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Documents
In File

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: A63-20143
Date Received: 8/22/1989
Receipt No: C010086
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: BETTY ROBERTS 208-939-0736
Address: 1348 WASHAM RD.
EAGLE, ID 83616

2. Date of Priority: DEC 31, 1975

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
04N	01E	5	SW	SW	NW		ADA

5. Description of diverting works:
35', 6" CASING, 1/2 HP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		
STOCKWATER	01/01	12/31	0.020		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
D/1 HOME; S/10 RANGE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	01E	5	SW	NW		DOMEST	
			SW	NW		STOCK	

A63-20143

Page 1

Date: 01/08/90

MICROFILMED

SEP 02 1992

11. Place of use in counties: ADA

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

13. Other Water Rights Used:

FARMERS UNION DITCH

14. Remarks:

27

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

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

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): _____ Date: _____

_____ Date: _____

State of Idaho)
County of _____) SS.

_____)

Subscribed and sworn (or affirmed) before me this _____ day

of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

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

Identification No. AL3 - 20143
Date Received 8-22-89
Receipt Number CO10086 x 2 claims

**NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW
For Domestic and/or Stockwater Purposes
Where Daily Use is less than 13,000 gallons per day.**

RECEIVED

AUG 22 1989

Department of Water Resources

Filing Fee \$25

Please type or print clearly

1. Name of Claimant (s) BETTY ROBERTS Phone (208) 939 0736
Mailing Address 1348 Washem Rd (Boise) Zip 83616

2. Date of Priority (Only one per claim) 1975 Month/Day/Year

3. Source of water supply (Check one) ☒ Groundwater or Other () (a) _____
which is tributary to (b) _____
Name or kind of source

4. Location of point of diversion is: Township 4 N Range 1 E
Section 5, SW 1/4 of SW 1/4 of NW 1/4, Govt. Lot _____, BM.,
County of Ada

Additional points of diversion if any: _____

5. Description of existing diversion works (Ditches, Wells, Pumps, Pipelines, Headgate Etc.), including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well. 35 FT 6" casing 1/2 horse pump

6. Water is claimed for the following: (limited to Domestic and/or Stockwater only. See Instructions.)

For Domestic purposes from 01/01 to 12/31 amount 0.040 (cfs)
(Both dates are inclusive)
For Stockwater purposes from 01/01 to 12/31 amount 0.020

7. Total quantity claimed 0.060 (cfs)

8. Total consumptive use claimed is de minimus

9. Non-irrigation uses. Describe fully. (Domestic: give number of households served if single ownership; Stockwater: Type and Number of livestock) 1 home STOCK 10 head

MICROFILMED

SEP 02 1992

HOW YOU WILL RECEIVE NOTICES IN THE SNAKE RIVER BASIN ADJUDICATION

All documents filed in the Snake River Basin Adjudication other than notices of claims are filed with the court. Notices of claims to water rights filed in the Snake River Basin Adjudication are filed with the Idaho Department of Water Resources. Copies of all documents filed in the Snake River Basin Adjudication will not be mailed to all parties (claimants) in the adjudication.

By order of the court, any document filed with the court will be mailed only to those parties who may be directly affected by it. A monthly docket sheet will be prepared by the department which contains a summary of all documents filed with the court in the previous month and the dates and locations of hearings scheduled for the following three months. The docket sheet will be filed with the district court clerk in each county within the Snake River Basin in Idaho. Copies of the docket sheet may be obtained from any of the offices of the department either in person or by mail; a small fee will be charged to cover the cost of mailing and/or copying. If you wish to receive a copy of the docket sheet each month, you should mark the appropriate place on your notice of claim form. You will be charged a small annual subscription fee to cover the cost of copying and mailing. Copies of any document listed on the docket sheet may be obtained from any of the offices of the department either in person or by mail; a small fee will be charged to cover the cost of mailing and/or copying.

Copies of all notices of claims filed with the department will be available for inspection from all offices of the department. Copies of the notices of claims may be obtained in person or by mail, but you will be charged for the cost of copying and mailing. (A claimant will not be charged for a copy of his or her own notice of claim, and a person who acquires property with water rights for which a notice of claim was filed will not be charged for a copy of the notice of claim filed by the previous owner.)

After the notices of claims have been reviewed, the director will prepare and file a report with the court. Part 1 of the report will contain the director's recommendations as to each water right claimed under state law. Part 2 of the report will list each federal reserved water right claimed. A number of reports will be prepared, one or more for each sub-basin in the Snake River Basin. When the report for your sub-basin is filed with the court, you will be mailed a notice informing you that the report for your sub-basin has been filed. The notice will be sent to the most recent address shown by the department's files. Attached to the notice will be a copy of those portions of the report describing the water rights you have claimed. If you do not agree with the way your water right is described, you may file an objection to the report with the court. You can also file an objection if you disagree with the way other claimant's water rights are described, and the notice will tell you where a copy of the full report is available for inspection. The notice will tell you when and where to file your objection. The notice of filing for each sub-basin report will also be published state-wide in local newspapers.

