

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

NOV 29 2024

DEPARTMENT OF
WATER RESOURCES

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?
63-19582 ✓	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: LEROY M. WHITING & LAVERDA H. WHITING
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): LeROY M. & LaVERDA H. WHITING TRUST
New owner(s) as listed on the conveyance document

Name connector ☒ and ☐ or4925 W. FRANKLIN RD.MERIDIANIDAHO83642

Mailing address

City

State

Zip

(208) 392-5492whitingkr@gmail.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: October 1, 1992
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.

8. Signature: Keith R. Whiting CO-SUCCESSOR TRUSTEE 11/28/2024
Signature of new owner/claimant Title, if applicable Date
KEITH R. WHITING
Print name
- Signature: Cheryl W. Storrs CO-SUCCESSOR TRUSTEE 11/28/2024
Signature of new owner/claimant Title, if applicable Date
CHERYL W. STORRS
Print name

For IDWR Office Use Only:

Received by M. Jenkins Date 11/29/24 Receipt No. 0119507 Receipt Amt. \$25.00

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 DM Date 4-8-25

RECEIVED

Mar 21, 2025

DEPARTMENT OF
WATER RESOURCES

Recording Requested By and
When Recorded Return to:

Richard F. Goodson
HAWLEY TROXELL ENNIS & HAWLEY LLP
P.O. Box 1617
Boise, Idaho 83701-1617

ADA COUNTY RECORDER Trent Tripple
BOISE IDAHO Pgs=7 VICTORIA BAILEY
HAWLEY TROXELL ENNIS AND HAWLEY LLP

2025-015631
03/13/2025 03:20 PM
\$15.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 13TH day of MARCH, 2025, between LaVerda H. Whiting, a single woman ("Grantor"), and Cheryl W. Storrs and Keith R. Whiting, Co-Trustees, and their successors in trust, of the LeRoy M. & LaVerda H. Whiting Trust, dated October 1, 1992, as amended ("Grantee"), whose mailing address is 4925 W. Franklin Road, Meridian, Idaho 83642.

WITNESSETH:

For value received Grantor does hereby grant, sell, and convey to Grantee the following described real property situate in the County of Ada, State of Idaho, to wit:

A parcel of land located in the East three-eighths of the NE1/4 of the NE1/4 of Section 16, T.3N., R.1W., B.M., Ada County, Idaho, more particularly described as follows: **BEGINNING** at the Northeast corner of Said Section 16:

Thence along the East line of said Section South 00°12'51" West, 848.71 feet;

Thence North 89°47'09" West, 85.90 feet;

Thence South 76°57'51" West, 419.92 feet to a point on the West line of said East three-eighths of the NE1/4 of the NE1/4;

Thence along said West line North 00°09'51" East, 943.94 feet to a point on the North line of said Section 16;

Thence along said North line South 89°54'12" East, 495.48 feet to the Point of Beginning. SUBJECT TO Rights of way for W. Franklin Road and S. Black Cat Road and other easements of record or use.

LESS AND EXCEPTING PARCEL 8 AS DESCRIBED BELOW AND AS DEPICTED ON EXHIBIT "A" ATTACHED HERETO.

PARCEL DESCRIPTION

Date: September 16, 2014

Project: Franklin Road ~ Black Cat Road to Ten Mile Road
Parcel No: 8 Right-of-Way Requirement

A parcel of land being a portion of the parcel described in Special Warranty Deed Instrument No. 9281301, as filed in the Ada County Recorder's Office, located in the NE1/4 NE1/4 of Section 16, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the NE Section corner of said Section 16, monumented by a 3.5" brass cap (Corner Record No. 110039755), from which the N1/4 corner of said Section 16, monumented by a 5/8" rebar (Corner Record No. 112067278), bears North 89°24'26" West, a distance of 2641.52 feet;

Thence North 89°24'26" West, coincident with the north line of the NE1/4 of said Section 16, a distance of 495.30 feet;

Thence South 00°35'34" West, perpendicular to said north line, a distance of 30.00 feet to the northwest corner of the parcel described in said Special Warranty Deed and the **POINT OF BEGINNING**;

Thence South 89°24'26" East, coincident with the northerly line of said parcel, a distance of 470.24 feet to the northeast corner of said parcel;

Thence South 00°43'06" West, coincident with the easterly line of said parcel, a distance of 814.84 feet;

Thence North 10°38'56" West, a distance of 47.31 feet;

Thence North 03°31'26" West, a distance of 195.04 feet;

Thence North 01°24'10" West, a distance of 131.12 feet;

Thence South 89°56'15" West, a distance of 20.40 feet;

Thence North 00°43'06" East, parallel with and offset 49.00 feet westerly of the easterly line of said parcel, a distance of 308.63 feet;

Thence North 07°24'43" West, a distance of 47.68 feet;

Thence North 48°24'35" West, a distance of 30.49 feet;

Thence North 89°24'26" West, parallel with and offset 67.25 feet southerly of the northerly line of said parcel, a distance of 317.22 feet;

Thence North 82°16'56" West, a distance of 74.73 feet to the westerly line of said parcel;

Thence North 00°40'30" East, coincident with said westerly line, a distance of 57.98 feet to the **POINT OF BEGINNING**.

The above described parcel contains 57,074 square feet or 1.310 acres, more or less.

Together with and subject to covenants, easements, and restrictions of record.

The basis of bearings for this parcel is Grid North, ADA County GIS Coordinate System.

Andrew Kempe, P.L.S.
End of Description

Andrew Kempe
09/16/14

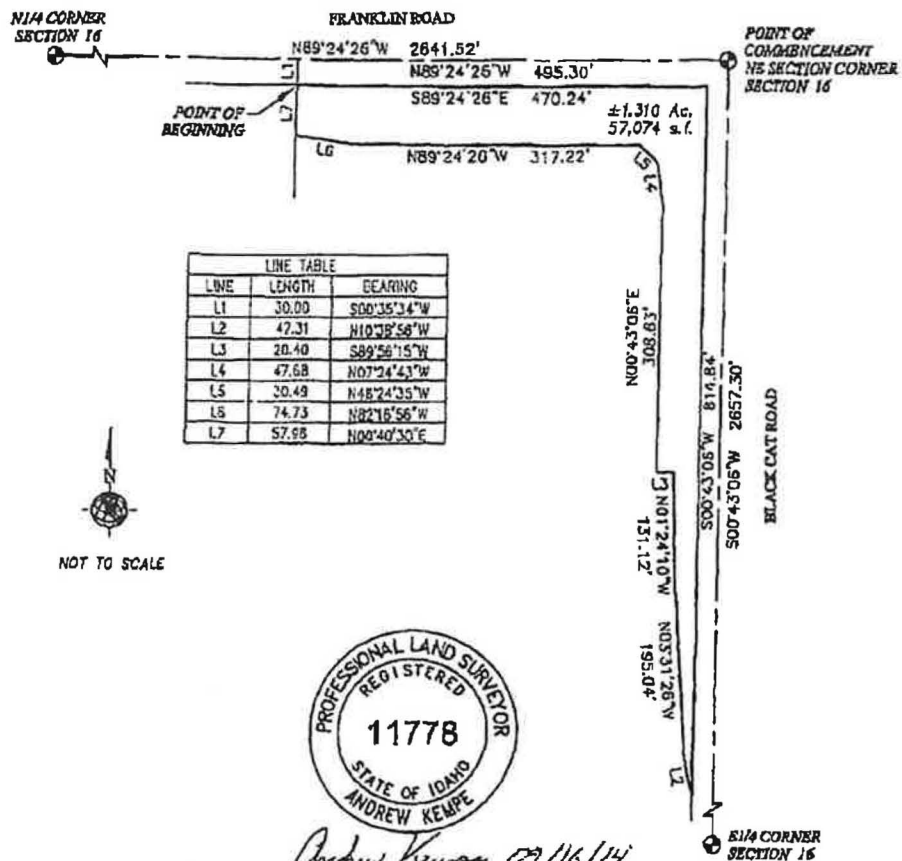


License No. 11778

EXHIBIT ±A≤

SKETCH FOR LEGAL EXHIBIT PARCEL 8 RIGHT OF WAY REQUIREMENT

A PARCEL OF LAND BEING A PORTION OF THE PARCEL
DESCRIBED IN SPECIAL WARRANTY DEED INSTRUMENT NO. 9281301
LOCATED IN THE NE1/4 NE1/4 OF SECTION 16, T. 3 N., R. 1 W., BOISE MERIDIAN,
ADA COUNTY, IDAHO
2014



