

RECEIVED

JUL 31 2008

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

WATER RESOURCES
WESTERN REGION

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)
PD A65-08270					
LIC 65-12907					

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)

MCBIRNEY PROPERTY TRUST
1162 BENTOAK LANE
SAN JOSE, CA 95129

4. New Owner/Claimant(s)

MCBIRNEY LLC

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

New Mailing Address

1162 BENTOAK LANE

City, State and ZIP Code

SAN JOSE, CA 95129

New Telephone Number

(408) 253-9350

Email: bobmcbe@GLOBAL
.NET

SUPPORT DATA

5. Date you acquired the property

DEC 28, 2006

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) William Robert M. Buehler, Manager
(title if applicable) 7-28-08
(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 [Signature]
 Received by [Signature]
 Processed by [Signature] AJ

Date 7-31-08
 Date 7-31-08
 Date 7-31-08

Receipt Amt. \$50
 Receipt No. W036783
 WR [Signature] Date 8-1-08

Recording Requested By And
When Recorded Mail To:

Darin DeAngeli
Ahrens & DeAngeli, p.l.l.c.
P.O. Box 6561
Boise, Idaho 83707-6561

Instrument # 317232

VALLEY COUNTY, CASCADE, IDAHO

2007-01-05

01:30:14 No. of Pages: 3

Recorded for: DARIN DEANGELI

LELAND G. HEINRICH

Ex-Officio Recorder Deputy

Index to: TRUSTEE'S DEED

Fee: 9.00

TRUSTEE'S DEED

William Robert McBirney, Jr., Trustee of the McBirney Property Trust, U/D/T dated January 1, 1985, as amended on DEC 26, 2006, Grantor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain and convey to McBirney, LLC, an Idaho limited liability company, Grantee, whose current address is 4720 Emerald Street, Boise, Idaho 83706, the following described real property located in Valley County, Idaho, more particularly described as follow, to wit:

A tract of land in Lot 1 of Section 5, Township 18 North, Range 3 East, Boise Meridian, Valley County, Idaho, more particularly described as follows:

Commencing at the Northwest corner of Block H of Crescent Beach Subdivision; thence North 4°16' East 125.30 feet distant to the point of beginning; thence North 4°16' East 50.41 feet distant; thence North 89°56' East 391.60 feet distant; thence South 19°25' West 53.01 feet distant; thence South 89°56' West 377.70 feet distant to the REAL POINT OF BEGINNING.

TOGETHER WITH all improvements, easements, hereditaments, and appurtenances thereto, and all tenements, revisions, remainders, rights-of-way and water rights in anyway

appertaining to the property herein described.

SUBJECT TO taxes and assessments for the year 2006 and all subsequent years, and to such rights, easements, liens, encumbrances, covenants, rights-of-way, reservations, restrictions, and zoning regulations as appear of record or based upon the premises, and to any state of facts an accurate survey or inspection of the premises would show.

The Grantor executes this instrument solely in its fiduciary capacity. Any further recourse hereunder is to be only against the aforementioned trust.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 28 day of DECEMBER, 2006.

McBirney Property Trust, U/D/T
dated January 1, 1985, as amended
on DEC 28, 2006

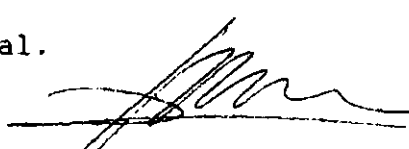
By: William Robert McBirney, Jr.
William Robert McBirney, Jr.,
Trustee

STATE OF California)
County of Santa Clara) ss.

On Dec. 28, 2006, before me, GYUNG HEE KIM,
Notary Public, personally appeared William Robert McBirney, Jr.,
Trustee of the McBirney Property Trust, U/D/T dated January 1,
1985, as amended on DEC 28, 2006, personally known to
me (or proved to me on the basis of satisfactory evidence) to be
the person whose name is subscribed to the within instrument and
acknowledged to me that he executed the same in his authorized
capacity, and that by his signature on the instrument the person,
or the entity upon behalf of which the persons acted, executed
the instrument.

WITNESS my hand and official seal.




