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

Department of Water Resources
 Eastern 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, 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
	35-11103				

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts. \$25 -
- 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) are 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) Richard & Annette Bair
1162 W. Taber RD. Blackfoot ID 83221
4. New Owner/Claimant(s) Nathan & Lori Phillips
 Name Connector (Check one): ☐ and, ☐ or, ☒ and/or
- New Mailing Address 1721 W 500 N
- City, State and ZIP Code Blackfoot, Idaho 83221
- New Telephone Number 208, 684-9383
5. Date you acquired the property 02-22-01

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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.

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 _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

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 _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

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

Nathaniel Phillips

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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>gc</u>	Date <u>2-11-02</u>	Fee <u>25-</u>
Received by <u>gc</u>	Date <u>2-11-02</u>	Receipt No. <u>E0 27436</u>
Processed by _____ AJ	Date _____	WR _____ Date _____

497779

WARRANTY DEED

Order No. 3020001184-L

FOR VALUE RECEIVED

Richard L. Bair and Annette M. Bair, Husband and Wife

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Nathan D. Phillips and Lori A. Phillips, Husband and Wife

whose current address is

1721 W. 500 N. Blackfoot, ID 83221

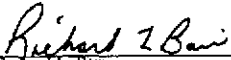
the grantee(s), the following described premises, in Bingham County, Idaho, TO WIT:

Northeast ¼, Section 7, Township 2 South, Range 33, East of the Boise Meridian in Bingham County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 2/22/2001


Richard L. Bair
Annette M. Bair

State of Idaho

County of Bingham

}

On this 22nd day of February, 2001, before me, a Notary Public in and for said state, personally appeared Richard L. Bair and Annette M. Bair

known or identified to me to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

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


Notary Public for the State of Idaho
Residing at: Blackfoot
Commission Expires: 3-6-2002

BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO
FEE 3.00
2001 FEB 26 PM 3:49
RECORDED AT THE REQUEST OF
Alliance Title & Escrow Corp.

497779

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JUN 11 2002

302 000 1184-L
FORM FmHA-ID 465-2
(5-30-80)

498083

UNITED STATES DEPARTMENT OF AGRICULTURE
Farmers Home Administration

AGREEMENT FOR EXTENSION OF REAL ESTATE MORTGAGE OR DEED OF TRUST ASSUMED

This Agreement entered into on this 22nd day of february, 192001,
between NATHAN D. PHILLIPS and LORI A. PHILLIPS, hereinafter
called "Borrower," of 1801 W. 600 N., BLACKFOOT, County of BINGHAM,
Idaho, and the UNITED STATES OF AMERICA, acting through Farmers Home
Administration, with a State Office in Boise, Ada County, Idaho, hereinafter
called the "Government";

WHEREAS, on MAY 23, 19 79, RICHARD L. BAIR and ANNETTE M.
BAIR, hereinafter called "Initial Mortgagor,"
executed a Real Estate Mortgage or Deed of Trust covering land in BINGHAM
County, Idaho described as follows:

Township 2 South, Range 33 E.B.M., Bingham County, Idaho
Section 7: NE1/4

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JUN 11 2002

Alliance Title & Escrow Corp.

RECORDED AT THE REQUEST OF

2001 MAR -6 PM 3:29

FEE 9.00

BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO

which Mortgage or Deed of Trust was recorded May 23, 1979 as
Instrument #253260, records of Bingham
County, Idaho, securing the promissory note(s) described therein evidencing
loan(s) made or insured by the Government to the Initial Mortgagor;

WHEREAS, The said Initial Mortgagor has conveyed the above real estate to
the Borrower as appears of record in consideration of Borrower assuming the
obligations of said mortgage, deed of trust and the note(s) secured thereby; and

WHEREAS, on February 22, 192001, Borrower entered into an Assumption Agreement with the Government under the provisions of which the \$ 160,000.00 balance of the indebtedness secured by said mortgage or deed of trust was reamortized and extended so as to provide for annual installments over the period ending _____, 88, the DUE DATE OF THE FINAL PAYMENT; and

