

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 82819

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

RECEIVED
OCT 29 2018

Department of Water Resources
Water Rights Section

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at www.idwr.idaho.gov.

Name of Applicant(s) Caroline Phillips

Check whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.

- Yes N/A** * Means the item is always required and must be included with the application.
- ☒ * Completed Application for Transfer of Water Right form, Part I.
 - ☒ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
 - ☒ * Application for Transfer Part 2A. Attach a Part 2A report describing each water right in the transfer as currently recorded.
 - ☐ ☐ Complete and attach an Application for Transfer Part 2B for each water right for which only a portion is proposed to be changed through this transfer application.
 - ☒ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
 - ☒ * Correct fee submitted with transfer application form. (Fee schedule is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-10.

- ☐ ☒ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☐ ☒ #2a Water Right ownership documentation if Dept. records do not show the applicant as the current water right owner. **
- ☒ ☐ #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). **
** Additional fee(s) required for water right ownership changes; see fee schedule.
- ☐ ☒ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☐ ☐ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☐ ☒ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at www.idwr.idaho.gov/WaterManagement/WaterRights/WaterRightTransfers/resources.htm.
- ☒ ☐ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☒ ☐ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. If some or all of any right is leased to the Water Supply Bank, you must also show the specific location and/or acres to be idled at the new, proposed place of use to satisfy lease requirements.
- ☐ ☒ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.) Additional fee required for proposed changes to nature of use; see fee schedule.
- ☐ ☒ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☐ ☒ #9 Water Supply Bank information for all rights proposed for transfer and currently leased to the Bank. (Attachment WSB)
- ☐ ☐ #10 Other. Please describe: _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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Department of Water Resources
Eastern Region

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

Name of Applicant(s) Caroline Phillips Phone 208-881-4231
Mailing address 7444 West Arco Highway, Idaho Falls, Idaho 83402 Email Carolinephillips34@gmail.com

- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☒ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- ☒ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- ☐ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☒ No Representative

Name of Representative _____ Phone _____
Mailing address _____ Email _____

- ☐ Send all correspondence for this application to the representative and not to the applicant.
OR
- ☐ Send original correspondence to the applicant and copies to the representative.
- ☐ The representative may submit information for the applicant but is not authorized to sign for the applicant.
OR
- ☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Caroline Phillips Caroline Phillips 10-22-18
Signature of Applicant or Authorized Representative Print Name and Title if applicable Date

Signature of Applicant or Authorized Representative Print Name and Title if applicable Date

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
2. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.2**.

See Attachment Part 1A.2

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	<u>Right Number</u>	<u>Amount</u> (cfs/ac-ft)	<u>Nature of Use</u>	<u>Period of Use</u>	<u>Source & Tributary</u>
All or Part ☒ ☐	35-13742	0.05	Irrigation	04/01 to 11/01	Groundwater
☒ ☐	35-13746	0.04	Irrigation	04/01 to 10/31	Groundwater
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.09 cfs and/or _____ acre-feet.

2. Total amount of water proposed to be transferred or changed 0.09 cubic feet per second and/or _____ acre-feet per year.

3. Point(s) of Diversion:

- ☐ No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)
- ☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA. Label it **Attachment #5**.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
		NW	NE	NW	13	02N	36E	Bonneville	Groundwater	

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
02N	36E	13					1.6		2.7										4.3
Total Acres (for irrigation use)																			4.3

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:

The new point of diversion serves water rights:
35-13743, 35-13745, 35-13749. A measuring
device and lock controlling works exists

- b. Who owns the property at the point(s) of diversion? Circle Valley Properties LLC

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:

I am selling my two water rights: 35-13746 and
35-13742, to Circle Valley Properties LLC, to irrigate 4.3 new acres
from their point of diversion

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?

If yes, ☒ attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the

entity and type of lien: Lorraine T. Szukczewski, Trustee Bank of Idaho
Private mortgage Holder

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

- d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank?

If yes, ☐ complete Attachment WSB.

- e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:

The 4.3 acres will become dry pasture

- f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:

I have two water rights, No. 35-13744 and
35-12117 that are still diverted from original point
of diversion

- g. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes No

- ☐ ☒ undergone a period of five or more consecutive years of non-use,
☐ ☒ currently leased to the Water Supply Bank,
☐ ☒ currently used in a mitigation plan limiting the use of water under the right, or
☐ ☒ currently enrolled in a Federal set-aside program limiting the use of water under the rights?

If yes, describe:

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Attachment
Part 1A.2.

