

RECEIVED

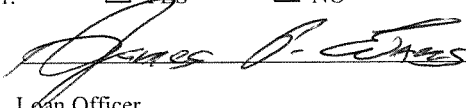
JUN 11 2015

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPARTMENT OF
WATER RESOURCES**Notice of Security Interest in a Water Right****And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right**Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.1. Water Right No(s): 36-8484

Adjudication Claim No(s): _____

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

D. L. Evans BankP.O. Box 87Twin Falls, ID 833034. Name of Water Right Owner/Claimant(s) ABC Agra, LLC5. Expiration Date of Notification Period 2/20/356. Is this a Renewal of Request for Notification? ☐ YES ☒ NO7. Signature(s) (and title if applicable) 
Loan Officer**For Office Use Only**

Received by <u>Lbuck</u>	Date <u>6-11-15</u>	Fee <u>25.00</u>	Receipt No. <u>C100594</u>	Date <u>9-30-15</u>
Received by <u>gmr</u>		WR <u>gmr</u>		
Processed by				

RECORDATION REQUESTED BY:

D. L. Evans Bank
Twin Falls Financial Center
P.O. Box 87
906 Blue Lakes Blvd. N.
Twin Falls, ID 83301

WHEN RECORDED MAIL TO:

D. L. Evans Bank
Twin Falls Financial Center
P.O. Box 87
906 Blue Lakes Blvd. N.
Twin Falls, ID 83301

SEND TAX NOTICES TO:

ABC Agra, LLC
P.O. Box 378
Jerome, ID 83338

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

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

MORTGAGE

THIS MORTGAGE dated April 6, 2015, is made and executed between ABC Agra, LLC; an Idaho limited liability company (referred to below as "Grantor") and D. L. Evans Bank, whose address is P.O. Box 87, 906 Blue Lakes Blvd. N., Twin Falls, ID 83301 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, grants, bargains, sells and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Jerome County, State of Idaho:

PARCEL NO. 1:

Lots 5, 6 (common area), 13, 14, and 16 (common area) in Block 1 of CROSSROADS POINT BUSINESS CENTER PUD PHASE 1, Jerome County, Idaho, as shown on the recorded plat thereof, recorded June 29, 2006 as Instrument Number 2063855, Jerome County records.

Lot 9 (common area) in Block 2 of CROSSROADS POINT BUSINESS CENTER PUD PHASE 1, Jerome County, Idaho, as shown on the recorded plat thereof, recorded June 29, 2006 as Instrument Number 2063855, Jerome County records.

Lots 3, 4, 5, 6, 11 and 12 in Block 3 of CROSSROADS POINT BUSINESS CENTER PUD PHASE 1, Jerome County, Idaho, as shown on the recorded plat thereof, recorded June 29, 2006 as Instrument Number 2063855, Jerome County records.

Lots 1, 2, 5, 6, 7, 8, 9, 10, 11 and 12 in Block 4 of CROSSROADS POINT BUSINESS CENTER PUD PHASE 1, Jerome County, Idaho, as shown on the recorded plat thereof, recorded June 29, 2006 as Instrument Number 2063855, Jerome County records.

Lots 1 and 2 in Block 5 of CROSSROADS POINT BUSINESS CENTER PUD PHASE 1, Jerome County, Idaho, as shown on the recorded plat thereof, recorded June 29, 2006 as Instrument Number 2063855, Jerome County records.

Lots 1 and 2 in Block 6 of CROSSROADS POINT BUSINESS CENTER PUD PHASE 1, Jerome County, Idaho, as shown on the recorded plat thereof, recorded June 29, 2006 as Instrument Number 2063855, Jerome County records.

Lots 1, 2, 3, 4 and 5 in Block 7 of CROSSROADS POINT BUSINESS CENTER PUD PHASE 1, Jerome County, Idaho, as shown on the recorded plat thereof, recorded June 29, 2006 as Instrument Number 2063855, Jerome County records.

Lots 1, 2, 3, 9, 10 (common area), 11, 12, and 13 in BLOCK 8 of CROSSROADS POINT BUSINESS CENTER PUD PHASE 1, Jerome County, Idaho, as shown on the recorded plat thereof, recorded June 29, 2006 as Instrument Number 2063855, Jerome County records.

