

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

AUG 31 2011

Department of Water Resources
Eastern 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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
29-00290BOK	Yes ☒		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

Mike Luker

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

Wilhelmine Luker Trust, Lynn M. Luker, Trustee

Name of each new owner as listed on the conveyance document

New owner continued

Name connector ☐ and ☐ or ☐ and/or

514 El Blanco Drive

Mailing address

Boise,

City

ID

State

83709

ZIP

(208) 343-0022

Telephone

mluker@mindspring.com

Email

4. If the water rights and/or adjudication claims were split, how did the division occur?

- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above:

September 14, 1978
September 15, 1997 per accompanying letter

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:



Signature of new owner/claimant

Trustee, Wilhelmine Luker Trust

Title, if applicable

8/29/2011

Date

Signature:

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by



Date

8/31/2011

Receipt No.

E036934

Receipt Amt.

\$25.-

Approved by

Processed by

SUPPORT DATA

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

CHANGE IN ADDRESS

This form can be used to notify the Department of a change in
address of the owners of record for the listed water rights.
(Please print or type)

[] Water Right Number(s): 29-00290B

[] Name(s): Mike Luker
Estate of Nephi M. Luker

[] Old Mailing Address: C/O Lynn Luker
514 El Blanco Dr.
Boise, ID 83709

[] New Mailing Address: Lynn M. Luker, Trustee
Wilhelmine Luker Trust
514 El Blanco Drive
Boise, ID 83709

Telephone Number: (208) 343 - 0022

Email: mluker@mindspring.com

[] Signature(s) of Owner(s) Spencer M. Luker
Trustee, Wilhelmine Luker Trust
Personal representative, Estate of Nephi Michael Luker
(Include your title if on behalf of company or organization)

Date: 8/29/2011

Send a signed original to your closest regional office:

IDWR Northern Region
7600 Mineral Dr., Suite 100
Coeur d'Alene, ID 83815
(208) 762-2800

IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082
(208) 334-2190

IDWR Eastern Region
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718
(208) 525-7161

IDWR Southern Region
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380
(208) 736-3033

2-1

97016180

QUIT CLAIM DEED

For value received, NEPHI MICHAEL LUKER the grantor, does hereby quit claim unto MIKE LUKER, Trustee of the Wilhelmine Luker Trust, whose current address is Box 297, Inkom, Idaho 83245, the grantee, the following described premises, in Bannock County, Idaho, to wit:

SEE ATTACHED LEGAL DESCRIPTION

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

DATED: 15 SEPTEMBER 1997

Nephi Michael Luker
NEPHI MICHAEL LUKER

STATE OF IDAHO, County of Bannock, ss.

On this 15th day of September, 1997, before me a notary public in and for said state, personally appeared NEPHI MICHAEL LUKER, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

NOTARY SEAL

Ronald George
NOTARY PUBLIC FOR IDAHO
Residing at: Pocatello, ID
Commission expires: 11/12/98

97016180

NO _____
RECORDED AT REQUEST OF
RON GEORGE
97 SEP 22 AM 8 58
OFFICIAL RECORD BOOK NO 696
BANNOCK COUNTY IDAHO
LARRY W GHAN RECORDER
FEE 6.00 DEPUTY _____ MJ

