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Department of Water Resources

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
# 29-10400					
# 29-10552					

2. The following **REQUIRED** information must be submitted with this form:

A. The appropriate **FILING FEE**. See instructions for fee amounts.

B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.

C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

Donald T. Williams May 22, 2003

4. New Owner/Claimant(s)

Donald T. and Nelda M. Williams Trust
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

SAME

City, State and ZIP Code

New Telephone Number

208, SAME 335-2295

5. Date you acquired the property

DEC 4, 1998; date we changed our wills to a "Living Trust"

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6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in it 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multi owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If y quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. ... you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s)
(include title if applicable)

Donald T. and Nelda M. Williams Trust
Nelda M. Williams (Sole Trustee)
May 22, 2003

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by JL Date 5/27/03 Fee \$50 -
 Received by JL Date 5/27/03 Receipt No. E028208
 Processed by _____ AJ Date _____ WR _____ Date _____

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*Extra
copy to satisfy*

TRUST AGREEMENT
OF
DONALD T. WILLIAMS AND NELDA M. WILLIAMS

Randall C. Budge
Racine, Olson, Nye, Cooper & Budge, Chartered
P.O. Box 1391; 201 E. Center
Pocatello, Idaho 83204-1391

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TRUST AGREEMENT

Introductory Clause. This Agreement made this 4th day of December, 1998, between DONALD T. WILLIAMS and NELDA M. WILLIAMS, hereinafter referred to as the Grantors, and DONALD T. WILLIAMS and NELDA MARIE WILLIAMS, hereinafter referred to singularly as an individual trustee and hereinafter collectively referred to as the Trustee.

Trust Name. The name of the trust is the "DONALD T. AND NELDA M. WILLIAMS TRUST."

ARTICLE I

Description of Property Transferred. The Grantors have paid over, assigned, granted, conveyed, transferred and delivered, and by this Agreement do hereby pay over, assign, grant, convey, transfer and deliver unto the Trustee the property described in Schedule A, annexed hereto and made a part hereof, and have caused or will cause the Trustee to be designated as beneficiary of those life insurance policies described in Schedule B, annexed hereto and made a part hereof. These insurance policies, and any other insurance policies that may be delivered to the Trustee hereunder or under which the Trustee may be designated as beneficiary, the proceeds of all such policies being payable to the Trustee, and any other property that may be received or which has been received by the Trustee hereunder, as invested and reinvested (hereinafter referred to as the "Trust Estate"), shall be held, administered and distributed by the Trustee as hereinafter set forth.

Community property transferred to the Trustee by the Grantors, as invested and reinvested, together with the rents, issues and profits therefrom (hereinafter referred to as "the community estate") shall retain its character as community property during the joint lifetimes of the Grantors, subject, however, to the provisions of this Agreement.

Separate property and quasi-community property of either Grantor transferred to the Trustee, as invested and reinvested, together with the rents, issues and profits therefrom (hereinafter referred to as "the separate estate") shall retain its character as separate or quasi-community property of the Grantor who transferred such property to the Trustee, subject, however, to the provisions of this Agreement.

ARTICLE II

Rights of Grantors and Trustee in Insurance Policies. The owner of any life insurance policies payable to the Trustee shall have all rights under any such policies, including the right to change the beneficiary, to receive any dividends or other earnings of such policies without accountability therefor to the Trustee or any beneficiary hereunder, and may assign any policies to

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any lender, including the Trustee, as security for any loan to either Grantor or any other person; and the Trustee shall have no responsibility with respect to any policies, for the payment of premiums or otherwise, except to hold any policies received by the Trustee in safekeeping and to deliver them upon owner's written request and upon the payment to the Trustee of reasonable compensation for services. The rights of any assignee of any policy shall be superior to the rights of the Trustee. If any policy is surrendered or if the beneficiary of any policy is changed, this trust shall be revoked with respect to such policy. However, no revocation of the trust with respect to any policy, whether pursuant to the provisions of the preceding sentence or otherwise, shall be effective unless the surrender or change in beneficiary of the policy is accepted by the insurance company. Upon the death of the insured under any policy held by or known to, and payable to, the Trustee, or upon the occurrence of some event prior to the death of the insured that matures any such policy, the Trustee, in its discretion, either may collect the net proceeds and hold them as part of the principal of the Trust Estate, or may exercise any optional method of settlement available to it, and the Trustee shall deliver any policies on the Grantor's life held by it and payable to any other beneficiaries as those beneficiaries may direct. Payment to, and the receipt of, the Trustee shall be a full discharge of the liability of any insurance company, which need not take notice of this agreement or see to the application of any payment. The Trustee need not engage in litigation to enforce payment of any policy without indemnification satisfactory to it for any resulting expenses.

Nothing in this Article shall be construed as limiting the right of either Grantor to dispose of by will of his or her interest in any life insurance policy on the other Grantor's life that is payable to the Trustee hereunder or as limiting any such right a Grantor may possess in any such insurance policy by virtue of its community property character.

ARTICLE III

Provisions for Grantors During Lifetime. The Trustee shall hold, administer and distribute the Trust Estate as follows:

(1) The Trustee shall hold, manage, invest and reinvest the community estate (if any requires such management and investment) and shall collect the income, if any, therefrom and shall dispose of the net income and principal during the joint lives of the Grantors as follows:

(a) The Trustee shall pay to or apply for the benefit of the Grantors as community property all the net income of the community estate.

