

RECEIVED

JAN 17 2023

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

IDWR / NORTH NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. 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?
95-9848	Yes ☐	Yes ☐		Yes ☐	Yes ☐
95-9847	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Shirley A Howard
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Nancy J Weatherly
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or

12510 E Nunn Rd Arden ID 83801
Mailing address City State Zip
208660-1717 njweatherly
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: _____

6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
- o 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):
- o \$25 per *undivided* water right.
 - o \$100 per *split* water right.
 - o 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.

SUPPORT DATA

IN FILE # 95-9847

8. Signature: Nancy Weatherly Title, if applicable: _____ Date: 1-17-23
Signature of new owner/claimant
Nancy Weatherly
Print name

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

For IDWR Office Use Only:

Received by NS Date 1-17-23 Receipt No. 1042275 Receipt Amt. \$5000
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 NS Date 3/29/24

Escrow No.: N-61630-KT

WARRANTY DEED

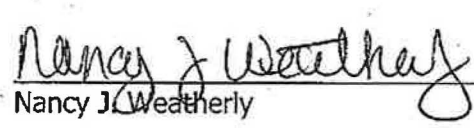
FOR VALUE RECEIVED, **David Ray Howard and Nancy J. Weatherly, as tenants in common**, Hereinafter called Grantor, does hereby grant, bargain, sell and convey unto **Nancy J. Weatherly, a married woman, as her sole and separate property**, Grantee, whose address is: 12510 E. Nunn Rd., Athol, ID 83801 the following described premises, County of Kootenai, State of Idaho to-wit:

The West half of the West half of the Northeast Quarter of the Northeast Quarter of Section 31, Township 53 North, Range 2 West, Boise Meridian, Kootenai County, State of Idaho.

EXCEPT that portion conveyed to the Lakes Highway District by right of way deed recorded April 26, 2000 as Instrument No. 1632937.

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 of view 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.


David Ray Howard


Nancy J. Weatherly

DATED, May 5, 2022

STATE OF IDAHO

COUNTY OF KOOTENAI

On this 5th day of May, 2022 before me, a Notary Public in and for said State, personally appeared David Ray Howard known or identified to me to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.


Notary in and for said County and State
Residing at: _____
Commission Exp.: 12-11-2027

Hayden, ID



COPY

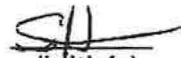
THIRD AMENDMENT OF D/S HOWARD NO. 1 REVOCABLE TRUST
as established August 6, 1996

SHIRLEY A. HOWARD pursuant to the provisions of Section 3 of that certain Trust Agreement between SHIRLEY A. HOWARD and DONALD R. HOWARD (deceased) (herein "Grantors"), and SHIRLEY A. HOWARD and DONALD R. HOWARD (deceased) (herein "Trustee(s)"), established on August 6, 1996, as first amended August 26, 1996, and as second amended May 4, 2005 (the "Trust Agreement") does hereby amend and clarify Section 4 D. of the Trust Agreement, as follows:

SECTION 4
DISPOSITION OF INCOME AND PRINCIPAL

D. Disposition at Death of Surviving Grantor. Upon the death of the Surviving Grantor, the Trustee shall manage and distribute the remaining assets of the Trust as follows:

1. The The beneficiaries herein are hereby authorized, in his/her absolute discretion to disclaim in whole or in part, any bequest or devise or any interest in any trust established and provided for under this Trust Agreement. Such disclaimer shall be in writing and shall be made within nine (9) months after the date of the transfer which created such an interest and shall be delivered to the Trustee(s).
2. Upon the death of the Surviving Grantor, the Trustee shall distribute all right, title and interest in any deceased Grantor's clothing, jewelry, personal effects, household furniture and furnishings, silverware, silver service, books, paintings, pictures, and any other tangible Personal Property, as set forth in a writing which any deceased Grantor shall make directing disposition of such Grantor's tangible personal property which writing shall specifically refer to this Trust and to this Section, which is incorporated by reference.
3. The Trustee shall distribute to JOHN NATHAN HOWARD, all right, title, and interest in and to the real property, including improvements, known as the "West 10 Acres" and legally described as: The East Half of the East Half of the Northwest Quarter of the Northeast Quarter of Section 31, Township 53 North, Range 2 W.B.M., Kootenai County, State of Idaho, SUBJECT to any existing liens, encumbrances, or mortgages.
4. The Trustee shall distribute to THOMAS DEAN HOWARD, all right, title, and interest in and to the real property, including improvements, known as the "Goodhope 10 Acres" and legally described as: The North 329.22 Feet of the Southeast Quarter of the Northeast Quarter of Section 31, Township 53 North, Range 2 West Boise Meridian, Kootenai County, State of Idaho, SUBJECT to any existing liens, encumbrances, or mortgages.


(initials)

5. The Trustee shall distribute to NANCY JEAN HOWARD and DAVID RAY HOWARD, as Tenants in Common, all right, title, and interest in and to the real property, including improvements, known as the "Home Place" and legally described as: The West Half of the West Half of the Northeast Quarter of the Northeast Quarter of Section 31, Township 53 North, Range 2 W.B.M., Kootenai County, State of Idaho, SUBJECT to any existing liens, encumbrances, or mortgages, and SUBJECT TO the grant to NANCY JEAN HOWARD, of a first right of refusal to purchase DAVID RAY HOWARD's interest in such real property on the following terms and conditions: (i) both beneficiaries will share equally in the expense of maintaining the property until the closing of a final sale, no longer than 6 months; (ii) each party will obtain an independent appraisal of the property value. An average of the two appraisals will determine the fair market value of the property; (iii) if NANCY JEAN WEATHERLY elects to buy out the interest of DAVID RAY HOWARD, the property will then be divided on a 45/55 of value, the 55% being the interest of NANCY J. HOWARD. If NANCY J. HOWARD not wish the property, DAVID RAY HOWARD would then be able to purchase with percentages reversed; (iv) if neither party wishes to purchase the property, it is to be sold at a price agreeable to both beneficiaries, and the equity divided evenly.
6. The Trustee shall distribute the rest, residue, and remainder of the Trust Estate, in equal shares, share and share alike to: NANCY JEAN HOWARD, DAVID RAY HOWARD, THOMAS DEAN HOWARD, and JOHN NATHAN HOWARD, per stirpes

- (2) All of the other terms and conditions of the Trust Agreement established on August 6, 1996, shall remain in full force and effect.

DATED this ___ day of March, 2006.

GRANTOR:

Shirley A. Howard
SHIRLEY A. HOWARD

TRUSTEE:

Shirley A. Howard
SHIRLEY A. HOWARD

When recorded mail to:

**CHARLES A. CLEVELAND, P.S.
1212 N. Washington, Suite 304
Spokane, WA 99201-2401**



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Spokane Co, WA

DURABLE POWER OF ATTORNEY

SHIRLEY A. HOWARD as Principal, domiciled in the State of Idaho, designates **DAVID RAY HOWARD** as Attorney-in-Fact for the Principal, or, if he is unable or unwilling to act, **NANCY JEAN WEATHERLY** shall be the first alternate Attorney-in-Fact; or, if she is unable or unwilling to act, **THOMAS DEAN HOWARD** shall be the second alternate Attorney-in-Fact, or if he is unable or unwilling to act, **JOHN NATHAN HOWARD**, shall be the third alternate attorney-in-fact.

1. Effectiveness; Duration: Pursuant to the Idaho Code, §15-5-502, this Power of Attorney shall become effective upon the disability or incompetence of the Principal. Disability shall include the Principal's inability to manage the Principal's property and affairs due to mental illness or deficiency, physical illness or disability, or unexplained absence raising doubt as to the continued existence of the Principal. Such disability may be evidenced by a written statement of a qualified physician regularly attending the Principal. Incompetence may be established by a finding of a Court having jurisdiction over the Principal.

