



RECEIVED

APR 09 2025

DEPT OF WATER RESOURCES
SOUTHERN REGIONSTATE 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.

Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
36-2645C	36-11075B	36-13881	~~36-16717~~ duplicate
36-2645D	36-11076B	36-16709	36-16719
36-8021	36-13878	36-16710	36-16720
36-8165	36-13879	36-16716	36-2395
36-8398	36-13880	36-16717	36-2580 & 36-7958

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

Conterra Agricultural Capital, LLC

5465 Mills Civic Parkway, Suite 201

West Des Moines, Iowa 50266

Phone 515-564-5148

Email legal@conterraag.com

4. Name of Water Right Owner/Claimant(s) JACK AND DIANNE VAN BEEK (John W Van Beek aka Jack Van Beek)5. Expiration Date of Notification Period April 1, 20286. Is this a Renewal of Request for Notification? ☐ YES ☒ NO

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

Title, if applicable

[Signature]
COO & General Counsel**For Office Use Only**

Received by SLC Date 4-9-2025 Receipt No. 5040604 Fee \$500 -
 Processed by AJ _____ Date _____ WR DM Date 5/8/2025

SUPPORT DATA

IN FILE # 36-2395

After Recording Return To Preparer:

Conterra Agricultural Capital, LLC
5465 Mills Civic Parkway, Suite 201
West Des Moines, IA 50266
Attention: Mark A. Smith

ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.

24521575 [Space Above This Line For Recording Data] _____

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

1. **Definitions.** As used in this document, capitalized terms defined in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them in the Loan Agreement. In addition, as used herein:

"Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

"Borrowers" means Van Beek Dairy, an Idaho general partnership, Bos Land Company, LLC, an Idaho limited liability company, Van Beek Farms, LLC, an Idaho limited liability company and Van Beek Land Co., LLC, an Idaho limited liability company.

"ELA" means that certain Environmental Indemnity Agreement dated the date hereof, executed and delivered by Borrowers with respect to the Loans.

"Grantors" means Van Beek Farms, LLC, an Idaho limited liability company, Van Beek Land Co., LLC, an Idaho limited liability company, John W. Van Beek a/k/a Jack Van Beek and Dianne R. Van Beek, husband and wife, and Van Beek Dairy, a general partnership. Grantors' address is 213 W 400 S, Jerome, Idaho 83338. Grantors are the mortgagors under this Security Instrument.

"Lender" means Conterra Agricultural Capital, LLC. Lender is a limited liability company organized and existing under the laws of Iowa. Lender's address is 5465 Mills Civic Parkway, Suite 201, West Des Moines, Iowa 50266. Lender is the mortgagee under this Security Instrument.

"Loans" means the debt evidenced by the Notes, plus interest in each case, any prepayment charges and late charges due under the Notes, and all sums due under this Security Instrument and the Loan Agreement, plus interest.

"Loan Agreement" means that certain Loan Agreement dated the date hereof between Borrowers and Lender.

"Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 6) for: (a) damage to, or destruction of, the Property; (b) condemnation or other taking of all or any part of the Property; (c) conveyance in lieu of condemnation; or (d) misrepresentations of, or omissions as to, the value and/or condition of the Property.

"Notes" means Borrowers' promissory notes dated the date hereof, payable to the order of Lender in the original principal amounts of _____ (the "**M1052 Note**") and _____ (the "**R5016 Note**") respectively, plus interest in each case.

"Property" has the meaning specified in Section 2 below.

"Riders" means those certain riders to this Security Instrument that are executed by Grantors.

"Security Instrument" means this document, which is dated March 28, 2025 together with all Riders to this document.

As used in this Security Instrument: (a) pronouns and other references to any gender shall include all genders; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

2. **Granting Clause.** To secure to Lender (a) the repayment of the Loans and all renewals, extensions and modifications of the Notes; and (b) the performance of Loan Parties' covenants and agreements under this Security Instrument, the Notes, the Loan Agreement, and the other Loan Documents (but specifically excluding the EIA and any obligations that are the substantial equivalent thereof, which are deemed not to be secured hereby); and all other all other obligations of Loan Parties to Lender, now existing or hereafter arising, whether direct or indirect, contingent or absolute, and whether as maker or surety, including, without limitation, future advances and amounts advanced and expenses incurred by Lender pursuant to the Loan Documents (collectively, the "**Secured Obligations**"), Grantors mortgage, grant, pledge, bargain, assign, transfer, warrant, and convey to Lender with power of sale the following described property located in Jerome County, Idaho (the "**Land**");

See Exhibit A attached hereto and made a part hereof.

subject only to those matters set forth in the Permitted Prior Encumbrance Rider, if any such Rider is attached to this Security Instrument ("**Permitted Prior Encumbrances**");

TOGETHER WITH all buildings, improvements, affixed equipment, fixtures and permanent plantings located in or on the Land or appurtenant thereto, and all additions, replacements, and improvements hereafter made thereto or placed therein or thereon; all rights-of-way, easements, rents, issues, profits, income, proceeds and general intangibles therefrom, tenements, hereditaments, remainders, reversions, privileges and appurtenances thereunto belonging, however evidenced which are used or enjoyed in connection with the Land now or hereafter owned or belonging to the same or which hereafter may be acquired and so used or enjoyed;

TOGETHER WITH all water and water rights now owned or hereafter acquired by any Grantor and howsoever evidenced, whether such water and water rights are riparian, appropriative or otherwise and whether or not appurtenant to the Land, along with all ditch and ditch rights and any shares of stock,

licenses, permits and contracts evidencing such water or ditch rights, and all wells, reservoirs, dams, ponds and storage rights, springs and spring rights, leased project water, embankments or fixtures relating thereto (collectively, "**Water Rights**"), as well as all Water Rights set forth in the Water Rights Rider, if any such Rider is attached to this Security Instrument, including, but not limited to:

IDWR Water Right/Claim Numbers: 36-2645C, 36-2645D, 36-8021, 36-8165, 36-8398, 36-11075B, 36-11076B, 36-13878, 36-13879, 36-13880, 36-13881, 36-16709, 36-16710, 36-16716, 36-16717, 36-16719, 36-16720, 36-2395, 36-2580, 36-7958

North Side Canal Company

Certificate No. 17493 for 80 shares
Certificate No. 18439 for 40 shares
Certificate No. 18520 for 20 shares
Certificate No. 18745 for 48 shares
Certificate No. 18983 for 155 shares
Certificate No. 20548 for 105 shares
Certificate No. 20615 for 40 shares
Certificate No. 20738 for 99.25 shares
Certificate No. 22745 for 40.91 shares

Certificate No. 22890 for 52.93 shares
Certificate No. 22908 for 49.76 shares
Certificate No. 23218 for 163.66 shares
Certificate No. 24244 for 59.32 shares
Certificate No. 24256 for 34 shares
Certificate No. 24257 for 70 shares
Certificate No. 24258 for 76 shares
Certificate No. 25003 for 133.06 shares
Certificate No. 27093 for 80 shares
Certificate No. 28341 for 41.12 shares

TOGETHER WITH all fixtures and tangible personal property owned by any Grantor and located on the Land, including all windmills, pumps, irrigation equipment, motors, engines, and devices of every kind now or hereafter used for or in connection with the irrigation of the Land, or for stock watering or domestic purposes thereon, and all grain bins and storage bins, which are owned by Grantors and which are located on the Land, together with all additional accessions, replacements, improvements, repairs and substitutions to said property and the proceeds thereof and all other fixtures now or hereafter located upon the Land, all of which are declared to be appurtenant to the Land, or incident to the ownership thereof, or used in connection therewith;

TOGETHER WITH all judgments, awards of damages, settlements and payments or security (a) hereafter made as a result of or in lieu of any taking of all or any part of the Land or other property described herein under the power of eminent domain or for any damage to the Land or other property described herein and/or the improvements located thereon, or any part thereof, and (b) hereafter made for any damage to the Land or other property described herein and/or the improvements located thereon, or any part thereof resulting from exercise of or attempted exercise of mining rights or claims, however reserved or asserted, and resulting from the disturbance of any of the surface of the Property. Grantors do hereby covenant and agree that Grantors will not give such consent as may be required of the owner for mining or other surface disturbance by the terms of any patent, deed, statute, law or otherwise, without the prior written consent of Lender;

