STATE OF IDAHO DEPARTMENT OF WATER RESOURCES

RECEIVED
JAN 14 2022
DEPT OF WATER RESOURCES
SOUTHERN REGION

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

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

1.

Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
See Exhibit A attached hereto and incorporated herein			

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

MetLife Real Estate Lending LLC
c/o MetLife Investment Management, LLC
10801 Mastin Boulevard, Suite 700
Overland Park KS 66210

4. Name of Water Right Owner/Claimant(s) — L & S Land Holdings, LLC

5. Expiration Date of Notification Period — November 25, 2039

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

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

MetLife Real Estate Lending LLC,
a Delaware limited liability company
By: MetLife Investment Management, LLC,
its investment manager

By: Jonathan B. Dressler
Name: Jonathan B. Dressler
Its Authorized Signatory and Director

For Office Use Only

Receipted by SG Date 1/14/22 Receipt No. 5039032 Fee $1,600.00

Processed by AJ Date WR DM Date 4-19-2022

Notice of Security Interest in Water Rights
Bettencourt Dairies
Loan Nos. 200467 and 201370
113469200 0053564-00544

SUPPORT DATA
IN FILE # 36-2232

EXHIBIT A	
36-10098	36-4001
36-10319	36-4050
36-10320	36-4117
36-10321	36-4151A
36-10362	36-4151B
36-10363	36-7291C
36-10395	36-7291D
36-10397	36-7363A
36-10433	36-7387A
36-10692	36-7387C
36-10734	36-7387D
36-10735	36-7450A
36-10736	36-7592
36-10899	36-7650A
36-11070	36-7736
36-15088	36-7871
36-15095	36-7939A
36-15181	36-7939B
36-16256	36-8305
36-16258	36-8362
36-16260	36-8367
36-16262	36-8803
36-16264	
36-16266	
36-16268	
36-16270	
36-16272	
36-16274	
36-16276	
36-16278	
36-16280	
36-16282	
36-16284	
36-16653	
36-2232	
36-2312D	
36-2445	
36-2474A	
36-2535	
36-2545	
36-2610	
36-2720	

**** Not processed:**
36-2445 (not appurtenant to land on the deeds submitted)
36-10395 (Status = forfeited per 2021 Approved Transfer)

TWIN FALLS COUNTY
RECORDED FOR:
TITLEONE - TWIN FALLS
10:35:02 AM 12-23-2021
2021029937
NO. PAGES 22 FEE: $45.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: SB
Electronically Recorded by Simplifile

AFTER RECORDING, MAIL TO:
Metropolitan Life Insurance Company
Western Regional Office
205 E. River Park Circle, Suite 430
Fresno, California 93720

Loan Nos. 200467 and 201370

19344773-4

(SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY)

SUPPLEMENT AND AMENDMENT TO AMENDED AND RESTATED MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING AND RELATED LOAN DOCUMENTS
(To be executed in triplicate for concurrent recording in Gooding, Jerome and Twin Falls Counties, Idaho)

THIS SUPPLEMENT AND AMENDMENT TO AMENDED AND RESTATED MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (this "**Agreement**") is made as of December 23, 2021 (the "**Effective Date**") by BETTENCOURT DAIRIES, LLC, an Idaho limited liability company, L & S LAND HOLDINGS, LLC, an Idaho limited liability company, and LUIS M BETTENCOURT and SHARON BETTENCOURT, husband and wife, individually and as Trustees of THE LUIS M. AND SHARON BETTENCOURT 2008 TRUST, U/A/D MARCH 5, 2008 (collectively, the "**Borrower**") in favor of METLIFE REAL ESTATE LENDING LLC, a Delaware limited liability company ("**Lender**").

RECITALS

A. Borrower has borrowed a loan principal sum of One ("**Loan 200467**") as evidenced by that certain Secured Promissory Note dated December 17, 2019 ("**200467 Note**") and a loan in the principal sum of . ("**Loan 201370**") as evidenced by that certain Secured Promissory Note dated July 1, 2021 ("**201370 Note**"), the 200467 Note and the 201370 Note are secured by, among other things, that certain Amended and Restated Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of July 1, 2021 as recorded July 2, 2021 in the Official Records of Gooding County, Idaho as Instrument No. 273735, in the Official Records of Jerome County, Idaho as Instrument No. 2213867 and in the Official Records of Twin Falls County, Idaho as Instrument No. 2021016025 (the "**Mortgage**"), encumbering certain real and personal property located in Gooding, Jerome and Twin Falls Counties, Idaho as more particularly described therein (the "**Property**"). Capitalized terms used and not otherwise defined herein shall have the meanings specified in the Mortgage.

AFTER RECORDING, MAIL TO:
Metropolitan Life Insurance Company
Western Regional Office
205 E. River Park Circle, Suite 430
Fresno, California 93720

Instrument # 275943
GOODING COUNTY, GOODING, IDAHO
12-23-2021 10:45:15 No. of Pages: 22
Recorded for: TITLEONE - TWIN FALLS
DENISE GILL Fee: $45.00
Ex-Officio Recorder Deputy: JG
Electronically Recorded by Simplifile

Loan Nos. 200467 and 201370

19344773-4

(SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY)

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Instrument # 2217546
JEROME COUNTY, JEROME, IDAHO
12-23-2021 10:17:36 AM No. of Pages: 22
Recorded for: TITLEONE - TWIN FALLS
MICHELLE EMERSON Fee: $45.00
Ex-Officio Recorder Deputy: jw
Electronically Recorded by Simplifile

AFTER RECORDING, MAIL TO:
Metropolitan Life Insurance Company
Western Regional Office
205 E. River Park Circle, Suite 430
Fresno, California 93720

Loan Nos. 200467 and 201370

19344773-4

(SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY)

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(To be executed in triplicate for concurrent recording in Gooding, Jerome and Twin Falls Counties, Idaho)

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RECITALS

A. Borrower has borrowed a loan principal sum of ("**Loan 200467**") as evidenced by that certain Secured Promissory Note dated December 17, 2019 ("**200467 Note**") and a loan in the principal sum of ("**Loan 201370**") as evidenced by that certain Secured Promissory Note dated July 1, 2021 ("**201370 Note**"), the 200467 Note and the 201370 Note are secured by, among other things, that certain Amended and Restated Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of July 1, 2021 as recorded July 2, 2021 in the Official Records of Gooding County, Idaho as Instrument No. 273735, in the Official Records of Jerome County, Idaho as Instrument No. 2213867 and in the Official Records of Twin Falls County, Idaho as Instrument No. 2021016025 (the "**Mortgage**"), encumbering certain real and personal property located in Gooding, Jerome and Twin Falls Counties, Idaho as more particularly described therein (the "**Property**"). Capitalized terms used and not otherwise defined herein shall have the meanings specified in the Mortgage.

