

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
FEB 13 2019
DEPT OF WATER RESOURCES
SOUTHERN REGION

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?
72-204	Yes ☐	Yes ☐	72-10303	Yes ☐	Yes ☐
72-2048	Yes ☐	Yes ☐	72-10304	Yes ☐	Yes ☐
72-10302A	Yes ☐	Yes ☐	72-10305	Yes ☐	Yes ☐
72-10302B	Yes ☐	Yes ☐	72-16779	Yes ☐	Yes ☐
72-10302C	Yes ☐	Yes ☐	72-16780A	Yes ☐	Yes ☐

2. Previous Owner's Name: 72-16781A Eddie E. Baker and Eddie Baker, Jr.
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Edwin Baker, Jr.; The Baker Family Trust- Edwin Baker, Jr. & Lura Helaina Baker, TRS
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- HC 68 Box 379 Clayton ID 83327
Mailing address City State ZIP
- (208) 838-2318
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: February, 2005

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.

SUPPORT DATA

IN FILE # 72-204

8. Signature: Edwin Baker Jr Owner & Trustee 2-9-2019
Signature of new owner/claimant Title, if applicable Date
- Signature: Lura Helaina Baker Trustee 2-9-2019
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by DM Date 2-13-2019 Receipt No. 5037160 Receipt Amt. \$275-

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 JB Date 2-15-2019

STATE OF IDAHO

CERTIFICATION OF VITAL RECORD

STATE OF IDAHO

DEPARTMENT OF HEALTH AND WELFARE

BUREAU OF VITAL RECORDS AND HEALTH STATISTICS

RECEIVED
JAN 17 2019
DEPT. OF WATER RESOURCES
SOUTHERN REGION
DATE FILED BY VITAL REGISTRAR:
05/22/2009

State of Idaho CERTIFICATE OF DEATH

STATE FILE NO. 2009-4925
Local Reg. No.

DECEDENT	1. DECEDENT'S LEGAL NAME (Include AKAs if any) (First, Middle, Last, Suffix) EDWIN ELLIS BAKER		2. SEX MALE		3. SOCIAL SECURITY NUMBER [REDACTED]	
	4a. AGE Last Birthday 88 (Years)		4b. UNDER 1 YEAR Months: Days: Hours: Minutes: 09/12/1920		5. DATE OF BIRTH (Mo/Day/Yr) 09/12/1920	
TYPE OR PRINT IN PERMANENT BLACK INK DO NOT USE FELT TIP PEN	6a. RESIDENCE - STATE OR FOREIGN COUNTRY IDAHO		6b. COUNTY CUSTER		6c. CITY OR TOWN CLAYTON	
	7a. STREET AND NUMBER 11 C 68 BOX 379		7b. APT. NO. 83227		7c. ZIP CODE 83227	
FOR INSTRUCTIONS SEE HANDBOOKS	8. MARITAL STATUS AT TIME OF DEATH ☐ Married ☐ Married, but separated ☐ Widowed ☐ Divorced ☐ Never married ☐ Unknown		9. SURVIVING SPOUSE'S NAME (If w/o, give maiden name) [REDACTED]			
	10. EVER IN U.S. ARMED FORCES? ☒ Yes ☐ No		11a. FATHER'S NAME (First, Middle, Last, Suffix) ELLIS MILTON BAKER			
PARENTS	12a. MOTHER'S MAIDEN NAME (First, Middle, Last, Suffix) MARY MARIE LEUZINGER		11b. BIRTHPLACE (State, Territory, or Foreign Country) IDAHO			
	12b. BIRTHPLACE (State, Territory, or Foreign Country) IDAHO		12c. BIRTHPLACE (State, Territory, or Foreign Country) IDAHO			
INFORMANT	13a. INFORMANT'S NAME (Type or print) EDWIN BAKER		13b. RELATIONSHIP TO DECEDENT SON		13c. MAILING ADDRESS (Street and Number, City, State, Zip Code) 11C 68 BOX 379 CLAYTON, ID 83227	
	14. METHOD OF DISPOSITION ☐ Burial ☒ Cremation ☐ Donation ☐ Entombment ☐ Removal from Idaho ☐ Other (Specify)		15. PLACE OF DISPOSITION (Name and address of cemetery, crematory, other place) DAILY LEACH CREMATORY 1010 WEST MAIN STREET HAMILTON, MONTANA 59840		16. NAME AND COMPLETE ADDRESS OF FUNERAL FACILITY JONES AND CASSEY FUNERAL HOME 501 LENA STREET SALADIN, IDAHO 83467	
DISPOSITION	17a. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH ELECTRONICALLY FILED: TAMMY J. BOWENMAN		17b. LICENSE NUMBER (Of licensee) M0883		18. WAS CORONER CONTACTED DUE TO CAUSE OF DEATH? ☒ Yes ☐ No	
	19a. IF DEATH OCCURRED IN A HOSPITAL: ☐ Inpatient ☐ EROutpatient ☐ OOA ☐ Hospice facility ☐ Nursing home/Long term care facility ☐ Decedent's home ☐ Other (Specify)		19b. IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL: 20. FACILITY NAME (If not facility, give street and number) 11C 68 BOX 379 21. CITY, TOWN, OR LOCATION OF DEATH, AND ZIP CODE CLAYTON, ID 83227 22. COUNTY OF DEATH CUSTER			
PLACE OF DEATH	23. DATE OF DEATH (Mo/Day/Yr) (Spell month) May 15, 2009		24. TIME OF DEATH 01:00 - 02:00 (24hr)		25. DATE PRONOUNCED DEAD (Mo/Day/Yr) (Spell month) May 15, 2009	
	26. TIME PRONOUNCED DEAD 07:15 (24hr)		27. CAUSE OF DEATH PART I. Enter the <u>immediate cause</u> —diseases, injuries, or complications—that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. Enter only one cause on a line. IMMEDIATE CAUSE (Final disease or condition resulting in death) a. CAUSES INCIDENT TO AGE DUE TO (or as a consequence of): b. NATURAL DECLINE IN HEALTH DUE TO (or as a consequence of): c. DUE TO (or as a consequence of): d. PART II. Enter other significant conditions contributing to death but not resulting in the underlying cause given in Part I. 28. DID TOBACCO USE CONTRIBUTE TO DEATH? ☐ Yes ☐ Probably ☒ No ☐ Unknown 29. IF FEMALE (Aged 10-54): ☐ Not pregnant within past year ☐ Not pregnant, but pregnant 43 days to 1 year before death ☐ Pregnant at time of death ☐ Unknown if pregnant within the past year 30. MANNER OF DEATH ☒ Natural ☐ Homicide ☐ Accident ☐ Pending investigation ☐ Suicide ☐ Could not be determined 31. WAS AN AUTOPSY PERFORMED? ☐ Yes ☒ No 32. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH? ☐ Yes ☒ No			
DATE OF DEATH	33. DATE OF INJURY (Mo/Day/Yr) (Spell month)		34. TIME OF INJURY (24hr)		35. PLACE OF INJURY (Decedent's home, farm, street, construction site, nursing home, restaurant, forest, etc.)	
	36. LOCATION OF INJURY: State _____ City/Town or County _____ Zip Code _____ Street and Number or Location _____ Apartment Number _____		37. DESCRIBE HOW INJURY OCCURRED. IF TRANSPORTATION INJURY, STATE THE TYPE(S) OF VEHICLE(S) INVOLVED (Automobile, pickup, motorcycle, ATV, bicycle, etc.) SPECIFY WHICH VEHICLE DECEDENT OCCUPIED, if applicable. TRANSPORTATION INJURY ONLY 38a. WAS DECEDENT: ☐ Driver/Operator ☐ Passenger ☐ Pedestrian ☐ Other (Specify) _____ 38b. WHAT SAFETY DEVICES(S) DID DECEDENT USE/EMPLOY? ☐ Seat belt ☐ Child safety seat ☐ Helmet ☐ Air bag ☐ None ☐ Unknown			
CAUSE OF DEATH	39a. CERTIFIER (Check only one, based on official capacity for this certificate) ☐ PHYSICIAN ☐ PHYSICIAN ASSISTANT ☐ ADVANCED PRACTICE PROFESSIONAL NURSE To the best of my knowledge, death occurred at the time, date, and place, and due to the <u>natural</u> cause(s)/manner stated. ☒ CORONER On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) and manner stated. Signature and Title of Certifier: ELECTRONICALLY SIGNED: YICKI ARMBRUSTER 39d. NAME, ADDRESS, AND ZIP CODE OF CERTIFIER (Type or print) YICKI ARMBRUSTER, PO BOX 1127 CHALLIS, ID 83226		39b. LICENSE NUMBER 39c. DATE SIGNED 5 / 19 / 2009 MM DO YYYY			
	40a. REGISTRAR'S SIGNATURE [Signature]		40b. DATE SIGNED 5 / 22 / 2009 MM DO YYYY			

