

RECEIVED

DEC 20 2019

DWR / NORTH

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT
To appropriate the public waters of the State of Idaho
No. 95-17892

1. Applicant(s)

GFR99 TRUST
15183 N MORGAN LN
HAYDEN ID 83835-5161
208-755-6417, SHAUN.JOSHI@GMAIL.COM

2. Representative(s) N/A**3. Source of Water Supply:**

Source : GROUND WATER

4. Location of Point(s) of Diversion:

Heading	Point of Diversion # 1
Source	GROUND WATER
Tributary of	
Township	52N
Range	03W
Section	33
Govt. Lot	
QQQ/QQ/Quarter	NW¼SE¼
County	KOOTENAI
Diversion Type	
Local name or Tag#	
Type and size of devices	EXISTING WELL SUPPLYING RESIDENTIAL. COW PASTURE HAS IRRIGATION WITH WHEEL AND HOSE SPRINKLER 50 FEET LONG.
Height of storage dam	
Active/ Total Reservoir capacity	
Dam Application required?	No
Proposed well diameter/ depth	6 inches / 1010 feet
Water Temp > 85°F?	No
Drilled Date	10/5/2016 12:00:00 AM
Drilling firm	HORSLEY DRILLING
Property Owner	Applicant
Access Arrangement Description	N/A

5. Water will be used for the following purposes:

Purposes	Season	Rate	Volume	Description
DOMESTIC	01/01 to 12/31	0.06 CFS		2 Home(s)
IRRIGATION	03/15 to 11/15	0.12 CFS		

6. Total quantity to be appropriated is (a) 0.12 cubic feet per second (cfs) and/or (b) Not Stated acre-feet / year (af).**7. Proposed diverting works:**

a. If an existing well, who was the well drilled for? Drilling Permit No.

8. Describe other proposed water uses : N/A**For Department Use**

Received by _____ Date _____ Time _____ Preliminary check by _____
Fee \$ _____ Receipted by _____ Receipt No. _____ Date _____

9. Description of place of use:**Place of Use: DOMESTIC**

Twp	Rng	Sec	NE				NW				SW				SE				No QQ	Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
52N	03W	33														X				

Place of Use: IRRIGATION

Twp	Rng	Sec	NE				NW				SW				SE				No QQ	Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
52N	03W	33														13.5				13.5

Total Acres: 13.5

10. Describe any other water rights used for the same purposes as described above. Include water delivered by a municipality, canal company, or irrigation district. If this application is for domestic purposes, do you intend to use this water, water from another source, or both, to irrigate your lawn, garden, and/or landscaping?

- 11.**
- Who owns the land to be irrigated or place of use?** Applicant.
 - If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing:**

12. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary.

THIS IS 1 PROPERTY OF 20 ACRES. 13 ACRES IN COW PASTURE THAT WILL REQUIRE IRRIGATION. 1.5 ACRES IS THE HOME SITE WHICH REQUIRES BOUNDARY IRRIGATION FOR FIRE SUPPRESSION.

13. Time required for completion of works and application of water to proposed beneficial use is 1 years (minimum 1 year).

14. MAP OF PROPOSED PROJECT REQUIRED - Attach an 8½" x 11" map or maps clearly identifying the proposed point of diversion, place of use, section #, township & range. The map scale shall not be less than two (2) inches equal to one (1) mile.