WHPacific
3190 S Onyiah Street
Boise, ID 83703
208-342-3400 Fax 208-342-5353
www.whpacific.com

FURTHER LESS AND EXCEPTING:

PARCEL 1

A parcel of land located in the North East Quarter of the North East Quarter of Section 16, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Section Corner common to Sections 9, 10, 15 and 16 of said Township 3 North, Range 1 West, (from which point the North One Quarter Corner of said Section 16 bears North 89° 24' 22" West, 2641.42 feet distant);

Thence from said Section Corner, South 00°43' 09" West, a distance of 472.25 feet on the East line of said Section 16;

Thence South 89° 53' 15" West, a distance of 53.60 feet to a point on the westerly right of way line of South Black Cat Road, said point being the POINT OF BEGINNING;

Thence on the westerly right of way line of South Black Cat Road for the following courses and distances:

Thence South 01° 24' 15" East, a distance of 131.12 feet;

Thence South 03° 31' 20" East, a distance of 195.05 feet;

Thence South 10° 38' 53" East, a distance of 47.26 feet;

Thence South 00°43' 09" West, a distance of 3.88 feet to a point on the property line common to Parcels A and B, as shown on Record of Survey No. 10163 of Ada County Records;

Thence leaving the westerly right of way line of South Black Cat Road, North 89° 16' 51" West, a distance of 25.00 feet on the property line common to said Parcels A and B of said Record of Survey No. 10163, to a point being Station 206+74.24 at 47.64 feet left of the Construction Centerline of South Black Cat Road per Record of Survey No. 11258 of Ada County Records; Thence North 00° 50' 23" West, a distance of 367.59 feet to a point being Station 210+41.80 at 52.63 feet left of said Construction Centerline of South Black Cat Road;

Thence North 00° 43' 09" East, a distance of 8.20 feet to a point being Station 210+50, at 52.52 feet left of said Construction Centerline of South Black Cat Road;

Thence North 89° 56'15" East, a distance of 6.40 feet on the westerly right of way line of South Black Cat Road to the POINT OF BEGINNING

The above-described parcel contains 0.10 acres (4,455 square feet) more or less.

TOGETHER WITH all buildings, structures and improvements thereon, if any, water and water rights thereunto belonging or in anywise appertaining, including but not limited to State of Idaho Water Right Number 63-19582 and any rights of ways, easements, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, and the remainder and remainders thereof and the rents, issues and profits thereof (collectively the "Premises").

TO HAVE AND TO HOLD said Premises unto Grantee, its successors and assigns forever.

Grantor makes no covenants or warranties with respect to title to the Premises, express or implied, other than (i) that previous to the date of this instrument, Grantor has not conveyed the same estate or any right, title or interest therein to any person other than Grantee and (ii) Grantor hereby covenants with Grantee that the Premises at the execution of this instrument are free from all encumbrances done, made or suffered by Grantor or any person claiming under Grantor, SUBJECT TO all easements, restrictions, agreements or other matters of record or appearing from a survey or inspection of the Premises as of the date of this instrument or which would be disclosed by a survey or inspection of the Premises.

IN WITNESS WHEREOF, this Special Warranty Deed has been duly executed by Grantor or any person claiming under Grantor as of the day and year herein first above written.

GRANTOR:

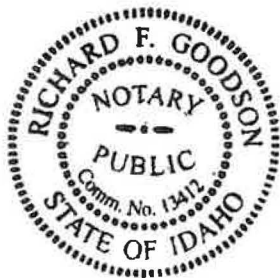
LaVerda H. Whiting
LaVerda H. Whiting, by and through her attorney-in-fact and agent, Cheryl W. Storrs

By: Cheryl W. Storrs
Cheryl W. Storrs, attorney-in-fact and agent for
LaVerda H. Whiting

STATE OF IDAHO)
) ss.
County of ADA)

On this 13th day of MARCH, 2025, before me, RICHARD F. GOODSON, a Notary Public in and for said state, personally appeared Cheryl W. Storrs, known or identified to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of LaVerda H. Whiting, and acknowledged to me that she subscribed the name of LaVerda H. Whiting thereto as principal and her own name as attorney-in-fact.

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



Richard F. Goodson

Notary Public

Resides: Boise, Idaho

My Commission Expires: OCTOBER 22, 2030

STATE OF IDAHO

CERTIFICATION OF VITAL RECORD

STATE OF IDAHO

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

ITEM 12B AMENDED 10/25/2012-KLA
#27d interval amended 10-26-2012 kms
DATE FILED BY STATE REGISTRAR:

State of Idaho CERTIFICATE OF DEATH

STATE FILE NO. 2012-09014

10/11/2012

ONLY A COPY OF THIS DOCUMENT, CERTIFIED BY THE STATE REGISTRAR WITH THE DEPARTMENT OF HEALTH AND WELFARE, SHALL BE USED AS PROOF OF DEATH OR FOR ANY OTHER PURPOSE.

Local Reg. No.

