

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.

RECEIVED
SEP 02 2005

Department of Water Resources

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 division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
	85-7191				

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 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**.

3. Name and Address of Former Owner/Claimant(s) George H. Stedman (deceased)
Rt 1, Box 105 Lapwai ID 83540
4. New Owner/Claimant(s) Stedman Family Trust
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 23699 Spalding mill Rd.
- City, State and ZIP Code Spalding ID 83540
- New Telephone Number (208) 843-2654
5. Date you acquired the property Nov. 2, 2003 (date of death)

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 spaces 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.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (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 (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (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 (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s) Peggie J. Stedman, Trustee
(include title if applicable)

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 _____
 Receipted by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____

Last Will and Testament

of

GEORGE H. STEDMAN

I, GEORGE H. STEDMAN, being of legal age and of sound and disposing mind and memory, and not acting under the menace, duress, fraud or undue influence of any person whomsoever, do make, publish and declare this to be my Last Will and Testament.

I.

I revoke all Wills and Codicils that I have previously made.

II.

I am married to PEGGIE JEAN STEDMAN and all references in this Will to "my wife" are to her. We have five (5) children as issue of our marriage, to-wit:

MARK R. STEDMAN, residing at Onalaska, Washington;
YOLONDA E. FELLER, residing at Marysville, Washington;
KIRK W. STEDMAN, residing at Lewiston, Idaho;
RALEIGH D. STEDMAN, residing at Lewiston, Idaho; and
BRET C. STEDMAN, residing at Lewiston, Idaho.

I have no other children, living or deceased.

III.

All of my estate I give, devise and bequeath to the then acting trustees of that certain Joint Trust Agreement by and between GEORGE H. STEDMAN and PEGGIE JEAN STEDMAN, as Trustors, and GEORGE H. STEDMAN and PEGGIE JEAN STEDMAN, as Trustees, executed on September 27, 1996. I direct that the residue of my estate be added to the principal of that trust to be administered, invested and distributed as a part of the principal of that trust, according to its terms, including any amendments made to it prior to my death.

§ G. H. S.,

It is my intent that this provision not create a separate trust or subject the above described trust, or the property added to it, to the jurisdiction of any probate court.

IV.

I nominate, constitute and appoint my wife, PEGGIE JEAN STEDMAN, as Personal Representative of this my Last Will and Testament, to act without giving bond, giving and granting to my Personal Representative the full power and authority to sell, lease, encumber and in every manner deal with my property, either real or personal, without the intervention of any Court and without the confirmation of any Court, except as may be required by law, with or without notice, it being my intention that this is and shall be construed as a non-intervention will in any court which this will is offered for probate, and my Personal Representative shall have all the powers granted by law to Personal Representatives of non-intervention wills.

If my wife shall for any reason fail to qualify, or ceases to act as Personal Representative, then I nominate MARK R. STEDMAN, or if he is unable to act, then BRET C. STEDMAN, as Personal Representative to have the same powers I have outlined above for my wife as Personal Representative.

gth IN WITNESS WHEREOF, I have hereunto set my hand and seal this
day of November, 1996.

S/
GEORGE H. STEDMAN

S/ G. H. S.
- PAGE 2 -

On the date last above written, GEORGE H. STEDMAN declared to us, the undersigned, the foregoing instrument, consisting of three (3) pages, including this page, was his Last Will and Testament, and requested us to act as witnesses to it. He thereupon signed this Will in our presence, and in the presence of him, and in the presence of each other, we subscribed our names as witnesses.

S/ PEGGY RODE

Residing at: Lewiston, Idaho

S/ KRISTA L. ELLIS

Residing at: Lewiston, Idaho

STATE OF IDAHO)
 : ss
County of Nez Perce)

WE, GEORGE H. STEDMAN, the testator, and PEGGY RODE and KRISTA L. ELLIS, the witnesses, whose names are signed to the attached or foregoing instrument, being duly sworn, do hereby declare to the undersigned authority that the testator signed and duly executed the instrument as his Last Will and that he had signed willingly or directed another to sign for him, and that he executed it as his free and voluntary act for the purposes therein mentioned; that each of the witnesses in the presence and hearing of the testator, signed the Will as witnesses, and that to the best of his or her knowledge the testator was at that time an adult, of sound mind and under no constraint or undue influence.

S/ GEORGE H. STEDMAN

Testator

S/ PEGGY RODE

Witness

S/ KRISTA L. ELLIS

Witness

SUBSCRIBED, SWORN AND ACKNOWLEDGED before me by GEORGE H. STEDMAN, the testator, and SUBSCRIBED AND SWORN before me by witnesses, PEGGY RODE and KRISTA L. ELLIS, this 8th day of November, 1996.

S/ CINDY L. BOLEN

Notary Public in and for the State
of Idaho, residing at Lewiston, ID.

My commission expires _____.

S/ G. H. S.
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CERTIFICATE OF VITAL RECORD

STATE OF IDAHO

IDAHO DEPARTMENT OF HEALTH AND WELFARE
BUREAU OF HEALTH POLICY AND VITAL STATISTICS

DATE FILED BY STATE REGISTRAR:

State of Idaho

STATE FILE NO.

CERTIFICATE OF DEATH

ONLY A COPY OF THIS DOCUMENT, CERTIFIED BY THE STATE REGISTRAR WITH THE DEPARTMENT OF HEALTH AND WELFARE, RAISED SEAL, SHALL BE USED AS PROOF OF THIS DEATH UNDER §39-24 (1) AND §39-27, IDAHO CODE.