The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Signature of Applicant

GFR99 TRUST

Signature of Applicant

State of Idaho
Department of Water Resources
Application For Permit
95-17892

Domestic

03W

52N

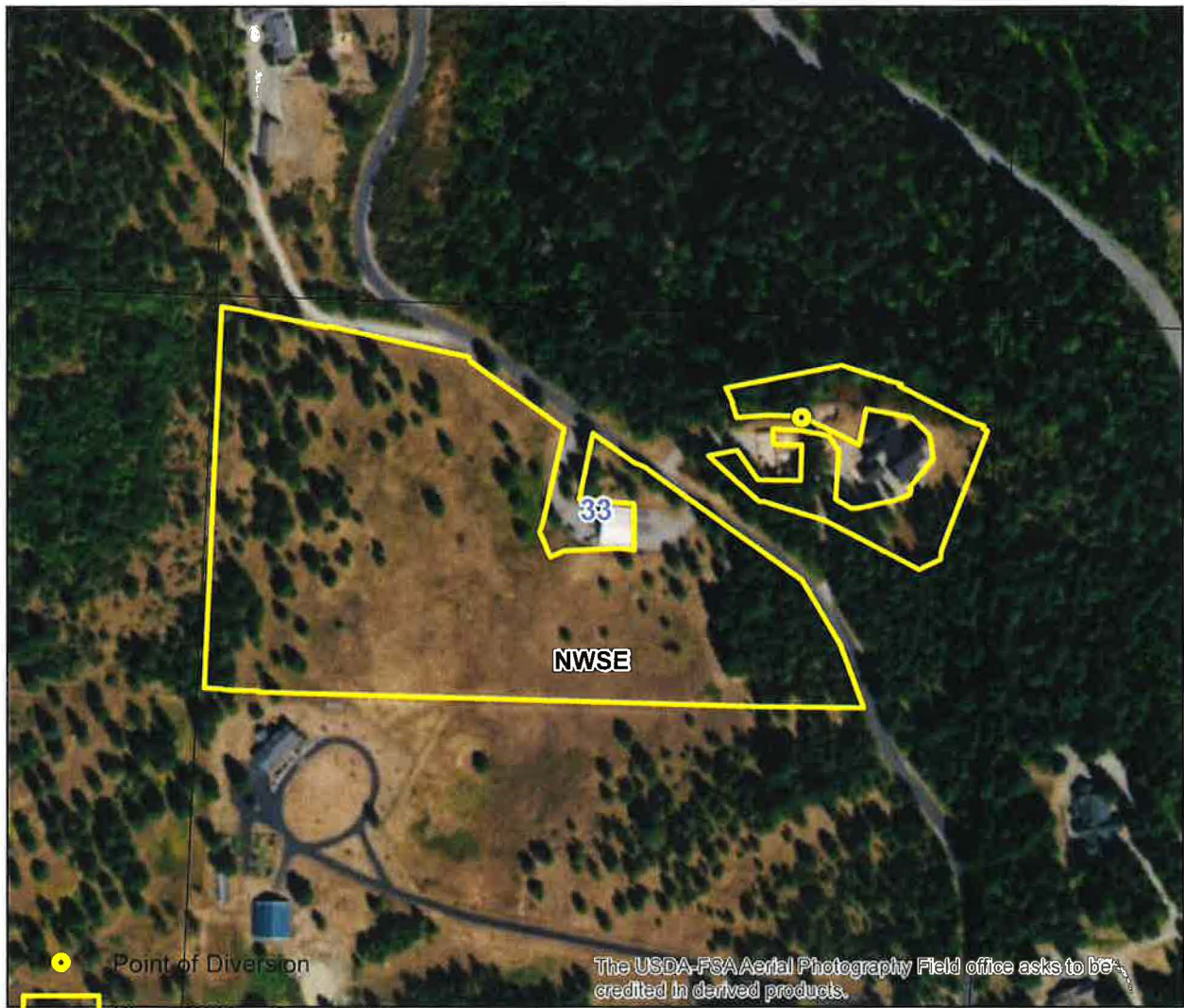


State of Idaho
Department of Water Resources
Application For Permit
95-17892

Irrigation

03W

52N



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

0 0.0375 0.075 0.15 Miles



OCT 10 2019

OCT 15 2019

DEPARTMENT OF WATER RESOURCES

IDWR / NORTH

IDWR / NORTH

APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name of applicant(s) Shaun and Camille Joshi / GFR99 Trust Phone 208-755-6417
 Name connector (check one): ☐ and ☐ or ☐ and/or
 Mailing address 15183 N MORGAN LANE City HAYDEN
 State ID ZIP 83835 Email SHAUN.JOSHI@GMAIL.COM
2. Name of representative, if any _____ Phone _____
 Mailing address _____ City _____
 State _____ ZIP _____ Email _____
- a. ☐ Send all correspondence for this application to the representative and not to the applicant OR
☐ Send original correspondence to the applicant and copies to the representative.
- b. ☐ The representative may submit information for the applicant but is not authorized to sign for the applicant OR
☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation.
3. Source of water supply Ground Well which is a tributary of _____
4. Location of point(s) of diversion:

Twp	Rge	Sec	Govt Lot	1/4	1/4	1/4	County	Source	Local name or tag #
52N	3W	33W		NW	SE		Kootenia	Ground	D0069976

5. Water will be used for the following purposes:
- Amount 0.24 for 10-15-19 Irrigation purposes from 3/15 to 11/15 (both dates inclusive)
 (cfs or acre-feet per year)
- Amount 0.04 for 10-15-19 Domestic purposes from 1/1 to 12/31 (both dates inclusive)
 (cfs or acre-feet per year)
- Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per year)
- Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per year)
6. Total quantity to be appropriated is (a) 0.28 cubic feet per second (cfs) and/or (b) _____ acre-feet per year (af).

7. Proposed diverting works:

- a. Describe type and size of devices used to divert water from the source.
Existing well supplying residential. Can feature hand irrigated with wheel and hose system 50 ft long.
- b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet. If the reservoir will be filled more than once each year, describe the refill plan in item 12. For dams 10 feet or more in height AND having a storage capacity of 50 acre-feet or more, submit a separate Application for Construction or Enlargement of a New or Existing Dam. Application required? ☐ Yes ☐ No
- c. Proposed well diameter is _____ inches; proposed depth of well is _____ feet.
- d. Is ground water with a temperature of greater than 85°F being sought? ☐ Yes ☐ No
- e. If well is already drilled, when? 5/6/2019; drilling firm Horsley Drilling, Inc.
 well was drilled for (well owner) Shaun and Camille Joshi; Drilling Permit No. 878609

For Department Use

Received by _____ Date _____ Time _____ Preliminary check by _____
 Fee \$ 250.00 Received by ea Receipt No. N035677 Date 10-10-19

8. Description of proposed uses (if irrigation only, go to item 9):
- Hydropower; show total feet of head and proposed capacity in kW. _____
 - Stockwatering; list number and kind of livestock. _____
 - Municipal; must complete and attach the Municipal Water Right Application Checklist.
 - Domestic; show number of households 1 (owner with main house and ALU unit) ALU is separate structure.
 - Other; describe fully. 10-15-11

9. Description of place of use:

- If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
52N	3W	33								1/4									12(Irrig)
52N	3W	33								1/4									1.5(D)

Total number of acres to be irrigated: 13.5

10. Describe any other water rights used for the same purposes as described above. Include water delivered by a municipality, canal company, or irrigation district. If this application is for domestic purposes, do you intend to use this water, water from another source, or both, to irrigate your lawn, garden, and/or landscaping? _____

11. a. Who owns the property at the point of diversion? GFR 99 Trust
- b. Who owns the land to be irrigated or place of use? Shaun and Camille Joshi / GFR99 Trust
- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: _____

12. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary. This is 1 property of 20 acres. 13 acres is a cow pasture that will require irrigation. 1.5 acre is the home site which requires boundary irrigation for fire suppression.

