

SEP 24 2024

DEPT. OF WATER RESOURCES

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE CLARK FORK-PEND OREILLE RIVER
BASIN WATER SYSTEM

CIVIL CASE NUMBER: 69576

Ident. Number: 97-7704
Date Received: 9/17/2021
Receipt No: T110942
Claim Fee: \$25.00
Received By: _____

AMENDED NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW
For Domestic and/or Stockwater Purposes
Where Daily Use is less than 13,000 gallons per day

1. Name of Claimant(s)

~~ESTELITA HANSON~~
~~1618 CARTER ST~~
~~HARLINGEN TX 78550~~

Phone: (509) 370-4844

Hanson Family Living Trust
2321 S BANNEN RD
SPOKANE VALLEY WA 99037

2. Date of Priority: 6/21/1992

3. Source:
GROUND WATER

Trib. to:

4. Point of Diversion:

Township	Range	Section	$\frac{1}{4}$ of $\frac{1}{4}$ of $\frac{1}{4}$	Lot	County	Type
59N	04W	10	NW SW	3	BONNER	

5. Description of diverting works:

well...80ft.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A
DOMESTIC	1 / 1	12/31	0.04		

7. Total Quantity Appropriated is:

0.04 C.F.S. and/or A.F.A.

8. Non-irrigation uses:

vacation home

9. Place of use:

DOMESTIC within BONNER County

Township	Range	Section	¼	of	¼	Lot	Acres
59N	04W	10	NW		SW	3	
59N	04W	10	SW		SW		

10. Do you own the property listed above as place of use? Yes

If your answer is no, describe in remarks below the authority you have to claim this water right.

11. Other Water Rights Used:

12. Remarks:

Priority Date Explanation:

Started using well water in 1992.

13. Basis of Claim: Beneficial Use

14. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the CLARK FORK-PEND OREILLE River Basin Adjudication." (b.) I/We do _____ do not __x__ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm under penalty of perjury that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s):

Steve J. Hanson

Date: 9/16/2024

Estrellita Hanson

Date: 9/16/2024

HANSON FAMILY LIVING TRUST

This Trust Agreement, which may be known as the HANSON FAMILY LIVING TRUST is made this 16th day of September 2024 in Spokane, Washington, between STEVEN JACOB HANSON and ESTELLITA HANSON, husband and wife, as Grantors, and STEVEN JACOB HANSON and ESTELLITA HANSON, husband and wife, as Trustees.

ARTICLE I

DECLARATIONS AND TRUST PROPERTY

The Grantors wish to establish a Living Trust and to transfer all of their assets to it. All of assets of the Grantors are their community under the laws of the State of Washington.

The Grantors are husband and wife and have two (2) adult children, whose names are DAWN MARIE COOPER, born July 22, 1974, JENNIFER LYNN HANSON, born June 14, 1978. The Grantors have no predeceased children and wish to dispose of all assets transferred to this Trust in order that probate administration may be avoided in Washington or any other state that we own real estate, as much as possible.

Property contributed to this Trust is the community property of Grantors and all increases and further contributions of said property shall remain community property of the Grantors. This property and any distribution of such community property shall remain community property and notwithstanding the fact that it is held within this Trust.

ARTICLE II

RIGHT OF REVOCATION AND AMENDMENT

A. During their joint lifetime and upon their joint consent, both Grantors may, by instrument filed with the Trust records, revoke this agreement in whole or in part, and amend it from time to time in any respect.

B. After the death of the first to die of the Grantors, the survivor may, by instrument filed with the Trust records, revoke this agreement in whole or in part, and amend it from time to time in any respect but only with respect to that portion of the property in the Survivor's Trust described below including any marital deduction transfer. With respect to the assets in the Trust Estate of the Grantor first to die, this Trust shall be irrevocable.

- vi. This property shall not be sold and shall not be mortgaged or encumbered for more than Forty Percent (40%) of its value. Any mortgage or encumbrance must be used for capital improvements, repairs, or maintenance for this property only and any resulting proceeds from said loan shall not be distributed to any beneficiary.
- vii. The income and dividends shall be evenly distributed to DAWN MARIE COOPER and JENNIFER LYNN HANSON for their lifetimes.
- viii. Upon the death of either DAWN MARIE COOPER or JENNIFER LYNN HANSON, the share distributable to said deceased beneficiary shall pass to JACOB DALE COOPER. Upon the death of the last to die of DAWN MARIE COOPER and JENNIFER LYNN HANSON, the principal balance of this Trust shall be distributed to JACOB DALE COOPER, so long as he has reached the age of Twenty-Five (25).
- ix. In the event any share of any trust established herein shall be distributed to any descendants of my deceased children and said descendant shall not have attained the age of twenty-five (25) years then although the interest of such descendant shall be vested in him or her indefeasibly, the Trustee may, in his or her discretion, continue to hold it in trust until such descendant reaches that age, in the meantime distributing to him or her or using for his or her benefit so much of the income and principal of his or her share at such time and in such amounts as the Trustees determine to be in his or her best interests. Any excess income shall be added to principal at the discretion of the Trustee.

3. Coolin Property Trust:

- i. DAWN MARIE COOPER and JENNIFER LYNN HANSON shall be Co-Trustees of the Coolin Property Trust. Upon the death of either DAWN MARIE COOPER or JENNIFER LYNN HANSON, the Successor Trustee shall be the survivor of them. In the event both are deceased, JACOB DALE

COOPER shall act as Successor Trustee for the limited purpose of termination of said trust and distribution of the balance of the trust corpus to himself, outright, free of trust.

- ii. My Trustees shall be hold, manage, and administer this Trust by transfer of the real estate, commonly known as 261 Highland Street, Coolin, ID 83821, with an abbreviated legal description of 10-59N-4W COOLIN ORIG BLK 8 LOTS 7, 8, Bonner County Tax Parcel No. RP00071008007A, which consists of two recreational residential lots, into this Subtrust upon the death of the last Grantor.
- iii. My Co-Trustees shall ensure the property taxes, utilities, general maintenance expenses are covered. In the event there is insufficient funds to cover an expense, said expense shall be shared by both DAWN MARIE COOPER and JENNIFER LYNN HANSON, as beneficiaries of this Trust. Both beneficiaries shall have equal access to the property and the respective lots chosen by each.
- iv. DAWN MARIE COOPER and/or JENNIFER LYNN HANSON have the option to build on their respective chosen lot. In the event DAWN MARIE COOPER and/or JENNIFER LYNN HANSON decide to build on a lot, said lot shall be distributed to said beneficiary outright, free of trust. The Co-Trustees shall execute a shared well agreement in the event building is taking place on one or more of the lots. In the event no building is being erected, the property shall remain in trust.
- v. DAWN MARIE COOPER and/or JENNIFER LYNN HANSON shall be allowed to reside at the property, without any obligation to pay rent, if either/both so choose. This tenancy goes along with an obligation of DAWN MARIE COOPER and/or JENNIFER LYNN HANSON to pay for costs incident to their residing there, including homeowners' insurance, utilities, electricity, real estate taxes, and general maintenance expenses.