

RECEIVED

JAN 24 2022

Form 42-248(6) 2/14

Department of Water Resources
Eastern 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.

1.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
	21-13108 OK			

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

Rabo AgriFinance, LLC f/k/a Rabo AgriFinance, Inc.

14767 N Outer 40 Road, Suite 400

Chesterfield, MO 63017

Phone 208-552-6307

Email kayleen.shaw@raboag.com

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

David Tuk Nedrow, George Ty Nedrow, Cynthia Lynn Nedrow

5. Expiration Date of Notification Period

1/1/2027

6. Is this a Renewal of Request for Notification?

☒ YES

☐ NO

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

Title, if applicable


Vice President

For Office Use Only

Received by JB

Date 1/24/2022

Receipt No. 5047726

Fee \$25.-

Processed by AJ

Date

WR JB

Date 2/1/2022

INSTRUCTIONS

This form has been prepared to assist persons having a security interest in a water right to request notification from the Department of Water Resources (IDWR) regarding any change in ownership of the water right or of any proposed or final action to amend, transfer or otherwise modify the water right as provided in Section 42-248(6), Idaho Code. The filing of a request for notification is a voluntary action by the holder of the security interest and is not required by law.

1. Please enter the water right or adjudication claim number(s) at **Item 1**. If you believe there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If claims for the rights are required, and have not been filed, IDWR will so advise you.
2. The information described at **Item 2** is required, since IDWR cannot process the request without documentation of a security interest. Common types of documentation are shown.
3. The name, mailing address, and telephone number of the person or company desiring notification is entered at **Item 3**.
4. At **Item 4**, please provide the name of the owner/claimant of the water right(s) listed.
5. At **Item 5**, please enter expiration date of the security interest or other date defining the end of the period for which notification is requested. The notification period can be renewed by completing a new form with the appropriate fees as shown below. If the security interest is terminated prior to the expiration date requested, the holder must notify IDWR within 60 days of termination.
6. At **Item 6**, please indicate if this is a renewal of a prior notice.
7. The person(s) desiring notification must sign the form in the space(s) provided at **Item 7**. For corporations or other organizations, the person signing must be an officer of the corporation or otherwise have authority to sign for the organization and must include their title with the signature.
8. Include the appropriate filing fee. There is a fee of \$25.00 per water right or adjudication claim. Renewals, if necessary, are also \$25.00 per water right or adjudication claim.
9. When complete, you should retain a copy and return the completed original form to the IDWR office nearest you:

IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082
(208) 334-2190

IDWR Southern Region
650 Addison Ave W, Suite 500
Twin Falls, ID 83301-5858
(208) 736-3033

IDWR Northern Region
7600 N Mineral Dr., Suite 100
Coeur d'Alene, ID 83815-7763
(208) 762-2800

IDWR Eastern Region
900 N Skyline Dr., Suite A
Idaho Falls, ID 83402-1718
(208) 525-7161

Instrument No. 591678
22 Day Dec 2021
At 03 O'Clock 51 PM
ABBIE MACE
FREMONT CO RECORDER
Fee \$45.00
EL Deputy
Recorded at Request of
First American Title - Rexburg

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

RABO AGRIFINANCE LLC
14767 N. Outer 40 Rd., Suite 400
Chesterfield, MO 63017
Attn: Loan Operations

Space above this line for Recorder's Use

MODIFICATION AGREEMENT TO THE MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT
(Fremont County, Idaho)

Real Estate Line of Credit: 22111778
Real Estate Term Loan: 35749

THIS MODIFICATION AGREEMENT TO THE MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT is made as of December 9, 2021 between RABO AGRIFINANCE LLC, a Delaware limited liability company, as agent for itself and the other Secured Parties (defined herein) under the Collateral Agency Agreement (defined herein; and Rabo AgriFinance LLC, in that capacity, "Mortgagee") formerly known as Rabo Agrifinance, Inc. a Delaware corporation located and having its principal office at 14767 N. Outer 40 Rd., Suite 400, Chesterfield, MO 63017 ("Lender"), and DAVID TUK NEDROW ("David Nedrow") and PATRICIA A. NEDROW (a/k/a Patricia Ann Nedrow) ("Patricia Nedrow"), married spouses and GEORGE TY NEDROW ("George Nedrow") and CYNTHIA LYNN NEDROW ("Cynthia Nedrow"), married spouses (David Nedrow, Patricia Nedrow, George Nedrow, and Cynthia Nedrow are herein individually and collectively, "Grantor").

