

RECEIVED

SEP 12 2019

WATER RESOURCES  
WESTERN REGION

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

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

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

Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
63-8567 <i>Already done KT</i>	63-33503 <i>already done KT</i>	63-8649	63-34101
63-8531 <i>already done KT</i>	63-32459	63-33502	63-34102
63-21616 <i>already done KT</i>	63-33507	63-33508	
63-11306 <i>already done KT</i>	63-8701	63-32460	

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

AXA EQUITABLE LIFE INSURANCE COMPANY

C/O AXA EQUITABLE AGRIFINANCE, LLC

6300 C STREET SW, MS 3B-CR

CEDAR RAPIDS, IA 52499

Phone 319-355-8063

Email AWMARTIN@AEGONUSA.COM

**SUPPORT DATA**

**FILE # 63-131D**

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

GO INVESTMENTS IDAHO, LLC

5. Expiration Date of Notification Period

June 1, 2039

6. Is this a Renewal of Request for Notification?

YES  NO

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

*Steph Noon*

Title, if applicable

Stephen Noonan

**For Office Use Only**

Received by KT Date 9/12/19 Receipt No. W04T134 Fee 725 (refund \$425)

Processed by KT Date 10/07/19 WR 63-131D Date 10/07/19

SCANNED

OCT 07 2019

RECEIVED

DE ✓

SEP 12 2019

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WESTERN REGION

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

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

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

*Handwritten initials and scribbles in blue ink.*

Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
63-33458 <i>already done KT</i>	63-9744	63-33570	63-11551 <i>not theirs KT</i>
63-34071	63-32067 <i>already done KT</i>	63-33571	
63-21685	63-21688	63-131D	
63-21686	63-21689	63-10867	

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

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

AXA EQUITABLE LIFE INSURANCE COMPANY

C/O AXA EQUITABLE AGRIFINANCE, LLC

6300 C STREET SW, MS 3B-C

CEDAR RAPIDS, IA 52499

Phone 319-355-8063

Email AWMARTIN@AEGONUSA.COM

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

GREG A/K/A GREGORY R. OBENDORF & ANN OBENDORF

5. Expiration Date of Notification Period

June 1, 2039

6. Is this a Renewal of Request for Notification?

YES  NO

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

*Stephen Noon*

Title, if applicable

Stephen Noonan

*AWM*

**For Office Use Only**

Received by KT Date 9/12/19 Receipt No. W047734 Fee 725

Processed by KT Date 10/07/19 WR 63-131D Date 10/07/19

SCANNED

OCT 07 2019

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WATER RESOURCES  
WESTERN REGION

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**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)

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1.

Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
63-33801			
63-11551	not theirs VT		

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

AXA EQUITABLE LIFE INSURANCE COMPANY

C/O AXA EQUITABLE AGRIFINANCE, LLC

6300 C STREET SW, MS 3B-CR

CEDAR RAPIDS, IA 52499

Phone 319-355-8063

Email AWMARTIN@AEGONUSA.COM

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

OBENDORF MALHEUR FARMS, INC.

5. Expiration Date of Notification Period

June 1, 2039

6. Is this a Renewal of Request for Notification?

YES  NO

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

*Steph Noon*

Title, if applicable

Stephen Noonan

**For Office Use Only**

Received by VT Date 9/12/19 Receipt No. W047734 Fee 725

Processed by VT Date 10/07/19 WR 63-131D Date 10/07/19

SCANNED

OCT 07 2019

**2019-041786**  
RECORDED  
**09/06/2019 12:04 PM**  
CHRIS YAMAMOTO  
CANYON COUNTY RECORDER  
Pgs=38 PBRIDGES \$69.00  
TYPE: MTG D OF T  
PIONEER TITLE CANYON - CALDWELL  
ELECTRONICALLY RECORDED

RETURN RECORDED DOCUMENT TO

Andrew W. Martin, Esq./cj  
AXA Equitable AgriFinance, LLC  
6300 C Street SW, MS 3B-CR  
Cedar Rapids, Iowa 52499

ELECTRONICALLY RECORDED - DO NOT  
REMOVE THE COUNTY STAMPED FIRST  
PAGE AS IT IS NOW INCORPORATED AS  
PART OF THE ORIGINAL DOCUMENT.

*LOB 1500 / TK*

Loan No. 60719206

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

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING ("Mortgage") is made the 5<sup>th</sup> day of September, 2019 between Brock & Phillip Obendorf Farms, LLC, who also appears of record as Brock and Phillip Obendorf Farms, LLC, an Idaho limited liability company, Obendorf Legacy Properties, LLC, who acquired title as Obendorf Farms, LLC, an Idaho limited liability company, Gregory R. Obendorf a/k/a Greg Obendorf and Ann M. Obendorf, husband and wife, G.O. Investments Idaho, LLC, an Idaho limited liability company, formerly known as G.O. Investments, LLC, a Colorado limited liability company, Obendorf Hop, Inc., an Idaho corporation, and George Ray Obendorf whose address is 24035 Batt Corner Road, Parma, Idaho 83660, collectively hereinafter called "Mortgagor," and AXA Equitable Life Insurance Company, a New York corporation, whose address is Sixteenth Floor, 1290 Avenue of the Americas, New York, NY 10104, hereinafter called "Lender."

WHEREAS, Brock & Phillip Obendorf Farms, LLC, an Idaho limited liability company, Obendorf Legacy Properties, LLC, an Idaho limited liability company and Gregory R. Obendorf (collectively the "Borrower") are justly indebted to the Lender in the sum of Twenty-Four Million and No/100 Dollars (\$24,000,000.00) ("Loan") with interest, all as set forth in that

certain promissory note (as may be amended, modified, restated or replaced from time to time, the "Note") of even date herewith maturing June 1, 2039.

**WHEREAS**, G.O. Investments Idaho, LLC, an Idaho limited liability company, Obendorf Malheur Farms, LLC, an Idaho limited liability company, Obendorf Hop, Inc., an Idaho corporation, Ann M. Obendorf, Brock Obendorf, and Phillip Obendorf (collectively the "Guarantors") entered into guarantees of the Loan of even date herewith ("Guarantees").

**NOW, THEREFORE, THIS MORTGAGE WITNESSETH**, that, to secure (i) the payment of the principal of and interest on the Note, (ii) the performance and observance of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Guarantors pursuant to the Guarantees, (iii) the performance and observance of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Mortgagor or any other obligor to or benefiting Lender which are evidenced or secured by or otherwise provided in the Note, this Mortgage or any of the other loan documents delivered by Mortgagor or any other obligor in favor of Lender in connection with the Loan (collectively, the "Loan Documents"), and (iv) the reimbursement to Lender of any and all sums incurred, expended or advanced by Lender pursuant to any term or provision of or constituting additional indebtedness under or secured by this Mortgage, any of the other Loan Documents, and in consideration of the premises the Mortgagor by these presents does grant, bargain, sell, convey, transfer, assign, mortgage, pledge, warrant and confirm unto the Lender the following described real estate ("Real Estate") situate in Canyon County, State of Idaho, to wit:

See attached **Exhibit "A"**, which is incorporated herein by reference.

**TOGETHER WITH** (1) all easements, rights-of-way, hereditaments, and rights appurtenant to said Real Estate or used in connection therewith or as a means of access thereto; (2) all water, water rights, water permits, water stock or licenses, culverts, ditches, ponds, waterways and drainage rights appertaining to said Real Estate, whether riparian or appropriative; (3) all leases (including, but not limited to, oil, gas and mineral leases), subleases or occupancy agreements now or hereafter affecting said Real Estate; (4) all buildings, structures, improvements, fixtures, watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, wells, windmills, fences, attachments, and other articles now or hereafter erected on, affixed or attached to, or on said Real Estate which are real property, and all substitutions, replacements, additions and accessions thereof or thereto; (5) all rents, issues, profits, royalties, bonuses, income and other benefits derived from or produced by said Real Estate (subject, however, to the assignment of rents and profits to Lender herein); (6) all awards made for the taking by condemnation or the power of eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of said Real Estate; (7) all timber standing or to be cut, minerals or the like (including oil and gas), any and all fruit or nut bearing bushes, trees or vines presently or hereafter located on the above described Real Estate; and (8) all claims or demands to the proceeds of all insurance now or hereafter in effect with respect to any and all of the foregoing, which Mortgagor now has or may hereafter acquire, Mortgagor hereby agrees, acknowledges and confirms that such fruit or nut bearing bushes, trees or vines are part of the "real estate" comprising the above described Real Estate and will remain a part of

the above described Real Estate throughout the term of the Loan made by Lender to Borrower that is secured by this Mortgage.

**AND ALSO**, Mortgagor, as debtor, irrevocably grants and assigns to Lender, as secured party, a security interest in all of the following collateral which is personal property now or hereafter owned by Mortgagor or in which Mortgagor now or hereafter has any rights and which is now or hereafter located on or at, or affixed or attached to, or produced from, or used in connection with said Real Estate, including: all (a) crops growing or to be grown; (b) permits and licenses used in the operation of the Real Estate; (c) all personal property listed on **Exhibit "B"** attached hereto and made a part hereof; and (d) personal property of the same general kind or class as otherwise described in this paragraph which Mortgagor may now own or hereafter acquire, used or usable in the operation of or relating to the Real Estate; and all products and proceeds from the sale or other disposal thereof, including, without limitation, all payments or unearned premiums on or under any insurance policies, substitutions and replacements, additions, accessions of or to said collateral and any indemnity, warranty or guaranty relating to any of the foregoing (all of the foregoing property shall be hereinafter collectively referred to as the "**Collateral**"); the Real Estate and the Collateral shall hereinafter be collectively referred to as the "**Property**"). **PROVIDED HOWEVER**, that nothing in this Mortgage shall prevent Mortgagor from obtaining secured crop financing which may include the perfection of a lien by the crop lender on the crops growing or to be grown for a period not to exceed the beginning of the next crop year. If Mortgagor exercises its right to place a single crop lien on the crops grown or to be grown on the Real Estate hereunder, such crop lien shall automatically be a superior lien to the lien on such crop created hereby without the need for any consent or subordination from Lender.

**TO HAVE AND TO HOLD** the same unto the Lender, its successors and assigns, forever.

**PROVIDED, ALWAYS**, that if the Mortgagor, Mortgagor's heirs, personal representatives, successors or assigns, shall pay unto the Lender, its successors or assigns, the said sum of money mentioned in the Note and the interest thereon at the times and place and in the manner specified in the Note, and all other sums that may become due and owing to the Lender pursuant to any of the terms, covenants and conditions hereof, and perform all the conditions and covenants contained in this Mortgage, then these presents and the estate hereby granted shall cease, terminate and be void, and shall be released by the Lender at the expense of the Mortgagor, otherwise to remain in full force and effect.

