

RECEIVED

OCT 12 2021

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

IDWR/NORTH Notice of Change in Water Right Ownership

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. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
95-00882	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Rodney D Harris Bonnie L. Harris
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Harris Revocable Living Trust
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- P.O. Box 414 Clatskanie OR 97014
Mailing address City State ZIP
- 503-308-2591 tharris@fullanos.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: November 8, 2019

6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).

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.
- ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
- ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: Rodney D Harris Co Trustee 10/8/2021
Signature of new owner/claimant Title, if applicable Date
- Signature: Bonnie L Harris Co Trustee Oct 8-2021
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by Se Date 10-12-21 Receipt No. N037653 Receipt Amt. 2500

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by _____ Processed by NS Date 10-21-21

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

In Re CSRBA)
)
Case No. 49576)
_____)

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 95-00882

DISTRICT COURT - CSRBA
Fifth Judicial District
County of Twin Falls - State of Idaho

NOV - 8 2019

By _____

Clerk

Deputy Clerk

NAME AND ADDRESS: BONNIE L HARRIS
RODNEY D HARRIS
1875 6TH ST
COLUMBIA CITY, OR 97018

SOURCE: UNNAMED STREAM TRIBUTARY: TWIN LAKES

QUANTITY: 0.04 CFS
1.20 AFY

The quantity of water under this right shall not exceed 13,000
gallons per day.

PRIORITY DATE: 06/01/1963

POINT OF DIVERSION: T52N R05W S01 LOT 1 (NENE) Within Kootenai County

PURPOSE AND

PERIOD OF USE:

PURPOSE OF USE
Domestic

PERIOD OF USE
06-01 TO 09-30

QUANTITY
0.04 CFS
1.20 AFY

Domestic use is for 2 homes and does not include lawn, garden,
landscape, or other types of irrigation.

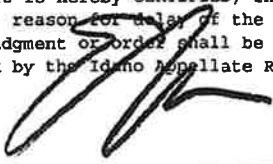
PLACE OF USE: Domestic Within Kootenai County
T52N R05W S01 LOT 1 (NENE)

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(5).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance
with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a
final judgment and that the court has and does hereby direct that the above judgment or order shall be a final
judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.


Eric J. Wildman
Presiding Judge of the
Coeur d'Alene-Spokane River Adjudication

RECEIVED

NOV 22 2019

DEPARTMENT OF
WATER RESOURCES

We are in Water District 95c

Tax Lots:

