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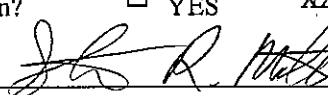
STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

DEPARTMENT OF
WATER RESOURCES

Notice of Security Interest in a Water Right

And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s): 2-2203 & 2-2168
Adjudication Claim No(s): _____
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
Northwest Farm Credit Services, FLCA
16034 Equine Drive
Nampa, ID 83787
4. Name of Water Right Owner/Claimant(s) Beranna Dairy, Beranna Properties L.P.
The Amended and Restated Bernard Teunissen
Family Trust
5. Expiration Date of Notification Period Interest holder will notify
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) of Security Interest holder(s) 
(and title if applicable) Steven R. Miller, vp/Relationship Manager
Northwest Farm Credit Services, FLCA

For Office Use Only

Received by SR7 Date 12/9/2010 Fee 50 -
 Received by SR7 Date 12/9/2010 Receipt No. C092203
 Processed by _____ AJ Date _____ WR _____ Date _____

INSTRUMENT NO. 201000575

****RE RECORD TO ADD LOCATION OF PARTNERSHIP
TO DELETE PAGE 11**

FA-18717

Instrument # 410988
Elmore County, Idaho
01:52pm Nov. 16, 2009
For: FIRST AMERICAN TITLE COMPANY
No. of Pages: 11 Fee: \$33.00
MARSA PLUMMER, Recorder
Deputy: DLE

REQUEST
TYPE Net Def FEE 33.00

PIONEER-CALDWELL

WILLIAM H. HURST
CANYON COUNTY RECORDER

2009 NOV 10 PM 4 32

RECORDED

2009057114

RE-RECORDED

Instrument # 412075
ELMORE COUNTY

4:31:19 pm

Jan 15, 2010

For: FIRST AMERICAN TITLE COMPANY

No. of Pages: 11

Fee: \$ 33.00

MARSA PLUMMER, Recorder

JCOLLINS, Deputy

Customer/Note No: 041741-445-999-99

052476-441-999-99

041741-444-999-99

041741-443-999-99

041741-442-999-99

041741-441-999-99

After Recording Return to:

Farm Credit Services - Nampa Financial Services
16034 Equine Drive
Nampa, ID 83687.

Mortgage

THIS MORTGAGE IS ALSO INTENDED TO BE A FUTURE FILING.

On November 6, 2009, Beranna Dairy, a General Partnership, Beranna Properties, L.P., a Limited Partnership, and The Amended and Restated Bernard Teunissen Family Trust, under Trust Agreement dated December 1, 2003, hereinafter called Mortgagors, whose address is

9166 Perch Road
Caldwell, ID 83607

grant, convey, warrant, transfer and assign to Northwest Farm Credit Services, FLCA, a corporation organized under the Farm Credit Act of 1971, as amended, hereinafter called Mortgagee, whose address is 1700 South Assembly Street, P.O. Box 2515, Spokane, Washington 99220-2515, a mortgage and security interest in property in Canyon and Elmore Counties, State of Idaho, more particularly described as follows:

PARCEL I:

Township 1 North, Range 3 West of the Boise Meridian, Canyon County, Idaho:

Section 3: Lots 1, 2, 3, and 4; South One-Half of the North One-Half; South One-Half.

Section 4: Lots 1 and 2; South One-Half of the Northeast Quarter.

PARCEL II:

West One-Half of the Southeast Quarter, East One-Half of the Southwest Quarter and East One-Half of the Northwest Quarter of Section 16, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

West One-Half of the Northwest Quarter and West One-Half of the Northeast Quarter of Section 16, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho.

Mortgage (041741-445-999-99)

PARCEL III:

Southwest Quarter of the Southeast Quarter, Section 8, Township 2 North, Range 3 West, Boise Meridian, Canyon County Idaho.

PARCEL IV:

All that part of the Southwest Quarter of the Southeast Quarter of Section 9, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho, lying South of the Mora Canal.

PARCEL V:

East One-Half of the Southwest Quarter lying South of Mora Canal; and all of the Southwest Quarter of the Southwest Quarter in Section 9, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

PARCEL VI:

West Half of the Southwest Quarter, Section 16, Township 2 North, Range 3 West, Boise Meridian, Canyon County Idaho.

EXCEPTING THEREFROM that portion lying within that property Deeded to Canyon County in Warranty Deed, Instrument No. 847188, as follows:

This parcel is situated in the Southwest Quarter of the Southwest Quarter of Section 16, Southeast Quarter of the Southeast Quarter of Section 17, all in Township 2 North, Range 3 West of the Boise Meridian and is more particularly described as follows:

BEGINNING at the Southeast corner of said Southeast Quarter of the Southeast Quarter of Section 17, Township 2 North, Range 3 West, the REAL POINT OF BEGINNING; thence

South 89° 29'50" West along the South boundary of said Southeast Quarter of the Southeast Quarter, a distance of 728.30 feet; thence Northwesterly, a distance of 142.38 feet along the arc of a curve to the right having a radius of 526.50 feet, a central angle of 15° 29'39" and a long chord which bears