**AND SUBJECT** to the covenants and conditions hereinafter set forth.

1. Covenants of Mortgagor. The Mortgagor hereby covenants and agrees, to the extent permitted by law, as follows:

(a) Principal and Interest: To pay or cause to be paid promptly when due the principal and interest and other sums of money provided for in the Note and in this Mortgage;

- (b) Taxes and Assessments: To pay all taxes, assessments and other charges (including ditch, canal, reservoir, or other water charges, taxes or assessments) imposed by law upon the Property, the Lender's interest therein, or upon the Mortgage or the Note; provided however, in the event of the passage of any law changing the laws for the taxation of mortgages or debts secured by mortgages so as to affect this Mortgage, the entire indebtedness secured hereby shall, at the option of the Lender, become due and payable;
- (c) Good Condition and Repair: To keep the Property and any improvements to the Real Estate in good condition and repair and not to commit or suffer waste thereof, and except as authorized in any schedule annexed hereto and forming a part hereof, neither to remove nor permit the removal of any timber, buildings, oil, gas, minerals, stone, rock, clay, fertilizer, gravel or top soil from the Real Estate without the prior written consent of the Lender;
- (d) Location of Collateral: To keep the Collateral located on the Real Estate;
- (e) Irrigation and Water Practices: To use and manage any irrigated lands in accordance with sound irrigation and water use practice and in a manner that will maintain all of the water rights appurtenant to the Real Estate in full force and effect, and not, without the prior written consent of the Lender, (i) to permit the transfer, diversion, and/or use of said water rights to lands not mortgaged hereunder, or (ii) to change the point or points of diversion of such water;
- (f) Property Insurance: To maintain and deliver to the Lender policies of insurance against such hazards on the buildings now or hereafter located on the Real Estate as the Lender may require from time to time, in such companies and amounts and with such loss payable clauses as shall be satisfactory to the Lender; in the event of loss the Lender is expressly authorized to settle or compromise claims under said policies and the proceeds shall be paid to the Lender who may apply same or any part thereof on the indebtedness secured hereby or towards the reconstruction or repair of said buildings or release same to the Mortgagor;
- (g) Liens and Charges: To pay any lien, claim or charge against the Real Estate which might take precedence over the lien hereof;
- (h) Legal and Title Expenses: To pay on demand all legal expenses, title searches, or attorneys' fees reasonably incurred or paid by the Lender to collect the Note or foreclose or protect the lien of the Mortgage;
- (i) UCC Security Interests: To do any and all acts all in a timely and proper manner and in a form satisfactory to Lender, requested by Lender to protect and preserve the security interests granted hereunder pursuant to the Uniform Commercial Code ("UCC") as in effect from time to time in the state where the Collateral is located except to the extent the UCC provides for the application of the law of the state of location of the Mortgagor in which event the UCC as in effect from time to time, in such state shall apply, and to pay the cost of filing such statements in all public offices requested by

Lender; and to do any and all acts as shall hereafter be reasonably requested by Lender to effectuate the intent hereof and to render all of the Property available for the security and satisfaction of the indebtedness secured hereby and to enable Lender to sell and/or convey the Property pursuant to the terms hereof;

(j) No Sale: Not to sell or transfer the Real Estate or any portion thereof, or, if the Mortgagor is a corporation, partnership, limited liability company or association not more than 0.00% of its corporate stock, partnership interests, membership or equity interests shall be sold, traded or disposed of to persons other than the present owners. If Mortgagor is a limited liability company, it shall not have the power to divide, enter into a plan of division or obtain a certificate of division and any division shall be null and void and of no effect upon the Real Estate, Property or Loan. Provided, however, that in the event the Lender shall in Lender's sole discretion, permit any sale or transfer of the Real Estate or any portion thereof, Lender may condition such permission on the payment of such fees and costs and the providing of such title insurance and documentation as Lender may desire;

(k) Condemnation Awards: If the Real Estate or any portion thereof shall be taken or damaged under the power of eminent domain, the award for any Real Estate so taken or damaged (including severance damages to the remaining Property) shall be paid to the Lender and applied in full or in part at the option of the Lender in reduction of the indebtedness hereby secured;

(l) Inspection: Lender shall have the right to inspect the Property at such reasonable times as the Lender may desire to determine the Mortgagor's compliance with the covenants contained in this Mortgage; and

(m) Warranty of Title: Mortgagor is lawfully seized of said Property in fee simple, free from encumbrances except as appear in Lender's Loan Policy of Title Insurance, Mortgagor will execute or procure any further necessary assurances of title and does hereby warrant generally the title to said Property and will forever defend the same against the claims and demands of all persons whomsoever, and Mortgagor's separate estate, whether vested, contingent or in expectancy, is hereby conveyed and Mortgagor does hereby expressly waive, release and relinquish all rights and benefits of any homestead, dower, curtesy, appraisement, exemption and stay laws of the state in which the Real Estate is located.

2. Events of Default. It shall be an "Event of Default" under this Mortgage if any of the following events shall occur:

(a) Payment: failure to pay when due any payment under this Mortgage, the Note, Guarantees, or any other Loan Documents;

(b) Performance: Mortgagor and/or Borrower and/or Guarantors or other obligor fails to perform or cause to be performed any other obligation or observe any other condition, covenant, term, agreement or provision required to be performed or

observed by Mortgagor and/or Borrower and/or other obligor under the Note, the Guarantees, this Mortgage or any of the other Loan Documents;

(c) Bankruptcy: Mortgagor, Borrower, or other obligor makes an assignment for the benefit of creditors or files a petition for relief under the United States Bankruptcy Code or any other similar statute as now or hereafter in effect, or is adjudicated, bankrupt or insolvent or an involuntary bankruptcy petition is filed against Mortgagor, Borrower, or other obligor that is not dismissed within 60 days of filing;

(d) Receiver: the appointment of any receiver, liquidator or trustee for Mortgagor;

(e) Dissolution: the dissolution, termination or merger of Mortgagor or any guarantor of the Note or the occurrence of the death or declaration of legal incompetency of any individual guarantor of the Note; or

(f) Representation/Warranty: the existence of any inaccuracy or untruth in any material respect in any representation or warranty contained in this Mortgage or any of the other Loan Documents or of any statement or certification as to facts delivered to Lender by Mortgagor, Borrower or other obligor.

3. Remedies. Upon the occurrence of an Event of Default:

(a) Acceleration: the entire indebtedness hereby secured shall, at the option of the Lender and without notice to the Mortgagor, be due and collectible at once; and/or

(b) Foreclosure: Lender may institute judicial foreclosure proceedings to sell the Property or, when available under applicable statutes or rules of practice proceed to sell the Property by non-judicial power of sale in accordance with applicable state law, and in such an event this provision shall be deemed as authorizing and constituting a power of sale as mentioned in said statutes or rules; and/or

(c) Legal and Equitable Remedies: Lender may pursue every legal and equitable remedy available at law and equity and including, without limiting the generality of the foregoing, the right, ex parte, to the appointment of a receiver of the Property without consideration of the value of the Property as security for amounts due or the solvency of any person liable for the payment of such amounts, the right to specifically enforce any of the covenants hereof; the remedies of a grantee under the UCC (regardless of whether the UCC has been enacted in the jurisdiction where rights or remedies are asserted), the right to take possession of the Collateral and enter the Real Estate on which the Collateral or any part thereof may be situated and remove the same therefrom, the right to resell the Collateral at any place Lender elects and deliver a bill of sale therefor, the right to require Mortgagor to make the Collateral available to Lender at a place designated by Lender and reasonably convenient to both parties, and without removal, the right to render the Collateral unusable and to dispose of the Collateral; provided that unless the Collateral is perishable or threatens to decline speedily in value Lender shall send Mortgagor at least thirty (30) days prior written notice of the time and

place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition is to be made, by United States mail, postage prepaid, to the address set forth above, and Lender may bid and purchase Collateral at public or private sale; and/or

(d) Corrective Action: Lender may, but shall have no duty to, take such action as is necessary, in the sole and absolute discretion of the Lender, to remedy any failure of performance by Mortgagor hereunder, and all sums paid by the Lender pursuant hereto with interest at the rate set forth in the Note from time to time or the highest lawful rate permitted by contract under applicable law, whichever is lesser, shall constitute a lien upon the Property, shall be secured by this Mortgage, and shall be immediately due and repayable to the Lender.

4. No Further Liens or Encumbrances. Mortgagor acknowledges that Mortgagor's current financial position is an important factor in Lender's decision to advance the funds represented by the Note. Mortgagor therefore has agreed, in order to provide assurance to Lender with regard to Mortgagor's financial position, that Mortgagor shall not allow any lien or encumbrance other than this Mortgage and the lien for taxes which are not yet due and payable to be placed on all or any part of the Real Estate described above.

5. Successors and Assigns. The covenants herein contained shall bind, and the benefits and the advantages thereof shall inure to the respective heirs, personal representatives, successors, and assigns of the parties hereto. In this Mortgage, unless the context otherwise requires, words in the singular include the plural, words in the plural include the singular, and words in the masculine gender shall include the feminine and the neuter. Whenever the term "**Mortgagor**" shall include more than one person or entity, their liability hereunder shall be joint and several.

6. Mortgagor Waivers. Notwithstanding the existence of any other liens in said Real Estate or security interests in said Collateral held by Lender or by any other party, Lender shall have the right to determine the order in which any or all of the said Property shall be subjected to the remedies provided herein. Lender shall have the right to determine the order in which the indebtedness secured hereby is satisfied from the proceeds realized upon the exercise of the remedies provided herein. Mortgagor, any party who consents to this Mortgage, and any party who now or hereafter acquires a lien or security interest in said Property and who has actual or constructive notice of this Mortgage hereby expressly waives and relinquishes any and all rights to demand or require the marshaling of liens or the marshaling of assets by Lender in connection with the exercise of any of the remedies provided herein or permitted by applicable law. Mortgagor expressly waives and relinquishes any and all rights and remedies Mortgagor may have or be able to assert by reason of laws relating to the rights and remedies of sureties or guarantors.

7. Rents and Profits. Mortgagor absolutely and irrevocably assigns and transfers to Lender all rents, issues, profits, royalties, bonuses, income and other benefits derived from or produced by said Property (all of the foregoing are herein collectively referred to as the "**Rents and Profits**"). Mortgagor hereby gives to and confers upon Lender the right, power and authority to collect said Rents and Profits. Mortgagor irrevocably appoints Lender its true and

lawful attorney-in-fact, at the option of Lender at any time and from time to time, either with or without taking possession of said Property, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Mortgagor or Lender, for all said Rents and Profits and apply the same to the indebtedness secured hereby. Mortgagor shall, nevertheless, have a license to collect and retain said Rents and Profits as the same become due and payable but only before the occurrence of an Event of Default under this Mortgage and as long as no such Event of Default exists. The assignment of said Rents and Profits is intended to be a present and absolute assignment from Mortgagor to Lender and not merely the creation of a security interest. Lender's license to collect said Rents and Profits is not contingent upon Lender's taking possession of said Property. Upon the occurrence of an Event of Default under this Mortgage, Mortgagor's right, power and authority to collect the Rents and Profits shall automatically terminate without notice, and Lender may, and as long as any such Event of Default exists, either in person, by agent or by a receiver appointed by a court, and without regard to the value of said, Property, or any part thereof, in its own name sue for or otherwise collect said Rents and Profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, and in such order as Lender may determine. The collection of said Rents and Profits, or the entering upon and taking possession of said Real Estate, or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default.

8. Partial Invalidity. The invalidity of any provision of this Mortgage shall not affect the remaining provisions of this Mortgage or any part thereof and this Mortgage shall be construed as if such invalid provision, if any, had not been inserted herein.

9. Environmental Matters. Mortgagor shall not permit or suffer any waste to or on the Property and will not permit or conduct either the generation, treatment, storage or disposal of hazardous waste, as defined in the Resource Conservation and Recovery Act, or the disposal on the Real Estate of petroleum or any hazardous substance, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, and will perform all remedial actions reasonably necessary as the result of the presence of any such hazardous wastes, petroleum or hazardous substances on, at or near the Real Estate. Mortgagor shall be personally liable for and agrees to indemnify, defend with counsel satisfactory to Lender and hold Lender harmless against any loss, damage, or liability suffered by the Lender, including but not limited to attorneys' fees, due to the presence of any such hazardous waste, petroleum or hazardous substance at, on or near the Real Estate, and Mortgagor shall be liable for compliance (and for costs associated therewith) with any directive or order by any governmental entity relating to the presence of any such hazardous waste, petroleum or hazardous substance on, at, or near the Real Estate. Mortgagor will deliver promptly to the Lender (i) copies of any documents received from the United States Environmental Protection Agency and/or any state, county or municipal environmental or health agency concerning the Mortgagor's operations upon the Real Estate and (ii) copies of any documents submitted by the Mortgagor to the United States Environmental Protection Agency and/or any state, county or municipal environmental or health agency concerning operations on the Real Estate. Mortgagor agrees that, notwithstanding any provision to the contrary in this Mortgage, this indemnification and hold harmless shall survive the release

or reconveyance of this Mortgage, whether pursuant to payment in full of the Note, or judicial or non-judicial foreclosure under this Mortgage, or otherwise.

10. No Unlawful Activity. Mortgagor, its successors and assigns and each of them, represent and warrant that; (a) the Property involved in this transaction does not represent and was not purchased with the proceeds of any unlawful activity under any state, federal or foreign law; and (b) the Property is not and will not be used for or involved with unlawful drug or controlled substance production, distribution or ancillary operations and no unlawful activity under any state, federal or foreign law is or will be conducted on the Property.

