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

RECEIVED

JUL 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?
35-11036 OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Don L. Adams, Ruth Mae Adams
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): William Blain Empey, Cindy A. Empey
   New owner(s) as listed on the conveyance document Name connector / ☒ and ☐ or

   533 West 1250 North Cir. | American Fork | UT | 84003
   Mailing address | City | State | Zip

   801 319 8946 | Blainmp@gmail.com
   Telephone | Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
   - ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
   - ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: April 29, 2022.

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.
   - NA ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
   - NA ☐ 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: William Blain Empey — Signature of new owner/claimant
   Title, if applicable: –
   Date: July 10, 2023
   Print name: William Blain Empey

   Signature: Cindy A. Empey — Signature of new owner/claimant
   Title, if applicable:
   Date: July 10, 2023
   Print name: Cindy A. Empey

For IDWR Office Use Only:

Receipted by JB Date 7/20/2023 Receipt No. E049359 Receipt Amt. $25.-

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 7/25/2023

JUL 25 2023

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Lane V. Erickson, Attorney
RACINE OLSON PLLP
P.O. Box 1391; 201 E. Center Street
Pocatello, Idaho 83204-1391

Instrument # 747841
BINGHAM COUNTY, IDAHO
2022-08-01 11:43:57 AM No. of Pages: 6
Recorded for: RACINE OLSON, PLLP
PAMELA W. ECKHARDT Fee: $15.00
Ex-Officio Recorder Deputy JPulley
Index To: QUIT CLAIM DEED
Electronically Recorded by Simplifile

(Space Above For Recorder's Use)

QUITCLAIM DEED

THIS QUITCLAIM DEED, is hereby made by DON ADAMS, GARY ADAMS, RICHARD ADAMS, DIANE MULLENIX and RANAE DUCLOS, (hereafter "Grantors"), to CINDY A. EMPEY and WILLIAM BLAIN EMPEY, husband and wife (hereafter collectively "Grantees"), whose current address is: 533 West 1250 North Circle, American Fork, UT 84003.

THEREFORE, for valuable consideration received, Grantors hereby quitclaim, transfer, and convey to Grantees all of Grantors' ownership, rights, titles, and interests in and to the following described real property in Bingham County, Idaho:

A PARCEL OF LAND LOCATED IN THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 32 EAST, BOISE MERIDIAN, BINGHAM COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST SECTION CORNER OF SAID SECTION 5, SAID CORNER BEING A 5/8-INCH REBAR WITH AN ALUMINUM CAP STAMPED PLS 8075; THENCE N 88 ◦ 57'23" W 208.19 FEET ALONG THE NORTH LINE OF SAID SECTION 5 TO A ½-INCH REBAR WITH A PLASTIC CAP STAMPED PLS 8075; THENCE S 00◦ 07'08" W 825.56 TO THE INTERSECTION WITH THE NORTHERLY LINE OF THE AMERICAN FALLS RESERVOIR RIGHT OF WAY, SAID INTERSECTION BEING MARKED WITH A ½-INCH REBAR WITH PLASTIC CAP STAMPED PLS 8075; THENCE N 60◦ 35' 14" E 233.46 FEET ALONG NORTHERLY LINE OF THE AMERICAN FALLS RESERVOIR RIGHT OF WAY TO THE INTERSECTION WITH THE EAST LINE OF SAID SECTION 5, SAID INTERSECTION BEING MARKED WITH A BUREAU OF RECLAMATION BRASS CAP IN CONCRETE POST; THENCE N 00◦ 3 1 '36" E 707. I 5 FEET ALONG THE EAST LINE OF SAID SECTION 5 TO THE TRUE POINT OF BEGINNING;

SAID PARCEL CONTAINS ±3.61 ACRES.

SCANNED
JUL 25 2023

together with all appurtenances. Subject to an Access Easement that was recorded on November 30, 2021, as Bingham County Recorder's Instrument No. 739871.

EXECUTED this 29 day of April 2022.

GRANTOR:

DON ADAMS, individually

STATE OF UTAH)
) **SS:**
COUNTY OF Utah)

On this 29 day of April 2022, before me, the undersigned, a notary public in and for said state, personally appeared, DON ADAMS, individually, known or identified to me to be the person whose name is subscribed to the within instrument, as one of the Grantors, and acknowledged to me that he executed the same in such capacity.

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

Notary Public
Utah County, UTAH
My Commission expires: Feb. 24, 2024

NOTARY PUBLIC
MATTHEW WILLIAMS
COMM. # 710754
MY COMMISSION EXPIRES
FEBRUARY 24, 2024
STATE OF UTAH

SCANNED
JUL 25 2023

EXECUTED this 29 day of April 2022.

