

RECEIVED

MAR 02 2012

DEPARTMENT OF
WATER RESOURCESSTATE 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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
6513410	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Buddie Lewis Munday and Connie Marie Munday, Trustees
Name of current water right holder/claimant Munday Family Revocable Trust
3. New Owner(s)/Claimant(s): Debra Wiggins Stephens, Trustee Debra Wiggins Stephens Trust
Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☐ and/or

18700 Highway 55
Mailing address

Boise Id 8364 83714
City State ZIP

208-939-0266 artinfact@live.com
Telephone Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: Feb 13, 2012
6. 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.

7. Signature: Debra Wiggins Stephens Trustee 3-1-12
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 SRT Date 3-2-2012 Receipt No. CG94784 Receipt Amt. \$25-

Approved by _____ Processed by _____ Date _____



IDWD
Order No. 0018141

This document has been recorded electronically.
Please see the attached Copy to view the County
Recorder's stamp as it now appears in the public
record.

Submitted by: AMERITITLE

WARRANTY DEED

For Value Received,

**Buddie Lewis Munday and Connie Marie Munday, trustees of the Munday Family Revocable Trust U/T/A
1/3/02**

GRANTOR(s), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

Debra Wiggins Stephens, Trustee of the Debra Wiggins Stephens Trust

GRANTEE(s), whose address is: **18700 Highway 55, Boise, Id 83714**

the following described real property, to-wit:

A parcel of land situate in the SE1/4 of the SW1/4 and the SW1/4 of the SE1/4 of Section 21, Township 12 North, Range 4 East, Boise Meridian, Valley County, Idaho, being more particularly described as follows:
Commencing at the southwest corner of said Section 21, C.P.F. Inst. 117686, corner records of said Valley County; Thence a bearing of S. 89° 20' 03" E., a distance of 1325.53 feet on the south boundary of said Section 21 to a set 5/8 inch rebar marking the W 1/16 corner on the south boundary of said Section 21, C.P.F. Inst. 180597, corner records of said Valley County; Thence a bearing of N. 00° 19' 41" E., a distance of 14.05 feet on the west boundary of said SE1/4 of the SW1/4 to a set 5/8 inch rebar being the TRUE POINT OF BEGINNING.
Thence a bearing of N. 66° 16' 49" E., a distance of 232.06 feet to a set 5/8 inch rebar; Thence a bearing of N. 74° 52' 16" E., a distance of 467.70 feet to a set 5/8 inch rebar; Thence a bearing of S. 74° 51' 52" E., a distance of 146.35 feet to a set 5/8 inch rebar; Thence a bearing of S. 86° 59' 44" E., a distance of 70.47 feet to a set 5/8 inch rebar; Thence a bearing of N. 00° 00' 00" E., a distance of 20.00 feet to a set 5/8 inch rebar; Thence a bearing of N. 68° 02' 50" E., a distance of 65.73 feet to a set 5/8 inch rebar; Thence a bearing of S. 90° 00' 00" E., a distance of 389.84 feet to a point on the west boundary of said SW1/4 of the SE1/4; Thence a bearing of S. 90° 00' 00" E., a distance of 29.04 feet to a set 5/8 inch rebar; Thence a bearing of S. 00° 16' 28" W., a distance of 247.76 feet to a set 5/8 inch rebar on the south boundary of said Section 21; Thence a bearing of S. 89° 21' 11" E., a distance of 748.14 feet on said south boundary to a set 5/8 inch rebar; Thence a bearing of N. 00° 16' 28" E., a distance of 659.13 feet to a set 5/8 inch rebar; Thence a bearing of N. 89° 19' 31" W., a distance of 777.19 feet to a set 5/8 inch rebar on the west boundary of the SW1/4 of the SE1/4; Thence a bearing of N. 89° 19' 16" W., a distance of 710.25 feet to a set 5/8 inch rebar; Thence a bearing of N. 00° 18' 04" E., a distance of 659.78 feet to a found 1/2 inch rebar on the north boundary of said SE1/4 of the SW1/4 being the south corner common to Lot 9 and Lot 10, Block 2, Meadow View Heights Subdivision; Thence a bearing of N. 89° 18' 43" W., a distance of 291.17 feet on said north boundary to a found 1/2 inch rebar being the south corner common to Lot 8 and Lot 9, Block 2, of said Meadow