11. Mortgage as a Security Agreement. This Mortgage constitutes a security agreement within the meaning of the UCC with respect to any part of the Property which may now or hereafter be characterized by law as personal property, and in the event of the occurrence of any Event of Default under this Mortgage which continues beyond the applicable notice and cure period, if any, the Lender shall have all the rights and remedies of a secured party under the UCC, as well as all other rights and remedies available hereunder or under this Mortgage at law or in equity. Mortgagor authorizes Lender to file one or more financing statements and continuation statements describing the Collateral and hereby ratifies any such financing statement or continuation statement previously filed by Lender. Mortgagor will, from time to time, within ten (10) days after request by the Lender, execute, acknowledge and deliver any financing statement, continuation statement or other document that the Lender might request in order to perfect, protect, preserve, continue, extend or maintain the security interest created by and the priority of this Mortgage and will, on demand, pay any expenses incurred by the Lender in the preparation, execution and filing of any such documents. Mortgagor represents and warrants that: (a) all Collateral is located in the state in which the Real Estate is located; (b) Mortgagor's chief executive office or principal residence is Mortgagor's address set forth in the first paragraph of this Mortgage; (c) Mortgagor's state of organization, if applicable, is as set forth in the first paragraph of this Mortgage; and (d) Mortgagor's exact legal name is as set forth in the first paragraph of this Mortgage.

12. Governing Law. This Mortgage shall be governed by and construed and interpreted in accordance with the internal laws of the state in which the Real Estate is located except and only to the extent the UCC provides otherwise. The parties agree that the state in which the Real Estate is located has a substantial relationship to the parties and to the underlying transactions embodied by the Loan Documents. Mortgagor hereby consents and submits to the nonexclusive personal jurisdiction and venue of any state or Federal court located within state in which the Real Estate is located.

13. Notice. Each notice, consent, request, report or other communication under this Mortgage or any of the other Loan Documents (each a "Notice") which any party hereto may desire or be required to give to the other shall be deemed to be an adequate and sufficient notice if given in writing and service is made by either (i) registered or certified mail, postage prepaid, in which case notice shall be deemed to have been received three (3) business days following deposit to U.S. mail; or (ii) nationally recognized overnight air courier, next day delivery, prepaid, in which case such notice shall be deemed to have been received one (1) business day following delivery to such nationally recognized overnight air courier. All notices shall be

addressed to Mortgagor at its address given on the first page hereof, or to Lender at c/o AXA Equitable AgriFinance, LLC, 6300 C Street SW, MS 3B-CR, Cedar Rapids, Iowa 52499, Attn: Investment Officer, Loan 60719206, or to such other place as any party may by written notice to the other parties hereafter designate as a place for service of notice. Mortgagor shall not be permitted to designate more than one place for service of Notice concurrently.

14. Multiple Counties. To the extent the Real Estate covers property located in more than one county in the state in which the Real Estate is located, then upon the occurrence of an event of default, Mortgagor agrees that a foreclosure sale of the Property may be held in any one or more of the counties where any part of the Real Estate lies and that any other action or proceeding, judicial or nonjudicial, including, without limitation, a non-judicial foreclosure action in connection with the Loan Documents, or any one of them, may be prosecuted, brought and maintained in any one or more of the counties in which the Real Estate is located. The Note may be collected as part of any foreclosure proceedings or in separate litigation, as determined by the Lender in its sole and absolute discretion. To the extent permitted by law, Lender shall have the full power to select the county or counties in which sale of the Property is to be made, and Lender's selection shall be binding upon Mortgagor and shall permit the sale of the whole or any part of the Real Estate and Collateral (if applicable) to be made in any one of the counties in which part of the Real Estate is located. The Property may be sold in parcels or as a whole, without taking possession of the same, and in any order, and to the extent permitted by applicable law, at public auction to the highest bidder for cash or cash equivalent in lawful money of the United States payable at the time of sale. Mortgagor waives and relinquishes any and all rights it may have, whether at law or equity, to require Lender to proceed to enforce or exercise any rights, powers or remedies Lender may have under this Mortgage or any of the duplicates of this Mortgage in any particular manner or order or in any particular county. Lender shall have the right to determine the order in which any or all of the Property shall be subjected to the remedies provided in this Mortgage or any duplicate of this Mortgage or applicable law. Mortgagor and any party who now has or may in the future have a security or other interest in any of the Property waives any and all right to require the marshaling of assets or to require that any of the Real Estate be sold in parcels, or as an entirety, or in any combination, in connection with the exercise of any of the remedies permitted by applicable law. If the lien of this Mortgage, or any of the duplicates of this Mortgage is invalid or unenforceable as to any parcel of the Real Estate, the unsecured or partially secured portion of the indebtedness secured by this Mortgage, or any duplicate of this Mortgage shall be completely paid prior to the payment of the remaining secured or partially secured portions of such indebtedness.

15. Merger. No merger shall occur as a result of Lender's acquiring any other estate in or any other lien on the Property unless Lender consents to a merger in writing.

16. Additional Waivers.

(a) Waiver of Notice: Except as prohibited by applicable law, Ann M. Obendorf, G.O. Investments Idaho, LLC, an Idaho limited liability company, Obendorf Hop, Inc., an Idaho corporation and George Ray Obendorf (collectively "**Lienor**") waives any right to require Lender to: (a) make any presentment, protest, demand, or notice of any kind, including notice of change of any terms of repayment of the

indebtedness, default by the Borrowers of the Promissory Note secured hereby or any Guarantor or sureties, any action or nonaction taken by Borrower, Lender, or any other Guarantor, or the creation of new or additional indebtedness; (b) proceed against any person, including Borrower, or any Guarantor before proceeding against Lienor; (c) proceed against any collateral for the indebtedness, including Borrower's collateral, before proceeding against Lienor and/or Lienor's collateral; (d) apply any payments or proceeds received against the indebtedness in any order; (e) give notice of the terms, time, and place of any sale of any collateral pursuant to the Uniform Commercial Code or any other law governing such sale; (f) disclose any information about the indebtedness, the Borrower, any collateral, or any Guarantor, or about any action or nonaction of Lender; or (g) pursue any remedy or course of action in Lender's power whatsoever.

(b) Waiver of Rights and Defenses: Lienor also waives any and all rights or defenses arising by reason of (i) any disability or other defense of Borrower, any Guarantor or any other person; (ii) the cessation from any cause whatsoever, other than payment in full, of the indebtedness; (iii) the application of proceeds of the indebtedness by Borrower for purposes other than the purposes understood and intended by Lienor and Lender; (iv) any act of omission or commission by Lender which directly or indirectly results in or contributes to the discharge of Borrower or any Guarantor, or the indebtedness, or the loss or release of any collateral by operation of law or otherwise; (v) any statute of limitations in any action under this Mortgage or on the indebtedness; or (vi) any modification or change in terms of the indebtedness, whatsoever, including without limitation, the renewal, extension, acceleration, or other change in the time payment of the indebtedness is due and any change in the interest rate.

(c) Waiver of Defenses Arising Out of Election of Remedies: Lienor waives all rights and defenses arising out of an election of remedies by Lender, even though that election of remedies, such as nonjudicial foreclosure with respect to security for a guaranteed obligation, has destroyed Lienor's rights of subrogation and reimbursement against Borrower.

(d) Waiver of Defenses Arising Because Borrower's Obligation is Secured by Real Property: Lienor waives all rights and defenses that Lienor may have because Borrower's obligation is secured by real property. This means among other things: (1) Lender may enforce all of its rights or remedies against Lienor pursuant to this Mortgage without enforcing any of its rights or remedies against any obligor that is not a Mortgagor and (2) if Lender forecloses on any real property collateral pledged by Mortgagor, Lender may enforce its rights and remedies against Lienor even if Lender, by foreclosing on the real property collateral, has destroyed any right Lienor may have to collect from Borrower or Guarantor. This is an unconditional waiver of any rights and defenses Lienor may have because Borrower's and Guarantor's obligation is secured by real property.

(e) Acknowledgements by Lienor: Lienor understands and agrees that the foregoing waivers are waivers of substantive rights and defenses to which Lienor might otherwise be entitled under state and federal law. The rights and defenses waived

include, without limitation, those provided by the applicable laws of suretyship and guaranty, anti-deficiency laws, and the Uniform Commercial Code. Lienor acknowledges that Lienor has provided these waivers of rights and defenses with the intention that they be fully relied upon by Lender. Until all indebtedness is paid in full, Lienor waives any right to enforce any remedy Lender may have against Borrower, Guarantor or any other guarantor, surety, or other person, and further, Lienor waives any right to participate in any collateral for the indebtedness now or hereafter held by Lender.

(f) Solvency: Lienor certifies that as of the date hereof and after giving effect to the advance contemplated by the Note and this Mortgage, Lienor will be solvent.

(g) Favorable Terms: Lienor represents that it has determined that the terms available to the Borrower under the Note and this Mortgage, are in Lienor's best interests. Lienor acknowledges that it will derive substantial direct and indirect benefit from the transactions contemplated by the Note and this Mortgage and Lienor has determined that its execution, delivery and performance of this Mortgage directly benefits, and is within the corporate purposes and in the best interests of the Lienor.

(h) Adequate Capital: Lienor certifies that as of the date hereof Lienor is not engaged in business or a transaction, or about to engage in business or a transaction for which any property remaining with Lienor will result in an unreasonably small amount of capital.

(i) No Adverse Conditions: Lienor certifies that as of the date hereof, no condition, circumstance, event, agreement, document, instrument, restriction, litigation or proceeding (or threatened litigation or proceeding or basis therefore) exists which could adversely affect the ability of Borrower to perform its obligations under this Mortgage.

(j) Waiver of Jury Trial: To the extent now or hereinafter permitted by applicable law and not specifically prohibited, Mortgagor and, by acceptance hereof, Lender hereby expressly waive any right to trial by jury of any action, proceeding, demand or cause of action arising under or with respect to this instrument or any of the other Loan Documents executed in connection herewith or arising from any lending relationship existing in connection with this instrument or any other Loan Documents, and the Mortgagor and Lender agree that any such action or proceeding shall be tried before a judge and not before a jury.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE ON FOLLOWING PAGES**

IN WITNESS WHEREOF, each of the undersigned has signed, sealed and delivered this Mortgage as of the day and year first above written.

Brock & Phillip Obendorf Farms, LLC,  
an Idaho limited liability company

By: [Signature]  
Name: Brock Obendorf  
Title: Manager

By: [Signature]  
Name: Phillip Obendorf  
Title: Manager

STATE OF IDAHO )  
COUNTY OF Canyon ) SS.

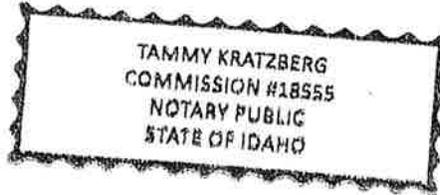
On this 5<sup>th</sup> day of September, 2019, before me, the undersigned notary public in and for said county and state, personally appeared BROCK OBENDORF, to me personally known, who, being by me duly sworn, did say that he is the Manager of the limited liability company that executed the within instrument; that he signed said instrument on behalf of said limited liability company by authority of its members; and that he acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company.

(SEAL)

[Signature]  
Notary Public

My Commission Expires:

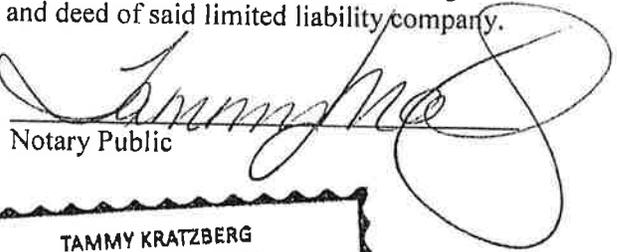
RESIDING IN CALDWELL, IDAHO  
MY COMMISSION EXPIRES 02/03/2022



STATE OF IDAHO )  
COUNTY OF Canyon ) SS.

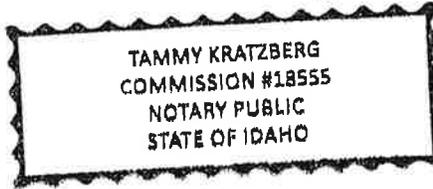
On this 5<sup>th</sup> day of September, 2019, before me, the undersigned notary public in and for said county and state, personally appeared PHILLIP OBENDORF, to me personally known, who, being by me duly sworn, did say that he is the Manager of the limited liability company that executed the within instrument; that he signed said instrument on behalf of said limited liability company by authority of its members; and that he acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company.

(SEAL)

  
Notary Public

My Commission Expires:

RESIDING IN CALDWELL, IDAHO  
MY COMMISSION EXPIRES 02/03/2022



Obendorf Legacy Properties, LLC,  
an Idaho limited liability company

By: *Greg R. Obendorf*  
Name: Greg R. Obendorf  
Title: Manager

STATE OF IDAHO )  
COUNTY OF Canyon ) SS.