22

~~90014019~~

97016180

NORTHERLY PARCEL: A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER SOUTHEAST QUARTER, SECTION 21, TOWNSHIP 7 SOUTH, RANGE 36 E.B.M., BANNOCK COUNTY, IDAHO, BEING A PORTION OF THE LANDS OF NEPHI MICHAEL LUKER DESCRIBED AT INSTRUMENT 536858 AND INSTRUMENT NO. 552191, BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/16 CORNER ON THE MERIDIONAL CENTERLINE OF SECTION 21, TOWNSHIP 7 SOUTH, RANGE 36 E.B.M.; THENCE NORTH $73^{\circ}05'10''$ EAST, A DISTANCE OF 373.06 FEET TO THE SOUTHWEST CORNER OF LOT 16, SKYLINE SUBDIVISION, A SUBDIVISION OF BANNOCK COUNTY, IDAHO; THENCE NORTH $18^{\circ}11'$ EAST ALONG THE WESTERLY LINE OF SAID SKYLINE SUBDIVISION A DISTANCE OF 361.79 FEET TO THE NORTHWESTERLY CORNER OF LOT 10, SAID SKYLINE SUBDIVISION; THENCE SOUTH $71^{\circ}49'$ EAST ALONG THE NORTH LINE OF SAID LOT 10 A DISTANCE OF 125.00 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 10; THENCE NORTH $18^{\circ}11'$ EAST A DISTANCE OF 58.33 FEET TO A $\frac{1}{2}$ -INCH IRON PIN FOUND IN PLACE; THENCE NORTH $18^{\circ}11'00''$ EAST, A DISTANCE OF 112.00 FEET TO A $\frac{1}{2}$ X 24 INCH IRON PIN SET THIS SURVEY, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH $65^{\circ}24'45''$ WEST A DISTANCE OF 75.00 FEET TO A $\frac{1}{2}$ X 24 INCH IRON PIN SET THIS SURVEY; THENCE NORTH $22^{\circ}59'45''$ EAST A DISTANCE OF 92.00 FEET TO A $\frac{1}{2}$ X 24 INCH IRON PIN SET THIS SURVEY; THENCE NORTH $55^{\circ}02'05''$ WEST A DISTANCE OF 221.99 FEET TO AN INTERSECTION WITH A PORTION OF THE SOUTHERLY BOUNDARY OF ROCK CLIFF ADDITION, A SUBDIVISION OF BANNOCK COUNTY, IDAHO; THENCE NORTH $79^{\circ}20'06''$ EAST ALONG THE SOUTH LINE OF SAID ROCK CLIFF ADDITION, A DISTANCE OF 212.35 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY OF INTERSTATE HIGHWAY 15; THENCE SOUTH $51^{\circ}53'51''$ EAST ALONG SAID INTERSTATE HIGHWAY RIGHT OF WAY A DISTANCE OF 99.24 FEET; THENCE SOUTH $18^{\circ}11'00''$ WEST A DISTANCE OF 232.77 FEET TO THE POINT OF BEGINNING...

SOUTHERLY PARCEL: A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER SOUTHEAST QUARTER, SECTION 21, TOWNSHIP 7 SOUTH, RANGE 36 E.B.M., BANNOCK COUNTY, IDAHO, BEING A PORTION OF THE LANDS OF NEPHI MICHAEL LUKER DESCRIBED AT INSTRUMENT 536858 AND INSTRUMENT 552191, BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/16 CORNER ON THE MERIDIONAL CENTERLINE OF SECTION 21, TOWNSHIP 7 SOUTH, RANGE 36 E.B.M.; THENCE NORTH $73^{\circ}05'10''$ EAST, A DISTANCE OF 373.06 FEET TO THE SOUTHWEST CORNER OF LOT 16, SKYLINE SUBDIVISION, A SUBDIVISION OF BANNOCK COUNTY, IDAHO; THENCE NORTH $18^{\circ}11'$ EAST ALONG THE WESTERLY LINE OF SAID SKYLINE SUBDIVISION A DISTANCE OF 361.79 FEET TO THE NORTHWESTERLY CORNER OF LOT 10, SAID SKYLINE SUBDIVISION; THENCE SOUTH $71^{\circ}49'$ EAST ALONG THE NORTH LINE OF SAID LOT 10 A DISTANCE OF 125.00 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 10; THENCE NORTH $18^{\circ}11'$ EAST A DISTANCE OF 58.33 FEET TO A $\frac{1}{2}$ -INCH IRON PIN FOUND IN PLACE, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH $59^{\circ}47'55''$ WEST A DISTANCE OF 188.00 FEET (MEASURED AS 188.60 FEET) TO A $\frac{1}{2}$ -INCH IRON PIN FOUND IN PLACE; THENCE NORTH $58^{\circ}21'15''$ WEST A DISTANCE OF 119.03 FEET; THENCE NORTH $76^{\circ}26'24''$ WEST A DISTANCE OF 27.81 FEET TO AN INTERSECTION WITH THE SOUTHERLY BOUNDARY OF ROCK CLIFF ADDITION, A SUBDIVISION OF BANNOCK COUNTY, IDAHO; THENCE ON THE FOLLOWING FOUR (4) COURSES ALONG SAID SOUTHERLY BOUNDARY OF THE ROCK CLIFF ADDITION

- (1) NORTH $04^{\circ}59'42''$ WEST, A DISTANCE OF 107.07 FEET
- (2) NORTH $29^{\circ}45'00''$ EAST, A DISTANCE OF 48.04 FEET
- (3) NORTH $61^{\circ}38'43''$ EAST, A DISTANCE OF 62.48 FEET
- (4) NORTH $79^{\circ}20'06''$ EAST, A DISTANCE OF 42.86 FEET;

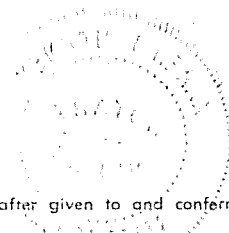
THENCE SOUTH $55^{\circ}02'02''$ EAST A DISTANCE OF 221.99 FEET TO A $\frac{1}{2}$ X 24 INCH IRON PIN SET THIS SURVEY; THENCE SOUTH $22^{\circ}59'45''$ WEST A DISTANCE OF 92.00 FEET TO A $\frac{1}{2}$ X 24 INCH IRON PIN SET THIS SURVEY; THENCE SOUTH $65^{\circ}24'45''$ EAST A DISTANCE OF 75.00 FEET TO A $\frac{1}{2}$ X 24 INCH IRON PIN SET THIS SURVEY; THENCE SOUTH $18^{\circ}11'00''$ WEST A DISTANCE OF 112.00 FEET TO THE POINT OF BEGINNING...