GRANTOR:

GARY ADAMS, individually

STATE OF UTAH)
) **SS:**
COUNTY OF Utah)

On this 29 day of April 2022, before me, the undersigned, a notary public in and for said state, personally appeared, GARY ADAMS, individually, known or identified to me to be the person whose name is subscribed to the within instrument, as one of the Grantors, and acknowledged to me that he executed the same in such capacity.

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

Notary Public
Utah County, UTAH
My Commission expires: Feb. 24, 2024

NOTARY PUBLIC
MATTHEW WILLIAMS
COMM. # 710754
MY COMMISSION EXPIRES
FEBRUARY 24, 2024
STATE OF UTAH

SCANNED
JUL 25 2023

EXECUTED this 29 day of April 2022.

GRANTOR:

Richard Adams.
RICHARD ADAMS, individually

STATE OF UTAH)
) **SS:**
COUNTY OF Utah)

On this 29 day of April 2022, before me, the undersigned, a notary public in and for said state, personally appeared, RICHARD ADAMS, individually, known or identified to me to be the person whose name is subscribed to the within instrument, as one of the Grantors, and acknowledged to me that he executed the same in such capacity.

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

NOTARY PUBLIC
WILLIAM DAHLE
COMM. # 720199
MY COMMISSION EXPIRES
SEPTEMBER 03, 2025
STATE OF UTAH

Notary Public
Utah County, UTAH
My Commission expires: Sept 03, 2025

SCANNED
JUL 25 2023

EXECUTED this 30 day of April 2022.

GRANTOR:

Diane Mullenix

DIANE MULLENIX, individually

STATE OF UTAH)
) **SS:**
COUNTY OF UTAH)

On this 30 day of April 2022, before me, the undersigned, a notary public in and for said state, personally appeared, DIANE MULLENIX, individually, known or identified to me to be the person whose name is subscribed to the within instrument, as one of the Grantors, and acknowledged to me that she executed the same in such capacity.

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

Kimberly K Beazer

Notary Public

UTAH County, UTAH

My Commission expires: April 14, 2025

KIMBERLY K BEAZER
Notary Public - State of Utah
Comm. No. 717791
My Commission Expires on
Apr 14, 2025

SCANNED
JUL 25 2023

747841

EXECUTED this 29 day of April 2022.

GRANTOR:

RANAE DUCLOS, individually

STATE OF UTAH)
) **SS:**
COUNTY OF Utah)

On this 29 day of April 2022, before me, the undersigned, a notary public in and for said state, personally appeared, RANAE DUCLOS, individually, known or identified to me to be the person whose name is subscribed to the within instrument, as one of the Grantors, and acknowledged to me that she executed the same in such capacity.

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

Notary Public
Utah County, UTAH
My Commission expires: 11-4-2023

TRACEY OLSON
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 709110
COMM. EXP. 11-04-2023

SCANNED
JUL 25 2023

747841

Instrument # 739872
BINGHAM COUNTY, IDAHO
2021-11-30 10:57:00 AM No. of Pages: 2
Recorded for: RACINE OLSON, PLLP
PAMELA W. ECKHARDT Fee: $15.00
Ex-Officio Recorder Deputy JPulley
Index To: QUIT CLAIM DEED
Electronically Recorded by Simplifile

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Lane V. Erickson, Attorney
RACINE OLSON PLLP
P.O. Box 1391; 201 E. Center Street
Pocatello, Idaho 83204-1391

(Space Above For Recorder's Use)

QUITCLAIM DEED

THIS DEED, made by STEVEN B. ADAMS, as Trustee of the AMENDED AND RESTATED RUTH M. ADAMS LIVING TRUST, dated October 12, 2015, (hereafter "Grantor"), to DON H. ADAMS; GARY L. ADAMS; RICHARD L. ADAMS; DIANE A. MULLENIX; CINDY A. EMPEY; and RANAE A. DUCLOS (hereafter collectively "Grantees"), whose current address is: 932 E. 310 S., Orem, Utah 84097.

THEREFORE, for valuable consideration received, Grantor quitclaims, transfers, and conveys to Grantees all of Grantor's ownership, rights, titles, and interests in and to the following described real property in Bingham County, Idaho:

A PARCEL OF LAND LOCATED IN THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 32 EAST, BOISE MERIDIAN, BINGHAM COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST SECTION CORNER OF SAID SECTION 5, SAID CORNER BEING A 5/8-INCH REBAR WITH AN ALUMINUM CAP STAMPED PLS 8075; THENCE N 88 ◦ 57'23" W 208.19 FEET ALONG THE NORTH LINE OF SAID SECTION 5 TO A ½-INCH REBAR WITH A PLASTIC CAP STAMPED PLS 8075; THENCE S 00◦ 07'08" W 825.56 TO THE INTERSECTION WITH THE NORTHERLY LINE OF THE AMERICAN FALLS RESERVOIR RIGHT OF WAY, SAID INTERSECTION BEING MARKED WITH A ½-INCH REBAR WITH PLASTIC CAP STAMPED PLS 8075; THENCE N 60◦ 35' 14" E 233.46 FEET ALONG NORTHERLY LINE OF THE AMERICAN FALLS RESERVOIR RIGHT OF WAY TO THE INTERSECTION WITH THE EAST LINE OF SAID SECTION 5, SAID INTERSECTION BEING MARKED WITH A BUREAU OF RECLAMATION BRASS CAP IN CONCRETE POST; THENCE N 00◦ 3 1 '36" E 707. I 5 FEET ALONG THE EAST LINE OF SAID SECTION 5 TO THE TRUE POINT OF BEGINNING;

SAID PARCEL CONTAINS ±3.6 I ACRES.

SCANNED
JUL 25 2023

together with all appurtenances. Subject to an Access Easement that was recorded on the same date as this Deed

EXECUTED this 20th day of October 2021.

Steven B Adams

STEVEN B. ADAMS, as Trustee of the
AMENDED AND RESTATED RUTH M. ADAMS
LIVING TRUST, dated October 12, 2015

STATE OF IDAHO)
) **SS:**
COUNTY OF BANNOCK)

On this 20th day of October 2021, before me, the undersigned, a notary public in and for said state, personally appeared, STEVEN B. ADAMS, as Trustee of the AMENDED AND RESTATED RUTH M. ADAMS LIVING TRUST, dated October 12, 2015, known or identified to me to be the persons whose name is subscribed to the within instrument, as the Grantor, and acknowledged to me that he executed the same in such capacity.

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

LANE V. ERICKSON NOTARY PUBLIC Comm. No. 38952 STATE OF IDAHO

Lane V. Erickson

Notary Public
Bannock County, Idaho
My Commission expires: 10/22/2026

SCANNED
JUL 25 2023

739872

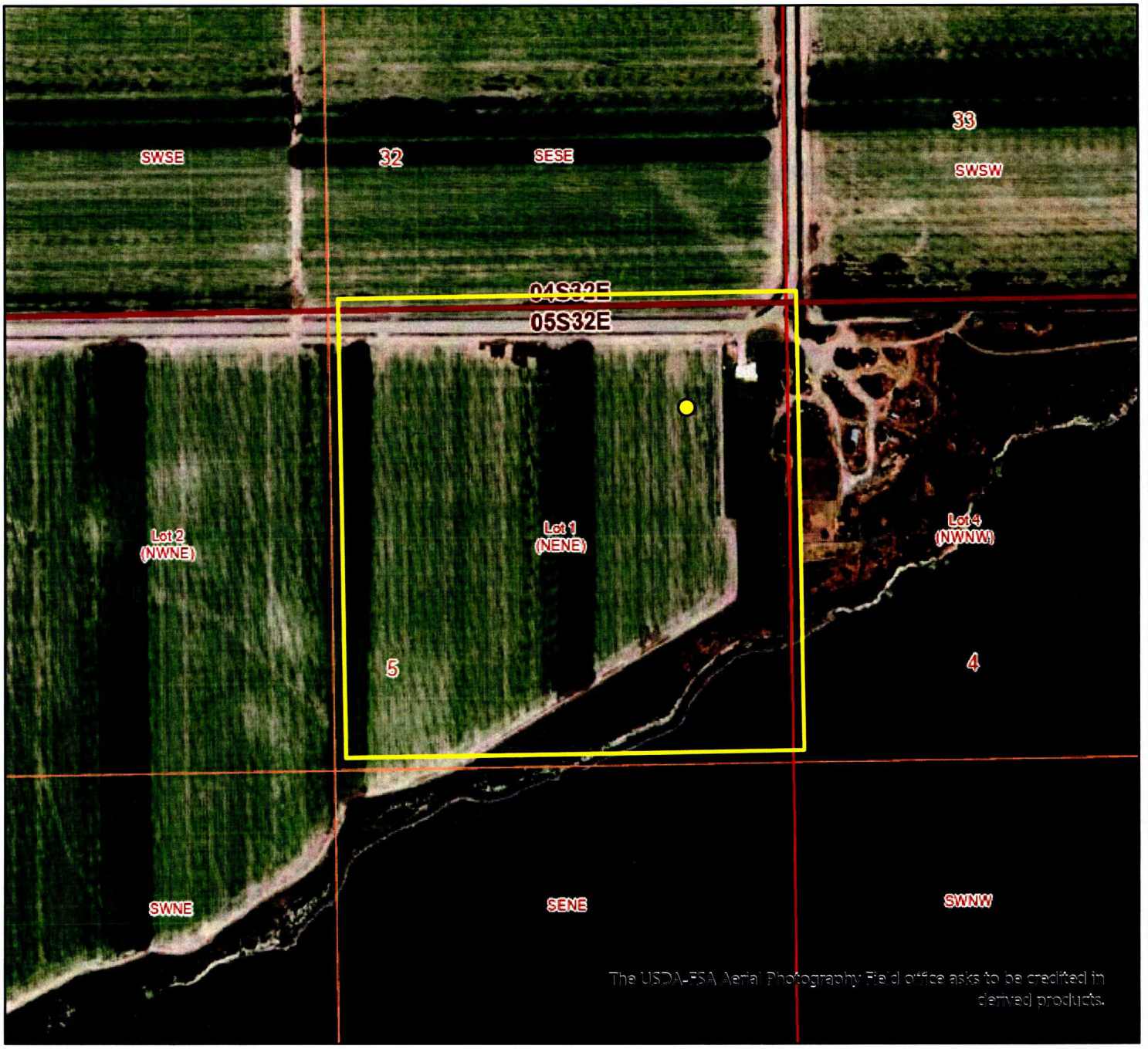
State of Idaho
Department of Water Resources