On this 5<sup>th</sup> day of September, 2019, before me, the undersigned notary public in and for said county and state, personally appeared GREG R. OBENDORF, to me personally known, who, being by me duly sworn, did say that he is the Manager of the limited liability company that executed the within instrument; that he signed said instrument on behalf of said limited liability company by authority of its members; and that he acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company.

(SEAL)

*Tammy Kratzberg*  
Notary Public

My Commission Expires:

RESIDING IN CALDWELL, IDAHO  
MY COMMISSION EXPIRES 02/03/2022

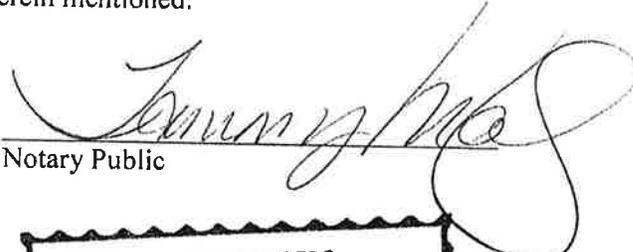


  
Gregory R. Obendorf a/k/a Greg Obendorf

STATE OF IDAHO )  
COUNTY OF Canyon ) SS.

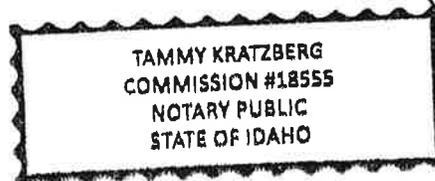
I, Tammy Kratzberg, a notary public in and for said county and state, do hereby certify that on this 5th day of September, 2019, personally appeared before me the within named Gregory R. Obendorf a/k/a Greg Obendorf, to me known to be the individual described in and who executed and whose name is subscribed to the within and foregoing instrument, and duly acknowledged to me that he signed and executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

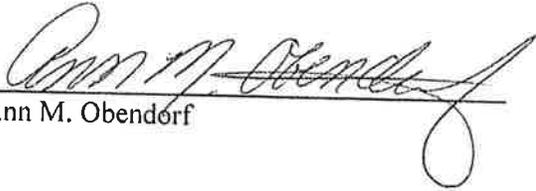
(SEAL)

  
Notary Public

My Commission Expires:

RESIDING IN CALDWELL, IDAHO  
MY COMMISSION EXPIRES 02/03/2022



  
Ann M. Obendorf

STATE OF IDAHO )  
COUNTY OF Canyon ) SS.

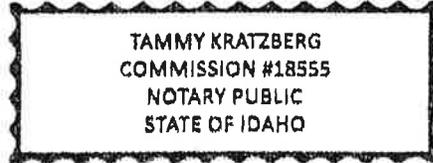
I, Tammy Kratzberg, a notary public in and for said county and state, do hereby certify that on this 5th day of September, 2019, personally appeared before me the within named Ann M. Obendorf, to me known to be the individual described in and who executed and whose name is subscribed to the within and foregoing instrument, and duly acknowledged to me that she signed and executed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

(SEAL)

  
Notary Public

My Commission Expires:

RESIDING IN CALDWELL, IDAHO  
MY COMMISSION EXPIRES 02/03/2022



G.O. Investments Idaho, LLC,  
an Idaho limited liability company

By: [Signature]

Name: Jerry Jackson, as Trustee of The  
George Ray Obendorf Irrevocable  
Trust to Benefit Gregory Ray  
Obendorf dated December 13, 2007  
Title: General Manager

STATE OF IDAHO )  
COUNTY OF Canyon ) SS.

On this 5<sup>th</sup> day of September, 2019, before me, the undersigned notary public in and for said county and state, personally appeared JERRY JACKSON, AS TRUSTEE OF THE GEORGE RAY OBENDORF IRREVOCABLE TRUST TO BENEFIT GREGORY RAY OBENDORF DATED DECEMBER 13, 2007, to me personally known, who, being by me duly sworn, did say that he is the Trustee of the Manager of the limited liability company that executed the within instrument; that he signed said instrument on behalf of said limited liability company by authority of its members; and that he acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company.

(SEAL)

[Signature]  
Notary Public

My Commission Expires:

RESIDING IN CALDWELL, IDAHO  
MY COMMISSION EXPIRES 02/03/2022

TAMMY KRATZBERG  
COMMISSION #18555  
NOTARY PUBLIC  
STATE OF IDAHO

Obendorf Hop, Inc., an Idaho corporation

By: [Signature]  
Name: Greg R. Obendorf  
Title: President

By: [Signature]  
Name: Ann M. Obendorf  
Title: Secretary

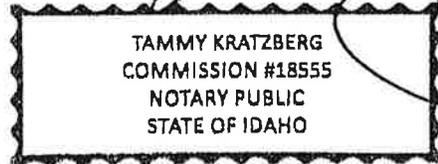
STATE OF IDAHO )  
COUNTY OF Canyon ) SS.

On this 5<sup>th</sup> day of September, 2019, before me, the undersigned notary public in and for said county and state, personally appeared GREG R. OBENDORF, to me personally known, who, being by me duly sworn, did say that he is the President of the corporation that executed the within instrument; that he signed said instrument on behalf of said corporation by authority of its board of directors; and that he acknowledged the execution of said instrument to be the voluntary act and deed of said corporation.

(SEAL)

[Signature]  
Notary Public

My Commission Expires: **RESIDING IN CALDWELL, IDAHO  
MY COMMISSION EXPIRES 02/03/2022**



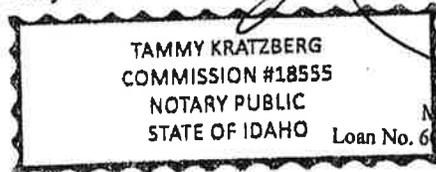
STATE OF IDAHO )  
COUNTY OF Canyon ) SS.

On this 5<sup>th</sup> day of September, 2019, before me, the undersigned notary public in and for said county and state, personally appeared ANN M. OBENDORF, to me personally known, who, being by me duly sworn, did say that she is the Secretary of the corporation that executed the within instrument; that she signed said instrument on behalf of said corporation by authority of its board of directors; and that she acknowledged the execution of said instrument to be the voluntary act and deed of said corporation.

(SEAL)

[Signature]  
Notary Public

My Commission Expires: **RESIDING IN CALDWELL, IDAHO  
MY COMMISSION EXPIRES 02/03/2022**

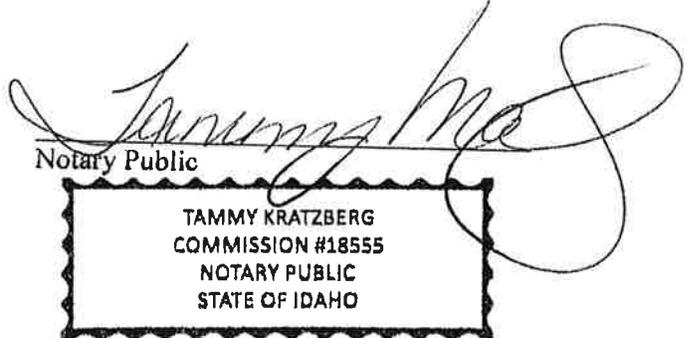


  
George Ray Obendorf

STATE OF IDAHO )  
COUNTY OF Canyon ) SS.

I, Tammy Kratzberg, a notary public in and for said county and state, do hereby certify that on this ~~Tammy Kratzberg~~ 24th day of September, 2019, personally appeared before me the within named George Ray Obendorf, to me known to be the individual described in and who executed and whose name is subscribed to the within and foregoing instrument, and duly acknowledged to me that he signed and executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

(SEAL)

  
Notary Public  
TAMMY KRATZBERG  
COMMISSION #18555  
NOTARY PUBLIC  
STATE OF IDAHO

My Commission Expires:

RESIDING IN CALDWELL, IDAHO  
MY COMMISSION EXPIRES 02/03/2022

Tax statements for the real property described in this instrument should be sent to:

Gregory R. Obendorf  
24035 Batt Corner Road  
Parma, Idaho 83660

This document drafted by:

Andrew W. Martin, Esq./cj  
AXA Equitable AgriFinance, LLC  
6300 C Street SW, MS 3B-CR  
Cedar Rapids, Iowa 52499

**EXHIBIT A**

**LEGAL DESCRIPTION OF REAL ESTATE**

PARCEL 1:

The South Half of the Southeast Quarter of Section 2, Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho.

PARCEL 2:

Government Lot 3, Section 3, Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho.

PARCEL 3:

Lot 2 and the Southwest Quarter of the Northeast Quarter of Section 3, Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho, EXCEPT that portion thereof described as follows:

A portion of the Southwest Quarter of the Northeast Quarter of Section 3, Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at the Northwest corner of said Southwest Quarter of the Northeast Quarter; thence South 1° 11' 49" West along the West boundary of said Southwest Quarter of the Northeast Quarter a distance of 178.06 feet to the TRUE POINT OF BEGINNING; thence South 89° 46' 58" East a distance of 261.65 feet; thence South 0° 59' 16" West a distance of 161.91 feet; thence South 89° 25' 55" West a distance of 262.33 feet to a point on said West boundary; thence North 1° 11' 49" East along said West boundary a distance of 165.51 feet to the TRUE POINT OF BEGINNING.

PARCEL 4:

Government Lot 4, Section 3, Township 4 North, Range 5 West of the Boise Meridian, Canyon County, Idaho.

PARCEL 5:

This parcel is a portion of Government Lot 1 and of the Southeast Quarter of the Northeast Quarter of Section 5, Township 4 North, Range 5 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the Northeast corner of said Government Lot 1; thence South 00° 40' 25" West along the East boundary of said Government Lot 1 a distance of 1325.07 feet to the Southeast corner of said Government Lot 1; thence South 00° 40' 38" West along the East boundary of said Southeast Quarter of the Northeast Quarter a distance of 71.98 feet; thence South 89° 39' 39" West a distance of 344.51 feet to a point on the Northeasterly right-of-way of the Golden Gate Canal as described in Real Estate Mortgage Deed Instrument No. 961420; thence traversing said right-of-way as follows:

North 42° 57' 20" West a distance of 542.14 feet;  
North 63° 13' 43" West a distance of 373.91 feet; thence leaving said right-of-way and bearing North 01° 44' 10" East a distance of 352.05 feet; thence North 89° 06' 50" East a distance of 202.88 feet; thence

70144551.2

Exhibit A Page 1 of 17

Mortgage  
Loan No. 60719206

SCANNED

OCT 07 2019

North 00° 02' 30" West a distance of 480.25 feet to a point on the North boundary  
of said Government Lot 1; thence  
South 89° 53' 59" East along said North boundary a distance of 851.03 feet to the  
POINT OF BEGINNING.

PARCEL 6:

The Southeast Quarter of the Northwest Quarter of Section 10, Township 4 North, Range 5 West of the Boise  
Meridian, Canyon County, Idaho

PARCEL 7:

The East Half of the Northeast Quarter of Section 11, Township 4 North, Range 5 West, Boise Meridian,  
Canyon County, Idaho.

EXCEPTING THEREFROM:

A part of the Southeast Quarter of the Northeast Quarter, Section 11, Township 4 North, Range 5 West, Boise  
Meridian, Canyon County, Idaho.

