

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 63-32822
Date Received: 3/15/1990
Receipt No: X777777
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

RICHARD M PHILLIPS & STACI PHILLIPS TRUST Phone: (208) 376-4665
RICHARD M PHILLIPS TRUSTEE
210 MURRAY ST
BOISE ID USA 83714

2. Date of Priority: 01/23/1968

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
05N	02W	25	SW SW	CANYON	
05N	02W	25	SE NW	CANYON	
05N	02W	25	NE NW SE	CANYON	
05N	01W	31	NW SW NW 2	ADA	

5. Description of diverting works:

WELL,PUMP,MOTORS,PIPELINES TO SPRINKLER SYSTEM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/15	11/15	0.42	

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

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
05N	02W	25	SE	NE	IRRIGATION	37
			SE	SW	IRRIGATION	1
			NE	SE	IRRIGATION	2
			NW	SE	IRRIGATION	6
					Section Acres	46
					Total Acres	46

11. Place of use in counties: CANYON

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

13. Other Water Rights Used:

14. Remarks:

SYSTEM INTEGRATED BEFORE 1987. SPLIT BASED ON 63-07056 NOT A63-07056.
FEES PAID ON RECEIPT #C015622.

This right is a split from former right 63-7056A.

15. Basis of Claim: License

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

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
_____	63-3114	<u>Y</u>	_____	_____	_____
_____	63-3365	<u>Y</u>	_____	_____	_____
_____	63-7056A	<u>Y</u>	_____	_____	_____
_____	63-7142	<u>Y</u>	_____	_____	_____

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

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

OR

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

3. Name and Address of Former Owner/Claimant(s) See Attachment A
4. New Owner/Claimant(s) Richard M. Phillips and the Staci Phillips Trust (Richard M. Phillips, Trustee)
- New Mailing Address 210 Murray St.
- City, State and ZIP Code Boise, ID 83714
- New Telephone Number (208) 376-4665
- Date you acquired the property 2005 (Parcel 1), 2006 (Parcel 2)

RECEIVED

JUN 11 2007

WATER RESOURCES
 WESTERN REGION

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

See Attachment B

Signature of New Owner(s) or Claimant(s)
(include title if applicable)

Shirley Phillips Trust by Richard M. Phillips Trustee
Richard M. Phillips
Richard M. Phillips (as individual and Trustee)

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

For Office Use Only

Received by *[Signature]*

Date 6-11-07

Fee N/A

Received by *[Signature]*

Date 8-15-07

Receipt No. _____

Processed by *[Signature]* AJ

Date 8-15-07

WR _____ Date _____

Attachment A - Current Owners

EDWARD RAY MONTIERTH
825 HEARTLAND DR
NAMPA ID 83686

W NOLAN VICTOR
1528 ADDISON AVE E
TWIN FALLS ID 83301

RUBY C VICTOR
1528 ADDISON AVE E
TWIN FALLS ID 83301

ROBERT J MEYERS
3024 WOODRIDGE DR
TWIN FALLS ID 83301

DOLLIE MONTIERTH
RT 1
KUNA ID 83634

KATHI L MEYERS
3024 WOODRIDGE DR
TWIN FALLS ID 83301

SUSAN L MONTIERTH
825 HEARTLAND DR
NAMPA ID 83686

DARLENE E MONTIERTH
2409 W KUNA CAVE RD
KUNA ID 83634

RODNEY K MONTIERTH
RT 1 BOX 156
KUNA ID 83634

HERBERT R MONTIERTH JR
6312 S ZITHER AVE
BOISE ID 83709

Attachment B - Split Analysis**DESCRIPTION OF YOUR PORTION OF WATER RIGHT**
(If the right(s) will not be split, skip this area and proceed to item 7)Water Right and/or Adjudication Claim Number 63-3114

Water Use	Diversion Rate or Volume	Description
Irrigation	<u>1.79 cfs</u>	<u>155 acres</u>
Stock	_____	_____
Domestic	_____	_____
Other	_____	_____
Total	<u>1.79 cfs/155 acres</u>	

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)Water Right and/or Adjudication Claim Number 63-3365

Water Use	Diversion Rate or Volume	Description
Irrigation	<u>0.83 cfs</u>	<u>41.5 cfs</u>
Stock	_____	_____
Domestic	_____	_____
Other	_____	_____
Total	<u>0.83 cfs/41.5 acres</u>	

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)Water Right and/or Adjudication Claim Number 63-7056A

Water Use	Diversion Rate or Volume	Description
Irrigation	<u>0.42 cfs</u>	<u>46 acres</u>
Stock	_____	_____
Domestic	_____	_____
Other	_____	_____
Total	<u>0.42 cfs/46 acres</u>	

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
 (If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number 63-7142

Water Use	Diversion Rate or Volume	Description
Irrigation	<u>1.29 cfs</u>	<u>155 acres</u>
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	<u>1.29 cfs/155 acres</u>	

JUN 26, 2005 10:44 AM

PIONEER TITLE



A Pioneer Company
PIONEER TITLE COMPANY
OF ADA COUNTY
705 S. Americana, Suite 190 / Boise, Idaho 83702
(208) 373-3744

RECORDED
JUL 1 PM 4 49
SCHOOL HALLS
CANYON CITY RECORDER
by Jackie Johnson

200538003

PIONEER-NAMPA
REQUEST Ad
TYPE Ad FEE 910

WARRANTY DEED

For Value Received The Victor Family Living Trust, a one-half undivided interest; and
Robert J. Meyers and Kathi Meyers, a one-half undivided interest

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Richard M. Phillips, as Trustee of the Staci Phillips Trust, under trust agreement dated January 1, 1995, an
undivided one-half (1/2) interest as Tenants in Common, and Richard M. Phillips, an unmarried man, an
undivided one-half (1/2) interest as Tenants in Common

hereinafter referred to as Grantee, whose current address is 310 Murray Street, Boise, ID 83714
the following described premises, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

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

Dated: June 23, 2005

The Victor Family Living Trust

By: Steven Victor
Steven Victor, Successor Trustee

Robert J. Meyers
Robert J. Meyers

Ruby C. Victor
Ruby C. Victor, Trustee

Kathi Meyers
Kathi Meyers

PN83528

Exhibit "A"

A portion of Section 25, Township 5 North, Range 2 West, Boise Meridian, Canyon County, Idaho more particularly described as follows:

Commencing at the Southwest corner of Section 25, Township 5 North, Range 2 West, Boise Meridian, Canyon County, Idaho; thence

North 36° 40' 18" East 3343.21 feet to the POINT OF BEGINNING, thence

North 00° 00' 00" East 1299.16 feet to a point, thence

North 89° 29' 22" East 3300.09 feet to 1/16th corner, thence

South 00° 27' 25" East 593.56 feet to the Northeast corner of Star Ridge Estates Subdivision No. 1, thence along said boundary on a curve to the right whose radius is 1454.92 feet, whose length is 2590.21 feet, whose Delta is 102° 00' 16" and whose long chord bears

South 71° 42' 45" West 2261.44 feet to a point, thence

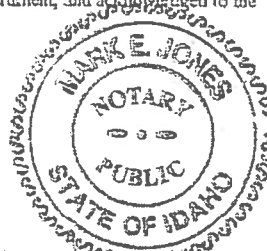
South 89° 59' 02" West 261.60 feet to a point, thence leaving said boundary

South 38° 22' 43" West 896.15 feet to the POINT OF BEGINNING.

