IDAHO DEPARTMENT OF WATER RESOURCES **5/10/2023**

Proof Report

Water Right 25-56F After Split

Owner Type	**Name and Address**
Current Owner	MAX COOPER 11801 N FERGUSON RD IDAHO FALLS, ID 83401 (208) 522-4583

Priority Date: 4/1/1874
Basis: Decreed
Status: Active

Source	**Tributary**
WILLOW CREEK	SNAKE RIVER

Beneficial Use	**From**	**To**	**Diversion Rate**	**Volume**
IRRIGATION	04/01	10/31	0.050 CFS	
	Total Diversion		0.050 CFS	

Source and Point(s) of Diversion:

WILLOW CREEK	SWSWNE	Sec. 19, Twp 03N, Rge 39E, BONNEVILLE County

Place Of Use:
IRRIGATION within BONNEVILLE County

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
03N	39E	11									1.7	1.0							2.7

POU Total Acres: 2.7

Conditions of Approval:

1.		Water diverted under this right is exchanged with water diverted from the Snake River via the Anderson Canal in the T03N R41E S05 NWSWSW. Water diverted under this right is used within the service area of the Progressive Irrigation District.
2.	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.

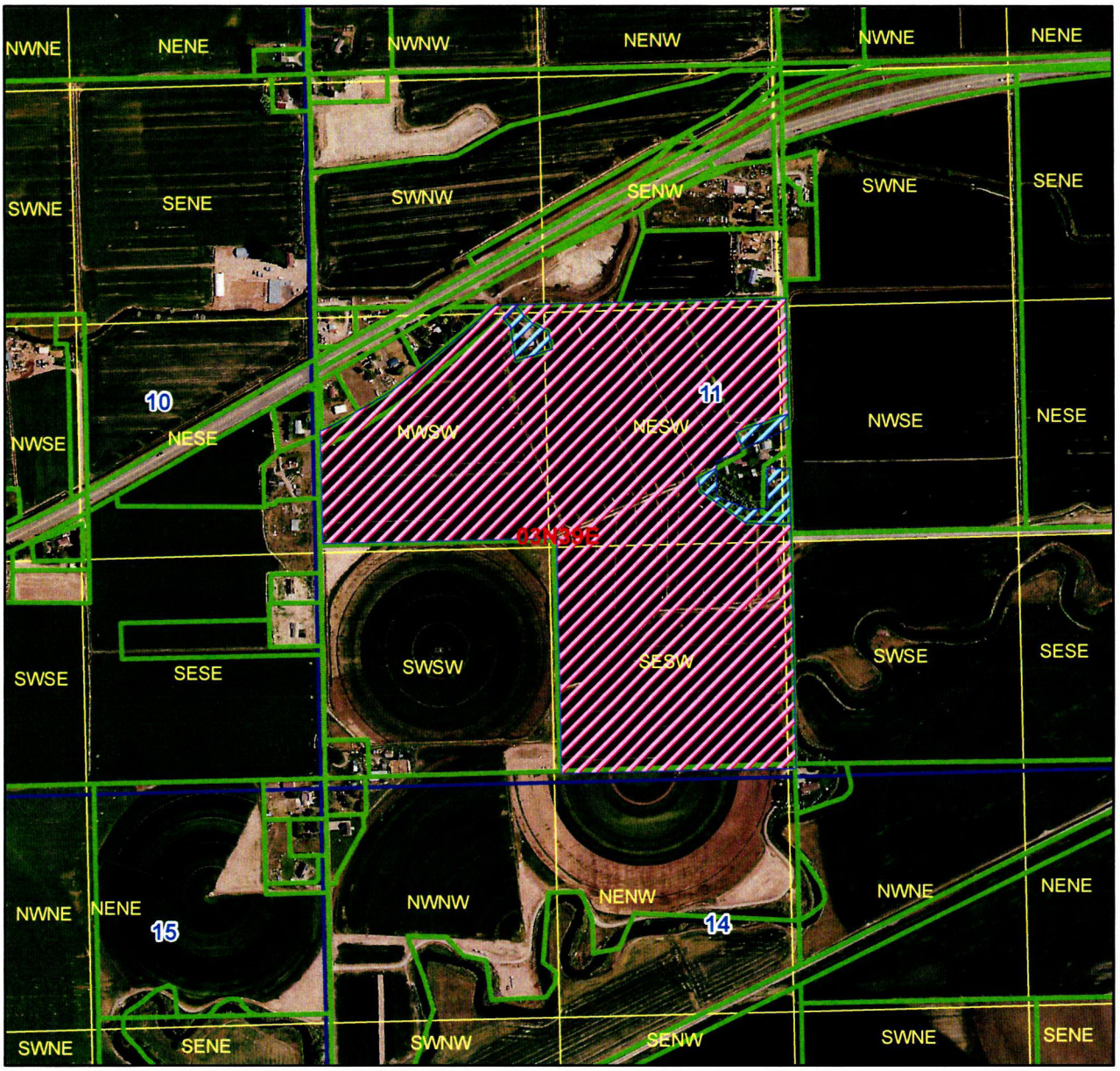
Comments:

2	jbaily	5/10/2023	Ownership Change

Water right 25-56F was split into 25-56F and 25-14523.

SCANNED
MAY 11 2023

Idaho Department of Water Resources



Legend

- 25-14523
- 25-56F After Split
- Parcels
- Township/Range
- Sections
- QQ

SCANNED
MAY 11 2023

IDAHO DEPARTMENT OF WATER RESOURCES **5/3/2023**

Proof Report

Water Right 25-56F Before Split

Owner Type	**Name and Address**
Current Owner	MAX COOPER 11801 N FERGUSON RD IDAHO FALLS, ID 83401 (208) 522-4583

Priority Date: 4/1/1874
Basis: Decreed
Status: Active

Source	**Tributary**
WILLOW CREEK	SNAKE RIVER

Beneficial Use	**From**	**To**	**Diversion Rate**	**Volume**
IRRIGATION	04/01	10/31	1.870 CFS	
	Total Diversion		1.870 CFS	

Source and Point(s) of Diversion:

WILLOW CREEK SWSWNE Sec. 19, Twp 03N, Rge 39E, BONNEVILLE County

Place Of Use:

IRRIGATION within BONNEVILLE County

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
03N	39E	11									37.0	31.0		40.0					108.0

POU Total Acres: 108.0

Conditions of Approval:

1. Water diverted under this right is exchanged with water diverted from the Snake River via the Anderson Canal in the T03N R41E S05 NWSWSW. Water diverted under this right is used within the service area of the Progressive Irrigation District.

2. 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.

SCANNED
MAY 11 2023

Form 42-248/42-1409(6) Rev. 7/21

RECEIVED
APR 20 2023
Department of Water Resources
Eastern Region

STATE OF IDAHO
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?
25-56F OK	Yes ■	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
25-56F 25-14523	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Max Cooper
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Betty Mae Coooper as trustee of the Stanley Max Cooper Testamentary Family Trust
   New owner(s) as listed on the conveyance document Name connector ■ **and** ☐ **or**

   12843 N 175 E (Mailing address) | Ririe (City) | ID (State) | 83443 (Zip)

   208-313-0697 (Telephone) | shelley@digis.net (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: 9/8/2014.

6. Do you own the land identified as the water right place of use? Yes ■ No ☐
   - If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.

7. This form must be signed and submitted with the following **REQUIRED** items:
   - ■ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
   - ■ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
   - ■ Filing fee (see instructions for further explanation):
     - $25 per *undivided* water right.
     - $100 per *split* water right.
     - No fee is required for pending adjudication claims.

     SUPPORT DATA IN FILE # 25-56F
   - ☐ 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: Betty Cooper (Signature of new owner/claimant) | Trustee (Title, if applicable) | 4/18/2023 (Date)

   Print name

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

   Print name

For IDWR Office Use Only:

Receipted by M. Pettis Date 4-20-23 Receipt No. 100.00 Receipt Amt. E049115

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 JB Processed by JB Date 5/10/2023

MAY 11 2023

PLEASE RETURN TO:
Robert E. Farnam, Esq.
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.
P.O. Box 50130
Idaho Falls, Idaho 83405

Instrument # [redacted]512200
IDAHO FALLS, BONNEVILLE, IDAHO
11-18-2015 04:20:54 PM No. of Pages: 4
Recorded for : HOLDEN KIDWELL
RONALD LONGMORE Fee: 19.00
Ex-Officio Recorder Deputy
Index to: DEED, QUIT-CLAIM

This area for Recorder's use only.

QUITCLAIM DEED

THIS INDENTURE is made this 17th day of November, 2015, by and between Betty Mae Cooper, a single woman, the "Grantor," and Stanley Max Cooper Testamentary Family Trust, Betty Mae Cooper, Trustee and any successor trustees, Grantee, whose mailing address is 11801 N. Ferguson Road, Idaho Falls, ID 83401, the"Grantee."

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) lawful money of the United States of America and other good and valuable consideration to Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these presents remise, release and forever quitclaim unto the Grantee, and to Grantee's heirs and assigns forever, all right, title and interest now owned or hereafter acquired by the Grantor the following described real estate in the County of Bonneville, State of Idaho, to-wit:

The East one-half of the Southwest Quarter (El/2SW1/4) of Section Eleven (11), Township Three (3) North, Range Thirty-Nine (39) East of the Boise Meridian.

Also all of the Northwest Quarter of the Southwest Quarter (NW1/4SW1/4) of Section Eleven (11), Township Three (3) North, Range Thirty-nine (39) East of the Boise Meridian, excepting therefrom the following described tracts, to-wit:

Tract 1:
Commencing at a point 216.0 feet East of the West Quarter Corner of Section Eleven (11), Township Three (3) North, Range Thirty-nine (39) East Boise Meridian, being a point of beginning; running thence East 729.0 feet; thence South 50°30' West 449.2 feet; thence along a curve 2° to the right and having a radius of 2832.0 feet, a distance of 702.0 feet; thence North 427.0 feet; thence East 190.0 feet; thence North 215.0 feet to the point of beginning.

Unofficial Document
SCANNED
MAY 11 2023

Tract 2:
Commencing at the Northwest Corner of the Southwest Quarter (SW1/4) of Section Eleven (11), Township Three (3) North, Range Thirty-nine (39) East Boise Meridian, running thence East 13 rods, thence South 13 rods, thence West 13 rods, thence North 13 rods to the place of beginning.

Tract 3:
Beginning at a point that is N00°10'19"W along the Center Section line 1421.77 feet from the South Quarter Corner of Section 11, Township 3 North, Range 39 East of the Boise Meridian, Bonneville County, Idaho; running thence N86°19'52"W 157.12 feet; thence N02°19'18"E 267.35 feet; thence N58°08'30"E 170.56 feet to said Center Section line; thence S00°10'19"E 367.21 feet to the point of beginning.
RESERVING UNTO THE GRANTOR a 10' easement on both sides of an irrigation ditch which runs along or near the East line of the above described property for the operation, repair and maintenance of said irrigation ditch.

Tract 4:
Beginning at a point that is N00°10'19"W along that North-South Center Section line 1369.54 feet from the South Quarter Comer of Section 11, Township 3 North, Range 39 East of the Boise Meridian; thence N00°10'19"W along said North~South Center Section fine 52.23 feet; thence N86°19'52"W 157.12 feet; thence N02°19'18"E 267.35 feet; thence N58"08'30"E 170.56 feet to said North·South Center Section line; thence N00°10'19"W along said North-South Center Section line 198.61 feet; thence S72°15'02"W 310.48 feet; thence S19°11'46"E 130.31 feet; thence S62°53'49"W 291.98 feet; thence S08°25'36"E 75.34 feet; thence S54°40'22"E 311.67 feet; thence S87°07'00"E 249.63 feet to the Point of Beginning.