Commencing at the Southeast corner of the Southeast Quarter of the Northeast Quarter (East Quarter corner)  
said corner monumented with a one-inch diameter iron rod; thence  
North 0° 24' 36" East a distance of 334.48 feet along the Easterly boundary of said Southeast Quarter of the  
Northeast Quarter to the POINT OF BEGINNING, said point monumented with a 1/2-inch diameter iron pin;  
thence continuing  
North 0° 24' 36" East a distance of 267.39 feet along the Easterly boundary of said Southeast Quarter of the  
Northeast Quarter to a 1/2-inch diameter iron pin; thence  
South 88° 17' 47" West a distance of 120.81 feet to a 1/2-inch diameter iron pin; thence  
South 85° 51' 45" West a distance of 79.62 feet to a 1/2-inch diameter iron pin; thence  
South 0° 21' 21" West a distance of 237.29 feet to a 1/2-inch iron pin; thence  
South 84° 03' 51" East a distance of 200.80 feet to THE POINT OF BEGINNING

PARCEL 8:

This parcel consists of the East Half of the Northwest Quarter and the West Half of the Northeast Quarter of  
Section 12, Township 4 North., Range 5 West of the Boise Meridian, Canyon County, Idaho and is more  
particularly described as follows:

COMMENCING at the Northwest corner of said Northwest Quarter, a found brass cap monument; thence  
South 89° 33' 11" East along the North boundary of said Northwest Quarter a  
distance of 1341.06 feet to the Northwest corner of said East Half of the Northwest Quarter, a 5/8 x 30 inch  
rebar set with an aluminum cap stamped L.S. 3627, said point being the TRUE POINT OF BEGINNING;  
thence continuing  
South 89° 33' 11" East along said North boundary a distance of 1341.06 feet to the  
Northwest corner of said Northeast Quarter a found 5/8 inch diameter rebar, thence  
South 89° 33' 18" East along the North boundary of said Northeast Quarter a  
distance of 1341.09 feet to the Northeast corner of said West Half of the Northeast Quarter, a found 1/2 inch  
diameter rebar, thence  
South 00° 03' 18" West along the East boundary of said West Half of the Northeast  
Quarter a distance of 2658.85 feet to the Southeast corner of said West Half of the Northeast Quarter, a found  
1/2 inch diameter rebar, thence

North 89° 38' 18" West along the South boundary of said Northeast Quarter a distance of 1340.24 feet to the Southeast corner of said Northwest Quarter, a found 5/8 inch diameter rebar, thence

North 89° 38' 09" West along the South boundary of said Northwest Quarter a distance of 1340.32 feet to the Southwest corner of said East Half of the Northwest Quarter, a 5/8 x 30 inch rebar set with an aluminum cap stamped L.S. 3627; thence

North 00° 01' 17" East along the West boundary of said East Half of the Northwest Quarter a distance of 2662.75 feet to the TRUE POINT OF BEGINNING.

PARCEL 9:

Northeast Quarter of the Northeast of Section 14, Township 4 North, Range 5 West, Boise Meridian, in Canyon County, Idaho.

EXCEPT THEREFROM:

Beginning at the Northeast corner of said Northeast Quarter of the Northeast Quarter; thence South 0°08'20" West along the Easterly boundary of said Northeast Quarter of the Northeast Quarter a distance of 230.34 feet; thence

North 88°32'37" West a distance of 374.31 feet; thence

North 01°28'04" West a distance of 219.46 feet to the Northerly boundary of said Northeast Quarter of the Northeast Quarter; thence

North 89°47'00" East along said Northerly boundary a distance of 380.37 feet to the Point of Beginning.

PARCEL 10:

The Northwest Quarter of Section 14, Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho.

EXCEPTING THEREFROM

COMMENCING at the Southwest corner of the Southwest Quarter of the Northwest Quarter of Section 14, Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho; thence

East on the South boundary line of said Southwest Quarter of the Northwest Quarter a distance of 470 feet to a point; thence

North on a line parallel to the East boundary line of said Southwest Quarter of the Northwest Quarter a distance of 383 feet to a point; thence

West on a line parallel to the North boundary line of said Southwest Quarter of the Northwest Quarter a distance of 470 feet to a point in the West boundary line of said Southwest Quarter of the Northwest Quarter; thence

South on the West boundary line of said Southwest Quarter of the Northwest Quarter a distance of 383 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM

A strip of land being on the Easterly side of the centerline of U.S. Highway 95, Project No. F-3311(1) Highway Survey as shown on the plans thereof now on file in the office of the Department of Highways of the State of Idaho, and lying over and across the West Half of the Northwest Quarter of Section 14, Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho, described as follows, to-wit:

COMMENCING at the Northwest corner of Section 14, Township 4 North, Range 5 West, Boise Meridian, Canyon county, Idaho; thence

Southerly along the West line of said Section 14 a distance of 2,664.8 feet, more or less, to the Southwest corner of the Southwest Quarter of the Northwest Quarter of said Section 14; thence Easterly along the South line of said Southwest Quarter of the Northwest Quarter a distance of 50 feet, more or less, to a point in a line parallel with and 50 feet Easterly from the centerline of said U.S. Highway 95, Project No. F-3311(1) Highway Survey; thence North 0° 02' 16" West along said parallel line 2,664.8 feet, more or less, to a point in the North line of said Section 14; thence Westerly along said North line 50 feet, more or less, to the PLACE OF BEGINNING.

Highway Station Reference: 53+22.80 to 79+87.55.

PARCEL 11:

This parcel is situated in the South Half of Section 23, Township 5 North, Range 5 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the Northeast corner of the Northwest Quarter of the Southeast Quarter of said Section 23; thence

South 0° 08' West a distance of 2233.58 feet along the East boundary of said Northwest Quarter of the Southeast Quarter and Southwest Quarter of the Southeast Quarter of said Section 23; thence, traversing the Easterly boundary of a certain irrigation ditch,

North 24° 47' 40" West a distance of 92.50 feet; thence

North 44° 45' 20" West a distance of 132.20 feet; thence

North 64° 38' 40" West a distance of 186.50 feet; thence

North 56° 40' 10" West a distance of 108.15 feet; thence

North 42° 19' 30" West a distance of 102.08 feet; thence

North 28° 10' 30" West a distance of 112.10 feet; thence

North 13° 53' 20" West a distance of 172.90 feet; thence

North 8° 56' 40" East a distance of 425.10 feet; thence

North 20° 15' 10" West a distance of 51.50 feet; thence

North 37° 24' 10" West a distance of 162.62 feet; thence

North 34° 47' 50" West a distance of 424.90 feet; thence

North 63° 49' West a distance of 174.35 feet; thence

South 84° 31' West a distance of 67.72 feet; thence

North 69° 52' 10" West a distance of 126.25 feet; thence

North 53° 12' 10" West a distance of 127.40 feet; thence

North 33° 31' 20" West a distance of 159.00 feet; thence

North 6 17' 40" West a distance of 309.30 feet to the point of intersection with the

North boundary of the South Half of said Section 23; thence

North 89° 53' 40" East a distance of 97.39 feet along the North boundary of the

South Half of said Section 23 to the Center of said Section; thence

South 89° 53' 40" East along the North boundary of the South Half of said Section 23 a distance of 1320.88 feet to the REAL POINT OF BEGINNING.

TOGETHER WITH a 30-foot wide non-exclusive easement for utilities and ingress and egress, created by Grant of Easement recorded November 10, 1977 as Instrument NO. 814565, the centerline of which is described as follows:

BEGINNING at the Southwest corner of the Southeast Quarter of the Northwest Quarter of Section 23, Township 5 North, Range 5 West of the Boise Meridian, Canyon County, Idaho; thence

North 0° 06' 20" East, a distance of 15 feet to the Beginning of the centerline of the easement; thence

South 89° 53' 40" East, parallel with the South boundary of said Southeast Quarter of the Northwest Quarter, a distance of 1224.45 feet; thence  
North 73° 06' 30" East, a distance of 165.00 feet; thence  
South 89° 52' 40" East, a distance of 173.33 feet; thence  
South 22° 14' 30" East, a distance of 45.45 feet to the South boundary of said Southeast Quarter of the Northwest Quarter, which is the end of said easement.

PARCEL 12:

A portion of Section 23 and the South Half of Section 24, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Northwest corner of the Northeast Quarter of the Northwest Quarter of said Section 23, said point being the TRUE POINT OF BEGINNING; thence  
Southerly 2,640 feet, more or less, along the Westerly boundary of the East Half of the Northwest Quarter of said Section 23 to the point of intersection with East-West midsection line of said Section 23; thence  
Easterly 2,640 feet, more or less, along the East-West midsection line of said Section 23 to a point of intersection with the Westerly boundary of the East Half of the Southeast Quarter of said Section 23; thence  
Southerly 2,640 feet, more or less, along said Westerly boundary of the East Half of the Southeast Quarter to the point of intersection with the Southerly boundary line of said Section 23; thence  
Easterly 5,140 feet, more or less, along the Southerly boundary of Sections 23 and 24 to the point of intersection with the Southwesterly boundary of the Oregon Short Line Railroad right-of-way; thence  
Northwesterly 9,050 feet, more or less, along said Southwesterly boundary of the Oregon Short Line Railroad right-of-way, to the point of intersection with the Northerly boundary of Section 23; thence  
South 89° 49' West 255 feet along said Northerly boundary of Section 23 to the TRUE POINT OF BEGINNING.

PARCEL 13:

The North Half of the Southwest Quarter in Section 29, Township 5 North, Range 5 West of the Boise Meridian, Canyon County, Idaho;

ALSO

All that part of the South Half of the Northwest Quarter lying South of the Riverside Canal right of way in Section Section 29, Township 5 North, Range 5 West of the Boise Meridian, Canyon County, Idaho.

EXCEPT that portion of the Northeast Quarter of the Southwest Quarter of said Section 29, lying East of the centerline of Stephen Lane as now located.

AND EXCEPT:

A portion of the Southeast Quarter of the Northwest Quarter and of the Northeast Quarter of the Southwest Quarter of Section 29, Township 5 North, Range 5 West of the Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:

BEGINNING at the Northeast corner of said Northeast Quarter of the Southwest Quarter, said point also being the centerline of Stevens Lane; thence traversing said centerline as follows:

South 0° 18' 28" East along the East boundary of said Northeast Quarter of the Southwest Quarter a distance of 11.45 feet; along a curve to the right having a central angle of 14° 47' 46", a radius of 263.46 feet, an arc length of 68.04 feet, and a long chord which bears South 24° 29' 04" West a distance of 67.85 feet;

South 31° 52' 59" West a distance of 116.82 feet; along a curve to the left having a central angle of 32° 54' 26", a radius of 259.37 feet, an arc length of 148.97 feet, and a long chord which bears South 15° 25' 48" West a distance of 146.93 feet;

South 1° 01' 21" East a distance of 1.92 feet; thence leaving said centerline and bearing

North 89° 01' 21" West a distance of 282.52 feet; thence

North 1° 58' 13" East a distance of 217.00 feet; thence

South 86° 48' 14" East a distance of 45.02 feet; thence

North 86° 08' 09" East a distance of 140.31 feet; thence

North 3° 03' 33" West a distance of 63.35 feet; thence

North 85° 20' 38" West a distance of 23.83 feet; thence

North 5° 58' 59" East a distance of 73.00 feet; thence

South 78° 02' 30" East a distance of 243.70 feet to the POINT OF BEGINNING.

#### AND EXCEPT

A portion of the Northeast Quarter of the Southwest Quarter of Section 29, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Southeast corner of said Northeast Quarter of Southwest Quarter; thence

North 0° 18' 28" West a distance of 116.18 feet to the TRUE POINT OF

BEGINNING; thence

North 56° 44' 16" West a distance of 210.36 feet; thence

North 44° 28' 26" West a distance of 50.21 feet thence

North 26° 19' 44" West a distance of 225.68 feet; thence

North 0° 29' 45" East a distance of 268.27 feet; thence

North 27° 26' 01" West a distance of 240.71 feet; thence

North 1° 58' 13" East a distance of 57.99 feet; thence

South 89° 01' 21" East a distance of 282.52 feet to a point on the centerline of

Stevens Lane as it now exists; thence traversing said centerline as follows:

South 1° 01' 21" East a distance of 439.09 feet; along a curve to the left having a central angle of 27° 58' 24", a radius of 561.10 feet, an arc length of 273.95 feet, and a long chord which bears South 15° 00' 33" East a distance of 271.23 feet;

South 28° 59' 50" East a distance of 34.25 feet; along a curve to the right having a central angle of 22° 40' 57", a radius of 339.02 feet, an arc length of 134.21 feet, and a long chord which bears South 17° 39' 17" East a distance of 133.34 feet;

South 0° 18' 28" East along the East boundary of said Northeast Quarter of the Southwest Quarter a distance of 30.50 feet to the TRUE POINT OF BEGINNING.

#### PARCEL 14:

BEGINNING at the Northwest corner of the South Half of the Northwest Quarter of Section 29, Township 5 North, Range 5 West Boise Meridian, Canyon County, Idaho; thence

South along the section line to a point 1,944.7 feet South of the Northwest corner of said Section 29; thence

East 602.8 feet along the North boundary line of the Roswell Cemetery to the Northeast corner of the Roswell Cemetery; thence

South along the East line of the Roswell Cemetery 297.5 feet, more or less, to the North right of way line of the Riverside Canal; thence

Easterly along said North line to a point in the South boundary line of said South Half of the Northwest Quarter; thence  
East along said South line to the Southeast corner of the South Half to the Northwest Quarter of said Section 29; thence  
North along the East line of the South Half of the Northwest Quarter to the Northeast corner of the South Half of the Northwest Quarter of said Section 29; thence  
West along the North boundary line of the South Half of the Northwest Quarter of said Section 29 to the POINT OF BEGINNING;

EXCEPTING THEREFROM:

This parcel is situated in the Southeast Quarter of the Northwest Quarter of Section 29, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:

BEGINNING at the Northeast corner of said Southeast Quarter of the Northwest Quarter; thence  
South along the East boundary of said Southeast Quarter of the Northwest Quarter a distance of 300.56 feet; thence leaving said East boundary and running  
North 89° 23' 58" West a distance of 314.68 feet to a point on the North bank of an existing drain ditch known as Riverside Irrigation District Drain Ditch; thence traversing said North bank as follows:  
North 51° 03' 51" West a distance of 277.54 feet; thence  
North 57° 32' 48" West a distance of 236.17 feet to a point on the North boundary of said Southeast Quarter of the Northwest Quarter; thence  
North 89° 41' 41" East along said North boundary a distance of 729.85 feet to the POINT OF BEGINNING.

