

RECEIVED

JAN 23 2025

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

IDWR / NORTH

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
95-7051	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Barry Eichelberger, Joshua Crawford, Giovanni Anselmo, Jacob Pickering
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): 37442 Hayden Trust (Jacob Pickering)
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- 37442 E Hayden Lake Road Hayden ID 83835
Mailing address City State Zip
- 801-706-8227 pickjag@yahoo.com
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 7/14/2024
6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
☐ If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
☐ \$25 per *undivided* water right.
☐ \$100 per *split* water right.
☐ No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: *Jacob Pickering* Title, if applicable _____ Date 1/22/2025
Signature of new owner/claimant
Jacob Pickering
Print name

Signature: _____ Title, if applicable _____ Date _____
Signature of new owner/claimant

Print name

For IDWR Office Use Only:

Received by YMB Date 1/23/25 Receipt No. N045170 Receipt Amt. \$2500
Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
Name on W-9 _____ Approved by _____ Processed by YMB Date 1/28/25

Recording Requested By:
When Recorded Return to:
Anderson Business Advisors, PLLC
732 Broadway, Suite 201
Tacoma, Washington 98402

And Mail Tax Statement To:
37442 Hayden Trust
3225 McLeod Drive, Suite 777
Las Vegas, Nevada 89121

Warranty Deed

For Value Received, **Jacob Pickering and Bridgette Pickering, husband and wife, as community property with right of survivorship**, the Grantor, hereby grants, bargains, sells, conveys and warrants unto **37442 Hayden Trust, dated May 7, 2024, Carter Coons, Esq., his successor or successors in interest, as Trustee**, the Grantee, whose current address is: 3225 McLeod Drive, Suite 777, Las Vegas, Nevada 89121, the following described premises, in Kootenai County, Idaho, to-wit:

Lot 3, Block 1, IDANHA, according to the Plat thereof recorded in Book K of Plats at Page(s) 56, records of Kootenai County, Idaho:

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owner in fee simple of said premises; that said premises are free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

Full power and authority is hereby granted to said trustee to improve, subdivide, protect, conserve, sell, lease, encumber and otherwise manage and dispose of said property or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said property or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property or any part thereof, from time to time, in possession or reversion, by leases to commence present or future, and upon any terms and for any period of time, not exceeding in the case of any single demise the term of 99 years, and renew or extend leases upon any terms and for any periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or in any part of the reversion and to contract respecting the manner of fixing

the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to submit said property to condominium, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

Any contract, obligation, indebtedness, or other incurred or entered into by the Trustee under the terms of the aforesaid Trust in connection with said property shall be as Trustee of an express trust and not individually and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property in the actual possession of the Trustee shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of the Trustee, while in form purporting to be representations, warranties, covenants, undertakings, promises, and agreements by the Trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings, and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein, and that no personal liability of personal responsibility is assumed by nor shall at any time be asserted or enforceable against the trustee individually or on account of any instrument executed by or on account of any representation, warranty, covenant, undertaking or agreement of the said Trustee, either released and all persons, corporations and other legal entities whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record for this Deed.

In no case shall any party dealing with said Trustee in relation to said property, or to whom said property or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said property, or be obliged to see that the terms of this trust have been complied with, or obliged to inquire into the necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee in relation to said property shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was binding upon all beneficiaries thereunder, (c) that the Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and (d) if the conveyance is made to a successor or successors in trust, that such are fully vested with all the title estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each beneficiary under the trust agreement hereunder and of all persons claiming under them or any of them shall be only in possession, earnings, avails and proceeds arising from the sale or other disposition of said property, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said property as such, but only an interest in the possession, earnings, avails and proceeds thereof as aforesaid. The situs of the domicile of the Beneficiary shall be the governing jurisdiction for any legal action undertaken pursuant to the interests of any Beneficiary hereunder. The Power(s) of Direction over the actions of the Trustee shall be held by those holding a majority of Beneficial shares unless otherwise granted herein.

The initial Trustee holding title to the aforesaid property for the aforementioned trust under the terms of the aforesaid trust agreement shall be **Carter Coons, Esq.** The situs of the domicile of said trust shall be the domicile of the Trustee and of any successor Trustee who shall henceforth act in that capacity. The said situs of the Trust shall be the governing jurisdiction for any legal action undertaken pursuant to the assets of the aforesaid trust. In the event of the said Trustee's death, incapacity, disappearances, bankruptcy, resignation or unwillingness to act in accordance with directions given by the filing of a death certificate or notice of dismissal of the initial Trustee or of any successor Trustee hereafter named in the Public Records of the county in which any trust property is held, along with an Affidavit attesting to the appointment and acceptance by any of the following successor Trustees, without regard to the order in which listed, shall be effective to vest title to said successor Trustee or Trustees.

Dated: June 14, 2024

Jacob Pickering
Jacob Pickering

Bridgette Pickering
Bridgette Pickering

Acknowledgement

State of Idaho

County of Kootenai

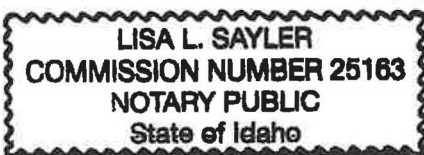
ss.

On June 14, 2024, before me, Lisa L. Saylor, a Notary Public, personally appeared, Jacob Pickering and Bridgette Pickering, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

~~Credit to the account of the within named payee in accordance with payee's instructions. Absence of endorsement guaranteed.~~
WASHINGTON TRUST BANK

Lisa L. Saylor
Notary Public
EX 12-26-2025





File No: 115796AM

WARRANTY DEED

For Value Received

Giovanni C. Anselmo and Patricia D. Anselmo, husband and wife

The Grantor, does hereby grant, bargain, sell and convey unto

Jacob Pickering and Bridgette Pickering, husband and wife, as community property with right of survivorship

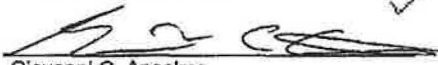
Address: 37442 E. Hayden Lake Rd., Hayden ID 83835

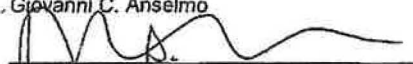
The Grantee, the following described premises, in Kootenai County, Idaho, to wit:

Lot 3, Block 1, IDANHA, according to the Plat thereof recorded in Book K of Plats at Page(s) 56, records of Kootenai County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that he/she/they is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject to those made, suffered or done by the Grantee(s); current taxes, levies, assessments, easements, reservations and rights of way and covenants, conditions, restrictions, easements, reservations, dedications, rights of way and agreements of record and that he/she/they will warrant and defend the same from all lawful claims whatsoever.

Dated: October 2, 2021


Giovanni C. Anselmo


Patricia D. Anselmo

STATE OF IDAHO

COUNTY OF KOOTENAI

On this 4th of October, 2021, before me, Alicia Mills, a Notary Public in and for said State, personally appeared Giovanni C. Anselmo and Patricia D. Anselmo, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.