Harris Revocable Living Trust

Property Address 9010 S Upper Twin Lake Shr

City: Rathdrum

Parcel Number: 0-6260-002-012-0

Harris Revocable Living Trust

Property Address 9026 S Upper Twin Lake Shr

City: Rathdrum

Parcel Number: 0-6260-002-013-0

Harris Revocable Living Trust

Parcel Number: 0-6260-002-014-A

Respectfully,

Toby Harris for Harris Revocable Living Trust

503-308-2591

<application-for-permit.pdf>

<application-for-permit-instructions.pdf>

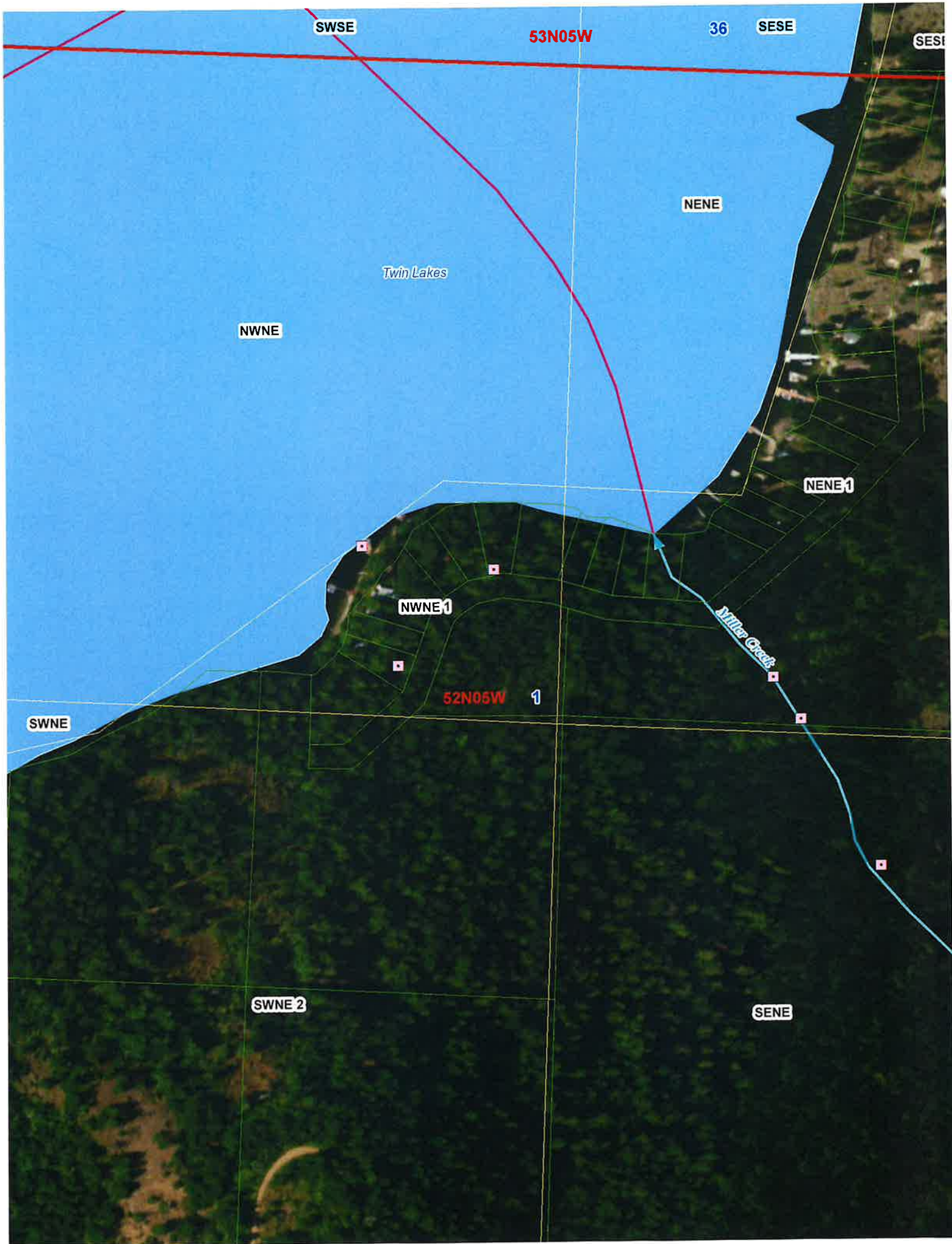


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The Harris Revocable Living Trust

Article One

Creation of Our Trust

Section 1. Declaration of Trust

We, RODNEY D. HARRIS, and BONNIE L. HARRIS, as settlors, establish a revocable living trust with RODNEY D. HARRIS and BONNIE L. HARRIS ("our trustee"), as trustees. All property which is made subject to this trust shall be held, administered, and distributed in accordance with this agreement.

Section 2. Name of Trust

This trust may be called the Harris Revocable Living Trust.

Section 3. Trust Property

The trust estate shall consist initially of the property described on Schedule A, which we transfer to our trustee as of the date this agreement is executed. Our trustee acknowledges receipt of this property and agrees to treat the property as part of the trust estate.

Subsection (a). Community Property

Any community property transferred to our trustee shall retain its community property character. To the extent this trust consists of community property, the trust may be revoked by either of us acting alone but may be amended only by mutual consent. Our trustee shall have the power to convey, encumber, or otherwise dispose of this property without the consent of either of us, whether or not we are capable of giving consent.

Subsection (b). Other Property

Any other property transferred to our trustee shall now be owned by us as tenants in common, with each of us owning an undivided one-half interest in each trust asset regardless of which of us contributed the asset to the trust and regardless of the asset's prior form of ownership. Any joint tenancy or other survivorship rights between us that may have existed in this property at any time are extinguished.

Section 4. Additions to Trust

Our trustee may receive other property that is transferred by will or otherwise to our trustee by us or by any other person. Our trustee shall have the sole discretion to accept additions to the trust.

Section 5. Revocation or Withdrawal

We reserve the right to revoke this agreement or to withdraw all or any portion of the trust property by mutual consent. In addition, while both of us are alive and financially capable, either settlor shall have the exclusive right to withdraw or otherwise dispose of all or any portion of that settlor's undivided one-half interest in the trust assets without the consent of the other settlor. Each settlor also reserves the right to direct our trustee as to distributions of income from that settlor's undivided one-half interest in the trust assets. However, if one of us becomes financially incapable during our joint lives or if one of us dies, the other settlor may act alone to exercise the right of revocation or withdrawal. Revocation or withdrawal shall be made only by a written instrument signed by us as settlors and filed with our trustee.

