

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUN 15 2017

Notice of Change in Water Right Ownership

IDWR/NORTHERN

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
95-0 8892	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: PATRICIA DUTOIT

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): PATRICIA DUTOIT Revocable Will

New owner(s) as listed on the conveyance document

Name connector

☐ and☐ or☐ and/or5803 W PRESLEY RD

Mailing address

CDA

City

ID

State

83814

ZIP

208 262 9117

Telephone

Trishdu63@gmail.com

Email

4. If the water rights and/or adjudication claims were split, how did the division occur?

☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.

☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: Jan. 14 1997

6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:

- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
- If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
- New lessor(s) of record will receive payment after the following rental season.

7. This form must be signed and submitted with the following **REQUIRED** items:

- A copy of the **conveyance document** – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- Filing fee (see instructions for further explanation):
 - \$25 per *undivided* water right.
 - \$100 per *split* water right.
 - No fee is required for pending adjudication claims.

8. Signature: Patricia Dutoit

Signature of new owner/claimant

Title, if applicable

Date

Signature: _____

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by LWDate 6-15-17

Receipt No. _____

Receipt Amt. _____

Approved by LWProcessed by cmDate 6-15-17

THE PATRICIA A. DUTOIT REVOCABLE LIVING TRUST

This Trust Agreement, made and executed this 13 day of Feb, 1995, by and between PATRICIA A. DUTOIT, a single person, of Kootenai County, Idaho, hereinafter referred to as "Grantor", and PATRICIA A. DUTOIT, hereinafter referred to as the "Trustee".

WITNESSETH:

WHEREAS, the Grantor desires to create a trust effective this date and the Trustee agrees to act as Trustee thereof;

NOW, THEREFORE, the Grantor and Trustee agree as follows:

ARTICLE I

1. TRUST NAME: This trust shall be known as THE PATRICIA A. DUTOIT REVOCABLE LIVING TRUST AGREEMENT.

2. TRUST PROPERTY: The Grantor hereby transfers, conveys and delivers to the trust the property set forth on Schedule "A" which is attached hereto and by reference made part hereof. All the property transferred and delivered to the trust shall, upon written acceptance thereof by the trust, constitute the trust estate and shall be held, managed and distributed as hereinafter provided.

3. ADDITIONAL PROPERTY: The Grantor, or any other person, with the consent of the Trustee, may name the trust as beneficiary of life insurance policies, or deposit property with the trust, or devise property to the trust.

ARTICLE II

1. WITHDRAWALS BY GRANTOR: While Grantor is living, the Trustee shall distribute to or for the benefit of the Grantor such sums from income and principal as the Grantor may at any time request.

1.

DUTOIT.SGT\W\

COPY

2. **CHARACTER OF PROPERTY:** The separate property transferred to this trust by the Grantor shall retain its character as separate property during the lifetime of the Grantor and any withdrawal from the trust by the Grantor of such property shall be deemed to be her separate property.

3. **DISABILITY OF GRANTOR:** If at any time or times the Grantor is unable to manage her affairs, the Trustee or successor Trustee may use such sums from the income and principal of the trust estate as the Trustee deems necessary or advisable for the care, support, and comfort of the Grantor, or for any other purpose the Trustee considers to be for the Grantor's best interests, adding to principal any income not so used. In making any payments of principal to or for the benefit of the Grantor under this paragraph, the Trustee shall be generous to the Grantor and take into consideration her style of living, to the extent the Trustee deems advisable, and any other resources of the Grantor outside this trust, known to the Trustee.

4. **DETERMINATION OF INABILITY TO MANAGE AFFAIRS:** The Grantor shall be considered to be unable to manage her affairs if she is under a legal disability or by reason of illness or mental or physical disability she is unable to give prompt and intelligent consideration to financial matters, and the determination as to the Grantor's ability at any time, shall be made by two (2) licensed physicians, and the Trustee may rely upon written notice of that determination.

5. **LIFE INSURANCE:** The following rights and obligations apply to any life insurance policies which designate the trust as beneficiary.

a. Premium Payment: The owner or owners of any life insurance policies shall pay all premiums and other charges to keep in force life insurance policies which such owner or owners desire to maintain on the life of the Grantor. The trust shall be under no obligation to pay premiums or other charges but may make such payments if sufficient cash is available to the trust.

b. Collection of Benefits: Upon the death of the insured, the trust shall collect any benefits. The trust is authorized to take any action to collect the benefits which it deems reasonable and proper. The trust may compromise or settle any claim and may execute any property release or acquittance.

c. Policy Rights: The owner of each policy shall retain and have the right to change the beneficiary and to exercise any option, right or privilege relating to each policy, including the right to borrow in accordance with the provisions of the policy and to pledge the policy as collateral. Nothing herein shall bestow upon the Grantor, who does not own any policy, any right, privilege or incident of ownership.