(b) The Trustee may pay to or apply for the benefit of the Grantors as community property such sums from the principal of the community estate as in its sole discretion shall be necessary or advisable from time to time for the medical care, education, support and maintenance in reasonable comfort of the Grantors, taking into consideration to the extent the Trustee deems advisable, any other income or resources of the Grantors known to the Trustee.

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(c) Either Grantor may at any time during the joint lives of the Grantors and from time to time withdraw all or any part of the principal of the community estate, free of trust, by delivering an instrument in writing duly signed by him or her to the Trustee and to the other Grantor, describing the property or portion thereof desired to be withdrawn. Upon receipt of such instrument, the Trustee shall thereupon convey and deliver to the Grantors, as community property, free of trust, the property described in such instrument.

(2) The Trustee shall hold, manage, invest and reinvest the separate estate of each Grantor (if any requires such management and investment) and shall collect the income, if any, therefrom and shall dispose of the net income and principal during the joint lives of the Grantors as follows:

(a) The Trustee shall pay to or apply for the benefit of the Grantor who contributed such separate estate all of the net income of such Grantor's separate estate.

(b) The Trustee may pay to or apply for the benefit of the Grantor who contributed such separate estate such sums from the principal thereof as in its sole discretion shall be necessary or advisable from time to time for the medical care, education, support and maintenance in reasonable comfort of such Grantor, taking into consideration to the extent the Trustee deems advisable, any other income and resources of such Grantor known to the Trustee.

(c) The Grantor who contributed such separate estate may at any time during the joint lives of the Grantors and from time to time withdraw all or any part of the principal of such separate estate, free of trust, by delivering an instrument in writing duly signed by him or her to the Trustee, describing the property or portion thereof desired to be withdrawn. Upon receipt of such instrument, the Trustee shall thereupon convey and deliver to such Grantor as his or her separate property, free of trust, the property described in such instrument.

(3) In the event that a Grantor is adjudicated to be incompetent or in the event that a Grantor is not adjudicated incompetent, but by reason of illness or mental or physical disability is, in the opinion of the Trustee, unable to properly handle his or her own affairs, then and in that event the Trustee may during the joint lives of the Grantors, in addition to the payments of income and principal for the benefit of such Grantor, pay to or apply for the benefit of the Grantor's spouse such sums from the net income and from the principal of such Grantor's separate estate as in its sole discretion shall be necessary or advisable from time to time for the medical care, education, support and maintenance in reasonable comfort of such Grantor's said spouse, taking into consideration to the extent the Trustee deems advisable any other income or resources of the Grantor's spouse known to the Trustee.

ARTICLE IV

Grantors' Rights to Amend, Change or Revoke the Trust Agreement. Either Grantor may, during the joint lives of the Grantors, by signed instruments delivered to the Trustee: (1)

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withdraw the community estate from this Trust in any amount and at any time upon giving reasonable notice in writing to the Trustee and to the other Grantor; provided, however, that all or any part of the community estate withdrawn by either Grantor shall be conveyed and delivered to both Grantors as community property; (2) withdraw the separate estate contributed by such Grantor from this Trust in any amount and at any time upon giving reasonable notice in writing to the Trustee; (3) add separate property to the Trust.

Both Grantors may, during their joint lives, by signed instruments delivered to the Trustee: (1) withdraw the community estate from this Trust in any amount and at any time upon giving reasonable notice in writing to the Trustee; provided, however, that all or any part of the community estate withdrawn by the Grantors shall be delivered to the Grantors as community property; (2) add community property to the Trust; (3) change the beneficiaries, their respective shares and the plan of distribution; (4) amend this Trust Agreement in any other respect; (5) revoke this Trust in its entirety or any provision therein; provided, however, the duties or responsibilities of the Trustee shall not be enlarged without the Trustee's consent nor without satisfactory adjustment of the Trustee's compensation.

ARTICLE V

Discretionary Provisions for Trustee to Deal with Grantor's Estate and Make Payment of Debts and Taxes. After a Grantor's death, the Trustee, if in its discretion it deems it advisable, may pay all or any part of the Grantor's funeral expenses, legally enforceable claims against the Grantor or his or her estate, reasonable expenses of administration of his or her estate, any allowances by court order to those dependent upon such Grantor, any estate, inheritance, succession, death or similar taxes payable by reason of such Grantor's death, together with any interest thereon or other additions thereto, without reimbursement from the Grantor's personal representative, from any beneficiary of insurance upon such Grantor's life, or from any other person. All such payments, except of interest, shall be charged generally against the principal of the Trust Estate includable in such Grantor's estate for Federal estate tax purposes and any interest so paid shall be charged generally against the income thereof except as follows:

(1) Any such payments of estate, inheritance, succession, death or similar taxes arising on the death of the first of the Grantors to die ("Predeceased Spouse") shall be charged against the principal constituting Trust A and any interest so paid shall be charged against the income thereof;

(2) Any such payments for last illness and funeral expenses of the Predeceased Spouse shall be charged against the principal constituting Trust A;

(3) Any such payments for administration expenses attributable to the Surviving Spouse's share of community property administered in the estate of the Predeceased Spouse shall be charged against the principal constituting Trust A; and

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(4) Any such payments for legally enforceable claims that represent community obligations of the Predeceased Spouse and the Surviving Spouse shall be charged equally against the principal constituting Trust A and Trust B.

