

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 63-33026
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: 07/23/1957

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	NE	NW	NE	CANYON	
05N	02W	25		SE	NW	CANYON	
05N	01W	31	NW	SW	NW	ADA	
05N	02W	25		SW	SW	CANYON	

5. Description of diverting works:

WELL, PUMP, MOTORS, PIPELINE 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	1.16	450

7. Total Quantity Appropriated is:
1.16 C.F.S. and/or 450 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
05N	02W	25	NW	NE	IRRIGATION	40
			SW	NW	IRRIGATION	40
			SE	NW	IRRIGATION	20
					Section Acres	100
					Total Acres	100

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:

THE WELL FROM WHICH THIS RT. IS TAKEN IS TIED INTO A COMMON SYSTEM WHICH IS USED TO IRRIGATE OVER 900 ACRES. SYSTEM INTEGRATED PRIOR TO 1987.

This right is a split from former right 63-32817 .

15. Basis of Claim: License

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-32817 V1

WATER RIGHT NUMBER: 63-32817 V1

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	EDWARD RAY MONTIERTH
Current Owner	W NOLAN VICTOR
Original Owner	EDNA PATRICK
Original Owner	HANK VANDERWEY
Current Owner	RUBY C VICTOR
Current Owner	ROBERT J MEYERS
Current Owner	DOLLIE MONTIERTH
Original Owner	HUGH WINCHESTER
Current Owner	KATHI L MEYERS
Current Owner	SUSAN L MONTIERTH
Current Owner	DARLENE E MONTIERTH
Original Owner	NORWEST AGRICULTURAL CREDIT INC
Current Owner	RODNEY K MONTIERTH
Original Owner	THEA VANDERWEY
Current Owner	HERBERT R MONTIERTH JR
Attorney	WILLIAM A PARSONS

Priority Date: 07/23/1957

Basis: License

Status: Active

Source

GROUND WATER

TributaryBeneficial Use

IRRIGATION

From To
03/15 to 11/15Diversion Rate
1.900 CFSAnnual Volume
549.00 AFTotal Diversion: 1.900 CFS

549.00 AF

Location of Point(s) of Diversion

GROUND WATER

CANYON County

NE1/4NW1/4NE1/4

Sec. 25, Twp 05N, Rge 02W, B.M.

GROUND WATER

CANYON County

SE1/4NW1/4

Sec. 25, Twp 05N, Rge 02W, B.M.

GROUND WATER

ADA County

L2 (NW1/4SW1/4NW1/4)

Sec. 31, Twp 05N, Rge 01W, B.M.

GROUND WATER

CANYON County

SW1/4SW1/4

Sec. 25, Twp 05N, Rge 02W, B.M.

63-33025

33026

① Phillips = 100 ac ✓
1.16 CFS ✓
450 AF ✓

② 20 ac ✓
0.23 CFS ✓
90 AF ✓

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 63-32817 V1

Place of Use
IRRIGATION

Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
05N	02W	25		40.0	1.0			40.0	20.0	2.0			17.0						120.0

Total Acres: 120

20ac = Montierth, et al

Conditions of Approval:

1. C03 Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.
2. C18 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.
3. E62 This right when combined with Right No. 63-32823 shall provide no more than .02 cfs per acre.
4. S39 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.
5. C04 Right includes accomplished change in purpose of use pursuant to Section 42-1425, Idaho Code.
6. This right is a split from former right 63-3114 .

Remarks:

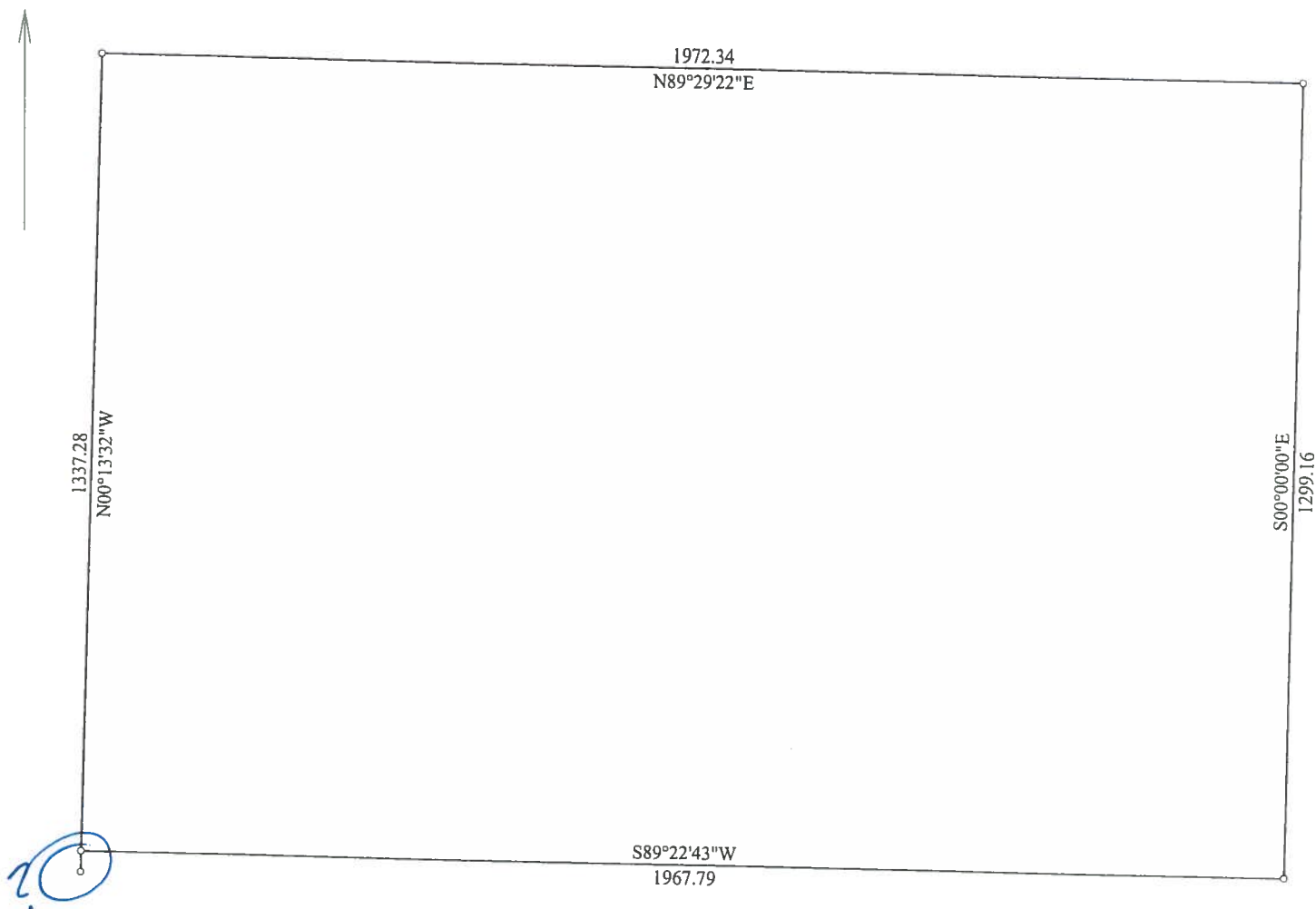
Comments:

Dates and Other Information:

Decreed Date:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Defendant:
Plaintiff:
Civil Case Number:
Judicial District:
Notice of Error Flag:
State or Federal: S
Owner Name Connector: OR
Water District Number:
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

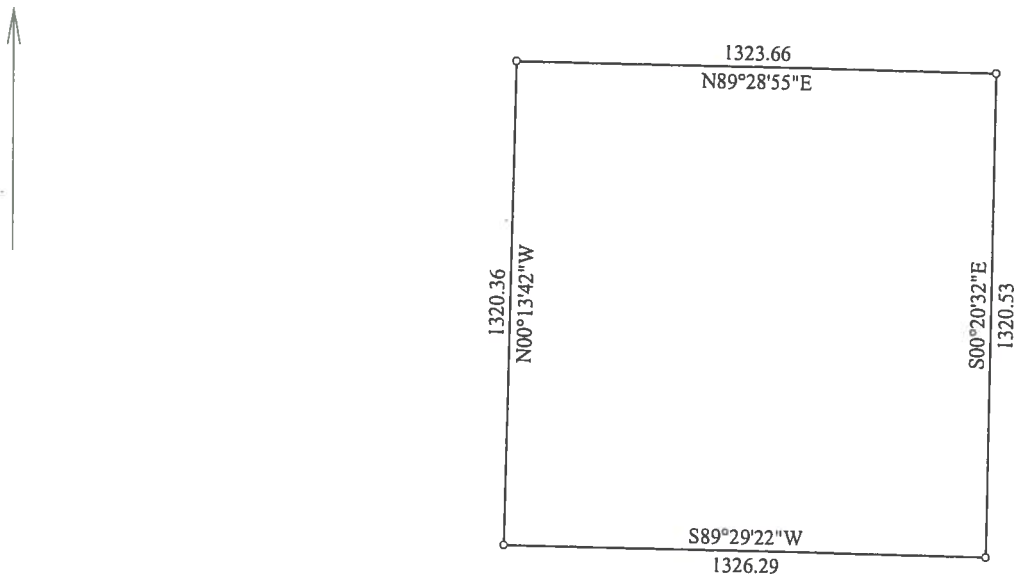
Combined Use Limits:

new numbers?
(or just Phillips new number on their split -



Title:		Date: 04-17-2008
Scale: 1 inch = 286 feet	File: Parcel 3A Phillips.des	
Tract 1: 24.1241 Hectares: 241240.8 Sq M.: Closure = s00.3214w 10.47 M.: Precision = 1/191: Perimeter = 2005 M.		
001=N+1395850.444m E+2296043.477m	004=/N89.3411E 25.00	007=S00.0000E 1299.16
002=Rotate +1.40	005=N00.1332W 1337.28	008=S89.2243W 1967.79
003=/N00.1332W 2625.51	006=N89.2922E 1972.34	

Portion of $S\frac{1}{2}NW$, S25, 5N, 2W



Title:		Date: 04-16-2008
Scale: 1 inch = 528 feet	File: PARCEL3B PHILLIPS.des	
Tract 1: 16.2538 Hectares: 162537.6 Sq M.: Closure = n41.3409e 0.00 M.: Precision =1/571261: Perimeter = 1613 M.		
001=N+1395850.444m E+2296043.477m	005=/N00.1332W 1337.28	009=S00.2032E 1320.53
002=Rotate +1.40	006=/N89.2922E 2619.00	010=S89.2922W 1326.29
003=/N00.1332W 2652.51	007=N00.1342W 1320.36	
004=/N89.3411E 25.00	008=N89.2855E 1323.66	

NWNE, S25, 5N, 2W

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

RECEIVED

MAR 07 2003

**WATER RESOURCES
WESTERN REGION**

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

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (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
	63-32817	Y			
	63-32823	Y			

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 2007

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 63-32817

Water Use	Diversion Rate or Volume	Description
Irrigation	<u>1.16 cfs</u>	<u>100 acres</u>
Stock	<u> </u>	<u> </u>
Domestic	<u> </u>	<u> </u>
Other <u> </u>	<u> </u>	<u> </u>
Total	<u>1.16 cfs/100 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 63-32823

Water Use	Diversion Rate or Volume	Description
Irrigation	<u>0.82 cfs</u>	<u>98 acres</u>
Stock	<u> </u>	<u> </u>
Domestic	<u> </u>	<u> </u>
Other <u> </u>	<u> </u>	<u> </u>
Total	<u>0.82 cfs/98 acres</u>	

Water Right Number: 63-32817
Diversion Rate: 1.39 CFS
Reviewer Name: R. Brown
Date: 14-Mar-07

[illegible]

Water Right Number: 63-32823
Diversion Rate: 1.03 CFS
Reviewer Name: R. Brown
Date: 13-Mar-07

[illegible]

INSTRUMENT NO.

2007050870

PTC

Pioneer Title Co.

GOING BEYOND

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

184638

REQUEST
TYPE Real Fee 9.00

PIONEER TITLE COMPANY

BY William H. Hurst

CARRON S. RECORDER

WILLIAM H. HURST

2007 JUL 24 PM 12 50

RECORDED

2007050870

WARRANTY DEED

For Value Received The Victor Family Living 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 w/va 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: July 19, 2007

The Victor Family Living Trust

By:

Steve C. Victor, Trustee

Robert J. Meyers

Kathi Meyers

STATE OF IDAHO, County of TWIN FALLS ss.