ARTICLE III

1. **ADMINISTRATION FOR BENEFICIARIES:** After the death of the Grantor, the Trustee shall hold, manage and control the property comprising the trust estate for the benefit of the Grantor's children, namely: JOHN C. SAFFEELS and RICHARD J. SAFFEELS sometimes hereinafter collectively referred to as "beneficiaries" and each singly as a "beneficiary".

2. **PAYMENT OF EXPENSES AND TAXES:** Upon the Grantor's death, the Trustee may pay (a) the expenses of the Grantor's last illness, funeral and cremation, (b) all inheritance, estate and other death taxes that become payable by reason of the Grantor's death, including interest and penalties on all such taxes, and (c) the expenses of administering the Grantor's estate. The Trustee shall first apply to the payment of federal estate taxes any United States Treasury bonds held in the trust estate of the kind commonly referred to as discount bonds, redeemable at par in payment of such taxes.

3. **SPECIFIC DISTRIBUTIONS TO BENEFICIARIES:** As soon as practicable after the death of the Grantor, the Trustee shall distribute seventy-five percent (75%) of the Grantor's interest in HIGH TECH HEATING & COOLING, INC., to JOHN C. SAFFEELS, if living, and if not living, said seventy-five percent (75%) interest shall

be distributed to JOHN C. SAFFEELS' issue by right of representation. The remaining twenty-five percent (25%) of the Grantor's interest in HIGH TECH HEATING & COOLING, INC., shall be distributed to RICHARD J. SAFFEELS, if living, and if not living, said twenty-five percent (25%) interest shall be distributed to RICHARD J. SAFFEELS' issue by right of representation.

As soon as practicable after the death of the Grantor, the Trustee shall distribute to JOHN C. SAFFEELS, if living, and if he shall predecease the Grantor, then to JOHN C. SAFFEELS' wife, SHERRY SAFFEELS, all of the Grantor's interest in the following described real property:

Sunnyview Short Plat IV, Lot 3, Clallam County, Washington.

If both JOHN C. SAFFEELS and SHERRY SAFFEELS predecease the Grantor, then all the Grantor's interest in aforementioned real property shall be distributed to JOHN C. SAFFEELS' issue by right of representation.

Except as expressly provided to the contrary, the gift of any item of trust property under this paragraph 3 of Article III shall fail to the extent that the Grantor does not own such property at the time of her death.

Except as expressly provided to the contrary, if the gift of any item of trust property under this paragraph 3 of Article III fails or lapses, such property shall become a part of the remainder of the trust estate and shall be distributed as provided in the following paragraph 4.

4. As soon as practicable after the death of the Grantor, the Trustee shall distribute the remainder of the trust estate equally between JOHN C. SAFFEELS and RICHARD J. SAFFEELS.

5. DEATH OF BENEFICIARY WITHOUT ISSUE: If any beneficiary should die before becoming entitled to receive distribution of such beneficiary's entire trust or share of any trust without leaving issue surviving said deceased beneficiary, then said deceased beneficiary's share of or interest in any trust

shall be divided equally among and allocated to the then living beneficiaries and groups composed of the living issue of any deceased beneficiaries, by right of representation. Any such share allocated to a then-living beneficiary shall be distributed or held in trust for such then-living beneficiary upon the same terms and conditions herein set forth for said then-living beneficiary's share of the trust estate. Any such share allocated to the living issue of any deceased beneficiary shall be held and distributed as hereinafter provided in the paragraph entitled "Trust continuation."

6. **DEATH OF BENEFICIARY WITH ISSUE:** If any beneficiary should die before being entitled to receive distribution of such beneficiary's entire trust or share of any trust leaving issue surviving said deceased beneficiary, then the trust shall be held and distributed to the issue of said deceased beneficiary, by right of representation, subject to the provisions of the paragraph entitled "Trust Continuation." Provided, however, should the issue of a deceased beneficiary receive any interest in a subchapter "S" corporation, such as HIGH TECH HEATING & COOLING, INC., the Trustee shall distribute as soon as practicable such stock to said issue outright free of trust.