Written statements by the Personal Representative of such sums due and payable by the estate shall be sufficient evidence of their amount and propriety for the protection of the Trustee and the Trustee shall be under no duty to see to the application of any such payments.

The Trustee shall pay over to the Personal Representative of a deceased Grantor's estate all obligations of the United States Government held hereunder which may be redeemed at par in payment of federal estate taxes but only if such obligations are held as a part of such deceased Grantor's separate estate and, if held as a part of the community estate, then only to the extent of one-half (1/2) thereof.

ARTICLE VI

Upon the death of the first of the Grantors to die ("Predeceased Spouse"), the Trustee shall divide the Trust Estate (which shall include any property which may be added from the Predeceased Spouse's general estate) as follows:

(1) **Allocation of Surviving Spouse's Property to Trust A.** The following assets shall be allocated to Trust A:

(a) The interest of the Surviving Spouse in community property included in the Trust Estate; and

(b) The Surviving Spouse's separate estate, if any, included in the Trust Estate.

(2) **Allocation of Predeceased Spouse's Property to Trust A and Trust B.** The Trustee shall divide the balance of the Trust Estate (after the allocation of the Surviving Spouse's property to Trust A) into Two (2) separate shares, hereinafter designated as "the Marital Share" and "Trust B." The Marital Share shall be composed of cash, securities or other property of the balance of the Trust Estate (undiminished by any estate, inheritance, succession, death or similar taxes) having a value equal to the maximum marital deduction as finally determined in the Predeceased Spouse's federal estate tax proceedings, less the aggregate amount of marital deductions, if any, allowed for such estate tax purposes by reason of property or interests in property passing or which have passed to the Surviving Spouse otherwise than pursuant to the provisions of this paragraph; provided, however, the amount of the Marital Share hereunder shall be reduced by the amount, if any, needed to increase the Predeceased Spouse's taxable estate (for federal estate tax purposes) to the largest amount that, after allowing for the unified credit against the federal estate tax, and the state death tax credit against such tax (but only to the extent that the use of such state death tax credit does not increase the death tax payable to any state), will result in the smallest (if any) federal estate tax being imposed on the Predeceased Spouse's estate. The term "maximum marital deduction" shall

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not be construed as a direction by the Predeceased Spouse to exercise any election respecting the deduction of estate administration expenses, the determination of the estate tax valuation date, or any other tax election which may be available under any tax laws, only in such manner as will result in a larger allowable estate tax marital deduction than if the contrary election had been made. The Trustee shall have the sole discretion to select the assets under this paragraph. In no event, however, shall there be included under this paragraph any asset or the proceeds of any asset which will not qualify for the federal estate tax marital deduction, and the amount provided under this paragraph shall be reduced to the extent that it cannot be created with such qualifying assets. The Trustee shall value any asset selected by the Trustee for distribution in kind under this paragraph at the value of such asset at the date of distribution of such asset under this paragraph to the Marital Share. The Marital Share shall be allocated to Trust A. The balance of the Trust Estate after the assets have been selected for the Marital Share shall be allocated to Trust B.

Trust A and Trust B shall be administered as hereinafter set forth.

ARTICLE VII

Trust A Introductory Provision. Trust A shall be held, administered and distributed as follows:

(1) **Direction to Pay All Income to Surviving Spouse.** Commencing with the date of the Predeceased Spouse's death, the Trustee shall pay to or apply for the benefit of the Surviving Spouse during his or her lifetime all the net income from Trust A in convenient installments but no less frequently than quarter-annually.

(2) **Discretionary Payments of Principal by Trustee for Benefit of Surviving Spouse.** In addition, the Trustee may pay to or apply for the benefit of the Surviving Spouse such sums from the principal of Trust A as in its sole discretion shall be necessary or advisable from time to time for the medical care, education, support and maintenance in reasonable comfort of the Surviving Spouse, taking into consideration to the extent the Trustee deems advisable, any other income or resources of the Surviving Spouse known to the Trustee.

(3) **Provision for Complete Withdrawal by Surviving Spouse.** The Surviving Spouse may at any time (and from time to time) during his or her lifetime withdraw all or any part of the principal of Trust A, free of trust, by delivering an instrument in writing duly signed by him or her to the Trustee, describing the property or portion thereof desired to be withdrawn. Upon receipt of such instrument, the Trustee shall thereupon convey and deliver to the Surviving Spouse, free of trust, the property described in such instrument.

(4) **Power in Surviving Spouse to Cause Nonproductive Property to Be Made Productive.** The Surviving Spouse may at any time by written notice, require the Trustee either to make any nonproductive property of this trust productive or to convert such nonproductive property to productive property within a reasonable time.