Notary Public for Idaho

Residing at Georgetown

My Commission Expires: 9/8/2021
2021

ALICIA MILLS
COMM. #66254
NOTARY PUBLIC
STATE OF IDAHO



WARRANTY DEED

Alliance Title & Escrow Corp. Order No.:498941

FOR VALUE RECEIVED

Joshua T. Crawford and Angela V. Crawford, husband and wife

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Giovanni C. Anselmo and Patricia D. Anselmo, husband and wife as community property
with right of survivorship

whose current address is

37442 E. Hayden Lake Rd.
Hayden, ID 83835

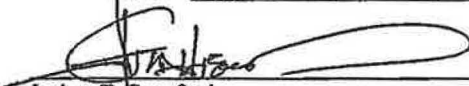
the grantee(s), the following described premises, in Kootenai County, Idaho, TO WIT:

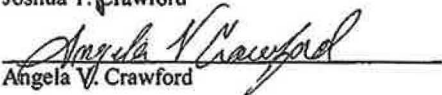
Lot 3 in Block 1 of Idanha, according to the official plat thereof, filed in Book K of Plats at
Page(s) 56, records of Kootenai County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee,
heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that
(s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except:
Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way,
apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: July 27, 2020


Joshua T. Crawford


Angela V. Crawford

State of Idaho } ss
County of Kootenai }

On this 29 day of July, 2020, before me, Kimi Dennison, a Notary Public in and for said state,
personally appeared Joshua T. Crawford and Angela V. Crawford, known or identified to me to be the
person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that
he/she/they executed same.

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


Kimi Dennison
Notary Public for the State of Idaho
Residing at: Rathdrum, ID
Commission Expires: 9/2/2021

KIMI DENNISON
COMMISSION #40659
NOTARY PUBLIC
STATE OF IDAHO

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
1866 North Lakewood Drive
Coeur d'Alene, ID 83814

JIM BRANNON 2 P 2700500000
KOOTENAI COUNTY RECORDER
PRG 7/3/2019 2:41 PM
REQ OF FIRST AMERICAN TITLE -
KOOTENAI
RECORDING FEE: \$15.00 DD
Electronically Recorded

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: 735076-C (ms)

Date: June 26, 2019

For Value Received, **Barry Eichelberger and Judy L. Eichelberger, husband and wife**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Joshua T. Crawford and Angela V. Crawford, husband and wife**, hereinafter called the Grantee, whose current address is **37442 E. Hayden Lake Road, Hayden, ID 83835**, the following described premises, situated in Kootenai County, Idaho, to-wit:

LOT 3, BLOCK 1, IDANHA, ACCORDING TO THE PLAT RECORDED IN BOOK K OF PLATS, PAGE 56, RECORDS OF KOOTENAI COUNTY, IDAHO.

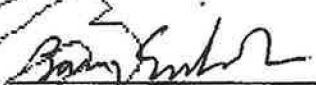
SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

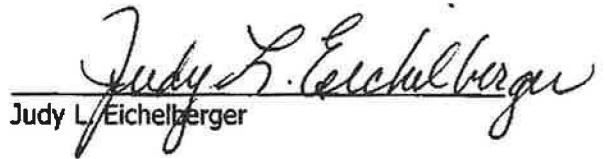
TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Date: 06/26/2019

Warranty Deed
- continued

File No.: 735076-C (ms)


Barry Eichelberger


Judy L. Eichelberger

STATE OF Idaho)
ss.

COUNTY OF Kootenai)

On this 2 day of July, 2019, before me, a Notary Public in and for said State, personally appeared **Barry Eichelberger and Judy L. Eichelberger**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

MARY SPRIDGEON
Notary Public - State of Idaho
Commission Number 47520
My Commission Expires 04-02-2020


Notary Public for the State of Idaho
Residing at: Athol
My Commission Expires: 04/02/2020

The 37442 Hayden Trust

THIS TRUST AGREEMENT made this May 7, 2024 is entered into by and between Carter Coons, Esq. hereinafter called the "Trustee" which designation shall include all successor trustees, and Jacob Pickering and Bridgette Pickering, hereinafter called the "Grantor" whether one or more, and Jacob Pickering and Bridgette Pickering, hereinafter called the "Beneficiary" whether one or more, which designation shall include all successors in interest to any beneficiary or beneficiaries:

WHEREAS, Jacob Pickering and Bridgette Pickering, are about to convey to the Trustee, as Trustee under this Trust, title to the real property in Kootenai County, Idaho described in Paragraph 1 (herein called the "Property"); and,

WHEREAS, the Property is about to be transferred into this Trust and shall be held in trust, and administered and/or distributed as provided in this instrument; and,

WHEREAS, when the Trustee has taken title to the Property, or to any other property conveyed to the Trustee under this Trust, the Trustee will hold the title, in Trust, for the use by the Beneficiary as a personal residence and use and subject to the terms and conditions as hereinafter set forth; and,

WHEREAS, the Trust created by this instrument shall be known for all purposes as the 37442 Hayden Trust, and

NOW, THEREFORE, in consideration of the mutual promises herein contained the parties hereto agree as follows:

WITNESSETH

1. **PROPERTY.** Title to the Property shall be conveyed to the Trustee. The Trustee agrees to accept the deed to the Property and to cause said deed to be recorded in the Public Records of Kootenai County, Idaho and to hold title to the Property for the uses and purposes herein stated. The physical address of the property is:

37442 East Hayden Lake Road, Hayden, Idaho 83835

The Beneficiary shall advance to the Trustee all monies required by the Trustee to record said deed including, but not limited to, all appropriate documentary stamp taxes. The Beneficiary may not dedicate or cause any other property to be conveyed to the Trustee under this Trust unless the Trustee consents thereto in writing. Should other property subsequently be conveyed to and held by the Trustee pursuant to this Trust, the term "Property" as used herein shall mean and refer to all property, the title to which is held by the Trustee pursuant to this Trust.

2. **TRUST IDENTIFICATION.** This Trust is identified as the 37442 Hayden Trust, dated May 7, 2024 or 37442 Hayden Trust, dated May 7, 2024, Carter Coons, Esq., his successor or successors in interest, as Trustee.

3. NAMES AND INTERESTS OF BENEFICIARIES:

The following is the Beneficiary of this Trust, and as such shall be entitled to all of the earnings, avails and proceeds of the Property according to the percentage interest set forth opposite its name:

Beneficiary	Percentage Interest
Jacob Pickering 37442 East Hayden Lake Road, Hayden, Idaho 83835	50%
Bridgette Pickering 37442 East Hayden Lake Road, Hayden, Idaho 83835	50%

4. RELIANCE BY THIRD PARTIES. From time to time, third parties may require documentation to verify the existence of this Trust, or particular provisions of it, such as the name or names of the Trustee then serving, or the powers held by the Trustee. To protect the confidentiality of this Trust yet provide the required verification, the Trustee may use an Affidavit or Certification of Trust that (1) identifies the trust and the current Trustee(s); (2) sets forth the powers and authority of the Trustee to transact business on behalf of the trust; (3) sets forth the liabilities of the Trustee under the trust; and (4) may include pertinent pages from the trust, such as title or signature pages. All third parties may rely upon the Affidavit or Certification of Trust signed by the Trustee regarding the representations contained in the Affidavit or Certification of Trust. All third parties relying upon the Trustee's Affidavit shall be exonerated from any liability for so relying. A written statement of any Trustee or successor Trustee at any time as to any matters relating to the trust, including the authority of the Trustee, shall always be conclusive evidence of the matters contained in the written statement and may always be relied upon by any party dealing in good faith with the Trustee in reliance on the information contained in the Affidavit.