North 65° 47'19" West, a distance of 141.94 feet; thence

North 31° 57'30" East, a distance of 80.00 feet; thence Southeasterly, a distance of 261.71 feet along the arc of a curve to the left having a radius of 446.50 feet, a central angle of 33° 35'00" and a long chord which bears

South 74° 50'00" East, a distance of 257.98 feet; thence

North 88° 22'30" East, a distance of 561.83 feet; thence

North 9° 44'16" West, a distance of 166.50 feet; thence Northwesterly, a distance of 154.82 feet along the arc of a curve to the left having a radius of 777.37 feet, a central angle of 11° 24'40" and a long chord which bears

North 15° 26'36" West, a distance of 154.57 feet; thence Northwesterly, a distance of 301.58 feet along the arc of a curve to the right having a radius of 516.73 feet; a central angle of 33° 26'24" and a long chord which bears

North 4° 25'44" West, a distance of 297.32 feet; thence

North 12° 17'28" East a distance of 216.51 feet; thence Northeasterly, a distance of 88.62 feet along the arc of a curve to the left having a radius of 410.00 feet, a central angle of 12° 23'02" and a long chord which bears

North 6° 05'57" East, a distance of 88.44 feet; thence

North 89° 54'26" East, a distance of 80.00 feet; thence Southwesterly, a distance of 105.91 feet along the arc of a curve to the right having a radius of 490.00 feet, a central angle of 12° 23'02" of a long chord which bears

South 6° 05'57" West, a distance of 105.71 feet; thence

South 12° 17'28" West, a distance of 216.51 feet; thence Southeasterly a distance of 254.89 feet along the arc of a curve to the left, having a radius of 436.73 feet, a central angle of 33° 26'24" and a long chord which bears

South 4° 24'44" East, a distance of 251.29 feet; thence Southeasterly, a distance of 170.76 feet along the arc of a curve to the right having a radius of 857.37 feet, a central angle of 11° 24'40" and a long chord which bears

South 15° 26'36" East, a distance of 170.47 feet; thence

South 9° 44'16" East, a distance of 248.60 feet to a point on the South boundary of the Southwest Quarter of the Southwest Quarter of said Section 16; thence

South 89° 31'10" West along the South boundary of said Southwest Quarter of the Southwest Quarter, a distance of 87.95 feet to the REAL POINT OF BEGINNING.

PARCEL VII:

The East Half of the Northeast Quarter and the East Half of the Southeast Quarter, Section 16, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

PARCEL VIII:

The Northeast Quarter of the Northeast Quarter and the South Half of the Northeast Quarter, Section 17, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

PARCEL IX:

The Southeast Quarter of the Northwest Quarter, the North Half of the Northwest Quarter of the Southeast Quarter, the Southeast Quarter of the Northwest Quarter of the Southeast Quarter, the Northeast Quarter of the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter, Section 17, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

EXCEPTING THEREFROM that portion of said Southeast Quarter of the Southeast Quarter lying within that property Deeded to Canyon County in Warranty Deed, Instrument No. 847188, as follows:

This parcel is situated in the Southwest Quarter of the Southwest Quarter of Section 16, Southeast Quarter of the Southeast Quarter of Section 17, all in Township 2 North, Range 3 West of the Boise Meridian and is more particularly described as follows:

BEGINNING at the Southeast corner of said Southeast Quarter of the Southeast Quarter of Section 17, Township 2 North, Range 3 West, the REAL POINT OF BEGINNING; thence

South 89° 29'50" West along the South boundary of said Southeast Quarter of the Southeast Quarter, a distance of 728.30 feet; thence Northwesterly, a distance of 142.38 feet along the arc of a curve to the right having a radius of 526.50 feet, a central angle of 15° 29'39" and a long chord which bears

North 65° 47'19" West, a distance of 141.94 feet; thence

North 31° 57'30" East, a distance of 80.00 feet; thence Southeasterly, a distance of 261.71 feet along the arc of a curve to the left having a radius of 446.50 feet, a central angle of 33° 35'00" and a long chord which bears

South 74° 50'00" East, a distance of 257.98 feet; thence

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South 15° 26'36" East, a distance of 170.47 feet; thence

South 9° 44'16" East, a distance of 248.60 feet to a point on the South boundary of the Southwest Quarter of the Southwest Quarter of said Section 16; thence

South 89° 31'10" West along the South boundary of said Southwest Quarter of the Southwest Quarter, a distance of 87.95 feet to the REAL POINT OF BEGINNING.

PARCEL X:

The Northwest Quarter of the Northeast Quarter, Section 17, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

Township 5 South, Range 6 East, Boise Meridian, Elmore County, Idaho

Section 3: U.S. Government Lots 3 and 4 and the South Half of the Northwest Quarter

SAVE AND EXCEPT the North 30 feet of the Northwest Quarter.

Section 4: U.S. Government Lots 1, 2, 3 and 4, the South Half of the Northeast Quarter and the South Half of the Northwest Quarter

Subject to the State of Idaho right-of-way for State Highway No. 51 as recorded in Book 2 of Deeds to Public Highway at Page 254.