Tract 5:
Beginning at a point that is S.00°01'39"W. along the Section line 66.39 feet and N.89°49'26"E. 989.08 feet from the West 1/4 Corner of Section 11, Township 3 North, Range 39 East of the Boise Meridian, said point being on the South Right-of-Way line of the old Roosevelt Highway; running thence N.50°31 '00"E. along said South Right-of-Way line 100.00 feet; thence S.39°29'00"E. 100.87 feet; thence S.60°32'08"E. 130.33 feet; thence S.12°40'58"E. 112.79 feet: thence S.74°58'12"W. 221.10 feet to a point that is an extention of the centerline of an existing ditch; thence N.07°08'36"W. along said centerline 196.85 feet; thence N.39°29'00"W. 65.33 feet to the POINT OF BEGINNING.

SCANNED
MAY 11 2023

SUBJECT TO: A 15 foot wide easement for ingress and egress the centerline of which is described as follows:
Beginning at a point that is S.00°01'39"W. along the Section line 22.22 feet and S.89°54'33"E. 1036.98 feet from the West 1/4 Corner of Section 11, Township 3 North, Range 39 East of the Boise Meridian, said point being on the South Right-of-Way line of the old Roosevelt Highway; running thence S.49°53'10"E. 32.28 feet; thence S.55°03'25"E. 25.04 feet; thence S.60°32'08"E. 188.23 feet to the end of said easement.
ALSO SUBJECT TO: existing easements of record.

Tract 6:
A parcel of land situated in SW4 Section 11, T. 3N., R. 39E., B. M., Bonneville County, Idaho more particularly described as follows:
Commencing at the West Quarter corner of Section 11, T. 3N., R.39E. ,B.M., (CP&F Instrument No. 1179479); thence S.0°01'39"W. (of record as S.0°01'00"W.), 214.23 feet, along the West boundary of Section 11, to the POINT OF BEGINNING; continuing S.0°01'39"W., 57.00 feet, along said West boundary; thence N.61°40'09"E. (of record as N.61°40'13"E.), 28.41 feet, along the existing Northerly Right of Way of US-26, to the existing Easterly Right of Way of a county road; continuing N.61°40'09"E., 91.60 feet, along said Northerly Right of Way; thence N.89°58'21"W., 80.61 feet, to said Easterly Right of Way; continuing N.89°58'21"W., 25.00 feet, to the POINT OF BEGINNING.
SUBJECT TO a portion of the above described property constituting a roadway for Bonneville County, Idaho, parcel number RP03N39E110574

SUBJECT to all existing easements or claims of easements, patent reservations, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises.

TOGETHER with all water rights appurtenant thereto.

ALSO TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, and rents, issues and profits therefrom.

TO HAVE AND TO HOLD the said premises and the appurtenances unto the Grantee, and to Grantee's heirs and assigns forever.

Unofficial Document
SCANNED
MAY 11 2023

In construing this Quitclaim Deed and where the context so requires, the singular includes the plural.

Betty Mae Cooper, personal representative of the Estate of Stanley Max Cooper, is simultaneously deeding the estate's one-half interest in this property to the Stanley Max Cooper Testamentary Family Trust, therefore the trust will own all interest in said property.

IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

Betty Mae Cooper

Betty Mae Cooper, Grantor

STATE OF IDAHO)
)ss.
County of Bonneville)

On the 17th day of November, 2015, before me, the undersigned, a notary public in and for said State, personally appeared Betty Mae Cooper, known or identified to me to be the person whose name is subscribed to the within instrument 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.

(seal)

Notary Public for Idaho
Residing at Idaho Falls
My Commission Expires: 11/12/16

G:\WPDATA\REF\17887 Cooper Estate\Probate closing\Quitclaim Deed.wpd:jl

Unofficial Document
SCANNED
MAY 11 2023

PLEASE RETURN TO:
Robert E. Farnam, Esq.
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.
P.O. Box 50130
Idaho Falls, Idaho 83405

Instrument # 1512199
IDAHO FALLS, BONNEVILLE, IDAHO
11-18-2015 04:18:01 PM No. of Pages: 4
Recorded for : HOLDEN KIDWELL
RONALD LONGMORE Fee: 19.00
Ex-Officio Recorder Deputy
Index to: DEED OF DISTRIBUTION

This area for Recorder's use only.

DEED OF DISTRIBUTION

THIS DEED is made this 17th day of November, 2015, by and between Betty Mae Cooper, the personal representative of the **Estate of Stanley Max Cooper**, deceased, Grantor, and the **Stanley Max Cooper Testamentary Family Trust, Betty Mae Cooper, Trustee and any successor trustees**, whose mailing address is 11801 N. Ferguson Road, Idaho Falls, ID 83401, Grantee.

WHEREAS, Betty Mae Cooper, Grantor, is the duly appointed and acting personal representative of the Estate of Stanley Max Cooper, deceased; and

WHEREAS, Grantee, is entitled to receive distribution of the property hereafter described in this deed under the terms of the Last Will and Testament of the decedent and pursuant to the provisions of the Idaho Uniform Probate Code;

NOW, THEREFORE, WITNESSETH, that the Grantor, for a valuable consideration, and for the purpose of distributing certain real property from the Estate of Stanley Max Cooper, deceased, does by these presents hereby distribute, grant, bargain, sell, convey, and confirm unto the Grantee, and to his heirs and assigns forever, an undivided interest in that certain parcel of land, situate, lying and being in Bonneville County, Idaho, and more particularly described as follows:

The East one-half of the Southwest Quarter (El/2SW1/4) of Section Eleven (11), Township Three (3) North, Range Thirty-Nine (39) East of the Boise Meridian.

Also all of the Northwest Quarter of the Southwest Quarter (NW1/4SW1/4) of Section Eleven (11), Township Three (3) North, Range Thirty-nine (39) East of the Boise Meridian, excepting therefrom the following described tracts, to-wit:

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Unofficial Document
SCANNED
MAY 11 2023

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Unofficial Document
SCANNED
MAY 11 2023

S.12°40'58"E. 112.79 feet: thence S.74°58'12"W. 221.10 feet to a point that is an extention of the centerline of an existing ditch; thence N.07°08'36"W. along said centerline 196.85 feet; thence N.39°29'00"W. 65.33 feet to the POINT OF BEGINNING.
SUBJECT TO: A 15 foot wide easement for ingress and egress the centerline of which is described as follows:
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ALSO SUBJECT TO: existing easements of record.

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A parcel of land situated in SW4 Section 11, T. 3N., R. 39E., B. M., Bonneville County, Idaho more particularly described as follows:
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SUBJECT TO a portion of the above described property constituting a roadway for Bonneville County, Idaho, parcel number RP03N39E110574

ALSO TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof;

SUBJECT to all real property taxes and assessments, all existing patent reservations, easements, rights of way, protective covenants and other matters of record, all applicable zoning ordinances, building codes, laws and regulations, and all encroachments, overlaps, boundary line disputes, claims of easements and other matters that would be disclosed by an accurate survey or inspection of the property.

SCANNED
MAY 11 2023

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the Grantee, and to his heirs and assigns forever.

Betty Mae Cooper, individually, is simultaneously deeding her one-half interest in this property to the Stanley Max Cooper Testamentary Family Trust, therefore the trust will own all interest in said property.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal the day and year first above written.

Betty Mae Cooper

Betty Mae Cooper, Personal Representative of the Stanley Max Cooper Estate

STATE OF IDAHO)
)ss.
County of Bonneville)

On the 17th of November, 2015, before me, the undersigned, a notary public, in and for said State, personally appeared **Betty Mae Coopoer**, known or identified to me to be the person whose name is subscribed to the within instrument, as personal representative of the **Estate of Stanley Mac Cooper,** and acknowledged to me that she executed the same as such personal representative.

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

(seal)

Notary Public for Idaho
Residing at Idaho Falls
My Commission Expires: 11/12/16

G:\WPDATA\REF\17887 Cooper, Estate\Probate closing\Deed Distribution trust.wpd jl

Unofficial Document
SCANNED
MAY 11 2023

1259133 APR 11 '07 PM 4 50 BONNEVILLE COUNTY RECORDER

1257553 MAR 28 '07 PM 3 54

This document is being rerecorded to correct the legal description

GRANT DEED

THIS INDENTURE is made this 23rd day of March, 2007, between Stanley Max Cooper And Betty M. Cooper, Husband and Wife, of Idaho Falls, County of Bonneville, State of Idaho, the "Grantor", and Stacy Reynolds, Patrick Tullos, Mitch Landon, Jake Landon, Alex Landon, Matthew Park, and Dustin Park, as tenants in common, all as their sole and separate property, whose mailing address is 11801 N. Ferguson road, Idaho Falls, Idaho 83401, the "Grantee".

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, and by these presents does grant and confirm unto the Grantee, and to Grantee's successors and assigns forever, all of the following described property in the County of Bonneville, State of Idaho, to-wit:

Beginning at a point that is S.00°01'39"W. along the Section line 66.39 feet and N.89°49'26"E. 989.08 feet from the West 1/4 Corner of Section 11, Township 3 North, Range 39 East of the Boise Meridian, said point being on the South Right-of-Way line of the old Roosevelt Highway; running thence N.50°31'00"E. along said South Right-of-Way line 100.00 feet; thence S.39°29'00"E. 100.87 feet; thence S.60°32'08"E. 133.33 feet; thence S.12°40'58"E. 96.41 feet; thence S.65°58'28"W. 104.65 feet; thence S.74°58'12"W. 118.41 feet to a point that is an extension of the centerline of an existing ditch; thence N.07°08'36"W. along said centerline 196.85 feet; thence N.39°29'00"W. 65.33 feet to the POINT OF BEGINNING.

SUBJECT TO: A 15 foot wide easement for ingress and egress the centerline of which is described as follows:

Beginning at a point that is S.00°01'39"W. along the Section line 22.22 feet and S.89°54'33"E. 1036.98 feet from the West 1/4 Corner of Section 11, Township 3 North, Range 39 East of the Boise Meridian, said point being on the South Right-of-Way line of the old Roosevelt Highway; running thence S.49 °53'10"E. 32.28 feet; thence S.55°03'25"E. 25.04 feet; thence S.60°32'08"E. 188.23 feet to the end of said easement.

See attached Exhibit A

1257553
3-28-07
200
3
9

Deputy
Request of Holden, Kidwell

This instrument is being filed as an accommodation [illegible] has not been examined as to [illegible], insurability or affect[illegible]

SCANNED

MAY 11 2023

Said Easement is for the benefit of the following described property:

> The east one-half (1/2) of the southwest Quarter (E1/2 SW1/4) fo Section Eleven (11), Township Three (3) North, Range Thirty-Nine (39) East of the Boise Meridian.

SUBJECT to all real property taxes and assessments, all existing patent reservations, easements, rights of way, protective covenants and other matters of record, all applicable zoning ordinances, building codes, laws and regulations, and all encroachments, overlaps, boundary line disputes, claims of easements and other matters that would be disclosed by an accurate survey or inspection of the property.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues and profits therefrom; and all estate, right, title and interest in and to said property, as well in law as in equity, of the Grantor.

TO HAVE AND TO HOLD, the property and the appurtenances unto the Grantee, and to Grantee's successors and assigns forever.