DEED OF TRUST

THIS DEED OF TRUST, Made this 14th day of September, 19 78,
 BETWEEN Nephi Michael Luker, Trustee for Wilhelmine Luker Trust
 herein called GRANTOR,
 whose address is Box 297, Inkom, Idaho 83245
 The American Land Title Co., Inc., herein called TRUSTEE, and Claude W. Stuart and Ada Stuart,
 husband and wife

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH
 POWER OF SALE, that property in the County of Bannock, State of Idaho, described as
 follows, and containing not more than twenty acres:

Lots 1, 2 and 3, Block 2, SKYLINE THIRD ADDITION, replat, Bannock
 County, Idaho, as the same appears on the official plat thereof,
 filed in the office of the County Recorder of Bannock County, Idaho.



TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon
 Beneficiary to collect and apply such rents, issues and profits,

For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of
Twelve Thousand Five Hundred and 00/100 Dollars, (\$12,500.00),
 final payment due February 1, 1989

and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either
 of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances
 or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances
 or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it
 shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in
 good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor per-
 formed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon;
 not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumi-
 gate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not ex-
 cluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under
 any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may deter-
 mine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure
 or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and
 to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which
 Beneficiary or Trustee may appear.

4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens,
 with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to
 the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each
 month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust
 for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default
 under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date
 of expenditure at eight per cent per annum.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and
 without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such
 extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes;
 appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase,
 contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any
 such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use or injury to said property or any part thereof is hereby assigned
 and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above pro-
 vided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due
 of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this
 Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee
 may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any
 extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee
 for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in
 any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such

THE WILHELMINE LUKER TRUST

DECLARATION OF TRUST

This declaration of trust made on JUNE 14, 1978,
by NEPHI MICHAEL LUKER, of the City of Inkom, County of
Bannock, State of Idaho, hereinafter referred to as trustor.

SECTION ONE
DECLARATION OF TRUST

I, NEPHI MICHAEL LUKER as trustor, have assigned
myself as trustee and hereby declare that I hold in trust:

1. Lots 3 and 4, Block 75, Pocatello Townsite,
Bannock County, Idaho, according to the Official
Plat of Survey of said lands returned to the
General Land Office by the Surveyor General...
(Proceeds from the sale of above real estate)
2. Lot 193, Block 45, Island Park Subdivision,
Section 36, Township 14 N., Range 43 E.B.M.,
containing 1.0 Acres, more or less, as per the
recorded plat thereof.

and all substitutions therefor and additions thereto, as the
trust estate, for the use and benefit of the decendants of
WILHELMINE LUKER hereinafter referred to as beneficiaries, for
the following purposes and on the following terms and conditions:

SECTION TWO
PURPOSE OF TRUST

Trustee shall receive and collect the income, profits,
interest and dividends from the trust estate and, after first
deducting all taxes, commissions, and other charges against
the same, shall pay the income or corpus of the trust to aid
decendants of WILHELMINE LUKER who are in need of financial
aid, for missionary work for the LDS Church and geneological
work performed on the family line of WILHELMINE LUKER. Any
such payments shall be made to individuals and for purposes
as appears proper to trustee.

SECTION THREE
TERMINATION OF TRUST

On the death of or legal disability of myself or
LYNN MICHAEL LUKER if he is then serving as Trustee, the trust,

1 shall terminate and the principle of the trust estate shall
2 be paid to the Corporation of the President of the Church of
3 Jesus Christ of Latter-Day Saints.

4 SECTION FOUR
5 SUCCESSOR TRUSTEE

6 On my death, resignation, or inability to act as
7 trustee, I name my son, LYNN MICHAEL LUKER, as successor trustee
8 hereunder, and such successor trustee shall have all the powers
9 and discretions herein given trustee without any further con-
10 veyance or transfer of the trust estate.

11 Any determination of my inability to act as trustee
12 hereunder shall be made (a) by an adjudication of my incompet-
13 ency by a court or competent jurisdiction or, in the absence
14 of such adjudication, (b) by the delivery to successor trustee
15 of a written certificate stating that for mental or physical
16 reasons I am incapable of properly managing my business affairs,
17 and executed by any physician currently attending me. Successor
18 trustee may rely conclusively on any such certificate.