Section 5: U.S. Government Lots 1 and 2 and the South Half of the Northeast Quarter

8480 bushel grain bins and any replacements thereof, including but not limited to all motors, augers, and electrical panels and appurtenances thereto;

All equipment, machinery, appliances, and tools which are related to or a part of the dairy facility, including but not limited to all property described herein, all similar goods which may be acquired at any time, any additions, replacements, substitutions and accessions;

All irrigation equipment, now owned and used, in whole or in part, to irrigate the mortgaged property, together with all similar goods which may be acquired at any time, any additions, replacements, substitutions and accessions;

and including all rents, issues, profits, buildings and improvements thereon and in all tenements, hereditaments, rights, privileges, easements, rights of way and appurtenances, (including without limitation private roads, grazing privileges, water rights, ditches and conduits and rights of way therefor, all plumbing, lighting, heating, cooling, ventilating, elevating, and irrigating apparatus and other equipment and fixtures, now or hereafter belonging to or used in connection therewith), all of which is hereinafter called the "Property."

The following described Note(s), Membership Agreements, security documents and any other documents or instruments signed in connection with the Note(s) and security documents and any amendments thereto are collectively called the "Loan Documents." "Advances" shall include any amounts provided to Mortgagor under the terms of the Loan Documents and any amounts expended by Mortgagee to protect the Property or enforce its rights under the Loan Documents. This conveyance is intended to secure performance of the covenants and agreements contained herein, and in any Loan Documents, and payment of the indebtedness under the terms of the Note(s) made by Mortgagors to the order of Mortgagee, with interest and charges as provided therein and in the Loan Documents, and any extensions, modifications or renewals thereof:

DATE OF NOTE	PRINCIPAL AMOUNT	FINAL INSTALLMENT DATE
November 6, 2009	\$3,900,000.00	November 1, 2027
December 17, 2003	\$1,666,500.00	January 1, 2024
May 30, 2006	\$2,700,000.00	May 1, 2026
January 26, 2006	\$1,200,000.00	January 1, 2021
June 2, 2000	\$325,000.00	November 1, 2020
October 15, 1999	\$4,000,000.00	November 1, 2020

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The terms of the Note(s) and Loan Documents, described above, provide that the interest rate, payment terms or amounts due may be indexed, adjusted, renewed or renegotiated.

Mortgagors and each of them REPRESENT, WARRANT, COVENANT and AGREE:

1. That they have title to the Property free from encumbrances, except as described above, they have good right and lawful authority to convey and encumber the same; they will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever; and they agree this covenant shall not be extinguished by foreclosure or other transfers. Mortgagor authorizes Mortgagee to file a financing statement and any continuations thereof, describing any personal property or fixtures described herein, without further signature by Mortgagor.
2. To keep all buildings and other improvements, now or hereafter existing, in good repair, not to remove or demolish or permit the removal or demolition of any building or other improvement; to restore promptly in a good and workmanlike manner, any building or improvement, which may be damaged or destroyed; to maintain and cultivate the Property in a good and husbandlike manner, using approved methods for preserving the fertility and productivity thereof; not to change or permit change in the use of the Property; and not to do anything which would reduce the value of the Property.
3. To maintain casualty insurance, naming Mortgagee as loss payee, on all buildings and improvements, against loss or damage by fire or other risks; to maintain liability insurance; to obtain flood insurance at any time it is determined that any building or improvement is located in whole or in part within a special flood hazard area; to pay all premiums and charges on all such insurance when due; and to provide Mortgagee satisfactory evidence of such insurance upon request. All such insurance shall be in such form(s), with such company(ies) and in such amount(s) as shall be satisfactory to Mortgagee.
4. Not to apply or enter into any federal, state, or local program which limits or restricts the use of the Property, in any way, without prior written consent of Mortgagee.
5. To pay all debts and money, secured hereby, when due; to pay, when due, all taxes, assessments, rents and other charges upon the Property and to suffer no other encumbrance, charge or lien on the Property, which would be superior to this mortgage, except as stated above.
6. To specifically assign and deliver to Mortgagee all rents, royalties, damages and payments of every kind, including without limitation insurance reimbursements and condemnation awards, at any time accruing, for any transfer, loss or seizure of the Property, any portion thereof or any rights therein; and Mortgagee may, at its option, apply such amounts in any proportion to any of the indebtedness hereby secured; and Mortgagee shall have the right to enter upon the Property to make full inspection of the Property.
7. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property and its use, including without limitation all environmental laws; not to use or permit the use of the Property for any unlawful or objectionable purpose or for any purpose that poses an unreasonable risk of harm, or that impairs or may impair the value of the Property, or any part thereof; not to apply residue from waste water treatment facilities to the Property without prior written notice to Mortgagee; to remedy any environmental contamination or violation of environmental laws that may occur or be discovered in the future; to allow Mortgagee access to the Property to inspect its condition and to test and monitor for compliance with applicable laws (any inspections or tests made by Mortgagee shall be for Mortgagee's purposes only and shall not be construed to create any responsibility or liability on the part of Mortgagee to Mortgagors or to any other person), to forward copies of any notices received from any environmental agencies to Mortgagee; to provide Mortgagee copies of any independent test or inspection reports on the environmental status of the Property; and to indemnify and hold Mortgagee, its directors, employees, agents and its successors and assigns, harmless from and against any environmental claims of any kind, and all costs and expenses incurred in connection therewith, including, without limitation, attorney's fees.

