

SEP 26 2018
IDWR / NORTH

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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?
94-07263	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: Buckner James Wood
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Robert D. Wilson
New owner(s) as listed on the conveyance document

3118 8th ST. Leoviston 24 83501
Mailing address City State ZIP
208 750-6741 robt@wilsoncableone.net
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: 9-14-2018

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):
o \$25 per *undivided* water right.
o \$100 per *split* water right.
o 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: Robert D. Wilson 9-24-18
Signature of new owner/claimant Title, if applicable Date

Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by NS Date 9-26-18 Receipt No. N033788 Receipt Amt. \$25.00

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 Ja Date 4/24/19

APR 24 2019

RECORDING FEE: \$15.00

DD

RECORDING FEE: \$15.00

DD

QUITCLAIM DEED

THIS INDENTURE, made and entered into this 13th day of September, 2018, by and between **Robert D. Wilson**, personal representative and successor trustee of the Living Trust of Buckner James Wood, hereinafter referred to as Grantor, and **Robert D. Wilson**, hereinafter referred to as Grantee, whose current address is 3118 8th Street, Lewiston ID 83501.

WITNESSETH:

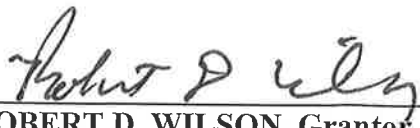
That the Grantor, for and in consideration of the sum of \$1.00, lawful money of the United States of America, and other valuable consideration, to his hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these presents remise, release, and forever quitclaim to the Grantee, his heirs and assigns, the following-described real property, situate in Cataldo, County of Kootenai, State of Idaho, more particularly described as follows, to wit:

N2-SE-NW-48N01E17 & SW-NW-48N01E17 & N2-SW-NE-48N01E17.

TOGETHER with, all and singular, the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, the remainder and remainders, rents, issues, and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises with the appurtenances unto the said Grantee, his heirs and assigns, forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set her hand and seal the day and year first above written.



ROBERT D. WILSON, Grantor
Personal Representative
Successor Trustee of the Living Trust
of Buckner James Wood

Being Re-recorded
to correct document.

IDAHO DEPARTMENT OF HEALTH AND WELFARE
BUREAU OF VITAL RECORDS AND HEALTH STATISTICS

CERTIFICATE OF DEATH

Date Filed NOVEMBER 14, 2017

State File No. 2017-11812

DECEDENT - LEGAL NAME BUCKNER JAMES WOOD			
SEX MALE	SOCIAL SECURITY NUMBER [REDACTED]	AGE 71 YEARS	DATE OF BIRTH AUGUST 09, 1946
BIRTHPLACE BOISE, IDAHO		PLACE OF RESIDENCE CATALDO, IDAHO	
MARITAL STATUS AT TIME OF DEATH DIVORCED		NAME OF SURVIVING SPOUSE (if wife, maiden name)	
		WAS DECEDENT EVER IN U.S. ARMED FORCES? YES	
FATHER - NAME TOM WOOD			BIRTHPLACE IDAHO
MOTHER - MAIDEN NAME IRENE COOK			BIRTHPLACE NORTH CAROLINA
METHOD OF DISPOSITION BURIAL		FUNERAL SERVICE LICENSEE TYLER WINGERSON	
NAME AND ADDRESS OF FUNERAL FACILITY SHOSHONE FUNERAL SERVICES, INC., KELLOGG, IDAHO			
DATE OF DEATH NOV. 09, 2017	TIME OF DEATH 5:10 A.M.	CITY, TOWN OR LOCATION OF DEATH COEUR D'ALENE, IDAHO	COUNTY OF DEATH KOOTENAI
CAUSE OF DEATH (underlying cause last) a. METASTATIC DISEASE			Approximate Interval Between Onset and Death 5 MONTHS
DUE TO (or as a consequence of): b. COLON CANCER - UNKNOWN CELL TYPE			5 MONTHS
DUE TO (or as a consequence of): c.			
DUE TO (or as a consequence of): d.			
OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH but not resulting in the underlying cause given above COPD			WAS AN AUTOPSY PERFORMED? NO
MANNER OF DEATH NATURAL	NAME OF CERTIFIER LISA GRACE MARIE BREISACHER, N.		TITLE A.P.R.N.
CORONER SUBSEQUENT CERTIFICATION IF NECESSARY			
EXTERNAL CAUSES ONLY			
DATE OF INJURY	TIME OF INJURY	PLACE OF INJURY	INJURY AT WORK?
LOCATION WHERE INJURY OCCURRED			
DESCRIPTION OF HOW INJURY OCCURRED			



