

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUL 15 2025

IDWR / NORTH

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
95-13717	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: John T and Nancy L Wagner
- Name of current water right holder/claimant
 3. New Owner(s)/Claimant(s): John T Wagner and Nancy L Wagner Revocable Trust
- New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or
- 9030 North Hess Street Ste. 372 Hayden ID 83835
- Mailing address City State Zip
- 509-939-2166 or 509-954-8225 jt Wagner2012@yahoo.com or wagner73nancy@gmail.com
- Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: November 8, 2019 (adj.) Priority 10/5/1992
6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
- o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
7. This form must be signed and submitted with the following **REQUIRED** items:
- ☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- ☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- ☒ Filing fee (see instructions for further explanation):
- o \$25 per undivided water right.
- o \$100 per split water right.
- o No fee is required for pending adjudication claims.
- ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
- ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: John T Wagner Trustee 7-15-2025
- Signature of new owner/claimant Title, if applicable Date
- John T Wagner
- Print name
- Signature: Nancy L Wagner Trustee 7-15-2025
- Signature of new owner/claimant Title, if applicable Date
- Nancy L Wagner
- Print name

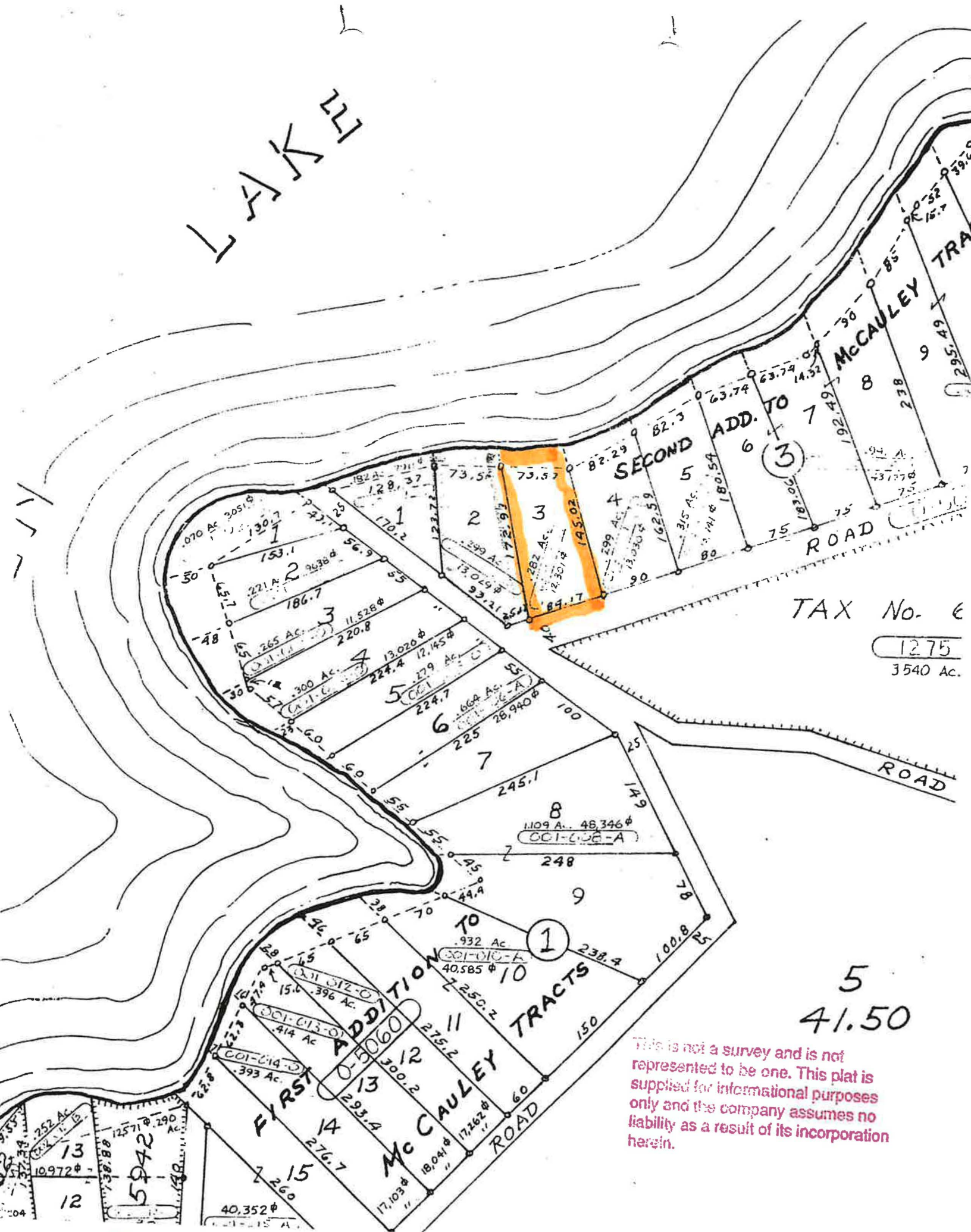
For IDWR Office Use Only:

