

RECEIVED

Form 12-248/42-1409(6)-Rev. 1/15

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MAR 29 2021

FEB 18 2021

IDWR/NORTH

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?
DE 98-4033	Yes ☒	Yes ☐		Yes ☐	Yes ☐
↳ 98-8040	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Jim Stippich - last landowner - Harry Harnpel - statutory claim
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Patricia HART - The Patricia Ann Hart Revocable Water
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or trust
- 74649 Highway 2 Mailing address Moyle Springs City Id State 83845 ZIP
- 208 267 2669 Telephone HARTPAT HART@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: _____
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: [Signature] Signature of new owner/claimant [Signature] Title, if applicable March 24, 2021 Date
- Signature: _____ Signature of new owner/claimant _____ Title, if applicable _____ Date _____

For IDWR Office Use Only:

Received by JA Date 2-18-21 Receipt No. N036734 Receipt Amt. 100.00

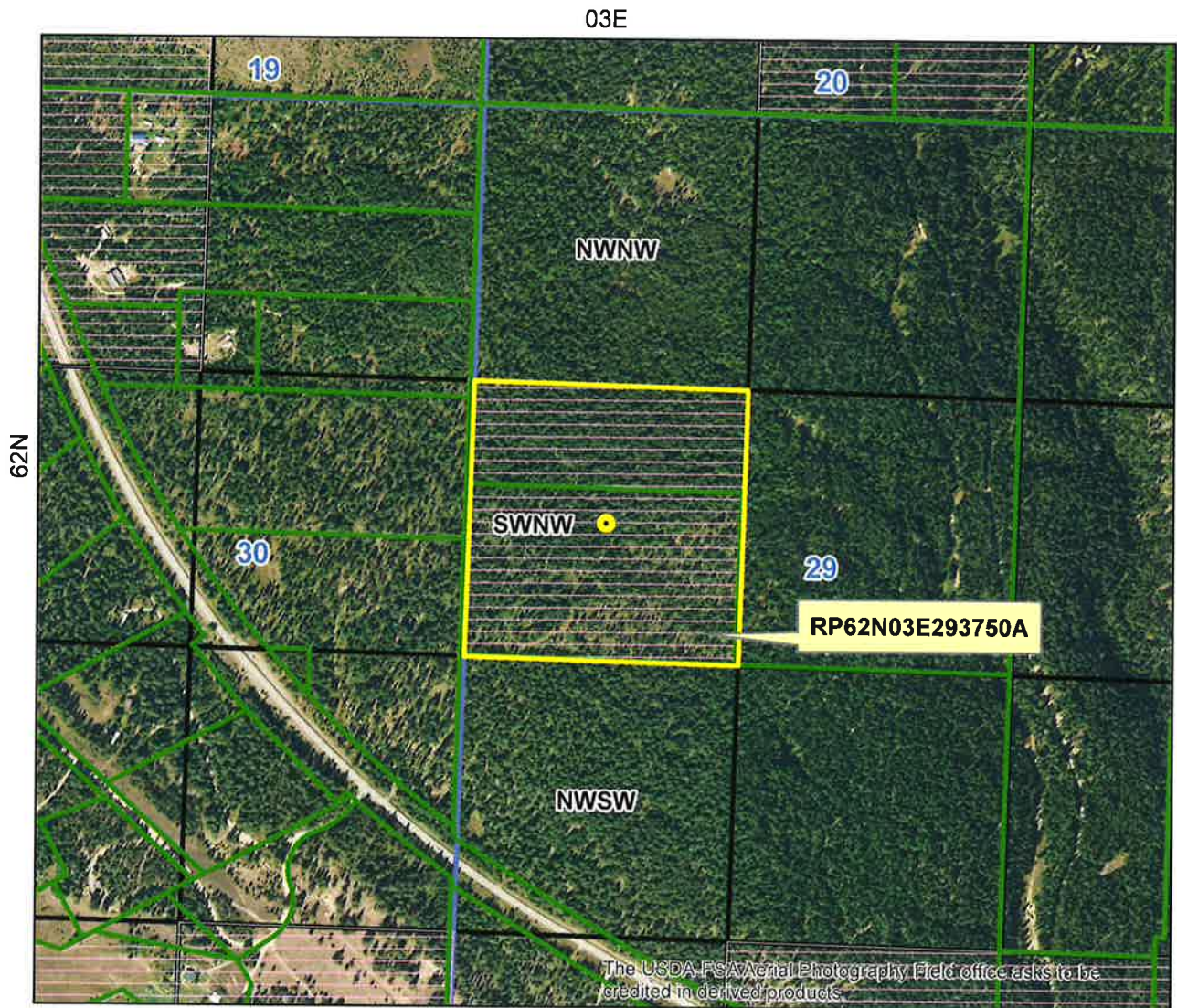
Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by _____ Processed by NS Date 4-5-21

State of Idaho
Department of Water Resources

Notice Of Change In Water Right Ownership

98-4033



- Point of Diversion
- Place Of Use Boundary
- PLS Sections
- Quarter Quarters
- Taxlots

0 0.1 0.2 0.4 Miles



Tax parcel information provided by Boundary County.

