

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

AUG 28 2017

IDWR / NORTH

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?
95-4669	Yes ☐		Yes ☐		Yes ☐
95-8181	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Ralph Lanny Livingston
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Ralph Lanny Livingston Trust
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

3169 S Alexanna Lane Post Falls ID 83854
Mailing address City State ZIP
208-773-1915 scott@heppnermolds.com
Telephone 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: 12/28/2011

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: [Signature] Trustee 8/25/17
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 N/A Date — Receipt No. N/A Receipt Amt. —
Approved by LW Processed by LW Date 12-15-2017

TABLE OF CONTENTS

ARTICLE 1. FACTS AND DECLARATIONS

Trustor
Trustee
Date of Trust Agreement
Situs of Trust
Name of Trust

ARTICLE 2. FORMATION OF TRUST

Transfer and Delivery
Additional Property
Character of Property

ARTICLE 3. MANAGEMENT OF THE TRUST

Income and Principal
Rights Reserved by Trustor and Conferred on Others
Revocation and Amendment

ARTICLE 4. DIVISION AND DISTRIBUTION FOLLOWING TRUSTOR'S DEATH

Payment of Trustor's Funeral Expense
Distribution After Death of Trustor
Remainder Provisions

ARTICLE 5. POWERS OF TRUSTEE

ARTICLE 6. GENERAL PROVISIONS

ARTICLE 7. RESIGNATION, REMOVAL AND SUCCESSION PROVISIONS

REVOCABLE TRUST AGREEMENT

ARTICLE 1.

FACTS AND DECLARATIONS

This Trust Agreement is made between TRUSTOR and TRUSTEE on the date and at the situs stated below in this ARTICLE 1.

All the property subject to this Trust shall be held, managed and distributed as hereafter provided.

1.1 TRUSTOR: RALPH LANNY LIVINGSTON

1.2 INITIAL TRUSTEE: RALPH LANNY LIVINGSTON

1.2.1 The Initial Trustee shall have full authority to act on behalf of the trust, independent of the other.

1.2.2 In the event of the resignation, inability to act or death of the Initial Trustee, LANETTE GAY LIVINGSTON-CLARK and LANNY SCOTT LIVINGSTON are appointed as the Co-Successor Trustees.

1.3 DATE OF TRUST AGREEMENT: February 24, 2011

1.4 SITUS OF TRUST AGREEMENT: County of Kootenai, State of Idaho.

1.5 NAME OF TRUST: RALPH LANNY LIVINGSTON TRUST

1.6 GENDER AND NUMBER: As provided in paragraph 6.14, all references herein to the singular number and neuter gender shall be deemed to include the plural number and masculine or feminine gender and vice versa when the context so requires.

(End of Article 1)

ARTICLE 2.

FORMATION OF TRUST

2.1 TRANSFER AND DELIVERY

The Trustor has transferred and delivered to Trustee the property described in Schedule A, pages 1 and 2, receipt of which is hereby acknowledged.

2.2 ADDITIONAL PROPERTY

Additional property may be added to this Trust with the consent of the Trustee at any time by Trustor or by any person by inter vivos or testamentary transfer or by insurance contract or trust designation. All property now received or hereafter added to this Trust shall constitute the Trust Estate and shall be held, managed and distributed as hereinafter provided.

2.3 CHARACTER OF PROPERTY

All property transferred to this Trust shall become trust property until sold.

(End of Article 2)

ARTICLE 3

MANAGEMENT OF THE TRUST

During the lifetime of the Trustee, Trustee shall hold, manage, invest and reinvest the Trust Estate and shall collect the income thereof and dispose of the net income and principal as follows:

3.1 INCOME AND PRINCIPAL

The Trustee shall pay from income and principal to or for the benefit of RALPH LANNY LIVINGSTON, at such times, and for such periods as Trustee may decide in his sole discretion.

3.2 RIGHTS RESERVED BY TRUSTOR AND CONFERRED ON OTHERS

In addition to those set forth above, the following rights are reserved by the Trustor or conferred on others:

3.2.1 The Trustee, may from time to time, gift, retain, sell, exchange or lease any property of the trust estate, to invest trust funds, or purchase for the trust any property which is acceptable to the Trustee. The Trustee is not required to sell, lease or exchange trust property, review or make recommendations regarding trust investments, or invest trust funds.

