

03/18/2010

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

RIGHT NUMBER: 27-2120B

NAME AND ADDRESS: MARIE D CHAPPELL
452 S 900 W
BLACKFOOT ID 83221

BRENT E CHAPPELL
452 S 900 W
BLACKFOOT ID 83221

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 3.000 CFS
599.000 AFY

PRIORITY DATE: 11/14/1960

POINT OF DIVERSION:

T03S R34E S28 NENE Within BINGHAM County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

04/01 10/31

3.000 CFS
599.00 AFY

PLACE OF USE:

IRRIGATION in BINGHAM County

T03S R34E S28	NENE	38.00	T03S R34E S28	NWNE	35.00
T03S R34E S28 Lot 4	SWNE	30.00	T03S R34E S28 Lot 5	SENE	34.00
T03S R34E S28 Lot 5	NESE	4.30	T03S R34E S28	NWSE	3.80
T03S R34E S28 Lot 4	NWSE	4.70			

149.8 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: BASIS OF CLAIM - License

02/10/2005

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

RIGHT NUMBER: 27-2120B

NAME AND ADDRESS: MARIE D CHAPPELL
408 S 900 W
BLACKFOOT ID 83221

BRENT E CHAPPELL
408 S 900 W
BLACKFOOT ID 83221

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 2.650 CFS
464.000 AFY

This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 3.5 afa per acre for irrigation of the lands above.

PRIORITY DATE: 11/14/1960

POINT OF DIVERSION:

T03S R34E S28 NENENE Within BINGHAM County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	2.650 CFS 464.00 AFY

PLACE OF USE: IRRIGATION Within BINGHAM County

T03S R34E S28	NENE	36.0	T03S R34E S28	NWNE	35.0
T03S R34E S28 Lot 4	SWNE	29.0	T03S R34E S28 Lot 5	SENE	32.5

132.5 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: License

Right No. 27-11903 is also diverted through point of diversion described above.

THIS RIGHT IS A COMBINATION OF OLD RIGHT NOS. 27-11904 and 27-2120B.



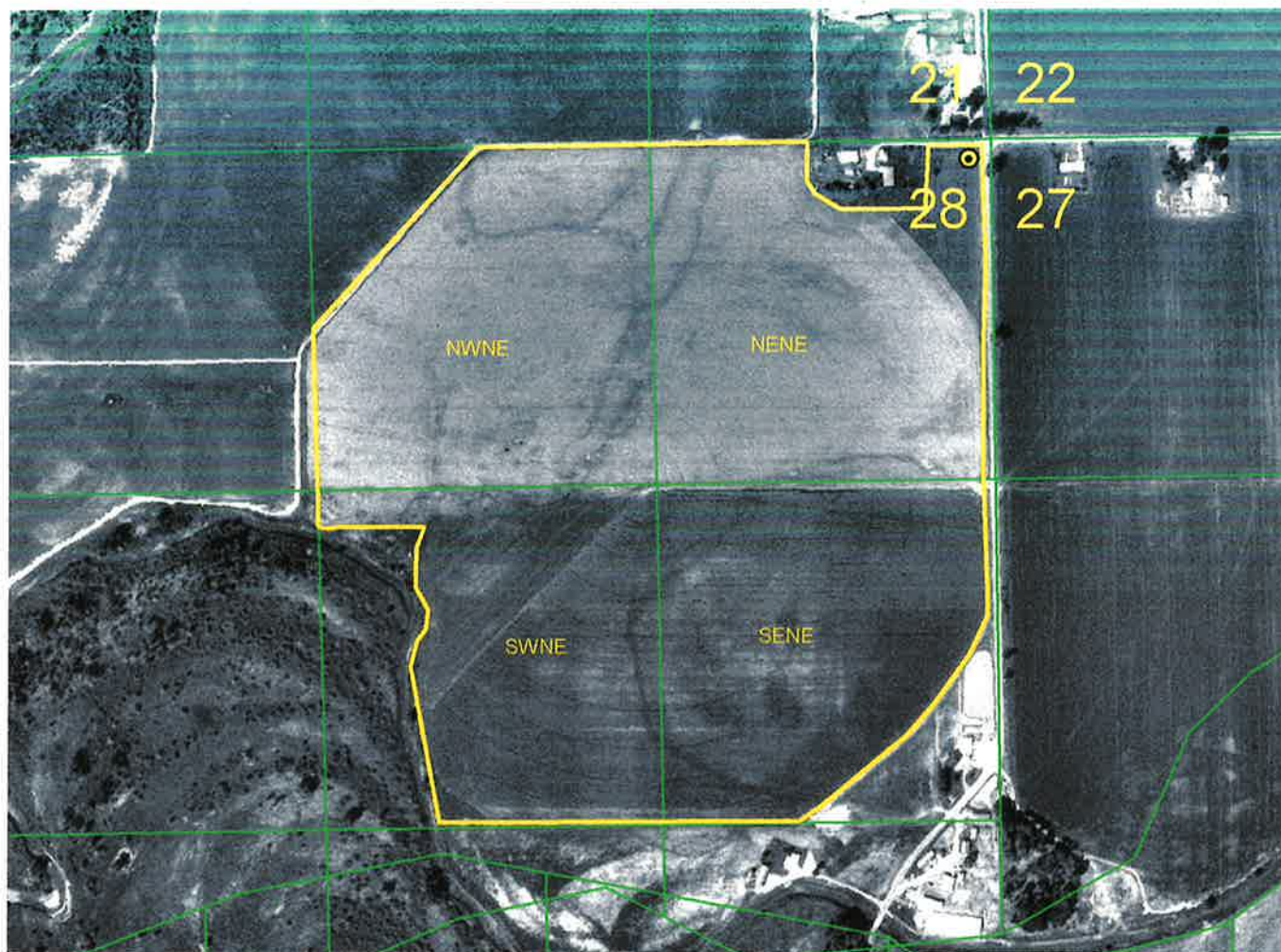
STATE OF IDAHO

Department of Water Resources

Eastern Region



Water Right(s) 27-2120B



1000 0 1000 2000 Feet

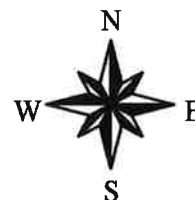
IRRIGATED ACRES 132.5

LEGEND

- ⊙ Point of Diversion
- Place of Use
- Townships
- Sections
- Quarter-Quarters

Place of Use: T3S, R34E:
(part of) Sec. 28, NWNE,
NENE, SWNE, SENE.

Point(s) of Diversion: T3S, R34E:
Sec. 28, NENENE.



GIS Place of Use Illustration
1993 Mr. SID Imagery
Prepared by: B. Payne
Date: February 2005

SCANNED
MAR 09 2006



Idaho Department of Water Resources

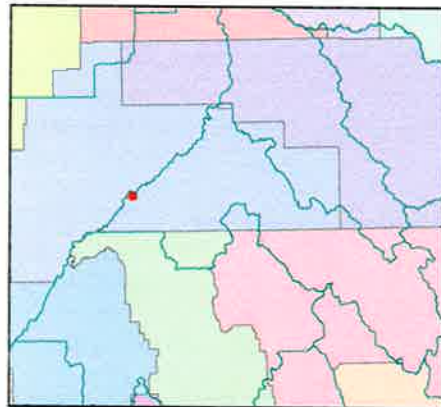
Adjudication Recommendation

27-2120B

(IRRIGATION)

Legend

- Point of Diversion
- Place of Use
- State Outline
- Townships
- PLS Sections
- Quarter Quarters



**Bingham County
IDWR Basin 27**

Prepared by Michael Holliday
On March 19, 2010
1987/88 Aerial Photography



T
3
S

R34E

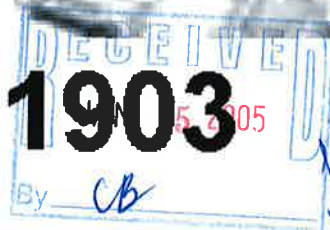
Sec 28

SENE (L-5)

4.882

0.056

A. Ladd Carter 27-11903



**T
3
S**

R34E

Sec 28

SENE (L-5)

4.882

0.056

A. Ladd Carter 27-11903



*from
Kurt
Wilson*

of acres ?
~~was~~ in each
QQ ?

NW NE

NENE

SWNE.

3d.