In construing this deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

GRANTOR:

Stanley Max Cooper

Stanley Max Cooper

Betty M. Cooper

Betty M. Cooper

INSTRUMENT NO. 1251133
DATE 4-10-07
INST. CODE Lin
IMAGED PGS 4
FEE 12
STATE OF IDAHO) ss
COUNTY OF BONNEVILLE)
I hereby certify that the within instrument was recorded
Ronald Longmore, County Recorder
By S Ellis
Deputy
Request of TITLE

10

Unofficial Document

SCANNED
MAY 11 2023

STATE OF IDAHO)
)ss.
County of Bonneville)

On the 23rd day of March, 2007, before me, the undersigned notary public in and for said State, personally appeared Stanley Max Cooper and Betty M. Cooper, known or identified to me to be the persons whose names are subscribed to the within Grant Deed, and acknowledged to me that they executed the same.

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

Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 11/12/10

ROBERT E. FARNAM
NOTARY PUBLIC
STATE OF IDAHO

G:\WPDATA\REF\2842\Grant.Deed.2.wpd

Unofficial Document

SCANNED
MAY 11 2023

Mountain River, Inc.
CONSULTING ENGINEERS AND LAND SURVEYORS

May 18, 2006
Revised April 9, 2007

EXHIBIT "A"

LEGAL DESCRIPTION
FOR
MAX COOPER

(1.07 acre Tract)
Beginning at a point that is S.00°01'39"W. along the Section line 66.39 feet and N.89°49'26"E. 989.08 feet from the West 1/4 Corner of Section 11, Township 3 North, Range 39 East of the Boise Meridian, said point being on the South Right-of-Way line of the old Roosevelt Highway; running thence N.50°31'00"E. along said South Right-of-Way line 100.00 feet; thence S.39°29'00"E. 100.87 feet; thence S.60°32'08"E. 130.33 feet; thence S.12°40'58"E. 112.79 feet; thence S.74°58'12"W. 221.10 feet to a point that is an extention of the centerline of an existing ditch; thence N.07°08'36"W. along said centerline 196.85 feet; thence N.39°29'00"W. 65.33 feet to the POINT OF BEGINNING.
SUBJECT TO: A 15 foot wide easement for ingress and egress the centerline of which is described as follows:
Beginning at a point that is S.00°01'39"W. along the Section line 22.22 feet and S.89°54'33"E. 1036.98 feet from the West 1/4 Corner of Section 11, Township 3 North, Range 39 East of the Boise Meridian, said point being on the South Right-of-Way line of the old Roosevelt Highway; running thence S.49°53'10"E. 32.28 feet; thence S.55°03'25"E. 25.04 feet; thence S.60°32'08"E. 188.23 feet to the end of said easement.
ALSO SUBJECT TO: existing easements of record.

Containing 1.07 acres

1020 East Lincoln Road • Idaho Falls, Idaho 83401
Phone: (208) 524-6175
Fax: (208) 524-6181

SCANNED
MAY 11 2023

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Mountain West Title & Escrow
2010012948

Instrument # 1355146
IDAHO FALLS, BONNEVILLE, IDAHO
2010-01-29 04:17:51 PM No. of Pages: 1
Recorded for: MOUNTAIN WEST TITLE & ESC
RONALD LONGMORE Fee: 3.00
Ex-Officio Recorder Deputy SJacobs
Index To: DEED WARRANTY
Electronically Recorded by Simplifile

WARRANTY DEED

STANLEY MAX COOPER and BETTY MAE COOPER, husband and wife, *as* ***GRANTOR****, for good and valuable considerations, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto* ***DOUG HILDE and JANA HILDE, husband and wife,*** *as* ***GRANTEE****, whose address is* ***11801 N Ferguson, Idaho Falls, ID 83401****, and Grantee's successors and assigns, all of the following described real property, to-wit:*

Beginning at a point that is N00°10'19"W along the North-South Center Section line 1369.54 feet from the South Quarter Corner of Section 11, Township 3 North, Range 39 East of the Boise Meridian; thence N00°10'19"W along said North-South Center Section line 52.23 feet; thence N86°19'52"W 157.12 feet; thence N02°19'18"E 267.35 feet; thence N58°08'30"E 170.56 feet to said North-South Center Section line; thence N00°10'19"W along said North-South Center Section line 198.61 feet; thence S72°15'02"W 310.48 feet; thence S19°11'46"E 130.31 feet; thence S62°53'49"W 291.98 feet; thence S08°25'36"E 75.34 feet; thence S54°40'22"E 311.67 feet; thence S87°07'00"E 249.63 feet to the Point of Beginning.

SUBJECT TO the 2009 and subsequent years general taxes and assessments, all existing patent reservations, easements, right of ways, protective and restrictive covenants, zoning ordinances and applicable building codes, laws and regulations.

TOGETHER WITH any and all improvements, water and ditch rights, easements, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversion, remainder, rents, issues, and profits thereof.

Grantor, for himself and his successors and assigns, does hereby warranty and agree to forever defend the Grantee, and Grantee's successors and assigns, in the quiet and peaceful possession of said premises against the lawful claims of any and all persons.

In construing this Deed and where the context so requires, the singular includes the plural, and the masculine, the feminine and neuter.

Dated: January 27 2010.

Stanley Max Cooper
STANLEY MAX COOPER

Betty Mae Cooper
BETTY MAE COOPER

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
D. DUNCAN
No: 03-85595-1
My Appointment Expires Mar. 23, 2011

STATE OF Nevada)
) ss
COUNTY OF Clark)

On this 27 day of January, 2010, before me, the undersigned, personally appeared ***STANLEY MAX COOPER and BETTY MAE COOPER*** *known or identified to me to be the person whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.*

D Duncan
Notary Public for the State of Nevada
Commission Expiration Date: 3-23-2014
Residing At: Mesquite, NV 89027

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SCANNED
MAY 11 2023

After recording return to:
Right of Way
Idaho Transportation Department
PO Box 7129
Boise ID 83707-1129

Instrument # 1319821
IDAHO FALLS, BONNEVILLE, IDAHO
2008-12-29 03:57:00 PM No. of Pages: 3
Recorded for: ALLIANCE TITLE - IDAHO FA
RONALD LONGMORE Fee: 9.00
Ex-Officio Recorder Deputy SSolis
Index To: DEED WARRANTY
Electronically Recorded by Simplifile

Project No. NH-6500(111)
Key No. 7770
Parcel No. 08
Parcel ID No. 0044223

30306155441mtr
Alliance Title & Escrow Corp.
1070 Riverwalk Dr., Ste. 100
P.O. Box 50642
Idaho Falls, ID 83405-0642

WARRANTY DEED

THIS INDENTURE, Made this 6 day of October, 2008, between STANLEY MAX COOPER and BETTY MAE COOPER, husband and wife, Grantor, and THE STATE OF IDAHO, IDAHO TRANSPORTATION DEPARTMENT, by and through the IDAHO TRANSPORTATION BOARD, 3311 West State Street, Boise, Idaho 83703, Grantee.

WITNESSETH: That the Grantor, for value received, does, by these presents, grant, bargain, sell and convey unto the Grantee, the following described real property situated in the County of Bannock, State of Idaho, To-wit:

FOR LEGAL DESCRIPTION, SEE EXHIBIT "A" ATTACHED HERETO, AND BY THIS REFERENCE MADE A PART HEREOF.

Containing approximately 0.069 acres, of which 0.029 acres is county road right of way.
Approximate Highway Station reference 598+17 and 599+08 Left.

TOGETHER WITH all rights of access belonging to the Grantor, between the herein above described parcels and the right-of-way of U.S. Highway No. 26, Project NH-6500(111), Highway Survey.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, and Grantee's assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to reservations, restrictions, dedications, easements, right of way and agreements, (if

RECORD AT THE REQUEST OF THE STATE OF IDAHO
FEE EXEMPT – I.C. 67-2301

SCANNED
MAY 11 2023

Unofficial Document

Project No. NH-6500(111)
Key No. 7770
Parcel No. 08
Parcel ID No. 0044223

WARRANTY DEED

any) of record, and general taxes and assessments, (includes irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that the Grantor will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, Grantor has executed this Deed the day and year first above written.

Stanley Max Cooper
STANLEY MAX COOPER

Betty Mae Cooper
BETTY MAE COOPER

STATE OF Idaho)
)
County of Bonneville)

On this 6th day of October, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared, STANLEY MAX COOPER and BETTY MAE COOPER, known or identified to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

JANA LYNN HILDE NOTARY PUBLIC STATE OF IDAHO

Janalyn Hilde
Notary Public for _____
Residing at 1801 N. Ferguson Rd Idaho Falls Id. 83401
My commission expires 9-18-2012

RECORD AT THE REQUEST OF THE STATE OF IDAHO
FEE EXEMPT – I.C. 67-2301

SCANNED
MAY 11 2023

1319821

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IDAHO TRANSPORTATION DEPARTMENT
P.O. Box 97
Rigby, ID 83442-0097

EXHIBIT A

(208) 745-7781
itd.idaho.gov

Project Number: NH-6500(111) Idaho Falls to Ririe **Key Number: 7770**

Parcel Number: Eight **Parcel ID Number:** 0044223

Date of Preparation: March 26, 2008

Grantor: Stanley Max Cooper and Betty Mae Cooper

PROFESSIONAL LAND SURVEYOR REGISTERED 8797 3-26-08 STATE OF IDAHO RAYCE RUIZ

LEGAL DESCRIPTION

A parcel of land situated in SW4 Section 11, T.3N., R.39E.,B.M., Bonneville County, Idaho more particularly described as follows:

Commencing at the West Quarter corner of Section 11, T.3N., R.39E.,B.M., (CP&F Instrument No. 1179479);

thence S.0°01'39"W.(of record as S.0°01'00"W.), 214.23 feet, along the West boundary of Section 11, to the **POINT OF BEGINNING**;

continuing S.0°01'39"W., 57.00 feet, along said West boundary;

thence N.61°40'09"E.(of record as N.61°40'13"E.), 28.41 feet, along the existing Northerly Right of Way of US-26, to the existing Easterly Right of Way of a county road;

continuing N.61°40'09"E., 91.60 feet, along said Northerly Right of Way;

thence N.89°58'21"W., 80.61 feet, to said Easterly Right of Way;

continuing N.89°58'21"W., 25.00 feet, to the **POINT OF BEGINNING**.

This parcel contains 0.069 acres, of which 0.029 acres is county road right of way.

The bearings of this description are based on "Idaho State Plane Grid Bearings".

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MAY 11 2023

IDAHO DEPARTMENT OF WATER RESOURCES 8/9/2022

Proof Report

Water Right 25-56F

Owner Type	Name
Current Owner	MAX COOPER
Original Owner	STANLEY COOPER
Original Owner	FRANK CLEVERLY

Priority Date: 4/1/1874
Basis: Decreed
Status: Active

Source	Tributary
WILLOW CREEK	SNAKE RIVER

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	10/31	1.870 CFS	
	Total Diversion		1.870 CFS	

= 840 gpm

Source and Point(s) of Diversion:

WILLOW CREEK	SWSWNE	Sec. 19, Twp 03N, Rge 39E, BONNEVILLE County

Full is 2.16 cfs
= 970 gpm

Place Of Use:
IRRIGATION within BONNEVILLE County

T03N R39E S11	NESW	37.0
T03N R39E S11	NWSW	31.0
T03N R39E S11	SESW	40.0
	POU Total Acres	108.00

Conditions of Approval:

1. 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.
2. Water diverted under this right is exchanged with water diverted from the Snake River via the Anderson Canal in the T03N R41E S05 NWSWSW. Water diverted under this right is used within the service area of the Progressive Irrigation District.