10. Place of use is: Township: 04N Range 01E
Section 5, SW 1/4 of NW 1/4, Govt. Lot _____, B.M.,
for (Circle One) Domestic Stock Domestic and Stock
Additional places of use, if any _____

11. In which county (ies) are lands listed above as place of use located? Ada

12. Do you own the property listed above as place of use? Yes ☒ No _____
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.
() None or Farmers Union Ditch

14. Remarks: 27

15. Basis of Claim (Circle One) Beneficial Use Posted Notice License Permit Decree

Court _____ Decree Date _____ Plaintiff vs Defendant _____

If applicable provide IDWR Water Right Number _____

16. Signature (s)
(a.) By signing below, I/We acknowledge that I/We have received, read and understood 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 0

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) Betty G. Roberts Date 8/21/89

Date _____

For Organizations: I do solemnly swear or affirm that I am _____

of _____, that I have signed the foregoing
Organization
document in the space below as _____ of _____
Title Organization
and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____ Date _____

Title and Organization _____

State of Idaho/or _____)

County of Ada)

SS. **NOTARIZATION REQUIRED FOR EACH CLAIM**

Subscribed and sworn (or affirmed) before me this 21st day of August 19 89

SEAL

Notary Public Connie J. Robertson

Residing at Boise, Idaho

My Commission Expires 7-1-94

Last Name _____ Ident No. _____

Copies: White-State, Yellow-Clam **MICROFILMED**

SEP 02 1992

It is very important that you inform the department in writing of any change in your address. This is to make sure that you receive the notices affecting your water rights that are to be mailed by the department.

If you are acquiring property with water rights in the Snake River Basin water system in Idaho (either by purchase, gift, inheritance, or other means), it is very important that you inquire of the department whether a notice of claim has been filed. If not, you must file a notice of claim or the water right may be declared by the court to no longer exist. If a notice of claim has been filed, it is very important that you file a written notice of change in ownership with the department. The notice of change in ownership must be accompanied by some evidence of the change in ownership, such as a copy of the deed or a property tax statement showing the name of the new owner. Again, this is to make sure that you receive the notices affecting your water rights that are to be mailed by the department.

The cost of the subscription to the docket sheet is \$7.50 for calendar year 1988. The cost of the subscription may increase a small amount for calendar year 1989 if the cost of copying and/or mailing should increase.

If you are planning to file a motion or other pleading (not a notice of claim) with the court (not IDWR), the court has issued an order setting a special procedure that is different from the usual civil rules. A copy of the order may be obtained from any office of IDWR; you may be charged for the cost of mailing and/or copying.

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAWDATE: JUN-29-1999
PAGE: A-3-----
RIGHTS FROM: SOURCE: GROUNDWATER

RIGHT NUMBER: 63-20143

NAME & ADDRESS: RICHARD A PHILLIPS
LINDA J PHILLIPS
PO BOX 879
EAGLE ID 83616

SOURCE: GROUNDWATER

QUANTITY: 0.06 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 12/31/1975

POINT OF DIVERSION: T04N R01E S05 SWSNW Within ADA County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	STOCKWATER	01-01 12-31	0.02 CFS
	DOMESTIC 1 HOME	01-01 12-31	0.04 CFS

PLACE OF USE: STOCKWATER Within ADA County
T04N R01E S05 SWNWDOMESTIC Within ADA County
T04N R01E S05 SWNW

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

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
STOCKWATER, 10 RANGE CATTLE
PARCEL NO. R 0054006885
PROPERTY ALSO KNOWN AS LOTS 26, 27 & 28, ACADEMY PLACE.

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

In Re SRBA	)	NOTICE OF COMPLETED
	)	ADMINISTRATIVE PROCEEDINGS
Case No. 39576	)	
	)	Water Rights 63-20143 and 63-20144

IDWR has completed the following Administrative Proceeding:

☐ Change of Address
☒ Substitution of Party
☐ I.C. 42-222 Transfer

SUBSTITUTION OF PARTY

Does the change in "ownership" result in a splitting of the water
right claimed? ☐ Yes ☒ No

If yes, does the split involve an I.C. 42-222 transfer? ☐ Yes ☐ No

Water Right(s): 63-20143 and 63-20144

NOTICE OF COMPLETED
ADMINISTRATIVE PROCEEDING
7/2/1999

63-20143 AND 63-20144

PAGE 1

From (Claimant/Seller):

Name of Claimant: BETTY ROBERTS
Address: 1348 WASHAM RD
EAGLE ID 83616
Phone: (208) 939-0736

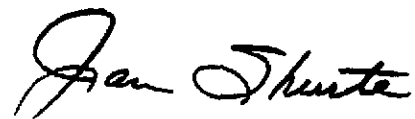
To (Claimant/Purchaser):

Name of Claimant: RICHARD A PHILLIPS
LINDA J PHILLIPS
Address: PO BOX 879
EAGLE ID 83616
Phone: (208) 939-8483

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above as set forth in the attached Amended Director's Reports for said water rights. No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the Notice of Completed Administrative Transfer and Amended Director's Reports(s) on the claimant(s), prior claimants(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: July 2, 1999



Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on July 2, 1999 I mailed the original and copies of this form to the following persons, postage prepaid and addressed as follows:

1. Original to:
Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
P.O. Box 2707
Twin Falls, Idaho 83303-2707
2. One Copy to:
Claimant/Seller for Substitution of Party or attorney of record:

BETTY ROBERTS
1348 WASHAM RD
EAGLE ID 83616
3. One Copy to:
Claimant/Purchaser for Substitution of Party or attorney of record:

RICHARD A PHILLIPS
LINDA J PHILLIPS
PO BOX 879
EAGLE ID 83616
4. One Copy to:
Chief, Natural Resources Division
Office of the Attorney General
P.O. Box 44449
Boise, Idaho 83711-4449
5. One Copy to:
United States Dept. of Justice
Environment & Natural Resource Div.
550 West Fort Street, MSC 033
Boise, ID 83724

John Harris
Signature of person or attorney mailing the form

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

RECEIVED

Please print or type. Attach pages with additional information. Instructions are on the back of this page. JAN 12 1999
Incomplete forms will be returned.