On this 20th day of July, in the year of 2007, before me, KATHY C. EASTERDAY, a notary public personally appeared Steve C. Victor, known or identified to me to be the person whose name is subscribed to the within instrument as Trustee and acknowledged to me that he executed the same as such Trustee.

KATHY C. EASTERDAY
NOTARY PUBLIC
STATE OF IDAHO

Printed name: KATHY C. EASTERDAY
Notary Public of IDAHO
Residing at PIER
Commission expires: 1-30-13

Rerecorded to correct scrivener errors in legal description.

File No.. 200706717

EXHIBIT A**Parcel 3A**

A portion of the South Half of the Northwest Quarter of Section 25 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 2,625.51 feet to a point; thence

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

North 00° 13' 32" West 1,337.28 feet to a point; thence

North 89° 29' 22" East 1,972.34 feet to a point; thence

South 00° 00' 00" East 1,299.16 feet to a point; thence

South 88° 22' 43" West 1,967.79 feet to the REAL POINT OF BEGINNING.

Parcel 3B

The Northwest Quarter of the Northeast Quarter of Section 25 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 2,625.51 feet to a point; thence

North 89° 34' 11" East 25.00 feet to a point; thence

North 00° 13' 32" West 1,337.28 feet to a point; thence

North 89° 29' 22" East 2,619.43 feet to a 1/16 corner, the REAL POINT OF BEGINNING; thence

North 00° 13' 42" West 1,320.36 feet to a 1/16 corner; thence

North 89° 28' 55" East 1,323.66 feet to a 1/16 corner; thence

South 00° 20' 32" East 1,320.53 feet to a 1/16 corner; thence

South 89° 29' 22" West 1,326.29 feet to the REAL POINT OF BEGINNING.

2007074326

RECORDED

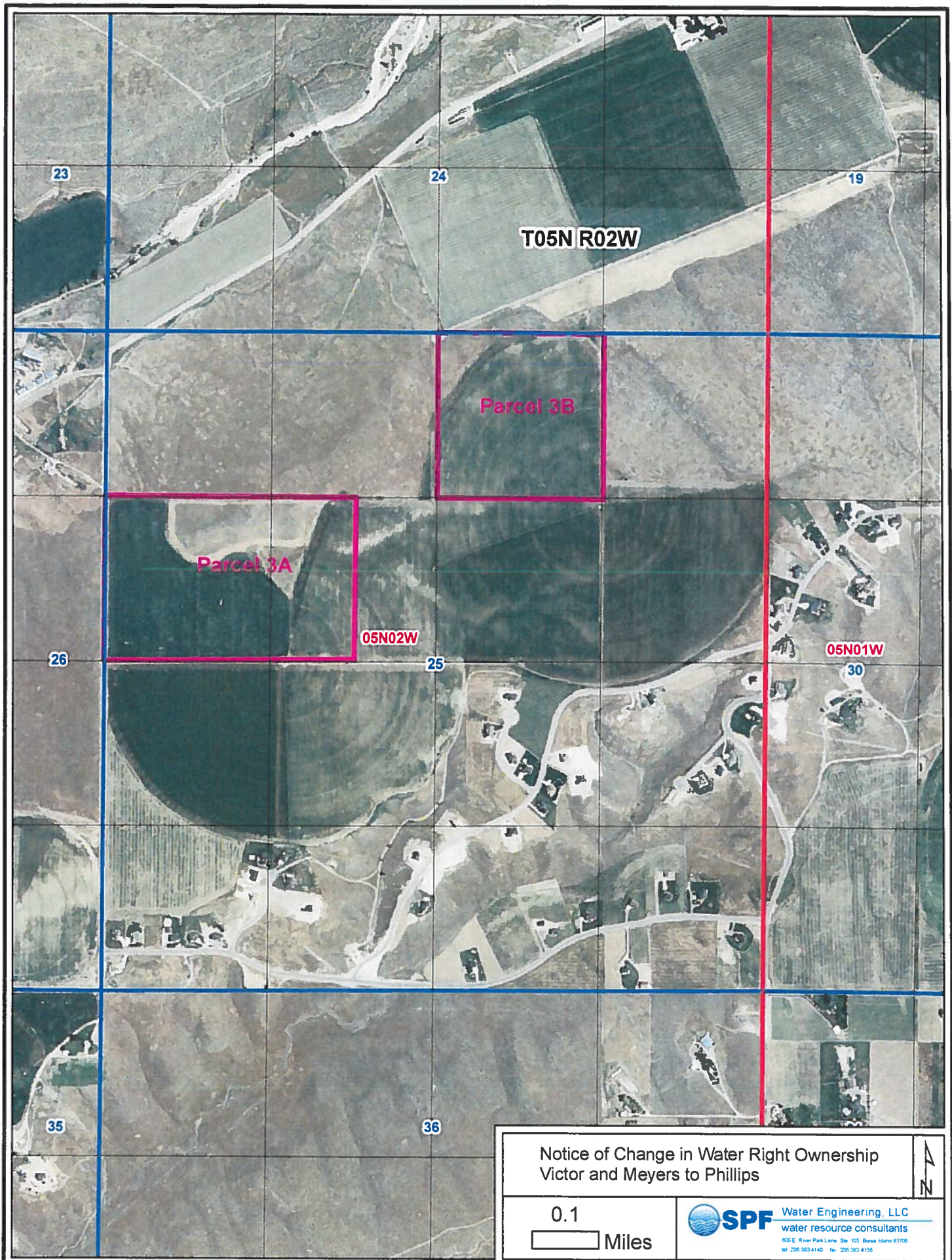
2007 NOV 8 PM 4 46

WILLIAM H. HURST
CANYON COUNTY RECORDER
BY *J. Hurst*

PIONEER TITLE COMPANY

REQUEST

TYPE *Filed* FEE *9.00*



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

0.1

Miles



Water Engineering, LLC
water resource consultants

600 E. River Park Lane Ste 105 Boise Idaho 83706
tel: 208 363 4142 fax: 208 363 4156

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 63-32817
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)

EDWARD RAY MONTIERTH Phone: (208) 989-8310
825 HEARTLAND DR
NAMPA ID USA 83686

W NOLAN VICTOR Phone: (208) 733-1359
1528 ADDISON AVE E
TWIN FALLS ID USA 83301

RUBY C VICTOR Phone: (208) 733-1359
1528 ADDISON AVE E
TWIN FALLS ID USA 83301

ROBERT J MEYERS Phone: (208) 733-4952
3024 WOODRIDGE DR
TWIN FALLS ID USA 83301

DOLLIE MONTIERTH Phone: (208) 922-4475
RT 1
KUNA ID USA 83634

KATHI L MEYERS Phone: (208) 733-4952
3024 WOODRIDGE DR
TWIN FALLS ID USA 83301

SUSAN L MONTIERTH Phone: (208) 463-8163
825 HEARTLAND DR
NAMPA ID USA 83686

DARLENE E MONTIERTH Phone: (208) 922-4237
2409 W KUNA CAVE RD
KUNA ID USA 83634

RODNEY K MONTIERTH Phone:
RT 1 BOX 156
KUNA ID USA 83634

HERBERT R MONTIERTH JR Phone: (208) 407-2243
6312 S ZITHER AVE
BOISE ID USA 83709

2. Date of Priority: 07/23/1957

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	NE	NW	NE	CANYON	
05N	02W	25		SE	NW	CANYON	
05N	01W	31	NW	SW	NW	ADA	
05N	02W	25		SW	SW	CANYON	

5. Description of diverting works:

WELL,PUMP,MOTORS,PIPELINE 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	1.39	

7. Total Quantity Appropriated is:
1.39 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	NW	NE	IRRIGATION	40		
			SW	NE	IRRIGATION	1		
			SW	NW	IRRIGATION	40		
			SE	NW	IRRIGATION	20		
			NE	SW	IRRIGATION	2		
			SW	SW	IRRIGATION	17		
Section Acres						120		
Total Acres						120		

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:

THE WELL FROM WHICH THIS RT. IS TAKEN IS TIED INTO A COMMON SYSTEM WHICH IS USED TO IRRIGATE OVER 900 ACRES. SYSTEM INTEGRATED PRIOR TO 1987.

This right is a split from former right 63-3114 .

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	Y			
	63-3365	Y			
	63-7056A	Y			
	63-7142	Y			

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)

Steve's Trust by Richard M. Phillips Trustee
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 <u>JBL</u>	Date <u>6-11-07</u>	Fee <u>N/A</u>
Receipted by _____	Date _____	Receipt No. _____
Processed by <u>JBL</u> AJ	Date <u>8-15-07</u>	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	<u> </u>	<u> </u>
Domestic	<u> </u>	<u> </u>
Other <u> </u>	<u> </u>	<u> </u>
Total	<u>1.29 cfs/155 acres</u>	<u> </u>

JUN 30, 2005 8:47AM

PIONEER TITLE



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

RECORDED
JUL 1 PM 4 49
SCHOEL HALLS
CANYON CITY RECORDER
BY *Debra Johnson*

200538003

PIONEER - NAMP

REQUEST
TYPE *Rec'd* FEE *91*

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 210 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 28, 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

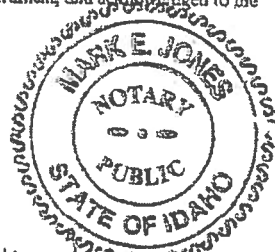
South 89° 59' 02" West 261.60 feet to a point, thence leaving said boundary

South 88° 22' 43" West 896.15 feet to the POINT OF BEGINNING.

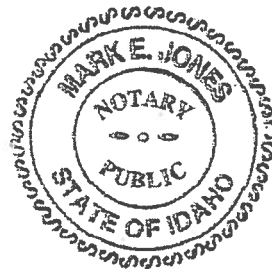
STATE OF IDAHO, County of TWIN FALLS, ss.

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: 12-1-06

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.



Mark E. Jones
 Notary Public of Idaho
 Residing at TWIN FALLS
 Commission expires: 12-1-06



Pioneer Title Co.

GOING BEYOND

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

PN 200607735

PROJECT
PIONEER-NAMTA
FEE 9:

Page W-D-123

CARROLL COUNTY RECORDER
BY [Signature]

2006 JUN 30 PM 4:40

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]