1A

1. I, Caroline Phillips would like to sell 2 of 3 Water rights I obtain on my property to Circle Valley Properties LLC.
2. My place of use was part of the original irrigated land that is now under the ownership of Circle Valley Properties LLC.
See transfer No. 74738
3. My land was irrigated for pasture for my former husband's horse and mules
4. Since my divorce, the animals are no longer here.
5. I am retaining water right no. 35-13744 to irrigated property around my home and plant more trees.

Sales Agreement

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OCT 29 2018

Department of Water Resources
Eastern Region

This sales agreement, dated this 29th
day of October, 2018

Between:

Seller: Caroline Phillips
and

Buyer: Circle Valley Properties, LLC

I, Caroline Phillips, agree to sell water rights:

35-13746 for the amount of 10,000.00

35-13742 for the amount of 10,000.00

Total amount: 20,000.00

to: Circle Valley Properties, LLC

I, Caroline Phillips will be keeping water
right:

35-13744

Seller: Caroline Phillips

Buyer: [Signature] Circle Valley Properties, LLC
Member

Vice Pres.

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[Close](#)IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

5/21/2018

WATER RIGHT NO. 35-13742

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	CAROLINE PHILLIPS 7444 W ACRO HWY IDAHO FALLS, ID 83402 2085220686

Priority Date: 10/26/1981

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	11/01	0.05 CFS	8.4 AFA
Total Diversion			0.05 CFS	

Location of Point(s) of Diversion:

GROUND WATER|NWNWNW|Sec. 13|Township 02N|Range 36E|BONNEVILLE County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BONNEVILLE County

| | | | | | | | | | | | | |

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Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
02N	36E	13		NWNW	2.1									

Total Acres: 2.1

Conditions of Approval:

1. C05 Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code. Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
2. T19
3. C03 Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.

Dates:

Licensed Date:

Decreed Date: 01/31/2002

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector: And

Water District Number: 120

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit: 5.6

Combined Volume Limit: 22.4

Combined Rate Limit:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

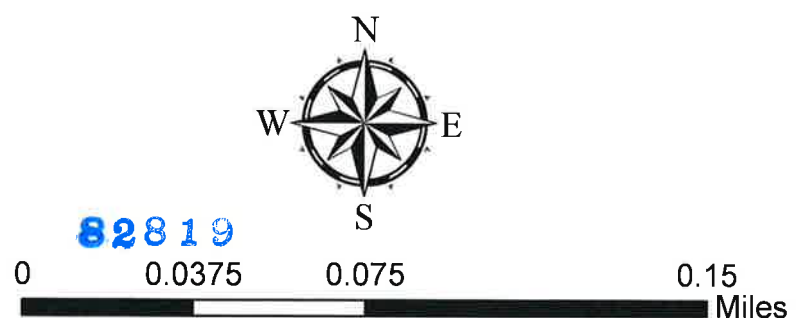
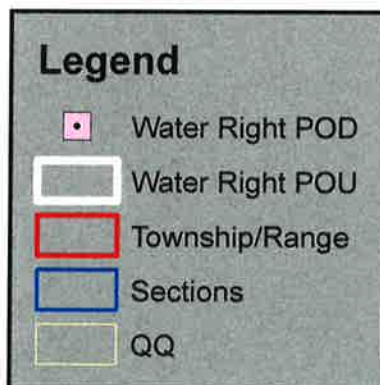
Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

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35-13742 Pre-Transfer POU and POD



[Close](#)IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

5/21/2018

WATER RIGHT NO. 35-13746

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	CAROLINE PHILLIPS 7444 W ACRO HWY IDAHO FALLS, ID 83402 2085220686

Priority Date: 10/21/1991

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	0.04 CFS	8.8 AFA
Total Diversion			0.04 CFS	

Location of Point(s) of Diversion:

GROUND WATER|NWNWNW|Sec. 13|Township 02N|Range 36E|BONNEVILLE County

Licensed Diversion Capacity: 1.45

IRRIGATION Use:
Acre Limit: 2.2

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Place(s) of use:

Place of Use Legal Description: IRRIGATION BONNEVILLE County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
02N	36E	13		NWNW	5.6									

Total Acres: 5.6

Conditions of Approval:

1. X27 This right is limited to the irrigation of 2.2 acres within the place of use described above in a single irrigation season.
2. Use of this right with the rights listed below is limited to a total combined annual diversion volume of 22.4 af and to the irrigation of a combined total of 5.6 acres in a single irrigation season. The combined rights include: 35-13742, 35-13744, 35-13746.
3. Use of this right with Rights 35-13742, 35-13744, 35-13746 and all other rights shall provide no more than .02 cfs per acre nor more than 4.0 afa per acre for the lands above.
4. R57 The Director retains jurisdiction of the right and may change, add, or remove any requirement as determined to be appropriate.
5. R56 Diversion and use of water under this right is subject to an annual use fee if rules are subsequently promulgated which provide for the submittal of the fee.
6. F06 The following rights are diverted through point(s) of diversion described above: 35-13742, 35-13744, 35-13746
7. R55 This right is for the use of trust water and is subject to review 20 years after the issuance of the permit to determine availability of water and to re-evaluate the public interest.