2. Powers: The Attorney-in-Fact, as fiduciary, shall have all powers of an absolute owner of the assets and liabilities of the Principal, including those granted under Idaho Law and the Uniform Durable Power of Attorney Act, including the power to make any gifts of property owned by the Principal; the power to make transfers of property to any trust (whether or not created by the Principal) if such trust benefits the Principal alone, and does not have dispositive provisions which are different from those which would have governed the property had it not been transferred into the trust; the power to complete the funding of any of the Principal's revocable trusts which have been established by the Principal alone; the power to make transfers of property


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which would qualify the Principal for Medicaid, Community Options Program Entry System, or any other similar governmental program; the power to disclaim any interest in any property; sell, assign, transfer, and endorse any type of securities, and/or cause to be repurchased any type of securities, including stocks and bonds; the power to deal with accounts (including, but not limited to custodial accounts), maintained or owned by or on behalf of the Principal with institutions (including, without limitation, banks, savings and loan associations, credit unions, stock brokerages, custodians, trust companies, escrow agents, trustees, and securities dealers); the powers to act as the Principal's attorney or proxy in respect to any stock, shares, bonds, or other securities or investments, rights, or interest the Principal may now or hereafter hold; the power to represent the Principal in all tax matters, including but not limited to the preparation, signature, and filing of federal, state, and local income, gift and other tax returns of all kinds; the power to access any safe deposit box to which the Principal has the right of access (individually or with another), and to remove any or all of the contents thereof, which the Principal would have the right to remove, or to add items thereto; the powers to bargain, contract, agree for, purchase, receive and take lands, tenements, hereditaments, and accept the seizing and possession of all lands, and all deeds, and other assurances in the law therefor; and to lease, let, demise, bargain, sell, remise, release, convey, mortgage and hypothecate lands, tenements and hereditaments, upon such terms and conditions and under such covenants as the Attorney-in-Fact shall deem fit, whether located within or without the State of Washington, and shall have all powers that are necessary or desirable to provide for the support, maintenance, health, emergencies and urgent necessities of the above named Principal in the event she becomes disabled or incompetent.

- (a) Health Care. This Power of Attorney is intended to grant all necessary authority to the Attorney-in-Fact named herein to make such decisions as he may deem appropriate to make proper medical care available to the Principal in the case of her disability. In order to assure that proper medical care is available to the Principal during the pendency of any illness, the powers granted by this document are specifically intended to include the power over the person of the Principal. This power is intended to include all decisions relating to the person of the Principal, including, but not by way of limitation, (a) the power to consent to medical and surgical procedures, medication, therapy and medical treatment of any kind whatsoever, (b) authority to provide informed consent on the Principal's behalf for health care or medical treatment when the Principal is unable to do so, including surgery; (c) to arrange for the Principal's hospitalization, convalescent care, hospice, or home care; (d) to summon paramedics or other emergency medical personnel and to seek emergency treatment for the Principal, as the Attorney-in-Fact deems appropriate; and (e) under circumstances in which the Attorney-in-Fact determines that certain medical procedures, tests or treatments are no longer of



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benefit to Principal, or where the benefits are outweighed by the burdens imposed; to withdraw, revoke, modify or change consent to such procedures, tests, and treatments as well as hospitalization, convalescent care, hospice or home care which the Principal or Attorney-in-Fact may have previously allowed or consented to or which may have been provided due to emergency conditions; *Excluding*: (i) commitment to or placement in a mental health treatment facility; (ii) convulsive or shock therapy; (iii) psychosurgery.

- (b) Disclosure of Information. The attorney-in-fact shall be treated as the Principal with respect to use and disclosure of health information or medical records. This release applies to any information regulated by the Health Insurance Portability and Accountability Act of 1996, as amended and any regulations applicable thereof. The Principal authorizes any physician, health care professional, dentist, health care provider, hospital, clinic, laboratory, pharmacy, insurance company, the Medical Information Bureau, Inc., or other health care clearinghouse that has provided treatment or services to the Principal, or that has paid for or is seeking payment from the Principal for such services, to give, disclose, and release to the attorney-in-fact, without restriction, all of the Principal's individually identifiable health information and medical records regarding any past, present, or future medical or health condition. The authority provided to the attorney-in-fact has no expiration date and shall expire upon giving written revocation to the Principal's health care provider.

3. Conservatorship/Guardianship: The Principal hereby nominates and appoints DAVID RAY HOWARD as the conservator/guardian or limited guardian of the Principal's estate and/or person, if protective proceedings for the Principal's person and/or estate are commenced. If he is unable or unwilling to act, NANCY JEAN WEATHERLY shall be the first alternate conservator/guardian or limited guardian of the Principal's estate and/or person. If she is unable or unwilling to act, THOMAS DEAN HOWARD shall be the second alternate conservator/guardian or limited guardian of the Principal's estate and/or person. If he is unable or unwilling to act, JOHN NATHAN HOWARD shall be the third alternate conservator/guardian or limited guardian of the Principal's estate and/or person. The Attorney-in-Fact shall be required to account to any conservator/guardian or limited guardian during any guardianship. The conservator/guardian or limited guardian shall not have the same power as the Principal would have had if the Principal were not disabled or incompetent, to revoke, suspend or terminate all or any part of this Power of Attorney. No Bond shall be required of any person nominated and appointed as the conservator/guardian or limited guardian of the Principal's estate and/or person.



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4. Reliance: All acts done by the Attorney-in-Fact pursuant to this power during any period of disability, incompetence, or uncertainty as to whether the Principal is dead or alive shall have the same effect and inure to the benefit of and bind the Principal and the Principal's guardian, heirs, devisees and personal representative, as if the Principal were alive, competent and not disabled. The Attorney-in-Fact (but not the Principal's spouse) shall be required to account to the then living children of the Principal. The Attorney-in-Fact shall be required to account to any subsequently appointed personal representative, as if the Principal was alive, competent and not disabled. However, the estate of the Principal shall hold the Attorney-in-Fact harmless and indemnify the Attorney-in-Fact from all actions done in good faith and not in fraud of the Principal. All persons dealing with the Attorney-in-Fact are entitled to rely on the apparent authority of the Attorney-in-Fact, unless such persons have actual knowledge or notice of any revocation or termination of the Power of Attorney by death or otherwise.

5. Revocation or Termination: This Power of Attorney may be revoked by the Principal giving written notice of such revocation to the Attorney-in-Fact and recording a written instrument of revocation in the office of the Auditor of Kootenai County, Idaho. If a guardian is appointed for the Principal, the Attorney-in-Fact shall account to the guardian rather than the Principal during the continuance of the appointment of the guardian. The guardian shall not have the same power to revoke, suspend or terminate all or any part of the Power of Attorney, the same as the Principal could have done if present and/or competent. The death of the Principal shall terminate this Power of Attorney upon the Attorney-in-Fact receiving actual notice of such death. The Principal hereby revokes all other Powers of Attorney, whether General or Durable, which the Principal has previously executed, whether recorded or not.

DATED this 4th day of May, 2005.

005. Shirley A. Howard
SHIRLEY A. HOWARD

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this day personally appeared before me **SHIRLEY A. HOWARD**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged, that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 4th day of May, 2005.



Notary Public in and for the State of Washington, residing at
Spokane. My Commission Expires: 2-1-08

SH
(initials)

LAST WILL AND TESTAMENT

OF

SHIRLEY A. HOWARD

COPY

I, **SHIRLEY A. HOWARD**, a resident of the State of Idaho, being of sound and disposing mind and memory and not acting under any duress, menace, fraud, or undue influence, does hereby make, publish and declare this to be my Last Will and Testament, and do hereby specifically revoke all former Wills and Codicils to Wills made by me.

I.

FAMILY

I declare that I am married to my husband, **DONALD R. HOWARD**, (hereinafter referred to as "my husband") and that the following are our children:

**NANCY JEAN WEATHERLY
JOHN NATHAN HOWARD
THOMAS DEAN HOWARD
DAVID RAY HOWARD**

I have no other child, living or deceased. I declare that it is my intent to make no provision in this Will for any child or descendant of mine other than to the extent that I have provided for such child or descendant in subsequent Articles hereof and that the terms "child" and "children," as used in subsequent Articles of this Will shall have reference to my children named above, but shall also include any child hereafter born to or adopted by me. The terms "descendant" and "descendants," shall include my above-named children, any child hereafter born to or adopted by me, and the issue of all such children.

II.

DEBTS

I hereby direct and order that all of my just debts for which proper claims are filed against my estate, and the expenses of my last illness, funeral expenses and the costs of the administration of my estate be paid by my Personal Representative as soon after my death as is practical; provided, however, that this direction shall not authorize any creditor to require payment of any debt or obligation prior to its normal maturity in due course of administration of my estate.

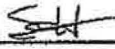
III.

DISTRIBUTION OF ESTATE

A. PERSONAL PROPERTY I hereby give, devise and bequeath my clothing, jewelry, personal effects, household furniture and furnishings, silverware, silver service, books, paintings, pictures, and any other tangible Personal Property, as set forth in a writing which I shall make directing disposition of my tangible personal property which writing shall specifically refer to this Will and to this Section.

B. RESIDUE IN TRUST. I give, devise and bequeath the rest, residue and remainder of my estate to the Successor Trustee under that certain Trust Agreement entered into between myself and husband as Grantors and as Trustees dated August 6, 1996, and such residue of my estate to be received, administered and distributed by the Trustee as a part of the trust estate in accordance with all the terms and provisions of such Trust Agreement. If such Trust Agreement is revoked or if the gift to the Trustee is ineffective for any reason, the rest, residue

LAST WILL AND TESTAMENT OF
SHIRLEY A. HOWARD - PAGE 1


(initials)

Law Offices

CHARLES A. CLEVELAND, P.S.