WHEREAS, it is the desire of the Borrower and of the Government that the renewed and extended status of the obligations secured by the aforesaid Real Estate Mortgage or Deed of Trust be reflected of record, thereby continuing and extending the lien of said mortgage as provided by law;

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, it is agreed by the parties hereto that said Real Estate Mortgage or Deed of Trust executed by the Initial Mortgagor and assumed by the Borrower in favor of the Government, recorded May 23, 1979 as

Instrument #253260, records of Bingham

County, Idaho, is hereby supplemented as to reflect the renewed and extended status of the mortgage or deed of trust and the obligations secured thereby, as set forth in said Assumption Agreement described above and it is agreed by the parties hereto that the said mortgage or deed of trust is continued and extended accordingly as provided by law, with the DUE DATE OF THE FINAL PAYMENT BEING

February 22, 19 2041

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first above written.

Nathan D. Phillips
NATHAN D. PHILLIPS (Borrower)

Lori A. Phillips
LORI A. PHILLIPS (Borrower)

UNITES STATES OF AMERICA

By [Signature]
~~County Supervisor~~ FARM LOAN MANAGER
Farmers Home Administration
U. S. Department of Agriculture

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JUN 11 2002

3020001183-L
497782

JOINT WELL AGREEMENT

This agreement made and entered into this 22nd day of February, 2001, by and between Jesse D. Phillips and Julia D. Phillips, husband and wife of 1803 W. 600 N., Blackfoot, Idaho, hereinafter referred to as party of the first part and Nathan D. Phillips and Lori A. Phillips of 1801 W. 600 N., Blackfoot, Idaho, hereinafter referred to as party of the second part.

WHEREAS, the parties jointly own an irrigation well system including a well, pump, motor and accessories which are located on the property of the first part and property which is adjacent to the property belonging to the party of the second part,

AND WHEREAS the parties are desirous of entering into a joint well use and maintenance agreement to provide the irrigation water for both parcels of property which includes adjacent parcels of approximately 148 acres each.

In mutual consideration of the covenants and conditions as hereinafter set forth is hereby agreed as follows:

1. That the parties jointly own each an undivided 50% interest in said well, pump, motor and accessories including water right #35-2284.
2. That both parties shall be allowed access to the irrigation system including a 225 horse power US Motor, serial number 876102, and a Layne and Bowler pump, serial number 25362, together with the Idaho water right which they jointly own under water right number 35-2284 with the application date of 11/28/52. Said well, motor and pump are located in the Northwest corner of the Southwest $\frac{1}{4}$ Northeast $\frac{1}{4}$, Section 7, Township 2 South, Range 33 EBM, Bingham County, Idaho, which is property belonging to the party of the first part.

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JUN 11 2002

3. That this agreement also gives both parties access to and easement access to the well from a county road designated as 500 North which easement allows both parties access along the mutual property lines between the parties to the well system.

4. That each party shall be responsible for paying one-half of any replacement, repairs and irrigation costs of said system.

5. That each party shall be responsible for maintaining their own separate irrigation water lines after it has left the location of the pump but will share the common maintenance, power charges and other matters related thereto.

6. That the party of the second part owns the following described property which shall be the beneficiary land for the joint maintenance and well agreement described as follows:

The Northeast $\frac{1}{4}$ of Section 7, Township 2 South, Range 33 EBM, Bingham County, Idaho consisting of approximately 148.5 acres more or less.

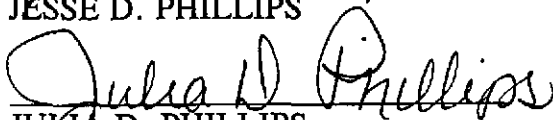
7. That the party of the first part owns the following described property on which the well is located which shall be the servient land described as follows:

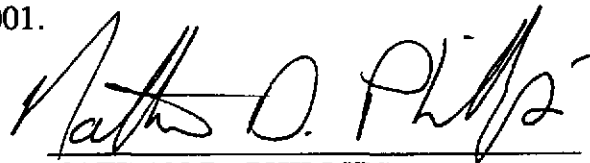
Lots 1 and 3 and the East half of the Northwest $\frac{1}{4}$, Section 7, Township 2 South, Range 33 EBM, Bingham County, Idaho, consisting of approximately 148.5 acres more or less.

