

STATE OF IDAHO DEPARTMENT OF WATER
RESOURCES

RECEIVED

JUN 29 2017

DEPT OF WATER RESOURCES
SOUTHERN REGION

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

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

1.

Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
47-8011A	47-17553	47-2286	47-12141
47-8238	47-17558	47-17489	47-12812
47-13651	47-17563	47-12140	

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
10801 Mastin Boulevard, Suite 930
Overland Park KS 66210

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

Harmony Organic Dairy, LLC
Sean Christopher Mallett
Staci Roseanne Mallett

5. Expiration Date of Notification Period

May 25, 2037

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

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

METROPOLITAN LIFE INSURANCE COMPANY

By:



TITLE: Director

For Office Use Only

Received by DM

Date 6-29-2017

Receipt No. 5036202

Fee \$275-

Processed by AJ

Date _____

WR _____

Date _____

SUPPORT DATA

IN FILE # 47-2286

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

WHEN RECORDED RETURN TO:
Metropolitan Life Insurance Company
Agricultural Investments
10801 Mastin Blvd., Ste 930
Overland Park, KS 66210-2101
Attn: Loan Manager, Central Region

TWIN FALLS COUNTY
RECORDED FOR:
TITLEONE - BURLEY
09:53:35 AM 06-28-2017
2017010083
NO. PAGES 9 FEE: \$34.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: JWD
Electronically Recorded by Simplifile

Loan No. 198936

17289535
(space above reserved for recorder's use)

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

THIS FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment") is made and entered into as of June 28, 2017, by and between HARMONY ORGANIC DAIRY, LLC, an Idaho limited liability company ("Harmony Organic Dairy") and SEAN CHRISTOPHER MALLET ("Sean Mallett") and STACI ROSEANNE MALLET ("Staci Mallett"), husband and wife (Harmony Organic Dairy, Sean Mallett, and Staci Mallett are herein individually and collectively, "Grantor"), and METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation ("Mortgagee").

RECITALS

A. Mortgagee made a loan (the "197982 Loan") to Grantor on December 28, 2015 evidenced by a Promissory Note in the original principal amount of \$6,650,000.00 dated as of December 28, 2015 and executed by Grantor, as borrower, to the order of Mortgagee (the "197982 Note"). The 197982 Note is secured by that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of December 28, 2015 and recorded on December 29, 2015 in the Official Records of Twin Falls County, Idaho as Instrument No. 2015022565, executed by Grantor, as mortgagor, for the benefit of Mortgagee (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. 198936 (the "198936 Loan") to Grantor, which loan is evidenced by that certain Promissory Note dated as of even date herewith executed by Grantor to the order of Mortgagee in the original principal amount of \$1,500,000.00 (the "198936 Note"). The final payment of principal and interest pursuant to the 198936 Note will be due on May 25, 2037.

C. Grantor and Mortgagee desire to amend the Mortgage to provide (1) that the Mortgage secure the obligations of Grantor under the 198936 Note, (2) that Exhibits A and D to the Mortgage be replaced with Exhibits A-1 and D-1, respectively, each attached hereto and incorporated herein by this reference, and (3) for such other matters as set forth herein.

WHEN RECORDED RETURN TO:
Metropolitan Life Insurance Company
Agricultural Investments
10801 Mastin Blvd., Ste 930
Overland Park, KS 66210-2101
Attn: Loan Manager, Central Region

Loan No. 198936

17289535

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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 197982 Note and the Mortgage are hereby confirmed by Grantor as being in full force and effect and Grantor 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 197982 Note and the Mortgage to this date.

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

(a) Definition of Note. The definition of the "Note" means, individually and collectively, the 197982 Note and the 198936 Note. All references in the Mortgage to the Note shall hereafter refer to the 197982 Note and the 198936 Note, individually and collectively..

(b) Exhibit A of the Mortgage is replaced with Exhibit A-1 attached hereto.

(c) Exhibit D of the Mortgage, is replaced with Exhibit D-1 attached hereto.

3. 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.

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 Grantor 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 page follows]

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

GRANTOR

Address for notices:

2679 Poleline Road East
Twin Falls, Idaho 83301

HARMONY ORGANIC DAIRY, LLC, an Idaho
limited liability company

By: 

SEAN MALLETT,
aka SEAN CHRISTOPHER MALLETT
Managing Member

Address for notices:

2679 Poleline Road East
Twin Falls, Idaho 83301


SEAN CHRISTOPHER MALLETT

Address for notices:

2679 Poleline Road East
Twin Falls, Idaho 83301


STACI ROSEANNE MALLETT

MORTGAGEE:

METROPOLITAN LIFE INSURANCE COMPANY,
a New York corporation

By: Paulette O'Neil
Printed Name: Paulette O'Neil
Title: Director

[ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

[GRANTOR ACKNOWLEDGEMENTS]

STATE OF IDAHO)
COUNTY OF Twin Falls)ss.