DECEDENT	1. DECEASED'S LEGAL NAME (Include AKA's if any) (First, Middle, Last, Suffix) LEROY MERRILL WHITING		2. SEX MALE	3. SOCIAL SECURITY NUMBER [REDACTED]
TYPE OR PRINT IN PERMANENT BLACK INK DO NOT USE FELT TIP PEN FOR INSTRUCTIONS SEE HANDBOOKS	4a. AGE Last Birthday 84 (Years)		4b. UNDER 1 YEAR Months: 00 Days: 00 Hours: 00 Minutes: 00	
	4c. UNDER 1 DAY Hours: 00 Minutes: 00 Seconds: 00		5. DATE OF BIRTH (Mo/Day/Yr) 06/07/1928	
	6. BIRTHPLACE (City and State, Territory, or Foreign Country) POCATELLO, IDAHO			
	7a. RESIDENCE - STATE OR FOREIGN COUNTRY IDAHO		7b. COUNTY ADA	
	7c. CITY OR TOWN MERIDIAN		7d. APT. NO. 83642	7e. ZIP CODE 83642
	7f. STREET AND NUMBER 4925 W. FRANKLIN ROAD		7g. INSIDE CITY LIMITS? ☒ Yes ☐ No	
	8. MARITAL STATUS AT TIME OF DEATH ☒ Married ☐ Never married ☐ Widowed ☐ Divorced ☐ Re-married ☐ Unknown		9. SURVIVING SPOUSE'S NAME (If wife, give maiden name) LAVERDA HODGES	
PARENTS	10. EVER IN U.S. ARMED FORCES? ☒ Yes ☐ No		11a. FATHER'S NAME (First, Middle, Last, Suffix) FORRES WHITING	
	11b. BIRTHPLACE (City, State, Territory, or Foreign Country) UTAH		12a. BIRTHPLACE (City, State, Territory, or Foreign Country) UNKNOWN IDAHO	
	12b. MOTHER'S MAIDEN NAME (First, Middle, Last, Suffix) MARGREY BUTTERFIELD		12c. BIRTHPLACE (City, State, Territory, or Foreign Country) UNKNOWN IDAHO	
INFORMANT	13a. INFORMANT'S NAME (Type or print) LAVERDA WHITING		13b. RELATIONSHIP TO DECEDENT SPOUSE	
	13c. MAILING ADDRESS (Street and Number, City, State, Zip Code) 4925 W. FRANKLIN ROAD MERIDIAN, ID 83642			
DISPOSITION	14. METHOD OF DISPOSITION ☒ Burial ☐ Cremation ☐ Donation ☐ Entombment ☐ Removal from Idaho ☐ Other (Specify)		15. PLACE OF DISPOSITION (Name and address of cemetery, crematory, other place) IDAHO STATE VETERANS CEMETERY 10100 NORTH HORSESHOE BEND ROAD BOISE, IDAHO 83714	
	16. NAME AND COMPLETE ADDRESS OF FUNERAL FACILITY ZEYER FUNERAL CHAPEL 83 NORTH MIDLAND BLVD NAMPA, IDAHO 83651			
PLACE OF DEATH	17a. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH ELECTRONICALLY FILED: PERRY L. ZEYER		17b. LICENSE NUMBER (Of licensee) M0749	
	18. WAS CORONER CONTACTED DUE TO CAUSE OF DEATH? ☒ Yes ☐ No			
DATE OF DEATH	19a. IF DEATH OCCURRED IN A HOSPITAL: ☐ Inpatient ☐ ER/Outpatient ☐ DCA ☐ Hospice facility ☐ Nursing home/long term care facility ☐ Decedent's home ☐ Other (Specify)		19b. IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL: ☐ Hospice facility ☐ Nursing home/long term care facility ☐ Decedent's home ☐ Other (Specify)	
	20. FACILITY NAME (If not facility, give street and number) 4925 W FRANKLIN ROAD		21. CITY, TOWN, OR LOCATION OF DEATH, AND ZIP CODE MERIDIAN, ID 83642	
CAUSE OF DEATH	22. COUNTY OF DEATH ADA		23. DATE OF DEATH (Mo/Day/Yr) (Spell month) Estimated 10/05/2012 - 10/06/2012	
	24. TIME OF DEATH (24hr) Estimated 23:00 - 00:10		25. DATE PRONOUNCED DEAD (Mo/Day/Yr) (Spell month) October 6, 2012	
CAUSE OF DEATH	26. TIME PRONOUNCED DEAD (24hr) 02:55		27. CAUSE OF DEATH	
	28. IMMEDIATE CAUSE (Final disease or condition resulting in death) MYOCARDIAL INFARCTION		29. APPROXIMATE INTERVAL ONSET TO DEATH 6 MINUTES	
CAUSE OF DEATH	30. DUE TO (or as a consequence of): HYPERTENSION		31. 12 YEARS	
	32. DUE TO (or as a consequence of): MENINGIOMA RIGHT PARIETAL LOBE		33. 55-60 YEARS	
CAUSE OF DEATH	34. DUE TO (or as a consequence of):			
	35. DUE TO (or as a consequence of):			
CAUSE OF DEATH	36. PART II. Enter other significant conditions contributing to death but not resulting in the underlying cause given in Part I		37. WAS AN AUTOPSY PERFORMED? ☐ Yes ☒ No	
	38. DID TOBACCO USE CONTRIBUTE TO DEATH? ☐ Yes ☐ Probably ☒ No ☐ Unknown		39. IF FEMALE (Aged 15-54): ☐ Not pregnant within past year ☐ Not pregnant, but pregnant 43 days to 1 year before death ☐ Pregnant at time of death ☐ Not pregnant, but pregnant within 42 days of death ☐ Unknown if pregnant within the past year	
CAUSE OF DEATH	40. DATE OF INJURY (Mo/Day/Yr) (Spell month) 32. DATE OF INJURY (Mo/Day/Yr) (Spell month)		41. TIME OF INJURY (24hr) 33. TIME OF INJURY (24hr)	
	42. PLACE OF INJURY (Decedent's home, farm, street, construction site, nursing home, restaurant, forest, etc.) 34. PLACE OF INJURY (Decedent's home, farm, street, construction site, nursing home, restaurant, forest, etc.)		43. INJURY AT WORK? ☐ Yes ☒ No	
CAUSE OF DEATH	44. LOCATION OF INJURY: State _____ City/Town or County _____ Zip Code _____		45. DESCRIBE HOW INJURY OCCURRED. IF TRANSPORTATION INJURY, STATE THE TYPE(S) OF VEHICLE(S) INVOLVED (Automobile, pickup, motorcycle, ATV, bicycle, etc.) SPECIFY WHICH VEHICLE DECEDENT OCCUPIED, IF APPLICABLE	
	46. TRANSPORTATION INJURY ONLY: ☐ Pedestrian ☐ Driver/Operator ☐ Passenger ☐ Other (Specify)		47. WHAT SAFETY DEVICES(S) DID DECEDENT USE/EMPLOY? ☐ Seat belt ☐ Child safety seat ☐ Helmet ☐ Air bag ☐ None ☐ Unknown	
CAUSE OF DEATH	48. CERTIFIER (Check only one, based on official capacity for this certificate) ☒ PHYSICIAN ☐ PHYSICIAN ASSISTANT ☐ CORONER ☐ ADVANCED PRACTICE PROFESSIONAL NURSE		49. LICENSE NUMBER 15806	
	50. SIGNATURE AND Title of Certifier: ELECTRONICALLY SIGNED: GIANNANTONIO GIULIANI, M.D.		51. DATE SIGNED 10 / 10 / 2012	
CAUSE OF DEATH	52. NAME, ADDRESS, AND ZIP CODE OF CERTIFIER (Type or print) GIANNANTONIO GIULIANI, 500 WEST FORT STREET ROISE, ID 83702		53. REGISTRAR'S SIGNATURE JAMES B. AYDELOTTE	
	54. REGISTRAR'S SIGNATURE JAMES B. AYDELOTTE		55. DATE SIGNED 10 / 11 / 2012	

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: **OCT 26 2012**

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

JAMES B. AYDELOTTE
STATE REGISTRAR

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

DURABLE POWER OF ATTORNEY**OF****LaVERDA H. WHITING**

I, **LaVerda H. Whiting**, of 2868 S. Beartooth Place, Meridian, Idaho 83642, h. (208) 888-4577, c. (208) 272-1759, designate and appoint the following persons to serve, in the order of priority listed, as my attorney-in-fact and agent (subsequently called "agent") to act in my name and for my benefit:

Agent: **Cheryl W. Storrs**, of 4925 W. Franklin Road, Meridian, Idaho 83642, (208) 283-1167.

First Alternate Agent: **Keith R. Whiting**, of 1356 N. Tumbler Way, Kuna, Idaho 83634, (208) 922-9880, c. (208) 392-5492.

Second Alternate Agent: **Kim A. Whiting**, of P.O. Box 8544, Keaau, Hawaii 96749, (808) 446-0078.

Third Alternate Agent: **Kim A. Whiting's** nominee.

1. Effectiveness. This power of attorney shall only become effective upon my disability or incapacity, making me incapable of effectively managing my own affairs, or upon receipt by the attorney-in-fact of a written notarized statement from me that this power of attorney shall be effective immediately. Disability or incapacity shall be evidenced by either a judgment or decree of a court of competent jurisdiction, or by a written statement made by my then regularly attending physician or by another qualified physician on the certificate attached to this power of attorney (or in a similar separate statement which finds me incapable of effectively managing my own affairs). If this power of attorney is activated by me to be effective immediately by the delivery of a notarized statement, it shall continue through any disability or incompetence of mine. Following such judgment, notarized statement, decree, or certification, this power of attorney shall continue in effect until a court of competent jurisdiction adjudges me to no longer be disabled or incapacitated at law, or the then regularly attending physician or another qualified physician certifies that the disability has abated, or I thereafter revoke in writing the notarized statement or this power of attorney.

2. General Grant of Power. In my name and on my behalf, and immediately upon this Power of Attorney being effective under Section 1 above, my agent shall have power to exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereafter acquire, relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or hereafter acquired by me, including, without limitation, the powers specifically enumerated in this instrument. Generally, my agent shall have power to do

and perform all matters, transact all business, and make, execute and acknowledge all contracts, orders, deeds, mortgages, leases, assignments, assurances, and instruments of every kind which may be requisite or proper to effectuate the purposes of this durable power of attorney.

