RECEIVED
MAY 21 2020
DEPT OF WATER RESOURCES
SOUTHERN 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.	Water Right/Claim No.
45-13924	45-13938	45-13921	45-13935	45-13944 **
45-13926	45-14167	45-13923	45-13937	45-13945
45-13928	45-14169	45-13925	45-13939	45-14307
45-13930	45-14306	45-13927	45-14168	45-14309
45-13932	45-14308	45-13929	45-14170	45-14311
45-13934	45-14310	45-13931	45-13941	45-13940 **
45-13936	45-13919	45-13933	45-13943	45-13942 **

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

   Metropolitan Life Insurance Company
   c/o MetLife Investment Management, LLC
   10801 Mastin Boulevard, Suite 700
   Overland Park KS 66210 (913) 217-2986

4. Name of Water Right Owner/Claimant(s) — Oak Valley Land Company, L.L.C.

5. Expiration Date of Notification Period — April 25, 2040

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

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

   Metropolitan Life Insurance Company,
   a New York corporation
   By: MetLife Investment Management, LLC,
   its investment manager

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

SUPPORT DATA
IN FILE # 45-13919

For Office Use Only

Receipted by DM Date 5-21-2020 Receipt No. S037933 Fee $875-

Processed by AJ _____ Date _____ WR DM Date 7/28/2020

** 45-13940 was split into 45-14306 & 45-14307 (also listed above)
45-13942 was split into 45-14308 & 45-14309 (also listed above)
45-13944 was split into 45-14310 & 45-14311 (also listed above)

CASSIA COUNTY
RECORDED FOR:
TITLEONE - TWIN FALLS
11:03:22 AM 05-19-2020
2020-002270
NO. PAGES: 7 FEE: $28.00
JOSEPH W. LARSEN
COUNTY CLERK
DEPUTY: CVELASQUEZ
Electronically Recorded by Simplifile

WHEN RECORDED RETURN TO:
Metropolitan Life Insurance Company
c/o MetLife Investment Management, LLC
205 E River Park Circle, Suite 430
Fresno, CA 93720
Attn: Loan Manager

Loan No. 200858

18314172-A

(space above reserved for recorder's use)

FIRST AMENDMENT TO AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING

(Cassia County, Idaho)

THIS FIRST AMENDMENT TO AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "**Amendment**") is made and entered into effective as of May 19, 2020, by and among OAK VALLEY DAIRY, L.L.C., an Idaho limited liability company, and OAK VALLEY LAND COMPANY, L.L.C., an Idaho limited liability company (collectively, "**Mortgagor**"), to and in favor of METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation ("**Mortgagee**").

RECITALS

A. Mortgagee has made loans in the combined total original principal sum of up to (the "**Existing Loans**") to Mortgagor, Mike David Aardema and Sarah Jane Steile Aardema (individually and collectively, "**Borrower**") evidenced by (i) that certain Promissory Note by Borrower in favor of Mortgagee in the original principal amount of dated April 30, 2015, (ii) that certain Promissory Note by Borrower in favor of Mortgagee in the original principal amount of dated April 30, 2015, (iii) that certain Promissory Note by Borrower in favor of Mortgagee in the original principal amount of dated October 22, 2015, (iv) that certain Promissory Note by Borrower in favor of Mortgagee in the original principal amount of dated September 26, 2016, and (v) that certain Promissory Note by Borrower in favor of Mortgagee in the original principal amount of dated August 15, 2018 (collectively, the "**Existing Notes**"). The Existing Notes are secured in part by that certain Amended and Restated Mortgage, Assignment of Rents, Security Agreement and Fixture Filing made by Oak Valley Dairy and Oak Valley Land Company in favor

of Lender and recorded on August 16, 2018 in the Official Records of Cassia County, Idaho as Document No. 2018-003196 (as amended and restated, and as further amended, modified or restated from time to time, the "**Mortgage**"), encumbering certain real personal property located in Cassia County, Idaho as more particularly described in the Mortgage (the "**Property**"). Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Mortgage. Each of the Existing Loans is also evidenced and supported by one or more of the Loan Agreements, as defined in the Mortgage.