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

DATE ISSUED: NOVEMBER 14, 2017

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

James B. Aydelotte
JAMES B. AYDELOTTE
STATE REGISTRAR



ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

LIVING TRUST OF BUCKNER JAMES WOOD

Dated August 12, 2017

This Living Trust Agreement (this "Agreement"), dated August 12, 2017, between Buckner James Wood (the "Grantor") of Cataldo, Idaho and Buckner James Wood of Cataldo, Idaho (the "Trustee").

In consideration of the mutual covenants and promises set forth in this Agreement, the Grantor and the Trustee agree as follows:

I. PURPOSE. The purpose of this Agreement is to establish a Trust to receive and manage assets for the benefit of the Grantor during the Grantor's lifetime, and to further manage and distribute the assets of the Trust upon the death of the Grantor.

II. NAME. The trust created hereby shall be known as the "Living Trust of Buckner James Wood dated August 12, 2017." The assets and dealings of the Trust may, however, be held and conducted in the name of the Trustee and, to the extent otherwise permitted herein, also in the name of a nominee.

III. FUNDING OF TRUST. Grantor has transferred, assigned, conveyed and delivered to the Trustee the property described in Schedule A attached and made a part hereof; and said property and any and all other property which may be hereafter assigned, conveyed and delivered to said Trustee by the Grantor or another person as hereinafter provided, is intended to constitute the trust estate and to be held by the Trustee IN TRUST for the uses and purposes and subject to the terms and conditions hereinafter set forth.

Grantor or any other person, with the consent of the Trustee, may at any time or from time to time deed, grant, devise, bequest, gift or otherwise, cause additional property to be transferred to and administered as a part of the trust estate created hereunder. Any such transfer may be evidenced by the receipt of the Trustee, and each such receipt shall be conclusive evidence of the consent of said Trustee to the transfer thereof.

IV. MANAGEMENT OF TRUST ASSETS. The Trustee shall manage and distribute the Trust assets for the benefit of the Grantor and the Grantor's successor(s) in interest in accordance with the terms of this Agreement.

V. PAYMENTS DURING THE GRANTOR'S LIFETIME. During the Grantor's lifetime, the Trustee shall pay all of the net income of this Trust, and also such sums from principal as the Grantor may request, to or for the benefit of the Grantor, or as the Grantor may designate. Such payments shall be made at least annually. The Grantor may change the amount of the payments at any time by providing written notice to the Trustee. Any excess income not distributed at Grantor's death shall be added to principal at the discretion of the Trustee.

A. Payments During a "Disability" of the Grantor. During any period that the Grantor has a "disability", the Trustee may pay to or for the benefit of the Grantor such amounts of income and principal as the Trustee believes in the Trustee's sole discretion to be required for (i) the Grantor's support, comfort and welfare, (ii) the Grantor's accustomed manner of living, or (iii) any purpose that the Trustee believes to be in the best interest of the Grantor. Furthermore, in the event of illness or other disability of Grantor, the Trustee may, in lieu of making payment of such income directly to the Grantor, use and apply for the benefit of the Grantor so much of such income and also the principal of the Trust estate for the proper care, comfort, medical or surgical attention, maintenance and support of Grantor. The Trustee, in such discretion, may pay over to any relative or legal guardian of the Grantor, all or any portion of such income or principal for any of said purposes in lieu of using and applying said funds for the benefit of Grantor.