TOGETHER WITH all proceeds of and any unearned premiums on any insurance policies covering the Land and/or the improvements and other fixtures located thereon, including, without limitation, the right to receive and apply the proceeds of any insurance judgments, or settlements made in lieu thereof, for damage to the real property and/or the improvements located thereon or the indebtedness secured thereby;

TOGETHER WITH all contract rights, chattel paper, documents, accounts and general intangibles, rights to performance, entitlement to payment in cash or in kind, or any other benefits under any current or

future governmental program which pertain to the Land and the fixtures located thereon, whether now or hereafter existing or acquired;

TOGETHER WITH all grazing leases, permits, allotments, licenses, and privileges covering state or federally owned lands used or operated in connection with the Land (collectively, "**Grazing Permits**"), together with all renewals of such Grazing Permits and any Grazing Permits acquired in the future, as well as all Grazing Permits set forth if the Grazing Permits Rider, if any such Rider is attached to this Security Instrument;

TOGETHER WITH all cash and noncash proceeds of the conversion, voluntary or involuntary, of any of the foregoing; and

TOGETHER WITH any and all of Grantors' right, title, and/or interest in any and all system memberships and/or ownership certificates in any non-municipal water sewer systems now or in the future serving the Land.

All replacements and additions shall also be covered by this Security Instrument.

All of the foregoing is referred to in this Security Instrument as the "**Property**."

3. **Final Maturity.** The final maturity of M1052 Note is April 1, 2028 and the final maturity date of R5016 Note is April 1, 2028.

4. **Grantors' Rights.** Grantors covenant that Grantors are lawfully seised of the estate hereby conveyed and have the right to grant and convey the Property, including the right to grant liens and encumbrances on the Property, and that the Property is unencumbered, except for encumbrances of record and specifically those Permitted Prior Encumbrances, if any, set forth in the Permitted Prior Encumbrances Rider if such Rider is attached to this Security Instrument. Grantors warrant and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

5. **Charges; Liens.** Grantors shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any.

Grantors shall promptly discharge any lien which has priority over this Security Instrument unless Grantors: (a) agree in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Grantors are performing such agreement; (b) contest the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secure from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Grantors a notice identifying the lien. Within 10 days of the date on which that notice is given, Grantors shall satisfy the lien or take one or more of the actions set forth above in this Section 5.

Lender may require Grantors to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with the Loans.

6. Property Insurance. Grantors shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the terms of the Loans. The insurance carrier providing the insurance shall be chosen by Grantors subject to Lender's right to disapprove Grantors' choice, which right shall not be exercised unreasonably. Lender may require Grantors to pay, in connection with the Loans, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Grantors shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Grantors.

If Grantors fail to maintain any of the coverages described above, such failure shall constitute a default under the terms of this Security Instrument, the Loan Agreement, and the Loans. Lender may obtain insurance coverage, at Lender's option and Grantors' expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Grantors, Grantors' equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Grantors acknowledge that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Grantors could have obtained. Any amounts disbursed by Lender under this Section 6 shall become additional debt of Grantors secured by this Security Instrument. These amounts shall bear interest at the highest rate then applicable to the principal balance of the Loans, or that would be applicable to the principal balance of the Loans if payment in full had not occurred, from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Grantors requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Grantors shall promptly give to Lender all receipts of paid premiums and renewal notices. If Grantors obtain any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Grantors shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Grantors. Unless Lender and Grantors otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Grantors any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Grantors shall not be paid out of the insurance proceeds and shall be the sole obligation of Grantors. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall

be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Grantors. Such insurance proceeds shall be applied as provided in this Security Instrument and the other Loan Documents.

If Grantors abandon the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Grantors do not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property by foreclosure or otherwise, Grantors hereby assign to Lender (a) Grantors' rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Notes, the Loan Agreement, or this Security Instrument, and (b) any other of Grantors' rights (other than the right to any refund of unearned premiums paid by Grantors) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Notes, the Loan Agreement, or this Security Instrument, whether or not then due.

7. Preservation, Maintenance and Protection of the Property: Inspections. Grantors shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Grantors shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 6 that repair or restoration is not economically feasible, Grantors shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Grantors shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Grantors are not relieved of Grantors' obligation for the completion of such repair or restoration.

Grantors will operate the Property in a good and workmanlike manner and in accordance with all Applicable Law and will pay all fees and charges of any kind in connection therewith. Grantors will use, and cause any tenant to use, good farming and animal husbandry practices.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Grantors notice at the time of or prior to such an interior inspection specifying such reasonable cause.

Grantors shall maintain the Water Rights during the term of each Loan at a level and of a nature sufficient to provide the continuing, enforceable right to receive irrigation water on the Property from such sources, in such quantities and at such times and locations as have historically been available to the Property without interruption or substantially increased cost and in any event sufficient to provide adequate water and/or drainage to continue the current and proposed agricultural operations on the Property. All existing Water Rights benefiting or available to the Property shall be maintained in full force and effect for the benefit of the Property by Grantors and applied to beneficial use so as to maintain the validity and priority of such rights. Grantors shall fully comply with, and not permit a default to occur under any water licenses, permits or delivery contracts used to provide water to the Property and shall timely exercise all renewal or extension rights in such contracts. Grantors shall not modify, amend or terminate any Water Rights without Lender's prior written consent. Grantors shall comply with the rules, regulations and ordinances of any water district, water agency or groundwater management agency in which the Property or any portion thereof is located and pay all related fees and assessments prior to delinquency. All irrigation wells and

related facilities used to deliver irrigation water to any portion of the Property shall remain physically located within the boundaries of such Property or the subject of valid, enforceable easements appurtenant to the Property and encumbered hereby. If the use of any irrigation facilities or water serving the Property requires consent or the use of other property, Grantors shall maintain in effect all requisite easements or other legally enforceable and assignable rights to use such facilities and/or water to service the Property. Grantors shall notify Lender if the irrigation water supply to any portion of the Property is interrupted or subject to interruption for any reason other than temporarily for routine maintenance or repairs in a manner that does not impair the operation of the Property.

Grantors shall renew all Grazing Permits upon or prior to their expiration date, execute any instrument deemed necessary by Lender to effect a collateral assignment or waiver of such renewals to Lender, and pay all fees and charges, and to perform all acts and things necessary to preserve and keep in good standing all of such Grazing Permits and all renewals thereof. Grantors shall take no action which would adversely affect any of such Grazing Permits or Grantors' preference status thereunder. In the event of foreclosure of this Security Instrument, Grantors will waive all claims for preference under any such Grazing Permits upon demand from the purchaser at foreclosure sale of the Land, or any successor to such purchaser. Grantors further agree that the lands covered by any lease, permit or privilege which Grantors, with the consent of Lender, shall substitute for the Grazing Permits, shall be subject to the provisions of this Security Instrument. Upon foreclosure and sale of the Land, title to the improvements held by Grantors on any federal or state lands covered by the Grazing Permits, together with Grantors' right to be paid the reasonable value thereof, shall pass free of all encumbrances other than those of the United States to the purchaser at such sale, and Lender is hereby authorized to execute, at its option, on behalf of Grantors, a bill of sale for such improvements. If title in fee simple to any of the lands covered by the Grazing Permits (or to any other lands) shall hereafter be acquired by Grantors, it is understood and agreed that such lands shall, upon such acquisition, become subject to the lien of this Security Instrument to the same extent as though such lands had originally been included herein as part of the Land, and further, that all of the terms, covenants, conditions and stipulations of this Security Instrument, applicable to the Property, shall extend and be applicable to any lands hereafter so acquired. Grantors shall execute any documents reasonably requested by Lender to perfect or document the pledge of the Grazing Permits to Lender.

8. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Grantors fail to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Grantors have abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; (c) paying reasonable and documented attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding, (d) perform any farming operations related to the planting, growing, maintenance, and harvesting of crops located on the Property, and (e) perform any ranching operations related to any animals located on the Property. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may act under this Section 8, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability

for not taking any or all actions authorized under this Section 8. Lender may perform these or any other actions it deems necessary in Lender's sole discretion to preserve the value of the Property, and/or assign to others the right to do same on behalf of Lender. Lender may make advances under this Security Instrument or other instrument providing security for the Notes, to protect the Lender's interest in this Security Instrument or other instrument providing security for the Notes from loss of value or damage. Any money so advanced (including reasonable and documented costs of recovery and attorneys' fees) plus interest at the default rate indicated in the Notes shall be due and payable by Grantors on demand and is an obligation secured by this Security Instrument.

If this Security Instrument is on a leasehold, Grantors shall comply with all the provisions of the lease. Grantors shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Grantors shall not, without the express written consent of Lender, alter or amend the ground lease. If any Grantor acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

9. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender. If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Grantors. The Miscellaneous Proceeds shall be applied as provided in this Security Instrument and the other Loan Documents.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Grantors.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Grantors and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Grantors.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Grantors and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Grantors, or if, after notice by Lender to Grantors that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Grantors fail to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "***Opposing Party***" means the third party that owes Grantors Miscellaneous Proceeds or the party against whom Grantors have a right of action in regard to Miscellaneous Proceeds.

The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property as provided in this Security Instrument and the other Loan Documents.

10. Grantors Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument shall not operate to release the lien of this Security Instrument or the liability of Grantors or any other Loan Party under this Security Instrument or any other Loan Document. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

11. Loan Charges. Lender may charge Grantors fees for services performed in connection with any Event of Default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Grantors shall not be construed as a prohibition on the charging of such fee.

12. Notices. All notices given to Lender in connection with this Security Instrument shall be given and deemed effective when delivered in accordance with the Loan Agreement. All notices given to Grantors in connection with this Security Instrument shall be given and deemed effective when delivered to Grantors in accordance with the Loan Agreement. If any notice required by this Security Instrument is also required under Applicable Law, the requirement of Applicable Law will satisfy the corresponding requirement under this Security Instrument.

13. Governing Law. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract.

14. Sale of Note. Any Notes or a partial interest in the Notes (together with this Security Instrument) can be sold one or more times without prior notice to Grantors.

15. **Hazardous Substances.** As used in this Section 15: (a) "**Hazardous Substances**" means those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "**Environmental Law**" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "**Environmental Cleanup**" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) "**Environmental Condition**" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Grantors shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Grantors shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Grantors shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Grantors have actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Grantors learn, or are notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Grantors shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for Environmental Cleanup. Grantors are party to the EIA and, for the avoidance of doubt, Grantors' obligations and indebtedness under the EIA are not secured by this Security Instrument.

16. **Additional Property Subject To This Security Instrument.** This Security Instrument also constitutes a security agreement within the meaning of the Uniform Commercial Code as adopted in the State of Idaho (the "**UCC**") with respect to all fixtures and personal property included in the Property as described above (the "**Personal Property**"). All of the terms, provisions, conditions and agreements contained in this Security Instrument pertain and apply to the Personal Property as fully and to the same extent as to any other property covered. The provisions of this Section 16 shall not limit the generality or applicability of any other provision of this Security Instrument but shall be in addition thereto.

17. **Fixture Filing.** From the date of its recording, this Security Instrument shall be effective as a financing statement filed as a fixture filing under the UCC with respect to the Personal Property. For purposes of such financing statement, the names and addresses of the "debtor" and "secured party" are the names and addresses of Grantors and Lender, respectively, as set forth in Section 1 hereof.

18. **Use of Property; Compliance With Law.** Grantors shall not seek, agree to or make a change in the permitted use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Grantors shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

19. Assignment of Leases. Upon Lender's request after any default under this Security Instrument, the Loan Agreement, or the Notes, Grantors shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph, the word "lease" shall mean "sublease" if this Security Instrument is on a leasehold.

20. Assignment of Rents; Appointment of Receiver; Lender In Possession. Grantors absolutely and unconditionally assign and transfer to Lender all of Grantors' right, title and interest in and to the rents and revenues ("**Rents**") of the Property, regardless of to whom the Rents of the Property are payable. Grantors authorize Lender or Lender's agents to collect the Rents and agree that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Grantors may receive the Rents until Lender has given notice to the tenant(s) following an Event of Default that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

Upon notice by Lender following an Event of Default, (a) all Rents received by Grantors shall be held by Grantors in trust for the benefit of Lender only, to be applied to the sums secured by this Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Grantors agree that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by this Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness secured by this Security Instrument.

Grantors represent and warrant that Grantors have not executed any prior assignment of the Rents and have not performed, and will not perform, any act that would prevent Lender from exercising its rights under this Section 20.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by this Security Instrument are paid in full.

21. Cross-Default. The occurrence of any default or event of default (however defined) by any Borrower under any bond, debenture, note, securitization or other evidence of indebtedness or similar obligation of such Borrower, or under any indenture, loan agreement, credit agreement, security agreement,

mortgage, deed of trust or other instrument or agreement under which any such evidence of indebtedness or similar obligation has been issued or by which it is governed or secured, and (in each case) the expiration of the applicable grace period, if any, specified in such evidence of indebtedness, indenture, or other instrument, shall constitute a default under this Security Instrument and an event of default under the Note.

22. Cross-Collateralization. In addition to the Note, all liens, security interests, assignments, suretyship obligations, stock pledges, rights and remedies granted to the Lender in the Loan Documents secure all obligations, debts and liabilities, plus interest thereon, of each and every Borrower to the Lender, as well as claims by the Lender against each and every Borrower, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, absolute or contingent, whether any Borrower may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

23. Remedies Following Event of Default. Upon the occurrence and during the continuance of an Event of Default, in addition to any other rights, remedies, and powers that Lender may have under the other Loan Documents or as provided by law, Lender (either personally or by its agents, nominees, or attorneys) may immediately take such action, without notice or demand, as it deems advisable to protect and enforce the lien and security interest hereof and its rights hereunder, including without limitation the following actions, each of which may be pursued in its own name or in the name of Grantors, concurrently or otherwise, at such time and in such manner as Lender may determine in its sole discretion, without impairing or otherwise affecting the other rights, remedies, and powers of Lender:

(a) Entry and Possession. (i) Enter upon and take possession of the Property, with or without the appointment of a receiver or an application therefor; (ii) dispossess and exclude Grantors and their agents and servants wholly therefrom by summary proceedings or otherwise; (iii) take possession of all books, records, and accounts relating thereto; (iv) use, operate, manage, control, insure, maintain, repair, restore, improve, alter, and otherwise deal with all and every part of the Property and conduct the business thereat; (v) make, cancel, enforce, or modify leases and obtain and evict tenants; (vi) demand, sue for, collect, and receive the rents, incomes, issues, and profits of the Property and apply the same, after payment of all charges and expenses (including reasonable and documented attorneys' fees and expenses), on account of the Secured Obligations; or (vii) require Grantors to transfer and assign to Lender, in form satisfactory to Lender, Grantors' interest as lessor in any lease now or hereafter affecting the whole or any part of the Property, it being understood that in the event Grantors fail to render an assignment of leases to Lender this document shall upon the occurrence of any Event of Default serve as a de facto notice of such assignment to any interested party.

(b) Acceleration. Declare the entire Secured Obligations immediately due, payable, and collectible, regardless of maturity, and, in that event, the entire Secured Obligations shall become immediately due, payable, and collectible; and thereupon Lender may institute proceedings to foreclose this Security Instrument by judicial action, or to enforce its provisions or any of the indebtedness or obligations secured by this Security Instrument.

(c) Foreclosure Sale. Institute a foreclosure action in accordance with the laws of the state in which the Property is located or take any other action as may be allowed, at law or in equity, for the enforcement of the Secured Obligations and realization on the Property (or such part or parts

thereof as Lender may from time to time elect to foreclose upon) or any other security afforded by the Loan Documents. Lender may proceed to final judgment and execution for the amount of the Secured Obligations owed as of the date of the judgment, together with all costs of suit, reasonable and documented attorneys' fees, and interest on the judgment at the maximum rate permitted by law from the date of the judgment until paid. If Lender is the purchaser at the foreclosure sale of the Property, in lieu of paying cash Lender may make settlement for all or a portion of the purchase price by crediting the net sale proceeds (after deducting costs expenses including reasonable and documented attorneys' fees and expenses) against the Secured Obligations.