Notary Public for Santa Clara, CA



ARTICLES OF ORGANIZATION LIMITED LIABILITY COMPANY

(Instructions on back of application)

FILED EFFECTIVE

DEC 13 PM 1:28

STATE OF IDAHO

1. The name of the limited liability company is:

McBirney, LLC

2. The street address of the initial registered office is:

101 South Capitol Boulevard, Suite 1701, Boise, ID 83702

and the name of the initial registered agent at the above address is:

Darin DeAngeli

3. The mailing address for future correspondence is:

1162 Bentoak Lane, San Jose, CA 95129

4. Management of the limited liability company will be vested in:

Manager(s) ☒ or Member(s) ☐ (please check the appropriate box)

5. If management is to be vested in one or more manager(s), list the name(s) and address(es) or at least one initial manager. If management is to be vested in the member(s), list the name(s) and address(es) of at least one initial member.

Name	Address
<u>William Robert McBirney, Jr.</u>	<u>1162 Bentoak Lane, San Jose, CA 95129</u>
_____	_____
_____	_____
_____	_____
_____	_____

6. Signature of at least one person responsible for forming the limited liability company:

Signature: William Robert McBirney Jr. 12/13/02

Typed Name: William Robert McBirney, Jr.

Capacity: Manager

Signature: _____

Typed Name: _____

Capacity: _____

Secretary of State use only

IDAHO SECRETARY OF STATE
12/13/2002 05:00
CK: 7369 CT: 84162 BN: 651355
1 @ 100.00 = 100.00 ORGAN LLC # 2

W 21795

TRUST TERMINATION NOTICE

AND

RECEIPT, RELEASE AND INDEMNIFICATION AGREEMENT

THIS TRUST TERMINATION NOTICE AND RECEIPT, RELEASE AND INDEMNIFICATION AGREEMENT is made and executed to be effective as of the 31st day of December, 2006, by and between WILLIAM ROBERT MCBIRNEY, JR., JACQUELINE D. MCBIRNEY, MALIA KATHLEEN MCBIRNEY and MAILE ANNE SPRINGER, formerly known as Maile Anne McBirney, hereinafter collectively referred to as the "Grantors" and each singly as a "Grantor;" WILLIAM ROBERT MCBIRNEY, JR., hereinafter referred to as the "Trustee;" and WILLIAM ROBERT MCBIRNEY, JR. and JACQUELINE D. MCBIRNEY, Trustee of The McBirney Family Trust, U/T/A dated February 5, 1998, as amended, of which William Robert McBirney, Jr., and Jacqueline D. McBirney are the Grantors, MALIA KATHLEEN MCBIRNEY and MAILE ANNE SPRINGER, hereinafter collectively referred to as the "Beneficiaries," and each individually as a "Beneficiary."

W I T N E S S E T H:

WHEREAS, the Grantors created the McBirney Property Trust, U/D/T dated January 1, 1985, as amended on December 27, 2006, hereinafter referred to as the "Trust," to hold and manage

certain real property located in the State of Idaho for the benefit of the Grantors;

WHEREAS, on December 31, 2003, William Robert McBirney, Jr., and Jacqueline D. McBirney assigned their beneficial interest in the Trust to William Robert McBirney, Jr., and Jacqueline D. McBirney, as Trustee of The McBirney Family Trust, U/T/A dated February 5, 1998, as amended, thereby making The McBirney Family Trust, U/T/A dated February 5, 1998, as amended, the beneficial owner of a fifty percent (50%) interest in the Trust; with Malia Kathleen McBirney the beneficial owner of a twenty-five percent (25%) interest in the Trust; and Maile Anne Springer the beneficial owner of a twenty-five percent (25%) interest in the Trust;

WHEREAS, on December 27, 2006, pursuant to the provisions of Section 12 of said Trust, the Beneficiaries amended said Trust to allow the Beneficiaries to terminate said Trust at anytime by an affirmative vote by not less than seventy-five percent (75%) of the beneficial interest in the Trust; and

WHEREAS, the Beneficiaries desire to revoke and terminate said Trust and distribute the trust estate to the Beneficiaries in accordance with their beneficial interests.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **NOTICE OF TERMINATION:** The Beneficiaries hereby revoke and terminate the Trust effective immediately.