8. That neither Mortgagors nor, to the best of the Mortgagor's knowledge, any prior owner has created or permitted conditions on the Property, which may give rise to environmental liability; no enforcement actions are pending or threatened; no underground tanks are located on the Property except as already disclosed; any such underground tanks currently or previously located on the Property do not now and never have leaked and no contaminated soil is located on the Property; and Mortgagor's representations, warranties, covenants and indemnities herein and in the Loan Documents shall survive satisfaction of the Note(s) and Loan Documents, foreclosure of this mortgage, acceptance of a deed in lieu of foreclosure or any transfer or abandonment of the Property.
9. To perform all terms and conditions of each water or other contract, described above, if any, and to promptly pay all sums due or to become due under each contract so that no delinquency or default will occur under such contract(s); to perform all acts necessary to perfect and maintain any water permit, certificate, license or other water interest, however designated, described in or used in conjunction with the real property described above; any assignment of any such interest during the term of this mortgage, naming Mortgagee as an assignee shall be for security purposes and shall not alter Mortgagors' obligations hereunder; and any failure of Mortgagors to perform any such obligation shall constitute an event of default.
10. That the term "Grazing Rights," as hereinafter used refers to that portion of the Property, if any, consisting of grazing leases, permits, licenses, privileges, and preferences, or any of them, which have or will be assigned, mortgaged or waived to Mortgagee, together with any additions, renewals, replacements or substitutions thereof; if any portion of the Grazing Rights is a leasehold interest in state lands, such leasehold shall be considered to be real property; such leasehold and all other real property portions of the Property constitute a single operating unit; and in the event of foreclosure, Mortgagee shall have the right to have such leasehold and the other real property sold as a unit and not in parcels; any statements and representations in any applications for Grazing Rights are true and correct; Mortgagors have received no notice that the Grazing Rights have or are to be terminated, cancelled or modified; and any termination or cancellation of any of the Grazing Rights shall constitute an event of default under this mortgage.
11. To execute any instrument deemed necessary by the Mortgagee to assign, mortgage or waive such Grazing Rights to the Mortgagee; to pay all fees and charges, and to perform all acts and things necessary to preserve and keep in good standing the Grazing Rights; to take no action which would adversely affect the Grazing Rights; to procure renewals of the Grazing Rights upon or prior to their expiration date; to operate the lands covered by the Grazing Rights in conjunction with the other real estate portion of the Property and not to convey or attempt to convey either separately; to forward to Mortgagee copies of any notices received by Mortgagors regarding the Grazing Rights; and in the event of foreclosure of this mortgage, to waive all claims for preference in the Grazing Rights upon demand from the purchaser of the Property at foreclosure sale, or from any successor to such purchaser.
12. That if the Property is within an irrigation block and/or subject to water service contract(s) governed by the provisions of "Federal reclamation law," and the regulations issued thereunder, Mortgagors shall comply with the terms and provisions of said laws, regulations and contracts; Mortgagors, and each of them, for themselves, their heirs, successors and assigns, hereby appoint Mortgagee their attorney-in-fact to select and designate the portion of the Property to be subject to a recordable contract, in the event Mortgagors become subject to the excess land limitation; if Mortgagors fail to comply with the terms of said law, regulations or contracts, or if the delivery of water for the irrigation of the Property is discontinued in whole or in part, Mortgagors shall be in default; in the event the Bureau of Reclamation determines that continued drainage maintenance on the Property is no longer feasible, and Mortgagors purchase other lands offered as a preference purchase right (as an adjustment for wetlands), Mortgagors shall execute a supplemental mortgage on such lands in favor of the Mortgagee; and failure to execute such mortgage on demand, shall constitute an event of default.
13. That in the event of default in any of the covenants or agreements herein, or in any of the Loan Documents, Mortgagee may, at its option perform the same, in whole or in part; any advances, including, without limitation, attorney fees or costs, paid or incurred by Mortgagee to protect or enforce its rights under the Loan Documents,

in bankruptcy, appellate proceedings or otherwise, shall be payable on demand and shall become a part of the indebtedness secured by this mortgage.