MICHAEL L. LANE
JUL 11 2008

(c) The remaining balance shall be distributed as follows:

(i) One-half to BRAD WARD WILLIAMS, if living, and if deceased to his surviving issue to be distributed per stirpes; and

(ii) One-half to the following grandchildren of Grantors, being the children of Barry Thayne Williams, to-wit: TRAVIS THAYNE WILLIAMS, JUSTIN EDWIN WILLIAMS, JASON TODD WILLIAMS, TINA MARIE WILLIAMS, AND TREVOR J. WILLIAMS, if living, and if deceased to their surviving issue to be distributed per stirpes.

ARTICLE IX

Trustee Succession, Trustee's Fees and Other Matters. The provisions for naming the Trustee, Trustee succession, Trustee's fees and other matters are set forth below:

(1) **Individual Trustees Succession.** If any individual Trustee should fail to qualify as Trustee hereunder, or for any reason should cease to act in such capacity, the successor or substitute Trustee who shall also serve without bond shall be the next person willing to serve from the list below in the order named:

TRAVIS T. WILLIAMS AND JUSTIN E. WILLIAMS
THE SURVIVOR OF THE ABOVE-NAMED TRUSTEES

(2) **Fee Schedule for Individual Trustee.** For its services as Trustee, the individual Trustee shall receive reasonable compensation for the services rendered and reimbursement for reasonable expenses.

(3) **Trustee Voting Rights.** If there is more than one Trustee serving, then the vote of the Trustees for any action hereunder must be by unanimous vote of the Trustees.

(4) **Limitations on Trustees.** No person who at any time is acting as Trustee hereunder shall have any power or obligation to participate in any discretionary authority which the Grantors have given to the Trustee to pay principal or income to such person, or for his or her benefit or in relief of his or her legal obligations.

ARTICLE X

Definition of Trustee. Whenever the word "Trustee" or any modifying or substituted pronoun therefor is used in this Trust, such words and respective pronouns shall include both the singular and the plural, the masculine, feminine and neuter gender thereof, and shall apply equally to the Trustee named herein and to any successor or substitute Trustee acting hereunder, and such successor or substitute Trustee shall have all the rights, powers and duties, authority and responsibility conferred upon the Trustee originally named herein.

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ARTICLE XI

Powers for Trustee. By way of illustration and not of limitation and in addition to any inherent, implied or statutory powers granted to trustees generally, the Trustee is specifically authorized and empowered with respect to any property, real or personal, at any time held under any provision of this Trust Agreement: to allot, allocate between principal and income, assign, borrow, buy, care for, collect, compromise claims, contract with respect to, continue any business of either Grantor, convey, convert, deal with, dispose of, enter into, exchange, hold, improve, incorporate any business of the Grantors or either of them, invest, lease, manage, mortgage, grant and exercise options with respect to, take possession of, pledge, receive, release, repair, sell, sue for, to make distributions or divisions in cash or in kind or partly in each without regard to the income tax basis of such asset and in general, to exercise all the powers in the management of the Trust Estate which any individual could exercise in the management of similar property owned in his or her own right, upon such terms and conditions as to the Trustee may seem best, and to execute and deliver any and all instruments and to do all acts which the Trustee may deem proper or necessary to carry out the purposes of this Trust, without being limited in any way by the specific grants of power made, and without the necessity of a court order.

ARTICLE XII

Provision for Trustee to Continue Farming Operation. In addition to any other powers granted to the Trustee, the Trustee may in its discretion continue any farming operation received by the Trustee as a part of the Trust Estate for a period of time as the Trustee shall determine and to do any and all things deemed advisable by the Trustee in the management and maintenance of such farm and the production and marketing of crops and dairy, poultry, livestock, orchard and forest products including, but not limited to, the following powers:

- (1) to operate the farm with hired labor, tenants or sharecroppers;
- (2) to lease or rent the farm for cash, for a share of the crops or for a combination thereof;
- (3) to purchase or otherwise acquire farm machinery and equipment and livestock;
- (4) to construct, repair and improve farm buildings of all kinds needed in the Trustee's judgment for the operation of the farm;
- (5) to make and obtain loans or advances at the prevailing rate of interest for farm purposes such as for the construction, repair or improvement of farm buildings or for the purchase of farm machinery or equipment or livestock;
- (6) to employ approved soil conservation practices to conserve, improve and maintain the fertility and productivity of the soil;

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(7) to protect, manage and improve the timber and forest on the farm and to sell the timber and forest products when it is in the best interest of the trust;

(8) to ditch, dam and drain damp or wet fields and areas of the farm when needed;

(9) to engage in the production of livestock, poultry or dairy products and to construct such fences and buildings and to plant such pastures and crops as may be necessary to carry on such operations;

(10) to market the products of the farm;

(11) to employ, in general, good husbandry in the management of the farm.

ARTICLE XIII

Trustee's Discretion to Allow Beneficiary or Beneficiaries to Occupy Residential Real Estate. The Trustee may in its discretion permit any beneficiary or beneficiaries to occupy rent free any residence constituting a part of the trust assets for such beneficiary or beneficiaries and to pay the real estate taxes thereon, expenses of maintaining the residence in suitable repair and condition and hazard insurance premiums on the residence. Provided, however, the Trustee shall not exercise this power in any way which would deprive the Surviving Spouse under Trust A of the beneficial enjoyment of Trust A and the Surviving Spouse shall have the right to limit, restrict or terminate the Trustee's exercises of this power if they interfere with such beneficial enjoyment.