B. Mortgagee has agreed to make its Loan No. 200858 ("**Loan 200858**") to Borrower, which loan is evidenced by that certain Promissory Note of even date herewith executed by Borrower to the order of Mortgagee in the original principal amount of (the "**200858 Note**") in favor of Mortgagee and secured by the Mortgage. The final payment of principal and interest pursuant to the 200858 Note will be due on April 25, 2040. Loan 200858 is evidenced and supported by that certain Loan Agreement between Borrower and Mortgagee dated as of even date herewith (the "**200858 Loan Agreement**").

C. Mortgagor and Mortgagee desire to amend the Mortgage to provide that the Mortgage secures the obligations of Borrower under the 200858 Note, that an "Event of Default" as defined in the 200858 Note constitutes an event of default under the Mortgage and for such other matters as set forth herein.

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

1. Confirmation of Loan. The Existing Notes, the Mortgage and all other documents evidencing or securing the Existing Loans are hereby confirmed by Mortgagor as being in full force and effect and Mortgagor acknowledges that it has no defenses or offsets to any of its obligations thereunder and that Mortgagee has performed all of its obligations under the Existing Notes and the Mortgage and all other documents evidencing or securing the Loans to this date.

2. Amendment to Mortgage. The Mortgage is hereby amended as follows, effective as of the date hereof:

(a) Definition of Notes. The definition of the "**Notes**" means, individually and together, the Existing Notes and the 200858 Note. All references in the Mortgage to the Notes, including in Section 11 of the Mortgage concerning defaults, shall hereafter refer to the Existing Notes and the 200858 Note, individually and together.

(b) Definition of Loan Agreements. The definition of "**Loan Agreements**" is revised to include the 200858 Loan Agreement. All references in the Mortgage to the Loan Agreements, including in Section 11 of the Mortgage concerning defaults, shall include the 200858 Loan Agreement.

(c) Definition of Loan Documents. The definition of "**Loan Documents**" is

revised to include the 200858 Note and all other agreements and instruments evidencing and or securing the Loan 200858.

(d) Grant. To secure repayment of the indebtedness evidenced by the 200858 Note, in addition to the other Secured Obligations, Mortgagor irrevocably and unconditionally mortgages, warrants, grants, bargains, sells and conveys to Mortgagee, with right of entry and possession, all of Mortgagor's estate, right, title and interest which Mortgagor now has or may later acquire in the Property. Notwithstanding any other provision in the Loan Documents, the Notes as defined herein shall be *pari passu*.

3. Reaffirmation. Except as expressly set forth herein, the Mortgage shall remain unmodified and in full force and effect, and Mortgagor hereby affirms and reaffirms, as applicable, each and every term and provision of the Mortgage, as originally set forth therein, as amended hereby.

4. Construction. This Amendment shall be construed in accordance with the laws of the State of Idaho (excluding choice-of-law principles). The terms of this Amendment have been mutually negotiated with each party having the opportunity to seek the advice of legal counsel and shall not be construed against any party. The headings in this Amendment are inserted solely for the purpose of convenience and shall not affect the interpretation of the provisions hereof. If any portion of this Amendment is held to be invalid by any court of competent jurisdiction, such ruling shall not affect the remaining terms hereof unless and to the extent it includes a specific determination that the fundamental purposes of this Amendment are thereby significantly impaired. All sums referred to in this Amendment shall be calculated by and payable in the lawful currency of the United States.

5. Entire Agreement. No amendments, variations, waivers, modifications or changes to this Amendment shall be effective unless in writing and signed by the Mortgagee and the Mortgagor subsequent to the date hereof.

6. Counterparts. This Amendment 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 Amendment may be attached to one copy to form one complete document.

[Signatures on following page]

IN WITNESS WHEREOF, Mortgagor has caused this Amendment to be duly executed as of the day and year first written above.