B. Borrower has requested that Lender consent to the addition of real property acquired or to be acquired by Borrower concurrently with the execution hereof (the "**Additional Property**") as described on Exhibit A attached hereto.

C. Borrower and Lender desire to amend the Mortgage to provide that the Mortgage secures the Additional Property and for such other matters as set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, it is agreed as follows:

1. Status of Loans 200467 and 201370 and Ratification. The 200467 Note, the 201370 Note, the Mortgage and all other Loan Documents executed in connection therewith are hereby confirmed by Borrower as being in full force and effect and Borrower acknowledges that it has no defenses or offsets to any of its obligations thereunder and that Borrower has performed all of its obligations thereunder to this date.

2. Amendment to Mortgage.

(a) The definition of "Property" in the Mortgage is hereby revised to include the Additional Property. All references in the Mortgage to the Property shall hereafter include the Additional Property.

(b) The definition of "Water Rights" as shown on Exhibit C of the Mortgage is hereby revised to include the water rights shown on Exhibit B attached hereto and incorporated herein.

(c) To secure repayment of the indebtedness evidenced by the 200467 Note and the 201370 Note, Borrower irrevocably and unconditionally mortgages, warrants, grants, bargains, sells and conveys to Lender, with right of entry and possession, all of Borrower's estate, right, title and interest which Borrower now has or may later acquire in the Property, including the Additional Property.

3. Secured Obligations. The Mortgage, as modified and supplemented hereby, shall continue to secure the indebtedness evidenced by the 200467 Note, the 201370 Note and the other obligations set forth in the Mortgage.

4. Amendment of Loan Documents. All references to the Mortgage in the Loan Documents shall be to the Mortgage, as amended hereby.

5. Reaffirmation. Except as expressly set forth herein, the Mortgage and the other Loan Documents shall remain unmodified and in full force and effect, and Borrower hereby affirms and reaffirms, as applicable, each and every of the terms and provisions of the

Mortgage and the other Loan Documents, as originally set forth therein, and the grant of all liens and security interests as to the real and personal property encumbered by the lien of the Mortgage, as amended hereby.

6. Release of Mortgagee. Effective as of the date hereof, Borrower hereby releases Lender and its subsidiaries, affiliates, agents, and employees, from and against any liabilities, damages, expenses, including attorneys' fees, and claims of any sort ("**Claims**") arising from or concerning either the obligations secured by the Mortgage as amended hereby, or the negotiation, preparation, or execution of this Agreement and the documents and agreements referred to herein. This release is intended to cover all such Claims existing as of the date hereof, whether known or unknown, suspected or unsuspected, or matured or contingent. Borrower acknowledges that there is a risk that they may in the future suffer loss, damage, or injury in some way related to Claims hereby released, including Claims presently unknown or unsuspected, and, upon the advice of their respective counsel, each party agrees to accept such risk. The releases set forth in this Section 6 are given as a material inducement to Lender to enter into this Agreement.

7. No Subordination. This Agreement does not constitute nor is it intended to be or create a subordination of the lien of the Mortgage to any other lien on or interest in the property encumbered thereby whether created or recorded before or after the Mortgage.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

9. Counterparts. This Agreement may be executed in two or more counterparts, all of which shall constitute but one and the same instrument. The signature pages of exact copies of this Agreement may be attached to one copy to form one complete document. Each executed counterpart of this Agreement shall be deemed an original and may be recorded in any county in which any portion of the Property is located.

11. Consent Limited; No Waiver. Lender's consent in this Agreement is limited to this transaction only, and this Agreement shall not constitute a waiver or modification of any terms, provisions or requirements of the Loan Documents in any respect except as herein specifically set forth or as otherwise expressly agreed to by Lender in writing, including any conditions to or fees which may be imposed for any future transfer or conveyance of the Property or any interest in the Borrower.

[Signatures follow on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

BORROWER:

BETTENCOURT DAIRIES, LLC,
an Idaho limited liability company

By: _____
Name: Luis M Bettencourt
Its: Authorized Representative

L & S LAND HOLDINGS, LLC,
an Idaho limited liability company

By: _____
Name: Luis M Bettencourt
Its: Authorized Representative

_____
LUIS M BETTENCOURT, Individually and as a Trustee of THE LUIS M. AND SHARON BETTENCOURT 2008 TRUST, U/A/D MARCH 5, 2008

_____
SHARON BETTENCOURT, Individually, and as a Trustee of THE LUIS M. AND SHARON BETTENCOURT 2008 TRUST, U/A/D MARCH 5, 2008

[signatures continue on following pages]

LENDER:

METLIFE REAL ESTATE LENDING LLC,
a Delaware limited liability company

By: MetLife Investment Management, LLC,
its investment manager

By: Jonathan B. Dressler
Name: Jonathan B. Dressler
Its: Authorized Signatory and Director

ACKNOWLEDGMENTS

State of Idaho

County of Jerome

This record was acknowledged before me on December 21, 2021, by Luis M Bettencourt as Authorized Representative of Bettencourt Dairies, LLC, an Idaho limited liability company

Laury Lamb
Signature of Notary Public

LAURY LAMB
COMMISSION #41905
NOTARY PUBLIC
STATE OF IDAHO

(stamp)

Residing In: Jerome, Idaho
My Commission Expires: 04/02/2022

State of Idaho

County of Jerome

This record was acknowledged before me on December 21, 2021, by Luis M Bettencourt as Authorized Representative of L & S Land Holdings, LLC an Idaho limited liability company

Laury Lamb
Signature of Notary Public

LAURY LAMB
COMMISSION #41905
NOTARY PUBLIC
STATE OF IDAHO

(stamp)

Residing In: Jerome, Idaho
Commission Expires: 04/02/2022

My Commission Expires:

[*Acknowledgements continue on following page.*]

State of Idaho

County of Jerome

This record was acknowledged before me on December 21, 2021, by LUIS M.BETTENCOURT, Individually and as a Trustee of THE LUIS M. AND SHARON BETTENCOURT 2008 TRUST, U/A/D MARCH 5, 2008.

Laury Lamb
Signature of Notary Public

LAURY LAMB
COMMISSION #41905
NOTARY PUBLIC
STATE OF IDAHO

(stamp)

Residing In: Jerome, Idaho
Commission Expires: 04/02/2022
My Commission Expires:

State of Idaho

County of Jerome

This record was acknowledged before me on December 21, 2021, by SHARON BETTENCOURT, Individually and as a Trustee of THE LUIS M. AND SHARON BETTENCOURT 2008 TRUST, U/A/D MARCH 5, 2008.