Instrument # 366859
VALLEY COUNTY, CASCADE, IDAHO
02-14-2012 14:58:21 No. of Pages: 2
Recorded for: AMERITITLE CASCADE
ARCHIE N. BANBURY Fee: \$13.00
Ex-Officio Recorder Deputy: TME
Electronically Recorded by Simplifile

IDWD
Order No. 0018141

WARRANTY DEED

For Value Received,

Buddie Lewis Munday and Connie Marie Munday, trustees of the Munday Family Revocable Trust U/T/A
1/3/02

GRANTOR(s), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

Debra Wiggins Stephens, Trustee of the Debra Wiggins Stephens Trust

GRANTEE(s), whose address is: 18700 Highway 55, Boise, Id 83714

the following described real property, to-wit:

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Commencing at the southwest corner of said Section 21, C.P.F. Inst. 117686, corner records of said Valley County; Thence a bearing of S. 89° 20' 03" E., a distance of 1325.53 feet on the south boundary of said Section 21 to a set 5/8 inch rebar marking the W 1/16 corner on the south boundary of said Section 21, C.P.F. Inst. 180597, corner records of said Valley County; Thence a bearing of N. 00° 19' 41" E., a distance of 14.05 feet on the west boundary of said SE1/4 of the SW1/4 to a set 5/8 inch rebar being the TRUE POINT OF BEGINNING.
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View Heights Subdivision; Thence a bearing of N. 89° 18' 22" W., a distance of 323.03 feet on said north boundary to a set 5/8 inch rebar being the southwest corner of said Lot 8, Block 2, of Meadow View Heights Subdivision; Thence a bearing of S. 00° 19' 41" W., a distance of 1305.77 feet on the west boundary of said SE1/4 of the SW1/4 to the POINT OF BEGINNING.

SAVE AND EXCEPT: All that certain lot, piece or parcel of land, situate in Valley County, Idaho as shown as Lot 1, Block 1 of Horse Heaven Subdivision, a plat which is recorded in the office of the Recorder of Valley County, Idaho.

TO HAVE AND TO HOLD the premises with its appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises that said premises are free from all encumbrances except the current year's taxes and assessments, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record and that they will warrant and defend the same from all lawful claims whatsoever.

DATED this 13 day of FEB, 2012.

Munday Family Revocable Trust U/T/A 1/3/02

BY:

Buddie Lewis Munday
Buddie Lewis Munday, Trustee

BY:

Connie Marie Munday
Connie Marie Munday, Trustee

State of Arizona

)ss

County of Mohave

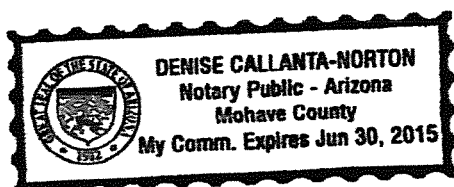
On this 13 day of FEB, 2012, before me Denise Callanta-Norton, a notary public in and for said State, personally appeared Buddie Lewis Munday and Connie Marie Munday being by me first duly sworn, declared that they are Trustees of the Munday Family Revocable Trust U/T/A 1/3/02 that they signed the foregoing document as the Trustees and that statements therein contained are true.

Denise Callanta-Norton
Notary Public

Residing at: Mohave County, Arizona

Commission Expires:

JUNE 30, 2015



COPY

**TRUST AGREEMENT
OF THE
DEBRA WIGGINS STEPHENS TRUST**

THIS TRUST AGREEMENT IS MADE AND EXECUTED this 24 day of November, 2000, by and between Debra Wiggins Stephens, a married woman dealing with her sole and separate property, of Weiser, Washington County, Idaho, hereinafter referred to as the "*Grantor*" and Debra Wiggins Stephens, of Weiser, Washington County, Idaho hereinafter referred to as the "*Trustee*".