Combined Use Limits:
N/A

SubCase:
N/A

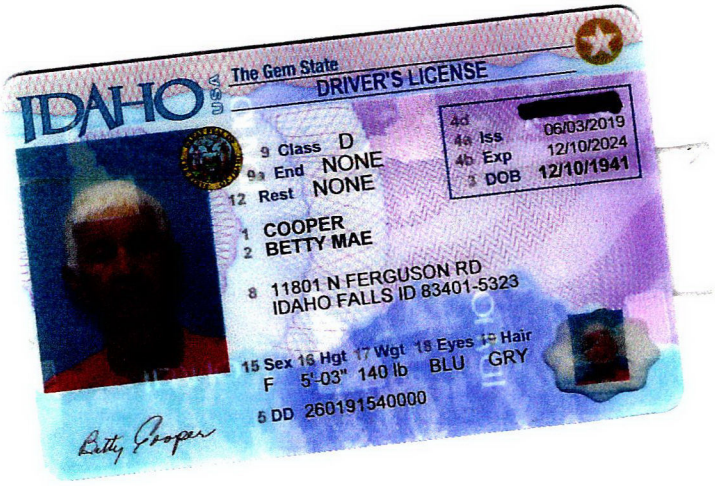
SCANNED
MAY 11 2023

Water Supply Bank:

N/A

SCANNED
MAY 11 2023


Sargent Esta
SCANNED
MAY 11 2023


IDAHO
USA
The Gem State
DRIVER'S LICENSE
4d [redacted]
4a Iss 06/03/2019
4b Exp 12/10/2024
3 DOB 12/10/1941
9 Class D
9a End NONE
12 Rest NONE
1 COOPER
2 BETTY MAE
8 11801 N FERGUSON RD
IDAHO FALLS ID 83401-5323
15 Sex 16 Hgt 17 Wgt 18 Eyes 19 Hair
F 5'-03" 140 lb BLU GRY
5 DD 260191540000
Betty Cooper

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: JULY 16, 2014

State File No.: 2014-06505

DECEDENT - LEGAL NAME: STANLEY MAX COOPER

SEX	SOCIAL SECURITY NUMBER	AGE	DATE OF BIRTH
MALE	[redacted]	74 YEARS	JUNE 11, 1940

BIRTHPLACE	PLACE OF RESIDENCE
IDAHO FALLS, IDAHO	IDAHO FALLS, IDAHO

MARITAL STATUS AT TIME OF DEATH	NAME OF SURVIVING SPOUSE (If wife, maiden name)	WAS DECEDENT EVER IN U.S. ARMED FORCES?
MARRIED	BETTY MAE HENDERSON	NO

FATHER - NAME	BIRTHPLACE
STANLEY ALFRED COOPER	IDAHO
MOTHER - MAIDEN NAME	BIRTHPLACE
BERTHA CECILA CLEVERLEY	IDAHO

METHOD OF DISPOSITION	FUNERAL SERVICE LICENSEE
CREMATION	BRADLEY B. YOUNGSTROM

NAME AND ADDRESS OF FUNERAL FACILITY: ECKERSELL MEMORIAL CHAPEL, RIGBY, IDAHO

DATE OF DEATH	TIME OF DEATH	CITY, TOWN OR LOCATION OF DEATH	COUNTY OF DEATH
JULY 12, 2014	3:00 P.M.	IDAHO FALLS, IDAHO	BONNEVILLE

CAUSE OF DEATH (underlying cause last)

		Approximate Interval Between Onset and Death
a.	ATHEROSCLEROTIC HEART DISEASE	16 YEARS
DUE TO (or as a consequence of): b.	OBSTRUCTIVE SLEEP APNEA	10 YEARS
DUE TO (or as a consequence of): c.	PULMONARY ARTERY HYPERTENSION	5 YEARS
DUE TO (or as a consequence of): d.	INSULIN RESISTANCE	10 YEARS

OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH but not resulting in the underlying cause given above: NONE STATED

WAS AN AUTOPSY PERFORMED? NO

MANNER OF DEATH	NAME OF CERTIFIER	TITLE
NATURAL	PATRICK D. GORMAN, M.D.	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: JULY 16, 2014

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

PHCO (Rev) 02/12

James B. Aydelotte

JAMES B. AYDELOTTE
STATE REGISTRAR

SCANNED MAY 11 2020

AND
AGREEMENT MAKING EQUAL VALUE EXCHANGE OF COMMUNITY PROPERTY BETWEEN DECEDENT'S ESTATE AND SURVIVING SPOUSE

THIS AGREEMENT, is effective upon execution, by and between Betty Mae Cooper, of Idaho Falls, Bonneville County, Idaho, as an individual, and Betty Mae Cooper, in her capacity as Personal Representative of the Estate of Stanley Max Cooper, deceased and as trustee of the Stanley Max Cooper Testamentary Family Trust as established in the Last Will and Testament of Stanley Max Cooper.

RECITALS:

A. Betty Mae Cooper was named Personal Representative of the Estate of Stanley Max Cooper in his Last Will and Testament, and pursuant to such designation was duly appointed as Personal Representative, by the Seventh Judicial District Court, of the County of Bonneville, State of Idaho, on or about September 8, 2014; and

B. Betty Mae Cooper has undertaken all responsibilities of Personal Representative of the Estate and has now proceeded with the Estate administration to the point that distribution of Estate assets should be undertaken; and

C. Betty Mae Cooper is named in the Last Will and Testament of Stanley Max Cooper as trustee of the Stanley Max Cooper Testamentary Family Trust to which distribution will be completed upon entry of the closing order in this estate. The Last Will and Testament of Stanley Max Cooper provides that in the event said trustee shall cease to act as trustee, that he nominates and appoints as successor co-trustees the following: Deborah Mae Hill, Shelley B. Landon and Jana Lynn Hilde or the survivors or survivor thereof.

D. Betty Mae Cooper individually is the owner of the other one-half (½) undivided

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interest in all assets held by the Estate pursuant to her community property interest in such assets; and

E. Pursuant to decedent's Will, his jewelry, clothing, household furniture, appliances, furnishings, books, paintings, heirlooms, automobiles, and other tangible personal property were distributable pursuant to a list if he had one, and otherwise outright to his spouse. Decedent had no list, and therefore his interest in such assets have been distributed outright to his spouse. Decedent's one-half interest in these assets was $10,000; and

F. Betty Mae Cooper, in her individual capacity, and Betty Mae Cooper, in her fiduciary capacities, has determined that it is in the best interest of the Estate, trust, and Betty Mae Cooper that instead of each party having one-half (½) interest in each of the assets in question, it would be more efficient to have the trust funded with full interest in specific assets, such assets being economically productive assets, in order that greater efficiency of management may be maintained and greater productivity established in the trust; and

G. Stanley Max and Betty Mae Cooper created the Stanley Max and Betty Mae Cooper Revocable Trust on June 19, 2014. A copy of said trust is attached hereto. The purpose of this trust was to hold title to property owned by the Coopers in Nevada and provide for administration of such property at the death of either or both of the Coopers without the necessity of a Nevada probate. Paragraph 3 of said trust provided that the assets will be distributed in the same manner set forth in the wills and codicils of Stanley Max and Betty Mae Cooper. Therefore, even though the assets held in said trust are not an asset of the Idaho estate, they are governed by the provisions of decedent's will, in particular allocation of the assets at the time of the first death between the trust established in the Last Will and Testament of the first person to die and the surviving spouse.

Therefore, the computations within this agreement include the assets held in the above

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referenced trust and are administered in accordance with the provisions of this agreement.

H. It is agreed by the parties that the assets involved in this exchange are of the same fair market value now as they were at the time of death as valued by the Inventory and Appraisement,

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. The total assets of the Estate, set forth in the Inventory and Appraisement, are $976,428.36. As set forth above, the assets held in the Stanley Max and Betty Mae Cooper Revocable Trust are included in this agreement because their distribution is governed by decedent's Last Will and Testament. As set forth in the Inventory and Appraisement in the estate, the decedent's half of the assets held in the Stanley Max and Betty Mae Revocable Trust are valued at $362,000. Therefore the combined value of decedent's estate and decedent's interest in assets in the Stanley Max Cooper Testamentary Family Trust is $1,338,428.36.

2. In accordance with the decedent's Last Will and Testament, his jewelry, clothing, household furniture, appliances, furnishings, books, painting, heirlooms, and other tangible personal property of a similar nature are distributed to his spouse since decedent had not completed a list disposing of tangible personal property. Therefore, decedent's one-half interest in all of such personal property items are distributable outright to Betty Mae Cooper.

3. As provided in the decedent's Last Will and Testament, the rest, residue and remainder of the his estate is distributable into the Stanley Max Cooper Testamentary Family Trust, the terms of which are set forth in his Last Will and Testament. After reducing the inventory by the $10,000 value of decedent's one-half interest in such personal property items being distributed outright to Betty Mae Cooper, the remaining value of assets necessary to fund the Stanley Max Cooper Testamentary Family Trust is $1,328,428.36.

4. As claimed in the Petition for Homestead Allowance (Idaho Code § 15-2-402) and Exempt Property (Idaho Code § 15-2-403) previously filed herein petitioner is entitled to a $50,000 Homestead Allowance. Approval of said petition is being petitioned for as part of this petition. In addition, decedent's funeral expenses and legal and accounting expenses for administration of his estate are chargeable against his estate and therefore reduce the amount of distribution to the trust. Petitioner is claiming reimbursement herein in the amount of $6,428.36 of such funeral expenses and administrative expenses.

SCANNED
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5. Based on the considerations set forth in Recital F above, petitioner has concluded that the "Valley Farm." Item #1 on Schedule A of the Inventory and Appraisement is the best asset to constitute primary funding of the Stanley Max Cooper Testamentary Family Trust, including the one-half undivided interest in the Valley Farm owned by petitioner. After taking into account the $50,000 Homestead Allowance payable to petitioner and the reimbursement of funeral and administrative expenses in the amount of $6,428.36, there remains $60,000 in value that must be paid to fund the Stanley Max Cooper Testamentary Family Trust, computed as follows:

Estate assets, including Arizona property	$1,338,428.36
Less: decedent's one-half interest in personal belongings and personal effects passing outright to petitioner	($10.000.00)
	$1,328,428.36
Less: Valley Farm, including petitioner's one-half interest to be distributed to the Stanley Max Cooper Testamentary Family Trust	($1,212,000.00)
Less: Homestead Allowance to Betty Mae Cooper	($50,000.00)
Less: Funeral and Administrative expense chargeable to the Stanley Max Cooper Testamentary Family Trust	($6.428.36)
Remaining amount of assets to fund the Stanley Max Cooper Testamentary Family Trust	$60.000.00

Upon approval of this petition, petitioner will therefore fund the trust with full interest in the Valley Farm plus $60,000 in securities or cash to be determined by petitioner upon entry of the closing order.

6. Therefore, it is agreed that all interest in the following assets should be distributed to Betty Mae Cooper, as Trustee of the "Stanley Max Cooper, Testamentary Family Trust" established under the Last Will and Testament of Stanley Max Cooper. This includes both the decedent's one-half interest therein and the one-half community interest in such assets owned by Betty Mae Cooper.

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MAY 11 2023

Farm in valley legally described as follows:

Parcel 1:

The East one-half of the Southwest Quarter (El/2SW1/4) of Section Eleven (11), Township Three (3) North, Range Thirty-Nine (39) East of the Boise Meridian.

Also all of the Northwest Quarter of the Southwest Quarter (NW1/4SW1/4) of Section Eleven (11), Township Three (3) North, Range Thirty-nine (39) East of the Boise Meridian, excepting therefrom the following described tracts, to-wit:

Tract 1:
Commencing at a point 216.0 feet East of the West Quarter Corner of Section Eleven (11), Township Three (3) North, Range Thirty-nine (39) East Boise Meridian, being a point of beginning; running thence East 729.0 feet; thence South 50°30' West 449.2 feet; thence along a curve 2° to the right and having a radius of 2832.0 feet, a distance of 702.0 feet; thence North 427.0 feet; thence East 190.0 feet; thence North 215.0 feet to the point of beginning.