Local Reg. No. 410

DECEDENT TYPE OR PRINT IN PERMANENT BLACK INK. DO NOT USE FELT TIP PEN. FOR INSTRUCTIONS SEE HANDBOOKS PARENTS INFORMANT DISPOSITION PLACE OF DEATH DATE OF DEATH CAUSE OF DEATH ITEMS 32-35 TO BE USED FOR EXTERNAL CAUSES ONLY (CORONER) CERTIFIER IF DEATH WAS DUE TO OTHER THAN NATURAL CAUSES, THE CORONER MUST COMPLETE AND SIGN THE CERTIFICATE REGISTRAR	* 1. DECEDENT'S LEGAL NAME (Include AKA's if any) (First, Middle, Last, Suffix) <u>George Henry Stedman</u>		2. SEX <u>Male</u>	3. SOCIAL SECURITY NUMBER
	4a. AGE-Last Birthday <u>89</u> (Years)		4b. UNDER 1 YEAR Months: _____ Days: _____	
	4c. UNDER 1 DAY Hours: _____ Minutes: _____		5. DATE OF BIRTH (Mo/Day/Yr) <u>October 23, 1914</u>	
	6. BIRTHPLACE (City and State, Territory, or Foreign Country) <u>Burley, ID</u>			
	7a. RESIDENCE - STATE OR FOREIGN COUNTRY <u>Idaho</u>		7b. COUNTY <u>Nez Perce</u>	
	7c. CITY OR TOWN <u>Spalding</u>			
	7d. STREET AND NUMBER <u>23699 Spalding Mill Road</u>		7e. APT. NO.	
	7f. ZIP CODE <u>83540-</u>		7g. INSIDE CITY LIMITS? ☐ Yes ☒ No	
	8. MARITAL STATUS AT TIME OF DEATH ☒ Married ☐ Married, but separated ☐ Widowed ☐ Divorced ☐ Never married ☐ Unknown		9. SURVIVING SPOUSE'S NAME (If wife, give maiden name) <u>Peggie Albright</u>	
	10. EVER IN U.S. ARMED FORCES? ☒ Yes ☐ No		11b. BIRTHPLACE (State, Territory, or Foreign Country) <u>Iowa</u>	
12a. FATHER'S NAME (First, Middle, Last, Suffix) <u>George W. Stedman</u>		12b. BIRTHPLACE (State, Territory, or Foreign Country) <u>Unknown</u>		
12a. MOTHER'S MAIDEN NAME (First, Middle, Last, Suffix) <u>Florence Davis</u>				
13a. INFORMANT'S NAME (Type or print) <u>Peggie Stedman</u>		13b. RELATIONSHIP TO DECEDENT <u>Wife</u>		
13c. MAILING ADDRESS (Street and Number, City, State, Zip Code) <u>23699 Spalding Mill Road Spalding, ID 83540-</u>				
* 14. METHOD OF DISPOSITION ☐ Burial ☒ Cremation ☐ Donation ☐ Entombment ☐ Removal from Idaho ☐ Other (Specify): _____		15. PLACE OF DISPOSITION (Name and address of cemetery, crematory, other place) <u>Mountain View Crematory</u> <u>7th & Cedar Lewiston, ID</u>		
* 16. NAME AND COMPLETE ADDRESS OF FUNERAL FACILITY <u>Malcom's Funeral Home</u> <u>1711 18th St. Lewiston, ID 83501</u>				
* 17a. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH <u>[Signature]</u>		* 17b. LICENSE NUMBER (Of licensee) <u>M-894</u>		
18. WAS CORONER CONTACTED? ☐ Yes ☒ No				
PLACE OF DEATH (19-22) * 19a. IF DEATH OCCURRED IN A HOSPITAL: ☐ Inpatient ☐ ERO/Outpatient ☐ DDA ☐ Hospice facility ☐ Nursing home/Long term care facility ☐ Decedent's home ☐ Other (Specify): _____ * 19b. IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL: _____ * 20. FACILITY NAME (If not facility, give street and number) <u>23699 Spalding Mill Road</u> * 21. CITY, TOWN, OR LOCATION OF DEATH, AND ZIP CODE <u>Spalding, 83540-</u> * 22. COUNTY OF DEATH <u>Nez Perce</u>				
* 23. DATE OF DEATH (Mo/Day/Yr) (Spell month) <u>November 2, 2003</u>		24. TIME OF DEATH <u>0058</u> (24hr)		
25. DATE PRONOUNCED DEAD (Mo/Day/Yr) (Spell month) <u>November 2, 2003</u>		26. TIME PRONOUNCED DEAD <u>0058</u> (24hr)		
27. CAUSE OF DEATH PART I: Enter the <u>last</u> in of events -- diseases, injuries, or complications -- that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. Enter only one cause on a line: _____ IMMEDIATE CAUSE / Final disease or condition resulting in death: <u>a. Congestive Heart Failure</u> Sequentially list conditions, if any, leading to the cause listed on line a. Enter the UNDERLYING CAUSE LAST (disease or injury that initiated the events resulting in death): b. _____ c. _____ d. _____ PART II: Enter other significant conditions contributing to death but not resulting in the underlying cause given in Part I: _____				
28a. WAS AN AUTOPSY PERFORMED? ☐ Yes ☒ No		28b. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH? ☐ Yes ☒ No		
29. DID TOBACCO USE CONTRIBUTE TO DEATH? ☐ Yes ☐ Probably ☒ No ☐ Unknown		30. IF FEMALE (Aged 10-54): ☐ Not pregnant within past year ☐ Pregnant at time of death ☐ Not pregnant, but pregnant 43 days to 1 year before death ☐ Unknown if pregnant within the past year		
31. MANNER OF DEATH ☒ Natural ☐ Homicide ☐ Accident ☐ Pending investigation ☐ Suicide ☐ Could not be determined				
32. DATE OF INJURY (Mo/Day/Yr) (Spell month)		33. TIME OF INJURY (24hr)		
34. PLACE OF INJURY (Decedent's home, farm, street, construction site, nursing home, restaurant, forest, etc.)		35. INJURY AT WORK? ☐ Yes ☒ No		
36. LOCATION OF INJURY: State: _____ City/Town or County: _____ Zip Code: _____ Street and Number or Location: _____ Apartment Number: _____				
37. DESCRIBE HOW INJURY OCCURRED. IF TRANSPORTATION INJURY, STATE THE TYPE(S) OF VEHICLE(S) INVOLVED (Automobile, pickup, motorcycle, ATV, bicycle, etc.) SPECIFY WHICH VEHICLE DECEDENT OCCUPIED, if applicable				
TRANSPORTATION 38a. WAS DECEDENT: ☐ Driver/Operator ☐ Passenger ☐ Pedestrian ☐ Other (Specify): _____ 38b. WHAT SAFETY DEVICE(S) DID DECEDENT USE/EMPLOY? ☐ Seat belt ☐ Child safety seat ☐ Air bag ☐ None ☐ Unknown				
39a. CERTIFIER (Check only one, based on official capacity for this certificate) ☐ PHYSICIAN - To the best of my knowledge, death occurred at the time, date, and place, and due to the <u>natural</u> cause(s)/manner stated; ☐ CORONER - On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) and manner stated. Signature and Title of Certifier: _____		39b. LICENSE NUMBER <u>M-8278</u>		
* 39d. NAME, ADDRESS, AND PHONE OF CERTIFIER (Type or print) <u>Vicky Lott, M.D., 2315 8th St., Lewiston, ID 83501</u>		39c. DATE SIGNED <u>11-02-03</u>		
40a. CORONER'S SUBSEQUENT SIGNATURE IF NECESSARY: The coroner's signature in this item supersedes that of the physician, and the coroner becomes the certifier of record.		40b. DATE SIGNED MM DD YYYY		
41a. REGISTRAR'S SIGNATURE <u>Karen L. Rugg</u>		41b. DATE SIGNED <u>11-05-2003</u>		