WITNESSETH:

WHEREAS, the Grantor desires to create a trust effective this date, and the above-named Trustee agrees to act as Trustee thereof,

NOW, THEREFORE, Grantor hereby grants, conveys, assigns, and delivers to the Trustee, IN TRUST, the property described in Schedule A annexed hereto, to have and to hold the same and any other property which the Trustee may at any time hold or acquire hereunder, all of which property is herein called the "*trust estate*", for the following uses and purposes and subject to the terms and conditions hereinafter set forth.

Article I

Section 1.01 Trust Name

This trust shall be known as the "*Debra Wiggins Stephens Trust*" and is referred to herein as the "Trust", the "trust estate," and/or "this Debra Wiggins Stephens Trust."

Section 1.02 Additional Property

The Grantor, or any other person, with the consent of the Trustee, may name the Trust as beneficiary of life insurance policies, or deposit or devise additional property with the Trust, which, upon acceptance, shall become part of the trust estate.

Section 1.03 Definition of Beneficiaries

As used in this Debra Wiggins Stephens Trust, the terms "child", "grandchild", "grandchildren", "beneficiaries", "beneficiary", and "issue" shall refer to the minor child of the Grantor, namely, Lindsey Rae Stephens, any other children of Grantor, and the issue of any children of Grantor.

Section 1.04 Successor Trustee

Upon my death, legal incapacity (as defined by Idaho Code 15-2-504), or resignation, I designate Teresa Resch, who shall, upon acceptance, serve as successor Trustee.

If Teresa is unable or unwilling to so act, I appoint Bob and Linda Stephens to act as Alternate Successor Co-Trustees.

Article II

Section 2.01 Withdrawals by Grantor

While Grantor is living, the Trustee shall distribute to or for the benefit of the Grantor, such sums from income and principal as the Grantor may at any time request.

Section 2.02 Distributions by Trustee

The Trustee may distribute to or for the benefit of the Grantor such sums from income and principal as the Trustee deems reasonable for the maintenance, support, and health of Grantor.

Section 2.03 Character of Property

All separate property transferred to this Trust by the Grantor shall retain its character as separate property during the lifetime of the Grantor, and any withdrawal or distribution from the Trust by or for the benefit of the Grantor of such property shall be her separate property. All property, real or personal, listed on Schedule A hereto, is the separate property (not community property) of Grantor.

Section 2.04 Disability of Grantor

Should a Trustee or successor Trustee at any time consider the Grantor to be unable for any reason to direct the Trust with respect to disposition of such sums from the trust estate, such Trustee is authorized, in that Trustee's absolute discretion, to expend for the Grantor such sums from the principal or income, as that Trustee shall deem necessary or advisable for her support, maintenance, and/or health.

Article III

Section 3.01 Payment of Debts, Last Illness Expenses, and Funeral

Upon the death of the Grantor, my Trustee is directed not to pay my just debts, last illness expense, expenses of administration of my estate, claims against my estate, or my funeral bills from this trust unless, and only to the extent, I have an insufficient amount of community property and/or insurance outside this trust estate to pay for the same.

Section 3.02 Administration on Death of Grantor

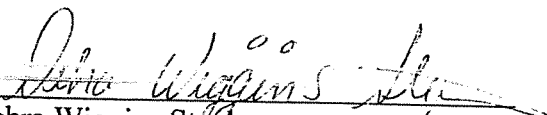
Upon the death of the Grantor, should the beneficiary be under the age of 21 years, the Trustee shall continue the Trust and collect all trust property, including any

ARTICLE 3

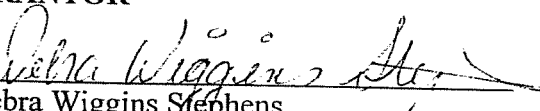
SUBSTITUTE TRUSTEES

3.01 In the event a vacancy exists, for any reason, in the office of Trustees, Teresa Resch shall be appointed as substitute Trustee. If she is unable or unwilling to act as substitute Trustee, Bob and Linda Stephens shall be appointed to act as substitute Co-Trustees.

