

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

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.  
Incomplete forms will be returned.

- Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

| Water<br>Right No(s) | Adjudication<br>Claim No(s) | Split | Water<br>Right No(s) | Adjudication<br>Claim No(s) | Split |
|----------------------|-----------------------------|-------|----------------------|-----------------------------|-------|
| 63-7412              |                             |       |                      |                             |       |
| 63-7733              |                             |       |                      |                             |       |
| 63-7735              |                             |       |                      |                             |       |
|                      |                             |       |                      |                             |       |
|                      |                             |       |                      |                             |       |

- The following **REQUIRED** information must be submitted with this form:
  - The appropriate **FILING FEE**. See instructions for fee amounts.
  - 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**.
  - Either of the following (if necessary to clarify division of water rights or other complex property descriptions):  
**PLAT OF PROPERTY** or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).  
**OR**  
 If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

- Name and Address of Former Owner/Claimant(s)  
BILL + EILEEN HENDREN  
524 ROBIE CREEK ROAD, BOISE ID. 83716
- New Owner/Claimant(s)  
ELENA COURT TRUSTEE ORSINI-COURT FAMILY TRUST  
Name Connector (Check one): [ ] and [ ] or [ ] jointly  
PO. BOX 928 OR 240 TRINITY ROAD  
BRISBANE, CA. 94005  
415 468-8599
- New Mailing Address
- City, State and ZIP Code
- New Telephone Number
- Date you acquired the property  
AUGUST 15, 2005

SUPPORT DATA

IN FILE #

63-7412

RECEIVED

NOV 02 2005

WATER RESOURCES  
WESTERN REGION

Form 01-304(02-1005) 3/01, 2003

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in Item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate space in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

N/A

| DESCRIPTION OF YOUR PORTION OF WATER RIGHT<br>(If the right(s) will not be split, skip this area and proceed to Item 7) |                                                                            |                                                              |
|-------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|--------------------------------------------------------------|
| Water Right and/or Adjudication Claim Number _____                                                                      |                                                                            |                                                              |
| Water Use                                                                                                               | Diversion Rate or Volume<br>(cubic feet per second or acre-feet per annum) | Description<br>(acres, number and type of stock, homes, etc) |
| Irrigation                                                                                                              | _____                                                                      | _____                                                        |
| Stock                                                                                                                   | _____                                                                      | _____                                                        |
| Domestic                                                                                                                | _____                                                                      | _____                                                        |
| Other                                                                                                                   | _____                                                                      | _____                                                        |
| Total                                                                                                                   | _____                                                                      | _____                                                        |

| DESCRIPTION OF YOUR PORTION OF WATER RIGHT<br>(If the right(s) will not be split, skip this area and proceed to Item 7) |                                                                            |                                                              |
|-------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|--------------------------------------------------------------|
| Water Right and/or Adjudication Claim Number _____                                                                      |                                                                            |                                                              |
| Water Use                                                                                                               | Diversion Rate or Volume<br>(cubic feet per second or acre-feet per annum) | Description<br>(acres, number and type of stock, homes, etc) |
| Irrigation                                                                                                              | _____                                                                      | _____                                                        |
| Stock                                                                                                                   | _____                                                                      | _____                                                        |
| Domestic                                                                                                                | _____                                                                      | _____                                                        |
| Other                                                                                                                   | _____                                                                      | _____                                                        |
| Total                                                                                                                   | _____                                                                      | _____                                                        |

7. Signature of New Owner(s) or Claimant(s)  
(include title if applicable)

*John Lee*  
**TRUSTEE THE ORSINI-COVERT Family Trust.**  
 11/1/05

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

|                       |                     |                |      |
|-----------------------|---------------------|----------------|------|
| For Office Use Only   |                     |                |      |
| Received by           | Date                | Fee            |      |
| Received by <u>UG</u> | Date <u>11-2-05</u> | <u>\$75</u>    |      |
| Processed by          | Date                | Receipt No.    |      |
|                       |                     | <u>W033567</u> |      |
|                       |                     | WR             | Date |



Escrow No. 0500034327

## WARRANTY DEED

### FOR VALUE RECEIVED

William R. Hendren and Eleen I. Hendren, husband and wife

GRANTOR(s), does(do) hereby GRANT, BARGAIN, SELL AND CONVEY unto: Orsini-Court Trust

GRANTEES(s), whose current address is: P. O. Box 928, Brisbane CA 94005  
the following described real property in Boise County, State of Idaho,  
more particularly described as follows, to wit:  
See attached Exhibit "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Date: August 15, 2005

William R. Hendren  
William R. Hendren

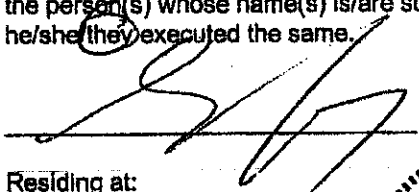
Eleen I. Hendren  
Eleen I. Hendren

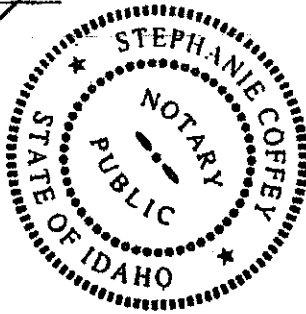
Notary Acknowledgment – see page 2

WARRANTY DEED - NOTARY ACKNOWLEDGMENT(S):

State of Idaho, County of Ada, ss.