14. That the indebtedness and obligations secured by this mortgage are personal to the Mortgagors and are not assignable by Mortgagors; Mortgagee relied upon the credit of Mortgagors, the interest of Mortgagors in the Property and the financial market conditions then existing when making this loan; if Mortgagors sell, transfer or convey or contract to sell, transfer or convey the Property, or any portion thereof, or if the ownership of any corporation or partnership, owning all or any portion of the Property shall be changed either by voluntary or involuntary sale or transfer or by operation of law, without prior written consent of Mortgagee, or if Mortgagors default in the payment of the indebtedness, or with respect to any warranty, covenant or agreement in the Loan Documents or if a receiver or trustee for any part of the Property is appointed, or if any proceedings under the bankruptcy or insolvency laws is commenced by or against Mortgagors, or if Mortgagors become insolvent, or if any action is commenced to foreclose or enforce a lien on any portion of the Property, then, Mortgagors shall be in default hereunder.
15. That time is of the essence and in the event of default, at Mortgagee's option, the entire indebtedness secured hereby shall forthwith become due and payable and bear interest at the rate set forth in the Loan Documents for delinquent payments; Mortgagee shall have the right to foreclose the lien of this mortgage, to have a receiver appointed in any court proceeding; to collect any rents, issues and profits from the Property and apply them against the indebtedness hereby secured and to exercise any rights and remedies available under the Uniform Commercial Code for the state in which the property is located; and reasonable notice if required by such Code shall be five (5) days.
16. That the failure of Mortgagee to exercise any right or option provided herein, at any time shall not preclude Mortgagee from exercising any of such rights at any other time; the covenants and agreements contained herein shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns; all rights conferred on Mortgagee are cumulative and additional to any rights conferred by law; and if any provision is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and the mortgage shall be construed as though such provision had been omitted.
17. That Mortgagors and each of them join in this instrument for the purpose of subjecting each of their right, title and interest, if any, in the Property, whether of record or otherwise and including any right to possession, to the lien of this mortgage.
18. That the following parties join in this instrument to perfect the lien offered as security for the Note(s), but assume no liability for payment of the Note(s): in excess of the value of the Property: **The Amended and Restated Bernard Teunissen Family Trust under Trust Agreement dated December 1, 2023**. Without affecting the lien of this Mortgage, the undersigned hereby waives any defense for any action affecting the Property, the secured obligation or the Loan Documents, including but not limited to, the following and or notice thereof: (a) any alteration of any terms of the Loan Documents, including increase of indebtedness; (b) the order of application of payments made; (c) acceleration; (d) release or sale of all or a part of the Property; (e) the taking or release of additional security; (f) default or any action or nonaction taken by any party to the Loan Documents; (g) any statute of limitation, anti-deficiency laws, one action rules, election of remedies, jurisdiction, venue, redemption, rights of valuation, stay of execution or marshaling; (h) the order of Mortgagee's proceeding against any party and or the Property or portion thereof; (i) any act by Mortgagee or any party which results in discharge of a liable party or release of the Property; and (j) all rights and remedies under applicable law or equity regarding rights and remedies of borrowers, mortgagors, mortgagees, grantors, beneficiaries, sureties, guarantors and or nonrecourse guarantors.

WAIVER OF JURY TRIAL. MORTGAGOR AND LENDER HEREBY IRREVOCABLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS LOAN DOCUMENT OR ANY OTHER LOAN DOCUMENTS AND ANY FUTURE MODIFICATIONS, AMENDMENTS, EXTENSIONS, RESTATEMENTS AND SERVICING ACTIONS RELATING TO THIS LOAN DOCUMENT AND ANY

Mortgage (041741-445-999-99)

OTHER LOAN DOCUMENTS. THE PARTIES INTEND THAT THIS JURY WAIVER WILL BE ENFORCED TO THE MAXIMUM EXTENT ALLOWED BY LAW.

19. This mortgage is supplemental to the following described mortgage(s):

Mortgage dated October 15, 1999, recorded November 1, 1999, as Instrument No. 009943449, of the records of Canyon County, Idaho;

Mortgage dated June 2, 2000, recorded June 16, 2000, as Instrument No. 200021306, of the records of Canyon County, Idaho;

Mortgage dated June 2, 2000, recorded June 16, 2000, as Instrument No. 200021307, of the records of Canyon County, Idaho;

Mortgage dated December 17, 2003, recorded December 23, 2003, as Instrument No. 200378336, of the records of Canyon County, Idaho;

Mortgage dated January 26, 2006, recorded February 8, 2006, as Instrument No. 200609269, of the records of Canyon County, Idaho;

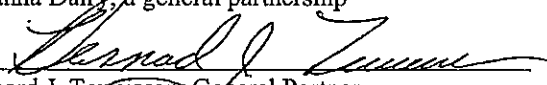
Mortgage dated May 30, 2006, recorded June 1, 2006, as Instrument No. 200642286, of the records of Canyon County, Idaho;

Mortgage recorded June 2, 2006, as Instrument No. 376511, of the records of Elmore County, Idaho;

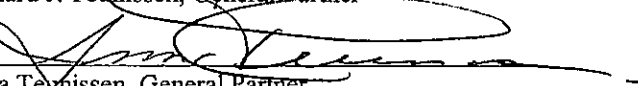
The above-described instruments (Prior Encumbrances) are given to secure the Notes and Loan Documents. Default in payment under any of the above described Notes or Loan Documents or default in performance of any of the terms or covenants of any Loan Document related thereto shall constitute a default under this and under all Prior Encumbrances. Mortgagee may, at its option, declare any and all of such Notes and Loan Documents immediately due and payable. Payoff of any of such Note(s) shall not entitle Mortgagors to a release of this or any Prior Encumbrances, until the entire indebtedness secured by this mortgage is paid in full.