Department of Water Resources

1. Water Right or Adjudication Claim No(s): A63-20143, A63-20144
2. The following **REQUIRED** information must be submitted with this form: DEC 21 1998
- 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 BETTY J. ROBERTS
1348 WASHAM ROAD
4. New Owner/Claimant(s) RICHARD A OR LINDA J PHILLIPS
Name Connector (Check one): ☒ and, ☐ or, ☐ and/or
New Mailing Address P.O. Box 879
City, State and ZIP Code EAGLE, IDAHO 83616
New Telephone Number (208) 9398483
5. Date you acquired the property JUNE 13, 1990
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 1.5 Number and type of stock GROWING ALPACA AT THIS TIME
- Diversion rate in CFS _____ Number of homes 0 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) RICHARD A. PHILLIPS & LINDA J PHILLIPS
P.O. Box 879 EAGLE, IDAHO 83616
- Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign this 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.

INSTRUCTIONS

This form has been prepared to assist new owners of property to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. Section 42-248 requires certain property holders to notify the Department of Water Resources (IDWR) of any change in mailing address or ownership of all or part of a water right record on file with IDWR. Section 42-1409(6) provides that new property owners must notify IDWR of any change in ownership of a water right during an adjudication of water rights. Required claims may be filed by a new owner.

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. Please contact your nearest IDWR office, or call 1-800-451-4129, if you would like more information or need help completing this form. Please attach additional sheets to the form if you require additional space to describe or explain any of the items on the form.

1. If there are water rights associated with the property, the seller should be able to provide you with the water right or adjudication claim number(s). Please enter these number(s) at Item 1. If you or the seller believes there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If claims for the rights are required, and have not been filed, IDWR will so advise you.
2. The information described at Item 2 is required, since IDWR cannot process the requested change without documentation of ownership. The preferred types of documentation are shown; contact IDWR if you have difficulty obtaining this information. Do not obtain a new survey for purposes of this form before contacting IDWR.
3. Please provide the name and address of the former owner of the water right and/or adjudication claim at Item 3.
4. The name, mailing address, and telephone number of the new owner(s) is entered at Item 4. Please indicate the relationship between multiple owners by using the connector 'and', 'or', or 'and/or'. If an 'and' is used, all parties must sign this form. If an 'and/or' or 'or' is used, all parties may sign. However, only one of the named parties is required to sign.
5. At Item 5, please provide the date the property in question was acquired. This may be the date of "closing" in the case of a real estate transaction or the date of court order for other types of ownership changes.
6. You may be purchasing only a portion of the total water right held by the seller. This means the water right held by the seller may be "split" to provide your share of the right in question. Be sure to include a description of the portion of the water right you have purchased at Item 6.

Please provide as much detail as possible concerning your water right: include the number of homes, irrigated acreage if more than 1/2 acre is irrigated, type and number of stock if your right is for stockwater, etc. In the absence of information to the contrary, IDWR will assume the intent is to split the rights *proportionately*.
7. The new owner(s) must sign the form in the space(s) provided at Item 7. Corporations and other organizations must submit a list of directors or officers demonstrating the authority of the director or officer to sign the form.
8. There is no filing fee. When complete, you should retain a copy and return the original of the form to the IDWR office nearest you:

IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082
(208) 334-2190

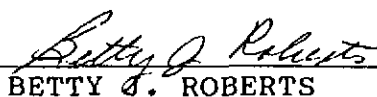
IDWR Southern Region
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380
(208) 736-3033

IDWR Northern Region
1910 Northwest Blvd., Suite 210
Coeur d'Alene, ID 83814-2615
(208) 769-1450

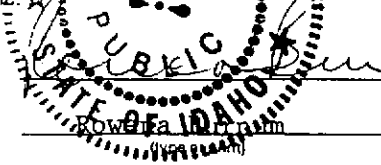
IDWR Eastern Region
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718
(208) 525-7161

WARRANTY DEEDFOR VALUE RECEIVED **BETTY J. ROBERTS, A WIDOW, AS HER SEPARATE PROPERTY**GRANTOR(s), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto **RICHARD A. PHILLIPS and LINDA J. PHILLIPS, HUSBAND AND WIFE**GRANTEE(S), whose current address is:
the following described real property in **ADA** County, State of Idaho,
more particularly described as follows, to wit:**Lots 26, 27 and 28 of ACADEMY PLACE, according to the
Official Plat thereof, filed in Book 4 of Plats at Page(s)
155, records of Ada County, Idaho.**

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: **June 26, 1990**
BETTY J. ROBERTSSTATE OF **IDAHO**, County of **ADA**, ss.