(d) Deficiency Judgment. If permitted by applicable law, Lender may sue for and obtain a judgment for any deficiency remaining in the Secured Obligations after application of all amounts received from the exercise of the rights provided in Section 23(c) hereof.

(e) Other Rights. Exercise any and all rights, remedies, and powers accruing to a secured party under this Security Instrument, the other Loan Documents, the UCC, or any other applicable law or available in equity.

24. Sale in Parcels. In any action to foreclose this Security Instrument, at the election of Lender, the Property or any part thereof may be sold together or separately, in one sale or separate sales, in one parcel and as an entirety, or in such parcels, manner, or order as Lender in its sole discretion may elect, and one or more exercises of the rights and powers herein granted shall not extinguish or exhaust Lender's rights and powers unless the entire Property is sold or the Secured Obligations are paid in full.

25. Severability. Borrowers and Lender intend as follows: (a) that if any provision of this Security Instrument is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded; (b) that if an unenforceable provision is modified or disregarded in accordance with this Section 25, then the rest of this Security Instrument will remain in effect as written; and (c) that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

26. Successors and Assigns. All covenants and agreements herein described shall extend to and be binding upon the legal representatives, successors and assigns (voluntary and involuntary by operation of law) of the respective parties hereto.

27. Further Assurances. Borrowers will do, execute, acknowledge and deliver each and every further act, deed, conveyance, transfer and assurance necessary or proper, in the sole judgment of Lender, for the better assuring, conveying, mortgaging, assigning and confirming unto Lender all of the Property or property intended so to be, whether now owned by Borrowers or hereafter acquired.

28. Counterparts. This Security Instrument may be executed in counterparts, each of which shall be an original, and all of which, taken together, shall constitute this Security Instrument.

PURSUANT TO IDAHO STATUTES § 9-505(5), A PROMISE OR COMMITMENT TO LEND MONEY OR TO GRANT OR EXTEND CREDIT IN AN ORIGINAL PRINCIPAL AMOUNT OF FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00) OR MORE, MADE BY A PERSON OR ENTITY ENGAGED IN THE BUSINESS OF LENDING

**MONEY OR EXTENDING CREDIT, MUST BE IN WRITING TO BE LEGALLY
BINDING UPON SUCH PERSON OR ENTITY.**

[Signature Page Follows]

BY SIGNING BELOW, Grantors accept and agree to the terms and covenants contained in this Security Instrument and in any Rider executed by Grantors.

GRANTORS:
VAN BEEK DAIRY,
an Idaho general partnership

By: Jack Van Beek, LLC
Its: Partner

By: John W. Van Beek
John W. Van Beek a/k/a Jack Van Beek
Its: Manager

By: Larry J. Boss, LLC
Its: Partner

By: Larry J. Boss
Larry J. Boss
Its: Manager

By: Deborah Van Beek Bos, LLC
Its: Partner

By: Deborah Van Beek Bos
Deborah Van Beek Bos
Its: Manager

VAN BEEK FARMS, LLC,
an Idaho limited liability company

By: John W. Van Beek
John W. Van Beek a/k/a Jack Van Beek
Its: Manager

VAN BEEK LAND CO., LLC,
an Idaho limited liability company

By: John W. Van Beek
John W. Van Beek a/k/a Jack Van Beek
Its: Manager

[Signature Page to Mortgage, Security Agreement, Assignment of Rents, and Fixture Filing]

By: John W Van Beek
John W. Van Beek a/k/a Jack Van Beek,
individually

By: Diane R Van Beek
Diane R. Van Beek, individually

STATE OF Idaho)
) ss.
COUNTY OF Jerome)

This document was acknowledged before me on March 20, 2025, by John W. Van Beek a/k/a Jack Van Beek.



Laurie Lamb
Notary Public
My Commission Expires: 04/02/2028

STATE OF Idaho)
) ss.
COUNTY OF Jerome)

This document was acknowledged before me on March 20, 2025, by Diane R. Van Beek.



Laurie Lamb
Notary Public
My Commission Expires: 04/02/2028

STATE OF Idaho)
) ss.
COUNTY OF Jerome)

This document was acknowledged before me on March 28, 2025, by Larry J. Boss.



Laury Lamb
Notary Public
My Commission Expires: 04/02/28

STATE OF Idaho)
) ss.
COUNTY OF Jerome)

This document was acknowledged before me on March 28, 2025, by Deborah Van Beek Bos.



Laury Lamb
Notary Public
My Commission Expires: 04/02/28

EXHIBIT A

Legal Description of the Land

(Attached)

EXHIBIT A

Legal Description:

TRACT A

PARCEL NO. 1:
TOWNSHIP 9 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 1: NW $\frac{1}{4}$ SE $\frac{1}{4}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$; S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ and the S $\frac{1}{2}$ SE $\frac{1}{4}$

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

Section 6: Lots 6 and 7; E $\frac{1}{2}$ SW $\frac{1}{4}$ and the W $\frac{1}{2}$ SE $\frac{1}{4}$

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

Section 6: Lots 1 through 5, S $\frac{1}{2}$ NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ NW $\frac{1}{4}$

TRACT B

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

Section 10: NW $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$ and Part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$, more particularly described as follows:

Beginning at the Northeast corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence West, 43.00 feet;
Thence South, 37.00 feet;
Thence East, 43.00 feet;
Thence North 37.00 feet to the POINT OF BEGINNING.

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

Section 3: SW $\frac{1}{4}$, SAVE AND EXCEPT the following described:

Beginning at the West $\frac{1}{4}$ Corner of Section 3; Thence South 89°48'24" East, 1,425.61 feet along the North boundary of the SW $\frac{1}{4}$ to THE TRUE POINT OF BEGINNING;
Thence South 89°48'24" East, 1,219.86 feet along said North boundary of the SW $\frac{1}{4}$, to the Center of said Section 3;
Thence South 0°01'50" West, 133.00 feet along the East boundary of said SW $\frac{1}{4}$;
Thence North 89°48'24" West, 785.23 feet;
Thence South 0°11'36" West, 132.00 feet;
Thence North 89°48'24" West, 382.97 feet;
Thence North 23°18'24" West, 130.48 feet;
Thence North 0°11'36" East, 145.34 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 3:
TOWNSHIP 9 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 10: S $\frac{1}{2}$ NE $\frac{1}{4}$ SAVE AND EXCEPT the following described:

Commencing at the Northeast corner of Section 10; Thence South 0°01' West, 1319.53 feet along the Section line to the Northeast corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$, THE TRUE POINT OF BEGINNING;
Thence North 89°42'30" West, 660.30 feet along the SE $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence South 0°01' West, 659.76 feet;
Thence South 89°42'45" East, 660.30 feet to a point on the East boundary of Section 10;
Thence North 0°01' East, 659.76 feet along the East boundary of Section 10 to THE TRUE POINT OF BEGINNING.

EASEMENT NO. 1:

A 43-foot permanent irrigation pipeline easement located in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 10, Township 9 South, Range 16, East Boise Meridian, as reserved by certain Deed dated May 7, 1986, recorded June 6, 1986, as Instrument No. 298668, Jerome County records, described as follows:

Commencing at the Northeast corner of Section 10; Thence South 0°01' West, 1356.53 feet along the East boundary of Section 10 to THE TRUE POINT OF BEGINNING of said 43-foot easement;
Thence South 0°01' West, 622.76 feet parallel to and 43 feet Westerly of Section line to the end of said 43 foot easement.

PARCEL NO. 4:
TOWNSHIP 9 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 10: SE $\frac{1}{4}$ SAVE AND EXCEPT the following described tracts:

Tract No. 1;

Beginning at the Southeast corner of said Section 10; Thence North 0°01' East along the East line of said Section 10, 1805.88 feet to a point which shall be known as THE TRUE POINT OF BEGINNING;
Thence North 0°01' East along the East line of said Section 10, 166.24 feet to the Northeast corner of the S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$;
Thence North 89°59' West, 901.78 feet to a point;
Thence South 8°02' West, 186.88 feet to a point;
Thence South 45°13' East, 144.00 feet to a point;
Thence North 71°12' East, 460.84 feet to a point;
Thence South 85°50' East, 390.48 feet to THE TRUE POINT OF BEGINNING.