WITNESSETH:

WHEREAS, Lender is the holder of (i) the Real Estate Line of Credit Note from Borrower to Secured Parties and (ii) the Real Estate Term Loan Note from Borrower to Secured Parties (the Real Estate Line of Credit Note and the Real Estate Term Loan Note, together with all extensions, renewals, modifications, substitutions and amendments thereof are herein collectively, the "Note") made by David Tuk Nedrow, a married person or member of a civil union or domestic partnership; Patricia Ann Nedrow, a married person or member of a civil union or domestic partnership; George Ty Nedrow, a married person or member of a civil union or domestic partnership; and Cynthia Lynn Nedrow, a married person or member of a civil union or domestic partnership ("Borrower"), secured by a mortgage, deed of trust, or security deed ("Mortgage") dated February 8, 2017 executed by Grantor to Lender and recorded in Fremont County, as Instrument #562447 on March 2, 2017. in the records of Fremont County, Idaho; and

WHEREAS, the parties hereto are desirous of modifying the Note and Mortgage in the particulars hereinafter mentioned.

NOW THEREFORE, in consideration of the premises and of the mutual promises herein contained, and of the sum of One Dollar (\$1.00) duly paid to Lender, it is hereby mutually covenanted and agreed that the terms of the Note and Mortgage be and the same are hereby modified as follows:

1. Grantor and Borrower hereby authorize Lender, without obtaining the signature of Grantor or Borrower, to file financing statements or amendments to existing financing statements in order to perfect the lien granted by the Mortgage.
2. Grantor affirmatively represents to Lender that the debt currently evidenced by the MCA and Note constitutes the fair and just debt of the Borrower to the Lender that is due and payable in accordance with the MCA and Note without defect, adjustment or offset, and that the Mortgage given by Grantor to Lender to secure the indebtedness evidenced by the MCA constitutes a good and valid lien on the collateral described in the Mortgage to secure the MCA and Note.
3. **Second Paragraph** of the Mortgage is hereby amended and replaced in its entirety as follows:

RABO AGRIFINANCE LLC, a Delaware limited liability company, as Lender ("Lender") has agreed to make up to \$1,790,000.00 in loans to Borrower (as defined in the Facility Sheet(s)) under the terms and conditions of the Master Credit Agreement between Borrower and Lender dated February 8, 2017, as may be amended, modified, replaced or supplemented from time to time (the "MCA"). Each capitalized term used in this mortgage that is defined in the MCA and not defined in this mortgage will have the meaning specified in the MCA. This mortgage will be interpreted in accordance with the Drafting Conventions.

4. **Section 1. Secured Obligations** of the Mortgage is hereby amended and replaced in its entirety as follows:

Secured Obligations. Grantor makes the grant, conveyance, transfer and assignment above, makes the irrevocable and absolute assignment in Section 3, and grants the security interest under Section 4, to secure payment and performance of the following obligations (the "Secured Obligations") in any order of priority that Mortgagee may choose: (a) all Obligations (defined in the MCA), including (i) the Real Estate Line of Credit Note dated February 8, 2017, from Borrower to Lender in the original principal amount of \$1,440,000.00; (ii) the Real Estate Term Loan Note dated December 9, 2021 as of the date of this Modification Agreement to the Mortgage, Assignment of Rents and Security Agreement, from Borrower to Lender in the original principal amount of \$350,000.00 (the Real Estate Line of Credit Note and the Real Estate Term Loan Note, together with all extensions, renewals, modifications, substitutions and amendments thereof are herein collectively, the "Note"; (iii) all Hedging Obligations; and (iv) all other indebtedness, liabilities and obligations of Borrower to Lender and the Swap Counterparties arising pursuant to any of the Transaction Documents, whether now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several, or joint and several; (b) all obligations of Grantor under this Mortgage; (c) all obligations of Borrower to Lender, Coöperatieve Rabobank U.A., (trading as Rabobank), a foreign banking organization organized as a cooperative bank under the laws of The Netherlands ("Rabobank"), and/or any other Affiliate of Lender (Lender, Rabobank and any other Affiliate of Lender are herein individually and collectively, "Secured Parties"), whether now existing or hereafter incurred or created, whether voluntary or involuntary, whether obligatory or non-obligatory; whether due or not due, whether absolute or contingent, or whether incurred directly or acquired by assignment or otherwise, under the terms and conditions of any other written instrument or agreement executed by Borrower and which specifically recites that those obligations are secured by this Mortgage; and (d) any of the foregoing that arises after the filing of a petition by or against Grantor under an Insolvency Proceeding. All Persons who have or acquire an interest in the Property will be deemed to have received notice of, and will be bound by, the terms of the MCA, the other Transaction Documents, and each other agreement or instrument made or entered into in connection with each of the Secured Obligations (the Transaction Documents and those other agreements or instruments, the "Secured Obligation Documents"). These terms include any provisions in the Secured Obligation Documents which permit borrowing, repayment and reborrowing, or which provide that the rate of interest on one or more of the Secured Obligations may vary from time to time. This Mortgage does not secure any obligation which is unsecured pursuant to the express terms of the MCA or any other document, agreement or instrument. Without limitation of the foregoing, this Mortgage does not secure the indebtedness, liabilities and obligations of Guarantor as guarantor under the terms and conditions of the Guaranty or any other guaranty given by Guarantor to secure the Hedging Obligations.