B. Disability Defined. For the purposes of this Trust, "disability" shall mean a legal disability or the inability to provide prompt and intelligent consideration to financial matters by reason of illness or mental or physical disability. The determination of whether the Grantor has a disability shall be made by the Grantor's most recent attending physician. The Trustee shall be entitled to rely on written notice of that determination.

VI. DEATH OF THE GRANTOR. Upon the death of the Grantor, and after the payment of the Grantor's just debts, funeral expenses, and expenses of last illness, the following distributions shall be made:

Residuary Assets. The residuary assets of this Trust shall be distributed to Robert Duane Wilson of Lewiston, Idaho. If such beneficiary does not survive the Grantor, the residuary assets shall be distributed to Don Edward Jones of Fernwood, Idaho. If such beneficiary does not survive the Grantor, the residuary assets shall be distributed to the Grantor's heirs-at-law, their identities and respective shares to be determined under the laws of the State of Idaho, then in effect, relating to the succession of separate property that is not attributable to a predeceased spouse, as if the Grantor had died intestate at the time fixed for distribution under this provision.

VII. TRUSTEE POWERS. The Trustee, in addition to other powers and authority granted by law or necessary or appropriate for proper administration of the Trust, shall have the following rights, powers, and authority without order of court and without notice to anyone:

A. Receive Assets. To receive, hold, maintain, administer, collect, invest and re-invest the trust assets, and collect and apply the income, profits, and principal of the Trust in accordance with the terms of this instrument.

B. Receive Additional Assets. To receive additional assets from other sources, including assets received under the Will of the Grantor or any other person.

C. Standard of Care. To acquire, invest, reinvest, exchange, retain, sell, and manage estate and trust assets, exercising the judgment and care, under the circumstances then prevailing, that persons of prudence, discretion and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital. Within the limitations of that standard, the Trustee is authorized to acquire and retain every kind of property, real, personal or mixed, and every kind of investment, specifically including, but not by way of limitation, bonds, debentures and other corporate obligations, and stocks, preferred or common, that persons of prudence, discretion and intelligence acquire or retain for their own account, even though not otherwise a legal investment for trust funds under the laws and statutes of the United States or the state under which this instrument is administered.

D. Retain Assets. To retain any asset, including uninvested cash or original investments, regardless of whether it is of the kind authorized by this instrument for investment and whether it leaves a disproportionately large part of the estate or trust invested in one type of property, without regard to any legal limitations upon investments and the principals of diversification, for as long as the Trustee deems advisable.

E. Dispose of or Encumber Assets. To sell, option, mortgage, pledge, lease or convey real or personal property, publicly or privately, upon such terms and conditions as may appear to be proper, and to execute all instruments necessary to effect such authority.

F. Settle Claims. To compromise, settle, or abandon claims in favor of or against the Trust.

G. Manage Property. To manage real estate and personal property, borrow money, exercise options, buy insurance, and register securities as may appear to be proper.

H. Allocate Between Principal and Income. To make allocations of charges and credits as between principal and income as in the sole discretion of the Trustee may appear to be proper.

I. Employ Professional Assistance. To employ and compensate counsel and other persons deemed necessary for proper administration and to delegate authority when such delegation is advantageous to the trust.

J. Distribute Property. To make division or distribution in money or kind, or partly in either including disproportionate in-kind distributions, at values to be determined by the Trustee, and the Trustee's judgment shall be binding upon all interested parties.

K. Enter Contracts. To bind the Trust by contracts or agreements without assuming individual liability for such contracts.

L. Exercise Stock Ownership Rights. To vote, execute proxies to vote, join in or oppose any plans for reorganization, and exercise any other rights incident to the ownership of any stocks, bonds or other properties of the Trust.

M. Duration of Powers. To continue to exercise the powers provided in this Agreement after the termination of the Trust until all the assets of the Trust have been distributed.