MORTGAGOR:

OAK VALLEY DAIRY, L.L.C.,
an Idaho limited liability company

By: _____
Name: Michael D. Aardema
Its: Sole Member

OAK VALLEY LAND COMPANY, L.L.C.,
an Idaho limited liability company

By: _____
Name: Michael D. Aardema
Its: Sole Member

[Acknowledgements on following pages]

[MORTGAGOR ACKNOWLEDGMENTS]

State of Idaho

County of Cassia

This record was acknowledged before me on May 18, 2020, by Person(s) Appearing as Michael D. Aardema, sole member of Oak Valley Land Company, LLC.

Annette Roth
Signature of Notary Public

(stamp)

ANNETTE ROTH
COMMISSION #9314
NOTARY PUBLIC
STATE OF IDAHO

My Commission Expires: 8-4-2023

State of Idaho

County of Cassia

This record was acknowledged before me on May 18, 2020, by Person(s) Appearing as Michael D. Aardema, sole member of Oak Valley Dairy, L.L.C.

Annette Roth
Signature of Notary Public

(stamp)

ANNETTE ROTH
COMMISSION #9314
NOTARY PUBLIC
STATE OF IDAHO

My Commission Expires: 8-4-2023

LENDER:

METROPOLITAN LIFE INSURANCE COMPANY,
a New York corporation

By MetLife Investment Management, LLC,
its investment manager

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

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 May 6, 2020, before me, _____, Notary Public, personally appeared JOEL PERKINS, 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:_____ (seal)

ACKNOWLEDGMENT

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
COUNTY OF Fresno

On May 6, 2020, before me, Erin E Thorpe, a Notary Public, personally appeared Jonathan B. Oressler, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

Erin E Thorpe
Signature

This area for official notarial seal.

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

EXHIBIT A
TO
MORTGAGE

Legal Description

The following real property situated in Cassia County, Idaho:

TRACT NO. 1

PARCEL NO. 1:
TOWNSHIP 11 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 19: All, **EXCEPT** the following described parcel:

Beginning at the North section corner of said Section 19, said corner marked by a 5/8 inch rebar; thence South 89°45'45" West along the North line of Section 19 for a distance of 235.52 feet to a ½ inch rebar which shall be the Point of Beginning;
Thence South 57°18'10" West for a distance of 246.13 feet to a ½ inch rebar;
Thence South 03°09'35" West for a distance of 62.62 feet to a ½ inch rebar;
Thence South 63°05'13" West for a distance of 75.18 feet to a ½ inch rebar;
Thence North 75°54'21" West for a distance of 500.89 feet to a ½ inch rebar;
Thence North 00°35'32" West for a distance of 104.37 feet to a ½ inch rebar on the North line of Section 19;
Thence North 89°45'45" East along the North line of Section 19 for a distance of 764.51 feet to the Point of Beginning.

Section 20: SW¼

PARCEL NO. 2:
TOWNSHIP 11 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 13: ALL, **EXCEPT** the NE¼NE¼, ALSO **EXCEPT** the following described tracts:

Tract No. 1:
Beginning at the West Quarter Corner of said Section 13;
Thence North 0°16'00" West for 190 feet to a point;
Thence East for 545 feet to a point;
Thence South 62°00' East for 503 feet to a point;
Thence South 61°30' West for 639.6 feet to a point;
Thence West for 427 feet more or less to a point on the West section line of said Section 13;
Thence North 0°16'00" West for 355 feet to the Point of Beginning.

Tract No. 2:

Beginning at the Northwest corner of said Section 13, said corner marked by a 5/8 inch rebar which shall be the Point of Beginning;

Thence South 89°58'45" East along the North line of Section 13 for a distance of 1531.21 feet;

Thence South 89°05'08" West for a distance of 1531.33 feet to the West line of Section 13;

Thence North 00°10'19" West along the West line of Section 13 for a distance of 25.00 feet to the Point of Beginning.