This is a true and correct reproduction of the document officially registered and placed on file with the IDAHO BUREAU OF HEALTH POLICY AND VITAL STATISTICS.

DATE ISSUED: November 5, 2003

This copy is not valid unless prepared on engraved border displaying state seal and signature of the Registrar.

[Signature]

JANE S. SMITH
STATE REGISTRAR

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

STEDMAN FAMILY TRUST AGREEMENT

Trust agreement made this 27th day of September, 1996, between GEORGE H. STEDMAN and PEGGIE JEAN STEDMAN, husband and wife, of County of Nez Perce, State of Idaho, jointly referred to as TRUSTORS, and GEORGE H. STEDMAN and PEGGIE JEAN STEDMAN, referred to as TRUSTEES, for the purpose of establishing a trust to hereafter be known as "THE STEDMAN FAMILY TRUST".

IN CONSIDERATION of the mutual covenants and promises set forth herein, TRUSTORS and TRUSTEES agree:

SECTION ONE

Transfer in Trust

TRUSTORS transfer and deliver to TRUSTEES the property described in Exhibit "A," attached and incorporated by reference. The receipt of such property is hereby acknowledged by TRUSTEES. All such property is community property of TRUSTORS. Such property and all property hereafter subject to this trust shall constitute the trust estate, and shall be held, managed, administered and distributed by TRUSTEES as herein provided.

SECTION TWO

Identification of Family

The family of the TRUSTORS presently consists of the following: GEORGE H. STEDMAN and PEGGIE JEAN STEDMAN (TRUSTORS), and their five children: MARK R. STEDMAN, YOLONDA E. FELLER, KIRK W. STEDMAN, RALEIGH D. STEDMAN, and BRET C. STEDMAN.

SECTION THREE

Disposition of Income and Principal

TRUSTEES shall, unless otherwise directed by both TRUSTORS in writing, apply and distribute the net income and the principal of the trust estate as follows:

A. During the lifetime of both TRUSTORS, the TRUSTEES shall pay to TRUSTORS, or either of them, such sums from the net income of the trust estate, in monthly or other convenient installments, to the TRUSTORS directly or other such person or persons and in such proportions as TRUSTORS, or either of them, may from time to time, direct.

B. During the lifetime of TRUSTORS, the TRUSTEES shall pay all or any portion of the principal of the trust estate to TRUSTORS, or either of them, or to any person or persons designated by TRUSTORS and TRUSTORS may, from time to time, direct.

C. During the lifetime of both TRUSTORS should the TRUSTEES, at any time, consider the TRUSTORS unable, for any reason, to direct the TRUSTEES with respect to the disposition of such sums from the trust estate, the TRUSTEES are authorized, in their sole and absolute discretion, to expend for the benefit of the TRUSTORS, or either of them, such sums from the net income and/or principal of the trust estate as the TRUSTEES shall deem necessary or advisable for the support, maintenance and health of the TRUSTORS or either of them. The power of the TRUSTEES to disburse income and/or principal of the trust estate shall include the power to rent or purchase any and all medical equipment and supplies, to hire medical assistance, including nurses, live-in or on an hourly basis, to provide medical care to the TRUSTORS during the remainder or their lives. The TRUSTEES upon direction of the TRUSTORS, shall make such disbursements from the trust estate to provide medical care to one or both of the TRUSTORS in their home as opposed to placing either or both of the TRUSTORS in a nursing home, so long as the medical care provided at the residence is sufficient and adequate for the proper care of the TRUSTORS, or either of them. The decision as to whether such care is sufficient shall rest with the doctor attending to the care of the particular TRUSTOR or TRUSTORS. The TRUSTEES shall have the authority to make such expenditures, even though the expense involved may be substantially greater for in-home care than the expense would be at a nursing home.

