

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)

RECEIVED
JAN 21 2020
DEPT OF WATER RESOURCES
SOUTHERN REGION

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.
36-08223	36-17024		
36-14674	36-17025		
36-7364A	36-17026		
36-17023			

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
10801 Mastin Boulevard, Suite 700
Overland Park KS 66210

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

VP Idaho Dairy LLC, Donald Joe Vander Poel and
Carolyn Lee Vander Poel

5. Expiration Date of Notification Period

December 1, 2039

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:

Title: Its Authorized Signatory and Director

For Office Use Only

Received by

SG

Date

1/21/20

Receipt No.

5037709

Fee

\$175.00

Processed by AJ

Date

WR

DM

Date

3-10-2020

Notice of Security Interest in Water Rights
VP Idaho Dairy LLC
Loan No. 200444
104605537.1 0053564-00436

SUPPORT DATA

IN FILE # 36-7364A

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

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

Instrument # 267390

GOODING COUNTY, GOODING, IDAHO
01-17-2020 13:08:18 No. of Pages: 8
Recorded for: TITLEONE - TWIN FALLS
DENISE GILL Fee: \$31.00
Ex-Officio Recorder Deputy: DAL
Electronically Recorded by Simplifile

Loan Nos. 199488 and 200444

18309639-2

(space above reserved for recorder's use)

**FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING
(For concurrent recording in Jerome and Gooding Counties, Idaho)**

THIS FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment") is made and entered into as of January 14, 2020, by and among VP IDAHO DAIRY LLC, an Idaho limited liability company, DONALD JOE VANDER POEL and CAROLEN LEE VANDER POEL, husband and wife (individually, each a "Mortgagor" and, collectively, the "Mortgagors"), and BRIGHTHOUSE LIFE INSURANCE COMPANY, a Delaware corporation ("Mortgagee").

RECITALS

A. Mortgagee made a loan to Mortgagors in the original principal amount of (the "199488 Loan") evidenced by that certain Promissory Note dated May 25, 2018 (the "199488 Note"). The 199488 Note is secured by that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of May 25, 2018 and recorded on May 29, 2018 in the Official Records of Gooding and Jerome Counties, Idaho as Instrument Nos. 261914 and 2182159, respectively, executed by the Mortgagors/Mortgagors, for the benefit of Mortgagee (the "Mortgage"), encumbering certain real and personal property located in Gooding and Jerome Counties, 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. 200444 (the “**200444 Loan**”) to Mortgagors, which loan is evidenced by that certain Promissory Note dated as of even date herewith executed by Mortgagors to the order of Mortgagee in the original principal amount of (the “**200444 Note**”). The final payment of principal and interest pursuant to the 200444 Note will be due on December 1, 2039.

C. Mortgagors and Mortgagee desire to amend the Mortgage to provide that the Mortgage secures the obligations of Mortgagors under the 200444 Note 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 199488 Note and the Mortgage are hereby confirmed by each Mortgagor as being in full force and effect and each Mortgagor acknowledges that as of the date hereof, it has no defenses or offsets to any of its obligations thereunder and that Mortgagee has performed all of its obligations under the 199488 Note and the Mortgage to this date.

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

(a) Definition of Note. The definition of the “**Note**” means, individually and collectively, the 199488 Note and the 200444 Note. All references in the Mortgage to the Note shall hereafter refer to the 199488 Note and the 200444 Note, individually and collectively.

(b) Definition of Indebtedness. The definition of “**Secured Obligations**” is hereby revised to include the principal, interest, and other amounts due under the 200444 Note.

(c) Definition of Loan Documents. The definition of “**Loan Documents**” is hereby revised to include the 200444 Note and all other agreements and instruments evidencing and or securing the 200444 Loan.

(d) Grant. To secure repayment of the indebtedness evidenced by the 200444 Note, in addition to the other Indebtedness, Mortgagors irrevocably and unconditionally mortgage, warrant, grant, bargain, sell and convey 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 199488 Note and the 200444 Note shall be *pari passu*.

3. Reaffirmation. Except as expressly set forth herein, the Mortgage shall remain unmodified and in full force and effect, and Mortgagors hereby affirm and reaffirm, 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 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.

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 Mortgagors 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.