Tract No. 3:

Beginning at the North Quarter Corner of Section 13 said corner marked by a 5/8 inch rebar with a 3 inch cap which shall be the Point of Beginning;

Thence South 89°59'51" East along the north line of Section 13 for a distance of 18.62 feet to a ½ inch rebar;

Thence South 00°00'17" West for a distance of 173.52 feet to a ½ inch rebar;

Thence North 89°59'43" West for a distance of 251.05 feet to a ½ inch rebar;

Thence North 00°00'17" East for a distance of 173.52 feet to a ½ inch rebar on the North line of Section 13;

Thence South 89°59'43" East along said line for a distance of 232.43 feet to the Point of Beginning.

TOWNSHIP 11 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 14: ALL, **EXCEPTING THEREFROM** the following described tracts:

Tract No. 1:

Beginning at the Northeast corner of the NE¼SE4 of said Section 14; Thence South 0°16'00" East along section line for 692.66 feet to a point which shall be the True Point of Beginning;

Thence South 0°16'00" East along section line for 357.34 feet to a point;

Thence Westerly parallel with the North line of said NE¼SE¼ for 400.00 feet to a point;

Thence North 0°16'00" West for 357.34 feet to a point;

Thence Easterly parallel with the North line of said NE¼SE¼ for 400.00 feet to the True Point of Beginning.

Tract No. 2:

Beginning at the Northeast corner of Section 14 marked by a 5/8 inch rebar with an aluminum cap;

Thence along the east side of Section 14, South 00°13'45" East for a distance of 1016.76 feet to a 5/8 inch rebar;

Thence South 89°46'15" West for a distance of 132.35 feet to a 5/8 inch rebar marking the beginning of a curve concave to the southwest having a radius of 1274.32 feet and a central angle of 52°10'48" and being subtended by a chord which bears North 37°26'58" West for a distance of 1120.85 feet;

Thence northerly and northwesterly along said curve, an arc distance of 1160.54 feet to a

5/8 inch rebar;
Thence North 00°14'32" East for a distance of 130.88 feet to the intersection with the north line of Section 14 marked by a 5/8 inch rebar;
Thence along the north line of Section 14 South 89°45'28" East for a distance of 809.28 feet to the Point of Beginning.

Section 15: E½

Section 23: E½

Section 24: W½, W½E½, NE¼NE¼

Section 24: Part of the E½SE¼ described as follows:

Beginning at the Southwest corner of the E½SE¼;
Thence running East along the South boundary of said E½SE¼ 660 feet;
Thence running Northwesterly to the Southwest corner of the SE¼NE¼;
Thence running South along the West boundary of said E½SE¼ to the Southwest corner of said E½SE¼ to the Point of Beginning.

PARCEL NO. 2A:
An easement for a buried PVC irrigation pipeline for the benefit of Section 24, Township 11 South, Range 21 East of the Boise Meridian as created by Agreement and Grant of Easement For An Irrigation pipeline by and between Glen E Larson and Carol Larson, husband and wife, Grantor, and Glen R. Kunau and Dona Kunau, husband and wife, Water User, dated March 27, 1996 and recorded April 12, 1996 as Instrument no. 242187 on Film No. 275, records of Cassia County, Idaho, across the following described parcel:

TOWNSHIP 11 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 18: Part of the SW¼, described as follows:

Beginning at a point on section line 1532.64 feet North 0°14' West from the Southwest corner of said Section 18, which shall be the True Point of Beginning;
Thence North 0°14' West along section line for 1121.88 feet to a point;
Thence North 89°46' East for 2704.02 feet to a point;
Thence South 45°18' West for 1603.37 feet to a point;
Thence South 89°45' West for 1560.91 feet to the True Point of Beginning.

PARCEL NO. 3:
TOWNSHIP 11 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 17: S½

Section 20: E½, NW¼

Section 18: SE¼

PARCEL NO. 4:
TOWNSHIP 11 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 23: W½

Section 22: E½, **EXCEPTING THEREFROM,** the following described tract:

Commencing at the Northwest corner of said E½;
Thence East 100 feet along the North boundary line to a point;
Thence Southwesterly 141.2 feet, more or less, to a point which is 100 feet South from the Northwest corner;
Thence North along the West boundary line 100 feet to the Point of Beginning.