[Signature]
Robert J. Meyers

[Signature]
Kathi Meyers

#2 CEM
60 3 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

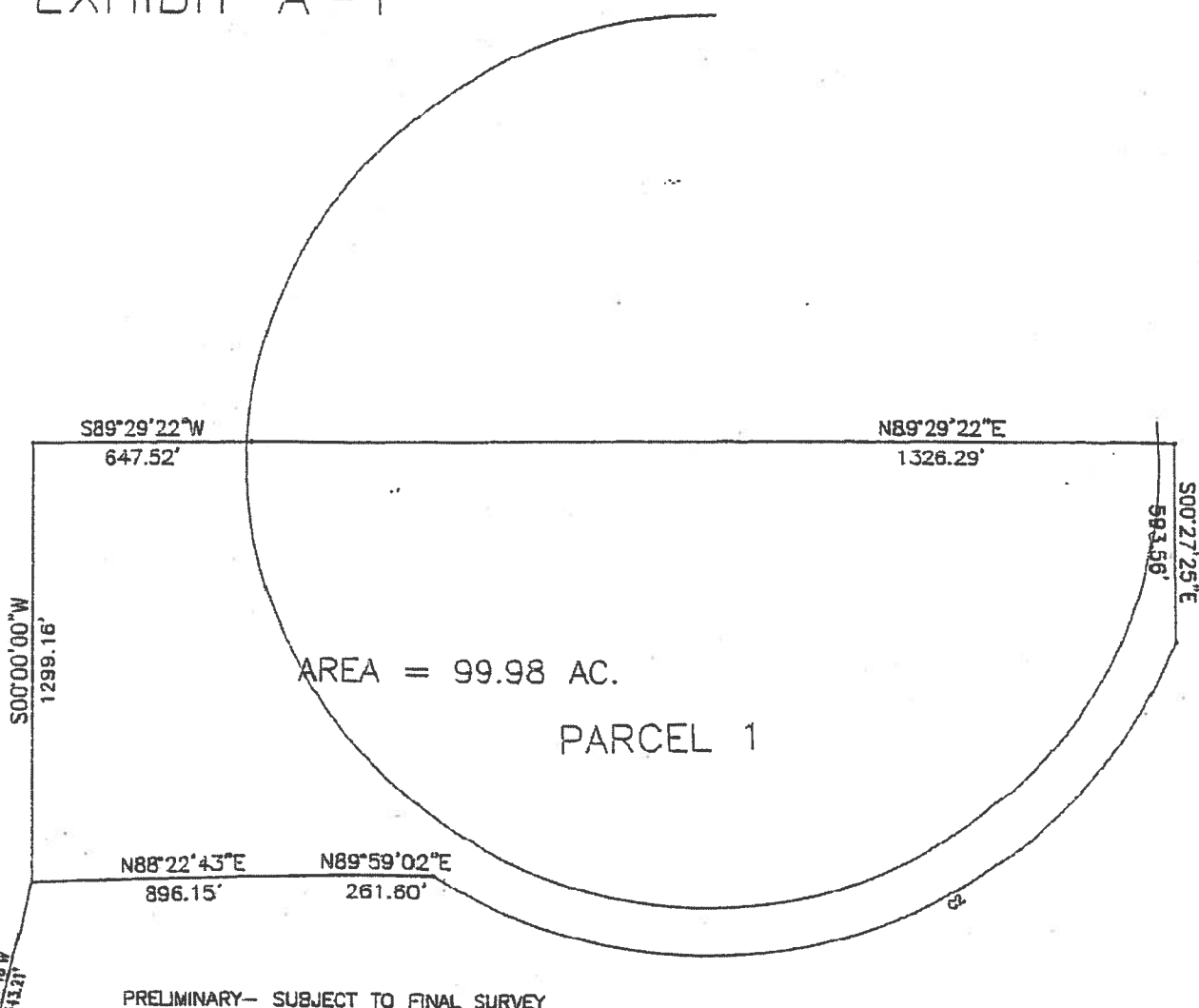
North 11° 07' 35" East 480.02 feet to a point; thence

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 38° 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



PRELIMINARY— SUBJECT TO FINAL SURVEY

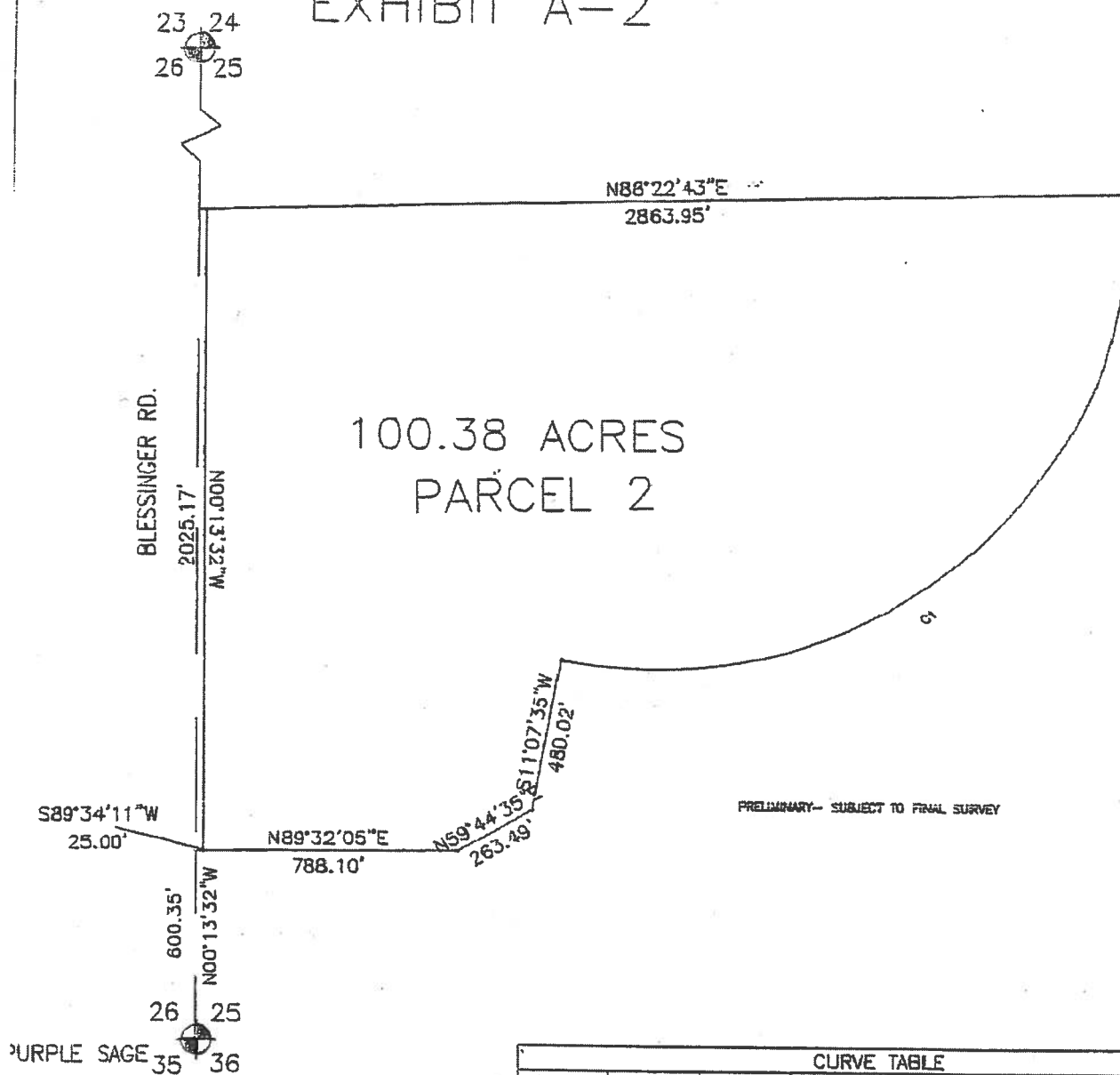
CURVE TABLE						
CURVE	RADIUS	LENGHT	TANGENT	CHORD	BEARING	DELTA
C2	1454.92	2590.21	1796.82	2261.44	N71°42'45"E	102°00'16"

26 25
35 36 PURPLE SAGE

V & M BOUNDARY

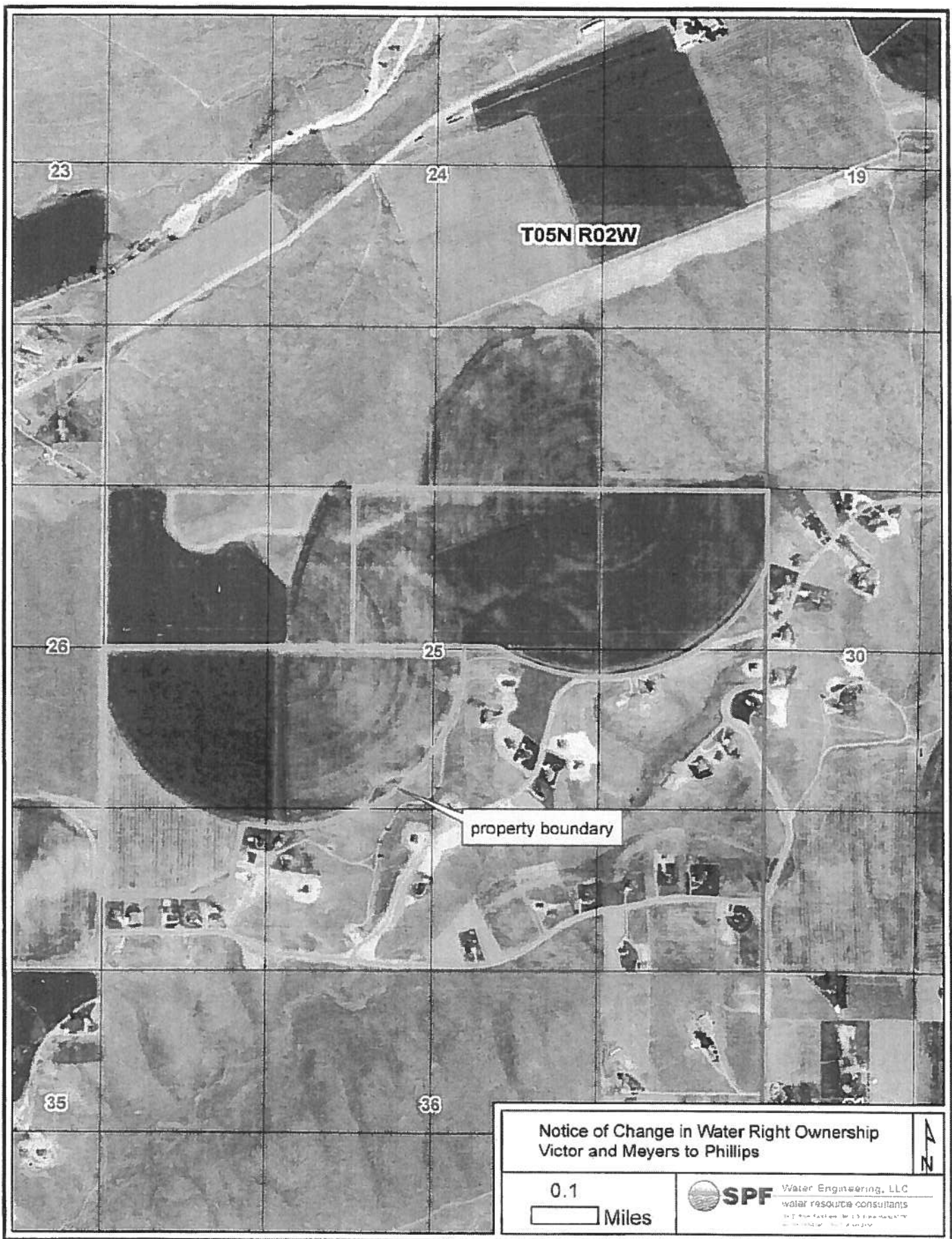
DRAWN BY: R.B.J.	DATE 3-17-05	PROJECT:
CK'D BY: R.B.J.	SCALE 1"=500'	PARCEL 1 RELEASE
APPROVED		
A PORTION OF SEC. 25, T.5N., R.2W., B.M. CANYON COUNTY, IDAHO		DRAWING NAME HILL\STARRIDGE\STARRONSMASTER SHEET 1 OF 1

EXHIBIT A-2



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



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

of termination. 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.

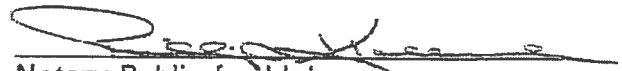
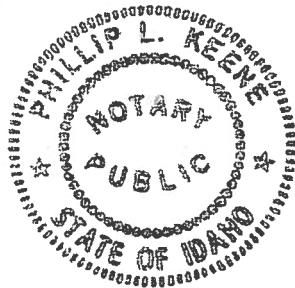


RICHARD M. PHILLIPS

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 Bonanza
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

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: **A63-03114**
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	208-922-4375
Address:	1601 POEN RD	
	KUNA ID	83634
OR		
Name:	SUSAN L MONTIERTH	208-922-4375
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	208-733-5717
Address:	1520 ADDISON AVE E	
	TWIN FALLS ID	83301
OR		
Name:	RUBY C VICTOR	208-733-5717
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: JUL 23, 1957

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		ADA
	02W	25	NE	NW	NE		CANYON
				SE	NW		CANYON
				SW	SW		CANYON

5. Description of diverting works:

WELL,PUMP,MOTORS,PIPELINE 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	3.180		

7. Total Quantity Appropriated is:

3.180 C.F.S. (and/or)

A.F.A.

8. Total consumptive use is 962.5 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	NW	NE		IRR	40.0
			SW	NE		IRR	40.0
			SW	NW		IRR	40.0
			SE	NW		IRR	40.0
			NE	SW		IRR	40.0
			NW	SW		IRR	40.0
			SW	SW		IRR	35.0

Section Acres 275.0

Total Acres 275.0

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:

63-03365, 7056, 7110, 7142, 8415

14. Remarks:

THE WELL FROM WHICH THIS RT. IS TAKEN IS TIED INTO A COMMON SYSTEM WHICH IS USED TO IRRIGATE OVER 900 ACRES. SYSTEM INTEGRATED PRIOR TO 1987.