PARCEL 15:

The Southwest Quarter of the Northwest Quarter of Section 32, Township 5 North, Range 5 West of the Boise Meridian, Canyon County, Idaho

PARCEL 16:

The Northwest Quarter of the Southeast Quarter and the South Half of the Southeast Quarter of Section 33, Township 5 North, Range 5 West, Boise, Meridian, Canyon County, Idaho

EXCEPT that portion thereof conveyed to Canyon County for road purposes by deed filed in Book 115 of Deeds at Page 338, described as follows:

Beginning at a point 25 feet North and 25 feet East of the Quarter corner of the South side of Section 33, Township 5 North, Range 5 West of the Boise Meridian; thence  
North 275 feet; thence Southeasterly following a curve with a radius of 275 feet a distance of 431.98 feet to a point 275 feet East of the Place of Beginning; thence West 275 feet to the Point of Beginning.

PARCEL 17:

That part of the Northeast Quarter of the Southeast Quarter of Section 33, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho, described as follows:

COMMENCING at the Northwest corner of the said Northeast Quarter of the Southeast Quarter being the REAL POINT OF BEGINNING; thence

510 feet East along the North boundary line of the said Northeast Quarter of the Southeast Quarter; thence  
270 feet South on a line parallel to the West boundary line of the said Northeast Quarter of the Southeast Quarter; thence  
320 feet, more or less, in a Southerly direction to a point which is 590 feet South of and 480 feet East of the Northwest corner of the said Northeast Quarter of the Southeast Quarter; thence  
847 feet, more or less, in a Southwesterly direction to a point which is 1,320 feet South of and 30 feet East of the Northwest corner of the said Northeast Quarter of the Southeast Quarter; thence  
30 feet West on a line parallel with the North line of the said Northeast Quarter of the Southeast Quarter to the West line of the said Northeast Quarter of the Southeast Quarter; and thence  
North a distance of 1,320 feet, more or less, along the West line of the said Northeast Quarter of the Southeast Quarter to the POINT OF BEGINNING.

PARCEL 18:

That part of the Northeast Quarter of the Southeast Quarter of Section 33, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho, described as follows:

COMMENCING at the Southeast corner of the said Northeast Quarter of the Southeast Quarter being the REAL POINT OF BEGINNING;

thence 490 feet West along the South boundary line of the said Northeast Quarter of the Southeast Quarter;

thence 710 feet North parallel with the East boundary line of the said Northeast Quarter of the Southeast Quarter;

thence 490 feet, more or less, East parallel with the South boundary line of the said Northeast Quarter of the Southeast Quarter to the East boundary line of the said Northeast Quarter of the Southeast Quarter;

thence South along the East boundary line of the said Northeast Quarter of the Southeast Quarter to the POINT OF BEGINNING.

PARCEL 19:

The South 990 feet of the Southwest Quarter of the Northwest Quarter of Section 34, Township 5 North, Range 5 West of the Boise Meridian, Canyon County, Idaho

EXCEPTING THEREFROM:

The following described parcel of land:

Beginning at the Southwest corner of the Northeast Quarter of Section 34, Township 5 North, Range 5 West of the Boise Meridian; thence

North along the West boundary line of said Southwest Quarter of the Northeast Quarter a distance of 150.0 feet; thence East on a line parallel to the South boundary line of the said Southwest Quarter of the Northeast Quarter a distance of 150.0 feet; thence South on a line parallel to the West boundary line of the said Southwest Quarter of the Northeast Quarter, a distance of 150.0 feet; thence West along said South boundary line of the said Southwest Quarter of the Northeast Quarter a distance of 150.0 feet to the place of beginning.

PARCEL 20:

This parcel is a portion of the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 36, Township 5 North, Range 5 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the southwest corner of the Southwest Quarter of the Northwest Quarter, a 5/8 x 30 inch rebar with an aluminum cap stamped L.S. 3627; thence North 0°01'58" West along the west boundary of the Southwest Quarter of the Northwest Quarter a distance of 1316.48 feet to the northwest corner of the Southwest Quarter of the Northwest Quarter, a found 5/8 inch diameter rebar stamped L.S. 6552; thence North 89°56'42" East along the north boundary of the Southwest Quarter of the Northwest Quarter a distance of 723.19 feet to a point on the centerline of the Dixie Slough, a Magnail set with an aluminum washer stamped L.S. 3627; thence traversing said slough as follows:  
South 28°34'56" East a distance of 167.66 feet;  
South 55°52'42" East a distance of 188.27 feet;  
South 44°46'27" East a distance of 289.58 feet;  
South 81°01'31" East a distance of 162.52 feet to a point on the east boundary of the Southwest Quarter of the Northwest Quarter, witnessed by a 5/8 x 30 inch rebar set with a plastic cap stamped L.S. 3627 bearing South 0°02'25" West a distance of 100.00 feet; thence South 0°02'25" West along the east boundary of the Southwest of the Northwest Quarter a distance of 831.48 feet to the southeast corner of the Southwest Quarter of the Northwest Quarter, a found 5/8 inch diameter rebar; thence South 0°02'45" West along the east boundary of the Northwest Quarter of the Southwest Quarter a distance of 1035.06 feet to a 5.8 x 30 inch rebar set with a plastic cap stamped L.S. 3627; thence North 89°26'20" West a distance of 1321.06 feet to a point on the west boundary of the Northwest Quarter of the Southwest Quarter, a 5/8 x 30 inch rebar set with a plastic cap stamped L.S. 3627; thence North 0°01'58" West along the west boundary of the Northwest Quarter of the Southwest Quarter a distance of 1020.19 feet to the POINT OF BEGINNING.

PARCEL 21:

The West Half of the Southeast Quarter of Section 34, Township 5 North, Range 5 West of the Boise Meridian, Canyon County, Idaho

PARCEL 22:

Lots 1 and 2 of Section 4, Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho.

EXCEPTING from Lot 1 the following:

BEGINNING at a point 25 feet South and 25 feet West of the Northeast corner of Section 4, Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho; thence running South a distance of 275 feet; thence in a Northwesterly direction following a curve with a radius of 275 feet a distance of 431.98 feet to a point 275 feet West of the POINT OF BEGINNING; thence East a distance of 275 feet to the PLACE OF BEGINNING.

ALSO EXCEPTING THEREFROM

A portion of Government Lot 1 and of the Southeast Quarter of the Northeast Quarter of Section 4, Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Northeast corner of said Section 4; thence

South 0° 00' 00" West along the East boundary of said Government Lot 1 a distance of 1,232.50 feet to the TRUE POINT OF BEGINNING; thence  
South 0° 00' 00" West continuing along said East boundary and along the East boundary of said Southeast Quarter of the Northeast Quarter a distance of 301.43 feet; thence  
South 89° 08' 38" West a distance of 483.14 feet; thence  
North 0° 24' 12" West a distance of 188.55 feet; thence  
South 89° 38' 07" West a distance of 70.76 feet; thence  
North 0° 00' 00" East a distance of 117.54 feet; thence  
North 88° 03' 57" East a distance of 294.33 feet; thence  
South 1° 33' 46" East a distance of 20.03 feet; thence  
North 87° 07' 16" East a distance of 260.80 feet to the TRUE POINT OF

BEGINNING.

PARCEL 23:

This parcel consists of a portion of the South One-Half of the Northeast Quarter of Section 4, Township 4 North, Range 5 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the Southeast corner of said South One-Half of the Northeast Quarter, a found 5/8 inch diameter rebar; thence

South 89° 52' 11" West along the South boundary of the South One-Half of the Northeast Quarter a distance of 2646.56 feet to the Southwest corner of said South One-Half of the Northeast Quarter, a found railroad spike; thence

North 0° 53' 30" East along the West boundary of said South One-Half of the Northeast Quarter a distance of 1337.40 feet to the Northwest corner of said South One-Half of the Northeast Quarter; thence

North 89° 52' 37" East along the North boundary of said South One-Half of the Northeast Quarter a distance of 2097.06 feet; thence

South 1° 08' 26" West parallel with the East boundary of said South One-Half of the Northeast Quarter a distance of 31.70 feet to a found 5/8 inch diameter rebar; thence

South 89° 13' 27" East a distance of 70.76 feet to a found 5/8 inch diameter rebar; thence

South 0° 44' 14" West a distance of 188.55 feet to a found 5/8 inch diameter rebar; thence

South 89° 42' 56" East a distance of 483.14 feet to a point on the East boundary of said South One-Half of the Northeast Quarter, a found 5/8 inch diameter rebar; thence

South 1° 08' 26" West along the East boundary of the South One-Half of the Northeast Quarter a distance of 1112.36 feet to the POINT OF BEGINNING.

TOGETHER WITH a 28-foot-wide ingress-egress easement described as follows:

COMMENCING at the Northeast corner of Section 4, Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho; thence

South 0° 00' 00" West along the East boundary of Government Lot 1 and the East boundary of the Southeast Quarter of the Northeast Quarter of said Section 4 a distance of 1,443.83 feet to the TRUE POINT OF BEGINNING for said easement; thence

feet; thence South 0° 00' 00" West continuing along said East boundary a distance of 28.01

North 88° 44' 12" West a distance of 207.66 feet; thence  
North 52° 49' 22" West a distance of 143.79 feet; thence  
North 78° 36' 22" West a distance of 141.30 feet; thence  
South 89° 38' 08" West a distance of 94.49 feet; thence  
North 0° 00' 00" West a distance of 28 feet; thence  
North 89° 38' 07" East a distance of 97.19 feet; thence  
South 78° 36' 22" East a distance of 150.59 feet; thence  
South 52° 49' 22" East a distance of 141.13 feet; thence  
South 88° 44' 12" East a distance of 197.96 feet to the TRUE POINT OF

BEGINNING for said easement.

PARCEL 24:

A parcel of land located in a portion of the Southeast 1/4 of the Northeast 1/4 Section 3, and a portion of Government Lot 1, Section 3 Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho. Being further described as follows:

BASIS OF BEARINGS:

The South line of the Northeast 1/4 Section 3, Township 4 North, Range 5 West, Boise Meridian, derived from found monuments and taken as South 89°58'14" West with the distance between monuments found to be 2667.20 feet.