Laury Lamb
Signature of Notary Public

LAURY LAMB
COMMISSION #41905
NOTARY PUBLIC
STATE OF IDAHO

(stamp)

Residing In: Jerome, Idaho
My Commission Expires: Commission Expires: 04/02/2022

[*Acknowledgements continue on following page.*]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF Fresno)

On December 21, 2021 before me, Erin E Thorpe, Notary Public, personally appeared Jonathan B. Dressler, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Erin E Thorpe (seal)

NRO1 ERIN E. THORPE
COMM. #2311628
Notary Public - California
Fresno County
My Comm. Expires Dec. 4, 2023 NRO1

EXHIBIT A

LEGAL DESCRIPTION OF ADDITIONAL PROPERTY

TRACT L (Box Canyon)-Phase 1

PARCEL NO. 1:

(Parcel No. 8 of LOP)

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

Section 25: The South one-half of the Southwest Quarter; and the South one-half of the North one-half of the Southwest Quarter:

EXCEPTING THEREFROM a portion of the South one-half of the North one-half of the Southwest Quarter more particularly described as follows:

Commencing at the West quarter corner of said Section 25;
Thence South 0°01'46" West along the Westerly boundary of said Section 25 for 659.86 feet to the TRUE POINT OF BEGINNING;
Thence South 89°54'14" East, 370.00 feet;
Thence South 0°01'46" West, 58.00 feet;
Thence North 89°54'14" West, 370.00 feet to a point on the Westerly boundary of said Section 25;
Thence North 0°01'46" East along the Westerly boundary of said Section 25 for 58.00 feet to the TRUE POINT OF BEGINNING.

S½SE¼, EXCEPTING THEREFROM that part of the SW¼SE¼, described as follows:
Beginning at the Southeast corner of said Section 25;

Thence North 89°47' West, 1395.08 feet along the Southerly boundary of Section 25, to THE TRUE POINT OF BEGINNING;
Thence North 0°13' East, 203.75 feet;
Thence North 89°47' West, 1069.00 feet;
Thence South 0°13' West, 203.75 feet to a point in the Southerly boundary of Section 25;
Thence South 89°47' East, 1069.00 feet along the Southerly boundary of Section 25, to THE TRUE POINT OF BEGINNING.

PARCEL NO. 2:

(Parcel No. 9 of LOP)

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

Section 25: The South one-half of the Northwest Quarter; the North one-half of the North one-half of the Southwest Quarter and part of the South one-half of the North one-half of the Southwest Quarter, more particularly described as follows:

Commencing at the West quarter corner of said Section 25;

Thence South 0°01'46" West along the Westerly boundary of said Section 25 for 659.86 feet to the TRUE POINT OF BEGINNING;
Thence South 89°54'14" East, 370.00 feet;
Thence South 0°01'46" West, 58.00 feet;
Thence North 89°54'14" West, 370.00 feet to a point on the Westerly boundary of said Section 25;
Thence North 0°01'46" East along the Westerly boundary of said Section 25 for 58.00 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 3:

(Parcel No. 10 of LOP)

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO
Section 25: That part of the SW¼SE¼, described as follows:

Beginning at the Southeast corner of said Section 25;
Thence North 89°47' West, 1395.08 feet along the Southerly boundary of Section 25, to THE TRUE POINT OF BEGINNING;
Thence North 0°13' East, 203.75 feet;
Thence North 89°47' West, 1069.00 feet;
Thence South 0°13' West, 203.75 feet to a point in the Southerly boundary of Section 25;
Thence South 89°47' East, 1069.00 feet along the Southerly boundary of Section 25, to THE TRUE POINT OF BEGINNING.

PARCEL NO. 4:

(Parcel No. 11 of LOP)

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

Section 25: The Northwest Quarter of the Northwest Quarter

PARCEL NO. 5:

(Parcel No. 13 of LOP)

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

Section 26: Part of the East one-half of the Southeast Quarter more particularly described as follows:

Commencing at the East quarter corner of said Section 26, said point lies North 00°01'46" East, 2639.45 feet from the Southeast corner of said Section 26;
Thence South 00°01'46" West, 846.67 feet along the East boundary of said Section 26 to the REAL POINT OF BEGINNING;
Thence South 00°01'46" West, 969.39 feet along the East boundary of said Section 26;
Thence North 54°25'57" West, 106.43 feet;
Thence North 58°48'34" West, 146.00 feet;
Thence North 44°26'35" West, 129.82 feet;
Thence North 60°19'24" West, 41.25 feet;

Thence South 79°57'04" West, 49.14 feet;
Thence South 44°40'19" West, 112.72 feet;
Thence South 66°56'30" West, 128.81 feet;
Thence South 71°07'29" West, 90.58 feet;
Thence North 79°04'23" West, 96.36 feet;
Thence North 87°48'49" West, 63.37 feet;
Thence North 36°55'13" East, 353.90 feet;
Thence North 24°50'16" East, 256.76 feet;
Thence North 12°18'57" East, 251.63 feet;
Thence North 00°01'57" East, 103.46 feet;
Thence North 89°49'48" East, 454.34 feet to the REAL POINT OF BEGINNING.

PARCEL NO. 6:

(Parcel No. 14 of LOP)

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

Section 26: Part of the Southeast Quarter of the Northeast Quarter and part of the Northeast Quarter of the Southeast Quarter more particularly described as follows:

Commencing at the Southeast corner of said Section 26, from which the East quarter corner of Section 26 bears North 00°01'46" East, 2639.45 feet;
Thence North 00°01'46" East along the East boundary of the Southeast Quarter of said Section 26 for a distance of 1792.78 feet to the TRUE POINT OF BEGINNING;
Thence South 89°49'48" West for a distance of 454.34 feet;
Thence North 00°01'57" East for a distance of 152.94 feet;
Thence North 12°33'36" West for a distance of 246.13 feet;
Thence North 26°01'14" West for a distance of 264.54 feet;
Thence North 37°35'53" West for a distance of 209.32 feet;
Thence North 42°53'28" West for a distance of 308.14 feet;
Thence North 78°17'15" West for a distance of 364.43 feet;
Thence North 89°40'48" West for a distance of 1.26 feet to a point on the West boundary of the Southeast Quarter of the Northeast Quarter of said Section 26;
Thence North 00°01'27" East along the West boundary of the Southeast Quarter of the Northeast Quarter of Section 26 for a distance of 1072.04 feet to the Northwest corner of the Southeast Quarter of the Northeast Quarter of said Section 26;
Thence South 89°57'54" East along the North boundary of the Southeast Quarter of the Northeast Quarter of said Section 26 for a distance of 1320.02 feet to the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 26;
Thence South 00°01'46" West along the East boundary of the Southeast Quarter of the Northeast Quarter of said Section 26 for a distance of 1319.72 feet to the East quarter corner of said Section 26;
Thence continuing South 00°01'46" West along the East boundary of the Northeast Quarter of the Southeast Quarter of said Section 26 for a distance of 846.67 feet to the TRUE POINT OF BEGINNING.