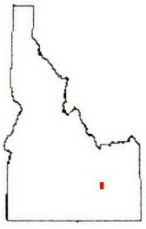
Water Right

35-11036

DOMESTIC

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.





0 0.03 0.06 0.11 0.17 0.22

Miles

Legend

- Quarter Quarters
- PLS Sections
- Townships
- Place of Use Boundary
- Point of Diversion

N

Date created: 7/10/2023

RECEIVED
JUL 25 2023

Close

Water Right Report : 35-11036(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	ADAMS, DON L	2201 W 1200 S	STERLING	ID	83210
Current Owner	ADAMS, RUTH MAE	2201 W 1200 S	STERLING	ID	83210

Water Right Status

Priority Date : 9/1/1933
Basis : Decreed
Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
GROUND WATER	05S	32E	5	0	NE	NE	NE	BINGHAM	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
DOMESTIC	1/01	12/31	0.04 CFS	
TOTAL			0.04 CFS	

Places of Use

Printable View | Paged View

Place of Use Legal Description : DOMESTIC (BINGHAM county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
05S	32E	5			NE	NE	

Conditions

Code	Condtions
N13	THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
N11	THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
	PARCEL NO. RP0103200 PROPERTY ALSO KNOWN 2201 W 1200 S

Dates

Licensed Date :
Decreed Date : 11/28/1997
Permit Proof Due Date :
Permit Proof Made Date :
Permit Approved Date :
Permit Moratorium Expiration Date :
Enlargment Use Priority Date :
Enlargement Statute Priority Date :

Other Information

State or Federal : S
Water District Number : EXC
Generic Max Rate Per Acre : 0
Generic Max Volume Per Acre : 0
Civil Case Number :
Decree Plantiff :
Decree Defendant :
Swan Falls Trust or Nontrust :

SCANNED
JUL 25 2023

Application Recevied Dat[redacted]
Protest Deadline Date:

Swan Falls Dismissed :
DLE Act Number :
Cary Act Number :
Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES

7/10/2023

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SCANNED
JUL 25 2023

Instrument # 739871
BINGHAM COUNTY, IDAHO
2021-11-30 10:57:00 AM No. of Pages: 6
Recorded for: RACINE OLSON, PLLP
PAMELA W. ECKHARDT Fee: $25.00
Ex-Officio Recorder Deputy JPulley
Index To: EASEMENT
Electronically Recorded by Simplifile

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Lane V. Erickson, Attorney
RACINE OLSON PLLP
P.O. Box 1391; 201 E. Center Street
Pocatello, Idaho 83204-1391

(Space above for Recorder's use)

ACCESS EASEMENT

STEVEN B. ADAMS, as Trustee of the AMENDED AND RESTATED RUTH M. ADAMS LIVING TRUST, dated October 12, 2015 (hereafter "Grantor") hereby grants to STEVEN B. ADAMS, and his heirs, successors, administrators, executors and/or assigns (hereafter "Grantee") a non-exclusive perpetual access easement (hereafter "Easement") over, on, across, and through Grantor's property described in ***Exhibit A*** (hereafter "Grantor's Property") for ingress to and egress from Grantees' Property described in ***Exhibit B*** (hereafter "Grantee's Property") via the existing road depicted on ***Exhibit C*** (hereafter "Road"), subject to the following terms and conditions:

1. **Dimensions.** The Easement shall be 30 feet wide.

2. **Use.** Grantee's use of the Easement shall be for ingress and egress for personal and farming uses typical of Grantee's historic use of the road and more particularly for access to and use of the well, pumps, water systems and the like that exists on Grantor's property, which right of use shall continue and be unaffected by this Easement.