3. Specific Powers. Without in any way limiting the generality of the power and authority conferred upon my agent by this instrument, my agent shall have and may exercise each of the following specific powers in my name and on my behalf:

a. Power to Acquire and Sell. To acquire, purchase, exchange, grant options and sell, assign, release, convey, mortgage, encumber, hypothecate, lease, and accept and take possession of securities, real and personal property, and all other property of mine, both tangible and intangible, upon such terms, conditions and covenants as my agent shall deem proper and to sign, seal, execute and deliver and acknowledge such deeds, leases, contracts, assignments, indentures, agreements, mortgages, deeds of trust, bills of sale, security agreements and related forms, exchange agreements, bills, bonds, notes, receipts, releases and satisfactions of mortgages, security interests, and judgments, and such other instruments in writing as shall be proper.

b. Borrowing and Banking Powers. To borrow money on my behalf and to sign, seal, execute, deliver and acknowledge on my behalf such promissory notes, bills, bonds, or other evidence of indebtedness such as mortgages, deeds of trust, security agreements, pledges, or other documents to secure the payment of borrowed funds as my agent shall deem proper. To make, receive, and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit, in banks, savings and loan associations, and other financial institutions, and to release such mortgages, deeds of trust, or other security instruments as may be necessary or proper in the exercise of the rights and powers herein granted.

c. Powers of Collection and Payment. To forgive, request, demand, sue for, recover, collect, receive and hold all sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement, social security, medicare, insurance, and other contractual benefits and proceeds, all documents of title, all property and property rights, real or personal, intangible and tangible, and demands whatsoever, liquidated or unliquidated, now or hereafter owned by, or due, owing, payable or belonging to, me or in which I have or may hereafter acquire an interest; to have, use, and take all lawful means and equitable and legal remedies and proceedings in my name and for the collection and recovery thereof including the enforcement of mortgages, deeds of trust and security instruments, and to adjust, sell, compromise, and agree for the same, and to execute and deliver for me, on my behalf, and in my name, all endorsements, releases, receipts, or other sufficient discharges for the same. To pay and discharge all debts and demands due and payable or which may hereafter become due and payable by me to any person or persons whomsoever.

d. Management Powers. To maintain, repair, improve, invest, manage, insure, rent, lease, encumber, partition and in any manner deal with any real or personal property, tangible or intangible, or any interest therein, that I now own or may hereafter acquire, upon such

terms and conditions as my agent shall deem proper, and to transfer any or all of my assets to the trustee of any revocable living trust which I may have created.

e. Motor Vehicles. To apply for a certificate of title upon, and endorse and transfer title to, any motor vehicle, and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all encumbrances except those specifically set forth in such transfer assignment.

f. Business Interest. To conduct or participate in any lawful business of whatever nature; to execute partnership agreements and amendments thereto; to incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; to elect or employ officers, directors and agents; to carry out the provisions of any agreement for the sale of any business interest or the stock therein; and to exercise voting rights with respect to stock, either in person or by proxy, and exercise stock options.

g. Tax Powers. To represent me in all tax matters; to prepare, sign, and file federal, state, and/or local income, gift and other tax returns of all kinds, including, where appropriate, joint returns, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time to file returns and/or pay taxes, extensions and waivers of applicable periods of limitation, protests and petitions to administrative agencies or courts, including the tax court, regarding tax matters, and any and all other tax related documents, including but not limited to consents and agreements under Section 2032A of the Internal Revenue Code or any successor section thereto and consents to split gifts, closing agreements, and any power of attorney form required by the Internal Revenue Service and/or any state and/or local taxing authority with respect to any tax year; to pay taxes due, collect and make such disposition of refunds as my agent shall deem appropriate, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service and/or any state and/or local taxing authority; to exercise any elections I may have under federal, state or local tax law; to allocate any generation-skipping tax exemption to which I am entitled and generally to represent me or obtain professional representation for me in all tax matters and proceedings of all kinds and for all periods before all officers of the Internal Revenue Service and state and local authorities and in any and all courts; to engage, compensate and discharge attorneys, accountants and other tax and financial advisers and consultants to represent and/or assist me in connection with any and all tax matters involving or in any way related to me or any property in which I have or may have an interest or responsibility.

h. Safe Deposit Boxes. To have access at any time or times to any safe deposit box rented by me, where ever located, and to remove all or any part of the contents thereof, and to surrender or relinquish said safe deposit box, and any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my agent to exercise this power.

i. Gifting Powers. To make gifts outright, in trust or to a custodian, on my behalf to any of the following: my spouse, my lineal and legally adopted descendants, to any spouse of such descendants, or to organizations described in Sections 170(b)(1)(A), 170(c),

2055(a) and 2522(a) of the Internal Revenue Code, as amended (the "Code") to the full extent that I may make gifts; and to also make gifts consistent with but not limited my previous gifting activity. This power shall include the power to make such gifts to, or from, any account, guardianship estate, custodianship or trust estate from which, or to which, I could make such gifts, and the power to cause the custodian, guardian or trustee to do so, or accept such gifts. If the property, however, is subject to trust, then this power may only be exercised in a manner whereby the trustee distributes the property to me so that I (or my legal guardian or attorney-in-fact) may independently use such property for such gifting purposes. The power to make gifts shall include the power to make gifts to a tuition savings account or prepaid tuition plan as defined under §529 of the Code ("529 Account") for the benefit of a permitted donee pursuant to this Article (without regard to who is the account owner of or responsible person for such account), or to an Education IRA for the benefit of such individual.

Notwithstanding the foregoing terms of this sub-section (i), in the event my agent and attorney-in-fact is a permissible recipient of gifts hereunder and desires to make a gift to him or herself, no such gifts may be made unless all of my then living children consent to such gift.

4. Additional Powers Only When Spouse is Agent. If and only if my agent is my spouse, my agent shall also have the power to: create, amend, revoke or terminate an inter vivos trust on my behalf; create or change rights of survivorship; create or change a beneficiary designation; and to waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.

5. Revocability. This power of attorney is revocable, provided, that insofar as any governmental agency, bank, trust company, insurance company, transfer agent, or other person shall rely upon this power, this power may be revoked only by a notice in writing executed by me or my agent and delivered to such person or institution.

6. Interpretation. This instrument is to be constructed and interpreted as a durable power of attorney. The enumeration of specific powers herein is not intended to, nor does it, limit or restrict the general powers herein granted to my agent.

7. Third-Party Reliance. Third parties may rely upon the representations of my agent as to all matters relating to any power granted to my agent, and no person who may act in reliance upon the representations of my agent or the authority granted to my agent shall incur any liability to me or my estate as a result of permitting my agent to exercise any power.

8. Disability of Principal. This Durable Power of Attorney shall not be affected by disability of the principal.

9. Nomination of Conservator. If it becomes necessary for a court to appoint a conservator of my estate, I nominate my designated agent named in this instrument, to serve in the order of priority named in this instrument, as my conservator.

IN WITNESS WHEREOF, I have executed this Durable Power of Attorney this 25
day of April, 2016.

LaVerda H. Whiting
LaVerda H. Whiting, Principal

STATE OF IDAHO)
) ss.
County of Ada)

On this 25 day of April, 2016, before me, the undersigned, a Notary Public in and for the state, personally appeared **LaVerda H. Whiting**, known to me to be the person whose name is subscribed to the within Durable Power of Attorney and acknowledged to me that she executed the 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.




Notary Public for Idaho
Residing at Boise Idaho
My commission expires 12/26/2021

DURABLE POWER OF ATTORNEY

OF

LaVERDA H. WHITING

I, **LaVerda H. Whiting**, of 2868 S. Beartooth Place, Meridian, Idaho 83642, h. (208) 888-4577, c. (208) 272-1759, designate and appoint the following persons to serve, in the order of priority listed, as my attorney-in-fact and agent (subsequently called "agent") to act in my name and for my benefit:

Agent: **Cheryl W. Storrs**, of 4925 W. Franklin Road, Meridian, Idaho 83642, (208) 283-1167.