5. PURPOSE FOR THE TRUST. The objects and purposes of this Trust shall be to hold full legal and equitable title to the Property under the laws of the State of Idaho until its sale, disposition or liquidation, or until the trust is terminated or expires by its own terms and/or as a matter of law. The Trustee shall not undertake any activity that is not strictly necessary to the achievement of the foregoing objects and purposes, nor shall the Trustee transact business within the meaning of applicable state law, or any other law, nor shall this Trust be deemed to be, or create or evidence the existence of a corporation, de facto or de jure, or a Massachusetts Trust, or any other type of business trust, or an association in the nature of a corporation, or a co-partnership or joint venture, limited liability company, or similar limited liability association by or between the Trustee and the Beneficiaries, or by or between the Beneficiaries.

6. TRANSFERRING PROPERTY TO THE TRUST. Real property of any kind, nature and description may be transferred to the trust in any manner by the Beneficiaries individually, or by any other person or entity on behalf of a Beneficiary.

- a) Grantors right to reside in the Trust Property: The Grantor reserves the absolute right to reside upon and use any real property placed in this trust as Grantor's permanent residence during Grantor's life, it being the intent of this provision to retain for Grantor the requisite beneficial interest and possessory right in and to such real property free of rent so that such property will qualify for the homestead exemption to the extent allowed by law.

- b) References to the Trust. For purposes of transferring property to the trust, or to identify the trust in any beneficiary or pay-on-death designation, any description referring to the trust shall be effective if it reasonably identifies this Trust. Any description that includes the name of the trust, the name of at least one initial or successor Trustee, and any reference indicating that the Trustee is holding the property in a fiduciary capacity shall be sufficient to reasonably identify this Trust.
- c) Acceptance by the Trustee. All property interests transferred, assigned, conveyed, or delivered to the Trustee in trust shall be valid only to the extent they are accepted by the Trustee. The Trustee shall hold, administer and dispose of all property accepted by the Trustee for the benefit of the trust Beneficiaries in accordance with the terms of this Trust.
- d) Initial Funding of the Trust. The trust will be initially funded with such property as shall be listed in Paragraph 1.
- e) Additional Funding. All additional property interests transferred, assigned, conveyed and delivered to the Trustee shall be subject to all of the terms and conditions of this Trust and shall be administered and distributed as provided in the Articles that follow.
- f) Deed to Trustee. The titling of any deed to real property in the name of the Trustee, as Trustee of this Trust, or any successor Trustee of this Trust, shall be deemed to be a transfer to this Trust. The Trustee and the Beneficiaries agree that when the Trustee has taken title to the property transferred to it and accepted by it, that the Trustee will hold the property subject to the trust purposes and conditions and the purposes and conditions contained in the instrument conveying the property.

7. CONSIDERATION. No consideration was paid by Trustee for conveyance by the Beneficiary into this Trust. The conveyance will be accepted and will be held by Trustee subject to all existing encumbrances, easements, restrictions or other clouds or claims against the title thereto, whether the same are of record or otherwise. The property will be held on the trusts, terms and conditions and for the purposes hereinafter set forth, until the whole of the trust estate is conveyed, free of this Trust, as hereinafter provided.

8. BENEFICIAL INTERESTS. The interests of the beneficiaries shall consist solely of the following rights respecting the Property:

- a) Right to Reside in Property. The Beneficiary shall have the right to reside in the Property free of any rent and without interference from the Trustee, and make any declarations or filings to treat the Property as a homestead under Idaho state law.
- b) Power of Direction. Power to direct the Trustee to deal with title to the Property, which power shall include, but is not limited to, directions to the Trustee to execute deeds, leases, contracts, assignments, releases, mortgages, promissory notes and all other instruments or other obligations of whatsoever nature relating to the Property, and generally to have full power to do all things and perform all acts necessary to make the instruments proper and legal provided; however, the Trustee shall have no individual liability whatsoever nor shall the Trustee be required to furnish any warranties that would result in any individual liability in regard to the execution of any such instruments.
- c) Power to manage, possess, use and control the Property. Power to direct the Trustee to sell at public auction or private sale, to barter, to exchange, or to dispose of otherwise, any part, or the whole of the Property which may, from time to time form part of the Property, subject to such restrictions and for such consideration for cash and for credit, and generally upon such terms and conditions as may seem judicious, to secure payment upon any loan or loans of the Trust,

by mortgage with or without power of sale, and to include such provisions, terms, and conditions as may seem desirable. Enjoyment of all rights and privileges regarding the Property as if the Beneficiary was the legal and equitable owner of the Property.

- d) Right to Proceeds and Avails. Right to receive the earnings, avails and proceeds from leases and other uses and from mortgages, sales and other dispositions of the Property.
- e) Payment of Taxes, Assessments, and other Expenses. The Beneficiary shall also control the payment of taxes, assessments, insurance and other expenses in connection with the real property. The Trustee shall have no responsibility with respect to these matters, except on written direction by the Beneficiary, and only after payment to the Trustee of all funds necessary to carry out such direction.
- f) Multiple Beneficiaries; Majority Vote. If there is more than one Beneficiary, the beneficiaries shall exercise the power of direction by majority vote.
- g) Multiple Beneficiaries; One appointed to Direct. If there is more than one Beneficiary and the beneficiaries select one of the beneficiaries to hold the power of direction, they shall select that person by majority vote and shall appoint such Beneficiary in writing delivered to the Trustee.
- h) Authorized Written Direction. It is understood and agreed by all present and future beneficiaries hereunder that the Trustee will deal with trust property only when authorized so to do in writing by the person(s) properly holding the power of direction, whether that written direction is by the Beneficiary as provided in (a) above, by one of the beneficiaries specifically appointed to exercise the power of direction for multiple beneficiaries as provided in (b) above, whichever holds the right to so direct at that time.

9. DEATH OR DISSOLUTION OF A BENEFICIARY. The death or dissolution of any Beneficiary hereunder shall not terminate the Trust or in any manner affect the powers of the Trustee hereunder. Each Beneficiary has the right to name the contingent Beneficiary of the Beneficiary's interest in this Trust by providing a document to the Trustee which names the contingent Beneficiary, and which is signed and acknowledged by the Beneficiary, delivered to and accepted by the Trustee in writing. In the absence of such a written designation of a contingent Beneficiary delivered by a Beneficiary to and accepted by the Trustee in writing, the interest in this Trust of any Beneficiary who dies before this Trust terminates shall pass to the person or persons (and in such proportions) as the Beneficiary shall appoint by a will which specifically refers to the power of appointment which each Beneficiary has under this Paragraph. Any portion of a Beneficiary's interest in this Trust which is not properly given to a named contingent Beneficiary and is not properly appointed to someone by exercise of the power of appointment created by this Paragraph shall pass to the Beneficiary's personal representatives or administrator and not his or her heirs at law. If a Beneficiary is an entity that dissolves, its interest shall pass in accordance with the operating agreement of said entity.