D. As of the date of death of the TRUSTOR who first dies, hereinafter referred to as the "decedent," the TRUSTEES shall divide all property held in the trust estate, including any proceeds received from life insurance policies subject to this Agreement, and proceeds received from life insurance policies whether or not deposited in trust, and under the terms of which the TRUSTEES of this trust are named as the beneficiary thereof, and including all accrued or accumulated income, as well as any property added hereto under the decedent's will, into two (2) separate share trusts. The first separate share trust shall be referred to as the Survivor's Trust (Trust "A"), and the second separate share trust shall be referred to as the Family Trust (Trust "B") , and both of such separate share trust shall be separately held, administered and distributed as hereinafter provided.

E. The Survivor's Trust (Trust "A") shall consist of the following:

1. The surviving TRUSTOR's share of the community property of both TRUSTORS held in this trust;

2. All of the separate property of the surviving TRUSTOR, if any held in this trust (of which there is none at this time);

3. Property received by the TRUSTEES under the will of the decedent which is specifically designated as property of the Survivor's Trust (Trust "A"), if any;

4. All additional property which the surviving TRUSTOR may, during his or her lifetime, and subsequent to the death of the decedent, and with the consent of the TRUSTEES, add to this trust;

5. All additional property which any other person may, during the remaining lifetime of the surviving TRUSTOR, and subsequent to the death of the decedent, and with the consent of the TRUSTEES, add to this trust.

6. Providing that the surviving TRUSTOR survives the decedent by thirty (30) days, then the Survivor's Trust (Trust "A") shall include all the decedent's right, title and interest in and to all household goods, furniture and fixtures, vehicles, boats, trailers and personal effects of the decedent, and all of the decedent's right, title and interest in and to the home that the TRUSTORS are occupying as their principal residence at the date of the decedent's death. The principal residence shall include the home and no more than one acre of surrounding property, it being understood that our present home is surrounded by considerable acreage.

Survivor's
Trust to
include
residence +
1 acre

G. The Family Trust (Trust "B") shall consist of all the remaining trust property not allocated to the Survivor's Trust (Trust "A") and all additional property received by this Trust and not allocated to the Survivor's Trust (Trust "A"), including, but not limited to:

1. The decedent's share of the community property of both TRUSTORS held in this trust;

2. All of the separate property of the decedent, if any, held in this trust;

3. Property received by the TRUSTEES under the will of the decedent which is specifically designated as property not to be placed in the Survivor's Trust (Trust "A");

4. Provided, however, that if the surviving TRUSTOR shall survive the decedent by thirty (30) days, then the items of property hereinabove set forth in subparagraphs (1) and (2) shall not include any of the decedent's right, title and interest in and to all household goods, furniture and fixtures, vehicles, boats, trailers and personal effects of the decedent or any of the decedent's right, title or interest in and to any home that the TRUSTORS were occupying as their principal residence at the time of the decedent's death, and all of said items shall become a part of the Survivor's Trust (Trust "A").

H. The Survivor's Trust (Trust "A") shall be held, applied and distributed in the following matter.

1. The TRUSTEES of the Survivor's Trust (Trust "A") shall hold, manage and control the property comprising the trust estate, and collect all income, revenue and profits arising from or accruing to said trust estate, and out of the same shall pay all expenses of the Trust and while the surviving TRUSTOR lives, the TRUSTEES shall pay to the surviving TRUSTOR, or his or her order, so much of the net income or principal, or both, as the surviving TRUSTOR may direct. Any expenses authorized under Section Three (C), during the lifetime of both TRUSTORS, shall likewise be authorized to be paid from trust during the lifetime of the surviving TRUSTOR.

2. Upon the death of the surviving TRUSTOR, the remainder of Trust "A" shall be added to and become a part of Trust "B" to be held, applied and distributed as hereinafter provided in Section Three J of this Trust Agreement.

3. Prior to the distribution of the residue of the Survivor's Trust (Trust "A") upon the death of the surviving TRUSTOR, the TRUSTEES may, but shall not be obligated to, pay the cost of or such proportion thereof as the TRUSTEES may determine of the debts, expenses of last illness, funeral and burial expense, costs of administration of the surviving TRUSTOR'S estate and federal estate tax and state estate or inheritance taxes chargeable to the estate of the surviving TRUSTOR.

I. The Family Trust (Trust "B") shall be held, applied and distributed in the following manner:

1. The TRUSTEES shall pay the entire net income, in monthly or other convenient installments, at least annually, to the surviving TRUSTOR, for and during his or her natural life.

2. In the event that the net income from this trust, and the net income from Trust "A" and the principal of Trust "A" are not sufficient to meet a true emergency situation for the surviving TRUSTOR, the TRUSTEES hereinafter named are hereby authorized to use a maximum of \$10,000 in a calendar year of the principal of this trust to meet such emergency. This paragraph shall not be construed to authorize the payment of health, medical, dental, hospital, or nursing home care.

3. Upon the death of the surviving TRUSTOR, the balance of this trust, if any, remaining shall be held, administered and distributed as hereinafter provided in paragraph 3.J.