First Alternate Agent: **Keith R. Whiting**, of 1356 N. Tumbler Way, Kuna, Idaho 83634, (208) 922-9880, c. (208) 392-5492.

Second Alternate Agent: **Kim A. Whiting**, of P.O. Box 8544, Keaau, Hawaii 96749, (808) 446-0078.

Third Alternate Agent: **Kim A. Whiting's** nominee.

1. Effectiveness. This power of attorney shall only become effective upon my disability or incapacity, making me incapable of effectively managing my own affairs, or upon receipt by the attorney-in-fact of a written notarized statement from me that this power of attorney shall be effective immediately. Disability or incapacity shall be evidenced by either a judgment or decree of a court of competent jurisdiction, or by a written statement made by my then regularly attending physician or by another qualified physician on the certificate attached to this power of attorney (or in a similar separate statement which finds me incapable of effectively managing my own affairs). If this power of attorney is activated by me to be effective immediately by the delivery of a notarized statement, it shall continue through any disability or incompetence of mine. Following such judgment, notarized statement, decree, or certification, this power of attorney shall continue in effect until a court of competent jurisdiction adjudges me to no longer be disabled or incapacitated at law, or the then regularly attending physician or another qualified physician certifies that the disability has abated, or I thereafter revoke in writing the notarized statement or this power of attorney.

2. General Grant of Power. In my name and on my behalf, and immediately upon this Power of Attorney being effective under Section 1 above, my agent shall have power to exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereafter acquire, relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or hereafter acquired by me, including, without limitation, the powers specifically enumerated in this instrument. Generally, my agent shall have power to do

and perform all matters, transact all business, and make, execute and acknowledge all contracts, orders, deeds, mortgages, leases, assignments, assurances, and instruments of every kind which may be requisite or proper to effectuate the purposes of this durable power of attorney.

3. Specific Powers. Without in any way limiting the generality of the power and authority conferred upon my agent by this instrument, my agent shall have and may exercise each of the following specific powers in my name and on my behalf:

a. Power to Acquire and Sell. To acquire, purchase, exchange, grant options and sell, assign, release, convey, mortgage, encumber, hypothecate, lease, and accept and take possession of securities, real and personal property, and all other property of mine, both tangible and intangible, upon such terms, conditions and covenants as my agent shall deem proper and to sign, seal, execute and deliver and acknowledge such deeds, leases, contracts, assignments, indentures, agreements, mortgages, deeds of trust, bills of sale, security agreements and related forms, exchange agreements, bills, bonds, notes, receipts, releases and satisfactions of mortgages, security interests, and judgments, and such other instruments in writing as shall be proper.

b. Borrowing and Banking Powers. To borrow money on my behalf and to sign, seal, execute, deliver and acknowledge on my behalf such promissory notes, bills, bonds, or other evidence of indebtedness such as mortgages, deeds of trust, security agreements, pledges, or other documents to secure the payment of borrowed funds as my agent shall deem proper. To make, receive, and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit, in banks, savings and loan associations, and other financial institutions, and to release such mortgages, deeds of trust, or other security instruments as may be necessary or proper in the exercise of the rights and powers herein granted.

c. Powers of Collection and Payment. To forgive, request, demand, sue for, recover, collect, receive and hold all sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement, social security, medicare, insurance, and other contractual benefits and proceeds, all documents of title, all property and property rights, real or personal, intangible and tangible, and demands whatsoever, liquidated or unliquidated, now or hereafter owned by, or due, owing, payable or belonging to, me or in which I have or may hereafter acquire an interest; to have, use, and take all lawful means and equitable and legal remedies and proceedings in my name and for the collection and recovery thereof including the enforcement of mortgages, deeds of trust and security instruments, and to adjust, sell, compromise, and agree for the same, and to execute and deliver for me, on my behalf, and in my name, all endorsements, releases, receipts, or other sufficient discharges for the same. To pay and discharge all debts and demands due and payable or which may hereafter become due and payable by me to any person or persons whomsoever.

d. Management Powers. To maintain, repair, improve, invest, manage, insure, rent, lease, encumber, partition and in any manner deal with any real or personal property, tangible or intangible, or any interest therein, that I now own or may hereafter acquire, upon such

terms and conditions as my agent shall deem proper, and to transfer any or all of my assets to the trustee of any revocable living trust which I may have created.

e. Motor Vehicles. To apply for a certificate of title upon, and endorse and transfer title to, any motor vehicle, and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all encumbrances except those specifically set forth in such transfer assignment.

f. Business Interest. To conduct or participate in any lawful business of whatever nature; to execute partnership agreements and amendments thereto; to incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; to elect or employ officers, directors and agents; to carry out the provisions of any agreement for the sale of any business interest or the stock therein; and to exercise voting rights with respect to stock, either in person or by proxy, and exercise stock options.

g. Tax Powers. To represent me in all tax matters; to prepare, sign, and file federal, state, and/or local income, gift and other tax returns of all kinds, including, where appropriate, joint returns, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time to file returns and/or pay taxes, extensions and waivers of applicable periods of limitation, protests and petitions to administrative agencies or courts, including the tax court, regarding tax matters, and any and all other tax related documents, including but not limited to consents and agreements under Section 2032A of the Internal Revenue Code or any successor section thereto and consents to split gifts, closing agreements, and any power of attorney form required by the Internal Revenue Service and/or any state and/or local taxing authority with respect to any tax year; to pay taxes due, collect and make such disposition of refunds as my agent shall deem appropriate, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service and/or any state and/or local taxing authority; to exercise any elections I may have under federal, state or local tax law; to allocate any generation-skipping tax exemption to which I am entitled and generally to represent me or obtain professional representation for me in all tax matters and proceedings of all kinds and for all periods before all officers of the Internal Revenue Service and state and local authorities and in any and all courts; to engage, compensate and discharge attorneys, accountants and other tax and financial advisers and consultants to represent and/or assist me in connection with any and all tax matters involving or in any way related to me or any property in which I have or may have an interest or responsibility.

h. Safe Deposit Boxes. To have access at any time or times to any safe deposit box rented by me, where ever located, and to remove all or any part of the contents thereof, and to surrender or relinquish said safe deposit box, and any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my agent to exercise this power.

i. Gifting Powers. To make gifts outright, in trust or to a custodian, on my behalf to any of the following: my spouse, my lineal and legally adopted descendants, to any spouse of such descendants, or to organizations described in Sections 170(b)(1)(A), 170(c),

2055(a) and 2522(a) of the Internal Revenue Code, as amended (the "Code") to the full extent that I may make gifts; and to also make gifts consistent with but not limited my previous gifting activity. This power shall include the power to make such gifts to, or from, any account, guardianship estate, custodianship or trust estate from which, or to which, I could make such gifts, and the power to cause the custodian, guardian or trustee to do so, or accept such gifts. If the property, however, is subject to trust, then this power may only be exercised in a manner whereby the trustee distributes the property to me so that I (or my legal guardian or attorney-in-fact) may independently use such property for such gifting purposes. The power to make gifts shall include the power to make gifts to a tuition savings account or prepaid tuition plan as defined under §529 of the Code ("529 Account") for the benefit of a permitted donee pursuant to this Article (without regard to who is the account owner of or responsible person for such account), or to an Education IRA for the benefit of such individual.

Notwithstanding the foregoing terms of this sub-section (i), in the event my agent and attorney-in-fact is a permissible recipient of gifts hereunder and desires to make a gift to him or herself, no such gifts may be made unless all of my then living children consent to such gift.

4. Additional Powers Only When Spouse is Agent. If and only if my agent is my spouse, my agent shall also have the power to: create, amend, revoke or terminate an inter vivos trust on my behalf; create or change rights of survivorship; create or change a beneficiary designation; and to waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.