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: MAY 28 2009

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

JANE S. SMITH
STATE REGISTRAR

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

RECEIVED

JAN 17 2019

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:

Edwin and Lura Helaina Baker
HC 68 Box 379
Clayton, Idaho 83227

DEPT OF WATER RESOURCES
SOUTHERN REGION

230712

Custer County Req. of
Junior Baker
Time 4:09 P M Date 22, 2005
Ethel M. Peck, Clerk
Deputy Betsy Doughty \$12.00

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

SPECIAL WARRANTY DEED
(Personal Residence)

NOTICE TO ASSESSOR

This deed reserves a "life estate" to the Grantor party or parties named below. After the recording of this deed, the said Grantor party or parties will continue to be deemed to be the "owner" of the property described herein for property tax purposes pursuant to I.C. §55-1001(4), §63-602G, and §63-701(8), and during the continuation of said life estate the property will continue to be "owner occupied" for purposes of the Homeowner Exemption and any other property tax relief provided under the laws of the State of Idaho.

GRANTOR:

EDWIN BAKER JR., also known as and being the same person as EDDIE BAKER, JR., a married man dealing with his sole and separate property, joined by his spouse LURA HELAINA BAKER.

GRANTEE:

EDWIN BAKER JR. and LURA HELAINA BAKER, as Co-Trustees of THE BAKER FAMILY TRUST under Trust Agreement dated effective February 1, 2005, and their substitutes and successors as Trustee thereunder.

GRANTEE'S MAILING ADDRESS FOR TAX NOTICES:

HC 68 Box 379, Clayton, ID 83227.

DESCRIPTION OF REAL PROPERTY CONVEYED BY THIS DEED:

Situated in the County of Custer, State of Idaho:

The real estate more particularly described upon Exhibit "A" attached hereto and by this reference incorporated herein and made a part hereof.

TOGETHER WITH all improvements thereon and all appurtenances thereto.