On this 15 day of August in the year of 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared William R. Hendren and Eileen I. Hendren known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument, and acknowledged to me that he/she/they executed the same.

  
Residing at:  
My commission expires:



Residing in Meridian, Idaho  
My Commission expires: 03-20-2010

## EXHIBIT A

A tract of land located in the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 30, Township 4 North, Range 4 East of the Boise Meridian, more particularly described as follows:

Commencing at the Northeast corner of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 30, Township 4 North, Range 4 East, B.M.;  
thence South  $89^{\circ}20'$  West, 248.95 feet to a point;  
thence South  $3^{\circ}53'$  West, 175.83 feet to a point;  
thence South  $50^{\circ}00'$  West, 103.11 feet to an iron pin being the REAL POINT OF BEGINNING;  
thence South  $50^{\circ}00'$  West, 102.99 feet to a steel pin;  
thence South  $34^{\circ}44'$  West, 516.80 feet to a steel pin;  
thence South  $23^{\circ}53'$  West, 143.20 feet to a steel pin;  
thence South  $56^{\circ}46'$  West, 211.02 feet to a steel pin;  
thence South  $67^{\circ}28'25''$  West, 164.52 feet to a steel pin;  
thence South  $17^{\circ}24'50''$  West, 77.13 feet to a steel pin;  
thence South  $80^{\circ}38'50''$  East, 169.42 feet to a steel pin;  
thence South  $82^{\circ}29'30''$  East, 146.17 feet to a steel pin;  
thence North  $59^{\circ}51'40''$  East, 334.48 feet to a steel pin;  
thence North  $13^{\circ}33'26''$  East, 774.39 feet to the REAL POINT OF BEGINNING.

## TRUST AGREEMENT

I, ELENA ORSINI COURT, as Trustee, do hereby declare that I hold the property hereinafter described in trust upon the terms hereinafter set forth:

1. Trust Name. This trust shall be known as the "Orsini-Court Trust."

2. Trust Property. I am transferring to myself as Trustee all of the assets set forth in Exhibit A attached hereto and made a part hereof, in trust to be distributed as hereinafter set forth. So long as this agreement remains unrevoked, I, or any other person, with the consent of the Trustee, may add other property to the trust herein created, by transferring property to the Trustee by deed, assignment, bequest, or devise, and, if so added, the proceeds of such property shall be covered by the provisions hereof, the same as if originally included hereunder.

3. Dispositive Provisions. The trust property, together with any other property which may be transferred to the Trustee, as hereinabove provided, shall be held by the Trustee, in trust, for the following trust purposes and uses.

A. All of the net income of the trust, together with so much of the principal thereof as shall be required for my support and maintenance shall be paid over in monthly or other convenient installments to me or for my benefit so long as I shall live.

B. Upon my death, the remaining assets shall be distributed in equal shares to my brothers and sister, PATRICK ORSINI, JAMES ORSINI and MARA BONELLI. If any of them shall be deceased, his or her share shall be distributed to his or her then living issue by right of representation. If there shall be no such living issue, the share shall be reallocated among the other shares for which there are living beneficiaries and distributed to the persons entitled thereto.

C. If any beneficiary shall not have attained the age of thirty (30) years upon the date of my death, the share of such a beneficiary shall be retained in trust by the Trustee until such a beneficiary shall attain the age of thirty (30) years. The

Trustee shall pay from the principal and income of the trust, to or for the benefit of the beneficiary, such amounts as the Trustee shall find necessary for the support, maintenance, or education of the beneficiary. Provided, however, that all of the net income from such share shall be distributed to the beneficiary in quarterly installments after he or she attains the age of twenty one (21) years. In the event of the death of such a beneficiary prior to the distribution of his or her share, any remaining funds shall be paid to his or her estate.

4. Spendthrift Provision. No beneficiary of this trust shall have any right to alienate, encumber, or hypothecate his or her interest in the principal or income of the trust in any manner, nor shall such interest of any beneficiary be subject to claims of his or her creditors or liable to attachment, execution, or other process of law.

Provided, however, that so long as I shall be living, the Trustee may encumber the trust assets as security for the payment of any obligation of mine, and the Trustee may guarantee my obligations.