5. Revocability. This power of attorney is revocable, provided, that insofar as any governmental agency, bank, trust company, insurance company, transfer agent, or other person shall rely upon this power, this power may be revoked only by a notice in writing executed by me or my agent and delivered to such person or institution.

6. Interpretation. This instrument is to be constructed and interpreted as a durable power of attorney. The enumeration of specific powers herein is not intended to, nor does it, limit or restrict the general powers herein granted to my agent.

7. Third-Party Reliance. Third parties may rely upon the representations of my agent as to all matters relating to any power granted to my agent, and no person who may act in reliance upon the representations of my agent or the authority granted to my agent shall incur any liability to me or my estate as a result of permitting my agent to exercise any power.

8. Disability of Principal. This Durable Power of Attorney shall not be affected by disability of the principal.

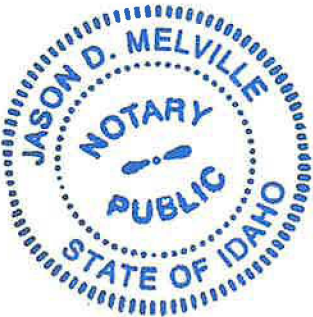
9. Nomination of Conservator. If it becomes necessary for a court to appoint a conservator of my estate, I nominate my designated agent named in this instrument, to serve in the order of priority named in this instrument, as my conservator.

IN WITNESS WHEREOF, I have executed this Durable Power of Attorney this 25
day of April, 2016.

LaVerda H. Whiting
LaVerda H. Whiting, Principal

[illegible]

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




Notary Public for Idaho
Residing at Boise, Idaho
My commission expires 12/26/2021

CERTIFICATE OF PHYSICIAN

The undersigned hereby certifies:

1. I am a physician licensed in the State of Idaho to practice medicine.
2. LaVERDA H. WHITING (the "Principal") has been examined by me and I find that the Principal is physically and/or mentally disabled or incapacitated in that the Principal is incapable of managing the Principal's own affairs.

Signature

Adam Schwind, DO
Print Name

1055 Curtis Rd
Boise Id 83706
(Address)

STATE OF IDAHO)
) ss.
COUNTY OF Ada)

I certify that I know or have satisfactory evidence that Adam Schwind DO is the person who appeared before me, and said person acknowledged that said person signed this instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 28 day of June, 18.



Print name: Fiona Prendergast
Notary public in and for the State of IDAHO,
residing at: Ada
My appointment expires 9/22/2018

Copy

When recorded mail to:

LeRoy M. & LaVerda H. Whiting
4925 W. Franklin Road
Meridian, ID 83642

9280995

LeRoy M. Whiting
ADA COUNTY, ID. FOR
J. DAVID NAVARRO
RECORDER BY *Jackson*
1500

'92 NOV 23 PM 2 34

This space reserved for recording information

MEMORANDUM RE: TRUST AND TRUSTEE'S POWERS

LeROY M. WHITING and LaVERDA H. WHITING, hereby certify and declare as follows:

1. LeROY M. WHITING and LaVERDA H. WHITING are the Grantors and are also the duly appointed and acting Co-Trustees of THE LeROY M. & LaVERDA H. WHITING TRUST, under revocable Trust Agreement dated effective the 1st day of October, 1992 (hereafter referred to as the "Trust Agreement").

2. The Trust Agreement provides that upon the resignation, death, or incapacity of either Co-Trustee, the remaining Co-Trustee continues to serve as sole Trustee. In the event of the resignation, death, or incapacity of both of the original Co-Trustees, the Successor Co-Trustees automatically succeed to the office of Trustee. The names of the Successor Co-Trustees are KIM A. WHITING and CHERYL W. STORRS, and if either of such persons shall at any time be unable or unwilling to act in such capacity DARL K. WHITING, as Alternate Successor Co-Trustee, automatically succeeds to the office of Co-Trustee to fill the vacancy.

3. That the following is a true and correct copy of the provisions of Paragraph 7.1 of Article 7 of the Trust Agreement:

ARTICLE 7 PROVISIONS RELATING TO TRUSTEE AND SUCCESSOR TRUSTEE

7.1 Powers of Trustee. In addition to, and not in limitation of, any powers conferred upon trustees by any applicable statute or general rules of law, Trustee shall have all of the powers, and is expressly authorized in Trustee's sole and absolute discretion to do and perform all of the acts and things which are more fully detailed and set forth upon the attachment to this Trust Agreement captioned "POWERS OF TRUSTEE", the provisions of which are by this reference incorporated herein and made a part hereof.

4. The following is a true and correct copy of the "POWERS OF TRUSTEE" attached to, and incorporated by reference in, the Trust Agreement pursuant to the provisions of said Paragraph 7.1 of Article 7:

* * * * *

POWERS OF TRUSTEE

1. **Retention of Existing Investments.** To retain and hold in or as a part of the trust estate any investment or other property acquired from Grantor or Grantor's estate, with full power, nevertheless, to change and vary the form of any investment from time to time as the Trustee shall deem best.

2. **Operation of Business Owned by Grantor.** To continue and operate any business owned by Grantor and to do all things deemed advisable in connection therewith, including the power to incorporate or otherwise change the form of the business and to put additional capital into it, as Trustee may deem best.

3. **Management and Operation of Real Estate.** To manage, operate, repair and improve, and to rent or lease, regardless of the length of the term, any real estate forming a part of the trust estate. Trustee shall have the power to do all things necessary or advisable in connection with the management and operation of any farm or ranch properties, and any natural resource properties.

4. **Investments.** To open and maintain accounts with stock brokerage firms, and to execute all documents necessary for the opening and maintenance thereof, and on behalf of the Trust to invest the trust estate in, and to buy, sell, and trade:

a. Stocks, bonds, notes, options (including puts and calls, and whether or not covered by like securities held in the brokerage account), and other securities of any nature (including short sales, and sales on margin), and for such purposes Trustee may maintain and operate margin accounts with brokers, and may borrow money from any brokerage firm and pledge any securities held or purchased by Trustee to such brokers as security for loans and advances made to the Trustee; and

b. Any other real or personal property, including (but not limited to) precious metals or stones, commodities and commodity interests, interests in oil, gas, and mineral wells, mines, and leases, shares or interests in investment trusts and common trust funds, leaseholds or undivided fractional interests in real estate, and interests in general or limited partnerships;

as Trustee may deem advisable, even though such investments may not be of the character generally deemed permissible for investments by fiduciaries. Investments need not be diversified and may be made or retained with a view to possible increase in value. Trustee may at any time hold cash or readily marketable securities of low yield for such period as Trustee may deem advisable.

5. **Exercise of Conversion Rights.** To exercise any rights and privileges to convert investments or other property into other investments or other property and to subscribe for additional securities, and to hold any assets so acquired as investments of the trust estate.

6. **Voting of Securities.** To vote in person or by proxy on any stocks or other securities held by Trustee.

7. **Registration of Securities or Property.** To cause to be registered in Trustee's name, individually or as Trustee, or in the name of a nominee, any securities or other property from time to time held by Trustee, or to take and keep them unregistered, and to retain them or any part thereof in such condition that they will pass by delivery.

8. **Corporate Transactions.** To join in, or to dissent from and to oppose, the reorganization, recapitalization, consolidation, sale or merger of corporations or properties in which Trustee may be interested as Trustee upon such terms and conditions as Trustee may deem wise, and to accept any securities which may be issued upon any such reorganization, recapitalization, consolidation, sale or merger, and thereafter to hold the same.

9. **Purchase, Sale and Disposition of Property.** To purchase, sell, exchange, convey or dispose of, or to acquire or grant options with respect to, any property, real or personal, and any purchase or sale may be made by private contract or by public auction, and for cash or upon credit, or partly for cash and partly upon credit, as Trustee may deem best, and no person dealing with Trustee shall be bound to see to the application of any monies paid.