13. Time required for completion of works and application of water to proposed beneficial use is 1 years (minimum 1 year).

14. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½" x 11" map or maps clearly identifying the proposed point of diversion, place of use, section #, township & range. The map scale shall not be less than two (2) inches equal to one (1) mile.

The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Signature of Applicant

Shaun Joshi
Print Name (and title, if applicable)

Signature of Applicant

Camille Joshi
Print Name (and title, if applicable)

Application for Water Right



10/3/2019, 11:52:49 AM

15183 North Morgan Lane, 898.35

1:4,514

Areas



Override 1



Override 2

Lines



Override 1

Override 2

Override 3

Counties

Quarter Quarter



Section



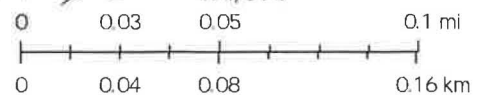
Township/Range



Idaho Outline



Idaho Mask



Esri, HERE, Garmin, (c) OpenStreetMap contributors, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Created by NRCS from 1:24,000 scale USGS topographic maps., Idaho Department of Water

Idaho Department of Water Resources

Created by NRCS from 1:24,000 scale USGS topographic maps | Idaho Department of Water Resources | USDA, Natural Resources Conservation Services | USDA FSA, DigitalGlobe, GeoEye | Esri



State of 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

Website: idwr.idaho.gov • Email: northerninfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

December 23, 2019

GFR99 TRUST
15183 N MORGAN LN
HAYDEN, ID 83835-5161

Application For Permit No. 95-17892

Dear Applicant(s):

The Department of Water Resources has received your water right application. Please refer to the number referenced above in all future correspondence regarding this application.

A legal notice of the application has been prepared and is scheduled for publication in the COEUR D ALENE PRESS on 1/2/2020 and 1/9/2020. Protests to this application may be submitted for a period ending ten (10) days after the second publication.

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the permit.

Please contact this office if you have any questions regarding the application.

Sincerely,

A handwritten signature in blue ink that reads 'Tammy Alleman'.

Tammy Alleman
Administrative Assistant

Alleman, Tammy

From: Alleman, Tammy
Sent: Monday, December 23, 2019 4:14 PM
To: 'LEGALS@CDAPRESS.COM'
Subject: Legal Notice
Attachments: Legal Notice for 95-17892 & 95-17902.doc

Please publish the enclosed legal notice in the **Coeur d'Alene Press** on the dates indicated **January 2nd and January 9th, 2020** (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately. Please send a proof once you have the article ready for print for our review.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before **January 21, 2020**. Your cooperation is appreciated.

Thank you,

Tammy

*Tammy Alleman
Administrative Assistant
Idaho Department of Water Resources
Email: Tammy.Alleman@idwr.idaho.gov
Phone: (208) 762-2800
Fax (208) 762-2819*

The following application(s) have been filed to appropriate the public waters of the State of Idaho:

95-17892

GFR99 TRUST
15183 N MORGAN LN
HAYDEN, ID 83835-5161
Point of Diversion NWSE
S33 T52N R03W
KOOTENAI County
Source GROUND WATER
Use: DOMESTIC
01/01 to 12/31 0.06 CFS
Use: IRRIGATION
03/15 to 11/15 0.12 CFS
Total Diversion: 0.12 CFS
Date Filed: 10/15/2019
Place Of Use: DOMESTIC
T52N R03W S33 NWSE
Place Of Use: IRRIGATION
T52N R03W S33 NWSE

95-17902

H J GRATHOL
23 CORPORATE PLAZA DR STE 245
NEWPORT BEACH, CA 92660-7991
Point of Diversion SESW
S10 T53N R03W
KOOTENAI County
Source GROUND WATER
Use: DIVERSION TO STORAGE
01/01 to 12/31 0.11 CFS
Use: IRRIGATION
04/01 to 10/31 0.11 CFS
Use: IRRIGATION FROM STORAGE
04/01 to 10/31 13.8 AF
Use: IRRIGATION STORAGE
01/01 to 12/31 14.4 AF
Total Diversion: 0.11 CFS
Date Filed: 12/4/2019
Place Of Use: IRRIGATION
T53N R03W S10
SWSW SESW
Place Of Use: IRRIGATION STORAGE
T53N R03 S10 SESW
Place Of Use: IRRIGATION FROM STORAGE
T53N R03W S10
SWSW SESW
Total Acres: 24

Permits will be subject to all prior water rights. For additional information concerning the property location, contact Northern Region office at (208) 762-2800. Protests may be submitted based on the criteria of Idaho Code § 42-203A. Any protest against the approval of this application must be filed with the Director, Dept. of Water Resources, Northern Region, 7600 N MINERAL DR STE 100, COEUR D'ALENE ID 83815-7763 together with a protest fee of \$25.00 for each application on or before 1/21/2020. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 1/2/2020 and 1/9/2020

Maxey, Shaun

From: gfr99 . <shaun.joshi@gmail.com>
Sent: Monday, December 23, 2019 1:10 PM
To: Maxey, Shaun
Subject: Re: Approval for Application 95-17892 maps

Shaun, we are in agreement of substituting the enclosed maps showing the locations for your Domestic and Irrigation Places of Use.

