

AMENDED**RECEIVED**

JAN 21 2026

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPT. OF WATER RESOURCES
SOUTHERN REGION

w/ signature

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.
**SEE ATTACHED			
EXHIBIT A**			

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

SUPPORT DATA**IN FILE #** 36-2517A

Phone 855-381-3451

Email legal@conterraag.com

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

Southfield Land & Livestock LLC

5. Expiration Date of Notification Period

10/30/2035

6. Is this a Renewal of Request for Notification?

☐ YES☒ NO

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

Title, if applicable

Signed by:



6C56ABA078DC4D1

COO & General Counsel

SIGN HERE**For Office Use Only**Received by sgDate 1-13-2026Receipt No. 5040894Fee \$1,100-

Processed by AJ

Date

WR dm

Date

7-21-2026**SUPPORT DATA****AMENDED****IN FILE #** 36-2517A

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JAN 13 2026

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SOUTHERN REGIONSTATE OF IDAHO
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COO & General Counsel

SUPERSEDED**For Office Use Only**

Received by

SG

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1-13-2026

Receipt No.

5040894

Fee

\$1.100 -

Processed by AJ

Date

WR

Date

EXHIBIT A

Type	Basin	Sequence Suffix	Basin	Status	Priority	Date	Div.	Rate	Source	Water Use	Owner
WR	36	2907		Decreed Active		4/26/1990		0.8	GROUND WATER	IRRIGATION	SOUTHFIELD LAND & LIVESTOCK LLC
WR	36	2517 A		Decreed Active		9/11/1961		1.06	GROUND WATER	IRRIGATION	SOUTHFIELD LAND & LIVESTOCK LLC
WR	36	2517 B		Decreed Active		9/11/1961		0.21	GROUND WATER	IRRIGATION	SOUTHFIELD LAND & LIVESTOCK LLC
WR	36	4246		Decreed Active		3/15/1968		0.12	WASTE WATER	IRRIGATION	SOUTHFIELD LAND & LIVESTOCK LLC
WR	36	7157 A		Decreed Active		2/16/1971		3.3	GROUND WATER	IRRIGATION	SOUTHFIELD LAND & LIVESTOCK LLC
WR	36	7295 A		Decreed Active		12/11/1973		2.43	GROUND WATER	IRRIGATION	SOUTHFIELD LAND & LIVESTOCK LLC
WR	36	7295 B		Decreed Active		12/11/1973		2.8	GROUND WATER	IRRIGATION	SOUTHFIELD LAND & LIVESTOCK LLC
WR	36	7295 C		Decreed Active		12/11/1973		0.32	GROUND WATER	COMMERCIAL, STOCKWATER	SOUTHFIELD LAND & LIVESTOCK LLC
WR	36	7377 D		Decreed Active		9/7/1973		0.79	GROUND WATER	COMMERCIAL, STOCKWATER	SOUTHFIELD LAND & LIVESTOCK LLC
WR	36	7377 F		Decreed Active		9/7/1973		0.03	GROUND WATER	IRRIGATION	SOUTHFIELD LAND & LIVESTOCK LLC
WR	36	7377 G		Decreed Active		9/7/1973		1.04	GROUND WATER	IRRIGATION	SOUTHFIELD LAND & LIVESTOCK LLC
WR	36	7377 H		Decreed Active		9/7/1973		0.05	GROUND WATER	IRRIGATION	SOUTHFIELD LAND & LIVESTOCK LLC
WR	36	7460 B		Decreed Active		3/25/1974		1.04	GROUND WATER	IRRIGATION	SOUTHFIELD LAND & LIVESTOCK LLC
WR	36	7460 F		Decreed Active		3/25/1974		0.12	GROUND WATER	IRRIGATION	SOUTHFIELD LAND & LIVESTOCK LLC
WR	36	7547 G		Decreed Active		5/13/1975		1.51	GROUND WATER	IRRIGATION	SOUTHFIELD LAND & LIVESTOCK LLC
WR	36	7547 H		Decreed Active		5/13/1975		0.08	GROUND WATER	IRRIGATION	SOUTHFIELD LAND & LIVESTOCK LLC
WR	36	8529		License Active		4/5/1990		0.66	GROUND WATER	IRRIGATION	SOUTHFIELD LAND & LIVESTOCK LLC
WR	36	8560 A		Decreed Active		9/7/1990		1.03	GROUND WATER	IRRIGATION	SOUTHFIELD LAND & LIVESTOCK LLC
WR	36	10216		Decreed Active		1/1/1930		0.04	GROUND WATER	DOMESTIC, STOCKWATER	SOUTHFIELD LAND & LIVESTOCK LLC
WR	36	10382		Decreed Active		12/31/1920		0.07	GROUND WATER	DOMESTIC, STOCKWATER	SOUTHFIELD LAND & LIVESTOCK LLC
WR	36	10383		Decreed Active		12/31/1940		0.13	GROUND WATER	DOMESTIC, STOCKWATER	SOUTHFIELD LAND & LIVESTOCK LLC
WR	36	10479		Decreed Active		2/1/1973		0.06	GROUND WATER	DOMESTIC, STOCKWATER	SOUTHFIELD LAND & LIVESTOCK LLC
WR	36	10480		Decreed Active		3/1/1974		0.02	GROUND WATER	DOMESTIC	SOUTHFIELD LAND & LIVESTOCK LLC
WR	36	10535		Decreed Active		4/20/1931		0.13	GROUND WATER	DOMESTIC, STOCKWATER	SOUTHFIELD LAND & LIVESTOCK LLC
WR	36	10573		Decreed Active		9/1/1980		0.04	GROUND WATER	DOMESTIC, STOCKWATER	SOUTHFIELD LAND & LIVESTOCK LLC
WR	36	10650		Decreed Active		4/1/1983		0.04	GROUND WATER	STOCKWATER	SOUTHFIELD LAND & LIVESTOCK LLC
WR	36	10676		Decreed Active		1/1/1946		0.04	GROUND WATER	DOMESTIC, STOCKWATER	SOUTHFIELD LAND & LIVESTOCK LLC
WR	36	17034		Decreed Active		9/7/1973		0.05	GROUND WATER	COMMERCIAL, STOCKWATER	SOUTHFIELD LAND & LIVESTOCK LLC
WR	36	17035		Decreed Active		9/7/1973		0.16	GROUND WATER	COMMERCIAL, STOCKWATER	SOUTHFIELD LAND & LIVESTOCK LLC
WR	36	17036		Decreed Active		5/13/1975		0.06	GROUND WATER	COMMERCIAL, STOCKWATER	SOUTHFIELD LAND & LIVESTOCK LLC
WR	36	17037		Decreed Active		5/13/1975		0.18	GROUND WATER	COMMERCIAL, STOCKWATER	SOUTHFIELD LAND & LIVESTOCK LLC
WR	37	2549		Decreed Active		3/11/1954		1.86	GROUND WATER	IRRIGATION	SOUTHFIELD LAND & LIVESTOCK LLC
WR	37	2550		Decreed Active		3/11/1954		2.67	GROUND WATER	IRRIGATION	SOUTHFIELD LAND & LIVESTOCK LLC
WR	37	2761 B		Decreed Active		7/14/1967		4.3	GROUND WATER	IRRIGATION	SOUTHFIELD LAND & LIVESTOCK LLC
WR	37	7370		Decreed Active		7/22/1974		3.26	GROUND WATER	IRRIGATION	SOUTHFIELD LAND & LIVESTOCK LLC
WR	37	7572		Decreed Active		3/21/1977		2.53	GROUND WATER	IRRIGATION	SOUTHFIELD LAND & LIVESTOCK LLC
WR	37	7634		Decreed Active		5/23/1977		1.31	GROUND WATER	IRRIGATION	SOUTHFIELD LAND & LIVESTOCK LLC
WR	37	8326		License Active		1/7/1988		1.24	GROUND WATER	IRRIGATION	SOUTHFIELD LAND & LIVESTOCK LLC
WR	37	8732		License Active		4/13/1991		3	GROUND WATER	IRRIGATION	SOUTHFIELD LAND & LIVESTOCK LLC
WR	37	10141		Decreed Active		6/1/1951		0.04	GROUND WATER	DOMESTIC	SOUTHFIELD LAND & LIVESTOCK LLC
WR	37	10698		Decreed Active		1/1/1972		0.04	GROUND WATER	DOMESTIC, STOCKWATER	SOUTHFIELD LAND & LIVESTOCK LLC
WR	37	22802		Decreed Active		1/16/1988		0.12	GROUND WATER	IRRIGATION	SOUTHFIELD LAND & LIVESTOCK LLC
WR	37	22803		Decreed Active		1/16/1988		0.27	GROUND WATER	IRRIGATION	SOUTHFIELD LAND & LIVESTOCK LLC
WR	37	23009		Decreed Active		7/14/1967		0.38	GROUND WATER	COMMERCIAL, STOCKWATER	SOUTHFIELD LAND & LIVESTOCK LLC