10. **Right to Borrow and Provide Security.** To borrow money from any financial institution or source of financing deemed appropriate by Trustee, for any purpose connected with the protection, preservation or improvement of the trust estate, whenever in Trustee's judgment advisable, and as security therefor to mortgage or pledge any property forming a part of the trust estate upon such terms and conditions as Trustee may deem advisable.

11. **Right to Make Conveyances and Encumbrances.** To make, execute, acknowledge and deliver any and all deeds, leases, and assignments and other legal instruments necessary or proper to carry out the provisions of this Agreement; and to pledge, mortgage and encumber any and all assets of the trust estate for any purpose, at any time, from time to time, on any terms and in any manner as the Trustee may, in Trustee's sole discretion, deem advisable and appropriate; and to pledge or encumber assets of the trust estate to collateralize the loans and other obligations of any Grantor or other beneficiary hereunder and/or to act as guarantor on such loans and obligations of any Grantor or other beneficiary hereunder.

12. **Loans to Grantor's Estate.** To lend funds of the trust estate to Grantor's estate, upon such terms and conditions as Trustee shall approve.

13. **Life Insurance Policies.** To acquire as an asset of the trust estate one or more life insurance policies on the lives of any persons to whom the income of the trust is then payable, or on the life of any person in whom such income beneficiary has an insurable interest, from such companies and in such amounts as Trustee may deem advisable; to pay premiums on all policies, from income or principal or both (other than income or principal of the Survivor's Trust, if any such Trust be established hereunder), as Trustee may determine and any such insurance shall be payable to, and all incidents of ownership shall be vested in, Trustee.

14. **Insurance Proceeds; Options.** To permit the proceeds of any insurance policy payable to Trustee, or any part of such proceeds, to remain with the company under any option available under the terms of such policy, and Trustee shall not be liable for any loss resulting to the trust estate by reason of having permitted such retention.

15. **Establishment of Reserves.** To establish, from rents, profits and other income, such reserves for taxes, assessments, insurance, repairs, improvements, depreciation

and maintenance of buildings and other property, as Trustee shall deem advisable and consistent with the purposes of Grantor.

16. **Distribution in Cash or Property.** Except as otherwise expressly provided elsewhere herein, to make any division or distribution in cash or in kind, or partly in cash and partly in kind, on the basis of market values at the time of such division or distribution, of if there be no recognized market value, at the fair value thereof. Any determination of recognized market value or fair value of any security or property made by Trustee for the purposes hereof shall be deemed presumptively correct.

17. **Payment of Expenses.** To pay any and all expenses, costs, fees (including Trustee's own fees), taxes, penalties or other charges and except as otherwise expressly provided herein to charge the same against principal or income or partly against the principal and partly against the income of the whole or any part of any trust.

18. **Allocations Between Principal and Income.** To determine, in case of doubt, how any money or other property received, or any gain or loss realized or incurred, shall be allocated as between income and principal, and to apportion between income and principal any loss or expenditure in connection with the trust estate, as Trustee may deem just, except that: (1) in the case of securities purchased at a discount the entire subsequent sale price or maturity value shall be credited to principal; (2) in the case of securities purchased at a premium, the premium shall be charged against principal without amortizing the same.

19. **Reliance on Furnished Information.** To rely upon any information, affidavit, certificate, letter, notice, telegram, or other document, or upon any telephone conversation believed by Trustee to be genuine and sufficient.

20. **Employment of Others.** To employ agents, attorneys and other persons whose services may be required in the administration of the trust estate and to pay them reasonable compensation.

21. **Arbitration of Differences.** To submit to final arbitration any matter of difference with others.

22. **Settlement and Enforcement of Claims.** To compromise, compound and settle any obligation due to or from the trust estate (including Grantor's estate where appropriate); to reduce the rate of interest on, and to extend or otherwise modify, or to foreclose upon default or otherwise enforce, any such obligation; to enforce or to abstain from the enforcement of any right, obligation or claim; and to abandon, if in Trustee's absolute discretion Trustee shall deem it advisable, any property, real or personal, which may at any time form a part of the trust estate and of the beneficiaries thereof, either before or after default.

23. **Depositories and Investment of Cash.** To create and maintain and invest in savings accounts, checking accounts, certificates of deposit, money market funds, and all other forms of cash reserves and deposits, including safety deposit boxes, whether or not interest bearing, and to maintain said cash accounts and reserves with any institution or depository deemed appropriate by the Trustee. If the office of Trustee is held by Co-Trustees, and all Co-Trustees shall so instruct the depository, checks and withdrawals may be signed and made by any one Co-Trustee without the co-signature of any other Co-Trustee. Such accounts and deposits shall be titled in the name or names designated by the Trustee.

24. **Deputy Trustees.** To appoint a Deputy Trustee or Deputy Trustees, to function as would the Trustee in connection with any cash accounts or reserves including the authority to make deposits to and withdrawals from such cash accounts and reserves. All Deputy

Trustees shall serve at the pleasure of the Trustee, and may be removed from office by the Trustee at any time, for any reason deemed sufficient by the Trustee.

25. **Estimates of Value of Trust Estate Assets.** Whenever Trustee is required to determine the value of the trust estate, or any portion thereof, for the purpose of dividing the same into shares for any purpose, or for the purpose of determining the amount of cash or property to be distributed to a beneficiary who is entitled to receive a certain fractional portion of the trust estate, Trustee may estimate the value of trust estate assets based upon such information as shall be available to, and deemed reliable by, the Trustee, unless the Trust Agreement expressly requires that valuations for Federal Estate Tax purposes be utilized by Trustee. Unless Trustee deems such to be advisable, it shall not be necessary for Trustee to obtain independent appraisals of value. Trustee's estimate of value, so long as made in good faith, shall be conclusive and shall be binding upon all beneficiaries hereunder.

26. **Delegation of Powers to Certain Co-Trustees; Actions by a Majority of Co-Trustees.** Whenever the office of Trustee shall be held by Co-Trustees, the Co-Trustees may by unanimous written agreement delegate the authority and responsibility for exercise of certain of these powers, and the authority to perform certain duties and responsibilities of the Trustee (including but not limited to the signing of checks and the execution of any documents) to fewer than all of the Co-Trustees. If at any time the office of Trustee shall be held by more than two Co-Trustees, and such Co-Trustees shall be unable to agree with respect to any matter relating to the administration of this Trust, the decision of a majority of the Co-Trustees shall be controlling, and any document executed by a majority of the Co-Trustees shall be binding upon this Trust, its trust estate, and all beneficiaries hereunder.

* * * * *

5. No other provisions of said Trust Agreement vary, modify, or limit the provisions set forth herein.

DATED this 26 day of Oct., 1992.

LeRoy M. Whiting
LEROY M. WHITING
LaVerda H. Whiting
LAVERDA H. WHITING

STATE OF Idaho)
COUNTY OF Ada) ss.

On this 26 day of Oct., 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared LeROY M. WHITING and LaVERDA H. WHITING, known or identified to me to be the persons whose names are subscribed to the foregoing instrument individually and as Co-Trustees of THE LeROY M. & LaVERDA H. WHITING TRUST, and acknowledged to me that they executed the same individually and as such Co-Trustees.

Ralph L. Brownell
Notary Public for: Idaho
Residing at: Boise
Comm. Expires: 5/31/93

AFTER RECORDING RETURN TO:

LeRoy M. & LaVerda H. Whiting
4925 W. Franklin Road
Meridian, ID 83642

9281301
LeRoy M. Whiting
ADA COUNTY, ID. FOR
J. DAVID NAVARRO
RECORDER BY *Jackson*
900
'92 NOV 24 AM 10 56

SPECIAL WARRANTY DEED

GRANTOR:

LeROY M. WHITING and LaVERDA H. WHITING, husband and wife.

GRANTEE:

LeROY M. WHITING AND LaVERDA H. WHITING, AS CO-TRUSTEES OF
THE LeROY M. & LaVERDA H. WHITING TRUST UNDER TRUST
AGREEMENT DATED OCTOBER 1, 1992 AND THEIR SUBSTITUTES
AND SUCCESSORS AS TRUSTEE THEREUNDER.