2. **DISTRIBUTION OF TRUST ESTATE:** The Trustee hereby distributes the trust estate to Beneficiaries in the following amounts:

a. Five thousand (5,000) units of McBirney, LLC, an Idaho limited liability company, plus fifty percent (50%) of all other trust assets to William Robert McBirney, Jr., and Jacqueline D. McBirney, as Trustee of The McBirney Family Trust, U/T/A dated February 5, 1998, as amended;

b. Two thousand five hundred (2,500) units of McBirney, LLC plus twenty-five percent (25%) of all other trust assets to Malia Kathleen McBirney;

c. Two thousand five hundred (2,500) units of McBirney, LLC plus twenty-five percent (25%) of all other trust assets to Maile Anne Springer.

3. **RECEIPT:** The Beneficiaries acknowledge receipt from the Trustee, as a termination distribution from the Trust, the assets listed on Exhibit "B," which is attached hereto and by this reference made a part hereof.

4. **INDEMNIFICATION OF TRUSTEE:** The Grantors and Beneficiaries, on behalf of themselves and each of their heirs and successors-in-interest (including unborn and unascertained descendants), agents and assigns (hereinafter collectively referred to in this Section as the "Indemnitors"), hereby agree to defend, indemnify, and hold harmless the Trustee and the Trustee's heirs, successors-in-interest, agents and assigns (hereinafter collectively referred to in this Section as the "Indemnitees") against any and all claims, demands, judgments, damages, actions, injuries, administrative orders, consent agreements and orders, liabilities, penalties, costs and expenses of any kind whatsoever, incurred by the Indemnitees in connection with the defense of any action, suit, or proceeding relating to this Trust Termination Notice and Receipt, Release and Indemnification Agreement or any act or omission of the Trustee, whether civil, criminal or administrative, in which any Indemnatee is made a party by any one (1) or more of the Grantors or Beneficiaries by reason of this Trust Termination Notice and Receipt, Release and Indemnification Agreement or the Trustee having been a Trustee.

5. **RELEASE FROM CLAIMS:** The Grantors and Beneficiaries, on behalf of themselves and each of their heirs

and successors-in-interest (including unborn and unascertained descendants), agents and assigns (hereinafter collectively referred to in this Section as the "Releasors") release and discharge the Trustee and the Trustee's heirs, successors-in-interest, agents and assigns (hereinafter collectively referred to in this Section as the "Releasees") from any and all actual or potential claims or causes of action, of whatsoever kind or nature, whether at law or in equity, whether known or unknown, accrued or yet to arise or accrue, including but not limited to any claims of negligence or breach of fiduciary duty, which relate to or arise out of any act, omission or conduct of the Trustee, that the Releasors now have, ever had, may have had, or may thereafter have from the inception of the Trust up to and until the termination of the Trust, expressly including, without limiting the generality of the foregoing, all claims asserted or that could have been asserted by the Releasors against the Releasees arising out of or related in any way to the administration of the Trust, the distribution of the trust estate pursuant to this Trust Termination Notice and Receipt, Release and Indemnification Agreement, the termination of the Trust, and all liability

relating to the Trust that might arise between the Releasors and the Releasees now or in the future.

6. **WAIVER OF ACCOUNTING:** The Grantor and Beneficiaries agree to and hereby waive a final trust accounting of any kind (including but not limited to a judicial or informal accounting) by the Trustee from the inception of the Trust to the date such trust is terminated.

7. **CONTINUATION OF MCBIRNEY, LLC:** The parties hereby agree that the termination of the Trust and distribution of the limited liability company units of McBirney, LLC, an Idaho limited liability company in accordance with that certain Distribution of Limited Liability Company Units with Acceptance and Acknowledgment executed to be effective as of December 30, 2006, does not constitute an event of dissociation under Idaho Code Section 53-641 and therefore does not trigger termination of McBirney, LLC under said company's Articles of Organization Limited Liability Company, said Company's limited liability company operating agreement, or under Idaho law.

