

DEC 03 2007

DEPARTMENT OF
WATER RESOURCES

11/26/07

Dear Diana L. Ball

I received your letter, dated Nov 14/07 indicating the change of water shares in the Water Bank, we now have 108.9 in the water bank, could you please make any changes needed, and any water shares not set aside in the CREP programs can be put in the water bank for a indefinite time. I am 83 years old and not to good at making out applications. inclosed is a copy of water rights to be put in water bank and copy of Deed and trust papers, also is a list of Crep fields. if you need anything more please call me at 808-3290098 or if you want to fax me, please call me so I can turn on my fax, there are 772.3 ac in Crep. thank you.

Sincerely

William L. Becker

11/26/07

Water Supply Bank No. _____

Water Right No. _____

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

**APPLICATION TO SELL OR LEASE A WATER RIGHT
TO THE WATER SUPPLY BANK**

DEC 03 2007
DEPARTMENT OF
WATER RESOURCES

Name of Seller/Lessor William L. Becker, Trust
BETTY J. Becker, Trust Phone 1808-329-0098
Post office address 75-6164 ALI DR. Kailua KONA HI 96740

1. DESCRIPTION OF WATER RIGHT: SEE ATTACHMENT ON BACK

Right evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ (Name)
vs _____
dated _____ in _____ county of _____
(Name of court)
- b. License No. _____ issued by the Idaho Department of Water
Resources.
- c. Permit No. _____ issued by the Idaho Department of Water
Resources.

2. DESCRIPTION OF PORTION OF RIGHT FOR SALE OR LEASE: (If the entire right is for sale or lease,
show "all" on line a. below and skip the remainder of part 2.) SEE ATTACHMENT ON BACK.

- a. Amount of water under right: _____ cubic feet per second &/or
_____ acre-feet per annum
- b. Point of diversion: _____ 3 of _____ 3 of Section _____ Township _____ Range
_____, B.M. in _____ County.
Additional points _____

c. Place of use:

TWP	RGE	SEC	N E				N W				S W				S E				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

If the right is for irrigation, show the number of acres for the part of the right to be put into the bank.

Total number of acres _____

3. ADDITIONAL INFORMATION ABOUT RIGHT, OR PORTION THEREOF, FOR SALE OR LEASE

- a. Explain how the seller/lessor acquired the right, or portion thereof, and attach a copy of the deed to the land to which it is appurtenant or other evidence of ownership of the right. If the right is not recorded in the name of the seller/lessor, attach a copy of a change of ownership form as required by Section 42-248 or 42-1409(6), Idaho Code, together with required documentation.

- b. Describe the frequency of water use under the right, or portion thereof, during the past five (5) years of use. Attach watermaster records, pumping power bills, or other evidence to demonstrate that the right has not been lost through abandonment or forfeiture. (This information is not required if a partial decree has been issued on the right within the last 5 years).

- c. If the right is from a surface water source, describe the period of the year that water is typically available to satisfy the right.

N/A

- d. Describe any other water rights with the same purpose and place of use as the right, or portion thereof, offered for lease. Will the present place of use continue to receive water from any source? If so, describe.

N/A

- e. If the water right is a permit, describe the work accomplished toward developing the right.

N/A

- f. If the right to the use of the water or the use of the diversion works or irrigation system is represented by shares of stock in a company or corporation, or if such works or system is owned or managed by an irrigation district, a written consent of the sale or lease must be attached.

4 REMARKS:

N/A

5. SALE/LEASE AGREEMENT

1. The water right, or portion thereof, described above is offered to the Idaho Water Resource Board:

_____ For sale;

☒ For lease for a period from INDEFINITE _____
(Day, month, year) (Day, month, year)

(The lease period may be shown as "indefinite", if the total duration of lease is unknown); or

_____ As a gift to the state of Idaho.

2. Show the minimum payment acceptable to the Seller/Lessor. Include the method of determining the minimum payment. The minimum payment may be shown as the "current rental rate".

Current Rental rate

I hereby assert that the information contained in this application is true to the best of my knowledge, and that I have the authorities necessary to offer this right for sale or lease to the Idaho Water Resource Board.

The owner/lessor acknowledges the following:

1. Payment to the owner/lessor is contingent upon the sale or rental of the right from the bank.
2. While a right is in the bank, the owner of the right may not use the right even if the right is not rented.
3. A right accepted into the bank stays in the bank until the Board releases it or until the lease term expires.
4. While a water right is in the bank, forfeiture provisions are stayed.
5. Acceptance of a right into the bank does not, in itself, confirm the validity of the right or any elements of the water right.