Dates:

Licensed Date: 05/10/1995

Decreed Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

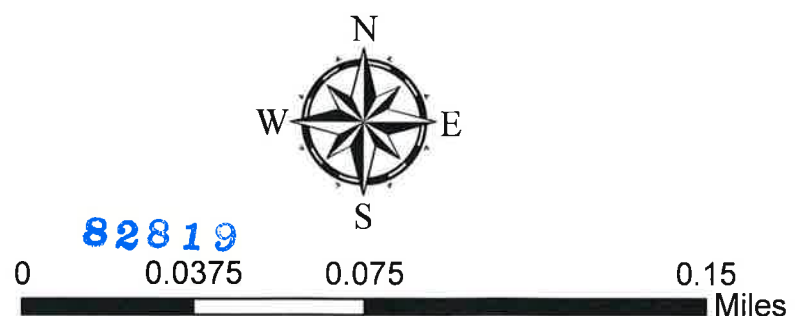
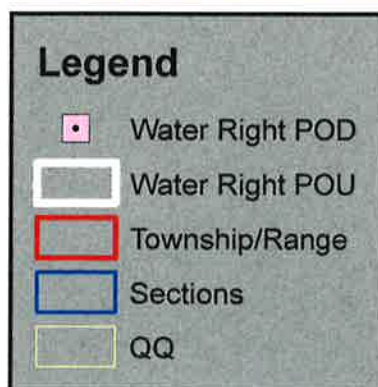
State or Federal:

Owner Name Connector: And

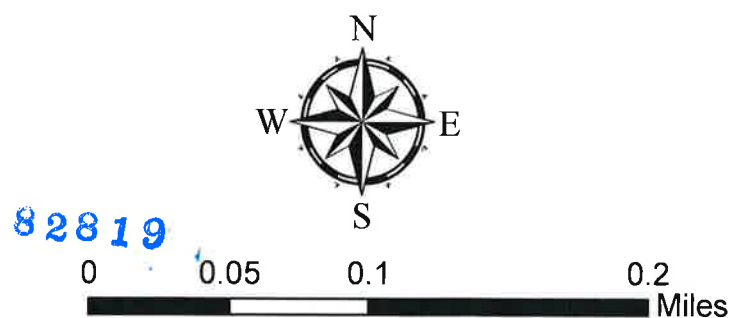
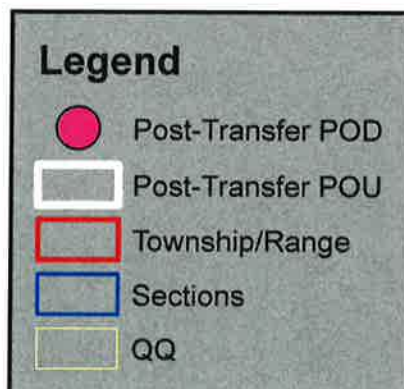
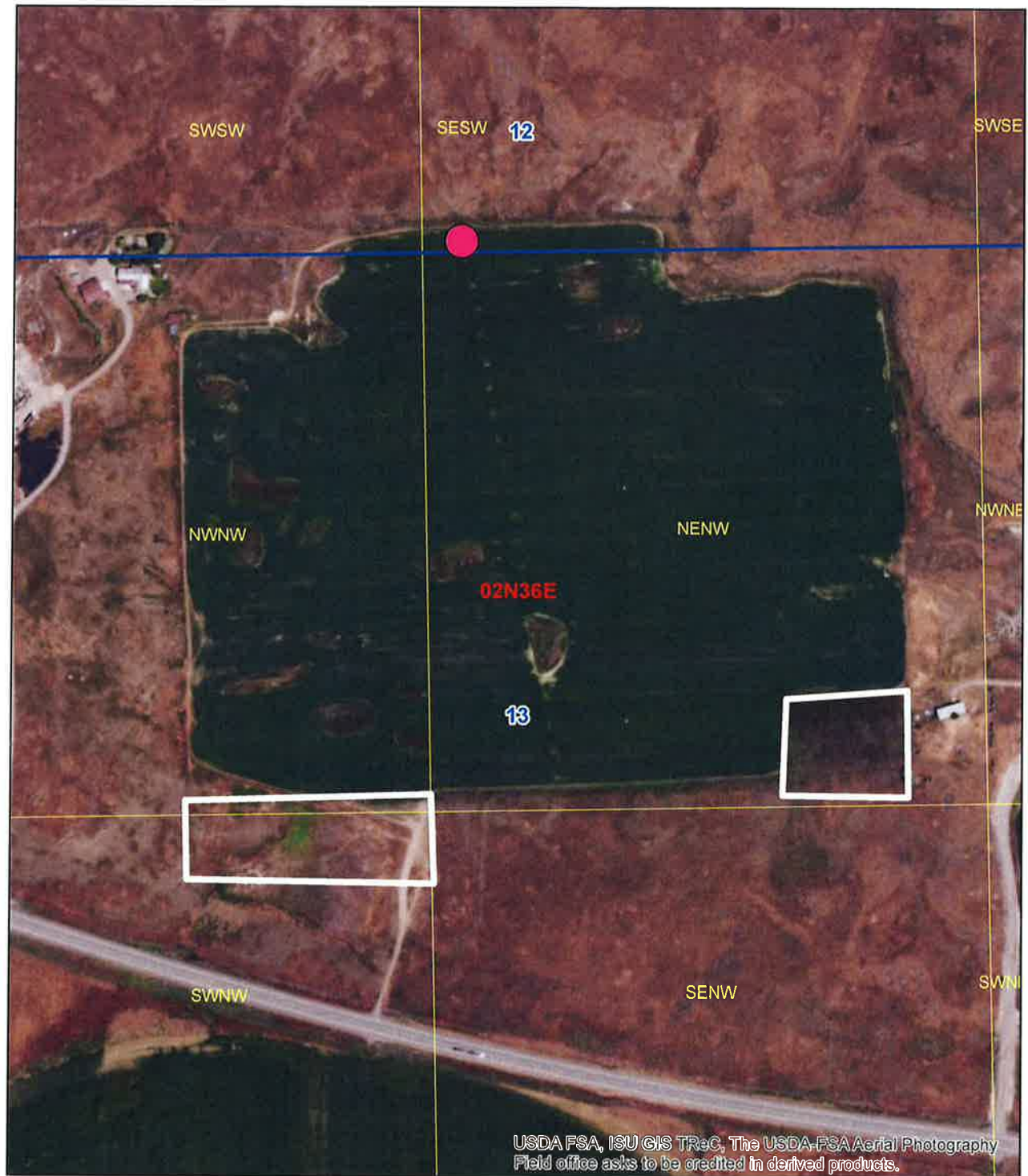
Water District Number: 120

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35-13746 Pre-Transfer POU and POD



35-13742 and 35-13746 Post-Transfer POD and POU



To: Department of Water Resources

#6

I, Lorraine T. Szulczewski, as trustee of property of Caroline Elizabeth Phillips at 7444 West Arco Highway, Idaho Falls, Idaho, give permission to sell the following water rights:

35-13746 (02N 36E 13NWNW) 2.2 acres

35-13742 (02N 36E 13NNWN) 2.1 acres

Signed

Date

Lorraine T. Szulczewski

10-11-18

State of Idaho) S.S.
County of Bonneville)
On this 11th day of October 20 18 before me,
a Notary Public in and for said State personally appeared,
Lorraine T. Szulczewski
known to me to be the person(s) whose name(s) subscribed to the within
instrument, and acknowledged to me that _____ admitted
the same.
Angie Thompson Notary Public
Residing at Idaho Falls, Idaho
Commission expires: 11/24/2018



DEED OF TRUST

THIS DEED OF TRUST, Made this 18th day of August, 2017, between Caroline Elizabeth Phillips, a/k/a/ Caroline Phillips, a/k/a Caroline E. Phillips, herein called GRANTOR, whose address is 7444 West Arco Highway, City of Idaho Falls, Bonneville County, State of Idaho, 83402, First American Title Company, Inc. 900 Pier View Dr., Suite 110, Idaho Falls, ID 83402, an Idaho Corporation, herein called TRUSTEE, and Bank of Idaho, Trustee FBO Lorraine T. Szulczewski, IRA, P.O. Box 1487, 399 N. Capital Ave., Idaho Falls, Idaho 83404, herein called BENEFICIARY,

WITNESSETH:

That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that certain real property in the County of Bonneville, State of Idaho, containing not more than twenty acres in area, commonly referred to as 7444 West Arco Highway, City of Idaho Falls, Bonneville County, State of Idaho, 83402 described as follows:

All that certain lot, piece or parcel of land, situate, lying and being in, the City of Idaho Falls, County of Bonneville, State of Idaho, bounded and particularly described as follows, -to wit:

Beginning at a point that lies North 89 29'50" East 416.00 feet along the Section line from the Northwest corner of Section 13, Township 2 North, Range 36, East of the Boise Meridian, Bonneville County, Idaho, and running thence North 89 29'50" East 416.00 feet along said Section line; thence South 00 05'29" West 208.00 South 89 29'50" West 104.00 feet; thence South 00 05'29" West 1322.61 feet to a point on a curve on the Northerly Right of way of US Highway 20; thence along said curve, to the right a distance of 329.06 feet, said curve having a radius of 11259.16 feet, a central angle of 1 40'28" and chord that bears North 71 22'40" West 329.04 feet; thence North 00 05'29" East 1422.79 feet to the point of beginning.

SUBJECT TO easements, conditions, restrictions, reservations, covenants and rights of way of record

TOGETHER WITH all the tenements, hereditaments, easements and appurtenances now or hereafter thereunto belonging or in anywise appertaining and 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:

1. Performance of each agreement of Grantor herein contained.
2. Payment of the indebtedness evidenced by a promissory note, of even date herewith, and any extension or renewal thereof, in the principal sum of One Hundred Sixty Thousand Dollars and 00 cents, (\$160,000.00-----) payable to Beneficiary or order and made by Grantor, the final payment of principal and interest thereof, if not sooner paid, to be finally due and payable August 1, 2047.

3. To secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary, for any purpose, and any notes, and/or drafts or other instruments representing such further loans, advances or expenditures shall be optional with the Beneficiary, and shall become due and payable no later than the final maturity date of said note secured hereby, and provided, further, express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such loans, advances or expenditures together with interest thereon.

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

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanship manner and building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to, and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at a rate equal to the interest rate payable as per the note this Deed of Trust secures

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner

and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure or otherwise, pay necessary expenses, costs and reasonable attorney's fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. At the option of Beneficiary, the Beneficiary may enforce or foreclose this Deed of Trust, or enforce the obligations of the Grantor secured hereby, through any and all means authorized under the laws of the State of Idaho, whether in accordance with Idaho Code Title 45, Chapter 15, or otherwise.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledged, the pledgee thereof. In this Deed, wherever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

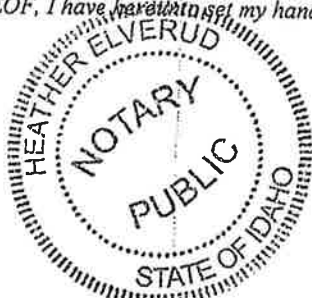
Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale filed of record which affects the hereinbefore described property be mailed to the Grantor at his address hereinbefore set forth.

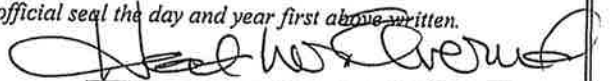

CAROLINE ELIZABETH PHILLIPS
a/k/a Caroline Phillips
a/k/a Caroline E. Phillips

STATE OF IDAHO
County of Bonneville

On this 18th day of August, 2017, before me, a Notary Public in and for said State, personally appeared CAROLINE ELIZABETH PHILLIPS a/k/a Caroline Phillips, a/k/a Caroline E. Phillips known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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




NOTARY PUBLIC
Residing at: Idaho Falls, ID
My commission expires: 11/1/23

82819

TITLEONE CORPORATION

P.O. BOX 177 - BURLEY, IDAHO 83318
(208) 878-3524

ESCROW NO. _____

LONG-TERM ESCROW INSTRUCTIONS

(BUYER)/PAYOR:

Caroline Elizabeth Phillips

7444 West Arco Highway

Idaho Falls, ID 83402

(208) 881-4231 (208) 881-4231

(SELLER)/PAYEE:

Bank of Idaho, Trustee FBO Lorraine T Szulczewski, IRA

399 N Capital Ave.,

PO Box 1487

Idaho Falls, Id 83404

Property Address: 7444 West Arco Highway, Idaho Falls, ID 83402

The undersigned hand TitleOne Corporation (Escrow Agent) herewith the following documents to be held in escrow subject to the instructions hereinafter set forth, to which the undersigned, on behalf of themselves, their heirs, successors, assigns and personal representatives, agree:

* Promissory Note

* Deed of Trust

* Deed of Reconveyance

TERMS OF PAYMENTS:

Principal balance \$160,000.00 payable in 12 installments of \$400.00 or more, including interest at the rate of 3% per annum on the unpaid balance. Interest begins 9/1/2017. First installment shall be due on or before 10/1/2017 and subsequent installments due on or before the 1 day of each month thereafter for a period of 360 years, at which time the entire principal balance plus accrued interest are due and payable.