** 36-17034 & 36-17036 were not updated, because they are not in the name of Southfield Land & Livestock LLC.

DM

After Recording Return To Preparer:

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

Instrument # 288176
GOODING COUNTY, GOODING, IDAHO
11-03-2025 08:06:43 No. of Pages: 25
Recorded for: TITLEONE - EAST REGION
DENISE GILL Fee: \$45.00
Ex-Officio Recorder Deputy: JG
Electronically Recorded by Simplifile

[Space Above This Line For Recording Data] # 25551417

**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 West Point Farms, an Idaho general partnership, Southfield Land and Livestock, LLC, an Idaho limited liability company, and Edwin Southfield, LLC, an Idaho limited liability company.

"EIA" means that certain Environmental Indemnity Agreement dated the date hereof, executed and delivered by Borrowers and Edwin Southfield with respect to the Loan.

"Grantor" means Southfield Land and Livestock, LLC, an Idaho limited liability company, a/k/a Southfield Land & Livestock, LLC. Grantor's address is 1526 U.S. Hwy 26, Gooding, Idaho 83330. Grantor is the mortgagor 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.

"Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, 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 Grantor/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.

“**Note**” means the promissory note dated the date hereof, executed by Borrowers, payable to the order of Lender in the original principal amount of _____ plus interest (the _____ and (ii) the promissory note dated May 13, 2022 executed by West Point Farms, an Idaho general partnership, Southfield Land and Livestock, an Idaho limited liability company and Edwin Southfield, LLC, an Idaho limited liability company, and Anthony Vander Hulst, LLC, an Idaho limited liability company, payable to the order of Lender in the original principal amount of _____ plus interest

“**Property**” has the meaning specified in Section 2 below.

“**Riders**” means those certain riders to this Security Instrument that are executed by Grantor.

“**Security Instrument**” means this document, which is dated October 30th, 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 Loan and all renewals, extensions and modifications of the Note; and (b) the performance of Loan Parties’ covenants and agreements under this Security Instrument, the Note, 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**”), Grantor mortgages, grants, pledges, bargains, assigns, transfers, warrants, and conveys to Lender with power of sale the following described property located in Gooding 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 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;

TOGETHER WITH all fixtures and tangible personal property owned by 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 Grantor 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. Grantor does hereby covenant and agree that Grantor 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 in 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 Grantor's 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 the Note is October 30th, 2035, and the final maturity of the Note is May 13, 2032.

4. **Grantor's Rights**. Grantor covenants that Grantor is lawfully seised of the estate hereby conveyed and has 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. Grantor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

5. **Charges; Liens**. Grantor 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.

Grantor shall promptly discharge any lien which has priority over this Security Instrument unless Grantor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Grantor is performing such agreement; (b) contests 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) secures 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 Grantor a notice identifying the lien. Within 10 days of the date on which that notice is given, Grantor shall satisfy the lien or take one or more of the actions set forth above in this Section 5.

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

6. **Property Insurance**. Grantor 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 Loan. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's right to disapprove Grantor's choice, which right shall not be exercised unreasonably. Lender may require Grantor to pay, in connection with the Loan, 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. Grantor 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 Grantor.

If Grantor fails 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 Loan. Lender may obtain insurance coverage, at Lender's option and Grantor's 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 Grantor, Grantor's 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. Grantor acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Grantor could have obtained. Any amounts disbursed by Lender under this Section 6 shall become additional debt of Grantor 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 Grantor 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, Grantor shall promptly give to Lender all receipts of paid premiums and renewal notices. If Grantor obtains 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, Grantor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Grantor. Unless Lender and Grantor 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 Grantor any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Grantor shall not be paid out of the insurance proceeds and shall be the sole obligation of Grantor. 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 Grantor. Such insurance proceeds shall be applied as provided in this Security Instrument and the other Loan Documents.

If Grantor abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Grantor does 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, Grantor hereby assigns to Lender (a) Grantor's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note, the Loan Agreement, or this Security Instrument, and (b) any other of Grantor's rights (other than the right to any refund of unearned premiums paid by Grantor) 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 Note, the Loan Agreement, or this Security Instrument, whether or not then due.

7. Preservation, Maintenance and Protection of the Property: Inspections. Grantor shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property.

Grantor 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, Grantor 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, Grantor 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, Grantor is not relieved of Grantor's obligation for the completion of such repair or restoration.

Grantor 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. Grantor 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 Grantor notice at the time of or prior to such an interior inspection specifying such reasonable cause.