Date

Signature

FOR DEPARTMENT USE ONLY

Received by _____ Date _____ Preliminary check by _____

Watermaster recommendation requested on _____ Received _____

Recommended for _____ approval _____ denial by _____

QUITCLAIM DEED

491795

No #

For Value Received

William Leonard Becker and Betty Jane Becker, husband and wife

Hereinafter called the grantor, hereby remises, releases, and forever Quitclaims unto

William L. Becker or Debbie R. Horst, trustees of the William L. Becker Trust Dated May 1, 2007 and Betty J. Becker or Debbie R. Horst, trustees of the Betty J. Becker Trust Dated May 1, 2007, as tenants in common

**ADDRESS: 75-6164 Alii Drive
Kailua Kona, Hawaii 96740**

Hereinafter called the grantee, the following described premises, in Minidoka County, Idaho to-wit:

**TOWNSHIP 8 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO**

Section 10: All

EXCEPTING THEREFROM the following described property:

Section 10: Part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 10, more particularly described as follows:

**Beginning at the Northeast section corner of Section 10, said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap on top which shall be the Point of Beginning;
Thence South 00°25'05" East along the East section line for a distance of 807.78 feet to a 1/2 inch rebar;
Thence along a non-tangent curve to the left for a distance of 1106.50 feet to a 1/2 inch rebar, said curve having a radius of 1427.37 feet and a central angle of 44°24'57" and a long chord bearing of North 43°33'38" West for a distance of 1079.00 feet;
Thence North 00°25'05" West for a distance of 11.65 feet to a 1/2 inch rebar;
Thence North 00°25'05" West for a distance of 18.35 feet to the North section line;
Thence South 89°40'44" East along said line for a distance of 737.90 feet to the Point of Beginning.**

Section 15: N $\frac{1}{2}$

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto.

Instrument # 491795

**MINIDOKA COUNTY, RUPERT, IDAHO
2007-07-10 01:08:11 No. of Pages: 2
Recorded for : BURLEY LAND TITLE
DUANE SMITH Fee: 6.00
Ex-Officio Recorder Deputy**

-Continued-

TO HAVE AND TO HOLD the said premises, with their appurtenances unto said Grantee, and the grantee's heirs and assigns forever.

Dated: June 29, 2007

William Leonard Becker

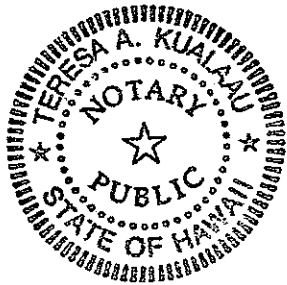
William Leonard Becker

Betty Jane Becker

Betty Jane Becker

STATE OF HAWAII)
) ss.
COUNTY OF Hawaii)

On this 29 day of June, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared **William Leonard Becker and Betty Jane Becker**, 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.



Teresa A. Kualau
Notary Public
Residing at: *Kailua-Kona, Hawaii*
My Commission expires: *10/24/2007*

TERESA A. KUALAU
Notary Public, Third Judicial Circuit
State of Hawaii

CERTIFICATE OF TRUST

The undersigned settlor hereby certifies the following:

1. This Certificate of Trust relates to the WILLIAM L. BECKER TRUST DATED MAY 1, 2007 (the "trust") created by trust agreement (the "trust agreement").
2. The name of the settlor is WILLIAM L. BECKER.
3. The names of each original trustee are WILLIAM L. BECKER and DEBBIE R. HORST. This authority is provided by the following provision in the Declaration of Trust:

"I hereby designate myself and DEBBIE R. HORST as the co-primary trustees of this trust. As long as both of us are alive, either or both of us may exercise dominion and control over any and all of the trust assets, with the signature of only one of us being required to act on behalf of the trust.

If DEBBIE R. HORST is unable or unwilling to act as a co-primary trustee, I designate JAMES L. BECKER to take her place as a successor co-primary trustee to serve with all rights and responsibilities given to the original co-primary trustee and if he is unable or unwilling to act as a successor co-primary trustee then I designate SHARON E. MILES to take his place as a successor co-primary trustee to serve with all rights and responsibilities given to the original co-primary trustee."

4. The name and address of each trustee empowered to act under the trust agreement at the time of the execution of this Certificate of Trust are:

Primary: WILLIAM L. BECKER and DEBBIE R. HORST
76-6164 Alii Drive
Kailua-Kona, Hawaii 96740

5. The trustee(s) are authorized by the trust agreement to have all the rights, powers and authority to deal with and manage the assets of this trust that an individual owner would have if there were no trust and the trustee(s) were acting as legally competent individual(s) dealing with their own property. This includes, but is by no means limited to the right to borrow against or pledge any of the trust assets, including the right to mortgage real estate and margin stocks or other securities owned by the trustee(s) of the trust. This includes all powers now or hereafter conferred upon trustee(s) by applicable state law, and also those powers appropriate to the orderly and effective administration of the trust.

