

RECEIVED

FEB 03 2009

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

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 IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
78-07373					

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 on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. 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 or equivalent **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)

GENE NOBLE - GERT WILLIAMS

P.O. Box 453

RIGGINS, ID 83549-0453

CAROL J. SCHONEWEIS NON-EXEMPT TRUST

U/I VERNA NIERDIECK

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

4. New Owner/Claimant(s)

New Mailing Address

P.O. Box 247

City, State and ZIP Code

POLLOCK, ID 83547

New Telephone Number

(208) 628-4023

Email: _____

5. Date you acquired the property

SEPTEMBER 8, 2008

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 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 (you may copy this page, if 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 will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

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.

7. Signature(s) of New Owner(s) or Claimant(s)

Carol J. ScheneweisTRUSTEE

(title if applicable)

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by _____
 Received by SRP
 Processed by _____ AJ

Date _____
 Date 2-3-09
 Date _____

Receipt Amt. \$25 -
 Receipt No. 087980
 WR _____ Date _____

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that on the 8 day of Sept 2008, 2008, GERALDINE WILLIAMS, a single person, of P.O. Box 247, Pollock, ID 83547, the Party of the First Part, for and in consideration of the Second Party's promise to acquire real estate concurrently with the acquisition of the below described personal property to her in hand paid by CAROL J. SCHOENEWEIS, Trustee of the CAROL J. SCHOENEWEIS NON-EXEMPT TRUST U/I VERNA NIERDIECK, dated May 17, 1965 as amended, of P.O. Box 223, Usk, WA 99180, the Party of the Second Part, the receipt of which value is hereby acknowledged, does by these presents grant, bargain, sell, and convey unto the said Party of the Second Part, its heirs, executors, administrators, and assigns, the following described personal property, to wit:

Together with a range, refrigerator, river pump and associated parts, and oil stove in shop.

TO HAVE AND TO HOLD, the same to the Party of the Second Part, its heirs, executors, administrators, and assigns, forever; and the Party of the First Part does for her heirs, executors, administrators, and assigns covenant and agree to and with the Party of the Second Part, its heirs, executors, administrators, and assigns to warrant and defend the sale of such property, goods, and chattels heretofore made unto the Party of the Second Part, its heirs, executors, administrators, and assigns, against all and every person or persons whomsoever, lawfully claiming or to claim the same.

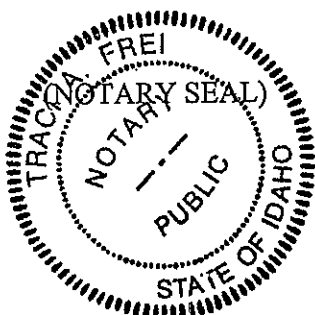
IN WITNESS WHEREOF, the said Party of the First Part has hereunto set her hand and seal the day and year first above written.

Geraldine Williams
GERALDINE WILLIAMS

STATE OF IDAHO)
 ss
County of Idaho)

On this 8th day of September, 2008, before me, a Notary Public in and for said County and State, personally appeared GERALDINE WILLIAMS, a single woman, known or identified to me to be the person whose name is subscribed to the within instrument and she acknowledged to me that she freely executed the same.

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



Travis A. Frei
Notary Public for the State of Idaho,
Residing at Grangeville, therein.
My commission expires 2/1/2011.

463133

DENNIS L. ALBERS
ATTORNEY AT LAW
401 WEST NORTH STREET
GRANGEVILLE IDAHO 83530

WARRANTY DEEDEx-Officio Recorder Deputy *[Signature]*

THIS INDENTURE, made on this 8 day of Sept, 2008, by and between GERALDINE WILLIAMS, a single person, of P.O. Box 247, Pollock, ID 83547, hereinafter referred to as the Grantor, and CAROL J. SCHOENEWEIS, Trustee of the CAROL J. SCHOENEWEIS NON-EXEMPT TRUST U/I VERNA NIERDIECK, dated May 17, 1965 as amended, of P.O. Box 223, Usk, WA 99180, hereinafter referred to as the Grantee.