Grantor shall maintain the Water Rights during the term of 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 Grantor and applied to beneficial use so as to maintain the validity and priority of such rights. Grantor 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. Grantor shall not modify, amend or terminate any Water Rights without Lender's prior written consent. Grantor 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, Grantor 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. Grantor 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.

Grantor 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. Grantor shall take no action which would adversely affect any of such Grazing Permits or Grantor's preference status thereunder. In the event of foreclosure of this Security Instrument, Grantor 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. Grantor further agrees that the lands covered by any lease, permit or privilege which Grantor,

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 Grantor on any federal or state lands covered by the Grazing Permits, together with Grantor's 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 Grantor, 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 Grantor, 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. Grantor 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) Grantor fails 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) Grantor has 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 Note, to protect the Lender's interest in this Security Instrument or other instrument providing security for the Note 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 Note shall be due and payable by Grantor on demand and is an obligation secured by this Security Instrument.

If this Security Instrument is on a leasehold, Grantor shall comply with all the provisions of the lease. Grantor shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Grantor shall not, without the express written consent of Lender, alter or amend the ground lease. If 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 Grantor. 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 Grantor.

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 Grantor 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 Grantor.

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 Grantor 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 Grantor, or if, after notice by Lender to Grantor that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Grantor fails 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 Grantor Miscellaneous Proceeds or the party against whom Grantor has 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. Grantor 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 Grantor 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 Grantor 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 Grantor 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 Grantor in connection with this Security Instrument shall be given and deemed effective when delivered to Grantor 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. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Grantor.

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.

Grantor 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. Grantor 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).

Grantor 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 Grantor has 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 Grantor learns, or is 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, Grantor shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for Environmental Cleanup. Grantor is party to the EIA and, for the avoidance of doubt, Grantor's 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 Grantor and Lender, respectively, as set forth in Section 1 hereof.

18. Use of Property; Compliance With Law. Grantor 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. Grantor 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 Note, Grantor 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. Grantor absolutely and unconditionally assigns and transfers to Lender all of Grantor's 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. Grantor authorizes Lender or Lender's agents to collect the Rents and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Grantor 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 Grantor shall be held by Grantor 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) Grantor

agrees 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.

Grantor represents and warrants that Grantor has not executed any prior assignment of the Rents and has 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 Grantor, 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 Grantor and its 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 Grantor to transfer and assign to Lender, in form satisfactory to Lender, Grantor's 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 Grantor fails 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.

29. State-Specific Provisions. In the event of any conflict between the terms and provisions set forth in this Section 29 and the other terms and provisions of this Security Instrument, this Section 29 shall control.

[Signature Page Follows]

BY SIGNING BELOW, Grantor accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Grantor.

GRANTOR:

SOUTHFIELD LAND AND LIVESTOCK,
LLC,
an Idaho limited liability company, a/k/a
Southfield Land & Livestock, LLC

By: *Edwin K. Southfield*
Edwin K. Southfield
Its: Managing Member

STATE OF IDAHO)
) ss.
COUNTY OF Jerome)

This document was acknowledged before me on October 29, 20 25, by Edwin K. Southfield.



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

EXHIBIT A

Legal Description of the Land

(Attached)

Exhibit A

Legal Description:

TRACT A

TOWNSHIP 6 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 10: NE $\frac{1}{4}$ NE $\frac{1}{4}$

EXCEPTING THEREFROM that portion deeded to the State of Idaho for highway purposes, as set forth in Right-of-Way Deed recorded December 11, 1937, in Book 28, Page 607, as Instrument No. 69233, records of Gooding County, Idaho.

TRACT B: (AIRPORT)

PARCEL NO. 1:

TOWNSHIP 6 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

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

Beginning at the Section corner common to Sections 2, 3, 10 and 11, Township 6 South, Range 14 East of the Boise Meridian South 0°20' East 1320 feet to a point; Thence South 0°20' East 630.0 feet to the TRUE POINT OF BEGINNING;
Thence South 46°40' West 146.0 feet;
Thence South 82°08' West 208.0 feet;
Thence South 64°40' West 360.0 feet;
Thence South 84°40' West 300.0 feet;
Thence South 07°0' East 710.0 feet;
Thence North 84°30' East 763.0 feet;
Thence South 52°50' East 140.0 feet;
Thence North along the section line to the TRUE POINT OF BEGINNING.

TOWNSHIP 6 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 10: E $\frac{1}{2}$ W $\frac{1}{2}$, W $\frac{1}{2}$ NE $\frac{1}{4}$ SAVE AND EXCEPT the following described tracts:

Tract No. 1:

Beginning at the Southwest corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence North along the West boundary of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ 500.0 feet;
Thence East parallel with the South boundary of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, 425.0 feet more or less to the Center of the "South Gooding Main Canal" of the Big Wood Canal Company System;
Thence Southerly along the centerline of said canal to the point of intersection with the South boundary of said SE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence West along the South boundary of said SE $\frac{1}{4}$ SW $\frac{1}{4}$, 410.0 feet more or less to the TRUE POINT OF BEGINNING

Tract No. 2:

A parcel of land located in the S $\frac{1}{2}$ NE $\frac{1}{4}$ and the N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 10, Township 6 South, Range 14 East, Boise Meridian, Gooding County records deeded to the City of Gooding by "Amended" Deed recorded October 13, 2006, as Instrument Number 218637, Gooding County records, described as follows:

Beginning at the Northeast corner of said Section 10;
Thence South 0°13'00" East a distance of 1329.34 feet along the Easterly boundary of said Section 10 to the Northeast corner of said S $\frac{1}{2}$ NE $\frac{1}{4}$;
Thence South 0°13'00" East a distance of 630.00 feet along the Easterly boundary of said S $\frac{1}{2}$ NE $\frac{1}{4}$ to the Northerly boundary of said existing airport property;
Thence South 46°47'00" West a distance of 146.00 feet along the Northerly boundary of said existing airport property;
Thence South 82°15'00" West a distance of 208.00 feet along the Northerly boundary of said existing airport property;
Thence South 64°47'00" West a distance of 360.00 feet along the Northerly boundary of said existing airport property;

Thence South 84°47'00" West a distance of 300.00 feet along the Northerly boundary of said existing airport property to the TRUE POINT OF BEGINNING;

Thence South 6°53'00" East a distance of 710.00 feet along the Easterly boundary of said existing airport property;

Thence South 84°37'00" West a distance of 1201.89 feet;

Thence North 0°13'00" West a distance of 715.92 feet;

Thence North 84°47'00" East a distance of 1118.84 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 2:

**TOWNSHIP 6 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 15: S½NE¼, NW¼NE¼, W¼NE¼NE¼

PARCEL NO. 3:

**TOWNSHIP 6 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 15: Part of the E½NE¼NE¼, more particularly described as follows:

Beginning at the Northeast corner of said NE¼NE¼;

Thence South 0°12'54" West, a distance of 1329.4 feet along the Easterly boundary of said NE¼NE¼ to the Southeast corner of said NE¼NE¼;

Thence North 89°41'29" West a distance of 662.83 feet along the Southerly boundary of said NE¼NE¼ to the Southwest corner of said E½NE¼NE¼;

Thence North 0°15'38" East a distance of 1330.24 feet along the Westerly boundary of said E½NE¼NE¼ to the Northwest corner of said E½NE¼NE¼;

Thence South 89°37'07" East a distance of 661.77 feet along the Northerly boundary of said NE¼NE¼ to the Northeast corner thereof and THE TRUE POINT OF BEGINNING.