3. **Obstructions.** No fence or other obstruction shall be erected or permitted within the Easement that would prevent or impede use by Grantee. As an exception, Grantor or Grantee may install a gate across the Easement at the entrance to Grantee's Property, in which case both parties must be given a key or other means to open and close such gate.

4. **Maintenance.** Grantor and Grantee shall have independent rights to reasonably maintain and improve the access road. Substantial alterations or improvements to the access road shall be permitted to be made only upon the prior express written consent of the other party.

5. **Binding on Successors.** This Easement shall be recorded in the official records of Bingham County, Idaho, and shall be binding on the heirs, successors, administrators, executors and assigns of all parties hereto and shall run with the land.

6. **Remedies.** In the event of a breach hereunder by any party, the non-breaching party shall have all remedies available at law or in equity, including the availability of injunctive relief. In any suit, action or appeal therefrom to enforce or interpret this Easement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees and disbursements.

SCANNED
JUL 25 2023

IN WITNESS WHEREOF, the undersigned have caused this Easement to be executed the day and year first written above.

GRANTOR:

Steven B Adams

STEVEN B. ADAMS, Trustee of the
AMENDED AND RESTATED
RUTH M. ADAMS LIVING TRUST,
Dated October 12, 2015

GRANTEE:

Steven B Adams

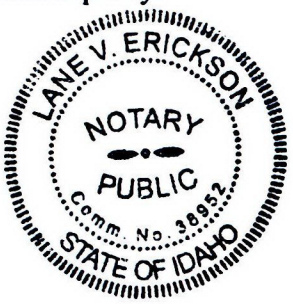
STEVEN B. ADAMS, individually

SCANNED
JUL 25 2023

ACKNOWLEDGEMENT

STATE OF IDAHO)
) **SS:**
COUNTY OF BANNOCK)

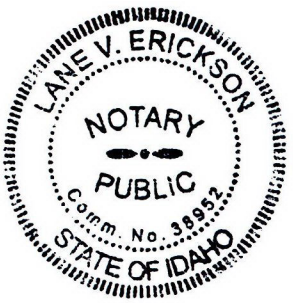
On this 20th day of October, 2021, before me the undersigned Notary Public in and for said State, personally appeared STEVEN B. ADAMS, as Trustee of the AMENDED AND RESTATED RUTH M. ADAMS LIVING TRUST, dated October 12, 2015, known or identified to me to be the Grantor in the above instrument and acknowledged to me that he executed the same as Trustee in such capacity.



Notary Public
Bannock County, Idaho
My Commission expires: 10/22/2026

STATE OF IDAHO)
) **SS:**
COUNTY OF BANNOCK)

On this 20th day of October, 2021, before me the undersigned Notary Public in and for said State, personally appeared STEVEN B. ADAMS, individually, known or identified to me to be the person whose name is subscribed to the above instrument as the Grantee, and acknowledged to me that he executed the same.



Notary Public
Bannock County, Idaho
My Commission expires: 10/22/2026

SCANNED
739871
JUL 25 2023

EXHIBIT "A"

GRANTOR'S PROPERTY OVER WHICH THE EASEMENT RUNS. SAID PROPERTY IS DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 32 EAST, BOISE MERIDIAN, BINGHAM COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST SECTION CORNER OF SAID SECTION 5, SAID CORNER BEING A 5/8-INCH REBAR WITH AN ALUMINUM CAP STAMPED PLS 8075; THENCE N 88 ◦ 57'23" W 208.19 FEET ALONG THE NORTH LINE OF SAID SECTION 5 TO A ½-INCH REBAR WITH A PLASTIC CAP STAMPED PLS 8075; THENCE S 00◦ 07'08" W 825.56 TO THE INTERSECTION WITH THE NORTHERLY LINE OF THE AMERICAN FALLS RESERVOIR RIGHT OF WAY, SAID INTERSECTION BEING MARKED WITH A ½-INCH REBAR WITH PLASTIC CAP STAMPED PLS 8075; THENCE N 60◦ 35' 14" E 233.46 FEET ALONG NORTHERLY LINE OF THE AMERICAN FALLS RESERVOIR RIGHT OF WAY TO THE INTERSECTION WITH THE EAST LINE OF SAID SECTION 5, SAID INTERSECTION BEING MARKED WITH A BUREAU OF RECLAMATION BRASS CAP IN CONCRETE POST; THENCE N 00◦ 3 1 '36" E 707. I 5 FEET ALONG THE EAST LINE OF SAID SECTION 5 TO THE TRUE POINT OF BEGINNING;

SAID PARCEL CONTAINS ±3.6 I ACRES.