8. **CHARACTER OF PROPERTY:** Unless otherwise specifically stated, all property, and income, rents, issues, profits, gains and appreciation of such property, transferred pursuant to paragraph 2(b) and 2(c) of this Trust Termination

Notice and Receipt, Release and Indemnification Agreement shall be the separate property of each Beneficiary.

9. **ORIGINAL COUNTERPARTS:** This Trust Termination Notice and Receipt, Release and Indemnification Agreement may be executed through the use of multiple original counterparts.

10. **INVALIDITY:** In the event any provision of this Trust Termination Notice and Receipt, Release and Indemnification Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, or by any future legislative action, such holding or action shall not negate the validity or enforceability of any other provisions hereof.

11. **BINDING EFFECT:** This Trust Termination Notice and Receipt, Release and Indemnification Agreement shall be binding upon the heirs and personal representatives of the parties and is made with the intention and knowledge that the parties may henceforth act in reliance thereon.

12. **GOVERNING LAW:** Pursuant to Section 15 of the Trust, the Trust is established and accepted by the Trustee under the laws of the State of Idaho and likewise Idaho law shall govern the validity, interpretation and performance of this Trust Termination Notice and Receipt, Release and Indemnification Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Trust Termination Notice and Receipt, Release and Indemnification Agreement the day and year first above written.

William Robert McBirney, Jr.
William Robert McBirney, Jr.

"Grantor and Trustee"

Jacqueline D. McBirney
Jacqueline D. McBirney

"Grantor"

The McBirney Family Trust, U/T/A
dated February 5, 1998, as amended

By: William Robert McBirney, Jr.
William Robert McBirney, Jr.,
Co-Trustee

By: Jacqueline D. McBirney
Jacqueline D. McBirney, Co-
Trustee

"Beneficiary"

Malia Kathleen McBirney
Malia Kathleen McBirney

Maile Anne Springer
Maile Anne Springer

"Grantors and Beneficiaries"

EXHIBIT "A"

Attach copy of the McBirney Property Trust

EXHIBIT "B"

Ten thousand (10,000) units of McBirney, LLC, an Idaho
limited liability company

MCBIRNEY PROPERTY TRUSTDECLARATION OF TRUST

This Agreement and Declaration of Trust made effective as of January 1, 1985, by and between W. Robert McBirney, Jr., 1162 Bent Oak Lane, San Jose, California 95129; Jacqueline McBirney, 1162 Bent Oak Lane, San Jose, California 95129; Malia Kathleen McBirney, 9138 Covey Hill Court, Boise, Idaho 83709; and Maile Anne McBirney, 9138 Covey Hill Court, Boise, Idaho 83709, hereinafter referred to as the Beneficiaries who hereby mutually agree as follows:

1. PURPOSE. It is the intent of the Beneficiaries to hereby create a convenient and consolidated vehicle for the management of certain collective assets which concurrently herewith have been conveyed by the Beneficiaries to this Trust for convenience of administration, payment of expenses and management of such property. This is a passive trust, and it is not the intent of the Beneficiaries to operate as an association for business or profit purposes hereunder.

2. TRUSTEE. W. Robert McBirney, Jr., and any successor hereafter shall be the Trustee of this Trust.

3. TRUST PROPERTY. All property real or personal conveyed or assigned to the Trust (whether in the name of the Trust or the Trustee) shall be considered Trust Property and subject to the terms hereof. If property conveyed to the Trust by the Beneficiaries is owned other than equally, then the beneficial interest percentages in any such asset shall be the same as the ownership interests were. Different items of Trust Property may be subject to different interest percentages, but shall otherwise be subject to the general terms hereof. Upon contribution of property to the Trust or Acquisition, then the Trustee shall reflect in the records of the Trust the interest percentages in such assets. Interest percentages in Trust Property shall be transferable among Beneficiaries by gift or otherwise provided that the Trustee shall be notified in writing of such transfers.

4. POWERS OF THE TRUSTEE. Trustee shall have the full power and authority to hold the legal title to all of the Trust Property in the name of the Trustee or to hold such title in the name of the Trust, subject to the power of conveyance and hypothecation which shall be vested in the Trustee, and which such Trustee shall have the exclusive management and control of the property of the Trust as if the Trustee were the absolute owner thereof. Trustee is hereby given power to do all things and perform all acts which in the Trustee's judgment is necessary and proper for the protection of the Trust Property and the interest of the Beneficiaries.