19 SECTION FIVE
20 POWERS AND COMPENSATION

21 I or my successor trustee shall have all powers
22 allowed by Idaho Law and will serve as Trustee without
23 compensation except that I will be entitled to pay from the
24 trust fund any and all expenses incurred in managing the trust
25 fund including but not limited to all attorney or accounting
26 fees incurred setting up this trust, managing or defending the
27 trust, defending any suits concerning the property of WILHELMINE
28 LUKER and probating the estate of WILHELMINE LUKER.

29 SECTION SIX
30 POWERS RESERVED TO TRUSTOR

31 It is the intent of Trustee that all proceeds from
32 the sale of the residence of WILHELMINE LUKER be used for the
purposes enumerated in this trust and therefore none of these
proceeds will be used other than for said purposes. Trustee
though may at any time substitute other property for the
contract of sale for the WILHELMINE LUKER residence and other
than as stated above I shall have the right from time to time

1 during my lifetime, by written instrument delivered to the
2 then acting trustee, to amend or revoke this declaration of
3 trust in whole or in part. However, if a trustee other than
4 myself is serving hereunder, no amendment may change his or
5 its powers, duties, and discretions without such trustee's
6 consent.

7 If, while I am acting as trustee, any asset of the
8 trust estate is sold and the proceeds are not put in my name
9 as trustee, or if any asset of the trust estate at any time
10 is in my individual name, any such asset shall be conclusively
11 deemed to have been withdrawn from the trust estate.

12 So long as I am living and legally competent, I
13 shall have the right and power at any time to appoint any
14 additional trustee or trustees, and to remove any trustee with
15 or without the appointment of a successor.

16 If this declaration is revoked in whole or in part,
17 the trust estate subject to such revocation shall be delivered
18 to me or on my order.

19 SECTION SEVEN
20 GOVERNING LAW

21 This declaration of trust shall be governed by, and
22 interpreted in accordance with, the laws of the State of Idaho.

23 In witness whereof, I have executed this declaration
24 of trust at Pocatello, Bannock County, State of Idaho, on the
25 day and year first above written.

26 State of Idaho)
27 County of Bannock) ss

Nephi Michael Luker
NEPHI MICHAEL LUKER

28 On this 14 day of June, 1978, before me,
29 a notary public in and for said state, personally appeared
30 NEPHI MICHAEL LUKER known to me to be the person whose name
31 was subscribed to the within instrument, and acknowledged to
32 me that he executed the same.

Ronald S. George
RONALD S. GEORGE, Notary Public
Residing at Pocatello, Idaho.

GEORGE
AT LAW
P.O. Box
100
PO BOX 1201
IDAHO 83401

ADDENDUM TO WILHELMINE LUKER TRUST

The following addendum for addition to the Wilhelmine Luker Trust dated 14th of June, 1978 shall be known as Section Eight.

Trustee shall have no right to remove any property from the trust which may be paid for wholly or in part by any of the proceeds mentioned in Section One, Paragraph One, but will have the right to be reimbursed for any monies that he may personally contribute to the trust fund.

DATED this 22 day of January, 1979.

Nephi Michael Luker
NEPHI MICHAEL LUKER

STATE OF IDAHO)
) ss
County of Bannock)

On this 22 day of January, 1979, before me,
a notary public in and for said state, personally appeared
NEPHI MICHAEL LUKER known to me to be the person whose name
was subscribed to the within instrument, and acknowledged to
me that he executed the same.

Michael A. Merrick
NOTARY PUBLIC FOR IDAHO
Residing at Pocatello, Idaho

6-11-82

SECOND ADDENDUM TO THE WILHELMINE LUKER TRUST

1.0 Recital. This addendum to THE WILHELMINE LUKER TRUST [hereinafter "the trust"] is made on the 20th day of August, 2002 by the trustor, NEPHI MICHAEL LUKER, of the County of Bannock, State of Idaho. This addendum modifies the trust created by the trustor on June 14, 1978, and amended by addendum dated January 22, 1979. To the extent that any provisions between the original trust, the 1979 addendum and this second addendum are in conflict, this second addendum shall control.

2.0 Amendments. Sections of the original trust and addendum thereto are amended as follows:

2.1 Section Two - Purpose of Trust. The trustee shall hold, manage, invest and reinvest the property comprising the trust, collect income therefrom, and pay all taxes, commissions, and other charges related to management of the trust. The income and corpus of the trust shall be both managed for the benefit of and paid out to aid the descendants of WILHELMINE LUKER [hereinafter "beneficiaries"] in performing missionary work for the Church of Jesus Christ of Latter-Day Saints, performing genealogical work related to WILHELMINE LUKER and her descendants, and to assist in alleviating financial need related to the health, education, and maintenance of the beneficiaries. All payments to or on behalf of beneficiaries shall be sole in the discretion of the trustee, and no individual beneficiary shall have a personal or undivided interest in the corpus or income of the trust.