Section 6. Amendment

We reserve the right to amend this agreement by mutual consent. However, if one of us becomes financially incapable during our joint lives or if one of us dies, the other settlor may act alone to exercise the right of amendment. Amendment shall be made only by a written instrument signed by us as settlors and accepted by our trustee.

Section 7. Personal Power

The rights of revocation, withdrawal, and amendment reserved by us must be exercised solely by us and may not be exercised by any other person, except by a conservator or guardian with court approval or by an agent acting under a durable power of attorney that specifically authorizes such action.

Section 8. Successor Trustee

If one of us dies, resigns, or becomes financially incapable, the other settlor shall become the sole trustee. If both of us die, resign or become financially incapable, we name Toby Harris as trustee of the trust created under this agreement.

Section 9. Financial Incapability

Subsection (a). Definition

For purposes of this instrument, we shall be considered financially incapable if we become unable to manage either our own financial resources or the financial affairs of the trust.

Subsection (b). Written Determination

The determination that either of us is financially incapable shall be in writing and signed by the person or persons making the determination.

Subsection (c). Procedure for Determining Whether Either of us are Financially Incapable

Our trustee and successor trustee shall determine whether either of us is financially incapable by any means our trustee considers adequate, such as consultation with any member of our immediate family or with any treating physician.

Subsection (d). Access to Protected Health Information

To the extent reasonably necessary to obtain the opinion of a physician or other specialist about whether either of us is financially incapable, each of us waives any physician-patient privilege or other privilege which otherwise would protect us against the disclosure of confidential information. In addition, despite our privacy rights under the Health Insurance Portability and Accountability Act (HIPAA), each of us specifically authorizes any health care professional or facility to disclose all health information about us to the person or persons given the authority under Article 1, Section 9(c) to determine whether we are financially incapable. Each of us designates these persons as our personal representatives for purposes of HIPAA.

Subsection (e). Court Determination

We shall also be considered financially incapable if a court determines that we are unable to manage either our own financial resources or the financial affairs of the trust, provided that we have received actual notice and had an opportunity to be present at any hearing. Our trustee or any person having access to this

instrument may bring it to the attention of the court, any guardian ad litem, or an attorney acting as our individual counsel for the purpose of protecting our interests. If a guardianship or conservatorship proceeding is contemplated or instituted, we express our strong desire that any court order be limited to its finding regarding whether we are financially incapable and that our financial affairs be managed without court supervision under the terms of this instrument.

Subsection (f). Nonliability of Trustee

Our trustee or successor trustee shall not be liable for any acts or omissions resulting from reliance in good faith on a determination that either of us is financially incapable.

Subsection (g). Contesting Financial Incapability

If either of us objects to a determination or proposed determination that either of us is financially incapable, we reserve the right to contest the question. The costs of any contest, including attorney fees, mediation, and arbitration, shall be paid from the trust estate.

Subsection (h). Recovery of Financial Capability

If either of us recovers financial capability and gives written notice to our trustee, that settlor shall once again have the ability to exercise all powers granted to that settlor under this instrument. Whether either of us has recovered financial capability may be determined by our trustee, by our treating physician in writing, or by court order.

Article Two

Our Family

Section 1. Spouse

We are married to each other.

Section 2. Descendants

We have the following living children:

Toby D. Harris, born May 27, 1967

Travis E. Harris, born February 21, 1970

Brad G. Harris, born February 21, 1971

Bryan J. Harris, born February 21, 1971

Article Three

Trust Distributions During Our Joint Lives

During our joint lives, the trust shall be administered and distributed as follows:

Section 1. Effect of Distributions

We acknowledge that each of us owes an obligation of support to the other settlor under ORS 108.040 and that each of us owns an undivided one-half interest in the principal and income of the trust. As a result, each of us shall continue to own an undivided one-half interest in any amounts of trust principal or income distributed to either or both of us and shall have all the rights of tenants in common as to the amounts distributed.

Section 2. Distributions

Our trustee shall distribute income or principal as follows:

Subsection (a). Requested Distributions

Our trustee shall distribute to or for the benefit of either or both of us those amounts of income or principal which either or both of us request. Our trustee may require that requests be in writing.