5. **Section 3. Note Maturity Date** is hereby amended to January 1, 2027.
6. Grantor and Borrower represent and warrant that (a) Grantor's chief executive office or principal residence is adjacent to Grantor's signature below; (b) Grantor's state of organization, if applicable, is as set forth in the first paragraph of this Agreement; and (c) Grantor's exact legal name is as set forth in the first paragraph of this Agreement.
7. Grantor's submission of any report, record or other information pertaining to Grantor's or any of its subsidiary's condition or operations, financial or otherwise, from time to time, whether or not required under the terms of this Agreement, will be deemed to be accompanied by a representation by Grantor that such report, record or information is complete and accurate in all material respects as to Grantor's or any such subsidiary's (and, if applicable, any of Grantor's or such subsidiary's partners, shareholders, partners, members, or other principals) condition or operations, as of the date of

such submission, including, without limitation, all material contingent liabilities, condition or operations.

8. **WAIVER OF PRIOR CLAIMS.** MORTGAGOR WAIVES AND RELEASES ANY AND ALL CLAIMS AGAINST LENDER, ITS PARENT, SUBSIDIARIES, AFFILIATES AND THE RESPECTIVE SUCCESSORS, ASSIGNS, PARTICIPANTS, AGENTS AND EMPLOYEES OF EACH AND ALL OF THE FOREGOING, RELATING OR PERTAINING TO OR AS A RESULT OF THE EXISTING LOANS, AND ANY OTHER ACT OR OMISSION WHICH HAS OCCURRED PRIOR TO THE EXECUTION OF THIS AGREEMENT, INCLUDING ALL CLAIMS OF USURY, FRAUD, DECEIT, MISREPRESENTATION, UNCONSCIONABILITY, DURESS, OR LENDER LIABILITY, ANY OTHER CLAIM IN TORT OR IN CONTRACT, OR FOR VIOLATION OF ANY LAW, RULE OR REGULATION
9. All of the provisions of the Note and Mortgage shall remain in full force and effect except as herein specifically modified and this Agreement is made upon the express condition that the Grantor is vested with the fee simple title to the premises covered by the Mortgage. And the said Grantor in consideration of the granting of this modification further covenants and agrees to pay and comply with the terms and conditions of the Note and Mortgage as herein modified, and nothing herein contained shall invalidate any of the security now held for the payment of said debt. This Agreement shall bind the parties, their heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Mortgage Modification Agreement to be duly executed as of the day and year first above written.

LENDER

Address for Notices:

14767 N. Outer 40 Rd., Suite 400
Chesterfield, MO 63017
Attention: Loan Closing Department

RABO AGRIFINANCE LLC

By: _____

Name: Charles Hopkins

Title: Vice President

STATE OF IDAHO)

COUNTY OF Madison) ss

Scott Stears On this 22 day of December in the year 2021 before me,
Charles Hopkins a Notary Public in and for said state, personally appeared
Charles Hopkins (name of officer), Vice President (title), of RABO
AGRIFINANCE LLC, a Delaware limited liability company, known to me to be the person who executed the within agreement or
instrument on behalf of that corporation and acknowledged to me that he or she executed the same for the purposes therein
stated.