TRACT M (Box Canyon) - Phase 2

PARCEL NO. 1:

(Parcel NO. 1 of LOP)

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

Section 11: SE¼SW¼; SW¼SE¼;

PARCEL NO. 2:

(Parcel No. 2 of LOP)

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

Section 11: SW¼SW¼, EXCEPTING THEREFROM that portion of land deeded to the State of Idaho by Quitclaim Deed dated December 5, 1941, recorded December 12, 1941 in Book 33 Page 227 as Instrument Number 82315, Gooding County records.
AND EXCEPTING THEREFROM that portion deeded to the State of Idaho by Right of Way Deed dated February 13, 1942, recorded March 26, 1942 in Book 33 Page 296 as Instrument Number 83505, Gooding County records.

PARCEL NO. 3:

(Parcel No. 3 of LOP)

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

Section 11: NE¼SW¼; AND that part of the NW¼SW¼, described as follows:
Beginning at a point 350 feet North of the Southwest corner of said NW¼SW¼;
Thence South to the Southwest corner thereof;
Thence East to the Southeast corner of said NW¼SW¼;
Thence North to the center line of the W 28 Canal of the North Side Canal Company;
Thence following the center line of said Canal to a point straight East of THE POINT OF BEGINNING;
Thence West to THE POINT OF BEGINNING.
EXCEPT a strip of land 25 feet wide across the South side of the NW¼SW¼, as set forth in Quitclaim Deed recorded April 10, 1926 in Book
18 Deeds Page 205, AND EXCEPT highway right of way as set forth
in Deeds to State of Idaho, as follows:
a. Recorded November 15, 1941 in Book 33 Deeds Page 190,
b. Recorded December 10, 1941 in Book 33 Deeds Page 210, records of Gooding County, Idaho.
c. Dated December 5, 1941, recorded December 12, 1941 in Book 33 Deeds Page 227, Gooding County records.

PARCEL NO. 4:

(Parcel No. 4 of LOP)

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

Section 11: NW¼SE¼, EXCEPT a tract of land described as follows:
Beginning at the Northeast corner of said NW¼SE¼;

Thence South along the East boundary of said NW¼SE¼, 560 feet;
Thence Northwesterly to a point 560 feet West of the Northeast corner of said NW¼SE¼;
Thence East along the North boundary of said NW¼SE¼, 560 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 5:

(Parcel No. 5 of LOP)

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

Section 15: W½SW¼

PARCEL NO. 6:

(Parcel No. 12 of LOP)

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

Section 25: N½NE¼, NE¼NW¼

TRACT N (Box Canyon) - Phase 3

PARCEL NO. 1:

(Parcel No. 15 of LOP)

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

Section 26: NW¼NE¼;

PARCEL NO. 2:

(Parcel No. 16 of LOP)

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

Section 26: That part of the SW¼NE¼, described as follows:
Commencing at the East quarter corner of Section 26, said point lies South 0°01'46" West, 2639.45 feet from the Northeast corner of Section 26;
Thence North 00°01'46" East along the East boundary of the SE¼NE¼, 1319.72 feet to the Northeast corner of SE¼NE¼, Section 26;
Thence North 89°57'54" West along the North boundary of the SE¼NE¼, 1320.02 feet to the Northeast corner of said SW¼NE¼, which is THE REAL POINT OF BEGINNING;
Thence North 89°57'54" West along the North boundary of the SW¼NE¼,1320.02 feet to the Northwest corner of said SW¼NE¼;
Thence South 00°01'06" West along the West boundary of the SW¼NE¼, 1060.69 feet;
Thence South 89°28'21" East, 1319.96 feet to the East boundary of the SW¼NE¼;

Thence North 00°01'27" East along the East boundary of the SW¼NE¼, 1072.04 feet to THE REAL POINT OF BEGINNING.

PARCEL NO. 3:

(Parcel No. 17 of LOP)

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

Section 26: NE¼NW¼;

PARCEL NO. 4:

(Parcel No. 18 of LOP)

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

Section 26: NE¼NE¼

PARCEL NO. 5:

(Parcel 25 of LOP)

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

Section 35: W½SW¼NE¼;

PARCEL NO. 6:

(Parcel No. 26 of LOP)

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

Section 35: SE¼NE¼; E½SW¼NE¼ and N½NE¼ excepting NE¼NE¼NE¼NE¼

PARCEL NO. 7:

(Parcel No. 27 of LOP)

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

Section 35: NE¼NE¼NE¼NE¼

TRACT O (Box Canyon) - Phase 4

PARCEL NO. 1:

(Parcel No. 6 of LOP)

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO
Section 24: SW¼

PARCEL NO. 2:

(Parcel No. 7 of LOP)

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO
Section 24: N½SE¼;

PARCEL NO. 3:

(Parcel No. 19 of LOP)

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING COUNTY IDAHO
Section 27: Part of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter more particularly described as follows:

Commencing at the Southwest corner of said Section 27 from which the West quarter corner of said Section 27 bears North 00°01'07"
West, 2638.27 feet;
Thence North 00°01'07" West along the West boundary of the Southwest Quarter of the Southwest Quarter of said Section 27 for a distance of 994.88 feet to the TRUE POINT OF BEGINNING;
Thence continuing North 00°01'07" West along the West boundary of the Southwest Quarter of said Section 27 for a distance of 1643.39 feet to the West quarter corner of said Section 27;
Thence South 89°44'54" East along the North boundary of the Southwest Quarter of said Section 27 for a distance of 2073.06 feet;
Thence South 31°30'43" West for a distance of 231.48 feet;
Thence South 01°05'19" West for a distance of 485.49 feet;
Thence South 52°10'10" West for a distance of 101.35 feet;
Thence South 02°23'34" East for a distance of 787.29 feet;
Thence South 22°36'10" East for a distance of 348.78 feet;
Thence South 46°50'02" East for a distance of 1038.64 feet;
Thence South 01°24'08" West for a distance of 77.45 feet to a point on the South boundary of the Southwest Quarter of the Southeast Quarter of said Section 27;
Thence North 89°40'35" West along the South boundary of the Southwest Quarter of the Southeast Quarter of said Section 27 for a distance of 133.19 feet to the South quarter corner of said Section 27;
Thence North 89°45'00" West along the South boundary of the Southeast Quarter of the Southwest Quarter of said Section 27 for a distance of 1013.65 feet;
Thence North 44°16'02" West for a distance of 150.90 feet;
Thence South 66°48'41" West for a distance of 217.51 feet to a point on the West boundary of the Southeast Quarter of the Southwest Quarter of said Section 27;
Thence North 00°29'41" West along the West boundary of the Southeast Quarter of the Southwest Quarter of said Section 27 for a distance of 505.27 feet;
Thence South 79°05'12" West for a distance of 499.53 feet;
Thence North 84°40'14" West for a distance of 463.66 feet;
Thence North 24°54'40" West for a distance of 309.53 feet;
Thence North 48°52'19" West for a distance of 186.62 feet;
Thence North 46°01'57" West for a distance of 105.46 feet;
Thence North 30°50'14" West for a distance of 57.28 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 4:

(Parcel No. 20 of LOP)

