

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 63-33220
Date Received: 1/10/1990
Receipt No: X777777
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

MICHAEL E WAGNER Phone: (208)585-2954
25838 N MIDDLETON RD
MIDDLETON ID USA 83644

ANNE WAGNER Phone: (208)585-2954
25838 N MIDDLETON RD
MIDDLETON ID USA 83644

2. Date of Priority: 04/23/1975

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4	of 1/4	of 1/4	Lot	CountyType
05N	02W	35	SW	NE	NE		CANYON
05N	02W	35	SE	NW	NW		CANYON

5. Description of diverting works:

WELLS, PUMPS, PIPELINES TO SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/01	10/31	0.01	5.04

7. Total Quantity Appropriated is:

0.01 C.F.S. and/or 5.04 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	35	NW	NE		IRRIGATION	0.4
			NE	NW		IRRIGATION	0.4
			SW	NW		IRRIGATION	0.8
						Section Acres	1.6
						Total Acres	1.6

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:

This right when combined with all other rights shall provide no more than 4.5 afa per acre for irrigation of the lands above.

This right is a split from former right 63-8116 .

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
<u>AJ</u>	<u>63-3270</u>	<u>N</u>			
<u>AJ</u>	<u>63-3278</u>	<u>N</u>			
<u>AJ</u>	<u>63-8034</u>	<u>N</u>			
<u>AJ</u>	<u>63-8116</u>	<u>N</u>			

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).
OR
 If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) Michael & Anne Wagner
25838 N. Middleton Rd., Middleton, ID 83644II
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
5. Date you acquired the property 2006

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.

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)

Snake River Trust by Ralph M. Kelly
Ralph M. Kelly *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 *JAL* Date 6-11-07 Fee N/A
 Received by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____



Pioneer Title Co.

GOING BEYOND

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

PH 200652183

APR 13 2006

CAMPBELL COUNTY RECORDER
BY: [Signature]
APR 13 2006

2006 JUN 30 PM 4 25

200652183

WARRANTY DEED

For Value Received

Michael E. Wagner and Anne Wagner, husband and wife

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

Richard M. Phillips, an unmarried man, as to an undivided 50% interest, and Richard M.

Phillips as Trustee of the Staci Phillips Trust w/t/a dated January 1, 1995, as to an
undivided 50% interest

hereinafter referred to as Grantee, whose current address is 210 Murray Street, Boise, ID 83644
the following described premises, to-wit:

See exhibit "A", attached hereto and made a part thereof, by reference and which is comprised of
two (2) pages

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.

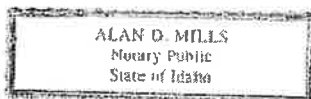
Dated: June 22, 2006

Michael E. Wagner
Michael E. Wagner

Anne Wagner
Anne Wagner

STATE OF IDAHO, County of ~~ADA~~ ss.

On this 22 day of June, in the year of 2006, before me the undersigned, notary public personally
appeared Michael E. Wagner and Anne Wagner 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 of IDAHO

Residing at Boise, ID
Commission expires: Aug 22, 2011

Exhibit "A"

Parcel 1

A portion of the North Half of the Northeast Quarter, the Northeast Quarter of the Northwest Quarter, the Southwest Quarter of the Northeast Quarter, the South Half of the Northwest Quarter and the North five-eighths of the North Half of the Southwest Quarter of Section 35, Township 5 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and being more particularly described as follows:

Commencing at the Northeast corner of said Section 35 (The basis of bearing is the line between the Southeast corner of Section 26, Township 5 North, Range 2 West of the Boise Meridian and the Northeast corner of said Section 26, which bears North 00° 14' 02" West); thence

South 00° 09' 11" East 25.00 feet along the East line of said Section 35 to the POINT OF BEGINNING; thence continuing

South 00° 09' 11" East 1,292.45 feet to the East North 1/16 corner of said Section 35; thence