TRACT C: (GRAVES)

**TOWNSHIP 6 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Sections 7 and 18: A tract of land more particularly described as follows:

Beginning at the Northeast corner of said Section 7; Thence South 0°05'09" East a distance of 131.75 feet along the Easterly boundary of said Section 7 to the Southerly right-of-way boundary of State Highway No. 20 and THE TRUE POINT OF BEGINNING;

Thence South 0°05'09" East a distance of 5136.07 feet along the Easterly boundary of said Section 7 to the Southeast corner thereof;

Thence South 0°10'32" East a distance of 3390.55 feet along the Easterly boundary of said Section 18 to center of a gravel road;

Thence Westerly along the center of said gravel road the following courses and distances South 83°06'23" West a distance of 1233.75 feet;

Thence South 69°19'46" West a distance of 1447.91 feet;

Thence South 59°44'42" West a distance of 655.17 feet;

Thence South 56°27'21" West a distance of 334.08 feet;

Thence South 62°42'32" West a distance of 232.23 feet leaving the center of said gravel road to a point in the road fence which is 1400.00 feet from the center of an irrigation pivot;

Thence Westerly along the edge of said pivot 2227.67 feet on the arc of a non-tangent curve to the right with a radius of 1400.00 feet, a central angle of 91°10'06" and a chord which bears North 60°34'28" West a distance of 1999.98 feet to a point on the Westerly boundary of said Section 18;

Thence North 0°03'00" East a distance of 726.59 feet along the Westerly boundary of said Section 18 to a point 1400.00 feet from the center of said irrigation pivot;

Thence Northeasterly along the edge of said irrigation pivot 1812.12 feet on the arc of a non-tangent curve to the right with a radius of 1400.00 feet, a central angle of 74°31'50" and a chord which bears North 52°21'20" East a distance of 1695.42 feet to a point on the Westerly boundary of the E½NW¼ of said Section 18;

Thence North 0°00'23" West a distance of 1922.36 feet to the Northwest corner of said E½NW¼;

Thence North 0°00'23" West a distance of 600.00 feet on the projection northwardly of the Westerly boundary of said E½NW¼;

Thence North 89°56'40" East a distance of 1339.67 feet parallel with and 600.00 feet Northerly from the Southerly boundary of said Section 7 to the Westerly boundary of the E½ of said Section 7;

Thence North 0°00'22" West a distance of 2072.19 feet along the Westerly boundary of the E½ of said Section 7;

Thence North 89°59'10" East a distance of 1262.81 feet to a point 50.00 feet Westerly from the Westerly boundary of the E½NE¼ of said Section 7;
Thence North 0°05'50" West a distance of 2460.67 feet parallel with the Westerly boundary of said E½NE¼ to the Southerly right-of-way boundary of said State Highway No.30;
Thence North 89°46'37" East a distance of 1413.30 feet along said right-of-way boundary to THE TRUE POINT OF BEGINNING.

TRACT D: (WEST POINT FARMS)

PARCEL NO. 1: (ADEOLF)
TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 1: S½NW¼, SAVE AND EXCEPT the following described:

Beginning at the Southwest corner of said SW¼NW¼;
Thence North along the West boundary of the SW¼NW¼ for a distance of 450 feet;
Thence East parallel with South boundary of the SW¼NW¼ for a distance of 425 feet;
Thence South parallel with the West boundary of the SW¼NW¼ for a distance of 450 feet to a point on the South boundary of said SW¼NW¼;
Thence West along the South boundary of the SW¼NW¼ for a distance of 425 feet to the POINT OF BEGINNING

PARCEL NO. 2: (DRAKE)
TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 2: Lots 1, 2, 3, S½NE¼ and that Part of the SE¼NW¼, more particularly described as follows:

Commencing at the Northeast corner of said SE¼NW¼;
Thence West along the North line of said SE¼NW¼ to the Northwest corner thereof;
Thence South along the West line thereof 12 rods;
Thence Easterly to a point on the East line of said SE¼NW¼ which point is 17 rods South of the Northeast corner thereof;
Thence North along the said East line 17 rods to the POINT OF BEGINNING.

SAVE AND EXCEPT Part of Government Lot 1, more particularly described as follows:

Beginning at the Northeast corner of Section 2, the TRUE POINT OF BEGINNING;
Thence South 0°11' East 331.56 feet along the Easterly boundary of Section 2;
Thence South 89°37'20" West 43.50 feet;
Thence South 0°11' East 38.00 feet;
Thence South 89°37'20" West, 217.22 feet;
Thence North 0°11' West, 369.56 feet to the Northerly boundary of Section 2;
Thence North 89°37'20" East 260.72 feet along the Northerly boundary of Section 2 to the TRUE POINT OF BEGINNING.

PARCEL NO. 3: (BRANCHFLOWER)
TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 2: S½NW¼ SAVE AND EXCEPT the following described tracts:

Tract No. 1:

Beginning at the Northeast corner of the SE¼NW¼ of said Section 2;
Thence West 80 rods to the Northwest corner thereof;
Thence South along the West line thereof 12 rods;
Thence in a Southeasterly direction to a point on the East line of said Southeast Quarter of the Northwest Quarter 17 rods South of the Northeast corner thereof;
Thence North along said East line 17 rods to THE POINT OF BEGINNING.

Tract No. 2:

Highway right-of-way as set forth in Deeds to the State of Idaho, recorded November 11, 1941 in Book 33 of Deeds at Page 193 and recorded November 15, 1941 in Book 33 of Deeds at Page 195, Gooding County records.

Tract No. 3:

Commencing at the West $\frac{1}{4}$ corner of Section 2 a distance of 772.60 feet on a bearing of North $0^{\circ}25'37''$ East along the West boundary of said Section 2; Thence a distance of 33.00 feet on a bearing of South $89^{\circ}34'23''$ East to the East boundary of a county road said point being THE REAL POINT OF BEGINNING;

Thence from this REAL POINT OF BEGINNING and along said East boundary of a county road a distance of 551.15 feet on a bearing of North $0^{\circ}25'37''$ East to the North boundary of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ said Section 2;

Thence along this said North boundary of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ a distance of 505.08 feet on a bearing of South $89^{\circ}46'25''$ East;

Thence a distance of 266.11 feet on a bearing of South $0^{\circ}25'37''$ West to the centerline of an irrigation lateral;

Thence along the said centerline of an irrigation lateral the following courses and distances:

South $50^{\circ}52'49''$ West, 109.12 feet;

South $38^{\circ}58'43''$ West, 151.51 feet;

South $79^{\circ}59'18''$ West, 116.83 feet;

South $52^{\circ}21'06''$ West, 64.17 feet;

South $77^{\circ}07'08''$ West, 165.54 feet to THE POINT OF BEGINNING.