Official signature and official seal of notary: _____

GRANTOR

Address for Notices:
1404 Cedar Lane
Ashton, ID 83420

David Tuk Nedrow
DAVID TUK NEDROW

SCOTT STEARS
COMMISSION NUMBER 46825
NOTARY PUBLIC
State of Idaho
My Commission Expires 04/14/2024

Address for Notices:
1404 Cedar Lane
Ashton, ID 83420

Patricia Ann Nedrow
PATRICIA A. NEDROW (a/k/a Patricia Ann Nedrow)

Address for Notices:
1401 North 3125 East
Ashton, ID 83420

George Ty Nedrow
GEORGE TY NEDROW

Address for Notices:
1401 North 3125 East
Ashton, ID 83420

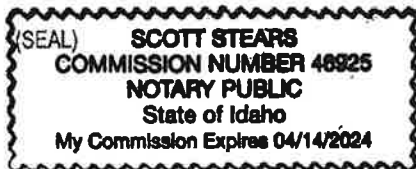
Cynthia Lynn Nedrow
CYNTHIA LYNN NEDROW

STATE OF IDAHO

COUNTY OF MADISON

) SS

On this 21 day of December, in the year of 2021, before me, Scott Stears, a Notary Public, personally appeared DAVID TUK NEDROW known or identified to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



My Commission Expires:

4-14-2024

Scott Stears
Notary Public
Printed Name: Scott Stears

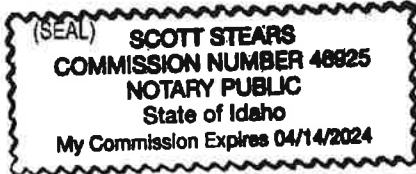
STATE OF IDAHO

COUNTY OF MADISON

) SS

On this 21 day of December, in the year of 2021, before me, Scott Stears, a Notary Public, personally appeared PATRICIA A. NEDROW (a/k/a Patricia Ann Nedrow) known or identified to me (or proved to me on

the oath of _____), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

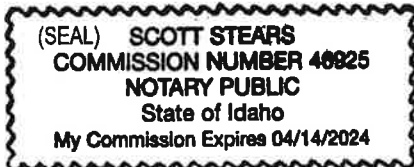


My Commission Expires:
4-14-2024


Notary Public
Printed Name: Scott Stears

STATE OF IDAHO)
COUNTY OF MADISON) SS

On this 21 day of December, in the year of 2021, before me, Scott Stears, a Notary Public, personally appeared GEORGE TY NEDROW known or identified to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



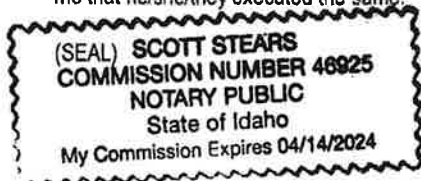
My Commission Expires:
4-14-2024


Notary Public
Printed Name: Scott Stears

STATE OF IDAHO)
COUNTY OF MADISON) SS

On this 21 day of December, in the year of 2021, before me, Scott Stears, a Notary Public, personally appeared CYNTHIA LYNN NEDROW known or identified to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

_____, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



My Commission Expires:

4-14-2024

A handwritten signature of Scott Stears in black ink.

Notary Public

Printed Name:

Scott Stears

Address for Notices:
1404 Cedar Lane
Ashton, ID 83420

CONSENTED TO BY BORROWER

A handwritten signature of David Tuk Nedrow in black ink.

DAVID TUK NEDROW

Address for Notices:
1404 Cedar Lane
Ashton, ID 83420

A handwritten signature of Patricia A. Nedrow in black ink.

PATRICIA A. NEDROW (a/k/a Patricia Ann Nedrow)

Address for Notices:
1401 North 3125 East
Ashton, ID 83420

A handwritten signature of George Ty Nedrow in black ink.

GEORGE TY NEDROW

Address for Notices:
1401 North 3125 East
Ashton, ID 83420

A handwritten signature of Cynthia Lynn Nedrow in black ink.