0160402

WARRANTY DEED

For Value Received **JAMES STIPPICH and DONNA STIPPICH,**
husband and wife

the grantor s, do hereby grant, bargain, sell and convey unto

PATRICIA ANN HART, an unmarried woman AND DAN MISCIAGNA, an unmarried man AS
JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP, whose current address is RCR 62 Box 94 Moyle Springs, Id 83845

the following described premises, in **Boundary** County Idaho, to-wit:

A tract of land situate in the Southwest Quarter of the Northwest Quarter of Section 29, Township 62 North, Range 3 East, Boise Meridian, Boundary County, Idaho, more particularly described as follows:

Starting at the West Quarter corner of said Section 29; thence Northerly along the Section line, a distance of 825 feet; thence Easterly parallel to the North Section line, a distance of 1320 feet; thence Southerly and parallel to the West Section line, to the Quarter line; thence Westerly along the Quarter line to the Point of Beginning.

SUBJECT TO easements, rights of way, reservations, restrictions, conditions and covenants now of record; and easements and rights of way of view.

TOGETHER with all timber now on said parcel.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, her heirs and assigns forever. And the said Grantor s do hereby covenant to and with the said Grantee, that the y are the owners in fee simple of said premises; that they are free from all incumbrances

and that t hey will warrant and defend the same from all lawful claims whatsoever.

Dated:

James Stippich
JAMES STIPPICH

Donna Stippich
DONNA STIPPICH

STATE OF IDAHO, COUNTY OF **Boundary**

On this *10th* day of *Jan.*, 19*90*, before me, a notary public in and for the said State, personally appeared

James Stippich and Donna Stippich, proved to me on the basis of satisfactory evidence or are

known to me to be the persons whose name s are subscribed to *the* within instrument, and acknowledged to me that *they* executed the same.

Eric J. Ekstrom
Notary Public
Residing at **Bonnars Ferry,** Idaho
Comm. Expires **3-9-93**

STATE OF IDAHO, COUNTY OF **Boundary**

I hereby certify that this instrument was filed for record at the request of *First American Title*

at *49* minutes past *9:00* o'clock *A* M., this *12th* day of *January*, 19*90*, in my office, and duly recorded in Book *74* of Deeds at Page *218*

Ex-Officio Recorder

By *D. Suber* Deputy.

Fees \$*7.00*
Mail to: *Patco*

188501

Notice: This is a legally binding document. Consult your attorney if you do not understand any part of it.

QUITCLAIM DEED

THIS QUITCLAIM DEED is made on the 3rd day of March, 1998,
by and between, DANIEL J. MISCIAGNA ("First Party")
whose residence and/or mailing address is PO BOX 980 PRAIRIES FERRY ID 83805
and PATRICIA ANN HART ("Second Party")
whose residence and/or mailing address is HCR 62 BOX 94 MOYE SPRINGS ID 83845

In consideration for the sum of \$0 DOLLARS
(\$ 0) paid by the Second Party, the First Party does hereby remise, release and forever quitclaim to the
Second Party any right, title, interest and claim which the First Party has in and to the following described real
property, together with any improvements thereon:

Description of Property (including any improvements)

62N-C3E-29 (25 acres) improvements -
tax # 4

#1's Brownacchi office

62N-C3E-29 3750 A

004-08 - RD 62N-C3E-29 2410 T

Add release of Dower, Curtesy or other Spousal Rights, if applicable:

N/A

STATE OF IDAHO
County of Boundary

Filed for record at the request of
Patricia A. Hart
on the 3 day of March, 1998, at 11:50
o'clock A. M., and recorded in Book 119
of Inst. on page 500

Kris Larson
County Recorder

By J. Isaac Deputy

Fee \$ 6.00 pd.

Mailed to HCR 62 BOX 94
Moye Springs, ID 83845

TO HAVE AND TO HOLD the above described property unto the Second Party, and the Second Party's
executors, administrators, successors and assigns forever.

It is understood that this conveyance is made without covenants or warranties of any kind, either express or implied.

IN WITNESS WHEREOF, the First Party has signed and sealed this Quitclaim Deed on the above date.

Witnesses:

First Party

Second Party

(L.S.)

(L.S.)



