

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.
57-10194	57-12130		

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

MetLife Real Estate Lending LLC
c/o MetLife Investment Management, LLC
205 East River Park Circle, Suite 430
Fresno, CA 93720

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

Nederend Farms LLLP

5. Expiration Date of Notification Period

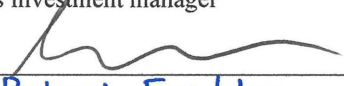
October 5, 2045

6. Is this a Renewal of Request for Notification?

☐ YES ☒ NO

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

MetLife Real Estate Lending LLC,
a Delaware limited liability company
By: MetLife Investment Management, LLC,
its investment manager

By: 
Name: Robert Frudden
Title: Authorized Signatory and Director

For Office Use Only

Received by SN Date W052835 Receipt No. 12/5/2025 Fee \$50
Processed by AJ _____ Date _____ WR _____ Date _____

Processed by: MB 5/18/2026

RECORDING REQUESTED BY AND
AFTER RECORDING, MAIL TO:

Stoel Rives LLP
600 University Street, Suite 3600
Seattle, Washington 98101
Attn: Virginia M. Pedreira

Instrument # 321743
MURPHY, OWYHEE, IDAHO
2025-11-05 12:04:11 No. of Pages: 13
Recorded for: TITLEONE - EAST REGION
ANGELA BARKELL Fee: \$46.00
Ex-Officio Recorder Deputy: map
Index To: AMENDMENT
Electronically Recorded by Simplifile

Loan Nos. 203773, 203424, 203270 and 196627

25572148

(space above reserved for recorder's use)

**FOURTH AMENDMENT AND SUPPLEMENT TO MORTGAGE, ASSIGNMENT OF RENTS, SECURITY
AGREEMENT AND FIXTURE FILING
(Owyhee County, Idaho)**

THIS FOURTH AMENDMENT AND SUPPLEMENT TO MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "**Amendment**") is made and entered into as of November 5th, 2025, by and between NEDEREND FARMS, LLLP, an Idaho limited liability limited partnership (the "**Partnership**" or the "**Mortgagor**"), and METLIFE REAL ESTATE LENDING LLC, a Delaware limited liability company, as successor in interest to METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation ("**Mortgagee**").

RECITALS

A. Mortgagee made the following loans (the "**Existing Loans**") to Mortgagor and Hans Nicholas Nederend (also known as Hans Nederend, Jr.) and Janene Marie Nederend, husband and wife, Hans N. Nederend, IV, a married man, John Joseph Nederend, a married man, and James Aaron Nederend, a single man (individually and collectively, "**Original Debtor**"): (i) a loan in the original principal amount of Twenty-Eight Million Four Hundred Thousand and 00/100 Dollars (\$28,400,000.00) (the "**196627 Loan**") evidenced by that certain Promissory Note made by Original Debtor to the order of Mortgagee and dated September 25, 2013 as amended by that certain Note Modification Agreement dated February 10, 2015 (collectively, the "**196627 Note**"); (ii) a loan in the original principal amount of Twelve Million and 00/100 Dollars (\$12,000,000.00) (the "**203270 Loan**") evidenced by that certain Promissory Note dated May 13, 2024 executed to the order of Mortgagee (the "**203270 Note**"), and (iii) a loan in the original principal amount of Seven Million Fifty-Five Thousand and 00/100 Dollars (\$7,055,000.00) (the "**203424 Loan**") evidenced by that certain Promissory Note dated November 19, 2024 executed to the order of Mortgagee (the "**203424 Note**"), and together with the 196627 Note, the 203270 Note and the 203424 Note, the "**Existing Notes**") The Existing Notes are secured in part by that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of September 25, 2013 and recorded in the Official Records of Owyhee County, Idaho as Instrument No. 282108, executed by Mortgagor in favor of Mortgagee, as amended by that certain Supplement and Amendment to Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated February 11, 2020, and recorded February 12, 2020, in the Official Records of Owyhee County, Idaho as Instrument No. 302597, as amended by that certain Second Amendment to Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated May 13, 2024, and recorded in the Official Records of Owyhee County, Idaho as Instrument No. 317568, and as amended by Third Amendment and Supplement to Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated November 19, 2024, and recorded November 19, 2024, in the Official Records of Owyhee County, Idaho as Instrument No. 318968 (collectively, the "**Mortgage**"), encumbering certain real and personal property located in Owyhee 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. As provided in a First Amendment to Loan Agreement dated February 11, 2020, James Aaron Nederend has been released from liability under the 196627 Loan. As used herein, "**Borrower**" shall mean Original Debtor less and excluding James Aaron Nederend.

