

RECEIVED ✓

APR 21 2020

DEPT OF WATER RESOURCES
SOUTHERN REGIONSTATE 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.
	47-2382	51-7373		
	47-17504	51-7374		
	47-17505	51-13051		
	47-17506	51-13053		
	47-17507			

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

Brighthouse Life Insurance Company c/o MetLife
Investment Management, LLC
205 E. River Park Circle, Suite 430
Fresno, CA 93720

Phone _____

Email _____

4. Name of Water Right Owner/Claimant(s) High Plains Land and Livestock, LLC

5. Expiration Date of Notification Period January 15, 2040

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

7. Signature(s) of Security Interest Holder(s) BRIGHTHOUSE LIFE INSURANCE COMPANY,
-
- a Delaware corporation
-
- By: MetLife Investment Management, LLC, its investment manager

By: _____

Name: Jonathan B Dressler

Its: Authorized Signature and Director

SUPPORT DATA

IN FILE # 47-2382**For Office Use Only**Received by DMDate 4-21-2020Receipt No. S037887Fee \$225-

Processed by _____

Date _____

WR DMDate 7-14-2020

WHEN RECORDED RETURN TO:

Brighthouse Life Insurance Company
c/o Stoel Rives LLP
Attn: Christopher Humphrey
101 S. Capitol Blvd, Suite 1900
Boise, Idaho 83702

Loan No. 200014 and 200438

(space above reserved for recorder's use)

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

(Twin Falls County, Idaho)

THIS FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "**Amendment**") is made effective as of April 15, 2020, by and among BIG SKY DAIRY, an Idaho general partnership ("**Big Sky Dairy**"), MICHAEL J. BOSMA ("**M. Bosma**"), RUSSELL VISSER ("**R. Visser**"), GOODING HEIFER RANCH, LLC, an Idaho limited liability company ("**Gooding Heifer**"), SKYLINE DAIRY, LLC, an Idaho limited liability company ("**Skyline Dairy**"), JENNIFER M. VISSER ("**J. Visser**"), RACHEL M. BOSMA ("**R. Bosma**"), HIGH PLAINS LAND AND LIVESTOCK, LLC, an Idaho limited liability company ("**High Plains Land**"), HIGH PLAINS DAIRY, L.L.C., an Idaho limited liability company ("**High Plains Dairy**"), DAVID CHARLES GANDOLFO ("**D. Gandolfo**"), JAYME LORI GANDOLFO ("**J. Gandolfo**") and HUGH CHARLES GANDOLFO and BEATRICE ANN GANDOLFO, as co-trustees of the GANDOLFO FAMILY TRUST DATED APRIL 22, 1999, under Declaration of Trust dated April 22, 1999 ("**Gandolfo Trust**") (Big Sky Dairy, M. Bosma, R. Visser, Gooding Heifer, Skyline Dairy, J. Visser, R. Bosma, High Plains Land, High Plains Dairy, D. Gandolfo, J. Gandolfo and Gandolfo Trust individually and collectively, "**Grantor**"), to and in favor of BRIGHTHOUSE LIFE INSURANCE COMPANY, a Delaware corporation ("**Mortgagee**").

RECITALS

A. Mortgagee has made a loan in the original principal sum of : (the "**Loan 200014**") to High Plains Land, High Plains Dairy, D. Gandolfo, J. Gandolfo and Gandolfo Trust (individually and collectively, "**Initial Borrower**") evidenced by that certain Promissory Note by Initial Borrower in favor of Mortgagee in the original principal amount of dated May 15, 2019 (the "**200014 Note**"). The 200014 Note is secured by that certain Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing dated as of May 15, 2019 and recorded May 16, 2019 as Instrument No. 2019007362 in the official records of Twin Falls County, Idaho (the "**Mortgage**"), encumbering certain real and personal property located in Twin Falls County, Idaho as more particularly described in the Mortgage. Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Mortgage.