BEGINNING at a point on the South line of the Southeast 1/4 of the Northeast 1/4 Section 3, Township 4 North, Range 5 West, Boise Meridian from which the East 1/4 corner of said Section 3 bears North 89°58'14" East a distance of 109.66 feet  
thence along said South line South 89°58'14" West a distance of 21.11 feet;  
thence leaving said South line North 00°52'31" East a distance of 408.94 feet;  
thence South 89°58'14" West a distance of 211.83 feet;  
thence South 01°05'55" West to a point on said South line of the Southeast 1/4 of the Northeast 1/4 a distance of 408.97 feet;  
thence along said South line South 89°58'14" West to a point on the West line of the Southeast 1/4 of the Northeast 1/4 a distance of 989.40 feet;  
thence leaving said south line along said West line North 01°02'48" East to a point on the West line of Government Lot 1 of a distance of 1,339.23 feet;  
thence along said West line of Government Lot 1 North 01°02'48" East to a point on the North line of Government Lot 1 a distance of 1,306.62 feet  
thence leaving said west line along said North line North 89°55'11" East to a point on the Westerly Right-Of-Way of State Highway 95 a distance of 1,018.11 feet;  
thence leaving said North line along said Westerly Right-Of-Way the following Six (6) courses:  
South 16°25'48" East a distance of 194.76 feet;  
South 08°50'49" East a distance of 493.00 feet;  
from a tangent which bears South 10°45'50" East, along a curve to the right with a radius of 2,629.02 feet and a central angle of 04°07'36" an arc length of 189.35 feet with a chord bearing of South 08°42'02" East, and a chord distance of 189.31 feet;  
South 36°43'11" East a distance of 116.87 feet;  
from a tangent which bears South 04°41'31" East, along a curve to the right with a radius of 2,817.04 feet and a central angle of 03°01'34" an arc length of 148.78 feet with a chord bearing of South 03°10'44" East, and a chord distance of 148.77 feet;

thence along a 50 foot offset west of a 250.00 foot spiral curve right with  $S=2^{\circ}30'$  with P.S.C. centerline station 175+45.44 and P.S. centerline station 172+95.44 as shown on plans of I.T.D Highway 95 Federal Aid Project # 7-3311 with the offset curve chord bearing of South  $00^{\circ}00'56''$  West and a chord distance of 250.84 feet.

thence continuing along said Westerly Right-Of-Way the following Eight (8) courses:

South  $25^{\circ}04'04''$  West a distance of 48.71 feet;

South  $00^{\circ}55'51''$  West a distance of 147.94 feet;

South  $18^{\circ}40'19''$  East a distance of 58.26 feet;

South  $00^{\circ}48'51''$  West a distance of 245.88 feet;

South  $21^{\circ}33'06''$  West a distance of 56.73 feet;

South  $00^{\circ}52'16''$  West a distance of 448.92 feet;

South  $54^{\circ}00'19''$  West a distance of 50.00 feet;

South  $00^{\circ}52'31''$  West a distance of 268.00 feet to the POINT OF BEGINNING

PARCEL 25:

The Northeast Quarter of the Southwest Quarter of Section 3, Township 4 North, Range 5 West of the Boise Meridian in Canyon County, Idaho.

And

The Southeast Quarter of the Southwest Quarter of Section 3, Township 4 North, Range 5 West of the Boise Meridian in Canyon County, Idaho.

PARCEL 26:

The West Half of the Southeast of Section 4, Township 4 North, Range 5 West of the Boise Meridian in Canyon County, Idaho.

Excepting Therefrom:

All that part of the Southwest Quarter of the Southeast Quarter of Section 4, Township 4 North, Range 5 West of the Boise Meridian in Canyon County, Idaho lying South and West of the Golden Gate Canal.

PARCEL 27:

The West One-Half of the Southwest Quarter of Section 3, Township 4 North, Range 5 West of the Boise Meridian in Canyon County, Idaho.

EXCEPTING THEREFROM:

Beginning at a point 25 feet North and 25 feet East of the Southwest corner of said Section 3, the REAL POINT OF BEGINNING, thence North 275 feet; thence in a Southeasterly direction following a curve with a radius of 275 feet, a distance of 431.98 feet to a point 275 feet East of the PLACE OF BEGINNING, thence West 275 feet to the REAL POINT OF BEGINNING.

PARCEL 28:

A parcel of land being in the Southwest Quarter of the Southwest Quarter in Section 3, Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho, being more particularly described as follows:

Beginning at a point 25 feet North and 25 feet East of the Southwest corner of said Section 3, the REAL POINT OF BEGINNING, thence North 275 feet; thence in a Southeasterly direction following a curve with a radius of 275 feet, a distance of 431.98 feet to a point 275 feet East of the PLACE OF BEGINNING. thence West 275 feet to the REAL POINT OF BEGINNING.

PARCEL 29:

Lot 10, of Section 21, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho.

And the South Half of the South Half of the Northwest Quarter of the Southwest Quarter, formerly described as a strip of land of uniform width off the entire South side of the Northwest Quarter of the Southeast Quarter of said Section 21, Township 5 North, Range 5 West, Boise Meridian, said strip of land containing 10 acres.

And also, a tract of land in the Southwest Quarter of Lot 9, Section 29, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho, described as follows:  
Commencing at the Southwest corner of said Lot 9, running thence East along the south line of said Lot 9, 180 feet; thence in a Northwesterly direction to a point on the West line of said Lot 9, 200 feet North of the Southwest corner of said Lot 9; thence South along the West line of said Lot 9 to the Southwest corner of said Lot 9, being the POINT OF BEGINNING.

AND ALSO:

Lot 5 of Section 22, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho.

AND ALSO:

Lot 4 of Section 27, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho.

Excepting therefrom the lands conveyed to the United States of America by Quitclaim Deed recorded July 3, 1919 in Book 76 of Deeds at Page 535, as Instrument No. 96859, records of Canyon County, Idaho

PARCEL 30:

The South Half of the Southwest Quarter of Section 29, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho.

AND ALSO:

The Northeast Quarter of the Northeast Quarter of Section 28, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho.

PARCEL 31:

The Northwest Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter; the Southwest Quarter of the Northeast Quarter and the North Half of the Southeast Quarter, EXCEPT that part thereof lying South and West of the centerline of the Riverside Canal; All in Section 35, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho.

PARCEL 32:

The Southwest Quarter of the Southwest Quarter of Section 28, Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho.

Excepting therefrom:

A part of the Southwest Quarter of the Southwest Quarter of Section 28, Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Beginning at the Southwest corner for Section 28 marked with a 1" (one inch) iron pipe; thence  
North 89° 32'06" East 1320.38 feet along the Southerly boundary of Section 28 to  
the Southeast corner of the Southwest Quarter Southwest Quarter; thence  
North 0° 13'23" West 302.82 feet along the Easterly boundary of the Southwest  
Quarter Southwest Quarter to the TRUE POINT OF BEGINNING; thence  
North 0° 13'23" West 257.30 feet along said Easterly boundary of the Southwest  
Quarter Southwest Quarter; thence  
South 89° 44'20" West 245.13 feet; thence  
South 27° 11'38" East 17.22 feet; thence  
South 39° 19'49" East 79.19 feet; thence  
South 46° 19'04" East 260.06 feet to the TRUE POINT OF BEGINNING.

PARCEL 33:

The Northeast Quarter of the Southeast Quarter of Section 12, Township 4 North, Range 5 West of Boise Meridian, Canyon County, Idaho.

PARCEL 34:

This parcel consists of a portion of the Northwest Quarter of the Northwest Quarter and the Northeast Quarter of the Northwest Quarter of Section 10, Township 5 North, Range 5 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Northeast corner of the Northeast Quarter of the Northwest Quarter (N ¼ Corner, Section 10), a found railroad spike; thence  
North 89° 17' 52" West along the North boundary of the Northeast Quarter of the Northwest Quarter a distance of 662.15 feet to the TRUE POINT OF BEGINNING, said point being the Northeast corner of the West One-Half of the Northeast Quarter of the Northwest Quarter, a found 5/8 inch diameter rebar; thence  
South 0° 31' 26" West along the East boundary of the West One-Half of the Northeast Quarter of the Northwest Quarter a distance of 1329.62 feet to the Southeast corner of the West One-Half of the Northeast Quarter of the Northwest Quarter, a 5/8 x 30 inch rebar set with a plastic cap stamped L.S. 3627; thence  
North 89° 16' 51" West along the South boundary of the West One-Half of the Northeast Quarter of the Northwest Quarter a distance of 662.91 feet to the Southeast corner of the Northwest Quarter of the Northwest Quarter, a found 5/8 inch diameter rebar; thence  
North 89° 16' 51" West along the South boundary of the Northwest Quarter of the Northwest Quarter a distance of 925.87 feet to a found ½ inch diameter rebar; thence  
North 0° 37' 27" East a distance of 265.00 feet to a found ½ inch diameter rebar; thence  
North 89° 16' 51" West a distance of 130.19 feet to a found ½ inch diameter rebar; thence  
North 15° 22' 57" East a distance of 628.09 feet to a found ½ inch diameter rebar; thence  
South 89° 41' 00" East a distance of 127.56 feet to a found ½ inch diameter rebar; thence  
North 5° 26' 53" East a distance of 190.94 feet to a found ½ inch diameter rebar; thence  
South 83° 04' 21" East a distance of 132.68 feet to a found ½ inch diameter rebar; thence  
North 12° 55' 38" East a distance of 18.21 feet to a ½ x 24 inch rebar set with a plastic cap stamped L.S. 3627; thence  
South 89° 17' 52" East a distance of 803.96 feet to a found ½ inch diameter rebar; thence  
South 87° 36' 29" East a distance of 119.14 feet to a found ½ inch diameter rebar; thence  
North 3° 10' 22" East a distance of 57.97 feet to a found ½ inch diameter rebar; thence

North 65° 44' 00" East a distance of 45.58 feet to a found ½ inch diameter rebar; thence  
North 41° 21' 26" East a distance of 33.86 feet to a found ½ inch diameter rebar; thence Northeasterly 46.93  
feet along the arc of a curve to the right having a central angle of 48° 51' 41", a radius of 55.03 feet and a  
long chord which bears North 65° 47' 28" East a distance of 45.52 feet to a found ½ inch diameter rebar;  
thence  
South 89° 46' 30" East a distance of 47.99 feet to a found ½ inch diameter rebar; thence  
North 1° 34' 08" East a distance of 143.08 feet to a point on the North boundary of the Northeast Quarter of  
the Northwest Quarter witnessed by a found ½ inch diameter rebar bearing South 1° 34' 08" West a distance  
of 20.00 feet; thence  
South 89° 17' 52" East along the North boundary of the Northeast Quarter of the Northwest Quarter a  
distance of 196.55 feet to the TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THE FOLLOWING DESCRIBED TRACT:

This parcel is a portion of the Northwest Quarter of the Northwest Quarter of Section 10, Township 5 North,  
Range 5 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Southwest corner of said Northwest Quarter of the Northwest Quarter; thence  
South 89° 16' 51" East along the South boundary of said Northwest Quarter of the Northwest Quarter a  
distance of 200.00 feet; thence  
North 15° 22' 57" East a distance of 273.92 feet to the TRUE POINT OF BEGINNING; thence continuing  
North 15° 22' 57" East a distance of 300.83 feet; thence  
South 65° 45' 11" East a distance of 230.81 feet; thence  
South 44° 35' 08" West a distance of 227.48 feet; thence  
South 00° 37' 27" West parallel with the West boundary of said Northwest Quarter of the Northwest Quarter  
a distance of 34.89 feet; thence  
North 89° 16' 51" West parallel with the South boundary of said Northwest Quarter of the Northwest Quarter  
a distance of 130.19 feet to the TRUE POINT OF BEGINNING.

AND ALSO EXCEPT THEREFROM THE FOLLOWING DESCRIBED TRACT:

This parcel is a portion of the Northwest Quarter of the Northwest Quarter of Section 10, Township 5 North,  
Range 5 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Southwest corner of said Northwest Quarter of the Northwest Quarter; thence  
South 89° 16' 51" East along the South boundary of said Northwest Quarter of the Northwest Quarter a  
distance of 200.00 feet; thence  
North 15° 22' 57" East a distance of 574.75 feet to the TRUE POINT OF BEGINNING; thence continuing  
North 15° 22' 57" East a distance of 100.00 feet; thence  
South 89° 16' 51" East parallel with the South boundary of said Northwest Quarter of the Northwest Quarter  
a distance of 340.34 feet; thence  
South 34° 00' 21" West a distance of 108.06 feet; thence  
South 44° 35' 08" West a distance of 136.69 feet; thence  
North 65° 45' 11" West a distance of 230.81 feet to the TRUE POINT OF BEGINNING.

PARCEL 35:

This parcel is a portion of the Northwest Quarter of the Northwest Quarter of Section 10, Township 5 North,  
Range 5 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Southwest corner of said Northwest Quarter of the Northwest Quarter; thence

South 89° 16' 51" East along the South boundary of said Northwest Quarter of the Northwest Quarter a distance of 200.00 feet; thence  
North 15° 22' 57" East a distance of 273.92 feet to the TRUE POINT OF BEGINNING; thence continuing  
North 15° 22' 57" East a distance of 300.83 feet; thence  
South 65° 45' 11" East a distance of 230.81 feet; thence  
South 44° 35' 08" West a distance of 227.48 feet; thence  
South 00° 37' 27" West parallel with the West boundary of said Northwest Quarter of the Northwest Quarter a distance of 34.89 feet; thence  
North 89° 16' 51" West parallel with the South boundary of said Northwest Quarter of the Northwest Quarter a distance of 130.19 feet to the TRUE POINT OF BEGINNING.