South 89° 37' 26" West 1,325.35 feet to the Northeast 1/16 corner of said Section 35; thence

South 00° 12' 39" East 1,230.35 feet along the East line of the Southwest Quarter of the Northeast Quarter of said Section 35 to a point that is recorded as 87.91 feet Northerly of the Southeast corner thereof; thence

South 44° 49' 31" West 39.76 feet (formerly South 44° 50' 38" West 39.60 feet); thence

South 00° 10' 29" East 59.96 feet (formerly South 00° 09' 22" East 60.00 feet) to the East West Mid-Section line of said Section 35; thence along said Mid-Section line

South 39° 36' 18" West 1,295.93 feet to the Center Quarter corner of said Section 35; thence

South 00° 16' 04" East 823.94 feet (formerly South 00° 14' 04" East 823.97 feet) along the North South Mid-Section line of said Section 35 to the Southeast corner of the North Half of the North Half of the South Half of the Northeast Quarter of the Southwest Quarter; thence along the South line of the said North Half of the North Half of the South Half of the Northeast Quarter of the Southwest Quarter

South 39° 36' 19" West (formerly South 39° 36' 40" West) 30.00 feet; thence

North 00° 16' 39" West 96.40 feet (formerly North 00° 14' 04" West and parallel to the East line of the North South Mid-Section line, 96.38 feet); thence

North 68° 45' 11" West 309.51 feet (formerly North 68° 42' 36" West 309.57 feet); thence

North 38° 14' 12" West (formerly North 38° 11' 37" West) 312.41 feet; thence

South 46° 14' 39" West (formerly South 46° 07' 14" West) 663.98 feet; thence

South 39° 36' 13" West 1,629.54 feet; thence along a line which is 25.00 feet East of and parallel to the West Section line of said Section 35

North 00° 24' 09" West 824.53 feet to a point which is North 89° 37' 03" East 25.07 feet from the West Quarter corner of said Section 35; thence

North 00° 24' 40" West 1,319.21 feet to a point which is North 89° 37' 11" East 25.00 feet from the West North 1/16 corner of said Section 35; thence

North 36° 17' 19" East 1,292.07 feet; thence

North 64° 09' 47" East 1,349.31 feet; thence

North 45° 20' 31" East 605.30 feet to a point which is 25.00 feet South of the North Section line of said Section 35; thence along a line which is 25.00 feet South of and parallel to the said North line

North 89° 37' 29" East 560.97 feet to a point 25.00 feet South of the North West 1/16 corner (the Northeast corner of the Northwest Quarter of the Northeast Quarter) of said Section 35; thence

North 89° 37' 34" East 1,325.40 feet to the POINT OF BEGINNING.

CC4693

WARRANTY DEED

FOR VALUE RECEIVED Michael E. Wagner and Anne Wagner, husband and wife

the Grantors, do hereby grant, bargain, sell and convey unto PIONEER EXCHANGE ACCOMODATION TITLEHOLDER #104 LLC

the Grantee, whose address is 703 Americana blvd, Ste 120, Boise, ID 83702

the following described premises, to-wit:

See attached Exhibit "A", which by this reference is made a part hereof and is comprised of two (2) pages.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances; except for general taxes and assessments for the year 2005 and subsequent years, covenants, conditions, restrictions and easements of record; and that they will warrant and defend the same from all lawful claims whatsoever.