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO
Section 28: Part of the E½SE¼, described as follows:

Commencing at the East quarter corner of said Section 28;
Thence North 89°49' West for a distance of 1,217.00 feet to the Easterly rim of Blind Canyon;
Thence South 1°18'45" East for a distance of 437.42 feet;
Thence South 1°03'45" East for a distance of 184.68 feet;
Thence South 15°59'45" East for a distance of 176.00 feet;
Thence South 32°41'30" East for a distance of 150.70 feet;
Thence South 49°35' East for a distance of 222.50 feet;
Thence South 80°36' East for a distance of 440.24 feet;
Thence South 49°53'30" East for a distance of 295.51 feet;
Thence South 50°24'15" East for a distance of 140.57 feet;
Thence South 39°21'15" East for a distance of 190.08 feet;
Thence North 00°33'15" East for a distance of 1,557.25 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 5:

(Parcel No. 21 of LOP)

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO
Section 33: That part of Lot 1, SW¼NE¼ and NW¼SE¼ described as follows:

Commencing at the Northeast corner of said Section 33;
Thence North 89°49' West along the North boundary of Section 33, 1322.0 feet to the Northeast corner of Lot 1, said point being the TRUE POINT OF BEGINNING;
Thence South 0°11' West along the East boundary of Lot 1, the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Southeast Quarter 3963.2 feet to the Southeast corner of the Northwest Quarter of the Southeast Quarter;
Thence North 89°46' West along the South boundary of the Northwest Quarter of the Southeast Quarter, 1197.8 feet;
Thence North 4°51' East, 573.2 feet;
Thence North 64°15' East, 355.1 feet;
Thence North 22° 35' East, 641.0 feet;
Thence North 5°10' East, 276.7 feet;
Thence North 7°46' East, 893.0 feet;
Thence North 20°56' West, 908.6 feet;
Thence North 0°07' West, 634.9 feet, more or less, to the North Boundary of Section 33;
Thence East along the North boundary of Section 33 to the TRUE POINT OF BEGINNING.

PARCEL NO. 6:

(Parcel No. 22 of LOP)

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO
Section 33: E½NE¼;

PARCEL NO. 7:

(Parcel No. 23 of LOP)

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO
Section 34: NW¼, EXCEPTING THEREFROM part of the NE¼NW¼, described as follows:

Beginning at the Northeast corner of said Northeast Quarter of the Northwest Quarter;
Thence South 0°10'4" West, 722.57 feet to the center of a natural drainage course called "The Coulee";
Thence North 55°18'57" West to the intersection with the Northerly boundary of said Northeast Quarter of the Northwest Quarter;
Thence South 89°37'28" East, 1056.28 feet to THE POINT OF BEGINNING.

PARCEL NO. 8:

(Parcel No. 24 of LOP)

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO
Section 34: N½NE¼, EXCEPTING THEREFROM a tract of land for highway purposes as set forth in Right of Way Deed to the West Point Highway District No. 4, dated March 19, 1951, recorded March 29, 1951 in Book 44 Deeds Page 292, Gooding County records.

PARCEL NO. 9:

(Parcel No. 28 of LOP)

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO
Section 35: Being all that certain tract or parcel of land situated in the SE¼, being more particularly described by metes and bounds as follows:

Commencing at the Southeast corner of the aforementioned Section 35;
Thence North 89°29'41" West, 708.83 feet to the Southeast corner and POINT OF BEGINNING of the herein described tract;
Thence North 89°29'41" West, 1939.34 feet along and with the section line to the South ¼ corner of Section 35. Said point also being the Southwest corner of the herein described tract;
Thence North 00°32'02" East, 1743.42 feet along and with the West line of the SE¼ of Section 35 to the most Westerly Northwest corner of the herein described tract;
Thence North 39°32'20" East, 87.70 feet;
Thence North 48°07'45" East, 187.15 feet;
Thence North 19°54'34" East, 177.68 feet;
Thence North 18°39'26" East, 90.94 feet;
Thence North 37°27'34" East, 111.87 feet;
Thence North 50°39'36" East, 230.48 feet;
Thence North 57°15'28" East, 176.37 feet;
Thence North 65°51'08" East, 205.76 feet;
Thence North 02°05'45" East, 31.72 feet;
Thence South 89°29'22" East, 923.53 feet;
Thence South 04°44"45" East, 22.07 feet;
Thence South 64°45'30" East, 175.98 feet;
Thence South 55°06'11" East, 172.41 feet;
Thence South 30°56'17" East, 121.81 feet;
Thence South 13°49'49" East, 125.29 feet;

Thence South 29°01'59" East, 53.93 feet;
Thence South 53°23'24" East, 74.70 feet;
Thence North 89°25'49" East, 126.49 feet;
Thence South 22°11'50" East, 121.34 feet;
Thence South 27°22'52" East, 173.80 feet;
Thence South 19°56'58" East, 229.65 feet;
Thence East, 42.02 feet;
Thence South 00°28'37" West, 702.77 feet;
Thence West, 43.86 feet;
Thence South 18°41'33" West, 59.80 feet;
Thence South 28°57'27" West, 278.91 feet;
Thence South 37°55'17" West, 273.96 feet;
Thence South 46°25'36" West, 218.39 feet;
Thence South 54°50'57" West, 194.02 feet;
Thence South 42°31'34" West, 29.21 feet;
Thence South 16°50'30" West, 26.95 feet;
Thence South 03°31'59" West, 95.45 feet;
Thence South, 25.00 feet to the POINT OF BEGINNING.

PARCEL NO. 10:

(Parcel No. 29 of LOP)

TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO
Section 19: Lot 4, EXCEPT that part lying North of the "S-22" Canal of the North Side Canal Company System.

PARCEL NO. 11:

(Parcel No. 30 of LOP)

TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO
Section 19: Lots 1, 2, and 3; E½NW¼; and that part of the NE¼SW¼ described as follows:

Commencing at the Northeast corner of the NE¼SW¼ of Section 19, the real point of beginning;
Thence South 00°01'20" West along the East boundary of the NE¼SW¼ a distance of 1098.26 feet to a point marked by a ½ inch iron pin with a cap marked LS No. 884;
Thence North 89°45'02" West a distance of 616.70 feet to a point marked by a ½ inch iron pin with a cap marked LS No. 884;
Thence South 71°01'10" West a distance of 461.62 feet to a point marked by a ½ inch iron pin with a cap marked LS No. 884;
Thence North 89°45'02" West a distance of 267.72 feet to a point on the West boundary of the NE¼SW¼ marked by a ½ inch iron pin with a cap marked LS No. 884;
Thence North 00°02'00" East along the West boundary of the NE¼SW¼ a distance of 1249.60 feet to the Northwest corner of the NE¼SW¼;
Thence South 89°46'52" East along the North boundary of the NE¼SW¼ a distance of 1320.64 feet to a point, which point is the real point of beginning.