PARCEL NO. 4:

TOWNSHIP 8 SOUTH, RANGE 14, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 3: NE $\frac{1}{4}$ SE $\frac{1}{4}$

SAVE AND EXCEPT All that portion deeded to State of Idaho, for highway purposes by Right-of-Way Deed, recorded August 30, 1944, in Book 35 Page 512 as Instrument Number 91181, Gooding County records.

PARCEL NO. 5:

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 3: SE $\frac{1}{4}$ NE $\frac{1}{4}$, EXCEPT the West 66 feet of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$

SAVE AND EXCEPT that portion deeded to the State of Idaho for public highway contained in Highway Right-of-Way Deed recorded August 12, 1944, in Book 35 Page 501, Gooding County records.

PARCEL NO. 6:

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 3: SW $\frac{1}{4}$ and That part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, more particularly described as follows:

Beginning at the Southwest corner of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$;

Thence North along the West line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, 500 feet;

Thence East parallel with the South line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, 605 feet;

Thence South parallel with the West line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, 500 feet to the South line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$;

Thence West along the South line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, 605 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 7:

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 3: Part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, more particularly described as follows:

Beginning at the Northwest corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, said point being the TRUE POINT OF BEGINNING;

Thence South along the West boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$, 341.00 feet;

Thence Northeasterly to a point on the North boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, said point lies 205.00 feet East of the Northwest corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$;

Thence West along the North boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, 205.00 feet to TRUE POINT OF BEGINNING;

AND that part of the SW $\frac{1}{4}$ SE $\frac{1}{4}$, described as follows:

**Beginning at the Northeast corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence North 89°43'13" West, 500.00 feet along the Northerly boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence South 70°36'49" West, 104.00 feet to a point 35 feet South of the Northerly boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence North 86°57'45" West, 727.33 feet to the Northwest corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence South 0°01'48" West, 811.28 feet along the Westerly boundary of the S $\frac{1}{2}$ SE $\frac{1}{4}$;
Thence South 89°36'37" East, 605.00 feet;
Thence South 0°01'48" West, 502.50 feet to a point on the Southerly boundary of Section 3;
Thence East along the South boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ to the Southeast corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence North along the East boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ to the Northeast corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$, the POINT OF BEGINNING.**

SAVE AND EXCEPT the following described:

**Commencing at the Southeast corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence North along the East boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$, 527.00 feet to the TRUE POINT OF BEGINNING;
Thence South along the East boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$, 527.00 feet to the Southeast corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence West along the South boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$, 590.00 feet;
Thence Northeasterly 785.00 feet, more or less, to the TRUE POINT OF BEGINNING;**

**PARCEL NO. 8:
TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 4: E $\frac{1}{2}$ SE $\frac{1}{4}$ SAVE AND EXCEPT the following described tracts:

Tract No. 1:

**Beginning at the Southwest corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$; Thence North 0°08' West along the West line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$, 410.60 feet to the TRUE POINT OF BEGINNING;
Thence South 86°40' East, 97.00 feet;
Thence North 4°04' East, 349.51 feet;
Thence North 77°09' West, 298.67 feet to the center line of the North Side Canal Company Lateral;
Thence following the center line of the North Side Canal Company lateral the following courses:
Thence South 13°32' West, 54.50 feet;
Thence South 32°01' East, 55.00 feet;
Thence South 3°00' West, 77.20 feet;
Thence South 46°56' West, 31.30 feet;
Thence South 8°13' West, 201.22 feet;
Thence South 86°40' East, leaving the North Side Canal Company Lateral, 209.17 feet, more or less, to the TRUE POINT OF BEGINNING.**

Tract No. 2:

That portion of the S $\frac{1}{2}$ SE $\frac{1}{4}$, Section 4 lying Southwest of the Southwest boundary of that certain right-of-way for ingress and egress set out in Instrument No. 147811, recorded February 24, 1992, records of Gooding County, Idaho, described as follows:

**A right-of-way for ingress and egress, 10 feet on each side of the following described center line over the SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Beginning 550.94 feet West of the Southeast corner of Section 4;
Thence North 44°33'11" West, 857.21 feet to the above described tract, all in Section 4, Township 8 South, Range 14 East of the Boise Meridian, Gooding County, Idaho.**

**PARCEL NO. 9:
TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 9: NE $\frac{1}{4}$

PARCEL NO. 10: (CRUMRINE)
TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 4: Part of the S $\frac{1}{2}$ SE $\frac{1}{4}$, more particularly described as follows:

Beginning at the Southwest corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence North 0°08' West along the West line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$, 410.60 feet to the TRUE POINT OF BEGINNING;
Thence South 86°40' East, 97.00 feet;
Thence North 4°04' East, 349.51 feet;
Thence North 77°09' West, 298.67 feet to the center line of the North Side Canal Company Lateral;
Thence following the center line of the North Side Canal Company lateral the following courses:
Thence South 13°32' West, 54.50 feet;
Thence South 32°01' East, 55.00 feet;
Thence South 3°00' West, 77.20 feet;
Thence South 46°56' West, 31.30 feet;
Thence South 8°13' West, 201.22 feet;
Thence South 86°40' East, leaving the North Side Canal Company Lateral, 209.17 feet, more or less, to the TRUE POINT OF BEGINNING.

PARCEL NO. 11:
TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

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

Tract No. 1:

Beginning at the Southwest corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$; Thence North 0°08' West along the West line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$, 410.60 feet to the TRUE POINT OF BEGINNING;
Thence South 86°40' East, 97.00 feet;
Thence North 4°04' East, 349.51 feet;
Thence North 77°09' West, 298.67 feet to the center line of the North Side Canal Company Lateral;
Thence following the center line of the North Side Canal Company lateral the following courses:
Thence South 13°32' West, 54.50 feet;
Thence South 32°01' East, 55.00 feet;
Thence South 3°00' West, 77.20 feet;
Thence South 46°56' West, 31.30 feet;
Thence South 8°13' West, 201.22 feet;
Thence South 86°40' East, leaving the North Side Canal Company Lateral, 209.17 feet, more or less, to the TRUE POINT OF BEGINNING.