RESERVING, HOWEVER, to Grantor EDWIN BAKER, JR. a **LIFE ESTATE** to use and occupy the dwelling house and surrounding grounds and improvements situated upon a portion of the above described property, comprising a "homestead" as defined in I.C. §55-1001(2), as and

230712

for a personal residence; SUBJECT, HOWEVER, to Trustee's right to terminate said life estate during his lifetime, under certain circumstances more fully set forth in the Trust Agreement of the above named Trust, by notice of termination recorded in the public records of the County in which the property conveyed hereby is situated. The life estate reserved hereby is non-assignable and non-transferable, and in the event Grantor EDWIN BAKER, JR. joins in execution of any future conveyance of the property described herein, such joinder shall be deemed to constitute a voluntary surrender of the life estate reserved hereby, thereby immediately extinguishing the reserved life estate without further act or deed by any person or party. For purposes of the preceding sentence, Grantor EDWIN BAKER, JR. shall be deemed to have "joined in the execution of" a conveyance whether such Grantor executes the same individually, or in the capacity of a Trustee or Co-Trustee of THE BAKER FAMILY TRUST.

FOR GOOD AND SUFFICIENT CONSIDERATION, the above-named Grantor does hereby GRANT and CONVEY unto the above-named Grantee, the real property above described. This deed is given for estate planning purposes, without valuable consideration in cash or property, to vest title to the property in a revocable living trust established by Grantor parties.

Grantor WARRANTS that Grantor has good right and authority to execute and deliver this deed to the Grantee, and that Grantor is the owner in fee simple of said premises, subject only to those encumbrances of record, if any, which were made, suffered, or assumed by the Grantor. If the premises conveyed hereby are subject to any encumbrance securing indebtedness for the payment of which Grantor is presently personally liable, nothing herein contained shall be construed to release Grantor from such personal liability.

The singular terms "Grantor" and "Grantee" as used in this instrument shall be construed to include the plural.

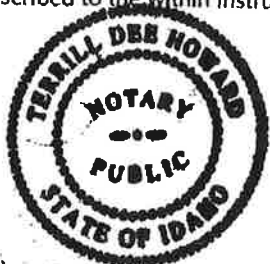
DATED: February 2, 2005.

Edwin Baker Jr
EDWIN BAKER JR.

Lura Helaina Baker
LURA HELAINA BAKER

STATE OF IDAHO)
)ss.
COUNTY OF CUSTER)

On this 2nd day of February, 2005, before me, a Notary Public in and for said State, personally appeared EDWIN BAKER JR. and LURA HELAINA BAKER, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Terrill D. Howard
Notary Public for Idaho
Residing at Engle, Idaho
Comm. Expires: 6-14-05

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DEPT OF WATER RESOURCES
SOUTHERN REGION

230712

**EXHIBIT "A" TO
SPECIAL WARRANTY DEED**

LEGAL DESCRIPTION OF PROPERTY

An UNDIVIDED ONE-HALF INTEREST in the following real property, situated in Custer County, State of Idaho:

Parcel No. 1:

The Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 14; and
Lots 1, 5, and 6 in Section 15;
ALL in Township 9 North, Range 17 East, Boise Meridian.

TOGETHER WITH all ditch and ditch rights, water and water rights, appurtenant to said premises or used in connection therewith.

Parcel No. 2:

The Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 1;
The Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 2; and
The North Half of the Northeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$) of Section 11;
ALL in Township 9 North, Range 17 East, Boise Meridian.

TOGETHER WITH all ditch and ditch rights, water and water rights, appurtenant to said premises or used in connection therewith.

Parcel No. 3:

Lots 1 and 2;
The Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$);
The South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$); and
The North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$);
ALL in Section 1, Township 9 North, Range 17 East, Boise Meridian.

TOGETHER WITH all ditch and ditch rights, water and water rights, appurtenant to said premises or used in connection therewith.

Parcel No. 4:

✓ The Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 2, Township 9 North, Range 17 East, Boise Meridian.

TOGETHER WITH all ditch and ditch rights, water and water rights, appurtenant to said premises or used in connection therewith.

Parcel No. 5:

- ✓ Lot 4 of Section 6, Township 9 North, Range 18 East, Boise Meridian.

TOGETHER WITH all ditch and ditch rights, water and water rights, appurtenant to said premises or used in connection therewith.

Parcel No. 6:

The East Half of the West Half ($E\frac{1}{2}W\frac{1}{2}$); and
 The Southwest Quarter of the Northeast Quarter ($SW\frac{1}{4}NE\frac{1}{4}$);
 ALL in Section 11, Township 9 North, Range 17 East, Boise Meridian.

TOGETHER WITH all ditch and ditch rights, water and water rights, appurtenant to said premises or used in connection therewith.

Parcel No. 7:

Lot 6 in Section 1;
 The Northeast Quarter of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter ($NE\frac{1}{4}SE\frac{1}{4}SE\frac{1}{4}NE\frac{1}{4}$) of Section 2;
 The South Half of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter ($S\frac{1}{2}SE\frac{1}{4}SE\frac{1}{4}NE\frac{1}{4}$) of Section 2;
 The Northeast Quarter of the Southeast Quarter of the Southwest Quarter of the Southeast Quarter ($NE\frac{1}{4}SE\frac{1}{4}SW\frac{1}{4}SE\frac{1}{4}$) of Section 2; and
 The South Half of the Southeast Quarter of the Southwest Quarter of the Southeast Quarter ($S\frac{1}{2}SE\frac{1}{4}SW\frac{1}{4}SE\frac{1}{4}$) of Section 2;
 ALL in Township 9 North, Range 17 East, Boise Meridian.

TOGETHER WITH all ditch and ditch rights, water and water rights, appurtenant to said premises or used in connection therewith.

Parcel No. 6 and Parcel No. 7 are SUBJECT TO the easements, restrictions, and exceptions set forth in Warranty Easement Deed recorded as Instrument No. 163938 in the office of the County Recorder of Custer County, Idaho.

The property described in this Exhibit "A" is the same property as that described in Warranty Deed recorded on November 25, 1991, as Instrument No. 0200725 in the office of the County Recorder of Custer County, Idaho.