STATE OF Idaho)

COUNTY OF Boundary) SS:

On March 3, 1998 before me, Gracie Isaac
(date)

(name and title of officer taking Acknowledgement)

, personally appeared Patricia Ann Hart and

Daniel Misciagna

(name(s) of person(s) signing instrument)

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Gracie Isaac

Signature

11-15-1999

Read the instructions and other important information on the package. When using this form you will be acting as your own attorney since Rediform, its advisors and retailers do not render legal advice or services. Rediform, its advisors and retailers assume no liability for loss or damage resulting from the use of this form.

QUITCLAIM DEED

Dated:

THE PATRICIA ANN HART REVOCABLE INTER VIVOS TRUST

The settlor of this trust, made on 5 day of December, 2017 is PATRICIA ANN HART, of 74649 Highway 2, Moyie Springs, ID 83845, County of Boundary, State of Idaho.

The initial (original) trustee of this trust is PATRICIA ANN HART, of 74649 Highway 2, Moyie Springs, ID 83845, County of Boundary, State of Idaho.

Section I.

Transfer in Trust

The Settlor has transferred and delivered to Trustees: all of the property described in Schedule A, attached and incorporated by this reference. Such property and all property subsequently added to this Trust shall constitute the Trust estate, and shall be held, managed and distributed as provided in this instrument.

Section II.

Distribution of Trust Principal and Income

The Trustee shall hold, manage, invest and reinvest the Trust estate and shall collect any income therefrom and shall dispose of the net income and principal as follows:

During lifetime of the Settlor

During the lifetime of the Settlor, the Trustee may pay to or apply for the benefit of the Settlor all of the net income from the Trust.

During the lifetime of the Settlor, the Trustee may pay to or apply for the benefit of the Settlor, such sums from the principal of this Trust as her sole discretion shall be necessary or advisable from time to time for purposes including, but not limited to: medical care; comfortable maintenance; and welfare of the Settlor, taking into consideration to the extent the Trustees deem advisable, any other income or resources of the Settlor known to the Trustees.

After death of the Settlor

Upon the death of the Settlor, the remaining Trust assets shall be held in trust for the benefit of the following contingent beneficiaries, under the following terms:

ALICIA HART DOB 05/12/1981

LUCAS HART DOB 06/14/1983

TYLER HART DOB 11/09/1984

If any of the aforementioned Contingent Beneficiaries has predeceased the Settlor, then the Trust assets of that Contingent Beneficiary shall be held in trust for the benefit of the following person as follows:

- a. If the predeceased Contingent Beneficiary is survived by issue, then to said issue per stirpes.
- b. If the predeceased Contingent Beneficiary is not survived by issue, then to the surviving Contingent Beneficiaries in equal shares.

No spouse of a predeceased beneficiary shall receive an interest in Trust assets, unless Settlor previously have modified this agreement to provide for such interest.

Section III.

Special Provisions.

SUB SECTIONS "A" AND "B" BELOW

Only apply to the approximately 74 ½ acers of land, belonging to the Trust, which is located in Sections 29 and 30, Township 62 North, Range 3 Ease, Boise Meridian, Boundary County, Idaho.

A. Forest Management

- a. The forest shall be managed in accordance with the existing forest management plan which is incorporated by reference herein.

B. Account for the repairs and maintenance of the home and property

- a. The personal property of the Trust, both tangible and non-tangible, shall be liquidated at the discretion of the Successor Trustee and Ten Thousand Dollars (\$10,000.00) shall be set aside in a Trust account for repairs and maintenance of the home and property. The Trustee shall aspire to maintain a balance of Ten Thousand Dollars (\$10,000.00) in this account. The to replenish this fund the Trustee is instructed to place all monies from rents, after taxes and expenses, into said repair and maintenance account.
- b. From time to time, at the discretion of the Trustee, any amounts in excess of Ten Thousand Dollars (\$10,000.00) may be distributed to the Contingent Beneficiaries.
- c. Proceeds from the harvesting of any timber, in accordance with the existing forest management plan, shall also be used to replenish the maintenance and repair account.

C. Managing investment and retirement funds.

a. The Settlor prefers that tax management on all qualified funds controlled by this trust be managed by the trustee due to extenuating circumstances and the need for flexibility therein. To the extent possible, all taxation on any qualified retirement funds shall be managed by the trustee as allowed by the Internal Revenue Service and Idaho state tax law. The beneficiary, annuitant, beneficiary or receiver of qualified retirement funds conveyed by the grantor, their custodian, financial house or holder of the funds, shall defer to this section for the purposes of favored management of taxation for the estate whenever possible as allowed under the policy of the custodian, financial house or holder of the funds.