SCANNED
739871
JUL 25 2023

EXHIBIT "B"

GRANTEE'S PROPERTY THAT RECEIVES AND RETAINS THE EASEMENT CREATED HEREIN. SAID PROPERTY IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 4, SECTION 4, T5S, R32E OF THE BOISE MERIDIAN, BINGHAM COUNTY, IDAHO, FURTHER DESCRIBED AS,

BEGINNING AT THE SECTION CORNER FOR SECTIONS 32 AND 33 TOWNSHIP 4 SOUTH, RANGE 32 EAST AND SECTIONS 4 AND 5 TOWNSHIP 5 SOUTH, RANGE 32 EAST, BOISE MERIDIAN, BINGHAM COUNTY, STATE OF IDAHO. THENCE SOUTH 0°07' EAST A DISTANCE OF 706.8 FEET ALONG THE SECTION LINE BETWEEN SECTIONS 4 AND 5 TO A USBR BRASS CAP MARKED "ROW" SET IN A CONCRETE MONUMENT, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 80°43'51" EAST A DISTANCE OF 180.54 FEET; THENCE NORTH 60°50'32" EAST A DISTANCE OF216.37 FEET; THENCE NORTH 01°58' WEST A DISTANCE OF 476.41 FEET; THENCE NORTH 89°04'11" WEST A DISTANCE OF 352.09 FEET TO A POINT ON THE SECTION LINE BETWEEN SECTIONS 4 AND 5; THENCE SOUTH 0°07' EAST A DISTANCE OF 616.35 FEET ALONG THE SECTION LINE BETWEEN SECTIONS 4 AND 5 TO A USBR BRASS CAP SET IN A CONCRETE MONUMENT, SAID POINT BEING THE TRUE POINT OF BEGINNING, CONTAINING A TOTAL OF 4.67 ACRES MORE OR LESS.

SCANNED

JUL 25 2023

EXHIBIT "C"

DESCRIPTION OF THE EASEMENT WHICH IS AS FOLLOWS:

PART OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 32 EAST BOISE MERIDIAN, BINGHAM COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 5, TOWNSHIP 1 SOUTH, RANGE 33 EAST AND RUNNING THENCE SOUTH 88°57'23" EAST 2626.18 FEET ALONG THE NORTH LINE OF SAID SECTION 5 TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°57'23" E 30.00 FEET ALONG SAID NORTH LINE TO THE NE CORNER OF SAID SECTION 5; THENCE SOUTH 00°31'36" WEST 270.01 FEET ALONG THE EAST LINE OF SAID SECTION 5; THENCE NORTH 88°57'23" WEST 30.00 FEET PARALLEL TO THE NORTH LINE OF SAID SECTION 5; THENCE NORTH 00°31'36" E 270.01 FEET ALONG A LINE THAT IS PARALLEL TO AND 30.00 FEET DISTANT FROM THE EAST LINE OF SAID SECTION 5 TO THE NORTH LINE OF SAID SECTION 5, SAID POINT BEING THE POINT OF BEGINNING.

SCANNED
739871
JUL 25 2023

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Lane V. Erickson, Attorney
RACINE OLSON PLLP
P.O. Box 1391; 201 E. Center Street
Pocatello, Idaho 83204-1391

Instrument # 713986
BINGHAM COUNTY
1-14-2020 03:02:03 PM No. of Pages: 3
Recorded for : 3819 RACINE OLSON, PLLP
PAMELA W. ECKHARDT Fee: 15.00
Ex-Officio Recorder Deputy

(Space Above For Recorder's Use)

CORRECTION WARRANTY DEED

Recorded to Correct Warranty Deed, Instrument No. 540744.

THIS WARRANTY DEED, made by DON L. AND RUTH M. ADAMS, General Partners, under the DON L. AND RUTH M. ADAMS LIMITED PARTNERSHIP dated December 21, 1995, (hereafter collectively referred to herein as "Grantors") to DON L. AND RUTH M. ADAMS TRUST, of: 2201 West 1200 South, Sterling Idaho 83210, (hereafter "Grantee").

For valuable consideration received, Grantors do hereby quitclaim, transfer, and convey to Grantee any and all of their individual and/or collective rights, titles, ownership and interests in and to the following described real property in Bingham County, Idaho:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

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

EXECUTED January 9th 2020.

Don L. Adams POA Steven B Adams
DON L. ADAMS, General Partner

Ruth M Adams POA Steven B Adams
RUTH M. ADAMS, General Partner

STATE OF IDAHO)
: ss
County of BANNOCK)

On January 9th, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared, DON L. ADAMS and RUTH M. ADAMS known or identified to me individually and to be General Partners of the DON L. AND RUTH M. ADAMS LIMITED PARTNERSHIP dated December 21, 1995, whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in this capacity.