GRANTEE'S ADDRESS FOR TAX PURPOSES:

4925 W. Franklin Road, Meridian, ID 83642.

DESCRIPTION OF REAL PROPERTY CONVEYED BY THIS DEED:

Situated in the County of Ada State of Idaho:

The real estate more particularly described upon Exhibit "A" attached hereto
and by this reference incorporated herein and made a part hereof.

RESERVING, HOWEVER, to Grantors, and to the survivor after the death
of either Grantor, a LIFE ESTATE to use and occupy the improvements
situated upon the above described property as and for Grantors' personal
residence. Such life estate shall continue so long as either of the Grantors
shall be living, unless earlier terminated upon the terms and conditions set
forth in the Trust Agreement of the above named Trust.

FOR GOOD AND SUFFICIENT CONSIDERATION, the above-named
Grantor does hereby GRANT and CONVEY unto the above-named Grantee, the real
property above described, together with the appurtenances. This deed is given for estate
planning purposes, without valuable consideration in cash or property, to vest title to the
property in a living trust established by Grantor parties.

Grantor WARRANTS that Grantor has good right and authority to execute and deliver this deed to the Grantee, and that Grantor is the owner in fee simple of said premises, subject only to those encumbrances of record, if any, which were made, suffered, or assumed by the Grantor.

The singular terms "Grantor" and "Grantee" as used in this instrument shall be construed to include the plural.

DATED: 11-23, 1992.

LeRoy M. Whiting
LeROY M. WHITING
LaVerda H. Whiting
LaVERDA H. WHITING

STATE OF Idaho)
COUNTY OF Ada)ss.

On this 23 day of Nov, 1992,
before me, a Notary Public in and for said State, personally appeared LeROY M. WHITING and LaVERDA H. WHITING, 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.

Ralph L. Crowell
Notary Public for: Idaho
Residing at: Boise
Comm. Expires: 5/31/93

EXHIBIT "A" TO SPECIAL WARRANTY DEED

LEGAL DESCRIPTION OF PROPERTY

The East three-eighths of the Northeast quarter of the Northeast quarter of Section 16, Township 3 North, Range 1 West, Boise-Meridian, Ada County, Idaho.

EXCEPT the South 440 feet thereof.

ALSO EXCEPT the Boise Valley Traction line.

ALSO EXCEPT ditch and road rights-of-way.

SUBJECT to that certain Mortgage in favor of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BOISE to secure an indebtedness of \$10,000.00 recorded November 19, 1963 as Instrument No. 570290 which buyers hereby agree to assume and pay according to the terms thereof.

ALSO SUBJECT to that certain Deed of Trust in favor of FIRST SECURITY BANK OF IDAHO, National Association, to secure an indebtedness of \$25,000.00 recorded June 28, 1979 as Instrument No. 7935464, which buyers hereby agree to assume and pay according to the terms thereof.



IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

April 09, 2025

THE LEROY M WHITING & LAVERDA H WHITING TRUST
4925 W FRANKLIN RD
MERIDIAN ID 83642-5351

Re: Change in Ownership for Water Right No(s): 63-19582

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)287-4921.

Sincerely,

Debra Mansfield
Technical Records Specialist 1

Enclosure(s)

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

4/8/2025

Water Right 63-19582

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	THE LEROY M WHITING & LAVERDA H WHITING TRUST 4925 W FRANKLIN RD MERIDIAN, ID 83642-5351 (208) 392-5492
Original Owner	LAVERDA H WHITING 4925 W FRANKLIN RD MERIDIAN, ID 83642 (208) 888-4577
Original Owner	LEROY M WHITING 4925 W FRANKLIN RD MERIDIAN, ID 83642 (208) 888-4577

Priority Date: 7/10/1945

Basis: Decreed

Status: Active

Source
GROUND WATER

Tributary

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
STOCKWATER	1/01	12/31	0.020 CFS	
DOMESTIC	1/01	12/31	0.040 CFS	
	<u>Total Diversion</u>		0.060 CFS	

Source and Point(s) of Diversion:

GROUND WATER NENE Sec. 16, Twp 03N, Rge 01W, ADA County

Place Of Use:

DOMESTIC within ADA County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03N	01W	16	X																

STOCKWATER within ADA County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03N	01W	16	X																

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

4/8/2025

Conditions of Approval:

- | | | |
|----|-----|---|
| 1. | N13 | THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY. |
| 2. | N11 | THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE. |
| 3. | C18 | 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. SECTION 42-1412(6), IDAHO CODE. |
| 4. | | PARCEL NO. S 1216110120 |

Dates and Other Information:

Decreed Date: 2/21/2000
Civil Case Number: 39576
Judicial District: FIFTH
State or Federal: S
Owner Name Connector: OR
Water District Number: TBD
Mitigation Plan: False

Combined Use Limits:

N/A

SubCase:

N/A

Water Supply Bank:

N/A

Hersley, Jean

From: Greg S <5253gps@gmail.com>
Sent: Friday, March 21, 2025 9:14 AM
To: IDWRInfo
Subject: Debra Mansfield RE: Water Right No: 63-19582
Attachments: Special Warranty Deed for Water Rights - 3-21-2025.pdf; LeRoy Merrill Whiting Death Certificate (front).pdf; LeRoy Merrill Whiting Death Certificate (back).pdf; Durable POA - LaVerda 04.25.16.PDF

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Dear Ms. Mansfield,

Attached you will find a Special Warranty Deed dated 13 March 2025 to satisfy the requirement of having a court decree after 2/21/2000.

I have also attached a copy of the death certificate for LeRoy M Whiting, and a copy of the document naming Cheryl W. Storrs Durable Power of Attorney, and Attorney-in-Fact and agent for for La Verda H. Whiting.

Please let me know if there is anything else you need.

Regards,

Greg Storrs
For Cheryl Whiting Storrs



IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098

Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

January 10, 2025

THE LEROY M WHITING & LAVERDA H WHITING TRUST
4925 W FRANKLIN RD
MERIDIAN ID 83642-5351

RE: Change in Ownership Water Right No: 63-19582

Dear Interested Parties:

The Department of Water Resources (Department) acknowledges receipt of your Notice of Change in Water Right Ownership (Notice).

Our review of your Notice indicates that additional information is required before the Department can process the change. The information required is indicated below:

- Evidence of Water Right Ownership: copy of Deed, Title Policy, Contract of Sale, or other legal document indicating your ownership of the property and/or water rights in question

On February 21, 2000 Water right 63-19582 was legally decreed to LaVerda H Whiting and LeRoy M Whiting. Any supporting documentation (deed, court order or legal conveyance document) used to complete an ownership change for this water right must be dated **after** the court decree date of 02/21/2000. *I have enclosed a copy of the decree for your reference.*

The warranty deed that was included in your supporting documentation is dated 11-23-1992 which predates the court's decree. The Department will need a new deed to proceed. Because LeRoy M Whiting has passed away the Department can use a copy of his death certificate to remove him from the water right. the Department will also need a quitclaim deed from LaVerda's acting Power of Attorney (Cheryl W Storrs acting for LaVerda H Whiting) conveying the water right from LaVerda H Whiting to the LeRoy M & LaVerda H Whiting Trust.

Because the Department cannot process the Notice without proper documentation, we will hold any action on your notice pending receipt of the necessary information. If we do not receive the necessary information within 30 days we will return your notice and all attachments and your notice will not be processed.

Also, please note that water right holders are required to report any change of ownership and/or mailing address to the Department within 120 days of the change. Forms to update ownership or update your address are available from any office of the Department or on the Department's website.

If you have any questions regarding this matter, please contact me at (208)287-4921.

Sincerely,

A handwritten signature in blue ink that reads "Debra Mansfield". The signature is written in a cursive, flowing style.

Debra Mansfield
Technical Records Specialist 1

Enclosure(s)