B. Mortgagee has agreed to make its Loan No. 200438 (the "**Loan 200438**") to Grantor, which loan is evidenced by that certain Promissory Note by Grantor in favor of Mortgagee in the original principal amount of \$8,094,000.00 dated of even date herewith (the "**200438 Note**").

C. Grantor and Mortgagee desire to amend the Mortgage to provide that the Mortgage secures, in addition to the Secured Obligations defined therein, the obligations of Grantor under the 200438 Note, that an "Event of Default" as defined in the 200014 Note or the 200438 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 are hereby acknowledged by the parties hereto, it is agreed as follows:

1. Confirmation of Loan. The 200014 Note, the Mortgage and all other documents evidencing or securing the Loan 200014 are hereby confirmed by each Grantor as being in full force and effect and each of the Initial Borrower 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 200014 Note and the Mortgage and all other documents evidencing or securing Loan 200014 to this date.

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

(a) Definition of Grantor. The definition of "**Grantor**" means, individually and collectively as the context may require, each of the parties identified as Grantor above.

(b) Definition of Notes. The definition of the "**Note**" means, individually and together, the 200014 Note and the 200438 Note. All references in the Mortgage to the Note shall hereafter refer to the 200014 Note and the 200438 Note, individually and together.

(b) Definition of Indebtedness. The definition of "**Secured Obligations**" shall include the principal, interest, and other amounts due under the 200438 Note and all other Obligations (as defined in the 200438 Note).

(c) Definition of Loan. The definition of "**Loan**" means, individually and collectively as the context may require, Loan 200014 and Loan 200438.

(d) Definition of Loan Documents. The definition of "**Loan Documents**" shall include the 200438 Note, this Amendment, and all other agreements and instruments evidencing and or securing Loan 200438.

(e) Definition of Event of Default. The definition of "**Event of Default**" shall include any "Event of Default" as defined in the 200438 Note.

(f) Definition of Property. The definition of "**Property**" includes (i) all livestock handling fixtures and other non-rolling stock necessary to run the dairy business, including, but not limited to dairy equipment and fixtures, and milk handling, milk storage, milk processing and milking equipment located on the Land, (ii) all milk, cream and other dairy products and all receivables thereof, (iii) all working drawings, instructional manuals, and rights in processes directly related to the operation of the Property, and (iv) all contracts involving and warranties covering the Property.

(g) Grant. To secure repayment of the indebtedness evidenced by the 200438 Note,

in addition to the other Secured Obligations, each Grantor irrevocably and unconditionally mortgages, warrants, grants, bargains, sells and conveys to Mortgagee, with right of entry and possession, all of Grantor's estate, right, title and interest which Grantor now has or may later acquire in the Property (as defined in the Mortgage as amended hereby) subject to the terms, conditions, covenants, representations and warranties set forth in the Mortgage. Notwithstanding any other provision in the Loan Documents, the 200014 Note and the 200438 Note shall be *pari passu*.

3. Assumption. Each Grantor which is not an Initial Borrower hereby assumes and agrees to perform, effective as of the date of this Amendment, each of the covenants set forth in the Mortgage, other than the covenants arising solely under Loan 200014 and the 200014 Note.

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

5. Construction. This Amendment shall be construed in accordance with the law 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.

6. 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 Grantor subsequent to the date hereof.

7. 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.

8. Notices. All Notices to be provided Grantor in accordance with the Mortgage, as amended hereby, shall be mailed or delivered to the addresses indicated on the signature page(s) of this Amendment.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

GRANTOR:

Address for notices:
430 East Yakima, P O Box 407
Jerome, Idaho 83338

BIG SKY DAIRY, an Idaho general partnership

By: 
Russell Visser, Partner

By: 
Michael J. Bosma, Partner

By: 
Russell Visser, as Co-Trustee of the Visser Trust 1,
dated November 12, 2009, Partner

By: 
Michael J. Bosma, as Co-Trustee of the Visser Trust
1, dated November 12, 2009, Partner