Suite 304

Rock Pointe Corporate Center
1212 North Washington
Spokane, Washington 99201-2401
(509) 326-1029

and remainder of my estate shall be distributed in accordance with the terms and conditions of Section 4, paragraphs B,C, and D of the D/S HOWARD NO. 1 REVOCABLE TRUST, dated August 6, 1996, which provisions are incorporated by this reference herein.

IV.

PERSONAL REPRESENTATIVE

I hereby nominate and appoint my husband, DONALD R. HOWARD, as the Personal Representative of my estate. In the event he is for any reason unable or unwilling to act as the Personal Representative of my estate, I nominate and appoint NANCY JEAN WEATHERLY to act as my Personal Representative. In the event NANCY JEAN WEATHERLY is for any reason unable or unwilling to act as the Personal Representative of my estate, I nominate and appoint JOHN NATHAN HOWARD to act as my Personal Representative. Neither DONALD R. HOWARD, JOHN NATHAN HOWARD, or NANCY JEAN WEATHERLY whether acting individually or jointly, shall be required to furnish bond.

V.

NON-INTERVENTION ADMINISTRATION

I direct that my estate shall be administered by the above-named Personal Representative without the intervention of any Court, with all powers granted herein and by law to a personal representative acting with non-intervention powers, and I direct that such non-intervention powers be unrestricted. The powers which I have conferred upon the Personal Representative herein may be exercised whether or not necessary for the administration of my estate. Nothing contained herein shall be deemed to prevent any other person acting as the Personal Representative of my estate from administering my estate without the intervention of any court.

VI.

AFFIDAVIT OF WITNESSES

I declare that it is my intent that this Will be admitted to probate based upon the Affidavit of the subscribing witnesses hereto as permitted by the laws of the State of Washington, and that at the time of the execution of this Will, I have requested the subscribing witnesses to execute the Affidavit attached hereto.

DATED this 6th day of August, 1996.

Shirley A. Howard
SHIRLEY A. HOWARD

The foregoing instrument, consisting of three (3) pages, including the page on which this certification is written, was at the date thereof, by the said SHIRLEY A. HOWARD, signed sealed, published as and declared to be her Last Will and Testament, in the presence of us, who at her request and in her presence and in the presence of each other, have subscribed our names as witnesses hereto.

Annette D. Olson of 7112 Washington, Spokane, WA 99201
[Signature] of Suite 304, W. 1212 Washington
Spokane, WA 99201-2401

STATE OF WASHINGTON)
)ss.
County of Spokane)

Annette D. Olson [Signature]
WITNESS WITNESS

NOTARY PUBLIC in and for the State of Washington, residing at Spokane, WA
Commission expires: 3/21/99



SH
(initials)

Suite 304
Rock Pointe Corporate Center
1212 North Washington
Spokane, Washington 99201-2401
(509) 326-1029

HEALTH CARE DIRECTIVE

COPY

I, **SHIRLEY A. HOWARD**, having the capacity to make health care decisions willfully, and voluntarily make known my desire that my dying shall not be artificially prolonged under the circumstances set forth below, and do hereby declare that:

(a) If at any time I should be diagnosed in writing to be in a terminal condition by the attending physician, or in a permanent unconscious condition by two physicians, and where the application of life-sustaining treatment would serve only to artificially prolong the process of my dying, I direct that such treatment be withheld or withdrawn, and that I be permitted to die naturally. I understand by using this form that a terminal condition means an incurable and irreversible condition caused by injury, disease, or illness, that would within reasonable medical judgment cause death within a reasonable period of time in accordance with accepted medical standards, and where the application of life-sustaining treatment would serve only to prolong the process of dying. I further understand in using this form that a permanent unconscious condition means an incurable and irreversible condition in which I am medically assessed within reasonable medical judgment as having no reasonable probability of recovery from an irreversible coma or a persistent vegetative state.

(b) In the absence of my ability to give directions regarding the use of such life-sustaining treatment, it is my intention that this directive shall be honored by my family and physician(s) as the final expression of my legal right to refuse medical or surgical treatment, and I accept the consequences of such refusal. If another person is appointed to make these decisions for me, whether through a durable power of attorney or otherwise, I request that the person be guided by this directive and any other clear expressions of my desires.

(c) If I am diagnosed to be in a terminal condition or in a permanent unconscious condition (check one):

☐ I DO want to have artificially provided nutrition and hydration.

☒ I DO NOT want to have artificially provided nutrition and hydration.

(d) If I have been diagnosed as pregnant and that diagnosis is known to my physician, this directive shall have no force or effect during the course of my pregnancy.

(e) I understand the full import of this directive and I am emotionally and mentally capable to make health care decisions contained in this directive.

(f) I understand that before I sign this directive, I can add to or delete from or otherwise change the wording of this directive and that I may add to or delete from this directive at any time and that any changes shall be consistent with Idaho state law or federal constitutional law to be legally valid.

(g) It is my wish that every part of this directive be fully implemented. If for any reason any part is held invalid it is my wish that the remainder of my directive be implemented.

DIRECTIVE made this 6th day of August, 1996.

Shirley A. Howard
SHIRLEY A. HOWARD

HEALTH CARE DIRECTIVE
Page 1

SH
(initials)

Law Offices
CHARLES A. CLEVELAND, P.S.
Suite 304
Rock Pointe Corporate Center
1212 North Washington
Spokane, Washington 99201-2401
(509) 326-1029

The declarer has been personally known to me, and I believe her to be of sound mind.

WITNESS: Annette D. Olson

WITNESS: [Signature]

STATE OF WASHINGTON)
)ss.
County of Spokane)

On this day personally appeared before me **SHIRLEY A. HOWARD**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged, that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 6th day of Aug, 1996.

[Signature]

NOTARY PUBLIC in and for the State of Washington, residing in Spokane. My
Commission expires: 2/1/00

State of Idaho)
)ss.
County of Kootenai)

On this day personally appeared before me **SHIRLEY A. HOWARD** to me known to be the Grantor and Trustee described in and who executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21st day of March, 2006.

Sonya Emerson
NOTARY PUBLIC in and for the State of Idaho, residing in _____
Hayden My Commission expires: 4-1-2008



COPY

SECOND AMENDMENT OF D/S HOWARD NO. 1 REVOCABLE TRUST
as established August 6, 1996

SHIRLEY A. HOWARD pursuant to the provisions of Section 3 of that certain Trust Agreement between **SHIRLEY A. HOWARD** and **DONALD R. HOWARD** (deceased) (herein "Grantors"), and **SHIRLEY A. HOWARD** and **DONALD R. HOWARD** (deceased) (herein "Trustee(s)"), established on August 6, 1996, and as first amended August 26, 1996 (the "Trust Agreement") does hereby amend and clarify Section 2 and Section 4 D. of the Trust Agreement, as follows:

SECTION 2
DEFINITIONS

The Grantors declare that the following are the children of the marriage of **DONALD R. HOWARD** and **SHIRLEY HOWARD**: **NANCY JEAN WEATHERLY**, **JOHN NATHAN HOWARD**, **THOMAS DEAN HOWARD**, and **DAVID RAY HOWARD**. The terms "child" and "children," as used in subsequent articles of this Trust shall have reference to the above named individual, and to any child hereafter born to or adopted by the Grantors, except where otherwise specified. The terms "descendant" and "descendants" shall include Grantors above named children, any child hereafter born to or adopted by Grantors, and the issue of all such children, including **ERIC BLUM** and **JACKIE CHRISTIANSEN**. Under no circumstances shall **JASON HOWARD (PRICE)**, his spouse, his family, or his descendants be considered as beneficiaries of this Trust. The Grantors have intentionally left nothing to **JASON HOWARD (PRICE)**.

SECTION 4
DISPOSITION OF INCOME AND PRINCIPAL

D. Disposition at Death of Surviving Grantor. Upon the death of the Surviving Grantor, the Trustee shall manage and distribute the remaining assets of the Trust as follows:

1. The The beneficiaries herein are hereby authorized, in his/her absolute discretion to disclaim in whole or in part, any bequest or devise or any interest in any trust established and provided for under this Trust Agreement. Such disclaimer shall be in writing and shall be made within nine (9) months after the date of the transfer which created such an interest and shall be delivered to the Trustee(s).
2. Upon the death of the Surviving Grantor, the Trustee shall distribute all right, title and interest in any deceased Grantor's clothing, jewelry, personal effects, household furniture and furnishings, silverware, silver service, books, paintings, pictures, and any other tangible Personal Property, as set forth in a writing which any deceased Grantor shall make directing disposition of such Grantor's tangible personal property which writing shall specifically refer to this Trust and to this Section, which is incorporated by reference.