5. Trustee's Powers. The Trustee's power is final. The Trustee shall hold, manage, lease, care for, and protect the trust estate and collect the income therefrom, all in accordance with his best judgment and discretion, being fully authorized to cause any securities or other property, real or personal, belonging to the trust estate to be held or registered in his name or in the name of his nominee or in such other form as he deems best, without disclosing the trust relationship. Any leases that may be made may commence at the time of making or on a future day and may be for any period of time the Trustee thinks best, though extending beyond the term of the trust. The Trustee may continue to hold any property or securities originally received by him or at any time transferred to the trust as part of the trust estate hereunder, although not of a type or quality or not constituting a diversification considered proper for trust investments and shall not be liable in any way for any loss resulting to the trust estate by reason of continuing to hold any such securities or property. The Trustee is fully authorized to invest and reinvest the trust estate in bonds, stocks,

mortgages, notes, common trust fund participations or other property of any kind, real or personal, irrespective of any statutes or rules of law limiting the investment of trust funds. The Trustee is given full power to sell at public or private sale and convey any and all of the trust property and any reinvestment thereof, from time to time, for such prices and upon such terms as he shall see fit. The Trustee shall have authority to employ, to compensate, and to delegate any of his powers to such attorneys, investment advisors, agents and employees as he shall deem necessary and proper. He is also authorized to borrow money, to extend or renew any existing indebtedness, and to mortgage or pledge any property in the trust estate; and no purchaser or mortgagee shall be obligated to see to the application of any purchase or mortgage money. The Trustee may vote either in person or by general or limited proxy, or refrain from voting any corporate securities for any purpose. The Trustee may exercise or sell any subscription or conversion rights, and may avail himself of any option or benefits under any life insurance policies; he may consent to or join in any voting trusts, reorganizations, consolidations, mergers, foreclosures, and liquidations, and in connection therewith, may deposit securities with or under the direction of any protective committee under such terms as the Trustee may deem advisable, and may accept and hold any securities or other property received through the exercise of any of the foregoing powers. The Trustee is authorized to settle, compromise, contest, prosecute, or abandon claims in favor of or against the trust estate as he may deem advisable. For such purposes, the Trustee may execute and deliver all proper and necessary instruments and may give full receipts and discharges. The Trustee is authorized in his sole discretion to divide or distribute the trust property in undivided interests or in kind, or partly in cash and partly in kind, and to sell such property as the Trustee may deem advisable for the purpose of making divisions or distribution. The judgment of the Trustee as to values for the purpose of such division or distribution shall be binding and conclusive on all persons. The trustee is authorized to retain, or to acquire, residential real property to be occupied by an income beneficiary, and any dependent of an income beneficiary, and such

income beneficiary shall have the right to reside therein without the payment of any rent or other charge.

The foregoing powers shall be exercised only in a fiduciary capacity. The Trustee shall not engage in any transaction in his individual capacity whatsoever with the trust.

6. Additional Trustee's Powers. In addition to the powers of the Trustee set forth in paragraph 5, the Trustee shall have the right to pay from the assets of the trust without reimbursement from anyone on behalf of my estate all funeral expenses, debts and expense of administration, and all or any part of the taxes levied on account of my death. The Trustee shall not be liable in any way for any loss resulting to the trust estate by reason by the exercise of any of the foregoing powers.

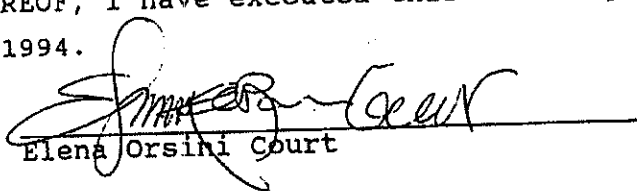
7. Accounting by Trustee. The Trustee shall keep adequate records and books of account, showing the disposition of all income and assets of the trust. No formal accounting shall be required until my death. Thereafter, the Trustee shall render an account, not less than annually to the beneficiaries of the trust.

8. Successor Trustee. In the event I shall fail or cease to act, I appoint my brothers PATRICK ORSINI and JAMES ORSINI, and my sister MARA BONELLI, or the survivor(s) of them, as co-trustees of this trust.

9. Power of Amendment and Revocation. I reserve the right at any time to alter, amend, or revoke this agreement either in whole or in part. Upon my death, the trust shall become irrevocable. In the event of revocation, all of the assets of the trust shall be redelivered to me in accordance with my written instructions.

10. Construction of the Trust. This Trust shall be construed in accordance with the laws of the State of California. As used herein, the masculine includes the feminine, and the singular includes the plural.

IN WITNESS WHEREOF, I have executed this Trust Agreement this 3rd day of March, 1994.

  
Elena Orsini Court