DATED: January 3, 2006

Michael E. Wagner
Michael E. Wagner

Anne Wagner
Anne Wagner

STATE OF IDAHO

COUNTY OF CANYON

On this 3rd day of January in the year 2005, before me, a Notary Public, personally appeared Michael E. Wagner & Anne Wanger 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

Residing at Malba

My commission expires 3/10/09

5680 E. FRANKLIN, STE. 150
NAMPA, IDAHO 83686

PIONEER TITLE COMPANY
OF CANYON COUNTY
"CANYON OFFICE"

TEL. (208) 465-6655
FAX. (208) 465-6556

REQUEST
TYPE
FEE

PIONEER - NAMPA

CANYON TITLE RECORDER
NOEL HALE

2006 JAN 4 PM 12:58

RECORDED

2006000297

Exhibit "A"

Parcel 1

A portion of the North Half of the Northeast Quarter, the Northeast Quarter of the Northwest Quarter, the Southwest Quarter of the Northeast Quarter, the South Half of the Northwest Quarter and the North five-eighths of the North Half of the Southwest Quarter of Section 35, Township 5 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and being more particularly described as follows:

Commencing at the Northeast corner of said Section 35 (The basis of bearing is the line between the Southeast corner of Section 26, Township 5 North, Range 2 West of the Boise Meridian and the Northeast corner of said Section 26, which bears North 00° 14' 02" West); thence

South 00° 09' 11" East 25.00 feet along the East line of said Section 35 to the POINT OF BEGINNING; thence continuing

South 00° 09' 11" East 1,293.45 feet to the East North 1/16 corner of said Section 35; thence

South 89° 37' 26" West 1,325.35 feet to the Northeast 1/16 corner of said Section 35; thence

South 00° 12' 39" East 1,230.35 feet along the East line of the Southwest Quarter of the Northeast Quarter of said Section 35 to a point that is recorded as 87.91 feet Northerly of the Southeast corner thereof; thence

South 44° 49' 31" West 39.76 feet (formerly South 44° 50' 38" West 39.60 feet); thence

South 00° 10' 29" East 59.96 feet (formerly South 00° 09' 22" East 60.00 feet) to the East West Mid-Section line of said Section 35; thence along said Mid-Section line

South 89° 36' 18" West 1,295.93 feet to the Center Quarter corner of said Section 35; thence

South 00° 16' 04" East 823.94 feet (formerly South 00° 14' 04" East 823.97 feet) along the North South Mid-Section line of said Section 35 to the Southeast corner of the North Half of the North Half of the South Half of the Northeast Quarter of the Southwest Quarter; thence along the South line of the said North Half of the North Half of the South Half of the Northeast Quarter of the Southwest Quarter

South 89° 36' 19" West (formerly South 89° 38' 40" West) 30.00 feet; thence

North 00° 16' 39" West 96.40 feet (formerly North 00° 14' 04" West and parallel to the East line of the North South Mid-Section line, 96.38 feet); thence

North 68° 45' 11" West 309.51 feet (formerly North 68° 42' 36" West 309.57 feet); thence

North 38° 14' 12" West (formerly North 38° 11' 37" West) 312.41 feet; thence

South 46° 04' 39" West (formerly South 46° 07' 14" West) 663.98 feet; thence

South 89° 36' 13" West 1,629.54 feet; thence along a line which is 25.00 feet East of and parallel to the West Section line of said Section 35

North 00° 24' 09" West 324.53 feet to a point which is North 89° 37' 03" East 25.07 feet from the West Quarter corner of said Section 35; thence

North 00° 24' 40" West 1,319.21 feet to a point which is North 89° 37' 11" East 25.00 feet from the West North 1/16 corner of said Section 35; thence

North 86° 17' 19" East 1,292.07 feet; thence

North 64° 09' 47" East 1,849.81 feet; thence

North 45° 20' 31" East 605.80 feet to a point which is 25.00 feet South of the North Section line of said Section 35; thence along a line which is 25.00 feet South of and parallel to the said North line

North 89° 37' 29" East 560.97 feet to a point 25.00 feet South of the North West 1/16 corner (the Northeast corner of the Northwest Quarter of the Northeast Quarter) of said Section 35; thence

North 89° 37' 34" East 1,326.40 feet to the POINT OF BEGINNING.

