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

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
JAN 09 2023
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?
36-2488	Yes ☐	Yes ☐	36-10581	Yes ☐	Yes ☐
36-2658	Yes ☐	Yes ☐	3610782	Yes ☐	Yes ☐
36-8388	Yes ☐	Yes ☐		Yes ☐	Yes ☐
36-8661	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Oak Valley West, LLC, an Idaho limited liabilty compoany
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Hurtado Land & Livestock,LLC, an Idaho limited liability company
   New owner(s) as listed on the conveyance document Name connector ☐ **and** ☐ **or**

   2306 E 3600 S — Mailing address
   Wendell — City
   ID — State
   83355 — Zip

   (208) 536-6203 (208) 539-3799 — Telephone
   hurtadodairy@yahoo.com
   Email hurtadodairy4@gmail.com

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: October 26, 2022.

6. Do you own the land identified as the water right place of use? Yes ☐ No ☐
   - 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):
   - $25 per *undivided* water right.
   - $100 per *split* water right.
   - 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: Hurtado Land & Livestock, LLC — Signature of new owner/claimant
   Member — Title, if applicable
   October 26, 2022 — Date
   Jesus Hurtado — Print name

   SUPPORT DATA
   IN FILE # 36-2488

   Signature: _____ — Signature of new owner/claimant
   _____ — Title, if applicable
   _____ — Date
   _____ — Print name

For IDWR Office Use Only:

Receipted by DM Date 1-9-2023 Receipt No. S039605 Receipt Amt. $150-

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 _____ Processed by DM Date 2-7-2023

SCANNED
APR 28 2023

Instrument # 279379
GOODING COUNTY, GOODING, IDAHO
10-26-2022 16:05:50 No. of Pages: 7
Recorded for: TITLEONE - BURLEY
DENISE GILL Fee: $15.00
Ex-Officio Recorder Deputy: JG
Electronically Recorded by Simplifile

WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, Oak Valley Land Company, LLC, an Idaho limited liability company ("Grantor"), does hereby grant, bargain, sell and convey unto Hurtado Land & Livestock, LLC, an Idaho limited liability company, whose current mailing address is 2306 E 3600 S, Wendell, Idaho 83355 ("Grantee"), the following described real property, located in Gooding County, Idaho, to wit (the "Premises"):

See Exhibit A attached hereto and incorporated herein by this reference.

TOGETHER WITH all water and water rights and other entitlements to water appurtenant to or beneficially used upon the Premises including, but not limited to, those described on Exhibit B, and all others represented by any decree, license, permit, claim, permit application or storage entitlement, and all other ditch and canal company, water association, irrigation district, or other water delivery entity shares and entitlements to receive water from any such company, association, district or other entity, and all ditch rights, easements, and rights of way associated with any irrigation or other water well, pump, delivery ditch, canal, lateral, pipeline, or facilities used to divert, convey or deliver any water, water rights, or entitlements appurtenant to or beneficially used upon the Premises, and all minerals and mineral rights appurtenant thereto, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof and all estate, right, title and interest in and to the Premises, as well in law as in equity.

TO HAVE AND TO HOLD the Premises with its appurtenances unto Grantee, its successors and assigns, forever. Grantor does hereby covenant to and with Grantee, and its successors and assigns forever, that Grantor is owner in fee simple of the Premises; that Grantor has a good right to convey the fee simple; that the Premises is free from any and all liens, claims, encumbrances or other defects of title except the Permitted Exceptions; that Grantor shall and will warrant and defend the quiet and peaceful possession of said Premises by Grantee, and its successors and assigns forever, against all other claims whatsoever except as excluded or excepted herein and that Grantor and its successors and assigns will, on demand of the Grantee or its successors or assigns, execute any instrument necessary for the further assurance of the title to the Premises that may be reasonably required.

DATED effective as of the 26 day of Oct, 2022.

SELLER:

Oak Valley Land Company, LLC, an Idaho Limited Liability Company

By: Sarah J Aardema
Sarah J. Aardema, Manager

SCANNED
APR 28 2023

Oak Valley Land Company, LLC, an Idaho Limited Liability Company

By:_____
Peter L. Jones, Manager

STATE OF IDAHO)
: ss.
County of Twin Falls)

On this 21e day of October, 2022, before me, a Notary Public in and for said state, personally appeared Sarah J. Aardema, who executed the instrument in and on behalf of Oak Valley Land Company, LLC and who represented that she had authorization to execute the same.

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

_____
Notary Public for Idaho
Residing at: Rupert ID
My commission expires: 8-4-2023

ANNETTE ROTH
COMMISSION #9314
NOTARY PUBLIC
STATE OF IDAHO

STATE OF IDAHO)
: ss.
County of Twin Falls)

On this 21e day of October, 2022, before me, a Notary Public in and for said state, personally appeared Peter L. Jones, who executed the instrument in and on behalf of Oak Valley Land Company, LLC and who represented that he had authorization to execute the same.

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

_____
Notary Public for Idaho
Residing at: Rupert ID
My commission expires: 8-4-2023

ANNETTE ROTH
COMMISSION #9314
NOTARY PUBLIC
STATE OF IDAHO

SCANNED
APR 28 2023

Exhibit A to Warranty Deed

PARCEL NO. 4: (DAIRY #3)
TOWNSHIP 8 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 28: SE¼SW¼

SAVE AND EXCEPT All that portion deed to Wendell Highway District by Warranty Deed recorded July 16, 2008 as Instrument Number 227128, Gooding County records described parcel of land:

Commencing at the South Quarter corner of Section 28, Township 8 South, Range 15 East Boise Meridian at Rex Leland Highway Project Station 47+17.68 and Bob Barton Highway Project Station 247+11.48 which bears South 00°35'42" East a distance of 5282.32 feet from the North quarter corner of said Section 28 at Rex Leland Highway Project Station 100+00 said South quarter corner being the REAL POINT OF BEGINNING;
Thence from this REAL POINT OF BEGINNING and along the South boundary of said Section 28 on a bearing of North 89°11'30" West a distance of 1317.46 feet to the Southwest corner of the SE¼SW¼ Section 28 at Bob Barton Highway Project Station 233+94.02
Thence along the West Boundary of the said SE¼SW¼ on a bearing of North 00°37'36" East a distance of 30.00 feet to the new right of way boundary at Bob Barton Highway Project Station 233+93.93; 30 feet left;
Thence along the right of way boundary on a bearing of South 89°11'30" East a distance of 266.56 feet to Bob Barton Highway Project Station 236+60.48, 30 feet left;
Thence along the right of way boundary on a bearing of North 85°04'09" East a distance of 200.00 feet to Bob Barton Highway Project Station 238+59.48; 50 feet left to a point of curvature on a curve to the left.
Thence along said curve to the left having a central angle of 90°12'48" a radius of 798.83 feet an arc length of 1257.77 feet, a tangent length of 801.81 feet and a long chord of 1131.82 feet on a bearing North 45°42'06" East to the point of tangency of said curve to the left at Rex Leland Project Station 55+69.68; 50 feet left;
Thence along the right of way boundary of the Rex Leland Highway on a bearing of North 00°35'42" East a distance of 470.16 feet to the North boundary of the SE¼SW¼, Section 28 at Rex Leland Project Station 60+39.83; 50 feet left;
Thence along said North boundary of the SE¼SW¼ on a bearing of South 89°16'58" East to the Northeast corner of said SE¼SW¼ at Rex Leland Highway Project Station 60+39.74;
Thence along the East boundary of the SE¼SW¼ on a bearing of South 00°35'42" West a distance of 1322.05 feet to the REAL POINT OF BEGINNING.

(Basis of Bearing: The South Section line from the Southwest corner of Section 28 to the South Quarter corner of Section 28 all in T. 8 S., R. 15 E.B.M., Gooding County, Idaho, said Section line being on a bearing of North 89°11'30" East)

PARCEL NO. 5: (DAIRY #3)
TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 33: NW¼NE¼, NE¼NE¼,

SAVE AND EXCEPT the following described tracts:

Tract No. 1:

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APR 28 2023

Beginning at the North One-Quarter section corner of Section 33, Township 8 South, Range 15 East, Boise Meridian, said corner marked by a ½ inch rebar; Thence South 00°00'27" West along the West line of the NW¼NE¼ for a distance of 412.83 feet to a ½ inch rebar which shall be THE POINT OF BEGINNING:
Thence North 89°30'58" East for a distance of 344.89 feet to a ½ inch rebar;
Thence South 00°00'27" West for a distance of 312.72 feet to a ½ inch rebar;
Thence South 89°30'58" West for a distance of 344.89 feet to a ½ inch rebar on the West line of the NW¼NE¼;
Thence North 00°00'27" East along said line for a distance of 312.72 feet to THE POINT OF BEGINNING.

Tract No. 2:
All that portion deeded to the Wendell Highway District by Warranty Deed recorded February 23, 2016 as Instrument No. 254085, Gooding County records, described as follows:

A parcel of land for county road rights of way purposes being generally described as a forty (40') foot wide strip of land adjacent to and along Bob Barton Highway being the North boundary of the NE¼, Section 33, Township 8 South, Range 15 East, Boise Meridian in Gooding County, Idaho and being more specifically described as follows:

Commencing at the North Quarter corner of Section 33, Township 8 South, Range 15 East, Boise Meridian, said corner being a Project Station 247+14.83, 21.65 feet Rt. and THE REAL POINT OF BEGINNING;
Thence from this REAL POINT OF BEGINNING on a bearing of South 89°26'34" East a distance of 2639.63 feet along section line and the centerline of Bob Barton Highway Project to Project Station 273+50.76 and the Northeast corner of said Section 33;
Thence along the East boundary of said Section 33 on a bearing of South 0°28'26" West a distance of 40.00 feet to Project Station 273+50.76, 40.00 feet Rt. and the new southerly rights of way boundary of the Bob Barton Highway Project;
Thence along the new Southerly rights of way boundary of the Bob Barton Highway Project a bearing of North 89°26'34" West a distance of 2639.60 feet to Project Station 247+24.42, 60.31 feet Rt. to the North-South center quarter line of said Section 33;
Thence along the North-South center quarter line on a bearing North 0°25'12" East a distance of 40.00 feet to THE REAL POINT OF BEGINNING at Project Station 247+14.83, 21.65 feet Rt.;

(Basis of Bearing: The North-South Quarter Section line from the South Quarter corner of Section 21 to the North Quarter of Section 21 all in Township 8 South, Range 15 East Boise Meridian, Gooding County, Idaho. Said North-South Quarter Section line is on a bearing of North 0°39'23" East.)

PARCEL NO. 6: (DAIRY #1)
TOWNSHIP 8 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 34: NW¼, W½NE¼

SAVE AND EXCEPT the following described tracts:

Tract No. 1:
Part of the NW¼NW¼, more particularly described as follows:

Commencing at the Northwest corner of said Section 34, which is the True Point of Beginning;
Thence South 00°02'00" East along the West Boundary of said Section 34 for a distance of 277.00 feet;
Thence South 89°52'00" East parallel with the North Boundary of Section 34 for a distance of 315.00 feet;
Thence North 00°02'00" West parallel with the West Boundary of Section 34 for a distance of 277.00 feet;

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APR 28 2023

Thence North 89°52'00" West, measured (North 89°49') West recorded along the North boundary of Section 34 for a distance of 315.00 feet to the Northwest corner and the True Point of Beginning.

Tract No. 2:

Part of the SW¼NE¼, more particularly described as follows:

Commencing at a ½ inch steel rod with a plastic cap imprinted PE LS 3030 marking the Northwest corner of the NE¼ of said Section 34; Thence along the West line of said NE¼, South 00°32'52" West, a distance of 1639.93 feet to a ½ inch rebar with a plastic cap imprinted PLS 9858 marking THE POINT OF BEGINNING of this land description;
Thence South 89°27'08" East, a distance of 42.29 feet to a ½ inch rebar with a plastic cap imprinted PLS 9858;
Thence South 00°34'35" West, a distance of 256.11 feet to a ½ inch rebar with a plastic cap imprinted PLS 9858;
Thence South 25°44'42" East, a distance of 129.07 feet to a ½ inch rebar with a plastic cap imprinted PLS 9858;
Thence South 33°14'29" East, a distance of 216.50 feet to a ½ inch rebar with a plastic cap imprinted PLS 9858;
Thence South 41°50'36" East, a distance of 198.26 feet to a ½ inch rebar with a plastic cap imprinted PLS 9858;
Thence South 49°29'33" East, a distance of 428.96 feet to a ½ inch rebar with a plastic cap imprinted PLS 9858;
Thence South 09°48'05" West, a distance of 29.06 feet to a ½ inch rebar with a plastic cap imprinted PLS 9858;
Thence North 89°20'25" West, a distance of 677.53 feet to a 5/8 inch rebar with an aluminum cap imprinted PLS 9858 marking the Southwest corner of the NE¼ of said Section 34;
Thence along the West line of said Section 34, North 00°32'52" East, a distance of 1001.04 feet to THE POINT OF BEGINNING.

Tract No. 3:

All that portion deeded to the Wendell Highway District by Warranty Deed recorded February 23, 2016 as Instrument No. 254086, Gooding County records, described as follows:

A parcel of land for county road rights of way purposes being generally described as a forty (40') foot wide strip of land adjacent to and along Bob Barton Highway being the North boundary of the NW¼NW¼ and the NE¼NW¼, Section 34, Township 8 South, Range 15 East, Boise Meridian, in Gooding County, Idaho, and being more specifically described as follows:

Commencing at the Northwest section corner of Section 34, Township 8 South, Range 15 East, Boise Meridian, said corner being at Project Station 273+50.65;
Thence on a bearing of South 89°21'28" East a distance of 315.00 feet along the section line of said Section 34 and the centerline of Bob Barton highway project to Project Station 276+65.65 and THE REAL POINT OF BEGINNING;
Thence from this THE REAL POINT OF BEGINNING on a bearing of South 89°21'28" East a distance of 2330.90 feet along the said section line and the centerline of Bob Barton Highway Project at Project Station 299+96.54;
Thence on a bearing of South 0°32'48" West a distance of 40.00 feet to Project Station 299+96.61, 40.00 feet Rt. to the new Southerly rights of way boundary of the Bob Barton Highway Project;
Thence along the new Southerly rights of way boundary of the Bob Barton Highway Project on a bearing North 89°21'28" West a distance of 2330.84 feet to Project Station 276+65.76, 40.00 feet Rt.;
Thence on a bearing North 0°28'26" East a distance of 40.00 feet along the new Southerly rights of way boundary of the Bob Barton Highway Project to Project Station 276+65.65, at Centerline of the Bob Barton Highway Project and THE REAL POINT OF BEGINNING;

(Basis of Bearing: The North-South Quarter Section line from the South Quarter corner of Section 21 to the North Quarter of Section 21 all in Township 8 South, Range 15 East Boise Meridian, Gooding County, Idaho. Said North-South Quarter Section line being on a bearing of North 0°39'23" East)

Tract No. 4:

All that portion deeded to the Wendell Highway District by Warranty Deed recorded February 23, 2016 as Instrument No. 254087, Gooding County records, described as follows:

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APR 28 2023

A parcel of land for county road rights of way purposes being generally described as a forty (40') foot wide strip of land adjacent to and along Bob Barton Highway being the South boundary of the NW¼NE¼, Section 34, Township 8 South, Range 15 East, Boise Meridian in Gooding County, Idaho, and being more specifically described as follows:

Commencing at the North Quarter corner of Section 34, Township 8 South, Range 15 East, Boise Meridian, said corner being at the centerline of the Bob Barton Highway rights of way project at Project Station 299+96.54 and is THE REAL POINT OF BEGINNING;
Thence from this REAL POINT OF BEGINNING on a bearing South 89°18'00" East a distance of 1323.72 feet to Project Station 313+20.77, 12.50 feet Lt. along the section line and a portion of the centerline of the Bob Barton Highway Project;
Thence on a bearing South 0°33'21" West a distance of 52.50 feet along the new Southerly rights of way boundary of the Bob Barton Highway Project to Project Station 313+19.61, 40.00 feet Rt. and the new Southerly rights of way boundary of the Bob Barton highway project to the Point of Curvature;
Thence from this Point of Curvature and along a curve to the right having a central angle of 1°25'00", a Radius of 8140.00 feet, and Arc Length of 201.26 feet, a Long Chord of 201.25 feet on a bearing South 89°59'17" West to Project Station 311+19.37; 40.00 feet Rt.;
Thence on a bearing North 89°18'00" West for a distance of 156.33 feet along the new Southerly rights of way boundary of the Bob Barton Highway Project to Project Station 309+63.02, 40.00 feet Rt. and the Point of Curvature;
Thence from this Point of Curvature and along a curve to the right having a Central Angle of 1°43'38", a Radius of 8140.00 feet, and Arc Length of 245.38 feet, a Long Chord of 245.37 feet on a bearing North 88°26'11" West to Project Station 307+18.84; 40.00 feet Rt.;
Thence on a bearing of North 87°34'22" West for a distance of 253.47 feet along the new Southerly rights of way boundary of the Bob Barton Highway Project to Project Station 304+65.37, 40.00 feet Rt. and the Point of Curvature;
Thence from this Point of Curvature and along a curve to the left having a Central Angle of 1°43'38", a Radius of 8060.00 feet, an Arc Length of 242.97 feet, a Long Chord of 242.96 feet on a bearing of North 88°26'11" West to Project Station 302+21.20; 40.00 feet Rt.;
Thence on a bearing of North 89°18'00" West for a distance of 224.55 feet along the new Southerly rights of way boundary of the Bob Barton Highway Project to Project Station 299+96.61, 40.00 feet Rt. and a point of intersection;
Thence on a bearing of North 0°32'48" East for a distance of 40.00 feet along the new Southerly rights of way boundary of the Bob Barton Highway Project to centerline Project Station 299+96.54 and THE REAL POINT OF BEGINNING.

(Basis of Bearing: The North-South Quarter Section line from the South Quarter corner of Section 21 to the North Quarter of Section 21 all in Township 8 South, Range 15 East Boise Meridian, Gooding County, Idaho. Said North-South Quarter Section line is on a bearing of North 0°39'23" East.)

