

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

RECEIVED
 JUL 30 2004
 DEPARTMENT OF
 WATER RESOURCES

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>75-4309</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) FRANK H. AND NANCY L. PORTER
2801 CARNEGIE AVE., CLEVELAND, OH 44115
4. New Owner/Claimant(s) MAIN TRUST OF FRANK H. PORTER, Elizabeth Porter Daane, Trustee
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 29425 CHAGRIN BLVD., Suite 207
- City, State and ZIP Code PEPPER PIKE, OH 44122
- New Telephone Number (216) 360-8690
5. Date you acquired the property December 15, 2000

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) Edna Deane, Trustee
(include title if applicable) Main Trust & Frank H. Porter

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 D.M. [Signature] Date 7-2-04 Fee _____
 Receipted by [Signature] Date 7-2-04 Receipt No. 0074681
 Processed by [Signature] Date 10-5-04 WR _____ Date _____

O.K. to process ✓
R Brown 10/5/04

WARRANTY DEED

Bob at

For Value Received

FRANK H. PORTER, individually,
dealing with his sole and separate property,

the Grantor does hereby grant, bargain, sell and convey unto

Main Trust of Frank H. Porter U/D 6/7/2000
Frank H Porter, Trustee and his successors in trust,
14761 County Line Road
Chagrin Falls, Ohio 44022

the Grantee, the following described premises, in Larni County Idaho, to-wit:

Lots 5, 6, and 9, and the S $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 34, Township 24 North, Range 21 East Boise Meridian, and that portion of Homestead Entry Survey No. 50, situated in said Section 34, Township and Range aforesaid, particularly described as follows, to-wit:

Beginning at a corner No. 5, H.E.S. No. 50, in Section 34 and Section 27, Township 24 North, Range 21, East Boise Meridian, and thence North 89°58' West 668 feet, more or less, to the easterly right-of-way line of U.S. Highway No. 93; thence North 36°36' East, 1061.0 feet, more or less; thence South 89°58' East, 35 feet to the line between corner No. 5 and Corner No. 6 of H.E.S. No. 50; thence South 0°02' East 850 Feet, more or less, to the place of beginning, together with all water and water rights used in connection therewith.

EXCEPTING a fraction of Lots 6 and 9 of Section 34, Township 24 North, Range 21, East Boise Meridian, more particularly described as follows to wit:

Beginning at Corner No. 4 of H.E.S. No. 50 of said Lot 6, run thence East along the South boundary of H.E.S. No. 50 a distance of 340.0 feet, more or less, to a point on the Westerly right-of-way line of U.S. Highway No. 93; thence Southeasterly along said right-of-way line 2300.0 feet; thence South to the Northeasterly bank of the Salmon River; thence Northwesterly along the Northeasterly bank of the Salmon River, 2600 feet, more or less, to beginning, together with all water and water rights used in connection therewith.

ALSO, EXCEPTING, a fraction of Lot 6 and 9, in Section 34, Township 24 North, Range 21 East, Boise Meridian, more particularly described as follows, to-wit:

Commencing at the intersection of the South Boundary of H.E.S. No. 50, in said Lot 6, and the Easterly right-of-way line of U.S. Highway No. 93, run thence Southerly along the Easterly right-of-way line of U.S. Highway No. 93, on a curve to the East for a distance of 247.4 feet to the point of beginning, and the Northwesterly corner of the tract of land herein described; thence North 81°43' East 168.9 feet; thence South 15°11' East 389.0 feet; thence South 78°55' West 183.8 feet to a point on the Easterly right-of-way line of U.S. Highway No. 93; thence Northerly along said right-of-way line, on a curve to the East for a distance of 395.5 feet, more or less, to the point of beginning, together with all improvements thereon and all water and water rights, ditch and ditch rights used in connection therewith.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that its the owner in fee simple of said premises; they are free from all encumbrances except the lien for taxes for the current year, any liens and encumbrances of record on this date, and any liens or encumbrances suffered or created by Grantee prior to the date hereof, that he will warrant and defend the same from all lawful claims whatsoever.

DATED: the 15th day of December, 2000.