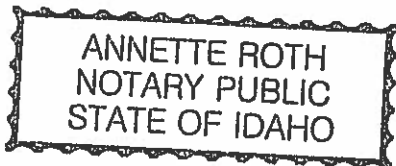
On June 27, 2017, before me, Annette Roth, a Notary Public, personally appeared SEAN MALLET, known or identified to me (or proved to me on the oath of SEAN MALLET), to be the Managing Member of the limited liability company of HARMONY ORGANIC DAIRY, LLC and the member or one of the members who subscribed said company name to the foregoing instrument, and acknowledged to me that he executed the same in said company name.



Annette Roth
Notary Public for Idaho
Printed Name: Annette Roth
Commission Expires: 8-4-2017

STATE OF IDAHO)
COUNTY OF Twin Falls)ss.

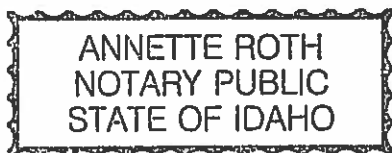
On June 27, 2017, before me, Annette Roth, a Notary Public, personally appeared SEAN CHRISTOPHER MALLET known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Annette Roth
Notary Public for Idaho
Printed Name: Annette Roth
Commission Expires: 8-4-2017

STATE OF IDAHO)
COUNTY OF Twin Falls)ss.

On June 27, 2017, before me, Annette Roth, a Notary Public, personally appeared STACI ROSEANNE MALLET, 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.



Annette Roth
Notary Public for Idaho
Printed Name: Annette Roth
Commission Expires: 8-4-2017

[MORTGAGEE ACKNOWLEDGEMENT]

State of KANSAS)

County of Johnson)

On June 23, 2017, before me, the undersigned Notary Public, personally appeared Paulette Oxner, the Director of Metropolitan Life Insurance Company, personally known to me 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.

WITNESS my hand and official seal.

Roberta L Black
My commission expires: 08/26/2017



EXHIBIT A-1

Harmony Organic
Loan No: 198936

**MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT,
AND FIXTURE FILING**

Legal Description of Real Estate

Twin Falls County, Idaho

TRACT 1:

PARCEL NO. 1:

**TOWNSHIP 12 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO**

Section 12: NE $\frac{1}{4}$, SE $\frac{1}{4}$ and W $\frac{1}{2}$

SAVE AND EXCEPT the following described:

Beginning at the Southeast corner of said Section 12;

Thence North along the East line of said Section for a distance of 200 feet;

Thence Westerly along a line parallel with the South line of said Section for a distance of 70 rods;

**Thence Southerly along a line parallel with the East line of said Section for a distance of 200 feet
to the South line of said Section;**

**Thence East along said South line of said Section for a distance of 70 rods to the Point of
Beginning.**

Section13: E $\frac{1}{2}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$

EXCEPT the South 198 feet thereof.

PARCEL NO. 2:

**TOWNSHIP 12 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO**

Section 12: Part of the SE $\frac{1}{4}$, more particularly described as follows:

Beginning at the Southeast corner of said Section 12;

Thence North along the East line of said Section for a distance of 200 feet;

Thence Westerly along a line parallel with the South line of said Section for a distance of 70 rods;

**Thence Southerly along a line parallel with the East line of said Section for a distance of 200 feet
to the South line of said Section;**

**Thence East along said South line of said Section for a distance of 70 rods to the Point of
Beginning.**

TRACT 2:

**TOWNSHIP 12 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO**

Exhibit A

Section 17: W½SW¼

Section 18: NE¼; E½SE¼

TRACT 3:

TOWNSHIP 12 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 19: A parcel of land located in the N¼, more particularly described as follows:

Commencing at the Northwest corner of said Section 19, from which the N¼ corner of Section 19 bears South 89°29'20" East, 1962.06 feet;

Thence South 89°29'20" East along the North boundary of the NW¼ of Section 19 for a distance of 350.00 feet to THE TRUE POINT OF BEGINNING;

Thence continuing South 89°29'20" East along the North boundary of the NW¼ of Section 19 for a distance of 1612.06 feet to the Northeast corner of the NW¼ of Section 19;