Subsection (b). Distributions if Either or Both of Us is Financially Incapable

If either or both of us is financially incapable, our trustee shall distribute to or for the benefit of the financially incapable settlor those amounts of income or principal which are necessary for that settlor's health, education, support, and maintenance or which our trustee considers advisable for that settlor's reasonable comforts.

Section 3. Trust Administration After Either or Both of Us is Financially Incapable

In making distributions of income or principal after either or both of us is financially incapable, our trustee shall be guided by the following instructions:

Subsection (a). Trust Purpose

The primary purpose of this trust is to provide us with the highest possible quality of life. Our trustee shall be liberal in making distributions of income or principal to accomplish this purpose. The rights of other trust beneficiaries shall be secondary to our rights as trust beneficiaries.

Subsection (b). Health and Needs Assessment

We authorize our trustee to take appropriate steps to determine our physical health, psychosocial health, and functional needs by employing a geriatric care manager, physicians, medical specialists, therapists, or other persons. To the extent necessary to permit such an assessment, each of us waives any physician-patient privilege or other privilege which otherwise would protect us against the disclosure of confidential information and specifically authorize any health care professional or facility to disclose all health information about each of us to our trustee despite the provisions of the Health Insurance Portability and Accountability Act. Each of us designates our trustee as our personal representative for purposes of HIPAA.

Subsection (c). Preference to Remain in Our Home

We direct our trustee to use income and principal of the trust to allow us to remain in our home as long as reasonably possible. Our trustee may arrange for housekeeping, laundry, meal preparation, personal care, health care, and other services as are reasonably necessary to allow us to remain in our home. We express an interest in remaining in our home rather than being placed in a nursing home or other care facility.

Article Four

Trust Distributions After One Settlor's Death

After one of us has died, the trust shall be administered and distributed as follows:

Section 1. Requested Distributions

Our trustee shall distribute to or for the benefit of the surviving settlor those amounts of income or principal which the surviving settlor requests. Our trustee may require that requests be in writing.

Section 2. Distributions if the Surviving Settlor is Financially Incapable

If the surviving settlor is financially incapable, our trustee shall distribute to or for the benefit of the surviving settlor those amounts of income or principal which are necessary for the surviving settlor's health, education, support, and maintenance or which our trustee considers advisable for the surviving settlor's reasonable comforts.

Article Five

Distributions After the Surviving Settlor's Death

After the death of the survivor of us, the trust shall be administered and distributed as follows:

Section 1. Tangible Personal Property

To the extent included in the trust estate, our trustee shall distribute any remaining interest the surviving settlor has in household goods and furnishings, personal vehicles, recreational equipment, clothing, jewelry, personal effects, animals, and other tangible personal property for personal or household use, together with any insurance on this property, in substantially equal shares to our children, one share for each child who is then living and one share by right of representation for the then surviving descendants of each child who is not then living.

Subsection (a). Division of Property

This property shall be divided as our children agree or, if they do not agree, the beneficiaries shall draw lots to determine the order in which they will choose specific items of property and will then rotate through that order until no item remains that a beneficiary wishes to choose.

Subsection (b). Beneficiary Under Age 18

However, if the youngest beneficiary is under the age of 18 at the surviving settlor's death, our trustee shall have discretion to do the following with any of this property: distribute it directly to one or more of the beneficiaries (or to a guardian or any suitable person with whom a beneficiary resides) regardless of age of any beneficiary or inequality of distribution, keep it for later distribution, sell it and distribute the proceeds, or sell it and add the proceeds to the residue of our trust estate.

Subsection (c). Written Documents Stating the Survivor's Wishes

If our trustee locates a written document signed by the survivor of us stating the survivor's wishes about the disposition of any of the tangible personal property described in this section, we request that our trustee be guided by those wishes. However, the document shall be only an expression of the survivor's wishes and shall not create any trust or binding obligation.

Section 2. Costs of Packing and Shipping

We direct our trustee to pay as an expense of our trust estate any reasonable costs for packing, insuring, and delivering any tangible personal property to any beneficiary.

Section 3. Residue

Our trustee shall distribute the residue of the trust estate to our children, equally, share and share alike, or to their descendants by right of representation.