Tract No. 2:

Beginning at the South $\frac{1}{4}$ corner of said Section 10, said point being THE TRUE POINT OF BEGINNING;
Thence South 89°44' East along the South boundary of the S $\frac{1}{2}$ SE $\frac{1}{4}$, 2638.84 feet to the Southeast corner of said Section 10;
Thence North 0°01' East along the East boundary of the S $\frac{1}{2}$ SE $\frac{1}{4}$, 324.95 feet;
Thence South 89°32'43" West, 317.68 feet;
Thence North 0°01' West, 131.95 feet;
Thence North 89°44' West, 2319.18 feet to a point on the West boundary of the S $\frac{1}{2}$ SE $\frac{1}{4}$;
Thence South 0°16' West along the West boundary of the S $\frac{1}{2}$ SE $\frac{1}{4}$, 452.90 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 5:
TOWNSHIP 9 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 10: Part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, more particularly described as follows:

Beginning at the Southeast corner of said Section 10; Thence North 0°01' East along the East line of said Section 10, 1805.88 feet to a point which shall be known as THE TRUE POINT OF BEGINNING;
Thence North 0°01' East along the East line of said Section 10, 166.24 feet to the Northeast corner of the S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$;
Thence North 89°59' West, 901.78 feet to a point;
Thence South 8°02' West, 186.88 feet to a point;
Thence South 45°13' East, 144.00 feet to a point;
Thence North 71°12' East, 460.84 feet to a point;

Thence South 85°50' East, 390.48 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 6:
TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 27: SE¼SW¼ SAVE AND EXCEPT the following described:

Beginning at the South ¼ section corner of Section 27, said corner marked by a spike nail which shall be THE POINT OF BEGINNING;
Thence North 89°42'38" West along section line for 550.65 feet to a P.K. Nail;
Thence North 0°17'22" East for 25.00 feet to a ½ inch rebar;
Thence on a curve to the left for 722.22 feet to a ½ inch rebar, said curve having a central angle of 62°41'14" with a radius of 660.11 feet
and a long chord bearing of North 48°58'59" East for a distance of 686.74 feet;
Thence South 89°42'38" East for 31.70 feet to a ½ inch rebar on the East line of the SE¼SW¼;
Thence South 0°04'49" East along the East line of the SE¼SW¼ for 478.32 feet to THE POINT OF BEGINNING

PARCEL NO. 7:
TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

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

Beginning at the Southwest corner of the Southeast quarter of said Section 27; Thence Northerly along the Westerly boundary of said SE¼, North 0°04'14" West, 2640.43 feet to the Northwest corner of said SE¼;
Thence Easterly along the Northerly boundary of said SE¼, South 89°40'38" East, 1323.79 feet to the Northeast corner of said W½SE¼;
Thence Southerly along the Easterly boundary of said W½SE¼, South 0°04'25" East, 2039.66 feet;
Thence Westerly, parallel with the Southerly boundary of said W½SE¼, North 89°42'38" West, 726.00 feet;
Thence Southerly, parallel with the Easterly boundary of said W½SE¼, South 0°04'25" East, 600.00 feet to the Southerly boundary of said W½SE¼;
Thence Westerly along the Southerly boundary of said W½SE¼, North 89°42'38" West, 597.92 feet to THE POINT OF BEGINNING.

SAVE AND EXCEPT the following described:

Beginning at the South ¼ section corner of Section 27, said corner marked by a spike nail which shall be THE POINT OF BEGINNING;
Thence North 0°04'49" West along the West line of the SW¼SE¼ for 198.40 feet to a ½" rebar;
Thence South 89°42'38" East for 153.71 feet to a ½" rebar;
Thence on a curve to the left for 384.34 feet to a ½" rebar, said curve having a central angle of 36°29'18" with a radius of 603.50 feet with a long chord bearing of South 62°23'46" East for a distance of 377.87 feet;
Thence South 0°17'22" West for 25.00 feet to a P.K. Nail on section line;
Thence North 89°42'38" West along section line for 488.17 feet to THE POINT OF BEGINNING.

TRACT C

PARCEL NO. 1:
TOWNSHIP 9 SOUTH, RANGE 17 EAST BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 6: Lots 5, 6 and 7, SE¼NW¼ and the E½SW¼ SAVE AND EXCEPT the following described tracts:

Tract No. 1:

Commencing at the Northwest corner of Section 6; Thence South 0°26'00" East, 1326.20 feet along the West Section line of said Section 6 to a point on said line which is the Northwest corner of Lot 5 and the TRUE POINT OF BEGINNING;
Thence South 89°57'30" East 500.00 feet along the North boundary of said Lot 5 to a point on said boundary;
Thence South 0°26'00" East 435.60 feet to a point;
Thence North 89°57'30" West 500.00 feet to a point on the West boundary of Section 6;
Thence North 0°26'00" West 435.60 feet along said West boundary to the TRUE POINT OF BEGINNING.

Tract No. 2:

Commencing at the Southwest corner of Section 6; Thence South 88°55'44" East 1797.08 feet to the South ¼ corner of Section 6; Thence North 00°22'02" East 471.00 feet along the East boundary of SE¼SW¼, said Section 6 to the REAL POINT OF BEGINNING;
Thence South 87°43'09" West, 416.42 feet;
Thence North 20°55'35" East, 540.15 feet;
Thence North 59°02'45" East, 50.29 feet to the center of an irrigation lateral;
Thence South 34°27'10" East, 28.54 feet along the centerline of said lateral;
Thence South 47°27'49" East 115.73 feet along centerline of said lateral;
Thence South 56°34'55" East 96.94 feet along the centerline of said lateral to the East boundary of SE¼SW¼, Section 6;
Thence South 00°22'02" West, 358.66 feet along the East boundary of said SE¼SW¼ to the REAL POINT OF BEGINNING.

Tract No. 3:

Commencing at the Southwest corner of said Section 6; Thence South 88°55'44" East 1797.08 feet to the South ¼ corner of Section 6 and being the REAL POINT OF BEGINNING;
Thence North 00°22'02" East 471.00 feet along the East boundary of SE¼SW¼, said Section 6;
Thence South 87°43'09" West 416.42 feet;
Thence South 67°38'57" West 145.42 feet;
Thence South 49°37'51" West 587.47 feet to a point on the South boundary of Section 6;
Thence South 88°55'44" East 995.32 feet along the South boundary of Section 6 to the REAL POINT OF BEGINNING.

Tract No. 4:

Commencing at the Southwest corner of Section 6; Thence North 0°26'00" West, 1326.20 feet along the West boundary of Section 6 to the Southwest corner of Lot 6 which is THE TRUE POINT OF BEGINNING;
Thence South 89°22'00" East, 271.04 feet along the South boundary of Lot 6 to a point on said line;
Thence North 6°32'56" East, 201.22 feet to a point;
Thence South 74°04'58" West, 201.15 feet to a point;
Thence North 89°25'19" West, 101.62 feet to a point on the West boundary of Section 6;
Thence South 0°26'00" East, 142.77 feet along said West boundary to THE TRUE POINT OF BEGINNING.

Tract No. 5:

Beginning at the Northwest corner of said Lot 6, which shall be the POINT OF BEGINNING;
Thence running Easterly on the North boundary approximately 400 feet to the center line of the "N" canal of the North Side Canal Company, Ltd.;
Thence running Southerly, following the center line of said "N" canal approximately 300 feet;
Thence running Northwesterly, following the center line of said "N" canal, approximately 400 feet to a point where the said canal intersects the West boundary of said Lot 6;
Thence running Northwesterly on said West boundary 81 feet to THE POINT OF BEGINNING.

(Being all of that portion of said Lot 6, lying North and West of the said "N" canal.)