On this **26th** day of **June**
in the year of **1990**, before me, the undersigned, a Notary
Public in and for said State, personally appeared **BETTY J.
ROBERTS**
known or identified to me to be the person whose name is
subscribed to the within instrument, and acknowledged to me that
she executed the same.

Signature: Name: **Rowena Burnham**Residing at: **Boise, ID**My commission expires: **5/20/94**

STATE OF IDAHO, COUNTY OF

I hereby Certify that this instrument was filed for record at the re-
quest of

at _____ minutes past _____ o'clock m.,
this _____ day of _____
19 _____, in my office, and duly recorded in Book
of Deeds at page _____

Ex-Officio Recorder

By _____

Deputy.

Fee \$ _____

Mail to: _____

This form furnished courtesy of

STEWART TITLE OF IDAHO, Inc.

DEED OF TRUST

JAN 12 1999

Department of Water Resources

THIS DEED OF TRUST, Made this 26th day of June in the year of 1990,
 BETWEEN RICHARD A. PHILLIPS AND LINDA J. PHILLIPS, HUSBAND AND WIFE

, herein called GRANTOR,

whose address is:

STEWART TITLE OF IDAHO, Inc., an Idaho corporation, herein called TRUSTEE, and BETTY J. ROBERTS,
 AS HER SEPARATE PROPERTY,

, herein called BENEFICIARY,

whose address is: 1516 Washam Road, Eagle, ID 83616

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of ADA State of Idaho, described as follows, either located within an incorporated city or village at the date hereof, or containing not more than twenty acres:

Lots 27 and 28 of ACADEMY PLACE, according to the Official Plat thereof, filed in Book 4 of Plats at Page(s) 155, records of Ada County, Idaho.

IF ALL OR ANY PART OF THE SUBJECT REAL PROPERTY, OR AN INTEREST THEREIN IS SOLD, TRANSFERRED, OR CONTRACTED TO BE SOLD OR TRANSFERRED IN THE FUTURE BY AGREEMENT WITHOUT THE BENEFICIARY'S PRIOR WRITTEN CONSENT, EXCLUDING A TRANSFER BY DEVISE, DESCENT OR OPERATION OF LAW UPON THE DEATH OF THE GRANTOR, BENEFICIARY

Continued on next page

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits, for the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of SEVENTY-FIVE THOUSAND & 00/100

Dollars, (\$ 75,000.00)final payment due June 25, 1995,

and to secure payment of all such further sums as may hereafter be

loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

To protect the security of this Deed of Trust, Grantor agrees:

By the execution of this Deed of Trust and the Note hereby secured that provisions 1 to 6 inclusive of Part A and provisions 1 to 9 inclusive of Part B of the Master Form Deed of Trust which was recorded December 8, 1972, as Instrument No. 829115, Ada County; June 25, 1979, as Instrument No. 627244, Bannock County; June 22, 1979 as Instrument No. 567295, Bonneville County; May 9, 1979, as Instrument No. 861513, Canyon County; June 7, 1979, as Instrument No. 129201, Gem County; June 25, 1979, as Instrument No. 810084, Kootenai County; June 22, 1979, as Instrument No. 101053, Valley County; Idaho Mortgage Records shall be and they are hereby incorporated and made an integral part hereof for all purposes as though set forth herein at length, a copy of which provisions has been furnished to Grantor and Beneficiary.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

RICHARD A. PHILLIPS
RICHARD A. PHILLIPS
Linda J. Phillips
LINDA J. PHILLIPS

STATE OF IDAHO, County of ADA, ss.

On this 26th day of June
 in the year of 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared RICHARD A. PHILLIPS and LINDA J. PHILLIPS known or identified to me to be the person s whose name s are subscribed to the within instrument, and acknowledged to me that they executed the same.

Signature: _____

Name: Rowena Burnum
(Type or Print)Residing at: Boise, IDMy commission expires: 5/20/94

STATE OF IDAHO, COUNTY OF _____

I hereby Certify that this instrument was filed for record at the request of _____

at _____ minutes past _____ o'clock m.,
 this _____ day of _____
 19 _____, in my office, and duly recorded in Book _____ of Mortgages at page _____

Ex-Officio Recorder _____

By _____

Deputy _____

Fees \$ _____
Mail to: _____

This form furnished courtesy of

STEWART TITLE OF IDAHO, Inc.



CONTINUED FROM DEED OF TRUST/FIRST PAGE
MAY, AT BENEFICIARY'S OPTION, DECLARE ALL SUMS SECURED BY THIS
DEED OF TRUST TO BE IMMEDIATELY DUE AND PAYABLE. IF THE
BENEFICIARY SHALL WAIVE THE OPTION TO ACCELERATE AS PROVIDED BY
ACCEPTING IN WRITING AN ASSUMPTION AGREEMENT OF THE SUCCESSOR IN
INTEREST, BENEFICIARY SHALL THEN RELEASE GRANTOR UNDER THIS
DEED OF TRUST AND THE NOTE. B.R.