J. Upon the death of the surviving TRUSTOR, the TRUSTEES of the Family Trust (Trust "B") shall accept the distribution of the remaining balance of the principal from the Survivor's Trust (Trust "A"), if any, and the distribution of property under the provisions of the Last Will and Testament of the surviving TRUSTOR, if any, and the distribution of property to this Trust "B" as the result of the death of the surviving TRUSTOR, if any, and shall combine all such funds into one single fund under the Family Trust (Trust "B"), and the TRUSTEES shall dispose of all of such assets of the Family Trust (Trust "B") in the following manner:

1. Provided he survives the surviving TRUSTOR'S death by thirty (30) days, the TRUSTEES shall distribute an undivided one-half interest unto my son, MARK R. STEDMAN, in the following described real property:

"PECK FARM - 405 acres"

Situate in Nez Perce County, State of Idaho, to-wit:

The East Half of the Southwest Quarter and the West Half of the Southeast Quarter of Section 16, Township 36 North, Range 1, West of the Boise Meridian in Nez Perce County, Idaho;

AND the West Half of the Northeast Quarter and the East Half of the Northwest Quarter in Section 16, Township 36 North, Range 1, West of the Boise Meridian;
AND the West Half of the Southwest Quarter in Section 16, and the East Half of the Southeast Quarter in Section 17, Township 36 North, Range 1, West of the Boise Meridian.

In the event MARK R. STEDMAN should fail to survive the surviving TRUSTOR'S death by thirty (30) days, then the TRUSTEES shall distribute MARK R. STEDMAN's share equally to his surviving issue, provided, however, said issue are over the age of 18 years. In the event any of said issue are under the age of 18 years, then the TRUSTEES shall distribute said minor child's share of MARK R. STEDMAN'S share in the manner as hereinafter set forth in Section Three, paragraph J.7. In the event no issue survive then the distributions made to MARK R. STEDMAN shall lapse and be distributed as hereinafter set forth in Section Three, paragraph J.7.

2. Provided she survives the surviving TRUSTOR'S death by thirty (30) days, the TRUSTEES shall distribute an undivided one-half interest unto my daughter, YOLONDA E. FELLER, in the following described real property:

"PECK FARM - 405 acres"

Situate in Nez Perce County, State of Idaho, to-wit:

The East Half of the Southwest Quarter and the West Half of the Southeast Quarter of Section 16, Township 36 North, Range 1, West of the Boise Meridian in Nez Perce County, Idaho;

AND the West Half of the Northeast Quarter and the East Half of the Northwest Quarter in Section 16, Township 36 North, Range 1, West of the Boise Meridian;
AND the West Half of the Southwest Quarter in Section 16, and the East Half of the Southeast Quarter in Section 17, Township 36 North, Range 1, West of the Boise Meridian.

In the event YOLONDA E. FELLER should fail to survive the surviving TRUSTOR'S death by thirty (30) days, then the TRUSTEES shall distribute YOLONDA E. FELLER's share equally to

her surviving issue, provided, however, said issue are over the age of 18 years. In the event any of said issue are under the age of 18 years, then the TRUSTEES shall distribute said minor child's share of YOLONDA E. FELLER's share in the manner as hereinafter set forth in Section Three, paragraph J.7. In the event no issue survive, then the distributions to YOLONDA E. FELLER shall lapse and be distributed as hereinafter set forth in paragraph Three J.7.

3. Provided he survives the surviving TRUSTOR'S death by thirty (30) days, the TRUSTEES shall distribute to my son, KIRK W. STEDMAN, the following described real property:

"INLAND AUTO GLASS"

Situate in Nez Perce County, State of Idaho, to-wit:

Lots Eight (8), Nine (9), and Ten (10), in Block E of LeFrancois Tract, in the City of Lewiston, Nez Perce County, Idaho, according to the recorded plat thereof.

In the event KIRK W. STEDMAN should fail to survive surviving TRUSTOR'S death by thirty (30) days, then the TRUSTEES shall distribute said property equally to his surviving issue, provided, however, said issue are over the age of 18 years. In the event any of said issue are under the age of 18 years, then the TRUSTEES shall distribute said minor child's share of KIRK W. STEDMAN's share in the manner as hereinafter set forth in Section Three, paragraph J.7. In the event no issue survive, then the distributions made to KIRK W. STEDMAN shall lapse and be distributed as hereinafter set forth in Section Three, paragraph J.7.

4. Provided he survives the surviving TRUSTOR'S death by thirty (30) days, the TRUSTEES shall distribute an undivided one-half interest to my son, RALEIGH D. STEDMAN, in the following described real property:

Parcel 1: "BETTY'S WORLD OF TRAVEL"

Situate in Nez Perce County, State of Idaho, to-wit:

Lot 12, and the North Half of Lot 13 of Block E in the LeFrancois Tract in the City of Lewiston.

TOGETHER WITH an undivided one-half interest in the following described real property:

Parcel 2: "THAIN ROAD PROPERTY"

That portion of Lot 8, Block 45, Lewiston Orchards Tract No. 3, according to the plat thereof, on file in Book 2 of Plats, page 33, in the Office of the Recorder of Nez Perce County, Idaho, more particularly described as follows:

Commencing at the intersection of the centerlines of Cedar Avenue and Thain Road; thence South 44°52'30" East along the centerline of Thain Road a distance of 502.4 feet to the True Point of Beginning; thence North 14°02' East along the East line of the Longeteig property a distance of 369.84 feet to the centerline of Cedar Avenue; thence North 89°40' East along the centerline of Cedar Avenue a distance of 96.75 feet to a point; thence South 14°02' West a distance of 450.41 feet to the centerline of Thain Road; thence North 44°52'30" West along the centerline of Thain Road a distance of 109.30 feet to the True Point of Beginning, measurements being from the centerlines of adjacent streets and alleys.