Received by MB Date 7/15/25 Receipt No. N045516 Receipt Amt. \$2500

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by _____ Processed by NS Date 9.30.25

LAKEL



TAX No. 6
 1275
 3540 Ac.

5
 41.50

This is not a survey and is not represented to be one. This plat is supplied for informational purposes only and the company assumes no liability as a result of its incorporation herein.

QUIT CLAIM DEED

THE GRANTORS, JOHN T. WAGNER and NANCY L. WAGNER, residing at 6323 S. Madelia, Spokane, WA 99223, dealing in their sole and separate property, for and in consideration of a transfer into a Revocable Living Trust, convey and quitclaim to the Grantees, **JOHN T. WAGNER and NANCY L. WAGNER, TRUSTEES** residing at 6323 S. Madelia, Spokane, WA 99223, **JOHN T. WAGNER and NANCY L. WAGNER REVOCABLE LIVING TRUST DATED September 15, 2011**, all right, title and interest in and to the following-described real property, including any interest in a life estate, situate in the County of Kootenai and State of Idaho, to wit:

Lot Three (3) in Block Three (3) SECOND ADDITION TO MCCAULEY TRACTS, as per plat recorded in Book D of Plats at Page 109, records of Kootenai County, Idaho.

TOGETHER WITH: Any after-acquired title of the Grantor.

SUBJECT TO: All rights, restrictions, covenants and easements of record.

Situs Address: 7331 E. Revilo Point Road

PIN : 0508000030030

JOHN T. WAGNER and NANCY L. WAGNER REVOCABLE TRUST

THIS TRUST AGREEMENT is made and entered into by and between JOHN T. WAGNER and NANCY L. WAGNER, hereinafter jointly referred to as the "Settlors" and JOHN T. WAGNER and NANCY L. WAGNER, hereinafter jointly referred to as Trustee;

WHEREAS, the Settlers are the owners of the real property interests described in Exhibit "A" which is attached hereto which, and by this reference, is made a part hereof and incorporated herein. The said real in Exhibit "A" is collectively hereinafter referred to as the "Property"; and

WHEREAS, the Settlers desire to convey the Property to the Trustee, in trust, to be held and administered in accordance herewith;

NOW, THEREFORE, for and in consideration of the recitations set forth above, the terms and provisions herein contained, and the mutual benefits to be derived herefrom, the parties do hereby contract, covenant and agree as follows:

1. **Trust Property.** For good and valuable consideration, the Settlers do hereby convey, transfer and deliver to the Trustees the real property interests described in Exhibit "A" which is annexed hereto, to have and to hold the same, together with any cash, securities, or other property which the Settlers may hereafter convey to the Trustee, pursuant to any of the provisions of this Trust Agreement, all of such property being hereinafter referred to collectively as the trust estate, for the uses and purposes and upon the terms and conditions herein set forth.

2. **Dispositive Provisions.** The Trustee shall hold, manage, invest and reinvest the trust estate, and shall collect the income thereof and shall dispose of the net income and principal of the trust estate as follows:

A. **Payment of Trust Expenses.** The Trustee shall apply all income and principal, subject to Paragraph (b) below, as necessary for maintenance of the Property including but not limited to insurance, utilities, sewer and/or water assessments and payment

of taxes or other required governmental levies related to maintaining a property interest in the Property. In the event the trust estate does not have sufficient funds with which to pay the expenses of ownership and maintenance of the property described in Exhibit "A", the beneficiaries shall be responsible for and obligated to pay said expenses as they are due.