Tract 2:
Commencing at the Northwest Corner of the Southwest Quarter (SW1/4) of Section Eleven (11), Township Three (3) North, Range Thirty-nine (39) East Boise Meridian, running thence East 13 rods, thence South 13 rods, thence West 13 rods, thence North 13 rods to the place of beginning.

SCANNED
MAY 11 2023

Tract 3:

Beginning at a point that is N00°10'19"W along the Center Section line 1421.77 feet from the South Quarter Corner of Section 11, Township 3 North, Range 39 East of the Boise Meridian, Bonneville County, Idaho; running thence N86°19'52"W 157.12 feet; thence N02°19'18"E 267.35 feet; thence N58°08'30"E 170.56 feet to said Center Section line; thence S00°10'19"E 367.21 feet to the point of beginning.

RESERVING UNTO THE GRANTOR a 10' easement on both sides of an irrigation ditch which runs along or near the East line of the above described property for the operation, repair and maintenance of said irrigation ditch.

Tract 4:

Beginning at a point that is N00°10'19"W along that North-South Center Section line 1369.54 feet from the South Quarter Comer of Section 11, Township 3 North, Range 39 East of the Boise Meridian; thence N00°10'19"W along said North~South Center Section fine 52.23 feet; thence N86°19'52"W 157.12 feet; thence N02°19'18"E 267.35 feet; thence N58"08'30"E 170.56 feet to said North·South Center Section line; thence N00°10'19"W along said North-South Center Section line 198.61 feet; thence S72°15'02"W 310.48 feet; thence S19°11'46"E 130.31 feet; thence S62°53'49"W 291.98 feet; thence S08°25'36"E 75.34 feet; thence S54°40'22"E 311.67 feet; thence S87°07'00"E 249.63 feet to the Point of Beginning.

SCANNED
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Tract 5:

Beginning at a point that is S.00°01'39"W. along the Section line 66.39 feet and N.89°49'26"E. 989.08 feet from the West 1/4 Corner of Section 11, Township 3 North, Range 39 East of the Boise Meridian, said point being on the South Right-of-Way line of the old Roosevelt Highway; running thence N.50°31 '00"E. along said South Right-of-Way line 100.00 feet; thence S.39°29'00"E. 100.87 feet; thence S.60°32'08"E. 130.33 feet; thence S.12°40'58"E. 112.79 feet: thence S.74°58'12"W. 221.10 feet to a point that is an extention of the centerline of an existing ditch; thence N.07°08'36"W. along said centerline 196.85 feet; thence N.39°29'00"W. 65.33 feet to the POINT OF BEGINNING.

SUBJECT TO: A 15 foot wide easement for ingress and egress the centerline of which is described as follows: Beginning at a point that is S.00°01'39"W. along the Section line 22.22 feet and S.89°54'33"E. 1036.98 feet from the West 1/4 Corner of Section 11, Township 3 North, Range 39 East of the Boise Meridian, said point being on the South Right-of-Way line of the old Roosevelt Highway; running thence S.49°53'10"E. 32.28 feet; thence S.55°03'25"E. 25.04 feet; thence S.60°32'08"E. 188.23 feet to the end of said easement.

ALSO SUBJECT TO: existing easements of record.

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Tract 6: A parcel of land situated in SW4 Section 11, T. 3N., R. 39E., B. M., Bonneville County, Idaho more particularly described as follows: Commencing at the West Quarter corner of Section 11, T. 3N., R.39E. ,B.M., (CP&F Instrument No. 1179479); thence S.0°01'39"W. (of record as S.0°01'00"W.), 214.23 feet, along the West boundary of Section 11, to the POINT OF BEGINNING; continuing S.0°01'39"W., 57.00 feet, along said West boundary; thence N.61°40'09"E. (of record as N.61°40'13"E.), 28.41 feet, along the existing Northerly Right of Way of US-26, to the existing Easterly Right of Way of a county road; continuing N.61°40'09"E., 91.60 feet, along said Northerly Right of Way; thence N.89°58'21"W., 80.61 feet, to said Easterly Right of Way; continuing N.89°58'21"W., 25.00 feet, to the POINT OF BEGINNING. SUBJECT TO a portion of the above described property constituting a roadway for Bonneville County, Idaho, parcel number RP03N39E110574 101 acres at $12,000 per acre **Included in this valuation are approximately 60 irrigation headgates valued at $300 each for total of $18,000** Including 98 shares of Willow Creek Water Rights carried in the Anderson Canal by Progressive Irrigation District and 111 share of Enterprise Canal Water Rights	$1,212,000.00
$60,000 in cash or securities to be determined by petitioner upon approval and entry of the closing order in the estate.	$60,000.00
Total distribution to the Stanley Max Cooper Testamentary Family Trust	**$1,272,000.00**

7. Betty Mae Cooper agrees to transfer to the "Stanley Max Cooper Testamentary Family Trust" her one-half community property interest in the assets described in paragraph 6 above in consideration for her receiving an equivalent value in other assets from the estate and trust.

8. All assets distributed to the trust, as identified in paragraph 6 above are distributed to the "Stanley Max Cooper, Testamentary Family Trust", created by the Last Will

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and Testament of Stanley Max Cooper, with Betty Mae Cooper as Trustee. If for any reason she shall fail to qualify or cease to act as trustee, successor trustees shall be determined in accordance with Article 3-1.2 and 3-2 of said Last Will and Testament.

9. In view of the fact that by virtue of the transfers from Betty Mae Cooper set forth above, the "Stanley Max Cooper, Testamentary Family Trust" established under the Last Will and Testament of Stanley Max Cooper, will be fully funded, the decedent's interest in all remaining estate assets shall be conveyed to Betty Mae Cooper individually. Therefore, it is agreed that the Estate will transfer to Betty Mae Cooper all interest of the Estate, in the following assets which includes the bequests under Article 2-1:

Dry Farm:
Parcel 1:
The West Half Northeast Quarter, Section 10, Township 2 North, Range 39, EBM
Parcel 2:
The East Half Northwest Quarter, Section 10, Township 2 North, Range 39, EBM
160 acres at $2,500 per acre $400,000.00

The following accounts held at Edward Jones:

FBLAX 252.29 shares at $12.08 per share =	$3,047.66	
FISEX 128.53 shares at $23.94 per share =	$3,077.00	
FKGRX 43.86 shares at $69.83 per share =	$3,062.74	
FKINX 1,202.17 shares at $2.56 per share =	$3,077.55	
TEMWX 251.80 shares at $20.00 per share =	$5,036.00	
TOTAL	**$17,300.95**	$17,300.95

Betty Traditional:

FBLAX 890.07 shares at $12.08 per share =	$10,752.05	
FISEX 493.71 shares at $23.94 per share =	$11,819.42	
FKCGX 151.93 shares at $57.04 per share =	$8,666.09	
FKGRX 186.62 shares at $69.83 per share =	$13,031.67	
FKINX 10,038.07 shares at $2.56 per share =	$25,697.46	
FKBAX 2,088.58 shares at $10.13 per share =	$21,157.32	
TEMFX 1,467.74 shares at $8.50 per share =	12,475.79	
TEMWX 520.56 shares at $20.00 per share =	$10,411.20	
SUBTOTAL	**$114,010.99**	$114,010.99

Betty Roth:
FBLAX 873.8 shares at $12.08 per share = $10,555.50

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US Bank Checking Account	$4,414.33
Wells Fargo Checking Account	$2,958.91
Bank of Commerce Checking Account	$41,660.73
Westmark Primary Savings Account	$30,504.55
Westmark Medical Savings/Checking Account	$7,562.55
Mountain American Credit Union	$6,388.17
Furniture, fixtures, personal belongings and personal effects	$20,000.00
Weed Whacker, Brush Cutter, Headgates, Case Backhoe, Laptop Computer, 4-Wheeler, 4-Wheeler (mule), Rotary Mower, Tractor Loader utilized on farm	$10,000.00
TV, Washer and Dryer, Refrigerator, Beds, and other furnishings at 292 Thompson, Mesquite, Nevada	$10,000.00
Furniture, fixtures, and appliances at 576 Duchess Lane, Mesquite, Nevada	$10,000.00
Furniture, fixtures, and appliances at 560 Duchess Lane, Mesquite, Nevada	$10,000.00
2013 GMC Arcadia	$25,000.00
2006 Mitsubishi Montero	$9,500.00
4 Wheeler Polaris Mule	$7,000.00
4 Wheeler Suzuki	$4,000.00

Distribution of the above assets is subject to the obligation of petitioner to fund the Stanley Max Cooper Testamentary Family Trust with $60,000 in cash and/or securities.

Together with the following described property held in the Stanley Max and Betty Mae Cooper Revocable Trust which will still be held in the name of that trust but the equitable interest in which will be held by Betty Mae Cooper in light of this exchange, allowing her the right to deal with all property in such trust in such manner as she chooses.

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Lot Eighty-one (81) in Block One (1) of Arrowhead Subdivision Phase No. 2, As Shown by Map Thereof of File Book 49 of Plats, Page 61 in the Office of the County Recorder of Clark County, Nevada Assessor's Parcel No: 001-17-713-027 Lot value $15,000, house value $166,000 total value $181,000	$181,000.00
Lot 177 of Grapevine Villas Unit No. 3, as shown by map thereof on file in Book 83 of Plats, Page 37 in the Office of the County Recorder of Clark County, Nevada and as amended by that certain Certificate of Amendment recorded May 14, 1999 as Instrument/File No. 00837 in Book 990514 Official Records. Assessor's Parcel No: 001-17-812-014 Lot value $15,000, house value $166,000 total value $181,000	$181,000.00
All that certain real property situated in the County of Clark, State of Nevada, described as follows: Lot 160 of Grapevine Villas Unit No. 2, as shown by map thereof on file in Book 74 of Plats, Page 30, in the office of the County Recorder of Clark County, Nevada. TOGETHER WITH a non-exclusive easement on and over the Private Drives and Common Elements for the purposes as further described in the Declaration of Covenants, Conditions and Restrictions, in the office of the County Recorder of Clark County, Nevada. Assessor's Parcel Number: 001-17-811-027 Lot value $15,000, house value $166,000 total value $181,000	$181,000.00
The Land referred to in this description situated in the State of Nevada, County of Clark, City of Mesquite and is Described as follows: Lot One Hundred Fifty-Six (156) of Amended Grapevine Villas Unit No. 1, as shown by map thereof on file in Book 69 of Plats, Page 38 in the Office of the County Recorder of Clark County, Nevada. Assessor's Parcel Number: 001-17-810-028 Lot value $25,000, house value $156,000 total value $181,000	$181,000.00

10. The one-half community property interest of Betty Mae Cooper in those assets described in paragraph 9 is hereby reconfirmed. With this distribution Betty Mae Cooper now owns all interest in such assets.

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11. All assets not set forth in this document subsequently determined to have been owned by Stanley Max Cooper, shall be distributed to Betty Mae Cooper as Trustee of the "Stanley Max Cooper Testamentary Family Trust" established in the Last Will and Testament of Stanley Max Cooper or successor trustee(s).

DATED: This ___ day of October, 2015.

Betty Mae Cooper, Individually

DATED: This ___ day of October, 2015.

Betty Mae Cooper, Personal Representative of the Estate of Stanley Max Cooper, deceased, and Trustee of the Stanley Max Cooper Testamentary Family Trust, established in the Last Will and Testament of Stanley Max Cooper

STATE OF IDAHO)
) ss.
County of Bonneville)

On this ___ day of October, 2015, before me, the undersigned, a Notary Public in and for said state, personally appeared **Betty Mae Cooper**, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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.

