

RECEIVED

DEC 15 2003

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

Department of Water Resources

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

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, 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
	27-7070				
27-10121					
27-10122					

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts. \$50
- 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) are 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)

Eldon Scott

4. New Owner/Claimant(s)

Eldon & Clara Scott Living Trust

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

3665 Summit Dr.

City, State and ZIP Code

Poc. Id 83201

New Telephone Number

(208) 238 - 1212

5. Date you acquired the property

Nov. 28, 1990

SUPPORT DATA

IN FILE # 27-10121

If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If 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	_____	

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

Blanca Scott

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 JG
Received by JG
Processed by _____

Date 12-5-03
Date 12-5-03
Date _____

Fee 550
Receipt No. E 029400
WR _____ Date _____

ELDON AND CLARA SCOTT

LIVING TRUST

ARTICLE I

28 1.1 Parties. This Agreement is made and entered into this day of November, 1990, by and between the following parties:

1.2 Grantors. Eldon Earl Scott and Erma Clara Harman Scott, husband and wife, of Bingham County, Idaho, hereinafter referred to as "Grantors", and

1.3 Trustee. Eldon Earl Scott and Erma Clara Harman Scott, acting together and any other Successor Trustee named or provided for as herein stated together and individually hereinafter being referred to as "Trustee."

ARTICLE II

2.1 Grantors have Acquired Assets. WHEREAS, the Grantors have acquired various assets during their lives which they desire to place in Trust for the benefit of themselves, and

2.2 Grantors Desire to Plan the Distribution of Their Estate. WHEREAS, Grantors desire to plan the essential distribution of their estate so as to provide for their own needs and the needs of their children.

2.3 Consideration. NOW THEREFORE, in consideration of the mutual agreements, covenants and promises contained herein, the parties hereto agree as is stated in the following paragraphs.

ARTICLE III

3.1 Transfer in Trust. For good and valuable consideration, Grantors hereby transfer and deliver to the Trustee and his successors, as herein stated, the property listed in Exhibit "A", annexed hereto and incorporated herein by reference, to have and to hold the same, and any cash, securities, or other property which the Trustee may, pursuant to any of the provisions hereof at any time hereafter hold or acquire, all of such property being hereinafter referred to collectively as the "Trust Estate," for the uses and purposes and upon the terms and conditions herein set forth.

3.2 Additions to Trust. Grantors or any other person may from time to time transfer or devise additional property to the Trustee upon the terms of this instrument.

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3.3 Name of Trust. The Trust hereby created shall be known as the Eldon and Clara Scott Living Trust.

ARTICLE IV

4.1 Disposition During Life of the Grantors. During the lives of the Grantors, the Trustee shall hold, manage, invest and reinvest the Trust Estate, and shall collect the income thereof and shall dispose of the net income and principal as stated in the following paragraphs.

4.2 Trustee Pays to Grantors. The Trustee shall pay to the Grantors, or the survivor of them, all of the net income of this Trust, in monthly or other convenient installments, but at least annually. The Trustee may, in their discretion, pay or apply for the benefit of the Grantors, in addition to the income payments herein provided for, such amounts of the principal of the Trust Estate, up to the whole thereof, as the Trustee may from time to time deem necessary or advisable for the use and benefit of the Grantors.

ARTICLE V

5.1 Administration and Disposition of Trust Estate During Grantors' Lives. The powers reserved by Grantors under this Article V are exercisable in the absolute discretion of Grantors and, except as provided in Article VI, neither the Trustee nor any beneficiary hereunder shall have the right or power to enforce or object to the exercise of such powers.

5.2 Investment Direction by Grantors. The Grantors reserve the right to direct the investment of the Trust Estate. The Trustee shall not be liable for any investments made at the direction of the Grantors in accordance with the foregoing provisions.

5.3 Residential Real Property. While any residential property held in the Trust Estate is occupied by Grantors, the Trustee shall have no obligation or responsibility with respect thereto and shall not be liable for any loss, damage or other deterioration thereof nor for the payment of any taxes, insurance, repairs, maintenance or other charges in respect to such property. Nevertheless, the Trustee may in its discretion pay any or all such expenses out of the income or principal of the Trust Estate.