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year first above written.


Debra Wiggins Stephens

GRANTOR


Debra Wiggins Stephens

TRUSTEE

NOTARY

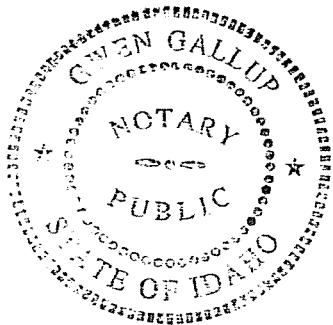
STATE OF IDAHO)

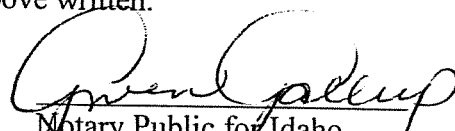
ss:

County of Washington)

On the 26th day of December, 2000, before me the undersigned, a Notary Public in and for the State of Idaho, personally appeared, Debra Wiggins Stephens, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same, in the representative capacity so noted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this Certificate first above written.




Notary Public for Idaho
Residing in: Weiser, Idaho
Comm. Expires: 7/30/2005

ABSTRACT OF TRUST

DATED:

As of the 8th day of December, 2000

GRANTOR:

Debra Wiggins Stephens, Weiser,
Washington County, Idaho

TRUSTEE:

Debra Wiggins Stephens

BENEFICIARY:

Lindsey Rae Stephens

ARTICLE 1

CREATION OF TRUST

1.01 Grantor and Trustee entered into a trust agreement dated the 8th day of December, 2000, creating and establishing the DEBRA WIGGINS STEPHENS TRUST.

ARTICLE 2

DISPOSITION OF TRUST ESTATE

2.01 During the Grantor's lifetime, the Trustees shall distribute the net income for the benefit of the Grantor, at least annually.

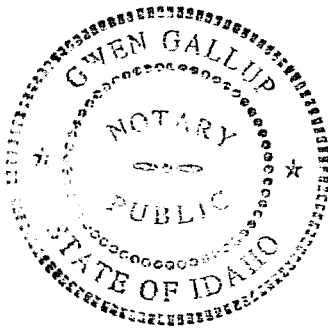
STATE OF IDAHO)

) ss.

County of Washington)

On this 5th day of December, 2000, before me, a Notary Public in and for said State, personally appeared Debra Wiggins Stephans, Grantor of this Debra Wiggins Stephans Trust, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that she executed the same as a Grantor.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Gwen Gallup
Notary Public in and for Idaho
Residing at Union, Idaho
Commission Expires 7/30/2005

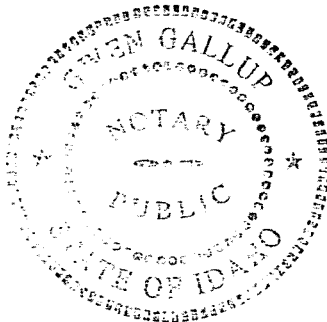
STATE OF IDAHO)

) ss.

County of Washington)

On this 5th day of December, 2000, before me, a Notary Public in and for said State, personally appeared Debra Wiggins Stephans, the Trustee of this Debra Wiggins Stephans Trust, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that she executed the same as a Trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Gwen Gallup
Notary Public in and for Idaho
Residing at Union, Idaho
Commission Expires 7/30/2005

Section 6.06 Determination of Distributees

If under any provision of this Trust a distribution of my estate is to be made to the issue of any person, my Trustee shall make distributions to those persons whom the Trustee believes, after making such inquiry as the Trustee thinks reasonable, to be the person so described, or if after making such inquiry the Trustee believes there is no such person, the Trustee may act upon such assumption. My Trustee shall not be obliged to secure judicial ascertainment of the identity of such issue or the lack thereof, and shall be immune from all liability which it might otherwise incur by reason of making any distribution without the aid of judicial settlement or decree.