200691909

RECORDED

2006 NOV 27 PM 4:10

CANYON
P. PHILLIPS
REC'D

PIONEER-NMMPA

REQUEST
TYPE *WMA* FEE *12.00*

PN 200608202
Recording Requested By and
When Recorded Return to:

RICHARD M. PHILLIPS
210 Murray Street
Boise, ID 83714

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

SPECIAL WARRANTY DEED

Wagner Property
THIS SPECIAL WARRANTY DEED (this "Deed"), made as of the 23rd day of June, 2006, is between PIONEER EXCHANGE ACCOMMODATION TITLE HOLDERS #104, LLC, an Idaho limited liability company ("Grantor"), and RICHARD M. PHILLIPS AND STACY PHILLIPS TRUST D/T/A DATED JANUARY 1, 1995 ("Grantee"), whose legal address is: 210 Murray Street, Boise, ID 83714.

WITNESSETH, That Grantor, for and in consideration of One Dollar and No/100 (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, its successors and assigns forever, all the real property, together with improvements, located in the County of Canyon, State of Idaho, more particularly described as follows:

See legal description described on Exhibit "A" attached hereto

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of in and to the above bargained premises, with the hereditaments, easements, rights of way and appurtenances, and with all of Grantor's interest, if any, in and to any and all minerals, water, ditches, wells, reservoirs and drains, and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, now or hereafter acquired under or above or used in connection with the property (collectively, the "Property").

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee, its successors and assigns forever. Grantor, for itself, and its successors and assigns, does covenant, grant, bargain and agree to and with the Grantee, its successors and assigns, that at the time of the ensealing and delivery of these presents, Grantor is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, as of January 4, 2006.

The Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof BY, THROUGH OR UNDER Grantor.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the date set forth above.

PIONEER EXCHANGE ACCOMMODATION TITLEHOLDER #104, LLC,
an Idaho limited liability company

By: Pioneer 1031 Company, Member

By: Alicia Reinhard
as: Assistant Secretary

STATE OF IDAHO

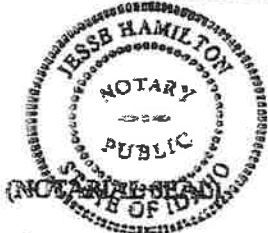
COUNTY OF ADA

)
) ss.
)

The foregoing instrument was acknowledged before me this 23rd day of June, 2006, by Alicia Reinhard, as Assistant Secretary of Pioneer 1031 Company, an Idaho corporation, Member of Pioneer Exchange Accommodation Titleholder #104, LLC, an Idaho limited liability company.

WITNESS my hand and official seal.

My commission expires: 9/9/09.



Jess Hamilton
Notary Public

WAGNER DESCRIPTION PARCEL 2

A. PORTION OF SECTION 35, T. 5 N., R. 2 W., BOISE MERIDIAN, CANYON COUNTY, IDAHO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 35, (THE BASIS OF BEARING IS THE LINE BETWEEN THE SOUTHEAST CORNER OF SECTION 26, T. 5 N., R. 2 W., BOISE MERIDIAN AND THE NORTHEAST CORNER OF SAID SECTION 26 WHICH BEARS N 00°14'02" W) THENCE

S 00°09'11" E 25.00 FEET ALONG THE EAST LINE OF SAID SECTION 35.
THENCE

S 89°37'34" W 1326.40 FEET TO A POINT 25 FEET SOUTH OF A 1/16th CORNER.
THENCE

S 89°37'29" W 560.97 FEET TO THE POINT OF BEGINNING, THENCE

S 45°20'31" W 605.80 FEET, THENCE

S 64°09'47" W 1849.81 FEET, THENCE

S 86°17'19" W 1292.07 FEET TO A POINT 25.00 FEET EAST OF A 1/16th CORNER. THENCE ALONG A LINE WHICH IS 25.00 FEET EAST AND PARALLEL TO THE WEST SECTION LINE OF SAID SECTION 35