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Trustees' Initials

ARTICLE VI

6.1 Disposition on Death of Grantors. Upon the first death of a Grantor, the Trust shall continue to operate for the benefit of the surviving Grantor, according to the same terms provided herein. All trust principal, with accumulated income thereof, directed to be disposed of under the provisions herein, shall, upon the death of both of the Grantors, be divided into as many equal shares as there are children of Grantors then living and children of the Grantors then deceased having issue then living. The equal shares shall be allocated by the Trustee as follows:

6.2.1 Living Child. One (1) share shall be distributed, free of trust, to each of Grantors' children who is then living.

6.2.2 Issue of Deceased Child. One (1) share shall be distributed, free of trust, among the surviving issue of each child of Grantors' then deceased, leaving issue then surviving, such allocation to be by right of representation.

6.2 Minors. Notwithstanding anything herein contained to the contrary, whenever pursuant to the provisions of this agreement all or any part of the principal of the trust shall vest in absolute ownership in a minor, the Trustee is authorized and empowered, in his uncontrolled discretion, to hold the property so vested in such minor, or any part thereof, in a separate fund for the benefit of such minor, notwithstanding that such property may consist of investments not authorized by law for trust funds, and during the minority of such minor to accumulate the net income, and in his uncontrolled discretion to pay or apply such principal and any income to the support, maintenance, and education of such minor, irrespective of the other resources of such minor or his or her parents. When such minor shall attain the age of twenty-one (21) years, the Trustee shall pay the principal, together with all accumulated income, to such minor, and if such minor shall die before attaining such age, the principal and all accumulated income shall be paid to his estate, and shall not operate to suspend the absolute ownership of such property by such minor or to prevent the absolute vesting thereof in such minor. With respect to the administration of any such property which shall vest in absolute ownership in a minor, and which shall be held for the minor pursuant to this agreement, the Trustee shall have all the powers vested in them under the provisions of this agreement.

ARTICLE VII

7.1 Termination. It is hereby declared that this Trust will terminate when Grantors are both deceased and when all property and

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principal of said Trust, including income which has accumulated and become a part of said principal, has been distributed.

ARTICLE VIII

8.1 Powers and Duties. The powers and duties of the Trustee and protective provisions of the Trusts hereunder without regard to any legal restrictions otherwise applicable to Trustees shall be as stated hereinafter.

8.2 Income vs. Principal. Any income distributed on a current basis under the provisions of any Trusts hereunder shall be accumulated and added to the principal of said Trust.

8.3 Uniform Principal and Income Act. All receipts and expenditures shall be administered in the Trust created by this agreement, subject to any limitations stated elsewhere herein, and allocated as to principal and income as provided in the UNIFORM PRINCIPAL AND INCOME ACT, Idaho Code, Title 28, Chapter 10, as now in effect and as it may hereafter be named.

8.4 Uniform Trustees Power Act. Subject to any limitations stated elsewhere herein, the Trustee, to carry out the purposes of any Trusts created hereunder, shall be vested with all of the powers and authority as set forth in the UNIFORM TRUSTEES POWER ACT, Idaho Code, Title 28, as now in effect and as it may hereafter be amended.

8.5 Plural. The word "Trustee" shall be construed as plural in the context of this Trust instrument where applicable.

8.6 Spend Directly or Pay Conservator. The Trustee either may spend directly any income or principal which it is authorized in this instrument to use for the benefit of any beneficiary of this trust, or the Trustee may pay said fund to the Conservator of such person or, in the absence of a Conservator, to the person with whom said beneficiary is residing. The receipt of any Conservator, or person with whom said beneficiary is residing shall be a complete discharge to the Trustee who shall not be responsible for the application of such payments.

8.7 No Court Approval Required. Any Trustee shall not be required to obtain authority or approval of any Court in the exercise of any power permitted under this instrument. The Trustee shall not be required to file accountings with any Court.

8.8 Dealing with Trustee. No person dealing with the Trustee shall be obligated to inquire into the Trustee's power or authority

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or into the validity of any act of the Trustee, or be liable for the application of any money paid to the Trustee in the management of the Trust funds.