TRACT D

PARCEL NO. 1:

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

Section 23: W¼SW¼, SAVE AND EXCEPT the following described tracts:

Tract No. 1:

Beginning at the Southwest corner of said Section 23, which is a 5/8 inch rebar; Thence North 0°05'34" East along the West boundary of said Section 23 a distance of 1640.13 feet to the TRUE POINT OF BEGINNING;
Thence Northeasterly along a non-tangent curve right a distance of 1488.46 feet, having a radius of 1322.00 feet, central angle of 64°30'37", long chord bearing of North 45°13'11" East, 1411.08 feet, to a point on the North boundary of the NW¼SW¼ of said Section 23;
Thence North 89°39'12" West along the North boundary of the NW¼SW¼ a distance of 1000.00 feet to the West ¼ corner of said Section 23, which is a 5/8 inch rebar and 2 inch aluminum cap, corner record number 980690;
Thence South 0°05'34" West along the West boundary of the NW¼SW¼ of said Section 23 for a distance of 1000.00 feet to the TRUE POINT OF BEGINNING.

Tract No. 2:

That part conveyed to Jerome Highway District by Quitclaim Deed recorded September 19, 2006, as Instrument No. 2065757, Jerome County records, more particularly described as follows:

A parcel of land for road rights-of-way being described as: The North 10 feet of the South 35 feet of the East 20 feet of the West 55 feet and a parcel of land for road rights-of-way being described as: The East 10 feet of the West 35 feet of the North 30 feet of the South 55 feet all in the SW $\frac{1}{4}$ /SW $\frac{1}{4}$, Section 23, Township 8 South, Range 16 East, Boise Meridian, Jerome County, Idaho.

PARCEL NO. 2:

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

Section 23: NE $\frac{1}{4}$ /SW $\frac{1}{4}$, Part of the SE $\frac{1}{4}$ /SW $\frac{1}{4}$ and Part of the NW $\frac{1}{4}$ /SE $\frac{1}{4}$, more particularly described as follows:

Beginning at the South $\frac{1}{4}$ corner for Section 23, the TRUE POINT OF BEGINNING;

Thence North 0°07'20" East 1321.34 feet along the Easterly boundary of the SW $\frac{1}{4}$ to the Northeast corner of SE $\frac{1}{4}$ /SW $\frac{1}{4}$;

Thence South 89°39'46" East 1323.77 feet along the Southerly boundary of NW $\frac{1}{4}$ /SE $\frac{1}{4}$ to the Southeast corner of NW $\frac{1}{4}$ /SE $\frac{1}{4}$;

Thence North 0°05'34" East 951.18 feet along the Easterly boundary of NW $\frac{1}{4}$ /SE $\frac{1}{4}$ to the center of the Northside Canal Company "N-3" canal;

Thence North 89°39'22" West 317.21 feet along center of said canal to a point on a non-tangent curve;

Thence Northwesterly 572.75 feet along the Arc of a curve left having a Radius of 1370.00 feet and a Chord of North 54°47'44" West 568.59 feet;

Thence North 0°07'21" East 45.00 feet to the Northerly boundary of NW $\frac{1}{4}$ /SE $\frac{1}{4}$;

Thence North 89°39'22" West, 540.76 feet along said Northerly boundary to the center quarter corner of Section 23;

Thence North 89°39'22" West 1320.84 feet along the Northerly boundary of NE $\frac{1}{4}$ /SW $\frac{1}{4}$ to the Northwest corner of said NE $\frac{1}{4}$ /SW $\frac{1}{4}$;

Thence South 0°06'29" West 1320.71 feet along the Westerly boundary of NE $\frac{1}{4}$ /SW $\frac{1}{4}$ to the Southwest corner of said NE $\frac{1}{4}$ /SW $\frac{1}{4}$;

Thence South 0°06'29" West 981.85 feet along the Westerly boundary of SE $\frac{1}{4}$ /SW $\frac{1}{4}$;

Thence North 17°55'21" East 367.38 feet to a point on a non-tangent curve;

Thence Southeasterly 1170.74 feet along the arc of a curve left having a radius of 1370.00 feet and a chord of South 52°13'48" East 1135.44 feet to the Southerly boundary of Section 23;

Thence South 89°36'03" East 308.92 feet along the Southerly boundary of Section 23 to the TRUE POINT OF BEGINNING.

PARCEL NO. 3:

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

Section 13: NW $\frac{1}{4}$ SAVE AND EXCEPT the described tracts:

Tract No. 1:

Commencing at the Northwest corner of Section 13, said point lies South 89°44'36" West, 2656.19 feet from the North quarter corner of Section 13; Thence North 89°44'36" East, 485.23 feet to the REAL POINT OF BEGINNING;

Thence North 89°44'36" East, 757.69 feet along the North boundary of Section 13;

Thence South 46°19'33" West, 80.22 feet;

Thence South 58°53'27" West, 76.26 feet;

Thence South 78°20'10" West, 77.31 feet;

Thence South 65°44'40" West, 89.58 feet;

Thence South 52°17'42" West, 81.56 feet;

Thence South 42°38'36" West, 51.61 feet;

Thence South 27°28'11" West, 153.78 feet;

Thence South 38°54'34" West, 36.52 feet;

Thence South 65°40'09" West, 61.29 feet;

Thence South 71°53'49" West, 73.40 feet;

Thence South 83°13'19" West, 92.06 feet;

Thence North 86°36'45" West, 70.91 feet;

Thence North 00°31'59" East, 451.29 feet, to THE REAL POINT OF BEGINNING.

Tract No. 2:

Commencing at the Northwest corner of Section 13, which is the TRUE POINT OF BEGINNING;

Thence North 89°44'36" East, 242.62 feet along the North boundary of Section 13, to a point on said boundary;

Thence South 0°15'54" West, 451.21 feet to a point;

Thence South 89°44'36" West, 240.57 feet along a line parallel to the North boundary of Section 13, to a point on said line and on the West boundary of Section 13;
Thence North 0°00'21" East, 451.20 feet along the West boundary of Section 13, to THE TRUE POINT OF BEGINNING;

Tract No. 3:

Commencing at the Northwest corner of Section 13; Thence North 89°44'36" East, 242.62 feet along the North boundary of Section 13, to a point on said boundary which is the TRUE POINT OF BEGINNING;
Thence North 89°44'36" East, 242.61 feet along the North boundary of Section 13, to a point on said boundary;
Thence South 0°31'28" West, 451.24 feet to a point;
Thence South 89°44'36" West, 240.57 feet along a line parallel to the North boundary of Section 13, to a point;
Thence North 0°15'54" East, 451.21 feet to the TRUE POINT OF BEGINNING.

Tract No. 4:

Commencing at the Northeast corner of NW¼ of Section 13 which is the TRUE POINT OF BEGINNING;
Thence South 0°00'06" West, 514.75 feet along the East boundary of NW¼ of Section 13, to a point on said boundary;
Thence South 88°08'51" West, 284.49 feet to a point;
Thence North 0°12'52" West, 47.57 feet to a point;
Thence Northwesterly, 574.97 feet along a curve to the left of radius = 1,337.00 feet (chord length = 570.55, chord bearing = North 56°31'56" West, arc angle 24°38'23") to a point;
Thence North 0°00'07" East, 158.33 feet to a point on the North boundary of Section 13;
Thence North 89°44'36" East, 760.49 feet along the North boundary of Section 13 to the TRUE POINT OF BEGINNING.

EASEMENT NO. 1:

An Easement appurtenant for aerial trespass of a pivot irrigation system as created in Grant of Easement recorded February 11, 2000, as Instrument No. 2000693, Jerome County records, across a parcel of land in the NW¼/NW¼ of Section 13, Township 9 South, Range 16 East of the Boise Meridian, described as follows:

Commencing at the NW corner of Section 13; Thence North 89°44'36" East, 485.23 feet along the North boundary of Section 13, to a point on said boundary; Thence South 0°31'59" West, 451.29 feet to a point; Thence South 86°36'45" East, 70.91 feet to a point; Thence North 86°13'19" East, 72.21 feet to THE TRUE POINT OF BEGINNING;
Thence North 86°13'19" East, 19.85 feet to a point;
Thence North 71°53'49" East, 73.40 feet to a point;
Thence North 65°40'09" East, 61.29 feet to a point;
Thence North 38°54'34" East, 36.52 feet to a point;
Thence North 27°28'11" East, 61.63 feet to a point;
Thence Southwesterly, 238.08 feet along a curve to the left of radius = 1237.00' (chord length = 237.71, chord bearing = South 55°50'03" West) to THE TRUE POINT OF BEGINNING.

