

DE ✓

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
OCT 14 2010
DEPT. OF WATER RESOURCES
SOUTHERN REGION

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.

all pd

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
A71-04025	Yes ☐		Yes ☐		Yes ☐
A71-04026	Yes ☐		Yes ☐		Yes ☐
A71-04001A	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

Craig Rember or Elizabeth L. Rember

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

The Craig and Elizabeth Rember Family Trust

Name of each new owner as listed on the conveyance document

New owner continued

Name connector ☐ and ☐ or ☐ and/or

P.O. Box 195

Mailing address

Stanley

City

ID

State

83278

ZIP

208-774-3430

Telephone

jrember@ruralnetwork.net

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: August 23, 1991

6. 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):
 - \$25 per undivided water right.
 - \$100 per split water right.
 - No fee is required for pending adjudication claims.

7. Signature:

[Signature]
Signature of new owner/claimant

Co-Trustee

Title, if applicable

10-9-10

Date

Signature:

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by Cher

Date

10/15/10

Receipt No.

5031654

SUPPORT DATA Receipt Amt.

12500
7500

Approved by

Processed by

Date

IN FILE #

71-4001A

October 9, 2010

IDWR Southern Region
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380

RECEIVED
OCT 14 2010
DEPT. OF WATER RESOURCES
SOUTHERN REGION

To Whom It May Concern:

Please find enclosed two Notices of Change in Water Right Ownership for five water rights previously owned by my parents, Craig V. and Elizabeth L. Rember. The two pieces of property that these water rights are attached to were placed into the Craig and Elizabeth Rember Family Trust and into Rember Properties, LLC, respectively, in 1991 and 1999. However, the transfer of ownership of the water rights was overlooked at that time.

As part of my duties as co-executor of my parents' estate, I am applying to put these water rights under the correct ownership. My capacity is as co-trustee for the Rember Family Trust, and as manager for Rember Properties, LLC.

Please let me know if you require further documentation of the ownership of these five water rights.

Thank you very much.

Sincerely,



John Rember
P.O. Box 195
Stanley, ID 83278
208-774-3430
jrember@ruralnetwork.net

ASSIGNMENT, BILL OF SALE & DEED

CRAIG V. REMBER and L. ELIZABETH REMBER, husband and wife, hereinafter referred to as the "Assignors", do hereby assign, transfer and convey unto The Craig & Elizabeth Rember Family Trust, U/T/A dated August 23, 1991, of which Craig V. Rember and L. Elizabeth Rember are the Trustees, hereinafter referred to as the "Trust", all right, title and interest in all property or property rights, tangible or intangible, which is now owned or may hereafter be owned by the Assignors, except for property to which written documents pertain stating a contrary intent.

The Assignors further state and direct as follows:

1. EFFECTUATION OF TRANSFER: Assignors intend that this document by itself shall effectuate the transfer without any necessity of additional transfer documents and directs and consents that this document may be recorded or filed in any public agency to evidence the transfer of any property or property right which may vest title in the Trust.

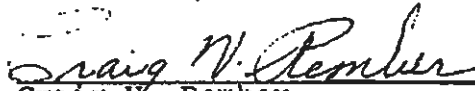
2. EXECUTION OF ADDITIONAL DOCUMENTS: If by reason of law, regulation, custom or other requirement, additional documents are necessary to mechanically evidence the transfer, the trustee of the Trust is given the express power by Assignors to prepare and sign, on Assignors' behalf, whatever additional documents are necessary to mechanically carry out the intent of this omnibus transfer.

COPY

3. PURPOSE: The purpose of this document is to carry out the intent of the Assignors so that all of the Assignors' property (not otherwise transferred to a partnership, corporation, retirement plan or other trust) will be owned by the Trust, in order to make unnecessary the probate and other court proceedings which would otherwise be required if property is owned by Assignors at the time of Assignors' death.

4. EXAMPLES: Specific examples of property to which this transfer applies would be (1) causes of action in the nature of legal claims against other persons; (2) property rights accrued by reason of unwritten contracts or commitments; (3) inheritances which result in property being owned by Assignors by operation of law or documents of which Assignors are not aware; (4) devises from estates; (5) distributions from trusts; and (6) real or personal tangible or intangible property that was inadvertently forgotten or omitted from transfer to the Trust.

Dated this 23rd day of August, 1991.