8.9 Termination of Trust when Principal Small. Any Trust created hereunder which has the aggregate principal value of Five Thousand Dollars (\$5,000.00) or less may, but need not be, terminated in the discretion of the Trustee. In such event, the Trustee shall distribute the assets thereof in the Trustee's possession to the then-current beneficiary or beneficiaries of the income, if more than one beneficiary is so entitled, in the proportions to which they are beneficiaries.

8.10 Additional Discretionary Powers. In addition to the powers given by law to the Trustee, and not by way of limitation of any such power, the Trustee, in its sole and absolute discretion is authorized and empowered, at any time and from time to time as stated hereinafter.

8.10.1 To Hold Property. To hold and retain any and all property received from the estate of Grantors, or any other source, without regard to any law or rule of court concerning diversification, risk, or nonproductivity.

8.10.2 To Invest Property. To invest and reinvest, or leave temporarily non-invested any funds and any property, real or personal of any kind, nature, including, without limitation, stocks (whether common, preferred or otherwise), bonds (secured or otherwise), obligations, mortgages, other securities and interests in the foregoing without regard to any law or rule of Court prescribing or restricting investments for fiduciaries.

8.10.3 To Make Loans. To make any loans, either secured or unsecured, in such amounts, and on such terms, at such rates of interest, and to such persons, firms, or corporations as deemed advisable; including beneficiaries of this Trust or estate.

8.10.4 To Sell. To sell, exchange, partition or otherwise dispose of any property, real or personal, by public or private sale, for such purposes and upon such terms, including options and sales on credits, with or without securities.

8.10.5 To Mortgage. To mortgage any real property in such amount and on such terms as deemed advisable; to lease any such property for such term or terms, upon such conditions and rentals, and in such manner as deemed advisable, irrespective of whether the term of any lease shall exceed the period permitted by law or the probable period of any Trust created hereby, and to

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renew or modify any such leases; and to make repairs, replacements, and improvements, structural or otherwise.

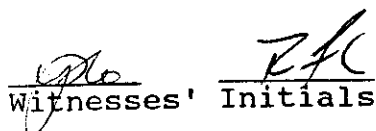
8.10.6 To Borrow, Pledge, etc. To borrow money for any purpose in connection with the administration of any Trust created hereby; execute Promissory Notes or other obligations for amounts so borrowed, and to secure the payment of any amount so borrowed by mortgage or pledge of any real or personal property; to renew or extend the time of payment of any obligation, secured or unsecured, payable to or by the estate of any Trust created hereby, for so long a period of time and on such terms as deemed advisable; and to adjust, settle, compromise, and arbitrate claims or demands upon such terms as deemed advisable.

8.10.7 To Vote Stock. In respect to any stock or other securities forming part of my estate or any trust created hereby, to vote upon any proposition or election at any meeting and to grant proxies, discretionary or otherwise, to vote at any such meeting; to join in or become a party to any reorganization, and to deposit any such securities with any committee, depository, trustee, or otherwise, and to pay out any fees, expenses, and assessments incurred in connection therewith, and to charge the same to principal or income as deemed proper; to exercise conversion, subscription, or other rights, or to sell or abandon such rights, and to receive and hold any new securities issued as a result of any such reorganization, readjustment, merger, voting trust, consolidation, exchange, or exercise of conversion, subscription, or other rights; and, generally, to take all action in respect to any such securities as could be done by an absolute owner.

8.10.8 To Distribute or Divide Property. Whenever required or permitted, to divide or distribute any property, and to make such division or distribution in kind or in money, or in part kind and in part money and without regard to the income tax basis of any such property.

8.10.9 To Apportion Dividends. To apportion extraordinary stock and liquidating dividends between income and principal in such manner as shall fairly take into account the relative interests of the beneficiaries; and to determine what constitutes such dividends.

8.10.10 To Consolidate a Specific Trust. To hold and administer the Trusts created hereby in one or more consolidated funds, in whole or in part, in which the separate Trusts shall have undivided interests.

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8.10.11 To Engage Agents. To engage attorneys, accountants, agents, custodians, clerks, investment counselors, and such other persons as deemed advisable, to make such payments therefor as deemed advisable, to make such payments therefore as deemed reasonable, and to charge the expense thereof to income or principal as equitably determined, and to delegate to such persons any discretion deemed proper.