STATE OF IDAHO, County of TWIN FALLS, ss.

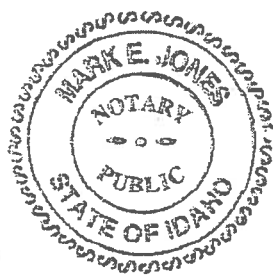
On this 30 day of June, in the year of 2005, before me Mark E. Jones
notary public personally appeared Robert J. Meyers and Kathi Meyers known or identified to me to be
the person/persons whose name is/are subscribed to the within instrument, and acknowledged to me
that he/she/they executed the same.

Notary Public: Mark E. Jones
Residing at: TWIN FALLS
My Commission expires: 12-1-05



STATE OF IDAHO, County of TWIN FALLS, ss.

On this 30 day of June, in the year of 2005, before me Mark E. Jones, a notary
public personally appeared Steven Victor and Ruby C. Victor, known or identified to me to be the
person whose name is subscribed to the within instrument as Successor Trustee and Trustee and
acknowledged to me that he/she/they executed the same as such Successor Trustee and Trustee.



A handwritten signature of Mark E. Jones in black ink.

Notary Public of Idaho
Residing at TWIN FALLS
Commission expires: 12-1-05



Pioneer Title Co.

GOING BEYOND

703 S. Americana, Suite 120 / Boise
Idaho 83702 / (208) 373-3744

P.U. 200607735

RECORDED
INDEXED
FILED
JUN 23 2006
BOISE, IDAHO

Page W-D-143

2006 JUN 30 PM 4 46
A. HOEL HALLS
CARROLL COUNTY RECORDER
BY [Signature]

RECORDED

200652378

WARRANTY DEED

For Value Received Victor Family Trust, as to an undivided one-half interest
and Robert J. Meyers and Kathi Meyers, husband and wife, as to an undivided one-half
interest

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Richard M. Phillips as Trustee of the Staci Phillips Trust u/t/a dated January 1st, 1995, as
to an undivided 50% interest, and Richard M. Phillips, an unmarried man, individually,
as to an undivided 50% interest

hereinafter referred to as Grantee, whose current address is 210 Murray Street, Boise, ID 83714
the following described premises, to-wit:

See exhibit "A", attached hereto and made a part thereof, by reference and which is comprised of
one (1) page

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

Dated: June 22, 2006

Victor Family Trust

By: [Signature]

Robert J. Meyers

Kathi Meyers

#2 - C-101

50 0 1/2

File No.: 200607735

EXHIBIT A

A portion of the Southwest Quarter of Section 25 and the Northwest Quarter of the Southeast Quarter of Section 25, Township 5 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at the Southwest corner of Section 25 Township 5 North, Range 2 West of the Boise Meridian, Canyon County, Idaho; thence

North 00° 13' 32" West 600.35 feet, to the Northwest corner of Star Ridge Estates Subdivision No. 1, according to the plat filed in Book 32 at Page 37, records of Canyon County, Idaho; thence ALONG THE northerly boundary of said Star Ridge Estates No. 1 and Star Ridge Estates No. 2, according to the plat filed on Book 33 of Plats at Page 50, records of Canyon County, Idaho

North 89° 34' 11" East 25.00 feet to the REAL POINT OF BEGINNING; thence

North 89° 32' 05" East 788.10 feet to a point; thence

North 59° 44' 35" East 263.49 feet to a point; thence

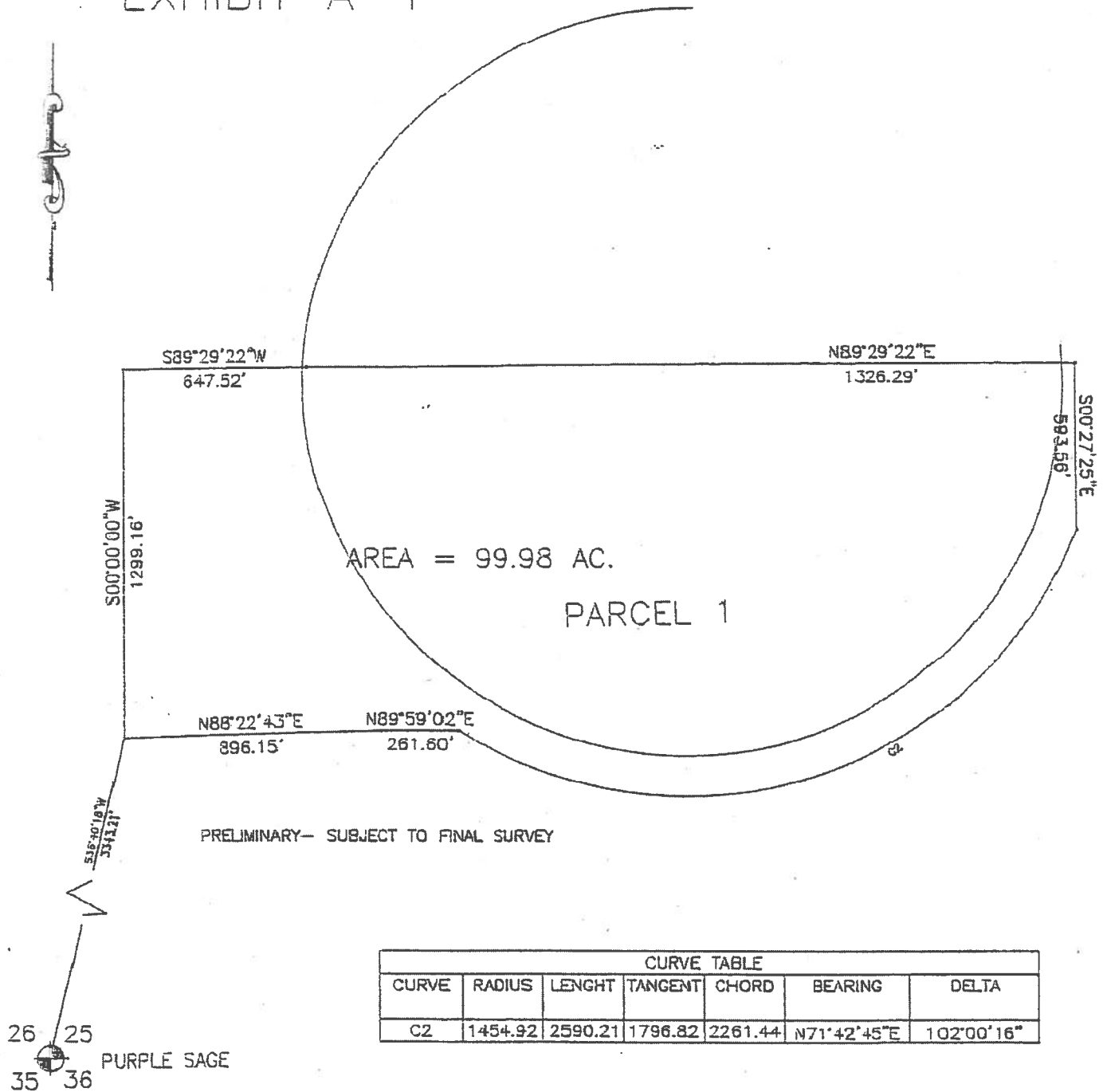
North 11° 07' 35" East 480.02 feet to a point; thence