WITNESSETH:

That the said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, and other good and valuable considerations to her in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, having granted, bargained, and sold, and by these presents does grant, bargain, sell, convey, and confirm unto the said Grantee, its heirs and assigns, forever all the following described real property situate in the County of Idaho, State of Idaho, to wit:

See Schedule C, attached hereto and hereby incorporated by this reference.

TOGETHER WITH, all and singular, the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, the remainder and remainders, rents, issues and profits thereof, and all estate, right, title, and interest in and to the said property as well in law as in equity of the said Grantor.

TO HAVE AND TO HOLD, all and singular, the above mentioned and described premises, together with the appurtenances unto the said Grantee, its heirs and assigns, forever.

And the said Grantor, for herself, her heirs, executors, and administrators, does covenant, grant, bargain, and agree to and with the said Grantee, its heirs and assigns, that at the time of the ensealing and delivery of these presents she was well seized of the premises above conveyed as of good, sure, perfect, absolute, and indefeasible estate of inheritance, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell, and convey the same in the manner and form aforesaid, and that the same

are free and clear from all and former grants, bargains, liens, taxes, assessments, and encumbrances of whatever kind or nature whatsoever, *EXCEPT*:

- 1) General taxes for the year 2008, which are a lien, not yet due and payable.
- 2) Any adverse claims based on the assertion that the location of the Little Salmon River has moved subsequent to its adoption as a title boundary.
- 3) Rights and easements in favor of the public for recreational uses of the Little Salmon River.
- 4) Subject to terms and conditions as set forth in Deed, by and between Emma Woods, a widow, and William Howard, recorded January 19, 1944 under Instrument No. 143954, Book 73 page 590, records of Idaho County, Idaho.
- 5) Restrictions and Reservations, including the terms and conditions thereof, as set forth in Warranty Deed, by and between Willard E. Wilson and Pearl O. Wilson, husband and wife, and the State of Idaho, recorded November 13, 1959 under Instrument No. 199948, Book 93 page 397, records of Idaho County, Idaho.
- 6) Matters as shown on Survey No. S-713, recorded September 6, 1991 under Instrument No. 360126, records of Idaho County, Idaho.

And that the above bargained premises, in the quiet and peaceable possession of the said Grantee, its heirs and assigns, against all and every person or persons lawfully claiming or to claim whole or any part thereof, the said Grantor will and shall WARRANT AND FOREVER DEFEND.

That this Deed is given by Grantor to Grantee not on account of any default in any security agreements or arrangements which pertain to the real property hereinabove written and described, but is given for full consideration paid by Grantee to Grantor.

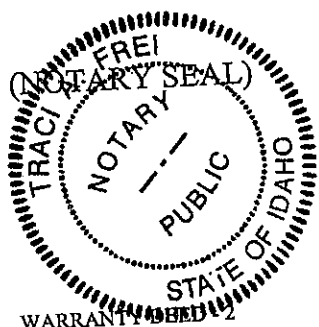
IN WITNESS WHEREOF, the said Grantor has hereunto set her hand and seal the day and year first above written.

Geraldine Williams
GERALDINE WILLIAMS

STATE OF IDAHO)
 ss
County of Idaho)

On this 8th day of September, 2008, before me, a Notary Public in and for said County and State, personally appeared GERALDINE WILLIAMS, a single woman, known or identified to me to be the person whose name is subscribed to the within instrument and she acknowledged to me that she freely executed the same.

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



Traci A. Frei
Notary Public for the State of Idaho,
Residing at Grangeville, therein.
My commission expires 2/1/2011.