3.2.2 Trustee shall incur no liability to any beneficiary of this trust for giving advice or recommendations or in following any direction of any person entitled to exercise such rights or for failure to act in the absence of direction.

3.3 REVOCATION AND AMENDMENT

3.3.1 This Trust may be revoked by the Trustor at any time prior to his death. After the Trustor's death, this trust becomes irrevocable.

(End of Article 3)

ARTICLE 4.

DIVISION AND DISTRIBUTION FOLLOWING TRUSTEE'S DEATH

4.1 PAYMENT OF TRUST CHARGES

Upon the death of the Trustee, the co-Successor Trustees may pay out of the income or principal of the trust estate, debts of the Trust, and other costs incurred in administering the Trust.

4.2 DISTRIBUTION AFTER DEATH OF TRUSTEE

The co-Successor Trustees shall, after paying or reserving for all amounts payable as provided hereinabove, make distributions from the Trust in conformity with the following provisions:

4.2.1 The Trust real and personal property assets are to be sold and/or liquidated after costs of sale the sale proceeds shall be divided among my children as follows.

A. SANDRA RANAE VINCENT	16.66%
B. LANETTE GAY LIVINGSTON-CLARK	16.66%
C. LANNY SCOTT LIVINGSTON	16.66%
D. BRIAN KENT LIVINGSTON	16.66%
E. MICHAEL JOE LIVINGSTON	16.66%
F. MARY ANN LIVINGSTON	16.66%

4.2.2 In the event that one or more of my above referenced children pre-decease me or die while this trust is being administered, his or her share shall go to his or her children equally by right of representation. The Co-Successor Trustees are specifically empowered but are not required to establish trusts for any deceased child's children who are under twenty five (25) years of age at the time distributions are made under this paragraph.

4.2.3 Notwithstanding the foregoing paragraphs sufficient cash and investments assets shall be maintained by the co-Trustees for the proper maintenance and control and expenses of managing the estate and the real property that is or will become a part of the trust estate. The decision as to the amount of cash and investment assets are to be maintained for this purpose is in their sole discretion and can be made without recourse.

(End of Article 4)

ARTICLE 5.

TRUSTEE POWERS

A Trustee shall have the following powers in the administration of the Trust:

5.1 INVESTMENT

To invest and reinvest all or any part of the Trust Estate in such common or preferred stocks, shares of investment trusts, and investment companies, bonds, debentures, mortgages, deeds of trust, notes, real estate, or other property as the Trustee in the Trustee's absolute discretion may select, including purchase of interest in any common trust fund or funds now or hereafter established and administered by Trustee. Trustee may continue to hold in the form in which received (or the form to which changed by reorganization, split-up, stock dividend, or other like occurrence) any securities or other property the Trustee may at any time acquire under this Trust, it being expressly intended that Trustee shall have full power to invest and reinvest the Trust funds without being restricted to forms of investment that the Trustee may otherwise be permitted by law to make, and the investments need not be diversified.

5.2 PROPERTY RETENTION AND SALE

The real estate assets of the trust may be sold by the trustee at any time.

The Trustee also may continue to hold any property received in Trust and to operate at the risk of the Trust Estate and not at the risk of the Trustee, any property or business received in Trust, as long as the Trustee may deem advisable, the profits and losses therefrom to inure to or be chargeable to the Trust Estate as a whole and not to the Trustee. The Trustee need not sell any of

such assets merely for the sake of diversification or for the sake of obtaining cash funds to invest in other assets which might produce more income. It is Trustor's specific intent that the Trustee shall have the absolute discretion to hold and manage the Trust assets following an investment program similar to that which Trustor followed during his lifetime. The Trustee is specifically relieved of any liability or responsibility to any beneficiary for continuing to hold any property received in Trust.

5.3 OWNER'S RIGHTS

To have all rights, powers, and privileges of an owner with respect to the securities held in the Trust, including but not limited to the powers to vote, give proxies, and pay assessments; to participate in voting trusts, pooling arrangements, foreclosures, reorganizations, consolidations, mergers, and liquidations, and incident to such participation to deposit securities with and transfer title to any protective or other committee on such terms as Trustee may deem advisable; and to exercise or sell stock subscription or conversion rights.