Thence continuing South 89°29'20" East along the North boundary of the NE¼ of Section 19 for a distance of 2628.52 feet to the Northeast corner of the NE¼ of Section 19;

Thence South 00°08'55" East along the East boundary of the NE¼ of Section 19 for a distance of 2661.76 feet to the Southeast corner of the NE¼ of Section 19;

Thence North 89°22'40" West along the South boundary of the NE¼ of Section 19 for a distance of 2636.99 feet to the Southwest corner of NE¼ of Section 19;

Thence North 00°01'57" East along the West boundary of the NE¼ of Section 19 for a distance of 1356.96 feet;

Thence North 89°22'40" West parallel with the South boundary of the NW¼ of Section 19 for a distance of 1962.28 feet to a point on the West boundary of the NW¼ of Section 19;

Thence North 00°02'26" East along the West boundary of the NW¼ of Section 19 for a distance of 945.79 feet;

Thence North 45°16'33" East for a distance of 492.94 feet to THE TRUE POINT OF BEGINNING.

SUBJECT TO:

- 1. A 25.0 foot wide county road easement along the North, West and East boundaries of the before described parcel.**
- 2. An easement to the Salmon River Canal Company for the use and maintenance of the irrigation lateral that traverses through the before described parcel.**
- 3. A 20.0 foot wide irrigation easement for the use and maintenance of existing irrigation ditches, buried irrigation pipeline and appurtenance, said easement being 10.0 feet each side of the following described center of easement line:**

Commencing at the North One Quarter (N¼) corner of Section 19, Township 12 South, Range 17 East, Boise Meridian;

Thence South 00°01'57" West along the West boundary of the E½ of Section 19 for a distance of 1388.97 feet to a point on the West boundary of the before described 217.755 acre parcel, said point being THE TRUE POINT OF BEGINNING;

Thence North 34°28'00" East for a distance of 101.76 feet;

Thence South 55°32'00" East for a distance of 92.00 feet;

Thence South 34°28'00" West for a distance of 237.23 feet to a point on the West boundary of the before described 217.755 acre parcel

and being the terminus point of the described easement.

The sideline boundaries of the described easement shall be lengthened or shortened as necessary to intersect the West boundary of the before described 217.755 acre parcel.

Exhibit A-1

Exhibit D-1
List of Specific Water Shares

CERTIFICATE NUMBER	NUMBER OF SHARES
Salmon River Canal Company	
5097	994.63
5127	462.83
TOTAL SHARES:	1457.46

Exhibit D-1



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858

Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

August 2, 2017

METROPOLITAN LIFE INSURANCE CO
10801 MASTIN BLVD STE 930
OVERLAND PARK KS 66210

Re: Notice of Security Interest in a Water Right for Water Right 47-2286, 47-8011A, 47-8238, 47-12140, 47-12141, 47-12812, 47-13651, 47-17489, 47-17553, 47-17558 and 47-17563
Harmony Organic Dairy LLC, Sean Christopher Mallett, Staci Roseanne Mallett

Dear Party Holding Security Interest:

The Department of Water Resources acknowledges receipt of the Notice of Security Interest in a Water Right you recently submitted on the above water rights. The Department has modified its records to reflect the security interest and has enclosed a computer-generated report for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owners of a water right to the Department. Notice of the change must be provided to the Department within 120 days of the change. Change reporting forms are available from any office of the Department or on the Department's website.

Please feel free to contact this office with any questions you may have.

Sincerely,

Trish Fawcett
Technical Records Specialist

Enclosures

Cc: TitleOne (17289535)
Harmony Organic Dairy LLC, Sean & Staci Mallett



RECEIVED

JUN 29 2017

DEPT OF WATER RESOURCES
SOUTHERN REGION

June 28, 2017

Trish Fawcett
ID Department of Water Resources
650 Addison Ave. West, Ste. 500
Twin Falls, ID 83301

RE: TitleOne File No. 17289535
Harmony Organic Dairy, LLC

Dear Trish:

Enclosed with this letter please find the following:

1. The original executed Notice of Security Interest in a Water Right.
2. A copy of the executed and recorded First Amendment to Mortgage, Assignment Of Rents, Security Agreement and Fixture Filing.
3. TitleOne Corporation's check no. 10538 payable to the Idaho Department of Water Resources in the amount of \$275.00.

Please make the necessary changes to indicate the security interest. Please send a receipted copy to this office.

Should you have any questions, or if TitleOne Corporation may be of further assistance, please do not hesitate to contact this office.

Very truly yours,
TITLEONE CORPORATION

Nancy Garrett
Administrative Assistant

AR/nrg
Enc.
FedEx