Address for notices:
4078 Sage Springs Circle
Kimberly, Idaho 83341


MICHAEL J. BOSMA

Address for notices:
2371 S 1500 E
Gooding, Idaho 83330


RUSSELL VISSER

Address for notices:
30 E 200 S
Jerome, Idaho 83338

GOODING HEIFER RANCH, LLC, an Idaho limited liability company

By: 
Russell Visser, Member

By: 
Michael J. Bosma, Member

By: 
Russell Visser, as Co-Trustee of the Visser Trust 1,
dated November 12, 2009
Member

By: 
Michael J. Bosma, as Co-Trustee of the Visser Trust
1, dated November 12, 2009
Member

Address for notices:
PO Box 407, 430 East Yakima
Jerome, Idaho 83338

SKYLINE DAIRY, LLC, an Idaho limited liability company

By: 
Russell Visser, Member

By: 
Michael J. Bosma, Member

By: 
Russell Visser, as Co-Trustee of the Visser Trust 1,
dated November 12, 2009
Member

By: 
Michael J. Bosma, as Co-Trustee of the Visser Trust
1, dated November 12, 2009
Member

Address for notices:
2371 S 1500 E
Gooding, Idaho 83330

Jennifer M. Visser
JENNIFER M. VISSER

Address for notices:
4078 Sage Springs Circle
Kimberly, Idaho 83341

Rachel M. Bosma
RACHEL M. BOSMA

Address for notices:
PO Box 780
Castleford, Idaho 83321

HIGH PLAINS LAND AND LIVESTOCK, LLC, an Idaho
limited liability company

By: David Gandolfo
David Gandolfo, Member

By: Hugh Charles Gandolfo
Hugh Charles Gandolfo, as co-trustee of the
GANDOLFO FAMILY TRUST DATED APRIL 22,
1999, under Declaration of Trust dated April 22,
1999, Member

By: Beatrice Ann Gandolfo
Beatrice Ann Gandolfo, as co-trustee of the
GANDOLFO FAMILY TRUST DATED APRIL 22,
1999, under Declaration of Trust dated April 22,
1999, Member

Address for notices:
PO Box 780
Castleford, Idaho 83321

HIGH PLAINS DAIRY, L.L.C., an Idaho limited liability
company

By: David Gandolfo
David Gandolfo, Member

Address for notices:
PO Box 780
Castleford, Idaho 83321

David Gandolfo
DAVID GANDOLFO

Address for notices:
PO Box 780
Castleford, Idaho 83321

Jayne Lori Gandolfo
JAYME LORI GANDOLFO

Address for notices:
1268 Highland Road
Santa Ynez, California 93460

Address for notices:
1268 Highland Road
Santa Ynez, California 93460

Hugh Charles Gandolfo

HUGH CHARLES GANDOLFO, as co-trustee of the
GANDOLFO FAMILY TRUST DATED APRIL 22, 1999,
under Declaration of Trust dated April 22, 1999

Beatrice Ann Gandolfo

BEATRICE ANN GANDOLFO, as co-trustee of the
GANDOLFO FAMILY TRUST DATED APRIL 22, 1999,
under Declaration of Trust dated April 22, 1999

MORTGAGEE

BRIGHTHOUSE LIFE INSURANCE COMPANY,
a Delaware corporation

By: MetLife Investment Management, LLC, its
investment manager

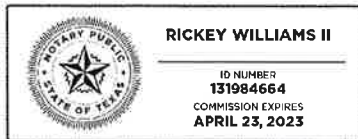
By: *Jonathan B. Dressler*
Name: Jonathan B. Dressler
Its: Authorized Signatory and Director

[ACKNOWLEDGEMENTS ON FOLLOWING PAGES]

[GRANTOR ACKNOWLEDGMENTS]

STATE OF Texas)
)ss.
COUNTY OF Kaufman)

This record was acknowledged before me on April 13, 2020, by Russell Visser as Partner of Big Sky Diary, an Idaho general partnership.