Craig V. Rember


L. Elizabeth Rember

"Assignors"

THE CRAIG & ELIZABETH REMBER FAMILY TRUST

THIS TRUST AGREEMENT, is made and executed this 23rd day of August, 1991, by and between CRAIG V. REMBER and L. ELIZABETH REMBER, husband and wife, of Custer County, Idaho, hereinafter collectively referred to as the "Grantors" and each singly as a "Grantor", and CRAIG V. REMBER and L. ELIZABETH REMBER, hereinafter referred to as the "Trustee".

W I T N E S S E T H:

WHEREAS, the Grantors desire to create a trust effective this date, and the Trustee agrees to act as Trustee thereof;

NOW, THEREFORE, the Grantors and Trustee agree as follows:

ARTICLE I

1. TRUST NAME: This trust shall be known as: "The Craig & Elizabeth Rember Family Trust."

2. TRUST PROPERTY: The Grantors hereby transfer, convey and deliver to the trust the property set forth on Schedule "A" which is attached hereto and by reference made part hereof. All the property transferred and delivered to the trust shall, upon written acceptance thereof by the trust, constitute the trust estate and shall be held, managed distributed as hereinafter provided.

STATE OF IDAHO)

County of Ada)

ss.

On this 23rd day of August, 1991,
before me, the undersigned, a Notary Public in and for said
State, personally appeared CRAIG V. REMBER and L. ELIZABETH
REMBER, 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.

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

(SEAL)

Stephen Z. Prun
Notary Public for Idaho

Commission expires: 7-30-92

09/11149.1

ASSIGNMENT, BILL OF SALE & DEED-3

3. ADDITIONAL PROPERTY: The Grantors, or either of them, or any other person, with the consent of the trust, may name the trust as beneficiary of life insurance policies, or deposit property with the trust, or devise property to the trust.

ARTICLE II

1. WITHDRAWALS BY GRANTORS: While both Grantors are living, the Trustee shall distribute to or for the benefit of the Grantors such sums from income and principal as the Grantors may at any time request.

2. DISTRIBUTIONS BY TRUSTEE: The Trustee may distribute to or for the benefit of the Grantors, or either of them, such sums from income and principal as the Trustee deems reasonable for the maintenance, support and health of either or both Grantors.

3. CHARACTER OF PROPERTY: All community property transferred to this trust by the Grantors shall retain its character as community property during the joint lifetime of the Grantors and any withdrawal from the trust by the Grantors of such property shall be their community property. All separate property of either Grantor transferred to this trust shall likewise retain its character as separate property.

4. LIFE INSURANCE: The following rights and obligations apply to any life insurance policies which designate the trust as beneficiary.

limitation or condition and 25 years thereafter. This trust agreement shall be construed to eliminate or modify any provisions violating the foregoing sentence, but in such a manner so that the provisions of this trust agreement are carried out to the greatest extent possible.

ARTICLE V

1. INCOME AND PRINCIPAL ALLOCATIONS: Unless otherwise specifically provided, the Trustee shall determine whether all or any part of any payment or property received or charged, expense or taxes incurred, shall be credited to or charged against income or principal, or both, in the manner provided by the Principal and Income Act in effect at such times of any state in which this trust is administered. The determination of the Trustee as to what constitutes principal and income shall, unless otherwise provided herein, be conclusive and binding on all persons in any manner interested in trusts created by this trust agreement.

2. TRUSTEE POWERS: To carry out the purposes of the trust or trusts created under this trust agreement, and subject to any limitations stated elsewhere herein, the Trustee shall have all of the powers and authority which are set forth in the Uniform Trustee's Powers Act, being Chapter 1 of Title 68, Idaho Code, as now in effect and as it may hereafter be amended.

In addition to the powers conferred by the Uniform Trustee's Powers Act, the Trustee shall have the power to effect distribution of property and money in divided or undivided interests and to adjust resulting differences in valuation. A distribution in kind may be made prorata or non-prorata among beneficiaries or other distributees.

3. COMPENSATION AND ACCOUNTING: The Trustee and all persons employed by the Trustee shall be entitled to reasonable compensation in accordance with the provisions of applicable state law. The Trustee shall reasonably account as to the trust and its administration as provided by state law.