D. Successor Trustee may not subdivide the real property belonging to the Trust, nor may they build any new roads or buildings thereon (Except in the one acer surrounding the existing home on the property) nor may the Trustee grant any easements of any kind which would burden the estate. The trustee may lease or rent the property out. In addition to the forest management plan, trustee will ensure that the real property be maintained in the following manner:

- 1) Kept reasonably free from litter;
- 2) All chronically non-operational vehicles are prohibited from the property;
- 3) No shop located on the property shall be used by a remainder beneficiary without the consent of settler, or written consent of all beneficiaries.
- 4) No subleasing of the property will be permitted.

E. Wishes of the Settlor:

It is the Settlor's desire that the Contingent Beneficiaries would make a good faith effort to lease the property out, either long term or for short term periods. It would further be my wish that if the Contingent Beneficiaries chose to sell the real property that they would include either a conservation easement or a deed restriction against subdividing the real property.

Section IV.

Lapse

If any beneficiary and Settlor should die under such circumstances as would render it doubtful whether the beneficiary or Settlor died first, then it shall be conclusively presumed for the purposes of this Trust that said beneficiary predeceased the Settlor.

Section V.

Spendthrift Provision

This is a spendthrift trust; that is, to the fullest extent permitted by law, no interest in the income or principal of this trust may be voluntarily or involuntarily transferred by any beneficiary before payment or delivery of the interest by the Trustee(s).

Section VI.

Revocation and Amendment of Trust

Modification or alteration of Trust during the lifetime of the Settlor

During the life of the Settlor, Settlor reserves the right to modify or alter this instrument in whole or in part without the consent of the Trustee or any beneficiary. Further, the Settlor shall have the exclusive right at any time by instrument in writing signed by the Settlor and delivered to the Trustee, to modify or alter this instrument

Cancellation or annulment of Trust during the lifetime of the Settlor

The Settlor also reserves and shall have the right during her lifetime, by instrument in writing signed the Settlor and delivered to the Trustee, to cancel and annul this Trust without the consent of the Trustee or any beneficiary hereof. Settlor expressly reserves the right to appoint successor trustees, replace present Trustee and change the beneficiaries or the rights to property due any beneficiary.

Distribution of Trust estate upon revocation of Trust by the Settlor

Upon revocation by the Settlor, the Trust estate shall be paid to Settlor. Upon revocation the Trustee shall execute the necessary and appropriate instruments to release all of Trustee's interest in the Trust and deliver such instruments to the Settlor.

Section VII.

Additions to Trust

The Settlor shall have the right at any time to add to the Trust created by this instrument other property as is acceptable to Trustee. Such property, when received and accepted by the Trustee, shall become a part of the Trust estate of this Trust.

Section VIII.

Powers of Original Trustee

In addition to any powers granted under applicable law or otherwise, and not in limitation of such powers, but subject to any rights and powers which may be reserved

expressly by the Settlor in this instrument, the original Trustee is authorized to exercise the following powers in Trustees sole and absolute discretion:

- (1) to collect, hold, and retain Trust assets received from Settlor until, in the judgment of the Trustee, disposition of the assets should be made; and the assets may be retained even though they include an asset in which the Trustee is personally interested;
- (2) to receive additions to the assets of the Trust;
- (3) to continue or participate in the operation of any business or other enterprise, and to effect incorporation, dissolution, or other change in the form of the organization of the business or enterprise;
- (4) to acquire an undivided interest in a Trust asset in which the Trustee, in any trust capacity, holds an undivided interest;
- (5) to invest and reinvest Trust assets in accordance with the provisions of the Trust or as provided by law;
- (6) to deposit Trust funds in a bank, including a bank operated by the Trustee;
- (7) to acquire assets, including real estate, in the name of the Trust, and to sell, convey or dispose of an asset, for cash or on credit, at public or private sale; and to manage, develop, improve, exchange, partition, change the character of, or abandon a Trust asset or any interest therein; and to encumber, mortgage, or pledge a Trust asset for a term within or extending beyond the term of the Trust, in connection with the exercise of any power vested in the Trustee;
- (8) to make ordinary or extraordinary repairs or alterations in buildings or other structures, to demolish any improvements, to raze existing or erect new party walls or buildings;
- (9) to subdivide, develop, or dedicate land to public use; or to make or obtain the vacation of plats and adjust boundaries; or to adjust differences in valuation on exchange or partition by giving or receiving consideration; or to dedicate easements to public use without consideration;
- (10) to enter for any purpose into a lease as lessor or lessee with or without option to purchase or renew for a term within or extending beyond the term of the Trust;
- (11) to enter into a lease or arrangement for exploration and removal of minerals or other natural resources or enter into a pooling or unitization agreement;
- (12) to grant an option involving disposition of a Trust asset, or to take an option for the acquisition of any asset;
- (13) to vote a security, in person or by general or limited proxy;
- (14) to pay calls, assessments, and any other sums chargeable or accruing against or on account of securities;
- (15) to sell or exercise stock subscription or conversion rights; to consent, directly or through a committee or other agent, to the reorganization, consolidation, merger, dissolution, or liquidation of a corporation or other business enterprise;
- (16) to hold a security in the name of a nominee or in other form without disclosure of the Trust, so that title to the security may pass by delivery, but the Trustee is liable for any act of the nominee in connection with the stock so held;
- (17) to insure the assets of the Trust against damage or loss, and the Trustee against liability with respect to third persons;