N 00°24'25" W 1067.23 FEET TO A POINT WHICH IS S 00°24'25" E 252.04 FEET AND N 89°37'33" E 25.00 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 35, THENCE

N 89°37'33" E 320.68 FEET, THENCE

N 00°24'12" W 226.93 FEET, THENCE ALONG A LINE WHICH IS 25.00 FEET SOUTH AND PARALLEL TO THE NORTH SECTION LINE OF SAID SECTION 35

N 89°38'39" E 2308.41 FEET TO A POINT 25 FEET SOUTH OF THE NORTH ¼ CORNER, THENCE

N 89°37'29" E 765.33 FEET TO THE POINT OF BEGINNING.

CONTAINS 69.12 ACRES

AND

A. PORTION OF SECTION 34, T. 5 N., R. 2 W., BOISE MERIDIAN, CANYON COUNTY, IDAHO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 34, (THE BASIS OF BEARING IS THE LINE BETWEEN THE SOUTHEAST CORNER OF SECTION 26, T. 5 N., R. 2 W., BOISE MERIDIAN AND THE NORTHEAST CORNER OF SAID SECTION 26 WHICH BEARS N 00°14'02" W) THENCE

S 89°46'47" W 25.00 FEET ALONG THE NORTH LINE OF SAID SECTION 34.
THENCE

S 00°24'25" E 25.00 FEET TO THE POINT OF BEGINNING, THENCE

[Handwritten signature]

Exhibit B

S 00°24'25" E 1294.34 FEET TO A POINT 25 FEET WEST OF A 1/16th CORNER.
THENCE ALONG THE NORTH BOUNDARY OF SLOVIACZEK SUBDIVISION
S 89°43'14" W 1295.95 FEET TO A 1/16th CORNER. THENCE
S 89°46'39" W 1320.66 FEET TO A 1/16th CORNER. THENCE ALONG THE MID-
SECTION LINE
N 00°23'26" W 756.40 FEET TO A POINT WHICH IS S 00°23'26" E 564.34 FEET
FROM THE NORTH 1/4 CORNER OF SAID SECTION 34, THENCE LEAVING THE
MID-SECTION LINE
S 86°43'47" E 220.69 FEET, THENCE
N 53°16'50" E 180.60 FEET, THENCE
N 32°53'59" E 60.82 FEET, THENCE
N 07°09'41" W 277.41 FEET, THENCE
N 20°36'04" E 70.29 FEET, THENCE
N 42°05'54" E 72.14 FEET TO A POINT 25 FEET SOUTH OF THE NORTH
SECTION LINE, THENCE ALONG A LINE WHICH IS 25.00 FEET SOUTH AND
PARALLEL TO THE NORTH SECTION LINE OF SAID SECTION 34
N 89°46'47" E 2175.92 FEET TO THE POINT OF BEGINNING.

CONTAINS 73.17 ACRES

TOTAL AREA 142.29 ACRES

(Handwritten signature)

WAGNER DESCRIPTION PARCEL 3

A PORTION OF SECTION 26, T. 5 N., R. 2 W., BOISE MERIDIAN, CANYON COUNTY, IDAHO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 26, (THE BASIS OF BEARING IS THE LINE BETWEEN THE SOUTHEAST CORNER OF SECTION 26, T. 5 N., R. 2 W., BOISE MERIDIAN AND THE NORTHEAST CORNER OF SAID SECTION 26 WHICH BEARS N 00°14'02" W) THENCE

N 00°14'02" W 25.04 FEET ALONG THE EAST LINE OF SAID SECTION 26, THENCE

S 89°37'34" W 25.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING 25.00 FEET NORTH OF THE SOUTH SECTION LINE AND 25.00 FEET WEST OF THE EAST SECTION LINE. THENCE ALONG A LINE WHICH IS 25.00 FEET NORTH AND PARALLEL TO THE SOUTH SECTION LINE OF SAID SECTION 26 S 89°37'34" W 969.88 FEET. THENCE