RE
4

REQUEST FOR RECONVEYANCE

TO: STEWART TITLE OF IDAHO, INC., Trustee

You are hereby authorized and requested to execute a reconveyance hereunder and deliver same to RICHARD A. PHILLIPS AND LINDA J. PHILLIPS, HUSBAND AND WIFE, upon receipt of the original Deed of Trust Note marked "PAID IN FULL" and the original recorded Deed of Trust.

The undersigned hereby certifies that BETTY J. ROBERTS, AS HER SEPARATE PROPERTY, are the holders and owners of the debt mentioned in said Deed of Trust dated June 26, 1990, recorded June 26, 1990, as Instrument No. _____, records of ADA County, Idaho, and that the same has never been assigned or transferred.

Dated: June 26, 1990

Betty J. Roberts
BETTY J. ROBERTS

STATE OF Idaho, County of Ada, ss.

On this 26th day of June in the year of 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared
BETTY J. ROBERTS

_____ known or identified to me to be the person whose name is _____ subscribed to the within instrument, and acknowledged to me that executed the same.

Signature:
Name:

Rowena Burnum

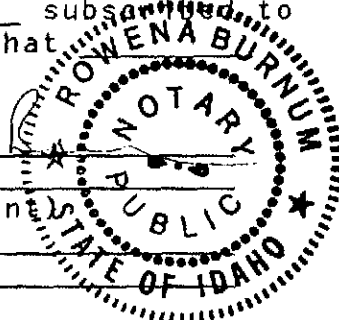
(Type or Print)

Residing At:

Boise, ID

My Commission expires:

5/20/94



4/5/1989:

SRDA CLAIMS RECEIVING CHECKLIST #2

CLAIMANT'S NAME

Roberts

CLAIM IDENT. NO.

AC 3 - 20143

DATE RECEIVED

8-22-89

CK #

CO10084

AMOUNT \$

50⁰⁰ 1982

YES

NO

Required Info?

1. Is the name and address complete with zip code?

☒☐

*

2. Is a priority date entered?

☒☐

*

Is the priority date acceptable in view of mandatory filing dates?
See Adjudication Memos #1 and #4 to determine if a Permit is required.☒☐

*

3. (a) Is a source entered?

☒☐

*

(b) Is a tributary to entered? (if required)

N/A

☒☐

*

4. Is the legal description of the p.d. sufficient?

☒☐

*

5. Is there a description of the diverting works?

☒☐

*

6. Are the water uses appropriate for the form? The short form is limited to domestic and stockwater uses with direct diversion. All claims that include storage or instream stockwater must use long form.

☒☐

*

Is the period of use included?

☒☐

*

Is a quantity claimed for each use?

☒☐

*

7. Is a total quantity claimed entered?

☒☐

*

8. If required is a consumptive use entered?

N/A

☒☐

*

Is the consumptive use correct?

N/A

☒☐

*

9. Are the non-irrigation uses listed properly? If this claim is on the short form, and more than one domestic use is listed, single ownership must be stated. If not under single ownership, see Adjudication Memo # 4.

N/A

☒☐

*

10. Is (are) the place(s) of use and purpose(s) indicated?

☒☐

*

11. Is (are) the county(ies) entered?

☒☐

*

12. Is the ownership of p.u. checked?

☒☐

*

13. Are other water rights listed or "none" indicated?

☒☐

*

14. If required, are remarks correct? (If the claimant does not own the place of use, authority for filing the claim must be explained in the remarks.)

N/A

☒☐

*

15. Is the basis of the claim indicated?

☒☐

*

16. If the claimant requested a monthly docket sheet, is payment enclosed? (If yes, describe payment status in "Comments" below.)

N/A

☒☐

*

17. Is the claim signed by the claimant, and is the signature appropriate? Organizations must complete the organization block.

☒☐

*

18. Has the claim been signed, sealed, and dated by a notary?

☒☐

*

19. Was this claim filed on time, or was an extension granted?

☒☐

*

20. Is the fee enclosed correct?

Exempt

☒☐

*

21. If this claim is based on an existing water right, has the identification number been entered?

N/A

☒☐

*

22. Should this claim be data entered?

☒☐

*

Claim checked by:

lat

Date:

1/2/90

Claim must be returned to claimant:

☐ (Yes)☐ (No)

Claimant must be notified of modifications:

☒ (Yes)☐ (No)

Receipt Prepared by:

Claim data entered by:

Sent to claimant by:

Jodier

Date:

Date:

Date:

Checked by:

Date:

lat1/9/90

MICROFILMED

Comments:

SEP 02 1992

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	RICHARD A PHILLIPS	12/31/1975	STOCKWATER	01-01 12-31	0.02 CFS	
C	LINDA J PHILLIPS PO BOX 879 EAGLE ID 83616 (208) 939-8483		DOMESTIC	01-01 12-31	0.04 CFS	
TOTAL DIVERSION:					0.06 CFS	

D BETTY ROBERTS
1348 WASHAM RD
EAGLE ID 83616
(208) 939-0736

Water Source: GROUNDWATER
Tributary to: SWSNW
Point(s) of Diversion: T04N R01E S05
Stage: BENEFICIAL USE
ADA County

Place of use Legal Description for: STOCKWATER

NE	ENE	NNE	SW	SE
NE	NNE	NNE	SW	SE
T R S	: Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac
04N 01E 5	:	:	:	:

Place of use Legal Description for: DOMESTIC

NE	ENE	NNE	SW	SE
NE	NNE	NNE	SW	SE
T R S	: Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac
04N 01E 5	:	:	:	:

POU County: ADA

Non-Irrigation Uses: 1 HOME

Other Rights: FARMERS UNION DITCH

Conditions of Approval:
 N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
 - DETERMINATION OF HISTORICAL BENEFICIAL USE.
 N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
 - GALLONS PER DAY.