3. The Trustee shall distribute to JOHN NATHAN HOWARD, all right, title, and interest in and to the real property, including improvements, known as the "West 10 Acres" and legally described as: The East Half of the East Half of the Northwest Quarter of the Northeast Quarter of Section 31, Township 53 North, Range 2 W.B.M., Kootenai County, State of Idaho, SUBJECT to any existing liens, encumbrances, or mortgages.
4. The Trustee shall distribute to THOMAS DEAN HOWARD, all right, title, and interest in and to the real property, including improvements, known as the "Goodhope 10 Acres" and legally described as: The North 329.22 Feet of the Southeast Quarter of the Northeast Quarter of Section 31, Township 53 North, Range 2 West Boise Meridian, Kootenai County, State of Idaho, SUBJECT to any existing liens, encumbrances, or mortgages.
5. The Trustee shall distribute to NANCY JEAN HOWARD, all right, title, and interest in and to the real property, including improvements, known as the "Home Place" and legally described as: The West Half of the West Half of the Northeast Quarter of the Northeast Quarter of Section 31, Township 53 North, Range 2 W.B.M., Kootenai County, State of Idaho, SUBJECT to any existing liens, encumbrances, or mortgages.
6. The Trustee shall distribute the rest, residue, and remainder of the Trust Estate, in equal shares, share and share alike to: DAVID RAY HOWARD, THOMAS DEAN HOWARD, and JOHN NATHAN HOWARD, per stirpes

- (2) All of the other terms and conditions of the Trust Agreement established on August 6, 1996, shall remain in full force and effect.

DATED this 4th day of May, 2005.

GRANTOR:

Shirley A. Howard
SHIRLEY A. HOWARD

TRUSTEE:

Shirley A. Howard
SHIRLEY A. HOWARD

State of Washington)
)ss.
County of Spokane)

On this day personally appeared before me SHIRLEY A. HOWARD to me known to be the

Grantor and Trustee described in and who executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 4th day of May, 2005.



A handwritten signature in cursive script, likely belonging to the Notary Public, Charles A. Cleveland.

NOTARY PUBLIC in and for the State of Washington, residing in
Spokane. My Commission expires: 2-1-08

LIST DISPOSING OF TANGIBLE PERSONAL PROPERTY

TO MY PERSONAL REPRESENTATIVE AND TRUSTEE:

As referred to in Section III, Paragraph A of my Last Will and Testament dated August 16, 1996, and Section 4, D 2. of the **D/S HOWARD NO. 1 REVOCABLE TRUST**, I direct you to give to each of the following-named individuals the property I now own and which is specified next to his or her name, provided the named individual survives me and such property is owned by me at the time of my death:

Individual

Item(s) of Property

SEE ATTACHED LIST OF INDIVIDUALS AND ITEMS OF PROPERTY

Dated 5/4/05

Signed:

Shirley A. Howard
SHIRLEY A. HOWARD

STATE OF WASHINGTON)

)ss.

County of Spokane)

On this day personally appeared before me **SHIRLEY A. HOWARD**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged, that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 4th day of May, 2005.



[Signature]
Notary Public in and for the State of Washington, residing at Spokane. My
Commission Expires: 2-1-08

DISPOSITION OF PERSONAL ITEMS

SH
5/4/05

DISPOSITION OF PERSONAL ITEMS

JOHN:

STACKING BOOK SHELF WITH GLASS DOORS - KITCHEN
ALL LEATHER TOOLS AND RELATED ITEMS - LEATHER HORSE
SHOE POLISH CADDY - MUD ROOM
BEDROOM MIRROR
HALL MIRROR
TWO FRAMED WEDDING PICTURES - HALL CLOSET
TWO LAMP TABLES AND LAMP IN FRONT ROOM
T.V. CABINET - FRONT ROOM
LIBRARY TABLE - FRONT WINDOW
WATER/WINE CANISTERS - ABOVE DESK
OLD OAK STACK SHELF (NO DOORS) - FRONT ROOM
ANTIQUE WAFFLE IRON
LARGE T.V.
SCHOOL HOUSE 3-D WALL PLAQUE
BULL FIGHTER - PICTURE
BOXED WALL HANGING CONTAINING PICTURE AND MISC. FIRE DEPT. ITEMS
LARGE ROLL-A-WAY IN BARN
DRILL PRESS IN BARN
ROTOTILLER IN BARN
MOTOR HOME

See revised
list in "Personal
Affairs Book"

gt
5/4/05

DISPOSITION OF PERSONAL ITEMS

TOM:

DROP FRONT OAK DESK
ANTIQUE OAK ICE BOX
RED WIND CROCK
OLD OAK BED
BARBED ("BOBBED WIRE") WIRE DISPLAY AND RELATED ITEMS
THREE PIECES OF PURPLE GLASS IN KITCHEN - CELERY DISH, BUTTER, DISH AND
PEDESTAL CAKE DISH
SIDEBOARD (DISH CUPBOARD IN BEDROOM)
ROUND OAK LAMP TABLE - BEDROOM
KANGAROO (KEY HOLDER)
HAND PAINTED CLOCK
BOOT AND WAGON WHEEL CARD HOLDER ON DESK
SETH THOMAS CHIMING CLOCK ON BOOK SHELF
OLD WHITE WASH BOWL AND PICTURE ON LIBRARY TABLE
TALL PLANT STAND
HOOSIER CABINET AND RELATED ITEMS
TREAD MILL
INDIAN ROCKS AND MORTAR
TINY DOLL CHAIR
DODGE CARAVAN
OLD YOSEMITE PICTURE

34
5/4/05

DISPOSITION OF PERSONAL ITEMS

DAVID:

ALL BOTTLES AND INK WELLS
GAS LIGHT OVER DINING TABLE
GAS LIGHT IN BEDROOM
LIGHT BY BED IN CABIN
MOUNTED ANTLERS BY FRONT DOOR
TWO ROUND OAK TABLES
BEDROOM SET
LEATHER CHAIR
TATTED TABLE CLOTH FOR ROUND OAK TABLE (GRANDMA HOWARD)
OLD STUDENT LAMP ON DESK
OLD CLAW FOOT BRASS PLANTER POT
FIRE POKER AND WOOD CARRIER
WATER COLOR PAINTING - BRET HARTE
BOAT

SH
5/4/05

DISPOSITION OF PERSONAL ITEMS

NANCY:

FAMILY PICTURES, VIDEOS, SLIDES - WORK WITH TOM TO TRY AND MAKE
COPIES AVAILABLE TO ALL
OLD DOLL, CASE AND STAND
HUMMELS AND THEIR SHELF
DINING SET
JEWELRY
WOOD COOK STOVE
KINKADE PAINTING
ROYAL DOULTON BOWL - TOP SHELF, FRONT ROOM
STERLING SILVERWARE SET
ANTIQUO OAK MIRROR IN FRONT ROOM
FLOWERED BOWL IN KITCHEN, TOP SHELF ABOVE COUNTER
FLOWERED SUGAR BOWL ABOVE SINK
OAK MIRROR IN BATHROOM OVER SINK
SMALL PICTURES ON CORNER SHELF IN BATHROOM
CUT CRYSTAL BOWL
MATCHING CANDLE HOLDER/CANDY DISHES - KITCHEN STACK SHELF
OLD WHITE PLATTER OVER REFRIG
ALL GOLD RIMMED DISHES
WOODEN CHEST IN T.V. ROOM

SH
5/14/05

FIRST AMENDMENT
OF
D/S HOWARD NO. 1 REVOCABLE TRUST
Dated August 6, 1996

DONALD R. HOWARD and SHIRLEY A. HOWARD, pursuant to the provisions of Section 3 of that certain Trust Agreement between DONALD R. HOWARD and SHIRLEY A. HOWARD as Grantors and DONALD R. HOWARD and SHIRLEY A. HOWARD, as Trustees, established on August 6, 1996, known as the D/S HOWARD NO. 1 REVOCABLE TRUST (herein "Trust Agreement"), do hereby amend Section 2 of the Trust Agreement as follows:

SECTION 2
DEFINITION

The Grantors declare that the following are the children of the marriage of DONALD R. HOWARD and SHIRLEY A. HOWARD: NANCY JEAN WEATHERLY, JOHN NATHAN HOWARD, THOMAS DEAN HOWARD, and DAVID RAY HOWARD. The terms "child" and "children," as used in subsequent articles of this Trust shall have reference to the above named individuals, and to any child hereafter born to or adopted by the Grantors. The terms "descendant" and "descendants" shall include Grantors above named children, any child hereafter born to or adopted by Grantors, and the issue of all such children, including ERIC BLUM and JACKIE JESSEL. The terms "descendant" and "descendants" shall not include JASON HOWARD (PRICE), for whom the Grantors have intentionally left nothing.

- (2) All of the other terms and conditions of the Trust Agreement dated August 6, 1996, shall remain in full force and effect.

DATED this ____ day of August, 1996.