N 00°11'28" W 1295.99 FEET TO A POINT ON A 1/16th LINE, THENCE ALONG THE 1/16th LINE

N 89°38'05" E 968.91 FEET TO A POINT 25.00 FEET WEST OF A 1/16th CORNER, THENCE ALONG A LINE WHICH IS 25.00 FEET EAST AND PARALLEL TO THE EAST SECTION LINE OF SAID SECTION 26

S 00°14'02" E 1295.34 FEET TO THE POINT OF BEGINNING.

CONTAINS 28.34 ACRES

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").

WITNESSETH:

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

at date 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 Baese
My Commission expires: 9-6-00

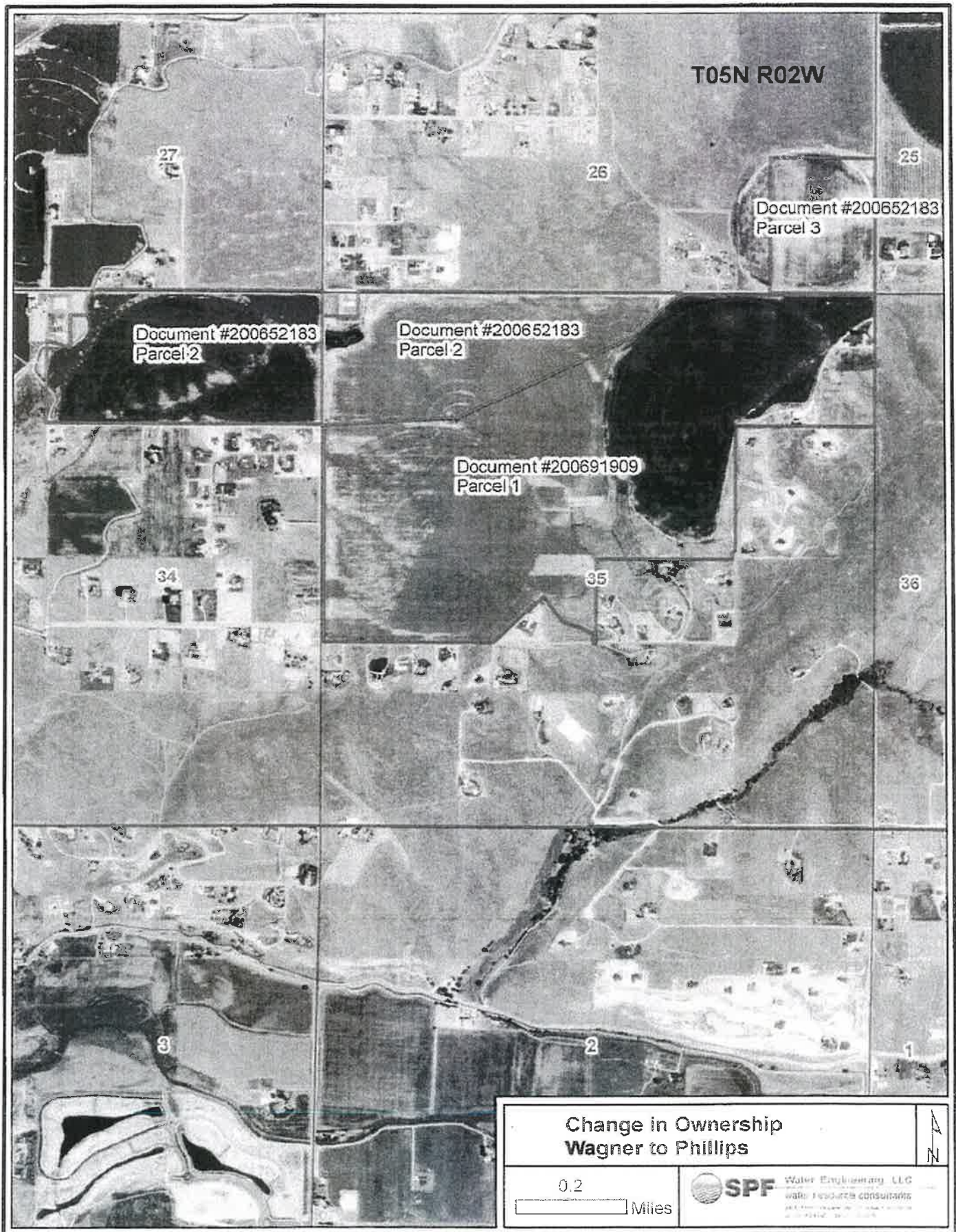
ACCEPTANCE OF TRUST AGREEMENT

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 12th day of January, 1995.



RICHARD M. PHILLIPS



Richard Phillips and the Staci Phillips Trust Metes and Bounds



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: A63-08116
Date Received: 1/10/1990
Receipt No: CO13928
Received By: JP

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: MICHAEL E. WAGNER 208-585-2954
Address: 25838 N. MIDDLETON RD.
MIDDLETON, ID 83644

AND/OR

Name: ANNE WAGNER 208-585-2954
Address: 25838 N. MIDDLETON RD.
MIDDLETON, ID 83644

2. Date of Priority: APR 23, 1975