SWE NE

Doc 452865
Tract A Except
4.5 ac

NWNE

0

Overall
131.2 ac

NENE

0

Doc 452654
NENE without excep
34.9 ac

Doc 478632
Parcel I
59.2 ac

SENE

4

SWNE

5

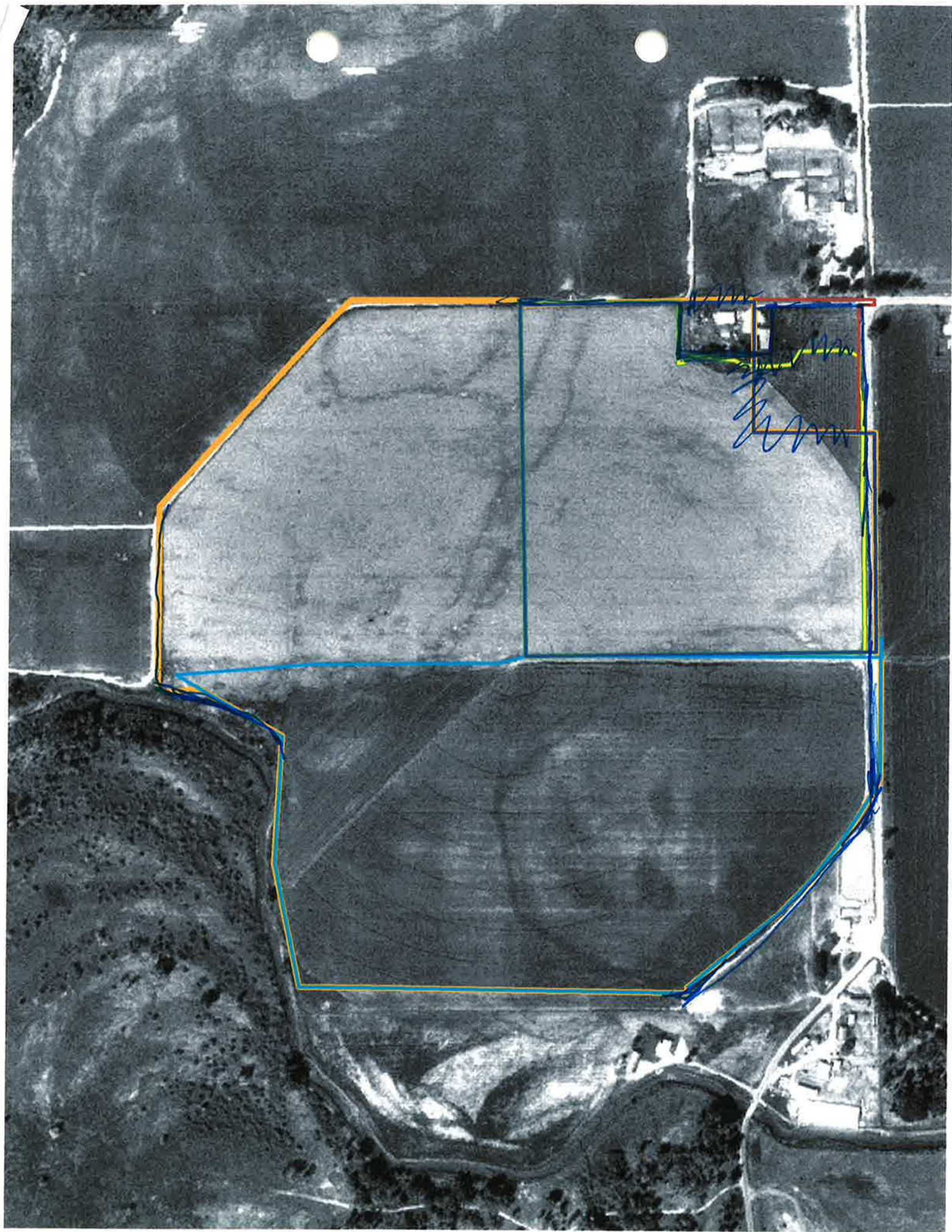
4

4

7

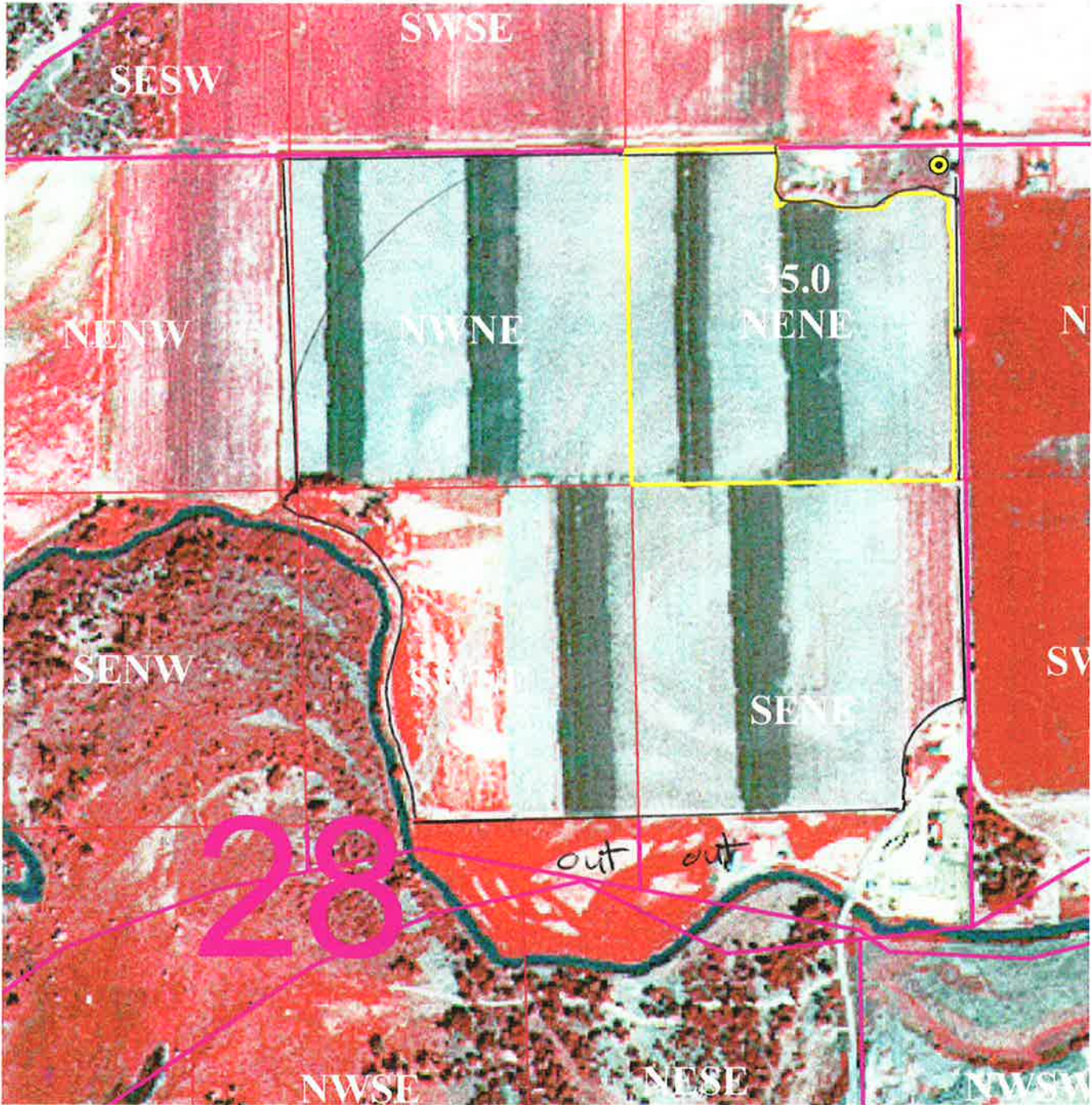
5
5

5



Water Right Claim Number 27-02120B
Township , 3S34E

12/22/2000



 Irrigated Area

 Section Line

 Roads

 Place of Diversion

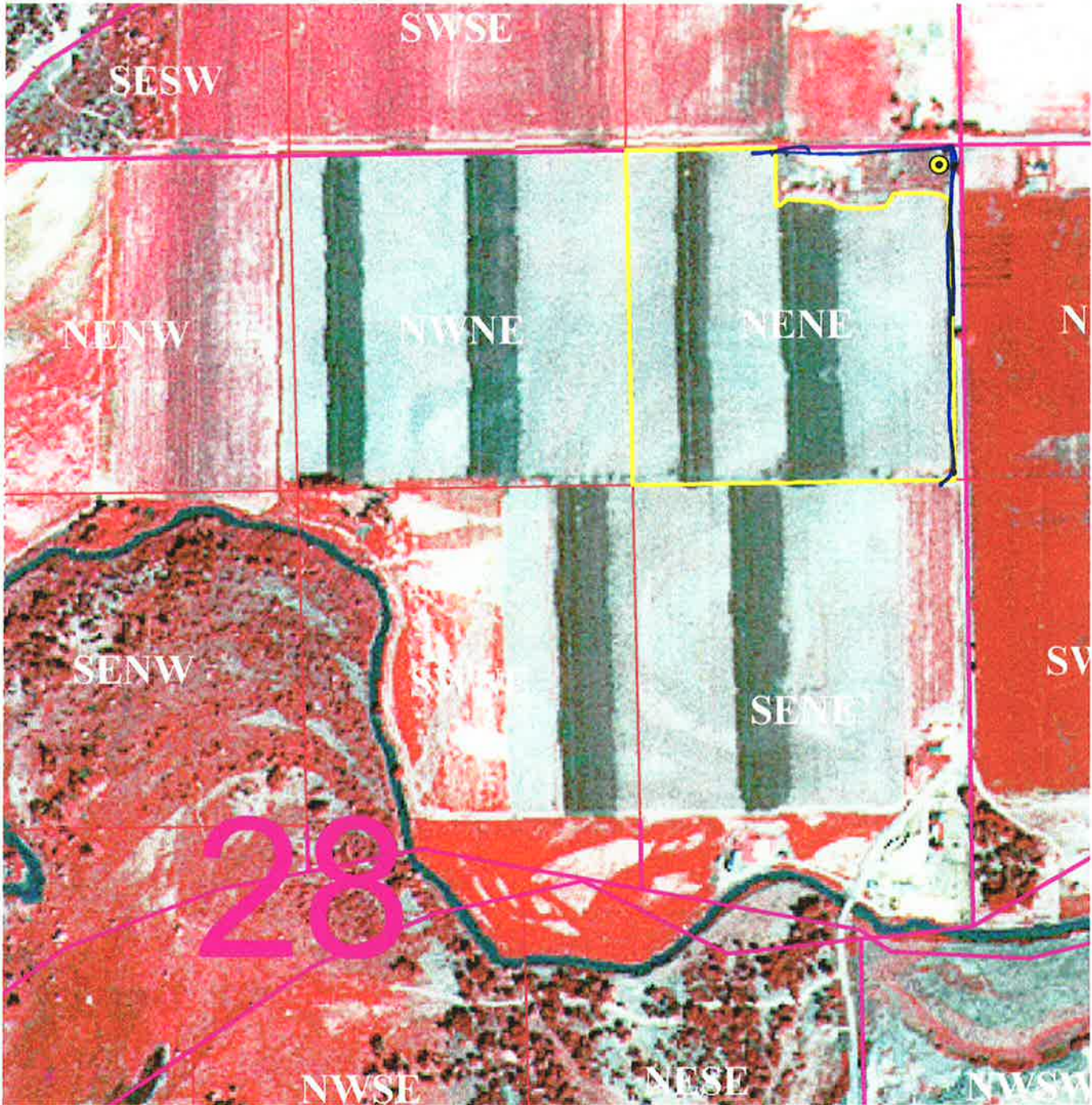
 Quarter Section Line

 Streams and Canals



Water Right Claim Number 27-02120B
Township , 3S34E

12/22/2000



 Irrigated Area

 Place of Diversion

 Section Line

 Quarter Section Line

 Roads

 Streams and Canals

Legend



State of Idaho

License and Certificate of Water Right

Water License No. G-29136 Amount 3.56 c.f.s.
 Water District No. _____ Priority Nov. 14, 1960

THIS IS TO CERTIFY that EWERT H. & RALPH D. PRESCOTT
 of Blackfoot, Idaho, made application for a permit to appropriate the
 public waters of the State of Idaho, dated November 14, 1960; that Permit No. G-29136
 was issued under said application; that Certificate of Completion of works, with a carrying capacity of
3.56 second feet, was issued thereunder on August 14, 1963, showing that said works
 were completed on the 25th day of June, 1963; and that on the 25th
 day of June, 1963,

EWERT H. & RALPH D. PRESCOTT

of Blackfoot, State of Idaho, made proof to the satisfaction of the
 State Reclamation Engineer of Idaho, of the right to use the waters of a well
, a tributary of subterranean flow, for the purpose of irrigation & stock
 water, under Use Permit No. G-29136 of the Department of Reclamation
 and that said right to the use of said waters has been perfected in accordance with the laws of Idaho,
 and is hereby confirmed by the State Reclamation Engineer of Idaho and entered of record in Volume
12 of Licenses at page 7659, on the 14 day of August, 1963;

The right hereby confirmed dates from November 14, 1960;

The Point of Diversion is located

in the NE 1/4 NE 1/4, Sec. 28, Tp. 3 S. R. 34 E., B. M. Bingham County

That the amount of water to which such right is entitled and hereby confirmed, for the purposes
 aforesaid, is limited to an amount actually needed and beneficially used for said purposes, and shall
 not exceed 3.56 cubic feet per second.

Description and location of use:

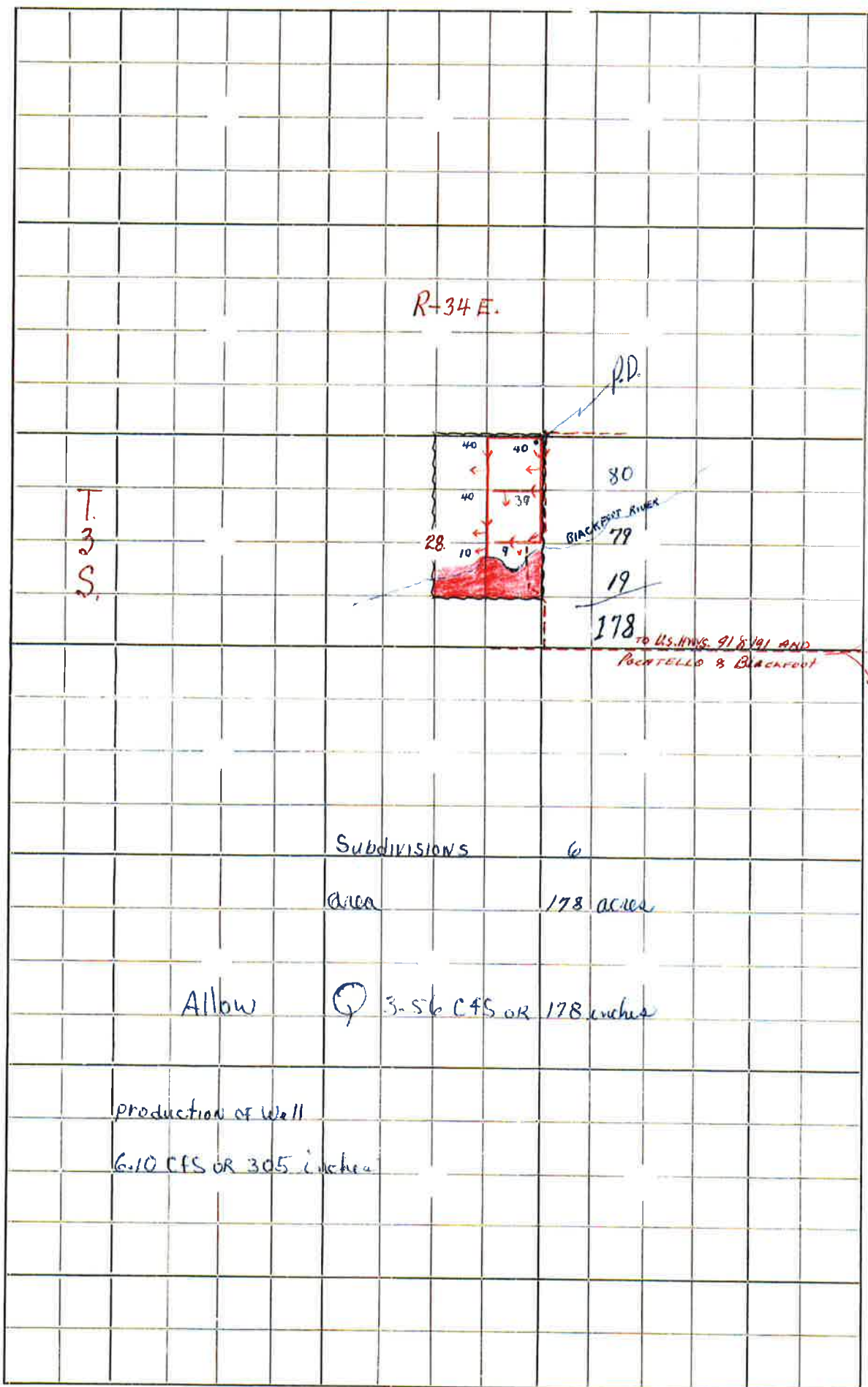
Twp.	Range	Sec.	Forty-acre Tract	No. Acres Described in Permit	No. Acres Actually Irrigated
3 S.	34 E.	28	NE 1/4 NE 1/4	40	40
			NW 1/4 NE 1/4	40	40
			SW 1/4 NE 1/4	40	40
			SE 1/4 NE 1/4	40	39
			NE 1/4 SE 1/4	10	10
			NW 1/4 SE 1/4	8	9
Total number of acres to be irrigated:					178

The right to the use of the water aforesaid hereby confirmed is restricted to the lands or place
 of use herein described, as provided by the laws of Idaho.

WITNESS the seal and signature of the State Reclamation Engineer, affixed at Boise, Idaho, this
14th day of August, 1963.

RALPH W. THOMAS
 Deputy State Reclamation Engineer.

(SEAL)



Scale: 2 Inches Equals 1 Mile. Draw Map In Ink.



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A • Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 • Fax: (208) 525-7177 • Web Site: www.idwr.idaho.gov

EASTERN REGION

COPY

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

March 7, 2008

ZIONS BANK
PO BOX 945
BLACKFOOT ID 83221

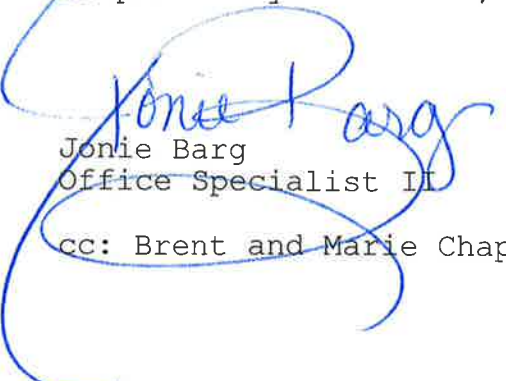
RE: ADDITION OF LIEN HOLDER FOR WATER RIGHTS 27-2120B

Dear Sirs:

The Idaho Department of Water Resources acknowledges receipt of your Notice of Security Interest in a Water Right. The Department's records have been modified to reflect Zions Bank as a lien holder, please find a computer generated report for your records.

If you have any questions regarding this matter, please feel free to call 525-7161.

Respectfully submitted,


Jonie Barg
Office Specialist III

cc: Brent and Marie Chappell

SCANNED

MAR 07 2008

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
FEB 11 2008
Department of Water Resources
Eastern Region

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): 27-2120B *2 Ads Receipted*
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 right or claim 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
Zions Bank
PO Box 945
Blackfoot ID 83221
4. Name of Water Right Owner/Claimant(s)
BRENT E. CHAPPELL AND MARIE D. CHAPPELL
5. Expiration Date of Notification Period 4-15-2028
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) (and title if applicable)
Brent Chappell
Marie Chappell

For Office Use Only

Received by JR Date 2-12-08 Fee 25.00
 Received by JR Date 2-12-08 Receipt No. 6033757
 Processed by _____ AJ Date _____ WR _____ Date _____

RECEIVED
FEB 14 2008

Department of Water Resources
Eastern Region

SCANNED

MAR 07 2008

RECORDATION REQUESTED BY:
ZIONS FIRST NATIONAL BANK
BLACKFOOT OFFICE
1 RIVERSIDE PLAZA, P.O. BOX 945
BLACKFOOT, ID 83221

COPY

WHEN RECORDED MAIL TO:
Zions First National Bank
Loan Servicing Group - UT RDWG 0187
2460 South 3270 West
West Valley City, UT 84119

Instrument # 590390

BINGHAM COUNTY

2008-01-29

10:23:24 No. of Pages: 9

Recorded for : FIRST AMERICAN TITLE COMPANY

SARA J. STAUB

Ex-Officio Recorder Deputy

Fee: 27.00

242528

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



00000000000009001074501282008

MORTGAGE AND FIXTURE FILING

THIS MORTGAGE dated January 28, 2008, is made and executed between BRENT E. CHAPPELL and MARIE D. CHAPPELL, HUSBAND AND WIFE (referred to below as "Grantor") and ZIONS FIRST NATIONAL BANK, whose address is 1 RIVERSIDE PLAZA, P.O. BOX 945, BLACKFOOT, ID 83221 (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 BINGHAM County, State of Idaho:

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION OF PROPERTY, TOGETHER WITH ANY AND ALL WATER RIGHTS, INCLUDING BUT NOT LIMITED TO WATER RIGHTS NUMBERS: 27-2120B, NOW OWNED OR HEREAFTER ACQUIRED WHICH ARE APPURTENANT THERETO.