On a curve to the left with a radius of 1,465 feet, a length a 2,544.27 feet, a delta or central angle of 103°25' 01" and a long chord bearing North 49° 25' 04" East 2,299.66 feet to a point; thence leaving said boundaries

South 88° 22' 43" West 2,863.96 feet to a point; thence

South 00° 13' 32" East 2,025.17 feet to the REAL POINT OF BEGINNING.

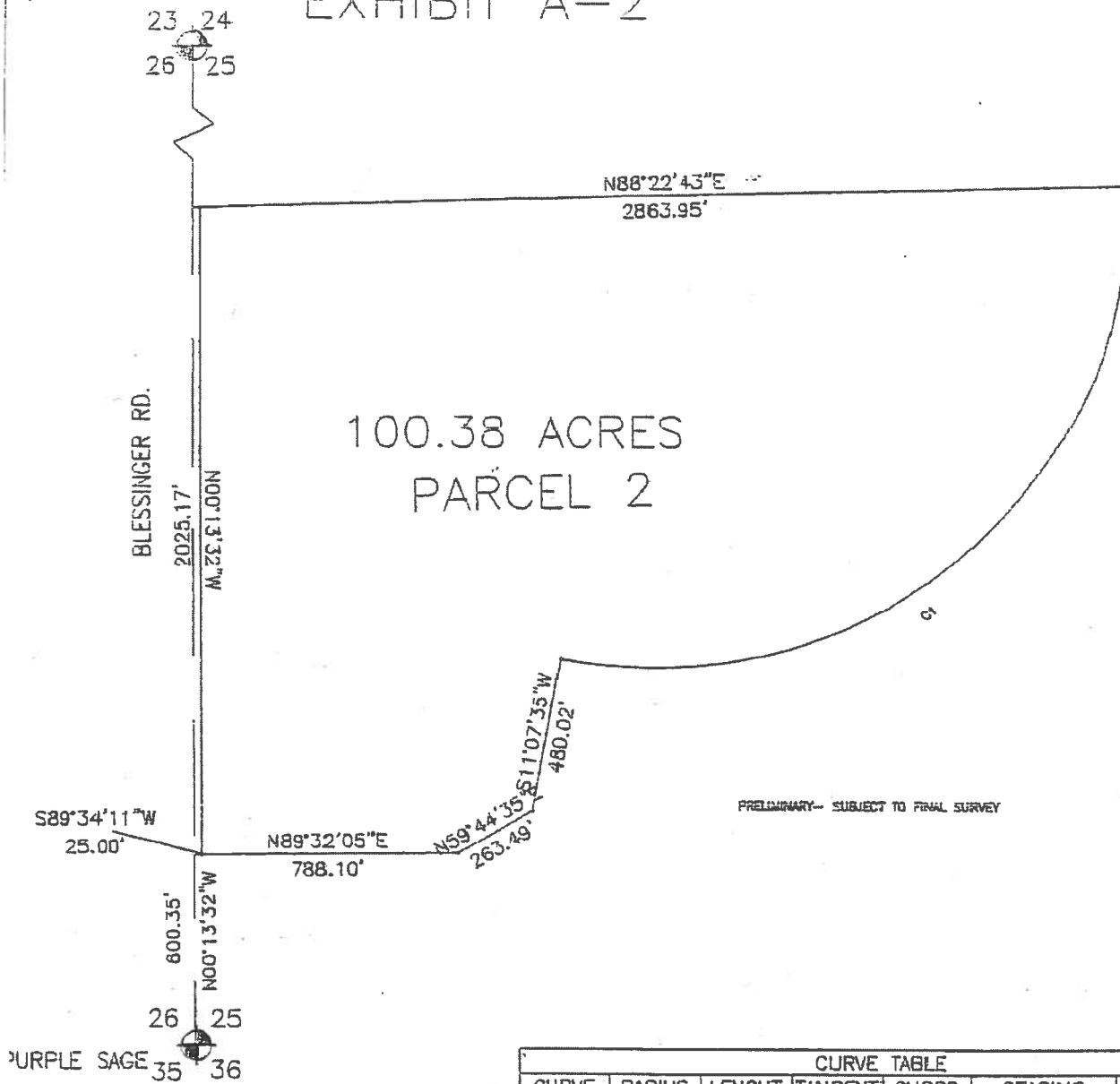
EXHIBIT A-1



V & M BOUNDARY

DRAWN BY: R.B.J.	DATE 3-17-05	PROJECT:
CK'D. BY: R.B.J.	SCALE 1"=500'	PARCEL 1 RELEASE
APPROVED		A PORTION OF SEC. 25, T.5N., R.2W., B.M. CANYON COUNTY, IDAHO
		DRAWING NAME
		HILL STARRIDGE STARRONSMASTER
		SHEET 1 OF 1