B. Maintenance / Improvements. In the event non-standard maintenance or improvements to the Property are contemplated, and the trust estate is insufficient to pay the costs of such improvements, the beneficiaries shall share proportionately in the cost thereof and shall have equal opportunity to express agreement or disagreement with the plans and costs of such improvements.

C. Distribution on Death of Each Settlor. Upon the death of the first of JOHN T. WAGNER and NANCY L. WAGNER, (hereinafter referred to as the "Deceased Settlor"), that portion of the trust estate which is constituted of the community share of the Deceased Settlor and any separate property of the Deceased Settlor shall be distributed as the Deceased Settlor appoints by his or her Last Will and Testament or by the last unrevoked written document delivered to the Trustee during such Deceased Settlor's lifetime, by specific reference to this reserved general power of appointment. To the extent the Deceased Settlor fails to effectively exercise this power of appointment, the Trustee shall distribute the trust estate (or the portion not effectively appointed) to the Personal Representative of the estate of the Deceased Settlor. Upon the death of the second to die Settlor (hereinafter referred to as the Surviving Settlor), that portion of the trust estate which is constituted of the community share of the Surviving Settlor and any separate property of the Surviving Settlor shall be distributed as the Surviving Settlor appoints by his or her Last Will and Testament or by the last unrevoked written document delivered to the Trustee during such Surviving Settlor's lifetime, by specific reference to this reserved general power of appointment. To the extent the Surviving Settlor fails to effectively exercise this power of appointment, the Trustee shall distribute the trust estate (or the portion not effectively appointed) to the Personal Representative of the estate of the Settlor designated as the Surviving Settlor.

3. **Successor Trustee.** Upon the death of the Survivor of the Trustees, or in the event both of the Trustees, for any reason, are unable or unwilling to so act, then AMANDA K. FOSTER is hereby appointed as successor Trustee to hold and administer this Trust in accordance with the terms and provisions hereof. If for any reason AMANDA K. FOSTER is unable or unwilling to act as successor Trustee hereunder, either before or after qualifying, I hereby appoint JASON E. WAGNER as successor Trustee to hold and administer this Trust in accordance with the terms and provisions hereof.

2. **Trustee's Powers.** Without regard to any legal restrictions otherwise applicable to Trustee, the Trustee are authorized and empowered, in the sole and absolute discretion of the Trustee, to exercise the following discretionary powers as well as any other powers conferred by law;

a. To retain, whether originally a part of the trust estate or subsequently acquired, and to purchase or otherwise acquire and to retain, any property, whether or not such property is authorized for investment by law, or is unsecured, unproductive, or of a wasting nature, all without diversification as to kind and amount.

b. To transfer, sell, exchange, partition, lease, mortgage, create a security interest in, pledge, give options upon, or otherwise dispose of any property at any time held by Trustee, at public or private sale or otherwise, for cash or other considerations or on credit, and upon such terms and conditions, with or without security, and for such price, as they may determine.

c. To hold any part of the trust estate in cash or uninvested for any period deemed advisable.

d. To extend, modify or waive the terms of any bond or mortgage at any time forming part of the trust estate; to foreclose any such mortgage or take title to the property securing it by deed in lieu of foreclosure or otherwise; to protect or redeem any such property from forfeiture for nonpayment of taxes or other liens; and generally to exercise as to any such bond or mortgage or such property all powers that an absolute owner might exercise.

e. To exercise any option, right or privilege to convert bonds, notes, corporate shares or other securities, or to subscribe for additional or other bonds, notes, corporate shares or other securities; to make such conversions or subscriptions; to make payments therefor, and to advance or borrow money for the purpose of exercising any such option, right or privilege, and to hold as investments such bonds, notes, corporate shares and other securities so acquired, notwithstanding that they are not of a character authorized for investments by law or by other provisions of this Trust Agreement.