6. The undersigned hereby represents that the statements contained in this Certificate of Trust are true and correct, and that there are no other provisions in the trust agreement or amendments to it that limit the powers of the trustee(s) to sell, convey, pledge, mortgage, lease, manage, operate, control, transfer title, divide, convert, allot or sell upon deferred payments trust property, including real and personal property, that would create liability for any third party relying on this document as authorization for trustee(s)' authority.
7. This trust has not been revoked, modified, or amended in any manner which would cause the representations in this certification of trust to be incorrect. This Certificate of Trust is being signed by all currently acting trustees of the trust.

William L. Becker
WILLIAM L. BECKER

Debbie R. Horst
DEBBIE R. HORST

STATE OF HAWAII

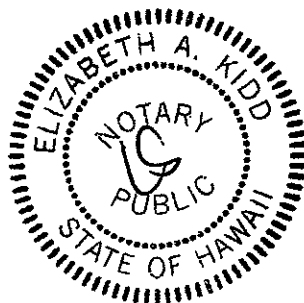
)

) SS:

COUNTY OF HAWAII

)

On May 1, 2007, before me personally appeared WILLIAM L. BECKER and DEBBIE R. HORST, to me personally known or by satisfactory identification proven, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.



Elizabeth A. Kidd
ELIZABETH A. KIDD, Notary Public
Hawaii County, Hawaii
My Commission expires 10/01/2010

This instrument was drafted by
Wallace H. Gallup, Jr., Attorney-at-Law
Lanihau Professional Center, 75-5591 Palani Road, Suite 2007, Kailua-Kona, Hawaii 96740

2007

CERTIFICATE OF TRUST

The undersigned settlor hereby certifies the following: 11/19/07

1. This Certificate of Trust relates to the BETTY J. BECKER TRUST DATED MAY 1, 2007 (the "trust") created by trust agreement (the "trust agreement").
2. The name of the settlor is BETTY J. BECKER.
3. The names of each original trustee are BETTY J. BECKER and DEBBIE R. HORST. This authority is provided by the following provision in the Declaration of Trust:

"I hereby designate myself and DEBBIE R. HORST as the primary trustees of this trust. As long as both of us are alive, either or both of us may exercise dominion and control over any and all of the trust assets, except as to amendment or revocation of this trust, which shall be pursuant to the provisions of Article Three, and except as hereinafter restricted.

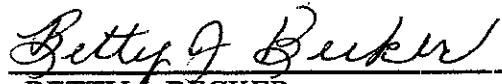
If DEBBIE R. HORST is unable or unwilling to act as a co-primary trustee, I designate JAMES L. BECKER to take her place as a successor co-primary trustee to serve with all rights and responsibilities given to the original co-primary trustee and if he is unable or unwilling to act as a successor co-primary trustee then I designate SHARON E. MILES to take his place as a successor co-primary trustee to serve with all rights and responsibilities given to the original co-primary trustee."

4. The name and address of each trustee empowered to act under the trust agreement at the time of the execution of this Certificate of Trust are:

Primary: BETTY J. BECKER and DEBBIE R. HORST
76-6164 Alii Drive
Kailua-Kona, Hawaii 96740

5. The trustee(s) are authorized by the trust agreement to have all the rights, powers and authority to deal with and manage the assets of this trust that an individual owner would have if there were no trust and the trustee(s) were acting as legally competent individual(s) dealing with their own property. This includes, but is by no means limited to the right to borrow against or pledge any of the trust assets, including the right to mortgage real estate and margin stocks or other securities owned by the trustee(s) of the trust. This includes all powers now or hereafter conferred upon trustee(s) by applicable state law, and also those powers appropriate to the orderly and effective administration of the trust.

6. The undersigned hereby represents that the statements contained in this Certificate of Trust are true and correct, and that there are no other provisions in the trust agreement or amendments to it that limit the powers of the trustee(s) to sell, convey, pledge, mortgage, lease, manage, operate, control, transfer title, divide, convert, allot or sell upon deferred payments trust property, including real and personal property, that would create liability for any third party relying on this document as authorization for trustee(s)' authority.
7. This trust has not been revoked, modified, or amended in any manner which would cause the representations in this certification of trust to be incorrect. This Certificate of Trust is being signed by all currently acting trustees of the trust.

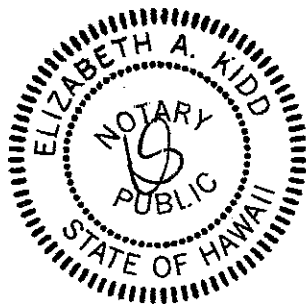

BETTY J. BECKER

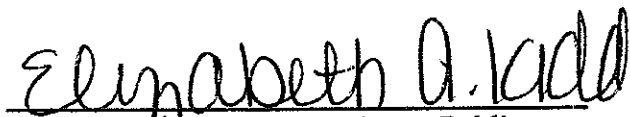

DEBBIE R. HORST

STATE OF HAWAII
COUNTY OF HAWAII

)
) SS:
)

On May 1, 2007, before me personally appeared BETTY J. BECKER and DEBBIE R. HORST, to me personally known or by satisfactory identification proven, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.