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APR 28 2023

Exhibit B to Warranty Deed

WATER RIGHTS

All water and water rights, if any, and other entitlements to water, appurtenant to or beneficially used upon the Land, including but not limited to the following shares in Northside Canal Company and Idaho Department of Water Recourses Ground Water Rights:

Northside Canal Company Water Shares are identified as follows:

Certificate No.	Shares
28165	40
28166	80
28167	184.975
28168	3

Idaho Department Water Resources Ground Water Rights as follows:

36-2488
36-2658
36-8388
36-8661
36-10581
36-10782

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APR 28 2023

Form 42-248(9) 3/22

RECEIVED
DEC 29 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.
36-2488	36-7714B	36-10780	
36-2658	36-7714A	36-10781	
36-8388	36-8491	36-8661	
36-10782	36-10776	36-10581	
36-4062	36-10779		

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
   14676 N Outer 40 Road, Ste 400
   Chesterfield, MO 63017

   Phone 1-208-737-6841
   Email maria.ziebarth@raboag.com

4. Name of Water Right Owner/Claimant(s) Hurtado Farms, LLC

5. Expiration Date of Notification Period January 1, 2038

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

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

   Title, if applicable Vice President

For Office Use Only

Receipted by SG Date 12/29/2022 Receipt No. S039572 Fee $2.300.00

Processed by AJ Date WR DM Date 2-7-2023

SUPPORT DATA

IN FILE # 36-2488

SCANNED

APR 28 2023

ELECTRONICALLY RECORDED
STAMP[illegible] PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

Instrument # 279701
GOODING COUNTY, GOODING, IDAHO
12-09-2022 13:43:39 No. of Pages: 48
Recorded for: TITLEONE - BURLEY
DENISE GILL Fee: $99.00
Ex-Officio Recorder Deputy: DAL
Electronically Recorded by Simplifile

22464923

Space above this line for Recorder's Use

Hurtado Farms, LLC 2022

Real Estate Term Loan 4: 84579
Real Estate Term Loan 3: 22116582
Real Estate Term Loan 2: 22111853
Real Estate Term Loan 1: 22108960

MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

(Jerome, Gooding and Twin Falls Counties, Idaho)

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

This mortgage ("Mortgage") is dated as of November 14, 2022. It is by HURTADO FARMS, LLC, an Idaho limited liability company (a/k/a HURTADO FARMS, an Idaho limited liability company) ("Hurtado Farms, LLC") and HURTADO LAND & LIVESTOCK, LLC, an Idaho limited liability company ("Hurtado Land & Livestock, LLC") (Hurtado Farms, LLC and Hurtado Land & Livestock, LLC 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 a loan in the original principal sum of $87,943,150.00 to Borrower (as defined in the Facility Sheet(s)) under the terms and conditions of the Master Credit Agreement between Grantor and Lender dated March 1, 2018, 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 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 Jerome, Gooding and Twin Falls Counties, Idaho, and described in EXHIBIT A (the "Land"); (b) all buildings, structures, improvements, fixtures, attachments, appliances, equipment, machinery and other articles now or hereafter

SCANNED
APR 28 2023

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

22464923

Space above this line for Recorder's Use

Hurtado Farms, LLC 2022

Real Estate Term Loan 4: 84579
Real Estate Term Loan 3: 22116582
Real Estate Term Loan 2: 22111853
Real Estate Term Loan 1: 22108960

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(Jerome, Gooding and Twin Falls Counties, Idaho)

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

This mortgage ("Mortgage") is dated as of November 14, 2022. It is by HURTADO FARMS, LLC, an Idaho limited liability company (a/k/a HURTADO FARMS, an Idaho limited liability company) ("Hurtado Farms, LLC") and HURTADO LAND & LIVESTOCK, LLC, an Idaho limited liability company ("Hurtado Land & Livestock, LLC") (Hurtado Farms, LLC and Hurtado Land & Livestock, LLC 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 a loan in the original principal sum of $87,943,150.00 to Borrower (as defined in the Facility Sheet(s)) under the terms and conditions of the Master Credit Agreement between Grantor and Lender dated March 1, 2018, 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 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 Jerome, Gooding and Twin Falls Counties, Idaho, and described in EXHIBIT A (the "Land"); (b) all buildings, structures, improvements, fixtures, attachments, appliances, equipment, machinery and other articles now or hereafter

SCANNED
APR 28 2023

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) crops growing or to be grown on or under the Land and/or the Plantings (including all such crops following severance from the Land and/or the Plantings) (the "Crops"); (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, 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.

SCANNED
APR 28 2023

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 4 Note dated as of the date of this Mortgage, from Borrower to Lender in the original principal amount of $40,500,000.00; (ii) the Real Estate Term Loan 3 Note dated as of April 1, 2019, from Borrower to Lender in the original principal amount of $23,400,000.00; (iii) the Real Estate Term Loan Note dated as of February 13, 2017, from Borrower to Lender in the original principal amount of $6,043,150.00; (iv) the Real Estate Term Loan Note dated as of February 12, 2016, from Borrower to Lender in the original principal amount of $18,000,000.00 (the Real Estate Term Loan 4 Note, the Real Estate Term Loan 3 Note, the Real Estate Term Loan Note, and the Real Estate Term Loan Note, together with all extensions, renewals, modifications, substitutions and amendments thereof are herein collectively, the "Note"); (v) all Hedging Obligations; and (vi) all other indebtedness, liabilities and obligations of Grantor 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 Grantor 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 Grantor 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 Grantor 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 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 or enter into future derivatives transactions in any amount.

3. **Note Maturity Date.** The latest date on which any Note matures is January 1, 2038.

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

SCANNED
APR 28 2023

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 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

SCANNED
APR 28 2023

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 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

SCANNED
APR 28 2023

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 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 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

SCANNED
APR 28 2023

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 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

SCANNED
APR 28 2023

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 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

SCANNED
APR 28 2023

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, 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

SCANNED
APR 28 2023

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. 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 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

SCANNED
APR 28 2023

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 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

SCANNED
APR 28 2023

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 IDAHO DISTRICT COURT FOR TWIN FALLS COUNTY, IDAHO, OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF IDAHO. 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 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.**

SCANNED
APR 28 2023

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

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

GRANTOR

Address for Notices:

2306 East 3600 South
Wendell, ID 83355

HURTADO FARMS, LLC, an Idaho limited liability company (a/k/a HURTADO FARMS, an Idaho limited liability company)

By: _____
J JESUS HURTADO-MARTINEZ
Managing Member

Address for Notices:

2306 East 3600 South
Wendell, ID 83355

HURTADO LAND & LIVESTOCK, LLC, an Idaho limited liability company

By: _____
J JESUS HURTADO-MARTINEZ
Managing Member

SCANNED
APR 28 2023

STATE OF IDAHO)
) SS
COUNTY OF Jerome)

On this 8 day of Dec, in the year of 2022, before me, Annette Roth, a Notary Public, personally appeared J JESUS HURTADO-MARTINEZ, known or identified to me (or proved to me on the oath of _____), to be the Managing Member of HURTADO FARMS, LLC, an Idaho limited liability company (a/k/a HURTADO FARMS, an Idaho limited liability company), the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

(SEAL) ANNETTE ROTH
COMMISSION #9314
NOTARY PUBLIC
STATE OF IDAHO

Annette Roth
Notary Public
Printed Name: Annette Roth

My Commission Expires:
8-4-2023

STATE OF IDAHO)
) SS
COUNTY OF Jerome)

On this 8 day of Dec, in the year of 2022, before me, Annette Roth, a Notary Public, personally appeared J JESUS HURTADO-MARTINEZ, known or identified to me (or proved to me on the oath of _____), to be the Managing Member of HURTADO LAND & LIVESTOCK, LLC, an Idaho limited liability company, the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

(SEAL) ANNETTE ROTH
COMMISSION #9314
NOTARY PUBLIC
STATE OF IDAHO

Annette Roth
Notary Public
Printed Name: Annette Roth

My Commission Expires:
8-4-2023

SCANNED
APR 28 2023

EXHIBIT A

Hurtado Farms, LLC 2022
MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

Legal Description of Real Estate

TRACT A - DAIRY #2

GOODING COUNTY

PARCEL NO. 1:
TOWNSHIP 8 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 22: SW¼SE¼, E½SE¼

PARCEL NO. 2:
TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 23: W½NW¼, W½SW¼

PARCEL NO. 3:
TOWNSHIP 8 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 27: E½SW¼, W½SE¼, NW¼, W½NE¼, NW¼SW¼, SAVE AND EXCEPT the following tracts:

Tract No. 1:
That part of the NW¼SW¼, described as follows:

Beginning at the Southwest corner of said tract;
Thence East along the South boundary line a distance of 1320 feet to the East boundary line of said tract;
Thence North along the East boundary line 371 feet;
Thence West on a line parallel with the South boundary line 857 feet;
Thence Southwesterly 471 feet to the West boundary line of said tract;
Thence South along the West boundary line 181 feet to THE POINT OF BEGINNING,

Tract No. 2:
Part of the NW¼NW¼, described as follows:

Beginning at the Northwest corner of Section 27 marked with a ½ inch (one-half inch) steel pin and aluminum survey cap and being the TRUE POINT OF BEGINNING;
Thence South 0°07'18" West 86.05 feet along the Westerly boundary of Section 27;
Thence South 79°57'13" East 138.78 feet along an existing fence;
Thence North 58°57'58" East 89.71 feet along said fence;
Thence South 87°22'14" East 189.17 feet along said fence;
Thence South 18°21'37" East 93.75 feet along said fence;
Thence South 78°55'54" East 304.13 feet along said fence;
Thence North 13°07'33" East 229.20 feet along said fence to the Northerly boundary of Section 27;
Thence South 89°46'07" West 782.37 feet along the Northerly boundary for Section 27 to the TRUE POINT OF BEGINNING.

SCANNED
APR 28 2023

TOWNSHIP 8 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 27: A parcel of land located in the W½SW¼, described as follows:

Commencing at the Southwest section corner of Section 27; Thence North 0°01'12" East, 125.00 feet along the Westerly boundary of said Section 27 to THE REAL POINT OF BEGINNING;
Thence North 0°01'12" East, 1376.54 feet along the Westerly boundary of said Section 27;
Thence North 67°06'55" East, 487.30 feet;
Thence South 89°56'11" East, 360.08 feet;
Thence South 0°03'03" West, 1691.81 feet to the Southerly boundary of said Section 27;
Thence North 89°55'00" West, 633.05 feet along the Southerly boundary of said Section 27;
Thence North 0°01'12" East, 125.00 feet;
Thence North 89°55'00" West, 175.00 feet to THE REAL POINT OF BEGINNING.

Section 27: That part of the W½SW¼ described as follows:

Commencing at the Southwest corner of said Section 27, thence South 89°55'00" East along the South boundary of Section 27, 808.05 feet to the TRUE POINT OF BEGINNING;
Thence North 0°03'03" East, 1691.81 feet;
Thence South 89°56'11" East, 514.92 feet to a point on the East boundary of the W½NW¼;
Thence South 0°03'03" West along the East boundary of the W½SW¼, 371.00 feet to the Southeast corner of the NW¼SW¼;
Thence South 0°03'03" West along the East boundary of the W½SW¼, 1320.99 feet to the Southeast corner of the SW¼SW¼;
Thence North 89°55'00" West along the South boundary of the W½SW¼, 514.92 feet to the TRUE POINT OF BEGINNING.

SAVE AND EXCEPT from Section 27, All that portion deeded to Wendell Highway District by Warranty Deed recorded February 23, 2016 as Instrument No. 254084, Gooding County records, described as follows:

A parcel of land for county road rights of way purposes being generally described as a forty (40') foot wide strip of land adjacent to and along Bob Barton Highway being the South boundary of the SW¼SW¼, SE¼SW¼ and SW¼SE¼, Section 27, Township 8 South, Range 15 East, Boise Meridian in Gooding County, Idaho and being more specifically described as follows:

Commencing at the Southwest section corner of Section 27, Township 8 South, Range 15 East, Boise Meridian, said corner being at project Station 273+50.65;
Thence on a bearing of South 89°21'28" East a distance of 175.00 feet along the Section line of Section 27 and the centerline of Bob Barton Highway Project to Project Station 275+25.65 and REAL POINT OF BEGINNING;
Thence from this REAL POINT OF BEGINNING on a bearing North 0°34'09" East a distance of 40.00 feet to the new Northerly rights of way boundary of the Bob Barton Highway Project Station 275+25.59, 40.00 feet Lt.;
Thence on a bearing South 89°21'28" East a distance of 2470.97 feet along the new Northerly rights of way boundary of the Bob Barton Highway Project to Project Station 299+96.54, 40.00 Lt.;
Thence on a bearing South 89°18'00" East for a distance of 224.68 feet along the new Northerly rights of way boundary of the Bob Barton Highway Project to Project Station 302+21.20, 40.00 feet Lt. and the Point of Curvature of a curve to right;
Thence from this point of curvature and along a curve to right having a Central Angle of 1°43'38", a Radius of 8140.00 feet, an Arc Length of 245.38 feet, a Long Chord of 245.37 feet on a bearing of South 88°26'11" East along the new Northerly rights of way boundary of the Bob Barton Highway Project to Project Station 304+65.37, 40.00 feet Lt.;
Thence on a bearing South 87°34'22" East a distance of 253.47 feet along the new Northerly rights of way boundary of the Bob Barton Highway Project to Project Station 307+18.84, 40.00 Lt. and the Point of Curvature of a curve to the left;
Thence from this point of curvature and along a curve to the left having a Central Angle of 1°43'38", a Radius of 8060.00 feet, an arc length of 242.97 feet, a Long Chord of 242.96 feet on a bearing of South 88°26'11" East along the new Northerly rights of way boundary of the Bob Barton Highway Project to Project Station 309+63.02, 40.00 feet Lt.;
Thence on a bearing South 89°18'00" East a distance of 156.33 feet along the new Northerly rights of way boundary of the Bob Barton Highway Project to Project Station 311+19.35, 40 feet Lt. and the Point of Curvature of a curve to the left;
Thence from this point of curvature to left having a Central Angle of 1°25'46", a Radius of 8060.00 feet, an Arc Length of 201.08 feet, a long chord of 201.08 feet on a bearing of South 89°59'07" East along the new Northerly rights of way boundary of the Bob Barton highway project to the centerline of the Bob Barton Highway Project at Project Station 312+21.36, 40.00 feet Lt.;
Thence on a bearing South 0°37'31" West for a distance of 27.51 feet, along the new Northerly rights of way boundary of the Bob Barton Highway Project to Project Station 313+20.77, 12.50 feet Lt. and the South boundary of said Section 27;

SCANNED
APR 28 2023

Thence on a bearing North 89°18'00" West for a distance of 1323.72 feet along South boundary of said Section 27 of the Bob Barton Highway Project to Project Station 299+96.54;
Thence on a bearing North 89°21'28" West for a distance of 2470.90 feet along South boundary of said Section 27 of the Bob Barton Highway Project to Project Station 275+25.64 and THE REAL POINT OF BEGINNING.

(Basis of Bearing: The North-South quarter section line from the South Quarter corner of Section 21 to the North Quarter of Section 21 all in Township 8 South, Range 15 East Boise Meridian, Gooding County, Idaho. Said North-South Quarter section line being on a Bearing of North 0°39'23" East)

TRACT B - DAIRY #1 AND #3

GOODING COUNTY

PARCEL NO. 4: (DAIRY #3)
TOWNSHIP 8 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 28: SE¼SW¼

SAVE AND EXCEPT All that portion deed to Wendell Highway District by Warranty Deed recorded July 16, 2008 as Instrument Number 227128, Gooding County records described parcel of land:

Commencing at the South Quarter corner of Section 28, Township 8 South, Range 15 East Boise Meridian at Rex Leland Highway Project Station 47+17.68 and Bob Barton Highway Project Station 247+11.48 which bears South 00°35'42" East a distance of 5282.32 feet from the North quarter corner of said Section 28 at Rex Leland Highway Project Station 100+00 said South quarter corner being the REAL POINT OF BEGINNING;
Thence from this REAL POINT OF BEGINNING and along the South boundary of said Section 28 on a bearing of North 89°11'30" West a distance of 1317.46 feet to the Southwest corner of the SE¼SW¼ Section 28 at Bob Barton Highway Project Station 233+94.02
Thence along the West Boundary of the said SE¼SW¼ on a bearing of North 00°37'36" East a distance of 30.00 feet to the new right of way boundary at Bob Barton Highway Project Station 233+93.93; 30 feet left;
Thence along the right of way boundary on a bearing of South 89°11'30" East a distance of 266.56 feet to Bob Barton Highway Project Station 236+60.48, 30 feet left;
Thence along the right of way boundary on a bearing of North 85°04'09" East a distance of 200.00 feet to Bob Barton Highway Project Station 238+59.48; 50 feet left to a point of curvature on a curve to the left.
Thence along said curve to the left having a central angle of 90°12'48" a radius of 798.83 feet an arc length of 1257.77 feet, a tangent length of 801.81 feet and a long chord of 1131.82 feet on a bearing North 45°42'06" East to the point of tangency of said curve to the left at Rex Leland Project Station 55+69.68; 50 feet left;
Thence along the right of way boundary of the Rex Leland Highway on a bearing of North 00°35'42" East a distance of 470.16 feet to the North boundary of the SE¼SW¼, Section 28 at Rex Leland Project Station 60+39.83; 50 feet left;
Thence along said North boundary of the SE¼SW¼ on a bearing of South 89°16'58" East to the Northeast corner of said SE¼SW¼ at Rex Leland Highway Project Station 60+39.74;
Thence along the East boundary of the SE¼SW¼ on a bearing of South 00°35'42" West a distance of 1322.05 feet to the REAL POINT OF BEGINNING.