The agreement shall be perpetual and shall run with the land.

DATED this 22nd day of February, 2001.


JESSE D. PHILLIPS


JULIA D. PHILLIPS


NATHAN D. PHILLIPS


LORI A. PHILLIPS

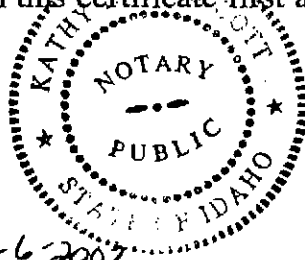
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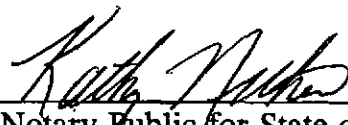
JUN 11 2002

STATE OF IDAHO)
) ss.
County of Bingham)

On this 22nd day of February, 2001, before me, the undersigned, a notary public in and for said state, personally appeared JESSE D. PHILLIPS and JULIA D. PHILLIPS, husband and wife, known to me to be the person whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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





Notary Public for State of Idaho
Residing at Blackfoot

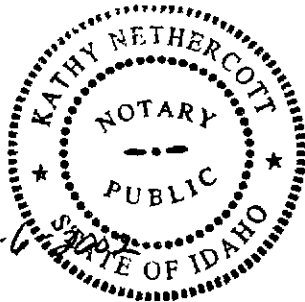
My comn exprs: 3-6-2002

RECORDED AT THE REQUEST OF
Alliance Title & Escrow Corp.
2001 FEB 26 PM 3:51
FEE 9.00 REC'D
BLACKFOOT, IDAHO

STATE OF IDAHO)
) ss.
County of Bingham)

On this 22nd day of February, 2001, before me, the undersigned, a notary public in and for said state, personally appeared NATHAN D. PHILLIPS and LORI A. PHILLIPS, husband and wife, known to me to be the person whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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





Notary Public for State of Idaho
Residing at Blackfoot

My comn exprs: 3-6-2002

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JUN 11 2002

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 35-11103

1997 NOV 28 PM 2:28

DISTRICT COURT-SRBA
TWIN FALLS CO., IDAHO
FILED _____

NAME & ADDRESS: RICHARD L BAIR
ANNETTE BAIR
1721 W 500 N
BLACKFOOT ID 83221

SOURCE: GROUNDWATER

QUANTITY: 0.09 CFS

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

PRIORITY DATE: 03/01/1963

POINT OF DIVERSION: T02S R33E S07 NENENE Within BINGHAM County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	STOCKWATER	01-01 12-31	0.03 CFS
	DOMESTIC 2 HOMES	01-01 12-31	0.06 CFS

PLACE OF USE: STOCKWATER Within BINGHAM County
T02S R33E S07 NENE

DOMESTIC Within BINGHAM County
T02S R33E S07 NENE

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

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

DATED:


DANIEL C. HURLBUTT, JR.
PRESIDING JUDGE
Snake River Basin Adjudication

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.

DATED:


DANIEL C. HURLBUTT, JR.
PRESIDING JUDGE
Snake River Basin Adjudication

PARTIAL DECREE PURSUANT TO I.R.C.P. 54(b)
Water Right 35-11103

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State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

April 30, 2002

NATHAN D PHILLIPS
LORI A PHILLIPS
1721 W 500 N
BLACKFOOT ID 83221

RE: Change of Ownership for Water Right 35-11103

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right to you. The department has modified its records to reflect the change in ownership and has enclosed a computer-generated report for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

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

Sincerely,

for Kari Lynn Lawrence
Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosure

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JUN 11 2002