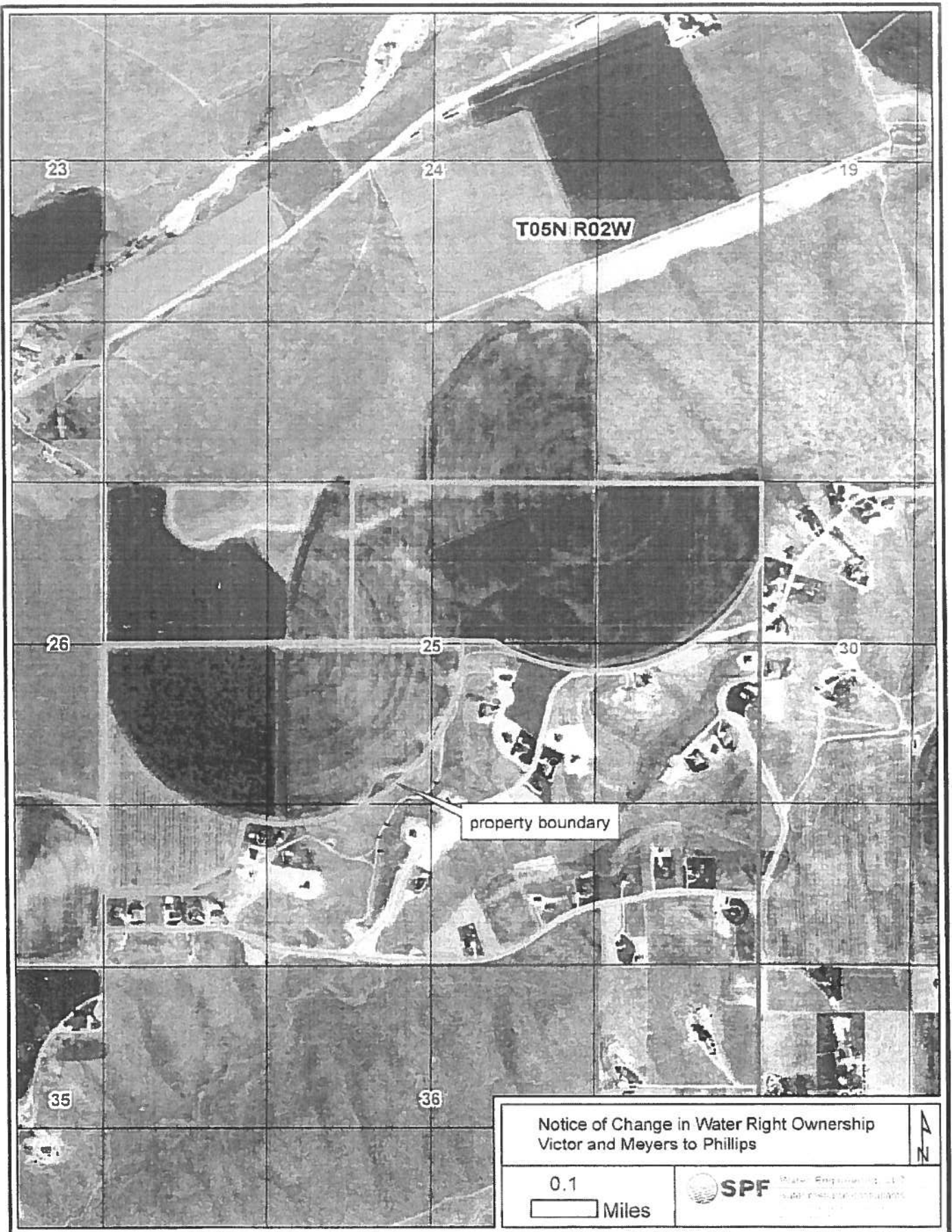
EXHIBIT A-2



CURVE TABLE						
CURVE	RADIUS	LENGHT	TANGENT	CHORD	BEARING	DELTA
C1	1465.00	2644.27	1855.57	2299.66	N49°25'04"E	103°25'01"

V & M BOUNDARY

DRAWN BY: R.B.J.	DATE 3-17-05	PROJECT:
CK'D: BY: R.B.J.	SCALE 1"=500'	PARCEL 2 RELEASE
APPROVED		A PORTION OF SEC. 25, T.5N., R.2W., B.M. CANYON COUNTY, IDAHO
		DRAWING NAME HILL\STARRIDGE\STARRONSMASER
		SHEET 1 OF 1



Notice of Change in Water Right Ownership
Victor and Meyers to Phillips

0.1

Miles



Water Engineering, LLC
SUPERIOR IRRIGATION CONSULTANTS
1000 E. 1000 N. SUITE 100
CORTLAND, NE 69327



TRUST AGREEMENT FOR THE
STACI PHILLIPS TRUST

THIS TRUST AGREEMENT is effective this 1st day of January, 1995, by and between RICHARD M. PHILLIPS, an unmarried person, of Boise, Idaho (hereinafter "Grantor"), and RICHARD M. PHILLIPS, an unmarried person, of Boise, Idaho (hereinafter "Trustee").

W I T N E S S E T H :

WHEREAS, Grantor desires to create hereby a trust of the property hereinafter described and such other property as may be added to said trust from time to time, all to the end of establishing an irrevocable trust for the benefit of the beneficiaries hereinafter set forth, and to do other things as hereinafter set forth;

NOW, THEREFORE, IT IS HEREBY DECLARED:

ARTICLE I

TRUST PROPERTY

The Grantor hereby irrevocably transfers, assigns, and delivers to the Trustee all his right, title, and interest in the property described in Schedule A attached hereto and made a part hereof, and the Trustee agrees to hold that property and all additions thereto and the income therefrom upon the terms and conditions hereinafter set forth. Additional property may from time to time be transferred by the Grantor or by any other person or persons to the Trustee with the Trustee's consent. Such additional property so received shall immediately become a part of the trust property and shall be held, managed, invested, reinvested, and disposed of on the same terms and conditions as the property described in Schedule A.

ARTICLE II

TRUST NAME

The trust created hereunder shall be known as the "STACI PHILLIPS TRUST."

ARTICLE III

TERM OF THE TRUST

This trust begins on the date of this Trust Agreement and ends on the earlier of (1) the date Staci Phillips (hereinafter "Beneficiary") terminates the trust by

exercising the Beneficiary's power to appoint the trust property; (2) the date of the Beneficiary's death if the Beneficiary has appointed the trust property in her last Will (unless the Beneficiary has directed that distributions be postponed, in which case the trust shall continue until the date distributions are to be made); or (3) following the Beneficiary's death, the date the youngest child of the Beneficiary attains the age of twenty-five (25) years, unless the Beneficiary is not survived by any children, in which case the trust shall terminate on the Beneficiary's death.

ARTICLE IV

appointment and shall be so interpreted. The Beneficiary may relinquish any and all powers granted to the Beneficiary herein over any portion or all of the trust property. If the Beneficiary relinquishes powers over a portion but not all of the trust property, the Trustee shall divide the property then held in trust and shall hold and administer any trust property over which the Beneficiary's powers vary in separate trusts. Notwithstanding the foregoing, the Trustee shall have the power to distribute to the Beneficiary such amounts from income and/or corpus as the Trustee determines in the Trustee's sole and absolute discretion are reasonable or desirable for the Beneficiary's health, education, support, and/or maintenance, after taking into account the Beneficiary's other resources. In addition, the Trustee shall, during the term of the trust, distribute to any issue of the Beneficiary such amounts as the Trustee shall determine are necessary or desirable for the health, education, support, or maintenance of the issue of the Beneficiary; provided, however, that, during the Beneficiary's life, the Trustee is prohibited from making any distribution that would discharge any obligation of support that the Beneficiary may owe to such issue.