(Basis of Bearing: The South Section line from the Southwest corner of Section 28 to the South Quarter corner of Section 28 all in T. 8 S., R. 15 E.B.M., Gooding County, Idaho, said Section line being on a bearing of North 89°11'30" East)

PARCEL NO. 5: (DAIRY #3)
TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 33: NW¼NE¼, NE¼NE¼,

SAVE AND EXCEPT the following described tracts:

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APR 28 2023

Tract No. 1:
Beginning at the North One-Quarter section corner of Section 33, Township 8 South, Range 15 East, Boise Meridian, said corner marked by a ½ inch rebar; Thence South 00°00'27" West along the West line of the NW¼NE¼ for a distance of 412.83 feet to a ½ inch rebar which shall be THE POINT OF BEGINNING:
Thence North 89°30'58" East for a distance of 344.89 feet to a ½ inch rebar;
Thence South 00°00'27" West for a distance of 312.72 feet to a ½ inch rebar;
Thence South 89°30'58" West for a distance of 344.89 feet to a ½ inch rebar on the West line of the NW¼NE¼;
Thence North 00°00'27" East along said line for a distance of 312.72 feet to THE POINT OF BEGINNING.

Tract No. 2:
All that portion deeded to the Wendell Highway District by Warranty Deed recorded February 23, 2016 as Instrument No. 254085, Gooding County records, described as follows:

A parcel of land for county road rights of way purposes being generally described as a forty (40') foot wide strip of land adjacent to and along Bob Barton Highway being the North boundary of the NE¼, Section 33, Township 8 South, Range 15 East, Boise Meridian in Gooding County, Idaho and being more specifically described as follows:

Commencing at the North Quarter corner of Section 33, Township 8 South, Range 15 East, Boise Meridian, said corner being a Project Station 247+14.83, 21.65 feet Rt. and THE REAL POINT OF BEGINNING;
Thence from this REAL POINT OF BEGINNING on a bearing of South 89°26'34" East a distance of 2639.63 feet along section line and the centerline of Bob Barton Highway Project to Project Station 273+50.76 and the Northeast corner of said Section 33;
Thence along the East boundary of said Section 33 on a bearing of South 0°28'26" West a distance of 40.00 feet to Project Station 273+50.76, 40.00 feet Rt. and the new southerly rights of way boundary of the Bob Barton Highway Project;
Thence along the new Southerly rights of way boundary of the Bob Barton Highway Project a bearing of North 89°26'34" West a distance of 2639.60 feet to Project Station 247+24.42, 60.31 feet Rt. to the North-South center quarter line of said Section 33;
Thence along the North-South center quarter line on a bearing North 0°25'12" East a distance of 40.00 feet to THE REAL POINT OF BEGINNING at Project Station 247+14.83, 21.65 feet Rt.;

(Basis of Bearing: The North-South Quarter Section line from the South Quarter corner of Section 21 to the North Quarter of Section 21 all in Township 8 South, Range 15 East Boise Meridian, Gooding County, Idaho. Said North-South Quarter Section line is on a bearing of North 0°39'23" East.)

PARCEL NO. 6: (DAIRY #1)
TOWNSHIP 8 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 34: NW¼, W½NE¼

SAVE AND EXCEPT the following described tracts:

Tract No. 1:
Part of the NW¼NW¼, more particularly described as follows:

Commencing at the Northwest corner of said Section 34, which is the True Point of Beginning;
Thence South 00°02'00" East along the West Boundary of said Section 34 for a distance of 277.00 feet;
Thence South 89°52'00" East parallel with the North Boundary of Section 34 for a distance of 315.00 feet;
Thence North 00°02'00" West parallel with the West Boundary of Section 34 for a distance of 277.00 feet;
Thence North 89°52'00" West, measured (North 89°49') West recorded along the North boundary of Section 34 for a distance of 315.00 feet to the Northwest corner and the True Point of Beginning.

Tract No. 2:
Part of the SW¼NE¼, more particularly described as follows:

Commencing at a ½ inch steel rod with a plastic cap imprinted PE LS 3030 marking the Northwest corner of the NE¼ of said Section 34;
Thence along the West line of said NE¼, South 00°32'52" West, a distance of 1639.93 feet to a ½ inch rebar with a plastic cap imprinted PLS 9858 marking THE POINT OF BEGINNING of this land description;
Thence South 89°27'08" East, a distance of 42.29 feet to a ½ inch rebar with a plastic cap imprinted PLS 9858;
Thence South 00°34'35" West, a distance of 256.11 feet to a ½ inch rebar with a plastic cap imprinted PLS 9858;
Thence South 25°44'42" East, a distance of 129.07 feet to a ½ inch rebar with a plastic cap imprinted PLS 9858;

SCANNED
APR 28 2023

Thence South 33°14'29" East, a distance of 216.50 feet to a ½ inch rebar with a plastic cap imprinted PLS 9858;
Thence South 41°50'36" East, a distance of 198.26 feet to a ½ inch rebar with a plastic cap imprinted PLS 9858;
Thence South 49°29'33" East, a distance of 428.96 feet to a ½ inch rebar with a plastic cap imprinted PLS 9858;
Thence South 09°48'05" West, a distance of 29.06 feet to a ½ inch rebar with a plastic cap imprinted PLS 9858;
Thence North 89°20'25" West, a distance of 677.53 feet to a 5/8 inch rebar with an aluminum cap imprinted PLS 9858 marking the Southwest corner of the NE¼ of said Section 34;
Thence along the West line of said Section 34, North 00°32'52" East, a distance of 1001.04 feet to THE POINT OF BEGINNING.

Tract No. 3:

All that portion deeded to the Wendell Highway District by Warranty Deed recorded February 23, 2016 as Instrument No. 254086, Gooding County records, described as follows:

A parcel of land for county road rights of way purposes being generally described as a forty (40') foot wide strip of land adjacent to and along Bob Barton Highway being the North boundary of the NW¼NW¼ and the NE¼NW¼, Section 34, Township 8 South, Range 15 East, Boise Meridian, in Gooding County, Idaho, and being more specifically described as follows:

Commencing at the Northwest section corner of Section 34, Township 8 South, Range 15 East, Boise Meridian, said corner being at Project Station 273+50.65;
Thence on a bearing of South 89°21'28" East a distance of 315.00 feet along the section line of said Section 34 and the centerline of Bob Barton highway project to Project Station 276+65.65 and THE REAL POINT OF BEGINNING;
Thence from this THE REAL POINT OF BEGINNING on a bearing of South 89°21'28" East a distance of 2330.90 feet along the said section line and the centerline of Bob Barton Highway Project at Project Station 299+96.54;
Thence on a bearing of South 0°32'48" West a distance of 40.00 feet to Project Station 299+96.61, 40.00 feet Rt. to the new Southerly rights of way boundary of the Bob Barton Highway Project;
Thence along the new Southerly rights of way boundary of the Bob Barton Highway Project on a bearing North 89°21'28" West a distance of 2330.84 feet to Project Station 276+65.76, 40.00 feet Rt.;
Thence on a bearing North 0°28'26" East a distance of 40.00 feet along the new Southerly rights of way boundary of the Bob Barton Highway Project to Project Station 276+65.65, at Centerline of the Bob Barton Highway Project and THE REAL POINT OF BEGINNING;

(Basis of Bearing: The North-South Quarter Section line from the South Quarter corner of Section 21 to the North Quarter of Section 21 all in Township 8 South, Range 15 East Boise Meridian, Gooding County, Idaho. Said North-South Quarter Section line being on a bearing of North 0°39'23" East)

Tract No. 4:

All that portion deeded to the Wendell Highway District by Warranty Deed recorded February 23, 2016 as Instrument No. 254087, Gooding County records, described as follows:

A parcel of land for county road rights of way purposes being generally described as a forty (40') foot wide strip of land adjacent to and along Bob Barton Highway being the South boundary of the NW¼NE¼, Section 34, Township 8 South, Range 15 East, Boise Meridian in Gooding County, Idaho, and being more specifically described as follows:

Commencing at the North Quarter corner of Section 34, Township 8 South, Range 15 East, Boise Meridian, said corner being at the centerline of the Bob Barton Highway rights of way project at Project Station 299+96.54 and is THE REAL POINT OF BEGINNING;
Thence from this REAL POINT OF BEGINNING on a bearing South 89°18'00" East a distance of 1323.72 feet to Project Station 313+20.77, 12.50 feet Lt. along the section line and a portion of the centerline of the Bob Barton Highway Project;
Thence on a bearing South 0°33'21" West a distance of 52.50 feet along the new Southerly rights of way boundary of the Bob Barton Highway Project to Project Station 313+19.61, 40.00 feet Rt. and the new Southerly rights of way boundary of the Bob Barton highway project to the Point of Curvature;
Thence from this Point of Curvature and along a curve to the right having a central angle of 1°25'00", a Radius of 8140.00 feet, and Arc Length of 201.26 feet, a Long Chord of 201.25 feet on a bearing South 89°59'17" West to Project Station 311+19.37; 40.00 feet Rt.;
Thence on a bearing North 89°18'00" West for a distance of 156.33 feet along the new Southerly rights of way boundary of the Bob Barton Highway Project to Project Station 309+63.02, 40.00 feet Rt. and the Point of Curvature;
Thence from this Point of Curvature and along a curve to the right having a Central Angle of 1°43'38", a Radius of 8140.00 feet, and Arc Length of 245.38 feet, a Long Chord of 245.37 feet on a bearing North 88°26'11" West to Project Station 307+18.84; 40.00 feet Rt.;
Thence on a bearing of North 87°34'22" West for a distance of 253.47 feet along the new Southerly rights of way boundary of the Bob Barton Highway Project to Project Station 304+65.37, 40.00 feet Rt. and the Point of Curvature;
Thence from this Point of Curvature and along a curve to the left having a Central Angle of 1°43'38", a Radius of 8060.00 feet, an Arc Length of 242.97 feet, a Long Chord of 242.96 feet on a bearing of North 88°26'11" West to Project Station 302+21.20; 40.00 feet Rt.;

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APR 28 2023

Thence on a bearing of North 89°18'00" West for a distance of 224.55 feet along the new Southerly rights of way boundary of the Bob Barton Highway Project to Project Station 299+96.61, 40.00 feet Rt. and a point of intersection;
Thence on a bearing of North 0°32'48" East for a distance of 40.00 feet along the new Southerly rights of way boundary of the Bob Barton Highway Project to centerline Project Station 299+96.54 and THE REAL POINT OF BEGINNING.

(Basis of Bearing: The North-South Quarter Section line from the South Quarter corner of Section 21 to the North Quarter of Section 21 all in Township 8 South, Range 15 East Boise Meridian, Gooding County, Idaho. Said North-South Quarter Section line is on a bearing of North 0°39'23" East.)

CRESTVIEW CALVES - JEROME COUNTY

TRACT C - DESERTVIEW PROPERTIES

PARCEL NO. 1:
TOWNSHIP 9 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 23: S½NE¼, SE¼NW¼, NE¼SW¼ and N½SE¼

Section 24: SW¼NW¼ and NW¼SW¼

PARCEL NO. 2:
TOWNSHIP 9 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 25: SE¼NW¼ and SW¼NE¼ lying North of Railroad Right-of-Way.

PARCEL NO. 3:
TOWNSHIP 9 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 27: Part of the SE¼, more particularly described as follows:

Beginning at the Southeast corner of Section 27, said corner marked by a U.S.R.S. iron pipe with brass cap on top which shall be THE POINT OF BEGINNING;
Thence South 89°57'42" West along the South line of Section 27 for a distance of 55.42 feet to a ½ inch rebar;
Thence along a non-tangent curve to the left for a distance of 1170.50 feet to a ½ inch rebar, said curve having a radius of 976.97 feet, a delta angle of 68°38'44", and a long chord bearing of North 55°40'12" West, for a distance of 1101.74 feet;
Thence North 89°53'36" West for a distance of 1074.08 feet to a ½ inch rebar;
Thence North 05°03'10" West for a distance of 253.43 feet to a ½ inch rebar;
Thence South 83°13'10" West for a distance of 218.21 feet to a ½ inch rebar;
Thence North 08°01'17" West for a distance of 188.89 feet to a ½ inch rebar;
Thence North 08°01'17" West for a distance of 58.27 feet to the Southerly railroad right-of-way;
Thence North 78°48'15" East along said right of way for a distance of 2360.41 feet to a 5/8 inch rebar on the East line of Section 27;
Thence South 00°05'54" West along said section line for a distance of 1553.03 feet to THE POINT OF BEGINNING.

TRACT D – MORGAN TRACT

PARCEL NO. 1:
TOWNSHIP 9 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 23: S½SE¼; S½SW¼

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APR 28 2023

PARCEL NO. 2:
TOWNSHIP 9 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 26: NE¼ and that Part of the NW¼SE¼ lying North of the Railroad Right-of-Way.

PARCEL NO. 3:
TOWNSHIP 9 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 26: NW¼ and that Part of the N½SW¼ lying North of the Railroad Right-of-Way

SAVE AND EXCEPT the Railroad Right-of-Way

ALSO EXCEPTING THEREFROM the following tracts:

Tract No. 1:
Beginning at the West ¼ corner of Section 26, said corner marked by a 5/8 inch rebar; Thence North 00°01'55" West (North 00°09'33" West rec.) along the West line of the NW¼ for a distance of 644.17 feet to a ½ inch rebar which shall be THE POINT OF BEGINNING;
Thence North 0°01'55" West continuing along said line for a distance of 252.41 feet to a ½ inch rebar;
Thence North 89°58'48" East for a distance of 274.48 feet to a ½ inch rebar;
Thence South 10°10'35" West (South 10°02'11" West rec.) for a distance of 300.02 feet to a ½ inch rebar;
Thence North 79°03'24" West (North 79°09'53" West rec.) for a distance of 225.43 feet to THE POINT OF BEGINNING.

Tract No. 2:
Beginning at the West ¼ corner of Section 26, said corner marked by a 5/8 inch rebar; Thence South 0°06'09" West (South 00°02'00" East rec.) along the West line of the SW¼ for a distance of 54.22 feet to a ½ inch rebar which shall be THE TRUE POINT OF BEGINNING;
Thence North 78°49'59" East (North 78°41'21" West rec.) for a distance of 549.45 feet to a ½ inch rebar;
Thence North 00°01'43" West (North 00°09'33' West rec.) for a distance of 844.58 feet (844.41 feet rec.) to a ½ inch rebar;
Thence North 89°58'48" East for a distance of 25.79 feet to a ½ inch rebar;
Thence South 09°26'59" East for a distance of 1086.36 feet to a ½ inch rebar;
Thence along a non-tangent curve to the left for a distance of 692.08 feet to a ½ inch rebar, said curve having a radius of 1047.66 feet and a central angle of 37°50'57" and a long chord bearing of South 53°42'44" East for a distance of 679.56 feet;
Thence South 00°06'09" West for a distance of 56.99 feet to a ½ inch rebar on the North railroad right-of-way;
Thence South 78°48'18" West along said right-of-way for a distance of 1316.99 feet to a ½ inch rebar on the West line of the SW¼;
Thence North 00°06'09" East along said line for a distance of 835.50 feet to THE TRUE POINT OF BEGINNING.

Tract No. 3:
Beginning at the West ¼ section corner of Section 26, said corner marked by a U.S. Reclamation Service iron pipe which shall be THE TRUE POINT OF BEGINNING;
Thence North 0°09'33" West along the West line of Section 26 for 644.17 feet to a ½ inch rebar;
Thence South 79°09'53" East for 225.43 feet to a ½ inch rebar;
Thence North 10°02'11" East for 300.02 feet to a ½ inch rebar;
Thence North 89°50'27" East for 264.55 feet to a ½ inch rebar;
Thence South 0°09'33" East for 844.41 feet to a ½ inch rebar;
Thence South 78°41'21" West for 549.45 feet to a ½ inch rebar on section line;
Thence North 0°02'00" West along section line for 54.22 feet to THE POINT OF BEGINNING;

Tract No. 4:
Beginning at the Northwest section corner of Section 26, said corner marked by a 5/8 inch rebar; Thence South 00°01'55" East along the West section line for a distance of 373.41 feet to a ½ inch rebar which shall be the POINT OF BEGINNING;
Thence along a non-tangent curve to the left for a distance of 1481.30 feet to a ½ inch rebar, said curve having a radius of 1397.75 feet and a central angle of 60°43'14" and a long chord bearing of South 46°33'05" East for a distance of 1412.94 feet;
Thence along a non-tangent curve to the left for a distance of 742.20 feet to a ½ inch rebar, said curve having a radius of 1047.66 feet and a central angle of 40°35'24" and a long chord bearing of South 36°11'00" West for a distance of 726.77 feet;
Thence North 09°26'59" West for a distance of 189.65 feet;
Thence South 89°58'48" West (South 89°50'27" West recorded) for a distance of 564.82 feet to a ½ inch rebar on the West section line;
Thence North 00°01'55" West along said line for a distance of 1371.41 feet to the POINT OF BEGINNING.

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APR 28 2023

PARCEL NO. 4:
TOWNSHIP 9 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 26: Part of the NW¼, more particularly described as follows:

Beginning at the West ¼ corner of Section 26, said corner marked by a 5/8 inch rebar; Thence North 00°01'55" West (North 00°09'33" West rec.) along the West line of the NW¼ for a distance of 644.17 feet to a ½ inch rebar which shall be the POINT OF BEGINNING;
Thence North 00°01'55" West continuing along said line for a distance of 252.41 feet to a ½ inch rebar;
Thence North 89°58'48" East for a distance of 274.48 feet to a ½ inch rebar;
Thence South 10°10'35" West (South 10°02'11" West rec.) for a distance of 300.02 feet to a ½ inch rebar;
Thence North 79°03'24" West (North 79°09'53" West rec.) for a distance of 225.43 feet to the POINT OF BEGINNING.