PARCEL NO. 5:
TOWNSHIP 11 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 22: W½ and a parcel in the Northwest corner of the E½ of said Section 22, described as follows:

Commencing at the Northwest corner of said E½;
Thence East 100 feet along the North boundary line to a point;
Thence Southwesterly 141.2 feet, more or less, to a point which is 100 feet South from the Northwest corner;
Thence North along the West boundary line 100 feet to the Point of Beginning.

PARCEL NO. 6:
TOWNSHIP 11 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 13: Part of the SW¼NW¼ and part of NW¼SW¼, more particularly described as follows:

Beginning at the West quarter corner of said Section 13;
Thence North 0°16'00" West for 190 feet to a point;
Thence East for 545 feet to a point;
Thence South 62°00' East for 503 feet to a point;
Thence South 61°30' West for 639.6 feet to a point;
Thence West for 427 feet more or less to a point on the West section line of said Section 13;
Thence North 0°16'00" West for 355 feet to the Point of Beginning.

PARCEL NO. 7:
TOWNSHIP 11 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 14: Part of the NE¼SE¼, more particularly as follows:

Beginning at the Northeast corner of the NE¼SE¼ of said Section 14; thence South 0°16'00" East along section line for 692.66 feet to a point which shall be the True Point of Beginning;
Thence South 0°16'00" East along section line for 357.34 feet to a point;
Thence Westerly parallel with the North line of said NE¼SE¼ for 400.00 feet to a point;
Thence North 0°16'00" West for 357.34 feet to a point;
Thence Easterly parallel with the North line of said NE¼SE¼ for 400.00 feet to the True Point of Beginning.

PARCEL NO. 8:
TOWNSHIP 11 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 19: Part of the N½, more particularly described as follows:

Beginning at the North quarter section corner of said Section 19, said corner marked by a 5/8 inch rebar; then South 89°45'45" West along the North line of Section 19 for a distance of 235.52 feet to a ½ inch rebar which shall be the Point of Beginning;
Thence South 57°18'10" West for a distance of 246.13 feet to a ½ inch rebar;
Thence South 03°09'35" West for a distance of 62.62 feet to a ½ inch rebar;
Thence South 63°05'13" West for a distance of 75.18 feet to a ½ inch rebar;
Thence North 75°54'21" West for a distance of 500.89 feet to a ½ inch rebar;
Thence North 00°35'32" West for a distance of 104.37 feet to a ½ inch rebar on the North line of Section 19;
Thence North 89°45'45" East along the North line of Section 19 for a distance of 764.51 feet to the Point of Beginning.

PARCEL NO. 9:
TOWNSHIP 11 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 18: A parcel beginning at a point of section line 1560.91 feet North 89°45' East from the Southwest corner of said Section 18, which shall be the True Point of Beginning;

Thence North 0°14' West for 1532.64 feet to a point;
Thence North 45°18' East for 1603.37 feet to a point;
Thence South 0°10' East for 2655.5 feet to a point on section line;
Thence South 89°45' West along section line for 1141.13 feet to the True Point of Beginning.

LESS, the following described tract:

Part of the SE¼SW¼, described as follows:

Beginning at the Southwest corner of said Section 18; Thence North 89°45' East for 1560.91 to the True Point of Beginning;
Thence North 0°14' West for 1532.64 feet to a point;
Thence North 45°13' East for 616.2 feet to a point;
Thence South 0°10' East for 1953 feet more or less to a point on the South Section line of said Section 18;
Thence South 89°45' West for 450 feet to the True Point of Beginning.

PARCEL NO. 10:
TOWNSHIP 11 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 18: Part of the SW¼, more particularly described as follows:

Beginning at the Southwest corner of said Section 18, which shall be the True Point of Beginning;
Thence North 0°14' West along section line for 1532.64 feet to a point;
Thence North 89°54' East for 1560.91 feet to a point;
Thence South 0°14' East for 1532.64 feet to a point on section line;
Thence South 89°45' West along section line for 1560.91 feet to the True Point of Beginning.