Payment Breakdown:

\$400.00

Principal & Interest

1/12th Hazard Insurance Reserves

1/12th Real Estate Property Tax Reserves

Monthly Escrow Fee due from Payor

TOTAL: \$400.00

The monthly Escrow fee of \$12.00, paid to the Escrow Agent, shall be paid by: *(if reserves)*

The monthly Escrow fee of \$8.00, paid to the Escrow Agent, shall be paid by:

☒ Payee

☐ Payor

☐ 1/2 by Payee and 1/2 by Payor

☐ Other

The *one-time* Long-term Escrow set-up fee of \$150.00 plus \$2.00 per \$1,000 shall be paid by: *(if reserves)*

The *one-time* Long-term Escrow set-up fee of \$50.00 plus \$2.00 per \$1,000 shall be paid by:

☒ Payee

☐ Payor

☐ 1/2 by Payee and 1/2 by Payor

All disbursements shall be made to the Escrow Agent. Disbursements will be made within a reasonable time after receipt by Escrow Agent, usually within two (2) business days, by depositing in U.S. Postal Service, First Class mail or its equivalent. Please make checks payable to TitleOne Corporation.

DISBURSEMENTS OF PROCEEDS:

You shall deduct from payments received by you the amount of your standard disbursement charges then in effect, whether payable by Payor or Payee. You shall pay or deposit the balance of proceeds as directed by Payee.

LONG TERM ESCROW INSTRUCTION TERMS

1. **INTEREST:** Interest shall be computed on the debt on the basis of 365 days per year unless the Payor and the Payee otherwise direct TitleOne in writing.
2. **NOTICE:** In the event any party demands TitleOne to deliver documents being held in the Escrow, TitleOne reserves the right to notify the other party(s) of such demand and may continue to hold the documents for a reasonable length of time after giving such notice before acting on the demand for delivery.
3. **CONDITIONAL RECEIPT:** Any payment made, other than in cash, shall be credited conditionally pending the receipt by TitleOne of available funds for the full payment.
4. **DISPUTES:** In the event of any disagreement between the Payor and the Payee resulting in adverse claims and demands being made by them or any of them upon TitleOne, TitleOne shall be entitled at its option to refuse to comply with the demand so long as such disagreement shall continue. In so refusing, TitleOne may refuse to deliver any moneys, papers or property so long as such disagreement shall continue and in so refusing TitleOne shall not become liable to the parties to this escrow for its failure and/or refusal to comply with the conflicting or adverse demands of the parties. TitleOne shall be entitled to continue to refrain to act until: (1) The parties have reached an agreement in their differences and shall have notified TitleOne in writing of such agreement or (2) the rights of the parties have been duly adjudicated by a court of competent jurisdiction. In connection with the latter alternative TitleOne may file an interpleader proceedings or other proceeding TitleOne may deem appropriate, and in any such event TitleOne shall not be liable for interest or damages.
5. **DUTIES:** Notwithstanding anything to the contrary herein, TitleOne shall have no duty to determine the performance or nonperformance of any term or condition of any contract or agreement between the parties and the duties and responsibilities of TitleOne are limited to those specifically stated herein. In accepting any funds, securities or documents delivered hereunder, TitleOne will not be required to construe any contract or instrument deposited with it.
6. **ADDRESSES AND TAX NUMBERS:** TitleOne may rely upon the addresses of the parties set forth on the reverse side of this agreement unless either party or parties shall notify TitleOne in writing of a change thereto.
7. **TERMINATION:** This escrow is to be completed in the manner and at the time provided in the documents. Unless it is so completed, or proper arrangements for extension thereof, including the payment of reasonable fees for the additional services rendered, are made on or before that time, TitleOne at any time after the expiration of one year from such time may close its records at which time the liability of TitleOne in connection with this escrow shall terminate.
8. **DEFAULT:** In the event a default is declared, TitleOne shall not be obligated to serve notice on any of the parties to this agreement, and, further, that should moneys or papers be deposited with TitleOne after the default, TitleOne may accept such moneys or papers and such acceptance shall be conditional until the dispute has been resolved in one of the methods provided in paragraph 4 above.
9. **ATTORNEY FEES:** In the event of any disagreement between the parties hereto, or demands or claims being made upon TitleOne by the parties hereto or any parties interested herein or by any other party, TitleOne shall have the right to employ legal counsel to advise it and/or represent it in any suit or action brought affecting the escrow and the parties hereto shall be jointly and severally liable to TitleOne for any attorney fees, costs and disbursements incurred by TitleOne in connection herewith and upon demand shall pay the same to TitleOne.
10. **LIABILITY OF TITLEONE:** TitleOne shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection with this escrow. No liability will be incurred by TitleOne if, in the event of any dispute or question as to the construction of the directions of the instructions that act in accordance with the opinion of its legal counsel. TitleOne is authorized to act on any document believed by it to be genuine and to be signed by the proper party or parties and will incur no liability in so acting.
11. **ADDITIONAL TERMS:**