Remarks: EXP STOCKWATER, 10 RANGE CATTLE
 PARCEL NO. R 0054006885
 PROPERTY ALSO KNOWN AS LOTS 26, 27 & 28, ACADEMY PLACE.

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

Misc: Water District Number: Field Inspection Flag:

AJ0749NP
No. 63-20143

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 06/28/99
PAGE: 2

Comments: Date: 06/28/1999 User-ID: LHARRIS Subject: NAME CHANGE - OWNERSHIP CHANGE
THE DATA IN THE NAME FIELD WAS CHANGED TO SHOW THIS RIGHT HAS AN
OWNERSHIP CHANGE.

Audit: 06/28/99 LHARRIS



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190

FAX (208) 334-2348

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

July 2, 1999

Re: Water Right Nos. 63-20143, 63-20144

RICHARD A PHILLIPS
LINDA J PHILLIPS
PO BOX 879
EAGLE ID 83616

Dear Mr. & Mrs. Phillips:

Enclosed are copies of the above referenced water rights which reflect the change in ownership of the land and appurtenant water rights covered under the original filings. Also enclosed is a copy of the Notice of Completed Administrative Proceedings which has been sent to the Snake River Basin Court as notification of the change.

If you have any questions concerning the enclosed water rights, please feel free to contact this office.

Sincerely,

A handwritten signature in cursive script that reads "Lori Harris".

Lori Harris
Technical Records Specialist
Adjudication Section
Western Region Office

LH:l
Enclosures

cc: Betty Roberts



State of Idaho
DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190
FAX (208) 334-2348

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

December 22, 1998

Richard A Phillips
Linda J Phillips
PO Box 879
Eagle ID 83616

RE: Notice of Change of Water Right Ownership Claim No. 63-20143 & 63-20144

Dear Property Owners:

This office has reviewed the Notice of Change of Water Right Ownership you have submitted (enclosed), however, we are unable to complete this ownership change due to the fact there is no record of the property being transferred from the original owner, Betty J Roberts, to yourselves. The Deed of Trust submitted is not sufficient proof of ownership. We need a **chain of title** of the Warranty Deeds showing the property being transferred from Betty J Roberts to yourselves.

If you could submit the above requested information for this property transfer, which includes a description of the property by $\frac{1}{4}$ $\frac{1}{4}$, Section, Township and Range, then we could complete the ownership change.

Please feel free to contact this office if you have any questions concerning this letter.

Sincerely,

A handwritten signature in cursive script that reads "Denise Buffington".

Denise Buffington
Records Clerk
Adjudication Section
Western Region

DB:d

Enclosures

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES
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 or Adjudication Claim No(s): A63-20143, A63-200244
2. The following **REQUIRED** information must be submitted with this form: DEC 21 1998
- 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 BETTY J. ROBERTS
1348 WASHAM ROAD
4. New Owner/Claimant(s) RICHARD A OR LINDA J PHILLIPS
Name Connector (Check one): ☒ and, ☐ or, ☐ and/or
New Mailing Address P.O. BOX 879
City, State and ZIP Code EAGLE, IDAHO 83616
New Telephone Number (208) 9398483
5. Date you acquired the property JUNE 13, 1990
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 1.5 Number and type of stock GROWING ALPACAS AT THIS TIME
- Diversion rate in CFS _____ Number of homes 0 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) RICHARD A. PHILLIPS & LINDA J PHILLIPS
P.O. BOX 879 EAGLE, IDAHO 83616
- Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign this 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.



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

November 12, 1998

RICK PHILLIPS
1348 WASHAM
EAGLE ID 83616

Re: Snake River Basin Adjudication (SRBA)
Water Right No. 63-20143 & 63-20144

Dear Claimant(s):

We have been advised you maybe the new owner(s) of the property with the water right referenced above.

Before we can modify our records to reflect your new ownership of the water right referenced above, we need Form 42-248/42-1409(6) completed. This form is enclosed for your use. Please return the form, documentation and proof of domestic use to my attention at this office as soon as possible.

Please call this office toll-free at 1/800-451-4129 if you have any questions.

Sincerely,

Judy Givens
Clerical Specialist

/jg

Enc: Form 42-248-42-1409(6)
Water Right Profile Report(s)

11/12/98 - Mrs. Roberts called this office to tell us she had sold the property to Mr. Phillips.