2.2 Section Three - Restriction and Termination of the Trust. Upon the death, legal disability, or resignation as trustee of the trustor, NEPHI MICHAEL LUKER, whichever occurs first, the trust assets, corpus and income, shall be restricted to use for the benefit of those beneficiaries who are descendants of both WILHELMINE LUKER and NEPHI MICHAEL LUKER, and for the benefit of the trustor, NEPHI MICHAEL LUKER while living. The trust shall terminate upon the death of the successor trustee, LYNN MICHAEL LUKER, or upon the exhaustion of the trust corpus and income prior to that time. The successor trustee shall have power prior to his death to appoint the disposition of the trust assets upon termination. If that power is not exercised, then the trust assets shall be distributed one-third to the surviving issue of LYNN MICHAEL LUKER equally by representation, one-third to HELEN DAHLQUIST LUKER if she survives and is married to LYNN MICHAEL LUKER at the time of his death, and if not, then to the aforementioned issue equally by representation, and one-third to the Corporation of The Church of Jesus Christ of Latter-Day Saints.

2.3 Section Five - Powers and Compensation. The trustee shall have all powers allowed by Idaho law to manage the property of the trust, including but not limited to the selling, purchasing, investing, reinvesting and maintenance of trust property, and the payment of all expenses incurred in managing, preserving and defending the trust. The trustee may in his discretion be paid a reasonable management fee from income of the trust. The successor trustee shall have the right and authority to exercise any tax elections that the trustor could have exercised during his life to the extent permitted by any governing law.

2.4 Section Eight - Section One Proceeds From Wilhelmine Luker Home

8.1 Trustee shall have no right to remove any property from the trust which may be paid for wholly or in part by any of the proceeds from the sale of the Wilhelmine Luker home mentioned in Section One, Paragraph One, but will have the right to be reimbursed for any monies that he may personally contribute to the trust fund.

8.2 Trustee declares that prior to the date of this second addendum to the trust, that all of the original proceeds from the property described in Section One, Paragraph One were used for legal fees related to preservation of that property and proceeds therefrom, or have otherwise been used for the benefit of the descendants of Wilhelmine Luker according to the original purposes of the trust, and that the remaining trust assets constitute personal contributions to the trust by the trustor, NEPHI MICHAEL LUKER, or income from those personal contributions of the trustor.

3.0 New Sections: The following new sections are added to the trust provisions:

3.1 Section Nine - Temporary Trustee: In the event that the successor trustee should come under legal disability as defined in Section Four prior to his death and termination of the trust, then the successor trustee's most senior child in age, who is willing and legally able to serve as temporary trustee, is nominated to serve as temporary trustee during the time of such legal disability and until termination of the trust at the death of the successor trustee. Any vacancy in the office of temporary trustee shall be filled by the next most senior child of the successor trustee. The

temporary trustee shall have all the powers of the successor trustee, except shall not have the power of appointment over the final disposition of the trust assets.

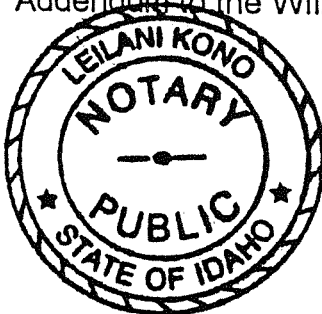
3.1 Section Ten - Spendthrift Clause: No principal or income payable or to become payable under this trust may be assigned or encumbered by any beneficiary thereof, or be attached by or subjected to the interference or control of any creditor of such beneficiary or reached by any legal or equitable process in satisfaction of any debt or liability of such beneficiary prior to its actual receipt by such beneficiary.

IN WITNESS whereof I have executed this Second Addendum to the Wilhelmine Luker Trust in Bannock County, State of Idaho on the date above written.

Nephi Michael Luker
NEPHI MICHAEL LUKER

State of Idaho)
) ss
County of Bannock)

On this 20th day of August, 2002, before me, a notary public in and for the state of Idaho, personally appeared NEPHI MICHAEL LUKER, known to me to be the same, and who has acknowledged to me that he executed the forgoing Second Addendum to the Wilhelmine Luker Trust.