- (18) to borrow money to be repaid from Trust assets or otherwise; to advance money for the protection of the Trust, and for all expenses, losses, and liability sustained in the administration of the Trust or because of the holding or ownership of any Trust assets, for which advances with any interest the Trustee has a lien on the Trust assets as against the beneficiary;
- (19) to pay or contest any claim; to settle a claim by or against the Trust by compromise, arbitration, or otherwise; and to release, in whole or in part, any claim belonging to the Trust to the extent that the claim is uncollectible;
- (20) to pay taxes, assessments, compensation of the Trustee, and other expenses incurred in the collection, care, administration, and protection of the Trust;
- (21) to allocate items of income or expense to either Trust income or principal, as provided by law, including creation of reserves out of income for depreciation, obsolescence, or amortization, or for depletion in mineral or timber properties;
- (22) to pay any sum distributable to a beneficiary under legal disability, without liability to the Trustee, by paying the sum to the beneficiary or by paying the sum for the use of the beneficiary either to a legal representative appointed by the court, or if none, to a relative;
- (23) to effect distribution of property and money in divided or undivided interests and to adjust resulting differences in valuation;
- (24) to employ persons, including attorneys, auditors, investment advisors, or agents, even if they are associated with the Trustee, to advise or assist the Trustee in the performance of his administrative duties; to act without independent investigation upon their recommendations; and instead of acting personally, to employ one or more agents to perform any act of administration, whether or not discretionary;
- (25) to prosecute or defend actions, claims, or proceedings for the protection of Trust assets and of the Trustee in the performance of his duties;
- (26) to execute and deliver all instruments which will accomplish or facilitate the exercise of the powers vested in the Trustee.

Section IX.

Powers of Successor Trustees

In addition to any powers granted under applicable law or otherwise, and not in limitation of such powers, but subject to any rights and powers which may be reserved expressly by the Settlor in this instrument, the Successor Trustee is authorized to exercise the following powers in Successor Trustee sole and absolute discretion.

- (1) to collect, hold, and retain Trust assets received from Settlor;
- (2) to receive additions to the assets of the Trust;
- (3) to continue or participate in the operation of any business or other enterprise, and to effect incorporation, dissolution, or other change in the form of the organization of the business or enterprise;
- (4) to acquire an undivided interest in a Trust asset in which the Trustee, in any trust capacity, holds an undivided interest;
- (5) to invest and reinvest Trust assets in accordance with the provisions of the Trustor

- as provided by law;
- (6) to deposit Trust funds in a bank, including a bank operated by the Trustee;
 - (7) to make ordinary or extraordinary repairs or alterations in buildings or other structures, to demolish any improvements, to raze existing or erect new party walls buildings;
 - (8) to vote a security, in person or by general or limited proxy;
 - (9) to pay calls, assessments, and any other sums chargeable or accruing against or on account of securities;
 - (10) to sell or exercise stock subscription or conversion rights; to consent, directly or through a committee or other agent, to the reorganization, consolidation, merger, dissolution, or liquidation of a corporation or other business enterprise;
 - (11) to hold a security in the name of a nominee or in other form without disclosure of the Trust, so that title to the security may pass by delivery, but the Trustee is liable for any act of the nominee in connection with the stock so held;
 - (12) to insure the assets of the Trust against damage or loss, and the Trustee against liability with respect to third persons;
 - (13) to borrow money to be repaid from Trust assets or otherwise; to advance money for the protection of the Trust, and for all expenses, losses, and liability sustained in the administration of the Trust or because of the holding or ownership of any Trust assets, for which advances with any interest the Trustee has a lien on the Trust assets as against the beneficiary;
 - (14) to pay or contest any claim; to settle a claim by or against the Trust by compromise, arbitration, or otherwise; and to release, in whole or in part, any claim belonging to the Trust to the extent that the claim is uncollectible;
 - (15) to pay taxes, assessments, compensation of the Trustee, and other expenses incurred in the collection, care, administration, and protection of the Trust;
 - (16) to allocate items of income or expense to either Trust income or principal, as provided by law, including creation of reserves out of income for depreciation, obsolescence, or amortization, or for depletion in mineral or timber properties;
 - (17) to pay any sum distributable to a beneficiary under legal disability, without liability to the Trustee, by paying the sum to the beneficiary or by paying the sum for the use of the beneficiary either to a legal representative appointed by the court, or if none, to a relative;
 - (18) to effect distribution of property and money in divided or undivided interests and to adjust resulting differences in valuation;
 - (19) to employ persons, including attorneys, auditors, investment advisors, or agents, even if they are associated with the Trustee, to advise or assist the Trustee in the performance of his administrative duties; to act without independent investigation upon their recommendations; and instead of acting personally, to employ one or more agents to perform any act of administration, whether or not discretionary;
 - (20) to prosecute or defend actions, claims, or proceedings for the protection of Trust assets and of the Trustee in the performance of his duties;
 - (21) to execute and deliver all instruments which will accomplish or facilitate the exercise of the powers vested in the Trustee.