Tract No. 2:

Beginning at the Southeast corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$, which point shall be known as the TRUE POINT OF BEGINNING;
Thence North 0°08' West, along the East boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$, 410.60 feet;
Thence North 86°40' West 209.17 feet, more or less, to the centerline of a North Side Canal Company Lateral;
Thence Southerly along the centerline of said Lateral to the Southerly boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence East along the South boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ to the TRUE POINT OF BEGINNING.

PARCEL NO. 12:
TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 4: Part of the S $\frac{1}{2}$ SE $\frac{1}{4}$, more particularly described as follows:

Commencing at the Southeast corner of Section 4;
Thence South 89°58'00" West, 564.97 feet along the South Section line of Section 4 to a point on said line which is the TRUE POINT OF BEGINNING.
Thence North 44°35'11" West, 919.79 feet along the South boundary of an existing roadway to a point;
Thence South 4°02'00" West, 251.12 feet to a point;
Thence North 86°41'54" West, 306.18 feet to a point on the center line of an existing canal;
Thence South 4°58'00" West, 148.50 feet along said center line to a point on said center line;
Thence South 8°02'00" East, 277.53 feet along said center line to a point on the South Section line of Section 4;

Thence North 89°58'00" East, 943.09 feet along said Section line to the TRUE POINT OF BEGINNING.

PARCEL NO. 13: (CLIFFHANGER)
TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 4: Lots 3 and 4; S½NW¼; SW¼

PARCEL NO. 14:
TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 5: Lots 1 and 2; S½NE¼

PARCEL NO. 15:
TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 9: N½NW¼

PARCEL NO. 16: (HIRAI)
TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 8: NW¼NE¼, lying South and West of the County Road as now constructed.

PARCEL NO. 17:
TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 8: Part of the NE¼ and the E½SE¼, more particularly described as follows:

Commencing at a found spike marking the Southeast corner of said Section 8; Thence along the East line of said Section 8, North 00°47'03" East, a distance of 60.00 feet to THE POINT OF BEGINNING of this land description, from which point a set 5/8 inch rebar with a plastic cap imprinted "PLS 9858" bears North 89°36' West at a distance of 25.0 feet;
Thence parallel with and 60 feet distant from the South line of the E½SE¼ of said Section 8, North 89°35'50" West, a distance of 322.48 feet to a set 5/8 inch rebar with a plastic cap imprinted "PLS 9858";
Thence North 43°33'25" West, a distance of 148.71 feet to a set 5/8 inch rebar with a plastic cap imprinted "PLS 9858";
Thence North 69°41'50" West, a distance of 168.96 feet to a set 5/8 inch rebar with a plastic cap imprinted "PLS 9858";
Thence North 62°39'32" West, a distance of 168.96 feet to a set 5/8 inch rebar with a plastic cap imprinted "PLS 9858";
Thence North 55°37'14" West, a distance of 168.96 feet to a set 5/8 inch rebar with a plastic cap imprinted "PLS 9858";
Thence North 48°34'57" West, a distance of 168.96 feet to a set 5/8 inch rebar with a plastic cap imprinted "PLS 9858";
Thence North 41°32'39" West, a distance of 168.96 feet to a set 5/8 inch rebar with a plastic cap imprinted "PLS 9858";
Thence North 34°30'22" West, a distance of 168.96 feet to a set 5/8 inch rebar with a plastic cap imprinted "PLS 9858";
Thence North 27°28'04" West, a distance of 162.70 feet to a set 5/8 inch rebar with a plastic cap imprinted "PLS 9858";
Thence North 89°14'49" West, a distance of 30.00 feet to a set 5/8 inch rebar with a plastic cap imprinted "PLS 9858" marking the point of intersection with the West line of the E½SE¼ of said Section 8;
Thence North 00°45'11" East, a distance of 1724.66 feet to a found aluminum cap imprinted "PLS 6021" set in a concrete pillar marking the center East 1/16 corner of said Section 8;
Thence along the South line of the NE¼ of said Section 8, North 89°37'48" West, a distance of 1325.18 feet to a found aluminum cap imprinted "PLS 6021" set in a concrete pillar marking the center ¼ corner of said Section 8;
Thence North 01°06'23" East, a distance of 1318.79 feet to a found 1 inch steel pipe marking the Northwest corner of the SW¼NE¼ of said Section 8, from which a US Fish and Wildlife Service brass cap stamped "NW1/16" bears North 80°58' West at a distance of 0.6 feet;
Thence along the North line of said SW¼NE¼, South 89°39'16" East, a distance of 1317.09 feet to the Southwest corner of the NE¼NE¼ of said Section 8;
Thence along the West line of said NE¼NE¼, North 00°45'17" East, a distance of 606.71 feet to the point of intersection with the center of Gooding County Road 1200 East, from which point a set 5/8 inch rebar with a plastic cap imprinted "PLS 9858" bears South 00°45' West at a distance of 39.2 feet, and also from which point a found 1/2 inch steel rod bears North 38°48'42" West at a distance of 139.11 feet;
Thence along the center line of said Road, South 38°48'42" East, a distance of 696.40 feet to a found ½ inch steel rod marking the beginning of a curve tangent to said line;

Thence continuing along the center line of said Road, Southeasterly a distance of 232.06 feet along the curve to the left, concave to the Northeast, having a radius of 500.00 feet, a central angle of 26°35'31", and being subtended by a chord which bears South 52°06'28" East, 229.98 feet to a found 1/2 inch steel rod;

Thence continuing along the center of said Road, South 65°24'14" East tangent to said curve, a distance of 763.83 feet to a found 5/8 inch steel rod marking the point of intersection with the East line of the SE¼NE¼ of said Section 8;

Thence along said East line, South 00°47'03" West, a distance of 933.34 feet to a found 5/8 inch steel rod marking the Northeast corner of the E¼SE¼ of said Section 8;

Thence along the East line of said E¼SE¼, South 00°47'05" West, a distance of 2580.09 feet to THE POINT OF BEGINNING.

PARCEL NO. 18:

**TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 9: S½NW¼; SW¼ SAVE AND EXCEPT the following described:

Beginning at a point on the Southerly boundary line of said SE¼SW¼ which is 375 feet West of the Southeast corner of said SE¼SW¼, which point is the POINT OF BEGINNING.

Thence East along the Southerly boundary line of said SE¼SW¼ for 375 feet;

Thence North along the Easterly boundary line of said SE¼SW¼ for 375 feet;

Thence Southwest to the POINT OF BEGINNING.