C. Mortgagee has agreed to make an additional loan to Borrower (the "**203773 Loan**" and together with the Existing Loans, the "**Loans**"), which loan is evidenced by that certain Promissory Note dated as of even date herewith executed by Borrower to the order of Mortgagee in the original principal amount of Ten Million and 00/100 Dollars (\$10,000,000.00) (the "**203773 Note**"). The final payment of principal and interest pursuant to the 203773 Note is due on October 5, 2045.

D. Borrower has requested Mortgagee accept as collateral for the Loans the additional real property owned by Mortgagor as described on Exhibit A attached hereto together with all appurtenances thereto, improvements, growing crops and personal property situated thereon (the "**Additional Real Property**").

E. Mortgagor and Mortgagee desire to amend and supplement the Mortgage to provide that the Mortgage secures the obligations of Borrower under the 203773 Note, the Mortgage encumbers the Additional Real Property as security for the Loans, 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 196627 Note, the 203270 Note, the 203424 Note and the Mortgage are hereby confirmed by Mortgagor as being in full force and effect, and 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 196627 Note, the 203270 Note, the 203424 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 196627 Note, the 203270 Note, the 203424 Note and the 203773 Note. All references in the Mortgage to the Note shall hereafter refer to the 196627 Note, the 203270 Note, the 203424 Note and the 203773, individually and collectively.

(b) Definition of Indebtedness. The definition of "**Indebtedness**" is hereby revised to include the principal, interest, and other amounts due under the 203773 Note.

(c) Definition of Loan Documents. The definition of "**Loan Documents**" is hereby revised to include the 203773 Note, this Amendment and all other agreements and instruments evidencing or securing the 203773 Loan.

(d) Definition of Loans. The definition of "**Loan**" or "**Loans**" shall mean Existing Loans and the 203773 Loan, individually and collectively.

(e) Definition of Real Property. The definition of "**Real Property**" in the Mortgage is hereby revised to include the Additional Real Property. All references in the Mortgage to the Real Property shall hereafter include the Additional Real Property.

(f) Definition of Water Rights. The definition of "**Water Rights**" in the Mortgage is hereby revised to include water, water rights, ditches and ditch rights, and any permits, licenses,

certificates or shares of stock evidencing any such water or ditch rights, and all water delivery contracts, water rights purchase agreements or options to purchase water rights and any such rights acquired in the future, which entitle Mortgagor to use water for any purpose upon the Additional Real Property, including, but not limited to the water rights listed on Exhibit B attached hereto. All references in the Mortgage to Water Rights shall hereafter include the water rights listed on Exhibit B.

(g) Definition of Equipment and Improvements. The definition of “**Equipment and Improvements**” in the Mortgage is hereby revised to include all such assets now or hereafter situated on the Additional Real Property including the twelve (12) irrigation pivots (the “**Additional Pivots**”) located on the Additional Property. All references in the Mortgage to Equipment and Improvements shall hereafter include the Additional Pivots.

(h) Definition of Property. The definition of “**Property**” is hereby revised to include the Additional Real Property and the Income, Water Rights, Dairy Proceeds, Receivables, the Equipment and Improvements, Intangible and all other Property now or hereafter located thereon or used in connection therewith.

(i) Grant. To secure repayment of the indebtedness evidenced by the 203773 Note, in addition to the other Indebtedness, Mortgagor irrevocably mortgages, grants, assigns, transfers and conveys to Mortgagee, and to its successors and assigns forever under the terms and conditions of the Mortgage, with right of entry and possession, all of Mortgagor’s estate, right, title and interest which Mortgagor now has or may later acquires in the Property, including the Additional Property, to secure the repayment of the 203773 Note, any increases, modifications, renewals, extensions of the 203773 Note, any substitutions for the 203773 Note, as well as the performance of Mortgagor’s obligations arising under the 203773 Note and the other 203773 Loan Documents. In addition, Mortgagor hereby grants to Mortgagee a security interest in the Additional Real Property, Equipment, Improvements, Income, Water Rights, Dairy Products, Receivables, Intangibles and all other Property (as defined in the Mortgage) as security for and in support of the 203773 Loan.

(j) Event of Default. The Mortgage is hereby amended to provide, that in addition to the events identified as “events of default” under Section 12 of the Mortgage, each of the following shall constitute an event of default under the Mortgage, entitling Mortgagee to exercise all remedies provided in the Mortgage or otherwise available:

(a) Failure of Borrower to pay, or cause to be paid, any payment or amount (including any prepayment premium or late charge) under the 203773 Note as and when due.