Section 4. Contingent Beneficiaries

If none of our descendants survive the surviving settlor, our trustee shall distribute the residue of the trust estate as follows:

One-half to those persons surviving the surviving settlor who would be entitled to receive Rodney D. Harris' intestate property as determined by Oregon law at the time of the surviving settlor's death.

One-half to those persons surviving the surviving settlor who would be entitled to receive Bonnie L. Harris' intestate property as determined by Oregon law at the time of the surviving settlor's death.

Article Six

Trust Administration

Section 1. Definitions

The definitions in this section shall apply for purposes of this instrument.

Subsection (a). Beneficiary

"Beneficiary" means a person who has a present or future beneficial interest in a trust, whether vested or contingent, or holds a power of appointment over trust property in a capacity other than that of trustee.

Subsection (b). Permissible Distributee

"Permissible distributee" means a beneficiary who is currently eligible to receive distributions of trust income or principal, whether the distribution is mandatory or discretionary.

Subsection (c). Qualified Beneficiary

"Qualified beneficiary" means a beneficiary who is a permissible distributee, who would be a permissible distributee if the interests of all permissible distributees terminated, or who would be a permissible distributee if the trust terminated. "Qualified beneficiary" also includes the other persons described in ORS 130.040.

Subsection (d). Financially Incapable and Financially Capable

"Financially incapable," which is defined in ORS 125.005, means a condition in which a person is unable to manage financial resources effectively because the person cannot take the actions necessary to obtain, administer, and dispose of real and personal property, intangible property, business property, benefits, and income. "Financially capable" means not financially incapable.

Section 2. No Trust Beneficiary

Except as otherwise provided in Article 6, Section 3, if at any time no named or described beneficiary of any trust remains, our trustee shall distribute the remainder of

the trust as provided in Article 5, Section 4, as if the surviving settlor had died at the termination of the trust.

Section 3. Spendthrift Trust

The interest of any beneficiary in income or principal may not be voluntarily or involuntarily anticipated, alienated, or encumbered and shall not be subject to claims of creditors or others or to legal process. This spendthrift provision is a material purpose of each trust created by this instrument. The limitations in this section shall not restrict the exercise of any power of appointment or the right to disclaim. However, no beneficiary shall be entitled, by use of disclaimer, either to accelerate the time when any distribution would otherwise be made to that beneficiary or to cause any trust to terminate and be distributed to that beneficiary outright prior to the trust's normal termination date.

Section 4. Rule Against Perpetuities

Despite any other provision of this instrument, each trust created by this instrument shall terminate not later than 21 years after the death of the last survivor of our descendants living at the surviving settlor's death. Upon termination, our trustee shall distribute the trust property to the persons then entitled to distributions of income, in the manner and proportions stated in this instrument (or, if not stated, then equally) and regardless of their ages. If no beneficiary is entitled to receive income, each trust shall be distributed as if it had then terminated in accordance with its terms.

Section 5. Undistributed Income

Any trust income not distributed shall be added to and become part of the principal of the trust. Income accrued or undistributed at the termination of a beneficiary's interest in a trust shall be added to and become part of the principal of that trust, and any rights of that beneficiary to that income shall terminate.

Section 6. Consideration of Other Income or Property

In making discretionary distributions, our trustee may, but is not required to, consider any other income, support, or property available to the beneficiary.

Section 7. Combination and Division of Trusts

Our trustee may combine two or more trusts into a single trust or divide a trust into two or more separate trusts, if the result does not materially impair rights of any beneficiary or adversely affect achievement of the purposes of the trust. Our trustee must give notice to the qualified beneficiaries prior to a combination or division.

Section 8. Life Insurance Proceeds

Our trustee shall collect the proceeds of any life insurance policy for which our trustee is the beneficiary, and shall hold those proceeds under the terms of this instrument. Payment to our trustee shall be a full discharge of the insurance company on account of the policy, and the insurance company shall not be responsible for the proper discharge of the trust. Our trustee has no duty to begin collection proceedings or litigation to enforce payment of any life insurance policies until reasonable provision has been made to indemnify our trustee for all anticipated expenses and liabilities.

Section 9. Distribution Upon Termination By Consent

If any trust created by this instrument is terminated by a court upon the consent of the beneficiaries, our trustee shall distribute the remaining trust property to our children.