TOGETHER WITH a permanent nonexclusive road easement 25 feet in width as created in Warranty Deed dated May 3, 2000, recorded May 3, 2000 as Instrument Number 185662, Gooding County records, over the area more particularly described below:

Commencing at the Northeast corner of the NE¼SW¼ of Section 19, the real point of beginning;
Thence South 00°01'20" West along the East boundary of the NE¼SW¼ a distance of 1098.26 feet to a point marked by a ½ inch iron pin with a cap marked LS No. 884;
Thence North 89°45'02" West a distance of 616.70 feet to a point marked by a ½ inch iron pin with a cap marked LS No. 884;
Thence South 71°01'10" West a distance of 461.62 feet to a point marked by a ½ inch iron pin with a cap marked LS No. 884;
Thence North 89°45'02" West a distance of 242.72 feet to a point, the real point of beginning;
Thence continuing North 89°45'02" West a distance of 25 feet to a point on the West boundary of the NE¼SW¼ marked by a ½ inch iron pin with a cap marked LS No. 884;
Thence South 00°02'00" West along the West boundaries of the NE¼SW¼ and the SE¼SW¼ a total distance of 1387.58 feet to a point on the South boundary of Section 19, which point is in a public road;
Thence in the public road and along the South boundary of Section 19 South 89°43'12" East a distance of 25 feet to a point;
Thence North 00°02'00" East a distance of 1387.58 feet, more or less, to a point, which point is the real point of beginning.

PARCEL NO. 12:

(Parcel No. 31 of LOP)

TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO
Section 31: E½SE¼; NE¼, EXCEPTING THEREFROM a parcel of land located in the NW¼NE¼ more particularly described as follows:

Commencing at the Northwest corner of the NW¼NE¼, said point being the REAL POINT OF BEGINNING;
Thence South 89°52'00" East 888.39 feet along the Northerly boundary of said NW¼NE¼;
Thence Southwesterly 1301.51 feet along a curve to the left having a central angle of 53°38'54"; a radius of 1390.00 feet; a tangent of 702.88 feet and a long chord bearing and distance of South 45°25'10" West 1254.49 feet;
Thence North 0°04'00" West 882.62 feet along the Westerly boundary of said NW¼NE¼ to the REAL POINT OF BEGINNING

Lot 2, EXCEPTING THEREFROM the following described tract;
Beginning at the Northwest corner of said Lot 2;
Thence South 521.00 feet along the West boundary of said Lot 2;
Thence South 89°52' East, 418.00 feet;
Thence North, 521.00 feet to the North line of said Lot 2;
Thence North 89°52' West, 418.00 feet to the point of beginning.
Lot 3; SE¼NW¼, NE¼SW¼, NW¼SE¼;
The North 447.80 feet of Lot 4;
The North 447.80 feet of the SE¼SW¼;
The North 447.80 feet of the SW¼SE¼;
EXCEPTING THEREFROM a portion of Lots 2, 3, and 4, of Section 31, deeded to West Point Highway District No. 4 by Warranty Deed dated July 9, 1993, recorded July 22, 1993, as Instrument Number 153454, Gooding County records, more particularly described as follows;
A parcel of land being on both sides of the centerline of the Clear Lakes Grade Highway, Project No. RS-2709(6) Highway Survey as shown on the plans thereof now in file in the office of the Idaho Transportation Department, and being a portion of Government Lots 2,3, and 4 of Section 31, Township 8 South, Range 15 East Boise Meridian, and is a portion of Parcel 28B as

described in that certain Warranty Deed dated May 18, 1989, recorded May 30, 1989, as Instrument Number 136804, records of Gooding County, Idaho, more particularly described as follows:

Commencing at the Southwest corner of Section 31, Township 8 South, Range 15 East Boise Meridian, which bears North 89°16'10"West -75.00 feet from Station 68+68.10 of said Clear Lakes Grade Highway, Project No. RS-2709(6) Highway Survey;
Thence North 0°43'50" East along the West line of said Section 31 a distance of 875.0 feet to the Northwest corner of the South 875.0 feet of Government Lot 4 of said Section 31 which bears North 89°51'42" West - 71.94 feet from Station 77+43.89 of said Highway Survey and being the Real Place of Beginning;
Thence continuing North 0°43'50" East along said West line 2569.88 feet to the Southwest corner of the tract of land as described in that certain Warranty Deed dated February 14, 1919, and recorded as Instrument Number 19712, records of said Gooding County which bears North 89°32'19" West - 25.64 feet from Station 103+13.62 of said Highway Survey;
Thence South 89°15'09" East along the South line of said tract 85.64 feet to a point in a line parallel with and 60.0 feet Easterly from the centerline and radially from Station 103+13.07 of said Highway Survey;
Thence along said parallel line as follows:

Southerly along a 57,235.78 foot radius curve left 1160.24 feet to a point opposite Station 91+51.68 of said Highway Survey;
South 0°42'08" East - 567.23 feet to a point opposite Station 85+84.45 of said Highway Survey;
Southerly along a 57,355.98 foot radius curve right 842.66 feet to a point in the North line of the South 875.0 feet of said Government Lot 4 that bears South 89°51'38" East from Station 77+42.78 of said Highway Survey;
Thence North 89°20'55" West along said North line 131.95 feet to the Real Place of Beginning.

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

Section 31: A parcel of land for county road right of way purposes being generally described as a strip of land adjacent to and along the North boundary of a portion of the NW¼NE¼ and NE¼NE¼, being more specifically described as follows:

The North thirty (30) feet of the East 1758 feet more or less of the NW¼NE¼ and NE¼NE¼ except the North twenty-five (25) feet and the East twenty-five (25) feet thereof as described in Warranty Deed Instrument Number 175569 in Section 31, Township 8 South, Range 15 East Boise Meridian from Bob Barton Highway Project Station 150+34.681 right to Bob Barton Highway Project Station 167+92.711 right.

(Basis of Bearings: The North Section line from the Northwest corner of Section 32 to the North Quarter corner of Section 32 all in Township 8 South, Range 15 East of the Boise Meridian, Gooding County, Idaho. Said Section line being on a bearing of South 89°04'33" East)

PARCEL NO. 13:

(Parcel No. 32 of LOP)

TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO
Section 31: Part of the NE¼NW¼ lying South of the North Side Canal Company "S" Coulee.