(k) Pari Passu Nature of Loans. The following Section 12.7 of the Mortgage is hereby replaced in its entirety with the following:

13.9 Pari Passu Nature of Loans. As among the Loans, so long as there exists no event of default, nor any event which, but for the giving and receiving of notice, would become an event of default, then (1) any voluntary unscheduled principal payments shall be allocated to the Loans as directed by the Borrower; and (2) any mandatory, unscheduled payment of principal shall be applied pro rata first to the 196627 Loan, then pro rata to the 203270 Loan, then pro rata to the 203424 Loan, and then pro rata to the 203773 Loan. In all other respects, regardless of whether an Event of Default has occurred, the Loans shall be pari passu as to payment and lien priority.

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 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 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 appear on the following page)

IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused this Fourth Amendment and Supplement to Mortgage, Assignment of Rents, Security Agreement and Fixture Filing to be duly executed as of the day and year first written above.

MORTGAGOR

NEDEREND FARMS, LLLP,
an Idaho limited liability limited partnership

By: *Hans Nicholas Nederend*
Hans Nicholas Nederend (also known as
Hans Nederend, Jr.)
Its General Partner

By: *Janene Marie Nederend*
Janene Marie Nederend
Its General Partner

STATE OF IDAHO)
COUNTY OF Canyon)ss.

This record was acknowledged before me on November 4th, 2025, by
Hans Nicholas Nederend (also known as Hans Nederend, Jr.), as General Partner of Nederend Farms,
LLLP, an Idaho limited liability limited partnership.

(Stamp) 

Jill Farwell
Notary Public for Idaho
Printed Name: Jill Farwell
Commission Expires: _____

STATE OF IDAHO)
COUNTY OF Canyon)ss.

This record was acknowledged before me on November 4th, 2025, by
Janene Marie Nederend, as General Partner of Nederend Farms, LLLP, an Idaho limited liability limited
partnership.

(Stamp) 

Jill Farwell
Notary Public for Idaho
Printed Name: Jill Farwell
Commission Expires: _____

Signature and Acknowledgment Page – Mortgagor

EXHIBIT A

Legal Description of Additional Property

(Owyhee County, Idaho)

PARCEL N:

A parcel of land located in the West half of Section 36, Township 3 North, Range 5 West, Boise Meridian, Owyhee County, Idaho, being further described as follows:

BASIS OF BEARING:

The West line of the Northwest quarter of Section 36, Township 3 North, Range 5 West, Boise Meridian, taken as South 00°24'40" West and distance between monuments found to be 2645.92 feet.

Beginning at the Northwest 1/4 corner of said Section 36, Township 3 North, Range 5 West, Boise Meridian; thence along said North line

South 89°06'55" East, a distance of 1581.34 feet; thence leaving said North line

South 05°30'44" West, a distance of 311.40 feet; thence along a curve to the left, with a radius of 52.00 feet and a central angle of 49°39'03", an arc length of 37.68 feet with a chord bearing of

South 19°18'47" East and a chord distance of 43.66 feet; thence

South 46°03'03" East, a distance of 80.64 feet; thence along a curve to the right, with a radius of 160.00 feet and a central angle of 13°29'36", an arc length of 37.68 feet with a chord bearing of

South 39°18'15" East and a chord distance of 37.59 feet; thence

South 32°33'27" East, a distance of 528.64 feet; thence

South 34°01'47" West, a distance of 408.75 feet; thence

South 18°13'18" West, a distance of 102.51 feet; thence

South 01°04'11" East, a distance of 1413.60 feet; thence

North 61°41'26" West, a distance of 549.33 feet; thence

North 01°04'11" East, a distance of 1025.75 feet; thence

South 74°41'04" West, a distance of 123.69 feet; thence

North 86°37'20" West, a distance of 36.86 feet; thence

North 47°48'32" West, to a point on the West line of the Northwest quarter, a distance of 1387.93 feet; thence along said West line,

North 00°24'40" East, a distance of 567.97 feet to the Point of Beginning.

PARCEL O:

In Township 3 North, Range 5 West, Boise Meridian, Owyhee County, Idaho:

Section 15: Southeast quarter and the Southeast quarter of the Northwest quarter

EXCEPTING THEREFROM the following Parcels 1 & 2:

Parcel 1:

That real property situated in Owyhee County, Idaho and described as follows:

A parcel located in the Southwest quarter of the Southeast quarter of Section 15, Township 3 North, Range 5 West,

Exhibit A-1

Fourth Amendment to Mortgage

Nederend Farms

Loan No. 203773, 203424, 203270 & 196627

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Boise Meridian, Owyhee County, Idaho the following courses:
Beginning at the Southwest corner of the Southwest quarter of the Southeast quarter of Section 15, Township 3 North, Range 5 West, Boise Meridian, Owyhee County, Idaho; thence
North 89°53'59" East, a distance of 207.06 feet; thence
North 00°01'19" East, a distance of 833.95 feet; thence
South 89°55'43" West, a distance of 39.99 feet; thence
North 30°17'29" West, a distance of 281.66 feet; thence
South 01°20'46" West, a distance of 1077.77 feet to the Real Point of Beginning.