PARCEL NO. 5:
TOWNSHIP 9 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 26: Part of the NW¼ and Part of the SW¼, more particularly described as follows:

Beginning at the West ¼ corner of Section 26, said corner marked by a 5/8 inch rebar; Thence South 00°06'09" West (South 00°02'00" East rec.) along the West line of the SW¼ for a distance of 54.22 feet to a ½ inch rebar which shall be THE TRUE POINT OF BEGINNING;
Thence North 78°49'59" East (North 78°41'21" West rec.) for a distance of 549.45 feet to a ½ inch rebar;
Thence North 00°01'43" West (North 00°09'33" West rec.) for a distance of 844.58 feet (844.41 feet rec.) to a ½ inch rebar;
Thence North 89°58'48" East for a distance of 25.79 feet to a ½ inch rebar;
Thence South 09°26'59" East for a distance of 1086.36 feet to a ½ inch rebar;
Thence along a non-tangent curve to the left for a distance of 692.08 feet to a ½ inch rebar, said curve having a radius of 1047.66 feet and a central angle of 37°50'57" and a long chord bearing South 53°42'44" East for a distance of 679.56 feet;
Thence South 00°06'09" West for a distance of 56.99 feet to a ½ inch rebar on the North railroad right-of-way;
Thence South 78°48'18" West along said right-of-way for a distance of 1316.99 feet to a ½ inch rebar on the West line of the SW¼;
Thence North 00°06'09" East along said line for a distance of 835.50 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 6:
TOWNSHIP 9 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 26: Part of the NW¼, more particularly described as follows:

Beginning at the Northwest section corner of Section 26, said corner marked by a 5/8 inch rebar; Thence South 00°01'55" East along the West section line for a distance of 373.41 feet to a ½ inch rebar which shall be the POINT OF BEGINNING;
Thence along a non-tangent curve to the left for a distance of 1481.30 feet to a ½ inch rebar, said curve having a radius of 1397.75 feet and a central angle of 60°43'14" and a long chord bearing of South 46°33'05" East for a distance of 1412.94 feet;
Thence along a non-tangent curve to the left for a distance of 742.20 feet to a ½ inch rebar, said curve having a radius of 1047.66 feet and a central angle of 40°35'24" and a long chord bearing of South 36°11'00" West for a distance of 726.77 feet;
Thence North 09°26'59" West for a distance of 189.65 feet;
Thence South 89°58'48" West (South 89°50'27" West recorded) for a distance of 564.82 feet to a ½ inch rebar on the West section line;
Thence North 00°01'55" West along said line for a distance of 1371.41 feet to the POINT OF BEGINNING.

PARCEL NO. 7:
TOWNSHIP 9 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 26: Part of the SW¼NW¼ and Part of the NW¼SW¼, more particularly described as follows:

Beginning at the West ¼ section corner of Section 26, said corner marked by a U.S. Reclamation Service iron pipe which shall be THE POINT OF BEGINNING;
Thence North 0°09'33" West along the West line of Section 26 for 644.17 feet to a ½ inch rebar;
Thence South 79°09'53" East for 225.43 feet to a ½ inch rebar;
Thence North 10°02'11" East for 300.02 feet to a ½ inch rebar;
Thence North 89°50'27" East for 264.55 feet to a ½ inch rebar;

SCANNED
APR 28 2023

Thence South 0°09'33" East for 844.41 feet to a ½ inch rebar;
Thence South 78°41'21" West for 549.45 feet to a ½ inch rebar on section line;
Thence North 0°02'00" West along section line for 54.22 feet to THE POINT OF BEGINNING.

PARCEL NO. 8:
TOWNSHIP 9 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 26: That part of the N½SW¼ and NW¼SE¼ lying South of the Railroad right-of-way.

TRACT E - EVARD RANCH

TWIN FALLS COUNTY

PARCEL NO. 1:
TOWNSHIP 12 SOUTH, RANGE 16 EAST, BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 35: NW¼SE¼; E½SE¼; SW¼SE¼

PARCEL NO. 2:
TOWNSHIP 13 SOUTH, RANGE 16 EAST, BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 1: Lots 1, 2, 3 and 4; S½N½; W½SW¼

PARCEL NO. 3:
TOWNSHIP 13 SOUTH, RANGE 16 EAST, BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 2: Lots 1, 2 and 3; S½N½; S½

PARCEL NO. 4:
TOWNSHIP 13 SOUTH, RANGE 16 EAST, BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 11: E½NW¼; E½

PARCEL NO.5:
TOWNSHIP 13 SOUTH, RANGE 16 EAST, BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 12: N½S½; SW¼SW¼; SE¼SE¼; N½ SAVE AND EXCEPT the NE¼NW¼NE¼

PARCEL NO. 6:
TOWNSHP 13 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 6: Part of the N½SW¼, more particularly described as follows:

Commencing at the Southwest corner of said Section 6 from which the West One Quarter (W¼) corner of Section 6 bears North 00°00'35" West-2639.11 feet; Thence North 00°00'35"' West along the West boundary of the SW¼ of Section 6 for a distance of 1319.56 feet to the Southwest corner of Government Lot 6; Thence South 89°55'30" East along the South boundary of Government Lot 6 for a distance of 675.00 feet to the TRUE POINT OF BEGINNING:
Thence North 00°00'35" West parallel with the West boundary of the SW¼ of Section 6 for a distance of 989.32 feet;
Thence South 89°54'18" East for a distance of 2095.42 feet to a point on the East boundary of the SW¼ of Section 6;
Thence South 00°02'12" West along the East boundary of the SW¼ of Section 6 for a distance of 988.59 feet to the Southeast corner of the N½SW¼ of Section 6;

SCANNED
APR 28 2023

Thence North 89°55'30" West along the South boundary of the N½SW¼ of Section 6 for a distance of 2094.61 feet to the TRUE POINT OF BEGINNING.

EASEMENT NO. 1:
A 30.0 foot wide access and utility easement for the benefit of Parcel No. 6 as disclosed in Corporate Warranty Deed by and between Jones Corporation and EVARD, L.L.C., an Idaho limited liability company, recorded December 27, 2017 as Instrument No. 2012-025219, Re-recorded January 8, 2013 as Instrument No. 2013-000440 and Re-recorded February 5, 2013 as Instrument No. 2013-002792, records of Twin Falls County, Idaho for the purpose of ingress, egress and utilities, said 30.0 foot wide easement being on, over, under and across a 30.0 foot wide strip of land that is centered on the following described line:

Commencing at the Southwest corner of said Section 6 from which the West One Quarter (W¼) corner of Section 6 bears North 00°00'35" West-2639.11 feet; Thence North 00°00'35"' West along the West boundary of the SW¼ of Section 6 for a distance of 1319.56 feet to the Southwest corner of Government Lot 6; Thence North 00°00'35" West along the West boundary for a distance of 565.67 feet to the TRUE POINT OF BEGINNING:
Thence South 84°00'33" East for a distance of 92.02 feet;
Thence South 84°27' 14" East for a distance of 70.25 feet to the point of curvature of a curve left;
Thence Southeasterly along the arc of the curve left for a distance of 95.91 feet, said arc having a radius of 8324.44 feet and a chord bearing and distance of South 85°27' 16" East 95.91 feet;
Thence South 87°04'03" East for a distance of 80.82 feet;
Thence South 87°39'10" East for a distance of 189.69 feet to the point of curvature of a curve right;
Thence Southeasterly along the arc of the curve right for a distance of 148.14 feet to a point on the East boundary and being the terminus of said easement, said arc having a radius of 2173.73 feet and a chord bearing and distance of South 85°48'42" East-148.11 feet.

The side line boundaries of the before described easement shall be lengthened or shortened as necessary to intersect the East and West boundaries of the before described parcel.

TRACT F – AARDEMA PURCHASE

TRACT NO. 1 – GOODING COUNTY

PARCEL NO. 1:
TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 35: SE¼SE¼, EXCEPT the South 365 feet of the West 600 feet

PARCEL NO. 2:
TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 35: The South 365 feet of the West 600 feet of the SE¼SE¼,

SAVE AND EXCEPT that part of the SW¼SE¼SE¼, described as follows:

Beginning at the Southwest corner of the SE¼SE¼; Thence East along the South boundary of said Section 35, 200.00 feet to THE TRUE POINT OF BEGINNING.
Thence continuing East along the South boundary of said Section 35, 200.00 feet;
Thence North parallel with the East boundary of Section 35, 218.00 feet;
Thence West parallel with the South boundary of said Section 35, 200.00 feet;
Thence South, 218.00 feet to THE TRUE POINT OF BEGINNING.

SCANNED
APR 28 2023

PARCEL NO. 3:
TOWNSHIP 8 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 35: Part of the SW¼SE¼SE¼, more particularly described as follows:

Beginning at the Southwest corner of the SE¼SE¼; Thence East along the South boundary of said Section 35, 200.00 feet to THE TRUE POINT OF BEGINNING.
Thence continuing East along the South boundary of said Section 35, 200.00 feet;
Thence North parallel with the East boundary of Section 35, 218.00 feet;
Thence West parallel with the South boundary of said Section 35, 200.00 feet;
Thence South, 218.00 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 4:
TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 35: NW¼SE¼; SW¼SE¼ and NE¼SE¼ SAVE AND EXCEPT the following described parcel of land:

Commencing at the Northeast corner of Section 35, Township 8 South, Range 15, East Boise Meridian; Thence South 0°01' East, 2641.1 feet to the Southeast corner of the NE¼, THE TRUE POINT OF BEGINNING;
Thence South 89°59' West along the North boundary of the NE¼SE¼, 362.7 feet;
Thence South 0°01' East 163.65 feet;
Thence North 89°59' East, 362.7 feet;
Thence North 0°01' West, 163.65 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 5: (Slade Corner)
TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 36: Part of the SW¼SW¼, more particularly described as follows:

Beginning at the Southwest corner of said SW¼SW¼;
Thence North 0°01'00" West, 820.08 feet along the Westerly boundary of said SW¼SW¼;
Thence North 89°59'00" East, 50.00 feet;
Thence Southeasterly 1088.43 feet on the arc of a non-tangent curve to the left, the radius point of which is the center of a circular pivot irrigation system, with a radius of 1384.62 feet, a central angle of 45°02'21" and a chord which bears South 43°30'50" East, 1060.62 feet;
Thence South 0°02'00" West, 51.38 feet to the Southerly boundary of said SW¼SW¼;
Thence North 89°58'00" West, 780.00 feet to THE POINT OF BEGINNING.

PARCEL NO. 6:
TOWNSHIP 8 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 35: Part of the NE¼SE¼, more particularly described as follows:

Commencing at the Northeast corner of Section 35, Township 8 South, Range 15, East Boise Meridian; Thence South 0°01' East, 2641.1 feet to the Southeast corner of the NE¼, THE TRUE POINT OF BEGINNING;
Thence South 89°59' West along the North boundary of the NE¼SE¼, 362.7 feet;
Thence South 0°01' East 163.65 feet;
Thence North 89°59' East, 362.7 feet;
Thence North 0°01' West, 163.65 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 7: (Aardema Dairy #5)
TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, STATE OF IDAHO

Section 34: NE¼SW¼; S½SW¼; SE¼; NW¼SW¼

SCANNED
APR 28 2023

TOWNSHIP 9 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 2: Gov't Lots 2 and 3, more particularly described as follows:

Commencing at the Northwest corner of said Section 2; Thence South 89°43'41" East along the North boundary of the NW¼ of Section 2 for a distance of 1321.83 feet to the Northwest corner of Gov't Lot 3 and being THE TRUE POINT OF BEGINNING;
Thence continuing South 89°43'41" East along the North boundary of Gov't Lots 3 and 2 for a distance of 2643.65 feet to the Northeast corner of Gov't Lot 2;
Thence South 00°20'26" East along the East boundary of Gov't Lot 2 for a distance of 1308.29 feet to the Southeast corner of Gov't Lot 2;
Thence South 89°50'57" West along the South boundary of Gov't Lots 2 and 3 for a distance of 2647.25 feet to the Southwest corner of Gov't Lot 3;
Thence North 00°10'46" West along the West boundary of Gov't Lot 3 for a distance of 327.80 feet to THE TRUE POINT OF BEGINNING.

TOWNSHIP 9 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 2: S½NW¼; SW¼; The West 54 rods of SW¼SE¼; Gov't Lot 4; and a tract of land in the NW¼SE¼, more particularly described as follows:

Beginning at the Center of Section 2, (which is the Northwest corner of the NW¼SE¼);
Thence South 23°15' East, 695.44 feet;
Thence South 39°23' East, 483.35 feet;
Thence South 44°56' East, 440.0 feet to the South line of said NW¼SE¼;
Thence North 89°44'45" West along the South line of said NW¼SE¼, 896.51 feet to the Southwest corner of said NW¼SE¼;
Thence North 0°11'45" East along the West line of said NW¼SE¼, 1320.4 feet to THE POINT OF BEGINNING.

EXCEPTING THEREFROM a parcel of land located in Gov't Lot 4 of said Section, described as follows:

Commencing at the Northwest corner of said Section 2; Thence South 89°43'41" East along the North boundary of Gov't Lot 4 of Section 2 for a distance of 238.43 feet to a point on the centerline of an irrigation lateral being THE TRUE POINT OF BEGINNING;
Thence continuing South 89°43'41" East along the North boundary of Gov't Lot 4 of Section 2 for a distance of 415.27 feet;
Thence South 00°16'19" West for a distance of 169.40 feet to a point on an arc;
Thence South 62°22'10" West for a distance of 182.81 feet;
Thence North 89°43'41" West parallel with the North boundary of Gov't Lot 4 for a distance of 292.75 feet to a point on the centerline of the irrigation lateral;
Thence Northeasterly along the centerline of the irrigation lateral on the arc of a curve left for a distance of 62.52 feet to the point of tangent, said arc having a radius of 295.00 feet and a long chord bearing and distance of North 12°24'00" East, 62.40 feet;
Thence continuing along the center of the irrigation lateral on a bearing of North 08°49'09" East for a distance of 156.52 feet;
Thence continuing along the center of the irrigation lateral on a bearing of North 04°09'47" East for a distance of 39.25 feet to THE TRUE POINT OF BEGINNING.

TOWNSHIP 9 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 2: A parcel of land located in the SW¼NE¼ and NW¼SE¼ of said Section, described as follows:

Commencing at the North quarter corner of said Section 2, from which the Northwest corner of said Section 2 bears North 89°43'41" West 2643.65 feet; Thence South 00°15'37" East along the West boundary of the NE¼ of Section 2 for a distance of 1318.04 feet to the Northwest corner of the SW¼NE¼ of Section 2 and being THE TRUE POINT OF BEGINNING;
Thence North 89°50'57" East along the North boundary of the SW¼NE¼ of Section 2 for a distance of 1323.61 feet to the Northeast corner of the SW¼NE¼ of Section 2;
Thence South 00°20'26" East along the East boundary of the SW¼NE¼ of Section 2 for a distance of 900.00 feet;
Thence parallel with and approximately 30.0 feet Westerly of the wheel path of an irrigation sprinkler pivot on approximately the following courses:
South 49°45'29" West 55.40 feet;
South 49°10'56" West 71.81 feet;

SCANNED
APR 28 2023

South 48°19'13" West 109.73 feet;
South 45°47'12" West 105.11 feet;
South 42°43'57" West 104.87 feet;
South 39°39'00" West 108.60 feet;
South 33°09'09" West 109.53 feet;
South 30°55'58" West 109.24 feet;
South 28°31'44" West 103.91 feet;
South 23°41'34" West 112.12 feet;
South 18°21'15" West 109.82 feet;
South 15°45'15" West 104.04 feet;
South 11°19'14" West 107.30 feet;
South 06°59'33" West 35.58 feet;
Thence leaving the parallel line on a bearing of North 81°20'31" West for a distance of 354.23 feet to an existing property corner;
Thence North 23°40'50" West along the property line for a distance of 695.46 feet to the Southwest corner of the SW¼NE¼ of Section 2;
Thence North 00°15'51" West along the West boundary of the SW¼NE¼ of Section 2 for a distance of 1320.18 feet to THE TRUE POINT OF BEGINNING.

TOWNSHIP 9 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 3: E½SE¼; SW¼SE¼; SE¼NE¼; Gov't Lot 1;

Section 11: The West 54 rods of Gov't Lot 1; Gov't Lots 2 and 3 North of the Canyon Rim except a tract conveyed to Idaho Power Company in Gov't Lot 3; recorded July 16, 1928 in Book 22 Deeds Page 162 and recorded March 23, 1931 in Book 22 Deeds Page 623.

PARCEL NO. 8:
TOWNSHIP 9 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 2: A parcel of land located in Gov't Lot 4 of said Section, more particularly described as follows:

Commencing at the Northwest corner of said Section 2; Thence South 89°43'41" East along the North boundary of Gov't Lot 4 of Section 2 for a distance of 238.43 feet to a point on the centerline of an irrigation lateral being THE TRUE POINT OF BEGINNING;
Thence continuing South 89°43'41" East along the North boundary of Gov't Lot 4 of Section 2 for a distance of 415.27 feet;
Thence South 00°16'19" West for a distance of 169.40 feet to a point on an arc;
Thence South 62°22'10" West for a distance of 182.81 feet;
Thence North 89°43'41" West parallel with the North boundary of Gov't Lot 4 for a distance of 292.75 feet to a point on the centerline of the irrigation lateral;
Thence Northeasterly along the centerline of the irrigation lateral on the arc of a curve left for a distance of 62.52 feet to the point of tangent, said arc having a radius of 295.00 feet and a long chord bearing and distance of North 12°24'00" East, 62.40 feet;
Thence continuing along the center of the irrigation lateral on a bearing of North 08°49'09" East for a distance of 156.52 feet;
Thence continuing along the center of the irrigation lateral on a bearing of North 04°09'47" East for a distance of 39.25 feet to THE TRUE POINT OF BEGINNING.

TRACT NO. 2: AARDEMA PURCHASE

GOODING AND JEROME COUNTY

PARCEL NO. 1:
TOWNSHIP 9 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 6: SE¼NW¼, Lot 4 and the East 340 feet of Lot 5, and Lot 3

SAVE AND EXCEPT the following described tracts:

SCANNED
APR 28 2023

Tract No. 1:
Part of Lot 3, more particularly described as follows:

Beginning at the North Quarter corner of Section 6, the TRUE POINT OF BEGINNING;
Thence North 89°53'17" West 150.00 feet along the Northerly boundary of Section 6;
Thence South 247.16 feet;
Thence South 43°56'19" East 73.52 feet;
Thence South 89°53'17" East 98.98 feet to the Easterly boundary for Government Lot 3;
Thence North 300.00 feet to the TRUE POINT OF BEGINNING.