5.4 HOLD SECURITIES

To hold securities, contracts, notes, or other property in Trustee's name as Trustee under this Trust, or in Trustee's own name, or in the name of a nominee, or Trustee may hold securities unregistered in such condition that ownership will pass by delivery.

5.5 MANAGE AND CONTROL

To manage, control, grant options on, sell for cash or on deferred payments, convey, exchange, partition, divide, improve and repay trust property.

5.6 POWER TO LEASE

To lease to or from others for terms either within or beyond duration of this Trust for any reasonable purpose, on such terms as Trustee may deem proper.

5.7 LEND

To lend money to any person, including the probate estate of a Trustor, provided that any such loan shall be adequately secured and shall bear a reasonable rate of interest.

5.8 PURCHASE

To purchase property at its fair market value as determined by the Trustee, in the Trustee's discretion, from the probate estate of Trustor.

5.9 ADVANCE

To lend or advance the Trustee's own funds to the Trust for any legal purpose with reasonable interest, provided that the Trust may be required to give security for such loans in the form of a mortgage, pledge, deed of trust, or other encumbrance of any assets of the Trust.

5.10 TAX DECISIONS

To take any action and to make any election, in Trustee's discretion, to minimize the tax liabilities of this Trust, its beneficiaries, or the Trustor. To allocate the benefits among the various beneficiaries, and to make adjustments in the rights of any beneficiaries, or between the income and principal accounts, to compensate for the consequence of any tax election or any investment or administration decision that Trustee believes has had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over others.

5.11 BORROW

To borrow money and to encumber Trust property by mortgage, deed of trust, pledge, or otherwise.

5.12 LITIGATION

To commence or defend, at the expense of the Trust, such litigation with respect to the Trust or any property of the Trust Estate as Trustee may deem advisable, and to compromise or otherwise adjust any claims or litigation against or in favor of the Trust.

5.13 INSURANCE

To carry insurance of such kinds and in such amounts as Trustee deems advisable, at the expense of the Trust, to protect the Trust estate and Trustee personally against any hazard.

5.14 DISTRIBUTION

To partition, allot, and distribute the Trust Estate, in undivided interest or in kind, or partly in money and partly in kind, at valuations determined by the Trustee, taking into account the income tax bases of such property, as Trustee shall deem to be in the best interests of the beneficiaries of this Trust, and to sell such property as Trustee may deem necessary to make division or distribution. Unless otherwise provided in this instrument, in making any division or partial or final distribution of the Trust estate, Trustee shall be under no obligation to make a nonprorata division or to distribute the same assets to beneficiaries similarly situated; but rather, the Trustee may, in the Trustee's discretion, make a nonprorata division between trusts or shares, and nonprorata distributions to such beneficiaries, so long as the respective assets allocated to separate trusts or shares, or

distributed to such beneficiaries, have equivalent or proportionate fair market value. The Trustee is also authorized to distribute a disproportionate share of any asset to a beneficiary then entitled to receive a distribution, provided that the fair market value of all the assets distributed to such beneficiary is equal to the fair market value of the proportionate interest such beneficiary is entitled to receive in all of the assets then available for distribution.

5.15 WITHHOLD

To withhold from distribution, in Trustee's discretion, at the time for distribution of any property in this Trust, without the payment of interest, all or any part of the property as long as Trustee shall determine, in Trustee's discretion, that such property may be subject to conflicting claims, to tax deficiencies or to liabilities contingent or otherwise.

5.16 BOND PREMIUMS

To purchase bonds and to pay such premiums in connection with the purchase as Trustee, in Trustee's discretion, deems advisable notwithstanding the fact that on the respective maturities the bonds may inure to principal.

5.17 DISCOUNT BONDS

To purchase bonds at such discount as Trustee, in Trustee's discretion, deems advisable.