15. Basis of Claim: LICENSE

Water Right Number: 27003

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: MAY 13, 1993
FOR SIGNATURES

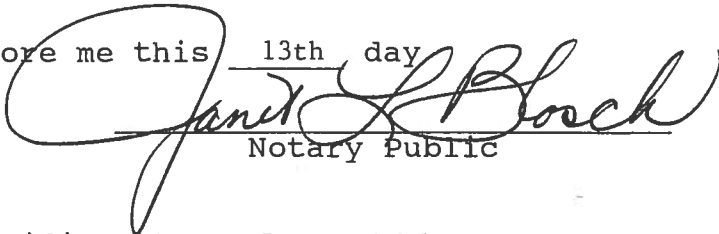
Date: _____

State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 13th day

of May 19 93

Seal


Notary Public

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 L. Montierth
SUSAN L. MONTIERTH

Wileford Nolan Victor
WILEFORD 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: Ap3-03114, 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

PIONEER TITLE CO.

KNOW ALL MEN BY THESE PRESENTS:

RUBY C. VICTOR, hereinafter referred to as PRINCIPAL, in the County of Ada, State of Idaho, does appoint NOLAN VICTOR as her attorney and lawful attorney.

ADA COUNTY, ID. FOR

J. DAVID NAVARRO

RECORDED

BY

[Signature]
300

In principal's name, and for principal's use and benefit, said attorney is authorized hereby;

93 MAY 21 PM 12 40

- (1) To demand, sue for, collect, and receive all money, debts, accounts, legacies, bequests, interest, dividends, annuities, and demands as are now or shall hereafter become due, payable, or belonging to principal, and take all lawful means, for the recovery thereof and to compromise the same and give discharges for the same;
- (2) To buy and sell land, make contracts of every kind relative to land, any interest therein or the possession thereof, and to take possession and exercise control over the use thereof;
- (3) To buy, sell, mortgage, hypothecate, assign, transfer, and in any manner deal with goods, wares and merchandise, choses in action, certificates or shares of capital stock, and other property in possession or in action, and to make, do, and transact all and every kind of business of whatever nature;
- (4) To execute, acknowledge, and deliver contracts of sale, escrow instructions, deeds, leases including leases for minerals and hydrocarbon substances and assignments of leases, covenants, agreements and assignments of agreements, mortgages and assignments of mortgages, conveyances in trust, to secure indebtedness or other obligations, and assign the beneficial interest thereunder, subordinations of liens or encumbrances, bills of lading, receipts, evidences of debt, releases, bonds, notes, bills, requests to reconvey deeds of trust, partial or full judgments, satisfactions of mortgages, and other debts, and other written instruments of whatever kind and nature, all upon such terms and conditions as said attorney shall approve.

Giving and granting to said attorney full power and authority to do all and every act and thing whatsoever requisite and necessary to be done relative to any of the foregoing as fully to all intents and purposes as principal might or could do if personally present.

All that said attorney shall lawfully do or cause to be done under the authority of this power of attorney is expressly approved.

Dated: March 17, 1992

[Signature: Ruby C. Victor]
Ruby C. Victor

STATE OF IDAHO, COUNTY OF TWIN FALLS

On this 17 day of March, 1992, before me a notary public in and for said State, personally appeared Ruby C. Victor, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

[Signature: Roselle Robinson]
Notary Public
Residing at Twin Falls, Idaho



REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of April, 1991, by and between NORWEST AGRICULTURAL CREDIT, INC., a corporation authorized to do business in Idaho, hereinafter referred to as the "Seller," and ROBERT J. MEYERS and KATHI L. MEYERS, husband and wife, collectively as to an undivided one-third interest; WILFORD NOLAN VICTOR and RUBY C. VICTOR, husband and wife, collectively as to an undivided one-third interest; HERBERT R. MONTIERTH and DARLENE R. MONTIERTH, husband and wife, EDWARD RAY MONTIERTH and SUSAN L. MONTIERTH, husband and wife, and RODNEY KENT MONTIERTH and DOLLIE MONTIERTH, husband and wife, collectively as to an undivided one-third interest, all hereinafter collectively referred to as the "Buyer," and all named buyers being tenants in common in the undivided interests set forth above;

W I T N E S S E T H:

Seller agrees to sell to Buyer on performance of all of the agreements and covenants of Buyer at the time and in the manner hereinafter specified, and convey or cause to be conveyed by the legal owner or owners thereof by good and sufficient Warranty Deed and Bill of Sale, free of all liens and encumbrances excepting any that may have attached by reason of any act, deed or omission of said Buyer, and

excepting any lien to which this Agreement is expressly made subject, the following described real and personal property, to-wit:

The South one-half; the South one-half of the North one-half and the Northwest Quarter of the Northeast Quarter, all in Section 25, Township 5 North, Range 2 West, Boise Meridian, Canyon County, State of Idaho.

All situate in County of Canyon, State of Idaho, subject to rights of way and easements for roads, utilities and irrigation ditches as same exist or appear of record, and real property taxes.

Lots 3 and 4 of Section 30, Township 5 North, Range 1 West of the Boise Meridian; and Lots 1 and 2 and the East one-half of the Northwest Quarter, and all of the Northeast Quarter of Section 31, Township 5 North, Range 1 West of the Boise Meridian, Ada County, Idaho.

All situate in County of Ada, State of Idaho, subject to rights of way and easements for roads, utilities and irrigation ditches as same exist or appear of record, and real property taxes.

Together with all water and water rights of every kind and description and however evidenced, used upon or appurtenant to said properties described herein.

Said real property being sometimes known as the "Vanderwey Farm," located partly in Canyon County, Idaho, and partly in Ada County, Idaho, hereinafter referred to as "the farm."

Personal Property:

Those items as listed on Exhibit "A" attached hereto, made and part hereof,

and, by this reference, incorporated herein as if set forth in full.

Buyer agrees to buy the said above described real and personal property and to pay Seller therefor the sum of three hundred eighty three thousand six hundred dollars (\$383,600.00), lawful money of the United States, payable in the manner as follows, to-wit:

A. \$39,900.00 in cash, payable at the time Buyer exercises that certain option to purchase the above-described real and personal property, said sum to be applied to reduce the purchase price above set forth.

B. The balance of the purchase price in the sum of \$343,700.00 shall be evidenced by a Promissory Note bearing interest to be calculated in accordance with the following paragraph entitled Calculation of Interest, said promissory note to be paid in annual payments of \$39,900.00 per year, including interest, with the first annual payment to be made on the 1st day of March, 1993, and a like annual payment on the 1st day of March of each and every year thereafter up to and including the payment of March 1, 2011. On March 1, 2012, the entire remaining unpaid balance of principal, together with accrued interest, shall be paid in full by Buyer to Seller.

All annual payments shall be credited first to accrued interest and the balance to principal.

Buyer may prepay any amount, or the entire amount of the unpaid balance at any time, or from time to time, without penalty. All prepayments shall be first applied to the accrued interest and the balance to principal. Any prepayment or prepayments made shall not defer the date upon which the entire remaining principal balance, together with accrued interest due and owing, on the promissory note shall be due and payable in full.

Calculation of Interest: The interest on the unpaid balance due under the promissory note, above described, shall commence on March 1, 1992; the interest rate on the unpaid balance due under the promissory note will be calculated at a variable rate computed as follows:

- (a) The interest rate shall be nine and three-fourths percent (9.75%) per annum on the deferred and unpaid principal balance for the period March 1, 1992, through February 28, 2002; then
- (b) the interest rate shall be "prime rate" plus one half of one percent (0.5%) per annum on the deferred and unpaid principal balance for the period March 1, 2002, through March 1, 2012; provided, however, the maximum rate of interest payable hereunder shall be the sum of twelve percent (12%) per annum;
- (c) the interest rate shall be adjusted at the times and in the manner set forth below:

The interest rate for the period March 1, 2002, to March 1, 2003, shall be the prime rate in effect as of March 1, 2002, plus one half of one percent (0.5%) per annum. The interest rate shall be adjusted annually on March 1st of each year thereafter through March 1, 2011.

- (d) The prime rate referred to herein shall be the prime rate which is published by the Norwest Bank Minnesota, N.A. This shall be the same as the National Prime Rate listed in the Wall Street Journal as of the date of adjustment. All regular annual payments made under the terms of the promissory note and any prepayments shall first be applied to accrued interest as calculated according to this paragraph entitled Calculation of Interest, and the balance of such payment or prepayment shall be applied to reduce the principal.

IT IS FURTHER EXPRESSLY COVENANTED AND AGREED by and between the parties hereto as follows:

1. **POSSESSION:** The Seller shall deliver and surrender possession of the above described real and personal property to Buyer at such time as Buyer exercises Buyer's Option to Purchase the said real and personal property, pays the \$39,900.00 option money as required, and complies with all other terms and conditions set forth in said Option to Purchase.

2. **LIENS:** The real property described herein shall be conveyed by Seller to Buyer free and clear of all

liens, excepting those set forth hereinafter in paragraph 4, Title.

3. TITLE:

3.01 It is understood and agreed that the title to the real property described herein must be conveyed and transferred from Seller to Buyer free and clear of all liens and encumbrances excepting for mineral right reservations and/or leases now of record, reservations in patents, restrictions, municipal regulations, any municipal liens of record, easements or rights-of-way now of record or visible on physical inspection, the general taxes for the year 1991 and subsequent years, the mortgage from Buyer to Seller, and such other exceptions that are set forth in the title insurance policy, a copy of which is attached hereto as Exhibit "B" and, by reference, made a part hereof.

This instrument will not allow the use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate City or County planning department to verify approved uses.

3.02. When title to said property is marketable and insurable and then Buyer neglects or refuses to comply with the terms of any conditions of sale within fifteen (15) days from the date upon which said term or condition is to

be complied with, then all payments previously made by Buyer, including any option money paid upon the exercising of the Option to Purchase, shall be, at the option of Seller, forfeited to Seller to be considered as liquidated damages.

4. **TITLE INSURANCE:** Seller shall furnish at Seller's own expense, a title insurance policy in the amount of \$350,000.00, showing marketable and insurable title in Buyer subject to the liens, encumbrances and defects elsewhere set out herein to be assumed by Buyer. Prior to closing this transaction, Seller shall furnish to Buyer a commitment for a title insurance policy showing the condition of the title to said property. Buyer shall have three (3) days from the receipt of the commitment or until 24 hours prior to closing, whichever is less, within which to object in writing to the condition of the title as set forth in the commitment. If Buyer does not object within such time period, Buyer shall be deemed to have accepted the condition of the title. This provision shall remain after issuance of the deed. It is agreed that if the title to said property is not marketable, or cannot be made so within the time set forth above, then this Agreement shall, at the option of Buyer, become null and void and Buyer shall not be obligated to complete the purchase of the property, and the option money heretofore paid to exercise the Option to

Purchase, shall be refunded to Buyer. Seller shall pay for the cost of the title insurance.

5. CONVEYANCE: The real property shall be conveyed by a warranty deed subject to the exceptions set forth herein. The personal property shall be conveyed by bill of sale.

6. TAXES AND ASSESSMENTS: Taxes and assessments on the above-described real property for the year 1990 and all prior years shall be paid by Seller. Taxes and assessments on the above-described real property for the year 1991 and all subsequent years shall be paid by Buyer.

7. CLOSING:

7.01. The closing date shall be as soon as possible after Buyer's exercising its Option to Purchase and complying with all of the terms and conditions contained therein.

7.02. Notwithstanding the foregoing, the closing date shall not be beyond March 1, 1992. If, for any reason, this transaction cannot be closed by that date, and if all documents have been signed and assurance has been given that the problem causing the delay can be cured, then this closing date shall be automatically extended to March 15, 1992.

7.03. The closing agent shall be Pioneer Title Company, 100 - 10th Avenue South, Nampa, ID 83651, and closing shall be accomplished as set forth in the Option to Purchase document. All costs shall be paid as set forth in the Option to Purchase document.

7.04. The attorney for Seller shall prepare the warranty deed, bill of sale, security documents, and any and all other documents necessary to complete the closing of this transaction. The costs thereof shall be paid by Seller. Recording fees shall be paid as set forth in the Option to Purchase document.