Tract No. 2:
Part of the NE¼NW¼, more particularly described as follows:

Beginning at the North Quarter corner for Section 6; Thence North 89°53'17" West 150.00 feet along the Northerly boundary of Section 6 to the TRUE POINT OF BEGINNING;
Thence South 247.16 feet;
Thence North 43°56'19" West 190.69 feet;
Thence North 64°18'54" West 197.18 feet;
Thence North 0°06'43" West 25.00 feet to the Northerly boundary of Section 6;
Thence South 89°53'17" East 309.98 feet along said Northerly boundary to the TRUE POINT OF BEGINNING.

Tract No. 3:
Part of the NE¼NW¼, more particularly described as follows:

Beginning at the North Quarter corner for Section 6;
Thence South 300.00 feet to the TRUE POINT OF BEGINNING;
Thence South 102.53 feet;
Thence North 43°56'19" West 142.65 feet;
Thence South 89°53'17" East 98.98 feet to the TRUE POINT OF BEGINNING.

Tract No. 4:
Part of the S½NW¼, more particularly described as follows:

Commencing at the West One Quarter (W¼) corner of said Section 6, from which the East One Quarter (E¼) corner of said Section 6 bears North 89°51'24" East 5002.96 feet; Thence North 89°51'24" East along the South boundary of the NW¼ of said Section 6 for a distance of 1190.84 feet to the TRUE POINT OF BEGINNING;
Thence North 00°08'36" West for a distance of 93.85 feet to a point in the center of an irrigation lateral;
Thence along the center of the irrigation lateral on the following courses:
North 88°47'20" East, 43.05 feet;
South 87°49'40" East, 98.04 feet;
South 73°51'16" East, 69.76 feet;
South 84°10'24" East, 93.03 feet;
South 76°27'52" East, 49.47 feet;
South 59°41'54" East, 30.68 feet;
South 43°13'01" East, 41.93 feet;
South 61°38'18" East, 7.49 feet to a point on the South boundary of the NW¼ of said Section 6;
Thence South 89°51'24" West along the South boundary of the NW¼ of said Section 6 for a distance of 410.22 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 2:
TOWNSHIP 9 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 1: S½NE¼

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APR 28 2023

TRACT NO. 3: AARDEMA PURCHASE – JEROME COUNTY

PARCEL NO. 1:
TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 25: W½SW¼; SE¼SW¼, EXCEPTING THEREFROM that part of the NW¼SW¼ described as follows:

Commencing at the West quarter corner of said Section 25, from which the Southwest corner of Section 25 bears South 00°01'31" East, 2643.34 feet. Said West quarter corner being THE TRUE POINT OF BEGINNING;
Thence South 89°39'19" East along the North boundary of the NW¼SW¼ of Section 25 for a distance of 666.83 feet to the center of an irrigation canal;
Thence along the center of the irrigation canal on the following courses:
South 24°30'22" East, 32.00 feet to the point of curve of a curve right;
Thence Southwesterly along the center of the canal on the arc of the curve right for a distance of 299.98 feet to the point of tangent, said arc having a radius of 266.64 feet and a long chord bearing and distance of South 07°43'28" West, 284.41 feet;
Thence South 39°57'17" West, 121.90 feet;
Thence South 45°09'51" West, 117.12 feet;
Thence South 54°28'01" West, 65.66 feet;
Thence South 60°46'07" West, 84.20 feet;
Thence South 64°28'03" West, 110.08 feet to the point of a curve left;
Thence Southeasterly along the center of the canal on the arc of the curve left for a distance of 249.00 feet to the point of tangent, said arc having a radius of 155.84 feet and a long chord bearing and distance of South 16°49'59" West, 218.97 feet;
Thence South 27°47'50" East, 130.51 feet;
Thence South 48°17'38" East, 179.45 feet;
Thence South 54°28'28" East, 63.66 feet;
Thence leaving the center of the canal on a bearing of South 89°30'39" West for a distance of 437.04 feet to a point on the West boundary of the NW¼SW¼ of Section 25;
Thence North 00°01'31" West along the West boundary of the NW¼SW¼ of Section 25 for a distance of 1102.85 feet to THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM that portion for a County right of way being part of the S½SW¼ as set forth in Warranty Deed given by Aardema Farms Limited Partnership, Grantor to Jerome Highway District, a body politic and corporate of the State of Idaho, dated June 23, 2008, recorded July 1, 2008 as Instrument No. 2083584, Jerome County records.

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 26: SW¼; N½SE¼

EXCEPTING THEREFROM that portion for a County right-of-way being part of the S½SW¼ as set forth in Warranty Deed given by Aardema Farms Limited Partnership, Grantor to Jerome Highway District, a body politic and corporate of the State of Idaho, dated June 23, 2008, recorded July 1, 2008 as Instrument No. 2083586, Jerome County records.

PARCEL NO. 2: (Hite Farmland):
TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 35: E½NE¼

SAVE AND EXCEPT the following described:

Beginning at the Northeast corner of Section 35; Thence North 89°40'55" West 40.00 feet along the Northerly boundary of Section 35 to the TRUE POINT OF BEGINNING;
Thence North 89°40'55" West, 1280.82 feet along said Northerly boundary to the Northwest corner of E½NE¼;
Thence South 0°03'20" West, 176.85 feet along the Westerly boundary of E½NE¼;
Thence South 89°40'55" East, 1280.76 feet;
Thence North 0°04' East, 176.85 feet to the TRUE POINT OF BEGINNING.

SCANNED
APR 28 2023

ALSO EXCEPTING THEREFROM a parcel of land in the fee for a County Road right-of-way conveyed to Jerome Highway District by Warranty Deed dated June 23, 2008, recorded July 1, 2008 as Instrument Number 2083585, Jerome County records, being part of an entire tract of property, situate in the NE¼NE¼ of Section 35, Township 8 South, Range 16 East of the Boise Meridian, Jerome County, Idaho. The boundaries of said parcel of land are described as follows:

Beginning at the Northeast corner of said entire tract, which point is the Northeast corner of said Section 35;
Thence South 0°23'37" West, 60.73 feet along the section line and the Easterly boundary line of said entire tract;
Thence North 89°36'23" West, 25.00 feet to the Westerly highway right of way line of 100 West Street;
Thence North 0°23'37" East, 10.00 feet along said highway right of way line;
Thence Westerly 15.02 feet along the arc of a 8196.50-foot radius curve to the right, chord bears South 89°18'42" West, 15.02 feet to a Westerly boundary line of said entire tract, at a point 46.50 feet radially distant Southerly from the center line of Bob Barton Road, Project No. STP-2765 (100), opposite approximate Engineers Station 311+01.55;
Thence North 0°24'44" East, 51.19 feet along said boundary line to a Northwest corner of said entire tract and the Northerly section line of said Section 35;
Thence South 89°20'41" East, 40.00 feet along said section line and the Northerly boundary line of said entire tract to the POINT OF BEGINNING.

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 35: W½NE¼

SAVE AND EXCEPT, the following described tracts:

Tract No. 1:
Beginning at the North Quarter corner of Section 35; Thence South 89°40'55" East 30.00 feet along the Northerly boundary of Section 35 to THE TRUE POINT OF BEGINNING;
Thence South 0°02'55" West 170.00 feet;
Thence South 89°40'55" East 654.58 feet;
Thence South 86.82 feet;
Thence South 89°40'55" East 145.00 feet;
Thence North 86.82 feet;
Thence South 89°40'55" East 461.21 feet to a point 30.00 feet Westerly of the East boundary of the W½NE¼;
Thence North parallel to and 30.00 feet West of the East boundary of the W½NE¼ 170.00 feet to the North boundary of Section 35;
Thence North 89°40'55" West 1260.82 feet along said Northerly boundary to THE TRUE POINT OF BEGINNING.

Tract No. 2:
A parcel of land for a county road right-of-way conveyed to Jerome Highway District by Warranty Deed dated June 23, 2008, recorded July 1, 2008 as Instrument Number 2083585, Jerome County records, being a part of the entire tract of property, situate in the NW¼NE¼ of Section 35, Township 8 South, Range 16 East of the Boise Meridian, Jerome County, Idaho. The boundaries of said parcel of land are described as follows:

Beginning at the Northwest corner of said entire tract, which point is the North quarter corner of said Section 35;
Thence South 89°20'41" East, 30.00 feet along the Section line and the Northerly boundary line to a Northeast corner of said entire tract;
Thence South 0°23'09" West, 38.32 feet along a Easterly boundary line of said entire tract to a point 35.00 feet perpendicularly distant Southerly from the center line of Bob Barton Road, Project No. STP-2765 (100), opposite approximate Engineers Station 285+30.32;
Thence North 89°29'49" West, 29.99 feet to the Westerly boundary line of said entire tract;
Thence North 0°22'42" East, 38.40 feet along said boundary line to THE POINT OF BEGINNING.

Tract No. 3:
A parcel of land in fee for a County Road right of way conveyed to Jerome Highway District by Warranty Deed dated June 23, 2008, recorded July 1, 2008 as Instrument Number 2083585, Jerome County records, being part of an entire tract of property, situate in the NW¼NE¼ of Section 35, Township 8 South, Range 16 East of the Boise Meridian, Jerome County, Idaho. The boundaries of said parcel of land are described as follows:

Beginning at the Northeast corner of said entire tract, which point is 1320.82 feet South 89°20'41" East along the section line from the North quarter corner of said Section 35;

SCANNED
APR 28 2023

Thence South 0°08'41" West, 25.00 feet along the Easterly boundary line of said entire tract to a point 35.06 feet perpendicularly distant Southerly from the center line of Bob Barton Road, Project No. STP-2765 (100), opposite approximate Engineers Station 298+20.27;
Thence North 89°20'41" West 30.11 feet to a Westerly boundary line of said entire tract;
Thence North 0°23'45" East, 25.00 feet along said boundary line to a Northwesterly corner of said entire tract and the Northerly section line of said Section 35;
Thence South 89°20'41" East 30.00 feet along said section line and a Northerly boundary line of said entire tract to THE POINT OF BEGINNING.

TRACT NO. 4: AARDEMA PURCHASE – JEROME COUNTY

PARCEL NO. 1:
TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 34: SE¼SE¼

PARCEL NO. 2:
TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 35: Part of the SW¼NW¼ and Part of the NW¼SW¼, more particularly described as follows:

Beginning at the Northwest corner of Section 35, said corner marked by a brass cap; Thence South 00°01'42" East (South 00°01'40" East, Rec.) along the West line of Section 35 for a distance of 2293.44 feet (2293.47 feet, Rec.) to a spike nail which shall be THE POINT OF BEGINNING;
Thence along a non-tangent curve to the right for a distance of 1599.99 feet (1599.83 feet, Rec.) to a ½ inch rebar, said curve having a radius of 1360.00 feet, a delta angle of 67°24'22", and a long chord bearing of North 50°09'02" East (North 50°08'57" East, Rec.) for a distance of 1509.30 feet (1509.10 feet, Rec.) to the North line of the SW¼NW¼;
Thence South 89°43'42" East (South 89°43'31" East, Rec.) along said 1/16 section line for a distance of 161.59 feet (161.57 feet, Rec.) to a ½ inch rebar at the Northeast corner of the SW¼NW¼;
Thence South 00°00'48" East (South 00°00'54" East, Rec.) along the East line of the SW¼NW¼ for a distance of 1320.94 feet (1320.90 feet, Rec.) to the Northeast corner of the NW¼SW¼;
Thence South 00°00'27" East (South 00°00'36" East, Rec.) along the East line of the NW¼SW¼ for a distance of 1321.10 feet (1321.05 feet, Rec.) to a ½ inch rebar at the Southeast corner of the NW¼SW¼;
Thence North 89°43'23" West (North 89°43'28" West, Rec.) along the South line of the NW¼SW¼ for a distance of 547.72 feet to a ½ inch rebar;
Thence North 55°51'37" West for a distance of 559.51 feet to a ½ inch rebar;
Thence North 88°56'17" West for a distance of 286.70 feet to a ½ inch rebar;
Thence North 88°56'17" West for a distance of 22.89 feet to the West line of Section 35;
Thence North 00°01'00" West (North 00°01'04" West, Rec.) along said section line for a distance of 1005.08 feet to a ½ inch rebar at the West ¼ corner of Section 35;
Thence North 00°01'42" West (North 00°01'40" West, Rec.) along said section line for a distance of 348.22 feet (348.23 feet, Rec.) to the POINT OF BEGINNING.

PARCEL NO. 3:
TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 35: Part of the SW¼NW¼, more particularly described as follows:

Commencing at the Northwest Section corner of Section 35; Thence South 0°01'40" East, 1320.85 feet along the West Section line of said Section 35 to a point on said line at the Northwest corner of the SW¼NW¼; Thence South 89°43'31" East, 584.10 feet along the North line of the SW¼NW¼ to a point on said line which is the TRUE POINT OF BEGINNING;
Thence South 89°43'31" East, 575.00 feet continuing along said line to a point on said line;
Thence Southwesterly 613.53 feet along the arc of a curve left, said curve having a radius of 1360.00 feet with a tangent of 312.08 feet, a Delta of 25°50'52", a Chord length of 608.34 feet, and a Chord Bearing of South 70°55'31" West;
Thence North 0°00'54" West, 201.56 feet to the TRUE POINT OF BEGINNING.

SCANNED
APR 28 2023

EASEMENT NO. 1:
Together with a 25.00 foot wide easement along the South side of an existing North Side Canal, with the easement centerline described as follows:

Commencing at the Northwest Section corner of Section 35;
Thence South 0°01'40" East, 1118.68 feet along the West Section line of said Section 35 to a point on said line which is the POINT OF BEGINNING;
Thence South 74°53'47" East, 362.88 feet to a point;
Thence Southeasterly 102.78 feet along the arc of a 150.00 foot Radius curve right, with a Tangent of 53.50 feet, Delta of 39°15'31", a Chord length of 100.78 feet and a Chord Bearing of South 57°37'26" East, to a point;
Thence Southeasterly 99.87 feet along the arc of a 100.00 foot Radius curve left, with a Tangent of 104.57 feet, a Delta of 59°54'50", a Chord length of 99.87 and a Chord Bearing of South 64°04'04" East to a point;
Thence South 89°43'31" East, 83.92 feet to the end point, said point lying South 89°43'31" East 25.00 feet and North 00°00'54" West, 12.50 feet from the Northwest corner of the above described property.

TRACT NO. 5: AARDEMA PURCHASE - JEROME COUNTY

PARCEL NO. 1:
TOWNSHIP 9 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 2: W½SW¼

TOWNSHIP 9 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 2: SW¼NW¼

PARCEL NO. 2:
TOWNSHIP 9 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 2: W½SE¼ AND that part of the E½SW¼, more particularly described as follows:

Beginning at the South ¼ corner of Section 2 in Township 9 South, Range 16 East Boise Meridian, said corner marked by a ½ inch rebar which shall be THE POINT OF BEGINNING;
Thence North 89°32'27" West along the South line of Section 2 for a distance of 305.48 feet to a 5/8 inch rebar;
Thence North 00°01'31" West for a distance of 70.36 feet to a 5/8 inch rebar;
Thence North 69°18'09" West for a distance of 202.52 feet to a ½ inch rebar;
Thence North 62°08'42" West for a distance of 180.95 feet to a 5/8 inch rebar;
Thence North 55°22'17" West for a distance of 171.46 feet to a ½ inch rebar;
Thence North 03°26'46" West for a distance of 43.64 feet to a ½ inch rebar;
Thence North 49°49'25" West for a distance of 175.22 feet to a ½ inch rebar;
Thence North 88°46'58" West for a distance of 392.58 feet to a ½ inch rebar on the West line of the E½SW¼;
Thence North 00°07'20" East along said 1/16 section line for a distance of 2161.20 feet to a 5/8 inch rebar at the Northwest corner of the E½SW¼;
Thence South 89°30'57" East along the North line of the E½SW¼ for a distance of 1323.16 feet to a 5/8 inch rebar at the center ¼ corner;
Thence South 00°03'31" West along the East line of the E½SW¼ for a distance of 2641.32 feet to THE POINT OF BEGINNING.

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APR 28 2023

TRACT NO. 6: AARDEMA PURCHASE – GOODING COUNTY

FARMLAND AND OFFICE

TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, STATE OF IDAHO

Section 36: SE¼; NE¼

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, STATE OF IDAHO

Section 31: The West 660 feet of Lot 4 AND that Part of Lot 4 described as follows:

Commencing at the Southwest corner of said Lot 4; Thence South 89°53'05" East, 660.00 feet along the Southerly boundary of said Lot 4 to THE TRUE POINT OF BEGINNING;
Thence South 89°53'05" East, 162.00 feet along said Southerly boundary, said point lies North 89°53'05" West, 239.12 feet from the Southeast corner of said Lot 4;
Thence North 1°53'56" East, 121.07 feet;
Thence North 89°39'20" East, 96.49 feet;
Thence North 2°06'56" East, 108.20 feet;
Thence North 88°57'04" East, 117.79 feet to a point that lies North 0°13'26" West, 232.64 feet and South 88°57'04" West, 15.95 feet from the Southeast corner of said Lot 4;
Thence North 0°50'02" West, 505.10 feet;
Thence North 89°46'34" East, 21.33 feet to the Easterly boundary of said Lot 4;
Thence North 0°13'26" West, 581.58 feet along the Easterly boundary of said Lot 4 to the Northeast corner of said Lot 4;
Thence North 89°53'09" West, 395.98 feet along the Northerly boundary of said Lot 4;
Thence South 1319.03 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM that part of Government Lot 4, described as follows:

Beginning at the Southwest corner for Section 31; Thence South 89°53'05" East, 778.23 feet along the Southerly boundary of Section 31 to the TRUE POINT OF BEGINNING;
Thence South 89°53'05" East, 43.77 feet along said Southerly boundary;
Thence North 1°53'56" East, 121.07 feet;
Thence North 89°39'20" East, 96.49 feet;
Thence North 2°06'56" East, 108.20 feet;
Thence North 88°57'04" East, 40.98 feet;
Thence North 89°53'05" West, 188.77 feet;
Thence South 0°06'55" West, 230.75 feet to THE TRUE POINT OF BEGINNING.