ARTICLE XIV

Marital Deduction Savings Clause for Trust A. It is expressly provided that the grant of rights, powers, privileges and authority to the Trustee in connection with the imposition of duties upon the Trustee by any provision of this Trust Agreement or by any statute relating thereto shall not be effective if and to the extent that the same, if effective, would disqualify the marital deduction as established in Trust A hereof. It is the Grantors' intention that the Surviving Spouse under the provisions of Trust A have substantially that degree of beneficial enjoyment of the Trust Estate during his or her lifetime which the principles of the law of trusts accord to a person who is unqualifiedly designated as the life beneficiary of a trust and the Trustee shall not exercise its discretion in a manner which is not in accord with this expressed intention. The Trustee shall invest the Trust Estate so it will produce for the Surviving Spouse during his or her lifetime an income or use which is consistent with the value of the Trust Estate and with its preservation. It is expressly provided that the Trustee shall not in the exercise of its discretion make any determination inconsistent with the foregoing.

ARTICLE XV

Provision for Trustee to Act as Trustee for Beneficiary Under Age Twenty-One. If any share hereunder becomes distributable to a beneficiary who has not attained the age of Twenty-one (21), such share shall immediately vest in the beneficiary, but notwithstanding the provisions herein, the Trustee shall retain possession of the share in trust for the beneficiary until the beneficiary attains the age of Twenty-one (21), using so much of the net income and principal of the share as the Trustee deems necessary to provide for the medical care, education, support and maintenance in reasonable comfort of the beneficiary, taking into consideration to the extent the Trustee deems advisable any other income or resources of the beneficiary or his or her parents known to the Trustee. Any income not so paid or applied shall be accumulated and added to principal. The beneficiary's share shall be paid over and distributed to the beneficiary upon attaining age Twenty-one (21), or if he or she shall sooner die, to his or her personal representatives. The Trustee shall have with respect to each share so retained all the powers and discretions it had with respect to the trusts created herein generally.

ARTICLE XVI

Trustee's Discretion in Making Payments to a Person Under Age Twenty-One, Incompetent, or Incapacitated Person. In case the income or principal payment under any trust created hereunder or any share thereof shall become payable to a person under the age of Twenty-one (21), or to a person under legal disability, or to a person not adjudicated incompetent, but who, by reason of illness or mental or physical disability, is, in the opinion of the Trustee unable properly to administer such amounts, then such amounts shall be paid out by the Trustee in such of the following ways as the Trustee deems best: (1) directly to the beneficiary; (2) to the legally appointed guardian of the beneficiary; (3) to some relative or friend for the medical care, education, support and maintenance in reasonable comfort of the beneficiary; (4) by the Trustee using such amounts directly for the beneficiary's care, support and education; (5) to a custodian for the beneficiary under the Uniform Gifts or Transfers to Minors Act. Provided, however, that the Trustee shall not make any payment from Trust A under (3) above.

ARTICLE XVII

Power of Trustee to Resign During Grantors' Joint Lifetimes. Any Trustee may resign this trusteeship during the Grantors' joint lifetimes by giving the Grantors Thirty (30) days notice in writing delivered to the Grantors in person or mailed to the Grantors' last known address, the resignation to become effective as hereinafter provided. Upon receipt of such notice, the Grantors shall appoint a successor Trustee. Upon the failure of the Grantors to appoint a successor Trustee who accepts the trust within Thirty (30) days from the time notice was delivered in person or mailed to the Grantors, the Trustee may resign to the court having jurisdiction over this trust, which court may, if it deems advisable, accept the resignation and appoint a successor Trustee which shall be an individual as successor to an individual trustee or a bank or trust company qualified to do business in the state of the Grantors' domicile as successor to a corporate trustee. Upon the appointment of

and acceptance by the successor Trustee, the original Trustee shall pay over, deliver, assign, transfer or convey to such successor Trustee the Trust Estate and make a full and proper accounting to the Grantors, whereupon its resignation shall become effective. The substitute or successor Trustee upon acceptance of this trust and the Trust Estate shall succeed to and have all the rights, powers and duties, authority and responsibility conferred upon the Trustee originally named herein.

ARTICLE XVIII

Grantors During Their Joint Lifetimes to Designate Substitute or Successor Trustee.

The Grantors during their joint lifetimes may name a substitute or successor Trustee by delivery to any Trustee herein a notice naming the successor or substitute Trustee and indicating an intent to replace the Trustee named. Upon receipt of such notice the Trustee named shall pay over, deliver, assign, transfer or convey to such substitute or successor Trustee (which accepts the appointment as trustee), the Trust Estate and make a full and proper accounting to the Grantors, whereupon the Trustee named shall be discharged and have no further responsibility under this Trust Agreement. Upon the failure of the Trustee to make such conveyance the Grantors may apply to the court having jurisdiction of this trust and such court may compel the conveyance by the Trustee. The substitute or successor Trustee upon acceptance of this trust and the Trust Estate shall succeed to and possess all the rights, powers and duties, authority and responsibility conferred upon the Trustee originally named herein.

ARTICLE XIX

Discretion in Trustee to Terminate Small Trust and Distribute to Income Beneficiary.