ARTICLE VI

UPON TERMINATION OF THE TRUST

Upon termination of this trust, the Trustee shall distribute the trust property as directed by the Beneficiary exercising the general power of appointment granted the Beneficiary in Article V hereof. If the Beneficiary has failed to exercise the Beneficiary's general power of appointment, or if the Beneficiary has relinquished such general power of appointment, the Trustee shall distribute the property then held in this trust to those among Beneficiary's issue in such proportions and at such times as the Beneficiary directs in the Beneficiary's Last Will. If the Beneficiary makes no such direction, the Trustee shall distribute the property then held in trust to the Beneficiary's issue, *per stirpes*. If, upon termination of this trust, neither Beneficiary nor any of Beneficiary's issue, if any, are then living, the Trustee shall distribute the trust property among those persons constituting the class consisting of the issue of Jerrene T. Phillips' siblings plus the issue of Richard M. Phillips' siblings, *per capita*.

If, upon termination of this trust, any principal vests in absolute ownership in a minor, the Trustee may, in the Trustee's discretion, hold such interest in trust until said minor attains the age of twenty-five (25) years. The Trustee of any such continued trust will pay so much of the trust's net income and principal to the minor as the Trustee deems appropriate for the minor's health, education, support, or maintenance, adding to principal any undistributed income. When the minor attains the age of twenty-five (25) years, the Trustee will pay the minor all of his/her share of the remaining trust funds, and the trust will end. If the minor dies before attaining the age of twenty-five (25) years, the Trustee will pay all of such funds to whomever the minor appoints in his/her Last Will or, if no appointment is made, to the minor's estate.

ARTICLE VII

PAYMENTS DURING MINORITY OR LEGAL DISABILITY

During the minority or other legal disability of any person other than the Beneficiary to whom payments of income or principal are herein directed to be made, the Trustee may make the payments in any one or more of the following ways:

- (a) Directly to the beneficiary;
- (b) To the legal guardian or conservator of the person or estate of the person;
- (c) By expending the funds for the benefit of the person; or
- (d) By naming a custodian for the person (who may be the Trustee) under any appropriate Uniform Transfers to Minors Act, and making such payments to such custodian.

The Trustee shall not be required to see to the application of any payment so made, but receipts therefor shall be a full discharge of the Trustee.

ARTICLE VIII

SPENDTHRIFT PROVISION

Any person entitled to a distribution hereunder is hereby prohibited from anticipating, encumbering, assigning, or in any other manner alienating his or her interest in either principal or income, and is without power to do so. Nor shall such interest be subject to said person's liabilities or obligations, nor to attachments, executions, or other legal processes, bankruptcy proceedings, or claims of creditors or others. The Trustee may, however, deposit in any bank designated in writing by said person to his or her credit, income or principal payable to such person.

ARTICLE IX

TRUSTEE'S POWERS

The rights, powers, and duties of the Trustee with respect to the management and investment of the trust property, in addition to the powers conferred upon the Trustee by applicable law, shall be as follows:

- (a) Specific Trustee's Powers. Subject to Article X hereof, the Trustee shall have full power and authority to hold, manage, insure, improve, repair, and deal with all property, real and personal, at any time forming part of the trust property; to sell,

contract to sell, convey, transfer, exchange, partition, lease for any term within or extending beyond the duration of this trust, and to grant for like terms the right to mine or drill and remove therefrom gas, oil, or other minerals; to create restrictions, easements, or other servitudes on trust property; to mortgage, pledge, and otherwise dispose of trust property or any interest therein, all in the manner, for the consideration, and upon the terms and conditions as the Trustee, in the Trustee's sole and absolute discretion, shall determine; to employ agents and counsel, including legal and investment counsel, as may be reasonably necessary or desirable in managing, protecting, and investing the trust property, and to pay them reasonable compensation; to settle, compromise, or abandon all claims and demands in favor of or against the trust property; to accept, add to, hold, and retain as a part of the trust property or portion thereof any property of any kind or nature which may at any time be transferred, conveyed, or delivered to the Trustee by any person; to borrow money, either from the Trustee or from others, with or without security, for any purpose, and to assume the payment of and to extend and renew any indebtedness incurred by the Trustee or secured by any property which may at any time form a part of the trust property; to invest and reinvest the trust property in any stocks, bonds, mortgages, notes, or other securities or property of any kind or nature, real or personal, notwithstanding the investments may not be prescribed by law or rule of court for the investment of trust funds, and to change the investments; to buy, sell, hold, and otherwise deal in any and all commodities of every kind and description whatsoever, and to vote any corporate stock, either in person or by proxy, for any purpose; to exercise any conversion privilege or subscription right given to the Trustee as the owner of any security forming a part of the trust property; to consent to, take any action in connection with, and receive and retain any securities resulting from any reorganization, consolidation, merger, liquidation, readjustment of the financial structure, or sale of the assets of any corporation or other organization, the securities of which may constitute a portion of the trust property; and to cause securities or other property which may at any time form a part of the trust property to be issued, held, or registered in the individual name of any Trustee, or in the name of a nominee, or in such form that title will pass by delivery.

The Trustee shall be authorized and empowered, without limitation upon any other powers of the Trustee given herein, to retain the services of investment counsel to advise the Trustee in the investment of the trust property; and, while the Beneficiary is living, I direct that the investment counsel employed by the Trustee shall be designated by the Beneficiary. Compensation paid to the investment counsel shall be a proper charge against the trust.

(b) Discretion of Trustee. All discretion in this Trust Agreement conferred upon the Trustee shall, unless specifically limited, be sole and absolute, and its exercise shall be final and conclusive on all persons interested in the trust. The enumeration of some powers and discretions of the Trustee is not to be construed as limiting their general powers and discretions; nor are they to be limited by any statutory or common law rule, the Trustee being hereby vested with and having as to

the trust property all the powers and discretions that an absolute owner of property

no contributions to the trust have occurred for a period of three (3) years preceding

10. Order of Administration Upon termination of any trust created hereunder pursuant to

CORNEL LARSON shall serve as successors in the order listed. It is my intent that,

ARTICLE XIII

MISCELLANEOUS

(a) Governing Law. This Trust Agreement, including any determination of its validity, interpretation, or performance, shall at all times be governed by the laws of the State of Idaho.