((((((((END OF LEGAL DESCRIPTION))))))))

RECEIVED

JAN 17 2019

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:

DEPT OF WATER RESOURCES
SOUTHERN REGION

230713

#

Custer County Req. of

Junior Baker

Time *4:12 P M* Date *2-2-2005*

Ethel M. Peck, Clerk

Betsy Doughty \$27.00
Deputy

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

CERTIFICATION OF TRUST

State of Idaho)
) ss.
County of Custer)

EDWIN BAKER JR., whose full name is EDWIN ELLIS BAKER, JR., and LURA HELAINA BAKER, being first duly sworn, hereby certify and declare as follows:

- (1) This Certification of Trust is executed pursuant to the provisions of Sections 68-114 through 68-119, *Idaho Code*. Pursuant to § 68-117, *Idaho Code*, any transaction, and any lien created thereby, entered into between the Trustee and a person or entity acting in good faith in reliance upon the facts stated in this Certification of Trust, is fully enforceable against the assets of the Trust, unless such person or entity has actual knowledge that the representations contained herein are incorrect, or that the Trustee is acting outside the scope of the Trust.
- (2) EDWIN BAKER JR. and LURA HELAINA BAKER, husband and wife, as "Grantors", have established a revocable inter-vivos trust (commonly referred to as a "living trust") named THE BAKER FAMILY TRUST, pursuant to a Declaration of Trust and Trust Agreement dated effective the 1st day of February, 2005 (hereafter referred to as the "Trust Agreement"). The trust was established under the laws of the State of Idaho.
- (3) The currently acting Co-Trustees of said trust are EDWIN BAKER JR. and LURA HELAINA BAKER.
- (4) The Trust Agreement provides that upon the resignation or incapacity of either Co-Trustee during Grantors' joint lifetimes, the remaining Co-Trustee continues to serve as sole Trustee until the Successor Co-Trustees are required to succeed to the office of Trustee of the entire Trust, or of any separate trust estate being administered thereunder.
- (5) The names of the Successor Co-Trustees are TINA MARIE McAFFEE/WOJCIECHOWSKI and JESSY RAYMOND BAKER. If either of the originally designated Successor Co-Trustees shall at any time be unable or unwilling to act as Co-Trustee when required to do so, the Alternate Successor Co-Trustee automatically succeeds to the office of Co-Trustee to fill the vacancy. The name of the Alternate Successor Co-Trustee is TOMI JEAN QUIGLEY/BAKER.

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JAN 17 2019

DEPT OF WATER RESOURCES
SOUTHERN REGION

230713

- (6) Following the death of either Grantor, there may be created a Survivor's Trust, a Survivor's QTIP Trust, and a Decedent's Trust, as separate trust estates under the Trust Agreement. Upon the death of either Grantor, and continuing until the Survivor's Trust, the Survivor's QTIP Trust (if required), and the Decedent's Trust have been established and funded as required by the Trust Agreement, the surviving original Co-Trustee and the Successor Co-Trustees administer the trust estate as Co-Trustees; thereafter, the surviving original Co-Trustee serves as Trustee of the Survivor's Trust, if he or she is able and willing to do so, and the Successor Co-Trustees serve as Trustee of the Decedent's Trust and as Trustee of the Survivor's QTIP Trust.
- (7) During Grantors' joint lifetimes, the trust is a revocable trust and either of the Grantors, acting alone, may revoke the trust. After the death of either Grantor, the Survivor's Trust is a revocable trust and may be revoked by the surviving Grantor, but the Survivor's QTIP Trust and the Decedent's Trust, if created after the death of the first Grantor to die, are irrevocable. No other party holds the power to revoke the trust. Revocation of this trust shall not be effective as to third parties (parties other than a Trustee, Co-Trustee, a Grantor, or a beneficiary of the trust) unless the party exercising the power to revoke makes, in a manner authorized by the Trust Agreement, a permanent record of the revocation whose existence or non-existence is capable of being ascertained with certainty following the deaths of the Grantors.
- (8) During Grantors' joint lifetimes THE BAKER FAMILY TRUST is a "Grantor Trust" within the meaning of such term as used in the Internal Revenue Code. Grantors intend to file joint state and federal income tax returns, and accordingly all items of income and loss will be reported for tax purposes under the personal social security numbers of the Grantors. During such periods of time, no separate tax identification number is required for the trust. After the death of either Grantor, the Survivor's Trust continues to be a "Grantor Trust", but the Decedent's Trust and the Survivor's QTIP Trust, if created, will each be required to obtain a tax identification number. Accordingly, during Grantors' joint lifetimes the identifying tax numbers for the Trust are Grantors' social security numbers, and after the death of either Grantor the identifying tax number for the Survivor's Trust is the social security number of the surviving Grantor. The social security numbers, and tax identification numbers, when appropriate, will be provided upon request to any party transacting business with the Trust who is lawfully entitled thereto.
- (9) The manner in which title to trust assets should be taken during Grantors' joint lifetimes is as follows:
- EDWIN BAKER JR. and LURA HELAINA BAKER, as Co-Trustees of THE BAKER FAMILY TRUST.
- (10) The following is a true and correct copy of the provisions of Paragraph 6.2 of Article 6 of the Trust Agreement:

ARTICLE 6

PROVISIONS RELATING TO TRUSTEE AND SUCCESSOR TRUSTEE

6.2 **Powers of Trustee.** In addition to, and not in limitation of, any powers conferred upon trustees by any applicable statute or general rules of law, Trustee shall have all of the powers, and is expressly authorized in Trustee's sole and absolute discretion to do and perform all of the acts and things, which are more fully detailed and set forth upon the attachment to this Trust Agreement captioned "POWERS OF TRUSTEE", the provisions of which are by this reference incorporated herein and made a part hereof; SUBJECT, HOWEVER, to certain restrictions upon the exercise of such powers by a Successor Trustee while at least one Grantor is living, as more particularly set forth in the following Paragraph. Whenever the office of Trustee is held by Co-Trustees, the Co-Trustees may exercise such power and authority in the manner described in Paragraphs 25 and 26 of the said "POWERS OF TRUSTEE". Pursuant to the provisions of said Paragraph 25, the original Co-Trustees hereby jointly delegate to each Co-Trustee who is also one of the Grantors of this trust, the power and authority to take the following actions without the necessity for the co-signature of any other Co-Trustee:

(A) To make deposits and withdrawals with respect to all funds of the trust estate held in any form of account by any bank, savings and loan, credit union, or other financial institution; to have access to any safe deposit box held by the trust estate at any such financial institution; and

(B) To provide instructions to any securities broker or issuer concerning the purchase, sale, or transfer of securities, or the withdrawal or transfer of cash accounts, or to conduct any other transaction involving any brokerage account maintained by this trust or its Co-Trustees with a securities broker.

The delegation of power and authority herein contained may be terminated with respect to any financial institution or securities broker by written notice signed by any Co-Trustee and delivered in person or by certified mail to such financial institution or securities broker, but until and unless such notice of termination is so given all actions taken, and all documents signed, by a Co-Trustee pursuant to the foregoing delegation of power and authority shall be binding upon this trust, the trust estate of the trust, all Co-Trustees of the trust, and all present and future beneficiaries of the trust, with the same force and effect as if all Co-Trustees had joined in taking such action or signing such documents.

- (11) The following is a true and correct copy of the "POWERS OF TRUSTEE" attached to, and incorporated by reference in, the Trust Agreement pursuant to the provisions of said Paragraph 6.2 of Article 6:

POWERS OF TRUSTEE

The term "Grantor" as used herein shall be construed to include "Grantors" if there are two or more Grantors. Trustee is hereby granted the following powers and authority:

1. **Retention of Existing Investments.** To retain and hold in or as a part of the trust estate any investment or other property acquired from Grantor or Grantor's estate, with full power, nevertheless, to change and vary the form of any investment from time to time as the Trustee shall deem best.

2. **Operation of Business.** To retain, continue and operate any farm, ranch, or other business or business interest acquired from Grantor or Grantor's estate, and to do all things deemed advisable in connection therewith, including the power to incorporate or otherwise change the form of the business and to put additional capital into it, as Trustee may deem best.

3. **Management and Operation of Real Estate.** To manage, operate, repair and improve, and to rent or lease, regardless of the length of the term, any real estate forming a part of the trust estate. Trustee shall have the power to do all things necessary or advisable in connection with the management and operation of any farm or ranch properties, and any natural resource properties.

4. **Investments.** Except to the extent (if any) expressly provided to the contrary in the Trust Agreement of which these "Powers of Trustee" are a part, Trustee's investment powers and authority shall not be subject to the provisions of any "Prudent Investor Act" or other statute that defines the types or character of investments that are permissible or suitable for investments by fiduciaries. Trustee may open and maintain accounts with stock brokerage firms, and may execute all documents necessary for the opening and maintenance thereof, and on behalf of the Trust the Trustee may invest the trust estate in, and may buy, sell, and trade:

Stocks, bonds, notes, options (including puts and calls, whether or not covered by like securities held in the brokerage account), and other securities of any nature (including short sales, and sales on margin), and for such purposes Trustee may maintain and operate margin accounts with brokers, and may borrow money from any brokerage firm and pledge any securities held or purchased by Trustee to such brokers as security for loans and advances made to the Trustee; and

Any other real or personal property, including (but not limited to) precious metals or stones, commodities and commodity interests, interests in oil, gas, and mineral wells, mines, and leases, shares or interests in investment trusts and common trust funds, leaseholds or undivided fractional interests in real estate, and interests in general or limited partnerships;

as Trustee may deem advisable. Investments need not be diversified and may be made or retained when Trustee deems possible future appreciation in value of the investment to be a more important investment objective than the amount of current income generated by the investment. Trustee may at any time hold cash or readily marketable securities of low yield for such period as Trustee may deem advisable. Nothing contained in this Paragraph shall be construed to waive the necessity for Trustee to obtain the consent of a particular person for certain investments or investment transactions whenever the Trust Agreement expressly requires that Trustee obtain such consent; provided, however, in the absence of actual knowledge to the contrary all parties entering into transactions with Trustee may conclusively presume that all required consents have been obtained and Trustee shall not be required to furnish documentation evidencing such consent.

a. The Trustee is authorized to delegate all or any portion of the investment powers set forth in this Paragraph to a Deputy Trustee, pursuant to the authority granted in Paragraph 24 of these "Powers of Trustee". A Deputy Trustee to whom such investment powers have been delegated shall have the status of a Trust Advisor if such office is authorized under the laws of the jurisdiction under whose laws this Trust is created or under the laws of the jurisdiction in which the delegated powers are exercised; otherwise, a Deputy Trustee to whom such investment powers have been delegated shall have the status of an agent of the Trust as set forth in said Paragraph 24.

b. The Trustee is authorized to appoint one or more investment managers to manage all or any part of the assets of the Trust, and to pay reasonable compensation to any such investment manager. Trustee may delegate to an investment manager the power to acquire and dispose of assets, and investment discretion.

5. **Exercise of Conversion Rights.** To exercise any rights and privileges to convert investments or other property into other investments or other property and to subscribe for additional securities, and to hold any assets so acquired as investments of the trust estate.

6. **Voting of Securities.** To vote in person or by proxy on any stocks or other securities held by Trustee.