Leilani Kono
Notary Public for the State of Idaho
Residing at Bozelle, ID
My Commission expires 12/07/06

HILLS
(BLM)

WATER TANK

SORRELLE CR

SORRELLE ROAD

(HILLS)
(BLM)

INKOM TOWNSITE BELOW

(HILLS)
(BLM)

INTERSTATE
HIGHWAY 15

CITY HALL
CITY SHOP & FIRE STATION

LDS
CHURCH

RAPID CREEK ROAD

INKOM
ELEMENTARY
SCHOOL

INKOM
BIBLE
CHURCH

ROOSEVELT AVE.

LINCOLN AVE.

WASHINGTON AVE.

RAPID AVE.

WILLOW LN

HIGHWAY 30 WEST

PORTNEUF RIVER

BASE LINE FOR
CITY EAST-WEST
ADDRESSING

BRIDGE

INTERSTATE
HWY 15

PASTURE
INDIAN
ROCKS

Subject

M. LUKE
HORSE
FARM

EAST

LINCOLN AVE

STUART DRIVE

SKYLINE
PARK

GLEN PECK
FIELD
CITY PARK

DEAN

HIGHWAY 30 EAST

INKOM, IDAHO
TOWNSITE

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
) PARTIAL DECREE PURSUANT TO
) I.R.C.P. 54(b) FOR
Case No. 39576)
)
) Water Right 29-00290B

NAME AND ADDRESS: MIKE LUKER
PO BOX 297
INKOM, ID 83245

SOURCE: RAPID CREEK TRIBUTARY: PORTNEUF RIVER

QUANTITY: 0.20 CFS
10 50 AFY

PRIORITY DATE: 06/01/1885

POINT OF DIVERSION: T07S R36E S21 NENWSE Within Bannock County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	04-01 TO 10-31	0.20 CFS
			10.50 AFY

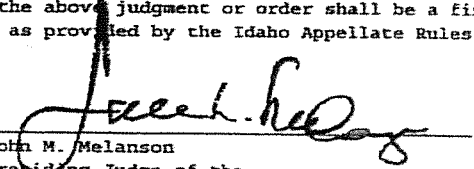
PLACE OF USE: Irrigation Within Bannock County
T07S R36E S21 NWSE 3.0
3.0 Acres Total

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

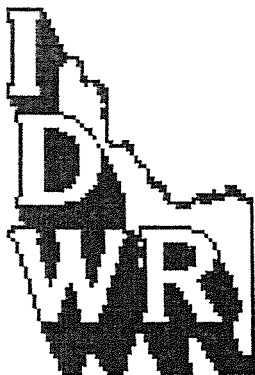
THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.