N. Hold Trust Assets as a Single Fund. To hold the assets of the Trust, shares, or portions of the Trust created by this instrument as a single fund for joint investment and management, without the need for physical segregation, dividing the income proportionately among them. Segregation of the various trust shares need only be made on the books of the Trustee for accounting purposes.

O. Compensation. To receive reasonable compensation for the Trustee's services under this Agreement and be exonerated from and to pay all reasonable expenses and charges of the Trust.

P. Loans to Beneficiaries. To make loans to any trust beneficiary for the purpose of providing the beneficiary with the funds necessary to take advantage of exceptional business opportunities or to provide for the needs of the beneficiaries and their families.

Q. Methods of Distribution. To make payments to or for the benefit of any beneficiary (specifically including any beneficiary under any legal disability) in any of the following ways: (a) directly to the beneficiary, (b) directly for the maintenance, welfare and education of the beneficiary, (c) to the legal or natural guardian of the beneficiary, or, (d) to anyone who at the time shall have custody and care of the person of the beneficiary. The Trustee shall not be obliged to see to the application of the funds so paid, but the receipt of the person to whom the funds were paid shall be full acquittance of the Trustee.

VIII. ADDITIONAL TRUSTEE PROVISIONS. These additional provisions shall apply regarding the Trustee.

A. Grantor as Trustee. If at any time the Grantor is the Trustee, the Grantor may appoint a successor Trustee, to become effective immediately or upon any stated contingency, by making such designation in writing. Such designee shall become the successor Trustee upon acceptance of the terms and conditions of this Agreement.

B. Successor Trustee. If at any time a Trustee cannot serve because of the Trustee's disability (as previously defined), death, or other reason, Robert Duane Wilson, of Lewiston, Idaho, is designated as the successor Trustee, to serve without bond. If such designee(s) is/are unable to serve for any reason, Tiffany Rene' Wilson, of Lewiston, Idaho, is designated as the alternate successor Trustee, to serve without bond. Such designee(s) shall become the successor Trustee(s) upon acceptance of the terms and conditions of this Agreement.

C. Resignation of Trustee. Any Trustee may resign by giving written notice to the beneficiaries to whom income could then be distributed. Such resignation shall take effect on such date specified in the notice, but not earlier than thirty (30) days after the date of delivery of such written resignation unless an earlier effective date shall be agreed to by the income beneficiaries.

D. Adult Beneficiary Rights. If the Trustee resigns or for any reason ceases to serve as Trustee, and if the successor Trustee(s) designated by the Grantor, if any, fail or cease to serve as Trustee, then the adult beneficiaries to whom income could then be distributed, together with the adult beneficiaries to whom principal would be distributed if the Trust were then to terminate, may by majority action in writing appoint a successor Trustee. If agreement of a majority of the beneficiaries cannot be obtained within sixty (60) days, a successor Trustee shall be appointed by the court having general jurisdiction of the Trust. Any successor Trustee appointed shall have all the rights conferred upon the original Trustee and shall be bound by the provisions of this Trust.

E. Accounting. The Trustee shall provide an accounting to the Beneficiary (or beneficiaries) on at least a(n) annual basis. If a beneficiary has a "disability", the Trustee shall provide the accounting to a guardian or conservator, if any.

F. Bond. No bond shall be required of any Trustee.

IX. RIGHT TO DIRECT INVESTMENTS. At any time that the Trust has investments, and provided that the Grantor does not have a "disability", the Grantor may direct any Trustee to purchase, sell, or retain any trust investment.

X. REVOCATION OR AMENDMENT. During the Grantor's lifetime, the Grantor may revoke at any time, and/or the Grantor may amend, this Agreement by delivering to the Trustee an appropriate written revocation or amendment, signed by the Grantor. If the Trustee consents, the powers of revocation, but not the power of amendment, may be exercised by a duly appointed and acting attorney-in-fact for the Grantor for the purpose of withdrawing assets from the Trust.