PARCEL NO. 4:

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

Section 12: SW¼/NE¼; SE¼/NW¼; NE¼/SW¼; NW¼/SE¼; AND that portion of the SW¼/SE¼ lying below the center line of the N-32 Lateral of the North Side Canal Company, Ltd.

SAVE AND EXCEPT that part of the SW¼/SE¼, described as follows:

Beginning at the South ¼ corner of Section 12; Thence North 0°03'57" East, 287.16 feet along the Westerly boundary of SW¼/SE¼ to the centerline of the Northside Canal Company N-32 Lateral, THE TRUE POINT OF BEGINNING;
Thence along the centerline of said Lateral the following courses:
North 35°04'52" East, 113.76 feet;
North 28°38'52" East, 166.20 feet;
North 38°50'09" East, 157.31 feet;
North 36°36'15" East, 33.29 feet;
North 28°05'33" East, 653.56 feet;
Thence departing said Lateral North 21°28'12" West, 75.76 feet;
Thence South 89°45'34" West, 492.42 feet;
Thence South 0°03'57" West, 507.44 feet;
Thence South 49°58'21" West, 65.36 feet to the Westerly boundary of SW¼/SE¼;
Thence South 0°03'57" West, 483.74 feet along the Westerly boundary of SW¼/SE¼ to the TRUE POINT OF BEGINNING.

EASEMENT NO. 2:

An easement for the benefit of Parcel No. 4, as disclosed in Warranty Deed recorded October 8, 1988, as Instrument No. 313030, Jerome County records, for ingress and egress 50.00 feet wide over Lot 2 in Block 1 of Sunnyside Acres, Jerome County, Idaho, as the same is platted in the official plat thereof, now of record in the office of the Recorder of said County, described as follows:

Beginning at the Northeast corner of said Lot 2, which point shall be known as the TRUE POINT OF BEGINNING;
Thence South 0°03'57" West along the East boundary of Lot 2, 65.36 feet;
Thence South 49°58'21" West parallel to and 50.00 feet Southerly of the Northerly boundary of Lot 2 to a point on the Easterly boundary of Sunnyside Drive;
Thence Northerly along the Easterly boundary of Sunnyside Drive to the Northwest corner of Lot 2;
Thence North 49°58'21" East along the Northerly boundary of Lot 2, 414.00 feet to the TRUE POINT OF BEGINNING.

EASEMENT NO. 3:

An easement for ingress and egress and powerline 50.00 feet wide in that part of the SW¼SE¼, Section 12, Township 9 South, Range 16, East Boise Meridian, for the benefit of Parcel No. 4, as created by Warranty Deed recorded February 15, 2000, as Instrument No. 2000786, Jerome County records, described as follows:

Commencing at the South quarter corner of said Section 12; Thence North 0°03'57" East along the West boundary of the SW¼SE¼, 770.90 feet to the TRUE POINT OF BEGINNING;
Thence North 49°58'21" East, 65.36 feet;
Thence North 0°03'57" East, 507.44 feet to the North boundary of the SW¼SE¼;
Thence South 89°45'34" West along the North boundary of the SW¼SE¼, 50.00 feet to the Northwest corner of the SW¼SE¼;
Thence South 0°03'57" West along the West boundary of the SW¼SE¼, 549.27 feet to the TRUE POINT OF BEGINNING.

TRACT E

PARCEL NO. 1:

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

Section 3: Part of the NE¼SE¼, more particularly described as follows:

Commencing at the Southeast corner of Section 3; Thence North 0°11'54" West, 1327.18 feet along the East boundary of said Section 3 to the Southeast corner of the NE¼SE¼, Section 3 and THE REAL POINT OF BEGINNING;
Thence from this REAL POINT OF BEGINNING and along the South boundary of the NE¼SE¼, South 89°59'14" West, 1243.69 feet to the centerline of a canal;
Thence along the centerline of the canal the following courses and distances:
North 26°12'06" East, 103.82 feet;
North 17°58'02" East, 136.03 feet;
North 10°26'11" East, 128.21 feet;
North 31°57'24" East, 55.24 feet;
North 5°23'30" East, 155.12 feet;
North 25°29'06" West, 85.15 feet;
North 15°20'13" West, 78.65 feet;
North 0°21'29" West, 239.43 feet;
North 2°55'24" East, 385.37 feet to the North boundary of the NE¼SE¼, Section 3;
Thence along the North boundary of the NE¼SE¼, North 89°58'28" East, 1123.54 feet to the Northeast corner of the NE¼SE¼ and the East quarter corner of Section 3;
Thence along the East boundary of Section 3, South 0°11'54" East, 1327.18 feet to THE REAL POINT OF BEGINNING.

PARCEL NO. 2:

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

Section 3: S¼SE¼ SAVE AND EXCEPT the following described:

Commencing at the Southeast corner of said Section 3, said corner being THE REAL POINT OF BEGINNING;
Thence from this REAL POINT OF BEGINNING and along the South boundary of Section 3 a distance of 330.00 feet on a bearing of West;
Thence parallel to the East boundary of said Section 3 a distance of 264.00 feet on a bearing of North 0°11'54" West;

Thence parallel to the South the South boundary of said Section 3 a distance of 330.00 feet on a bearing of East to the East boundary of Section 3;
Thence along the East boundary of Section 3 a distance of 264.00 feet on a bearing of South 0°11'54" East to THE REAL POINT OF BEGINNING.

PARCEL NO. 3:
TOWNSHIP 9 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 3: NW¼SE¼

AND all that part of the SW¼NE¼ lying South of the N-28 Canal of the North Side Canal Company, Ltd., as at present constructed.

AND that part of the NE¼SE¼, more particularly described as follows:

Commencing at the Southeast corner of said Section 3; Thence North 0°11'54" West along the East boundary of said Section 3, 1327.18 feet to the Southeast corner of said NE¼SE¼; Thence South 89°59'14" West along the South boundary of said NE¼SE¼, 1243.69 feet to the centerline of a canal said point being THE TRUE POINT OF BEGINNING;
Thence along the centerline of said canal the following courses and distances:
North 26°12'06" East, 103.82 feet;
North 17°58'02" East, 136.03 feet;
North 10°26'11" East, 128.21 feet;
North 31°57'24" East, 55.24 feet;
North 5°23'30" East, 155.12 feet;
North 25°29'06" West, 85.15 feet;
North 15°20'13" West, 78.65 feet;
North 0°21'29" West, 239.43 feet;
North 2°55'24" East, 385.37 feet to a point on the North boundary of said NE¼SE¼;
Thence leaving said canal South 89°58'28" West along the North boundary of said NE¼SE¼, 196.46 feet, more or less, to the Northwest corner of said NE¼SE¼;
Thence South along the West boundary of said NE¼SE¼ to the Southwest corner of said NE¼SE¼;
Thence North 89°59'14" East along the South boundary of said NE¼SE¼, 76.31 feet, more or less, to THE TRUE POINT OF BEGINNING.

PARCEL NO. 4:
TOWNSHIP 9 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 3: Part of the SE¼SE¼, more particularly described as follows:

Commencing at the Southeast corner of said Section 3, said corner being THE REAL POINT OF BEGINNING;
Thence from this REAL POINT OF BEGINNING and along the South boundary of Section 3 a distance of 330.0 feet on a bearing of West;
Thence parallel to the East boundary of said Section 3 a distance of 264.00 feet on a bearing of North 0°11'54" West;
Thence parallel to the South boundary of said Section 3 a distance of 330.00 feet on a bearing of East to the East boundary of Section 3;
Thence along the East boundary of Section 3 a distance of 264.00 feet on a bearing of South 0°11'54" East to THE REAL POINT OF BEGINNING.

