

08/12/2004

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 25-14102
NAME AND ADDRESS: LARRY PROPHET
P.O. BOX 692
IONA ID 53427

DALE PROPHET
P.O. BOX 692
IONA ID 83427

SOURCE: ROBINSON RESERVOIR TRIBUTARY: LONG VALLEY CREEK
QUANTITY: 1.216 CFS
60.000 AFY
PRIORITY DATE: 04/15/1941
POINT OF DIVERSION:

T02S R41E S19 NESW Within BINGHAM County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 09/01	1.216 CFS
IRRIGATION STORAGE	01/01 12/31	60.00 AFY
IRRIGATION FROM STORAGE	04/01 09/01	60.00 AFY

PLACE OF USE:

IRRIGATION Within BINGHAM County
T02S R41E S19 Lot 4 SWSW 28.5 T02S R41E S19 SESW 32.3
IRRIGATION STORAGE Within BINGHAM County
T02S R41E S19 Lot 4 SWSW T02S R41E S19 SESW
IRRIGATION FROM STORAGE Within BINGHAM County
T02S R41E S19 Lot 4 SWSW T02S R41E S19 SESW

60.8 ACRES TOTAL

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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.

EXPLANATORY MATERIAL: Beneficial Use

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 25-14102
Date Received: 8/4/2004
Receipt No:
Received By:

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name of Claimant(s)

LARRY PROPHET Phone: (208) 589-0616
P.O. BOX 692
IONA ID USA 53427

DALE PROPHET Phone: (208) 589-0616
P.O. BOX 692
IONA ID USA 83427

2. Date of Priority: 04/15/1941

3. Source: ROBINSON RESERVOIR Trib. to: LONG VALLEY CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
02S	41E	19	NE SW	BINGHAM	

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/01	09/01	1.248	
IRRIGATION STORAGE			01/01	12/31
60				
IRRIGATION FROM STORAGE			04/01	09/01
60				

7. Total Quantity Appropriated is:
1.248 C.F.S. and/or 60 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
02S	41E	19	SW	SW	4	IRRIGATION 28.5
			SE	SW		IRRIGATION 32.3
			SW	SW	4	IRRIGATION STORAGE
			SE	SW		IRRIGATION STORAGE
			SW	SW	4	IRRIGATION FROM STORAGE
28.5						
32.3			SE	SW		IRRIGATION FROM STORAGE
					Section Acres	121.6
					Total Acres	121.6

11. Place of use in counties: BINGHAM

12. Do you own the property listed above as place of use? Yes

13. Other Water Rights Used:

14. Remarks:

Split of right 25-13584 due to change of ownership. Previous recommendation had been completed and new owner will receive 60% of what had been recommended.

15. Basis of Claim: Beneficial Use

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

RECORDATION REQUESTED BY:

ZIONS FIRST NATIONAL BANK
RIGBY BRANCH
219 EAST MAIN, P.O. BOX 54
RIGBY, ID 83442

WHEN RECORDED MAIL TO:

ZIONS FIRST NATIONAL BANK
Loan Servicing Group UT RDWG 0187
2460 South 3270 West
West Valley City, UT 84119

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE dated August 21, 2002, is made and executed between DALE R. PROPHET AND JANICE M. PROPHET, HUSBAND AND WIFE AND LARRY R. PROPHET AND CRYSTAL D. PROPHET, HUSBAND AND WIFE (referred to below as "Grantor") and ZIONS FIRST NATIONAL BANK, whose address is 219 EAST MAIN, P.O. BOX 54, RIGBY, ID 83442 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, grants, bargains, sells and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in BONNEVILLE County, State of Idaho:

SEE EXHIBIT "A" ATTACHED

The Real Property or its address is commonly known as 10458 EAST 9TH SOUTH, IDAHO FALLS, ID 83401. The Real Property tax identification number is TRACT 1: RP02N39E239000; TRACT 2: RP02N39E230002; TRACT 3: RP02N39E237255

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

ATTACHED LEGAL DESCRIPTION

Robison
Ranch

Order No.: B45705

TRACT A:

Township 2 South, Range 40 E.B.M., Bingham County, Idaho
Section 13: SE $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$

TRACT B:

Township 2 South, Range 41 E.B.M., Bingham County, Idaho

Section 19: Lot 4; SE $\frac{1}{4}$ SW $\frac{1}{4}$

Section 30: Lot 2; Lot 3; NE $\frac{1}{4}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$, EXCEPTING AND RESERVING to the United States all the phosphate in the Lots 2 and 3; SE $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 30, and to it, or person authorized by it, the right to prospect for mine and remove such deposits.