ELIZABETH A. KIDD, Notary Public
Hawaii County, Hawaii
My Commission expires 10/01/2010

This instrument was drafted by
Wallace H. Gallup, Jr., Attorney-at-Law
Lanihau Professional Center, 75-5591 Palani Road, Suite 2007, Kailua-Kona, Hawaii 96740

Remaining Water rights

		NW				NE				SW				SE			
Water Right Section		NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE
36-7443	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
36-2627	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total A		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
36-7443	15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
36-2627	15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total A		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

SEE NOTE
NEXT PAGE

Total Remaining
Total Remaining

37.6
71.3
108.9

Remaining Waters

(Note) (field in water bank now)

(ATTACH TO APP)

SUBMITTED BY DR

#4 is not a 8 acre, it was not in CREP

Name: William Becker			Crop Land Use Summary						
Field No.	Current (2006) Crop or Land Use	Offered Acres	Eligible Acres	1996	1997	1998	1999	2000	2001
1		8.2	8.2	CRP NI	Potatoes PR IR	Sheets IR	HRS IR	Potatoes PR IR	Sheets IR
2		5.7	5.7	CRP NI	Potatoes PR IR	Sheets IR	HRS IR	Potatoes PR IR	Spr Barley IR
3		5.4	0	CRP NI	SWS NI	Potatoes PR IR	Sheets IR	Spr Barley IR	Fallow NI
4		5.4	0	CRP NI	SWS NI	Potatoes PR IR	HRS IR	Spr Barley IR	Fallow NI
5		5.5	5.5	SWS IR	Potatoes PR IR	Sheets IR	HRS IR	Potatoes PR IR	Fallow NI
6		122.2	122.2	CRP NI / SWS IR	Potatoes PR IR	Sheets IR	HRS IR	Potatoes PR IR	Oats Forage IR / Spr Barley IR
7		4.1	4.1	CRP NI	Potatoes PR IR	Sheets IR	HRS IR	Spr Barley IR	Spr Barley IR
8		3.8	0	CRP NI	SWS NI	Potatoes PR IR	Sheets IR	Spr Barley IR	Fallow NI
9		116.8	116.8	CRP NI	SWS IR	Potatoes PR IR	Sheets IR	Spr Barley IR	Potatoes PR IR
10		3.9	0	CRP NI	SWS NI	Potatoes PR IR	HRS IR	Spr Barley IR	Fallow NI
11		5.3	5.3	SWS IR	SWS NI	Spr Barley IR	Spr Barley IR	Potatoes PR IR	Fallow NI
12		2.3	2.3	CRP NI	SWS NI	Spr Barley IR	Spr Barley IR	Spr Barley IR	Spr Barley IR
13		3.9	3.9	CRP NI	SWS NI	Spr Barley IR	Spr Barley IR	Spr Barley IR	Spr Barley IR
14		6.7	6.7	SWS IR	SWS NI	Spr Barley IR	Spr Barley IR	Potatoes PR IR	Fallow NI
15		122.7	122.7	SWS IR	SWS IR	Spr Barley IR	Spr Barley IR	Potatoes PR IR	Oats Forage IR / Spr Barley IR
16		6.6	6.6	Spr Barley IR	SWS NI	Spr Barley IR	Spr Barley IR	Potatoes PR IR	Spr Barley IR
17		142.3	142.3	Spr Barley IR	Spr Barley IR	Potatoes PR IR / Sheets IR	Spr Barley IR / HRS IR / Sheets IR	Potatoes PR IR / SWS IR	HRS NI
18		6.1	6.1	Sheets IR	SWS NI	SWS IR	Potatoes PR IR	Sheets IR	Spr Barley IR
19		5.3	5.3	SWS IR	SWS NI	SWS IR	Potatoes PR IR	Sheets IR	Spr Barley IR
20		17.9	17.9	CRP NI	SWS IR	SWS IR	Alfalfa IR	Alfalfa IR	Alfalfa IR
21		19.1	0	Alfalfa IR	Alfalfa IR	Alfalfa IR	Alfalfa IR	Alfalfa IR	Alfalfa IR
22		7.0	7.0	Sheets IR	SWS NI	SWS IR	Potatoes PR IR	Sheets IR	Spr Barley IR
23		128.9	128.9	Sheets IR / SWS IR	SWS IR	SWS IR	Potatoes PR IR	Sheets IR	Spr Barley IR
24		6.5	6.5	SWS IR	SWS NI	SWS IR	Potatoes PR IR	Sheets IR	Spr Barley IR

772.3 CREP