Parcel 2:

That real property situated in Owyhee County, Idaho and described as follows:
A parcel located in the Southwest quarter of the Southeast quarter of Section 15, Township 3 North, Range 5 West, Boise Meridian, Owyhee County, Idaho the following courses:
Beginning at the Southwest corner of the Southwest quarter of the Southeast quarter of Section 15, Township 3 North, Range 5 West, Boise Meridian, Owyhee County, Idaho; thence
North 89°53'59" East, a distance of 207.06 feet to the Point of Beginning; thence continuing
North 89°53'59" East, a distance of 393.00 feet; thence
North 00°01'19" East, a distance of 833.95 feet; thence
South 89°55'43" West, a distance of 393.00 feet; thence
South 00°03' West, a distance of 833.95 feet to the Real Point of Beginning.

PARCEL P:

In Township 4 North, Range 6 West of the Boise Meridian, Owyhee County, Idaho:
Section 26: East Half of the Southwest Quarter, and Government Lots 3 and 4

EXCEPTING THEREFROM the following described parcel:

This parcel is a portion of Government Lot 3 of Section 26 in Township 4 North, Range 6 West of the Boise Meridian, Owyhee County, Idaho and is more particularly described as follows:
BEGINNING at the Southwest corner of said Government Lot 3, (W1/16S Corner, Section 26), a 5/8 x 24 inch rebar set with an aluminum cap stamped P.L.S. 15352; thence North 00°54'29" East along the West boundary of Government Lot 3 a distance of 697.28 feet to a found brass cap monument for Mile Marker 11; thence
North 00°52'35" East continuing along said West boundary a distance of 629.59 feet to the Northwest corner of Government Lot 3, witnessed by a found brass cap monument bearing South 89°18'08" East a distance of 0.97 feet; thence
South 89°18'08" East along the North boundary of Government Lot 3 a distance of 415.16 feet to the Northeast corner of Government Lot 3, a found brass cap monument; thence
South 00°20'01" West along the East boundary of Government Lot 3 a distance of 1056.37 feet to a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352; thence
South 49°26'53" West a distance of 306.75 feet to a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352; thence
South 71°28'47" West a distance of 207.32 feet to the POINT OF BEGINNING.

PARCEL Q:

In Township 3 North, Range 5 West, Boise Meridian, Owyhee County, Idaho:

Exhibit A-2

Fourth Amendment to Mortgage
Nederend Farms
Loan No. 203773, 203424, 203270 & 196627
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Section 16: North half of the Southwest quarter of the Northwest quarter and the Northwest quarter of the Northwest quarter

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

A parcel of land situate in the Northwest quarter of the Northwest quarter of Section 16, Township 3 North, Range 5 West, Boise Meridian, Owyhee County, Idaho, more particularly described as follows:

Commencing at a brass cap marking the Northwest corner of said Section 16, Township 3 North, Range 5 West, Boise Meridian, Owyhee County, Idaho, and being the Real Point of Beginning; thence

South 89°53'00" East, a distance of 353.00 feet to a point; thence

South 00°09'47" East, a distance of 344.00 feet to a point; thence

North 89°53'00" West, a distance of 353.00 feet to a point; thence

North 00°09'47" West, a distance of 344.00 feet to the Real Point of Beginning.

PARCEL R:

This parcel is a portion of the S1/2NE1/4 and N1/2SE1/4 of Section 26 in Township 3 North, Range 6 West of the Boise Meridian, Owyhee County, Idaho and is more particularly described as follows:

Beginning at the Northeast corner of said S1/2NE1/4 (N1/16E Corner, Section 26) a found 5/8 inch diameter rebar; thence

South 00°54'15" West along the East boundary of the S1/2NE1/4 a distance of 328.35 feet to a found 5/8 inch diameter rebar; thence

South 90°00'00" West a distance of 586.68 feet to a found 5/8 inch diameter rebar; thence

South 3°53'28" West a distance of 407.03 feet to a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S.

9861662; thence

North 90°00'00" East a distance of 487.88 feet to a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S.