Without limiting the general powers conferred on the Trustee above, it is hereby declared that the trustee shall have the following powers:

(a) The power to sell, assign, convey and/or mortgage and hypothecate Trust Property on terms as determined by the Trustee;

(b) to rent or lease the whole or any part of the Trust Property for long or short terms;

(c) to repair, alter, tear down, add to or erect any building or buildings upon land belonging to the Trust;

(d) maintain the same and manage any building, apartment house or other improvements located on the Trust Property;

(e) to collect notes, obligations, dividends and all other payments that may be due and payable with regard to the Trust Property;

(f) to establish such bank accounts as may be appropriate for the Trust and deposit such funds in the same and make withdrawals therefrom for the purposes herein provided;

(g) to pay all lawful taxes and assessments and necessary expenses of the Trust and to employ such professional advisors and/or agents as may be deemed necessary or expedient to carry out the terms of the Trust;

(h) to represent the Trust in all suits and legal proceedings relating to the Trust Property in any court of law or equity or before any other bodies or tribunals including administrative.

Any person or entity including any title insurance company shall be entitled to rely upon the authority of the Trustee as above provided, and no such person or entity need inquire as to the power and authority herein granted.

Trustee shall have the full power and authority as above provided, however, Trustee covenants to the Beneficiaries that the Trustee will not convey or hypothecate the Trust Property or any part thereof without the prior written approval of the Beneficiaries. The Trustee's execution of any instrument of conveyance or of hypothecation shall be binding upon the Trust and the Beneficiaries whose only recourse shall be against the Trustee and not against any third party who has relied upon the authority of the Trustee to so execute such document.

5. DUTIES OF THE TRUSTEE. It shall be the duty of the Trustee to keep careful and complete records of all the receipts and disbursements of the Trust and with regard to the Trust property and to provide such other information as may be deemed necessary or expedient or as the Beneficiaries otherwise may require.

6. COMPENSATION OF THE TRUSTEE. The Trustee shall be entitled to receive reasonable compensation for his services hereunder and reimbursement for expenses incurred on behalf of the Trust, but shall be under no obligation to take such compensation.

7. LIABILITY OF TRUSTEE. The Trustee shall not be required to give bond and shall be liable only for gross negligence or bad faith, and the Beneficiaries agree to indemnify and hold the Trustee harmless from any claims or demands made upon the Trustee or the Trust.

8. RESIGNATION OF TRUSTEE AND SUCCESSORS. The Trustee may resign his office at any meeting of the Beneficiaries. The Trustee may be removed by the vote of Beneficiaries holding seventy-five percent (75%) or more of the beneficial interests of the Trust. A new Trustee may be elected by a majority vote of the Beneficiaries. The new Trustee shall be duly elected upon the execution by a majority of the Beneficiaries of a certificate of election of such Trustee.

Whenever a new Trustee shall have assumed the duties of office, he shall succeed to the title of all of the properties and shall have the powers and be subject to all the restrictions granted to or imposed upon the Trustee by this Agreement, and each and every Trustee shall have the power, rights and interests regarding the trust property and be subject to the same restrictions and duties as the original Trustee.

9. EXCULPATION. The Trustee shall have no power to bind the Beneficiaries personally, and in every written contract which may be entered into, reference shall be made to this Declaration and any person contracting with the Trust through the Trustee as well as any Beneficiary shall look to the funds of the Trust property for payment under such contract or the payment of any debt, mortgage, judgment or decree or for any money that may otherwise become due or payable whether by reason of failure of the Trust or for any other reason that neither the Trustee nor the subscriber shall be liable personally therefor.

10. TRANSFER ON DEATH. The beneficial interest hereunder may not be assigned or otherwise hypothecated without the unanimous consent of the other Beneficiaries. This is an express condition to the entering into this Trust inasmuch as the Beneficiaries are familiar with each other and are members of the same family and they would not enter into this arrangement without the confidences they have in each other and without the specific restriction that no other persons or parties may become a Beneficiary or receive any interest in the Trust or the Trust Property without the specific written consent of all of the Beneficiaries. The beneficial interests hereunder may only be assigned and transferred upon the death of the Beneficiary and then only to the

parents, siblings or issue of a Beneficiary unless otherwise agreed to by the other Beneficiaries.