Lots 1, 2, 3, 4, 5, 6 and 7 in Block 9 of CROSSROADS POINT BUSINESS CENTER PUD PHASE 1, Jerome County, Idaho, as shown on the recorded plat thereof, recorded June 29, 2006 as Instrument Number 2063855, Jerome County records.

Lots 1, 2 and 3 in Block 10 of CROSSROADS POINT BUSINESS CENTER PUD PHASE 1, Jerome County, Idaho, as shown on the recorded plat thereof, recorded June 29, 2006 as Instrument Number 2063855, Jerome County records.

Lots 1, 2 and 3 in Block 11 of CROSSROADS POINT BUSINESS CENTER PUD PHASE 1, Jerome County, Idaho, as shown on the recorded plat thereof, recorded June 29, 2006 as Instrument Number 2063855, Jerome County records.

Lots 1, 2, 3, 4 and 5 in Block 12 of CROSSROADS POINT BUSINESS CENTER PUD PHASE 1, Jerome County, Idaho, as shown on the recorded plat thereof, recorded June 29, 2006 as Instrument Number 2063855, Jerome County records.

Lots 1 and 2 in Block 13 of CROSSROADS POINT BUSINESS CENTER PUD PHASE 1, Jerome County, Idaho, as shown on the recorded plat thereof, recorded June 29, 2006 as Instrument Number 2063855, Jerome County records.

Lots 1, 2, 5 and 6 in Block 14 of CROSSROADS POINT BUSINESS CENTER PUD PHASE 1, Jerome County, Idaho, as shown on the recorded plat thereof, recorded June 29, 2006 as Instrument Number 2063855, Jerome County records.

Lots 3, 4, 5 (common area), 6 and 7 (common area) in Block 16 of CROSSROADS POINT BUSINESS CENTER PUD PHASE 1, Jerome County, Idaho, as shown on the recorded plat thereof, recorded June 29, 2006 as Instrument Number 2063855, Jerome County records.

Lots 2, 3, 4, 5, 6, 7, 10, 11, and 12 in Block 17 of CROSSROADS POINT BUSINESS CENTER PUD PHASE 1, Jerome County, Idaho, as shown on the recorded plat thereof, recorded June 29, 2006 as Instrument Number 2063855, Jerome County records.

Lot 1 (Lot 1A-Common Area and Lot 1B) in Block 19 of CROSSROADS POINT BUSINESS CENTER PUD PHASE 1, Jerome County, Idaho, as shown on the recorded plat thereof, recorded June 29, 2006 as Instrument Number 2063855, Jerome County records.

Lot 1 in Block 1 of CROSSROADS POINT BUSINESS CENTER PUD NO. 2, as shown on the recorded plat, recorded August 14, 2009 as Instrument No. 2094047, (amending Lots 1 and 2 in Block 16 of Crossroads Point Business Center PUD Phase 1) records of Jerome County, Idaho, EXCEPTING THEREFROM any portion lying within Lot 2 Block 16 of Crossroads Point Business Center PUD Phase 1 conveyed in Warranty Deed recorded June 15, 2007 as Instrument No. 2073620, Jerome County records.



Lots 2 and 3 in Block 1 of CROSSROADS POINT BUSINESS CENTER PUD NO. 3, as shown on the recorded plat thereof, recorded August 14, 2009, as Instrument No. 2094048, (amending Lots 1 through 3, inclusive, Block 1 of Crossroads Point Business Center PUD Phase 1) Records of Jerome County, Idaho.

Lot 1 in Block 2 of CROSSROADS POINT BUSINESS CENTER PUD NO. 5, Jerome County, Idaho, as shown on the recorded plat thereof, recorded March 3, 2011 as Instrument No. 2111000, Jerome County records.

Lot 2A in Block 1 and Lot 1A in Block 2 of CROSSROADS POINT BUSINESS CENTER PUD NO. 6, Jerome County, Idaho, as shown on the recorded plat thereof, recorded March 27, 2012 as Instrument No. 2121300, Jerome County records.

Lot 3C in Block 1 of CROSSROADS POINT BUSINESS CENTER PUD NO. 7, Jerome County, Idaho, as shown on the recorded plat thereof, recorded November 7, 2013 as Instrument No. 2135082, Jerome County records.