PARCEL NO 19: (LEHMAN)

**TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 10: NW¼

SAVE AND EXCEPT the following described as follows:

Commencing at the North¼ corner of said Section 10, from which the South ¼ corner of said Section 10 bears South 00°47'13" West, 5278.71 feet; Thence South 00°47'13" West along the East boundary of the NW¼ of said Section 10 for a distance of 1,841.73 feet; Thence North 89°12'47" West for a distance of 1932.27 feet to a set 5/8 inch rebar with cap and being THE POINT OF BEGINNING;

Thence North 89°28'09" West for a distance of 697.89 feet to a set 5/8 inch rebar with cap;

Thence North 00°42'42" East for a distance of 561.39 feet to a set 5/8 inch rebar with cap;

Thence South 89°34'33" East for a distance of 694.68 feet to a set 5/8 inch rebar with cap;

Thence South 00°23'01" West for a distance of 562.68 feet to THE POINT OF BEGINNING.

PARCEL NO. 20: (MCCANN)

**TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 10: NE¼

SAVE AND EXCEPT that portion deeded to the State of Idaho for a right-of-way for a public highway as disclosed in Highway Right-of-Way Deed recorded August 30, 1944, in Book 35 page 512 and in Quitclaim Deed recorded July 11, 1944, in Book 35 page 472, Gooding County records.

PARCEL NO. 21: (BORCHARD)

**TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 10: SE¼

TRACT E

PARCEL NO. 1: (IRACE)

**TOWNSHIP 8 SOUTH, RANGE 14, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 12: Part of the N¼NE¼SE¼, more particularly described as follows:

Beginning at the Northeast corner of said N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$; Thence South 480.00 feet along the Easterly boundary of said N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ to THE TRUE POINT OF BEGINNING;
Thence South 182.88 feet along said Easterly boundary to the Southeast corner of said N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence South 89°56'13" West, 1325.43 feet to the Southwest corner of said N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence North 0°05'44" East, 260.40 feet along the Westerly boundary of said N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ to a point 4 feet South of an irrigation ditch;
Thence Easterly along said irrigation ditch the following courses and distances:
North 89°31'02" East, 915.89 feet;
Thence South 88°44'24" East, 115.90 feet;
Thence South 78°28'51" East, 142.62 feet;
Thence South 65°39'37" East, 89.36 feet;
Thence South 77°31'53" East, 73.84 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 2: (BERRY)
TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 12: Part of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, more particularly described as follows:

Beginning at the Northeast corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$; Thence South along the East boundary of the NW $\frac{1}{4}$ SE $\frac{1}{4}$, 660.0 feet to the Northeast corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, THE TRUE POINT OF BEGINNING;
Thence South 208.75 feet;
Thence West 208.75 feet;
Thence North 208.75 feet;
Thence East 208.75 feet to THE TRUE POINT OF BEGINNING.

EASEMENT NO. 1:

A perpetual easement and right-of-way for ingress and egress for the benefit of Parcel No. 2 above, as created by Easement recorded October 9, 1984, as Instrument Number 110921, records of Gooding County, Idaho, over the following described property:

A strip of land 40 feet in width along and adjacent to the North boundary of the East 1,320 feet of the S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 12, Township 8 South, Range 14, East of the Boise Meridian, Gooding County, Idaho.

PARCEL NO. 3: (JOSE 33)
TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 12: W $\frac{1}{2}$ N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$

PARCEL NO. 4:
TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 12: N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, SAVE AND EXCEPT the following described:

Commencing at the Northeast corner of said N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$; Thence South 480.00 feet along the Easterly boundary of said N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ to the TRUE POINT OF BEGINNING;
Thence South 182.88 feet along said Easterly boundary to the Southeast corner of said N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence South 89°56'13" West, 1,325.43 feet to the Southwest corner of said N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence North 0°05'44" East, 260.40 feet along the Westerly boundary of said N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ to a point four (4) feet South of an irrigation ditch;
Thence Easterly along said irrigation ditch the following courses and distances:
North 89°31'02" East, 915.89 feet;
Thence South 88°44'24" East, 115.90 feet;
Thence South 78°28'51" East, 142.62 feet;
Thence South 65°39'37" East, 89.36 feet;
Thence South 77°31'53" East, 73.84 feet to the TRUE POINT OF BEGINNING.

TRACT F: (L & S FEEDLOT)

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 15: W $\frac{1}{2}$ SW $\frac{1}{4}$



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

July 21, 2026

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

Re: Notice of Security Interest for Water Right No(s): 36-2517A, etc. *See attached list*
Southfield Land & Livestock LLC

Dear Security Interest Holder:

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

Please note, we were not able to add security interest to water right no(s). 36-17034 and 36-17036 because these water rights are in the name L & S Land Holdings LLC; per a Notice of Change in Water Right Ownership processed in 2023. Because we could not process the security interest for these 2 water rights, a refund in the amount of \$50.00 has been submitted for processing and will be sent to TitleOne under separate cover.

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: Southfield Land & Livestock LLC
TitleOne, Jerome, ID (File #25551417)

WR No.	Process	Basis	Current Owner(s)	Other Owner(s)
36- 2517A	Water Right	Decreed	SOUTHFIELD LAND & LIVESTOCK LLC	CONTERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 2517B	Water Right	Decreed	SOUTHFIELD LAND & LIVESTOCK LLC	CONTERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 2907	Water Right	Decreed	SOUTHFIELD LAND & LIVESTOCK LLC	CONTERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 4246	Water Right	Decreed	SOUTHFIELD LAND & LIVESTOCK LLC	CONTERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 7157A	Water Right	Decreed	SOUTHFIELD LAND & LIVESTOCK LLC	CONTERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 7295A	Water Right	Decreed	SOUTHFIELD LAND & LIVESTOCK LLC	CONTERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 7295B	Water Right	Decreed	SOUTHFIELD LAND & LIVESTOCK LLC	CONTERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 7295C	Water Right	Decreed	SOUTHFIELD LAND & LIVESTOCK LLC	CONTERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 7377D	Water Right	Decreed	SOUTHFIELD LAND & LIVESTOCK LLC	CONTERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 7377F	Water Right	Decreed	SOUTHFIELD LAND & LIVESTOCK LLC	CONTERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 7377G	Water Right	Decreed	SOUTHFIELD LAND & LIVESTOCK LLC	CONTERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 7377H	Water Right	Decreed	SOUTHFIELD LAND & LIVESTOCK LLC	CONTERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 7460B	Water Right	Decreed	SOUTHFIELD LAND & LIVESTOCK LLC	CONTERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 7460F	Water Right	Decreed	SOUTHFIELD LAND & LIVESTOCK LLC	CONTERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 7547G	Water Right	Decreed	SOUTHFIELD LAND & LIVESTOCK LLC	CONTERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 7547H	Water Right	Decreed	SOUTHFIELD LAND & LIVESTOCK LLC	CONTERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 8529	Water Right	License	SOUTHFIELD LAND & LIVESTOCK LLC	CONTERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 8560A	Water Right	License	SOUTHFIELD LAND & LIVESTOCK LLC	CONTERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 10216	Water Right	Decreed	SOUTHFIELD LAND & LIVESTOCK LLC	CONTERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 10382	Water Right	Decreed	SOUTHFIELD LAND & LIVESTOCK LLC	CONTERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 10383	Water Right	Decreed	SOUTHFIELD LAND & LIVESTOCK LLC	CONTERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 10479	Water Right	Decreed	SOUTHFIELD LAND & LIVESTOCK LLC	CONTERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 10480	Water Right	Decreed	SOUTHFIELD LAND & LIVESTOCK LLC	CONTERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 10535	Water Right	Decreed	SOUTHFIELD LAND & LIVESTOCK LLC	CONTERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 10573	Water Right	Decreed	SOUTHFIELD LAND & LIVESTOCK LLC	CONTERRA AGRICULTURAL CAPITAL LLC (Security Interest)