It is understood by the parties signing the above escrow instructions and those escrow instructions which are attached hereto, if any, that such instructions constitute the whole agreement between this firm as an escrow agent and you as a principal to the escrow transaction. These instructions may not include all the terms of the agreement, which is the subject to this escrow. READ THESE INSTRUCTIONS CAREFULLY AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.

Dated this 1 day of August, 2017
Caroline Elizabeth Phillips
Payor
Caroline Elizabeth Phillips

Payor

Payee
Jeanna Clayson, AVP and Trust Officer

Payee

The above Escrow Instructions received and accepted this _____ day of _____, 20____.
TITLEONE CORPORATION

By: _____



1614 Elk Creek Drive
Idaho Falls, ID 83404
Ph. (208)522-7895
Fx. (866)712-4143
www.titleonecorp.com

Request for Full Reconveyance

Escrow No. 17295187

To: TitleOne Corporation

Attn: Reconveyance Department

The undersigned Beneficiary is the legal owner and holder of all indebtedness secured by a Deed of Trust dated August 1, 2017, made by **Caroline Elizabeth Phillips aka Caroline Phillips aka Caroline E Phillips**, Grantor, to **Bank of Idaho, Trustee FBO Lorraine T Szulczewski, IRA**, as Beneficiary, in the initial amount of **\$160,000.00**, recorded on , as Instrument No. , records of Bonneville County, Idaho.

You are hereby requested, in accordance with the terms of said Deed of Trust, to reconvey without warranty, to 'the person or persons legally entitled thereto', the estate now held by you hereunder in said Deed of Trust, situate in Bonneville County, Idaho.

Dated: August 1, 2017

Bank of Idaho, Trustee FBO Lorraine T Szulczewski, IRA

By:

State of Idaho, County of Bonneville, ss.

On this _____ day of August in the year of 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

_____, Notary Public

Residing at: _____

My Commission Expires: _____

(seal)

82819

[Close](#)IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

10/11/2018

WATER RIGHT NO. 35-13744

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	CAROLINE PHILLIPS 7444 W ACRO HWY IDAHO FALLS, ID 83402 2085220686

Priority Date: 07/19/1989

Basis: License

Status: Active

Associated WR

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	0.03 CFS	5.2 AFA
Total Diversion			0.03 CFS	

Location of Point(s) of Diversion:

GROUND WATER|NWNWNW|Sec. 13|Township 02N|Range 36E|BONNEVILLE County

Licensed Diversion Capacity: 1.45

IRRIGATION Use:

Acre Limit: 1.3

1
Place(s) of use:

Place of Use Legal Description: IRRIGATION BONNEVILLE County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
02N	36E	13		NWNW	5.6									

Total Acres: 5.6

Conditions of Approval:

1. X27 This right is limited to the irrigation of 1.3 acres within the place of use described above in a single irrigation season.
2. X-35 Use of this right with the rights listed below is limited to a total combined annual diversion volume of 22.4 af and to the irrigation of a combined total of 5.6 acres in a single irrigation season. The combined rights include: 35-13742, 35-13744, 35-13746.
3. R64 Use of this right with Rights 35-13742, 35-13744, 35-13746 and all other rights shall provide no more than .02 cfs per acre nor more than 4.0 afa per acre for the lands above.
4. R57 The Director retains jurisdiction of the right and may change, add, or remove any requirement as determined to be appropriate.
5. R55 This right is for the use of trust water and is subject to review 20 years after the issuance of the permit to determine availability of water and to re-evaluate the public interest.
6. R56 Diversion and use of water under this right is subject to an annual use fee if rules are subsequently promulgated which provide for the submittal of the fee.
7. F06 The following rights are diverted through point(s) of diversion described above: 35-13742, 35-13744, 35-13746