7. **TRUST CONTINUATION:** If any trust property is distributable to or continued in trust for the benefit of the issue of a deceased beneficiary, hereinafter referred to individually as "issue", who has not attained twenty-one (21) years of age the Trustee may, in its discretion:

a. Defer, in whole or in part, payment or distribution of any or all property to which such descendant may be entitled, holding the whole or the undistributed portion thereof as a separate share for such issue.

b. Pay, distribute or apply the whole or any part of any net income or principal at any time held for any such issue to or for the support, maintenance, health and education of such issue by making payment or distribution thereof to the guardian, conservator, custodian, or other legal representative, wherever

constitutes principal and income shall, unless otherwise provided herein, be conclusive and binding on all persons in any manner interested in trusts created by this trust agreement.

2. **TRUSTEE POWERS:** To carry out the purposes of the trust or trusts created under this trust agreement, and subject to any limitations stated elsewhere herein, the Trustee shall have all of the power and authority which are set forth in the Uniform Trustee's Power Act, being Chapter 1 of Title 68, Idaho Code, as now in effect and as it may hereafter be amended.

In addition to the powers conferred by the Uniform Trustee's Powers Act, the Trustee shall have the power to effect distribution of property and money in divided or undivided interests and to adjust resulting differences in valuation. A distribution in kind may be made prorata or non-prorata among beneficiaries or other distributees.

With respect to securities deposited in trust, to exercise all rights, powers and privileges of ownership, including the power to give proxies, pay assessments, and other sums deemed necessary by the Trustee for the protection of the trust estate; to have the right to vote corporate stock held in the trust in person or by special, limited or general proxy, with or without power of submission, or to refrain from voting provided, however, that if the Trustee is a Bank any stock of the Bank Trustee held in trust shall be voted as the Grantor or beneficiary, in writing, directs, and if not so directed, as the Trustee may determine; to participate in voting trust or trusts, reorganization, consolidation, merger, or liquidation and in connection therewith to deposit securities with and transfer title to any protective committee under such terms as the Trustee may deem advisable, and to exercise or sell stock subscriptions or conversion rights for any of such securities. The Trustee may hold securities or other trust property in its name as Trustee hereunder, in its own name, or in the name of its nominee, or Trustee may hold such securities

unregistered in such condition that ownership will pass by delivery.

3. **COMPENSATION OF TRUSTEE:** The Trustee shall be entitled to receive compensation for trustee services herein in accordance with the Trustee's schedule of compensation established from time to time by Trustee's trust department for the administration of trusts of a character similar to this trust, or if the Trustee is an individual or an organization that does not have a trust department, the Trustee shall be entitled to receive reasonable compensation for Trustee's services. Such compensation may be collected annually by the Trustee out of income or principal or both, and shall be shown on its annual accounting.

4. **ACCOUNTING BY TRUSTEE:** The Trustee shall render at least quarterly to the beneficiaries who are receiving payment from Trustee, whether of income or principal or both, a statement of account showing receipts, disbursements and distribution of both principal and income during the period of accounting, and further showing the invested and uninvested principal and the undistributed income in the account at the time of such statement. The beneficiaries shall have the right upon written notification to Trustee to waive this accounting requirement.

5. **SUCCESSOR TRUSTEE:** Upon the death, resignation or incapacity of the Grantor, JOHN C. SAFFEELS and RICHARD J. SAFFEELS are hereby appointed to be successor Co-Trustees. In the event JOHN C. SAFFEELS or RICHARD J. SAFFEELS fails to qualify or ceases to act as a successor Co-Trustee, then the other is appointed to be the sole successor Trustee. In the event both JOHN C. SAFFEELS and RICHARD J. SAFFEELS fails to qualify or ceases to act as a successor Trustee or successor Co-Trustee, the Grantor's brother, WILLIAM A. GARDNER, of Yountville, California is appointed to become the successor Trustee. In the event of any vacancy as to the Trustee which is not filled by the foregoing appointments, a successor Trustee may be appointed by a Court of competent jurisdiction upon the petition of the resigning Trustee or any

person having an interest in the Trust. A successor Trustee shall become Trustee upon written acceptance of any proper appointment.

6. **EDUCATION DEFINED:** Whenever provisions are made in this Trust Agreement for payment for the "education" of a beneficiary, the term "education" shall be construed to include college and post-graduate study and study in any accredited vocational or trade school, so long as pursued to advantage by the beneficiary, at any institution of the beneficiary's choice; and in determining payments to be made for such college or post-graduate education or study at an accredited vocational or trade school, the Trustee shall take into consideration the beneficiary's related living expenses to the extent that they are reasonable. All decisions as to whether studies are being pursuant to advantage shall be determined by the Trustee.