Section 10. Termination of Uneconomic Trust

If our trustee concludes that the value of any trust is insufficient to justify the cost of administration, our trustee may terminate the trust after notice to the qualified beneficiaries. However, our trustee may not terminate a trust if the trustee is a beneficiary of the trust or has a duty of support for a beneficiary of the trust. Upon termination of the trust, our trustee shall distribute the trust property in a manner consistent with the purposes of the trust.

Section 11. Principal Place of Administration

The principal place of administration of any trust established under this instrument is the state of Oregon. Our trustee may transfer the principal place of administration to another jurisdiction that is appropriate to the trust's purposes, the trust's administration, and the interests of the beneficiaries. If a qualified beneficiary objects within 60 days after the trustee gives notice of a proposed transfer, our trustee must obtain a court order before transferring the principal place of administration.

Section 12. Notice, Information, and Reports

To the extent allowed by law, the provisions of this instrument shall govern our trustee's duty to furnish notice, information, and reports with respect to any trust established under this instrument.

Subsection (a). While Either of Us is Alive

While either of us is alive, our trustee shall furnish notice, information, and reports only to us. Other beneficiaries shall have no right to receive notice, information, or reports.

Subsection (b). Other Circumstances

After the surviving settlor's death, if a trust has no trust protector, our trustee's duties shall be as follows:

Sub-subsection (b)(1). Notice

Our trustee shall notify qualified beneficiaries of the existence of the trust, the identity of the trustee, and their right to receive trustee reports.

Sub-subsection (b)(2). Trustee Reports

Our trustee shall send a trustee report to qualified beneficiaries who request the report.

Sub-subsection (b)(3). Other Information

Our trustee shall respond to the request of a qualified beneficiary for other information reasonably related to the trust's administration.

Sub-subsection (b)(4). Copy of Trust Instrument

Our trustee shall not be required to furnish a copy of the trust instrument to any beneficiary except a qualified beneficiary who has requested a copy.

Sub-subsection (b)(5). Trustee's Compensation

Our trustee shall be required to notify the qualified beneficiaries in advance of any change in the method or rate of the trustee's compensation.

Sub-subsection (b)(6). Waiver

A qualified beneficiary may waive the right to a trustee report or any other information otherwise required to be furnished to the qualified beneficiary.

Article Seven

Trustee Powers

As to each trust created by this instrument, our trustee shall have all powers conferred on a trustee by Oregon law as now existing or later amended. In addition, our trustee shall have the power to:

Section 1. Manage and Dispose of Assets

Manage, maintain, improve, lease, grant options on, encumber, sell, exchange, or otherwise dispose of part or all of the trust estate in any manner and on any terms our trustee considers beneficial to the trust estate. Any power of attorney that is appointed, who is also our trustee, shall have the powers listed herein.

Section 2. Retain Assets

Retain any property and continue to operate any business for so long as our trustee considers retention of probable benefit to the trust estate and the trust beneficiaries.

Section 3. Make Investments

Invest and reinvest the trust estate in common or preferred stocks, bonds, mutual funds, common trust funds, secured and unsecured obligations, mortgages, and other property, real or personal, which our trustee considers advisable and in the best interest of the trust estate, whether or not authorized by law for the investment of trust funds.

Section 4. Receive Compensation

Receive reasonable compensation for our trustee's own services and reimbursement for expenses incurred in administering the trust estate.

Section 5. Advance Funds or Borrow

Advance our trustee's own funds to the trust for any trust purposes at prevailing rates of interest (with any advance to be a lien on the trust estate) and borrow money for those purposes and upon those terms and conditions which our trustee considers to be in the best interest of the trust estate.

Section 6. Purchase Assets and Make Loans

Purchase assets at their fair market value (as determined by our trustee) from our probate estates, and make secured or unsecured loans to our probate estates, for any reason our trustee believes will benefit our probate estates.

Section 7. Combine Management of Separate Trusts

Hold the trust estate as an undivided whole without separation into any separate trusts for as long as our trustee considers suitable and allot undivided interests in any asset to any separate trusts, but no undivided holding shall defer vesting or distribution under the trusts.

Section 8. Choose Manner of Making Distribution

Make any distribution in any of the following ways to a beneficiary who is a minor, financially incapable, under legal disability, or considered by our trustee to be unable to handle property if paid to the beneficiary directly, without liability to our trustee:

Subsection (a).

Directly to the beneficiary.

Subsection (b).

Except as otherwise provided in this instrument, to a custodian for the beneficiary under the Oregon Uniform Transfers to Minors Act until the beneficiary attains the age of 18 years, at which time the custodianship shall terminate and the custodial property shall be transferred to the beneficiary.