20. That Mortgagor warrants that Mortgagor's chief executive office is located in the State of California; Mortgagor's state of formation is the State of Idaho; Mortgagor's state of residence is the State of Idaho and Mortgagor's exact legal name is as set forth herein.

California
Beranna Dairy, a general partnership

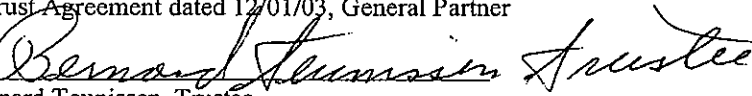
By: 

Bernard J. Teunissen, General Partner

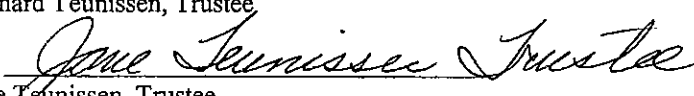
By: 

Anna Teunissen, General Partner

By: The Amended and Restated Bernard Teunissen Family Trust,
under Trust Agreement dated 12/01/03, General Partner

By: 

Bernard Teunissen, Trustee

By: 

Jane Teunissen, Trustee

Beranna Properties, L.P., a limited partnership

By: Beranna Investments, LLC, General Partner

By: 

Bernard J. Teunissen, Manager

Mortgage (041741-445-999-99)

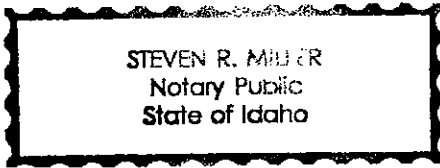
By: The Amended and Restated Bernard Teunissen Family Trust,
under Trust Agreement dated 12/01/03.

By: Bernard Teunissen Trustee
Bernard Teunissen, Trustee

By: Jane Teunissen Trustee
Jane Teunissen, Trustee

STATE OF Idaho)
)ss.
County of Canyon)

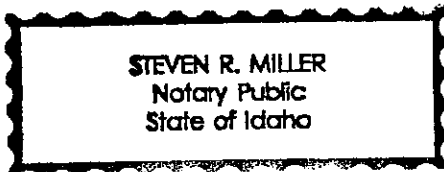
On this 9th day of November, 2009, before me personally appeared Bernard J. Teunissen, known to me to be the General Partner of the General Partnership which executed the within instrument, and acknowledged that he/she executed the same as one of the partners of Beranna Dairy, and in the partnership name freely and voluntarily.



Steven R. Miller
Printed name Steven R. Miller
Notary Public for the State of ID
Residing at Nampa
My commission expires 8-24-2013

STATE OF Idaho)
)ss.
County of Canyon)

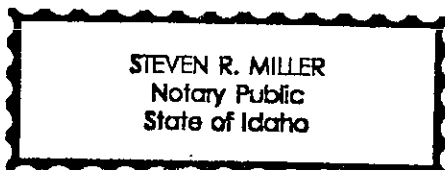
On this 9th day of November, 2009, before me personally appeared Anna Teunissen, known to me to be the General Partner of the General Partnership which executed the within instrument, and acknowledged that he/she executed the same as one of the partners of Beranna Dairy, and in the partnership name freely and voluntarily.



Steven R. Miller
Printed name Steven R. Miller
Notary Public for the State of ID
Residing at Nampa
My commission expires 8-24-2013

STATE OF Idaho)
)ss.
County of Canyon)

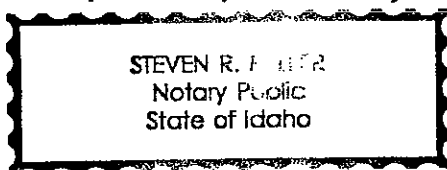
On this 9th day of November, 2009, before me personally appeared Bernard J. Teunissen to me known to be the individual who executed the foregoing instrument as Trustee of the Trust under Trust Agreement dated December 1, 2003, to me known to be a partner in the partnership which executed the within instrument, and acknowledged that he/she executed the same on behalf of the Trust as one of the partners and in the partnership name freely and voluntarily.



Steven R. Miller
Printed Name Steven R. Miller
Notary Public for the State of Idaho
Residing at Nampa
My commission expires 8-24-2013

STATE OF Idaho)
)ss.
County of Canyon)

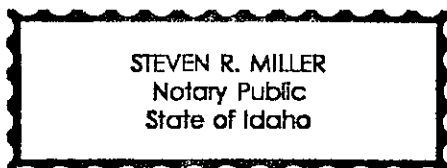
On this 9th day of November, 2009, before me personally appeared Jane Teunissen to me known to be the individual who executed the foregoing instrument as Trustee of the Trust under Trust Agreement dated December 1, 2003, to me known to be a partner in the partnership which executed the within instrument, and acknowledged that he/she executed the same on behalf of the Trust as one of the partners and in the partnership name freely and voluntarily.