Section 30: N $\frac{1}{4}$ SE $\frac{1}{4}$; S $\frac{1}{4}$ NE $\frac{1}{4}$

TRACT C:

Township 2 South, Range 41 E.B.M., Bingham County, Idaho

Section 30: N $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ NW $\frac{1}{4}$

TRACT D:

An easement for ingress and egress, twenty feet wide, crossing property described as follows: Commencing at the Intersection of the current Long Valley Road and approximately the SE corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 24, Township 2 South, Range 40 E.B.M., Bingham County, Idaho, and proceeding in a north, northeasterly direction across said Section 24 and thereafter across a portion of Section 13, Township 2 South, Range 40 E.B.M. to the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 13, along the established farm access roadway.

NOTICE OF FINAL AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$294,540.00	08-21-2002	04-01-2022	9004	2 / 5240	7475063	84125	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

Borrower: DALE R. PROPHET, JANICE M. PROPHET, LARRY R. PROPHET and CRYSTAL D. PROPHET, A JOINT OPERATION P.O. BOX 692 IONA, ID 83427	Lender: ZIONS FIRST NATIONAL BANK RIGBY BRANCH 219 EAST MAIN, P.O. BOX 54 RIGBY, ID 83442
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BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THE WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES, (B) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (C) THE WRITTEN LOAN AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

As used in this Notice, the following terms have the following meanings:

Loan. The term "Loan" means the following described loan: a Variable Rate Nondisclosable Loan to an Individual for \$294,540.00 due on April 1, 2022. The reference rate (five year LIBOR rate. As used herein, Lender's five (5) year LIBOR Rate shall mean the rates per annum quoted by Lender as Lender's five (5) year LIBOR Rate based upon quotes for the London Interbank Offered Rate from the British Bankers Association Interest Settlement Rates, Lasser Marshall Inc., or other comparable services. This definition of Lender's five (5) year LIBOR Rate is to be strictly interpreted and is not intended to serve any purpose other than providing an index to determine the interest rate used herein. Lender's five (5) year LIBOR Rate may not necessarily be the same as the quoted offer side in the eurodollar time deposit market by any particular institution or service applicable to any interest period, currently 4.070%) is added to the margin of 3.380%, resulting in an initial rate of 7.450.

Loan Agreement. The term "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, relating to the Loan, including without limitation the following:

LOAN DOCUMENTS

Promissory Note ID Mortgage for Real Property located at BARE GROUND LOCATED AT DOWN BONE ROAD FROM IDAHO FALLS, GO 7 MILES PAST THE BONE STORE, IDAHO FALLS, ID 83401 Agreement to Provide Insurance: Real Property located at 10458 EAST 9TH SOUTH, IDAHO FALLS, ID 83401; owned by PROPHET, PROPHET, PROPHET and PROPHET Notice of Final Agreement	ID Deed of Trust for Real Property located at 10458 EAST 9TH SOUTH, IDAHO FALLS, ID 83401 UT Revised National UCC FS: ; owned by PROPHET, PROPHET, PROPHET and PROPHET Notice of Insurance Requirements: Real Property located at 10458 EAST 9TH SOUTH, IDAHO FALLS, ID 83401 Disbursement Request and Authorization
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Parties. The term "Parties" means ZIONS FIRST NATIONAL BANK and any and all entities or individuals who are obligated to repay the loan or have pledged property as security for the Loan, including without limitation the following:

Borrower: DALE R. PROPHET, JANICE M. PROPHET, LARRY R. PROPHET and CRYSTAL D. PROPHET, A JOINT OPERATION Grantor(s): DALE R. PROPHET, JANICE M. PROPHET, LARRY R. PROPHET and CRYSTAL D. PROPHET	
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Each Party who signs below, other than ZIONS FIRST NATIONAL BANK, acknowledges, represents, and warrants to ZIONS FIRST NATIONAL BANK that it has received, read and understood this Notice of Final Agreement. This Notice is dated August 21, 2002.

BORROWER:

X _____ DALE R. PROPHET, Individually and as Joint Operator	X _____ JANICE M. PROPHET, Individually and as Joint Operator
X _____ LARRY R. PROPHET, Individually and as Joint Operator	X _____ CRYSTAL D. PROPHET, Individually and as Joint Operator

ASSUMPTIONS AND LIMITING CONDITIONS

(continued from previous page)