7. **Registration of Securities or Other Property.** To cause to be registered in Trustee's name, individually or as Trustee, or in the name of a nominee, any securities or other property from time to time held by Trustee, or to take and keep securities unregistered, and to retain securities or any part thereof in such condition that they will pass by delivery.

8. **Corporate Transactions.** To join in, or to dissent from and to oppose, the reorganization, recapitalization, consolidation, sale or merger of corporations or properties in which Trustee may be interested as Trustee upon such terms and conditions as Trustee may deem wise, and to accept any securities which may be issued upon any such reorganization, recapitalization, consolidation, sale or merger, and thereafter to hold the same.

9. **Purchase, Sale and Disposition of Property.** To purchase, sell, exchange, convey or dispose of, or to acquire or grant options with respect to, any property, real or personal, and any purchase or sale may be made by private contract or by public auction, and for cash or upon credit, or partly for cash and partly upon credit, as Trustee may deem best, and no person dealing with Trustee shall be bound to see to the application of any monies paid.

10. **Right to Make Conveyances.** To make, execute, acknowledge and deliver any and all deeds, leases, assignments and other legal instruments necessary or proper to carry out the provisions of the Trust Agreement and to exercise the powers granted to Trustee thereunder.

11. **Right to Borrow and Provide Security.** To borrow money from any financial institution or source of financing deemed appropriate by Trustee, for any purpose, at any time and from time to time, on any terms and in any manner as the Trustee may, in Trustee's sole discretion, deem advisable and appropriate and in the best interests of the beneficiaries of this Trust, and as security therefor to encumber or pledge any property forming a part of the trust estate upon such terms and conditions as Trustee may deem advisable. Trustee may also pledge or encumber assets of the trust estate to collateralize the loans or other obligations of Grantor and may act as a co-borrower or guarantor with respect to loans and obligations of Grantor. Trustee may make, execute, acknowledge, and deliver such notes, loan agreements, deeds of trust, mortgages, security agreements, or other documents as shall be necessary or desirable to consummate any transaction authorized hereby. Trustee shall have the power to expend funds of the trust estate for the purpose of repayment of indebtedness secured by encumbrance or pledge of property forming a part of the trust estate.

12. **"Reverse Mortgage" or Other Encumbrance on Grantor's Permanent Residence Property.** The Trust Agreement to which these "Powers of Trustee" are attached authorizes the Grantor to select a parcel of real estate that comprises a part of the trust estate of this Trust, for use as Grantor's permanent personal residence. Without limiting the generality of any of the foregoing provisions relating to borrowing by Trustee, Trustee is expressly authorized, during the lifetime of Grantor:

a. To enter into a transaction or transactions to borrow money for the purpose of improving the real estate selected as the location of the Grantor's permanent personal residence, upon such terms and conditions as Trustee deems appropriate and proper, and to encumber said parcel of real estate for the purpose of securing such mortgage loan transaction; and

b. To enter into (or assist Grantor in entering into) a transaction for a "reverse mortgage", sometimes called a "home equity conversion mortgage", upon the real estate selected as the Grantor's permanent personal residence, upon such terms and conditions as Trustee deems appropriate and proper, and to encumber said parcel of real estate for the purpose of securing such mortgage transaction.

Trustee is expressly authorized to execute and deliver any and all documents, including but not limited to loan agreements, mortgages and deeds of trust, closing statements, disclosure statements, or other documents required to be executed by Trustee in connection with any transaction authorized hereby. Trustee may also execute and deliver: (a) Agreements to notify the lender in event of the death of the occupant of the residence property; (b) Agreements to notify the lender in event of any change of occupancy of the encumbered property; and (c) Agreements to notify the lender in event of any conveyance of the encumbered property or any transfer of any beneficial interest in the encumbered property. Trustee shall assure that the Trust will abide by all written instructions or agreements lawfully entered into with the lender in connection with any such mortgage loan transaction or home equity conversion mortgage transaction. All persons having any interest in this Trust, and the trust estate thereof, shall be conclusively bound by all documents executed by the Trustee in connection with any transaction authorized hereby, and it shall not be necessary for the lender to notify any beneficiary of this Trust in event of Trustee's default in performance of Trustee's obligations, or to join any beneficiary of this Trust in any action for foreclosure or other enforcement of the encumbrance executed by Trustee to secure payment of the amounts due to the lender. In event of any foreclosure by the lender, all rights of use and occupancy of the encumbered property by Grantor or any other beneficiary shall terminate concurrently with the lender's obtaining the legal right to possession of such property.

13. **Loans to Grantor's Estate.** To lend funds of the trust estate to Grantor's estate, upon such terms and conditions as Trustee shall approve.

14. **Life Insurance Policies.** To acquire as an asset of the trust estate one or more life insurance policies on the lives of any persons to whom the income of the trust is then payable, or on the life of any person in whom such income beneficiary has an insurable interest, from such companies and in such amounts as Trustee may deem advisable; to pay premiums on all policies, from income or principal or both (other than income or principal of the Survivor's Trust, if any such Trust be established hereunder), as Trustee may determine and any such insurance shall be payable to, and all incidents of ownership shall be vested in, Trustee.

15. **Insurance Proceeds; Options.** To permit the proceeds of any insurance policy payable to Trustee, or any part of such proceeds, to remain with the company under any option available under the terms of such policy, and Trustee shall not be liable for any loss resulting to the trust estate by reason of having permitted such retention.

16. **Establishment of Reserves.** To establish, from rents, profits and other income, such reserves for taxes, assessments, insurance, repairs, improvements, depreciation and maintenance of buildings and other property, as Trustee shall deem advisable and consistent with the purposes of Grantor.