(SEAL)

Notary Public for Idaho
Residing at: Idaho Falls
My Commission Expires: 11/12/16

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STATE OF IDAHO)
) ss.
County of Bonneville)

On this ___ day of October, 2015, before me, the undersigned, a Notary public in and for said state, personally appeared **Betty Mae Cooper**, not individually but as Personal Representative of the Estate of Stanley Max Cooper and as Trustee of the Stanley Max Cooper Testamentary Trust established in the Last Will and Testament of Stanley Max Cooper to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as said Personal Representative and said Trustee.

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

(SEAL)

Notary Public for Idaho
Residing at: Idaho Falls
My Commission Expires: 11/12/16

G:\WPDATA\REF\17887 Cooper Estate\Probate closing\Schedule.Distribution.Agreement.wpd:jl

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Original Will is
SDB at West one—1st Stree
Idaho Falls, ID

Last Will and Testament

of

STANLEY MAX COOPER

I, Stanley Max Cooper, of Bonneville County, Idaho, make, publish and declare this to be my Last Will and Testament.

PART ONE

INTRODUCTORY CLAUSES

ARTICLE 1-1: REVOCATION OF PRIOR WILLS

I hereby revoke all Wills and Codicils that I have previously made.

ARTICLE 1-2: DECLARATION OF FAMILY

I am married to Betty Mae Cooper and all references in this will to "my spouse" are to her only. I have three (3) children now living, whose names are: Deborah Mae Walters, Shelley D. Landon and Jana Lynn Hilde. The above children and their issue are my only issue. All references to my children are to the above named children.

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ARTICLE 1-3: PAYMENT OF DEBTS

I authorize the payment of all my just

ARTICLE 1-5: NATURE OF JOINTLY HELD PROPERTY

Any designation of joint ownership of assets is for my convenience only and at the time of my death all such assets shall be a part of my probate estate and subject to this Will.

ARTICLE 1-6: NOT JOINT WILLS

My spouse and I have each executed wills that have similar provisions, but the execution of similar wills is not to be construed as making the wills "joint and mutual".

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distributed in accordance with the following provisions of this Article and other applicable provisions of my will. This trust shall be known as The Family Trust.

2-2.2: Income to Spouse. The trustee shall pay to or apply for my spouse's benefit during my spouse's lifetime, semiannually or at more frequent intervals, the entire net income of The Family Trust.

2-2.3: Principal Distributions. If the trustee deems such income payments to be insufficient, the trustee shall pay to or apply for the benefit of my spouse such sums out of principal as the trustee in the trustee's discretion deems necessary for the proper health, education, support, and maintenance of my spouse. In the trustee's absolute discretion, the trustee may also pay to or apply for the benefit of any one or more of my children or other issue such sums out of principal as the trustee deems necessary for their proper health, education, support, and maintenance. In making any payments of principal to or for a beneficiary under this section, the trustee shall take into consideration all sources of support available to that beneficiary outside this trust known to the trustee. In exercising these discretionary powers to invade principal, the trustee shall be mindful of the fact that my primary concern in establishing this trust is my spouse's welfare, and that the interests of others in the trust are to be subordinate to those of my spouse. Any payment or application of benefits to or for any person pursuant to this section shall be charged against the trust estate as a whole rather than against the ultimate distributive share of the person to whom or for whose benefit the payment is made.

2-2.4: Payment of Spouse's Death Expenses. On the death of my spouse, in the trustee's sole discretion, income or principal of this trust may be used to pay my spouse's last illness and funeral expenses, and other obligations incurred for the support of my spouse.

2-2.5: Limited Power of Appointment. The trustee shall distribute all or such portion of the trust estate, including both principal and any accrued or undistributed income, to such one or more of the group consisting of my children and/or other issue, in such shares and interests and on such terms and conditions, either outright or in trust, as my spouse shall appoint by: (1) a written instrument executed during my spouse's lifetime with the same formality as required for the execution of a deed under Idaho law; or (2) a will or codicil specifically referring to and exercising this power of

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appointment (whether such will is executed before or after my death, provided that my spouse survives me). This power shall not be exercisable to any extent for the benefit of my spouse, my spouse's estate, my spouse's creditors, or the creditors of my spouse's estate and shall not be exercisable to any extent with regard to any policy of life insurance under which the life of my spouse is insured.

Any portion of the trust estate not effectively appointed by my spouse in this manner shall be held and distributed as provided in section 2-2.6 below.

2-2.6: Distribution of Trust Upon Death of Spouse. On the death of the survivor of my spouse and me, the trustee shall divide the trust estate into as many shares as there are children of mine then living and children of mine then deceased leaving issue then living. Each share created for a living child of mine shall be distributed to such child free of trust. Each share created for the then living issue of a deceased child of mine shall be distributed to such issue by right of representation subject to the provisions of the following paragraph.

If under this section any portion of the trust estate becomes distributable upon termination of any trust to any person who has not attained the age of twenty-five (25) years or is under a legal disability, then such portion of the trust estate shall immediately vest in such person. The trustee shall retain possession of such portion of the trust estate during the period such person is under the age of twenty-five (25) years or is under a legal disability, and in the meantime shall use, apply and expend so much of the net income and principal of said vested portion of the trust estate as the trustee in the trustee's sole discretion shall deem necessary and desirable for the health, support, care, maintenance, and education of such person. Any income not so expended in any calendar year shall be added to the principal at the end of the year. The trustee shall have with respect to each share so retained all the powers and discretions the trustee has with respect to the trust estate generally. When such person attains the age of twenty-five (25) or is no longer under such legal disability (if after age twenty-five (25)), or dies, the trustee shall promptly distribute the balance of such portion to such person or such person's estate, as the case may be.

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ARTICLE 2-3: PROVISIONS RELATING TO DISTRIBUTION OF ASSETS

2-3.1: Distributions During Administration. During the period after my death and before establishment of any trust hereunder, the personal representative may distribute all, none or any part of that portion of the net income of my estate which would have been earned by such trust had it then been in existence, as determined by the personal representative, to and among those persons who would have been entitled to receive income from such trust had it then been in existence. Any powers and limitations herein granted to or imposed upon the trustee to allocate income and to invade principal shall be exercisable by and binding upon the personal representative. Any undistributed income of my estate which is attributable to property belonging to any trust established hereunder shall be distributed to the trustee as part of the principal of such trust.

2-3.2: Distribution or Continuation In Trust. Any assets or shares of any trust which, by reason of a person's attained age or death or otherwise, would already have become distributable by the trustee if previously held in a trust hereunder, shall be distributed upon their receipt by the trustee, or, if they have become distributable during administration, may be distributed directly by the personal representative without requiring that such trust be established or that distribution be made by the trustee.

2-3.3: Failure of Remainder. If at the time of my death, or at any later time before full distribution of the entire trust estate, my spouse and all of my issue are deceased, any unvested portion of my estate or of any trust estate shall be distributed one-half (1/2) to those persons who then would be my heirs and one-half (1/2) to those persons who then would be my spouse's heirs. Their identities and respective shares shall be determined as though our deaths had then occurred and shall be determined according to the laws of the State of Idaho then in effect relating to the succession of separate property.

2-3.4: Contingent Termination of Trust. Unless sooner terminated in accordance with the other provisions of this Will, each trust created under this Will shall terminate twenty-one (21) years after the death of the last survivor of my spouse and those of my issue who are living at the time of my death. All principal and undistributed income of any trust so terminated shall be distributed to the then income

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beneficiaries of that trust in the proportions in which they are, at the time of termination, entitled to receive the income; provided, however, that if the rights to income are not then fixed by the terms of the trust, distribution under this clause shall be made, by representation, to such issue of mine as are then entitled or authorized in the trustee's discretion to receive income payments, or, if there are no such issue of mine, in equal shares to those beneficiaries who are then entitled or authorized to receive income payments.

ARTICLE 2-4: POWERS OF TRUSTEE

2-4.1: Trustee's Powers. Subject to any limitations stated elsewhere in this Will, the trustee shall have all powers conferred by law affecting any trust created under this Will, including the powers specified in the Idaho Uniform Trustees' Powers Act and the Idaho Uniform Probate Code as they now exist or may hereafter be amended. The powers herein granted to the trustee may be exercised in whole or in part, from time to time, and shall be deemed to be supplementary to and not exclusive of the general powers of trustees pursuant to law.

2-4.2: Principal and Income Allocation. Except as otherwise specifically provided in this Will, the determination of all matters with respect to what is principal and income of any trust estate and the apportionment and the allocation of receipts and expenses shall be governed by the provisions of the Idaho Uniform Principal and Income Act as it now exists or may hereafter be amended. Any such matter not provided for in this Will or in the Uniform Principal and Income Act shall be determined by the trustee in his sole discretion.

2-4.3: Class Distributions. The discretionary power of the trustee to distribute income and principal among the members of any class shall include the power to make unequal distributions and the power to withhold all distributions of income or principal from one or more or all members of such class.

2-4.4: Ascertainable Standard. Notwithstanding any other provision of this Will, if the trustee of any trust established under this Will is also a beneficiary of such trust, such trustee shall not, in the exercise of his discretionary power to distribute principal, distribute to himself principal in excess of that which is necessary for his health, education, support, and maintenance. For purposes of this limitation, distributions necessary for health shall

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include distributions to pay medical, dental, hospital, nursing and invalidism expenses. No trustee shall distribute income or principal in such a manner as to discharge such trustee's legal obligation to support any person.

2-4.5: Trustee's Discretion. The decision of the trustee shall be final and conclusive in all matters in connection with the invasion of principal, the accumulation of income prior to the time of termination, and the exercise of any other discretionary powers with respect to any trust. No beneficiary shall have the right or power to enforce or object to the reasonable exercise of such powers.

2-4.6: Insurance Proceeds Payable to Trustee. The trustee shall not be obligated to use any part of any insurance proceeds payable to the trustee under any policy of life insurance by which my life is insured to pay any of the expenses of the administration of my estate, any taxes payable on account of my death, or any debts of my estate. However, the trustee may, in the trustee's sole discretion, pay such expenses if such payment would be in the best interest of the beneficiaries of the trust.

2-4.7: Payments for Education. Whenever provision is made in any trust for payment for the "education" of a beneficiary, the term "education" shall be construed to include education at some college or university of said beneficiary's preference, including postgraduate or professional study, and shall also include vocational training and vocational rehabilitation training. In determining payments to be made for such education, the trustee shall take into consideration the beneficiary's related living and travel expenses to the extent that they are reasonable.

2-4.8: Retention of Assets. Whenever the trustee has the discretion or obligation to use trust assets to pay taxes, debts, or other obligations of a deceased beneficiary, then notwithstanding any provision which might require immediate distribution of any trust, such trust shall be deemed to continue and the trustee is authorized to hold, and administer and manage the same during a closing period which shall continue until the final determination of taxes, debts, and other obligations shall have been made. No beneficiary shall be entitled to demand payment or distribution of his share before the end of the closing period, but the trustee, in the trustee's sole discretion, may make partial or complete distribution of any share at such times and in such amounts as determined to be appropriate by the trustee. Retention of a

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PART THREE

DESIGNATION AND SUCCESSION OF FIDUCIARIES

ARTICLE 3-1: DESIGNATION OF FIDUCIARIES

3-1.1: Designation of Personal Representative. I nominate Betty Mae Cooper as personal representative of my estate. If said personal representative shall for any reason fail to qualify or, after qualifying, shall cease to act as personal representative, I nominate Deborah Mae Walters, Shelley B. Landon and Jana Lynn Hilde, or the survivors or survivor thereof, as alternate personal representative of my estate.