Section X.

Compensation of Trustees

Both original Trustee and Successor Trustee(s) are to serve without compensation.

Section XI.

Successor Trustees

In the event that the original Trustee has died or has become unwilling or incapable of continuing to perform her duties as Trustee, then ALICIA ANN HART, LUCAS HART AND TYLER CHARLES HART are appointed as Co-Successor Trustees. The Successor Co-Trustees shall make decisions regarding Trust assets mutually, and together they shall have the power to do all acts, institute all proceedings, and exercise all rights, powers, and privileges detailed in Section IX. However, if one of the Successor Co-Trustees resigns or becomes physically or mentally incapable of acting as Trustee, the remaining Successor Co-Trustees shall continue to function as Co-Trustees and have the power to do all acts, institute all proceedings, and exercise all rights, powers and privileges detailed in Section IX, subject always to the fiduciary standards to which a trustee is held under the governing law. If two of the Successor Co-Trustees resigns or becomes physically or mentally incapable of acting as Trustee, then the remaining Trustee shall have sole power to do all acts, institute all proceedings, and exercise all rights, powers and privileges detailed in Section IX, subject always to the fiduciary standards to which a trustee is held under the governing law.

The Successor Trustee shall make decisions regarding Trust assets, and shall have the power to do all acts, institute all proceedings, and exercise all rights, powers, and privileges detailed in Section IX.

Section XII.

Termination of Trust

Notwithstanding any provision to the contrary, the Trust created by this instrument shall cease and terminate no more than 20 years after the death of the Settlor and all issue of Settlor living as of the date of this agreement. Upon termination, Trustee shall distribute the Trust estate as it shall then be constituted, together with any unpaid net income, to those beneficiaries then entitled to the income from the Trust estate in the same proportions in which they are entitled to such income.

Section XIII.

Acceptance of Trust; Governing Law

The Trust created by this instrument has been accepted by Trustees in the State of Idaho and will be administered by Trustees in that state. The validity, construction and all rights under this agreement shall be governed by the laws of the State of Idaho.

Section XIV.

Severability

In the event that any provision of this agreement is or becomes invalid or unenforceable, the remaining provisions of the agreement shall be, and continue to be, fully effective.

Section XV

Contesting of the Trust

If any beneficiary of this Trust or any trust created under this Trust, alone or in conjunction with any other person engages in any of the following actions, the right of the beneficiary to take any interest given to the beneficiary under this Trust or any trust created under this Trust will be determined as it would have been determined as if the beneficiary predeceased me without leaving any surviving descendants.

Contests by a claim of undue influence, fraud, menace, duress or lack of testamentary capacity, or otherwise objects in any court to the validity of:

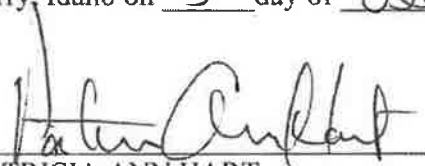
- this Trust;
- any trust created under the terms of this Trust;
- the Settlor's Will; or
- any beneficiary designation of an annuity, retirement plan, IRA, Keogh, pension or profit sharing plan or insurance policy signed by me, (collectively referred to hereafter in this Section as Document or Documents) or any amendments or codicils to any Document.