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	35	SW	NE	NE		CANYON
			SE	NW	NW		CANYON

5. Description of diverting works:
WELLS, PUMPS, PIPELINES TO SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	10/31	2.600		1098.50

7. Total Quantity Appropriated is:
2.600 C.F.S. (and/or) 1098.50 A.F.A.

8. Total consumptive use is 1386.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

A63-08116

Page 1

Date: 01/10/90

MICROFILMED
AUG 24 1992

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
05N	02W	26	SE	SE		IRR	27.0
						Section Acres	27.0
		34	NE	NE		IRR	37.0
			NW	NE		IRR	38.0
						Section Acres	75.0
		35	NE	NE		IRR	30.0
			NW	NE		IRR	40.0
			SW	NE		IRR	40.0
			NE	NW		IRR	40.0
			NW	NW		IRR	32.0
			SW	NW		IRR	40.0
			SE	NW		IRR	40.0
			NE	SW		IRR	12.0
			NW	SW		IRR	20.0
						Section Acres	294.0
						Total Acres	396.0

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:
A63-03270, A63-08034, A63-03278

14. Remarks:

15. Basis of Claim: LICENSE

16. Signature(s)

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

Number of attachments: 1

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): Michael E Wagner Date: 1/10/90

Date: _____

State of Idaho)
County of ADA) SS.