8. **MINERAL RIGHTS:** It is agreed that Seller has not in any manner represented that it is the owner of any oil, gas, and/or mineral rights in, under or upon said property. However, Seller does hereby agree to convey to Buyer any such oil, gas, and/or mineral rights which they presently have in said real property.

9. **WATER RIGHTS:** All water and water rights appurtenant to or appertaining to the farm, including well licenses and filings shall be assigned and transferred to Buyer. All notices of claims for all the wells on the farm have been filed with the Idaho Department of Water Resources as required for the Snake River Adjudication.

10. **REPRESENTATIONS:** Buyer acknowledges that they have not received nor relied upon any statements or

representations made to them by Seller, its agents, or broker, regarding the effect of this transaction upon their respective tax or legal liabilities, or as to any profit or loss they may receive or sustain as the result of this transaction. Seller and broker recommend that Buyer consult their own attorney and tax consultant.

11. INSPECTION:

11.01. Buyer has personally inspected the said property being purchased. Herbert, Ray and Rodney Montierth farmed the farm in 1990 and, therefore, have direct personal knowledge of the farm property and is not relying upon any statements made by Seller, its agents or broker as to the condition of the farm, zoning, regulations, physical location of property boundary lines, present value, or future value. Buyer is satisfied to accept the real and personal property in its present condition, knowing that there is deferred maintenance of the buildings and equipment on the farm.

11.02. Seller, not having operated the farm nor used the dwellings, outbuildings, feedlot or any of the irrigation system, including the electric motors, irrigation and domestic well pumps, the main line, wheel lines and hand lines, being the personal property which is included in this transaction, does not guarantee the operation or condition of the said buildings and irrigation equipment, the domestic

water system, septic sewerage system, feedlot drainage system, any of the mechanical and electrical equipment in the dwelling and/or used to operate the irrigation system or the general condition of the buildings, irrigation system and farmland or productivity of the farmland. Likewise, Seller has not been involved with any of the environmental or ecological issues or problems involving the farming operation on the farm property; therefore, Buyer accepts full responsibility for such issues or problems, and Seller shall be relieved of any liability caused by any such problems.

Seller did put new bowls on three (3) of the irrigation pumps plus replaced other parts as needed on two (2) of the pumps and put new upper and lower bearings in two (2) of the pump motors in 1990.

11.03. Buyer acknowledges that they understand that they are purchasing the farm property in the condition that the same is now in, and that there are no warranties, expressed either orally or in writing or implied in any manner, by Seller, its agents or broker as to the physical condition or value, present or future, of the real or personal property being conveyed herein. Seller also assumes no further liability against the property of any nature, including but not limited to environmental issues.

Buyer agrees to hold Seller harmless from any costs incurred for any reason arising out of any environmental issues.

12. **PROFIT OR LOSS:** No data has been furnished to Buyer by broker, Seller or its agents relative to production and profit or loss made or incurred by the operation of the farm. Buyer hereby acknowledges that they have personally evaluated the farm and accept full and sole responsibility for the future operation, profit or loss under their management and direction.

13. **INSURANCE:** Fire and Extended Coverage. Seller shall keep the property insured with at least the same coverage that it now has until the closing of this transaction, and Buyer has obtained a policy from another company, a copy of which shall be given to the closing agent at the time of closing. Buyer's policy shall name Seller as an additional named insured.

14. **CATTLE, DAIRY EQUIPMENT, HAY, IRRIGATION EQUIPMENT, CROPS:**

14.01. There are no cattle, feed or hay in the stack included in this transaction.

15. **IRRIGATION EQUIPMENT:** All items of irrigation equipment which are presently on the farm property are included as part of the property herein purchased. An itemized inventory list thereof is attached hereto as Exhibit "A" and, by reference, made a part

hereof. Prior to closing, Buyer will check the inventory list to satisfy themselves that all of the items on the list are on the property.

16. **PARTIAL RELEASE OF LAND:** In the event Buyer desires a portion of the land described herein released from the mortgage given by Buyer to Seller under the terms of this agreement, Seller will agree to release said parcel upon the following terms and conditions:

- (a) Buyer shall furnish a legal description and a map of the parcel sought to be released;
- (b) Buyer shall furnish all legal documents necessary to effect the release;
- (c) The parcel to be released shall in no manner restrict or limit the access to the county roads presently serving the farm; and shall in no manner adversely affect the irrigation system necessary to properly irrigate the property remaining secured by the mortgage;
- (d) the resale of such land partially released shall be approved by Seller;
- (e) Buyer shall pay to Seller all of the net proceeds Buyer receives from the resale of such land partially released. However, this payment shall not be less than a payment equal to at least 120% of the remaining unpaid principal balance of the note from Buyer to Seller divided by 920 acres multiplied by the amount of acreage to be released, for the first release; then for releases thereafter, the minimum payment would be at least 120% of the then remaining principal balance of the note from Buyer to Seller divided by 920 acres, minus the acreage that has been released prior to such request, multiplied by the amount of acreage to be released;

- (f) the portion of the property that includes the dwelling, outbuildings, and feedlot may be released by adding a reasonable fair market value for the said improvements to the same release payment formula as herein set forth in paragraph (e) above for the release of the acreage.

17. BROKERS FEES AND AGENCY DISCLOSURE:

17.01. The following is understood and agreed by all parties:

- (a) Donald M. Johnson, a licensed real estate broker in the State of Idaho, is the authorized agent for Seller and is representing it as its agent in this transaction. All fees paid to Donald M. Johnson shall be paid by Seller according to the terms of their Employment Contract;
- (b) each party signing this document confirms that prior written disclosure was provided to him, her or it in this transaction. Each party to this transaction has read and understands the contents of the agency disclosure brochure previously received.

17.02. Seller acknowledges that it understands that Wilford Nolan Victor, one of the buyers, is a licensed real estate broker in the State of Idaho, and that Herbert R. Montierth, Robert J. Meyers and Edward Ray Montierth, also buyers, are licensed real estate salesmen in the State of Idaho, and are dealing herein as principals and not as brokers or sales people, and are purchasing the farm property, together with the other Buyers, for their use, benefit and profit.

18. **ATTORNEY FEES:** In the event an action is brought to enforce any of the terms or provisions of this Agreement, or enforce forfeiture thereof for default thereof

by either of the parties hereto, the successful party to such action or collection shall be entitled to recover from the losing party a reasonable attorney fee, together with such other costs as may be authorized by law.

19. **NO ASSIGNMENT:** There shall be no assignment of Buyer's interest under this Agreement to any party.

20. **LENIENCY:** In the event Seller herein shall show leniency on account of any matter or thing related hereto, such leniency shall not be considered or construed to be a violation by the said parties of any term, condition or covenant hereof, and shall not prevent Seller from thereafter declaring a forfeiture hereto on such matter or thing if not then made good by the defaulting party as at the time demanded by the Seller, nor any subsequent default of such defaulting Buyer.

21. **NOT RECORDED:** This Agreement shall not be recorded by either party.

22. **ENTIRE AGREEMENT:** The parties agree that this Agreement constitutes the entire agreement between the parties hereto.

23. **SEVERABILITY:** In the event any of the provisions of this Agreement shall be deemed illegal or unenforceable, such determination shall not operate to invalidate any of the remaining provisions of this Agreement.

24. **HEADINGS:** The bolded paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in interpreting or construing this Agreement.

25. **SITUS:** This agreement is established under the laws of the State of Idaho, and all questions concerning its validity and construction shall be determined under such laws.

26. **BINDING EFFECT:** The provisions and stipulations of this Agreement shall inure to and bind the heirs, personal representatives, assigns and successors in interest of the parties hereto. The terms and conditions contained herein are, by this reference, made a binding agreement upon the parties hereto. This Agreement supersedes and cancels any and all previous offers to purchase and/or purchase agreements submitted by Buyer to Seller for the purchase of the herein described real and personal property.

27. **EFFECTIVE DATE:** Time is of the essence of this Agreement. The execution hereof by Buyer shall constitute a firm commitment from Buyer to purchase the real and personal property described herein. Seller shall have until 5:00 o'clock P.M. (M.S.T.), April 25, 1991, to approve and execute this Agreement. If Seller does not execute this Agreement by the date hereinabove set forth, then, and in

that event, this Agreement shall be null and void and shall have no further force or effect upon either party hereto.

In the event this Agreement shall be executed by both parties, it shall become effective upon the date that Buyer exercises its Option to Purchase and complies with all other terms and conditions of the Option to Purchase; and upon that occurrence, both Seller and Buyer shall be bound by all terms and conditions contained herein.

28. **ACKNOWLEDGEMENT:** All parties acknowledge reading this Agreement in full, and further acknowledge receipt of a true signed copy hereof, containing the complete legal description of the farm.

IN WITNESS WHEREOF, the Lessor and Lessee do execute this Agreement the day and year first above written.

NORWEST AGRICULTURAL
CREDIT, INC.

By: Don C. Anderson
Its President

Attest: Pete A. [Signature]
Secretary

"Seller"

Robert J. Meyers
Robert J. Meyers

Kathi L. Meyers
Kathi L. Meyers

Wilford Nolan Victor
Wilford Nolan Victor

Ruby C. Victor
Ruby C. Victor

Herbert R. Montierth
Herbert R. Montierth

Darlene R. Montierth
Darlene R. Montierth

Edward Ray Montierth
Edward Ray Montierth

Susan L. Montierth
Susan L. Montierth

Rodney Kent Montierth
Rodney Kent Montierth

Dollie Montierth
Dollie Montierth

"Buyer"

RECEIVED

MAY 6 1993

NONMERGER WARRANTY DEED IN LIEU OF FORECLOSURE

Department of Water Resources
Western Regional Office

THIS DEED, made this 26th day of March, 1990,
between HANK VANDERWEY and THEA VANDERWEY, also appearing
of record as THEA L. VANDERWEY, husband and wife, the
Grantors, and NORWEST AGRICULTURAL CREDIT, INC., whose
mailing address is P.O. Box 1837, Sioux Falls, South
Dakota 57101, the Grantee,

WITNESSETH, that for and in consideration of the covenants
hereinafter contained, the avoidance of the costs and
expense of foreclosure litigation, the payment by Grantee
of all title insurance premiums and recording and transfer
fees, costs and expenses, and other good and valuable
consideration, the Grantors do by these presents grant,
convey and warrant forever unto the Grantee, and to its
successors and assigns, all the following described real
property in Ada County, to-wit:

Lots 3 and 4 of Section 30, Township 5
North, Range 1 West of the Boise
Meridian; and Lots 1 and 2 and the East $\frac{1}{2}$
of the NW $\frac{1}{4}$, and all of the NE $\frac{1}{4}$ of
Section 31, Township 5 North, Range 1
West of the Boise Meridian, all in Ada
County, Idaho.

ALL SITUATE IN County of Ada, State of
Idaho, subject to rights of way and
easements for roads, utilities and
irrigation ditches as same exist or
appear of record, unpaid real property
taxes, and mortgage to Grantee dated
February 21, 1989.

TOGETHER WITH all water and water rights
of every kind and description and
however evidenced, used upon or
appurtenant to said property, which in
any matter entitle Grantors to water.

TOGETHER WITH any and all tenements,
hereditaments, easements, rights,
privileges and appurtenances thereunto
belonging or used in connection
therewith, and the reversions,

Ada County, Idaho ss
Request of
PIONEER TITLE CO.
TIME 3:50 P.M.
DATE 5-21-90
JOHN BASTIDA
RECORDER
By [Signature]
Deputy
900

NONMERGER WARRANTY DEED
IN LIEU OF FORECLOSURE - 1

remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said property, together with the appurtenances, unto the said Grantee, and with Grantee that the former is now seized in fee simple of the property granted; that the latter shall enjoy the same without any lawful disturbance; that the same is free from all encumbrances (except those set forth above); that Grantors and all persons acquiring any interest in the same through or for them will, on demand, execute and deliver to Grantee at Grantee's expense, any further assurance of the same that may be reasonably required; and that Grantors will warrant to Grantee all of the said property against every person lawfully claiming the same, except those claiming under the above exceptions.

This deed is absolute in effect and conveys fee simple title of the property above-described to the Grantee and does not operate as a rescission or as a mortgage, trust conveyance.

Grantee's acceptance of this conveyance is conditioned upon there being no liens against the property, except for those set forth above.

This deed does not effect a merger of the fee ownership and the lien of the mortgage described herein. The fee and lien shall hereafter remain separate and distinct. It is not the intent of the parties to affect the subrogation rights of any third parties.