f. To vote any corporate shares held by the Trustee in person, through a designee, or by proxy, with or without power of substitution, and to exercise authority or proxies to one or more designees or nominees.

g. To borrow money for any trust purpose and to pledge all or any part of the trust estate to secure such borrowing, without incurring any personal liability therefor.

h. To pay, extend, renew, modify or compromise, upon such terms as the Trustee may determine, and upon such evidence as the Trustee may deem sufficient, any obligation or claim, including taxes, either in favor of or against the trust estate.

i. To hold or register any securities or other property of the trust estate in the names of a nominee or in such form as to pass by delivery, with or without indicating the fiduciary character of such securities or other property.

j. To hold any separate parts or shares of the trust estate wholly or partly in undivided form for convenience of investment and administration.

k. To divide and distribute the trust estate in kind or in money, or partly in each, or by way of undivided interests, and for such purposes to value any property to be thus divided or distributed at fair market values at the date or dates of distribution.

3. **Additional Property.** The Settlers respectfully reserve the right for the Settlers or any other person to increase the trust estate by delivering property to the Trustee to be held and administered pursuant to this Trust Agreement, and all such additional property shall be a part of the trust estate.

4. **Spendthrift Clause.** No interest of any beneficiary under any trusts created hereby either in income or in principal shall be subject to pledge, assignment, sale or transfer in any manner, nor shall any beneficiary have the power in any manner to anticipate, charge or encumber his interest, either in income or principal, nor shall such interest of any beneficiary be liable or subject in any manner for the debts, contracts, liabilities, engagements or torts of such beneficiary.

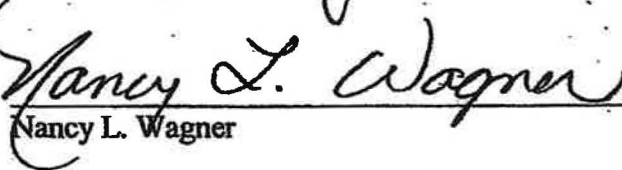
5. **Situs.** This trust shall not take effect until the execution of this Trust Agreement by both the Settlor and both of the Trustee, and it shall be governed and construed in all respects, as to each item of real property of the trust estate according to the state of its location, and as to items of personality according to the laws of the State of Washington.

6. **Amendment and Revocation.** The Settlor reserves the right, at any time and from time to time, by instrument in writing delivered to the Trustee, to amend, modify or revoke this trust in whole or in part.

IN WITNESS WHEREOF, the Settlor and the Trustee have executed and sealed this Trust Agreement as of this 15 day of September, 2011.

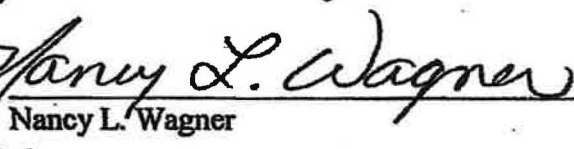
"Settlor":


John T. Wagner


Nancy L. Wagner

"Trustee":


John T. Wagner


Nancy L. Wagner

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that **John T. Wagner and Nancy L. Wagner** as Settlers, signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 15th day of September, 2011.



Karen I. Sayre
NOTARY PUBLIC
My commission expires 1.15.2014

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that **John T. Wagner and Nancy L. Wagner** as Trustee, signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 15th day of September, 2011.



Karen I. Sayre
NOTARY PUBLIC
My commission expires 1.15.2014



IDAHO DEPARTMENT OF
WATER RESOURCES

Northern Region • 7600 N Mineral Drive, Suite 100 • Coeur D'Alene, ID 83815-7763
Phone: 208-762-2800 • Fax: 208-762-2819 • Email: northerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

September 30, 2025

JOHN T WAGNER & NANCY L WAGNER REVOCABLE TRUST
9030 N HESS ST PMB 372
HAYDEN ID 83835-9827

Re: Change in Ownership for Water Right No(s): 95-13717

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at 208-762-2813.

Sincerely,



Natalie Steading
Tech Records Specialist 1

Enclosure(s)

c: MCHUGH BROMLEY PLLC