Subscribed and sworn (or affirmed) before me this 10 day
of JANUARY 19 90

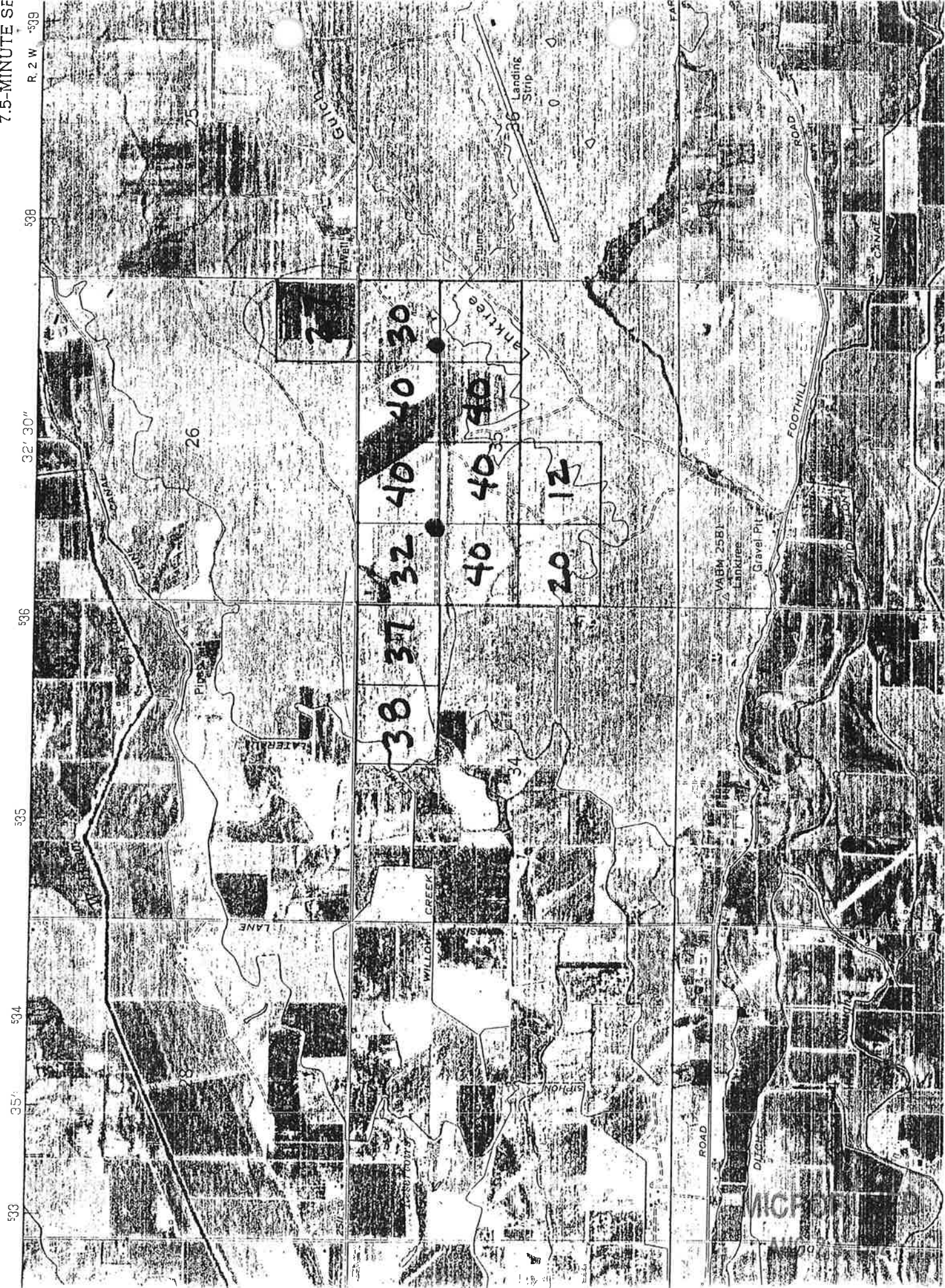
Jeff Peppersack
Notary Public

Seal

Residing at _____

My Commission Expires _____

Jeff Peppersack, Notary Public
Residing at Boise, Idaho
My Commission Expires Nov. 8, 1994





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

July 8, 2009

MICHAEL E WAGNER
ANNE WAGNER
25838 N MIDDLETON RD
MIDDLETON ID 83644

Re: Original Water Right Nos. 63-3278, 63-8034, 63-8116, 63-3270

Renumbered to Water Right Nos. 63-33216, 63-33218, 63-33220,
63-33222

Dear Mr. & Mrs. Wagner:

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 number reflects your remaining portion of the original right after the change of ownership. Enclosed is a copy of this new water right for your records. Please refer to your new number when corresponding with our office. Also enclosed is a copy of the Notice of Completed Administrative Proceedings, which has been sent to the SRBA Court as notification of this change.

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

Sincerely,

Lori Harris
Technical Records Specialist 2
Adjudication Section
Western Region Office

LH:1
Enclosures