In the event RALEIGH D. STEDMAN should fail to survive the surviving TRUSTOR'S death by thirty (30) days, then the TRUSTEES shall distribute said property equally to his surviving issue, provided, however, said issue are over the age of 18 years. In the event any of said issue are under the age of 18 years, then the TRUSTEES shall distribute said minor child's share of RALEIGH D. STEDMAN's share in the manner as hereinafter set forth in Section Three, paragraph J.7. In the event no issue survive, then the distributions made herein to RALEIGH D. STEDMAN shall lapse and be distributed as hereinafter set forth in Section Three, paragraph J.7.

5. Provided he survives the surviving TRUSTOR'S death by thirty (30) days, the TRUSTEES shall distribute an undivided one-half interest to my son, BRET C. STEDMAN, in the following described real property:

Parcel 1: "THAIN ROAD PROPERTY"

That portion of Lot 8, Block 45, Lewiston Orchards Tract No. 3, according to the plat thereof, on file in Book 2 of Plats, page 33, in the Office of the Recorder of Nez Perce County, Idaho, more particularly described as follows:

Commencing at the intersection of the centerlines of Cedar Avenue and Thain Road; thence South 44°52'30" East along the centerline of Thain Road a distance of 502.4 feet to the True Point of Beginning; thence North 14°02' East along the East line of the Longeteig property a distance of 369.84 feet to the centerline of Cedar Avenue; thence North 89°40' East along the centerline of Cedar Avenue a distance of 96.75 feet to a point; thence South 14°02' West a distance of 450.41 feet to the centerline of Thain Road; thence North 44°52'30" West along the centerline of Thain Road a distance of 109.30 feet to the True Point of Beginning, measurements being from the centerlines of adjacent streets and alleys.

TOGETHER WITH an undivided one-half interest in the following described property:

Parcel 1: "BETTY'S WORLD OF TRAVEL"

Situate in Nez Perce County, State of Idaho, to-wit:

Lot 12, and the North Half of Lot 13 of Block E in the Le Francois Tract in the City of Lewiston.

In the event BRET C. STEDMAN should fail to survive the surviving TRUSTOR'S death by thirty (30) days, then the TRUSTEES shall distribute said property equally to his surviving issue, provided, however, said issue are over the age of 18 years. In the event any of said issue are under the age of 18 years, then the TRUSTEES shall distributed said minor child's share of BRET C. STEDMAN's share in the manner as hereinafter set forth in Section Three, paragraph J.7. In the event no issue survive, then the distributions made to

BRET C. STEDMAN shall lapse and be distributed as hereinafter set forth in Section Three, paragraph J.7.

6. At the time of the distributions of the real properties set forth above, the TRUSTEES shall cause each of said properties to be appraised by a qualified appraiser generally familiar with real property in the area that the real property is located. While the TRUSTORS have made an effort to have the distributions of the property be as equal as possible, they recognize that with the fluctuations in values caused by market conditions and inflation, that there may well be some difference in value at the time of such distributions. The TRUSTEES are therefore directed to sell both the home that the surviving TRUSTOR is living in at the time of the death and the real property known in our family as the Clearwater Glass properties. The proceeds of such sales shall be used to equalize the distributions of the real property set forth above. For example, in the event that the highest appraised value of any of the property distributed above \$200,000.00, any beneficiary receiving a piece of property valued at less than \$200,000.00 shall receive such amount of the sale proceeds from the TRUSTOR'S residence and the Clearwater Glass property to equal distribution of the highest appraised property. Any balance from such proceeds remaining after the sale of such property shall be distributed as set forth in paragraph 7 immediately below.

7. The TRUSTEES shall distribute all of the rest, residue and remainder of the trust, not otherwise specifically distributed in paragraphs J.1, J.2, J.3, J.4, J.5 and J.6 above, equally, share and share alike, to my children, MARK R. STEDMAN, YOLONDA E. FELLER, KIRK W. STEDMAN, RALEIGH D. STEDMAN, and BRET C. STEDMAN, provided they survive the surviving TRUSTOR'S death by thirty (30) days. In the event any of our children should fail to survive the surviving TRUSTOR'S death by thirty (30) days, then such deceased child's share shall go equally to his or her surviving issue,

provided, however, said issue are over the age of 18 years. In the event said issue are under the age of 18 years, then the TRUSTEES shall continue the trust for the benefit of each beneficiary during their minority, paying to the guardian of said minor the net income from their respective share on a quarterly basis. In the event no issue survive, then such deceased child's share shall be distributed equally among his or her surviving siblings.

SECTION FOUR

Additions to Trust

TRUSTORS, or either of them, shall have the right at any time to add other community and/or separate property acceptable to TRUSTEE to the trust. Such property, when received and accepted by the TRUSTEES, shall become part of the trust estate.

SECTION FIVE

Revocation of Trust

During the joint lifetime of TRUSTORS, the trust may be revoked in whole or in part by an instrument in writing signed by both TRUSTORS and delivered to TRUSTEES. On revocation, TRUSTEES shall deliver to GEORGE H. STEDMAN and PEGGIE JEAN STEDMAN, within ten (10) days all or the designated portion of the trust estate, which shall continue to be the community property of TRUSTORS and which shall be held and administered as community property by GEORGE H. STEDMAN and PEGGIE JEAN STEDMAN. If this agreement is revoked with respect to all or a major portion of the property subject hereto, TRUSTEES shall be entitled to retain sufficient trust property reasonably to secure payment of liabilities lawfully incurred by TRUSTEES in the administration of the trust, including TRUSTEES' fees that have been earned, unless TRUSTORS shall indemnify TRUSTEES against loss or expense. On the death of either TRUSTOR, the terms of this trust agreement shall become irrevocable and may not be revoked, amended, or terminated.

SECTION SIX

Powers of Trustee

In addition to all other powers and discretions granted to or vested in TRUSTEES by law or by this instrument, TRUSTEES shall have the following powers and discretions:

A. To do all such acts, take all such proceedings and exercise all such rights and privileges in the management of the trust estate as if the absolute owner thereof.