GRANTORS:

Donald R. Howard
DONALD R. HOWARD

Shirley A. Howard
SHIRLEY A. HOWARD

TRUSTEE(S):

Donald R. Howard
DONALD R. HOWARD

Shirley A. Howard
SHIRLEY A. HOWARD

STATE OF IDAHO)
)ss.
County of Kootenai)

On this day personally appeared before me **DONALD R. HOWARD** and **SHIRLEY A. HOWARD**, to me known to be the Grantors and Trustees described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 26th day of AUGUST, 1996.



[Signature]
NOTARY PUBLIC in and for the State of Idaho, residing at Post Falls
My Commission expires: 3-28-2000

ERH SH
(initials)

TRUST AGREEMENT

COPY

THIS TRUST AGREEMENT is made the 6th day of August, 1996, between DONALD R. HOWARD and SHIRLEY A. HOWARD, Athol, Idaho (herein "Grantors"), and DONALD R. HOWARD and SHIRLEY A. HOWARD, Athol, Idaho (herein "Trustee(s)").

WHEREAS, it is the intention of the Grantors to establish an orderly and proper method of management of the assets of the Grantors; and

IN CONSIDERATION of the mutual covenants and promises set forth herein, Grantors and Trustee(s) Agree:

SECTION 1 TRUST PROPERTY/TRUST NAME

A. Grantors hereby assign, transfer, and convey to Trustee(s) the property described in Exhibit "A", herein incorporated by this reference, receipt of which property is hereby acknowledged by Trustee(s) (herein "Trust Property" or "Trust Estate"). The property shall be held by Trustee(s) in trust on the terms and conditions herein set forth.

B. Additional property may be transferred by the Grantors or by any person or persons acting on behalf of the Grantors to the Trustee(s) with the consent of the Trustee(s), and such property shall thereupon become a part of the trust property and shall be held, managed, invested, reinvested, and disposed of on the terms and conditions stated herein.

C. This Trust shall be known as the "D/S HOWARD NO. 1 REVOCABLE TRUST" (herein the "Trust").

SECTION 2 DEFINITION

The Grantors declare that the following are the children of the marriage of DONALD R. HOWARD and SHIRLEY A. HOWARD: NANCY JEAN WEATHERLY, JOHN NATHAN HOWARD, THOMAS DEAN HOWARD, and DAVID RAY HOWARD. The terms "child" and "children," as used in subsequent articles of this Trust shall have reference to the above named individuals, and to any child hereafter born to or adopted by the Grantors. The terms "descendant" and "descendants" shall include Grantors above named children, any child hereafter born to or adopted by Grantors, and the issue of all such children, including ERIC THOMASON and JACKIE JESSEL. The terms "descendant" and "descendants" shall not include JASON HOWARD (PRICE), for whom the Grantors have intentionally left nothing.

SECTION 3
REVOCATION AND AMENDMENT

Grantors reserve the right at any time, by written instrument delivered to Trustee(s), to revoke this instrument in its entirety or to withdraw from its operation any part or all of the Trust Property, or to partially revoke or modify this instrument, including the right to change beneficiaries, their shares and the plan of distribution to each such beneficiary.

SECTION 4
DISPOSITION OF INCOME AND PRINCIPAL

A. Disposition During Grantors' Lifetime. After paying the necessary expenses incurred in the management and investment of the trust estate, Trustee(s) shall distribute to Grantors, or shall pay to others for the benefit of Grantors, all or such part of the net income from, and the principal of, the trust estate as the Trustee(s) shall deem necessary for the general happiness and comfort of the Grantors.

1. In the event either or both of the Grantors are disabled or incompetent, the Trustee(s) shall use the income and such part of the principal of the Trust property as the Trustee(s) deems necessary or advisable, in such manner as the Trustee(s) deems best, for the care, support, and comfort of the Grantor(s), for the payment of any premiums on insurance on the life of the Grantor(s), or for any other purpose the Trustee(s) deems to be in the best interests of the Grantor(s). Disability or incompetence shall include the inability to manage property and affairs effectively for reasons such as mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication, confinement, detention by a foreign power or disappearance. Disability may be evidenced by a written statement of a qualified physician regularly attending the Grantor(s) or by detention or disappearance.
2. Simultaneous Death. In the event there shall be insufficient evidence as to which Grantor survived the other, SHIRLEY A. HOWARD, shall be deemed to be the surviving Grantor and any trust established herein shall be construed upon that basis.

B. Personal Property. Notwithstanding anything in this Trust to the contrary, upon the death of a Grantor, the Trustee shall distribute all right, title and interest in any deceased Grantor's clothing, jewelry, personal effects, household furniture and furnishings, silverware, silver service, books, paintings, pictures, and any other tangible Personal Property, as set forth in a writing which any deceased Grantor shall make directing disposition of the such Grantor's tangible personal property which writing shall specifically refer to this Trust and to this Section, which is incorporated by reference.

C. Disposition at Death of One Grantor. Upon the death of either of the Grantors, the Trustee(s) shall segregate into a separate By-Pass Trust, such fractional share of the trust necessary to secure the maximum exemption equivalent of the maximum unified tax credit available for Federal Estate Tax purposes. The Trust Estate shall be held, administered and distributed as a By-Pass Trust, as follows:

1. During the lifetime of the surviving Grantor the Trustee(s) shall pay to the surviving Grantor at least quarter annually, or apply for his/her direct or indirect benefit, all of the net income of the By-Pass Trust. The Trustee(s) may also distribute to the surviving Grantor or apply for the direct or indirect benefit of the surviving Grantor during his/her lifetime, such amounts of the principal of the By-Pass Trust as determined annually in such amounts as the Trustee(s) deems reasonable and necessary to provide for the education, maintenance, support and health of the surviving Grantor.
2. The surviving Grantor shall have a limited power of appointment over the By-Pass Trust or any part thereof. This power may be exercised only by the surviving Grantor and not in conjunction with any other person, and may be exercised only in a provision specifically describing this power of appointment contained in the Last Will of the surviving Grantor. This power may not be exercised to any extent for the benefit of the surviving Grantor, his/her estate, his/her creditors, or the creditors of his/her estate. The surviving Grantor shall not be required to exercise this power, and under no circumstances shall he/she be considered a Trustee(s) for the exercise of this power. The property subject to the power shall be distributed in the proportions and to the persons the surviving Grantor may appoint from among the following classes of persons:
 - a. Lineal descendants of our marriage;
 - b. Spouses of lineal descendants;
 - c. Any corporation, person, or organization to whom a bequest would be deductible for Idaho inheritance tax and federal estate tax purposes as a bequest for a religious, charitable, scientific, literary or educational purpose.
3. Upon the death of the surviving Grantor, the Successor Trustee(s) shall distribute the then principal of this By-Pass Trust, and any undistributed income thereof, to or for such persons as the surviving Grantor may, by specific reference hereto in his/her last Will, direct and appoint pursuant to the limited power of appointment granted to him/her in Paragraph C 2. of this Article; and in default of any such appointment the same shall be added to and consolidated with the trusts established in in Section 4, D hereunder, and held, managed, administered, and distributed thereunder.

D. Disposition at Death of Surviving Grantor. Upon the death of the surviving Grantor, the remaining assets of the trust shall be distributed by the Trustee(s) as follows:

1. The beneficiaries herein are hereby authorized, in his/her absolute discretion to disclaim in whole or in part, any bequest or devise or any interest in any trust established and provided for under this Trust Agreement. Such disclaimer shall be in writing and shall be made within nine (9) months after the date of the transfer which created such an interest and shall be delivered to the Trustee(s).

BSH SH
(initials)

2. The Trustee shall distribute all of the rest, residue and remainder of the Trust Estate, to the children of the Grantors, in equal shares, share and share alike, or the survivor of them.
3. If there are no children then surviving the Grantors, such funds shall be distributed to such deceased children's descendants then living, per stirpes, subject to the withholding provisions below; provided, that if the Trustee(s) is then holding another fund for the primary benefit of any descendant of the Grantors, his/her share shall be added to such other fund(s) and be held and distributed as a part of such fund(s).
4. When any descendant of a deceased child reaches the age of twenty-five (25) years, the Trustee shall distribute to such descendant of the deceased child one hundred (100%) per cent of the principal and income of his/her/their funds.
5. Prior to distribution to a descendant of a deceased child, the Trustee(s) shall use so much of the income and principal for his/her reasonable health, education, maintenance or support as the Trustee(s) determines to be required for those purposes, adding to the principal any income not so used. In case of a complete failure of beneficiaries hereunder, any part then so held by the Trustee(s) shall be distributed to the Shriners Hospital for Crippled Children, Spokane, Washington.