PARCEL 36:

This parcel is a portion of the Northwest Quarter of the Northwest Quarter of Section 10, Township 5 North, Range 5 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Southwest corner of said Northwest Quarter of the Northwest Quarter; thence  
South 89° 16' 51" East along the South boundary of said Northwest Quarter of the Northwest Quarter a distance of 200.00 feet; thence  
North 15° 22' 57" East a distance of 574.75 feet to the TRUE POINT OF BEGINNING; thence continuing  
North 15° 22' 57" East a distance of 100.00 feet; thence  
South 89° 16' 51" East parallel with the South boundary of said Northwest Quarter of the Northwest Quarter a distance of 340.34 feet; thence  
South 34° 00' 21" West a distance of 108.06 feet; thence  
South 44° 35' 08" West a distance of 136.69 feet; thence  
North 65° 45' 11" West a distance of 230.81 feet to the TRUE POINT OF BEGINNING.

PARCEL 37:

This parcel is a portion of the SW ¼ NE ¼ of Section 19 in Township 5 North, Range 5 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Southwest corner of the SW ¼ NE ¼, (C ¼ Corner, Section 19), a found 5/8 inch diameter rebar;  
thence North 89° 51' 59" East, along the South boundary of the SW ¼ NE ¼ a distance of 524.40 feet to the TRUE POINT OF BEGINNING, a ½ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;  
thence North 00° 13' 34" West, parallel with the East boundary of the SW ¼ NE ¼ a distance of 1317.11 feet to a point on the North boundary of the SW ¼ NE ¼, a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;  
thence North 89° 50' 48" East along the North boundary a distance of 797.00 feet to the Northeast corner of the SW ¼ NE ¼, a found 5/8 inch diameter rebar;  
thence South 00° 13' 34" East along the East boundary of the SW ¼ NE ¼ a distance of 1317.38 feet to the Southeast corner of the SW ¼ NE ¼, a found 5/8 inch diameter rebar with a two inch aluminum cap;  
thence South 89° 51' 59" West along the South boundary of the SW ¼ NE ¼ a distance of 797.00 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH a 20 foot Irrigation Access and Maintenance Easement over the following described tract:

This easement lies in the SW ¼ NE ¼ of Section 19 in Township 5 North Range 5 West of the Boise Meridian, Canyon County, Idaho. This easement is 20.00 feet in width, being 15.00 feet right and 5.00 feet left of the following described centerline. The sidelines of said easement are to begin on the South boundary

of the aforementioned SW ¼ NE ¼ and to terminate on the North boundary of said SW ¼ NE ¼. The centerline of said easement is more particularly described as follows:

COMMENCING at the Southwest corner of the SW ¼ NE ¼, (C ¼ Corner, Section 19), a found 5/8 inch diameter rebar;  
thence North 89° 51' 59" East, along the South boundary of the SW ¼ NE ¼ a distance of 524.40 feet to the TRUE POINT OF BEGINNING, a ½ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;  
thence North 00° 13' 34" West, parallel with the East boundary of the SW ¼ NE ¼ a distance of 1317.11 feet to a point on the North boundary of the SW ¼ NE ¼, the POINT OF TERMINOUS.

PARCEL 38:

A parcel of land located in the E1/2 of the SE1/4 of Section 4, Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

BEGINNING at a brass cap marking the southeast corner of said Section 4; thence, along the south boundary of said Section 4,

- 1) N.89°21'10"W., 1319.87 feet to a 5/8 inch rebar marking the southwest corner of said E1/2 of the SE1/4 (East 1/16 Corner); thence, along the west boundary of said E1/2 of the SE1/4,
- 2) N.01°52'21"E., 2675.03 feet to a 5/8 inch rebar marking the northwest corner of said E1/2 of the SE1/4; thence, along the north boundary of said E1/2 of the SE1/4,
- 3) S.89°19'35"E., 790.99 feet to a 5/8 inch rebar; thence, leaving said boundary,
- 4) S.01°56'44"W., 1337.65 feet to a 5/8 inch rebar; thence,
- 5) S.89°22'10"E., 532.28 feet to a 5/8 inch rebar on the east boundary of said E1/2 of the SE1/4; thence, along said east boundary,
- 6) S.01°56'44"W., 1337.25 feet to the POINT OF BEGINNING.

Parcel 39:

A parcel of land located in the NE1/4 of the SE1/4 of Section 4, Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

BEGINNING at a 5/8 inch rebar marking the northeast corner of said NE1/4 of the SE1/4 (East 1/4 Corner), from which a brass cap monument marking the southeast corner of said Section 4 bears South 01°56'44" West, 2674.49 feet; thence, along the east boundary of said NE1/4 of the SE1/4,

- 1) South 01°56'44" West, 1337.25 feet to a 5/8 inch rebar marking the southeast corner of said NE1/4 of the SE1/4 (South 1/16 Corner) of said Section 4; thence, leaving said east boundary and along the south boundary of said NE1/4 of the SE1/4,
- 2) North 89°22'10" West, 532.28 feet to a 5/8 inch rebar; thence, leaving said south line,
- 3) North 01°56'44" East, 1337.65 feet to a 5/8 inch rebar on the north line of said NE1/4 of the SE1/4; thence,
- 4) South 89°19'35" East, 532.27 feet to the POINT OF BEGINNING.

**EXHIBIT B**

**PERSONAL PROPERTY**

All of the following collateral which is now or hereafter owned by Mortgagor, as debtor, attached to, or produced from, or used in connection with the Real Estate described on Exhibit A attached hereto (the "Real Estate"), and the products and proceeds thereof:

1. Hop trellis and poles, machinery (excluding, however, automobiles, trucks, tractors, trailers, wheeled vehicles, planting, harvesting, onion processing equipment, and tillage equipment);
2. Permanent plantings, the 45,000 sf onion packing facility, 41,000 sf cold storage facility for hops and onions, and 95 picker, drying and bailing facility all located in Canyon County, Idaho and
3. Irrigation wells, watering and irrigation equipment including pumps, motors, generators, pipes, center pivot irrigators and sprinklers, water stock and water rights, including but not limited to the following:

<u>Owner</u>	<u>Water Right No.</u>	<u>Wilder Irrigation District</u> <u>Water Right No.</u>
GO Investments Idaho, LLC	63-8649	
GO Investments Idaho, LLC	63-33502	798-1
GO Investments Idaho, LLC	63-33508	805-806
GO Investments Idaho, LLC	63-32460	807
GO Investments Idaho, LLC	63-34101	808-809
GO Investments Idaho, LLC	63-34102	810
GO Investments Idaho, LLC	63-8531	810-1
GO Investments Idaho, LLC	63-8567	812
GO Investments Idaho, LLC	63-21616	813
GO Investments Idaho, LLC	63-11306	814
GO Investments Idaho, LLC	63-8701	817
GO Investments Idaho, LLC	63-33503	818-819
GO Investments Idaho, LLC	63-32459	825
GO Investments Idaho, LLC	63-33507	826
Greg & Ann Obendorf	63-33570	827
Greg & Ann Obendorf	63-33571	828-3
Greg & Ann Obendorf	63-131D	874
Greg Obendorf	63-10867	896
Greg Obendorf	63-34071	903
Greg Obendorf	63-21688	912
Greg Obendorf	63-21689	920
Greg Obendorf	63-32067	1065-1
Greg Obendorf	63-33458	1126
Greg Obendorf	63-21685	1223
Greg Obendorf	63-21686	1224
Greg Obendorf	63-9744	1244-1
Obendorf Malheur Farms, Inc.	63-33801	1258-0
Obendorf Malheur Farms, Inc. and Greg & Ann Obendorf	63-11551	1258-0-1
		882
		1255
Brock and Phillip Obendorf Farms, LLC	18.5 shares - Farmers Co-Operative Ditch Co.	1255-1
Greg Obendorf	5.65 shares - Riverside Irrigation District	1255-2
Ray Obendorf	9.0 shares - Riverside Irrigation District	1265
Ray Obendorf	5.0 shares - Riverside Irrigation District	953
Brock and Phillip Obendorf Farms, LLC	2.4101 shares - Riverside Irrigation District	953-0
GO Investments Idaho, LLC	6.5 shares - Riverside Irrigation District	957

## Thorneycroft, Kensie

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**From:** Thorneycroft, Kensie  
**Sent:** Monday, October 07, 2019 11:26 AM  
**To:** Marston, Sascha  
**Subject:** Refund - Security Interest Axa Equitable Life Insurance Co

TO: Sascha Marston

FROM: Kensie Thorneycroft

DATE: October 7, 2019

**RE: Refund: Security Interest 63-131D, etc.**

Please refund \$425. AXA Equitable Life Insurance Co. submitted a security interest for 29 water rights/permits on 9/12/19. When researching, it was discovered that 15 of the water rights/permits were already processed. This totals a refund of \$375 (15x\$25). Water right/permit listed below:  
63-8567, 63-8531, 63-21616, 63-11306, 63-33503, 63-32459, 63-8701, 63-33458, 63-34071, 63-21685, 63-21686, 63-21688, 63-21689, 63-32067, 63-33507

Water right 63-11551 was listed twice on the application and is also listed under a different owner than the owners listed on the mortgage and security interest form. This was not process and is a refund of \$50 since they listed it two separate times.

The 12 water rights listed below were process and the charge should have been \$300 (12 x \$25).  
63-33508, 63-8649, 63-33502, 63-32460  
63-34101, 63-34102, 63-9744, 63-33571  
63-131D, 63-10867, 63-33801, 63-33570

Because only 12 of the 29 water rights needed to be processed, a refund of \$425 is being requested.

**Please issue a refund of \$425 to:**

PIONEER TITLE CO OF CANYON COUNTY  
610 S KIMBALL AVE  
CALDWELL ID 83605

RECEIPT #

W047734



State of Idaho  
**DEPARTMENT OF WATER RESOURCES**

Western Region • 2735 W AIRPORT WAY • BOISE, ID 83705-5082  
 Phone: (208)334-2190 • Fax: (208)334-2348 • Website: [www.idwr.idaho.gov](http://www.idwr.idaho.gov)

Brad Little  
 Governor

Gary Spackman  
 Director

October 07, 2019

AXA EQUITABLE LIFE INSURANCE CO  
 C/O AXA EQUITABLE AGRIFINANCE, LLC  
 6300 C ST SW  
 CEDAR RAPIDS, IA 52499

**RE: Notice of Security Interest for Water Right No's:**

63-33508	63-34101	63-131D
63-8649	63-34102	63-10867
63-33502	63-9744	63-33801
63-32460	63-33571	63-33570

Dear Party Holding Security Interest:

The Department of Water Resources acknowledges receipt of correspondence adding security interest of the above referenced water rights to you. The Department has modified its records to reflect the change in security interest for the water rights, and has enclosed computer-generated reports for your records.

Water right numbers:

63-8567	63-32459	63-21686
63-8531	63-8701	63-21688
63-21616	63-33458	63-21689
63-11306	63-34071	63-32067
63-33503	63-21685	63-33507

The above water right/permit numbers already had AXA EQUITABLE LIFE INSURANCE COMPANY added as a security interest. The address was updated to reflect the new address listed on the security interest form (a set of proof reports is included for these water rights to show updated address).

Water right 63-11551 was not processed due to the ownership being a different owner, RIM RANCHES INC, which was not listed on the mortgage or security interest form.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been forfeited 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 Sections 42-222 and 42-223, Idaho Code.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department or online at [www.idwr.idaho.gov](http://www.idwr.idaho.gov).

SCANNED

OCT 07 2019

A refund has been requested to be sent to PIONEER TITLE COMPANY OF CANYON COUNTY for the amount of \$425.

- \$725 was the original amount submitted to process all 29 water rights listed on the security interest form.
- 15 water rights/permits required updated addresses per the address listed on the security interest form.
  - Axa Equitable Life Insurance Co was already listed as a security interest.
  - The department does not charge a fee for changes in address
  - $15 \times \$25 = \$375$  will be refunded for these 15 water rights.
- Water right 63-11551 was listed twice on the security interest form and was not processed due to incorrect ownership.
  - $2 \times \$25 = \$50$  will be refunded for this water right as it was paid for twice.
- 12 water rights/permits had the security interest added and costed \$25 each; \$300 total.
  - \$300 is the amount that needed to be paid, not \$725.

$\$375$  for address change +  $\$50$  duplicate listing =  $\$425$  refunded from the original  $\$725$  submitted

Please feel free to contact this office at 208-334-2190 if you have any questions regarding this matter.

Sincerely,



Kensie Thorneycroft  
Office Specialist II  
Western Regional Office

Enclosures

Cc:

GO INVESTMENTS IDAHO LLC  
GREGORY R OBENDORF AND ANN OBENDORF  
OBENDORF MALHEUR FARMS INC

SCANNED

OCT 07 2019