Section 31: That part of Lot 3, more particularly described as follows:

Commencing at the Northwest corner of said Lot 3; Thence South along the West boundary of Lot 3, 1288.58 feet to THE POINT OF BEGINNING;
Thence South 89°40'43" East, 1055.89 feet to a point on the East boundary of said Lot 3;
Thence South 0°13'26" East along the East boundary of Lot 3, 26.61 feet to the Southeast corner of said Lot 3;
Thence West along the South boundary of said Lot 3 to the Southwest corner of Lot 3;
Thence North along the West boundary of Lot 3, 30.43 feet to THE TRUE POINT OF BEGINNING.

TOWNSHIP 9 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 1: Lot 1, SE¼NE¼

EXCEPTING THEREFROM the following described tract of land:

SCANNED
APR 28 2023

Beginning at the Northeast corner of said Section 1 which is monumented by a ½ inch rebar and cap, from which the Northwest corner of said Section 1 which is monumented by a spike and bears North 89°51'01" West, 5281.33 feet;
Thence South 00°26'29" East along the Easterly boundary of Government Lot 1 for a distance of 303.80 feet to a found ½" rebar;
Thence North 89°51'01" West parallel with the Northerly boundary of said Government Lot 1 for a distance of 416.51 feet to a set 5/8 inch rebar & cap (LS8077);
Thence North 55°21'53" West for a distance of 177.00 feet to a set 5/8 inch rebar & cap (LS8077);
Thence North 61°55'25" West for a distance of 177.00 feet to a set 5/8 inch rebar & cap (LS8077);
Thence North 00°26'29" West for a distance of 120.68 feet to a point on the Northerly boundary of Government Lot 1;
Thence South 89°51'01" East along the Northerly boundary of Government Lot 1 for a distance of 716.90 feet to THE POINT OF BEGINNING.

TOWNSHIP 9 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 6: Lot 5, EXCEPTING THEREFROM the East 340 feet thereof.

TRACT G – GERRATT DAIRY

TRACT NO. 1 - JEROME COUNTY

PARCEL NO. 1:
TOWNSHIP 10 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 26: Lots 1and 2 AND That part of W½SE¼ lying South and East and below Lateral A of the North Side Canal Company, Ltd.

Section 35: Lot 2

Section 34: Lot 1; SW¼NE¼; NE¼NE¼; NW¼NE¼, SAVE AND EXCEPT the following described:

Beginning at the Northwest corner of said NW¼NE¼;
Thence running East on the Section line 40 rods;
Thence running South in a direct line to Lateral A;
Thence following West boundary of Lateral A, to the South line of said NW¼NE¼;
Thence running West on the South boundary to the Southwest corner of the NW¼NE¼;
Thence running North to THE PLACE OF BEGINNING.

PARCEL NO. 2:
TOWNSHIP 10 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 26: SE¼SW¼

Section 35: NW¼NW¼; Lot 3

PARCEL NO. 3:
TOWNSHIP 10 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 26: NE¼NE¼; SE¼NE¼, EXCEPTING THEREFROM the following tracts:

Tract No. 1:
Beginning at the Southwest corner of the SE¼NE¼ of said Section;
Thence East along the quarter section line to the right of way line of the North Side Canal
Company, Ltd., Lateral A; Thence in a meandering Northeasterly direction following the said North Side Canal Company right of way to the North line of the SE¼NE¼ of said Section;
Thence West to the Northwest corner of the said SE¼NE¼;

SCANNED
APR 28 2023

Thence South to THE POINT OF BEGINNING.

Tract No. 2:
A parcel of land located in the NE¼NE¼ and the NW¼NE¼, more particularly described as follows:

Beginning at the Northeast corner of said Section 26, from which the North Quarter corner of said Section 26 bears South 89°44'40" West, 2648.06 feet;
Thence South 00°35'45" East along the East boundary of the NE¼NE¼ of said Section 26 for a distance of 1321.14 feet to the Southeast corner of the NE¼NE¼ of said Section 26;
Thence South 89°40'48" West along the South boundary of the NE¼NE¼ of said Section 26 for a distance of 1330.25 feet to the Southwest corner of the NE¼NE¼ of said Section 26;
Thence Northwesterly 2079.18 feet along a non-tangent curve right having a radius of 1322.61 feet, delta angle of 90°04'14" and a long chord bearing North 45°17'27" West for a distance of 1871.61 feet to a point on the North boundary of the NW¼NE¼ of said Section 26;
Thence North 89°44'40" East along the North boundary of the NE¼ of said Section 26 for a distance of 2646.64 feet to the POINT OF BEGINNING.

PARCEL NO. 4:
TOWNSHIP 10 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 26: The W½NE¼ and Part of the SE¼NE¼ more particularly described as follows:

Beginning at the Southwest corner of said SE¼NE¼;
Thence East along the quarter section line to the right-of-way line of Lateral "A" of the North Side Canal Company, Ltd.;
Thence in a meandering Northeasterly direction along the said Canal Company, right-of-way to the North line of said SE¼NE¼;
Thence West to the Northwest corner of said SE¼NE¼;
Thence South to the POINT OF BEGINNING;

That portion of the NE¼SE¼ lying above Lateral "A" of the North Side Canal Company, Ltd.

That part of the NW¼SE¼ that lies above Lateral "A" of the North Side Canal Company, Ltd.

EXCEPTING THEREFROM the following described tracts:

Tract No. 1:
Commencing at the Northwest corner of said NW¼SE¼;
Thence 175 feet East along the North boundary of said NW¼SE¼;
Thence due South for 500 feet;
Thence due West for 175 feet, more or less, to the Westerly boundary of said NW¼SE¼;
Thence North along the West boundary of said NW¼SE¼ for 500 feet to the POINT OF BEGINNING;

Tract No. 2:
Part of the NW¼SE¼ of said Section, more particularly described as follows:
Commencing at the East quarter corner of said Section 26 a distance of 2672.73 feet on a bearing of South 89°36'45" West along the East-West center quarter line of said Section 26 to the center quarter corner of said Section 26; Thence on a bearing of South 0°03'56" East a distance of 500.00 feet along the North-South center quarter line of said Section 26 to THE REAL POINT OF BEGINNING;
Thence from this REAL POINT OF BEGINNING on a bearing of North 89°36'45" East a distance of 266.00 feet;
Thence on a bearing of South 79°50'16" East (South 79°05'16" East recorded) a distance of 364.87 feet;
Thence on a bearing of South 38°54'13" East a distance of 50.29 feet to the centerline of Northside Canal Company's Lateral A;
Thence along the centerline of Northside Canal Company's Lateral A the following courses and distances:
South 51°05'47" West 2.60 feet;
South 30°39'33" West 23.44 feet;
South 9°48'48" West 33.23 feet;
South 16°39'58" East 21.15 feet;
South 52°36'44" East 84.15 feet;
South 21°53'45" East 34.50 feet;
South 8°38'50" West 219.84 feet;
South 29°53'59" West 32.82 feet;
South 88°25'18" West 63.22 feet;

SCANNED
APR 28 2023

North 69°31'04" West 230.73 feet;
South 70°31'03" West 25.24 feet;
South 21°08'07" West 24.48 feet;
South 26°18'48" East 168.81 feet;
South 3°53'40" East 44.91 feet;
South 35°37'17" West 147.95 feet;
South 54°37'13" West 91.30 feet to the South boundary of the NW¼SE¼, Section 26;
Thence departing from the centerline of Northside Canal Company's Lateral A and along the South boundary of the NW¼SE¼, Section 26 on a bearing of North 89°39'18" West a distance of 277.84 feet to the West boundary of the NW¼SE¼, Section 26;
Thence along the West boundary of the NW¼SE¼, Section 26 on a bearing of North 0°03'56" West a distance of 828.60 feet to THE REAL POINT OF BEGINNING.

Tract No. 3:
A fifty foot wide tract of land being 25 feet in width on each side of the following described centerline in the SW¼NE¼ and the NW¼SE¼ all in Section 26, Township 10 South, Range 20 East, Boise Meridian, Jerome County, Idaho, described as follows:

Commencing at the East quarter corner of Section 26, Township 10 South, Range 20 East, Boise Meridian, South 89°36'45" West 2672.73 feet along the East-West center quarter line of Section 26 to the center quarter corner of said Section 26;
Thence along the North-South center quarter line of said Section 26 North 0°03'56" West 25.00 feet;
Thence North 89°36'45" East 40.00 feet to the east side of the Hillsdale Highway district road right-of-way (Idaho State road designation IS 55B) and joining said road and the POINT OF BEGINNING of said centerline and 50 foot wide tract of land;
Thence from said POINT OF BEGINNING on a bearing of North 89°36'45" East a distance of 226.00 feet;
Thence continuing along said centerline South 0°03'56" East 525.00 feet to the POINT OF ENDING of said centerline and 50 foot wide tract of land. Said POINT OF ENDING bears South 23°24'24" East 570.41 feet from the POINT OF BEGINNING.

Tract No. 4:
A parcel of land in the NW¼SE¼ being generally described as the East 66 feet of the West 241 feet of the North 500 feet of said NW¼SE¼ and being more specifically described as follows:

Commencing at the East Quarter Corner of Section 26, Township 10 South, Range 20 East Boise Meridian, which bears North 89°36'45" East, 2672.73 feet from the center Quarter corner; Thence South 89°36'45" West 2431.73 feet to the REAL POINT OF BEGINNING;
Thence from said REAL POINT OF BEGINNING South 0°03'56" East 500 feet;
Thence South 89°36'45" West 66.00 feet;
Thence North 0°03'56" West 500 feet to the East-West Quarter line of said Section 26;
Thence North 89°36'45" East 66 feet along the East West center Quarter line to the REAL POINT OF BEGINNING.

Tract No. 5:
A parcel of land located in the NE¼NE¼ and the NW¼NE¼, more particularly described as follows:

Beginning at the Northeast corner of said Section 26, from which the North Quarter corner of said Section 26 bears South 89°44'40" West, 2648.06 feet;
Thence South 00°35'45" East along the East boundary of the NE¼NE¼ of said Section 26 for a distance of 1321.14 feet to the Southeast corner of the NE¼NE¼ of said Section 26;
Thence South 89°40'48" West along the South boundary of the NE¼NE¼ of said Section 26 for a distance of 1330.25 feet to the Southwest corner of the NE¼NE¼ of said Section 26;
Thence Northwesterly 2079.18 feet along a non-tangent curve right having a radius of 1322.61 feet, delta angle of 90°04'14" and a long chord bearing North 45°17'27" West for a distance of 1871.61 feet to a point on the North boundary of the NW¼NE¼ of said Section 26;
Thence North 89°44'40" East along the North boundary of the NE¼ of said Section 26 for a distance of 2646.64 feet to the POINT OF BEGINNING.

PARCEL NO. 5:
TOWNSHIP 10 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 25 & 26: Part of the NE¼NE¼ of Section 26 and the NW¼ of Section 25, more particularly described as follows:

Commencing at the Northeast corner of said Section 26, from which the North Quarter corner of said Section 26 bears South 89°44'40" West, 2648.06 feet; Thence South 00°35'45" East along the East boundary of the NE¼NE¼ of said Section 26 for a distance of 1081.13 feet to the POINT OF BEGINNING;

SCANNED
APR 28 2023

Thence North 89°40'48" East for a distance of 300.00 feet;
Thence South 00°35'45" East and parallel with the East boundary of the NE¼ of said Section 26 for a distance of 1084.36 feet;
Thence South 89°24'15" West for a distance of 300.00 feet to a point on the East boundary of the NE¼ of said Section 26;
Thence North 00°35'45" West along the East boundary of the NE¼ of said Section 26 for a distance of 845.80 feet to the Southeast Corner of the NE¼NE¼ of said Section 26;
Thence South 89°40'48" West along the South boundary of the NE¼NE¼ of said Section 26 for a distance of 1076.02 feet;
Thence North 00°19'12" West for a distance of 240.00 feet;
Thence North 89°40'48" East and parallel with the South boundary of the NE¼NE¼ of said Section 26 for a distance of 1074.87 feet to the POINT OF BEGINNING.

TRACT NO. 2: GERRATT DAIRY - JEROME COUNTY

PARCEL NO. 1:
TOWNSHIP 10 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 26: Part of the NW¼SE¼, more particularly described as follows:

Commencing at the East quarter corner of said Section 26 a distance of 2672.73 feet on a bearing of South 89°36'45" West along the East-West center quarter line of said Section 26 to the center quarter corner of said Section 26; Thence on a bearing of South 0°03'56" East a distance of 500.00 feet along the North-South center quarter line of said Section 26 to THE REAL POINT OF BEGINNING;
Thence from this REAL POINT OF BEGINNING on a bearing of North 89°36'45" East a distance of 266.00 feet;
Thence on a bearing of South 79°50'16" East (South 79°05'16" East recorded) a distance of 364.87 feet;
Thence on a bearing of South 38°54'13" East a distance of 50.29 feet to the centerline of Northside Canal Company's Lateral A;
Thence along the centerline of Northside Canal Company's Lateral A the following courses and distances:
South 51°05'47" West 2.60 feet;
South 30°39'33" West 23.44 feet;
South 9°48'48" West 33.23 feet;
South 16°39'58" East 21.15 feet;
South 52°36'44" East 84.15 feet;
South 21°53'45" East 34.50 feet;
South 8°38'50" West 219.84 feet;
South 29°53'59" West 32.82 feet;
South 88°25'18" West 63.22 feet;
North 69°31'04" West 230.73 feet;
South 70°31'03" West 25.24 feet;
South 21°08'07" West 24.48 feet;
South 26°18'48" East 168.81 feet;
South 3°53'40" East 44.91 feet;
South 35°37'17" West 147.95 feet;
South 54°37'13" West 91.30 feet to the South boundary of the NW¼SE¼, Section 26;
Thence departing from the centerline of Northside Canal Company's Lateral A and along the South boundary of the NW¼SE¼, Section 26 on a bearing of North 89°39'18" West a distance of 277.84 feet to the West boundary of the NW¼SE¼, Section 26;
Thence along the West boundary of the NW¼SE¼, Section 26 on a bearing of North 0°03'56" West a distance of 828.60 feet to THE REAL POINT OF BEGINNING.

PARCEL NO. 2:
A fifty foot wide tract of land being 25 feet in width on each side of the following described centerline in the SW¼NE¼ and the NW¼SE¼ all in Section 26, Township 10 South, Range 20 East, Boise Meridian, Jerome County, Idaho, described as follows:

Commencing at the East quarter corner of Section 26, Township 10 South, Range 20 East, Boise Meridian, South 89°36'45" West 2672.73 feet along the East-West center quarter line of Section 26 to the center quarter corner of said Section 26;
Thence along the North-South center quarter line of said Section 26 North 0°03'56" West 25.00 feet;
Thence North 89°36'45" East 40.00 feet to the east side of the Hillsdale Highway district road right-of-way (Idaho State road designation IS 55B) and joining said road and the POINT OF BEGINNING of said centerline and 50 foot wide tract of land;
Thence from said POINT OF BEGINNING on a bearing of North 89°36'45" East a distance of 226.00 feet;
Thence continuing along said centerline South 0°03'56" East 525.00 feet to the POINT OF ENDING of said centerline and 50 foot wide tract of land. Said POINT OF ENDING bears South 23°24'24" East 570.41 feet from the POINT OF BEGINNING.

SCANNED
APR 28 2023

PARCEL NO. 3:
TOWNSHIP 10 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 26: A parcel of land in the SW¼SE¼, being more specifically described as follows:

All of the land above the Northside Canal Company's Lateral A in the NW¼SW¼SE¼

TRACT H: HOLLISTER DAIRY - TWIN FALLS COUNTY

PARCEL NO. 1:
TOWNSHIP 12 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 29: NE¼; SE¼NW¼; N½SE¼; SW¼SE¼; SE¼SW¼; E½NE¼SW¼

Section 32: N½NE¼; SW¼NE¼; NW¼NW¼

PARCEL NO. 2:
TOWNSHIP 12 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 29: SE¼SE¼

PARCEL NO. 3:
TOWNSHIP 12 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 33: NW¼; SW¼

TOWNSHIP 13 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 4: Lots 3 and 4; S½NW¼

TOWNSHIP 12 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 28: S½S½S½SW¼

EASEMENT NO. 1:
Easement for the benefit of Parcel 3 shown above as set forth in Grant of Easement dated February 27, 1998, recorded March 9, 1998 as Instrument Number 1998-004079, records of Twin Falls County, Idaho.

TRACT I: HURTADO HOME DAIRY - GOODING COUNTY

PARCEL NO. 1:
TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 17: N½SW¼ East of County Road; NW¼NW¼ East and South of County Road; S½NW¼ East of County Road; NE¼ South of County Road.

SCANNED
APR 28 2023

PARCEL NO. 2:
TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 18: SE¼ and part of the E½SW¼ more particularly described as follows:

Beginning at the Southeast corner of said SE¼;
Thence Westerly along the Southerly boundary of said Section 18, North 89°54'25" West 3822.21 feet;
Thence North 0°02'44" East, 2641.34 feet to the Northerly boundary of said E½SW¼;
Thence Easterly along the Northerly boundary of said E½SW¼ and said SE¼, South 89°54'16" East, 3815.34 feet to the Northeast corner of said SE¼;
Thence Southerly along the Easterly boundary of said SE¼, South 0°06'12" East, 2641.19 feet to THE POINT OF BEGINNING.

PARCEL NO. 3:
TOWNSHIP 8 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 16: S½NW¼

SAVE AND EXCEPT a parcel of land located in the SE¼NW¼ for county road right-of-way purposes to the Wendell Highway District as set forth in Warranty Deed dated June 15, 2007, recorded July 26, 2007 as Instrument Number 222671, Gooding County records, generally described as a strip of land adjacent to and along the East boundary of the SE¼NW¼, Section 16, Township 8 South, Range 15 East, Boise Meridian in Gooding County, Idaho and being more specifically described as follows:

The East 50 feet of the SE¼NW¼, Section 16, Township 8 South, Range 15 East, Boise Meridian from Rex Leland Highway Project Station 179+16.63 Left to Project Station 192+38.32 Left saving and excepting the East 25 feet of the said East 50 feet for existing public road right-of-way.