John M. Melanson
Presiding Judge of the
Snake River Basin Adjudication

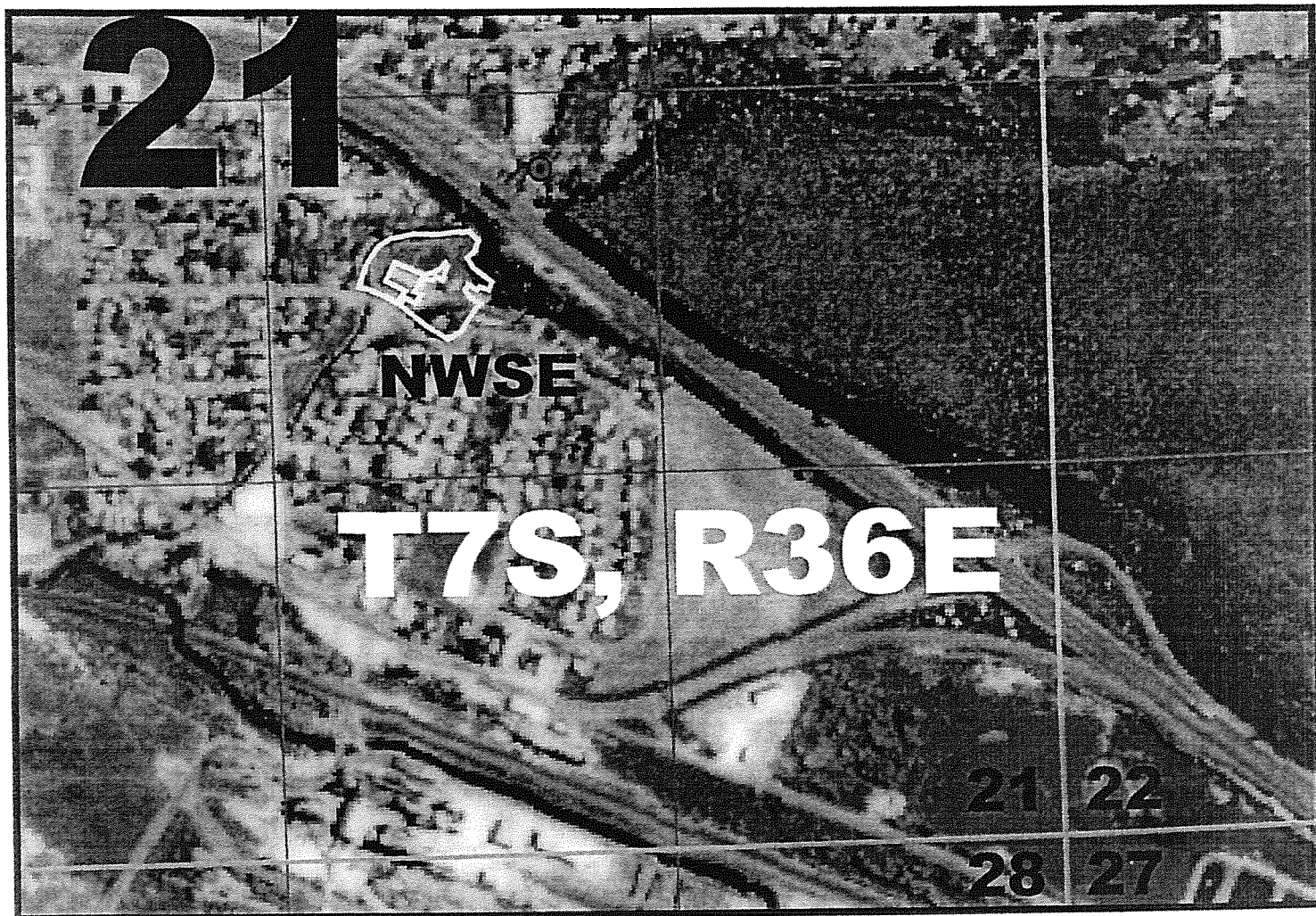
Encl 1



STATE OF IDAHO

Department of Water Resources
Eastern Region

Water Right(s): 29-00290B



1320

0

1320 Feet

Total Irrigated Acres: 3.0



Point(s) of Diversion

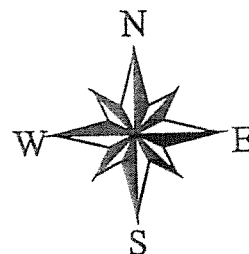
Place of Use



Quarter Quarter Lines



Section Lines



GIS Place of Use Illustration
1987/1988 NAPP Photography
Prepared by: C. Saxton
Date: January 2003

STATE OF IDAHO

CERTIFICATION OF VITAL RECORD

STATE OF IDAHO

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

DATE FILED BY STATE REGISTRAR:

State of Idaho

CERTIFICATE OF DEATH

STATE FILE NO.

ONLY A COPY OF THIS DOCUMENT, CERTIFIED BY THE STATE REGISTRAR WITH THE DEPARTMENT OF HEALTH AND WELFARE, SHALL BE USED AS PROOF OF THIS DEATH UNDER §30-21(4) AND §30-21A, IDAHO CODE.