Please proceed.

Warmest wishes for a peaceful Xmas.

Shaun Joshi

On Mon, Dec 23, 2019 at 10:40 AM Maxey, Shaun <Shaun.Maxey@idwr.idaho.gov> wrote:

Mr. and Mrs. Joshi:

We are required to send out digital maps to other government agencies showing the Place of Use for each of the beneficial uses shown on your Application (95-17892). The current black and white map is a bit hard to read and may be difficult to review via the Internet.

Please reply via email to let me know if you approve of substituting the enclosed maps showing the locations for your Domestic and Irrigation Places of Use. We can get the legal notices in for the next available publication dates if you reply by e-mail today. Please telephone me to let me know what your decision is.

Thanks,

Shaun Maxey

IDWR (208) 762.2816

Maxey, Shaun

From: gfr99 . <shaun.joshi@gmail.com>
Sent: Wednesday, October 16, 2019 10:14 AM
To: Maxey, Shaun; Camille Joshi
Subject: Re: Application For Permit 95-17892
Attachments: Gfr99 Trust.pdf

Shaun, thank you for your help yesterday. It was much appreciated. Attached are the trust documents. My wife or I will stop by to complete any spots on the form as well.

Regards.

On Tue, Oct 15, 2019 at 4:44 PM Maxey, Shaun <Shaun.Maxey@idwr.idaho.gov> wrote:

Mr. Joshi:

Thanks for stopping by my office earlier today. Your Application For Permit has been assigned ID number 95-17892.

Please ask me to review the status of a \$125 well upgrade fee on your well (D0069976) when you stop by IDWR with a copy of the document naming you and/or Camille as trustees for the GFR 99 Trust. There is also one minor change involving the amount of area you intend to irrigate that I need to have you initial when you visit the office with the Trust document.

Thanks,

Shaun Maxey

IDWR (208) 762.2816

AFFIDAVIT OF OWNER - OCCUPIED PRIMARY RESIDENCE

GEO 3549

Single Family Dwelling []

Multi - Family Dwelling..... []

Apartment or Condominium..... []

Manufactured Home..... []

(Do you own your own land ☐ Yes ☐ No
If YES, do you have a detached garage ☐ Yes ☐ No)

Commercial Improvement with Living Quarters..... []

Joshua Shuman & Candella
Name of Owner (print last name first)

15183 N Morgan Ln
Mailing Address

Hamden ID 83835
City State Zip

NW NW SE
Subdivision Name Lot Block

candella.joshua@gmail.com
Email

FOR OFFICIAL USE ONLY	
HOMEOWNER'S EXEMPTION	KOOTENAI COUNTY ASSESSOR
<u>2618.00</u>	
<u>2019</u>	
Effective Year	
<u>FW</u>	
Deputy's Initials	

RECEIVED
NOV 05 2018

208-755-1417
Telephone Number

same
Street Address 126803

52 N 031W 32S 0000
Parcel Number

\$6,114
Purchase Price

x 2
Idaho Drivers License [☒ Yes [] No

PURCHASE DATE 12/15/15 DATE OF OCCUPANCY 3/1/18
Month Day Year Month Day Year

UNDER PENALTY OF PERJURY, I CERTIFY THAT, I AM THE OWNER, OR AM PURCHASING, AND OCCUPY AS MY PRIMARY DWELLING THE RESIDENTIAL IMPROVEMENT AS DESCRIBED ABOVE. I AM AN IDAHO RESIDENT AND I DO NOT HAVE A HOMEOWNER'S EXEMPTION ON ANY OTHER PROPERTY THAT I CURRENTLY OWN. I HEREBY GRANT PERMISSION TO ANY GOVERNMENT AGENCY TO CONFIRM MY STATUS RELATIVE TO IDAHO STATE RESIDENCY, AND TO RELEASE, TO THE KOOTENAI COUNTY ASSESSOR WHATEVER INFORMATION IS NECESSARY TO DO SO.

I have read the above statement. _____
Initial

Previous Address: 13701 N Parkridge Way County: Kootenai
309360

☒ SOLD [] STILL OWN

Did you have a Homeowners Exemption
at your previous address? YES [] NO []

[] RENTED [] FAMILY/FRIEND

[Signature]
Signature of Owner

11/5/18
Date of Application

KOOTENAI COUNTY ASSESSOR
451 GOVERNMENT WAY
P.O. BOX 9000
COEUR D'ALENE, IDAHO 83816-9000
PHONE 448-1500

Signature of Owner

Date of Application

IMPORTANT INFORMATION ON REVERSE SIDE

GFR99 TRUST
A BRIDGE TRUST.

CERTIFICATION AND NOTICE OF DECLARATION OF TRUST

YOU ARE HEREBY NOTIFIED THAT:

Shaun K. Joshi and Camille Lagene Volking, (collectively referred to as "Settlers"), have settled a to Trust under the following relevant terms and conditions:

1.0 Trust Name

- 1.1 The Trust hereby created shall be known as the GFR99 TRUST.

2.0 Jurisdiction of Trust

- 2.1 This Trust is created specifically under the Spendthrift Trust Act of Nevada and shall be administered as such, unless altered by another provision of this Agreement.
- 2.2 For the purpose of the requirements of 26 U.S.C.A. §7701(a)(30)(c) this Trust shall be considered "domestic" for U.S. tax purposes, and primary supervision over the administration of this Trust Agreement and the Trust(s) created hereby shall be governed by and in accordance with the laws of the State of Nevada.
- 2.3 For the purpose of I.R.C. §§ 671, 673, 674, 675, 676, or 677, this Trust shall be treated as a "Grantor" Trust. Unless specifically changed, the Grantor Trust status shall survive any change of jurisdiction of this Trust.