3-1.2: Designation of Trustee. I appoint Betty Mae Cooper as trustee for all trusts established under this Will. If said trustee shall for any reason fail to qualify or, after qualifying, shall cease to act as trustee, I appoint Deborah Mae Walters, Shelley B. Landon and Jana Lynn Hilde, or the survivors or survivor thereof, as successor trustee for all trusts established under this Will.

ARTICLE 3-2: RESIGNATION OF TRUSTEES

Any trustee of any trust created by this Will may resign at any time by giving notice, in writing, delivered in person to or mailed to the last known address of each beneficiary then receiving the income of the trust or who would then be eligible in the discretion of the trustee to receive the income of such trust. Such resignation shall be effective on the date specified in the notice, but not earlier than the date of service of the notice. In the case of a beneficiary who is under a legal disability, notice shall be sufficient if given to the parent, guardian, or other person or institution having custody of such beneficiary. Upon the resignation of any trustee, if no successor trustee is designated under this Will, or if all designated successors are unable or unwilling to act, the resigning trustee shall have power to designate a successor trustee or successor co-trustees, either individual or corporate. To be effective, such designation shall be by written notice signed by the resigning trustee and delivered to the designated successor trustee. If the resigning trustee fails to designate a successor, or if the designated successor is for any reason unable or unwilling to act, a successor trustee shall be appointed by the court having jurisdiction over the trust with respect to which such trustee has resigned.

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ARTICLE 3-3: POWERS AND OBLIGATIONS OF SUCCESSOR FIDUCIARIES

Every successor or substitute fiduciary shall have all the title, rights, powers, privileges and duties herein conferred or imposed upon the original fiduciary without any act of transfer or conveyance. No successor fiduciary shall be obligated to examine the accounts, records and acts of any previous fiduciary or any allocation of the trust estate.

ARTICLE 3-4: ANCILLARY FIDUCIARIES

If it shall be necessary for a representative of my estate to qualify as a fiduciary in any jurisdiction other than my domicile, I appoint as ancillary fiduciary in such jurisdiction such person or corporation (including my domiciliary personal representative) as may be designated, in writing, by my domiciliary personal representative. Such ancillary fiduciary shall have in such other jurisdiction all the rights, powers, privileges, and immunities conferred upon my fiduciaries under this Will and under the laws of such other jurisdiction.

ARTICLE 3-5: BONDS WAIVED

I direct that each fiduciary, including successors, shall be permitted to qualify and act without the necessity of giving a bond or other undertaking in this or any other jurisdiction for the faithful performance of such fiduciary's duties, or if any bond shall be required by law or rule of court, without the necessity of sureties thereon.

ARTICLE 3-6: COMPENSATION OF FIDUCIARIES

Any fiduciary under my will shall be entitled to reasonable compensation for services actually performed. All fiduciaries shall be entitled to reimbursement for reasonable expenses properly incurred.

ARTICLE 3-7: DEFINITION OF FIDUCIARY

As used in this Will the term "fiduciary" or "fiduciaries" shall include the personal representative of my estate and the trustee of any trust established under my will.

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PART FOUR

GENERAL TRUST AND ESTATE PROVISIONS

ARTICLE 4-1: POWERS OF BENEFICIARIES WITH RESPECT TO ESTATE AND TRUST ASSETS

4-1.1: Disclaimers. Any beneficiary under this Will may renounce and disclaim, in whole or in part, any gift, interest, right or power hereunder. Except as otherwise provided herein, the property and interest renounced and any future interest which is to take effect in possession or enjoyment after the termination of the interest renounced shall be disposed of in the manner provided in this Will as if the person renouncing had predeceased me.

4-1.2: Spendthrift. Neither the income from nor the principal funds of any trust created by this Will shall ever be liable for any debt, present or future, of any beneficiary or beneficiaries thereof, and shall not be subject to the right of any creditor or judge or trustee in bankruptcy to reach the same under any writ or by any proceedings at law or in equity, or be attached by or subjected to the interference or control of such persons. The beneficiary or beneficiaries shall not have any power to give, grant, sell, convey, mortgage, pledge or otherwise dispose of, encumber or anticipate the income or any installment thereof, or any share of principal thereof. It is my will that no right of disposition of any such property shall vest in any beneficiary until it shall have been actually transferred or paid over to that beneficiary in accordance with the terms of the trust which holds such property.

4-1.3: Powers of Appointment.

(a) Scope of Powers. In the exercise of any power of appointment created by this Will, the donee may (1) impose spendthrift restrictions and other lawful conditions upon any appointment, provided no one other than an object of the power is benefited thereby; (2) make appointments outright to an object or in trust for the object; (3) appoint life estates to one or more objects of the power with remainders to others; (4) create in any object a general or special power of appointment; and (5) appoint by a will or codicil to a will executed before my death, but only if the donee survives me. Such powers are in addition to the powers such donee would otherwise have.

(b) Rule Against Perpetuities. No donee may exercise any such power in a manner violating applicable rules against perpetuities or similar rules. Any attempt to do so shall be entirely ineffectual and the gifts herein made in default of appointment shall take effect.

(c) Method of Exercise. A testamentary power of appointment created by this Will may be exercised only by an instrument which clearly shows an intent to do so. General residuary clauses not containing the word "appoint" or some similar expression shall not have that effect. In determining whether any donee has exercised the testamentary power of appointment herein given to him, my trustee shall be entitled to rely upon an instrument admitted to probate in formal or informal proceedings in any jurisdiction as his last will, or to act on the assumption he has died intestate if the trustee shall receive no notice of the existence of a last will within three months after his death.

ARTICLE 4-2: ADMINISTRATION OF ESTATE AND TRUSTS

4-2.1: Non-Intervention. My personal representative shall have full power to manage and settle my estate without intervention of any court or courts, including, but not limited to, the power to sell, lease, mortgage, invest, reinvest, exchange, manage, control or in any way use and deal with any and all property of my estate.

My estate shall not be subject to supervised administration. However, if my personal representative shall petition for supervised administration, it is my desire that such administration be ordered. If any other person interested in my estate shall petition for supervised administration, it is my desire that such administration, nevertheless, shall not be ordered, unless changed circumstances would require supervised administration to protect the interests of my estate and its beneficiaries.

4-2.2: Continuation of Unincorporated Businesses. I authorize my personal representative to continue any unincorporated business or venture in which I am engaged at the time of my death in the same business form throughout the period of administration of my estate if my personal representative in his sole discretion deems such continued operation of such business or venture to be in the best interest of my estate and its beneficiaries.

4-2.3: Administration of Trusts. It is my intention that all trusts established under this Will shall be administered free from the continuing supervision or control of the court having jurisdiction of the settlement of my estate, and that my estate be finally settled as in other cases and the trust fund or properties be delivered to my trustee as such. This provision shall not limit the power of my trustee to obtain judicial settlement of its accounts or the power of any beneficiary to bring an action for an accounting.

4-2.4: Administrative Powers of Fiduciaries. In addition to the powers enumerated in the Idaho Uniform Trustees Powers Act and the Idaho Uniform Probate Code, my personal representative and trustee shall have power, without prior appraisal, authorization or approval of any court, to do everything they shall consider advisable in the management of my estate and each trust created by this Will, even though it would not otherwise be authorized for fiduciaries under any statute or rule of law, including within this grant, without impairing its plenary nature, the following powers:

(a) Tax Elections. To make all elections and to take all other appropriate actions with respect to taxation of every kind applying to me, my estate, or any trust established hereunder. Such power may be exercised regardless of the effect of such exercise upon the comparative values of the several gifts made by this Will, and my fiduciaries shall not be required to make any adjustment in the amount of any gift or in the income or principal of my estate or any trust estate in order to compensate for the effect of such exercise. However, if any fiduciary is also a beneficiary under this Will, such fiduciary shall not participate in the exercise of such power so long as any person who is not a beneficiary is acting as co-fiduciary.

(b) Method of Payment. To pay or apply any money or other property payable to any person, including, but not limited to, persons under a legal disability, in such of the following ways as the trustee or personal representative shall in his sole discretion determine: (1) through payment directly to such person, even though he may be under a legal disability; (2) to any parent, guardian, committee, conservator or other personal representative of such person, or to any suitable adult person with whom such person resides; (3) through direct expenditure for the beneficiary's benefit, as, for example, for the purchase of and payment of premiums on policies of insurance on the life of such person owned by such person or his conservator or custodian, or through payment to

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his doctors, nurses, hospitals, schools or other persons or institutions supplying him with food, shelter, care or maintenance, or other goods, property or service of any kind, not limited to necessities; (4) to any custodian of the property of such person, including custodians acting pursuant to the Idaho Uniform Transfers to Minors Act or similar statutory provisions; or (5) to the trustee of any trust for the exclusive benefit of a minor or disabled person. The receipt of any such payee shall be a full discharge for all property so paid or applied.

(c) Occupancy of Real Property. To permit any person having any interest in my estate or any trust to occupy any real property forming part of my estate or such trust upon such terms as my fiduciaries shall consider proper, whether rent free or in consideration of the payment of taxes, insurance, maintenance and ordinary repairs, or otherwise.

(d) Distribution in Kind. To make distributions in cash or in specific property, real or personal, or in undivided interests therein, or partly in cash and partly in such property or interest therein, even if shares be composed differently. My fiduciaries shall have absolute discretion in the selection of property to be allocated in satisfaction of any gift without regard to the income tax basis of such property and shall not be required to adjust the amount of any gift in order to compensate for the income tax liability inherent in appreciated property distributed in kind in satisfaction of such gift.

(e) Consolidation of Trusts. For convenience of administration and investments, the trustee may hold the trust estate or separate trusts created under this Will in a common fund, dividing the income proportionately among them, assign an undivided interest in the several shares and make joint investments of the funds belonging to them. Insofar as practicable, the trustee may consolidate any trust estate or any separate trust created under this Will with any other trust or trusts created by me or any member of my family, and may hold, administer and invest the several trusts as one or more common funds and make joint or several distributions of income or principal thereof, whichever the trustee deems advisable, but the trustee shall keep separate accounts for the different undivided interests. Separate trusts consolidated hereunder for administration and investment shall remain separate trusts for all purposes.

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4-2.5: Sales to Fiduciaries. Any fiduciary hereunder is not prohibited from purchasing assets from my estate or any trust created hereunder as long as he pays the fair market value for the assets purchased. Such fiduciary shall also pay a commercially acceptable interest rate on all installment purchases. Nothing herein shall be construed as requiring my estate or any trust created hereunder to sell any assets to any fiduciary.

4-2.6: Incorporation by Reference. For purposes of the administration of any trust hereunder in any jurisdiction other than Idaho, the Idaho Uniform Trustee Powers Act as it exists on the date of the execution of this Will is incorporated herein by reference and shall be effective as if it were set out at length in this Will, and the trustee shall have, in addition to the powers expressly granted in this Will, all of the powers conferred or provided for by said Act to the extent that such powers are consistent with the powers expressly granted in this Will.

4-2.7: Release of Powers. Every administrative power created by this Will is releasable in whole or in part, temporarily or irrevocably. Any such release may be accomplished by an instrument in writing filed in any court which has granted probate of this Will or by any other method allowed by law.