SCHEDULE C

Township 23 North, Range 1 East, Boise Meridian, Idaho County, Idaho
Section 29:

A parcel of land located in the SW $\frac{1}{4}$ NE $\frac{1}{4}$, more particularly described from a survey as follows:

Beginning at the North 1/4 corner of said Section 29, which corner lies S 89°40'37" W, 2617.206 feet from the Northeast corner of said Section 29;
thence S 05°33'47" E, 2136.950 feet to a found right of way monument, Station 741+50, 150 feet right of centerline, Project No. F-4113(16), and is located on the easterly bank of the Little Salmon River, which point is the Initial Point of Beginning;
thence following Project No. F-4113(16) right of way line with the following data:
Delta = 04°18'59"
RAD = 3124.0445 feet
L = 235.3512 feet
T = 117.7313 feet
L. Ch. = 235.2955 feet
L. Ch. Bearing = N 05°39'06" E to a set 5/8" rebar and service cap at the intersection of the westerly right of way line of the county road;
thence S 17°51'13" E, 275.126 feet along said county road right of way line to a found 1/2" rebar property pin;
thence S 70°07'09" W, 82.249 feet along a property line fence to the bank of the Little Salmon River;
thence N 28°26'56" W, 63.344 feet along a meander line of the Little Salmon River back to the Initial Point of Beginning.
Sometimes known as Assessor's Tax No. 179.

(end schedule c)

SIXTH AMENDMENT
TO
INDENTURE OF TRUST
OF
VERNA NIERDIECK

I, VERNA NIERDIECK, pursuant to the power reserved under Article SIXTH of that certain Trust Indenture which I established with myself and St. Louis Union Trust Company, as initial Trustees, and which I, E. TARRY WOOD, and ALLEGIANT TRUST COMPANY, formerly known as South Side Trust Company, are now acting as Trustees, dated May 17, 1965, as heretofore amended on July 1, 1968, December 12, 1978, September 2, 1986, April 27, 1998 and May 4, 1998 (such Indenture of Trust as heretofore amended being hereinafter sometimes referred to as "said Indenture of Trust"), hereby amend said Indenture of Trust by deleting ITEM ONE through ITEM EIGHT thereof, inclusive, and inserting in lieu thereof the following:

ITEM ONE

Distributions of Income and
Principal During My Lifetime

During my lifetime, the Trustees shall distribute to me such amount or amounts of the net income and principal of the trust estate as the Trustees shall from time to time deem appropriate to provide for my health, support, maintenance or recreation. Any net income not so distributed shall be added to the principal of the trust estate.

ITEM TWO

Distributions Upon My Death

Upon my death, all the assets then composing the trust estate, including any assets which may be received by the Trustees, shall be divided and set apart and held, administered and disposed of in accordance with the following provisions:

ITEM TWO

Distributions Upon My Death

Upon my death, all the assets then composing the trust estate, including any assets which may be received by the Trustees, shall be divided and set apart and held, administered and disposed of in accordance with the following provisions:

survive me, to the descendants of my said godchild who shall survive me, in equal shares, per stirpes;

- (v) Five percent (5%) thereof to my godchild, CAROL JEAN STAHL, of Amarillo, Texas;
- (vi) Three and 33/100^{ths} percent (3.33%) thereof to MARIAN DeMENIL, of St. Louis, Missouri if she shall survive me;
- (vii) Three and 33/100^{ths} percent (3.33%) thereof to ADELE LINCKS, of St. Louis, Missouri if she shall survive me;
- (viii) Three and 33/100^{ths} percent (3.33%) thereof to DOROTHY FREEMAN SCOTT, of Glen Carbon, Illinois, if she shall survive me, or, if DOROTHY FREEMAN SCOTT shall not survive me, to her husband, PAUL SCOTT, if he shall survive me;
- (ix) Three and 33/100^{ths} percent (3.33%) thereof to EUGENIA HENKE, of St. Louis, Missouri if she shall survive me; and
- (x) The balance of such sixty percent (60%) not distributed pursuant to the foregoing subparagraphs (i) through (ix) shall be distributed, in equal shares, to such of E. TARRY WOOD and CAROL WOOD of St. Louis, Missouri, who shall survive me, or, if neither E. TARRY WOOD nor CAROL WOOD shall survive me, to such of the descendants of E. TARRY WOOD and CAROL WOOD who shall survive me, in equal shares, per stirpes, or, if none of E. TARRY WOOD, CAROL WOOD, and the descendants of E. TARRY WOOD and CAROL WOOD shall survive me, such balance shall be distributed in accordance with the provisions of paragraph (a) of this Section 1.