If at any time any trust created hereunder has a fair market value as determined by the Trustee of Fifteen Thousand (\$15,000.00) Dollars or less, the Trustee, in its absolute discretion if it determines that it is uneconomical to continue such trust, may terminate such trust and distribute the trust property to the person or persons then entitled to receive or have the benefit of the income therefrom or the legal representative of such person. If there is more than one income beneficiary, the Trustee shall make such distribution to such income beneficiaries in the proportion in which they are beneficiaries or if no proportion is designated in equal shares to such beneficiaries.

ARTICLE XX

Definition of Children. At the date of the Trust Agreement, the Grantors have two children whose names are as follows:

BRAD WARD WILLIAMS
BARRY THAYNE WILLIAMS

As used in this Trust Agreement, the term "the Grantors' children" shall refer to the Grantors' children named in this Article and to any other child or children born to or adopted by the Grantors after the date hereof. The term "the Grantors' issue" shall refer to the Grantors' children and to the

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lawful descendants in any degree of the Grantors' children (to include adopted children as provided herein). Except as limited above, for the purposes of this Trust, "children" means the lawful blood descendants in the first degree of the parent designated; and "issue" and "descendants" mean the lawful blood descendants in any degree of the ancestor designated; provided, however, that if a person has been adopted, that person shall be considered a child of such adopting parent and such adopted child and his or her issue shall be considered as issue of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or either of the adopting parents. The terms "child," "children," "issue," "descendant" and "descendants" or those terms preceded by the terms "living" or "then living" shall include the lawful blood descendant in the first degree of the parent designated even though such descendant is born after the death of such parent.

ARTICLE XXI

Definition of Words Relating to the Internal Revenue Code. As used herein, the words "gross estate," "adjusted gross estate," "taxable estate," "unified credit," "state death tax credit," "maximum marital deduction," "marital deduction," "pass," and any other word or words which from the context in which it or they are used refer to the Internal Revenue Code shall have the same meaning as such words have for the purposes of applying the Internal Revenue Code to a deceased Grantor's estate. For purposes of this Trust Agreement, such Grantor's "available generation-skipping transfer exemption" means the generation-skipping transfer tax exemption provided in section 2631 of the Internal Revenue Code of 1986, as amended, in effect at the time of such Grantor's death reduced by the aggregate of (1) the amount, if any, of such Grantor's exemption allocated to lifetime transfers of such Grantor by such Grantor or by operation of law, and (2) the amount, if any, such Grantor has specifically allocated to other property of the such Grantor's gross estate for federal estate tax purposes. For purposes of this Trust Agreement if at the time of such Grantor's death such Grantor has made gifts with an inclusion ratio of greater than zero for which the gift tax return due date has not expired (including extensions) and such Grantor has not yet filed a return, it shall be deemed that such Grantor's generation-skipping transfer exemption has been allocated to these transfers to the extent necessary (and possible) to exempt the transfer(s) from generation-skipping transfer tax. Reference to sections of the Internal Revenue Code and to the Internal Revenue Code shall refer to the Internal Revenue Code amended to the date of such Grantor's death.

ARTICLE XXII

Simultaneous Death Provision Presuming Beneficiary Predeceases. If the Grantors should die under circumstances which would render it doubtful as to which Grantor died first, it shall be conclusively presumed for the purposes of this Trust that DONALD T. WILLIAMS died first. If any other beneficiary and a Grantor should die under such circumstances, it shall be conclusively presumed that the beneficiary predeceased such Grantor.

ARTICLE XXIII

Payment of Funeral Expenses and Expenses of Last Illness of Income Beneficiary. On the death of any person entitled to income or support from any Trust hereunder, the Trustee is authorized to pay the funeral expenses and the expenses of the last illness of such person from the principal of the Trust from which such person was entitled to income or support.

ARTICLE XXIV

State Law to Govern. This Trust Agreement and the trusts created hereby shall be construed, regulated and governed by and in accordance with the laws of the State of Idaho.

ARTICLE XXV

Spendthrift Provision. Except as otherwise provided herein, all payments of principal and income payable, or to become payable, to the beneficiary of any trust created hereunder shall not be subject to anticipation, assignment, pledge, sale or transfer in any manner, nor shall any beneficiary have the power to anticipate or encumber such interest, nor shall such interest, while in the possession of the fiduciary hereunder, be liable for, or subject to, the debts, contracts, obligations, liabilities or torts of any beneficiary.

ARTICLE XXVI

Perpetuities Savings Clause. Notwithstanding anything herein to the contrary, the trusts created hereunder shall terminate not later than Twenty-one (21) years after the death of the last survivor of the Surviving Spouse and issue living on the date of the Predeceased Spouse's death, when the Trustee shall distribute each remaining trust hereunder to the beneficiary or beneficiaries of the current income thereof, and if there is more than one beneficiary, in the proportion in which they are beneficiaries or if no proportion is designated in equal shares to such beneficiaries.

Testimonium Clause. IN WITNESS WHEREOF, the Grantors and the Trustees have executed this Agreement as of the day and year first above written.