4. SUCCESSOR TRUSTEE: Upon the death of the first Grantor to die, or upon the resignation or disability of one of the Grantors, the surviving or remaining Grantor shall become the sole Trustee; provided, however, that the surviving or remaining Grantor may appoint one or more Co-Trustees and may set forth the duties and responsibilities and any limitations thereof for such Co-Trustee or Co-Trustees. Upon the death, resignation or disability, or a combination thereof, of both Grantors, William C. Rember and John V. Rember are appointed to be the successor Co-Trustees. Upon the death, resignation or disability of either William C. Rember or John V. Rember, then the surviving or remaining successor Co-Trustee shall be the sole successor Trustee. Any Trustee or Co-Trustee

may resign at any time by giving written notice of such resignation to the Grantors, or the surviving Grantor, or if both Grantors are deceased, then to any Co-Trustee and the income beneficiaries. Any successor Trustee or Co-Trustee who is properly appointed, shall become a successor Trustee or Co-Trustee upon written acceptance of the appointment. In the event any vacancy as to the Trustee is not filled by the aforescribed procedures, then a successor Trustee may be appointed by a Court of competent jurisdiction upon the petition of any interested party. In the event either or both Grantors resign as Trustee, then such Grantor or Grantors shall not thereafter be appointed as a successor Trustee or Co-Trustee. As used in this Trust, the term "Trustee" shall be deemed to refer to both or all Co-Trustees unless the context indicates to the contrary.

5. EDUCATION DEFINED: Whenever provisions are made in this Trust Agreement for payment for the "education" of a beneficiary, the term "education" shall be construed to include college and postgraduate study and study in any accredited vocational or trade school, so long as pursued to advantage by the beneficiary, at any institution of the beneficiary's choice; and in determining payments to be made for such college or postgraduate education or study at an accredited vocational or trade school, the Trustee shall take into consideration the beneficiary's related living expenses to the extent that they are reasonable. All

decisions as to whether studies are being pursued to advantage shall be determined by the Trustee.

6. TANGIBLE PERSONALTY: If the Trustee receives any items of tangible personal property other than cash or property used or held in any trade, profession or business, or for investment, or for the production of income, the Trustee may do any one or more of the following, without regard to strict equality among the beneficiaries: (a) distribute any such property among any beneficiaries of this trust, (b) hold it for the later use of any beneficiary, (c) use it in maintaining a home for any beneficiary, or (d) convert it into cash and add it to the principal of the trust estate.

7. CHARACTER OF DISTRIBUTIONS: Unless otherwise specifically stated, all distributions, whether of trust income or principal, shall be the separate property of each individual distributee. All income, rents, issues, profits, gains and appreciation of property distributed to each individual distributee as separate property shall also be the separate property of each such distributee.

8. SPENDTHRIFT PROTECTION: Neither the principal nor the income of any trust herein created shall be liable for the debts of any beneficiary or issue of a beneficiary, nor shall the same be subject to seizure by any creditor under the writ of proceedings at law or in equity, nor bankruptcy proceedings, nor other legal process. No

beneficiary or issue of a beneficiary, shall have the power to sell, assign, transfer, encumber or in any other manner to anticipate disposition of his or her interest in the trust estate or the income produced thereby. As used in this paragraph, the word beneficiary shall refer to any individual having a beneficial interest in the trust and not merely to an individual that the trust may specifically identify as a "beneficiary."

9. TRANSACTIONS WITH GRANTORS' ESTATES: Upon the death of either Grantor or any beneficiary the Trustee may, if it deems such action necessary or advisable for the protection of the estate of the deceased Grantor or beneficiary, or in the best interests of any such estate or this trust and its beneficiaries: (a) purchase securities and other property from the legal representative of such estate and retain such property as part of the trust estate, or (b) make secured or unsecured loans to the legal representative of any such estate. The Trustee shall bear no liability for any loss resulting to the trust estate by reason of any such purchase or loan.

ARTICLE VI

1. AMENDMENT AND REVOCATION: The Grantors may at any time during their joint lives amend any of the provisions of this trust agreement by an instrument signed by both Grantors and delivered to the Trustee. Neither Grantor shall have any power to participate in any amendment

of this trust agreement that would in any manner affect a policy of insurance on such Grantor's life that is the separate property of the other Grantor.