SECTION 5 TRUSTEE(S) POWERS

The Trustee(s) shall have the following rights and powers, in addition to the powers conferred by law or by other provisions of this Agreement, all of which shall survive the termination of this trust to the extent required to complete their obligations hereunder:

A. In addition to and not in limitation of the powers otherwise given by law, including Idaho Code, Section 68-406, or any amendments thereto, and any powers elsewhere set forth in this instrument, the Trustee(s) shall have full power to retain any property of whatsoever kind; to hold and operate any property or business; to determine what is income and principal in accordance with a recognized Trustee(s)'s accounting practices, not limited, however, to the provisions of §§68-1001 to 68-1016 (Idaho Principal and Income Act) (the Trustee(s) is hereby relieved of and the Grantors hereby waives compliance with the duties imposed by the Uniform Trustee(s)s Accounting Act, the Uniform Principal and Income Act or any other act of like or similar import); to pay such expenses, costs and taxes, if any, deemed by it to be lawfully chargeable to the trust estate as well as a reasonable fee, as compensation to the Successor Trustee(s) for services hereunder; to apportion income and/or principal with a recognized Trustee(s)'s accounting practices, not limited, however, to the provisions of §§68-1001 to 68-1016 (Idaho Principal and Income Act) (the Trustee(s) is hereby relieved of and the Grantors hereby waive compliance with the duties imposed by the Uniform Trustee(s)s Accounting Act, the Uniform Principal and Income Act or any other act of like or similar import); to act without bond and without posting security of any kind; and to exercise all powers granted by law.

BAH SH
(initials)

Law Offices
CHARLES A. CLEVELAND, P.S.
Suite 304
Rock Pointe Corporate Center
1212 North Washington
Spokane, Washington 99201-2401
(509) 326-1029

B. The Trustee(s) is empowered to transfer any or all trust assets to a trustee in another jurisdiction or transfer the place of trust administration to another jurisdiction outside the State of Idaho, and to consolidate or merge two or more trusts.

C. The Trustee shall seek and utilize the services of investment advisers, registered under the Investment Advisers Act of 1940, but shall not be required to follow the advice of any such advisers.

D. Notwithstanding any provision of this Trust to the contrary, the purchase, sale, mortgage, hypothecation, gift, encumbrance, disposition, pledge, loan or other form of transfer of (i) real property by the Successor Trustee; (ii) assets exceeding \$500 by the Successor Trustee; or, (iii) the payment of any compensation to the Successor Trustee; shall require the consent and approval of the majority of the Grantors' children then surviving.

SECTION 6 LIMITATION ON POWERS

Notwithstanding anything herein contained to the contrary, no power enumerated herein or accorded to trustees generally pursuant to law shall be construed to enable the Successor Trustee or any other person to purchase, exchange, or otherwise deal with or dispose of the principal or income of the trust estate for less than an adequate consideration in money or money's worth, or to enable the Successor Trustee or any other person to borrow the principal or income of the trust estate, directly or indirectly, without adequate interest or security, or to enable the Successor Trustee to apply any income of this trust to the payment of premiums on policies of insurance on the life of the Grantors.

SECTION 7 ADDITIONAL PROPERTY

With the consent of the Trustee(s), the Grantors or any other person may, at any time, and from time to time, increase the principal of the trust estate by adding thereto insurance policies, cash, securities, or other property. Such additions to the trust estate shall be subject to the terms of this Agreement in the same manner and to the same extent as if they had been delivered to the Trustee(s) by the Grantors as part of the principal of the trust estate at the time of the execution of this Agreement.

SECTION 8 ACCOUNTING BY TRUSTEE(s)

The Trustee(s) shall keep a record of all transactions relating to the trust estate. The Trustee(s), upon the written request of the Grantors, or upon the written request of any of the beneficiaries only after the death of the Grantors, but not more often than annually, shall render an accounting showing all receipts, disbursements, changes of investments, and assets then held as the principal of the Trust estate.

SECTION 9
COMPENSATION OF TRUSTEE(s)

Neither the Trustee(s), nor any successor Trustee(s) designated herein, shall be entitled to receive any commissions or other compensation for receiving or disbursing the principal of the trust estate. The Trustee(s), and his/her successor or successors, shall be entitled annually to receive commissions on trust income at the same rate allowed by the laws of the State of Idaho to a trustee of an express trust, but the failure of the Trustee(s), or his/her successor or successors, to pay such commissions to himself/herself within six months after the end of any calendar year shall be deemed a complete waiver of such commissions for that year.

SECTION 10
SUCCESSOR TRUSTEE(s)

The Trustee(s) may resign at any time by serving notice of resignation upon the Grantors. If any vacancy occurs in the office of the Trustee(s) by reason of death, resignation, or incapacity of both of the initial Trustees, then **DAVID RAY HOWARD** shall be the first Successor Trustee and if he shall die, resign, or become incapacitated, **NANCY JEAN WEATHERLY** shall be second Successor Trustee. If she shall die, resign, or become incapacitated, **JOHN NATHAN HOWARD** shall be third Successor Trustee. Appointment of a Successor Trustee as provided herein shall not require approval of any court. Grantors hereby empower their descendants and lineal descendants by majority agreement after the death of the Grantors, to replace or remove any Trustee or Successor Trustee upon written notice from the children of the Grantors. Appointment of a Successor Trustee as provided herein shall not require approval of any court. A Successor Trustee, together with his/her Co-trustee, or a sole surviving Trustee(s), shall have all the power and discretion herein conferred upon the Trustee(s).

SECTION 11
BOND

Neither the Trustee(s), nor any successor Trustee(s), shall be required to give any bond or other undertaking for the faithful performance of any duties of such Trustee(s) under this Agreement.

SECTION 12
SITUS

This Agreement shall be construed, and its validity and effect and all rights hereunder shall at all times be determined, in accordance with the laws of the State of Idaho.

SECTION 13
CONTEST OF TRUST

In the event any person or beneficiary under this Trust challenges this Trust such person or beneficiary shall receive One Dollar (\$1.00) and nothing else from the Grantors or either of them pursuant to this Trust Agreement.

 DCH SH
(initials)

**SECTION 14
SEPARABILITY**

If any provision of this Trust Agreement shall be held invalid or unenforceable, the remaining provisions hereof shall continue to be fully effective.

**SECTION 15
ARBITRATION**

Any controversy arising out of, connected to, or relating to any matters herein of the transactions with Grantors, Trustee(s) or Beneficiaries, on behalf of the undersigned, or this Trust, or the breach thereof, including, but not limited to any claims of violations of any Federal and/or State Law, as well as any common law claims, shall be settled by arbitration; and in accordance with this paragraph and judgment on the arbitrator's award may be entered in any court having jurisdiction thereof in accordance with the provisions of Idaho Law. In the event of such a dispute, each party to the conflict (no more than two) shall select an arbitrator, both of whom shall select a third arbitrator, which shall constitute the three person arbitration board. The decision of a majority of the board of arbitrators, who shall render their decision within thirty (30) days of appointment of the final arbitrator, shall be binding upon the parties.

**SECTION 16
TAXES**

Grantors direct that the amount of all estate, generation-skipping tax, inheritance, and succession taxes assessed by reason of their death, whether attributable to property passing under this Trust or outside it, which is included in Grantors gross estate for tax purposes, shall be apportioned against such property and paid by the beneficiaries on a pro rata basis, and the Trustee is authorized to recover the tax and/or seek reimbursement from the beneficiaries of the Trust Estate.

**SECTION 17
SPENDTHRIFT PROVISION**

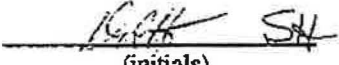
The Beneficiaries shall have no right to anticipate, to pledge, to encumber or hypothecate, or in any other manner to alienate their interest in either the income arising from or the principal of the trust estate, and their interest hereunder shall not be liable for their debts, contracts or engagements or subject to execution, attachment, sequestration or other legal process other than as specifically provided in accordance with the terms hereof.

**SECTION 18
CERTIFIED COPIES OF TRUST**

To the same effect as if it were the original, any person or institution may rely upon a copy certified by a Notary Public to be a true copy of this instrument and any schedules or exhibits attached hereto. Any person or institution may rely upon any statement of fact certified by anyone who appears from the original Trust, or a certified copy thereof, to be a Trustee(s) hereunder. Notwithstanding the above, the certification of an attorney as to the first page of this Trust, Section 5 (Trustee's Powers), Section 10 (Successor Trustee), Section 18 (Certified Copies of Trust), the signature pages to this Trust,

TRUST AGREEMENT

Page 7


(initials)

Law Offices

CHARLES A. CLEVELAND, P.S.

Suite 304

Rock Pointe Corporate Center

1212 North Washington

Spokane, Washington 99201-2401

(509) 328-1029

the acknowledgements of such signatures, as well as Exhibits "A" and "B" attached hereto (if applicable) shall have the same effect as if it were the original and any person or institution may rely upon such certification.

SECTION 19
SUBSTITUTE FORM W-9

573-36-7381 and 561-48-1363 are the taxpayer identification numbers for the Grantors above described. Under penalties of perjury, the undersigned Grantors and Trustee(s) certify that the numbers shown on this Trust are the correct Taxpayer Identification Numbers for the Grantors, and that the Trust is not subject to backup withholding.