(b) Separate Property Clause. Notwithstanding any community property law, the interest of the Beneficiary in this trust and the interest of any other person entitled to or receiving any property as a result of this trust is the sole and separate property of the Beneficiary and/or recipient, and such intention of the Grantor is by this reference so evidenced. The Trustee shall, and is hereby directed to, provide a statement in any document transferring any property pursuant to this trust that the property so distributed and the income therefrom is the sole and separate property of the distributee.

(c) Saving Clause. In the event any provision of this Trust Agreement shall be held to be invalid, illegal, or unenforceable in whole or in part, neither the validity of the remaining part of such provision nor the validity of any other provision of this Trust Agreement shall in any way be affected thereby.

(d) Gender. When appropriate, the singular as used in this Trust Agreement shall include the plural and vice versa; the masculine shall include the feminine and vice versa; and the neuter, if appropriate, shall include either the masculine or feminine, or vice versa.

(e) Accumulation Saving Clause. If any direction for the accumulation of income shall be held to be void, then, notwithstanding anything hereinbefore contained to the contrary, the income so illegally or improperly directed to be accumulated shall be paid to the Beneficiary.

(f) Perpetuities Saving Clause. Notwithstanding anything herein to the contrary, if this trust or any provision hereof shall violate any applicable rule against perpetuities or any similar rule or law, the Trustee is directed to terminate this trust (or that portion thereof if not all the trust is so limited) on the date limited by such rule or law, and thereupon the property held in this trust (or the applicable portion thereof) shall be distributed to the Beneficiary's issue, *per stirpes*.

(g) Parties Bound. This Trust Agreement shall extend to and be binding upon the Trustee, the Grantor, and the Beneficiary, and upon their heirs, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year in this Trust Agreement first above written.

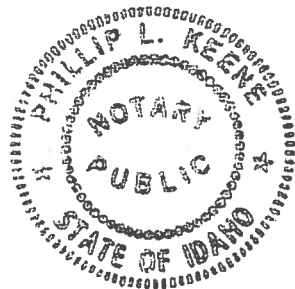


RICHARD M. PHILLIPS

STATE OF IDAHO)
 : ss.
County of Ada)

On this 3rd day of January, 1995, before me, a Notary Public in and for said State, personally appeared **RICHARD M. PHILLIPS**, known or identified to me to be the person whose name is subscribed to the within and 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 for Idaho
Residing at Boise, ID
My Commission expires: 9-6-00

ACCEPTANCE OF TRUST AGREEMENT

The Trustee hereby accepts the within and foregoing Trust Agreement, to which this Acceptance of Trust Agreement is attached, and agrees to carry out the provisions hereof on his part according to the best of his ability; but no Trustee shall be responsible for any mistake in judgment or for any decrease in value of or loss to the trust estate for any cause whatsoever except his own bad faith or gross negligence. No Trustee hereunder shall be required to give any bond or security for the proper discharge of his duties hereunder.

DATED this 1st day of January, 1995.



RICHARD M. PHILLIPS

RECEIVED

MAY 27 1993

Department of Water Resources

Western Regional Office

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: A63-07056A

Date Received: 3/15/1990

Receipt No: C015622

Received By: _____

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name:	HERBERT R MONTIERTH	208-922-4237
Address:	2409 W KUNA CAVE RD	
	KUNA ID	83634
OR		
Name:	DARLENE R MONTIERTH	208-922-4237
Address:	2409 W KUNA CAVE RD	
	KUNA ID	83634
OR		
Name:	EDWARD RAY MONTIERTH	208-922-4975
Address:	1601 POEN RD	
	KUNA ID	83634
OR		
Name:	SUSAN L MONTIERTH	208-922-4975
Address:	1601 POEN RD	
	KUNA ID	83634
OR		
Name:	RODNEY KENT MONTIERTH	208-922-4475
Address:	RT 1	
	KUNA ID	83634
OR		
Name:	DOLLIE MONTIERTH	208-922-4475
Address:	RT 1	
	KUNA ID	83634
OR		
Name:	WILFORD NOLAN VICTOR	208-733-5217
Address:	1520 ADDISON AVE E	
	TWIN FALLS ID	83301
OR		
Name:	RUBY C VICTOR	208-733-5217
Address:	1520 ADDISON AVE E	
	TWIN FALLS ID	83301
OR		
Name:	ROBERT J MEYERS	208-733-4952

Address: 3024 WOODRIDGE DR
TWIN FALLS ID

83301

OR

Name: KATHY L MEYERS

208-733-4952

Address: 3024 WOODRIDGE DR
TWIN FALLS ID

83301

2. Date of Priority: JAN 23, 1968

3. Source: GROUNDWATER

Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
05N	01W	31	NW	SW	NW	2	ADA
	02W	25		SE	NW		CANYON
				SW	SW		CANYON
			NE	NW	SE		CANYON

5. Description of diverting works:

WELL, PUMP, MOTORS, PIPELINES TO SPRINKLER SYSTEM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	2.180		

7. Total Quantity Appropriated is:

2.180 C.F.S. (and/or) 1378.00 A.F.A.

8. Total consumptive use is

Acre Feet Per Annum.

9. Non-irrigation uses:

STOCKWATER INCIDENTAL TO IRRIGATION

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
05N	02W	25	SE	NE		IRR	40.0
			SE	SW		IRR	40.0
			NE	SE		IRR	40.0
			NW	SE		IRR	40.0
			SW	SE		IRR	40.0
			SE	SE		IRR	40.0

Section Acres 240.0

Total Acres 240.0

11. Place of use in counties: CANYON

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

13. Other Water Rights Used:
63-08415

14. Remarks:
SYSTEM INTEGRATED BEFORE 1987. SPLIT BASED ON 63-07056 NOT
A63-07056.
FEES PAID ON RECEIPT #C015622.

15. Basis of Claim: LICENSE

16. Signature(s)

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

Number of attachments: _____

For Individuals:

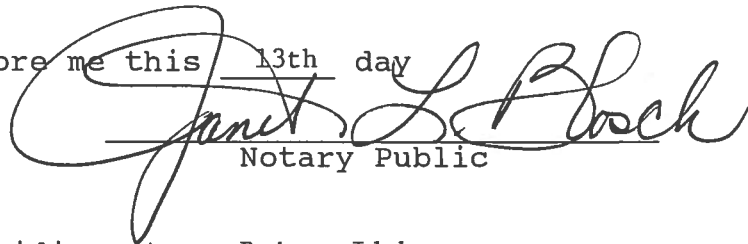
I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): SEE THE ATTACHED SIGNATURE PAGE Date: 5/13/93

_____ Date: _____

State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 13th day
of May 19 93


Notary Public

Seal

Residing at Boise, Idaho

My Commission Expires 3/17/99

SIGNATURE PAGE

Herbert R. Montierth
HERBERT R. MONTIERTH

Herbert R. Montierth
HERBERT R. MONTIERTH as Personal Representative of the Estate of
GOLDA DARLENE MONTIERTH