Subsection (c).

To the beneficiary's guardian, conservator, or any other fiduciary for the beneficiary.

Subsection (d).

To any person or organization furnishing health care, education, support, or maintenance.

Section 9. Deal with Environmental Matters

Inspect and monitor property to determine compliance with environmental laws, take action to prevent or remedy violations, settle environmental claims, decline to accept property which could result in liability under environmental laws or impair the value of the trust estate, and disclaim any power which could cause our trustee to incur personal

liability for violation of environmental laws. Our trustee shall not be liable to any trust beneficiary for any decrease in the value of the trust estate as a result of these actions.

Section 10. Retirement Plans and Other Benefits

Select a mode of payment and exercise rights under any employee benefit or retirement plan, annuity, or life insurance policy.

Section 11. Do Other Acts

Except as otherwise provided in this instrument, do all acts that might legally be done by an individual in absolute ownership and control of property and which in our trustee's judgment are necessary or desirable for the proper and advantageous management of the trust estate.

Article Eight

Trustee

Section 1. Resignation of Trustee

Our trustee may resign at any time. Any resignation shall be in writing and shall become effective only upon written acceptance of the trust by a successor trustee. If our trustee becomes financially incapable, our trustee shall be deemed to have resigned.

Section 2. Designation of Alternate or Successor Trustee

If a trust has no alternate or successor trustee, a majority in interest of the current income beneficiaries of the trust may designate a trustee of that trust. Any designation shall be in writing, signed, and delivered to the designated alternate or successor trustee. If no alternate or successor trustee is designated, any court having jurisdiction may appoint a trustee at the request of any person interested in the trust.

Section 3. Trustee Reports

At least annually and upon termination of the trust, our trustee shall prepare a report listing the trust property (and market values, if feasible), liabilities, receipts, and disbursements, including the source and amount of our trustee's compensation. In addition, our trustee shall prepare a trustee report upon ceasing to be trustee, unless a co-trustee remains in office. Our trustee shall furnish a copy of the trustee report to the persons specified in this instrument or, if not specified in this instrument, to the persons required by law to receive a copy. A personal representative or other fiduciary may provide the report on behalf of a deceased or financially incapable trustee. A beneficiary may waive the right to receive a copy of trustee reports, including future reports, and may withdraw a waiver at any time for the purpose of future reports.

Section 4. Transfer to Successor Trustee

Upon acceptance, a successor trustee shall succeed to all rights, powers, and duties of the trustee. All right, title, and interest in the trust property shall vest in the successor trustee. The prior trustee shall, without warranty, transfer the existing trust property to the successor trustee. A successor trustee shall not have any duty to examine the records or actions of any former trustee and shall not be liable for the consequences of any act or failure to act of any former trustee.

Section 5. No Bond Required

No bond or other undertaking shall be required of any individual trustee of any trust.

Article Nine

General Administrative Provisions

Section 1. Survivorship

A beneficiary under this instrument shall be considered to survive the surviving settlor only if the beneficiary is living on the ninetieth day after the date of the surviving settlor's death.

Section 2. Descendants

"Descendants" means all naturally born or legally adopted descendants of the person indicated. Distribution to a person's descendants by "right of representation" means a division into equal shares, counting one share for each living child and one share for each deceased child who leaves one or more then surviving descendants. Each living child receives one share. The share of each deceased child passes by right of representation to his or her then surviving descendants.

Section 3. Taxes

Subsection (a). General Direction to Pay Death Taxes

Except as provided in Article 9, Section 3(b), upon the death of either of us, we direct our trustee to pay out of the residue of the trust estate, without apportionment, all estate, inheritance, and other death taxes (including interest and penalties) payable by reason of that settlor's death on property passing under this instrument or otherwise. If the residue of the trust estate is insufficient to pay all such death taxes, the excess shall be apportioned according to Oregon law.

Subsection (b). Special Directions

Sub-subsection (b)(1) Collecting Death Taxes.

If death taxes are required to be apportioned or allocated in accordance with this instrument, our trustee may in the first instance pay such taxes out of the trust estate. However, so far as reasonably possible, our trustee may deduct the amount of such taxes from the amount distributable to each beneficiary and shall recover the appropriate share from all other beneficiaries for the benefit of the trust estate.

Sub-subsection (b)(2) Payment of Death Taxes to Either Settlor's Personal Representative.