By acceptance of this deed, Grantee covenants and agrees that it shall not enforce any judgment against Grantors for the indebtedness evidenced by the promissory note secured by that certain mortgage executed by Hank and Thea Vanderwey, to Norwest Agricultural Credit, Inc., dated February 21, 1989. This deed shall not operate to preclude Grantee from proceeding in any action to enforce the mortgage, but shall preclude Grantee from obtaining a deficiency judgment against Grantors.

Grantors do hereby waive, surrender, convey, and relinquish any equity of redemption and statutory rights of redemption concerning the property and mortgage above.

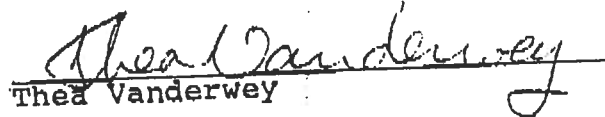
Grantors hereby surrender and deliver possession of the property to Grantee.

NONMERGER WARRANTY DEED
IN LIEU OF FORECLOSURE - 2

Grantors declare that this conveyance is freely and fairly made, and Grantors are not acting under any misapprehension as to the legal effect of this deed, nor under any duress, undue influence, or misrepresentation of Grantee, its agent, or attorney, or any other person.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands the day and year first above written.


Hank Vanderwey

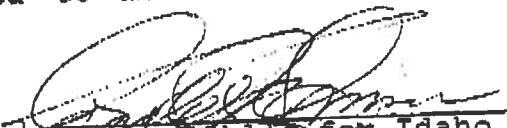

Thea Vanderwey

STATE OF IDAHO)

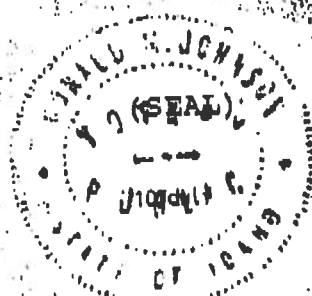
:ss

County of Canyon)

On this 26th day of March, in the year 1990, before me, Donald M. Johnson, a Notary Public, personally appeared HANK VANDERWEY and THEA VANDERWEY, also appearing of record as THEA L. VANDERWEY, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.


Notary Public for Idaho

Commission expires: August 16, 1991



NONMERGER WARRANTY DEED
IN LIEU OF FORECLOSURE - 3

NONMERGER WARRANTY DEED IN LIEU OF FORECLOSURE

THIS DEED, made this 26th day of MARCH, 1990, between HANK VANDERWEY and THEA VANDERWEY, also appearing of record as THEA L. VANDERWEY, husband and wife, the Grantors, and NORWEST AGRICULTURAL CREDIT, INC., whose mailing address is P.O. Box 1837, Sioux Falls, South Dakota 57101, the Grantee,

WITNESSETH, that for and in consideration of the covenants hereinafter contained, the avoidance of the costs and expense of foreclosure litigation, the payment by Grantee of all title insurance premiums and recording and transfer fees, costs and expenses, and other good and valuable consideration, the Grantors do by these presents grant, convey and warrant forever unto the Grantee, and to its successors and assigns, all the following described real property in Canyon County, to-wit:

Parcel 1:

The South one-half; the South one-half of the North one-half and the Northwest quarter of the Northeast quarter, all in Section 25, Township 5 North, Range 2 W.B.M., Canyon County, State of Idaho.

Sec 25 ✓

Parcel 2:

Lots 1 and 2, Section 34, Township 5 North, Range 3 W.B.M., Canyon County,

ALL SITUATE IN County of Canyon, State of Idaho, subject to rights of way and easements for roads, utilities and irrigation ditches as same exist or appear of record, unpaid real property taxes, and mortgage to Grantee dated February 21, 1989.

TOGETHER WITH all water and water rights of every kind and description and however evidenced, used upon or appurtenant to said property, which in any matter entitle Grantors to water.

NONMERGER WARRANTY DEED
IN LIEU OF FORECLOSURE - 1

TOGETHER WITH any and all tenements, hereditaments, easements, rights, privileges and appurtenances thereunto belonging or used in connection therewith, and the reversions, remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said property, together with the appurtenances, unto the said Grantee, and to its successors and assigns forever. Grantors covenant with Grantee that the former is now seized in fee simple of the property granted; that the latter shall enjoy the same without any lawful disturbance; that the same is free from all encumbrances (except those set forth above); that Grantors and all persons acquiring any interest in the same through or for them will, on demand, execute and deliver to Grantee at Grantee's expense, any further assurance of the same that may be reasonably required; and that Grantors will warrant to Grantee all of the said property against every person lawfully claiming the same, except those claiming under the above exceptions.

This deed is absolute in effect and conveys fee simple title of the property above-described to the Grantee and does not operate as a rescission or as a mortgage, trust conveyance, or security agreement of any kind.

Grantee's acceptance of this conveyance is conditioned upon there being no liens against the property, except for those set forth above.

This deed does not effect a merger of the fee ownership and the lien of the mortgage described herein. The fee and lien shall hereafter remain separate and distinct. It is not the intent of the parties to affect the subrogation rights of any third parties.

By acceptance of this deed, Grantee covenants and agrees that it shall not enforce any judgment against Grantors for the indebtedness evidenced by the promissory note secured by that certain mortgage executed by Hank and Thea Vanderwey, to Northwest Agricultural Credit, Inc., dated February 21, 1989. This deed shall not operate to preclude Grantee from proceeding in any action to enforce the mortgage, but shall preclude Grantee from obtaining a deficiency judgment against Grantors.

NONMERGER WARRANTY DEED
IN LIEU OF FORECLOSURE - 2

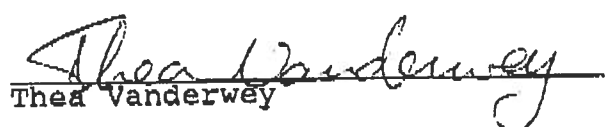
Grantors do hereby waive, surrender, convey, and relinquish any equity of redemption and statutory rights of redemption concerning the property and mortgage above.

Grantors hereby surrender and deliver possession of the property to Grantee.

Grantors declare that this conveyance is freely and fairly made, and Grantors are not acting under any misapprehension as to the legal effect of this deed, nor under any duress, undue influence, or misrepresentation of Grantee, its agent, or attorney, or any other person.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands the day and year first above written.

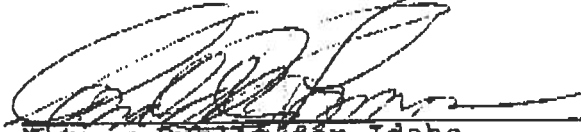

Hank Vanderwey


Thea Vanderwey

STATE OF IDAHO)
)
) :ss
County of Canyon)

On this 26th day of March, in the year 1990, before me, Donald M. Johnson, a Notary Public, personally appeared HANK VANDERWEY and THEA VANDERWEY, also appearing of record as THEA L. VANDERWEY, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.




Notary Public for Idaho
Commission expires: August 16, 1991

9009324

RECORDED

90 MAY 21 PM 4 34

NED J KERR
CANYON CNTY RECORDER
BY J. J. J. J. J.

REQUEST PIONEER - NAMPA
TYPE Book FEB 13 90

NONMERGER WARRANTY DEED
IN LIEU OF FORECLOSURE - 4

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: A63-21368
Date Received: 3/02/1990
Receipt No: _____
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

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: JUN 01, 1957

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	SW	SW	SW		CANYON

5. Description of diverting works:
DRILLED WELL, PUMP, PIPELINE TO HOUSE, LAWN, GARDEN & FEEDLOT.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		
STOCKWATER	01/01	12/31	0.190		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC 1 HOME, LAWN, & GARDEN, STOCKWATER FOR UP TO 800 HD./MIXED
A63-21368 Page 1 Date: 03/02/90

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
05N	02W	25	SW	SW		DOMEST	
			SW	SW		STOCK	

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:
IRRIG.WELLS.

14. Remarks:

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): *Hea Vandenberg* Date: 3-14-90
Hea Vandenberg Date: 3-14-90

State of Idaho)
County of Canyon) SS.

Subscribed and sworn (or affirmed) before me this 15th day

of March 19 90

[Signature]
Notary Public

Seal

Residing at Nampa Idaho

My Commission Expires 8-16-91

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: A63-04387
Date Received:
Receipt No: _____
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

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

2. Date of Priority: JUL 23, 1957

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	SW	SW	SW		CANYON

5. Description of diverting works:
WELL, PUMP, MOTOR, PIPELINE 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	2.000		

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

8. Total consumptive use is 420.0 Acre Feet Per Annum.

9. Non-irrigation uses:
STOCKWATER INCIDENTAL TO IRRIGATION

A63-04387

Page 1

Date: 03/02/90

TEL:

Jun 06 '01

9:28 No.001 P.11

10. Place of Use:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres		
05N	01W	30	NW	SW		IRR	40.0		
			SW	SW		IRR	40.0		
						Section Acres	80.0		
		31	NE	NE		IRR	40.0		
			NW	NE		IRR	40.0		
			SW	NE		IRR	40.0		
			SE	NE		IRR	40.0		
			NE	NW		IRR	40.0		
			NW	NW		IRR	40.0		
			SW	NW		IRR	40.0		
			SE	NW		IRR	40.0		
						Section Acres	320.0		
	02W	25	NW	NE		IRR	40.0		
			SW	NE		IRR	40.0		
			SE	NE		IRR	40.0		
			SW	NW		IRR	40.0		
			SE	NW		IRR	40.0		
			NE	SW		IRR	40.0		
			NW	SW		IRR	40.0		
			SW	SW		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	520.0		
						Total Acres	920.0		

11. Place of use in counties: ADA, CANYON

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

13. Other Water Rights Used:
63-08415

14. Remarks:

CLAIM BASED ON CANCELLED PERMIT 27003. THE WELL FROM WHICH THIS RIGHT IS TAKEN IN TIED TOGETHER IN ONE SYSTEM WHICH IS USED TO IRRIGATE OVER 900 ACRES. THIS RIGHT WAS CLAIMED ORIGINALLY FOR 120 ACRES.

15. Basis of Claim: STATUTORY CLAIM

(a.) I do not 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): *Heidi Vanderwey* Date: 3-14-90
Heidi Vanderwey Date: 3-14-90

State of Idaho)
County of) SS.

Subscribed and sworn (or affirmed) before me this 14 day
of March 19 90
[Signature]
Notary Public

Seal

Residing at *Hampden, Idaho*
My Commission Expires *8-16-91*

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: A63-03114
Date Received:
Receipt No: _____
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

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

2. Date of Priority: JUL 23, 1957

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	SW	SW	SW		CANYON

5. Description of diverting works:
WELL, PUMP, MOTORS, PIPELINE 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	3.180		

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

8. Total consumptive use is 962.5 Acre Feet Per Annum.

9. Non-irrigation uses:
STOCKWATER INCIDENTAL TO IRRIGATION

A63-03114

Page 1

Date: 03/02/90

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
05N	01W	30	NW	SW		IRR	40.0
			SW	SW		IRR	40.0
						Section Acres	80.0
		31	NE	NE		IRR	40.0
			NW	NE		IRR	40.0
			SW	NE		IRR	40.0
			SE	NE		IRR	40.0
			NE	NW		IRR	40.0
			NW	NW		IRR	40.0
			SW	NW		IRR	40.0
			SE	NW		IRR	40.0
						Section Acres	320.0
	02W	25	NW	NE		IRR	40.0
			SW	NE		IRR	40.0
			SE	NE		IRR	40.0
			SW	NW		IRR	40.0
			SE	NW		IRR	40.0
			NE	SW		IRR	40.0
			NW	SW		IRR	40.0
			SW	SW		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	520.0
						Total Acres	920.0

11. Place of use in counties: ADA, CANYON

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

13. Other Water Rights Used:
63-08415

14. Remarks:

THE WELL FROM WHICH THIS RT. IS TAKEN IS TIED INTO A COMMON
SYSTEM WHICH IS USED TO IRRIGATE OVER 900 ACRES. AS LICENSED
ORIGINALLY THIS RT. WAS FOR 275.0 ACRES/

15. Basis of Claim: LICENSE
Water Right Number: 27003

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): John Wickham Date: 3 Oct 90
Shea Wandersey Date: 3-14-90

State of Idaho

County of Canyon

} ss.