8.10.12 To Act as Needed Prior to Termination of Trust. To exercise all power and authority, including any discretion, conferred in this instrument, with respect to all accumulations of income under this instrument and with respect to all property held under a power in trust.

8.10.13 To Act as Needed After Termination of Trust. To exercise all power and authority, including any discretion, conferred in this instrument after the termination of any trust created herein and until the same is fully distributed.

8.10.14 No Bond. To act with all power and authority, including any discretion, conferred in this instrument, without bond or security.

8.10.15 Resignations. To resign at any time by giving written notice specifying the effective date of resignation to the beneficiaries of the current income at the time of giving of notice. If any said Trustee at any time resigns or is unable or refuses to act, another trustee may be appointed which shall be an individual Trustee approved by at least three-fourths (3/4) of the then-current income beneficiaries of the Trust; or, alternatively, a Corporate Trustee authorized under the laws of the State of Idaho to administer Trusts. Such a Trustee may be, but not by way of limitation, any commercial bank authorized to do business in the State of Idaho. Any Successor Trustee shall accept without examination or review the accounts rendered and the property delivered by or for the predecessor Trustee, without incurring any liability or responsibility for doing so.

8.10.16 Successor. All Successor Trustees shall have the same title, powers, duties, and discretion of the Trustee succeeded; without the necessity of any conveyance or transfer.

8.10.17 Compensation. To be entitled to reasonable compensation for services rendered in administering and distributing the trust property, and any Trustee shall be reimbursed for expenses.

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8.10.18 Exercise Tax Election. To have power to exercise any election in respect to whether any expense is claimed as an expense of the Trust or as a personal deduction for income tax purposes.

8.10.19 Income Tax Returns. The Trustee is authorized to file, with my surviving spouse or said spouse's personal representative, a joint Federal Income Tax return for the year in which my death occurs or any previous year for which a return has not been filed prior to the date of my death.

ARTICLE IX

9.1 Control by Grantor. So long as a Grantor is the Trustee or co-Trustee hereunder, the decision of the said Grantor(s) shall prevail and be binding upon all other Trustees as to all matters concerning the Trust Estate, without any liability on the part of the Trustee for such decision by the Grantor(s). Grantor(s) may resign as Trustee at any time by filing his or her written resignation with the Trustee, and shall thereupon be relieved of and discharged from all future duties as such Trustee. In the event of the death, resignation, or incapacity of the Grantor(s), all rights and powers of the Trustee shall thereupon vest in and be thereafter exercised only by the Successor Trustee.

ARTICLE X

10.1 Accounting by Trustee. The Trustee shall keep all the accounts and records of the Trusts created herein and semi-annually, or oftener, shall render to the Grantor statements showing all receipts, disbursements, and investment transactions. After the death of the Grantors, the Successor Trustee shall render, at least annually, to each adult beneficiary then entitled to income under the terms of any trust created hereunder, a statement showing in detail receipts, disbursements, and distributions of both principal and income of the Trust Estate.

ARTICLE XI

11.1 Spendthrift Clause. After any of the Trusts created herein become irrevocable, the interests of each beneficiary in income and principal shall be free from the control or interference of any creditor of such beneficiary, or the spouse of a married beneficiary, or the parent of a child beneficiary, and shall not be subject to attachment or be subject to assignment.

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ARTICLE XII

12.1 Tax Provision. Upon the death of each Grantor, the Trustee shall pay all taxes which shall be properly charged against the Trust Estate by reason of the death of said person. If any Trustee, or other person acting in a fiduciary capacity shall have paid any estate or other tax upon or with respect to any or all of the Trust Estate required to be included in the gross estate of the said party, the Trustee shall reimburse such fiduciary for the amount of such taxes.

ARTICLE XIII

13.1 Situs. This Trust shall not take effect until the execution of this agreement by Grantors. It shall be governed and construed in all respects according to the laws of the State of Idaho.