11. BENEFICIAL INTERESTS. Upon the formation hereof each Beneficiary owned an equal twenty-five percent (25%) tenants-in-common interest in the real property conveyed to the Trust, and they each shall have a twenty-five percent (25%) beneficial interest in the Trust and vote in its affairs. The foregoing general beneficial interest percentages shall govern as to all voting, notwithstanding that for income, expense or ownership percentages, certain assets may hereafter be held subject to unequal percentage interests.

12. AMENDMENTS. This Agreement and the terms of the Trust may only be amended in writing by the vote of no less than seventy-five percent (75%) of the beneficial interests in the Trust.

13. TERMINATION. Unless earlier terminated or extended upon the vote of not less than seventy-five percent (75%) of the beneficial interests hereunder, the Trust shall terminate at the expiration of 21 years after the death of the last survivor of the Beneficiaries who have executed this Declaration of Trust, and at such time the Trustee shall dispose of and/or distribute to the Beneficiaries, as their interests may then appear, the Trust Property or the proceeds thereof and otherwise settle the affairs of the Trust and make accounting to the Beneficiaries.

IN WITNESS WHEREOF the undersigned have executed this document effective as of the day and year first above written.

William Robert McBirney, Jr.
W. Robert McBirney, Jr.

Jacqueline McBirney
Jacqueline McBirney

Malia Kathleen McBirney
Malia Kathleen McBirney

Maile Ann McBirney
Maile Ann McBirney

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

07/28/2008

WATER RIGHT NO. 65-8270

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	MC BIRNEY PROPERTY TRUST C/O W ROBERT MC BIRNEY JR 1162 BENTOAK LN SAN JOSE, CA 95129 (408)253-9350
Original Owner	W ROBERT MC BIRNEY 11350 FRANKLIN RD BOISE, ID 83705

Priority Date: 11/01/1953
Basis: Decreed
Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
DOMESTIC	1/01	12/31	0.04 CFS	1.2 AFA
Total Diversion			0.04 CFS	

Location of Point(s) of Diversion:

GROUND WATER|NWNW Lt 1|Sec. 05|Township 18N|Range 03E|VALLEY County

Place(s) of use:

Place of Use Legal Description: DOMESTIC VALLEY County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
18N	03E	5	1	NWNW										

Conditions of Approval:

1. N13 THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
2. N11 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
3. PARCEL NO. RP 18N03E053545 A PROPERTY ALSO KNOWN AS BLK H, CRESENT BEECH SUBDIVISION.

Dates:

Licensed Date:

Decreed Date: 10/23/1998

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number: 65

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close

[Close](#)

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

07/28/2008

WATER RIGHT NO. 65-12907

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	MC BIRNEY PROPERTY TRUST C/O W ROBERT MC BIRNEY JR 1162 BENTOAK LN SAN JOSE, CA 95129 (408)253-9350

Priority Date: 10/26/1988

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
PAYETTE LAKE	NORTH FORK PAYETTE RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
DOMESTIC	1/01	12/31	0.04 CFS	0.6 AFA
Total Diversion			0.04 CFS	

Location of Point(s) of Diversion:

PAYETTE LAKE|NENW Lt 1|Sec. 05|Township 18N|Range 03E|VALLEY County

Licensed Diversion Capacity: 0.05

Place(s) of use:

Place of Use Legal Description: DOMESTIC VALLEY County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
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Conditions of Approval:

1. R04 Use of water under this water right will be regulated by the watermaster of State Water District No. 65 .
2. 047 The availability of water for this right is subject to all prior water rights of Lake Reservoir Co.
3. Domestic use is for irrigation of 0.5 acre. Place of use is located within Block H, Crescent Beach Subdivision.

Dates:

Licensed Date: 03/17/1993

Decreed Date:

Permit Proof Due Date: 3/1/1990

Permit Proof Made Date: 7/12/1989

Permit Approved Date: 2/27/1989

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date: 10/26/1988

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number: 65

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close