If any of the foregoing subparagraphs (i) through (iv) of paragraph (a) of this Section 1 should designate a charitable organization which shall not be in existence at the time of my death, the Trustees shall, anything herein to the contrary notwithstanding, distribute the share governed by such subparagraph in accordance with the provisions of such of the other of such subparagraphs which shall designate a charitable organization which shall be in existence at the time of my death, in the same proportions to each other as set forth above in said paragraph (a).

notwithstanding, the Trustees are authorized, but not required, in the Trustees' absolute discretion, to distribute all the assets composing said separate trust estate established hereunder to the Trustee or Trustees of such other trust estate and, upon obtaining a receipt therefor from such Trustee or Trustees, the Trustees shall be released from any liability or responsibility whatsoever in connection with such distribution.

Section 12. Termination of Trusts. Anything herein to the contrary notwithstanding, no trust created hereunder shall be construed to extend beyond the period permitted by applicable law. If the applicable law would require the termination of any trust within a period of time which is shorter than that contemplated herein, the trust so affected shall terminate on the last day on which the trust could exist under such applicable law. Upon such termination, the assets of such trust shall be distributed, free from trust, to such of the beneficiaries then eligible to receive distributions of income and principal thereof, as the Trustees shall designate, in such proportions and amounts as the Trustees shall determine, in the Trustees' absolute discretion.

Section 13. Matters Relating to Trustee. (a) E. TARRY WOOD shall, whether or not he shall be acting as a Trustee, possess all of the Trustee succession powers (hereinafter described) during such time as he shall be living and sui juris. In addition, if a separate trust estate shall be established under the provisions of Section 2 of PART C of ITEM TWO hereof for the benefit of an individual beneficiary hereunder and the descendants of such individual beneficiary, then, upon the establishment of such separate trust, if such individual beneficiary shall have then attained the age of thirty (30) years, or at such time thereafter as such individual beneficiary shall attain said age, such individual beneficiary shall, unless E. TARRY WOODS shall otherwise direct in exercising Trustee succession powers, be entitled to act as sole Trustee of such separate trust. If such individual beneficiary shall be entitled to act as sole Trustee of such separate trust in accordance with the immediately preceding sentence, such individual beneficiary shall thereafter, whether or not such individual beneficiary shall be acting as a Trustee, possess all of the Trustee succession powers with respect to such separate trust so long as such individual shall be living and sui juris. Any persons or person who shall at any time possession all of the "Trustee succession powers" pursuant to this paragraph (a) shall thereby by written notice delivered to the Trustees have the right to: (i) appoint any individual or corporate Trustees or Trustee as such persons or person shall select to serve immediately as Trustees or a Trustee, or as

IN WITNESS WHEREOF, I have executed this Sixth Amendment on the 22 day of May, 2002, and the same has been accepted by the Trustees.

Verna Nierdieck

VERNA NIERDIECK

Accepted this 22 day of May, 2002.

Verna Nierdieck

VERNA NIERDIECK

E. Tarry Wood

E. TARRY WOOD

ALLEGIANT TRUST COMPANY

By: Cathy Thompson

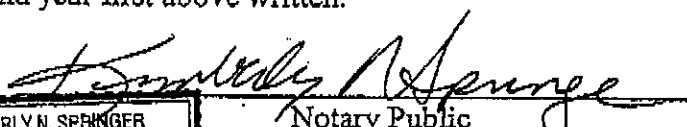
Trustees

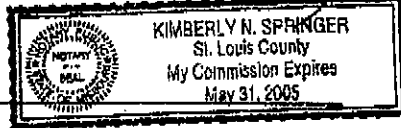
STATE OF MISSOURI)

County OF ST. LOUIS) SS.

On this 27th day of May, 2002, before me personally appeared VERNA NIERDIECK, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.


Notary Public



My Commission expires: _____