10. ASSIGNMENTS. The interest of a Beneficiary, or any part of that interest, may be transferred only by a written assignment and delivered to the Trustee. Unless stated otherwise, any assignment of beneficial interest hereunder shall also include the power of direction and revocation of this Trust. Any assignment of beneficial interest by a Beneficiary shall forever waive the Beneficiary's right to revoke this Trust. No assignment of any interest under this Trust, other than by operation of law that is not so executed, delivered and accepted shall be valid without the written approval of the Trustee.

11. LIMITATION ON BENEFICIARIES. Limitations on beneficiaries' rights are as follows:

- a) No Legal Or Equitable Rights. Beneficiary shall have equitable rights in the Property but no legal title.

- b) No Right to Trustee's Powers. No Beneficiary shall have the right to affect or carry out the powers of the Trustee.
- c) No Right to Partition. No Beneficiary shall have the right to partition any trust property, the title to which is held by the Trustee of this Trust.
- d) No Right to Contract. The Beneficiary has/have no right or authority to contract on behalf of the trust or for or in the name of the Trustee or to bind the Trustee in any way through the Beneficiary's action. The Beneficiary are not the agents of the Trustee and the Trustee is not the agent of the Beneficiary.
- e) No Right to Use Trustee Name. The name of the Trustee shall not be used by the beneficiaries in connection with any business transactions or publicity without the written consent of the Trustee.

No Beneficiary hereunder shall have any authority to contract for or in the name of the Trustee, or use the name of the Trustee in any advertising or other publicity or to bind the Trustee personally.

12. TRUSTEE DUTIES AND RESPONSIBILITIES. Legal and equitable title to the Property shall be held solely by the Trustee. The Trustee shall not have or exercise any powers other than those expressly granted to it under the terms of this Trust and is not authorized to engage in any activity not necessary to the stated purposes of the trust. The Trustee shall not transact business within the meaning of applicable state law, or any other law. The Trustee shall have the following duties, in addition to any other duties expressed in other paragraphs of this Trust:

- a) Acting Only When Authorized. While the Trustee is the sole legal title holder of the Property held by this Trust, it is understood and agreed by the Trustee and all current and future beneficiaries of this Trust that, pursuant to paragraph 12(b) hereunder, the Trustee shall deal with the Property only when authorized to do so in writing by the Beneficiary. On the written direction of the Beneficiary, the Trustee shall execute deeds for, or mortgages or trust deeds (which may include a waiver of the right of redemption from sale under an order or decree of foreclosure) or execute leases all in regard to the Property or otherwise deal with the title to the Property including cash or other assets subject to this Trust, provided, however, that in regard to all documents to be executed by the Trustee, said documents shall be prepared by the Beneficiary and furnished to the Trustee with written direction by the Beneficiary to execute and redeliver to the Beneficiary or to any third person or persons. The Trustee shall not under any circumstances be obligated to execute any instrument which may, in the opinion of the Trustee, result in personal liability to the Trustee and rather than executing any instruments under this Paragraph, the Trustee may resign as Trustee under this Trust as provided in paragraph 15 and, in the event the Trustee so resigns, the Trustee shall be under no duty to execute any instruments other than instruments provided in paragraph 15 regarding conveyance of title to the Property. The Trustee shall not be required to inquire into the propriety of any written direction by the Beneficiary or the authority of the person signing said direction. To the extent the Trustee follows any written direction received from the Beneficiary including, but not limited to, the execution by the Trustee in accordance with written direction of the Beneficiary of any deed or other instrument relating to the Property and delivery of said deed or other instrument in accordance with said written instructions, the Trustee shall have no duty, liability or obligation whatsoever and the Beneficiary shall indemnify and hold the Trustee harmless from and against all claims, demands, costs and expenses, including attorneys' fees, losses, liabilities and obligations which the Trustee may pay, incur or sustain by virtue of the Trustee following said written instructions.

- b) Management and Control. To take possession of the Property and manage and control any other real property held by this Trust including the collection of rent and proceeds of sale and hiring of property managers.
- c) Notification of Claims. In the event the Trustee receives notice of claims or action against the trust, the Trustee shall promptly notify the Beneficiary at their most recent address of record or by email. The Beneficiary has/have the duty to respond to such claims or notices and the Trustee shall be held harmless from further action to respond to such claims or notices.

13. TRUSTEE POWER TO DELEGATE. The Trustee may from time to time delegate in writing to a special trustee, or an agent acting on its behalf, the Trustee's authority to take actions hereunder.

14. SUCCESSION OF TRUSTEES. If an initial Trustee shall cease to serve for any reason, the remaining initial Trustee, if any, shall serve without a replacement being named. If all initial Trustee(s) shall cease to serve for any reason, the following, in the order named, shall serve as successor Trustee:

Jacob Pickering

Bridgette Pickering (to serve consecutively)

A successor Trustee may accept the account of its predecessor Trustee as a full and complete discharge of the predecessor Trustee. No successor Trustee shall be personally liable for, or responsible for, any act or failure to act of any predecessor Trustee. No successor Trustee shall have any duty to review the records or acts of any predecessor Trustee. Every successor Trustee shall have all of the rights and powers and be subject to all of the duties and restrictions given to the initial Trustee under this Trust. Any further vacancy shall be filled as provided in paragraph 18.

15. THE RESIGNATION OF A TRUSTEE. Any Trustee may resign the position of Trustee with written notice to the beneficiaries. The beneficiaries may accept the Trustee named as successor Trustee herein (or proceed to elect a new Trustee) to take the place of the Trustee who resigned. If the Property is recorded in the name of the Trustee, the resigning Trustee shall also execute a deed in the proper form and manner for recording in the registry of deeds in the county in which the property is located and deliver to the new Trustee. Said deed and/or affidavit need not be recorded, unless so requested of the new Trustee at the written direction of the beneficiaries. In the event a new Trustee is not appointed within Thirty (30) days after notice of the resignation of the existing Trustee is received by the beneficiaries, this Trust shall terminate and the resigning Trustee shall deliver all books, records, bank account information, keys, security deposits, leases and funds in his possession, and execute any documents necessary to convey title to the Property to the beneficiaries as their interests may appear. Whenever a new Trustee shall have been elected or appointed to the office of Trustee and shall have assumed the duties of office, the new Trustee succeed to the title of all the properties of the Trust and shall have all the powers and be subject to all the restrictions granted to or imposed upon the Trustee by this Trust, and every Trustee shall have the same powers, rights, and interests regarding the Property, and shall be subject to the same restrictions and duties as the original Trustee, except as the same shall have been modified by amendment, as herein provided for.

16. INCAPACITY OF A TRUSTEE. If any individual Trustee shall become incapacitated, it shall not be necessary for such Trustee to resign as Trustee. The written declaration of such incapacity by a Co-Trustee, if any, or, if none, by the party designated to succeed such incapacitated Trustee, if made in good faith and if supported by a certificate of such incapacity by a physician who has examined the incapacitated Trustee, shall terminate such trusteeship.