The Real Property or its address is commonly known as 408 SOUTH 900 WEST, BLACKFOOT, ID 83221. The Real Property tax identification number is RP0264707, RP0264705, RP0264800.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

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

MAR 07 2008

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, defend, 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 and defend, 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.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Idaho law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any

disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below

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unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any related document.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party

of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Sale. If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by non-judicial sale.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when

deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Arbitration Disclosures.

1. ARBITRATION IS FINAL AND BINDING ON THE PARTIES AND SUBJECT TO ONLY VERY LIMITED REVIEW BY A COURT.
 2. IN ARBITRATION THE PARTIES ARE WAIVING THEIR RIGHT TO LITIGATE IN COURT, INCLUDING THEIR RIGHT TO A JURY TRIAL.
 3. DISCOVERY IN ARBITRATION IS MORE LIMITED THAN DISCOVERY IN COURT.
 4. ARBITRATORS ARE NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING IN THEIR AWARDS. THE RIGHT TO APPEAL OR SEEK MODIFICATION OF ARBITRATORS' RULINGS IS VERY LIMITED.
 5. A PANEL OF ARBITRATORS MIGHT INCLUDE AN ARBITRATOR WHO IS OR WAS AFFILIATED WITH THE BANKING INDUSTRY.
 6. ARBITRATION WILL APPLY TO ALL DISPUTES BETWEEN THE PARTIES, NOT JUST THOSE CONCERNING THE AGREEMENT.
 7. IF YOU HAVE QUESTIONS ABOUT ARBITRATION, CONSULT YOUR ATTORNEY OR THE AMERICAN ARBITRATION ASSOCIATION.
- (a) Any claim or controversy ("Dispute") between or among the parties and their employees, agents, affiliates, and assigns, including, but not limited to, Disputes arising out of or relating to this agreement, this arbitration provision ("arbitration clause"), or any related agreements or instruments relating hereto or delivered in connection herewith ("Related Agreements"), and including, but not limited to, a Dispute based on or arising from an alleged tort, shall at the request of any party be resolved by binding arbitration in accordance with the applicable arbitration rules of the American Arbitration Association (the "Administrator"). The provisions of this arbitration clause shall survive any termination, amendment, or expiration of this agreement or Related Agreements. The provisions of this arbitration clause shall supersede any prior arbitration agreement between or among the parties.
- (b) The arbitration proceedings shall be conducted in a city mutually agreed by the parties. Absent such an agreement, arbitration will be conducted in Boise, Idaho or such other place as may be determined by the Administrator. The Administrator and the arbitrator(s) shall have the authority to the extent practicable to take any action to require the arbitration proceeding to be completed and the arbitrator(s)' award issued within 150 days of the filing of the Dispute with the Administrator. The arbitrator(s) shall have the authority to impose sanctions on any party that fails to comply with time periods imposed by the Administrator or the arbitrator(s), including the sanction of summarily dismissing any Dispute or defense with prejudice. The arbitrator(s) shall have the authority to resolve any Dispute regarding the terms of this agreement, this arbitration clause, or Related Agreements, including any claim or controversy regarding the arbitrability of any Dispute. All limitations periods applicable to any Dispute or defense, whether by statute or agreement, shall apply to any arbitration proceeding hereunder and the arbitrator(s) shall have the authority to decide whether any Dispute or defense is barred by a limitations period and, if so, to summarily enter an award dismissing any Dispute or defense on that basis. The doctrines of compulsory counterclaim, res judicata, and collateral estoppel shall apply to any arbitration proceeding hereunder so that a party must state as a counterclaim in the arbitration proceeding any claim or controversy which arises out of the transaction or occurrence that is the subject matter of the Dispute. The arbitrator(s) may in the arbitrator(s)' discretion and at the request of any party: (1) consolidate in a single arbitration proceeding any other claim arising out of the same transaction involving another party to that transaction that is bound by an arbitration clause with Lender, such as borrowers, guarantors, sureties, and owners of collateral; and (2) consolidate or administer multiple arbitration claims or controversies as a class action in accordance with Rule 23 of the Federal Rules of Civil Procedure.
- (c) The arbitrator(s) shall be selected in accordance with the rules of the Administrator from panels maintained by the Administrator. A single arbitrator shall have expertise in the subject matter of the Dispute. Where three arbitrators conduct an arbitration proceeding, the Dispute shall be decided by a majority vote of the three arbitrators, at least one of whom must have expertise in the subject matter of the Dispute and at least one of whom must be a practicing attorney. The arbitrator(s) shall award to the prevailing party recovery of all costs and fees (including attorneys' fees and costs, arbitration administration fees and costs, and arbitrator(s)' fees). The arbitrator(s), either during the pendency of the arbitration proceeding or as part of the arbitration award, also may grant provisional or ancillary remedies including but not limited to an award of injunctive relief, foreclosure, sequestration, attachment, replevin, garnishment, or the appointment of a receiver.
- (d) Judgement upon an arbitration award may be entered in any court having jurisdiction, subject to the following limitation: the arbitration award is binding upon the parties only if the amount does not exceed Four Million Dollars (\$4,000,000.00); if the award exceeds that limit, either party may demand the right to a court trial. Such a demand must be filed with the Administrator within thirty (30) days following the date of the arbitration award; if such a demand is not made with that time period, the amount of the arbitration award shall be binding. The computation of the total amount of an arbitration award shall include amounts awarded for attorneys' fees and costs, arbitration administration fees and costs, and arbitrator(s)' fees.
- (e) No provision of this arbitration clause, nor the exercise of any rights hereunder, shall limit the right of any party to: (1) judicially or non-judicially foreclose against any real or personal property collateral or other security; (2) exercise self-help remedies, including but not limited to repossession and setoff rights; or (3) obtain from a court having jurisdiction thereover any provisional or ancillary remedies including but not limited to injunctive relief, foreclosure, sequestration, attachment, replevin, garnishment, or the appointment of a receiver. Such rights can be exercised at any time, before or after initiation of an arbitration proceeding, except to the extent such action is contrary to the arbitration award. The exercise of such rights shall not constitute a waiver of the right to submit any Dispute to arbitration, and any claim or controversy related to the exercise of such rights shall be a Dispute to be resolved under the provisions of this arbitration clause. Any party may initiate arbitration with the Administrator. If any party desires to arbitrate a Dispute asserted against such party in a complaint, counterclaim, cross-claim, or third-party complaint thereto, or in an answer or other reply to any such pleading, such party must

make an appropriate motion to the trial court seeking to compel arbitration, which motion must be filed with the court within 45 days of service of the pleading, or amendment thereto, setting forth such Dispute. If arbitration is compelled after commencement of litigation of a Dispute, the party obtaining an order compelling arbitration shall commence arbitration and pay the Administrator's filing fees and costs within 45 days of entry of such order. Failure to do so shall constitute an agreement to proceed with litigation and waiver of the right to arbitrate. In any arbitration commenced by a consumer regarding a consumer Dispute, Lender shall pay one half of the Administrator's filing fee, up to \$250.

(f) Notwithstanding the applicability of any other law to this agreement, the arbitration clause, or Related Agreements between or among the parties, the Federal Arbitration Act, 9 U.S.C. Section 1 et seq., shall apply to the construction and interpretation of this arbitration clause. If any provision of this arbitration clause should be determined to be unenforceable, all other provisions of this arbitration clause shall remain in full force and effect.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Idaho without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Idaho.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of ADA County, State of Idaho.

Joint and Several Liability. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Idaho as to all indebtedness secured by this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means BRENT E. CHAPPELL and MARIE D. CHAPPELL and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means BRENT E. CHAPPELL and MARIE D. CHAPPELL.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum

and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means and includes without limitation all Loans, together with all other obligations, debts and liabilities of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower, or any one or more of them; whether now or hereafter existing, voluntary or involuntary, due or not due, absolute or contingent, liquidated or unliquidated; whether Borrower may be liable individually or jointly with others; whether Borrower may be obligated as a guarantor, surety, or otherwise; whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations; and whether such indebtedness may be or hereafter may become otherwise unenforceable.

Lender. The word "Lender" means ZIONS FIRST NATIONAL BANK, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated January 28, 2008, in the original principal amount of \$310,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

x Brent E. Chappell
BRENT E. CHAPPELL

x Marie D. Chappell
MARIE D. CHAPPELL

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Idaho

COUNTY OF Blaine

On this 28 day of January, in the year 2008, before me Marsha McNeil, a notary public in and for the State of Idaho, personally appeared **BRENT E. CHAPPELL and MARIE D. CHAPPELL**, known or identified to me (or proved to me on the oath of Marsha McNeil), to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Notary Public for Idaho

My commission expires 5/26/2010

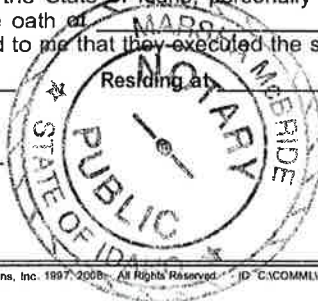


EXHIBIT "A"

PARCEL I:

PART OF LOTS 4 AND 5, SECTION 28, TOWNSHIP 3 SOUTH, RANGE 34 E.B.M., BINGHAM COUNTY, IDAHO, DESCRIBED AS: BEGINNING AT A POINT THAT IS S. 00°00' E., 1320.00 FEET ALONG THE EAST LINE OF SAID SECTION 28 TO THE NE CORNER OF SAID LOT 5 FROM THE NE CORNER OF SECTION 28; AND RUNNING THENCE N. 89°52'44" W., 1322.31 FEET TO THE NE CORNER OF SAID LOT 4; THENCE S. 75°00'05" W., 113.86 FEET; THENCE S. 83°29'26" W., 702.22 FEET; THENCE S. 85°23'21" W., 506.59 FEET TO THE NORTHERLY BANK OF THE BLACKFOOT RIVER; THENCE FOLLOWING SAID BANK THE FOLLOWING THREE (3) COURSES: (1) S. 59°43'32" E., 462.61 FEET; THENCE (2) S. 03°11'22" W., 475.60 FEET; THENCE (3) S. 11°12'55" E., 471.09 FEET TO AN EXISTING FENCE LINE; THENCE ALONG SAID FENCE THE FOLLOWING TEN (10) COURSES: (1) S. 89°16'38" E., 1456.86 FEET; THENCE (2) N. 0°25'00" W., 23.86 FEET; THENCE (3) N. 49°49'28" E., 119.07 FEET; THENCE (4) N. 51°50'09" E., 118.20 FEET; THENCE (5) N. 50°57'33" E., 213.89 FEET; THENCE (6) N. 43°13'33" E., 155.78 FEET; THENCE (7) N. 37°27'48" E., 170.85 FEET; THENCE (8) N. 32°59'56" E., 146.07 FEET; THENCE (9) N. 32°01'59" E., 101.20 FEET; THENCE (10) N. 23°33'02" E., 49.56 FEET TO THE EAST LINE OF SECTION 28; THENCE N. 0°00'00" E., 524.28 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

PARCEL II:

PART OF THE NW¼NE¼ OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 34 E.B.M., BINGHAM COUNTY, IDAHO, DESCRIBED AS: BEGINNING AT THE NE CORNER OF THE NW¼NE¼, SAID POINT BEING N. 89°49'02" W. 1322.31 FEET ALONG THE NORTH LINE OF SECTION 28 FROM THE NE CORNER OF SAID SECTION 28; AND RUNNING THENCE S. 0°00'00" E. 1321.42 FEET ALONG THE EAST LINE OF SAID NW¼NE¼; THENCE S. 75°00'05" W. 113.86 FEET; THENCE S. 83°29'26" W. 702.22 FEET; THENCE S. 85°23'21" W. 506.59 FEET TO THE NORTHERLY BANK OF THE BLACKFOOT RIVER; THENCE N. 59°43'28" W. 29.87 FEET ALONG SAID BANK; THENCE N. 0°37'55" E.

690.46 FEET ALONG A FENCE LINE TO THE SOUTHERLY LINE OF DEED INSTRUMENT NO. 398380; THENCE N. 42°32'25" E. 1041.98 FEET ALONG SAID SOUTHERLY LINE OF DEED INSTRUMENT NO. 398380 TO THE NORTH LINE OF NW¼NE¼ SECTION 28; THENCE S. 89°49'02" E. 626.32 FEET ALONG NORTH LINE TO THE POINT OF BEGINNING.

PARCEL III:

TOWNSHIP 3 SOUTH, RANGE 34 E.B.M., BINGHAM COUNTY, IDAHO SECTION 28: NE¼NE¼, EXCEPT: THE E. 25 FEET OF THE N. 20 FEET FOR A COUNTY ROAD. ALSO EXCEPT: A PORTION OF THE NE¼NE¼ OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 34 E.B.M., BINGHAM COUNTY, IDAHO, DESCRIBED AS: BEGINNING AT THE NE CORNER OF SAID NE¼NE¼; THENCE N. 89°57' W., ALONG THE SECTION LINE 450 FEET; THENCE S. 500 FEET; THENCE S. 89°57' E., 390 FEET; THENCE N. 480 FEET; THENCE E. 60 FEET; THENCE N. 20 FEET TO THE POINT OF BEGINNING. EXCEPT THE E. 25 FEET OF THE N. 20 FEET FOR A COUNTY ROAD. TOGETHER WITH AN EASEMENT FOR EGRESS AND INGRESS DESCRIBED AS: BEGINNING AT NE CORNER OF THE NE¼NE¼; THENCE N. 89°57' W., ALONG THE SECTION LINE 450 FEET; THENCE S. 25 FEET; THENCE S. 89°57' E., 450 FEET TO THE EASTERLY LINE OF SAID SECTION 28; THENCE N. 25 FEET MORE OR LESS TO THE POINT OF BEGINNING.