Section 6.07 Order of Deaths

If any beneficiary dies within thirty (30) days after the death of the Grantor, or under such circumstances that there is not, in the judgment of the Trustee, whose decision shall be conclusive, sufficient evidence to determine whether such beneficiary has died within thirty (30) days after the death of the Grantor, the Grantor shall be deemed to have survived such beneficiary.

Section 6.08. Child of Gestation *A child in gestation* who is later born alive shall be considered as a living child throughout the period of gestation.

IN WITNESS WHEREOF, the parties hereto have executed this Debra Wiggins Stephens Trust the day and year first above written.

GRANTOR:

Debra Wiggins Steph

TRUSTEE:

Debra Wiggins Steph

The duties and responsibilities, and rate of compensation of the Trustee shall not be altered or modified without the Trustee's written consent.

Section 6.02 Situs

This Debra Wiggins Stephens Trust is established and accepted by the Trustee under the laws of the State of Idaho, and all questions concerning its validity, construction, and administration shall be determined under such laws.

Section 6.03 Other Principles of Construction

Words in any gender shall be deemed to include the other genders, and the singular shall be deemed to include the plural and vice versa.

The section and paragraph headings are for convenience only, are not a part of this Debra Wiggins Stephens Trust, and shall not be used in interpreting or construing this Debra Wiggins Stephens Trust.

Section 6.04 Definition of Issue

"Issue" means all persons who are descended from the person referred to, for purposes of intestate succession as determined under the laws of Idaho, as those laws exist on the date of my death. However, for the purpose of the foregoing, an adopted person shall be considered as descended from the person referred to only if he or she has been adopted while under the age of 18.

Section 6.05 Distribution Per Stirpes

In every case in which any interest is given to the issue of a person, distribution shall be made *per stirpes*. The share of any deceased distributee herein shall be distributed to such distributees issue, collectively, such issue taking by representation the share which their parents would have taken, if living.

Section 5.10 Additional Powers of Trustees

In addition to all the powers previously allowed the Trustee, the Trustee shall also be able to exercise, if necessary, all powers of the Personal Representative of Grantor's estate.

5.11 Manner of Making Payments to Minors or Incompetents

The Trustee, in the Trustee's discretion, may make payments to a minor or other beneficiary under disability by paying or applying any money or other property payable to any person in such of the following ways: (1) through payment directly to such person, even though he or she may be under a legal disability; (2) to any parent, guardian, committee, conservator, or other personal representative of such person or any suitable adult person with whom such person resides; (3) through direct expenditure for the beneficiary's benefit; (4) to any custodian of the property of such person, including custodians acting pursuant to the Idaho Uniform Transfers to Minors Act or similar acts; or (5) to the Trustee of any trust for the benefit of a minor. The receipt by any such payee shall be a full discharge for all property so paid or applied.

Article VI

Section 6.01 Amendment and Revocation

The Grantor may at any time during her lifetime amend any of the provisions of this Debra Wiggins Stephens Trust by an instrument signed by Grantor and delivered to the Trustee.

During the life of the Grantor, the Trust created by this Debra Wiggins Stephens Trust may be revoked, in whole or in part, by an instrument signed by the Grantor and delivered to the Trustee. Upon revocation, the Trustee shall distribute all or the designated portion of the property to the Grantor.

Section 5.08 Health, Education, Support, and Maintenance

A. Whenever provision is made in this Debra Wiggins Stephens Trust for payment for the "health" of a beneficiary, the term "health" shall be construed to include, but is not limited to, distributions to pay medical, dental, hospital, nursing, and invalidism expenses, including insurance to cover such expenses.

B. Whenever provision is made in this Debra Wiggins Stephens Trust for payment for the "education" of a beneficiary, the term "education" shall be construed to include education at some college or university of the beneficiary's choice, including post-graduate study, and shall also include vocational training undertaken in anticipation of a career. In determining payments to be made for such college, university, postgraduate school, or vocational school, the Trustee shall take into consideration the beneficiary's related living expenses to the extent that they are reasonable.