17. THE REMOVAL OF A TRUSTEE. The beneficiaries may, at any time, remove a Trustee, with or without cause. Such action must be taken with the majority consent of the beneficiaries. If a Beneficiary is legally incapacitated the beneficiaries' guardian or conservator, if one has been appointed for the Beneficiary, and if none has been appointed, such person or entity who has assumed

responsibility for the care of the Beneficiary shall act for the Beneficiary. No advance notice of such removal need be given to the Trustee being removed. Such removal shall be in writing and shall be effective when personally delivered to the Trustee being removed, or when mailed postage prepaid by certified mail, return receipt requested, to the last known address of the Trustee being removed. Such notice shall identify the successor Trustee. Upon Seven (7) days written notice, the Trustee shall deliver all books, records, bank account information, keys, security deposits, leases and funds in his or her possession, and execute any documents necessary to convey title and/or authority over the Trust and the Property to the Successor Trustee.

18. UNFILLED TRUSTEE VACANCY. If a Trustee vacancy occurs for any reason and no designated successor Trustee is available to serve, the Beneficiary may appoint an individual, any legal entity wholly owned by the Beneficiary that will not charge a fee for the services rendered as Trustee, or corporate fiduciary as successor Trustee. Such action must be taken with the majority consent of all the Beneficiaries named in paragraph 3 or their successors and/or assigns. If a Beneficiary is legally incapacitated the Beneficiary's guardian or conservator, if one has been appointed for the Beneficiary, and if none has been appointed, such person or entity who has assumed responsibility for the care of the Beneficiary shall act for the Beneficiary.

19. APPOINTMENT OF A CO-TRUSTEE. Any individual Trustee may appoint an individual, any legal entity wholly owned by the Beneficiary that will not charge a fee for the services rendered as Trustee, or a corporate fiduciary as a Co-Trustee. A Co-Trustee so named shall serve only as long as the Trustee who appointed such Co-Trustee (or, if such Co-Trustee was named by more than one Trustee acting together, by the last to serve of such Trustees) serves, and such Co-Trustee shall not become a successor Trustee upon the death, resignation, or incapacity of the Trustee who appointed such Co-Trustee.

20. NAME OF TRUSTEE. The name of the Trustee shall not be used by the beneficiaries in connection with any advertising or other publicity whatsoever without the written consent of the Trustee.

21. REIMBURSEMENT AND INDEMNIFICATION OF TRUSTEE. All Trustees of this Trust are entitled to reimbursement and indemnification for the services rendered as a Trustee pursuant to the following sections:

- a) Reimbursement on Demand. The Beneficiary, jointly and severally if more than one, agree that on demand they will pay to the Trustee amounts to reimburse the Trustee for payments made or liabilities incurred by the Trustee, including breach of contract (unless fraud is committed by Trustee), injury to person or property, fines or penalties under any law, or otherwise, and money paid as a result of being made a party to any litigation deriving from holding title to the Property together with its expenses, including reasonable attorneys' fees.
- b) Indemnification. The Beneficiary will indemnify and hold the Trustee harmless from any and all payments made, or liabilities incurred by the Trustee by reason of serving as Trustee under this Trust. All amounts paid or incurred by the Trustee, as well as Trustee compensation under this Trust, shall constitute a first priority lien on the property held by this trust while due and owing but unpaid by the Beneficiary.
- c) Trustee Advances. In case the Trustee makes any advances of money or incurs any liability or is obliged to pay out any money, including attorney's fees, by reason of its being Trustee hereunder, the Beneficiary, jointly and severally if more than one, do hereby agree, jointly and severally, on behalf of themselves, their heirs, executors, administrators and assigns, to pay any and all of such advancements, disbursements or liabilities, including attorney's fees, on demand by Trustee with interest on any unpaid amounts at 10 percent (10%) per annum. In case of nonpayment within sixty (60) days after demand, the Trustee shall have the right and is hereby

authorized and directed to sell sufficient trust property to pay the debt or advancement, and after deducting its own reasonable compensation, to pay the balance thereof to the Beneficiary in proportion to the Beneficiary's interest; however, the Trustee shall not be required to make any advances or to prosecute or defend any legal proceeding involving the Trust. The Trustee shall not be obligated to incur any liability for the prosecution or the defense of any legal proceeding unless it shall be furnished with funds sufficient to meet such liability or be indemnified to its satisfaction in respect thereto.

- d) Charging Order. If a Charging Order shall be in effect at the time of disbursement to the Beneficiary, then all funds after reimbursement to the Trustee shall be accumulated and not disbursed.

22. TRUSTEES LIABILITY TO BENEFICIARIES. The Trustee shall be liable to the Beneficiaries for the value of their respective beneficial interests only to the extent of the property held in Trust by the Trustee hereunder and the Beneficiaries shall enforce such liability only against the Property and not against the Trustee personally.

23. NO PERSONAL OBLIGATION; NO WARRANTY BY TRUSTEE. The Trustee shall not have or be required to enter into any personal obligation or liability in acting in accordance with the power of direction and shall not be required to make any conveyances or other instruments affecting real estate owned by the trust while money is owed to it as Trustee. It is also expressly understood and agreed by and between the parties hereto, that any undertaking, action, or signature on the part of the Trustee shall not constitute a personal warranty, indemnity, representation, covenant, undertaking, or agreement, nor shall it be for the purpose or with the intention of binding the Trustee personally. Such Trustee actions shall be made and are intended solely in accordance with this instrument and are executed and delivered by said Trustee solely in the exercise of the powers conferred upon the Trustee and not in the Trustee's personal capacity. No personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against, the Trustee on account of any warranty, indemnity, representation, covenant, undertaking, action or agreement of said Trustee undertaken pursuant this instrument or its related instruments, either express or implied, and all such personal liability, if any, is expressly waived and released.

24. LIMITATION OF LIABILITY. The Trustee shall not be required, in dealing with the Property or in otherwise acting under this Trust, to enter into any individual contract or other individual obligation whatsoever; nor to make the Trustee individually liable to pay or incur the payment of any damages, attorney's fees, fines, and penalties, forfeitures, costs, charges or other sums of money whatsoever. The Trustee shall have no individual liability or obligation whatsoever arising from the ownership, as Trustee, of the legal title to the Property, or with respect to any act done or contract entered into or indebtedness incurred by him in dealing with the Property or in otherwise acting under this Trust, except only as far as the Property and any trust funds in the actual possession of the Trustee shall be applicable to the payment and discharge of that liability or obligation.

25. LIMITATION ON POWER TO BIND BENEFICIARY. The Trustee shall have no power to bind the Beneficiary personally. Any person contracting with the Trustee shall look solely to the assets of the trust for payment under such contract, or for the payment of any debt, mortgage, judgment, or decree, or for any money that may otherwise become due or payable, whether by reason of failure of the Trustee to perform the contract, or for any other reason, and neither the Trustee nor the Beneficiary shall be liable personally therefor.