XI. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Idaho.

XII. PERPETUITIES SAVINGS CLAUSE. Despite any other provision of this Agreement to the contrary, the trust created by this Agreement shall terminate no later than 21 years after the death of the last surviving beneficiary of this Agreement who is living at the time of the death of the Grantor, at the end of which time distribution of all principal and all accrued, accumulated and undistributed income shall be made to the persons then entitled to distributions, in the manner and proportions herein stated free of trust.

XIII. SEVERABILITY. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting

such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XIV. MISCELLANEOUS PROVISIONS.

A. Paragraph Titles and Gender. The titles given to the paragraphs of this Trust are inserted for reference purposes only and are not to be considered as forming a part of this Trust in interpreting its provisions. All words used in this Trust in any gender shall extend to and include all genders, and any singular words shall include the plural expression, and vice versa, specifically including "child" and "children", when the context or facts so require, and any pronouns shall be taken to refer to the person or persons intended regardless of gender or number.

B. Liability of Fiduciary. No fiduciary who is a natural person shall, in the absence of fraudulent conduct or bad faith, be liable individually to any beneficiary of the Grantor's trust estate, and the Grantor's trust estate shall indemnify such natural person from any and all claims or expenses in connection with or arising out of that fiduciary's good faith actions or nonactions of the fiduciary, except for such actions or nonactions which constitute fraudulent conduct or bad faith. No successor trustee shall be obliged to inquire into or be in any way accountable for the previous administration of the trust property.

C. Spouse. The Grantor is not currently married to anyone.

D. Children. The names of the Grantor's children are:

Travis T. Wood
Tracy Lynn Wood
Trinea Lea Wood

All references in this Trust to "the Grantor's child" or "the Grantor's children" include the above child or children.

The failure of this Trust to provide for any distribution to the Grantor's children:

Travis T. Wood
Tracy Lynn Wood
Trinea Lea Wood

is intentional.

Buckner James Wood, GRANTOR

Signature: Buckner James Wood, Grantor

Buckner James Wood, TRUSTEE

Signature: Buckner James Wood, Trustee

STATE OF IDAHO
COUNTY OF KOOTENAI

On this 12th day of August @ 4:23 p.m., 2017, before me,
Linda Lea Harrison, personally appeared Buckner James Wood, known to
me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument
and acknowledged that he/she executed the same as Grantor for the purposes therein contained.

In witness whereof I hereunto set my hand and
official seal.



Linda Lea Harrison
Notary Public

Linda Lea Harrison Notary Public
Title (and Rank)

My commission expires 11/18/2019

My commission expires 11/18/2019

Schedule A

List of Assets to be Held by the Trustee

The Grantor has transferred, assigned, conveyed and delivered to the Trustee the following assets to be held, managed and distributed under the terms of this Living Trust as described above:

Name: 18778 S. Buckner Rd. Cataldo, Idaho 83810--Home and Land

Value: \$207,960.00

Description: Parcel #48N01E174300--LEGAL DESCRIPTION N2-SE-NW 17 48N 01E

Name: 18778 S. Buckner Rd. Cataldo, Idaho 83810--Building and Land

Value: \$25,670.00

Description: Parcel #48N01E171000--LEGAL DESCRIPTION SW-NW-NE 17 48N 01E

Name: 18778 S. Buckner Rd. Cataldo, Idaho 83810--Land

Value: \$71,800.00

Description: Parcel #48N01E171300--LEGAL DESCRIPTION N2-SW-NE 17 48N 01E



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region • 7600 N MINERAL DR STE 100 • COEUR D ALENE, ID 83815-7763

Phone: (208)762-2800 • Fax: (208)769-2819 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

April 24, 2019

ROBERT D WILSON
3118 8TH ST
LEWISTON ID 83501-4802

Re: Change in Ownership for Water Right No(s): 94-7263

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) 762-2800.

Sincerely,

Tammy Alleman
Administrative Assistant 1

Enclosure(s)