Subscribed and sworn (or affirmed) before me this 15th day

of March 19 90

Charles E. Johnson
Notary Public

Seal

Residing at Hampden, Idaho

My Commission Expires 8-16-91

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:
Receipt No: _____
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: HANK VANDERWEY
Address: 14040 WILLIS ROAD
CALDWELL, ID

83605

208-454-2404

OR
Name: THEA VANDERWEY
Address: 14040 WILLIS ROAD
CALDWELL, ID

83605

208-454-2404

OR
Name: NORWEST AGRICULTURAL CREDIT, INC.
Address: P.O. BOX 1837
SIOUX FALLS, SD

57117

605-339-7477

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

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres		
05N	01W	30	NW	SW		IRR	40.0		
			SW	SW		IRR	40.0		
						Section Acres	80.0		
		31	NE	NE		IRR	40.0		
			NW	NE		IRR	40.0		
			SW	NE		IRR	40.0		
			SE	NE		IRR	40.0		
			NE	NW		IRR	40.0		
			NW	NW		IRR	40.0		
			SW	NW		IRR	40.0		
			SE	NW		IRR	40.0		
						Section Acres	320.0		
	02W	25	NW	NE		IRR	40.0		
			SW	NE		IRR	40.0		
			SE	NE		IRR	40.0		
			SW	NW		IRR	40.0		
			SE	NW		IRR	40.0		
			NE	SW		IRR	40.0		
			NW	SW		IRR	40.0		
			SW	SW		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	520.0		
						Total Acres	920.0		

11. Place of use in counties: ADA, CANYON

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

13. Other Water Rights Used:
63-08415

14. Remarks:

THIS RIGHT IS TAKEN FROM A WELL THAT IS TIED IN TO A COMMON SYSTEM THAT IS USED TO IRRIGATE OVER 900 ACRES. THE LICENSE FOR THIS RIGHT WAS ORIGINALLY FOR 284.0 ACRES.

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): Herb Vander Date: 3-14-90
John Vandenberg Date: 3-14-90

State of Idaho)

County of Canyon) SS.

Subscribed and sworn (or affirmed) before me this 14 day
of March 19 90

[Signature]
Notary Public

Seal

Residing at Hamper, Idaho
My Commission Expires 8-16-91

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: A63-07110

Date Received:

Receipt No:

Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

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: JUN 03, 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

5. Description of diverting works:
WELL, PUMPS, MOTORS, PIPELINE 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	4.000		1440.00

7. Total Quantity Appropriated is:
4.000 C.F.S. (and/or) 1440.00 A.F.A.

8. Total consumptive use is 1120.0 Acre Feet Per Annum.

9. Non-irrigation uses:
STOCKWATER INCIDENTAL TO IRRIGATION

A63-07110

Page 1

Date: 03/02/90

TEL:

Jun 06 '01

9:33 No.001 P.20

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
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Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
05N	01W	30	NW	SW		IRR	40.0
			SW	SW		IRR	40.0

Section Acres	80.0
---------------	------

31	NE	NE	IRR	40.0
	NW	NE	IRR	40.0
	SW	NE	IRR	40.0
	SE	NE	IRR	40.0
	NE	NW	IRR	40.0
	NW	NW	IRR	40.0
	SW	NW	IRR	40.0
	SE	NW	IRR	40.0

Section Acres	320.0
---------------	-------

02W	25	NW	NE	IRR	40.0
		SW	NE	IRR	40.0
		SE	NE	IRR	40.0
		SW	NW	IRR	40.0
		SE	NW	IRR	40.0
		NE	SW	IRR	40.0
		NW	SW	IRR	40.0
		SW	SW	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	520.0
---------------	-------

Total Acres	920.0
-------------	-------

11. Place of use in counties: ADA, CANYON

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

13. Other Water Rights Used:
63-08415

14. Remarks:
THE WELL FROM WHICH THIS RIGHT IS TAKEN IS TIED TOGETHER IN A COMMON SYSTEM WHICH IS USED TO IRRIGATE OVER 900 ACRES. AS LICENSED ORIGINALLY THIS RT. WAS FOR 320 ACRES.

15. Basis of Claim: LICENSE

A63-07110

Page 2

Date: 03/02/90

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): John Vandermon Date: 3-11-90
Shirley Vandermon Date: 3-11-90

State of Idaho)
County of Canyon) SS.

Subscribed and sworn (or affirmed) before me this 11th day
of March 19 90
[Signature]
Notary Public

Seal

Residing at Hamper, Idaho
My Commission Expires 8-16-91

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: A63-07142
Date Received:
Receipt No: _____
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

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: AUG 26, 1968

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

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

5. Description of diverting works:
PUMPS, MOTORS, BURIED PIPES 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	2.320		1251.00

7. Total Quantity Appropriated is:
2.320 C.F.S. (and/or) 1251.00 A.F.A.

8. Total consumptive use is 973.0 Acre Feet Per Annum.

9. Non-irrigation uses:
STOCKWATER INCIDENTAL TO IRRIGATION

A63-07142

Page 1

Date: 03/02/90

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
05N	01W	30	NW	SW		IRR	40.0
			SW	SW		IRR	40.0
			Section Acres				80.0
		31	NE	NE		IRR	40.0
			NW	NE		IRR	40.0
			SW	NE		IRR	40.0
			SE	NE		IRR	40.0
			NE	NW		IRR	40.0
			NW	NW		IRR	40.0
			SW	NW		IRR	40.0
			SE	NW		IRR	40.0
			Section Acres				320.0
	02W	25	NW	NE		IRR	40.0
			SW	NE		IRR	40.0
			SE	NE		IRR	40.0
			SW	NW		IRR	40.0
			SE	NW		IRR	40.0
			NE	SW		IRR	40.0
			NW	SW		IRR	40.0
			SW	SW		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				520.0
			Total Acres				920.0

11. Place of use in counties: ADA, CANYON

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

13. Other Water Rights Used:
63-03114,63-4387,63-08415

14. Remarks:

THE WELL FROM WHICH THIS RIGHT IS TAKEN IS TIED TOGETHER IN A COMMON SYSTEM WHICH IS USED TO IRRIGATE OVER 900 ACRES. AS ORIGINALLY LICENSED THIS RT. WAS FOR 278 ACRES.

15. Basis of Claim: LICENSE

A63-07142

Page 2

Date: 03/02/90

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): *John Van derhey* Date: 2-14-90
Ther Van derhey Date: 3-14-90

State of Idaho)
County of Canyon) ss.

Subscribed and sworn (or affirmed) before me this _____ day
of March 19 90

[Signature]
Notary Public

Seal

Residing at Hampa, Idaho
My Commission Expires 8-16-91

Not West to Montezuma / Meyer / [initials]

7.03. The closing agent shall be Pioneer Title Company, 100 - 10th Avenue South, Nampa, ID 83651, and closing shall be accomplished as set forth in the Option to Purchase document. All costs shall be paid as set forth in the Option to Purchase document.

7.04. The attorney for Seller shall prepare the warranty deed, bill of sale, security documents, and any and all other documents necessary to complete the closing of this transaction. The costs thereof shall be paid by Seller. Recording fees shall be paid as set forth in the Option to Purchase document.

8. MINERAL RIGHTS: It is agreed that Seller has not in any manner represented that it is the owner of any oil, gas, and/or mineral rights in, under or upon said property. However, Seller does hereby agree to convey to Buyer any such oil, gas, and/or mineral rights which they presently have in said real property.

9. WATER RIGHTS: All water and water rights appurtenant to or appertaining to the farm, including well licenses and filings shall be assigned and transferred to Buyer. All notices of claims for all the wells on the farm have been filed with the Idaho Department of Water Resources as required for the Snake River Adjudication,

10. REPRESENTATIONS: Buyer acknowledges that they have not received nor relied upon any statements or

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: A63-03114

Date Received: 3-15-90

Receipt No: C015622

Received By: _____

RECEIVED

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: JUL 23, 1957

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
05N	02W	25	SW	SW	SW		CANYON

5. Description of diverting works:
WELL, PUMP, MOTORS, PIPELINE 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	3.180		

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

8. Total consumptive use is 962.5 Acre Feet Per Annum.

9. Non-irrigation uses:
STOCKWATER INCIDENTAL TO IRRIGATION

A63-03114

Page 1

Date: 03/02/90

MICROFILMED
AUG 18 1992

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
05N	01W	30	NW	SW		IRR	40.0
			SW	SW		IRR	40.0
			Section Acres				80.0
		31	NE	NE		IRR	40.0
			NW	NE		IRR	40.0
			SW	NE		IRR	40.0
			SE	NE		IRR	40.0
			NE	NW		IRR	40.0
			NW	NW		IRR	40.0
			SW	NW		IRR	40.0
			SE	NW		IRR	40.0
			Section Acres				320.0
	02W	25	NW	NE		IRR	40.0
			SW	NE		IRR	40.0
			SE	NE		IRR	40.0
			SW	NW		IRR	40.0
			SE	NW		IRR	40.0
			NE	SW		IRR	40.0
			NW	SW		IRR	40.0
			SW	SW		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				520.0
			Total Acres				920.0

11. Place of use in counties: ADA, CANYON

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

13. Other Water Rights Used:
63-08415

14. Remarks:
THE WELL FROM WHICH THIS RT. IS TAKEN IS TIED INTO A COMMON
SYSTEM WHICH IS USED TO IRRIGATE OVER 900 ACRES. AS LICENSED
ORIGINALLY THIS RT. WAS FOR 275.0 ACRES/

15. Basis of Claim: LICENSE
Water Right Number: 27003

(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): *Al. [unclear]* Date: 3 Oct 90
Thea Vandenberg Date: 2-14-90

State of Idaho)
County of *Canyon*) SS.

Subscribed and sworn (or affirmed) before me this 15th day
of March 19 90

[Signature]
Notary Public

Seal

Residing at *Nampa, Idaho*
My Commission Expires 8-16-91

Amended Director's Report
Right No. 63-33026

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

RIGHT NUMBER: 63-33026

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

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 1.160 CFS
450.000 AFY

This right when combined with Right Nos. 63-33025, 63-33027, and
63-33028 shall provide no more than .02 cfs per acre.

PRIORITY DATE: 07/23/1957

POINT OF DIVERSION:

T05N R01W S31 NWSWNW Lot 2 Within ADA County

T05N R02W S25 NENWNE Within CANYON County

T05N R02W S25 SENW Within CANYON County

T05N R02W S25 SWSW Within CANYON County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

03/15 11/15

1.160 CFS
450.00 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	NWNE	40.00	T05N R02W S25	SNNW	40.00
T05N R02W S25	SENE	20.00			

100 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

This right is a split from former right 63-32817 .

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

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

Amended Director's Report
Right No. 63-33026

Amended Director's Report
Right No. 63-33026

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

RIGHT NUMBER: 63-33026

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

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 1.160 CFS
450.000 AFY

This right when combined with Right Nos. 63-33025, 63-33027, and 63-33028 shall provide no more than .02 cfs per acre.

PRIORITY DATE: 07/23/1957

POINT OF DIVERSION:

T05N R01W S31 NWSWNW Lot 2 Within ADA County

T05N R02W S25 NENWNE Within CANYON County

T05N R02W S25 SENW Within CANYON County

T05N R02W S25 SWSW Within CANYON County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

03/15 11/15

1.160 CFS
450.00 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	NWNE	40.00	T05N R02W S25	SWNW	40.00
T05N R02W S25	SENW	20.00			

100 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

This right is a split from former right 63-32817 .

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

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

Amended Director's Report
Right No. 63-33026

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

RIGHT NUMBER: 63-33026

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

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 1.160 CFS
450.000 AFY

This right when combined with Right Nos. 63-33025, 63-33027, and 63-33028 shall provide no more than .02 cfs per acre.

PRIORITY DATE: 07/23/1957

POINT OF DIVERSION:

T05N R01W S31 NWSWNW Lot 2 Within ADA County
T05N R02W S25 NENWNE Within CANYON County
T05N R02W S25 SENW Within CANYON County
T05N R02W S25 SWSW Within CANYON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/15 11/15	1.160 CFS 450.00 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	NWNE	40.00	T05N R02W S25	SWNW	40.00
T05N R02W S25	SENW	20.00			

100 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

This right is a split from former right 63-32817 .