SCANNED

MAR 07 2009

590390



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A • Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 • Fax: (208) 525-7177 • Web Site: www.idwr.idaho.gov

EASTERN REGION

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

February 5, 2008

ZIONS BANK
PO BOX 945
BLACKFOOT ID 83221

THE "NOTICE OF CHANGE OF SECURITY INTEREST" FOR 27-2120B HAS BEEN RETURNED FOR THE FOLLOWING ITEM(S):

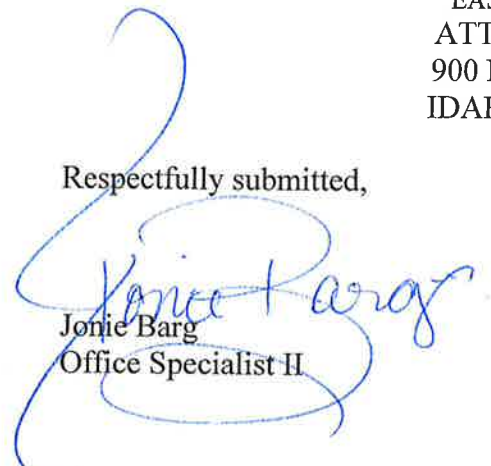
- ☒ DEED OF TRUST, MORTGAGE, CONTRACT OF SALE, OR OTHER LEGAL DOCUMENT indicating your ownership of the property and water rights in question, **
- ☐ LEGAL DESCRIPTION OF PROPERTY
- ☐ PLAT OF PROPERTY OR SURVEY MAP (usually on file with the county)
- ☐ USDA FARM SERVICE AGENCY (formerly ASCS) AERIAL PHOTO with Irrigated acres outlined and point(s) of diversion clearly marked.
- ☐ FILING FEE OF \$25.00 **PER WATER RIGHT NUMBER**

If you have any questions please contact me or Jennifer Crabtree at (208)525-7161.

PLEASE ENCLOSE THE REQUESTED ITEM(S) AND RESUBMIT THE ENTIRE PACKET TO OUR IDAHO FALLS OFFICE AT THE ADDRESS BELOW:

ID DEPT OF WATER RESOURCES
EASTERN DISTRICT OFFICE
ATTN JENNIFER CRABTREE
900 N SKYLINE DR., SUITE A
IDAHO FALLS, ID 83402-1718

Respectfully submitted,


Jonie Barg
Office Specialist II

SCANNED
FEB 11 2008



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A • Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 • Fax: (208) 525-7177 • Web Site: www.idwr.idaho.gov

EASTERN REGION

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February 5, 2008

ZIONS BANK
PO BOX 945
BLACKFOOT ID 83221

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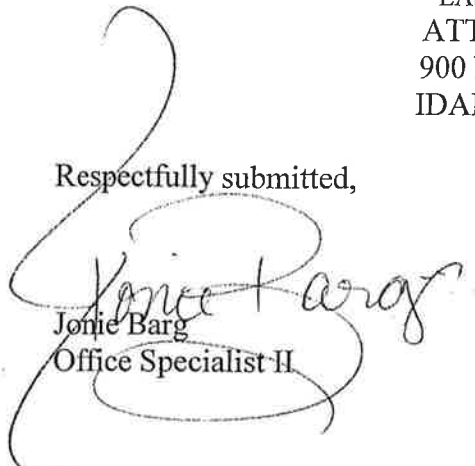
- ☒ DEED OF TRUST, MORTGAGE, CONTRACT OF SALE, OR OTHER
LEGAL DOCUMENT indicating your ownership of the property and water
rights in question, **
- ☐ LEGAL DESCRIPTION OF PROPERTY
- ☐ PLAT OF PROPERTY OR SURVEY MAP (usually on file with the county)
- ☐ USDA FARM SERVICE AGENCY (formerly ASCS) AERIAL PHOTO with
Irrigated acres outlined and point(s) of diversion clearly marked.
- ☐ FILING FEE OF \$25.00 **PER WATER RIGHT NUMBER**

If you have any questions please contact me or Jennifer Crabtree at (208)525-7161.

PLEASE ENCLOSE THE REQUESTED ITEM(S) AND RESUBMIT THE ENTIRE
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ID DEPT OF WATER RESOURCES
EASTERN DISTRICT OFFICE
ATTN JENNIFER CRABTREE
900 N SKYLINE DR., SUITE A
IDAHO FALLS, ID 83402-1718

Respectfully submitted,


Jonie Barg
Office Specialist II

SCANNED
FEB 04 2008

farm

02/10/2005

**NOTICE OF ERROR
REPLY**

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS:

Water right number: 27-2120B

Brent E. Chappell
408 South 900 West
Blackfoot, AID 83221

Marie D. Chappell
408 South 900 West
Blackfoot, AID 83221

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):
2. Describe the changes you wish to make in the proposed recommendation:
3. Give a brief explanation as to why you disagree with these portions:

X I AGREE with this proposed recommendation: no changes need to be made.

DATE:

7-15-05

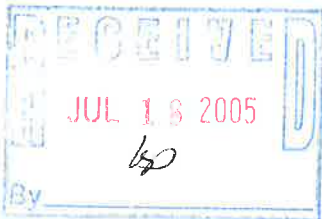
SIGNATURE:

Brent Chappell

Please print your name:

Brent Chappell

IDWR Regional Office, 900 N Skyline Dr. Ste A, Idaho Falls, ID 83402, (208) 525-7161



PROFILED

SCANNED
MAR 09 2006

RECEIVED
JUL 15 2005

Department of Water Resources
Eastern Region

Type	WR #	Owner	Source	TRS	NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SEW	NESW	NWSW	Total
Right	27-2120	EVERT H PRESCOTT, RALPH D PRESCOTT,	GROUND WATER	03S34E28	40	40	40	39							178
Right	27-7299	THOMPSON FARMS PARTNERSHIP,	GROUND WATER	03S34E28							7	9	2	5	23
Right	27-2035	US DEPT OF INTERIOR,	BLACKFOOT RIVER	03S34E28											0
Right	27-10473	JANE CARTER, A LADD CARTER,	GROUND WATER	03S34E28				X							0
Right	1-10263	UNITED STATES OF AMERICA ACTING THROUGH,	SNAKE RIVER	03S34E28											0
Right	27-10222	FRANCES B PRESCOTT,	GROUND WATER	03S34E28											0
Right	27-10473	JANE CARTER, A LADD CARTER,	GROUND WATER	03S34E28				X							0

Type	WR #	Owner	Source	TRS	NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	Total
Claim	1-10058	SMITH-MAXWELL DITCH CO,	SNAKE RIVER	03S34E28			40		39	40	X		5	X	124
Claim	27-7299	THOMPSON FARMS PARTNERSHIP,	GROUND WATER	03S34E28											23
Claim	27-2120B	MARIE D CHAPPELL, BRENT E CHAPPELL,	GROUND WATER	03S34E28	40						7	9	2		40
Claim	27-11903	A LADD CARTER, JANE CARTER,	GROUND WATER	03S34E28			5.5	7.8	6.5						19.8
Claim	27-11904	BRENT E CHAPPELL, MARIE D CHAPPELL,	GROUND WATER	03S34E28			34.5	32.2	32.5						99.2

INTER-DEPARTMENT MEMO

TO: Barbara
 FROM: Cindy

SUBJECT: layout
 DATE: 1/20/05

Barbara I tweaked the shape but couldn't get the Calc-acres to work. I installed (loaded) the script michael sent for Cal. Acres but nothing. So we will need to figure it out so we can determine the number of acres in each 22.

Create a layout and give back to me to determine the diversion rate + volume. Ready for

() For your information

ECVR

CB
signature

☒ Response required

INTER-DEPARTMENT MEMO

TO: Barbara
 FROM: Cindy

SUBJECT: layout
 DATE: 2/3/05

Please remove the acres indicated in your list so we only have acres in the NE of section 28. 132.50 acres

Create a layout and forward to ECVR work

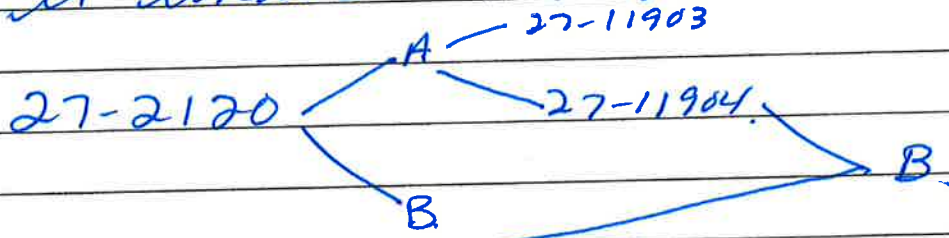
() For your information

CB
signature

() Response required

Notes

1/20/05 Recommending 27-11904 to be disallowed and recommending it under 27-2120B.



27-2120B and 27-11904 is owned by Brent Chappell.

The diversion rate needs to be recalculated once I know how many acres are in the POH. I couldn't get the script for Calc. Acres to work. I called Michael but he is out of the office. I will see him tomorrow at the Supervisors meeting in I.F.

Warranty Deed

478632

BINGHAM COUNTY RECORD
BLACKFOOT, IDAHO

FEE 3.00 DEP 0

1999 MAY 26 AM 9:21

For Value Received A LADD CARTER AND JANE M CARTER, husband and wife, REQUEST OF
RECORDED AT THE FIRST AMERICAN TITLE COMPANY

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto
BRENT E CHAPPELL and MARIE D CHAPPELL, husband and wife
whose address is: 408 SOUTH 900 WEST, BLACKFOOT, ID, 83221

Hereinafter called the Grantee, the following described premises situated in Bingham County, Idaho, to-wit:

PARCEL 1:

Part of Lots 4 and 5, Section 28, Township 3 South, Range 34 E.B.M., Bingham County, Idaho,
described as: Beginning at a point that is S. 00°00' E., 1320.00 feet along the East line of said
Section 28 to the NE corner of said Lot 5 from the NE corner of Section 28; and running thence N.
89°52'44" W., 1322.31 feet to the NE corner of said Lot 4; thence S. 75°00'05" W., 113.86 feet;
thence S. 83°29'26" W., 702.22 feet; thence S. 85°23'21" W., 506.59 feet to the northerly bank of
the Blackfoot River; thence following said bank the following three (3) courses: (1) S. 59°43'32" E.,
462.61 feet; thence (2) S. 03°11'22" W., 475.60 feet; thence (3) S. 11°12'55" E., 471.09 feet to an
existing fence line; thence along said fence the following ten (10) courses; (1) S. 89°16'38" E.,
1456.86 feet; thence (2) N. 0°25'00" W., 23.86 feet; thence (3) N. 49°49'28" E., 119.07 feet; thence
(4) N. 51°50'09" E., 118.20 feet; thence (5) N. 50°57'33" E., 213.89 feet; thence (6) N. 43°13'33"
E., 155.78 feet; thence (7) N. 37°27'48" E., 170.85 feet; thence (8) N. 32°59'56" E., 146.07 feet;
thence (9) N. 32°01'59" E., 101.20 feet; thence (10) N. 23°33'02" E., 49.56 feet to the East line of
Section 28; thence N. 0°00'00" E., 524.28 feet along the section line to the point of beginning.

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances
thereunto belonging or in anywise appertaining, including all water, water rights, ditch and
ditch rights.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to
the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said
Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all
encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations,
restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and
defend the same from all claims whatsoever.

Dated: MAY 25, 1999

A Ladd Carter
A LADD CARTER

Jane M Carter
JANE M CARTER

STATE OF IDAHO)
: ss.
COUNTY OF BINGHAM)

478632

On this 25TH day of MAY, 1999, before me the undersigned, a Notary
Public in and for the said county and state, personally appeared A LADD
CARTER AND JANE M CARTER, who proved to me to be the persons who
executed the foregoing instrument and acknowledged to me that they
executed the same.



[Signature]
Notary Public for Idaho
Residing at: BLACKFOOT, IDAHO
My Commission Expires: 10/21/2003

37901

WARRANTY DEED

462157

FOR VALUE RECEIVED, A. LADD CARTER and JANE M. CARTER, husband and wife, of 438 S. 900 W., Blackfoot, Idaho 83221, the Grantors, do hereby grant, bargain, sell, and convey unto BRENT E. CHAPPELL and MARIE D. CHAPPELL, husband and wife, the Grantees, whose current address is 408 S. 900 W., Blackfoot, Idaho 83221, the following described premises, to-wit:

Part of the NW¼NE¼ of Section 28, Township 3 South, Range 34 E.B.M., Bingham County, Idaho, described as: Beginning at the NE corner of the NW¼NE¼, said point being N. 89°49'02" W. 1322.31 feet along the north line of Section 28 from the NE corner of said Section 28; and running thence S. 0°00'00" E. 1321.42 feet along the east line of said NW¼NE¼; thence S. 75°00'05" W. 113.86 feet; thence S. 83°29'26" W. 702.22 feet; thence S. 85°23'21" W. 506.59 feet to the northerly bank of the Blackfoot River; thence N. 59°43'28" W. 29.87 feet along said bank; thence N. 0°37'55" E. 690.46 feet along a fence line to the southerly line of Deed Instrument No. 398380; thence N. 42°32'25" E. 1041.98 feet along said southerly line of Deed Instrument No. 398380 to the north line of NW¼NE¼ Section 28; thence S. 89°49'02" E. 626.32 feet along north line to the point of beginning.

Together with all and singular, the tenements, hereditaments and appurtenances, ditches and ditch rights and water and water rights thereunto belonging or in anywise appertaining.

Subject to reservations in United States patents and State deeds or other restrictions imposed by law, easements and rights-of-way, zoning and building ordinances, use restrictions of record, and taxes and assessments for the year 1998 and thereafter.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

DATED and signed this 23 day of February, 1998.

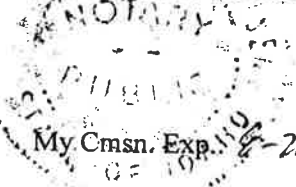
A. Ladd Carter
A. LADD CARTER

Jane M. Carter
JANE M. CARTER

STATE OF IDAHO)
)ss.
County of Bingham)

On this 23 day of February, 1998, before me, the undersigned, a notary public in and for said state, personally appeared A. LADD CARTER and JANE M. CARTER, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my office seal the day and year in this certificate first above written.



[Signature]
NOTARY PUBLIC FOR STATE OF IDAHO
Residing at: Blackfoot

RECORDED AT THE REQUEST OF
98 FEB 25 AM 11:21
FEE 3.00
DEP [Signature]
BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO

FIRST AMERICAN TITLE
BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO

452865

Warranty Deed

FIRST AMERICAN TITLE

BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHOFEE 3.00 DEP *DE*

97 APR 7 PM 4:24

COPY

For Value Received SHELTON BERNARD WINER and EVELYN FAYE WINER, husband and wife
 Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto
 BRENT E. CHAPPELL and MARIE D. CHAPPELL, husband and wife
 whose address is: 406 & 408 S. 900 W., BLACKFOOT, ID, 83221

RECORDED AT THE REQUEST OF

Hereinafter called the Grantee, the following described premises situated in Bingham County, Idaho, to-wit:

TRACT A:

Township 3 South, Range 34 E.B.M., Bingham County, Idaho

Section 28: NE $\frac{1}{4}$ NE $\frac{1}{4}$, EXCEPT: The E. 25 feet of the N. 20 feet for a County road.ALSO EXCEPT: A portion of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 28, Township 3 South, Range 34 E.B.M., Bingham County, Idaho described as:

Beginning at the NE corner of said NE $\frac{1}{4}$ NE $\frac{1}{4}$; thence N. 89°57' W. along the Section line 450 feet; thence S. 500 feet; thence S. 89°57' E. 390 feet; thence N. 480 feet; thence E. 60 feet; thence N. 20 feet to the point of beginning, EXCEPT the E. 25 feet of the N. 20 feet for a County road.