B. To hold, manage, operate, control, repair, preserve, improve, partition, divide, subdivide, sell (at public or private sale and for cash or on credit), convey, exchange, convert, grant options on, or otherwise deal with trust property;

C. To lease for terms either within or beyond duration of this trust including oil, gas, and other mineral leases, on such terms as TRUSTEES may deem proper; and to enter into pooling, utilization, repressurization, community and other types of agreements relating to the development, operation, and conservation of mineral properties;

D. To loan, reloan, invest and reinvest the trust estate or any part of it;

E. To vote stock, give proxies, pay calls for assessments, sell or exercise stock subscriptions or conversion rights, participate in foreclosures, reorganizations, consolidations, mergers, liquidations, pooling agreements and voting trusts, assent to corporate sales and other acts and, in connection therewith, to deposit securities with and transfer title to any protective or other committee under such terms as TRUSTEES may deem advisable;

F. To hold securities or other property in TRUSTEES' own names or in the name of their nominee, without disclosing any fiduciary relation;

G. To procure and carry at the expense of the trust estate insurance of any kind and in such form and amount as TRUSTEES deem advisable to protect TRUSTEES and the trust estate against any hazard; and

H. To borrow money for any trust purpose, hypothecate the trust estate or any part of it and replace, renew and extend any encumbrance on it, on such terms, conditions and security as may be determined by TRUSTEES and to pay, loans or other obligations of the trust estate, as TRUSTEES, in their discretion, deem advisable.

I. TRUSTEES, in their discretion, are expressly authorized to hold and retain any securities, properties, or other investments for such length of time as TRUSTEES deem advisable.

J. In investing and reinvesting money and property of this trust and in acquiring, retaining, selling, exchanging and managing investments, TRUSTEES shall exercise care and judgment under the circumstances then prevailing, which persons of ordinary prudence and reasonable discretion exercise in the management of their own affairs, considering the probable income as well as the probable safety of their capital. Within the limitations of the foregoing standard, TRUSTEES are authorized to acquire every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not by way of limitation, participation in any common trust funds administered by TRUSTEES, corporate obligations of every kind and stocks, preferred or common, and interests in investment trusts and mutual funds, which persons of prudence, discretion and intelligence acquire for their own account.

SECTION SEVEN

Compensation of Trustees

For services performed pursuant to this trust, the TRUSTEES, and any successor TRUSTEE(S), shall each be entitled to receive compensation in such amount as is customarily and usually paid to TRUSTEES in the State of Idaho.

SECTION EIGHT

Successor Trustees

On the death, resignation, or inability of either TRUSTEE to act as TRUSTEE, BRET C. STREDMAN shall become Successor Trustee to

the deceased Trustee, to act with the same duties and powers as are imposed and conferred by this agreement on TRUSTEES. Upon the death, resignation, or inability of the remaining original TRUSTEE, then MARK R. STEDMAN shall join BRET C. STEDMAN as the Successor Co-Trustee with all of the powers herein set forth. In the event BRET C. STEDMAN or MARK R. STEDMAN is unable to continue to act as trustee, then RALEIGH D. STEDMAN shall become the Successor Trustee.

SECTION NINE

Bond and Liability of Trustees

No bond shall be required of any person named in this instrument as TRUSTEE, for the faithful performance of her duties as TRUSTEE. Furthermore, any TRUSTEE named or appointed hereunder shall be liable only for her willful breach of the terms of this trust and not for any decisions made in good faith. A corporate TRUSTEE acting hereunder shall be liable or responsible only to the degree required by the laws of the state wherein it is authorized to act as TRUSTEE. In any contract or agreement made by TRUSTEES on behalf of the trust estate, such TRUSTEES may, and are authorized to, stipulate and provide against personal liability on such contracts. The rights created under such contract or contracts shall belong to the trust estate and the obligations under and by virtue of such contract or contracts shall be obligations of the trust estate.

SECTION TEN

No-Contest Clause

TRUSTEES are authorized to defend, at the expense of the trust estate, any contest or other attack on this trust or any of its provisions. In the event that any beneficiary under this trust shall, singly or in conjunction with any other person or persons, contest in any court the validity of this trust or of a deceased TRUSTOR'S last will or seeks otherwise to void, nullify, or set aside this trust or any of its provisions or such will or any of

its provisions, the right of that person to take any interest given to him or her by this trust shall be determined as it would have been determined had the person predeceased the execution of this agreement without surviving issue.

SECTION ELEVEN

Spendthrift Provision

No title or interest in the money or other property constituting the principal of the trust estate, or in any income accruing therefrom or thereon, shall vest in any beneficiary during the continuance of the trust created hereby. No beneficiary shall have the power or authority to anticipate in any way any of the rents, issues, profits, income, monies or payments hereby provided or authorized to be paid to such beneficiary, or any part thereof, nor to alienate, convey, transfer or dispose of the same or any interest therein or any part thereof in advance of payment. None of the same shall be involuntarily alienated by any beneficiary or be subject to attachment, execution, or be levied upon or taken upon any process for any debts that any beneficiary of the trust shall have contracted or shall contract, or in satisfaction of any demands or obligations that any beneficiary shall incur.

All payments authorized and provided to be made by TRUSTEES shall be made and shall be valid and effectual only when paid to the beneficiary to whom the same shall belong, or otherwise, as herein provided.

SECTION TWELVE

Governing Law

The validity of this trust and the construction of its provisions shall be governed by the laws of the State of Idaho, as amended from time to time. This section shall apply regardless of any change of residence of TRUSTEES or any beneficiary, or the appointment of substitution of a TRUSTEE residing or doing business in another state.