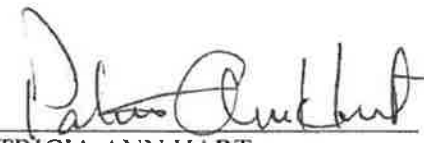
Seeks to obtain adjudication in any court proceeding that a Document or any of its provisions is void, or otherwise seeks to void, nullify or set aside a Document or any of its provisions. Files suit on a creditor's claim filed in a probate of my estate against the

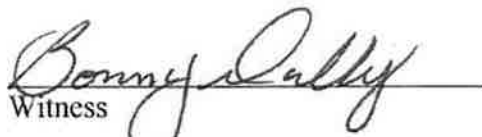
Trust estate, or any other Document, after rejection or lack of action by the respective fiduciary. Files a petition or other pleading to change the character (community, separate, joint tenancy, partnership, domestic partnership, real or personal, tangible or intangible) of property already so characterized by a Document. Files a petition to impose a constructive trust or resulting trust on any assets of the Trust estate. Participates in any of the above actions in a manner adverse to the Trust estate, such as conspiring with or assisting any person who takes any of the above actions. My Trustee may defend, at the expense of the Trust estate, any violation of this Section. A contest includes any action described above in an arbitration proceeding, but does not include any action described above solely in a mediation not preceded by a filing of a contest with a court.

In witness of the above, the Settlor and Trustee has executed this agreement at Bonners

Ferry, Idaho on 5 day of December, 2017.


PATRICIA ANN HART
as Settlor


PATRICIA ANN HART
as Trustee

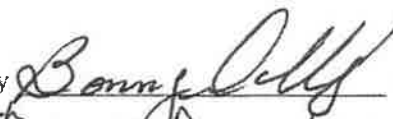
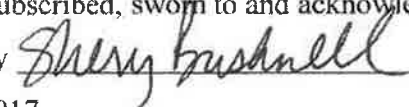

Witness

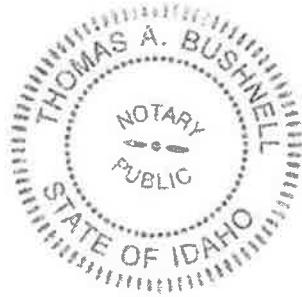

Witness

STATE OF IDAHO :

SS

County of Boundary :

Subscribed, sworn to and acknowledged before me by  and
by  witnesses this 5th day of December,
2017.



Thomas A. Bushnell

Notary Public for Idaho
Residing at Bonners Ferry
My Comm. Expires:

STATE OF IDAHO :
County of Boundary : ss

Subscribed, sworn to and acknowledged before me by PATRICIA ANN HART, as Settlor and Trustee of the Trust, this 5th day of December, 2017.



Thomas A. Bushnell

Notary Public for Idaho
Residing at Bonners Ferry
My Comm. Expires: 10/13/2022

SCHEDULE A

PARCEL 1

A Tract of land situated in the Southwest Quarter of the Northwest Quarter of Section 29, Township 62 North, Range 3 East, Boise Meridian, Boundary County, Idaho, more particularly described as follows:

Starting at the West Quarter corner of said Section 29; thence Northerly along the Section line, a distance 825 feet; thence Easterly parallel to the North Section line, a distance of 1320 feet; thence Southerly and parallel to the West Section line, to the Quarter line; thence Westerly along the Quarter line to the Point of Beginning.

PARCEL 2

A portion of land situate in Northeast Quarter of Section Thirty (30), Township, Sixty-Two (62) North, Range Three 9#) East, Boise Meridian, more particularly described as follows:

COMMENCING at the Section corner common to Sections Nineteen (19), Twenty (20), Twenty-Nine (29) and Thirty (30), Township Sixty-Two (62) North, Range Three (3) East, Boise Meridian; Thence South 0°12'34" East a distance of 1410.59 feet to a point, said point being marked with a ½ inch rebar with yellow cap and said point being the POINT OF TRUE BEGINNING; Thence South 0°12'34" East a distance of 681.33 feet to a point, said point being marked with a ½ inch rebar with yellow cap; Thence South 89°59'22" West a distance of 1388.14 feet to a point, said point being marked with a ½ inch rebar with yellow cap; Thence North 24°54'09" West a distance of 792.12 feet to a point, said point being marked with a ½ inch rebar with yellow cap; Thence North 89°59'22" East a distance of 1788.55 feet to the POINT OF BEGINNING.

PARCEL 3

A portion of land situated in the East Half of Section Thirty (30), Township, Sixty-Two (62) North, Range Three (3) East, Boise Meridian, more particularly described as follows:

COMMENCING at the Section corner common to Sections Nineteen (19), Twenty (20), Twenty-Nine (29), and Thirty (30), Township Sixty-Two (62) North, Range Three (3) East, Boise Meridian; Thence South 0°12'34" East a distance of 2091.92 feet to a point, said point being marked by a ½ inch re-bar with yellow cap and said point being the POINT OF BEGINNING; Thence South 0°12'34" East a distance of 560.00 feet to a point, said point being a Concrete Monument; Thence South 0°14'24" East a distance of 845.83 feet to a point, said point being marked with ½ inch re-bar with yellow cap; Thence North 24°54'09" West a distance of 1989.77 feet to a point, said point being