TRACT B:

Township 3 South, Range 34 E.B.M., Bingham County, Idaho

Section 28: A portion of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ described as:

Beginning at the NE corner of said NE $\frac{1}{4}$ NE $\frac{1}{4}$; thence N. 89°57' W. along the Section line 450 feet; thence S. 500 feet; thence S. 89°57' E. 390 feet; thence N. 480 feet; thence E. 60 feet; thence N. 20 feet to the point of beginning, EXCEPT the E. 25 feet of the N. 20 feet for a County road.

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, including all water, water rights, ditch and ditch rights. Together with water right #2702120

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: April 7, 1997

Sheldon Bernard Winer
 SHELTON BERNARD WINER

Evelyn Faye Winer
 EVELYN FAYE WINER

STATE OF IDAHO)

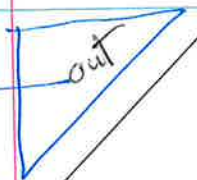
COUNTY OF BINGHAM)

: ss.

On this 7th day of APRIL, 1997, before me the undersigned, a Notary Public in and for the said county and state, personally appeared SHELTON BERNARD WINER AND EVELYN FAYE WINER, known or proved to me to be the persons who executed the foregoing instrument, and acknowledged to me that they executed the same.

Shirley Peterson
 Notary Public for Idaho
 Residing at: BLACKFOOT IDAHO
 My Commission Expires: 4-11-2000

Thompson
Brothers
493 S 1200 W
Pinelee



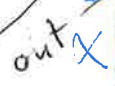
NWNE
deed 462157
Chappell

28
A27-02120B
NENE
Chappell

Chappell
SWNE

Chappell
SENE
Deed 478632

Pivot Swing
Ladd
Carter
some of 4+5



out

out

A27-02120A

34.5

40.0

32.2

32.5

Attachment 1

Notes

8/26/03. The 40 acres in the NE NE of Section 28 doesn't look irrigated. Is the land in CRP?

Diversion rate needs to change to 0.80 cfs.

$$40 \text{ acres} \times 0.02 \text{ cfs/acre} = 0.80 \text{ cfs}$$

Volume $40 \text{ acres} \times 3.5 \text{ A-F/acre} = 140 \text{ A-F.}$

Is this land in CRP?

11-6-2003. field exam. See info below.

1/4/05 Faxed information to Kent Wilson, Mr. Carter is filing a transfer to change the POD for the 5 acres in the NE NE of section 28.

Contacts Data Entry Form

[illegible]

Current Owner _____

Name connector: and ____, or ____, and/or ____

Current Owner See Class.

Current Owner _____

Representing Attorney: _____ Phone Number: _____

Accompanied By: _____ Phone Number: _____

Relationship to Claimant: _____

Date of Field Exam: 11-6-2003 Time: _____

Directions to Property (if different from above) and/or update owner information:

Reviewer: _____

Date: 12/01/03

Contacts Data Entry Form

Priority Date Data Entry Form

Claim Number: A-27-02120B

Water Right Priority Date: _____ Water Right Basis: _____

Claimed Priority Date: _____ Claimed Basis: _____

Recommended Priority Date: _____ Recommended Basis _____

☒ Use Claimed Priority Date and Basis as Recommended Priority Date and Basis

Document the evidence submitted/reviewed for the priority date claimed, include your analysis of the evidence:

License.

Reviewer: U/S

Date: 9/26/01

Priority Date Data Entry Form

Priority DateClaim No. 27-2120B

1. Should this water use have been included in a later court decree of the water rights from this source? Yes ☐ No ☒
If Yes, go to 2
If No, go to 4
2. Was the owner or the owner's predecessor in interest of the place of use joined in the later decree? Yes ☐ No ☐
If Yes, go to 3a
If No, go to 4
- 3a. Is the date the decree was entered after the date a permit is required for the source and the water use? Yes ☐ No ☐
If Yes, consult the attorney assigned to the Basin. Go to 3b
If No, go to 4
- 3b. Do the facts support disallowing the claim, or recommending the claim as an enlargement or an expansion? Yes ☐ No ☐
If Yes, go to 11
If No, go to 4
4. Is the basis of claim a decree or license? Yes ☒ No ☐
If Yes, go to 5
If No, go to 7
5. Does the decree or license have a Priority Date? Yes ☒ No ☐
If Yes, go to 6
If No, Consult the attorney assigned to the Basin, go to 15
6. Did the Claimant claim the decreed or licensed Priority Date? Yes ☒ No ☐
If Yes, recommend the Priority Date claimed. If questions 1. and 2. were both answered yes, consult attorney. Go to 15
If No, Obtain an amended claim if necessary. If questions 1. and 2. were both answered yes, consult attorney. Go to 15
7. Is the basis of claim a Permit or Application? Yes ☐ No ☐
If Yes, go to 10e
If No, go to 8
8. Is the basis of claim a posted notice? Yes ☐ No ☐
If Yes, consult the attorney assigned to the Basin, go to 15
If No, go to 9
9. Is the Priority Date claimed after the date a permit is required for the source and the water use? Yes ☐ No ☐
If Yes, go to 11
If No, go to 12
- 10e. Will the license be issued prior to filing the Director's Report? Yes ☐ No ☐
If Yes, recommend the Priority Date shown on the license, go to 15
If No, recommend the Priority Date shown on the Permit. All other elements should be recommended as shown on the Permit. Add Condition Code A01 to the Recommendation, go to 15
11. Is the claim for an expansion or enlargement under 42-1416B or 42-1426? Yes ☐ No ☐
If Yes, go to 12
If No, disallow with condition P01.
12. Does the claim file contain sufficient evidence of Priority Date? Yes ☐ No ☐
If Yes, recommend the date supported by the evidence submitted, go to 15
If No, Request additional evidence of Priority Date, go to 13
13. Has additional evidence of priority date been submitted? Yes ☐ No ☐
If Yes, recommend the date supported by the evidence submitted, go to 15
If No, recommend a Priority Date based on available evidence if possible. If some of the claimed water uses can be recommended with the Priority Date supported by the evidence, then do so, go to 14
14. Can any portion of the claim be recommended as a valid water right? Yes ☐ No ☐
If Yes, go to 15
If No, disallow with condition P01.
15. Is the basis of claim coded correctly? Yes ☐ No ☐
If Yes, go to 16
If No, Enter the appropriate basis of claim.
16. Is a Priority Date remark and/or condition required? Yes ☐ No ☒
If Yes, Enter the appropriate basis of claim. Priority Date review is complete
If No, Priority Date review is complete.

Priority Date

Point of Diversion and Source Data Entry FormClaim Number: A27-02120B

Water Right Point of Diversion: T____, R____, Sec.____,____,____,____, County:_____

Source:_____ Tributary:_____

Claimed Point of Diversion: T____, R____, Sec.____,____,____,____, County:_____

Source:_____ Tributary:_____

Recommended Point of Diversion: T____, R____, Sec.____,____,____,____, County:_____

Source:_____ Tributary:_____

☒ Use Claimed POD and Source as Recommended POD and Source

Twp	Rge	Sec	Gov Lot	QQQ of QQ of Q	County	Source
_____	_____	_____	_____	_____	_____	_____
GPS Coordinates: _____						
_____	_____	_____	_____	_____	_____	_____
GPS Coordinates: _____						
_____	_____	_____	_____	_____	_____	_____
GPS Coordinates: _____						
_____	_____	_____	_____	_____	_____	_____
GPS Coordinates: _____						
_____	_____	_____	_____	_____	_____	_____
GPS Coordinates: _____						
_____	_____	_____	_____	_____	_____	_____
GPS Coordinates: _____						

Other rights from this POD? 27-2120A

Document how the POD and Source were verified and/or Pump and Motor data:

License

Transfers Changing POD noReviewer: CBDate: 8/26/03**Point of Diversion and Source Data Entry Form**

Point of Diversion

Claim No. 27-2/20B

1. Is the basis of claim a Decree or License?
If Yes, go to 4
If No, go to 2
Yes ☒ No ☐
2. Is the basis of claim a Permit or Application?
If Yes, go to 3
If No, go to 6
Yes ☐ No ☐
3. Has the License been issued?
If Yes, go to 5
If No, recommend the POD as shown on the Permit. Go to 10
Yes ☐ No ☐
4. Does the parent right have a POD?
If Yes, go to 5
If No, go to 6
Yes ☒ No ☐
5. Can the claimed POD be verified using the water right file?
If Yes, recommend the POD as shown in the water right file. Go to 10
If No, go to 6
Yes ☒ No ☐
6. Is there evidence that there has been a change in the POD?
If Yes, go to 7
If No, go to 9
Yes ☐ No ☐
7. Can the change be verified as an accomplished transfer?
If Yes, add condition C03, go to 9
If No, Notify claimant that a transfer is necessary before the claimed POD can be recommended. Go to 8
Yes ☐ No ☐
8. Was a transfer filed?
If Yes, recommend the POD as shown on the approved transfer. Go to 10
If No, go to 9
Yes ☐ No ☐
9. Does the file contain all of the necessary information to verify the POD?
If Yes, recommend the POD as it existed on 11-19-1987. Describe how the POD was verified. Go to 10
If No, collect the necessary information. Conduct field exam if necessary. Recommend the POD as it existed on 11-19-1987. Go to 10
Yes ☐ No ☐
10. Is a POD remark and/or condition required?
If Yes, enter the appropriate remark and/or condition. POD review is complete
If No, POD review is complete.
Yes ☐ No ☒

Point of Diversion

SourceClaim No. 27-2120B

1. Is the basis of claim a Decree or License?
If Yes, go to 4
If No, go to 2
2. Is the basis of claim a Permit or Application?
If Yes, go to 3
If No, go to 6
3. Has the License been issued?
If Yes, go to 5
If No, recommend the Source as shown on the Permit. Go to 11
4. Does the parent right have a Source?
If Yes, go to 5
If No, go to 7
5. Can the claimed Source be verified using the water right file?
If Yes, recommend the Source as shown in the water right file. Go to 11
If No, go to 7
6. Is the basis of claim a Posted Notice?
If Yes, consult the attorney assigned to the basin. Go to 7
If No, go to 7
7. Is there evidence that there has been a change in the Source?
If Yes, go to 8
If No, go to 10
8. Can the change be verified as an accomplished transfer?
If Yes, add condition C02, go to 10
If No, Notify claimant that a transfer is necessary before the claimed Source can be recommended. Go to 9
9. Did the claimant file a transfer?
If Yes, recommend the Source as shown in the transfer. Go to 11
If No, go to 10
10. Does the file contain all of the necessary information to verify the Source?
If Yes, recommend the Source as it existed on 11-19-1987. Go to 11
If No, collect the necessary information. Recommend the Source as it existed on 11-19-1987. Go to 11
11. Is a Source remark and/or condition required?
If Yes, enter the appropriate remark and/or condition. Source review is complete.
If No, Source review is complete.

Yes (☒) No (☐)Yes (☐) No (☐)Yes (☐) No (☐)Yes (☒) No (☐)Yes (☒) No (☐)Yes (☐) No (☐)Yes (☐) No (☐)Yes (☐) No (☐)Yes (☐) No (☐)Yes (☐) No (☐)Yes (☐) No (☒)**Source**

Purpose of Use Data Entry Form

Claim Number: A27-02120B☒ Use Claimed Purpose of Use as Recommended Purpose of Use

Water Right Purpose of Use

Water Use	Number of Homes	Number of Stock	Acre Limit	Number of Other

Claimed Purpose of Use

Water Use	Number of Homes	Number of Stock	Acre Limit	Number of Other

Recommended Purpose of Use

Water Use	Number of Homes	Number of Stock	Acre Limit	Number of Other

Document how the Purpose of Use was verified:

License

Transfers Changing Purpose of Use noReviewer: CBDate: 8/26/03

Purpose of Use Data Entry Form

Purpose of Use

Claim No. 27 - 2120B

1. Is the basis of claim a Decree or License?
If Yes, go to 4
If No, go to 2
Yes ☒ No ☐
2. Is the basis of claim a Permit or Application?
If Yes, go to 3
If No, go to 6
Yes ☐ No ☐
3. Has the License been issued?
If Yes, go to 5
If No, recommend the Purpose(s) of Use as shown on the Permit. Go to 13
Yes ☐ No ☐
4. Does the parent right have a Purpose of Use?
If Yes, go to 5
If No, go to 6
Yes ☒ No ☐
5. Can the claimed Purpose of Use be verified using the water right file?
If Yes, recommend the Purpose(s) of Use that is (are) claimed and shown in the water right file. Go to 13
If No, go to 6
Yes ☒ No ☐
6. Is there evidence that there has been a change in the Purpose of Use?
If Yes, go to 7
If No, go to 11
Yes ☐ No ☐
7. Can the change be verified as an accomplished transfer?
If Yes, add condition C04, go to 11
If No, go to 8
Yes ☐ No ☐
8. Does the change include an enlargement of the Purpose of Use?
If Yes, describe the evidence that supports that there has been an enlargement in the Purpose of Use. Go to 9
If No, Describe the evidence that supports the change occurred after 11-19-1987. Notify claimant that a transfer is necessary before the claimed Purpose(s) of Use can be recommended. Go to 12
Yes ☐ No ☐
9. Was an enlargement claim filed?
If Yes, go to 11
If No, Notify claimant that an enlargement claim is necessary. Go to 10
Yes ☐ No ☐
10. Did the claimant file an enlargement claim?
If Yes, go to 11
If No, recommend only the Purpose(s) of Use that existed on the date established as the priority date of this right. Go to 13
Yes ☐ No ☐
11. Does the file contain all of the necessary information to verify the Water Use?
If Yes, recommend the Purpose(s) of Use in existence on 11-19-1987. Go to 13
If No, collect the necessary information. Conduct field exam if necessary. Recommend the Purpose(s) of Use in existence on 11-19-1987. Go to 13
Yes ☐ No ☐
12. Did the claimant file a transfer?
If Yes, recommend the Purpose(s) of Use shown on the approved transfer. Go to 13
If No, recommend only the Purpose(s) of Use in existence on 11-19-1987. Go to 13
Yes ☐ No ☐
13. Is a Purpose of Use remark and/or condition required?
If Yes, enter the appropriate remark and/or condition. Purpose of Use review is complete.
If No, purpose of Use review is complete.
Yes ☐ No ☒

Purpose of Use

Place Of Use Data Entry Form

Claim Number: A27-02120B☒ Use Claimed POU as Recommended POU

Claimed Place of Use

Twp	Rge	Sec	QQ	Q	County	Lot Num	Acres	Purpose of Use

Total Acres _____

Recommended Place of Use

Twp	Rge	Sec	QQ	Q	County	Lot Num	Acres	Purpose of Use
3S	34E	28	NENE		Bingham		36.1	Irrigation
			NWNE				34.7	Irrigation
			SWNE				28.9	Irrigation.
			SENE		Bingham		32.8	Irrigation.