During the joint lives of the Grantors, the trust created by this agreement may be revoked in whole or in part, with respect to community property, by an instrument signed by either Grantor and delivered to the Trustee and the other Grantor, and, with respect to separate property, by an instrument signed by the Grantor who contributed the separate property and delivered to the Trustee. Upon revocation, the Trustee shall distribute all or the designated portion of the community property to the Grantors and the separate property to the Grantor who contributed such property.

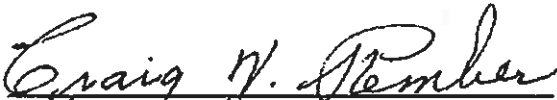
Upon the death of the Grantor who dies first, Trust B shall become irrevocable and the surviving Grantor shall thereafter have no power to amend Trust B. The surviving Grantor may amend or revoke Trust A, in whole or in part, by an instrument signed by the surviving Grantor and delivered to the Trustee and upon such revocation the Trustee shall distribute all or the designated portion of Trust A to the surviving Grantor.

The duties, responsibilities and rate of compensation of the Trustee shall not be altered or modified without its written consent.

2. SITU: This trust is established and accepted by the Trustee under the laws of the State of Idaho, and all questions concerning its validity, construction and administration shall be determined under such laws.

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

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


Craig V. Rember


L. Elizabeth Rember
"Grantors & Trustees"

SCHEDULE "A"

PARCEL 1

N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 23 Township 1 North,
Range 18 East, Blaine County, Idaho.

PARCEL 2

Lot 2A of Replat of Spruce Subdivision,
Amended, according to the official plat
thereof, Blaine County, Idaho.

PARCEL 3

Champlain 37, Alabama 38, Section 10,
Township 1 North, Range 16 East, Blaine
County, Idaho.

PARCEL 4

NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 18, Township 9 North,
Range 14 East, Custer County, Idaho.

PARCEL 5

Section 22, Township 7 South, Range 13
East, North 30 feet of the N $\frac{1}{2}$ SW $\frac{1}{4}$,
Gooding County, Idaho.

PARCEL 6

Beginning at the NE corner of the S $\frac{1}{2}$ of
Section 22, Township 7 South, Range 13
East; thence due West to the bank of
Snake River; thence Northerly along the
bank of Snake River; 44 rods; thence
South 63° East to the West line of said
Section 22, Township 7 South, Range 13
East; thence due South 22 rods to the
place of beginning, being that part of
Lot 5, Section 21, Township 7 South,
Range 13 East, Gooding County, Idaho.

SCHEDULE "A"

STATE OF IDAHO)
 : ss.
County of Ada)

On this 23rd day of August, 1991,
before me, the undersigned, a Notary Public in and for said
State, personally appeared CRAIG V. REMBER and L. ELIZABETH
REMBER, husband and wife, known or identified to me to be
the persons whose names are subscribed in the 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.

(SEAL)

Stephen J. Purn
Notary Public for Idaho
Commission expires: 7-30-92

09/11149.1

TRUST-21

200116

BARGAIN AND SALE DEED

CRAIG V. REMBER and L. ELIZABETH REMBER, Grantors, for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to "The Craig and Elizabeth Rember Family Trust", Grantee, a trust established under the laws of the State of Idaho by an agreement dated August 23, 1991, of which the present Trustees are Craig V. Rember and Elizabeth Rember whose current address is HC 64, Box 9928, Stanley, Idaho 83278, the following described real property, to wit:

NW1/4, Section 18, Township 9 North, Range 14 East, Custer County, Idaho.

Together with all improvements, easements, hereditaments and appurtenances thereto, and subject to such rights, easements, covenants, restrictions and zoning regulations as appear of record or based upon the premises.

IN WITNESS WHEREOF, the Grantors have hereunto subscribed their names to this instrument this 23rd day of August, 1991.

Craig V. Rember
Craig V. Rember

L. Elizabeth Rember
L. Elizabeth Rember

0200116

Custer County
White, Vernon, Cherry,
Parsons, Mary Kay, Ellyson
Time 10:30 A.M.

9-9 1991
Ethel M. Puck Book
Barbara Beechler
6 Deputy

BARGAIN AND SALE DEED-1

200116

STATE OF IDAHO

County of Ada

ss.

On this 23rd day of August, 1991, before me, Stephen L. Pruss, a Notary Public, personally appeared CRAIG V. REMBER and L. ELIZABETH REMBER, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Stephen L. Pruss
Notary Public for Idaho
Commission expires: 7-30-92

BARGAIN AND SALE DEED-2