4-2.8: Limitation of Powers over Insurance. I intend that any interest in any policy of insurance on the life of another person held by my trust shall not be included in the estate of the insured for estate and inheritance tax purposes. If insurance on the life of any person shall become an asset of my estate or any trust hereunder, such person, if and while acting as a fiduciary hereunder, shall have no power or authority to change beneficiaries or to obtain the cash or loan value of such insurance or to exercise any other right, privilege or incident of ownership with respect to such insurance. All incidents of ownership of such insurance shall be vested solely in the fiduciaries other than such person. If such person is the sole acting fiduciary, the successor fiduciary named herein shall act as a limited co-fiduciary for the sole purpose of exercising all rights, privileges and incidents of ownership pertaining to such insurance. If no successor fiduciary is designated or is able to act, the acting fiduciary shall designate any natural adult person, bank, or trust company to act as a limited co-fiduciary for the sole purpose of exercising all rights, privileges and incidents of ownership pertaining to such insurance.

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4-2.9: Reports. Periodic reports shall be rendered by my trustee to each beneficiary eligible to receive the current income, showing the assets then held by the trust and all of the receipts, disbursements and distributions during the period. Such reports shall be rendered at least annually. Reports to any beneficiary who is under a legal disability may be rendered directly to such beneficiary or to any parent, guardian, or conservator of or other personal representative of such beneficiary, or to any adult person with whom such beneficiary resides. The records of the trustee with respect to a trust shall be open at all reasonable times to the inspection of the beneficiaries of such trust and their designated representatives.

ARTICLE 4-3: CONSTRUCTIONAL RULES

4-3.1: Issue. Except as otherwise provided herein, "issue" means all legitimately born lineal descendants of all degrees of the described ancestor. An adopted child and such adopted child's issue shall be considered in this Will as legitimately born descendants of the adoptive parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent, or of either of the adoptive parents. A person who is related to a decedent through two (2) lines of relationship is entitled to only a single share based on the relationship which would entitle him to the larger share. An adopted person shall be considered as descended from the person referred to only if he has been adopted while under the age of eighteen (18). An adopted child shall not be considered the issue of his natural parents or of the ancestor of his natural parents if he is adopted while he is under the age of three (3) years old, except where he is adopted by the spouse of one of his natural parents he shall be considered the issue of such natural parent and the issue of the ancestors of such natural parent. For all purposes of this Will an illegitimate child of a male person shall not be considered the child of such male person unless such male person expressly acknowledges such child as his child in writing or marries the mother of such child prior to the date on which such child's interest in my estate or any trust hereto would vest in such child if such child were legitimate. For all purposes of this Will the illegitimate child of a female person shall be considered the child of such female person unless the parental rights of such female person to such child are legally terminated.

4-3.2: Distributions by Representation. In every case in which any interest is given to the issue of a person, distributions (other than discretionary distributions of income

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and principal among members of a class) shall be made by representation. Whenever a distribution to the issue of a designated person is to be made by representation, the distributable assets shall be divided into as many shares as there are, at the time of my death, or at any other time such assets are distributable, living issue in the nearest degree of kinship and then deceased issue in the same degree who left issue who are then living, each then living issue in the nearest degree receiving one share and the share of each then deceased issue in the same degree being divided among his issue in the same manner.

4-3.3: Determination of Distributees. If under any provision of this Will a distribution of my estate or any trust estate is to be made to the issue of any person, the personal representative and the trustee shall make distributions to those persons whom they believe, after making such inquiry as they think reasonable, to be the persons so described, or if after making such inquiry, they believe there is no such person, they may act upon such assumption. The personal representative and trustee shall not be obliged to secure judicial ascertainment of the identity of such issue or the lack thereof and shall be immune from all liability which they might otherwise incur by reason of making distribution without the aid of judicial settlement or decree.

4-3.4: Governing Law. The laws of Idaho shall govern all questions as to the validity and construction of this Will and of all trusts created by this Will.

4-3.5: Child in Gestation. A child in gestation who is later born alive shall be considered as a living child throughout the period of gestation.

4-3.6: Other Principles of Construction. Words in any gender shall be deemed to include the other genders; the singular shall be deemed to include the plural and vice versa; the word "give" shall also mean devise and bequeath, but shall not mean appoint; the words "pay" and "distribute" shall also mean assign and convey; unless a contrary meaning shall be expressly indicated or clearly implied from the context, the words "personal representative" and "trustee" and the pronouns referring to them shall always refer interchangeably to the male or female person or persons or to the institution or any combination of them then acting as my personal representative or as trustee of any trust established hereunder; and the heading and underlined paragraph titles are for guidance only and shall have no significance in the interpretation of this Will.

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I, **STANLEY MAX COOPER**, the testator, sign my name to this instrument, consisting of twenty (20) pages, this 31st day of May, 1994, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and Testament and that I sign it willingly (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen (18) years of age or older, of sound mind, and under no constraint or undue influence.

/s/ Stanley Max Cooper
Testator

We, Nikki Hanson and Sandra J. Whittaker, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the testator signs and executes this instrument as his Last Will and Testament and that he signs it willingly (or willingly directs another to sign for him), and that each of us, in the presence and hearing of the testator, hereby signs this Will as witness to the testator's signing, and that to the best of his knowledge the testator is eighteen (18) years of age or older, of sound mind, and under no constraint or undue influence.

/s/ Nikki Hanson
Witness

/s/ Sandra J. Whittaker
Witness

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STATE OF IDAHO)
)ss.
County of Bonneville)

Subscribed, sworn to and acknowledged before me by **Stanley Max Cooper**, the testator and subscribed and sworn to before me by Nikki Hanson and Sandra J. Whittaker, witnesses, this 31st day of May, 1994.

(seal)

Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 11-12-98

REF/6785m/sjw

MAY 11 2023

Original ~~Will~~ In safe at Client's home

FIRST CODICIL TO

LAST WILL AND TESTAMENT

of

STANLEY MAX COOPER

I, Stanley Max Cooper, of Bonneville County, Idaho, make, publish and declare this to be my First Codicil to my Last Will and Testament, executed by me, and bearing date of May 31, 1994.

FIRST: I replace Article 2-2.6 of my Last Will and Testament with a new Article 2-2.6 to read as follows:

> 2-2.6: Distribution of Trust Upon Death of Spouse. On the death of the survivor of my spouse and me, the trustee shall divide the trust estate into as many shares as there are children of mine then living and children of mine then deceased leaving issue then living. Each share created for a living child of mine shall be distributed to a separate trust for such child, to be held, administered, and distributed pursuant to the provisions of Article 2-2.7 below. Each share created for the then living issue of a deceased child of mine shall be distributed to the issue by right of representation of such child, subject to the contingent trust provisions set forth in Article 2-2.8 below.

SECOND: I add a new Article 2-2.7 to my Last Will and Testament to read as follows:

> 2-2.7: Trusts for Children. Each share allocated to a child of mine shall be held in a separate trust for the benefit of such child and such child's issue, each trust to

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be administered pursuant to the terms of this Article and other trust provisions of this Will.

For the remainder of the child's life, the trustee shall hold, administer, and distribute the trust for the benefit of the child and the child's issue, and during such term shall make such distributions to the child and the child's issue as the trustee, in the trustee's sole and absolute discretion, shall deem appropriate. There shall be no obligation of the trustee to make any distributions to the child or the child's issue during the term of the trust, all distributions being in the trustee's sole and absolute discretion. Any income not so expended in any calendar year shall be added to the principal at the end of the year. The trustee shall have with respect to each trust all the powers and discretion the trustee has with respect to trusts generally as provided in this Will, with all trust provisions of this Will being applicable to each of such trusts, specifically including but not limited to the spendthrift provisions set forth in Article 4-1.2 below.

At the death of the child for whom this trust is established, the remainder of the child's trust shall be distributed to the issue by representation of such child living at the time of the child's death, subject to the provisions of Article 2-2.8 below. If the child for whom the trust is created shall have no issue living at the time of the child's death, the remainder of the trust shall be distributed to my issue by representation living at the time of the child's death, as if my death had then occurred, subject to any trusts for such beneficiaries contained in this Codicil and Will.

THIRD: I add a new Article 2-2.8 to my Last Will and Testament to read as follows:

2-2.8: Withholding Provisions. If under this will any portion of the trust estate or my estate becomes distributable to any person who has not attained the age of twenty-five (25) years or is under a legal disability, then such portion shall immediately vest in such person. The trustee shall retain possession of such portion during

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2-5.5: Maintain Inheritance as Separate Property. To the extent the distributions to my children, or other issue, are without any trust or any legal limitation, I request them to maintain their inheritances in separate investments, clearly identifying them as their sole and separate property, without including the name of any spouse on the investments. I further request that they not combine these investments with community property they might hold with their spouses. Furthermore, I request that at any time they are single but contemplating marrying, that they obtain proper antenuptial agreements to protect these investments as their separate property for hopeful distribution ultimately to their children.

SIXTH: I replace Article 3-1.2 "Designation of Trustee", with a new Article 3-1.2 to read as follows:

3-1.2: Designation of Trustee. I nominate Betty Mae Cooper as trustee for all trusts established under this Will. If said trustee shall for any reason fail to qualify or, after qualifying, shall cease to act as trustee, I appoint Deborah Mae Hill, Shelley B. Landon and Jana Lynn Hilde, or the survivors or survivor thereof, as successor trustee for all trusts established under this Will.

In the event of a further vacancy of a trustee position by death, resignation, or for any other reason, of all of the above specified alternate co-trustees, I appoint as trustee for each of such trusts, the eldest living child of my child for whose family such trust has been created. For example, if Jana Lynn Hilde were my last living child, at her death, her eldest then living child would assume the trustee position for the assets in her trust and proceed with distribution of such trust or serving as trustee of any continuing trust for her issue. Under such example, to the extent of any continuing trust for the issue of Deborah or Shelley, the eldest then living child of Deborah or Shelley would then become trustee of that particular trust, and in the event of further vacancies, the next oldest in each family would become the trustee for that family's trusts.

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SEVENTH: I hereby ratify and confirm my said Last Will and Testament, dated May 31, 1994, in all other respects.

I, Stanley Max Cooper, the Testator, sign my name to this instrument, consisting of six (6) pages, this 12th day of January, 2006, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my First Codicil to my Last Will and Testament, dated May 31, 1994, and that I sign it willingly (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen (18) years of age or older, of sound mind, and under no constraint or undue influence.

/s/ Stanley Max Cooper
Stanley Max Cooper

We, Cheri Vandermeulen and Susan Sermon, witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Testator signs and executes this instrument as his First Codicil to his Last Will and Testament, dated May 31, 1994, and that he signs it willingly (or willingly directs another to sign for him), and that each of us, in the presence and hearing of the Testator, hereby signs this First Codicil as witness to the Testator's signing, and that to the best of our knowledge the Testator is eighteen (18) years of age or older, of sound mind, and under no constraint or undue influence.

/s/ Cheri Vandermeulen
Witness

/s/ Susan Sermon
Witness

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STATE OF IDAHO)
)ss.
County of Bonneville)

Subscribed, sworn to and acknowledged before me by Stanley Max Cooper, the Testator and subscribed and sworn to before me by Cheri Vandermeulen and Susan Sermon, witnesses, this 12th day of January, 2006.

/s/ Robert E. Farnam
Notary Public for Idaho
Residing at: Idaho Falls, Idaho
My Commission Expires: 11/12/10

(seal)

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IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718
Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little **Director Gary Spackman**

May 10, 2023

STANLEY MAX COOPER TESTAMENTARY FAMILY TRUST
12843 N 175 E
RIRIE ID 83443-5002

Re: Change in Water Right Ownership: 25-56 F (Split into 25-56 F and 25-14523),

Dear Water Right Holder(s):

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

Your portion of each water right(s) has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original water right.

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) 497-3787.

Sincerely,

Jonie Baily
Technical Records Specialist 1

Enclosure(s)

cc: MAX COOPER
WATER DISTRICT 01

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MAY 11 2023