ARTICLE XIV

14.1 Inter Vivos Revocable Trust. The undersigned intend by the creation of this Trust instrument to create an Inter Vivos (Living) Revocable Trust. Therefore, this trust instrument shall be interpreted in accordance with their express general intention. In furtherance of, and pursuant to, their intention, it is provided as follows:

14.1.1 Pour-over Will. In conjunction with this Trust, the Grantors will hereafter or contemporaneously herewith execute a Will which may pour-over certain assets, probably a portion of their estate, to this Trust as a Will beneficiary with the intention that such assets constitute an integral part of this Trust and not a testamentary Trust subject to Probate Court control after the end of the estate probate process. Trustee shall hold, administer and distribute said pour-over assets as an integral part of this Trust and pursuant to the provisions set forth herein.

ARTICLE XV

15.1 Liability and Governing Law. An honest, non-negligent error of judgment shall never be grounds for liability of the original or Successor Trustees. However, any Successor Trustee shall be liable for its acts and omissions and be governed by any laws relating to Trustees in accordance with the laws of the State of Idaho. It is the intention herein that all Successor Trustees be held to the standard of a conservative, but reasonably prudent man in connection with all transactions contained herein.

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ARTICLE XVI

16.1 Thirty-Day Survivorship. In determining beneficiaries of the Trusts created herein, a beneficiary shall be deemed to have survived the Grantor, any other person, a point in time, or an event, as the case may be, only if such survivorship is for at least thirty (30) days. Provided, however, this clause shall not apply in any case where its application would cause any provision of this instrument, which would otherwise be valid, to be void under any applicable rule against perpetuities, rule limiting suspension of the power of alienation, or other similar rule.

ARTICLE XVII

17.1 Incapacity of Grantor. During Grantor's life, if the Trustee shall at any time receive a written statement signed by Grantor's personal physician, or two unrelated objective physicians, stating that he considers Grantor to be so mentally or physically incapacitated as to be unable to effectively manage or apply his or her estate to necessary ends, then, whether or not Grantor may have been adjudicated or certified an incapacitated or incompetent person and notwithstanding any contrary direction from Grantor, Grantor shall be considered to be incapacitated and the provisions of this Article XVII shall apply.

17.2 Effect of Determination of Incapacity. If a Grantor is determined to be incapacitated as provided herein, then, during the period of such incapacity, (1) if Grantor is then acting as a Trustee hereunder, he or she shall be deemed to have resigned; (2) any attempt by such Grantor to exercise any of the powers reserved by him or her under this instrument shall be without force and effect; and (3) the Trustee shall have power and authority on such Grantor's behalf to exercise or perform any act, power, duty, right or obligation whatsoever that such Grantor may have, relating to any person, matter, transaction or property, real or personal, tangible or intangible, whether in the Trust Estate or owned by such Grantor, including, without limitation, power to transfer to itself upon the terms set forth in this instrument any property owned by such Grantor. The power granted to the Trustee under (3) above shall be construed and interpreted as a general durable power of attorney to act as such Grantor's attorney in fact and agent and shall be in addition to all other powers bestowed upon the Trustee by this instrument.

17.3 Restoration of Capacity. If at any time after such Grantor is determined to be incapacitated under this Article, the Trustee shall receive a written statement signed by such Grantor's personal physician, or two unrelated objective physicians, that

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such Grantor is no longer so mentally or physically incapacitated to be unable to effectively manage or apply his or her estate to necessary ends, then such Grantor shall no longer be deemed to be incapacitated and the provisions of this Article shall cease to apply. Restoration of Capacity pursuant to this Article shall not automatically reinstate such Grantor as a Trustee under this instrument.

ARTICLE XVIII

18.1 Appointment of Trustee. We appoint as our trustees, ourselves, Eldon Earl Scott and Erma Clara Harman Scott of Bingham County, Idaho.

18.2 Resignation. The Trustee appointed under this agreement may resign from office at any time by giving written notice delivered in person to or mailed to the last known address of any co-Trustee and each beneficiary then receiving or who would then be eligible in the discretion of the Trustee to receive the income of such Trust, such resignation to be effective upon the acceptance of the Trusteeship by a properly designated Substitute Trustee. Notice shall be effectively given in the case of a beneficiary who is under a legal disability if given to the parent, guardian or other person or institution having custody of such beneficiary.