IN WITNESS WHEREOF, TRUSTORS and TRUSTEES have executed this agreement at Lewiston, Idaho the day and year first above written.

TRUSTORS:

George H. Stedman
GEORGE H. STEDMAN

Peggie Jean Stedman
PEGGIE JEAN STEDMAN

TRUSTEES:

George H. Stedman
GEORGE H. STEDMAN

Peggie Jean Stedman
PEGGIE JEAN STEDMAN

STATE OF IDAHO)
 : ss
County of Nez Perce)

On this 27th day of September, 1996, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared GEORGE H. STEDMAN and PEGGIE JEAN STEDMAN, known or identified to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

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

Carly H. Smith
Notary Public in and for the State
of Idaho, residing at LEWISTON.
My commission expires 5-22-98.

STATE OF IDAHO)
 : ss
County of Nez Perce)

On this 27th day of September, 1996, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared GEORGE H. STEDMAN and PEGGIE JEAN STEDMAN, known or identified to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

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

Carly H. Smith
Notary Public in and for the State
of Idaho, residing at LEWISTON.
My commission expires 5-22-98.

EXHIBIT A

to

STEDMAN FAMILY TRUST AGREEMENTREAL PROPERTY:Parcel 1:

Situate in Nez Perce County, State of Idaho, to-wit:

The E $\frac{1}{2}$ of Lot 7, the W $\frac{1}{2}$ of Lot 6, and W $\frac{1}{2}$ W $\frac{1}{2}$ E $\frac{1}{2}$ of Lot 6, of Section 27, Township 36 North, Range 4 West of the Boise Meridian, and a tract of land described as follows:

Beginning at a point 15 chains East of the Southwest Quarter corner of Section 22 in said Township and Range; thence East 11.25 chains; thence North to the left bank of the Clearwater River; thence Southwesterly along the meanders of said River to a point North of the Point of Beginning; thence South to the place of Beginning, EXCEPT the Railroad right-of-way and County Road;

EXCEPTING that part of the real property above described lying Northerly from the existing fence along the South line of the present road extending across said premises near the North boundary thereof, it being understood and agreed that either party hereto may mark the boundary of said fence with permanent markers at any time in the future and each party hereto agrees that he will not remove said fence without notifying the other party hereto and without marking the present position of said fence with permanent markers.

TOGETHER WITH the right of ingress and egress over and across the West forty feet (W40') of the property hereby excepted for the purpose of installing and maintaining suitable pumps and pipe lines for irrigation of the property hereinabove described.

Parcel 2:

Situate in Nez Perce County, State of Idaho, to-wit:

Lots Eight (8), Nine (9), and Ten (10), in Block E of LeFrancois Tract, in the City of Lewiston, Nez Perce County, Idaho, according to the recorded plat thereof.

Parcel 3:

Situate in Nez Perce County, State of Idaho, to-wit:

Lot 12, and the North Half of Lot 13 of Block E in the LeFrancois Tract in the City of Lewiston.

Parcel 4:

Situate in Nez Perce County, State of Idaho, to-wit:

That portion of Lot 8, Block 45, Lewiston Orchards Tract No. 3, according to the plat thereof, on file in Book 2 of Plats, page 33, in the Office of the Recorder of Nez Perce County, Idaho, more particularly described as follows:

Commencing at the intersection of the centerlines of Cedar Avenue and Thain Road; thence South 44°52'30" East along the centerline of Thain Road a distance of 502.4 feet to the True Point of Beginning; thence North 14°02' East along the East line of the Longeteig property a distance of 369.84 feet to the centerline of Cedar Avenue; thence North 89°40' East along the centerline of Cedar Avenue a distance of 96.75 feet to a point; thence South 14°02' West a distance of 450.41 feet to the centerline of Thain Road; thence North 44°52'30" West along the centerline of Thain Road a distance of 109.30 feet to the True Point of Beginning, measurements being from the centerlines of adjacent streets and alleys.

Parcel 5:

Situate in Nez Perce County, State of Idaho, to-wit:

The East Half of the Southwest Quarter and the West Half of the Southeast Quarter of Section 16, Township 36 North, Range 1, West of the Boise Meridian in Nez Perce County, Idaho;

AND The West Half of the Northeast Quarter and the East Half of the Northwest Quarter in Section 16, Township 36 North, Range 1, West of the Boise Meridian;

AND The West Half of the Southwest Quarter in Section 16, and the East Half of the Southeast Quarter in Section 17, Township 36 North, Range 1, West of the Boise Meridian,

EXCEPTING, beginning at the Southwest corner of the said East Half of the Southeast Quarter; thence East 1050 feet to a point on the South line of said East Half of the Southeast Quarter; thence in a Northwesterly direction to the Northwest corner of said East Half of the Southeast Quarter; thence South along the West line of said East Half of the Southeast Quarter to the Southwest corner of said East Half of the Southeast Quarter to the Place of Beginning.

Parcel 6:

Situate in Clearwater County, State of Idaho, to-wit:

Lot One (1), Block Two (2), Cardiff's Addition to Orofino, Idaho, according to the recorded plat thereof.

PERSONAL PROPERTY:

All household goods, furniture and fixtures, vehicles, boats, trailers, personal effects, and any other personal property not specifically listed herein of GEORGE H. STEDMAN and PEGGIE JEAN STEDMAN, together with the bonds, checkings accounts, savings accounts, and certificates of deposit held with the following financial institutions:

First Security Bank;
First Security Investor Services;
First Federal Savings Bank;
Seafirst Investment Services, Inc.;
Mutual of New York;
The Dreyfus Family of Funds; and
Lincoln Benefit Life Co.