PARCEL NO. 11:
TOWNSHIP 11 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 18: Part of the SE¼SW¼, more particularly described as follows:

Beginning at the Southwest corner of said Section 18; thence North 89°45' East for 1560.91 feet to the True Point of Beginning;
Thence North 0°14' West for 1532.64 feet to a point;
Thence North 45°13' East for 616.2 feet to a point;
Thence South 0°10' East for 1953 feet more or less, to a point on the South Section line of said Section 18;
Thence South 89°45' West for 450 feet, more or less to the True Point of Beginning.

State of Idaho
DEPARTMENT OF WATER RESOURCES
Southern Region • 650 ADDISON AVE W STE 500 • TWIN FALLS, ID 83301-5858
Phone: (208)736-3033 • Fax: (208)736-3037 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

July 28, 2020

METROPOLITAN LIFE INSURANCE COMPANY
C/O METLIFE INVESTMENT MANAGEMENT LLC
10801 MASTIN ST STE 700
OVERLAND PARK KS 66210-1673

RE: Notice of Security Interest for Water Right No(s): *See attached list*

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.

While reviewing this Notice of Security Interest, it was noted that (3) of the water rights listed on the Notice are no longer active water rights, as they have a status of *Parent*. These rights were split via Transfer of Water Rights process in 2011. The active, or *Child* Rights, are as follows:

Water Right 45-13940 was split into *45-14306 & 45-14307*
Water Right 45-13942 was split into *45-14308 & 45-14309*
Water Right 45-13944 was split into *45-14310 & 45-14311*

The *Child* water rights are listed on the Notice as well, resulting in an overpayment of $75,00. A refund request has been submitted for processing and will be sent to TitleOne in Burley, Idaho upon approval.

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

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

Sincerely,

Denise Maline

Denise Maline
Administrative Assistant 1

Enclosure(s)

c: Oak Valley Land Co LLC
TitleOne, Burley (File #18314172-A)
Travis Thompson, attorney *(without enclosures)*