GRANTORS AND INDIVIDUAL TRUSTEES:


DONALD T. WILLIAMS


NELDA MARIE WILLIAMS

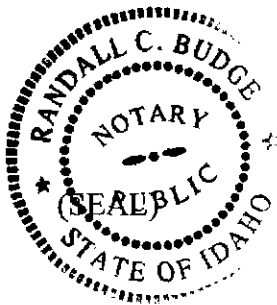
STATE OF IDAHO

COUNTY OF BANNOCK

)
) ACKNOWLEDGMENT
)

Acknowledgment. I, a Notary Public, within and for the State and County aforesaid, do hereby certify that the foregoing instrument of writing was this day produced to me in the above State and County by DONALD T. WILLIAMS and NELDA M. WILLIAMS, Grantors and Individual Trustees, party hereto and was executed and acknowledged by the Grantors and Individual Trustees to be their free act and voluntary deed.

WITNESS my signature this 4 day of December, 1998.



Randall C. Budge

NOTARY PUBLIC FOR IDAHO,
Residing at Pocatello.
My Commission expires 10/11/2000

RECEIVED
JUN 16 2003
Department of Water Resources

SCHEDULE "A"

List of Community and Separate Property

Schedule A. Trust Agreement dated Dec. 4, 1998, between DONALD T. WILLIAMS and NELDA M. WILLIAMS as Grantors, and DONALD T. WILLIAMS and NELDA MARIE WILLIAMS, Trustees. By approving this Schedule, the Grantors agree that the property listed herein is community property of the Grantors.

1. Real property located in Power County, Idaho, described as follows:

Township 11 South, Range 33 East, Section 9:
NE NW, SE NW, NE SW, SW SE, T-30, T-34,

together with the log home, outbuildings and all appurtenances and improvements located thereon.

2. Approximately 2290 acres of dry range land located in Arbon Valley, Power County, Idaho, together with 746 AUMs of BLM Grazing Rights, with one-third interest in Arbon Valley Land and Cattle Association. See Exhibit A-1 attached.
3. Contract of Sale together with Promissory Notes executed by Barry Thayne Williams in favor of Grantors pertaining to the sale of the ranch property, livestock and equipment in Arbon Valley.

4. First Security Bank:

Checking Account No.

004-11178-05

Savings Account No.

004-6553746

025-10106-66

025-1012597

Certificates of Deposit Nos.

0049992618749

0259992620954

0049992618565

0259992620955

0049992618566

0259992620956

5. Ireland Bank:

Certificates of Deposit Nos.

950100747

MICHAEL
AUG 11 2003

- ()
6. Edward D. Jones & Company:
Account No. ~~893-04527-1-2~~
7. All motor vehicles and equipment.
8. Any and all other property whether known or unknown, real or personal, wheresoever located.
- 

APPROVED:

Donald T. Williams
DONALD T. WILLIAMS

Nelda M. Williams
NELDA M. WILLIAMS

copy

504
7/16/03

114833

FILM

County Power { SS
I hereby certify that this
instrument was filed for
record at the request of
Don & Betty Williams
Filed at 3:00
clock P.M. this 22
day of July 1978 and
recorded in instrument
No. 114833 in Drawer
#5

Helen Hall, Recorder
By *[Signature]* Deputy

RECEIVED
JUN 16 2003
K. Anderson is
Deputy
Department of Water Resources

Reception
Indexed ☐ ☐

(DO NOT WRITE ABOVE THIS LINE)

WARRANTY DEED

For Value Received KENTON G. FREDRICKSON and BETTY KAY FREDRICKSON,
Husband and Wife,
the grantors, do hereby grant, bargain, sell and convey unto DONALD T WILLIAMS
and NELDA M. WILLIAMS, Husband and Wife,
the grantees, the following described premises, in Power County, Idaho, to wit:
Township 10 South, Range 33 East of the Boise Meridian,
Power County, Idaho.

- Section 29: SW1/4SW1/4.
- Section 30: Lots 2, 3, and 4.
- Section 31: NW1/4SE1/4, Lot 3.
- Section 32: N1/2SW1/4, S1/2NW1/4, S1/2SW1/4.

Township 11 South, Range 33 East of the Boise Meridian,
Power County, Idaho.

- Section 5: SW1/4, (SW1/4NW1/4), Lot 4, W1/2SE1/4, Lot 6.
- Section 6: S1/2NE1/4, Lots 1 and 2.
- Section 8: Lots 2 and 3, W1/2NE1/4, NW1/4SE1/4, E1/2NW1/4,
SW1/4NW1/4, NE1/4SW1/4, SW1/4SE1/4, Lot 4.
- Section 9: W1/2.
- Section 13: W1/2SE1/4.
- Section 17: SE1/4SW1/4, W1/2E1/2, Lots 1, 2, 3, and 4.
- Section 20: Lots 1, 2, 3, NW1/4SE1/4, SW1/4NE1/4, NW1/4NE1/4,
NW1/4, NE1/4SW1/4.
- Section 21: W1/2NW1/4.
- Section 24: W1/2NE1/4.
- Section 31: E1/2, E1/2W1/2, Lots 1, 2, and 3.
- Section 32: NW1/4SW1/4, S1/2SW1/4, SW1/4NW1/4, NW1/4NW1/4.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said
Grantees, afe heirs and assigns forever. And the said Grantors do hereby covenant
to and with the said Grantee s that they are the owners in fee simple of said premises;
that they are free from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: 6-17-78

Kenton G. Fredrickson
Betty Kay Fredrickson



State of Idaho
County of Franklin ss On the 17th day of June A.D. 1978

personally appeared before me KENTON G. FREDRICKSON and BETTY
KAY FREDRICKSON, Husband and Wife,

the signer(s) of the within instrument, who duly acknowledged to me that t hey
executed the same.