5.18 EMPLOYMENT OF INVESTMENT COUNSEL

To appoint professional, independent and disinterested investment counsel and to delegate to such investment counsel such investment powers and responsibilities as the Trustee deems proper. Such powers and responsibilities may include directing the purchase

and sale of securities, determining the minimum or maximum prices at which such securities shall be sold or purchased, and the selection of a broker or brokers to be employed in connection with the sale and purchase of securities. Neither the Trustee, nor any person dealing with the Trustee or the investment counsel, shall incur any liability to any beneficiary of the Trust for following the recommendations or directions of the investment counsel, nor shall the Trustee, the investment counsel, or any persons dealing with them incur any liability to any beneficiary asserted on the grounds that the appointment of the investment counsel and the compliance with its recommendations and directions constitutes an improper delegation of fiduciary duties by the Trustee. The investment counsel appointed by the Trustee shall be entitled to a reasonable fee payable by the Trustee for its services as determined by the Trustee. Any investment counsel shall have the right to resign at any time. The appointment and authority of an investment counsel shall continue until the Trustee, by affirmative action, terminates such appointment and authority. As used herein the term "professional, independent and disinterested investment counsel" shall mean counsel who are not personally or financially interested in the purchase or sale of securities but are only paid compensation or fees for their services.

5.19 PRINCIPAL AND INCOME

Except as otherwise specifically provided in this instrument, the determination of all matters with respect to what is principal and income of the Trust Estate and the apportionment and allocation of receipts and expenses between these amounts shall be governed by the provisions of the Idaho Uniform Principal and Income Act (Idaho

Code § 68-1001 et seq.) from time to time existing. Any such matter not provided for either in this instrument or in the Idaho Uniform Principal and Income Act shall be determined by Trustee in Trustee's discretion.

(End of Article 5)

ARTICLE 6.

GENERAL PROVISIONS

6.1 NOTICE

Unless Trustee shall have received actual written notice of the occurrence of an event affecting the beneficial interests of this Trust, Trustee shall not be liable to any beneficiary of this Trust for distribution made as though the event had not occurred.

6.2 RULES AGAINST PERPETUITIES AND SUSPENSION OF POWER OF ALIENATION

If not sooner terminated, all trusts created by or under this instrument shall terminate twenty-one (21) years from the date of this instrument. On that date, the principal and undistributed income of the terminated trust shall be distributed to the beneficiaries. In all respects, such trusts shall comply with Idaho Code § 55-111 which prohibits the suspension of the absolute power of alienation of real property.

6.3 SPENDTHRIFT PROVISIONS

No part of the principal of the Trust or the income thereof shall be alienated, disposed of, or in any manner encumbered by any beneficiary while in the possession and control of the Trustee. If by reason of any act of such beneficiary, or by operation of law, or by the happening of any event, or for any other reason except by

an act authorized hereunder, any of such income or principal shall, or except for this provision would, cease to be enjoyed by such beneficiary, or if by any reason of an attempt of any such beneficiary to alienate or encumber the same or by reason of the bankruptcy or insolvency of such beneficiary, or because of any attachment, garnishment or other proceeding, or any order, finding or judgment of a court, either in law or in equity, the same, except for this provision, would vest in or be enjoyed by some other person, firm or corporation, then the Trustee may, in the discretion of the Trustee, declare the termination of the Trust as to the estate and interest of such beneficiary in such income or principal, and upon such declaration in writing by the Trustee, the estate and interest of such beneficiary in such income or principal shall cease. Thereafter all such income or principal, during the life of such beneficiary, may be held by Trustee in the Trustee's discretion.

6.4 CONSTRUCTION

The validity of this Trust and the construction of its beneficial provisions shall be governed by the laws of the State of Idaho in force from time to time. This paragraph shall apply regardless of any change of residence of the Trustee or any beneficiary, or the appointment or substitution of a Trustee residing or doing business in another state.

6.5 ABANDONMENT

Trustee is authorized to abandon any property or interest in property belonging to the Trust when, in Trustee's discretion, such abandonment is in the best interest of the trust and its beneficiaries.

6.6 SEVERABILITY

If any provision of this Trust instrument is unenforceable, the remaining provisions shall nevertheless be carried into effect.