9861662; thence

South 00°54'15" West, parallel with the East boundary of the S1/2NE1/4, a distance of 285.05 feet to a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 9861662; thence

South 89°07'48" East, parallel with the North boundary of the S1/2NE1/4, a distance of 120.00 feet to a point on the East boundary of the S1/2NE1/4, witnessed by a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 9861662 bearing North 89°07'48" West a distance of 25.00 feet; thence

South 00°54'15" West along the East boundary of the S1/2NE1/4 a distance of 75.00 feet to a point witnessed by a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 9861662 bearing North 89°07'48" West a distance of 25.00 feet; thence

North 89°07'48" West, parallel with the North boundary of the S1/2NE1/4, a distance of 80.00 feet to a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 9861662; thence

South 7°25'57" West a distance of 371.09 feet to a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S.

9861662; thence

South 60°19'20" West a distance of 511.54 feet to a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S.

9861662; thence

South 89°26'50" West a distance of 617.81 feet to a point on the centerline of Owyhee South Canal witnessed by a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 9861662 bearing North 89°26'50" East a distance of 63.00 feet; thence traversing said centerline as follows:

North 37°50'23" West a distance of 68.11 feet;

Northwesterly 104.52 feet along the arc of a curve to the left having a radius of 150.00 feet and a central angle of 39°55'18" and a long chord which bears North 58°28'26" West a distance of 102.41 feet;

North 78°26'05" West a distance of 47.09 feet;

Exhibit A-3

Fourth Amendment to Mortgage

Nederend Farms

Loan No. 203773, 203424, 203270 & 196627

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North 47°16'43" West a distance of 104.50 feet;
 Northwesterly 244.63 feet along the arc of a curve to the left having a radius of 180.00 feet and a central angle of 77°52'04" and a long chord which bears North 86°12'43" West a distance of 226.23 feet;
 South 54°51'19" West a distance of 88.35 feet;
 Southwesterly 52.44 feet along the arc of a curve to the left having a radius of 125.00 feet and a central angle of 24°02'10" and a long chord which bears South 42°50'19" West a distance of 52.06 feet;
 South 30°49'14" West a distance of 203.87 feet;
 Southwesterly 190.66 feet along the arc of a curve to the right having a radius of 100.00 feet and a central angle of 109°14'30" and a long chord which bears South 85°26'28" West a distance of 163.07 feet;
 North 39°56'17" West a distance of 260.80 feet;
 North 55°51'06" West a distance of 182.23 feet;
 Northwesterly 187.85 feet along the arc of a curve to the right having a radius of 275.00 feet and a central angle of 39°08'21" and a long chord which bears North 36°16'55" West a distance of 184.22 feet;
 North 16°42'44" West a distance of 137.11 feet;
 Northwesterly 342.08 feet along the arc of a curve to the right having a radius of 975.00 feet and a central angle of 20°06'08" and a long chord which bears North 6°39'42" West a distance of 340.33 feet;
 North 3°23'22" East a distance of 354.84 feet;
 Northeasterly 27.15 feet along the arc of a curve to the right having a radius of 75.00 feet and a central angle of 20°44'37" and a long chord which bears North 13°45'41" East a distance of 27.01 feet;
 North 24°07'55" East a distance of 241.05 feet;
 Northwesterly 329.93 feet along the arc of a curve to the left having a radius of 300.00 feet and a central angle of 63°00'45" and a long chord which bears North 2°05'20" West a distance of 313.56 feet to a point on the North boundary of the S1/2NE1/4, witnessed by a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 9861662 bearing South 89°07'48" East a distance of 79.58 feet; thence leaving said centerline bearing South 89°07'48" East along said North boundary a distance of 2451.79 feet to the Point of Beginning.

PARCEL S:

Portions of the Northwest quarter of Section 2, Township 3 North, Range 6 West, Boise Meridian, Owyhee County, Idaho, more particularly described as follows:

Commencing at the Northwest corner of said Section 2, Township 3 North, Range 6 West, Boise Meridian, Owyhee County, Idaho, marked with a Government Land Office Brass Cap; thence along the West section line of said Section 2, being the State line between Idaho and Oregon
 South 00°02'06" West 288.00 feet to a found 5/8 inch pin; thence continuing
 South 00°02'06" West 258.00 feet to a found 5/8 inch pin and cap, the Point of Beginning; thence leaving the section line
 South 89°23'41" East 1675.77 feet to a point not set; thence along the centerline of a canal known as the 5.7 Canal with no points set
 South 35°56'32" West 75.06 feet to a point; thence
 South 56°10'39" West 149.10 feet to a point; thence
 along a curve to the left whose radius is 143.95 feet, whose length is 105.07 feet, whose delta is 41°49'15" and whose long chord bears South 35°16'01" West 102.75 feet; thence
 South 14°21'24" West 367.10 feet to a point; thence
 South 14°21'24" West 17.15 feet to a point; thence
 along a curve to the right whose radius is 119.72 feet, whose length is 49.34 feet, whose delta is 23°36'54", and whose long chord bears South 26°09'54" West 49.00 feet; thence
 South 37°58'18" West 155.21 feet to a point; thence