C. Whenever provision is made in this Debra Wiggins Stephens Trust for payment for the "support" or "maintenance" of a beneficiary, the terms "support" and "maintenance" shall not be limited to the bare necessities of life but shall mean support and maintenance in such beneficiary's accustomed manner of living.

Section 5.09 Character of Distributions

Unless otherwise specifically stated, all distributions, whether of Trust income or principal, shall be the separate property of each individual distributee. All income, rents, issues, profits, gains, and appreciation of property distributed to each individual distributee as separate property shall also be the separate property of each such distributee.

Section 5.05 Income and Principal Allocations

Unless otherwise specifically provided, the Trustee shall determine whether all or any part of any payment or property received or charged, expense incurred, or taxes incurred shall be credited to or charged against income or principal, or both, in the manner provided by the Principal and Income Act in effect at such time and in such state in which this Trust is administered. The determination of the Trustee as to what constitutes principal and income shall, unless otherwise provided herein, be conclusive and binding on all persons in any manner interested in trusts created by this Debra Wiggins Stephens Trust.

Section 5.06 Trustee's Powers

In order to carry out the purposes of the Trust or trusts created under this Debra Wiggins Stephens Trust, and subject to any limitations stated elsewhere herein, the Trustee shall have all of the powers and authority which are set forth in the Uniform Trustee's Powers Act, being title 68, chapter 1, Idaho Code, as now in effect and as it may hereafter be amended.

In addition to the powers conferred by the Uniform Trustee's Powers Act, the Trustee shall have the power to effect distribution of property and money in divided or undivided interests and to adjust resulting differences in valuation. A distribution in kind may be made pro rata or not pro rata, among beneficiaries or other distributees at my Trustees discretion.

Section 5.07 Compensation and Accounting

The Trustee and all persons employed by the Trustee shall be entitled to reasonable compensation in accordance with the provisions of applicable state law. The Trustee shall reasonably account to the Trust and its administration as provided by state law.

otherwise; sale; assignment; pledge; encumbrance; charge; garnishment; demand; damage; claim; judgment; expense; indemnification; contribution; sequestration; execution or levy of any kind, either voluntary or involuntary, including any such liability which is for alimony or other payments for the support of a spouse, former spouse or any child of a beneficiary or for any other relative of a beneficiary prior to actually being received by the person entitled to the benefit under the terms of this trust. Any attempt to anticipate; alienate; sell; transfer; assign; pledge; encumber; charge; satisfy any judgment, claim, levy, execution, indemnification, expense or contribution; or otherwise dispose of any right to benefits hereunder shall be void. The Trust assets shall not in any manner be liable for or subject to the debts, contracts, liabilities, engagements or torts of any person entitled to benefits hereunder. As used in this Section 5.03, the word "beneficiary" shall refer to any individual having a beneficial interest in the Trust and not merely to an individual that the Trust may specifically identify as a "beneficiary."

Section 5.04 Resignation and Succession of Trustee

Any Trustee of a trust established under this Debra Wiggins Stephens Trust may resign at any time by giving notice, in writing, delivered in person to or mailed to the last known address of each beneficiary then receiving, or who would then be eligible, in the discretion of the Trustee, to receive the income from this Trust, or any separate trust created by virtue of this instrument. Such resignation shall be effective the later of thirty (30) days following the date of service of the notice or the date specified in the notice. In the case of a beneficiary who is then under a legal disability, including under the age of twenty-one (21) years, notice shall be sufficient if given to the parent, guardian, or other person or institution having custody of such beneficiary.

If at any time a Trustee shall resign, fail, refuse, neglect, or be or become unwilling or unable to act or continue to act as a Trustee under this Debra Wiggins Stephens Trust, and no successor Trustee is appointed hereunder, a Court having jurisdiction over this Debra Wiggins Stephens Trust shall appoint a successor Trustee, however, such appointee shall not be Larry (Jake) Stephens.