IN WITNESS WHEREOF the Grantors and the Trustee(s) have signed and sealed this Agreement.

GRANTORS:

DONALD R. HOWARD

SHIRLEY A. HOWARD

TRUSTEE(S):

DONALD R. HOWARD

SHURLEY A. HOWARD

STATE OF WASHINGTON)
)ss.
County of Spokane)

On this day personally appeared before me **DONALD R. HOWARD and SHIRLEY A. HOWARD**, to me known to be the Grantors and Trustees described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 17 day of Aug, 1996.

NOTARY PUBLIC in and for the State of Washington, residing at
Seattle. My Commission expires: 2/1/00

TRUST AGREEMENT
Page 8

(initials)

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1212 North Washington
Spokane, Washington 99201-2401
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SCHEDULE "A"

DONALD R. HOWARD and SHIRLEY A. HOWARD, Grantors, do hereby transfer, convey, quitclaim and assign for no consideration, all right, title and interest in the property set forth below to **DONALD R. HOWARD and SHIRLEY A. HOWARD** as Trustees of that certain Trust dated 6th day of August, 1996.

1. REAL PROPERTY. All present and future interest of the Grantors in the following real estate, together with all present and future improvements thereon, and all present and future water and water rights hereunto belonging and also including all present and all future personal property located thereon or wheresoever located:

- (a) Lot 4, Block 2, **BERTSCH'S ADDITION** to Athol, Kootenai County, Idaho, according to the plat recorded in Book "F" of Plats, page 19, records of Kootenai County, State of Idaho.
- (b) The North 329.22 feet of the Southeast quarter of the Northeast quarter of Section 31, Township 53 North, Range 2, West Boise Meridian, Kootenai County, Idaho.
- (c) The West half of the West half of the Northeast quarter of the Northeast quarter of Section 31, Township 53 North, Range 2, West Boise Meridian, Kootenai County, Idaho.
- (d) The East half of the West half of the Northeast quarter of the Northeast quarter of Section 31, Township 53 North, Range 2, West Boise Meridian, Kootenai County, Idaho.
- (e) The East half of the East half of the Northwest quarter of the Northeast quarter of Section 31, Township 53 North, Range 2, West Boise Meridian, Kootenai County, Idaho.
- (f) Lot 3 and the South 17 feet of Lot 2 and the North 16 feet of Lot 4, Block 60, City of Spirit Lake, according to the plat recorded in the office of the County Recorder in Book B of Plats at page 143, records of Kootenai County, Idaho

2. BANK ACCOUNTS, FINANCIAL INSTRUMENTS. The following accounts in the following institutions, together with all future additions, interest or accumulations therein and also including all new accounts and the accumulations and the future additions, interest or accumulation in any and all other financial institutions in which new accounts are opened in the future:

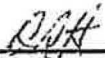
West One Bank, Government Way at Hanley Office, Account No. # 110101412520

3. PERSONAL PROPERTY. Clothing, jewelry, personal effects, household furniture and furnishings, appliances, tools, silverware, silver service, books, paintings, pictures, and any other tangible Personal Property which Grantors now or hereafter own.

4. MOTOR VEHICLES. All right, title and interest in and to the following motor vehicles;

TRUST AGREEMENT

Page 9


(initials)

Law Offices

CHARLES A. CLEVELAND, P.S.

Suite 304

Rock Pointe Corporate Center

1212 North Washington

Spokane, Washington 99201-2401

(509) 326-1029

5. OTHER PROPERTY.

All right, title and interest in and to the following:

- (a) 20 shares of common stock (par value \$100) in Investigative Services Group, Inc., an Idaho Corporation.
- (b) 20 shares of common stock (par value \$1.00) in F.C. & O. Investigations, Incorporated, an Idaho Corporation.

Dated this 6th day of August 1996.

GRANTORS:

Donald R. Howard
DONALD R. HOWARD

Shirley A. Howard
SHIRLEY A. HOWARD

TRUSTEE(S):

Donald R. Howard
DONALD R. HOWARD

Shirley A. Howard
SHIRLEY A. HOWARD

STATE OF WASHINGTON)
)ss.
County of Spokane)

On this day personally appeared before me DONALD R. HOWARD and SHIRLEY A. HOWARD, to me known to be the Grantors and Trustees described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 6th day of August, 1996.

Charles A. Cleveland
NOTARY PUBLIC in and for the State of Washington, residing at Spokane
_____. My Commission expires: 2/1/00

DRH SH
(initials)

FILED FOR RECORD AT REQUEST OF:

CHARLES A. CLEVELAND, P.S.
Rock Pointe Corporate Center
North 1212 Washington
Suite 304
Spokane, WA 99201-2401

STATE OF IDAHO } SS
COUNTY OF KOOTENAI }

Charles Cleveland

AUG 13 9 47 AM '96

DATE *12/22/97*
FEE *3.00*

1457522

QUIT CLAIM DEED

THE GRANTORS, **DONALD R. HOWARD** and **SHIRLEY A. HOWARD**, as husband and wife, for and in consideration of love and affection, convey and quit claim to **DONALD R. HOWARD** and **SHIRLEY A. HOWARD** as Trustees under that certain Trust Agreement dated August 6, 1996, the following described real estate, situated in the County of Kootenai, State of Idaho, together with all acquired title of the Grantors therein:

The North 329.22 feet of the Southeast quarter of the Northeast quarter of Section 31,
Township 53 North, Range 2, West, Boise Meridian, Kootenai County, Idaho.

SUBJECT TO: Easements, Restrictions, and Covenants of Record.

DATED this 6 day of August, 1996.

Donald R. Howard
DONALD R. HOWARD, Grantor

Shirley A. Howard
SHIRLEY A. HOWARD, Grantor

STATE OF WASHINGTON)

) ss.

County of SPOKANE)

On this day personally appeared before me **DONALD R. HOWARD** and **SHIRLEY A. HOWARD**, to me known to be the individuals described in and who executed the within and foregoing instrument, as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 6th day of August, 1996.

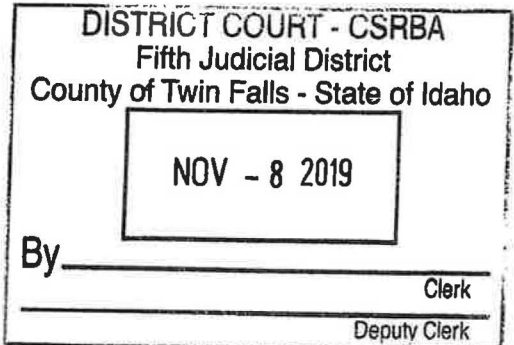
[Signature]
NOTARY PUBLIC in and for the State of Washington,
County of Spokane. My Commission Expires: 2/1/00

Grantors and Grantees address: E. 12450 Nunn Road, Athol, Idaho 83801

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

In Re CSRBA
Case No. 49576

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR
Water Right 95-09847



NAME AND ADDRESS: D/S HOWARD N01 REVOCABLE TRUST
12504 E NUNN RD
ATHOL, ID 83801

SOURCE: SAGE CREEK TRIBUTARY: SINKS

QUANTITY: 0.03 CFS
8.40 AFY

The quantity of water under Right Nos. 95-9847 and 95-9848 for domestic and stockwater use shall not exceed 13,000 gallons per day.
Right Nos. 95-9847 and 95-9848 are limited to a total combined diversion rate of 0.04 cfs and to a total combined annual diversion volume of 7.0 AF for irrigation.

PRIORITY DATE: 08/10/1978

POINT OF DIVERSION: T53N R02W S31 NENE Within Kootenai County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	03-15 TO 11-15	0.03 CFS
			7.00 AFY
	Stockwater	01-01 TO 12-31	0.02 CFS
			0.20 AFY
	Domestic	01-01 TO 12-31	0.03 CFS
			1.20 AFY

Domestic use is for 1 home.

PLACE OF USE:	Irrigation	Within Kootenai County
	T53N R02W S31	NENE 2.0
	2.0 Acres Total	
	Stockwater	Within Kootenai County
	T53N R02W S31	NENE
	Domestic	Within Kootenai County
	T53N R02W S31	NENE

Right Nos. 95-9847 and 95-9848 are limited to the irrigation of a combined total of 2.0 acres in a single irrigation season.

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

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

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

In Re CSRBA

Case No. 49576

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

Water Right 95-09848

DISTRICT COURT - CSRBA
Fifth Judicial District
County of Twin Falls - State of Idaho

NOV - 8 2019

By

Clerk

Deputy Clerk

NAME AND ADDRESS: D/S HOWARD N01 REVOCABLE TRUST
12504 E NUNN RD
ATHOL, ID 83801

SOURCE: GROUND WATER

QUANTITY: 0.10 CFS
8.00 AFY

Right Nos. 95-9847 and 95-9848 are limited to a total combined diversion rate of 0.04 cfs and to a total combined annual diversion volume of 7.0 AF for irrigation.
The quantity of water under Right Nos. 95-9847 and 95-9848 for domestic and stockwater use shall not exceed 13,000 gallons per day.