18.3 Succession. In the event a vacancy exists, for any reason, in the office of Trustee, I appoint as Substitute Trustees, to act successively in the order named: Carl Scott of Omaha, Nebraska, then Colleen Call of Idaho Falls, Idaho.

ARTICLE XIX

19.1 Perpetuities Savings Clause. Regardless of anything to the contrary herein contained notwithstanding, the Trusts created in this Agreement, if they have not previously terminated pursuant to the terms hereof, shall terminate upon the date of expiration of twenty-one (21) years after the death of the Grantor and his issue now living. And, at said termination of this Trust, the Trustee shall distribute the Trust Estate as it shall then be constituted, together with any net income to the beneficiaries then entitled to the income from the Trust Estate in accordance with the terms of this Agreement.

ARTICLE XX

20.1 Revocation. As long as either Grantor is alive, he or she reserves the right to amend, modify, or revoke this Trust in whole or in part, including the principal, and the present or past

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undisbursed income from such principal. Upon revocation, the Trustee shall promptly distribute to Grantor(s) all of the designated portion of the property comprising the Trust Estate.

20.2 Amendment. Grantor may at any time during his life amend any of the terms of this instrument by an instrument signed by him and delivered to the Trustee.

20.3 Interest of Beneficiaries. The interest of the beneficiaries is a present interest which shall continue until this Trust is revoked or terminated other than by death. As long as this Trust exists, the Trust properties and all rights and privileges thereunder shall be controlled and exercised by the Trustee named herein.

ARTICLE XXI

21.1 Separate Property to Remain Separate Property. All property now or hereafter conveyed or transferred to the Trustee to be held by the Trustee pursuant to this Trust Agreement that was community property or separate property at the time of such conveyance or transfer shall remain, respectively, community property or the separate property of the Grantor(s) transferring such property to the Trustee.

IN WITNESS WHEREOF, the Grantors and the Trustee have executed and sealed this Agreement.

GRANTORS:

Eldon Earl Scott
Eldon Earl Scott

Erma Clara Harman Scott
Erma Clara Harman Scott

TRUSTEES:

Eldon E. Scott

Eldon Earl Scott

Erma Clara Harman Scott
Erma Clara Harman Scott

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Trustees' Initials

ATTESTATION

This instrument was signed, sealed, published and declared by the Grantors and Trustees to be their respective testamentary documents in the presence of us, who at their request, and in their presence, and in the presence of each other, have subscribed our names as witnesses thereto.

Patricia L. Ostot
Witness

Idaho Falls, ID
Address

R. Fred Coor
Witness

Idaho Falls ID
Address

STATE OF IDAHO)
County of Bonneville) : ss.

We, Eldon Earl Scott and Erma Clara Harman Scott, as Grantors, and as Trustees, and Patricia L. Ostot and R. Fred Coor, the witnesses whose names are signed to the attached or foregoing instrument, being first duly sworn, do hereby declare to the undersigned authority that the said parties signed and executed this instrument as their testamentary documents and that they had signed willingly, and that they executed it as their free and voluntary act for the purposes therein expressed; and that each of

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Trustees' Initials

the witnesses, in the presence and hearing of said parties, signed the document as witness and that to the best of his knowledge, said parties were at this time adults, of sound mind, and under no constraint or undue influence.

GRANTORS:

Eldon E. Scott
Eldon Earl Scott

Erma Clara Harman Scott
Erma Clara Harman Scott

TRUSTEES:

Eldon E. Scott
Eldon Earl Scott

Erma Clara Harman Scott
Erma Clara Harman Scott

Patricia L. Oistot
Witness

B. Fred Cooper
Witness

SUBSCRIBED AND SWORN TO AND ACKNOWLEDGED before me this 28 day of November, 1990, by Eldon Earl Scott and Erma Clara Harman Scott, Grantors and Eldon Earl Scott and Erma Clara Harman Scott, as Trustees, and subscribed and sworn to before me by Patricia L. OISTOT and B. Fred Cooper, the witnesses.

(SEAL)

Notary Public for Idaho
Residing at Idaho Falls, ID
My Commission Expires: 5/12/94

Witnesses' Initials
plc BFC

Trustees' Initials
E.E.S. E.C.H.