6.7 NO CONTEST CLAUSE

If 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 the provisions of a deceased Trustor's last Will pertaining to this Trust or shall seek to obtain an adjudication in any proceeding in any court that this Trust or any of its provisions, or that such Will or any of its provisions is void, or seek otherwise to void, nullify or set aside this Trust or any of its provisions, then 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 without issue the execution of this declaration of trust. Trustee is hereby authorized to defend, at the expense of the Trust Estate, any contest or other attack of any nature on this Trust or any of its provisions.

6.8 BENEFICIARY UNDER DISABILITY

Trustee may apply payments for the benefit of a beneficiary either to the guardian or conservator of a beneficiary under disability or to the parent or person having legal custody of a minor beneficiary

6.9 DISCLOSURE

Whenever in the judgment of Trustee it shall be necessary or proper in the administration of this Trust, it may disclose the existence, nature, terms and conditions thereof.

6.10 TRUST DIVISION

There need be no physical segregation or division of the trust assets except as segregation or division may be required by the termination of this trust.

6.11 INSURANCE

The following provisions shall apply if the Trust has been named as beneficiary of one or more life insurance policies notwithstanding anything to the contrary in this agreement:

6.11.1 OWNER'S RIGHTS: The owner of each policy payable to any trust created in this instrument reserves all rights, options, and privileges conferred on the owner by the terms of the policy, including but not limited to the right to change its beneficiary designation, to hypothecate the policy, and to borrow funds from the insurer. Sickness, disability, or other benefits may be paid by the insurer to the owner. Trustee shall not be responsible for acts or omissions of said owner relating to any such insurance policy.

6.11.2 NO TRUST RESPONSIBILITY: Trustee shall not be required to pay premium assessments or other charges on any life insurance policy of which the Trust is owner or beneficiary that are required to keep it a binding insurance contract, nor shall Trustee be responsible for determining whether such payments have been made.

6.11.3 COLLECTION: On receipt of proof of death of the insured and on obtaining possession of an insurance policy the proceeds of which are payable to the Trust, Trustee shall use reasonable efforts to collect all sums payable under policy terms, provided that it shall be reasonable indemnified. All sums received shall become principal of the Trust Estate, except for

interest paid by the insurer, which shall be income. Trustee shall have full power to compromise, arbitrate, or otherwise adjust any claim, dispute, or controversy arising under any policy, and shall have authority to initiate, defend, settle, and compromise any legal proceeding necessary in the Trustee's opinion to collect the proceeds of any policy. Trustee's receipt to any insurer shall be considered in full discharge, and the insurer shall not be under any duty to inquire concerning Trustee's application of policy proceeds.

6.12 OPERATION OF BUSINESS

The Trustee shall have the power with respect to any business interest organized as a sole proprietorship, partnership, limited liability company or corporation, and upon such terms, for such time and in such manner as the Trustee may deem advisable, to hold, retain and continue to operate such business solely at the risk of the Trust Estate and without liability on the part of the Trustee for any losses resulting therefrom; to dissolve, liquidate or sell at such time and upon such terms as the Trustee may deem advisable; to incorporate such business and hold the stock as an asset of the Trust Estate, or to dissolve any corporation and to continue to operate the business as a sole proprietorship, partnership, or limited liability company; to use the general assets of the Trust for the purposes of the business; to borrow money for business purposes and pledge or encumber the assets of the business or the other assets of the Trust Estate to secure the loan; to employ such officers, managers, employees or agents as the Trustee may deem advisable in the management of such business, including electing directors, officers or employees of the Trustee to take part in the

management of such business as directors or officers; to receive compensation for the services of the Trustee, or to be paid by it from the business or from the other assets or from both as the Trustee in the Trustee's discretion may deem advisable.

6.13 TAXES

If the whole or any part of the Trust Estate, or the proceeds of avails thereof, shall become liable for payment of any tax, charge or assessment which the Trustee shall be required to pay, the Trustee shall have the full power and authority, without previous notice to or demand upon any person to pay such tax, charge or assessment. Any sums so paid which are a charge against any beneficiary hereunder shall be deducted from the interest of the beneficiary so liable. Estate and inheritance taxes so paid by the Trustee shall be charged to principal. Other taxes shall be charged to income, provided, however, that any tax levied upon profit or gain which inures to the benefit of the principal shall be paid out of principal, notwithstanding said tax may be denominated a tax upon income by the taxing authority. Improvement assessments shall be charged to principal and maintenance assessments shall be charged to income.