Total Acres 132.50

Document how the POU was verified:

license

27-2120A was split into 27-11903 & 11904,
 & I'm putting 27-11904 back with 27-2120B.

Transfers Changing POU _____

Reviewer: CBDate: 8/26/03

Place Of Use Data Entry Form

Place of Use

Claim No. 27 - 21208

1. Is the basis of claim a Decree or License?

Yes (X) No ()

If Yes, go to 2a

If No, go to 2b

2a. Is a POU required?

Yes (X) No ()

If Yes, go to 5

If No, go to 14

2b. Is a POU required?

Yes () No ()

If Yes, go to 3

If No, go to 14

3. Is the basis of claim a Permit or Application?

Yes () No ()

If Yes, go to 4

If No, go to 7

4. Has the License been issued?

Yes () No ()

If Yes, go to 6

If No, recommend the POU as shown on the Permit. Go to 14

5. Does the parent right have a POU?

Yes (X) No ()

If Yes, go to 6

If No, go to 7

6. Can the claimed POU be verified using the water right file?

Yes (X) No ()

If Yes, recommend the POU as shown in the water right file. Go to 14

If No, go to 7

7. Is there evidence that there has been a change in the POU?

Yes () No ()

If Yes, go to 8

If No, go to 13

8. Can the change be verified as an accomplished transfer?

Yes () No ()

If Yes, add condition C05, go to 13

If No, go to 9

9. Does the change include an enlargement of the POU?

Yes () No ()

If Yes, describe the evidence that supports that there has been an enlargement in the POU. Go to 10

If No, describe the evidence that supports the change occurred after 11-19-1987. Notify claimant that a transfer is necessary before the claimed POU can be recommended. Go to 12

10. Was an enlargement claim filed?

Yes () No ()

If Yes, go to 13

If No, notify claimant that an enlargement claim is necessary. Go to 11

11. Did the claimant file an enlargement claim?

Yes () No ()

If Yes, go to 13

If No, recommend the POU as it existed on of 11-19-1987. The size of the POU is limited to the size that existed on the date established as the priority date of this right. Go to 13

12. Was a transfer filed?

Yes () No ()

If Yes, recommend the POU as shown on the approved transfer. Go to 14

If No, recommend the POU as it existed on of 11-19-1987. The size of the POU is limited to the size that existed on the date established as the priority date of this right. Go to 13

13. Does the file contain all of the necessary information to verify the POU?

Yes () No ()

If Yes, go to 14

If No, collect the necessary information. Conduct field exam if necessary. Go to 14

14. Is a POU remark and/or condition required?

Yes () No (X)

If Yes, enter the appropriate remark and/or condition. POU review is complete.

If No, POU review is complete.

Place of Use

Period of Use and Quantity Data Entry Form

Claim Number: A27-02120B

☐ Use Claimed Period of Use and Quantity as Recommended Period of Use and Quantity

Water Right Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume

Overall Diversion Rate _____ Overall Diversion Volume _____

Claimed Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume

Overall Diversion Rate _____ Overall Diversion Volume _____

Recommended Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume
Irrigation	4/1	10/31	2.65 ~~0.80~~	~~140~~

Overall Diversion Rate 2.65
~~0.80~~ Overall Diversion Volume 464
~~140~~

Document how the Period of Use and/or Diversion Rate were verified:

License; Administrative SOU 4/1 - 10/31
Volume Calc. $132.5 \times 40 \text{ acres} \times 3.5 \text{ AF} = 464 \text{ AF}$
AZ

1/20/05 More acres because I combined 27-11964
and 27-2120B. I need to recalculate
now I know the number of acres under this right. CB

Reviewer: CB

Date: 8/24/03

1. Is the basis of claim a Decree or License? Yes ☒ No ☐
If Yes, go to 4
If No, go to 2
2. Is the basis of claim a Permit or Application? Yes ☐ No ☐
If Yes, go to 3
If No, go to 6
3. Has the License been issued? Yes ☐ No ☐
If Yes, go to 5
If No, recommend the Period of Use as shown on the Permit. Go to 18
4. Does the parent right have a Period of Use? Yes ☐ No ☒
If Yes, go to 5
If No, go to 6
5. Can the claimed Period of Use be verified using the water right file? Yes ☐ No ☐
If Yes, go to 14
If No, go to 6
6. Is there evidence that there has been a change in the Period of Use? Yes ☐ No ☒
If Yes, go to 7
If No, go to 12
7. Does the change include an enlargement in the Period of Use? Yes ☐ No ☐
If Yes, go to 9
If No, go to 8
8. Can the change be recommended as an accomplished transfer? Yes ☐ No ☐
If Yes, add Condition C10. Describe the evidence that supports the change occurred after 11-19-1987. Go to 12
If No, notify claimant that a transfer is necessary. Go to 11
9. Was an enlargement claim filed? Yes ☐ No ☐
If Yes, go to 12
If No, notify claimant that an enlargement claim is necessary. Go to 10
10. Did the claimant file an enlargement claim? Yes ☐ No ☐
If Yes, go to 12
If No, recommend the Period of Use as it existed on 11-19-1987, subject to completing the review. Go to 12
11. Was a transfer filed? Yes ☐ No ☐
If Yes, go to 14
If No, recommend the Period of Use as it existed on 11-19-1987, subject to completing the review. Go to 12
12. Does the file contain all of the necessary information to verify the Period of Use? Yes ☒ No ☐
If Yes, go to 13
If No, collect the necessary information. Conduct field exam if necessary. Go to 13
13. Is the basis of claim a decree, license or a transferred beneficial use right that has had the Period of Use administratively determined? Yes ☐ No ☒
If Yes, go to 14
If No, go to 15
14. Is irrigation claimed as a purpose of use? Yes ☐ No ☐
If Yes, go to 16
If No, recommend the Period of Use of the parent right. Go to 18
15. Is irrigation claimed as a purpose of use? Yes ☒ No ☐
If Yes, recommend the "standard" Period of Use for the location of the POU. Go to 18
If No, the Period of Use is usually recommended as claimed. Go to 18
16. Is the Period of Use on the decree, license or transfer shorter on either the start date or end date than allowable under current IDWR standards? Yes ☐ No ☐
If Yes, go to 17
If No, recommend the Period of Use of the parent right. Go to 18
17. Was the Period of Use shortened by a Transfer to a "standard" Period of Use that is shorter than the current standard Period of Use? Yes ☐ No ☐
If Yes, recommend the current standard Period of Use if the Period of Use of the parent right prior to the transfer was not established, equal to, or longer than the current standard. If the Period of Use of the parent right prior to the transfer was shorter than the current standard, recommend the Period of Use of the parent right and add the appropriate shoulder remark. Consult attorney assigned to the Basin if the Period of Use was an element transferred. Go to 18
If No, recommend the Period of Use of the parent right. Add appropriate shoulder remark. Go to 18
18. Is a Period of Use remark and/or condition required? Yes ☐ No ☒
If Yes, enter the appropriate remark and/or condition. Period of Use review is complete.

Period of Use

Quantity

Claim No. 27 - 21208

1. Is the basis of claim a Decree or License?

Yes (☒) No (☐)

If Yes, go to 4

If No, go to 2

2. Is the basis of claim a Permit or Application?

Yes (☐) No (☐)

If Yes, go to 3

If No, go to 6

3. Has the License been issued?

Yes (☐) No (☐)

If Yes, go to 5

If No, recommend the Quantity shown on the Permit. Go to 11

4. Does the parent right have a diversion rate and/or volume?

Yes (☒) No (☐)

If Yes, go to 5

If No, go to 7

5. Can the claimed diversion rate and/or volume be verified using the water right file?

Yes (☐) No (☒)

If Yes, go to 8

If No, go to 7

6. Is the basis of claim a posted notice?

Yes (☐) No (☐)

If Yes, consult the attorney assigned to the Basin. Go to 7

If No, go to 7

7. Is a flow measurement required?

Yes (☐) No (☒)

If Yes, attach all related measurement documents. Describe the flow measurement that was made. Go to 9

If No, describe why a flow measurement is not required. Go to 9

*Outside
CGWMA.*

Measured under 27-21208

8. Does the parent right have an annual diversion volume limit?

Yes (☐) No (☐)

If Yes, go to 10

If No, go to 9

9. Is the source Ground Water and does the purpose of use require a diversion volume limit?

Yes (☒) No (☐)

If Yes, go to 10

If No, go to 11

10. Is irrigation a purpose of use?

Yes (☒) No (☐)

If Yes, view the map of field irrigation requirements. Show the calculation of the annual diversion volume or describe how the annual diversion volume was determined. Go to 12

If No, recommend an annual diversion volume. Show the calculation of the annual diversion volume or describe how the annual diversion volume was determined. Go to 12

11. Has a diversion volume limit for this water use been established by a decree, license or transfer?

Yes (☐) No (☐)

If Yes, recommend an annual diversion volume. Show the calculation of the annual diversion volume or describe how the annual diversion volume was determined. Go to 12

If No, go to 12

12. Is a Quantity remark and/or condition required?

Yes (☐) No (☒)

If Yes, enter the appropriate remark and/or condition. Quantity review is complete.

If No, quantity review is complete.

Quantity

Summary

Claim No. 27-20208

1. Is the basis of claim a Decree, License, Permit, Application or Posted Notice?

If Yes, go to 2
If No, go to 3

Yes (☒) No (☐)

2. Does any evidence indicate a five year period of continuous nonuse occurred that could result in recommending forfeiture or partial forfeiture?

If Yes, consult the attorney assigned to the Basin. Document the period of time the right or portion of the right was not used. Go to 4
If No, status will be set as Active. Go to 5

Yes (☐) No (☒)

3. Is the water being used for all of the purposes claimed and to the extent claimed?

If Yes, status will be set as Active. Go to 5
If No, consult the attorney assigned to the Basin. Recommend only the uses found and limit the elements of those uses to the extent of the beneficial use found. Go to 4

Yes (☐) No (☐)

4. Is any portion of the claim being recommended?

If Yes, status will be set as Active. Go to 5
If No, claim will be disallowed. Enter the appropriate condition code. Status will be set as Disallowed. Go to 5

Yes (☐) No (☐)

5. Is an additional remark and/or condition required?

If Yes, enter the appropriate remark and/or condition. Go to 6
If No, go to 6

Yes (☒) No (☐)

6. Would you like to view the recommended right?

If Yes, go to 7
If No, the review is incomplete. The recommendation must be viewed to complete the review.

Yes (☒) No (☐)

7. Is this a "split" or "combined" right?

If Yes, go to the Update Pedigree Process in Workflow when the review is complete. Do any necessary data entry. Go to 8
If No, go to 8

Yes (☒) No (☐)

8. Do you have documents you would like to attach or link to the file?

If Yes, go to PowerDOCS and profile the documents. Go to 9
If No, go to 9

Yes (☐) No (☒)

9. Would you like to set the verification date?

If Yes, the review is complete.
If No, the review is incomplete. The recommendation must be verified to complete the review.

Yes (☒) No (☐)

Summary

Summary Data Entry Form

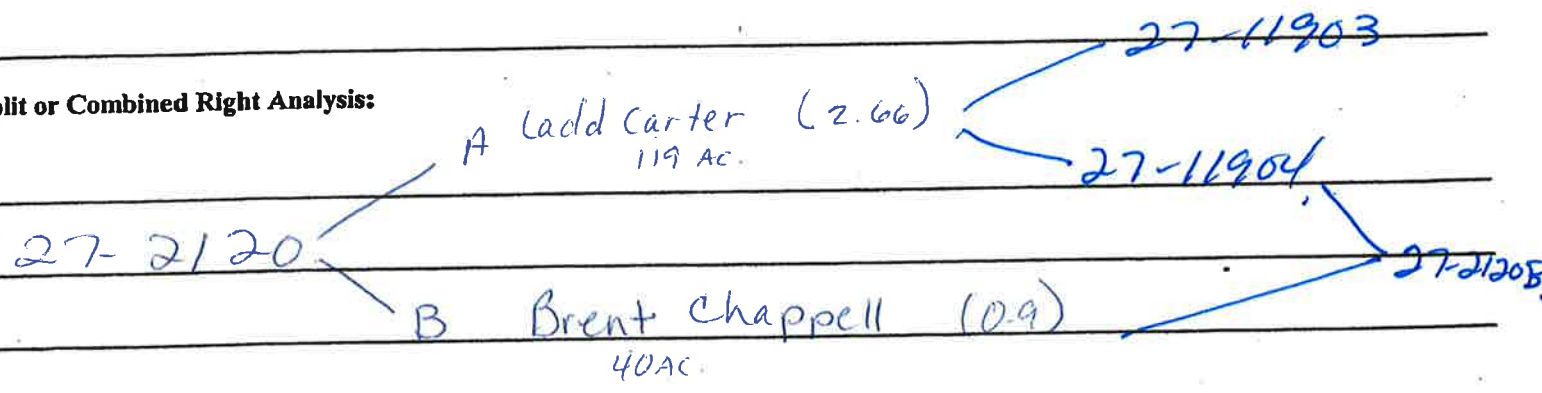
Remarks and Conditions (Include Type, Category and Code if applicable):

C18

- F05 Exp. Remark 27-¹¹⁹⁰³~~2120B~~ is also diverted thru the same P.O.

~~F05~~ F15 Exp. Remark 27-2120B and 27-11904

Split or Combined Right Analysis:



Attached Field Notes or Other Documents:

yes.

Claim No.:

Reviewer

CB

Date

8/26/03

27-2120B

15 West Center Street
Soda Springs, Idaho 83276
(208) 547-3993
(208) 547-3939 fax

Idaho Department of Water Resources

Fax

To:	Keith Wilson	From:	Cindy Bird
Fax:	525-7177	Pages:	8
Phone:	525-7161	Date:	4/4/05
Re:	Ladd Carter	CC:	

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

• Comments:

27-11903, 11904 & 2120B.