Rodney Kent Montierth
RODNEY KENT MONTIERTH

Dollie Montierth
DOLLIE MONTIERTH

Edward Ray Montierth
EDWARD RAY MONTIERTH

Susan R. Montierth
SUSAN R. MONTIERTH

Wilford Nolan Victor
WILFORD NOLAN VICTOR

Ruby C. Victor by Nolan Victor
RUBY C. VICTOR BY NOLAN VICTOR, her attorney in fact

Robert J. Meyers
ROBERT J. MEYERS

Kathi L. Meyers
KATHI L. MEYERS



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type
(see instructions on back of page)

DATE OF CLOSING: _____

LEGAL DESCRIPTION OF PROPERTY: Township _____ Range _____
Section _____, 1/4 of _____ 1/4 of _____ 1/4, Govt. Lot _____, BM.
Lot _____, Block _____, Subdivision/Townsite _____
If you have additional legal descriptions, please attach separate sheet.

[] Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)

[] Water Right Number(s) Assigned by IDWR: Ab3-03114, 4387, 7056, 7110, 7142

[] Name and Address of Former Owner/Claimant(s)(Seller): Vanderwey / Norwest Farm Credit

[] New Owner/Claimant (Purchaser): Herbert R Montueth et al - see

[] New Mailing Address: Warranty info

[] New Telephone Number: () _____ - _____

[] Does the change in ownership result in a splitting of the water right owned/claimed? yes no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

[] Attach proof of ownership, describe proof attached: Warranty deed - See file 3114 for copy
(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

☒ Signature of New Owner/Claimant(s) [Signature] Date 5/12/93

[] Signature of Former Owner/Claimant(s): _____ Date _____

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: _____ By: _____

Further Action Needed:

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: _____ By: _____

Claim Numbers of Split, if any:

Original to be mailed to Idaho Department of Water Resources
Copies to Former Owner and New Owner

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: A63-07056
Date Received: 3-2-90
Receipt No: 615622
Received By: _____

MAR 15 1990

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

Department of Water Resources

1. Name: HANK VANDERWEY 208-454-2404
Address: 14040 WILLIS ROAD
CALDWELL, ID 83605
OR
Name: THEA VANDERWEY 208-454-2404
Address: 14040 WILLIS ROAD
CALDWELL, ID 83605
OR
Name: NORWEST AGRICULTURAL CREDIT, INC. 605-339-7477
Address: P.O. BOX 1837
SIOUX FALLS, SD 57117

2. Date of Priority: JAN 23, 1968

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
05N	02W	25	NE	NW	SE		CANYON

5. Description of diverting works:
WELL, PUMP, MOTORS, PIPELINES TO SPRINKLER SYSTEM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	2.580		1378.00

7. Total Quantity Appropriated is:
2.580 C.F.S. (and/or) 1378.00 A.F.A.

8. Total consumptive use is 994.0 Acre Feet Per Annum.

9. Non-irrigation uses:
STOCKWATER INCIDENTAL TO IRRIGATION

A63-07056

Page 1

Date: 03/02/90

4

Total Acres 920.0

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

14. Remarks:

15. Basis of Claim: LICENSE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do do not X 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

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

RIGHT NUMBER: 63-32822

NAME AND ADDRESS: RICHARD M PHILLIPS & STACI PHILLIPS TRUST
RICHARD M PHILLIPS TRUSTEE
210 MURRAY ST
BOISE ID 83714

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.420 CFS
207.000 AFY

This right when combined with Right No. 63-32820 shall provide no more than .02 cfs per acre.

PRIORITY DATE: 01/23/1968

POINT OF DIVERSION:

T05N R01W S31 NWSWN Lot 2 Within ADA County

T05N R02W S25 SENW Within CANYON County

T05N R02W S25 SWSW Within CANYON County

T05N R02W S25 NENWSE Within CANYON County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

03/15 11/15

0.420 CFS
207.00 AFY

The use of water for irrigation under this right may begin as early as March 1, provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early irrigation use and a priority date earlier than the date a partial decree is entered for this right.

PLACE OF USE: IRRIGATION in CANYON County

T05N R02W S25	SENE	37.00	T05N R02W S25	SESW	1.00
---------------	------	-------	---------------	------	------

T05N R02W S25	NESE	2.00	T05N R02W S25	NWSE	6.00
---------------	------	------	---------------	------	------

46 ACRES TOTAL

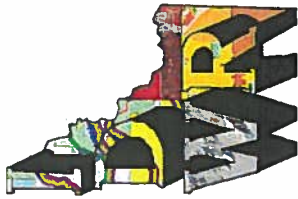
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.

This right is a split from former right 63-7056A.



Idaho Department of Water Resources

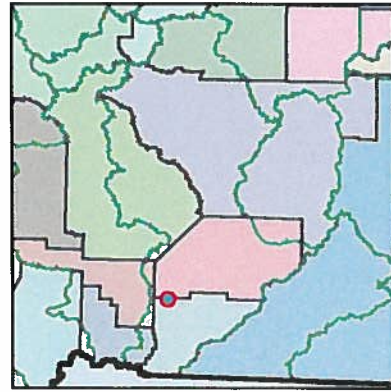
SRBA Recommendation:

63-32822

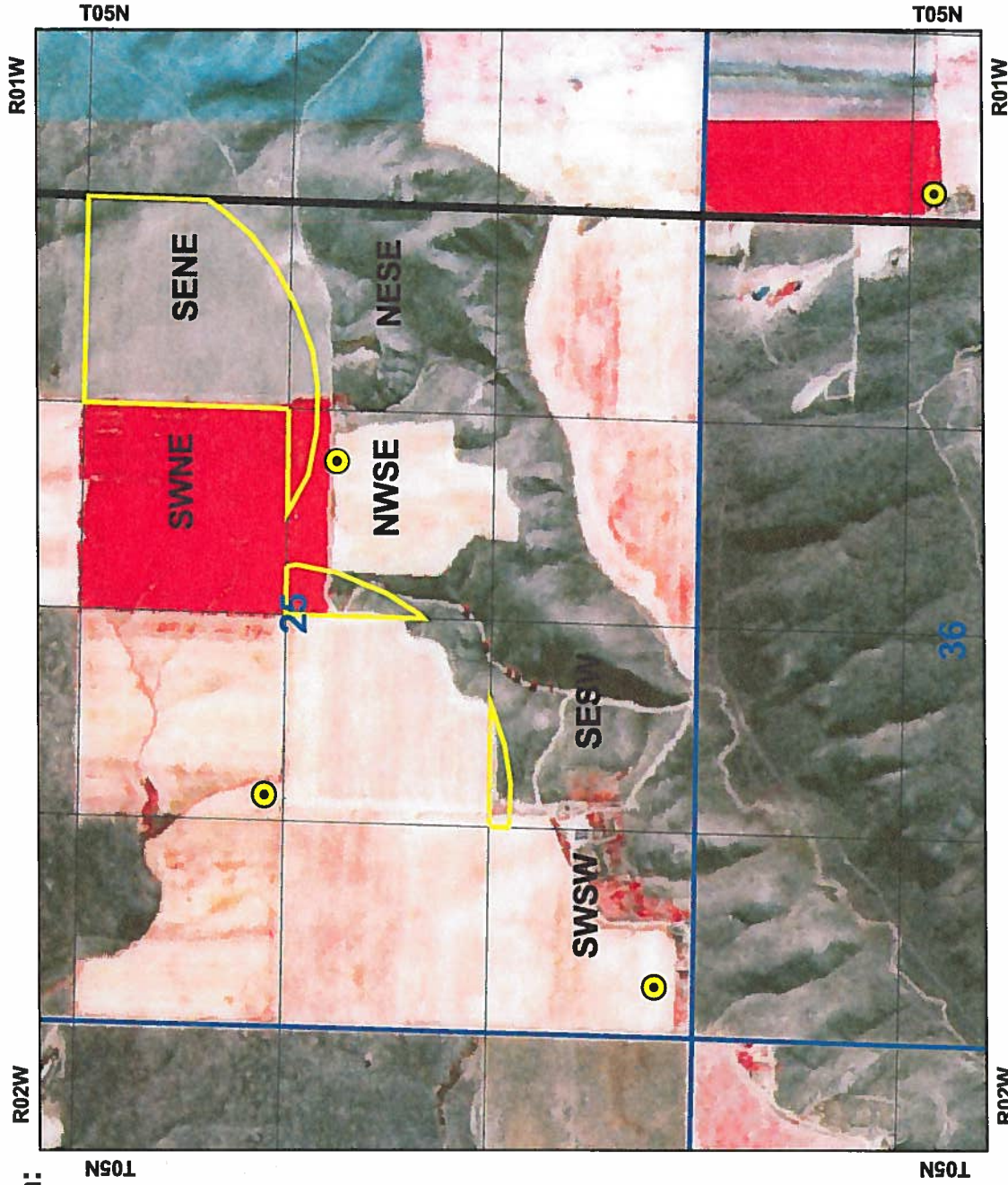
(Irrigation)

Legend

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



Canyon County
IDWR Basin 63



Prepared by K. Walker
On Tuesday, August 21, 2007
1987/88 Aerial Photography

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	)	Water Rights: 63-7056A (Split)
	)	63-32821, 63-32822
Case No. 39576	)	NOTICE OF COMPLETED
	)	ADMINISTRATIVE
	)	PROCEEDING

IDWR has completed the following administrative proceeding:

- ☐ Address change
- XX Substitution of Party
- ☐ IC § 42-222 transfer
- | | |
|---|--|
| ☐ Point of diversion | ☐ Place of use |
| ☐ Period of use | ☐ Nature of use |
| ☐ Split of water right | ☐ Change in ownership |
| ☐ Other | |
- ☐ IC § 42-219 license

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 Report(s)* for said water right(s). 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 Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: August 17, 2007


Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on August 17, 2007, I delivered the original and copies of this form, including all attachments, to the following persons, postage prepaid if required and addressed as follows:

1. Original to:

Clerk of the District Court	☐ overnight mail
Snake River Basin Adjudication	☒ regular mail
P.O. Box 2707	☐ hand-delivered
Twin Falls, ID 83303-2707	☐ facsimile

2. Copies to:

Clive Strong	☐ overnight mail
Off ice of the Attorney General	☒ regular mail
P.O. Box 44449	☐ hand-delivered
Boise, ID 83711-4449	☐ facsimile

United States Dept of Justice	☐ overnight mail
Environment & Natural Resource Div	☒ regular mail
550 West Fort Street MSC 033	☐ hand-delivered
Boise ID 83724	☐ facsimile

3. Copies to all parties to the subcase:

Rodney K Montierth	☐ overnight mail
Rt 1 Box 156	☒ regular mail
Kuna ID 83634	☐ hand-delivered
	☐ facsimile

Edward Ray Montierth	☐ overnight mail
Susan L Montierth	☒ regular mail
825 Heartland Dr	☐ hand-delivered
Nampa ID 83686	☐ facsimile

Darlene E Montierth	☐ overnight mail
2409 W Kuna Cave Rd	☒ regular mail
Kuna ID 83634	☐ hand-delivered

\W Nolan Victor	☐ overnight mail
Ruby C Victor	☒ regular mail
1528 Addison Ave E	☐ hand-delivered
Twin Falls ID 83301	

Robert J Meyers
Kathi L Meyers
3024 Woodridge Dr
Twin Falls ID 83301

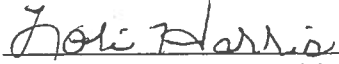
☐ overnight mail
☒ regular mail
☐ hand-delivered
☐ facsimile

Herbert R Montierth Jr
6312 S Zither Ave
Boise ID 83709

☐ overnight mail
☒ regular mail
☐ hand-delivered
☐ facsimile

Richard M Phillips & Staci Phillips Trust
Richard M Phillips Trustee
210 Murray St
Boise ID 83714

☐ overnight mail
☒ regular mail
☐ hand-delivered
☐ facsimile



Signature of person mailing this document



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Web Site: www.idwr.idaho.gov

August 17, 2007

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

RICHARD M PHILLIPS & STACI PHILLIPS TRUST
RICHARD M PHILLIPS TRUSTEE
210 MURRAY ST
BOISE ID 83714

Re: Original Water Right Nos. 63-3114, 63-3365, 63-7056A, 63-7142

Renumbered to Water Right Nos. 63-32818, 63-32820, 63-32822,
63-32824

Dear Mr. Phillips:

We have received and processed a Change of Ownership for a portion of the original Claim to a Water Right Number as referenced above. This change of ownership resulted in a split of the original claim.

When a portion of the original water right has been conveyed to another and the original right has been split, then the original right number is renumbered to represent each split. Each split contains only the portion of the original right for each separate owner. The above referenced new water right number reflects your remaining portion of the original right after the change of ownership. Enclosed is a copy of this new water right for your records. Please refer to your new number when corresponding with our office. Also enclosed is a copy of the Notice of Completed Administrative Proceedings, which has been sent to the SRBA Court as notification of this change.

If you have any questions concerning this ownership change, or the enclosed copy, please feel free to contact this office.

Sincerely,

Lori Harris
Technical Records Specialist 2
Adjudication Section
Western Region Office

LH:1
Enclosures