[Signature]
(NOTARY PUBLIC)

Residing at: My Commission expires:

Mail deed to:

Mail tax notice to:

MICROFILM

JUN 17 2003

1998 DEC 31 PM 2:26
DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO
TWIN FALLS, IDAHO
FILED

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

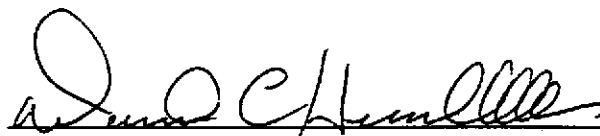
In Re SRBA	)	ORDER OF PARTIAL DECREE
	)	
Case No. 39576	)	For Water Right 29-10400
_____	)	

On November 3, 1998, a *Special Master's Report and Recommendation* was filed for the above water right. No Challenges were filed to the *Special Master's Report and Recommendation* and the time for filing Challenges has now expired.

Pursuant to I.R.C.P. 53(e)(2) and *SRBA Administrative Order 1*, Section 13f, this court has reviewed the Findings of Fact and Conclusions of Law contained in the *Special Master's Report* and wholly adopts them as its own.

Therefore, IT IS ORDERED that water right 29-10400 is hereby decreed as set forth in the attached *Partial Decree Pursuant to I.R.C.P. 54(b)*.

DATED DEC 31 1998



DANIEL C. HURLBUTT, JR.
Presiding Judge
Snake River Basin Adjudication

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

1979 DEC 31 PM 2:26

In Re SRBA)

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Case No. 39576)

Water Right 29-10400

FILED
TWIN FALLS, IDAHO

NAME AND ADDRESS: DONALD T WILLIAMS
1554 W BOWEN LN
ARBON, ID 83212

SOURCE: SPRING TRIBUTARY: SINKS

QUANTITY: 0.06 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 06/01/1893

POINT OF DIVERSION: T11S R33E S09 NWN Within Power County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Domestic 1 HOME	01-01 TO 12-31	0.04 CFS
	Stockwater	01-01 TO 12-31	0.02 CFS

PLACE OF USE: Stockwater Within Power County
T11S R33E S09 NENW

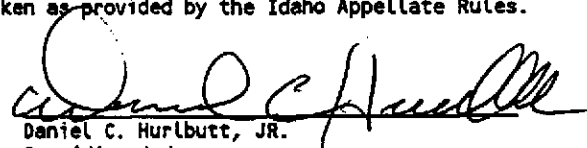
Domestic Within Power County
T11S R33E S09 NENW

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

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

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.


Daniel C. Hurlbutt, JR.
Presiding Judge
Snake River Basin Adjudication

1998 DEC 31 PM 02:00
DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILED _____

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)
)
Case No. 39576)
_____)

CERTIFICATE OF MAILING

Water Right(s): 29-10400

CERTIFICATE OF MAILING

I certify that a true and correct copy of the PARTIAL DECREE
PURSUANT TO I.R.C.P. 54(b) for WATER RIGHT 29-10400 was mailed
on December 31, 1998, with sufficient first-class postage prepaid
to the following:

DIRECTOR OF IDWR
PO BOX 83720
BOISE, ID 83720-0098

DONALD T WILLIAMS
1554 W BOWEN LN
ARBON, ID 83212
Phone: 208-335-2295

DIANA DELANEY
Chief Deputy Clerk

CERTIFICATE OF MAILING

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PAGE 1
12/31/98

AUG 11 2003



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

July 15, 2003

DONALD T & NELDA M WILLIAMS TRUST
1554 W BOWEN LN
ARBON ID 83212

RE: Change of Ownership for Water Rights 29-10400 and 29-10552

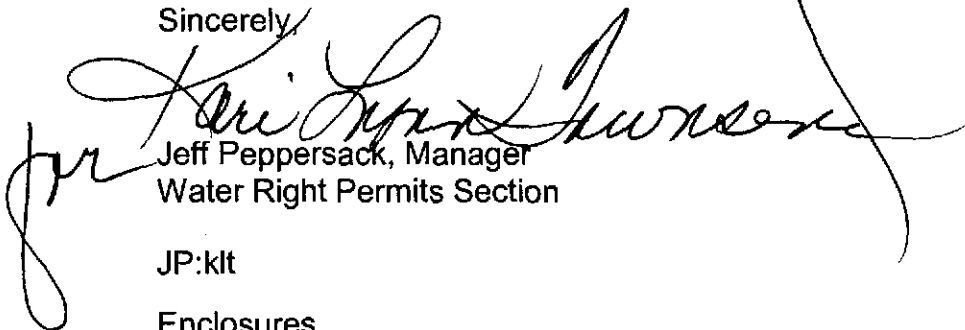
Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water rights to you. The department has modified its records to reflect the changes in ownership and has enclosed computer-generated reports for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,



Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosures

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AUG 11 2003