6.14 GENDER AND NUMBER

All references herein to the singular number and neuter gender shall be deemed to include the plural number and masculine or feminine gender and vice versa when the context so requires. Additionally the word "Trustee" shall mean "Co-Successor Trustees" or "Co-Trustees" when the context so requires.

6.15 COMPENSATION OF TRUSTEE

Trustee shall be entitled to reasonable compensation for services rendered, which compensation may be waived.

6.16 HEADINGS

The various clause headings used herein are for convenience of reference only and constitute no part of the Agreement.

6.17 BANK ACCOUNTS

The Trustee is authorized to open a bank account or bank accounts for the Trust estate in such manner that funds may be withdrawn from the bank account, or checks payable to the Trust endorsed, upon the signature of the initial Trustee, and after the initial Trustee is succeeded by the co-trustees, upon the signatures of both co-trustees.

6.18 ACCOUNTING

Trustee shall render an accounting at least annually regarding the transactions of a Trust created in this instrument by delivering a written accounting to each beneficiary entitled to current income distributions of the Trust, or to current distributions out of income or principal of the Trust in the Trustee's discretion. If a current beneficiary is a minor, the accounting shall be delivered to the minor's parents or guardian of the person. Unless one or more of the beneficiaries (or the parent or parents having custody of a minor beneficiary or the guardian of the person of a minor beneficiary) shall deliver a written objection to the Trustee within sixty (60) days of receipt of the Trustee's account, the account shall be deemed settled, and shall be final and conclusive in respect to transactions disclosed in the account as to all beneficiaries of the Trust, including unborn and unascertained beneficiaries. After settlement of the account by

reason of the expiration of the sixty (60) day period referred to above, or by agreement of the parties, the Trustee shall no longer be liable to any beneficiary of the Trust, including unborn and unascertained beneficiaries, in respect to transactions disclosed in the account, except for the Trustee's intentional wrongdoing or fraud.

(End of Article 6)

ARTICLE 7.

RESIGNATION, REMOVAL AND SUCCESSION PROVISIONS

7.1 AUTHORITY OF SUCCESSOR TRUSTEE

All authority and powers, including discretionary powers, conferred on the original Trustee shall pass to the Co-Successor Trustees. The Co-Successor Trustees shall have no responsibility for the acts or omissions of any prior Trustee, and no duty to audit or investigate the accounts or administration of any such Trustee, nor, unless requested to do so in writing by a person having a present or future beneficial interest under this Trust, shall it have any duty to take action to obtain redress for breach of Trust.

7.4 RESIGNATION OF SUCCESSOR TRUSTEE

Any Trustee, or Co-Successor Trustee, shall have the right to resign as Trustee at any time. Selection of a further successor Trustee shall be in the manner set forth in Idaho Law.

7.5 BOND NOT REQUIRED

Any person appointed to act as Trustee or Co-Successor Trustee under this Trust instrument shall not be required to post bond.

(End of Article 8)

The undersigned has signed this instrument on the 24 day of February, 2011 at Post Falls, Idaho.

TRUSTOR AND TRUSTEE:

A handwritten signature in dark ink, appearing to read "Ralph Lanny Livingston", is written over a horizontal line.

RALPH LANNY LIVINGSTON

Schedule A page 1
To the Ralph Lanny Livingston Trust

All my personal property wherever situated and in what ever form including but not limited to all stocks, bonds, savings accounts, and checking accounts, household goods, personal effects and clothing, vehicles, and all other related items

Ralph Lanny Livingston
Ralph Lanny Livingston

Schedule A page 2
To the Ralph Lanny Livingston Trust

the following parcels of real property

1. TX #718, TX # 1102, TX #719 South of CM and St. Paul RR R/W ex R/W in Section 5, Township 50 North, Range 4 West Boise Meridian in Kootenai County , Idaho
2. TX # 3408 EX South 25' (R/W) Section 5, Township 50 North, Range 4 West Boise Meridian, Kootenai County, Idaho
3. E1/2 of the NE quarter of the SW quarter and the N one /half of the SE quarter of Section 29, Township 50 North, Range 5 West, Boise Meridian in Kootenai County, Idaho