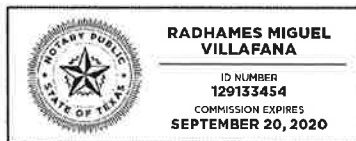


Rickey Williams II
Notary Public for Texas
Printed Name: Rickey Williams II
Commission Expires: 04/23/2023

Notarized online using audio-video communication

STATE OF Texas)
)ss.
COUNTY OF Dallas)

This record was acknowledged before me on April 13th, 2020, Michael J. Bosma as Partner of Big Sky Diary, an Idaho general partnership.

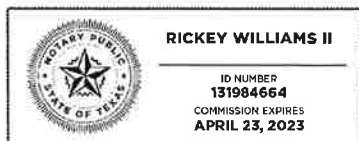


Radhames Miguel Villafana
Notary Public for Texas
Printed Name: Radhames Miguel Villafana
Commission Expires: 09/20/2020

STATE OF Texas)
)ss.
COUNTY OF Kaufman)

Notarized online using audio-video communication

This record was acknowledged before me on April 13, 2020, by Russell Visser as Co-Trustee of the Visser Trust 1, dated November 12, 2009, as Partner of Big Sky Diary, an Idaho general partnership.

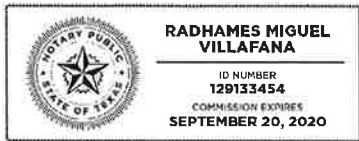


Rickey Williams II
Notary Public for Texas
Printed Name: Rickey Williams II
Commission Expires: 04/23/2023

Notarized online using audio-video communication

STATE OF Texas)
)ss.
COUNTY OF Dallas)

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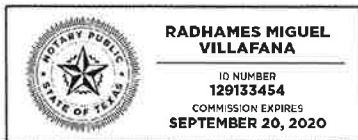
Radhames Miguel Villafana

Notary Public for Texas
Printed Name: Radhames Miguel Villafana
Commission Expires: 09/20/2020

Notarized online using audio-video communication

STATE OF Texas)
)ss.
COUNTY OF Dallas)

This record was acknowledged before me on APRIL 13th, 2020, by Michael J. Bosma.



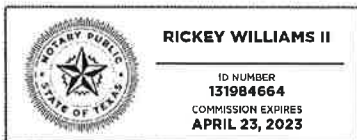
Radhames Miguel Villafana

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Printed Name: Radhames Miguel Villafana
Commission Expires: 09/20/2020

Notarized online using audio-video communication

STATE OF Texas)
)ss.
COUNTY OF Kaufman)

This record was acknowledged before me on April, 2020, by Russell Visser.



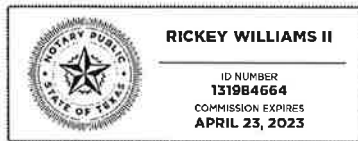
Rickey Williams II

Notary Public for Texas
Printed Name: Rickey Williams II
Commission Expires: 04/23/2023

Notarized online using audio-video communication

STATE OF Texas)
)ss.
COUNTY OF Kaufman)

This record was acknowledged before me on April 13, 2020, by Russell Visser, as Member of Gooding Heifer Ranch, LLC, an Idaho limited liability company.

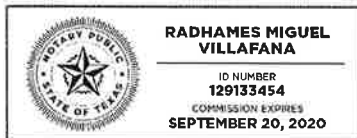


Rickey Williams II
Notary Public for Texas
Printed Name: Rickey Williams II
Commission Expires: 04/23/2023

Notarized online using audio-video communication

STATE OF Texas)
)ss.
COUNTY OF Dallas)

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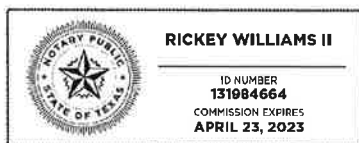


Radhames Miguel Villafana
Notary Public for Texas
Printed Name: Radhames Miguel Villafana
Commission Expires: 09/20/2020

Notarized online using audio-video communication

STATE OF Texas)
)ss.
COUNTY OF Kaufman)

This record was acknowledged before me on April 13, 2020, by Russell Visser as Co-Trustee of the Visser Trust 1, dated November 12, 2009, as Member of Gooding Heifer Ranch, LLC, an Idaho limited liability company.