Exhibit A-4

Fourth Amendment to Mortgage
 Nederend Farms
 Loan No. 203773, 203424, 203270 & 196627
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along a curve to the left whose radius is 102.93 feet, whose length is 81.47 feet, whose delta is 45°20'52", and whose long chord bears South 15°17'52" West 79.36 feet; thence South 07°22'34" East 36.94 feet to a point; thence South 04°00'12" East 61.95 feet to a point; thence along a curve to the right whose radius is 520.87 feet, whose length is 129.12 feet, whose delta is 14°12'12", and whose long chord bears South 03°05'54" West 128.79 feet; thence South 10°12'00" West 230.74 feet to a point; thence leaving the canal centerline, North 89°36'14" West 1176.81 feet to a point on the West section line; thence along West section line of said Section 2, being the State Line between Idaho and Oregon North 00°00'39" West 463.84 feet to the East quarter corner witness corner; thence continuing North 00°02'06" East 243.64 feet to a point not found; thence continuing North 00°02'06" East 599.00 feet to the Point of Beginning.

PARCEL T:

In Township 3 North, Range 5 West, Boise Meridian, Owyhee County, Idaho:

Section 6: All that part of Government Lots 3, 4, 5 and the Southeast quarter of the Northwest quarter lying North of the "Government Drain" as now constructed.

Excepting therefrom the following described parcel:

A parcel in Government Lot 4, Section 6, Township 3 North, Range 5 West, Boise Meridian, Owyhee County, Idaho, described as follows:

Commencing at the Northwest corner of Government Lot 4;

thence South 0°42' 00" West, along the West boundary, a distance of 29.04 feet to the True Point of Beginning;

thence South 89°43'30" East, a distance of 228.64 feet;

thence South 1°29'40" West, a distance of 240.00 feet to the centerline of a canal;

thence North 75°41'30" West, along the centerline of a canal, a distance of 147.36 feet;

thence North 87°04'00" West, along the centerline of a canal a distance of 77.21 feet to a point on the West boundary of Government Lot 4;

thence North 0°42'00" West, along the West boundary of Government Lot 4, a distance of 201.66 feet to the True Point of Beginning.

PARCEL U:

This parcel is a portion of Government Lot 2, Government Lot 3, the Southeast quarter Northwest quarter, the Northeast quarter Southwest quarter, the Southwest quarter Northeast quarter and the Northwest quarter Southeast quarter of Section 31, Township 4 North, Range 5 West of the Boise Meridian, Owyhee County, Idaho and is more particularly described as follows:

Beginning at the Southwest corner of said Government Lot 2;

thence North 00°52'46" West along the West boundary of said Government Lot 2 a distance of 1075.77 feet to a point on the centerline of the "D" Canal as it now exists;

thence traversing said centerline as follow:

North 47°22'23" East a distance of 80.90 feet;

North 85°04'57" East a distance of 100.76 feet;

North 66°44'20" East a distance of 59.03 feet;