26. ASSIGNMENTS AND CONVEYANCES OF INTERESTS. No assignments or other instruments conveying the interest of any Beneficiary hereunder shall be binding on the Trustee in any manner until the original of such assignment or other instrument, in such form as the Trustee may approve, is deposited with the Trustee and accepted in writing by said Trustee. Furthermore, any assignments or

conveyances of the beneficial interest(s), or any portion of a beneficial interest hereunder shall be conveyed subject to the existing conditions of the power of direction and shall in no way alter, amend or revoke the powers of the direction.

27. NO DISCLOSURE BY TRUSTEE OR BENEFICIARIES. The Trustee shall not release information regarding this Trust or its beneficiaries. A Beneficiary shall not disclose the identity of any other Beneficiary.

28. THIRD PARTY DEALINGS WITH TRUSTEE. No person dealing with the Trustee with respect to Property shall be obliged to see to the application of any purchase money, rent or money borrowed or otherwise advanced on the property or to see that the terms of this Trust have been complied with. No person shall inquire into the authority, necessity or expediency of any act of the Trustee or be privileged to inquire into any of the terms of this Trust. An instrument executed by a then duly and properly acting Trustee shall be conclusive evidence in favor of a person claiming any right, title or interest under the Trust that, at the time of delivery of such instruments, this Trust was in full force and effect and that the instrument was executed in accordance with the terms and conditions of this Trust and all its amendments. If a conveyance is made to a duly appointed and acting successor trustee, it shall be deemed that the Successor Trustee is vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor Trustee.

29. PRIVACY. The Trustee shall not copy or show this Trust to any individual or entity other than a Beneficiary or Successor Trustees, nor shall the Trustee reveal the identity of a Beneficiary or the Property to any individual or entity except by way of a Court Order duly executed by a Justice or Magistrate of a Court of competent jurisdiction. The Trustee shall not record this Trust or the name of any of the Beneficiaries in any place of public record without the Beneficiary's consent which must be unanimous if more than one Beneficiary.

30. NO COURT SUPERVISION OR BOND REQUIRED. This Trust shall be administered without the supervision of any court. The Trustee shall not be required to render to any court any annual or periodic accounts or other reports unless required by law. The Trustee shall not be required to furnish any bond for the faithful performance of its duties unless a bond is required by any law or court of competent jurisdiction, in which case, we request that no surety be required on such bond.

31. TRUSTEE COMPENSATION. The Trustee shall not be entitled to receive any form of compensation for the services it renders as a fiduciary.

32. EMPLOYMENT OF PROFESSIONALS. The Trustee may appoint, employ and remove, at any time and from time to time, investment counsel, accountants, depositories, custodians, brokers, consultants, attorneys, expert advisors, agents, clerks and employees, and reasonably compensate those persons or entities irrespective of whether any person, firm or corporation so employed shall be a Trustee hereunder or shall be a corporate affiliate of a Trustee hereunder and irrespective of whether any firm or corporation so employed shall be one in which a Trustee hereunder shall be a partner, stockholder, officer, director or corporate affiliate or shall have any interest. The Trustee may pay the usual compensation for such services out of principal or income as the Trustee may deem advisable, and such compensation may be paid without diminution of or charging the same against the compensation of any Trustee hereunder, and any Trustee who shall be a partner, stockholder, officer, director or corporate affiliate in any such firm or corporation shall nonetheless be entitled as a partner, stockholder, officer, director or corporate affiliate to receive such Trustee's share of the compensation paid to such firm or corporation.

33. TRUST ACCOUNTING. The Trustee shall render an accounting at least annually to any Beneficiary entitled to receive such during the accounting period. Such accounting shall include the receipts, disbursements, and distributions occurring during the accounting period together with a

statement of the trust property. The trust's financial records along with the trust documentation shall be available at reasonable times and upon reasonable notice for inspection by the Beneficiary and the Beneficiary's representatives. The Trustee shall not be required to furnish trust information regarding the trust to any individual, corporation, or other entity that is not a Beneficiary or the representative of a Beneficiary, or is not requesting such pursuant to a valid court order.

34. ACTION OF TRUSTEES; DISCLAIMER. If only two Trustees are acting under this Trust, the concurrence of both shall be required for action to be taken with respect to any trust under this Trust. If more than two Trustees are acting under this Trust, the concurrence of a majority of the Trustees shall be required and shall control all action to be taken with respect to any trust under this Trust. Notwithstanding the foregoing and any provision of this Trust to the contrary, any Beneficiary serving as a Trustee may disclaim or release, by an instrument in writing, any power as Trustee in whole or in part, irrevocably or for such period of time as such Trustee may specify, without affecting the continuance of the power in any other Trustee.

35. DISCHARGE OF THIRD PERSONS. Persons dealing in good faith with the Trustee shall not be required to see to the proper application of money paid or property delivered to the Trustee, or to inquire into the authority of the Trustee as to any transaction, and the receipt from the Trustee for any money or property paid, transferred or delivered to it shall be a sufficient discharge to the person or persons paying, transferring or delivering the same from all liability to see to the application thereof. Every deed, mortgage, lease or other instrument executed by the Trustee in relation to the Property shall be conclusive evidence in favor of every person claiming any right, title or interest under the Trust that at the time of its delivery the Trust created under this Trust was in full force and effect; and that instrument was executed in accordance with the terms and conditions of this Trust and all its amendments, if any, and is binding upon all beneficiaries under it; that the Trustee was duly authorized and empowered to execute and deliver every such instrument; if a conveyance has been made to a successor or successors in trust, that the successor or successors have been appointed properly and are vested fully with all the title, estate, rights, powers, duties and obligations of its, his or their predecessor in Trust.

36. EXCULPATION. The Trustee shall have no power to bind the Beneficiary personally and, in every written contract the Trustee may enter into, reference shall be made to this declaration; and any person or corporation contracting with the Trustee, as well as any Beneficiary, shall look to the funds and the Property for payment under such contract, or for the payment of any debt, mortgage, judgment, or decree, or for any money that may otherwise become due or payable, whether by reason or failure of the Trustee to perform the contract, or for any other reason, and neither the Trustee nor the Beneficiary shall be liable personally therefore.

37. SELLER'S DISCLOSURE OF REAL PROPERTY CONDITIONS. Without limiting the foregoing, if the Trust holds real property in the State of Hawaii, the Beneficiary shall have sole responsibility for preparing, or for issuing a statement disclaiming knowledge necessary to prepare, any required "disclosure of real property condition" ("Disclosure") mandated by chapter 508D of the Hawaii Revised Statutes, in the event of any proposed sale of the Property, and the Trustee shall have no responsibility relating to any Disclosure. All communications, negotiations, and other discussions with the proposed purchaser of the Property relative to a Disclosure shall be undertaken by the Beneficiary or the Beneficiary's agents, and the Trustee shall have no responsibility relating to those communications, negotiations, and other discussions. The Beneficiary will indemnify and hold the Trustee harmless from any and all loss, damage, cost, expense, responsibility or liability due to any failure by the Beneficiary to prepare or deliver any Disclosure, or any information contained in or omitted from any Disclosure. If any or all of the Property located in Hawaii is subject to a condominium property regime, then the Hawaii Property (i) regardless of anything to the contrary in this Trust or in any document by which the condominium property regime was created or is governed, the transfer of