Steven R. Miller
Printed Name Steven R. Miller
Notary Public for the State of Idaho
Residing at Nampa
My commission expires 8-24-2013

STATE OF Idaho)
)ss.
County of Canyon)

On this 9th day of November, 2009, before me personally appeared Bernard J. Teunissen, to me known to be a manager in Beranna Investments, LLC, the limited liability company that executed the within instrument as a partner of Beranna Properties, L.P., and acknowledged that he/she executed the same as such member of said limited liability company as one of the partners and in the partnership name, freely and voluntarily, and on oath stated that he was authorized to execute said instrument in such capacities.



Steven R. Miller
Printed Name Steven R. Miller
Notary Public for the State of Idaho
Residing at Nampa
My commission expires 8-24-2013

STATE OF Idaho)
)ss.
County of Canyon)

On this 9th day of November, 2009, before me personally appeared Bernard Teunissen, to me known to be the individual who executed the foregoing instrument as Trustee of the Trust under The Amended and Restated Bernard Teunissen Family Trust, under Trust Agreement dated 12/01/03 for the uses and purposes therein mentioned, and on oath stated he/she was authorized to execute this instrument.

STEVEN R. MILLER
Notary Public
State of Idaho

[Signature]
Printed Name Steven R. Miller
Notary Public for the State of Idaho
Residing at Nampa
My commission expires 8-24-2013

STATE OF Idaho)
)ss.
County of Canyon)

On this 9th day of November, 2009, before me personally appeared Jane Teunissen, to me known to be the individual who executed the foregoing instrument as Trustee of the Trust under The Amended and Restated Bernard Teunissen Family Trust, under Trust Agreement dated 12/01/03 for the uses and purposes therein mentioned, and on oath stated he/she was authorized to execute this instrument.

STEVEN R. MILLER
Notary Public
State of Idaho

[Signature]
Printed Name Steven R. Miller
Notary Public for the State of Idaho
Residing at Nampa
My commission expires 8-24-2013

Mortgagee acknowledges that this mortgage is subject to a security interest in favor of CoBank, ACB (Bank) and by its acceptance hereof and pursuant to and in confirmation of certain agreements and assignments by and between Mortgagee and Bank, does assign, transfer and set over the same unto Bank, its successors and assigns, to secure all obligations of Mortgagee to Bank, provided that pursuant to such agreements and assignments Mortgagee has authority to perform all loan servicing and collection actions and activities hereunder, including, without limitation thereto, releasing in whole or in part and foreclosing judicially or otherwise this mortgage until the Bank, by instrument recorded in the office in which this mortgage is recorded, revokes such authority.

20100001575

RECORDED

2010 JAN 12 PM 12 31

WILLIAM H. HURST
CANYON COUNTY RECORDER
BY [Signature]

PIONEER-CALDWELL

REQUEST

TYPE Mortgage FEE

33.00

Mortgage (041741-445-999-99)

[Close](#)IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Claim Report

10/1/2010

WATER RIGHT NO. 2-2203

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	CARL F CHASE TRUST
Current Owner	JOYCE M CHASE TRUST
	12317 LONE STAR RD
	NAMPA, ID 83651
	(208)466-1723
Present Owner	BERNARD TEUNISSEN
	12350 WHITE CHAPEL WAY
	NAMPA, ID 83686-8030
	208-442-7445
Original Owner	KONDO BROTHERS
	NAMPA, ID 83651
Original Owner	GEM MOUNTAIN FARMS
	4121 RIM RD
	NAMPA, ID 83686
	(208)495-2201
Original Owner	KONDO FARMS INC
	RT 4 BOX 4061
	NAMPA, ID 83651
Original Owner	THE PRUDENTIAL INSURANCE CO OF AMERICA
	ATTN: C WILLIAM GRISAMORE
	1431 OPUS PL STE 665
	DOWNERS GROVE, IL 60515

Priority Date: 02/01/1963

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
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SNAKE RIVER	COLUMBIA RIVER
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Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	3/15	11/15	2.94 CFS	
Total Diversion			2.94 CFS	

Location of Point(s) of Diversion:

SNAKE RIVER	SWNWNW	Sec. 16	Township 01N	Range 03W	CANYON County
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Place(s) of use:

Place of Use Legal Description: IRRIGATION CANYON County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
01N	03W	4	1	NENE	40	2	NWNE	40		SWNE	40		SENE	40

Total Acres: 160

Conditions of Approval:

1.	See remarks for additional conditions of approval. Ownership change (and removal of attorney) by DB 5/15/2001
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Dates:

Licensed Date: 02/13/1979

Claim Received Date:

Decreed Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close

Idaho Department of Water Resources



Claim Number: 02-2203
 Legal: T01N, R03W, S4 & 16
 Reviewed By: BTB 6/10/05

- Point of Diversion
- Place of Use
- Section Lines
- Quarter Quarter Lines



[Close](#)IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Claim Report

10/1/2010

WATER RIGHT NO. 2-2168

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	CARL F CHASE TRUST
Current Owner	JOYCE M CHASE TRUST 12317 LONE STAR RD NAMPA, ID 83651 (208)466-1723
Present Owner	BERNARD TEUNISSEN 12350 WHITE CHAPEL WAY NAMPA, ID 83686-8030 208-442-7445
Original Owner	KONDO BROTHERS NAMPA, ID 83651
Original Owner	GEM MOUNTAIN FARMS 4121 RIM RD NAMPA, ID 83686 (208)495-2201
Original Owner	KONDO FARMS INC RT 4 BOX 4061 NAMPA, ID 83651
Original Owner	THE PRUDENTIAL INSURANCE CO OF AMERICA ATTN: C WILLIAM GRISAMORE 1431 OPUS PL STE 665 DOWNERS GROVE, IL 60515

Priority Date: 12/26/1961

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
SNAKE RIVER	COLUMBIA RIVER

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	3/15	11/15	11.78 CFS	
Total Diversion			11.78 CFS	

Location of Point(s) of Diversion:

SNAKE RIVER	SWNWNW	Sec. 16	Township 01N	Range 03W	CANYON County
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Place(s) of use:

Place of Use Legal Description: IRRIGATION CANYON County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
01N	03W	3	1	NENE	40	2	NWNE	40		SWNE	40		SENE	40
			3	NENW	40	4	NWNW	40		SWNW	40		SENW	40
				NESW	40		NWSW	40		SWSW	40		SESW	40
				NESE	40		NWSE	40		SWSE	40		SESE	40

Total Acres: 640

Conditions of Approval:

1.	OWNERSHIP CHANGED BY KW 6/6/91. Ownership change (and removal of attorney) by DB 5/15/2001.
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Dates:

Licensed Date: 02/13/1979

Claim Received Date:

Decreed Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

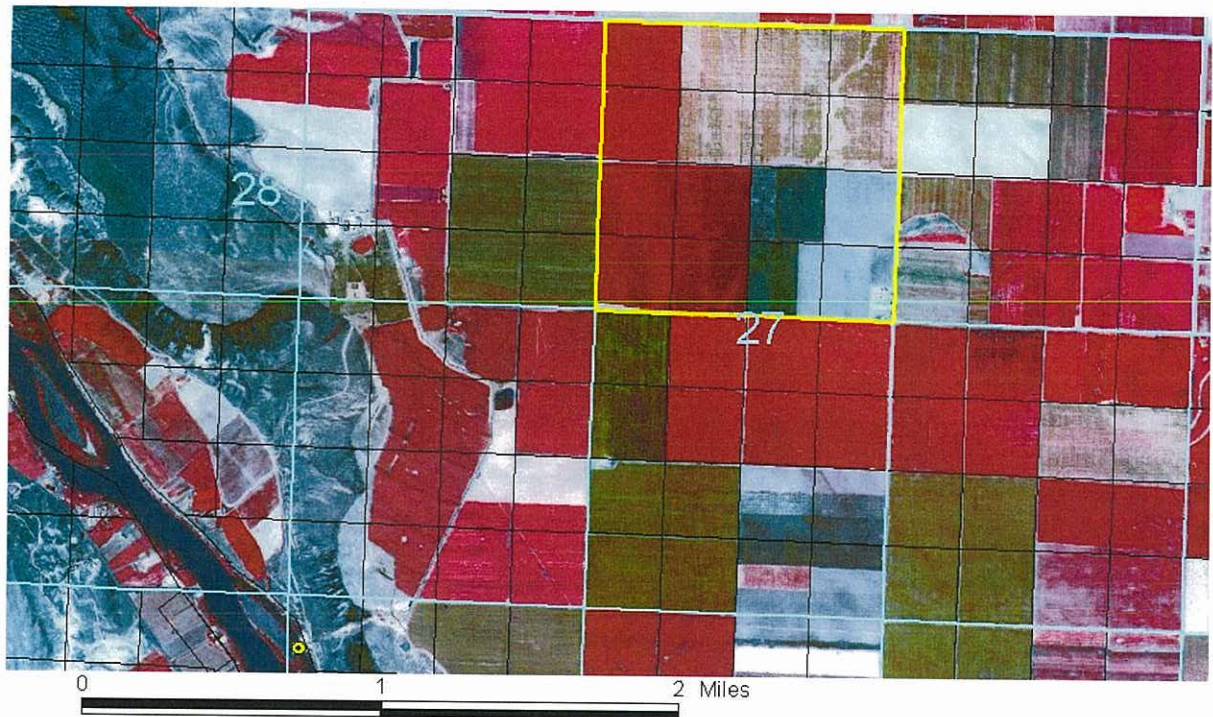
DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close

Idaho Department of Water Resources



Claim Number: 02-2168
Legal: T01S, R02W, S3 & 16
Reviewed By: BTD 6/10/05

-  Point of Diversion
-  Place of Use
-  Section Lines
-  Quarter Quarter Lines