3.0 Original and Successor Trustees

- 3.1 The original Trustee(s) under this Trust Agreement shall be:

**Shaun K. Joshi and
15183 N. Morgan Lane
Hayden, ID 83835**

**Camille Lagene Volking
15183 N. Morgan Lane
Hayden, ID 83835**

- 3.2 The Trustee is to serve with all of the obligations, powers, and authority contained within this Trust Agreement. The powers of the Trustee are all powers listed as powers of the Trustee, as enumerated on the First Schedule.
- 3.3 Protection of the assets of this Trust is an overriding concern of the Settlers, therefore the Settlers direct that this Trust be administered consistent with its terms, free of any judicial intervention and without order, approval or other action of any court.

GFR99 TRUST
A BRIDGE TRUST.

POWERS OF THE TRUSTEE

4.0 Investment.

- 4.1 The power with the consent of the Protector to apply or invest the Trust Estate in the purchase of or at interest upon the security of such stocks, trusts, funds, shares, securities, options, policies of insurance or assurance on the life of any person or other investments of property, whether real or personal, movable or immovable, of whatever nature and wherever in the world situate and whether involving liability or not and whether producing income or not or upon such personal credit with or without security as the Trustee in the Trustee's absolute discretion shall think fit with power from time to time to vary such investments for others of a like nature, and with power to hold cash funds uninvested and other non-income producing property to the intent that the Trustee shall have the same full and unrestricted powers of investing the Trust Estate in all respects as if the Trustee were absolute owner beneficially entitled with all the powers of a natural person, even though such investments or property may be or become highly speculative or not of a type which are ordinarily legal or suitable trust investments.
- 4.2 In addition to all other relevant powers vested in trustees by law or statute or conferred by this Agreement, the Trustee shall, with the consent of the Protector, have the following express powers, and may exercise all or any of the same from time to time in such manner and to such extent as the Trustee shall in the Trustee's absolute discretion think fit, namely:
- a) to invest the whole of the Trust Estate in the shares, interests or securities of only one company, partnership, unit trust, investment trust or other fund or corporate entity, without any obligation or duty to diversify such investments;
 - b) to delegate management of the Trust Estate (including the selection of investments) and employ any person, whether or not professionally qualified, as investment manager or advisor, on such terms as may be determined by the trustee, including terms excluding or limiting the liability of the investment manager or advisor for negligent performance of duties.
- 4.3 Without limiting the generality of Clause 1.1 of this Schedule the Trustee is hereby specifically empowered to with the consent of the Protector make and retain all or any of the following investments in any part of the world, namely:
- a) in any shares (whether preference deferred or ordinary and whether fully paid partly paid or contributory, and whether listed or unlisted on any stock exchange) and in any debentures, deposits, debenture stock, stock, bonds, mortgages, notes or promissory notes, or other interest of any nature whatsoever, whether listed or unlisted, secured or unsecured, and in options in respect of such investments, and whether by purchase of or subscription for or other taking up or acquisition of or in, any company, society, joint venture, trust, partnership or other corporate or

LODMELL & LODGE LLP

GFR99 TRUST

CERTIFICATION AND NOTICE OF DECLARATION OF TRUST: PAGE 2

GFR99 TRUST
A BRIDGE TRUST.

unincorporated body or person carrying on business;

- b) in or upon the stock, bonds, mortgages, deposits, or other securities or investments, with or without security, of any government or government agency;
- c) in any investment trust, mutual fund, unit trust, hedge fund, limited partnership, or any other type of trading or investment fund, company, scheme, trust, partnership or other vehicle howsoever described;
- d) in or upon the bonds, debentures or other securities or investments of any local authority (including regional, city and district councils), or any area health, hospital, harbour, electricity or other supply authority (whether similar or dissimilar to the foregoing) or any agency or body in substitution of such authority;
- e) on deposit on current or term deposit account, or bill of exchange or promissory note or otherwise on loan, or in or upon the stock, bonds, mortgages, deposits, or other securities or investments, with or without security, with or to any bank, company, corporation or person in the world;
- f) on mortgage (whether first second or subsequent including contributory mortgage and jointly with others) or in purchase of any freehold or leasehold property live and dead stock chattels or other personal property or interest therein at such price and on such terms and subject to such conditions as they think fit;
- g) on purchase of any interest in any estate or trust consisting largely of assets which the Trustee can purchase acquire or invest in;
- h) in lending money to such person or persons and upon such terms as to security or otherwise as the Trustee in the Trustee's absolute discretion thinks fit;
- i) in purchase or other acquisition of a policy or policies of insurance of any nature whatsoever and whether having a surrender value or not upon the life or lives of any person or persons and in payment of the premium or premiums payable in respect of any such policy or policies;
- j) in derivatives or synthetics or any other form of financial instrument, whether traded across the counter or on an exchange, whether leveraged, or by way of short sales, puts, calls straddles or sales against the box, on margin or otherwise, however speculative. For the purposes of this paragraph, "Derivatives" means any agreements which establish rights and obligations to some underlying security, instrument, investment, currency, trade, product, index, right or service including, without limitation, agreements commonly known as swaps, forward rate agreements, futures contracts, options, foreign exchange contracts, hedge contracts, and repo agreements;

LODMELL & LODMELL, P.A.