Dates:

Licensed Date: 05/10/1995

Decreed Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector: And

Water District Number: 120
Generic Max Rate per Acre:
Generic Max Volume per Acre:
Combined Acres Limit: 5.6
Combined Volume Limit: 22.4
Combined Rate Limit:
Civil Case Number:
Old Case Number:
Decree Plaintiff:
Decree Defendant:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Cary Act Number:
Mitigation Plan: False

Close

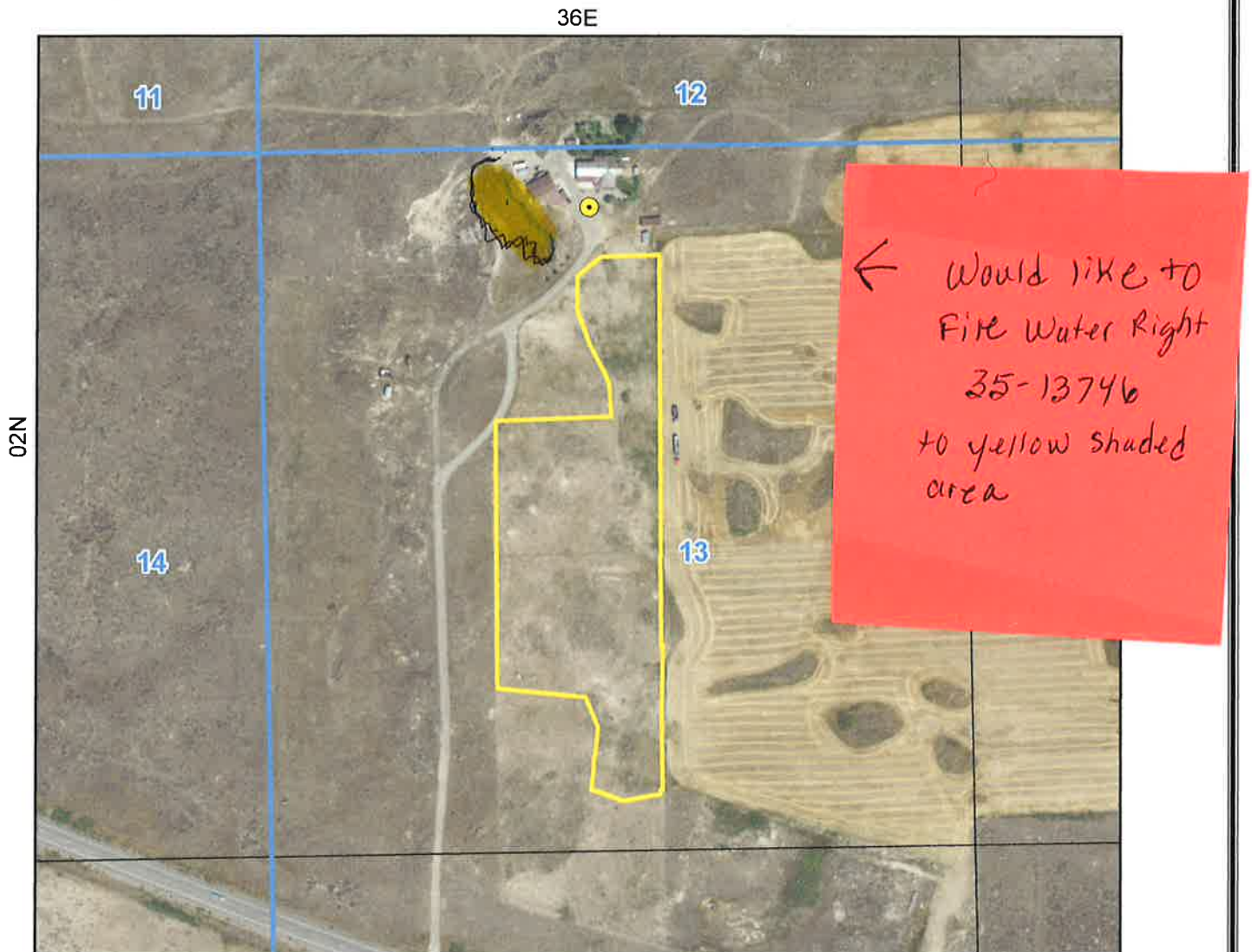
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State of Idaho
Department of Water Resources

Water Right
35-13746

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



- Point of Diversion
- Place Of Use Boundary
- Townships
- PLS Sections
- Quarter Quarters

0 0.0375 0.075 0.15 Miles

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