PRIORITY DATE: 08/10/1978

POINT OF DIVERSION: T53N R02W S31 NENE Within Kootenai County

PURPOSE AND

PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
Irrigation	03-15 TO 11-15	0.04 CFS 7.00 AFY
Stockwater	01-01 TO 12-31	0.02 CFS 0.40 AFY
Domestic	01-01 TO 12-31	0.04 CFS 0.60 AFY

Domestic use is for 1 home.

PLACE OF USE: Irrigation Within Kootenai County
T53N R02W S31 NENE 2.0
2.0 Acres Total
Stockwater Within Kootenai County
T53N R02W S31 NENE
Domestic Within Kootenai County
T53N R02W S31 NENE

Right Nos. 95-9847 and 95-9848 are limited to the irrigation of a combined total of 2.0 acres in a single irrigation season.

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

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

State of Idaho
Department of Water Resources

Adjudication Recommendation 95-9847, 95-9848 Irrigation

D S HOWARD N01 REVOCABLE TRUST

02W



0 250 500 1,000 Feet

- Point of Diversion
- Place Of Use Boundary
- Townships
- PLS Sections

Prepared By: Steve Clelland
January 31, 2017
Aerial photo: ESRI 2013





Nancy Weatherly <njweatherly@gmail.com>

Welcome to the Alchemist's Workshop

1 message

Elly <elly.molina@gmail.com>

Mon, Jan 9, 2023 at 4:37 AM

To: Nancy Weatherly <njweatherly@gmail.com>

I am super excited to be with you for the next four weeks where we will create wonder, enchantment and magic!

THE LIVE CALLS

Our calls will be on Thursdays

Jan. 19th, 26th, Feb. 2nd and Feb. 9th

The calls begin at **7:00 pm est. / 4: 00 pm pst.**

Each call is recorded and will last 75 minutes

>>>REGISTER HERE FOR THE ZOOM LINK<<<

(You will also receive a reminder email the day before and the day of.)

After registering, you will receive a confirmation email containing information about joining the meeting.

**WHAT YOU'LL NEED**

Here is a list of supplies that I will be referring to during our 4 Weeks together so if you don't have them, I recommend you procure what you believe you will use. I personally feel all of these items are essential for making the magic work; however, this is up to you and how many of the rituals you will perform and how often you will continue after our 4 weeks have ended.

1. Essential Oils and A Diffuser
2. You can use any diffuser you wish. I prefer this one (these can double up as wax burners and they are much more easier to use for magical aromatherapy than the electric diffusers)

Make sure you have tea lights for these.

Essential Oils we will be working with:

You can purchase your oils anywhere you wish. Make sure they are quality, otherwise you may get a headache.

- Rose
- Ylang Ylang
- Clary Sage
- Jasmine
- Patchouli
- Nutmeg
- Vanilla (this is not a pure essential oil so get one that is not too sweet)
- Chamomile
- Sandalwood
- Frankincense
- Lavender
- Myrtle
- Neroli (optional)
- Also.. I recommend having a base oil handy for blending and wearing with other oils. I recommend jojoba / sweet almond

Herbs we will be working with on a regular basis

- Fresh Basil (I recommend getting a potted basil plant if you can continue to grow fresh basil)
- Sage and Palo Santo

Candles

Have a nice selection of colors for the following uses:

- Pink- Love/ Affection
- Green- Prosperity & fertility

- Red- Passion and vitality
- Blue- Healing & Peace
- Yellow- Mental powers, intellectualism
- Purple- Boost your magical powers
- White- General work, blessings, purity, cleansing

Crystals and Gems

I have had a special package of curated gems/ crystals put together specifically for our Workshop. I have had a special package of curated gems/ crystals put together specifically for our Workshop and that information will be provided as soon as she has everything together. Over the years of doing this Work, I have moved away from many of the crystals and only work with a few of them. If crystals and gems are your thing, here is a discounted link:

<https://www.etsy.com/shop/SeekingWellth?coupon=ELLY10>

- Rose Quartz
- Lemurian Seed Crystal
- Jade
- Amethyst
- Carnelian
- Citrine
- Green aventurine
- Obsidian

I will occasionally be using crystals and gems; however, if you wish to delve deeper into this magical realm I highly recommend Judy Hall's *The Crystal Bible* or Michael Gienger *Crystal Power Crystal Healing*

Miscellaneous

- Chaldean Numerology (if you don't have my pdf, please let me know and I'll get it to you)
- The Purple Plate (if you don't have one you can either purchase them on Amazon or email me. You want the original EIP stamped.
- YOU CAN PURCHASE YOUR PURPLE PLATE HERE: <https://www.naturesalternatives.com/energy/purpleplates.html>
- Journal to record the work and your results
- Incense & holder
- Sea Salt
- Needles (these are the seamstress needles.. Stainless steel heads.. No colors
- Pens with Red, Blue and Green Ink

- Index cards and colored pencils

Please let me know if you have any questions or concerns or allergies to the oils.

https://www.etsy.com/listing/958608460/elly-molina-chemist-crystal-kit-make?ref=listings_manager_grid

Looking forward to making magic with you!

xoxo

Elly

"When destiny calls & pulls at your soul, follow!" - Elly Molina

<https://www.elymolina.com/>

STATE OF IDAHO

CERTIFICATION OF VITAL RECORD

STATE OF IDAHO

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

CERTIFICATE OF DEATH

Date Filed **NOVEMBER 05, 2021**

State File No. **2021-14824**

DECEDENT - LEGAL NAME SHIRLEY ANN HOWARD			
SEX FEMALE	SOCIAL SECURITY NUMBER [REDACTED]	AGE 87 YEARS	DATE OF BIRTH MARCH 12, 1934
BIRTHPLACE SANTA ANA, CALIFORNIA		PLACE OF RESIDENCE ATHOL, IDAHO	
MARITAL STATUS AT TIME OF DEATH WIDOWED		NAME OF SURVIVING SPOUSE (If wife, maiden name)	WAS DECEDENT EVER IN U.S. ARMED FORCES? NO
FATHER - NAME JOHN DAVID HAYES			BIRTHPLACE WASHINGTON
MOTHER - MAIDEN NAME EVELYN VIOLET NOBLE			BIRTHPLACE KANSAS
METHOD OF DISPOSITION CREMATION		FUNERAL SERVICE LICENSEE DARIN BUTTERFIELD	
NAME AND ADDRESS OF FUNERAL FACILITY ENGLISH FUNERAL CHAPEL, INC., COEUR D'ALENE, IDAHO			
DATE OF DEATH OCT. 30, 2021	TIME OF DEATH 11:32 A.M.	CITY, TOWN OR LOCATION OF DEATH COEUR D'ALENE, IDAHO	COUNTY OF DEATH KOOTENAI
CAUSE OF DEATH (underlying cause last) a. ACUTE RESPIRATORY DISTRESS SYNDROME			Approximate Interval Between Onset and Death DAYS
DUE TO (or as a consequence of): b. ACUTE HYPOXIC RESPIRATORY FAILURE			DAYS
DUE TO (or as a consequence of): c. PNEUMONIA			DAYS
DUE TO (or as a consequence of): d. COVID-19			DAYS
OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH but not resulting in the underlying cause given above RHEUMATOID ARTHRITIS; ASTHMA; DELIRIUM			WAS AN AUTOPSY PERFORMED? NO
MANNER OF DEATH NATURAL	NAME OF CERTIFIER RONNIE MANTILLA, M.D.		TITLE PHYSICIAN
CORONER SUBSEQUENT CERTIFICATION IF NECESSARY			
EXTERNAL CAUSES ONLY			
DATE OF INJURY	TIME OF INJURY	PLACE OF INJURY	INJURY AT WORK?
LOCATION WHERE INJURY OCCURRED			
DESCRIPTION OF HOW INJURY OCCURRED			

This is a true and correct reproduction of the document officially registered and placed on file with the IDAHO BUREAU OF VITAL RECORDS AND HEALTH STATISTICS.

DATE ISSUED: **NOVEMBER 08, 2021**

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

Rev. 07/28/20

James B. Aydelotte
JAMES B. AYDELOTTE
STATE REGISTRAR

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE



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

March 29, 2024

NANCY J WEATHERLY
12510 E NUNN RD
ATHOL ID 83801-9312

Re: Change in Ownership for Water Right No(s): 95-9847 & 95-9848

Dear Water Right Holder(s):

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) 762-2813.

Sincerely,

Natalie Steading
Tech Records Specialist 1

Enclosure(s)