04/24/98 11:00

FLEET MORTGAGE-CDO-CHANNEL B → 912083225597

NO. 639 P002/002

After Recordation Return To:

Fleet Mortgage Corp.
11200 West Parkland Avenue, Attn: Dept. 0266, Support Area
Milwaukee, Wisconsin 53224

(Space Above This Line For Recording Data)

DEED OF TRUST

Loan Number 372985259

THIS DEED OF TRUST ("Security Instrument") is made on APRIL 24, 1998. The grantor is RICHARD A. PHILLIPS and LINDA J. PHILLIPS, HUSBAND AND WIFE ("Borrower"). The trustee is FIRST AMERICAN TITLE INS. CO. OF IDAHO ("Trustee"). The beneficiary is FLEET MORTGAGE CORP., which is organized and existing under the laws of THE STATE OF SOUTH CAROLINA, and whose address is 1333 MAIN STREET, SUITE 700, COLUMBIA, SOUTH CAROLINA 29201 ("Lender"). Borrower owes Lender the principal sum of TWO HUNDRED TWENTY-SIX THOUSAND NINE HUNDRED AND 00/100ths Dollars (U.S. \$226,900.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MAY 1, 2013. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in ADA County, Idaho: LOTS 27 AND 28 OF ACADEMY PLACE, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 4 OF PLATS AT PAGE 155, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.

which has the address of 1348 WASHAM ROAD, EAGLE,

Idaho 83616 ("Property Address");
[Zip Code]

[Street]

[City]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under applicable law.

23. Substitute Trustee. Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

24. Area and Location of Property. Either the Property is not more than forty acres in area or the Property is located within an incorporated city or village.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

☐ Adjustable Rate Rider

☐ Condominium Rider

☐ 1-4 Family Rider

☐ Graduated Payment Rider

☐ Planned Unit Development Rider

☐ Biweekly Payment Rider

☐ Balloon Rider

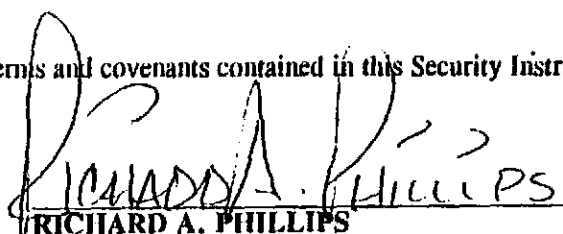
☐ Rate Improvement Rider

☐ Second Home Rider

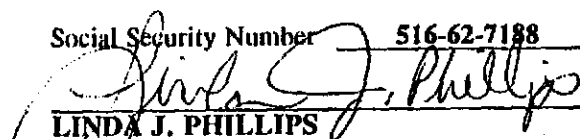
☐ Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

 (Seal)
RICHARD A. PHILLIPS -Borrower

Social Security Number 516-62-7188

 (Seal)
LINDA J. PHILLIPS -Borrower

Social Security Number 517-58-3172

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

Social Security Number _____

Social Security Number _____

STATE OF IDAHO,

County ss:

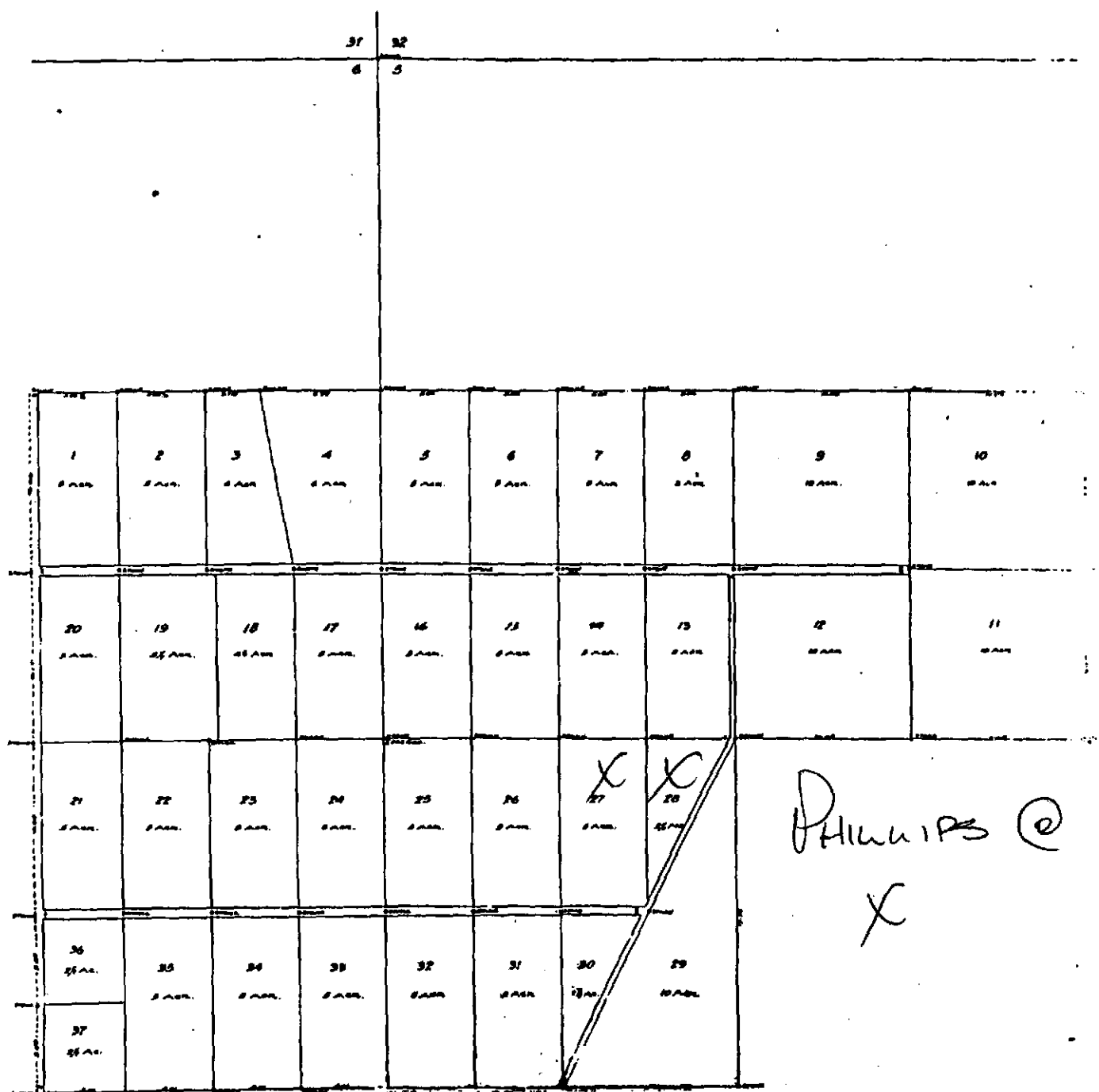
On this _____ day of _____, before me, _____, a Notary Public in and for said county and state, personally appeared RICHARD A. PHILLIPS and LINDA J. PHILLIPS, HUSBAND AND WIFE, known or proved to me to be the person(s) who executed the foregoing instrument, and acknowledged to me that he executed the 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.