GFR99 TRUST

CERTIFICATION AND NOTICE OF DECLARATION OF TRUST: PAGE 3

GFR99 TRUST
A BRIDGE TRUST_o

- k) in any other investment approved as an authorised investment by the Trustee;
- l) in any option or right to take up or dispose of any other investments set out in this clause; and
- m) in any contract or other commitment to underwrite or sub-underwrite any project, contract or transaction of any type including the public or private issue of shares debentures, notes, and other rights and obligations.

5.0 General

5.1 With the consent of the Protector, the power generally in any part of the world to;

- a) **Sell:** sell, lease or exchange and to grant options to purchase, lease or exchange and otherwise dispose of and deal with the whole or any part of the Trust Estate (including any interest therein and any part or share thereof), either at public auction or private sale, for such consideration and upon such terms or conditions as the Trustee may think fit and whether for the purpose of reinvestment, distribution, division or otherwise, and with power to allow the whole or any part of the consideration to remain secured against the property sold;
- b) **Postpone:** postpone the sale of any property whatsoever (whether a trustee investment or not) for so long as they think fit without being liable for any loss thereby resulting to the Trust Estate or income thereof AND IT IS DECLARED that subject to writing off any usual depreciation against income the whole of the net income received by the Trustee may be distributed as income and on the sale or falling in of any property no part of the proceeds of such sale or falling in shall be applied as past income;
- c) **Lease:** lease or to take on lease any freehold or leasehold property or interest therein with or without chattels for such period at such rent on such terms and subject to such conditions as they think fit and to accept or effect such surrenders of leases and tenancies as they think fit;
- d) **Carry on Business:** carry on any business (whether in partnership or otherwise) in which the Trust Estate and/or income thereof may at any time hereafter be concerned or interested or for which the assets or any of the assets of the Trust Estate and/or income thereof may be adapted for such time or times as the Trustee shall think fit with power in the case of any partnership business to become a partner therein and with further power to use and apply any part of the Trust Estate and/or income thereof as capital in such business and with further power to employ or join in employing in such business and remunerate all such managers agents servants clerks workmen and others (including the Trustee) as the Trustee shall from time to time think fit AND IT IS HEREBY DIRECTED that if in any year any losses shall be sustained by the

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Trustees in carrying on any such business then and in every such year such losses shall (but subject always however in the case of a partnership business to the terms and conditions contained in any agreement or articles affecting the same) be borne by the capital of the Trust Estate except to the extent that the Trustee may at any time or times in the Trustee's absolute discretion otherwise decide and such losses shall not (subject always and except as aforesaid) be recouped to such capital out of profits made by the Trustee in any subsequent year or years in carrying on such business;

- e) **Borrow:** borrow raise or secure moneys on mortgage bank overdraft charge or otherwise howsoever for such reasons from such persons upon such security by way of mortgage charge or otherwise on such terms and subject to such conditions as the Trustee shall think fit;
- f) **Deal in Stock and Chattels:** buy sell bail trade in and deal in any live or dead stock or chattels as the Trustee may deem expedient for all or any of the purposes of these presents and to make such arrangements with agents or others for the transit of any live or dead produce or chattels by land sea or air and upon such terms and conditions as the Trustee shall think fit;
- g) **Employ:** subject to the limitations set out in Clause 19.1, employ and pay at the expense of the income or capital of the Trust Estate any person, whether as agent or some other capacity, in any part of the world, whether attorneys, solicitors, bankers, accountants, stockbrokers, investment managers, or other agents, and whether or not being a Trustee, to transact any business or do any act requiring to be transacted or done in the execution of the trusts hereof, including acts which the Trustee could have done personally;
- h) **Guarantee:** guarantee or provide an indemnity or surety in respect of the liability or obligations of any person and to give security in support of any such guarantee, indemnity or surety;
- i) **Open Bank Accounts:** open an account or accounts of any type, including without limitation, any current, deposit, fiduciary, savings, investment, or custodian account, at any time or times anywhere in the world in any name or names and either on their own behalf or jointly with another or others at any banks or other financial institution and to overdraw any such account with or without giving security;
- j) **Establish Sinking Fund:** expend money for the repair, maintenance, upkeep, or renovation of the property, whether or not the work is necessary for the purpose of the salvage of the property; and (subject to the rules of law applicable in such cases and to any direction of the court to the contrary) apportion the cost of the work between capital and income or otherwise among the persons entitled thereto in such manner as he considers equitable, with power, in any case where the whole or part of the cost of the work is charged to capital, to recoup capital from

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subsequent income if such a course would be equitable having regard to all the circumstances of the case;