the Property is to the Trustee in Trust and not individually; (ii) the Beneficiary shall be initially, primarily and solely responsible for making all required payments and for faithfully observing and performing all other terms, promises and conditions which an apartment owner or lessee must pay, observe and perform under the terms of any document by which the condominium property regime was created or is governed, including, without limitation, the declaration of condominium property regime, the bylaws, and rules and regulations which apply to an owner, (iii) this conveyance to the Trustee includes all rights to vote or act on matters which an owner of an apartment or member of the association of apartment owners has under the declaration of condominium property regime, the bylaws and other documents by which the condominium property regime was created or is governed, provided that, regardless of anything to the contrary in such documents, the Beneficiary shall be allowed to exercise all rights to vote or otherwise act on such matters; (iv) the Beneficiary is hereby appointed the duly authorized representatives and agents, in their own names or in the name of the Trustee, to so vote or act upon such matters, and this appointment shall be irrevocable and coupled with an interest (that is, having an interest in the Property as agents as opposed to having an interest in the proceeds or profits resulting from the exercise of the agency) for as long as the Property is subject to this Trust; and (v) the Beneficiary shall indemnify the Trustee against and not hold the Trustee responsible for any claims for payments or for observing or performing any of the other terms, promises and conditions in the documents by which the condominium property regime was created or is governed, and against all expenses, including related attorneys' fees incurred by the Trustee.

38. CHANGING THE STATE OF ADMINISTRATION. The situs of this Trust may be changed by the unanimous decision of the Beneficiary. If a Beneficiary is legally incapacitated the Beneficiary's guardian or conservator, if one has been appointed for the Beneficiary, and if none has been appointed, such person or entity who has assumed responsibility for the care of the Beneficiary shall act for the Beneficiary. If such consent is obtained, the Beneficiary shall notify the Trustee in writing of such change of trust situs. If necessary, a successor Trustee shall be designated in the new situs pursuant to paragraph 18. If appropriate, notice shall constitute removal of the current Trustee and any successor corporate Trustee shall assume its duties as provided under this Trust. A change in situs under this Paragraph shall be final and binding, and shall not be subject to judicial review.

39. DEFINITIONS. For purposes of this Trust, the following definitions shall apply:

- a) Agreement. The terms "agreement" or "trust agreement" shall refer to this Trust and all trusts created pursuant to the terms of this Trust.
- b) Beneficiary. A Beneficiary shall be the individual(s), entity(ies), or trust(s) listed in paragraph 3 or their successor or assigns.
- c) Grantor. "Grantor" shall have the same legal meaning as "Settlor," "Trustor" or any other term referring to the maker of a trust.
- d) Internal Revenue Code. References to the "Internal Revenue Code" or "Code" or to provisions thereof are to the Internal Revenue Code of 1986. References to the "Regulations" or "Regs" are to the Treasury Regulations under the Internal Revenue Code. If by the time in question a particular provision of the Internal Revenue Code has been renumbered, or the Internal Revenue Code has been superseded by a subsequent federal tax law, the reference shall be deemed to be made to the renumbered provision or to the corresponding provision of the subsequent law, unless to do so would clearly be contrary to the intent as expressed in this Trust. A similar rule shall apply to references to the Regulations.
- e) Multiple Beneficiaries. In the event that the term "Beneficiary" as used in this Trust includes more than one Beneficiary, then, in that event, all persons or entities included in the term

"Beneficiary" shall be jointly and severally liable for obligations of the Beneficiary under this Trust.

- f) Personal Representative. As used in this Trust, the term "Personal Representative" shall mean a person's guardian, conservator, executor, administrator, Trustee, or any other person or entity personally representing a person or their estate.
- g) Shall and May. Unless otherwise specifically provided in this Trust or by the context in which used, the word "*shall*" in this Trust as a command, directive or requirement, and the word "*may*" in this Trust as allowing or permitting, but not requiring, the taking or omission of any action. In the context of a Trustee, the word "*may*" shall mean that the Trustee is acting in that Trustee's sole and absolute discretion unless otherwise stated.
- h) Trust. The terms "Trust" or "Trust Agreement" shall refer to this Trust.
- i) Trustee. The term "Trustee" refers to the Trustee named in in this Trust as well as any successor, substitute, replacement or additional person, corporation or other entity from time to time acting as the Trustee, whether there shall be one or more Trustees acting from time to time.
- j) Trust Property. The words "trust property" or words of similar import shall be construed to mean any and all property at any time held by the Trustee under this Trust, including the Property and all property that it may hereafter acquire from any source.
- k) Unanimous Decision of Beneficiaries. Unless otherwise specified in this Trust, wherever an act, decision or direction is required by the "Beneficiary" or "beneficiaries" herein, said designation shall be deemed to mean all of the beneficiaries acting in a unanimous agreement, unless a lesser percentage is so specified.

40. GENERAL PROVISIONS. The following general matters of construction shall apply to the provisions of this Trust:

- a) Disclosure of Interests. The Trustee shall not, without the prior written consent of the Beneficiary, disclose to any person this Trust or the Beneficiary for whom the Trustee holds title to the Property hereunder, unless compelled to do so by legal process. The Trustee shall not however be responsible under this paragraph for any inadvertent disclosures made by it.
- b) Duplicate Originals. This Trust may be executed in any number of counterparts, each of which shall be deemed to be an original. Any person may rely on a paper or electronic copy of this trust that the Trustee certifies to be a true copy as if it were an original.
- c) Gender, Number, Captions. Words denoting the masculine or feminine gender shall be construed to mean or include the opposite gender, and the singular form shall be construed to include the plural and the plural the singular, as the context requires or admits. The captions of Paragraphs, and Subsections used in this Trust are for reference purposes only and shall have no effect on the interpretation of this Trust.
- d) Governing State Law. This Trust shall be governed, construed and administered according to the laws of the State of Idaho, as from time to time amended, except as to trust property required by law to be governed by the laws of another jurisdiction and unless the State of Administration is changed as provided in paragraph 38.
- e) Headings of Paragraphs and Subsections. The headings of Paragraphs, and Subsections used within this trust are included solely for the convenience of the reader. They have no significance in the interpretation or construction of this trust.

- f) Inquiries. Written inquiries, legal and other notices, tax statements and all other documents and writings received by the Trustee and relating to this Trust or the Property shall be sent and forwarded within a reasonable time after receipt by the Trustee to the Beneficiary.
- g) Miscellaneous. The captions for the paragraphs contained herein are solely for the convenience of the parties and do not, in themselves, have any legal significance. Time is of the essence of this Trust. In this Trust, the plural includes the singular and, vice versa, and masculine, feminine and neuter pronouns and the words "Trustee" and "Beneficiary" shall each include all genders. This Trust constitutes the complete agreement between the parties hereto and there are no representations, agreement or understandings other than as set forth herein.
- h) No Third Party Beneficiary. This Trust is solely for the benefit of the parties hereto and no person or persons not a part to this Trust shall have any rights or privileges under this Trust either as a third party beneficiary or otherwise.
- i) Notices. Whenever this Trust provides for notice, such notice shall be in writing and shall be effective when personally delivered and receipt of delivery received, or when mailed postage prepaid by certified mail, return receipt requested, to the last known address of the party requiring notice.
- j) Severability. The validity or unenforceability of any provision of this Trust shall not affect the validity or enforceability of any other provision of this Trust. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of this Trust shall be interpreted and construed as if any invalid provision had never been included in this Trust.
- k) Singular and Plural; Gender. Unless the context requires otherwise, singular words may be construed as plural, and plural words may be construed as singular. Words of one gender may be construed as denoting another gender as is appropriate within the context. The word *or*, when used in a list of more than two items, may function as both a conjunction and a disjunction as the context requires

41. RECORDING OF TRUST. This Trust shall not be placed on record in the county in which the Property is situated, or elsewhere, but if it is so recorded, that recording shall not be considered as notice of the rights of any person under this Trust derogatory to the title or powers of the Trustee.