FRANK H. PORTER, Individually

STATE OF OHIO, COUNTY OF <u>Cuyahoga</u>	THIS SPACE RESERVED FOR COUNTY RECORDER
On this <u>15</u> day of <u>December</u> , 2000, before me a Notary Public in and for Said State, personally appeared	State of Idaho) SS No. <u>246050</u> County of Larni)
FRANK H. PORTER	This instrument was filed for record at the request of <u>Milton A. Slavin</u>
known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.	at <u>12:00</u> clock <u>A.M.</u> on <u>12-27</u> <u>2000</u>
<u>[Signature]</u>	and duly filed and indexed in the records of Larni County
(SEAL) Notary Public for State of Ohio	Terri J. Morton Ex-Officio Recorder
Residing at <u>[Address]</u>	He <u>[Signature]</u> Deputy
My Commission Expires <u>[Date]</u>	Fee <u>\$</u>
NOTARY PUBLIC - STATE OF OHIO	Subscribed to <u>Milton A. Slavin</u>
PORTERZwd687-91 Commission Has No Expiration Date	Section 147.03 O.R.C.





1015 Capital Blvd Suite 1900
Boise Idaho 83702
phone 208.389.9000
fax 208.389.9040
www.stoel.com

Name:	Fax No.	Company/Firm	Phone No.
TO: Roxanne Brown	208-327-5400	Idaho Department of Water Resources	

Name:	Sender's Direct Dial:	Sender's Direct Email:
FROM: Zulma Velazquez	(208) 387-4219	zxvelazquez@stoel.com

Client:	Matter:

Date: September 21, 2004

No. of Pages (including this cover):

5

Originals Not Forwarded Unless Checked:

☐ First Class Mail

☐ Overnight Delivery

☐ Hand Delivery

In case of error call _____ at _____

This facsimile may contain confidential information that is protected by the attorney-client or work product privilege. If the reader of this message is not the intended recipient or an employee responsible for delivering the facsimile, please do not distribute this facsimile, notify us immediately by telephone, and return this facsimile by mail. Thank you.

COMMENTS: Water Right Transfer No. 75-4309 - As per our telephone conversation of yesterday, please find attached the document requested.

If any additional information is needed, please give me a call. Thank you for your prompt attention to this matter.

Best of luck in the move!

**IN THE COURT OF COMMON PLEAS
PROBATE DIVISION
GLAUGA COUNTY, OHIO**

IN THE MATTER OF:	)	CASE NO. 02PE000329
	)	
THE ESTATE OF	)	JUDGE CHARLES E. HENRY
FRANK H. PORTER, DECEASED	)	
	)	CERTIFICATE OF APPOINTMENT
	)	OF EXECUTOR

State of Ohio)
)
County of Cuyahoga)

I, CHARLES E. HENRY, Judge and Clerk of the Probate Court, (a Court of Record), within and for said County, do hereby certify that on the ELIZABETH P. DAANE day of 13th, August A.D., 2003 was duly appointed and qualified as Executor of the estate of Frank H. Porter, deceased, late of Russell Township, in said County, and that she still lawfully remains in the full discharge of her duties as said Executor, all of which appears by record of said Court.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of said Court at Chardon, Ohio, this 8th day of April, A.D. 2003.


CHARLES E. HENRY, Judge


Probate Clerk

DECLARATION OF TRUST

Main Trust of Frank H. Porter

ON THIS 7th day of June, 2000, I,

FRANK H. PORTER, of Geauga County, Ohio, as grantor and Declarant, acknowledge and declare that I have set apart the property described in Schedule A from my other assets, that I have transferred them to myself, **IN TRUST**, and that from this day forward such property and all other trust property shall be held in trust and administered and distributed by me and successor Trustees as follows:

My Trust

1. The Trustee shall hold all trust property for my benefit as a single trust that shall be administered as follows:

(a) **In General**. The Trustee shall distribute to me such portions of the net income and principal, even to its exhaustion, as I from time to time direct. I presently plan to fund the trust held under Paragraph 1 with some of my assets of all kinds. I may make the necessary transfers myself or through agents.

(b) **During Incapacity**. During any period in which I am incapacitated, the Trustee from time to time:

(i) **(As to Basic Concerns)** shall distribute or otherwise apply such portions of the net income and principal as in the Trustee's judgment shall be appropriate to provide for my support, health, welfare, and other best interests and the health and education of my lineal decedents.

(ii) **(Otherwise)** is authorized from time to time to distribute to and among such one or more members of a class composed of my lineal descendants, and eligible organizations, as the Trustee shall select such portions of the net income and principal as the Trustee shall consider consistent with my past practices of giving or advisable for the reduction of estate taxes at my death or both. Such distributions may be made to any one or more of such individuals and organizations