(Basis of Bearings: The North-South centerline from the South Quarter corner of Section 16 to the North Quarter corner of Section 16 all in Township 8 South, Range 15 East of the Boise Meridian, Gooding County, Idaho, said North-South centerline being on a bearing of North 0°31'23" East)

PARCEL NO. 4:
TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 17: NE¼NW¼

SCANNED
APR 28 2023

EXHIBIT B

Hurtado Farms, LLC 2022
MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

Additional Property

associated with Mortgage by Hurtado Farms, LLC and Hurtado Land & Livestock, LLC on land located in Jerome, Gooding and Twin Falls Counties, Idaho

(list specific additional Property, if an)

Private Ground Water Rights - Dewit Dairy 1

Tract	Water Right	Owner of Record	Basis	Priority Date	Source	Use	Individual Diversion	Combinded Diversion	Individual POU	Combined POU	AFA	Confirmed
Dairy 1	36-2488	Oak Valley West LLC	Decreed	6/10/1961	Ground Water	Irrigation	1.3	1.3	65	65	260	Yes
	36-2668	Oak Valley West LLC	Decreed	9/3/1966	Ground Water	Irrigation	1.23	1.23	80	80	320	Yes
	36-8388	Oak Valley West LLC	License	5/8/2003	Ground Water	Stock/Commercial	0.17				45	Yes
	36-10782	Oak Valley West LLC	Decreed	1/1/1984	Ground Water	Domestic	0.04					Yes
							Irr Totals	2.53		145	745	

Flow Rate Analysis	CFS	GPM/CFS	GPM	GPM/POU	
	3.13	440.63	1404.8379	9.69	
Volume Analysis	POU acres	AF/Acre	AFA		
	145.00	4	580		

Dairy 1 NSCC Water	187.976
Dairy 1 Total Irr Acres	332.976
Crop Acres on Dairy 1	185.2

Private Ground Water Rights - Dewit Dairy 2

Tract	Water Right	Owner of Record	Basis	Priority Date	Source	Use	Individual Diversion	Combinded Diversion	Individual POU	Combined POU	AFA	Confirmed
Dairy 2	36-4082	Oak Valley West LLC	Decreed	5/1/1949	Ground Water	Irrigation	1.34	1.53	77	144	576	Yes
	36-7714B	Oak Valley West LLC	Decreed	5/19/1977	Ground Water	Irrigation	1.44					Yes
	36-7714A	Oak Valley West LLC	Decreed	5/19/1977	Ground Water	Irrigation	2.79	2.79	188	188	752	Yes
	36-8481	Oak Valley West LLC	License	10/31/1989	Ground Water	Stock/Commercial	0.33				78	Yes
	36-10778	Oak Valley West LLC	Decreed	12/31/1910	Ground Water	Domestic/Stock	0.04					Yes
	36-10779	Oak Valley West LLC	Decreed	12/31/1940	Ground Water	Stock	0.13					Yes
	36-10780	Oak Valley West LLC	Decreed	12/31/1940	Ground Water	Domestic	0.04					Yes
	36-10781	Oak Valley West LLC	Decreed	4/1/1986	Ground Water	Domestic	0.04					Yes
							Irr Totals	4.62		332	1328	

Flow Rate Analysis	CFS	GPM/CFS	GPM	GPM/POU	
	4.62	440.63	2073.5946	6.25	
Volume Analysis	POU acres	AF/Acre	AFA		
	332.00	4	1328		

Dairy 2 NSCC Water	90
Dairy 2 Total Irr Acres	422
Crop Acres on Dairy 2	320.44

Private Ground Water Rights - Dewit Dairy 3

Tract	Water Right	Owner of Record	Basis	Priority Date	Source	Use	Individual Diversion	Combinded Diversion	Individual POU	Combined POU	AFA	Confirmed
Dairy 3	36-8681	Oak Valley West LLC	License	5/21/1992	Ground Water	Commercial/Stk	0.26				58.1	Yes
	36-10581	Oak Valley West LLC	Decreed	10/1/1907	Ground Water	Stock/Domestic	0.05					Yes
							Irr Totals	0		0	58.1	

Flow Rate Analysis	CFS	GPM/CFS	GPM	GPM/POU	
	0.00	440.63	0	NA	
Volume Analysis	POU acres	AF/Acre	AFA		
	0.00	4	0		

Dairy 3 NSCC Water	120
Dairy 3 Total Irr Acres	120
Crop Acres on Dairy 3	66.85

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APR 28 2023

North Side Canal Company Water Rights

Dewit Dairy

Certificate	Shares	Ownership	Tract
28167	184.975	Oak Valley West LLC	Dairy 1
28168	3	Oak Valley West LLC	
	187.975		
28164	90	Oak Valley West LLC	Dairy 2
	90		
28165	40	Hurtado Farms, LLC	Dairy 3
28166	80	Hurtado Farms, LLC	
	120		
	397.975		

Private Water Rights - Crestview

Water Right	Owner of Record	Status	Priority Date	Source	Use	Individual Diversion CFS	Combined Diversion CFS	Combined Diversion AFA	Place of Use acre	Combined POU acre	Confirmed
36-16096	Cody Morgan	Decreed	2/6/1951	Ground Water	Stock	0.02	1.45	284.40			Yes
36-16410	Cody Morgan	Decreed	2/6/1951	Ground Water	Stock	0.06					Yes
					Commercial	0.06					Yes
36-17071	Cody Morgan	License	3/10/1992	Ground Water	Stock	0.06					Yes
					Commercial	0.06					Yes
36-17072	Cody Morgan	Decreed	2/6/1951	Ground Water	Stock	0.05					Yes
					Commercial	0.05					Yes
36-17073	Cody Morgan	Decreed	3/11/1954	Ground Water	Stock	0.13					Yes
					Commercial	0.13					Yes
36-17150	Cody Morgan	License	12/11/1973	Ground Water	Stock	0.66					Yes
					Commercial	0.66					Yes
36-16412	Cody Morgan	Decreed	3/11/1954	Ground Water	Stock	0.23					Yes
					Commercial	0.23					Yes
36-14632	Cody Morgan	Decreed	3/11/1960	Ground Water	Stock	0.07					Yes
					Commercial	0.07					Yes
					Domestic	0.07					Yes
36-16094	Cody Morgan	License	3/10/1992	Ground Water	Stock	0.03					Yes
36-16098	Cody Morgan	Decreed	3/11/1954	Ground Water	Stock	0.06					Yes
36-16408	Cody Morgan	License	3/10/1992	Ground Water	Stock	0.08					Yes
					Commercial	0.08					Yes
36-7418	Crestview Calves LLC	License	12/11/1973	Ground Water	Irrigation	2.7	2.7	673.8	168.4	168.4	Yes
36-16407	Cody Morgan	License	3/10/1992	Ground Water	Irrigation	1.45	5.44	1474.4	368.6	460.4	Yes
36-16409	Cody Morgan	Decreed	2/6/1951	Ground Water	Irrigation	1.13			368.6		Yes
36-16411	Cody Morgan	Decreed	19794	Ground Water	Irrigation	2.86			260.7		Yes
						11.00	8.14	2432.4	1166.3	627.8	

Flow Rate Analysis	Irrigation CFS	GPM/CFS	GPM	GPM/POU	GPM/Crop
	8.14	448.83	3653.4762	5.82	7.88

Volume Analysis	POU acres	AF/Acre	AFA
	627.8	4	2511.2

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APR 28 2023

Private Water Rights - Hollister Farm

Water Right	Owner of Record	Status	Priority Date	Source	Use	Individual Diversion CFS	Combined Diversion AFA	Place of Use acre	Combined POU acre	Confirmed
47-2853	Hurtado Land & Livestock	Decreed	5/31/1921	Ground Water	Irrigation	0.96	3,663.60		2091.00	Yes
47-2047	Hurtado Land & Livestock	Decreed	11/20/1929	Ground Water	Irrigation	3.8				Yes
47-2285	Hurtado Land & Livestock	Decreed	3/10/1955	Ground Water	Irrigation	3.66				Yes
47-12242	Hurtado Land & Livestock	Decreed	3/15/1968	Ground Water	Irrigation					Yes
47-12257	Hurtado Land & Livestock	Decreed	3/15/1968	Ground Water	Irrigation	4.5				Yes
47-12269	Hurtado Land & Livestock	Decreed	3/15/1952	Ground Water	Irrigation	1.3				Yes
47-12277	Hurtado Land & Livestock	Decreed	3/15/1968	Ground Water	Irrigation	3.66				Yes
47-12292	Hurtado Land & Livestock	Decreed	3/1/1912	Ground Water	Stock	0.09				Yes
						17.97	3663.6	0	2091	

Flow Rate Analysis	CFS	GPM/CFS	GPM	GPM/POU	GPM/Crop
	3663.6	448.83	1644333.588	786.39	959.42

Volume Analysis	POU acres	AF/Acre	AFA
	915	4	3660

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APR 28 2023

Private Ground Water Rights - Aardema Dairy 1 & 2

Tract	Water Right	Owner of Record	Basis	Priority Date	Source	Use	Individual Diversion	Combinded Diversion	Individual POU	Combined POU	AFA	Confirmed
Dairy 1 & 2	36-4002	Hurtado Farms LLC	Decreed	4/2/1960	Ground Water	Irrigation	1.73	1.73	142	142	568	Yes
	36-7049	Hurtado Farms LLC	Decreed	1/10/1969	Ground Water	Irrigation	2.41	2.43	126	126	504	Yes
	36-7329	Hurtado Farms LLC	Decreed	4/18/1973	Ground Water	Irrigation	0.8		40	40	160	Yes
	36-15256C	Hurtado Farms LLC	Decreed	3/15/1975	Ground Water	Irrigation	0.92	1.35	91.7	179.6	717.6	Yes
	36-98762	Hurtado Farms LLC	Decreed	5/23/1962	Ground Water	Irrigation	1.15		87.7			Yes
	36-2412D	Hurtado Farms LLC	Decreed	1/22/1960	Ground Water	Commercial Stk	0.65	0.65			163	Yes
	36-2726D	Hurtado Farms LLC	Decreed	5/23/1962	Ground Water	Commercial Stk	0.22	0.56			35.5	Yes
	36-15256D	Hurtado Farms LLC	Decreed	3/15/1975	Ground Water	Commercial Stk	0.11				35.5	Yes
	36-8169	Hurtado Farms LLC	Decreed	4/6/1963	Ground Water	Commercial Stk	0.15				20	Yes
	36-98763	Hurtado Farms LLC	Decreed	5/23/1962	Ground Water	Commercial Stk	0.08				13.5	Yes
	36-8517	Hurtado Farms LLC	Decreed	4/3/1950	Ground Water	Commercial Stk	0.04	0.04			16.3	Yes
	36-11074	Hurtado Farms LLC	Decreed	12/31/1960	Ground Water	Stock/Domestic	0.12	0.12				Yes
	36-93488	Hurtado Farms LLC	Decreed	1/1/1925	Ground Water	Domestic	0.04					Yes
	36-93685	Hurtado Farms LLC	Decreed	1/1/1950	Ground Water	Domestic	0.06					Yes
	36-93686	Hurtado Farms LLC	Decreed	1/1/1950	Ground Water	Domestic	0.04					Yes
	36-93687	Hurtado Farms LLC	Decreed	1/1/1980	Ground Water	Domestic	0.04					Yes
	36-11075A	Hurtado Farms LLC	Decreed	12/31/1944	Ground Water	Domestic	0.04					Yes
	36-11076A	Hurtado Farms LLC	Decreed	12/31/1944	Ground Water	Domestic	0.04					Yes
	36-15110	Hurtado Farms LLC	Decreed	12/31/1957	Ground Water	Domestic	0.04					Yes
	36-15112	James Farms	Decreed	12/31/1943	Ground Water	Domestic	0.04					Yes
							In Totals	6.11		487.4	1649.6	

Flow Rate Analysis	CFS	GPM/CFS	GPM	GPM/POU
	6.11	448.83	2742.3513	5.63
Volume Analysis	POU acres	AF/Acre	AFA	

Dairy 1&2 NSCC Water	438.32
Dairy 1&2 Total Irr Acres	925.72
Crop Acres on Dairy 1 & 2	792.45

Private Ground Water Rights - Aardema Office

Tract	Water Right	Owner of Record	Basis	Priority Date	Source	Use	Individual Diversion	Combinded Diversion	Individual POU	Combined POU	AFA	Confirmed
Office	36-2242	Hurtado Farms LLC	Decreed	12/31/1953	Ground Water	Irrigation	2.6	2.6	142	142	568	Yes
	36-2412A	Hurtado Farms LLC	Decreed	1/22/1960	Ground Water	Irrigation	0.61	0.61	39	39	156	Yes
	36-2719	Hurtado Farms LLC	Decreed	2/2/1951	Ground Water	Irrigation	2.44	2.44	154	154	656	Yes
	36-7215	Hurtado Farms LLC	Decreed	1/3/1972	Ground Water	Irrigation	0.84		164			Yes
	36-7290	Hurtado Farms LLC	Decreed	1/23/1973	Ground Water	Irrigation	1.6	1.6	80	80	320	Yes
	36-10687	Hurtado Farms LLC	Decreed	1/1/1980	Ground Water	Domestic	0.04					Yes
	36-15108	Hurtado Farms LLC	Decreed	12/31/1951	Ground Water	Domestic	0.04					Yes
	36-15110	Hurtado Farms LLC	Decreed	12/31/1957	Ground Water	Domestic	0.04					Yes
	36-15111	Hurtado Farms LLC	Decreed	12/31/1948	Ground Water	Domestic/Stock	0.13					Yes
							In Totals	7.25		425	1700	

Flow Rate Analysis	CFS	GPM/CFS	GPM	GPM/POU
	7.25	448.83	3254.0175	7.66
Volume Analysis	POU acres	AF/Acre	AFA	

Office NSCC Water	119.54
Office Total Irr Acres	544.54
Crop Acres on Office	451.56

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APR 28 2023

Private Ground Water Rights - Aardema Dairy 3

Tract	Water Right	Owner of Record	Basis	Priority Date	Source	Use	Individual Diversion	Combinded Diversion	Individual POU	Combined POU	AFA	Confirmed
Dairy 3	36-2087H	Hurtado Farms LLC	Decreed	1/23/1950	Ground Water	Irrigation	0.01	0.06	0.4	3	12	Yes
	36-2113H	Hurtado Farms LLC	Decreed	3/12/1951	Ground Water	Irrigation	0.01		0.2			Yes
	36-2161H	Hurtado Farms LLC	Decreed	1/11/1962	Ground Water	Irrigation	0.01		0.1			Yes
	36-2289K	Hurtado Farms LLC	Decreed	12/2/1965	Ground Water	Irrigation	0.01		0.1			Yes
	36-2311H	Hurtado Farms LLC	Decreed	11/23/1956	Ground Water	Irrigation	0.01		0.2			Yes
	36-2500H	Hurtado Farms LLC	Decreed	7/18/1961	Ground Water	Irrigation	0.01		0.2			Yes
	36-2514H	Hurtado Farms LLC	Decreed	6/7/1965	Ground Water	Irrigation	0.01		0.3			Yes
	36-7307H	Hurtado Farms LLC	Decreed	2/26/1973	Ground Water	Irrigation	0.01		0.2			Yes
	36-7362H	Hurtado Farms LLC	Decreed	5/2/1973	Ground Water	Irrigation	0.01		1.9			Yes
	36-7477H	Hurtado Farms LLC	Decreed	5/29/1974	Ground Water	Irrigation	0.01		0.1			Yes
	36-7606H	Hurtado Farms LLC	Decreed	2/4/1976	Ground Water	Irrigation	0.01		0.1			Yes
	36-7779H	Hurtado Farms LLC	Decreed	2/22/1978	Ground Water	Irrigation	0.01		0.3			Yes
	36-7832H	Hurtado Farms LLC	Decreed	12/11/1978	Ground Water	Irrigation	0.01		0.1			Yes
	36-10225H	Hurtado Farms LLC	Decreed	5/1/1955	Ground Water	Irrigation	0.01		0.1			Yes
	36-15155H	Hurtado Farms LLC	Decreed	12/11/1968	Ground Water	Irrigation	0.02		1.6			
	36-7250	Hurtado Farms LLC	Decreed	7/21/1972	Ground Water	Comm/Stk/Domestic	0.25					Yes
	36-7734	Hurtado Farms LLC	Decreed	3/11/1977	Ground Water	m/Commercial/Stock	1	1.25	30	30	120	Yes
							Irr Totals	0.66		33	132	

Flow Rate	CFS	GPM/CFS	GPM	GPM/POU
Analysis	0.66	448.83	296.2278	8.98

Volume	POU acres	AF/Acre	AFA
Analysis	33.00	4	132

Dairy 3 NSCC Water	180
Dairy 3 Total Irr Acres	213
Crop & Past. Acres on Dairy 3	172.39

Private Ground Water Rights - Aardema East Tracts

Tract	Water Right	Owner of Record	Basis	Priority Date	Source	Use	Individual Diversion	Combinded Diversion	Individual POU	Combined POU	AFA	Confirmed
Sec 34	36-14136	Hurtado Farms LLC	Decreed	7/7/1945	Ground Water	Stock/Domestic	0.06					Yes
Sec 1	36-14657	Hurtado Farms LLC	Decreed	4/30/1941	Ground Water	Stock/Domestic	0.06					Yes
Sec 26	36-15030	Hurtado Farms LLC	Decreed	10/21/1927	Ground Water	Stock/Domestic	0.06					Yes
							Irr Totals					

Flow Rate	CFS	GPM/CFS	GPM	GPM/POU
Analysis	0.00	448.83	0	0.00

Volume	POU acres	AF/Acre	AFA
Analysis	0.00	4	0

East Tracts NSCC Water	697.12
East Tracts Total Irr Acres	697.12
Crop & Past. Acres on East Tracts	552.01