[illegible]

[Faint, illegible handwritten notes]

[illegible]

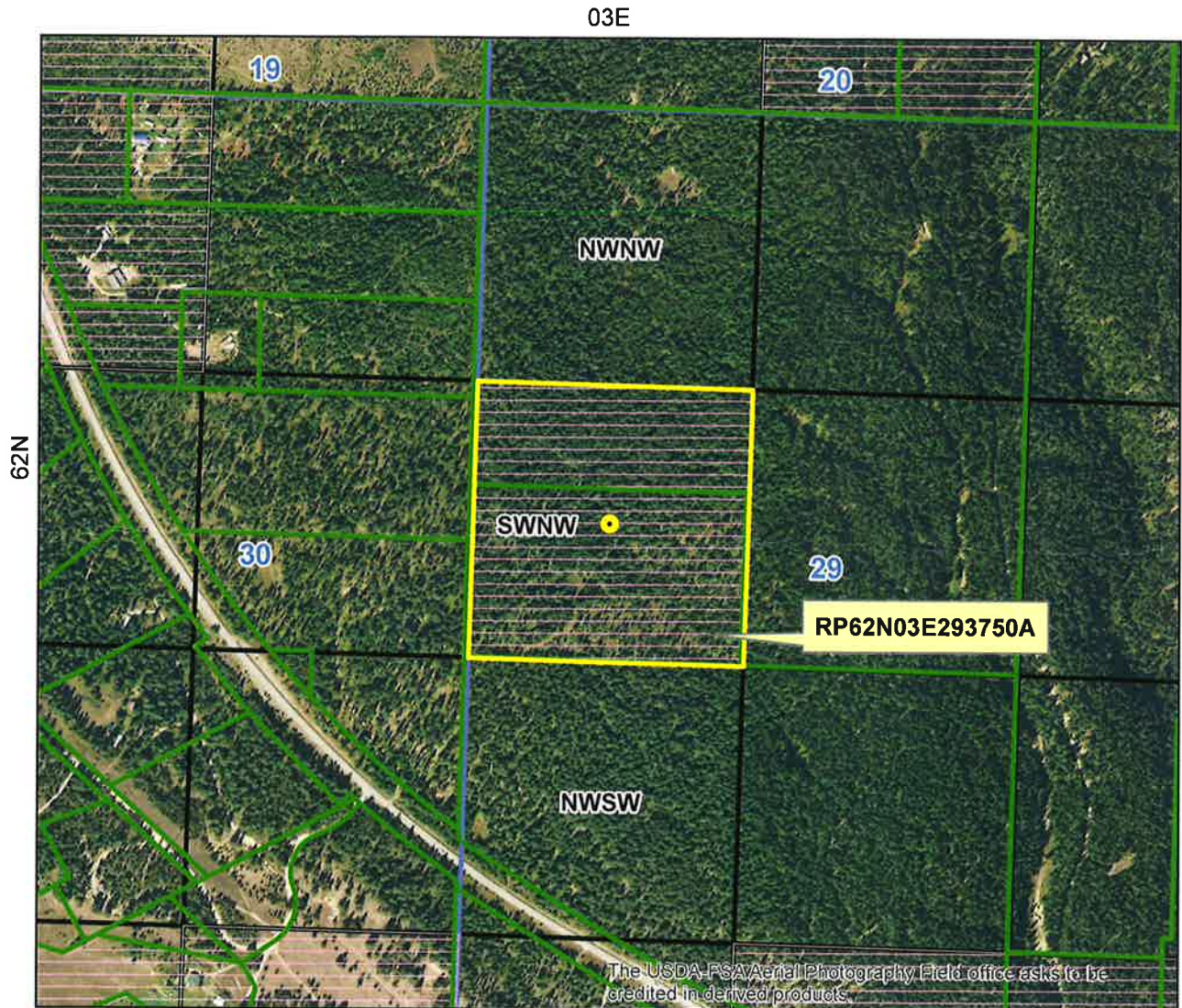
1. The first part of the document is a list of names and their corresponding addresses. The names are listed in the first column, and the addresses are listed in the second column. The names are: John Doe, Jane Smith, and Bob Johnson. The addresses are: 123 Main St, 456 Elm St, and 789 Oak St.

marked by a ½ inch re-bar with yellow cap; Thence North 89°59'22" East a distance of 1388.14 feet to the POINT OF BEGINNING.

State of Idaho
Department of Water Resources

Statutory Claim

98-4033



- Point of Diversion
- Place Of Use Boundary
- PLS Sections
- Quarter Quarters
- Taxlots

0 0.1 0.2 0.4 Miles



Tax parcel information provided by Boundary County.