Lots 2, 3, 4, 5 and 6 in Block 1 of CROSSROADS POINT BUSINESS CENTER PUD NO. 8, Jerome County, Idaho, as shown on the recorded plat thereof, recorded December 23, 2013 as Instrument Number 2135804 (amending Lots 1, 2, 7, 8, 9 and 10 in Block 3 of Crossroads Point Business Center PUD - Phase 1), Jerome County records.

PARCEL NO. 2:

**TOWNSHIP 9 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 10: SW $\frac{1}{4}$,

EXCEPT that part of the N $\frac{1}{2}$ SW $\frac{1}{4}$, described as follows:

Beginning at the Southwest corner of said section 10; Thence North along the Westerly side of section 10 for a distance of 2001.5 feet to THE TRUE POINT OF BEGINNING;

Thence North along the Westerly side of said section for a distance of 638.50 feet to the Northwest corner of the SW $\frac{1}{4}$ of said section 10; Thence South 88°30' East along the Northerly boundary of the N $\frac{1}{2}$ SW $\frac{1}{4}$ for a distance of 1341.0 feet to a 5/8" iron pin;

Thence South 0°30' West for a distance of 422.84 feet to a 5/8" iron pin;

Thence South 82°16' West for a distance of 1341.70 feet to THE TRUE POINT OF BEGINNING.

AND EXCEPT a parcel of land more particularly described as follows:

Beginning at the Southwest section corner of said section 10, thence North along the West section line of said Section 10, North 0°56'53" West a distance of 300.00 feet;

Thence North 89°03'07" East a distance of 25.00 feet to the East right-of-way of 300 East Road and the REAL POINT OF BEGINNING;

Thence North 89°03'07" East a distance of 20.00 feet;

Thence North 0°56'53" West a distance of 20.00 feet parallel to the West section line of said section 10;

Thence South 89°03'07" West a distance of 20.00 feet to the East right-of-way of said 300 East Road;

Thence South 0°56'53" East a distance of 20.00 feet along the East right-of-way of said 300 East Road to the REAL POINT OF BEGINNING.

**TOWNSHIP 9 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 15: N $\frac{1}{2}$ NW $\frac{1}{4}$, EXCEPTING that part deeded to the State of Idaho by Deed dated October 29, 1963, recorded December 16, 1963 in Book 173 Page 629 as Instrument Number 157219, Jerome County records, for Highway 84N.

**TOWNSHIP 9 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 15: N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$;

EXCEPTING THEREFROM any portion that lies within Interstate I-84N.

**TOWNSHIP 9 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 16: That part of the N $\frac{1}{2}$ NE $\frac{1}{4}$ lying North of the Interstate I-84N.

TOGETHER WITH THE WATER RIGHTS REPRESENTED BY IDAHO STATE DEPARTMENT OF WATER RESOURCES WATER RIGHT NO. 36-8484 WITH A CLAIMED PRIORITY OF DECEMBER, 11 1989 TO 0.02 CFS OF COMMERCIAL WATER AND 0.06 CFS OF DOMESTIC WATER OF GROUNDWATER.

The Real Property or its address is commonly known as Bare Ground, Jerome, ID 83338.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all Indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any





State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

September 30, 2015

D L EVANS BANK
PO BOX 87
TWIN FALLS ID 83303

RE: Notice of Security Interest for Water Right/Permit No(s): 36-8484(ABC Agra LLC), 36-2318A, 36-2318B and 36-13986(Northside Ranch Co LLC), 37-22014 and 37-22015(Muldoon Ranch Co LLC)

Dear Party Holding Security Interest:

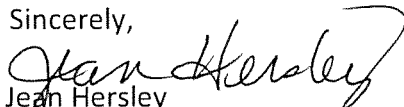
The Department of Water Resources acknowledges receipt of correspondence adding security interest of the above referenced water right(s) to you. The department has modified its records to reflect the change in security interest and has enclosed a computer-generated report for your records.

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 www.idwr.idaho.gov.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,


Jean Hersley
Technical Records Specialist II

Enclosure

c: ABC Agra, LLC
The Northside Ranch Co LLC
The Muldoon Ranch Co LLC