42. FIDUCIARY LIABILITY. Except for any matter involving a fiduciary's own individual willful misconduct or clear negligence, no fiduciary hereunder shall incur any liability by reason of any error of judgment, mistake of law, or action of any kind taken or omitted to be taken hereunder if in good faith reasonably believed by such fiduciary to be in accordance with the provisions and intent hereof. No fiduciary hereunder shall be liable for any action taken or not taken in reliance on the opinion of any counsel, agent or other representative, provided such counsel, agent or other representative was selected by such fiduciary with reasonable care and in good faith. No bond shall be required of any person named in the Trust Agreement as fiduciary, or of any other person appointed as fiduciary in the manner specified herein, for the faithful performance of his duties as fiduciary.

43. REVOCATION AND AMENDMENT. The Trustee shall have no right to terminate this Trust. Revocation of this Trust may occur as follows:

- a) Expiration of Trust Agreement. Twelve (12) months prior to the expiration of the term of this Trust which shall be Ninety (90) years from the date of its execution, the Trustee shall contact all beneficiaries in writing informing them of the date of the Trust termination. Upon Trust termination, the Trustee shall distribute all trust property to the beneficiaries as their respective interests may appear at the time of the termination of the Trust. As much as possible, the Trustee

will maintain the Trust Property intact and, not liquidate it, but, rather, distribute the Trust Property in kind.

- b) **Revocation by the Beneficiary.** This trust may be terminated at any time by the Beneficiary with written notice of termination signed by all beneficiaries and delivered to the Trustee. The Trustee shall then within ten (10) days execute any and all documents necessary to vest fee simple marketable title to any and all property titled in the name of the Trustee to the Beneficiary, beneficiaries as their respective interests may appear at the time of the termination of the Trust.

The Beneficiary may, at any time, by written instrument delivered to the Trustee, with the consent of the Trustee, amend this Trust. When amending the Trust Agreement, the Beneficiary shall furnish to the Trustee the written form of said amendment as executed by the Beneficiary. Upon the execution of said amendment by the Trustee, said amendment shall be considered to be an amendment to this Trust

44. **BINDING EFFECT.** The terms and conditions of this Trust shall inure to the benefit of and be binding upon any successor trustee under it, as well as upon the executors, administrators, heirs, assigns and all other successors in interest of the Beneficiaries.

45. **ENTIRE AGREEMENT.** This Trust contains the entire understanding between the parties and may be amended, revoked, or terminated only by written agreement signed by all of the beneficiaries.

46. **INQUIRIES.** Written inquiries, legal and other notices, tax statements and all other documents and writings received by the Trustee and relating to this Trust or the Property shall be sent and forwarded within a reasonable time after receipt by the Trustee to the Beneficiary.

47. **MISCELLANEOUS.** The captions for the paragraphs contained herein are solely for the convenience of the parties and do not, in themselves, have any legal significance. Time is of the essence of this Trust. In this Trust, the plural includes the singular and, vice versa, and masculine, feminine and neuter pronouns and the words "Trustee" and "Beneficiary" shall each include all genders. This Trust constitutes the complete agreement between the parties hereto and there are no representations, agreement or understandings other than as set forth herein.

IN WITNESS WHEREOF, the parties have executed this instrument hereto, as of the day and year first above written. All fully executed counterparts hereof shall be deemed an original hereof.

The Grantors/Beneficiaries

Jacob Pickering

Date

Bridgette Pickering

Date

The Trustee

Carter Coons, Esq., Trustee

Date

Certification of Trust

The below named beneficiaries hereby certify and declare as follows:

(1) The 37442 Hayden Trust was established pursuant to the 37442 Hayden Trust Agreement dated May 7, 2024 (hereafter referred to as the "Trust Agreement").

(2) The currently acting Trustee of said trust is Carter Coons, Esq. This certification is signed by all of the Trustees of the Trust and Trust Beneficiaries.

(3) The Trust Agreement provides that upon the resignation, death, or incapacity of a Trustee, the remaining Trustee, if any, continues to serve as sole Trustee. In the event there is no Trustee, the Successor Trustee automatically succeeds to the office of Trustee. The names of the Successor Trustees are Jacob Pickering and Bridgette Pickering (to serve consecutively).

(4) The trust is a revocable trust and all of the Beneficiaries, acting together, may revoke the trust. No other party holds the power to revoke the trust.

(5) The manner in which title to trust assets should be taken is as follows: 37442 Hayden Trust, dated May 7, 2024 or 37442 Hayden Trust, dated May 7, 2024, Carter Coons, Esq., his successor or successors in interest, as Trustee.

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

We verify under penalty of perjury that the above statements are true and correct.

The Beneficiaries

Jacob Pickering

Date

Bridgette Pickering

Date

The Trustee

Carter Coons, Esq., Trustee

Date

Recording Requested By:
When Recorded Return to:
Anderson Business Advisors, PLLC
732 Broadway, Suite 201
Tacoma, Washington 98402

And Mail Tax Statement To:
37442 Hayden Trust
37442 East Hayden Lake Road
Hayden, Idaho 83835

Warranty Deed

For Value Received, 37442 Hayden Trust, dated May 7, 2024, Carter Coons, Esq., his successor or successors in interest, as Trustee, the Grantor, hereby grants, bargains, sells, conveys and warrants unto 37442 Hayden Trust, dated May 7, 2024, Jacob Pickering, his successor or successors in interest, as Trustee, the Grantee, whose current address is: 37442 East Hayden Lake Road, Hayden, Idaho 83835, the following described premises, in Kootenai County, Idaho, to-wit:

Lot 3, Block 1, IDANHA, according to the Plat thereof recorded in Book K of Plats at Page(s) 56, records of Kootenai County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owner in fee simple of said premises; that said premises are free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.



IDAHO DEPARTMENT OF
WATER RESOURCES

Northern Region • 7600 N Mineral Drive, Suite 100 • Coeur D'Alene, ID 83815-7763
Phone: 208-762-2800 • Fax: 208-762-2819 • Email: northerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

January 28, 2025

37442 HAYDEN TRUST
C/O JACOB PICKERING
37442 E HAYDEN LAKE RD
HAYDEN ID 83835-7643

Re: Change in Ownership for Water Right No: 95-7051

Dear Water Right Holder:

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 762-2800.

Sincerely,

Micki Bowman
Administrative Assistant 1

Enclosure(s)