Ralph Lanny Livingston

STATE OF IDAHO
CERTIFICATION OF VITAL RECORD

STATE OF IDAHO
IDAHO DEPARTMENT OF HEALTH AND WELFARE
BUREAU OF VITAL RECORDS AND HEALTH STATISTICS
CERTIFICATE OF DEATH

Date Filed JANUARY 03, 2012

State File No. 2011-11695

DECEDENT - LEGAL NAME RALPH LANNY LIVINGSTON			
SEX MALE	SOCIAL SECURITY NUMBER [REDACTED]	AGE 74 YEARS	DATE OF BIRTH MAY 25, 1937
BIRTH-PLACE BOZEMAN, MONTANA		PLACE OF RESIDENCE POST FALLS, IDAHO	
MARITAL STATUS AT TIME OF DEATH DIVORCED		NAME OF SURVIVING SPOUSE (if wife, maiden name)	WAS DECEDENT EVER IN U.S. ARMED FORCES? YES
FATHER - NAME RALPH REECE LIVINGSTON			BIRTH-PLACE NORTH DAKOTA
MOTHER - MAIDEN NAME GUDRUN LINDVIG			BIRTH-PLACE IOWA
METHOD OF DISPOSITION BURIAL		FUNERAL SERVICE LICENSEE JULIE ANDERSON	
NAME AND ADDRESS OF FUNERAL FACILITY ENGLISH FUNERAL CHAPEL, INC., POST FALLS, IDAHO			
DATE OF DEATH DEC. 28, 2011	TIME OF DEATH 4:40 P.M.	CITY, TOWN OR LOCATION OF DEATH POST FALLS, IDAHO	COUNTY OF DEATH KOOTENAI
CAUSE OF DEATH (underlying cause last) a. ACUTE ON CHRONIC RESPIRATORY FAILURE			Approximate Interval Between Onset and Death 1 MONTH
DUE TO (or as a consequence of): b. COPD			UNKNOWN
DUE TO (or as a consequence of): c.			
DUE TO (or as a consequence of): d.			
OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH but not resulting in the underlying cause given above N/A			WAS AUTOPSY PERFORMED? NO
MANNER OF DEATH NATURAL	NAME OF CERTIFIER SHANA D. FOGARTY, M.D.		TITLE PHYSICIAN
CORONER SUBSEQUENT CERTIFICATION IF NECESSARY			
EXTERNAL CAUSES ONLY			
DATE OF INJURY	TIME OF INJURY	PLACE OF INJURY	INJURY AT WORK?
LOCATION WHERE INJURY OCCURRED			
DESCRIPTION OF HOW INJURY OCCURRED			

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

DATE ISSUED: JANUARY 04, 2012

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

James B. Aydelotte
JAMES B. AYDELOTTE
STATE REGISTRAR

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

95-466% ownership clip - Arc Map

File Edit View Bookmarks Insert Selection Geoprocessing Customize Windows Help

Process - POU - POD - Wells - SC - WHIS - Dam Safety - LIC - WRA - Hydrologic - Enforcement - Tools

Identify from: Taxlots

Taxlots

RALPH LARRY LIVINGSTON TRUST

Location: 2,284,609.506 1,837,418.495 Meters

Field	Value
ACRES	20
ADDRESS1	5925 E MAPLEWOOD AVE
ADDRESS2	<null>
CITY	POST FALLS
COUNTY	Kootenai
ID	7631247
LEGAL1	Tx#718, Tx#1102, Tx#719 S OF CM & ST PAUL RR RW EX
LEGAL2	<null>
LEGAL3	<null>
LEGAL4	<null>
LEGAL5	<null>
LEGAL6	<null>
OWNER	RALPH LARRY LIVINGSTON TRUST
P_ADDRESS	5925 E MAPLEWOOD AVE
P_ZIPCODE	<null>
PIN	50N04W05E400
SOURCE	<null>
STATE	ID
SUB_NAME	
UPDATED	10/12/2016
YEAR_BUILT	1940
ZIPCODE	83854

Identified 1 feature

Number of features selected: 24