Exhibit A-5

Fourth Amendment to Mortgage

Nederend Farms

Loan No. 203773, 203424, 203270 & 196627

150485247.2 0053564-00681

North 73°45'19" East a distance of 39.59 feet;
 along a curve to the right having a central angle of 19°56'51", a radius of 223.20 feet, an arc length of 77.71 feet and
 a long chord which bears North 83°43'45" East a distance of 77.31 feet;
 South 86°17'50" East a distance of 89.09 feet;
 along a curve to the left having a central angle of 44°44'27", a radius of 99.28 feet, an arc length of 77.52 feet and a
 long chord which bears North 71°19'57" East a distance of 75.57 feet;
 North 48°57'43" East a distance of 95.50 feet;
 North 51°57'52" East a distance of 54.94 feet;
 along a curve to the right having a central angle of 44°58'19", a radius of 132.34 feet, an arc length of 103.88 feet
 and a long chord which bears North 74°27'02" East a distance of 101.23 feet;
 South 83°03'49" East a distance of 103.23 feet;
 along a curve to the right having a central angle of 23°08'36", a radius of 176.89 feet, an arc length of 71.45 feet and
 a long chord which bears South 71°29'31" East a distance of 70.97 feet;
 South 59°55'13" East a distance of 48.86 feet;
 along a curve to the left having a central angle of 35°29'29", a radius of 182.90 feet, an arc length of 113.29 feet and
 a long chord which bears South 77°39'58" East a distance of 111.49 feet;
 North 84°35'18" East a distance of 179.79 feet;
 along a curve to the right having a central angle of 12°21'46", a radius of 267.94 feet, an arc length of 57.82 feet and
 a long chord which bears South 89°13'49" East a distance of 57.70 feet;
 South 83°02'56" East a distance of 74.97 feet;
 along a curve to the right having a central angle of 17°06'31", a radius of 172.65 feet, an arc length of 51.55 feet and
 a long chord which bears South 74°29'41" East a distance of 51.36 feet;
 South 65°56'25" East a distance of 109.95 feet;
 South 66°54'00" East a distance of 138.43 feet;
 along a curve to the left having a central angle of 09°17'46", a radius of 252.03 feet, an arc length of 40.89 feet and a
 long chord which bears South 71°32'53" East a distance of 40.85 feet;
 South 76°11'46" East a distance of 49.50 feet;
 along a curve to the right having a central angle of 10°22'17", a radius of 272.16 feet, an arc length of 49.27 feet and
 a long chord which bears South 71°00'37" East a distance of 49.20 feet;
 South 65°49'29" East a distance of 117.65 feet;
 along a curve to the right having a central angle of 20°49'26", a radius of 283.97 feet, an arc length of 103.21 feet
 and a long chord which bears South 55°24'46" East a distance of 102.64 feet;
 South 45°00'03" East a distance of 45.31 feet;
 along a curve to the left having a central angle of 06°27'29", a radius of 563.29 feet, an arc length of 63.49 feet and a
 long chord which bears South 48°13'48" East a distance of 63.46 feet;
 South 51°27'32" East a distance of 143.79 feet;
 South 49°57'31" East a distance of 183.06 feet;
 South 48°39'12" East a distance of 147.01 feet;
 South 45°54'04" East a distance of 91.08 feet;
 South 37°29'15" East a distance of 65.63 feet;
 South 45°12'12" East a distance of 31.87 feet;
 thence leaving said centerline and bearing South 33°36'00" West a distance of 771.44 feet;
 thence South 09°14'37" West a distance of 299.19 feet;
 thence South 00°01'29" East a distance of 118.68 feet;
 thence North 89°58'10" East a distance of 283.12 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L.S.
 3627;
 thence South 0°32'41" East parallel with East boundary of the Northeast quarter of the Southwest quarter a distance
 of 744.41 feet to a point on the South boundary of said Northeast quarter of the Southwest quarter, a 5/8 x 30 inch
 rebar set with a plastic cap stamped L.S. 3627;

Exhibit A-6

Fourth Amendment to Mortgage
 Nederend Farms
 Loan No. 203773, 203424, 203270 & 196627
 150485247.2 0053564-00681

thence North 89°55'40" West along the South boundaries of the Northeast quarter of the Southwest quarter and Government Lot 3 a distance of 1745.74 feet to a point which lies 542.41 feet East of the Southwest corner of Government Lot 3, a found 5/8 inch diameter rebar;
thence North 0°45'54" West parallel with the West boundary of said Government Lot 3 a distance of 476.12 feet to a found 5/8 inch diameter rebar;
thence North 89°55'40" West parallel with the South boundary of Government Lot 3 a distance of 542.41 feet to a point on the West boundary of said Government Lot 3, a found 5/8 inch diameter rebar;
thence North 0°45'54" West along said West boundary a distance of 850.78 feet to the Point of Beginning.

Exhibit A-7

Fourth Amendment to Mortgage
Nederend Farms
Loan No. 203773, 203424, 203270 & 196627
150485247.2 0053564-00681

321743

EXHIBIT B

Water Rights

	Irrigated Acres	Total Tract Acres	WR Acreage	District ID #	Source
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2025 Purchases & New Parcels

Holman-Hill Road					
RP03N06W264810		93.94	66.0	1719	New Gem
RP03N06W264821		1.77			
Sub-Total		95.71	66.0		

Acretrader					
RP03N05W062400		89.39	87.2	1598	New Gem
RP04N05W313753		121.83	120.1	1657	New Gem
Sub-Total		211.22	207.4		

Brandt					
RP03N06W022520		40.06	38.5	1668-4	New Gem
Sub-Total		40.06	38.5		

Martinat					
RP03N06W022520		60.16	46.0 13.7	1447 1447-3A	Old Gem Old Gem
Sub-Total		60.16	59.7		

McKay					
RP03N06W163010		57.21	54.0	1310.1	Old Gem
Sub-Total		57.21	54.0		

Rudd					
RP03N06W261400		86.90	65.3	1707	New Gem
Sub-Total		86.90	65.3		

Exhibit B-1

Fourth Amendment to Mortgage
Nederend Farms
Loan No. 203773, 203424, 203270 & 196627
150485247.2 0053564-00681

321743



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

IDWR
2735 W Airport Way
Boise ID 83705

Date: November 21, 2025

Escrow No. 25572148

Greetings,

Enclosed please find the following:

- TitleOne Check No. 61154 in the amount of \$50.00
- Original executed Notice of Security Interest
- Copy of recorded Fourth Amendment to Mortgage

Please make the necessary changes to your records and send a receipted copy to TitleOne, PO Box 177, Burley, ID 83318. Please feel free to contact us at the number above should you have any questions.