property as the Trustee shall deem advisable; (iv) to withdraw any part or all of the trust property from time to time held by such Special Trustee; and (v) to remove any Special Trustee which the Trustee has designated. Any such designation or removal shall be made by written instrument executed by the Trustee and delivered to the Special Trustee so designated or removed. Except as expressly limited by the written instrument designating a Special Trustee, such Special Trustee shall have the powers and duties with respect to the property held by such Special Trustee, which are conferred and imposed on the Trustee in Paragraph 7(a) but none of those considered in any other provision of this instrument. Any and all net income from time to time derived from trust property held by such Special Trustee shall be remitted promptly to the Trustee for disposition in accordance with the applicable provisions of this instrument. Any Special Trustee from time to time serving may at any time resign by delivering a written resignation to the Trustee, but no such resignation shall become effective until a successor Special Trustee is designated or until the Trustee is prepared to accept transfer and delivery of the trust property held by the resigning Special Trustee. If for any reason any Special Trustee ceases to serve in such capacity, the trust property then held by such Special Trustee shall be transferred and delivered to a successor Special Trustee, or to the Trustee, in accordance with the directions of the Trustee. Except as the Trustee may otherwise determine, no Special Trustee shall be required to furnish bond. Each Special Trustee from time to time serving shall be entitled to reasonable compensation for services performed. The Trustee shall be not be liable for any neglect, omission, or wrongdoing of any Special Trustee that it has been directed to designate, or of any Special Trustee designated by the Trustee if reasonable care is exercised in selecting such Special Trustee.

Tenure, Succession, and Compensation of Trustee

8. The following provisions relate to the tenure, succession, and compensation of the Trustee and successor Trustee:

(a) Resignations. Each Trustee shall have the right to resign by delivering a written notice of resignation to the beneficiaries of the trusts then held, but no resignation shall become effective until the acceptance of the trust by a successor Trustee designated in accordance with Paragraph 8(b). In addition, any individual Trustee shall be deemed to have resigned if any such beneficiary or successor receives a written opinion from an examining physician to the effect that such individual Trustee no longer has the capacity to attend regularly to financial affairs.

(b) Succession. Any vacancy in the trusteeship, however occurring, shall be filled by one of the following in the order of preference indicated: (i) such individual as I shall designate or, if I am then incompetent, (ii) Elizabeth P. Deane, my daughter, (iii) Frank H. Porter, Jr., my son, (iv) George H.L. Porter, my son, (v) Frederick

(b) **Revocation and Amendment.** I reserve the right from time to time to revoke the settlement evidenced by this instrument in whole or part and the right to amend its provisions in any respect. Any revocation shall be made by written notice signed by me and delivered to the Trustee during my life or, if I am then serving, to the first successor Trustee named in Paragraph 8(b) who is then competent, or if none is, executed by me before two subscribing witnesses with notarial acknowledgment. Each amendment of this instrument shall be evidenced by a written modification executed by the Trustee and me or, if I am then serving, similarly signed and delivered or executed by me. Each amendment of an Exhibit shall be made by written instrument signed by me and delivered to the Trustee. No guardian of mine may exercise any rights under this Paragraph 9(b).

Interpretation

10. The construction and validity of this instrument shall be determined in accordance with the laws of the State of Ohio and without regard to titles, which are used for convenience of reference only.

IN WITNESS WHEREOF have I made, executed, published, and signed this Declaration of Trust, in duplicate, at Cleveland, Ohio, on the date first above written and have delivered one fully executed original of the same to the first successor Trustee named in Paragraph 8(b).

Signed and acknowledged in the presence of


Christine H. Aiken


Frank H. Foster
DECLARANT



RECEIVED

JUL 30 2004

DEPARTMENT OF
WATER RESOURCES
Idaho State Capitol Boulevard, Suite 1900
Boise, Idaho 83702
main 208.389.9000
fax 208.389.9040
www.stoel.com

July 27, 2004

ZULMA VELAZQUEZ
Direct (208) 387-4219
zxvelazquez@stoel.com

Roxanne Brown
Idaho Department of Water Resources
1301 N. Orchard
Boise, Idaho 83706

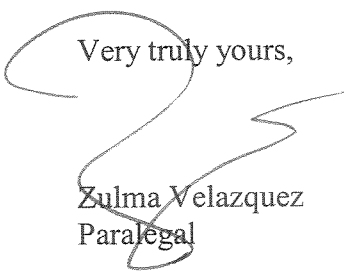
Re: Transfer of Water Rights

Dear Ms. Porter:

As per your previous telephone conversation with my co-worker Brad Ebert, please find attached the Notice of Change in Water Right Ownership for Water Right Nos. 75-10753 and 75-4309. Also please find check nos. 302833 and 303834 each in the amount of \$25.00 to cover your filing fee.

If any additional information is needed, please feel free to give me a call. Thank you for your prompt attention to this matter.

Very truly yours,


Zulma Velazquez
Paralegal

Enclosures