17. **Distribution in Cash or Property.** Except as otherwise expressly provided elsewhere herein, to make any division or distribution in cash or in kind, or partly in cash and partly in kind, on the basis of market values at the time of such division or distribution, or if there be no recognized market value, at the fair value thereof. Any determination of recognized market value or fair value of any security or property made by Trustee for the purposes hereof shall be deemed presumptively correct. In the event Trustee elects to satisfy a pecuniary gift by distribution of property in kind:

a. If the decedent by reason of whose death property is being transferred died prior to January 1, 2010, Trustee must, unless expressly directed otherwise in the Trust Agreement, distribute assets, including cash, fairly representative of appreciation or depreciation in all of the property available for distribution in satisfaction of such pecuniary gift; or

b. If the decedent by reason of whose death property is being transferred died after December 31, 2009, Trustee shall not transfer property in satisfaction of a pecuniary gift if the carryover capital gains tax basis in that property, determined in the manner directed by Internal Revenue Code Section 1022 (after any adjustment in basis of the property made by the decedent's estate, as provided for in I.R.C. Sections 1022 and 6018), is less than the fair market value of the property at the date of the decedent's death, unless the recipient of the property makes arrangements satisfactory to Trustee to reimburse the trust estate for the income taxes Trustee will be required to pay because of gain the Trust will be required to recognize by reason of the property transfer.

The provisions contained in this Paragraph supplement, but do not replace or supersede, the provisions contained in Schedule "L" to the Trust Agreement.

18. **Payment of Expenses.** To pay any and all expenses, costs, fees (including Trustee's own fees), taxes, penalties or other charges and except as otherwise expressly provided herein to charge the same against principal or income or partly against the principal and partly against the income of the whole or any part of any trust.

19. **Reliance on Furnished Information.** To rely upon any information, affidavit, certificate, letter, notice, telegram, or other document, or upon any telephone conversation believed by Trustee to be genuine and sufficient.

20. **Employment of Others.** To employ agents, attorneys, investment advisors, and other persons whose services may be required or advisable in the administration of the trust estate and to pay them reasonable compensation.

21. **Arbitration of Differences.** To submit to final arbitration any matter of difference with others.

22. **Settlement and Enforcement of Claims.** To compromise, compound and settle any obligation due to or from the trust estate (including Grantor's estate where appropriate); to reduce the rate of interest on, and to extend or otherwise modify, or to foreclose upon default or otherwise enforce, any such obligation; to enforce or to abstain from the enforcement of any right, obligation or claim; and to abandon, if in Trustee's absolute discretion Trustee shall deem it advisable, any property, real or personal, which may at any time form a part of the trust estate and of the beneficiaries thereof, either before or after default.

23. **Depositories and Investment of Cash.** To create and maintain and invest in savings accounts, checking accounts, certificates of deposit, money market funds, and all other forms of cash reserves and deposits, including safety deposit boxes, whether or not interest bearing, and to maintain said cash accounts and reserves with any institution or depository deemed appropriate by the Trustee. If the office of Trustee is held by Co-Trustees, and all Co-Trustees shall so instruct the depository, checks and withdrawals may be signed and made by any one Co-Trustee without the co-signature of any other Co-Trustee. Such accounts and deposits shall be titled in the name or names designated by the Trustee. Trustee may appoint a Deputy Trustee or Deputy Trustees pursuant to the authority granted in Paragraph 24 below, to function as would the Trustee in connection with any cash accounts or reserves including the authority to make deposits to and withdrawals from such cash accounts and reserves.

24. **Deputy Trustees.** Trustee shall have the power to appoint one or more Deputy Trustees to assist Trustee in the administration of this Trust, and to perform any act of administration of this Trust on behalf of Trustee. Trustee may delegate to a Deputy Trustee such power and authority as the Trustee shall elect, subject to the following terms and conditions:

a. The appointment shall be made by written instrument, signed by the Trustee. No other formalities are required.

b. A Deputy Trustee must exercise all delegated power and authority in a fiduciary capacity.

c. A Deputy Trustee shall have the legal status of an agent of this Trust with respect to acts and conduct of the Deputy Trustee that are within the scope of the power and authority delegated by the Trustee.

d. Unless appointed by a Trustee who is also a Grantor, a Deputy Trustee must have the same qualifications as a successor Trustee appointed in event of vacancy in the office of Trustee, as provided elsewhere herein.

e. Trustee may not delegate to a Deputy Trustee the responsibility or authority to determine whether discretionary distributions of principal or income shall be made to beneficiaries, or to determine the timing or amounts of any such discretionary distributions. Trustee's discretion relating to distributions to beneficiaries must be exercised solely by the Trustee.

f. A Deputy Trustee shall account solely to the Trustee for the income and principal of any assets entrusted to it.

g. Trustee may appoint a bank trust department or a trust company as a Deputy Trustee, and may delegate to such Deputy Trustee the power and authority to invest and reinvest cash or other liquid assets of the trust estate delivered to it by Trustee. Such a Deputy Trustee is expressly authorized and empowered to invest such cash or other liquid assets in, and to commingle the same with, common trust funds maintained by it for the investment of trust funds held by such corporate Trustee. Any other investments must be approved by Trustee.