[Signature pages follow]


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

MORTGAGORS

Address for notices:
268 S 500 West
Jerome, Idaho 83338

VP IDAHO DAIRY LLC, an Idaho limited liability company

By:



DONALD JOE VANDER POEL
Manager

Address for notices:
268 S 500 West
Jerome, Idaho 83338



DONALD JOE VANDER POEL

Address for notices:
268 S 500 West
Jerome, Idaho 83338

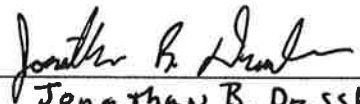


CAROLEN LEE VANDER POEL

MORTGAGEE:

BRIGHTHOUSE LIFE INSURANCE COMPANY,
a Delaware corporation

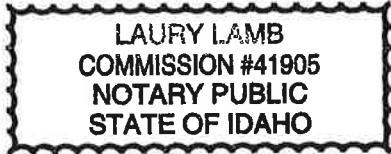
By: MetLife Investment Management, LLC,
its investment manager

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

[ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

STATE OF IDAHO)
COUNTY OF Jerome) ss.

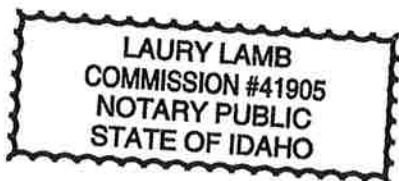
On January 14, 2020, before me, the undersigned, a Notary Public, personally appeared DONALD JOE VANDER POEL, as manager of VP IDAHO DAIRY LLC, an Idaho limited liability company, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of the company.



Laury Lamb
Notary Public for Idaho
Printed Name: Laury Lamb
Commission Expires: 04/02/2022

STATE OF IDAHO)
COUNTY OF Jerome) ss.

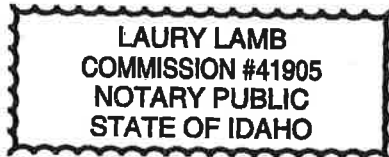
On January 14, 2020, before me, the undersigned, a Notary Public, personally appeared DONALD JOE VANDER POEL, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Laury Lamb
Notary Public for Idaho
Printed Name: Laury Lamb
Commission Expires: 04/02/2022

STATE OF IDAHO)
COUNTY OF Jerome) ss.

On January 14, 2020, before me, the undersigned, a Notary Public, personally appeared CAROLEN LEE VANDER POEL, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



Laury Lamb
Notary Public for Idaho
Printed Name: Laury Lamb
Commission Expires: 04/02/2022

[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 CALIFORNIA)
COUNTY OF Fresno) ss.

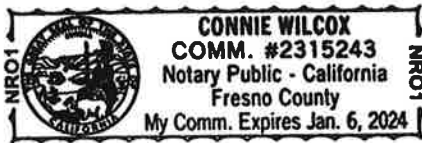
On January 13th, 2020 before me, Connie Wilcox, Notary Public, personally appeared Jonathan R. Drasler, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.

[Seal]

Name: Connie Wilcox
Notary Public
My Commission Expires: January 6, 2024





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

March 10, 2020

BRIGHTHOUSE LIFE INSURANCE CO
C/O METROPOLITAN LIFE INSURANCE COMPANY
10801 MASTIN ST STE 930
OVERLAND PARK KS 66210-1677

RE: Notice of Security Interest for Water Right No(s): 36-7364A, 36-8223, 36-14674, 36-17023,
36-17024, 36-17025, 36-17026

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
Administrative Assistant 1

Enclosure(s)

c: VP Idaho Dairy LLC
TitleOne, Burley (File #18309639-2)



TitleOne
a title & escrow co.

P. O. Box 177
Burley, ID 83318
(208)881-0087
www.titleonecorp.com

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

RECEIVED

JAN 21 2020

DEPT OF WATER RESOURCES
SOUTHERN REGION

Date: 01/17/2020

Escrow No. 18309639-2
VP Idaho Dairy, LLC

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 for Brighthouse Life Insurance Company/ VP Idaho Dairy, LLC.
2. A copy of the original recorded First Amendment To Mortgage.
3. TitleOne's check no. 25219 made payable to Idaho Dept. of Water Resources in the amount of \$175.00 for the transfer fee.

Would you please make the necessary changes in the records to indicate the new security for the water rights. Please send a receipted copy back to Annette Roth at the address listed above.

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

Very truly yours,
TITLEONE

Nancy Garrett
Administrative Assistant

AR/nrg
Enc.
FedEx