If death taxes are required to be apportioned or allocated in accordance with this instrument, our trustee may upon reasonable notice pay to any personal representative of either settlor's estate all or any part of any such death taxes.

Section 4. Debts and Expenses

If our trustee determines that other provision has not been adequately made, our trustee shall pay out of the residue of the trust estate, without apportionment, any debts of either settlor as they come due, expenses of either settlor's last illness and funeral, and expenses incurred in administering or distributing either settlor's probate estate.

Section 5. Elections, Decisions, and Distributions

We authorize our trustee to make any election or decision available to our trust under federal or state tax laws, to make pro rata or non-pro rata distributions without regard to any differences in tax basis of assets distributed, and to make distributions in cash, in specific property, in undivided interests in property, or partly in cash and partly in property. The good faith decisions of our trustee in the exercise of these powers shall be conclusive and binding on all parties, and our trustee need not make any adjustments among beneficiaries because of any election, decision, or distribution.

Section 6. Changes in Corporate Fiduciary

If any corporate fiduciary is merged or voluntarily liquidated into or consolidated with another entity having the required fiduciary powers, the successor shall have all powers granted to the original corporate fiduciary.

Section 7. Benefits Solely for Designated Beneficiaries

We intend that all gifts made and all trusts created under this instrument benefit only the persons we have named or described in this instrument. We understand that, at the time a beneficiary's marriage or domestic partnership terminates, a court might determine that a gift or trust is for the benefit of the beneficiary's spouse or domestic partner as well as for the beneficiary. We expressly declare that no spouse, former spouse, or domestic partner of any beneficiary contributed to the acquisition of property disposed of under this instrument, and no such person is the object of our donative intent. We do not intend that any present or future spouse, former spouse, or domestic partner of any beneficiary, particularly of a beneficiary who is a child or other descendant of ours, receive any direct or indirect benefit whatsoever from any property in our probate estates or our trust estate. These statements should be considered as clear and convincing evidence of our intent.

Section 8. Governing Law

The validity and construction of this instrument shall be determined under Oregon law in effect on the date this instrument is signed. Oregon law shall continue to govern despite a change in the principal place of administration of any trust created under this instrument.

Section 9. Captions

The captions are inserted for convenience only. They are not a part of this instrument and do not limit the scope of the section to which each refers.

Section 10. No Contest Provision

If any beneficiary of our trust estate seeks through any court proceeding to contest the validity of this instrument or any of its provisions, any share or interest in our trust estate given to that beneficiary under this instrument is hereby revoked. That share or interest shall be disposed of under this instrument as if that beneficiary and his or her descendants did not survive either of us or, if the beneficiary is not a natural person, as if the beneficiary had ceased to exist without successors or assigns.

This agreement is executed on this 18TH day of MAY, 2016.

SETTLORS:

Rodney D. Harris

Bonnie L. Harris

TRUSTEES:

Rodney D. Harris

Bonnie L. Harris

STATE OF OREGON)

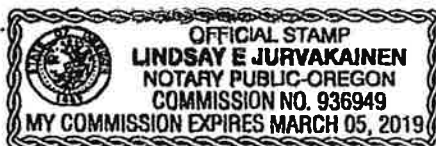
) ss.

County of Columbia)

This instrument was acknowledged before me on the 18TH day of May, 2016, by Rodney D. Harris and Bonnie L. Harris as settlors and trustees.

[Signature]
Notary Public for Oregon

My commission expires: 3/5/19



SCHEDULE A

Real Property:

1. Home located at 1875 6th Street, Columbia City, Oregon, legally described as follows:

Lot 2, Block 2, Riverview Heights, Columbia County, Oregon.

2. Kootenai County, Idaho property legally described as follows:

PIONEER PARK ADD, LT 12 BLK 2, INT IN PVT RD



IDAHO DEPARTMENT OF
WATER RESOURCES

Northern Region • 7600 N Mineral Drive, Suite 100 • Coeur D'Alene, ID 83815-7763
Phone: 208-762-2800 • Fax: 208-762-2819 • Email: northerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

October 21, 2021

HARRIS REVOCABLE LIVING TRUST
PO BOX 416
CLATSKANIE OR 97016-0416

Re: Change in Ownership for Water Right No(s): 95-882

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 762-2813.

Sincerely,


Natalie Steading
Tech Records Specialist 1

Enclosure(s)