h. If at any time the trust estate includes real estate, or an ownership interest in a proprietorship business or closely-held corporation, that the Trustee is unwilling or legally unable to accept or hold in trust solely by reason of the location of the real estate, or the difficulty or inconvenience to the Trustee of managing a particular parcel of real estate, or business, or investment in a closely-held corporation, Trustee shall not liquidate such asset except with the consent of a majority in interest of the then-current beneficiaries entitled to receive the income of the trust estate. If such consent cannot be obtained, Trustee shall appoint one or more Deputy Trustees to hold and manage such specific asset or assets, and account to the Trustee for the income and principal thereof at reasonable intervals determined by the Trustee. A Deputy Trustee appointed under the provisions of this subparagraph shall, from and after its appointment, and without any assignment or other act by any person, have all the title, interest, rights and powers with respect to the particular asset or assets entrusted to it, that are by the provisions of this Agreement vested in the Trustee. Trustee shall have no liability to any beneficiary hereunder with respect to the consequences of maintaining such asset or assets as a part of the trust estate, or any losses occasioned thereby. Nothing herein contained shall, however, be construed to require that Trustee obtain the consent of beneficiaries before liquidating an asset or investment if the Trustee has determined that holding such asset or investment involves an unreasonable risk of loss and would be imprudent and not in the best interests of the beneficiaries. By way of illustration and not limitation, if Trustee for legal or policy reasons determines that it cannot hold and manage real property located in another State, the management of such property shall be entrusted to a Deputy Trustee unless a majority in interest of the income beneficiaries consent to sale and liquidation of the property; but if Trustee determines that a particular investment involves a high degree of risk and constitutes an imprudent investment of trust funds, Trustee may liquidate the investment without the consent of beneficiaries unless such liquidation has been expressly prohibited elsewhere in this Trust Agreement.

i. No Deputy Trustee shall have any liability to any beneficiary of this Trust with respect to any act or omission of the Trustee that appointed such Deputy Trustee.

All Deputy Trustees shall serve at the pleasure of the Trustee, and Trustee may terminate the appointment and authority of a Deputy Trustee at any time and for any reason deemed sufficient by Trustee. Trustee shall give written notice of such termination to all parties known to Trustee to have been dealing with the terminated Deputy Trustee, and if management of any real estate was entrusted to the terminated Deputy Trustee, Trustee

shall cause a notice of termination of the appointment of the Deputy Trustee to be recorded in the public records of each jurisdiction in which such real estate is located. Nothing contained in this Paragraph 24 shall be construed to limit or contravene the express provisions of Paragraphs 4 and 23 above as the same relate to Deputy Trustees.

25. **Delegation of Powers to Certain Co-Trustees.** Whenever the office of Trustee is held by Co-Trustees, the Grantor(s) or Co-Trustees may by unanimous written agreement delegate the authority and responsibility for exercise of certain of these powers, and the authority to perform certain duties and responsibilities of the Trustee (including but not limited to the signing of checks; providing orders to securities brokers or investment advisors, and the execution of any documents) to one or more designated Co-Trustees. Any document executed by fewer than all of the Co-Trustees in conformity with the provisions of this Paragraph shall be binding upon this Trust, its Trustee, its trust estate, and all beneficiaries hereunder. Whenever evidence of delegation of authority under the provisions of this Paragraph has been furnished to a party, such party may thereafter, until and unless written notice to the contrary from any Grantor or Co-Trustee is actually received by such party, conclusively presume that all acts and transactions of the Co-Trustee or Co-Trustees to whom such authority was delegated (so long as they are within the scope of the delegation of authority) have in all respects been duly and regularly authorized and all consents required under the provisions of Paragraph 26 below with respect to such acts and transactions have been properly obtained.

26. **Exercise of These Powers by Co-Trustees.** Whenever the office of Trustee is occupied by two Co-Trustees, such Co-Trustees must exercise the powers of Trustee by unanimous consent. If at any time the office of Trustee shall be held by more than two Co-Trustees, and such Co-Trustees shall be unable to agree with respect to any matter relating to the administration of this Trust, the decision and actions of a majority of the Co-Trustees shall be controlling.

- (12) No other provisions of said Trust Agreement vary, modify, or limit the provisions set forth herein. The trust has not been revoked, modified, or amended in any manner to make the statements in this certification incorrect.

DATED this 2nd day of February, 2005.

Edwin Baker Jr.
EDWIN BAKER JR.

Lura Helaina Baker
LURA HELAINA BAKER

SUBSCRIBED AND SWORN to before me this 2nd day of February, 2005.

Donnell D. Howard
Notary Public for Idaho
Residing at: Engle, Idaho
Comm. Expires: 10-14-05





Brad Little
Governor

State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 ADDISON AVE W STE 500 • TWIN FALLS, ID 83301-5858
Phone: (208)736-3033 • Fax: (208)736-3037 • Website: www.idwr.idaho.gov

Gary Spackman
Director

February 15, 2019

EDDIE BAKER JR
HC 68 BOX 379
CLAYTON ID 83227-9601

BAKER FAMILY TRUST
C/O EDWIN BAKER JR TRUSTEE
LURA HELAINA BAKER TRUSTEE
HC 68 BOX 379
CLAYTON ID 83227-9601

Re: Change in Ownership for Water Right No(s): 72-204, 72-2048, 72-10302A, 72-10302B, 72-10302C, 72-10303, 72-10304, 72-10305, 72-16779, 72-16780A, 72-16781A

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) 736-3033.

Sincerely,

Jim Bitzenburg
Senior Water Resource Agent, Southern Region

Enclosure(s)

RECEIVED

JAN 17 2019

DEPT OF WATER RESOURCES
SOUTHERN REGION

January 16, 2019

Jim Bitzenburg
Water Resource Agent
Idaho Department of Water Resources
Southern Regional Office

Dear Mr. Bitzenburg,

Please find attached the death certificate of my father Eddie E. Baker, aka Edwin Ellis Baker. I would like the water rights associated with the attached deeds to have his name removed.

Please let me know if I need to do anything further to assist in this process.

Sincerely,



Eddie E. Baker, Jr.
HC 68 Box 379
Clayton, ID 83227
jrbaker@custertel.net
208-838-2318