EXHIBIT "A"

This Exhibit represents a description of that property which is being contributed to the Eldon and Clara Scott Living Trust dated the 28 day of November, 1990.

Description of Personal Property

Bank Accounts:

Key Bank of Idaho, savings account #03 3484821
Key Bank of Idaho, checking account #03 022305 7

Certificates of Deposit:

First Federal Savings & Loan Association,
Savings Account No. 003 3806400
Westmark Federal Credit Union,
Certificate of Deposit No. 12144, dated 11/19/91

Life Insurance:

Policy No. B1937315, Face amount \$5,000,
Bankers Life Company
Insured: E. Clara Scott

Policy No. 10086049
First Continental Life and Accident Insurance Co.
Insured: E. Clara Scott

Policy No. 3914358
Occidental Life
Insured: Eldon E. Scott

Policy No. I7014869
First Continental Life and Accident Insurance Co.
Insured: Eldon E. Scott

Policy No. 760015830
Republic National Life
Insured: Eldon E. Scott

Policy No. 14830
Pacific National Life Assurance Company

Pacific Western Insurance Company

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E.S. E.C.S.
Trustees' Initials

Contract Receivable

Contract dated April 14, 1983, recorded as Instrument No. 307703 in the Bingham County Recorder's Office, with Jared Norman Pease and Mardee Lyn Pease, husband and wife, as Purchasers and Eldon E. Scott and Clara E. Scott as Sellers, and together with associated Promissory Notes and security.

Contract with Karen Lloyd, for renting house at Wapello, with option to apply all rents to purchase the property.

Motor Vehicles

1982 Kawasaki Motorcycle
VIN No. JKAK2LB13CA001402

1985 Oldsmobile
VIN No. 1G3CW69T2F1340507

1948 Ford Pickup
VIN No. 88RW-86,032

1979 Oldsmobile
VIN No. 3X69N9M-352,287

1957 International Pickup
VIN No. S-37,578

Water Certificates

9/50 share, West Branch Canal Company, No. 1046
9/50 share, Blackfoot Irrigation Company, No. 1982
42/50 share, West Branch Canal Company, No. 1188
55/66 share, Blackfoot Irrigation Company, No. 1984
2/5 share, Blackfoot Irrigation Company, No. 1983
2/5 share, West Branch Canal Company, No. 1047
1 share, West Branch Canal Company, No. 737
2 shares, Blackfoot Irrigation Company, No. 1456
1 share, West Branch Canal Company, No. 735

Miscellaneous

All Furniture and household items
All machinery and equipment

Witnesses' Initials

plw *Rfc*

Trustees' Initials

ES *ES*

Description of Real Property

IN BINGHAM COUNTY, IDAHO

PARCEL I (Wapello):

All that part of the Southeast Quarter of the Northeast Quarter of Section 17 in Township Two South of Range 36, East of the Boise Meridian, in Idaho, lying East of the Right-of-way of the Oregon Short Line Railroad, containing Three (3) acres, more or less;

Together with the ditches, ditch rights-of-way, water and water rights thereunto belonging, and particularly Fifteen (15) inches of water of the Blackfoot Irrigation Company, a Corporation, and the West Branch thereof.

PARCEL II (Home):

Lots 11 and 12 in Block 6 of McMullen Addition to the Village of Firth, Bingham County, Idaho, according to the recorded plat thereof.

PARCEL III (80 acres):

The North Half of the Northeast Quarter of Section Twenty-Two (22), in Township Two (2) South, Range Thirty-six (36), East of the Boise Meridian, in Idaho;

Together with all water rights and ditch rights of way thereunto belonging and appertaining, and particularly 55/66 shares of water in the East Branch of the Blackfoot Irrigation Company.

PARCEL IV (Grandma's):

The West half of the Northeast Quarter of the Southwest Quarter of Section Sixteen (16), Township Two (2) South of Range Thirty-Six (36) East of the Boise Meridian in Idaho, together with the ditches, ditch rights-of-way, and water rights thereunto belonging or appertaining and particularly two-fifths of one share of the capital stock of the Blackfoot Irrigation Company, a corporation.

Wpl RFC
Witnesses' Initials

EL CLS
Trustees' Initials