- k) **Deal in Options and Shares:** purchase acquire take hold exercise sell transfer or dispose of options in respect of shares, notes, stock, debentures or other securities on such terms and subject to such conditions as the Trustee in the Trustee's absolute discretion shall think fit.
- l) **Insure:** insure against loss or damage by fire earthquake or otherwise any building or other insurable property to any amount not exceeding the full insurable value thereof or the full replacement value thereof as the Trustee may in the Trustee's absolute discretion from time to time think fit and also to insure against any risk liability or loss and to pay the premiums for any insurance aforesaid out of such moneys whether income or capital as the Trustee shall think fit and to do all or any of the foregoing without the consent of any of the persons beneficially interested in the Trust Estate.
- m) **Contract:** enter into contracts of any nature whatsoever for the purpose of protecting, maintaining or enhancing the value of all or any assets acquired or held by the Trustee or which the Trustee shall have the right to acquire or hold.
- n) **Grant Annuities:** grant an annuity to any person and to cancel or redeem the same on such terms as the Trustee shall think fit.
- o) **Grant Occupancies:** permit any person to occupy or reside in or upon or have the custody and use of any real or immovable property for the time being forming part of the Trust Estate rent free or otherwise and generally upon such terms and conditions as the Trustee in the Trustee's absolute discretion think fit.
- p) **Deposit with Nominees:** deposit and maintain any or all of the securities and other property of the Trust Estate, anywhere in the world, with one or more nominees, custodians, depositories or other persons.
- q) **Hold Other Currencies:** hold in any part of the World all or any part of the Trust Estate and in any currency or currencies whatsoever for any period or periods and without any liability for loss due to devaluation foreign exchange or governmental restriction or otherwise.
- r) **Title to property:** subject to section 13 of the Act, to cause the ownership or title of all or part of the Trust Estate to be recorded or registered in the name of the Trust, in bearer form, in the name of or under the control of some or one only of the Trustee, or in the name of some other person as nominee, on such terms as the Trustee may resolve.
- s) **Maintain and Repair:** maintain, manage, repair and, with the consent of the Protector, improve and develop, any real or personal property which

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or an interest in which for the time being forms part of the Trust Estate and/or income thereof in such manner as the Trustee shall think fit and for that purpose to pay and apply such of the capital and income of the Trust Estate as the Trustee shall think fit.

5.2 The Power Generally to

- a) **Retain:** retain any property in the actual state and condition in which the same shall be received by the Trustee so long as the Trustee shall think proper in the Trustee's absolute discretion;
- b) **Power to take Counsel's Opinion:** take the opinion of legal counsel locally and where necessary or appropriate elsewhere concerning any matter arising under this Trust and in all matters to act in accordance with the opinion of such counsel;
- c) **Power to Take or Defend Proceedings:**
 - (i) institute, prosecute and defend any suits or actions or other proceedings affecting the Trustee or the Trust Estate or any portfolio;
 - (ii) compromise or any matter of difference;
 - (iii) submit any such matters to arbitration or compromise;
 - (iv) compound any debts owing to the Trustee as Trustee or any other claims;
 - (v) adjust any disputes in relation to debts or claims against them as Trustee upon such evidence that shall to the Trustee seem sufficient and in whole or in part at public auction or private sale or otherwise and upon such terms and for such terms as the Trustee may deem advisable;
 - (vi) make partition with any co-owners or joint owners having with the Trust any concurrent interest in any properties comprised in the Trust Estate and to make such partition either by sale or by set-off or by agreement or otherwise (including where deemed desirable, provision for equality of exchange).
- d) **Costs and Expenses:** make provision for and pay out of the Trust Estate all expenses, costs, taxes and other liabilities properly payable, including all trustee fees and expenses, bank commissions, trading or brokerage fees, and other costs and expenses incurred by the trustees in the course of managing and administering the Trust Estate.

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Life Insurance Policy Premiums and Taxes

- 5.3 The Trustee is authorized to pay from the Trust Estate at the request of the Settlor any premium on any life insurance policy covering the life of the Settlor or either of them and;
- 5.4 The Trustee may in the Trustee's absolute discretion pay out of the capital or income of the Trust Estate any taxes of any kind (including any inheritance, death, estate, gift, income or other tax, duty or fiscal imposition whatever) which become payable anywhere in the world in respect of any part of the Trust Estate or its income (whether or not enforceable) either by the Trustee, or by any other person who has transferred assets to the Trust or by any Beneficiary, notwithstanding that the payment of taxes may be prejudicial to one or more of the Beneficiaries.

6.0 Powers in relation to Companies and Partnerships

- 6.1 The Trustee shall have power alone or jointly with any other person to promote or to form or incorporate any "company" or "companies" (which terms shall for the purpose of this Clause 4 include any type of corporate body or partnership entity, including any company, limited liability company, trust, association, limited partnership or any other incorporated or unincorporated body or entity) in any country state or territory in the world under the law of such country state or territory at the expense of the Trust Estate with limited or unlimited liability upon such terms and for such purpose as the Trustee may in the Trustee's absolute discretion think fit.
- 6.2 The Trustee shall have power alone or jointly with any other person to acquire, by subscription, purchase or otherwise, shares, stock, interest, notes debentures or other securities of any description (whether partly or fully paid or with any liability attaching thereto) in or of any company wherever incorporated registered or resident upon such terms and for such purpose as the Trustee may in its absolute discretion think fit.
- 6.3 In respect of any such company the Trustee shall have the power:
- a) to act as director or directors of such company, or as an officer of or auditor, accountant, solicitor, or other adviser to, and to receive and retain without being liable to account for the same to the Trust Estate any fees or other remuneration for so acting;
 - b) generally, to act in respect of any such company in such manner as the Trustee in the Trustee's absolute discretion shall deem to be in the interest of the Trust Estate;
 - c) to pay, gift, lend or transfer to any such company the whole or any part of the Trust Estate, either as nominee, agent or otherwise, and the consideration therefor, if any, may consist wholly or partly of shares stock interests or other securities of any description (whether partly or fully paid or with any liability attaching thereto) or any bond bill note or

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other debt instrument or obligation of any description in or of such company or companies or any other company or companies;