Section 4.04 Guardian and Conservator

I appoint Teresa Resch of Seattle, Washington as guardian of the person of each child of mine who is under a legal disability, including under age 21. I further appoint Teresa Resch as conservator of any property not held in trust of each child of mine who is under a legal disability, including being under age 21.

Article V

Section 5.01 Discretion of the Trustee

The decision of the Trustee shall be final and conclusive in all matters in connection with the invasion of the principal or corpus of the trust estate and the exercise of any other discretionary powers. If the Trustee shall determine the continuance of any trust would be uneconomical or would otherwise be adverse to the best interests of the beneficiary or beneficiaries, the Trustee may terminate such trust by distribution.

Section 5.02 Rule Against Perpetuities

Each trust created shall in any event terminate twenty-one (21) years after the death of the last survivor of such of the beneficiaries thereunder as shall be living at the time of the death of the Grantor, and thereupon the property held in that trust shall be distributed, and the Trustee discharged of such trust, to the persons then entitled to the income and in the proportions to which they are entitled to the income.

Section 5.03 Spendthrift Protection and Rule Against Encumbrances

The interest of any beneficiary shall not be subject in any manner to anticipation; alienation; transfer by operation of law in the event of bankruptcy, insolvency or

Section 4.02 Withholding Provisions

If under the provisions of Section 4.01 any portion of the trust estate is distributable to any issue of the Grantor (or child of such issue) who has not attained age twenty-one (21), then such portion of the trust estate shall immediately vest in such issue or child of such issue. Notwithstanding that such portion of the trust estate is immediately vested, the Trustee shall retain possession of such vested portion of the trust estate during the period such person is under age twenty-one (21) and shall pay to or apply for the benefit of such person the entire net income of such person's vested portion of the trust estate, quarterly, annually, or at more frequent intervals, and if the Trustee deems the income to be insufficient, the Trustee shall pay to or apply for the benefit of such person such sums from the principal of such vested portion of the trust estate as the Trustee, in the Trustee's discretion, shall deem necessary for the proper health, education, support, or maintenance of such person. The Trustee shall have, with respect to each share so retained, all the powers and discretions the Trustee has with respect to the trust estate generally. When such person attains age twenty-one (21) or dies, the Trustee shall promptly distribute the balance of such vested portion of the trust estate to such person, or to the estate of such person.

Section 4.03 Failure of Remainder

If after the death of Grantor and before full distribution of the Trust, all of the Grantor's issue or child of such issue are deceased, and no other disposition of the property is directed by this trust, the trust estate or the portion of it then remaining shall be distributed to Grantor's heirs at law. Their identities and respective shares shall be determined as though the Grantor's death had then occurred and shall be determined according to the laws of the State of Idaho.

proceeds received from life insurance policies subject to this Trust and all accrued or accumulated income, as well as any property added hereto under the Grantor's Will.

It is the intention of the Grantor that the Trust property be held for the use, benefit, and control of the beneficiary until he/she reaches the age of 21 years, and be administered as set forth hereinafter in Article IV.

Article IV

Section 4.01 Distribution to Grantor's Issue

Upon the death of the Grantor, all property held or received by the Trustee and not disposed of under the foregoing provisions of this Debra Wiggins Stephens Trust, whether it be the trust assets remaining after any payment of death taxes, expenses of administration and claims, or any un-appointed remainder of any trust hereunder, shall be held, retained, or administered as follows:

(a) **Distributions to Personal Representative.** Distributions may be made to my Personal Representative to enable it to meet the obligations of my estate, subject to the directive in paragraph 3.01 hereof. Distributions may be made directly to any obligee. Distributions to my Personal Representative shall not be considered to be an asset of my estate for the purpose of probate, and no part thereof shall be subject to the claims of any of my creditors, the creditors of my estate, or to the costs of the administration of my estate, nor shall any obligee at my death be considered as a beneficiary of this trust.

(b) **Shares for Distribution.** The Trustee shall divide all property held by the Trustee into the number of equal shares required to produce one equal share for each living child of the Grantor and one equal share with respect to each child of the Grantor who has died leaving issue then living, except to the extent the withholding provisions of Section 4.02 apply.