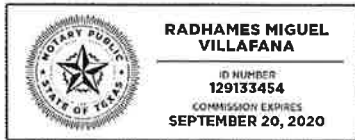


Rickey Williams II
Notary Public for Texas
Printed Name: Rickey Williams II
Commission Expires: 04/23/2023

Notarized online using audio-video communication

STATE OF Texas)
COUNTY OF Dallas)ss.

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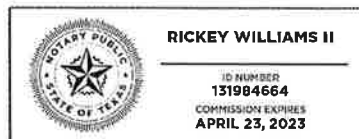
Radhames Miguel Villafana

Notary Public for Texas
Printed Name: Radhames Miguel Villafana
Commission Expires: 09/20/2020

STATE OF Texas)
COUNTY OF Kaufman)ss.

Notarized online using audio-video communication

This record was acknowledged before me on April, 2020, by Russell Visser, as Member of Skyline Dairy, LLC, an Idaho limited liability company.



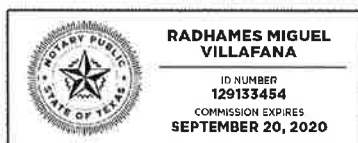
Rickey Williams II

Notary Public for Texas
Printed Name: Rickey Williams II
Commission Expires: 04/23/2023

Notarized online using audio-video communication

STATE OF Texas)
COUNTY OF Dallas)ss.

This record was acknowledged before me on APRIL 13TH, 2020, by Michael J. Bosma, as Member of Skyline Dairy, LLC, an Idaho limited liability company.



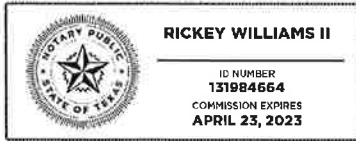
Radhames Miguel Villafana

Notary Public for Texas
Printed Name: Radhames Miguel Villafana
Commission Expires: 09/20/2020

Notarized online using audio-video communication

STATE OF Texas)
COUNTY OF Kaufman) ss.

This record was acknowledged before me on April 13, 2020, by Russell Visser as Co-Trustee of the Visser Trust 1, dated November 12, 2009, as Member of Skyline Dairy, LLC, an Idaho limited liability company.

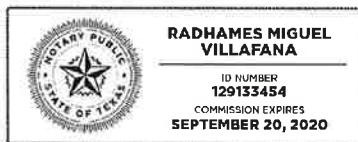


Rickey Williams II
Notary Public for Texas
Printed Name: Rickey Williams II
Commission Expires: 04/23/2023

Notarized online using audio-video communication

STATE OF Texas)
COUNTY OF Dallas) ss.

This record was acknowledged before me on APRIL 13TH, 2020, by Michael J. Bosma as Co-Trustee of the Visser Trust 1, dated November 12, 2009, as Member of Skyline Dairy, LLC, an Idaho limited liability company.

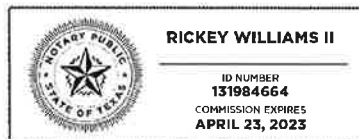


Radhames Miguel Villafana
Notary Public for Texas
Printed Name: Radhames Miguel Villafana
Commission Expires: 09/20/2020

STATE OF Texas)
COUNTY OF Kaufman) ss.

Notarized online using audio-video communication

This record was acknowledged before me on April 13th, 2020, by Jennifer M. Visser.



Rickey Williams II
Notary Public for Texas
Printed Name: Rickey Williams II
Commission Expires: 04/23/2023

Notarized online using audio-video communication

STATE OF Virginia)
)ss.
COUNTY OF Loudoun)

This record was acknowledged before me on April 13, 2020, by Rachel M. Bosma.



Latifa C Garrison

Notary Public for Virginia
Printed Name: Latifa C Garrison
Commission Expires: 01/31/2022

Notarized online using audio-video communication

STATE OF Virginia)
)ss.
COUNTY OF Loudoun)

This record was acknowledged before me on April 13, 2020, by David Gandolfo, as Member of High Plains Land and Livestock, LLC, an Idaho limited liability company.