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

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

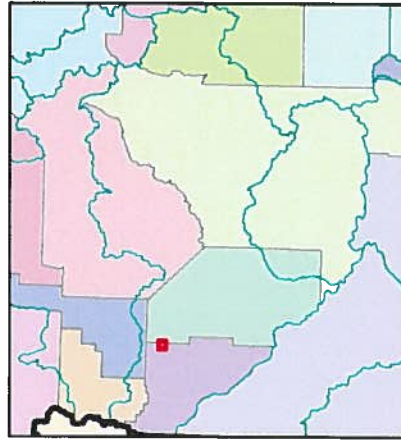


SRBA Recommendation
63-33026
 (IRRIGATION)

Idaho Department of Water Resources

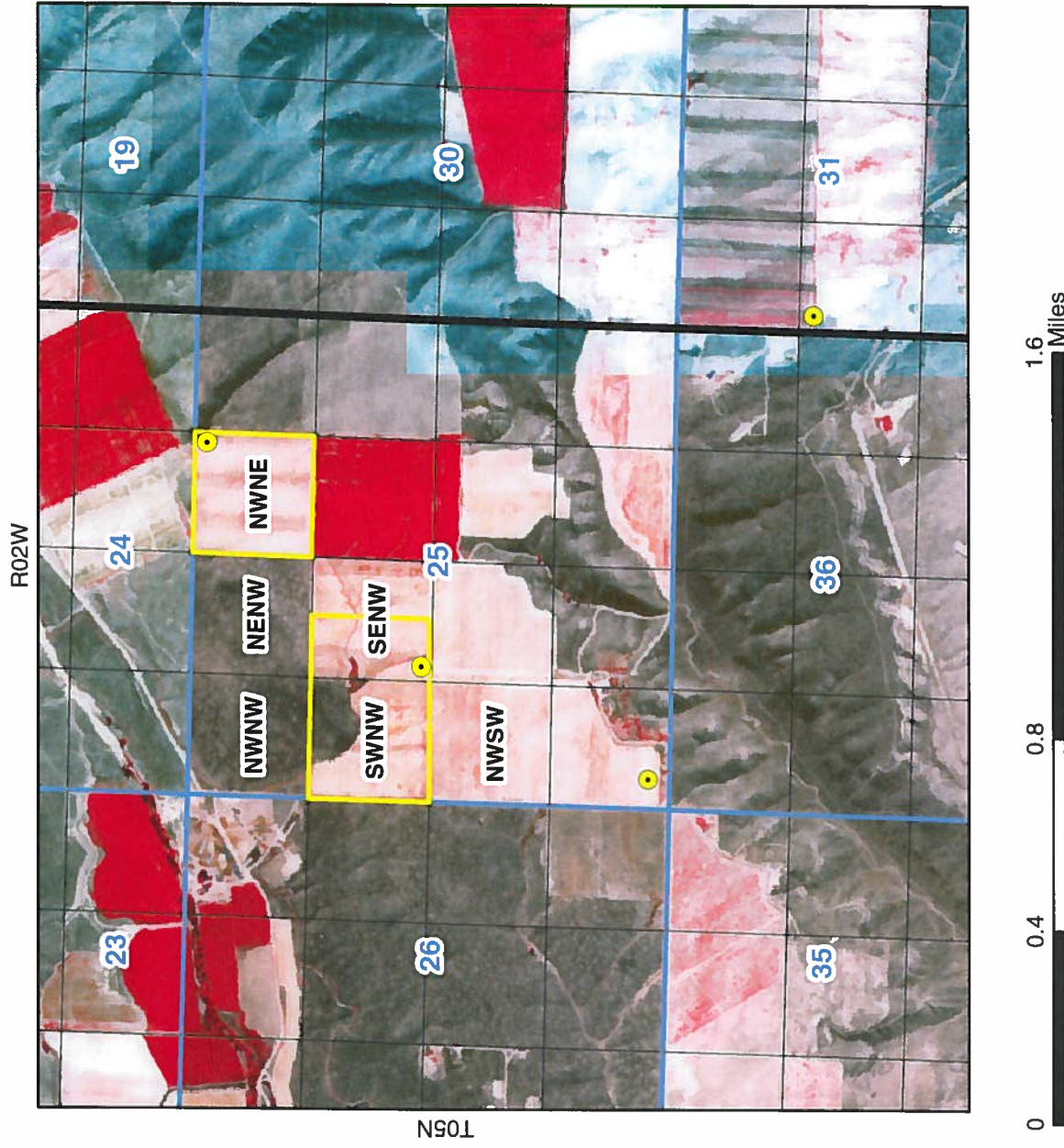
Legend

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



Canyon County
 IDWR Basin 63

Prepared by Kay Walker
 On Friday, April 25, 2008
 1987/88 Aerial Photography



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

RIGHT NUMBER: 63-33026

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

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.230 CFS
90.000 AFY

This right when combined with Right Nos. 63-33025, 63-33027, and 63-33028 shall provide no more than .02 cfs per acre.

PRIORITY DATE: 07/23/1957

POINT OF DIVERSION:

T05N R01W S31 NWSWNW Lot 2 Within ADA County

T05N R02W S25 NENWNE Within CANYON County

T05N R02W S25 SENW Within CANYON County

T05N R02W S25 SWSW Within CANYON County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

03/15 11/15

0.230 CFS
90.00 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	NWNE	40.00	T05N R02W S25	SWNW	40.00
T05N R02W S25	SENW	20.00			

100 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

This right is a split from former right 63-32817 .

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

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

**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: 63-32817 (Split)
	)	63-33025, 63-33026
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: April 23, 2008



Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on April 23, 2008, 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:

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

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

Robert J. Meyers	
Kathi L. Meyers	☒ regular mail
3921 N. 3300 E.	
Twin Falls ID 83301	

Herbert R. Montierth Jr.	
6312 S. Zither Ave	☒ regular mail
Boise ID 83709	

Darlene E. Montierth
2409 W. Kuna Cave Rd.
Kuna ID 83634

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

Rodney K. Montierth
Rt. 1 Box 156
Kuna ID 83634

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

Richard M. Phillips Trust
Staci Phillips Trust
210 Murray St.
Boise ID 83714

☒ regular mail



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

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

April 23, 2008

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

Re: Original Water Right Nos. 63-32817, 63-32823

Renumbered to Water Right Nos. 63-33026, 63-33028

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 claims.

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 numbers reflect your remaining portion of the original rights after the change of ownership. Enclosed is a copy of these new water rights for your records. Please refer to your new numbers 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 copies, please feel free to contact this office.

Sincerely,

Lori Harris
Technical Records Specialist 2
Adjudication Section
Western Region Office

LH:1
Enclosures



MAR 07 2008

WATER RESOURCES
WESTERN REGION

March 5, 2008

IDWR Western Region
2735 Airport Way
Boise, ID 83705

Subject: Notice of Change in Water Right Ownership
Water Right/Subcase No(s) 63-32817, 63-32823

Dear Western,

Enclosed on behalf of Dick Phillips and the Staci Phillips Trust is a *Notice of Change in Water Right Ownership* document.

Please let me know if there are any questions concerning this change.

Sincerely,

Roxanne Brown

Cc: Dick Phillips (Willowbrook)

Enclosures
Change in Ownership

SPF file number: 312.0020

DEPARTMENT OF
WATER RESOURCES

DISTRICT COURT-SRBA
Fifth Judicial District
County of Twin Falls - State of Idaho

OCT 20 2009

By [Signature] District Clerk
[Signature] Deputy Clerk

~~Y~~ Clerk
~~Deputy~~ Clerk

For Water Right: 63-33026

Therefore, IT IS ORDERED that a hearing will be held on this matter on Tuesday, January 19, 2010, at 1:30 p.m. (Mountain Time) at the Snake River Basin Adjudication District Court, 253 3rd Avenue North, Twin Falls, Idaho. Any party wishing to object or comment on the Court's proposed action shall do so at that time. Attendance at this hearing by the claimant is not required, as the Court will take the proposed action in the absence of any objection to the contrary. Telephone participation will be available by calling 1-918-583-3445 and entering 406128 when prompted.

October 30, 2009

JOHN M. MELANSON
Presiding Judge
Snake River Basin Adjudication

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
Case No. 39576

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 63-33026

DRAFT

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

SOURCE: GROUND WATER

QUANTITY: 1.16 CFS
450.00 AFY

This right when combined with right no. 63-33025, 63-33027, and
63-33028 shall provide no more than .02 cfs per acre.

PRIORITY DATE: 07/23/1957

POINT OF DIVERSION: T05N R01W S31 LOT 2 (NWSWNW) Within Ada County
R02W S25 NENWNE Within Canyon County
SENW
SWSW

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	03-15 TO 11-15	1.16 CFS 450.00 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	Within Canyon County
	T05N R02W S25	NWNE 40.0 SWNW 40.0
	100.0 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. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

DRAFT

John M. Melanson
Presiding Judge of the
Snake River Basin Adjudication

CERTIFICATE OF MAILING

I certify that a true and correct copy of the NOTICE OF COURT'S INTENT TO ISSUE AMENDED PARTIAL DECREE TO CORRECT CLERICAL ERROR AND NOTICE OF HEARING THEREON was mailed on October 20, 2009, with sufficient first-class postage to the following:

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

DIRECTOR OF IDWR
PO BOX 83720
BOISE, ID 83720-0098



STATE OF IDAHO
OFFICE OF THE ATTORNEY GENERAL
LAWRENCE G. WASDEN

September 4, 2009

Hon. John Melanson
Snake River Basin Adjudication
253 Third Avenue North
P.O. Box 2707
Twin Falls, ID 83303-2707

RE: *Subcase No. 63-33026 (Richard & Staci Phillips Trust)*

Dear Judge Melanson:

A *Partial Decree Pursuant to I.R.C.P. 54(b)* was issued for this water right on March 19, 2009, a copy of which is attached hereto. This water right was created as a result of a split of parent right 63-32817, with a Notice of Completed Administrative Proceeding ("NCAP") filed on April 24, 2008.

Recently, it has been determined that a clerical error occurred when the Department completed the NCAP for this water right. Specifically, during data entry, the Department inadvertently copied the quantity from the other portion of the split (22-33025) onto the Amended Director's Report attached to the NCAP. The quantity for water right 22-33026 should be 1.16 cfs with a 450 afa limitation, rather than .23 cfs with a 90 afa limitation.

Accordingly, it seems appropriate for the Court to set aside the partial decree pursuant to Rule 60(a) of the Idaho Rules of Civil Procedure and decree the right as described in the attached Amended Director's Report.

I am sending a copy of this letter to the claimant of this water right, along with the claimant of the other portion of the split, so that they are aware of this issue.

If you should have any questions or comments, please feel free to contact me at (208) 287-4813.

Sincerely,

A handwritten signature in black ink that reads "Nick Spencer" with a stylized flourish at the end.

Nicholas B. Spencer
Deputy Attorney General, IDWR

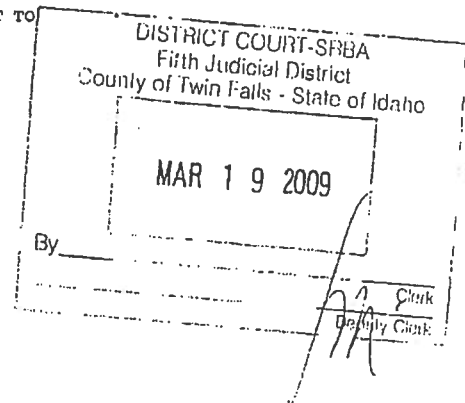
Enclosure

cc: Lori Harris
Richard & Staci Phillips Trust
Willowbrook Development, Inc.

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)
)
Case No. 39576)
_____)

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR
Water Right 63-33026



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

SOURCE: GROUND WATER

QUANTITY: 0.23 CFS
90.00 AFY

This right when combined with right no 63-33025, 63-33027, and
63-33028 shall provide no more than .02 cfs per acre.

PRIORITY DATE: 07/23/1957

POINT OF DIVERSION: T05N R01W S31 LOT 2 (NWSWNW) Within Ada County
R02W S25 NENWNE Within Canyon County
SENW
SWSW

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	03-15 TO 11-15	0.23 CFS 90.00 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	Within Canyon County
	T05N R02W S25	NWNE 40.0 SENW 20.0
	100.0 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, I.C. SECTION 42-1412(6).