Local Reg. No. 6-552

DECEDENT TYPE OR PRINT IN PERMANENT BLACK INK DO NOT USE FELT TIP PEN FOR INSTRUCTIONS SEE HANDBOOKS	1. DECEDENT'S LEGAL NAME (Include AKA's if any) (First, Middle, Last, Suffix) Nephi Michael Luker		2. SEX Male	3. SOCIAL SECURITY NUMBER 518-22-2829
	4a. AGE-Last Birthday 82 (Years)		5. DATE OF BIRTH (Mo/Day/Yr) November 26, 1925	
	6. BIRTHPLACE (City and State, Territory, or Foreign Country) Pocatello, Idaho		7a. RESIDENCE - STATE OR FOREIGN COUNTRY Idaho	
	7b. COUNTY Bannock		7c. CITY OR TOWN Pocatello	
PARENTS 10. EVER IN U.S. ARMED FORCES? ☒ Yes ☐ No	11a. FATHER'S NAME (First, Middle, Last, Suffix) Brazill Luker		11b. BIRTHPLACE (State, Territory, or Foreign Country) Utah	
	12a. MOTHER'S MAIDEN NAME (First, Middle, Last, Suffix) Wilhelmine Maria Theresa Weger		12b. BIRTHPLACE (State, Territory, or Foreign Country) Germany	
	13a. INFORMANT'S NAME (Type or print) Lynn Luker		13b. RELATIONSHIP TO DECEDENT Son	
	13c. MAILING ADDRESS (Street and Number, City, State, Zip Code) 514 El Blanco Dr. Boise, Idaho 83709		14. METHOD OF DISPOSITION ☒ Burial ☐ Donation ☐ Removal from Idaho ☐ Other (Specify)	
DISPOSITION 15. PLACE OF DISPOSITION (Name and address of cemetery, crematory, other place) Restlawn Memorial Gardens Pocatello, Idaho	16. NAME AND COMPLETE ADDRESS OF FUNERAL FACILITY Colonial Funeral Home 2005 S. 4th Ave Pocatello, ID 83201		17a. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH <i>[Signature]</i>	
	17b. LICENSE NUMBER (Of licensee) M 765		18. WAS CORONER CONTACTED DUE TO CAUSE OF DEATH? ☐ Yes ☒ No	
	19. IF DEATH OCCURRED IN A HOSPITAL: ☒ 19b. IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL: ☐ Inpatient ☐ ER/Outpatient ☐ DCA ☐ Hospice facility ☐ Nursing home/Long term care facility ☒ Decedent's home ☐ Other (Specify)			
	20. FACILITY NAME (If not facility, give street and number) 787 Cypress			
PLACE OF DEATH 21. CITY, TOWN, OR LOCATION OF DEATH, AND ZIP CODE Pocatello, 83201	22. COUNTY OF DEATH Bannock		23. DATE OF DEATH (Mo/Day/Yr) (Spell month) November 17, 2008	
	24. TIME OF DEATH 1700 (24hr)		25. DATE PRONOUNCED DEAD (Mo/Day/Yr) (Spell month) November 17, 2008	
	26. TIME PRONOUNCED DEAD 2000 (24hr)		27. CAUSE OF DEATH PART I. Enter the chain of events -- 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. <u>SUDDEN CARDIAC ARREST</u> DUE TO (or as a consequence of): b. <u>ATHEROSCLEROTIC ARTERY DISEASE</u> DUE TO (or as a consequence of): c. _____ DUE TO (or as a consequence of): d. _____ Sequentially list conditions, if any, leading to the cause listed on line a. Enter the UNDERLYING CAUSE (Last disease or injury that initiated the events resulting in death) e. <u>Diabetes Mellitus</u>	
	28a. WAS AN AUTOPSY PERFORMED? ☐ Yes ☒ No		28b. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH? ☐ Yes ☒ No	
DATE OF DEATH 29. DATE OF INJURY (Mo/Day/Yr) (Spell month) November 17, 2008	30. IF FEMALE (Aged 10-54): ☐ Not pregnant within past year ☐ Pregnant at time of death ☐ Not pregnant, but pregnant within 42 days of death ☒ Unknown		31. MANNER OF DEATH ☒ Natural ☐ Homicide ☐ Accident ☐ Pending investigation ☐ Suicide ☐ Could not be determined	
	32. TIME OF INJURY (24hr)		33. PLACE OF INJURY (Decedent's home, farm, street, construction site, nursing home, restaurant, forest, etc.)	
	34. INJURY AT WORK? ☐ Yes ☒ No		35. LOCATION OF INJURY: State _____ City/Town or County _____ Zip Code _____ Street and Number or Location _____ Apartment Number _____	
	36. 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 ☐ Driver/Operator ☐ Passenger ☐ Pedestrian ☐ Other (Specify) _____ 36a. WHAT SAFETY DEVICE(S) DID DECEDENT USE/EMPLOY? ☐ Seat Belt ☐ Child safety seat ☐ Helmet ☐ Air bag ☐ None ☐ Unknown			
CERTIFIER IF DEATH WAS DUE TO OTHER THAN NATURAL CAUSES, THE CORONER MUST COMPLETE AND SIGN THE CERTIFICATE	37a. CERTIFIER (Check only one, based on official capacity for this certificate) ☐ PHYSICIAN ☐ PHYSICIAN ASSISTANT ☐ ADVANCED PRACTICE PROFESSIONAL NURSE ☒ 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.		37b. LICENSE NUMBER Coroner	
	37c. DATE SIGNED 11, 19, 2008 MM DD YYYY		38. SIGNATURE AND TITLE OF CERTIFIER <i>[Signature]</i>	
	39. NAME, ADDRESS, AND ZIP CODE OF CERTIFIER (Type or print) Kim Quick 1760 Satterfield Dr. Pocatello, Idaho 83201		40b. DATE SIGNED MM DD YYYY	
	40a. CORONER'S SUBSEQUENT SIGNATURE IF NECESSARY: The coroner's signature in this item supersedes that of the physician, physician assistant, or advanced practice professional nurse, and the coroner becomes the certifier of record. I have reviewed and if necessary amended the medical section		40c. DATE SIGNED 11, 19, 2008 MM DD YYYY	
REGISTRAR	41a. REGISTRAR'S SIGNATURE <i>[Signature]</i>		41b. DATE SIGNED 11, 19, 2008 MM DD 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: November 19, 2008

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

JANE S. SMITH
STATE REGISTRAR