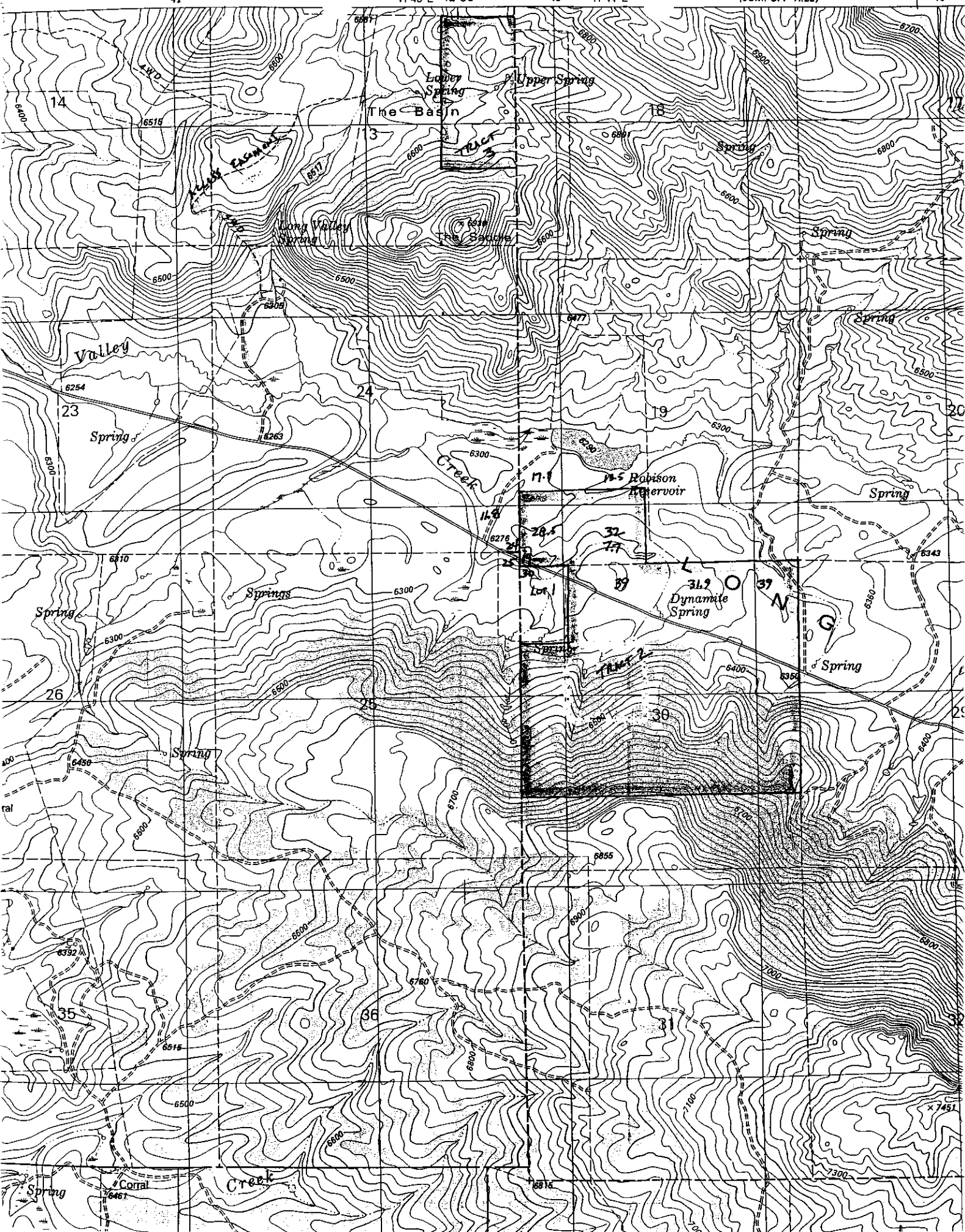
21: Water rights:

The private water rights associated with tract 2 are claim #25-13584, priority date 4/15/1941, for 2.08 CFS on 104 acres (9 gpm per acre for 79.5 acres on the subject farm) from Robinson Reservoir and Long Valley Creek and claim #25-13585, priority date 4/15/1948, for 2.35 CFS on 117.6 acres (9 gpm per acre for 117.6 acres on the subject farm) from Dynamite and other springs. The combination of both claims is for 178 acres

22: It is assumed for this appraisal that the buildings included in the appraisal are located on the legally described property and that the two dwellings and one garage are located on the excluded sites. The appraiser is unable to determine for certain the location of the property lines as described in the legal description.

23. It is assumed that the recorded easement (see legal description) granting egress and egress across neighboring property to tract 3 will continue in its perpetual status.

24: It is assumed for this appraisal that the subject property is marketed and sold as one unit.



STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED

JUL 30 20

Department of Water Resources
Eastern Region

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided, if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
25-13585					
25-13584	X				

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts. -\$0
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) are for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) Maurice Robinson
690 Northgate mile
4. New Owner/Claimant(s) Idaho Falls Ida. 83401
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
Dale & Larry Prophet
New Mailing Address P.O. Box 692, Iona Ida 83427
City, State and ZIP Code
New Telephone Number (208) 589-0616
5. Date you acquired the property _____

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT		
(If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number <u>25-13584</u>		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	<u>1.14 cfs</u>	<u>57</u>
Stock		
Domestic		
Other <u>irrigation storage / farm storage</u>	<u>1.14 cfs</u>	<u>34.2 acre feet</u>
Total	<u>1.14 cfs</u>	

DESCRIPTION OF YOUR PORTION OF WATER RIGHT		
(If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation		
Stock		
Domestic		
Other _____		
Total		

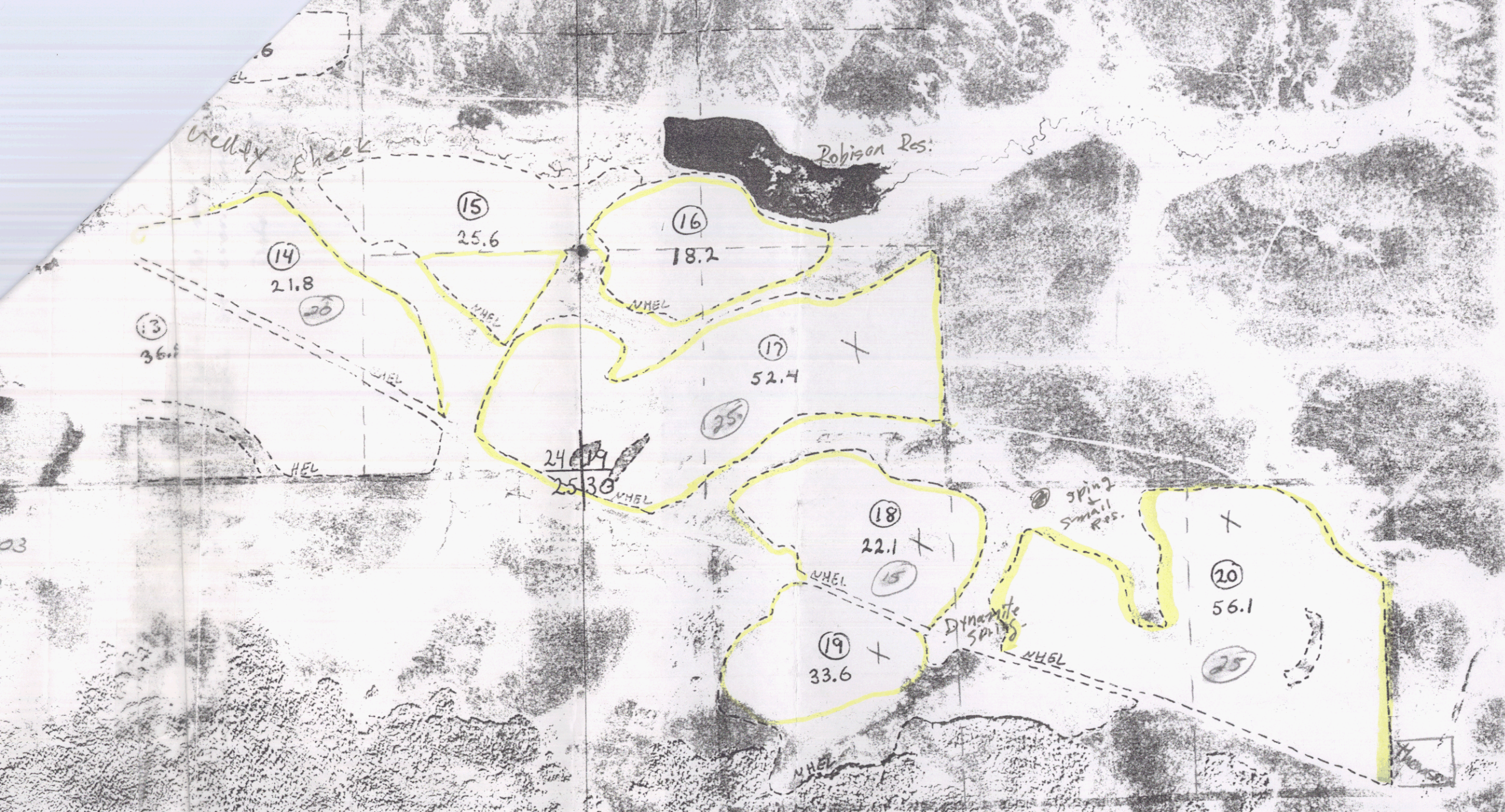
7. Signature of New Owner(s) or Claimant(s) Alab R. Bruchet
(include title if applicable)

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by _____ Date _____ Fee _____
 Receipted by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____

Transferred To
Bingham
1993





Hay yield 03
150 bales