- d) to exercise or refrain from exercising all or any of the voting or other rights of whatsoever nature (including rights of subscription conversion or exchange) conferred by or arising by virtue of the ownership of such shares stock interest or other securities in such manner as the Trustee shall in the Trustee's absolute discretion think fit;
- e) to give any undertakings indemnities or guarantees to third parties in connection with such company's business and to assign pledge charge or mortgage the whole or any part of the Trust Estate or any property which forms part of the Trust Estate by way of securities for any borrowing by any such company;
- f) to promote or join with others in promoting and to approve concur or agree to carry into effect any scheme proposal or offer for or leading to or being a step in the reconstruction of any such company or the sale of all or any part of the business or assets of any such company or the acquisition by another company of the securities of any such company or control thereof or the amalgamation of any such company with another company or the release modification or variation of any rights privileges or liabilities attached to the securities or shares of other interest in any such company with power to accept any securities shares or other interest of any description of the reconstruction or purchasing of new company in lieu of or in exchange for all or any of the original securities shares or other interest and with power to retain any property so accepted as aforesaid for any period for which the original property could have been retained;
- g) to give any undertaking warranty indemnity or guarantee that the Trustees think it proper to give in connection with any sale or other disposition or dealing permitted under the powers conferred on the Trustee by the foregoing sub-Clause (f);
- h) to cause or permit any such company to retain the whole or any part of its income undistributed notwithstanding that the effect of such retention may be to benefit those interested in capital at the expense of those interested in income.

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7.0 Abstract of Trust

- 7.1 The Trustee, Protector or Settlor may provide an abstract of this Trust omitting irrelevant or including any relevant terms of this Trust Agreement to facilitate third parties in dealing with the Trust. This may include a Trust abstract, or a Certification and Notice of Declaration of Trust or any other such instrument signed by the Trustee which provides relevant and accurate information. Parties receiving this information may rely wholly on such representation and need not inquire further in dealing with the Trust.

FURTHER AFFIANT SAYETH NOT:


Shaun K. Joshi, as Trustee

STATE OF Idaho

COUNTY OF Butte

On 4-20-18 before me,
Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Meribeth Smalley
Print Name and Title of the Officer/Notary Public

personally appeared Shaun K. Joshi, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Idaho that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Meribeth Smalley
Signature of Notary Public
My commission expires: 6-8-2023

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**ACCEPTANCE AND ACKNOWLEDGEMENT BY SPECIAL SUCCESSOR
TRUSTEE**

Date of Agreement:

10/16/2018

Trust Name:

GFR99 TRUST

Trustees:

Shaun K. Joshi
Camille Lagene Volking

Trust Settlers:

Shaun K. Joshi
Camille Lagene Volking

Beneficiaries:

Shaun K. Joshi
Camille Lagene Volking

I acknowledge that:

SOUTHPAC TRUST INTERNATIONAL, INC., PO Box 11 Rarotonga Cook Islands has been appointed and designated as Special Successor Trustee of the above described trust agreement; and that,

I, individually or as the authorized representative of the undersigned, hereby evidence acceptance of the office of Special Successor Trustee; and that,

I, individually or as the authorized representative of the undersigned, will hold and administer the Trust, solely in my capacity as Special Successor Trustee, according to the provisions thereof and as required by law.

Dated and effective this 6 day of May, 2018.

Signature

Richard Toner

Signed for and on behalf of Southpac Trust International, Inc. as Special Successor Trustee of the GFR99 TRUST, by its authorized signatory



TRUST NO.
IFSC/99/T040/18

BELIZE

INTERNATIONAL FINANCIAL SERVICES COMMISSION

INTERNATIONAL TRUSTS REGISTRY

CERTIFICATE OF REGISTRATION

This is to certify that

GFR99 TRUST settled on **20th April, 2018**

(Name of the Trust)

having satisfied the requirement of the Trusts Act (CAP. 202), as amended by Act No. 9 of 2007, and the International Trusts Regulations (S. I. No. 68 of 2007, was registered as an International Trust on the 11th day of May, 2018.

Trust Agent: **Belize Trust Company Limited**
21 Regent Street, P.O. Box 1871
Belize City, Belize

Date of Issue: 11th May, 2018


FOR
Registrar of International Trusts



is issued under Section 65 B (4) (b) of the Trusts Act, as amended by Act No. 9 of 2007.



State of 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

Website: idwr.idaho.gov • Email: northerninfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

October 11, 2019

****Time Sensitive Response Required****

Shaun Joshi or Camille Joshi
15183 N Morgan LN
Hayden, ID 83835

Re: Unacceptable for Filing status on Application for Permit (Rule 35 Application Requirements)

Dear Applicants:

Thank you for the Application for Permit that was received by Idaho Department of Water Resources (IDWR) on October 10, 2019, to divert water from a well for Domestic and Irrigation use in Kootenai County. **We are contacting you because the Application is currently unacceptable for filing.** Your original Application is enclosed for correction.

Lines 7 of the Application has been left blank. Idaho Administrative Code requires that '...the proposed method of diversion, conveyance system, and system for distributing and using the water be described.' These errors must be corrected before IDWR can process your Application and publish required legal notices. **Please contact me to review your Application, the GFR99 Trust, and IDWR information about your wells and a well upgrade fee. I can be reached at (208) 762.2816 for assistance, or to schedule an appointment for assistance, to complete the Application.**

An Application that is acceptable for filing must be received no later than November 14, 2019. IDWR will take steps to terminate the Application, if no response is received, in accordance with Idaho Code § 42-204.

Respectfully,

Shaun M. Maxey
Sr. Water Resource Agent
Idaho Department of Water Resources, Northern Region

Enclosures:

Original signed Application For Permit & plat map
Application for Permit instructions