CYNTHIA LYNN NEDROW

STATE OF IDAHO

COUNTY OF MADISON

} SS

On this 21 day of December, in the year of 2021, before me, Scott Stears, a Notary Public, personally appeared DAVID TUK NEDROW known or identified to me (or proved to me on the oath of

_____, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



My Commission Expires:

4-14-2024


Notary Public
Printed Name: Scott Stears

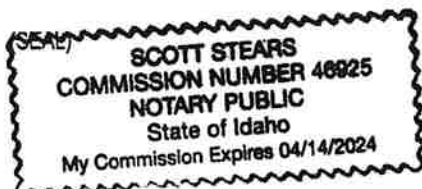
STATE OF IDAHO

COUNTY OF Madsen

) SS



On this 21 day of December, in the year of 2021, before me, Scott Stears, a Notary Public, personally appeared PATRICIA A. NEDROW (a/k/a Patricia Ann Nedrow) known or identified to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



My Commission Expires:

4-14-2024


Notary Public
Printed Name: Scott Stears

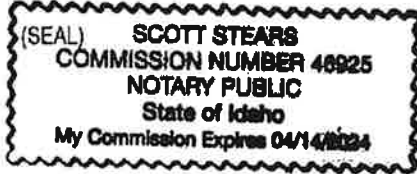
STATE OF IDAHO

COUNTY OF Madsen

) SS

On this 21 day of December, in the year of 2021, before me, Scott Stears, a Notary Public, personally appeared GEORGE TY NEDROW known or identified to me (or proved to me on the oath of _____).

_____, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.





Notary Public
Printed Name: Scott Stears

My Commission Expires:

4-14-2024

STATE OF IDAHO

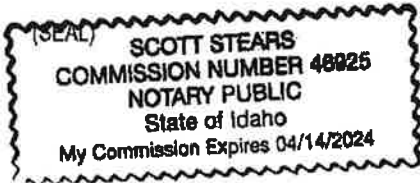
COUNTY OF MADISON

) SS

On this 21 day of December, in the year of 2021, before me, Scott Stears, a Notary Public, personally appeared CYNTHIA LYNN NEDROW known or identified to me (or proved to me on the oath of



_____), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



My Commission Expires:

4-14-2024



Notary Public
Printed Name:
Scott Stears

Exhibit A

Nedrow MCA 2017

Legal Description of Real Estate

Real property in the County of Fremont, State of Idaho, described as follows:

PARCEL 1:

TOWNSHIP 9 NORTH, RANGE 42 E.B.M., FREMONT COUNTY, IDAHO.

SECTION 29: SE $\frac{1}{4}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$

PARCEL 2:

TOWNSHIP 9 NORTH, RANGE 42 E.B.M., FREMONT COUNTY, IDAHO.

SECTION 20: S $\frac{1}{2}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$, EXCEPT THE SW $\frac{1}{4}$ SW $\frac{1}{4}$

SECTION 21: S $\frac{1}{2}$ SW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$; S $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$

SECTION 28: NW $\frac{1}{4}$ NE $\frac{1}{4}$; N $\frac{1}{2}$ NW $\frac{1}{4}$

SECTION 29: N $\frac{1}{2}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ NW $\frac{1}{4}$

EXHIBIT B

Additional Property

Associated with Mortgage by David Nedrow and George Nedrow on land located in Freemont County, Idaho

(list specific additional Property, if any)

65 shares of stock in Arcadia Canal Company

Private Water Rights									
Place	Water Right	Owner of Record	Base	Priority Date	Source	Use	Divided Divisions	Place of Use acres	Comments
Nedro	21-13108	David Tuk Nedro	Decreed	8/01/1890	Henry's Fork	Irrigation	2.88	310	Yes



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

February 01, 2022

RABO AGRIFINANCE LLC
14767 NORTH OUTER 40 RD STE 400
CHESTERFIELD MO 63017-2003

RE: Notice of Security Interest for Water Right/Permit No(s): 21-13108

Dear Security Interest Holder:

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

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

If you have any questions concerning the enclosed information, please contact me at (208) 497-3787.

Sincerely,

Jonie Barg
Technical Records Specialist 1

Enclosure(s)

cc: GEORGE TY NEDROW
DAVID TUK NEDROW
CYNTHIA LYNN NEDROW