Notes

Claims A27-02120B, A27-11904 + A27-11903

1/ Exam done 11-6-2003 with Ladd Carter

2/ All the ground shown in SPatial Dynamics map outline is owned now by Brent Chappell.

This incorporates all 3 claims above.

It is my opinion that the three claims should be consolidated into one claim as A27-02120B or A27-02120.

Ladd Carter stated that Thompson Brothers do own the NW corner of the NENE Sec 28 T3S R34E.

3/ The area not farmed on the original license is the 19 acres in the N¹/₂ SE¹/₄ Sec. 28.

4/ Bingham County Assessor confirms that Chappell owns all of NENE Sec 28 T3S R34E.

5/ Whatever total acres in shape should then receive 0.02cfs/acre. Attachment #1 implies 139.2 acres. (2.784cfs)

6/ GPS data 0624072 File # 2120B
0227587 Tag # A0012488

7/ Wells + pump to 75hp motor + sprinklers (Pivot on site)

8/ Photos - 2 total

9/ Land - "out" - on N¹/₂ SE¹/₄ on S. edge of Pivot owned by Frank Prescott (statement by Mrs. Carter).

A27-02120B

GPS
tag



Pumpkins - 75 Hp



A27-02120 B

Attachment #1

Thompson Bog

5.5

28

34.5

NWNE
chappell

chappell
NENE

40.0

27-2020B

7.8

chappell

32.2

chappell
SENE

32.5

6.5
center

←
Hompson
Brothers
493 S 1200 W
Pineapple

NWNE
deed 462157
Chappell

A27-02120B

28
NENE
Chappell

Chappell
SWNE

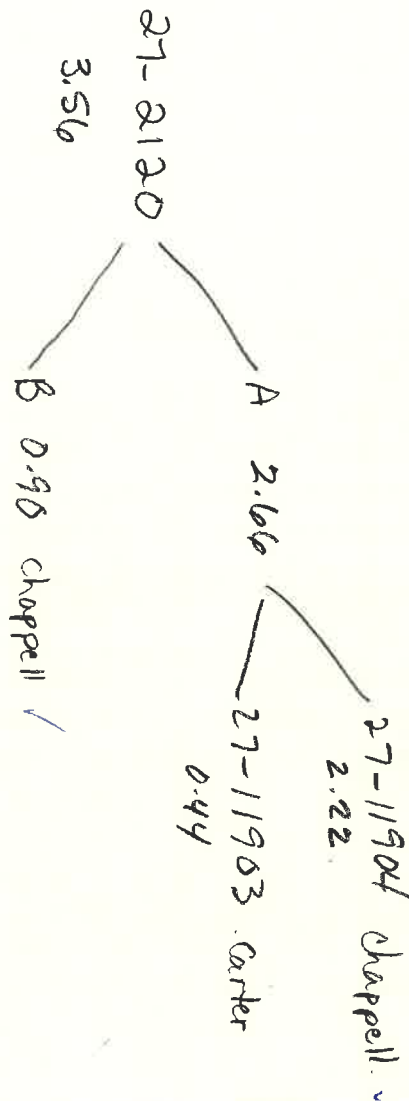
Chappell
SENE

Deed
478632

→ Ladd
Carter
some of 4+5

X
K. Pieslot

A27-02120A



INTER-DEPARTMENT MEMO

TO: Skip

FROM: Cindy

SUBJECT: 27-2120B .. Pol / Diversification rate

DATE: 9/29/03

This was licensed at 0.02 per acre, but filed at a higher rate?

Is this land in CRP?

* 27-2120 is all back under our ownership - Chappell

State of Idaho License and Certificate of Water Right

Water License No. G-29136
Water District No. Blackfoot

Amount 3.56 c.f.s.
Priority Nov. 14, 1960

THIS IS TO CERTIFY that EVERT H. & RALPH D. FRESCOTT of Blackfoot, Idaho, made application for a permit to appropriate the public waters of the State of Idaho, dated November 14, 1960; that Permit No. G-29136 was issued under said application; that Certificate of Completion of works, with a carrying capacity of 3.56 second feet, was issued thereunder on August 11, 1963, showing that said works were completed on the 25th day of June, 1963; and that on the 25th day of June, 1963.

EVERT H. & RALPH D. FRESCOTT of Blackfoot, State of Idaho, made proof to the satisfaction of the State Reclamation Engineer of Idaho, of the right to use the waters of a well, a tributary of subterranean flow, for the purpose of irrigation & stock water, under Use Permit No. G-29136 of the Department of Reclamation and that said right to the use of said waters has been perfected in accordance with the laws of Idaho, and is hereby confirmed by the State Reclamation Engineer of Idaho and entered of record in Volume 12 of Licenses at page 7659, on the 11 day of August, 1963. The right hereby confirmed dates from November 14, 1960.

The Point of Diversion is located in the NE 1/4 NE 1/4, Sec. 28, Tp. 3 S. R. 14 E., B. M. Bingham County. That the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually needed and beneficially used for said purposes, and shall not exceed 3.56 cubic feet per second.

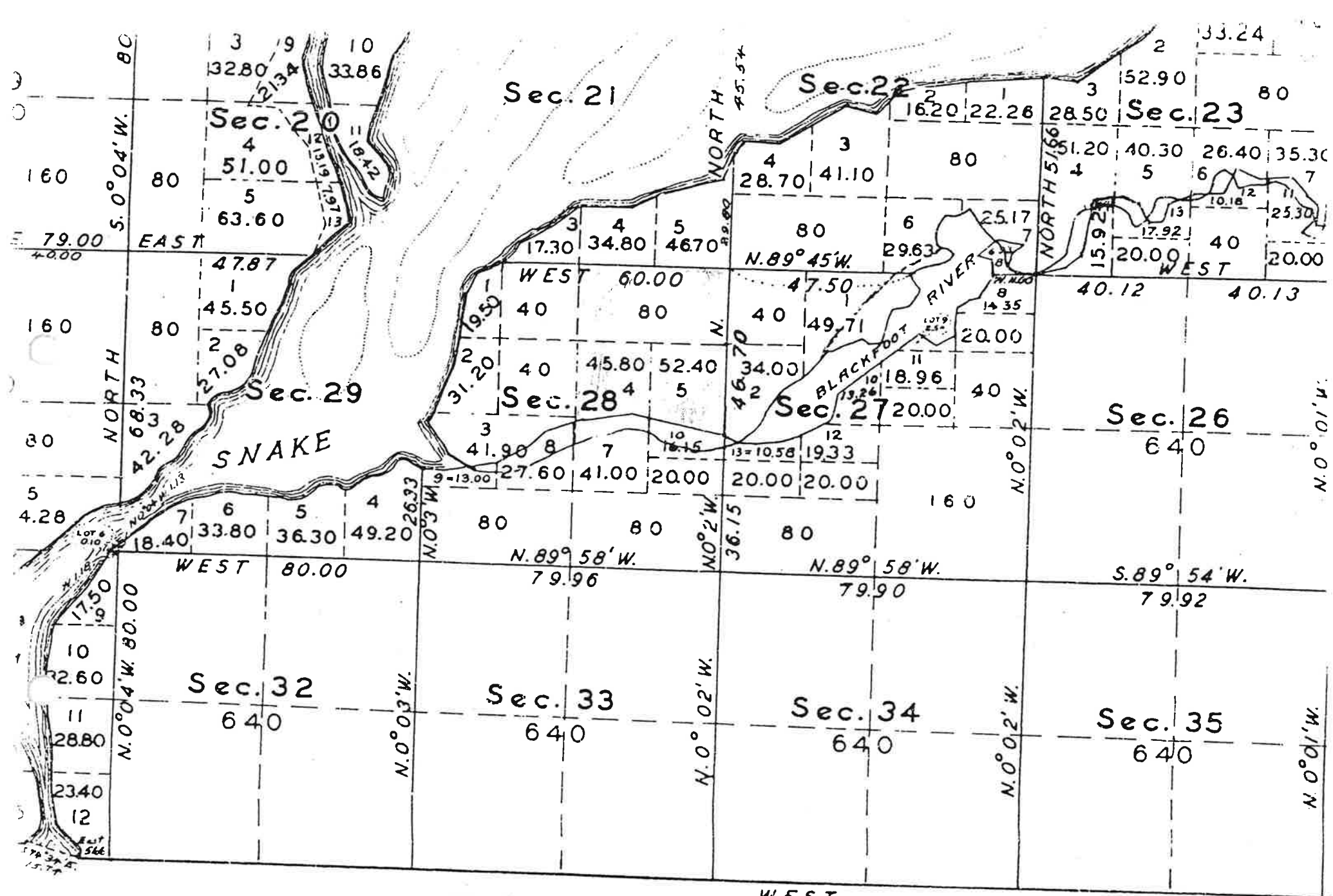
Description and location of use:

Twp.	Range	Sec.	Forty-acre Tract	No. Acres Described in Permit	No. Acres Actually Irrigated
3 S.	34 E	28	NE 1/4 NE 1/4	40	40
			NW 1/4 NE 1/4	40	40
			SW 1/4 NE 1/4	40	40
			SE 1/4 NE 1/4	40	39
			NE 1/4 SE 1/4	10	10
			NW 1/4 SE 1/4	8	9
Total number of acres to be irrigated:				178	

The right to the use of the water aforesaid hereby confirmed is restricted to the lands or place of use herein described, as provided by the laws of Idaho.

WITNESS the seal and signature of the State Reclamation Engineer, affixed at Boise, Idaho, this 11th day of August, 1963.

(SEAL) RALPH W. THOMAS
Deputy State Reclamation Engineer.



T 3S
R 34E

WEST
COMPILED FROM THE OFFICIAL RECORDS OF THE

JUL 16 2001

Log for claim 27-02120B

Spatial Dynamics LTD

12/22/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
03s34e	28	NENE	40	35	
Totals:			40	35	

AJ5809NP
No. A27-02120B

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 09/29/00
PAGE: 63

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	BRENT E CHAPPELL	11/14/1960	IRRIGATION	04-01 11-01	0.900 CFS	
C	MARIE D CHAPPELL					
	408 S 900 W					
	BLACKFOOT ID 83221			TOTAL DIVERSION:	0.900 CFS	
				CONSUMPTIVE USE:		120.00 AFA

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion: T03S R34E S28

NENENE

BINGHAM County

Place of use Legal Description for: IRRIGATION

NE				NW				SW				SE								
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	SUM	
03S	34E	28	:	40														:	40.0	
																			TOTAL ACRES	40.0

POU County: BINGHAM

Other Rights: SMITH-MAXWELL DITCH COMPANY SHARES

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):
A27-02120A

Other Water Rights Listing Overlapping Place(s) of Use:
A27-02120

Remarks: GEN 19 ACRES IN THE SE1/4 SEC. 28 NO LONGER IRRIGATED FROM A
GROUNDWATER SOURCE AND HAS NOT BEEN INCLUDED UNDER THIS NOTICE.
*CHANGE IN OWNERSHIP SPLIT 4/14/97 GJT.

Dates: Exam Made Date: Verified Date: Objection Filed Date:

Misc: Water District Number: Field Inspection Flag:
Presumption Flag:

Audit: 04/14/97 GTAYLOR



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Idaho Falls, Idaho 83402-1718 - (208) 525-7161 - Fax (208) 525-7177

EASTERN REGION

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

APRIL 15, 1997

BRENT E CHAPPELL
408 S 900 W
BLACKFOOT ID 83221

RE: CHANGE IN OWNERSHIP FOR A27-02120

Dear Mr. Chappell:

The request for Change in Ownership for a portion of the above referenced Notice(s) of Claim has been processed with new Notice(s) being generated to reflect you as one of the claimants.

Since the Change in Ownership involved just a portion of the Notice(s) of Claim, the right was split as follows:

A27-02120A, Carter, 2.66 cfs; 119 acres
A27-02120B, Chappell, 0.90 cfs; 40 acres

Enclosed for your records is a typed Notice(s) reflecting your portion of the right. Review the Notice(s) and if there are other corrections or questions, feel free to contact this office.

Respectfully submitted,

Jo Thompson
Adjudications Secretary

Enclosure:

CC: Ladd Carter/copy claim/letter

VE. LOG 8B GT
4-14-97

Department of Water Resources
Division of Water Resources
APR 14 1997

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

RECEIVED

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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).: 2702120
 Adjudication Claim No(s).: A 2702120 B 4114/97
A CARTER
CHAPPELL
 2. The following REQUIRED information must be submitted with this form:
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
 - AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
 - OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
 3. Name and Address of Former Owner/Claimant Ladd Carter
438 S. 900 W. Blye Id 83221
 4. New Owner/Claimant(s) Brent E Chappell and Marie D. Chappell
 Name Connector (Check one): ☒ and, ☐ or, ☐ and/or
 New Mailing Address 408 So. 900 W. Blackfoot Id 83221
 City, State and ZIP Code _____
 New Telephone Number () _____
 5. Date you acquired the property 4-7-97
 6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
 Number of acres you irrigate 40 Number and type of stock _____
 Diversion rate in CFS _____ Number of homes 2 Other uses _____
- If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner or Claimant(s) Marie D. Chappell
- (Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims..

452865

Warranty Deed

FIRST AMERICAN TITLE

BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHOFEE 3.00 DEP *DE*

COPY

For Value Received SHELTON BERNARD WINER and EVELYN FAYE WINER, husband and wife

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto
BRENT E. CHAPPELL and MARIE D. CHAPPELL, husband and wife
whose address is: 406 & 408 S. 900 W., BLACKFOOT, ID, 83221

RECORDED AT THE REQUEST OF

Hereinafter called the Grantee, the following described premises situated in Bingham County, Idaho, to-wit:

TRACT A:

Township 3 South, Range 34 E.B.M., Bingham County, Idaho

Section 28: NE $\frac{1}{4}$ NE $\frac{1}{4}$, EXCEPT: The E. 25 feet of the N. 20 feet for a County road.ALSO EXCEPT: A portion of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 28, Township 3
South, Range 34 E.B.M., Bingham County, Idaho described as:Beginning at the NE corner of said NE $\frac{1}{4}$ NE $\frac{1}{4}$; thence N. 89°57' W. along the
Section line 450 feet; thence S. 500 feet; thence S. 89°57' E. 390 feet; thence
N. 480 feet; thence E. 60 feet; thence N. 20 feet to the point of beginning,
EXCEPT the E. 25 feet of the N. 20 feet for a County road.TRACT B:

Township 3 South, Range 34 E.B.M., Bingham County, Idaho

Section 28: A portion of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ described as:Beginning at the NE corner of said NE $\frac{1}{4}$ NE $\frac{1}{4}$; thence N. 89°57' W. along the
Section line 450 feet; thence S. 500 feet; thence S. 89°57' E. 390 feet; thence
N. 480 feet; thence E. 60 feet; thence N. 20 feet to the point of beginning,
EXCEPT the E. 25 feet of the N. 20 feet for a County road.TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances
thereunto belonging or in anywise appertaining, including all water, water rights, ditch and
ditch rights. Together with water right #2702120TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to
the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said
Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all
encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations,
restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and
defend the same from all claims whatsoever.