Best Regards
TITLEONE

Ashley Martinus
Ag Escrow Assistant

AR/am
Enc.
FedEx

RECEIVED
DEC 05 2025
WATER RESOURCES
WESTERN REGION



IDAHO DEPARTMENT OF
WATER RESOURCES

Western Region • 2735 W Airport Way • Boise, ID 83705-5082

Phone: 208-334-2190 • Fax: 208-334-2348 • Email: westerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

May 18, 2026

METLIFE REAL ESTATE LENDING LLC
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/Permit No(s): 57-10194, 57-12130

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 208-605-4633.

Sincerely,

Marina Bozdog
Technical Records Specialist 1

Enclosure(s)

cc: NEDEREND FARMS LLLP

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

7/8/2026

Water Right 57-10194

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	NEDEREND FARMS, LLLP 4998 HOGG RD HOMEDALE, ID 83628-3627 (208) 880-4937
Original Owner	RAY MANSISIDOR 3642 MARKET RD HOMEDALE, ID 83628-3692 (208) 337-4295
Original Owner	MARY L MANSISIDOR 3644 MARKET RD HOMEDALE, ID 83628-3692 (208) 337-4295
Security Interest	METLIFE REAL ESTATE LENDING LLC C/O METLIFE INVESTMENT MANAGEMENT LLC 205 E RIVER PARK CIR STE 430 FRESNO, CA 93720-1572 (559) 435-0206

Priority Date: 3/15/1938

Basis: Decreed

Status: Active

Source
SPRINGS

Tributary
JUMP CREEK

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	3/01	11/15	0.700 CFS	
	<u>Total Diversion</u>		0.700 CFS	

Source and Point(s) of Diversion:

SPRINGS SENENW Sec. 22, Twp 03N, Rge 05W, OWYHEE County

Place Of Use:

IRRIGATION within OWYHEE County

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
03N	05W	15								35.0									35.0

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

7/8/2026

POU Total Acres: 35.0

Conditions of Approval:

1. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
2. USE OF THIS RIGHT WITH RIGHT NO. 57-02055 & 57-12130 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 3.48 CFS.
3. USE OF THIS RIGHT WITH RIGHT NO. 57-02055 & 57-12130 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 174 ACRES IN A SINGLE IRRIGATION SEASON.

Combined Use Limits:

<u>Rate</u>	<u>Volume</u>	<u>Acres</u>	<u>Water Rights</u>
3.480		174.0	57-2055 ,57-10194 ,57-12130

SubCase:

N/A

Water Supply Bank:

N/A

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

7/8/2026

Water Right 57-12130

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	NEDEREND FARMS LLLP 4998 HOGG RD HOMEDALE, ID 83628-3627 (208) 880-4937
Original Owner	RAY MANSISIDOR 3642 MARKET RD HOMEDALE, ID 83628-3692 (208) 337-4295
Original Owner	MARY L MANSISIDOR 3644 MARKET RD HOMEDALE, ID 83628-3692 (208) 337-4295
Security Interest	METLIFE REAL ESTATE LENDING LLC C/O METLIFE INVESTMENT MANAGEMENT LLC 205 E RIVER PARK CIR STE 430 FRESNO, CA 93720-1572 (559) 435-0206

Priority Date: 10/10/1903

Basis: Decreed

Status: Active

Source

JUMP CREEK

Tributary

SNAKE RIVER

Beneficial Use

IRRIGATION

From

3/01

To

11/15

Diversion Rate

6.600 CFS

Volume

Total Diversion

6.600 CFS

Source and Point(s) of Diversion:

JUMP CREEK

NWNWNE

Sec. 27, Twp 03N, Rge 05W, OWYHEE County

Place Of Use:

IRRIGATION within OWYHEE County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

7/8/2026

03N	05W	15								35.0					38.0	26.0	28.0	37.0	164.0
POU Total Acres: 164.0																			

Conditions of Approval:

1. USE OF THIS RIGHT WITH RIGHT NO. 57-10194 & 57-12130 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 174 ACRES IN A SINGLE IRRIGATION SEASON.

Combined Use Limits:

Rate
3.480

Volume

Acres
174.0

Water Rights

57-2055 ,57-10194 ,57-12130

SubCase:

N/A

Water Supply Bank:

N/A