WR	#:	Process	Basis	Current Owner	Other Owner
45	13919	Water Right	Decreed	OAK VALLEY LAND CO LLC	METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); THOMPSON, TRAVIS L(Attorney)
45	13921	Water Right	Decreed	OAK VALLEY LAND CO LLC	METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); THOMPSON, TRAVIS L(Attorney)
45	13923	Water Right	Decreed	OAK VALLEY LAND CO LLC	METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); THOMPSON, TRAVIS L(Attorney)
45	13924	Water Right	Decreed	OAK VALLEY LAND CO LLC	METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); THOMPSON, TRAVIS L(Attorney)
45	13925	Water Right	Decreed	OAK VALLEY LAND CO LLC	METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); THOMPSON, TRAVIS L(Attorney)
45	13926	Water Right	Decreed	OAK VALLEY LAND CO LLC	METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); THOMPSON, TRAVIS L(Attorney)
45	13927	Water Right	Decreed	OAK VALLEY LAND CO LLC	METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); THOMPSON, TRAVIS L(Attorney)
45	13928	Water Right	Decreed	OAK VALLEY LAND CO LLC	METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); THOMPSON, TRAVIS L(Attorney)
45	13929	Water Right	Decreed	OAK VALLEY LAND CO LLC	METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); THOMPSON, TRAVIS L(Attorney)
45	13930	Water Right	Decreed	OAK VALLEY LAND CO LLC	METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); THOMPSON, TRAVIS L(Attorney)
45	13931	Water Right	Decreed	OAK VALLEY LAND CO LLC	METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); THOMPSON, TRAVIS L(Attorney)
45	13932	Water Right	Decreed	OAK VALLEY LAND CO LLC	METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); THOMPSON, TRAVIS L(Attorney)
45	13933	Water Right	Decreed	OAK VALLEY LAND CO LLC	METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); THOMPSON, TRAVIS L(Attorney)
45	13934	Water Right	Decreed	OAK VALLEY LAND CO LLC	METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); THOMPSON, TRAVIS L(Attorney)
45	13935	Water Right	Decreed	OAK VALLEY LAND CO LLC	METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); THOMPSON, TRAVIS L(Attorney)
45	13936	Water Right	Decreed	OAK VALLEY LAND CO LLC	METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); THOMPSON, TRAVIS L(Attorney)
45	13937	Water Right	Decreed	OAK VALLEY LAND CO LLC	METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); THOMPSON, TRAVIS L(Attorney)
45	13938	Water Right	Decreed	OAK VALLEY LAND CO LLC	METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); THOMPSON, TRAVIS L(Attorney)
45	13939	Water Right	Decreed	OAK VALLEY LAND CO LLC	METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); THOMPSON, TRAVIS L(Attorney)
45	13941	Water Right	Decreed	OAK VALLEY LAND CO LLC	METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); THOMPSON, TRAVIS L(Attorney)
45	13943	Water Right	Decreed	OAK VALLEY LAND CO LLC	METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); THOMPSON, TRAVIS L(Attorney)
45	13945	Water Right	Decreed	OAK VALLEY LAND CO LLC	METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); THOMPSON, TRAVIS L(Attorney)
45	14167	Water Right	Decreed	OAK VALLEY LAND CO LLC	METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); THOMPSON, TRAVIS L(Attorney)
45	14168	Water Right	Decreed	OAK VALLEY LAND CO LLC	METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); THOMPSON, TRAVIS L(Attorney)
45	14169	Water Right	Decreed	OAK VALLEY LAND CO LLC	METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); THOMPSON, TRAVIS L(Attorney)
45	14170	Water Right	Decreed	OAK VALLEY LAND CO LLC	METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); THOMPSON, TRAVIS L(Attorney)
45	14306	Water Right	Decreed	OAK VALLEY LAND CO LLC	METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); THOMPSON, TRAVIS L(Attorney)
45	14307	Water Right	Decreed	OAK VALLEY LAND CO LLC	METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); THOMPSON, TRAVIS L(Attorney)
45	14308	Water Right	Decreed	OAK VALLEY LAND CO LLC	METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); THOMPSON, TRAVIS L(Attorney)
45	14309	Water Right	Decreed	OAK VALLEY LAND CO LLC	METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); THOMPSON, TRAVIS L(Attorney)
45	14310	Water Right	Decreed	OAK VALLEY LAND CO LLC	METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); THOMPSON, TRAVIS L(Attorney)
45	14311	Water Right	Decreed	OAK VALLEY LAND CO LLC	METROPOLITAN LIFE INSURANCE COMPANY(Security Interest); THOMPSON, TRAVIS L(Attorney)

TitleOne
a title & escrow co.

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ID Dept. of Water Resources
650 Addison Ave. West, Suite 500
Twin Falls, ID 83301

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SOUTHERN REGION

Date: 05/20/2020

Escrow No. 18314172-A
Oak Valley Land Company, LLC/Oak Valley Dairy, L.L.C./Mike Aardema

Dear Clerk:

Enclosed with this letter please find the following documents in connection with the above referred to transaction:

1. The original executed Notice of Security Interest in a Water Right with Metropolitan Life Insurance Company.
2. A copy of the recorded First Amendment To Amended and Restated Mortgage, Assignment of Rents, Security Agreement and Fixture Filing.
3. TitleOne's check no. 27310 made payable to Idaho Department of Water Resources in the amount of $R875.00 for the filing fee.

Should you have any questions, please do not hesitate to contact Annette Roth at 208-881-0087.

Very truly yours,
TITLEONE

Nancy Garrett

Nancy Garrett
Administrative Assistant

AR/nrg
Enc.
FedEx