Dated: April 7, 1997

Sheldon Bernard Winer
SHELDON BERNARD WINER*Evelyn Faye Winer*
EVELYN FAYE WINER

STATE OF IDAHO)

COUNTY OF BINGHAM)

: ss.

On this 7th day of APRIL, 1997, before me the undersigned, a Notary
Public in and for the said county and state, personally appeared SHELTON
BERNARD WINER AND EVELYN FAYE WINER, known or proved to me to be the
persons who executed the foregoing instrument, and acknowledged to me that
they executed the same.*Sheldon Peterson*
Notary Public for Idaho
Residing at: BLACKFOOT IDAHO
My Commission Expires: 4-11-2000

Warranty Deed

322657

THIS INDENTURE, Made this 1st day of September in the year of our Lord One Thousand Nine Hundred and Seventy-One, between RALPH D. PRESCOTT and GLADYS ELAINE PRESCOTT, husband and wife, of Scottsdale, County of Maricopa, State of Arizona the parties of the first part, and SHELDON BERNARD WINER and EVELYN FAYE WINER, husband and wife, of Route 3, Box 167, of Blackfoot, County of Bingham, State of Idaho the parties of the second part:

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of ONE AND NO/100- - - - - DOLLARS, lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged

, do by these presents, Grant, Bargain, Sell and Convey and Confirm unto said parties of the second part, and to their heirs and assigns forever: All that certain lot piece or parcel of land situate, lying and being in the County of Bingham State of Idaho, bounded and more particularly described as follows, to-wit:

Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 28, Township 3 South, Range 34 East Boise Meridian, Bingham County, Idaho.

By execution and delivery hereof, first parties hereby grant, bargain and sell all of their right, title and interest in and to Application No. G 37130 and License No. G 21936 of the State of Idaho to the second parties.

The within conveyance is made subject to the terms and conditions of that certain Agreement as to Joint Use of Irrigation Well dated September 20, 1961, recorded September 21st, 1961, under Bingham County Idaho Recorder's Instrument No. 84450 or 84450-1, the terms and conditions of the same constituting covenants running with the above-described real property.

The above conveyance is made free and clear of all other encumbrances except: rights of way and easements, reservations in Federal patents and State deeds, or other restrictions imposed by law, building and use restrictions of record, building and zoning regulations and ordinances of any governmental unit.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the said parties of the second part, and to their heirs and assigns forever. And the said parties of the first part, and their heirs the said premises in the quiet and peaceable possession of the said parties of the second part their heirs and assigns against the said parties of the first part, and their heirs and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents fore or defend.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand s and seal s the day and year first above written.
Signed, Sealed and Delivered in the Presence of

x Ralph D. Prescott [Seal]
Ralph D. Prescott
x Gladys Elaine Prescott [Seal]
Gladys Elaine Prescott

STATE OF ~~MISSISSIPPI~~ ALABAMA
 COUNTY OF ~~MISSISSIPPI~~ MARICOPA

September

the undersigned
RAIPH D PRESCOTT and GLADYS ELAINE PRESCOTT, husband and

be the person 8 whose names are subscribed to the aforesaid instrument, and recommended and accompanied by the

IN WITNESS WHEREOF

Residence and P. O. Address.

My comm. expires: My Commission Expires Nov. 9, 1974

CLIXFOOT 15400
SEP 25
18 FEB 1964

25 JAN 1963

322657

FIRST AMERICAN TITLE COMPANY

WARRANTY DEED

Dated

STATE OF IDAHO,

County of _____

I hereby certify that this instrument was filed for record at the request of —

minutes past
o'clock M., this day
A. D. 19
in my office and duly recorded in Book

of Deeds at page _____

Ex-Officio Recorder.

By _____ Deputy.

Fee, \$_____

GEO. PRINZ & SONS, INC., POCAHELLO, IDAHO

161104

NOTICE OF SALE

NOTICE IS HEREBY GIVEN that RALPH D. PRESCOTT and GLADYS ELAINE PRESCOTT, husband and wife, have sold under Contract For Deed the following described real property to SHELDON BERNARD WINER and EVELYN FAYE WINER, husband and wife, to-wit:

Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 28, Township 3 South, Range 34 East Boise Meridian, Bingham County, Idaho.

Together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

That said Contract For Deed is dated the 1st day of September, 1971.

THIS NOTICE is dated the 1st day of September, 1971.

Ralph D. Prescott
Ralph D. Prescott

Gladys Elaine Prescott
Gladys Elaine Prescott

X STATE OF *Arizona*)
County of *Maricopa*) ss.

On this 9th day of September, 1971, before me, the undersigned Notary Public in and for said State, personally appeared RALPH D. PRESCOTT and GLADYS ELAINE PRESCOTT, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Sheldon B. Winer
Notary Public for *Arizona*
Residing at

My com exprs: My Commission Expires Nov. 9, 1974

Coak R.E. Co
295 W. Bldg.

OFFICIAL
FEE/CO. *100*
RECORDED *100*

#84450

AGREEMENT AS TO JOINT USE OF IRRIGATION WELL

THIS AGREEMENT, made this 20th day of September, 1961, between RALPH D. PRESCOTT and ELAINE PRESCOTT, husband and wife, of Blackfoot, Bingham County, Idaho, parties of the first part, and EVERT H. PRESCOTT and FRANCES L. PRESCOTT, husband and wife, of Blackfoot, Bingham County, Idaho, parties of the second part, witnesseth:

WHEREAS the said parties of the first part are the owners of the following described property in the County of Bingham, State of Idaho, to-wit:

The Northeast Quarter of the Northeast Quarter of Section 28 in Township 3 South of Range 34 East of the Boise Meridian.

and whereas said parties of the second part are the owners of the following described property in the said County of Bingham, State of Idaho, to-wit:

Lot 4 and Lot 5 and the Northwest Quarter of the Northeast Quarter of Section 28 in Township 3 South of Range 34 East of the Boise Meridian.

which last named property adjoins the above described property of the parties of the first part on the West and South; and

WHEREAS said parties hereto have drilled a well in the Northeast corner of the Northeast Quarter of the Northeast Quarter of Section 28 in Township 3 South of Range 34 East of the Boise Meridian for the pumping of irrigation water on their properties above described, and said parties deem it to their mutual advantage that said well shall be for their joint use and benefit;

NOW, THEREFORE, in consideration of the premises, IT IS HEREBY COVENANTED AND AGREED by the parties hereto for themselves, and their respective heirs, executors, administrators and assigns, as follows:

That said parties of the first part shall and hereby agree that the well be located and drilled for irrigation water in the Northeast corner of their property, same being drilled under Application No. G 37130 and Idaho Reclamation Permit No. G 21936 for pumping 178 inches of water for irrigation purposes; that one-fourth of the cost of drilling said well and installing necessary pump and equipment for irrigation purposes shall be borne by parties of the first part, and three-fourths of said costs shall be borne by parties of the second part; that the expenses of pumping, maintenance and repairs of said pumping system shall be borne one-fourth by parties of

the first part and three-fourths by parties of the second part.

IT IS FURTHER COVENANTED AND AGREED between the parties hereto that irrigation ditches shall be constructed and maintained, sufficiently large for proper irrigation purposes, along the North and East sides of the Northeast Quarter of the Northeast Quarter of Section 28 in said Township 3 South of Range 34 East of the Boise Meridian, and parties of the second part shall have the right of ingress and egress for the proper use and maintenance

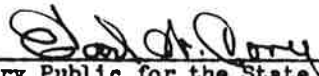
STATE OF IDAHO,)
 : ss.
County of Bingham.)

On this 20th day of September, 1961, before me, the undersigned,
a Notary Public in and for said County and State, personally appeared
RALPH D. PRESCOTT and ELAINE PRESCOTT, husband and wife, and EVERT H.
PRESCOTT and FRANCES L. PRESCOTT, husband and wife, known to me to be
the persons whose names are subscribed to the within and foregoing
instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal at Blackfoot, Bingham County, Idaho, the day and year in
this certificate first above written.

(NOTARY SEAL)

My Commission Expires:
February 29th, 1964.



Notary Public for the State of Idaho
Residing at Blackfoot, Idaho

BLASER, SORENSEN & HANSEN, *Chartered*

Attorneys at Law
(208) 785-4700
FAX No. 785-7080

Stephen J. Blaser
Murray Jim Sorensen
Scott H. Hansen

285 N.W. Main
MAILING ADDRESS:
P.O. Box 1047
Blackfoot, Idaho 83221

April 10, 1997

RECEIVED

APR 14 1997

Department of Water Resources
Eastern Region

Greg Taylor
Idaho Department of Water Resources
Eastern Region
900 N. Skyline Drive, Suite A
Idaho Falls, Idaho 83402-1718

**RE: WATER RIGHT NO. 2702120; ADJUDICATION CLAIM NO. A 2702120
PRESCOTT/WINER/CHAPPELL REAL ESTATE TRANSACTION**

Dear Greg:

This follows up my conversation with you recently concerning the above-entitled matter. I indicated to you that I represent Brent E. and Marie D. Chappell who recently purchased Sheldon Bernard Winer and Evelyn Fay Winer's interest in 40 acres on which there is a well concerning the above-referred Adjudication Claim No. and Water Right License No.

For your information and your records, enclosed please find a copy of the Agreement as to Joint Use of Irrigation Well dated September 20, 1961 which was recorded for record in Bingham County as Instrument No. 84450. Ralph D. Prescott and Gladys Elaine Prescott were a party to that Agreement as to Joint Use of Irrigation Well and the well was located on their property which consisted of the northeast quarter of the northeast quarter, Section 28, Township 3 South, Range 34 East of the Boise Meridian in Bingham County, Idaho.

On September 1, 1971 a Notice of Sale between Ralph D. Prescott and Gladys Elaine Prescott concerning that very same property was recorded for record in Bingham County, Idaho and later a Warranty Deed was recorded showing that the sale had been completed. That Warranty Deed was recorded June 26, 1984 as Instrument No. 322657 records of Bingham County, Idaho. I have enclosed a copy for your records.

That gets us to the Chappell/Winer transaction. Enclosed for your records is a copy of a Warranty Deed between the Winers and the Chappells concerning the very same property in question which was recorded for record April 7, 1997 as Instrument No. 452865 records of Bingham County, Idaho. Please note that on this latest recorded Warranty Deed, there is a water right indicated thereon, that water right being #2702120.

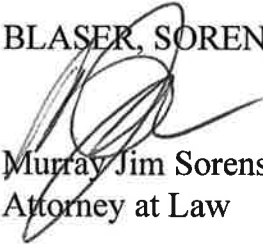
Greg Taylor
April 10, 1997
Page 2

Ladd Carter, who was the claimant on Adjudication Claim No. A-2702120 purchased his interest in this property from Everett H. Prescott and Frances L. Prescott. He bought Lot 4 and Lot 5 and the northwest quarter of the northeast quarter of Section 28, Township 3 South, Range 34 East of the Boise Meridian in Bingham County, Idaho. Hence, this entire water right covers 40 acres that now belongs to the Chappells and 120 acres belonging to the Carters.

It is my request that your office recognize that the Chappells have an interest in the land and the Water Right License No. 27-02120 and Adjudication Claim No. A-2702120. To that extent, I have enclosed a Notice of Change of Water Right Ownership that has been properly signed by my clients, along with the appropriate documents therein. If there is a problem with this information provided, please advise. Otherwise, send confirmation of the change to this office in the self-addressed stamped envelope.

Very truly yours,

BLASER, SORENSEN & HANSEN, Chtd.



Murray Jim Sorensen
Attorney at Law

MJS/sm/97309-2.ltr

Enclosures

cc: Brent and Marie Chappell

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 27-2120B
Date Received: 5/8/1989
Receipt No: E007212 & *E035653*
Received By: MWH

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

1. Name of Claimant(s)

MARIE D CHAPPELL Phone: (208)785-5707
452 S 900 W
BLACKFOOT ID USA 83221

BRENT E CHAPPELL Phone: (208)785-5707
452 S 900 W
BLACKFOOT ID USA 83221

2. Date of Priority: 11/14/1960

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
03S	34E	28	NE NE NE	BINGHAM	

5. Description of diverting works:

180'X10" W/ 75HP TURBINE PUMP INTO MAINLINE TO CENTER PIVOT

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/01	10/31	3	

7. Total Quantity Appropriated is:
3 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4	of 1/4	Lot	Use	Acres
03S	34E	28	NE	NE		IRRIGATION	38
			NW	NE		IRRIGATION	35
			SW	NE	4	IRRIGATION	30
			SE	NE	5	IRRIGATION	34
			NE	SE	5	IRRIGATION	4.3
			NW	SE	4	IRRIGATION	4.7
			NW	SE		IRRIGATION	3.8
Section Acres							149.8
Total Acres							149.8

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:

Amended claim in order to properly show irrigated acreage farmed by the claimant. This included the addition of about 13 acres in the SE quarter.

15. Basis of Claim: License

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.

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): B. T. Chappell Date: 10/17/10
Date: _____

State of Idaho)
County of Bonneville) SS.

Subscribed and sworn (or affirmed) before me this
of March 20 10

17TH day
Jonie M. Bagg

Notary Public

Residing at Idaho Falls

My commission Expires July 24, 2013



JUL 16 2001

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: **A27-02120B**
Date Received: 5/ 8/1989
Receipt No: X777777
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: BRENT E CHAPPELL
Address: 408 S 900 W
BLACKFOOT ID 83221

AND/OR

Name: MARIE D CHAPPELL
Address: 408 S 900 W
BLACKFOOT ID 83221

2. Date of Priority: NOV 14, 1960

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
03S	34E	28	NE	NE	NE		BINGHAM

5. Description of diverting works:
180'X10" W/ 75HP TURBINE PUMP INTO MAINLINE TO CENTER PIVOT

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.900		

7. Total Quantity Appropriated is:
0.900 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 120.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
03S	34E	28	NE	NE		IRR	40.0

A2702120B



10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	40.0
					Total Acres	40.0

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:
SMITH-MAXWELL DITCH COMPANY SHARES

14. Remarks:
19 ACRES IN THE SE1/4 SEC. 28 NO LONGER IRRIGATED FROM A
GROUNDWATER SOURCE AND HAS NOT BEEN INCLUDED UNDER THIS NOTICE.
*CHANGE IN OWNERSHIP SPLIT 4/14/97 GJT.

15. Basis of Claim: LICENSE

Water Right Number: 29136