7. **TANGIBLE PERSONALTY:** If the Trustee receives any items of tangible personal property other than cash or property used or held in any trade, profession or business or for investment, or for the production of income, the Trustee may do any one or more of the following, without regard to strict equality among the beneficiaries: (a) distribute any such property among any beneficiaries of this trust, (b) hold it for the later use of any beneficiary, (c) use it in maintaining a home for any beneficiary, or (d) convert it into cash and add it to the principal of the trust estate.

8. **CHARACTER OF DISTRIBUTIONS:** Unless otherwise specifically stated, all distributions, whether of trust income or principal, shall be the separate property of each individual distributee. All income, rents, issues, profits, gains and appreciation of property distributed to each individual distributee as separate property, shall also be the separate property of each such distributee.

9. **SPENDTHRIFT PROTECTION:** Neither the principal nor the income of any trust herein created shall be liable for the debts of any beneficiary or issue of a beneficiary, nor shall the same be subject to seizure by any creditor under the writ of

proceedings at law or in equity, nor bankruptcy proceedings, nor other legal process. No beneficiary or issue of a beneficiary, shall have the power to sell, assign, transfer, encumber or in any other manner to anticipate disposition of his or her interest in the trust estate or the income produced thereby. As used in this paragraph, the word beneficiary shall refer to any individual having a beneficial interest in the trust and not merely to an individual that the trust may specifically identify as a "beneficiary."

10. **TRANSACTIONS WITH GRANTOR'S ESTATE:** Upon the death of the Grantor or any beneficiary the Trustee may, if it deems such action necessary or advisable for the protection of the estate of the Grantor or beneficiary, or in the best interests of any such estate or this trust and its beneficiaries: (a) purchase securities and other property from the legal representative of such estate and retain such property as part of the trust estate, or (b) make secured or unsecured loans to the legal representative of any such estate. The Trustee shall bear no liability for any loss resulting to the trust estate by reason of any such purchase or loan.

ARTICLE V

1. **AMENDMENT AND REVOCATION:** The Grantor may at any time during her lifetime amend any of the provisions of this trust agreement by an instrument signed by the Grantor and delivered to the Trustee.

During the lifetime of the Grantor, the trust created by this agreement may be revoked in whole or in part by an instrument signed by the Grantor and delivered to the Trustee. Upon revocation, the Trustee shall distribute all or the designated portion of the Grantor's property to the Grantor.

Upon the death of the Grantor, the Trust shall become irrevocable.

NOT AT ALL SUFFICIENT HIGH TECH RIG 8841632 P.11

The duties, responsibilities and rate of compensation of the Trustee shall not be altered or modified without its written consent.

2. **SITUS:** This trust is established and accepted by the Trustee under the laws of the State of Idaho, and all questions concerning its validity, construction and administration shall be determined under such laws.

3. **HEADINGS:** The bolded paragraph headings are for convenience only and are not a part of this trust agreement and shall not be used in interpreting or construing this trust agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.


PATRICIA A. DUTOIT

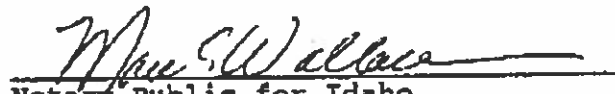
"Grantor & Trustee"

STATE OF IDAHO)

County of)

On this 13 day of February, 1995,
before me, the undersigned, a Notary Public in and for said State, personally appeared PATRICIA A. DUTOIT known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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


Notary Public for Idaho
Residing at Coeur d'Alene
My Commission Expires: 8/18/99

SCHEDULE A

This is the Schedule A referred to in and made a part of that certain PATRICIA A. DUTOIT REVOCABLE LIVING TRUST AGREEMENT dated 13th day of February, 1995 between PATRICIA A. DUTOIT, as Grantor and PATRICIA A. DUTOIT, as Trustee.

1. Sunnyview Short Plat IV, Volume 19, page 76, Lot 3, 2.5 Acres, Parcel # 043027449020
2. North Olympic Vista Phase II, Lot 9, Parcel # 033018630090
3. North Olympic Vista Phase II, Lot 11, Parcel # 033018630110
4. Paul Gordon Boucher and Laurie P. Boucher promissory note
5. Roger E. Parmenter and Lina P. Parmenter promissory note
6. A parcel of land in the North half of Section 32, Township 50 North, Range 4 West, Boise Meridian, more particularly described as follows:

BEGINNING at the North quarter corner of said Section 32: thence

South 09 Degrees 18' 35" East, 2096.25 feet to the TRUE POINT OF BEGINNING; thence

South 02 Degrees 41' 32" East, 522.03 feet; thence

North 89 Degrees 17' 08" West, 947.27 feet along the right of way of County Road; thence

North 21 Degrees 56' 02" East, 570.49 feet along the right of way of Highway 95; thence

South 88 Degrees 25' 18" East, 709.85 feet to the TRUE POINT OF BEGINNING.