36- 10650	Water Right	Decreed	SOUTHFIELD LAND & LIVESTOCK LLC	CON TERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 10676	Water Right	Decreed	SOUTHFIELD LAND & LIVESTOCK LLC	CON TERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 17035	Water Right	Decreed	SOUTHFIELD LAND & LIVESTOCK LLC	CON TERRA AGRICULTURAL CAPITAL LLC (Security Interest)
36- 17037	Water Right	Decreed	SOUTHFIELD LAND & LIVESTOCK LLC	CON TERRA AGRICULTURAL CAPITAL LLC (Security Interest)
37- 2549	Water Right	Decreed	SOUTHFIELD LAND & LIVESTOCK LLC	CON TERRA AGRICULTURAL CAPITAL LLC (Security Interest)
37- 2550	Water Right	Decreed	SOUTHFIELD LAND & LIVESTOCK LLC	CON TERRA AGRICULTURAL CAPITAL LLC (Security Interest)
37- 2761B	Water Right	Decreed	SOUTHFIELD LAND & LIVESTOCK LLC	CON TERRA AGRICULTURAL CAPITAL LLC (Security Interest)
37- 7370	Water Right	Decreed	SOUTHFIELD LAND & LIVESTOCK LLC	CON TERRA AGRICULTURAL CAPITAL LLC (Security Interest)
37- 7572	Water Right	Decreed	SOUTHFIELD LAND & LIVESTOCK LLC	CON TERRA AGRICULTURAL CAPITAL LLC (Security Interest)
37- 7634	Water Right	Decreed	SOUTHFIELD LAND & LIVESTOCK LLC	CON TERRA AGRICULTURAL CAPITAL LLC (Security Interest)
37- 8326	Water Right	License	SOUTHFIELD LAND & LIVESTOCK LLC	CON TERRA AGRICULTURAL CAPITAL LLC (Security Interest)
37- 8732	Water Right	License	SOUTHFIELD LAND & LIVESTOCK LLC	CON TERRA AGRICULTURAL CAPITAL LLC (Security Interest)
37- 10141	Water Right	Decreed	SOUTHFIELD LAND & LIVESTOCK LLC	CON TERRA AGRICULTURAL CAPITAL LLC (Security Interest)
37- 10698	Water Right	Decreed	SOUTHFIELD LAND & LIVESTOCK LLC	CON TERRA AGRICULTURAL CAPITAL LLC (Security Interest)
37- 22802	Water Right	License	SOUTHFIELD LAND & LIVESTOCK LLC	CON TERRA AGRICULTURAL CAPITAL LLC (Security Interest)
37- 22803	Water Right	Decreed	SOUTHFIELD LAND & LIVESTOCK LLC	CON TERRA AGRICULTURAL CAPITAL LLC (Security Interest)
37- 23009	Water Right	Decreed	SOUTHFIELD LAND & LIVESTOCK LLC	CON TERRA AGRICULTURAL CAPITAL LLC (Security Interest)

Maline, Denise

From: Maline, Denise
Sent: Tuesday, July 21, 2026 11:55 AM
To: IdwrPayable
Subject: Refund request - TitleOne Jerome
Attachments: Refund request - TitleOne Jerome (S040894).pdf

Good afternoon,

Attached is a refund request being submitted for processing please.

Thank you,

Denise



Denise Maline, Administrative Assistant I
Idaho Dept. of Water Resources, Southern Region
650 Addison Ave W Ste 500
Twin Falls ID 83301-5858
(208) 293-9908
denise.maline@idwr.idaho.gov

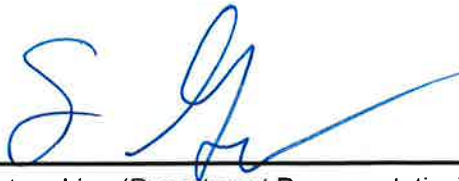
Idaho Department of Water Resources Receipt

Receipt ID: S040894

Payment Amount	\$1,100.00	Date Received	1/13/2026	Region	SOUTHERN
Payment Type	Check	Check Number	61103		
Payer	TITLTEONE				
Comments	NOTICE OF SECURITY INTEREST FROM: CONTERRA AGRICULTURAL CAPITAL, LLC FOR: SOUTHFIELD LAND & LIVESTOCK, LLC. (44) WR#S, 36-2907, ETC.				

Fee Details

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
\$1,100.00	OWNERSHIP CHANGES/SECURITY INTERESTS	64140	0229	21		1155



Signature Line (Department Representative)

Notice of Security Interest: 36-2517A, etc. (44 total)

Unable to process security interest for 2 of the water rights, as they are not in the name of Southfield Land & Livestock LLC.

Please issue a \$50.00 refund to:

TitleOne
237 N Lincoln Ave
Jerome ID 83338-2324
(208) 324-5613

SM 7-21-2026



RECEIVED

JAN 13 2026

DEPT. OF WATER RESOURCES
SOUTHERN REGION

237 N. Lincoln Ave.
Jerome, ID 83338
Ph. (208) 324-5613
Fx. (866) 310-3443
www.titleonecorp.com

VIA UPS OVERNIGHT DELIVERY

Idaho Dept of Water Resources
650 Addison Ave W, Ste 500
Twin Falls, ID 83301

Date: December 4, 2025

Re: Escrow No. 25551417 ~ West Point Farms, an Idaho general partnership and Southfield Land and Livestock, LLC, an Idaho limited liability company and Edwin Southfield, LLC, an Idaho limited liability company and Edwin Southfield

In connection with the above referenced transaction, I am enclosing the following:

- TitleOne Check no. 61103 in the amount of \$1,100.00 representing the fees for 44 water rights Security Interest to Conterra Agricultural Capital
- Notice of Security Interest in Water Right(s)
- Copy of the Recorded Mortgage

Your business is greatly appreciated. If you have any questions, please do not hesitate to contact me.

Sincerely,


Laury Lamb
(208) 324-5613
llamb@titleonecorp.com