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

(SEAL) LANE V. ERICKSON NOTARY PUBLIC comm. No. 38952 STATE OF IDAHO

Lane V. Erickson
NOTARY PUBLIC FOR IDAHO
Residing at: Bannock County, ID
My Commission expires: 10/22/2020

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Exhibit "A"

ALL OF LOTS NUMBERED ONE AND TWO, AND THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION FIVE (5) TOWNSHIP FIVE (5) SOUTH OF RANGE THIRTY-TWO (32) EAST, OF BOISE MERIDIAN IN IDAHO, EXCEPTING THERFROM THE FOLLOWING PARCELS:

PARCEL 1:

INVOLVES PORTION OF THE S1/2NE1/4, SECTION 5, T5S, R32E OF THE B.M., BINGHAM COURNTY, IDAHO

STARTING AT THE NORTHEAST SECTION CORNER OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 32 EAST, BOISE MERIDAN, BINGHAM COUNTY, STATE OF IDAHO.
THENCE SOUTH 0° 07' WEST A DISTANCE OF 706.8 FEET ALONG THE SECTION LINES BETWEEN SECTIONS 4 AND 5 TO A BRASS CAP SET IN A CONCRETE MONUMENT MARKED ROW;
THENCE SOUTH 59° 55' WEST A DISTANCE OF 986.8 FEET TO A BRASS CAP MARKED ROW ON AN IRON PIPE BURIED IN THE GROUND;
THENCE SOUTH 56° 49' WEST A DISTANCE OF 176.1 FEET TO THE TRUE POINT OF BEGINNING.
THENCE SOUTH 74° 27' 32" WEST A DISTANCE OF 319.27 FEET;
THENCE SOUTH 27° 16' 36" WEST A DISTANCE OF 196.26 FEET TO A POINT ON THE ROW LINE;
THENCE NORTH 56° 49' EAST A DISTANCE OF 475 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING A TOTAL OF 0.543 ACRES MORE OR LESS.

PARCEL 2:

INVOLVES PORTION OF LOT 1 & S1/2NE1/4, SECTION 5, T5S, R32E OF THE B.M., BINGHAM COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SECTION CORNER COMMON TO SECTIONS THIRTY-TWO (32) AND THIRTY-THREE (33), TOWNSHIP FOUR (4) SOUTH, RANGE THIRTY-TWO (32) EAST, BOISE MERIDIAN, AND SECTIONS FOUR (4) AND FIVE (5), TOWNSHIP FIVE (5) SOUTH, RANGE THIRTY-520 (32) EAST, BOISE MERIDIAN; SOUTH A DISTANCE OF 706.8 FEET ALONG THE SECTION LINE BETWEEN SAID SECTIONS FOUR (4) AND FIVE (5) TO THE POINT OF BEGINNING;
THENCE SOUTH 00° 07' EAST A DISTANCE OF 200.0 FEET ALONG SAID SECTION LINE;
THENCE SOUTH 62° 29' WEST A DISTANCE OF 279.3 FEET;
THENCE SOUTH 26° 93' WEST A DISTANCE OF 345.0 FEET;
THENCE SOUTH 76° 37' WEST A DISTANCE OF 297.8 FEET;
THENCE NORTH 84° 21' WEST A DISTANCE OF 332.9 FEET;
THENCE SOUTH 59° 32' WEST A DISTANCE OF 319.1 FEET;
THENCE SOUTH 83° 34' EAST A DISTANCE OF 432.0 FEET;
THENCE SOUTH 49° 54' WEST A DISTANCE OF 151.5 FEET;
THENCE SOUTH 82° 01' WEST A DISTANCE OF 485.3 FEET;
THENCE SOUTH 57° 43' WEST A DISTANCE OF 324.8 FEET;
THENCE NORTH 85° 19' WEST A DISTANCE OF 207.0 FEET;
THENCE NORTH 56° 49' EAST A DISTANCE OF 1,301.2 FEET;
THENCE NORTH 59° 55' EAST A DISTANCE OF 986.8 FEET TO THE POINT OF BEGINNING, CONTAINING A TOTAL OF 9.72 ACRES MOR OR LESS.

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TOGETHER WITH THE TENEMENTS AND HEREDITAMENTS AND APPURTENANCES, DITCHES AND WATER RIGHTS THERFORE AND PARTICULARLY THE RIGHT TO HOLD FOR IRRIGATION THE SURPLUS FLOOD WATERS, IN THE IRRIGATION DAMS SITUATION UPON THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION TWENTY, TOWNSHIP FOUR SOUTH OF RANGE THIRTY-TWO, EBM ALSO, THE DAM SITUATED ON THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION TWENTY-NINE, OF THE SAME TONWHIP AND RANGE; ALSO THE RIGHT TO CONVEY WATERS STORED IN THE UPPER DAM TO THE LOWER DAM THROUGH THE DITCH CONNECTING THE TWO.