Latifa C Garrison

Notary Public for Virginia
Printed Name: Latifa C Garrison
Commission Expires: 01/31/2022

Notarized online using audio-video communication

STATE OF Virginia)
)ss.
COUNTY OF Loudoun)

This record was acknowledged before me on April 13, 2020, by David Gandolfo, as Member of High Plains Dairy, L.L.C., an Idaho limited liability company.



Latifa C Garrison

Notary Public for Virginia
Printed Name: Latifa C Garrison
Commission Expires: 01/31/2022

Notarized online using audio-video communication

STATE OF Virginia)
)ss.
COUNTY OF Loudoun)

This record was acknowledged before me on April 13, 2020, by David Gandolfo.



Latifa C Garrison

Notary Public for Virginia
Printed Name: Latifa C Garrison
Commission Expires: 01/31/2022

STATE OF Virginia)
)ss.
COUNTY OF Fairfax)

Notarized online using audio-video communication

This record was acknowledged before me on April 13th, 2020, by Jayme Lori Gandolfo.



Hope Thomas

Notary Public for Virginia
Printed Name: Hope Thomas
Commission Expires: 02/28/2021

Notarized online using audio-video communication

[ACKNOWLEDGEMENTS CONTINUE]

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 Virginia)
COUNTY OF Prince William) SS.

On 14 April, 2020, before me, Lepatience Katina McClain, a Notary Public, personally appeared Hugh Charles Gandolfo, 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 Virginia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Lepatience Katina McClain

Notary Public

Notarized online using audio-video communication

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 Virginia)
COUNTY OF Prince William) SS.

On 14 April, 2020, before me, Lepatience Katina McClain, a Notary Public, personally appeared Beatrice Ann Gandolfo, 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 Virginia that the foregoing paragraph is true and correct. Notarized online using audio-video communication

WITNESS my hand and official seal.

Lepatience Katina McClain

Notary Public



[MORTGAGEE ACKNOWLEDGEMENT]

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 Virginia)
COUNTY OF Loudoun) ss.

On April 13th, 2020 before me, Latifa C Garrison, Notary Public, personally appeared Jonathan B. Dressler, Signatory and Director, 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 Virginia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

Latifa C Garrison

(seal)

Notarized online using audio-video communication





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 14, 2020

BRIGHTHOUSE LIFE INSURANCE COMPANY
C/O METLIFE INVESTMENT MANAGEMENT LLC
205 E RIVER PARK CIR STE 430
FRESNO CA 93720-1572

RE: Notice of Security Interest for Water Right No(s): 47-2382, 47-17504, 47-17505, 47-17506,
47-17507, 51-7373, 51-7374, 51-13051, 51-13053

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) 293-9908.

Sincerely,

Denise Maline

Denise Maline
Administrative Assistant 1

Enclosure(s)

c: High Plains Land & Livestock LLC
Mc Finney Agri Finance LLC
TitleOne, Burley (File #19351498)



211 West 13th Street
Burley, ID 83318
Ph. (208) 881-0087
Fx. (866) 582-7546
www.titleonecorp.com

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

RECEIVED

APR 21 2020

DEPT OF WATER RESOURCES
SOUTHERN REGION

Date: 04/20/2020

Escrow No. 19351498
High Plains Land and Livestock, LLC et al

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 between High Plains Land and Livestock, LLC and Brighthouse Life Insurance Company c/o MetLife.
2. A copy of the original executed First Amendment To Mortgage, Assignment of Rents, Security Agreement and Fixture Filing recorded April 16, 2020 as Instrument No. 2020006850, records of Twin Falls Co., ID.
3. TitleOne's check no. 26704 payable to Idaho Department of Water Resources in the amount of \$225.00.

Please make the necessary changes in the records to indicate the new security interest. Please send a receipted copy to this office indicating the File No. 19351498.

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

Very truly yours,
TITLEONE

Nancy Garrett
Administrative Assistant

AR/nrg
Enc.
FedEx