PARCEL NO. 5:
TOWNSHIP 9 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 3: Part of the E½NE¼, more particularly described as follows:

Beginning at the East ¼ section corner of Section 3, said corner marked by a ½ inch rebar which shall be THE POINT OF BEGINNING;
Thence South 89°58'44" West along the quarter section line for 1322.64 feet to a ½ inch rebar at the Southwest corner of the SE¼NE¼;
Thence North 0°11'20" West along the West line of the E½NE¼ for 1574.89 feet to a ½ inch rebar;
Thence North 51°20'06" East for 740.32 feet to a ½ inch rebar;
Thence North 85°02'26" East for 745.30 feet to a P.K. Nail on section line;
Thence South 0°11'54" East along section line for 2101.36 feet to THE POINT OF BEGINNING.

TRACT F

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

Section 10: Part of the SE¼NE¼, more particularly described as follows:

Commencing at the Northeast corner of Section 10; Thence South 0°01' West, 1319.53 feet along the Section line to the Northeast corner of the SE¼NE¼; Thence North 89°42'30" West, 43.00 feet along the North boundary of the SE¼NE¼ to THE TRUE POINT OF BEGINNING; Thence North 89°42'30" West, 617.30 feet along the SE¼NE¼; Thence South 0°01' West, 659.76 feet; Thence South 89°42'45" East, 660.30 feet to a point on the East boundary of Section 10; Thence North 0°01' East, 622.76 feet along the East boundary of Section 10; Thence North 89°42'30" West, 43.00 feet; Thence North 0°01' East, 37.00 feet to THE TRUE POINT OF BEGINNING.

TRACT G

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

Section 2: A parcel of land located in the NE¼, more particularly described as follows:

Beginning at the N¼ Corner of said Section 2 (Which lies North 89°41'21" West a distance of 2640.05 feet from the NE Corner), Thence along the North boundary of said Section 2 South 89°41'21" East for a distance of 275.00 feet to the TRUE POINT OF BEGINNING; Thence continuing along the North boundary of said Section 2, South 89°41'21" East for a distance of 207.48 feet; Thence South 00°18'39" West for a distance of 42.20 feet; Thence along a non-tangent curve to the right with a radius of 116.01 feet, with an arc length of 123.93 feet, with a chord bearing of South 40°34'48" East, and a chord distance of 118.12 feet; Thence South 00°02'39" West for a distance of 35.00 feet; Thence South 89°01'57" East for a distance of 97.98 feet; Thence North 00°02'39" East for a distance of 35.00 feet; Thence South 89°01'57" East for a distance of 165.00 feet; Thence North 00°02'39" East for a distance of 134.50 feet to a point on the North boundary of said Section 2; Thence along the North boundary of said Section 2, South 89°41'21" East for a distance for 497.93 feet; Thence along the East boundary of the NW¼NE¼ of said Section 2, South 00°00'32" West for a distance of 1358.68 feet to a point of the South boundary of the NW¼NE¼ of said Section 2; Thence along the South boundary of the NW¼NE¼ of said Section 2, North 89°27'05" West for a distance of 1321.88 feet to a point on the West boundary of the NE¼ of said Section 2; Thence along on the West boundary of the NE¼ of Section 2, North 00°05'02" East for a distance of 15.99 feet; Thence South 89°40'59" East for a distance of 200.00 feet; Thence North 00°05'01" East for a distance of 385.00 feet; Thence North 89°40'59" West for a distance of 200.00 feet to a point on the West line of the NE¼ of Section 2; Thence along the West boundary of the NE¼ of said Section 2, North 00°05'02" East for a distance of 752.20 feet; Thence South 89°41'20" East for a distance of 275.00 feet; Thence North 00°05'00" East for a distance of 200.00 feet to a point on the North boundary of said Section 2 and being the TRUE POINT OF BEGINNING.

SAVE AND EXCEPT the following described:

Beginning at the N¼ Corner of said Section 2 (Which lies North 89°41'21" West a distance of 2640.05 feet from the NE Corner), Thence along the North boundary of said Section 2, South 89°41'21" East for a distance of 822.13 feet to the TRUE POINT OF BEGINNING; Thence continuing along the North boundary of said Section 2 South 89°41'21" East for a distance of 200.85 feet; Thence South 00°05'53" West for a distance of 195.61 feet; Thence South 41°59'27" West for a distance of 325.29 feet; Thence North 89°01'57" West for a distance of 148.23 feet; Thence North 25°25'52" West for a distance of 143.55 feet; Thence North 14°20'30" West for a distance of 145.81 feet; Thence South 89°01'57" East for a distance of 97.98 feet; Thence North 00°02'39" East for a distance of 35.00 feet;

Thence South 89°01'57" East for a distance of 165.00 feet;

Thence North 00°02'39" East for a distance of 134.50 feet to a point on the North boundary of said Section 2 and being the TRUE POINT OF BEGINNING.

TRACT H

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

Section 2: E $\frac{1}{2}$ SE $\frac{1}{4}$



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 Mathew Weaver

May 8, 2025

CONTERRA AGRICULTURAL CAPITAL LLC
5465 MILLS CIVIC PKWY STE 201
WDM IA 50266-5320

RE: Notice of Security Interest for Water Right No(s): 36-2395, etc. (*See attached list*)

Dear Security Interest Holder:

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

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

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

Sincerely,

Denise Maline
Administrative Assistant 1

Enclosure(s)

c: John W (Jack) & Dianne Van Beek
TitleOne, Burley, ID (File #24521575)
Northwest Farm Credit Services, Twin Falls, ID (36-8165)

WR Number	Process	Basis	Current Owner(s)	Other Owner(s)
36- 2395	Water Right	Decreed	VAN BEEK, JACK; DIANNE	CON TERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 2580	Water Right	Decreed	VAN BEEK, JACK; DIANNE	CON TERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 2645C	Water Right	Decreed	VAN BEEK, JOHN W	CON TERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 2645D	Water Right	Decreed	VAN BEEK, JOHN W; VAN BEEK, DIANNE	CON TERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 7958	Water Right	Decreed	VAN BEEK, JACK; DIANNE	CON TERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 8021	Water Right	Decreed	VAN BEEK, JOHN W; VAN BEEK, DIANNE	CON TERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 8165	Water Right	License	VAN BEEK, JOHN W; NORTHWEST FARM CREDIT SERVICES FLCA	CON TERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 8398	Water Right	License	VAN BEEK, JOHN W; VAN BEEK, DIANNE	CON TERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 11075B	Water Right	Decreed	VAN BEEK, JOHN W	CON TERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 11076B	Water Right	Decreed	VAN BEEK, JOHN W	CON TERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 13878	Water Right	Decreed	VAN BEEK, JOHN W	CON TERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 13879	Water Right	Decreed	VAN BEEK, JOHN W	CON TERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 13880	Water Right	Decreed	VAN BEEK, JOHN W	CON TERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 13881	Water Right	Decreed	VAN BEEK, JOHN W	CON TERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 16709	Water Right	Decreed	VAN BEEK, JOHN W	CON TERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 16710	Water Right	Decreed	VAN BEEK, JOHN W; VAN BEEK, DIANNE	CON TERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 16716	Water Right	Decreed	VAN BEEK, JOHN W; VAN BEEK, DIANNE	CON TERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 16717	Water Right	Decreed	VAN BEEK, JOHN W; VAN BEEK, DIANNE	CON TERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 16719	Water Right	Decreed	VAN BEEK, JOHN W; VAN BEEK, DIANNE	CON TERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 16720	Water Right	Decreed	VAN BEEK, JOHN W; VAN BEEK, DIANNE	CON TERRA AGRICULTURAL CAPITAL LLC (Security Interest)



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

Idaho Department of Water Resources
650 Addison Avenue West
Suite 500
Twin Falls, ID 83301

RECEIVED
APR 09 2025
DEPT. OF WATER RESOURCES
SOUTHERN REGION

Date: April 7, 2025

Escrow No. 24521575

Greetings,

Enclosed please find the following:

- TitleOne Check No. 57052 in the amount of \$500.00
- Original executed Notice of Security Interest in a Water Right Ownership
- Copy of the original executed Mortgage recorded on 3/31/25 as Instrument No. 2501242, records of Jerome County, ID

Please make the necessary changes to reflect new ownership and send a receipted copy to TitleOne, P.O. Box 177 Burley, ID 83318. Please feel free to contact us at the number above should you have any questions.

Best Regards,
TITLEONE

Balvina Castaneda
Delivery Specialist

AR/bc
Enc.
Fedex