LESS AND EXCEPT that portion conveyed to the State of Idaho, by Deed recorded December 7, 1982 in Book 320, Deeds, page 961.

EXCEPT:

A portion of the South half of the North half of Section 32, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, being a portion of that tract described in Quit Claim Deed, Book 346 at page 465, as

Instrument number 1059530, records of Kootenai County;
more particularly described as follows:

COMMENCING at the North Quarter corner of said Section
32;

thence South $0^{\circ}13'44''$ West, 1317.72 feet along the West
line of the Northeast quarter of Section 32;

thence North $89^{\circ}49'31''$ West, 95.15 feet to the easterly
right-of-way line of State Highway 95;

thence South $8^{\circ}40'21''$ West, 250.14 feet along said right-
of-way line to the North line of said tract described in
Instrument Number 1059530, the POINT OF BEGINNING;

thence South $89^{\circ}16'55''$ East, 866.21 feet along said North
line and along the South line of that tract described in
GIFT DEED as Instrument Number 1210221, records of
Kootenai County, to the Southeast corner thereof;

thence leaving said line South $0^{\circ}42'45''$ West, 246.54
feet;

thence North $89^{\circ}16'55''$ West, 900.88 feet, parallel with
the North line of the herein described tract to the
easterly right-of-way line of State Highway 95;

thence North $8^{\circ}59'52''$ East, 33.71 feet along said right-
of-way;

thence continuing along said right-of-way North $8^{\circ}40'21''$
East, 215.25 feet to the POINT OF BEGINNING, containing
5.000 acres.

WILL

OF

PATRICIA A. DUTOIT

I, PATRICIA A. DUTOIT, a resident of Kootenai County, Idaho, declare this to be my Will.

ARTICLE I

I revoke all wills and codicils previously made by me.

ARTICLE II

I am a single woman.

I have two (2) children by a previous marriage, now living, whose names and dates of birth are:

<u>NAME</u>	<u>DATE OF BIRTH</u>
JOHN C. SAFFEELS	August 1, 1959
RICHARD J. SAFFEELS	October 5, 1960

The terms "my child" and "my children" as used in this Will refers to my aforementioned children and any other children hereafter born to or adopted by me. The term "descendants" refers to all naturally born or legally adopted descendants of all degrees of the person indicated.

Except as provided below, I make no provision in this Will for any of my children who survive me, whether named herein or not, nor for the descendants of any child who do not survive me.

ARTICLE III

SPECIFIC GIFTS

I give all my jewelry, clothing, household furniture and furnishings, personal automobiles and other tangible articles of a personal nature, or my interest in any such property, not otherwise specifically disposed of by this Will or in any other manner, together with any insurance on the property, to my children who survive me in equal shares as they shall agree, or as my Personal

PL

Personal Representative believes to be in the best interest of my estate. I relieve my Personal Representative of any duty to make any adjustments to the shares or interest of any person who may be adversely affected by all such elections.

ARTICLE VII

If the disposition of Article IV of this Will is not operative or is invalid for any reason, or if the trust referred to in Article IV of this Will fails or has been revoked, then I hereby incorporate by reference the terms of that trust as THE PATRICIA A. DUTOIT REVOCABLE LIVING TRUST dated Feb. 13, 1995, and I give, devise, and bequeath the residue of my estate to the Trustee named in that trust, to be held, administered, and distributed as provided in that instrument.

ARTICLE VIII

DEFINITIONS

Unless other meaning is apparent from the context, the plural shall include the singular and vice versa; and masculine, feminine and neuter words shall be used interchangeably.

IN WITNESS WHEREOF, I, PATRICIA A. DUTOIT, sign this Last Will and Testament this 13 day of Feb, 1995.

Patricia A. Dutoit
PATRICIA A. DUTOIT,
Testatrix

This Will was, at the date thereof, by said PATRICIA A. DUTOIT, Testatrix, the maker thereof, signed and sealed in our presence, at her request, in her presence, and in the presence of each other, we have subscribed our name as witnesses thereto.

Gail A. Wallace
Witness: GAIL A. WALLACE
Address: POST FALLS, IDAHO

Vanita F. Hardy
Witness: VANITA F. HARDY
Address: HAYDEN LAKE, IDAHO

PS