EXHIBIT B

Idaho Department of Water Resources- Water Rights	
36-10098	36-2610
36-10319	36-2720
36-10320	36-4001
36-10321	36-4050
36-10362	36-4117
36-10363	36-4151A
36-10395	36-4151B
36-10397	36-7291C
36-10433	36-7291D
36-10692	36-7363A
36-10734	36-7387A
36-10735	36-7387C
36-10736	36-7387D
36-10899	36-7450A
36-11070	36-7592
36-15088	36-7650A
36-15095	36-7736
36-15181	36-7871
36-16256	36-7939A
36-16258	36-7939B
36-16260	36-8305
36-16262	36-8362
36-16264	36-8367
36-16266	36-8803
36-16268	
36-16270	
36-16272	
36-16274	
36-16276	
36-16278	
36-16280	
36-16282	
36-16284	
36-16653	
36-2232	
36-2312D	
36-2445	
36-2474A	
36-2535	
36-2545	

EXHIBIT B CONTINUED

Northside Canal Water Summary - Box Canyon Dairies								
Water Right #	Priority Date	CFS	AF	Acres	Twn	Rng	Location	
NSCC - #25907		3.060		153.0	08S	14E	Sec. 25	Dairy #1 & #2
NSCC - #25908		0.800		40.0	08S	14E	Sec. 26	Dairy #1 & #2
NSCC - #25907		1.500		75.0	08S	14E	Sec. 25	Dairy #3
NSCC - #25908		0.860		43.0	08S	14E	Sec. 26	Dairy #4
NSCC - #25912		1.600		80.0	08S	14E	Sec. 35	Dairy #5
NSCC - #25904		1.600		80.0	08S	14E	Sec. 15	Heifer Ranch
NSCC - #25910		0.400		20.0	08S	15E	Sec. 31	Farm #1
NSCC - #25911		1.260		63.0	08S	14E	Sec. 33	Farm Tract #4
NSCC - #25912		0.160		8.0	08S	14E	Sec. 35	Farm #6
Total Acres				**562.0**				

Maline, Denise

From: Maline, Denise
Sent: Monday, April 25, 2022 8:13 AM
To: IdwrPayable
Subject: Refund Requests - TitleOne in Burley
Attachments: S039033 (refund - ownership change).pdf; S039032 (refund - security interest).pdf

Good morning,

Attached please find (2) refund requests being submitted for processing. Both refunds are going to TitleOne in Burley. Please let me know if there are any questions.

Thank you,

Denise @ Southern

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

Idaho Department of Water Resources Receipt

Receipt ID: S039032

Payment Amount	$1,600.00	Date Received	1/14/2022	Region	SOUTHERN
Payment Type	Check	Check Number	39423		
Payer	TITLEONE				
Comments	NOTICE OF SECURITY INTEREST FROM: METLIFE REAL ESTATE LENDING, LLC FOR: L&S LAND HOLDINGS, LLC. (64) WR#'S, 36-2232, ETC.				

Fee Details

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
$1,600.00	OWNERSHIP CHANGES/SECURITY INTERESTS	64140	0229	21		1155

Signature Line (Department Representative)

- Water right 36-10395 has a status of 'Forfeited', therefore security interest was not added to this right. *Refund due = $25.00*
- Security Interest was not added to water right 36-2445, as it does not belong to L & S Land Holdings LLC. *Refund due = $25.00*

Please issue a total refund of $50.00 to:

TitleOne

PO Box 177

Burley ID 83318-0177

(208) 878-3524

DM 4-22-2022

IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858
Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little **Director Gary Spackman**

April 22, 2022

L & S LAND HOLDINGS LLC
2930 S 2300 E
WENDELL ID 83355-3150

Re: Change in Ownership & Notice of Security Interest for L & S Land Holdings LLC (*See attached lists)*

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department also acknowledges receipt of correspondence amending the security interest of the above referenced water right(s) to *MetLife Real Estate Lending LLC, c/o MetLife Investment Management LLC*. The Department has modified its records and has enclosed a computer-generated report for you.

While processing these Notices, the following items were discovered:

- Metropolitan Life Insurance Company, c/o MetLife Investment Advisors is also currently listed as a security interest holder on a number of the water rights listed on Exhibit A attached to the Notice of Security Interest. This security interest was added on behalf of Box Canyon Land Holdings LLC in 2019, associated with loan #200129. If this is no longer current, this security interest can be removed with written authorization from the security interest holder.

- Water Right No. 36-10395 is listed on Exhibit A attached to the security interest, however this is no longer a valid water right. This water right is now considered forfeited per water right transfer no. 85137, which was processed in December, 2021. A refund will be processed for this overpayment.

- Exhibit A (List of Water Rights) attached to the Change in Water Ownership listed 33 water right numbers to be updated. The correct fee for this Notice is $825.00; however $850.00 was paid, resulting in an overpayment of fees.

- Water Right No. 36-2445 is listed twice on Exhibit A attached to the Change in Ownership, making this a duplicate listing. Furthermore, this water right is not appurtenant to the property owned by L & S Land Holdings LLC, and the ownership could not be changed on this water right. In addition, security interest was not added to this water right. A refund will be processed for this overpayment.

- Water Right No(s). 36-7736, 36-7939A, 36-7939B, 36-8803 and 36-10433 are currently in the name of L & S Land Holdings LLC per a change in ownership that was processed in January, 2020. A refund will be processed for this overpayment.

Per the items noted above, a refund in the amount of $250.00 will be submitted for processing and will be sent to TitleOne in Burley, Idaho under separate cover.

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

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

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

Sincerely,

Denise Maline

Denise Maline
Administrative Assistant 1

Enclosure(s)

c: Metropolitan Life Insurance Company, MetLife Investment Advisors (2019 Security Interest for Loan # 200129)
Metropolitan Life Insurance Company, MetLife Investment Management (2022 Security Interest for Loan # 200467 and 201370)
Kimberly Williams, attorney (w/o enclosures)
TitleOne, Burley (File # 21436651 & 19344773-4)
Water District 130

Water Rights associated with Notice of Security Interest:

WR	Number:	Process	Current Owner	Other Owner
36	2232	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest); METROPOLITAN LIFE INSURANCE COMPANY (2019 Security Interest); WILLIAMS, KIMBERLY L (Attorney)
36	2312D	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest); METROPOLITAN LIFE INSURANCE COMPANY (2019 Security Interest); WILLIAMS, KIMBERLY L (Attorney)
36	2374A	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest); METROPOLITAN LIFE INSURANCE COMPANY (2019 Security Interest); WILLIAMS, KIMBERLY L (Attorney)
36	2535	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest); METROPOLITAN LIFE INSURANCE COMPANY (2019 Security Interest); WILLIAMS, KIMBERLY L (Attorney)
36	2545	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest); METROPOLITAN LIFE INSURANCE COMPANY (2019 Security Interest); WILLIAMS, KIMBERLY L (Attorney)
36	2610	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest); METROPOLITAN LIFE INSURANCE COMPANY (2019 Security Interest); WILLIAMS, KIMBERLY L (Attorney)
36	2720	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest); METROPOLITAN LIFE INSURANCE COMPANY (2019 Security Interest); WILLIAMS, KIMBERLY L (Attorney)
36	4001	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest); METROPOLITAN LIFE INSURANCE COMPANY (2019 Security Interest); WILLIAMS, KIMBERLY L (Attorney)
36	4050	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest); METROPOLITAN LIFE INSURANCE COMPANY (2019 Security Interest); WILLIAMS, KIMBERLY L (Attorney)
36	4117	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest); METROPOLITAN LIFE INSURANCE COMPANY (2019 Security Interest); WILLIAMS, KIMBERLY L (Attorney)
36	4151A	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest); METROPOLITAN LIFE INSURANCE COMPANY (2019 Security Interest); WILLIAMS, KIMBERLY L (Attorney)
36	4151B	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest); METROPOLITAN LIFE INSURANCE COMPANY (2019 Security Interest); WILLIAMS, KIMBERLY L (Attorney)
36	7291C	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest); METROPOLITAN LIFE INSURANCE COMPANY (2019 Security Interest); WILLIAMS, KIMBERLY L (Attorney)
36	7291D	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest); METROPOLITAN LIFE INSURANCE COMPANY (2019 Security Interest); WILLIAMS, KIMBERLY L (Attorney)