Notary Public residing at:

THIS PLAT IS FURNISHED
TO ASSIST IN PROPERTY
LOCATION AND THE COMPANY
DOES NOT GUARANTEE
ITS ACCURACY

MAP OF ACADEMY PLACE
SEC. 5 & 6, T. 4 N., R. 1 E., B. M.



AJ5809NP
No. R63-20143

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 06/05/98
PAGE: 24

Comments: Date: 01/23/1997 User-ID: CORR2 Subject: COPIED FROM REMARKS
27

Audit: 01/23/97 CORR2

OLD (O) NUMBER -

[illegible]

1 - 1348 WASHAM RD.

CITY- EAGLE
PHONE - 208-9339-0736

+ - -	PRIORITY DATE	- - +	+ - -	REGION	- - +	+ - -	STAGE	- - +	+ - -	STATUS	- - -	+
				14 WESTERN		J -	BENEFICIAL USE					
				12/31/1975								

[illegible]

TWN	RNG	SEC	TRACT	LOT	RFLG	COUNTY	POINT OF DIVERSION	STREAM INDEX (BLANK IF NO INDEX CODE)	NO INDEX CODE
-----	-----	-----	-------	-----	------	--------	--------------------	---------------------------------------	---------------

04N	01E	5	SW	SW	SW	ADA
04N	01E	5	SW	SW	SW	ADA

+ - -	CODE	DESCRIPTION	PERIOD FROM	PERIOD TO	WATER USE	DIVERSION RATE	DIVERSION VOLUME

43 - DOMESTIC	01/01	12/31	0.040
04 - STOCKWATER	01/01	12/31	0.020

[illegible]

+	TWN	RNG	SEC	TRACT	LOT	ACRES	PLACE OF USE	CODE	DESCRIPTION	COUNTY
---	-----	-----	-----	-------	-----	-------	--------------	------	-------------	--------

04N	01E	5	SW	NW	04	STOCKWATER	(1)	ADA
04N	01E	5	SW	NW	43	DOMESTIC	(1)	ADA

+ - - DIVERSION MEANS - 35', 6" CASING, 1/2 HP

+ - - NON-IRRIGATION USE - D/1 HOME: S/10 RANGE

+ - - OTHER RIGHTS FOR SAME USE - FARMERS UNION DITCH

5
X
2
5
3
11
2

NO OLD WATER RIGHT NUMBERS FOUND.

[illegible]

+ - - - -	DECREE PLAINTIFF	- - - +	+ - - - -	DECREE DEFENDANT	- - - +	+ - DECREE DATE -
						00/00/0000

CERTIFIED
NOV 29 1991
WATER EXAMINER



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720 -(208) 327-7900

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON

DIRECTOR

BETTY ROBERTS
1348 WASHAM RD.
EAGLE, ID 83616

Date: 3/6/90

RE: Notice of Claim to a Water Right in the Snake River Basin
Adjudication

Dear Claimant:

We are forwarding to you a data entered copy of the claim you filed in the Snake River Basin Adjudication.

We have interpreted the data from this claim in the process of data entry in a manner which we feel more accurately reflects the true status of this water right. The items that were modified are highlighted. Please review the enclosed claim to assure that these modifications are in agreement with this water right.

If you believe our data is incorrect, and you wish to make any changes to this Notice of Claim, initial the changes, sign the form, have your signatures notarized, and return it to this office within 30 days. If you believe the modifications are correct, you may retain this copy of your claim for your records.

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

Sincerely,

Helen Harrington-Thornton
Helen Harrington-Thornton
Senior Water Resource Agent
Adjudication Bureau

Enclosures:
Notice of Claim

A63-20143
A63-20144

MICROFILMED

SEP 02 1992