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APR 28 2023

North Side Canal Company Water Rights

Aardema Properties

Certificate	Shares	Ownership	Tract
27987	165.59	Hurtado Farms, LLC	Dairy 1
27988	140.61	Hurtado Farms, LLC	Dairy 1
27989	132.12	Hurtado Farms, LLC	Dairy 2
	438.32		
27994	180	Hurtado Farms LLC	Dairy 3
	180		
27990	240	Hurtado Farms, LLC	East Tracts
27991	40	Hurtado Farms, LLC	
27992	223.12	Hurtado Farms, LLC	
27993	80	Hurtado Farms, LLC	
27997	114	Hurtado Farms, LLC	
	697.12		
27995	84.62	Hurtado Farms, LLC	Office
27996	34.92	Hurtado Farms, LLC	
	119.54		
	1434.98		

Private Water Rights - Gerratt Dairy

Place	Water Right	Owner of Record	Basis	Priority Date	Source	Use	Idividual Diversion	Individual POU	Confirmed
							cfs	acres	
Gerratt Dairy	36-15995	Hurtado Farms, LLC	Decreed	11/27/1964	Ground Water	Commerical/Stk	0.61		Yes

NORTH SIDE CANAL COMPANY

Place	Certificate	Owner	Location	Shares
Gerratt Dairy	27196	Hurtado Farms, LLC	25, 26, 34, 35-10S-20E	286.93
			TOTAL	286.93

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APR 28 2023

Private Water Rights

Place	Water Right	Owner of Record	Basis	Priority Date	Source	Use	Idividual Diversion	Combinded Diversion	Individual POU	Combined POU	Confirmed
							cfs	cfs	acres	acres	
Hollister Dairy	47-2296C	Hurtado Farms, LLC	Decreed	10/13/1955	Ground Water	Commercial/Stock	0.91				Yes
								0		0	

SALMON RIVER CANAL COMPANY

Place	Certificate	Owner	Location	Shares
Hollister Dairy	5113	Hurtado Farms, LLC	29, 32, 33, 12S-16E	290.20
			TOTAL	290.20

Private Water Rights - Home Dairy

Place	Water Right	Owner of Record	Basis	Priority Date	Source	Use	Idividual Diversion	Combinded Diversion	Individual POU	Combined POU	Confirmed
							cfs	cfs	acres	acres	
Home Dairy	36-7508B	Hurtado Farms, LLC	Decreed	11/5/1974	Ground Water	Irrigation	2.42		132		Yes
	36-16007	Hurtado Farms, LLC	Decreed	6/21/1973	Ground Water	Irrigation	3.12		155.7		Yes
	36-8736	Hurtado Farms, LLC	License	5/19/1992	Ground Water	Commercial/Stock	0.52	0.52			Yes
	36-16008	Hurtado Farms, LLC	Decreed	6/21/1973	Ground Water	Commercial/Stock	0.33				
								5.54		287.7	

Flow Rate Analysis	CFS	GPM/CFS	GPM	GPM/POU
	5.54	448.83	2486.5182	8.64

Volume Analysis	POU acres	AF/Acre	AFA
	60.5	4	242

NORTH SIDE CANAL COMPANY

Place	Certificate	Owner	Location	Shares
Home Dairy	24482	Jesus & Griceida Hurtao	16-8S-15E	17.82
			TOTAL	17.82

Federal Grazing Lease: United States Department of Interior, Bureau of Land Management Grazing Permit, Allotment 04071 Jones-Goat Spring, 442 AUMs, Term March 1, 2015 to February 29, 2025

SCANNED
APR 28 2023

FEDERAL RANGE MORTGAGE RIDER

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:

United States Department of Interior, Bureau of Land Management Grazing Permit, Allotment 04071 Jones-Goat Spring, 442 AUMS, Term March 1, 2015 to February 28, 2025

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.

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.

GRANTOR

Address for Notices:

2306 East 3600 South
Wendell, ID 83355

HURTADO FARMS, LLC, an Idaho limited liability company (a/k/a HURTADO FARMS, an Idaho limited liability company)

By: _____
J JESUS HURTADO-MARTINEZ
Managing Member

SCANNED
APR 28 2023

Address for Notices:

2306 East 3600 South
Wendell, ID 83355

HURTADO LAND & LIVESTOCK, LLC, an Idaho limited liability company

By: _____
J JESUS HURTADO-MARTINEZ
Managing Member

STATE OF IDAHO)
) SS
COUNTY OF Jerome)

On this 8 day of December, in the year of 2022, before me, Annette Roth, a Notary Public, personally appeared J JESUS HURTADO-MARTINEZ, known or identified to me (or proved to me on the oath of _____), to be the Managing Member of HURTADO FARMS, LLC, an Idaho limited liability company (a/k/a HURTADO FARMS, an Idaho limited liability company), the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

(SEAL) ANNETTE ROTH
COMMISSION #9314
NOTARY PUBLIC
STATE OF IDAHO

_____
Notary Public
Printed Name: Annette Roth

My Commission Expires:
8-4-2023

STATE OF IDAHO)
) SS
COUNTY OF Jerome)

On this 8 day of December, in the year of 2022, before me, Annette Roth, a Notary Public, personally appeared J JESUS HURTADO-MARTINEZ, known or identified to me (or proved to me on the oath of _____), to be the Managing Member of HURTADO LAND & LIVESTOCK, LLC, an Idaho limited liability company, the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

(SEAL) ANNETTE ROTH
COMMISSION #9314
NOTARY PUBLIC
STATE OF IDAHO

_____
Notary Public
Printed Name: Annette Roth

My Commission Expires:
8-4-2023

SCANNED
APR 28 2023

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**

February 8, 2023

HURTADO LAND & LIVESTOCK LLC
2306 E 3600 S
WENDELL ID 83355-3405

Re: Change in Ownership & Notice of Security Interest for Water Right No(s): 36-2488, etc.
See Attachment (water rights formerly in the name of Oak Valley West LLC)

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 also acknowledges receipt of correspondence adding security interest of the above referenced water right(s) to Rabo AgriFinance LLC. The Department has modified its records and has enclosed a computer-generated report for you.

You will notice that Metropolitan Life Insurance Company is copied on the letter, because they hold a security interest on the water right(s) referenced above, which was filed on behalf of the previous owner(s). The Department can remove the security interest from these water right records with written authorization from Metropolitan Life Insurance Company.

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) 293-9908.

Sincerely,

Denise Maline

Denise Maline
Administrative Assistant 1

Enclosure(s)

c: Rabo AgriFinance LLC, Chesterfield, MO
Metropolitan Life Insurance Company, c/o MetLife Investment Management LLC, Overland Park, KS
TitleOne, Burley, Idaho (File #22442519, 22464690, 22464923)
Water District 130

SCANNED
APR 28 2023

DeWit Dairy #1

WR Number	Process	Status	Current Owner(s)	Other Owner(s)
36- 2488	Water Right	Active	HURTADO LAND & LIVESTOCK LLC	RABO AGRIFINANCE LLC (Security Interest); METROPOLITAN LIFE INSURANCE CO (Security Interest for Oak Valley West LLC)
36- 2658	Water Right	Active	HURTADO LAND & LIVESTOCK LLC	RABO AGRIFINANCE LLC (Security Interest); METROPOLITAN LIFE INSURANCE CO (Security Interest for Oak Valley West LLC)
36- 8388	Water Right License	Active	HURTADO LAND & LIVESTOCK LLC	RABO AGRIFINANCE LLC (Security Interest); METROPOLITAN LIFE INSURANCE CO (Security Interest for Oak Valley West LLC)
36- 10782	Water Right	Active	HURTADO LAND & LIVESTOCK LLC	RABO AGRIFINANCE LLC (Security Interest); METROPOLITAN LIFE INSURANCE CO (Security Interest for Oak Valley West LLC)

DeWit Dairy #2

WR Number	Process	Status	Current Owner(s)	Other Owner(s)
36- 4062	Water Right	Active	HURTADO LAND & LIVESTOCK LLC	RABO AGRIFINANCE LLC (Security Interest); METROPOLITAN LIFE INSURANCE CO (Security Interest for Oak Valley West LLC)
36- 7714A	Water Right	Active	HURTADO LAND & LIVESTOCK LLC	RABO AGRIFINANCE LLC (Security Interest); METROPOLITAN LIFE INSURANCE CO (Security Interest for Oak Valley West LLC)
36- 7714B	Water Right	Active	HURTADO LAND & LIVESTOCK LLC	RABO AGRIFINANCE LLC (Security Interest); METROPOLITAN LIFE INSURANCE CO (Security Interest for Oak Valley West LLC)
36- 8491	Water Right License	Active	HURTADO LAND & LIVESTOCK LLC	RABO AGRIFINANCE LLC (Security Interest); METROPOLITAN LIFE INSURANCE CO (Security Interest for Oak Valley West LLC)
36- 10776	Water Right	Active	HURTADO LAND & LIVESTOCK LLC	RABO AGRIFINANCE LLC (Security Interest); METROPOLITAN LIFE INSURANCE CO (Security Interest for Oak Valley West LLC)
36- 10779	Water Right	Active	HURTADO LAND & LIVESTOCK LLC	RABO AGRIFINANCE LLC (Security Interest); METROPOLITAN LIFE INSURANCE CO (Security Interest for Oak Valley West LLC)
36- 10780	Water Right	Active	HURTADO LAND & LIVESTOCK LLC	RABO AGRIFINANCE LLC (Security Interest); METROPOLITAN LIFE INSURANCE CO (Security Interest for Oak Valley West LLC)
36- 10781	Water Right	Active	HURTADO LAND & LIVESTOCK LLC	RABO AGRIFINANCE LLC (Security Interest); METROPOLITAN LIFE INSURANCE CO (Security Interest for Oak Valley West LLC)

SCANNED
APR 28 2023

DeWit Dairy #3

WR Number	Process	Status	Current Owner(s)	Other Owner(s)
36- 8661	Water Right License	Active	HURTADO LAND & LIVESTOCK LLC	RABO AGRIFINANCE LLC (Security Interest); METROPOLITAN LIFE INSURANCE CO (Security Interest for Oak Valley West LLC)
36- 10581	Water Right	Active	HURTADO LAND & LIVESTOCK LLC	RABO AGRIFINANCE LLC (Security Interest); METROPOLITAN LIFE INSURANCE CO (Security Interest for Oak Valley West LLC)

SCANNED
APR 28 2023

TitleOne
a title & escrow co.

RECEIVED
DEC 29 2022
DEPT OF WATER RESOURCES
SOUTHERN REGION

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

ID Dept. of Water Resources
650 Addison Ave. West, Suite 500
Twin Falls, ID 83301

Date: 12/28/2022

Escrow No. 22464923 Hurtado Farms, LLC; Hurtado Land & Livestock, LLC

Dear Clerk:

Enclosed with this letter please find the following documents in connection with the above referred to transaction:

- The original executed Notice of Change in Water Right Ownership
- TitleOne check no. 45110 made payable to Idaho Department of Water Resources in the amount of $25.00
- Four (4) original executed Notices of Security Interest in a Water Right for 92 water rights
- TitleOne check no. 45111 made payable to Idaho Department of Water Resources in the amount of $2,300.00
- Copies of the executed Mortgage, Assignment of Rents and Security Agreement recorded in Gooding County, Jerome County, and Twin Falls County, ID

Please make the necessary changes in the records to indicate the new Owner for future water assessments and notices. Please send a receipted copy to this office attention Ashley Martinkus.

Should you have any questions, please do not hesitate to contact Ashley at 208-878-3524.

Best regards,
TITLEONE

Nancy Garrett
Ag Escrow Assistant

AR/nrg
Enc.
FedEx

SCANNED
APR 28 2023

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**

February 8, 2023

HURTADO LAND & LIVESTOCK LLC
2306 E 3600 S
WENDELL ID 83355-3405

Re: Change in Ownership & Notice of Security Interest for Water Right No(s): 36-2488, etc.
See Attachment (water rights formerly in the name of Oak Valley West LLC)

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 also acknowledges receipt of correspondence adding security interest of the above referenced water right(s) to Rabo AgriFinance LLC. The Department has modified its records and has enclosed a computer-generated report for you.

You will notice that Metropolitan Life Insurance Company is copied on the letter, because they hold a security interest on the water right(s) referenced above, which was filed on behalf of the previous owner(s). The Department can remove the security interest from these water right records with written authorization from Metropolitan Life Insurance Company.

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) 293-9908.

Sincerely,

Denise Maline

Denise Maline
Administrative Assistant 1

Enclosure(s)

c: Rabo AgriFinance LLC, Chesterfield, MO
Metropolitan Life Insurance Company, c/o MetLife Investment Management LLC, Overland Park, KS
TitleOne, Burley, Idaho (File #22442519, 22464690, 22464923)
Water District 130

SCANNED
APR 28 2023

DeWit Dairy #1

WR Number	Process	Status	Current Owner(s)	Other Owner(s)
36- 2488	Water Right	Active	HURTADO LAND & LIVESTOCK LLC	RABO AGRIFINANCE LLC (Security Interest); METROPOLITAN LIFE INSURANCE CO (Security Interest for Oak Valley West LLC)
36- 2658	Water Right	Active	HURTADO LAND & LIVESTOCK LLC	RABO AGRIFINANCE LLC (Security Interest); METROPOLITAN LIFE INSURANCE CO (Security Interest for Oak Valley West LLC)
36- 8388	Water Right License	Active	HURTADO LAND & LIVESTOCK LLC	RABO AGRIFINANCE LLC (Security Interest); METROPOLITAN LIFE INSURANCE CO (Security Interest for Oak Valley West LLC)
36- 10782	Water Right	Active	HURTADO LAND & LIVESTOCK LLC	RABO AGRIFINANCE LLC (Security Interest); METROPOLITAN LIFE INSURANCE CO (Security Interest for Oak Valley West LLC)

DeWit Dairy #2

WR Number	Process	Status	Current Owner(s)	Other Owner(s)
36- 4062	Water Right	Active	HURTADO LAND & LIVESTOCK LLC	RABO AGRIFINANCE LLC (Security Interest); METROPOLITAN LIFE INSURANCE CO (Security Interest for Oak Valley West LLC)
36- 7714A	Water Right	Active	HURTADO LAND & LIVESTOCK LLC	RABO AGRIFINANCE LLC (Security Interest); METROPOLITAN LIFE INSURANCE CO (Security Interest for Oak Valley West LLC)
36- 7714B	Water Right	Active	HURTADO LAND & LIVESTOCK LLC	RABO AGRIFINANCE LLC (Security Interest); METROPOLITAN LIFE INSURANCE CO (Security Interest for Oak Valley West LLC)
36- 8491	Water Right License	Active	HURTADO LAND & LIVESTOCK LLC	RABO AGRIFINANCE LLC (Security Interest); METROPOLITAN LIFE INSURANCE CO (Security Interest for Oak Valley West LLC)
36- 10776	Water Right	Active	HURTADO LAND & LIVESTOCK LLC	RABO AGRIFINANCE LLC (Security Interest); METROPOLITAN LIFE INSURANCE CO (Security Interest for Oak Valley West LLC)
36- 10779	Water Right	Active	HURTADO LAND & LIVESTOCK LLC	RABO AGRIFINANCE LLC (Security Interest); METROPOLITAN LIFE INSURANCE CO (Security Interest for Oak Valley West LLC)
36- 10780	Water Right	Active	HURTADO LAND & LIVESTOCK LLC	RABO AGRIFINANCE LLC (Security Interest); METROPOLITAN LIFE INSURANCE CO (Security Interest for Oak Valley West LLC)
36- 10781	Water Right	Active	HURTADO LAND & LIVESTOCK LLC	RABO AGRIFINANCE LLC (Security Interest); METROPOLITAN LIFE INSURANCE CO (Security Interest for Oak Valley West LLC)

SCANNED
APR 28 2023

DeWit Dairy #3

WR Number	Process	Status	Current Owner(s)	Other Owner(s)
36- 8661	Water Right License	Active	HURTADO LAND & LIVESTOCK LLC	RABO AGRIFINANCE LLC (Security Interest); METROPOLITAN LIFE INSURANCE CO (Security Interest for Oak Valley West LLC)
36- 10581	Water Right	Active	HURTADO LAND & LIVESTOCK LLC	RABO AGRIFINANCE LLC (Security Interest); METROPOLITAN LIFE INSURANCE CO (Security Interest for Oak Valley West LLC)

SCANNED
APR 28 2023

TitleOne
a title & escrow co.

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

ID Dept. of Water Resources
650 Addison Ave. West, Ste. 500
Twin Falls, ID 83301

RECEIVED
JAN 09 2023
DEPT OF WATER RESOURCES
SOUTHERN REGION

Date: 01/05/2023

Escrow No. 22464690 Hurtado Land & Livestock, LLC/Oak Valley West, LLC

Dear Clerk:

Enclosed with this letter please find the following documents in connection with the above referred to transaction:

- The original executed Notice of Change In Water Right Ownership from Oak Valley West, LLC to Hurtado Land & Livestock, LLC
- Six (6) copies of the Water Right Report
- A copy of the recorded Warranty Deed
- TitleOne check no. 45132 made payable to Idaho Department of Water Resources in the amount of $150.00

Please make the necessary changes in the records to indicate the Owner. Please send a copy to this office attention Ashley Martinkus, TitleOne, P. O. Box 177, Burley, ID 83318.

Best regards,
TITLEONE

Nancy Garrett
Ag Escrow Assistant

AR/nrg
Enc.
FedEx

SCANNED
APR 28 2023

Form 42-248(9) 3/22

RECEIVED
DEC 29 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.
36-2488	36-7714B	36-10780	
36-2658	36-7714A	36-10781	
36-8388	36-8491	36-8661	
36-10782	36-10776	36-10581	
36-4062	36-10779		

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
   14676 N Outer 40 Road, Ste 400
   Chesterfield, MO 63017

   Phone 1-208-737-6841
   Email maria.ziebarth@raboag.com

4. Name of Water Right Owner/Claimant(s) — Hurtado Farms, LLC

5. Expiration Date of Notification Period — January 1, 2038

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

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

   Title, if applicable — Vice President

For Office Use Only

Receipted by SG Date 12/29/2022 Receipt No. S039572 Fee #2.300⁰⁰

Processed by AJ Date WR DM Date 2-7-2023

SUPPORT DATA

IN FILE # 36-2488

SCANNED
APR 28 2023