36	7363A	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest); METROPOLITAN LIFE INSURANCE COMPANY (2019 Security Interest); WILLIAMS, KIMBERLY L (Attorney)
36	7387A	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest); METROPOLITAN LIFE INSURANCE COMPANY (2019 Security Interest); WILLIAMS, KIMBERLY L (Attorney)
36	7387C	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest); METROPOLITAN LIFE INSURANCE COMPANY (2019 Security Interest); WILLIAMS, KIMBERLY L (Attorney)
36	7387D	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest); METROPOLITAN LIFE INSURANCE COMPANY (2019 Security Interest); WILLIAMS, KIMBERLY L (Attorney)
36	7450A	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest); METROPOLITAN LIFE INSURANCE COMPANY (2019 Security Interest); WILLIAMS, KIMBERLY L (Attorney)
36	7592	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest)
36	7650A	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest); METROPOLITAN LIFE INSURANCE COMPANY (2019 Security Interest); WILLIAMS, KIMBERLY L (Attorney)
36	7736	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest)
36	7871	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC(Security Interest); METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); WILLIAMS, KIMBERLY L(Attorney)
36	7939A	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest)
36	7939B	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest)
36	8305	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC(Security Interest); METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); WILLIAMS, KIMBERLY L(Attorney)
36	8362	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC(Security Interest); METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); WILLIAMS, KIMBERLY L(Attorney)
36	8367	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC(Security Interest); METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); WILLIAMS, KIMBERLY L(Attorney)

36	8803	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest)
36	10098	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC(Security Interest); WILLIAMS, KIMBERLY L(Attorney)
36	10319	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC(Security Interest); METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); WILLIAMS, KIMBERLY L(Attorney)
36	10320	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC(Security Interest); METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); WILLIAMS, KIMBERLY L(Attorney)
36	10321	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC(Security Interest); METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); WILLIAMS, KIMBERLY L(Attorney)
36	10362	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC(Security Interest); METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); WILLIAMS, KIMBERLY L(Attorney)
36	10363	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC(Security Interest); METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); WILLIAMS, KIMBERLY L(Attorney)
36	10397	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC(Security Interest); WILLIAMS, KIMBERLY L(Attorney)
36	10433	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest)
36	10692	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC(Security Interest); METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); WILLIAMS, KIMBERLY L(Attorney)
36	10734	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC(Security Interest); METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); WILLIAMS, KIMBERLY L(Attorney)
36	10735	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC(Security Interest); METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); WILLIAMS, KIMBERLY L(Attorney)
36	10736	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC(Security Interest); METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); WILLIAMS, KIMBERLY L(Attorney)
36	10899	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest); METROPOLITAN LIFE INSURANCE COMPANY (2019 Security Interest)
36	11070	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest); METROPOLITAN LIFE INSURANCE COMPANY (2019 Security Interest)WILLIAMS, ROBERT E(Attorney)

36	15088	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest); METROPOLITAN LIFE INSURANCE COMPANY (2019 Security Interest)
36	15095	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest); METROPOLITAN LIFE INSURANCE COMPANY (2019 Security Interest)
36	15181	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest); METROPOLITAN LIFE INSURANCE COMPANY (2019 Security Interest)WILLIAMS, ROBERT E(Attorney)
36	16256	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest); METROPOLITAN LIFE INSURANCE COMPANY (2019 Security Interest)
36	16258	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest); METROPOLITAN LIFE INSURANCE COMPANY (2019 Security Interest)
36	16260	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest); METROPOLITAN LIFE INSURANCE COMPANY (2019 Security Interest)
36	16262	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest); METROPOLITAN LIFE INSURANCE COMPANY (2019 Security Interest)
36	16264	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest); METROPOLITAN LIFE INSURANCE COMPANY (2019 Security Interest)
36	16266	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest); METROPOLITAN LIFE INSURANCE COMPANY (2019 Security Interest)
36	16268	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest); METROPOLITAN LIFE INSURANCE COMPANY (2019 Security Interest)
36	16270	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest); METROPOLITAN LIFE INSURANCE COMPANY (2019 Security Interest)
36	16272	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest); METROPOLITAN LIFE INSURANCE COMPANY (2019 Security Interest)
36	16274	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest); METROPOLITAN LIFE INSURANCE COMPANY (2019 Security Interest)
36	16276	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest); METROPOLITAN LIFE INSURANCE COMPANY (2019 Security Interest)
36	16278	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest); METROPOLITAN LIFE INSURANCE COMPANY (2019 Security Interest)

36	16280	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest); METROPOLITAN LIFE INSURANCE COMPANY (2019 Security Interest)
36	16282	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest); METROPOLITAN LIFE INSURANCE COMPANY (2019 Security Interest)
36	16284	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest); METROPOLITAN LIFE INSURANCE COMPANY (2019 Security Interest)
36	16653	Water Right	L & S LAND HOLDINGS LLC	METLIFE REAL ESTATE LENDING LLC (2022 Security Interest); METROPOLITAN LIFE INSURANCE COMPANY (2019 Security Interest)

TitleOne
a title & escrow co.

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

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

RECEIVED
JAN 14 2022
DEPT OF WATER RESOURCES
SOUTHERN REGION

Date: January 13, 2022

Escrow No. 19344773-4

Greetings,

Enclosed please find the following:

- TitleOne Check No. 39423 in the amount of $1,600.00 for Notice of Security Interest
- Original executed Notice of Security Interest in a Water Right
- Copy of original executed Supplement and Amendment to Amended and Restated Mortgage recorded on 12/23/21 as Instrument No. 2021029937, 275943, and 2217543, records of Twin Falls, Gooding, and Jerome Co., ID

Please make the necessary changes to your records to reflect new owner and please sent a receipted copy to TitleOne, 211 W. 13th St., Burley, ID, 83318, Attn: Ashley Martinkus.

Please feel free to contact us at the number above should you have any questions.

Best Regards,
TITLEONE
Ashley Martinkus
Ag Escrow Assistant

AR/am
Enc.
FedEx