ALSO ALL MACHINERY, FURNITURE, SADDLE AND MISCELLANEOUS ITEMS NOW ON FARM.

TOGETHER WITH ALL AND SINGULAR, THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING OR IN ANYWISE APPERTAINING, AND THE RENTS, ISSUES AND PROFITS THEROF.

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WARRANTY DEED

For Value Received, **DON L. ADAMS AND RUTH M. ADAMS,**

Hereinafter called grantor, hereby grants, bargains, sells and conveys unto: **DON L. ADAMS and RUTH M. ADAMS, Trustees, or their successors in trust, under the DON L. AND RUTH M. ADAMS LIMITED PARTNERSHIP dated** JAN 31 1996 **, and any amendments thereto.**

Hereinafter called the grantee, whose current address is: 2201 West 1200 South
Sterling, ID 83210

the following described premises, in Bingham County, Idaho, to-wit:

All of Lots numbered on and two, and the South half of the Northeast Quarter of Section five (5) Township Five (5) South of Range thirty-two (32) East, of Boise Meridian, in Idaho.
Together with the tenements, hereditaments and appurtenances, ditches and water rights therefore and particularly the right to hold for irrigation the surplus flood waters, in the irrigation dams situated upon the Northwest Quarter of the Northeast Quarter of Section Twenty, Township Four South of Range Thirty-two, EBM also, the dam situated on the Southeast Quarter of the Southwest Quarter of Section Twenty-nine, of the same Township and Range; also the right to convey waters stored in the upper dam to the lower dam through the ditch connecting the two.
Also all machinery, furniture, saddle and miscellaneous items now on farm.
Grantors hereby represent and state that the property above described is the sole and separate of Theodore C. Herbert and in no wise community that Lucetta Herbert signed this deed solely for title purposes.
Together with all and singular, the tenements, herdeitaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

DATED: Jan. 31, 96

Donald L. Adams
DON L. ADAMS

Ruth M Adams
RUTH M. ADAMS

STATE OF IDAHO, COUNTY OF BANNOCK
On this Jan. 31 96 before me, a notary public in and for said State, personally appeared
DON L. ADAMS
RUTH M. ADAMS
known to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public
Residing at Wendell, Idaho
Comm. Expires 9-18-2001

STATE OF IDAHO, COUNTY OF
I hereby certify that this instrument was filed for
at the request of
at minutes past o'clock m.
this day of ,
19 , in my office, and duly recorded in Book of
Deeds at page

Ex-Officio Recorder

By
Deputy.
Fees $
Mail to:

'96 FEB 21 AM 10 22
RECORDED AT THE REQUEST OF
Mr Gary Atkinson
Twin Falls, ID

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AMENDED AND RESTATED

TRUST AGREEMENT

This Amended and Restated Trust Agreement is made by and between RUTH M. ADAMS, as Grantor, and STEVEN B. ADAMS, as Trustee, as of October 12, 2015. This trust shall be governed by the laws of the State of Idaho.

Recitals:

1. On May 12, 2004, DON L. ADAMS and RUTH M. ADAMS, husband and wife, entered into a trust agreement ("May 2004 trust agreement") wherein they provided for the distribution of their assets to their children, with the majority of the assets and property going to their son STEVEN B. ADAMS.

2. It was DON L. ADAMS' and RUTH M. ADAMS' intent that their son, STEVEN B. ADAMS, inherit the entire family farm and the real and personal property associated therewith. Their purpose for granting the family farm and all real and personal property associated therewith was because their son, STEVEN B. ADAMS, had farmed the property with his parents, DON L. ADAMS and RUTH M. ADAMS for over thirty years at the time the May 2004 trust agreement was executed.

3. On June 22, 2008, DON L. ADAMS died.

4. Following her husbands death, RUTH M. ADAMS became aware that some of her children were not happy with the unequal distribution of her assets and property to her son, STEVEN B. ADAMS. Despite these feelings by some of her children, RUTH M. ADAMS maintained her position regarding the unequal distribution of her assets and property to her son, STEVEN B. ADAMS.

5. This Amended and Restated Trust Agreement is entered into now in an effort to deter RUTH M. ADAMS' children from contesting the Trust or the distribution thereunder, particularly the unequal distribution to STEVEN B. ADAMS

6. This Amended and Restated Trust Agreement is an amendment and restatement of the May 2004 trust agreement and is made pursuant to Section 14.A. of the May 2004 trust agreement. However, if the original May 2014 trust agreement is found to be invalid for any reason, this Amended and Restated Trust Agreement shall stand alone and shall create a legally binding trust on all the parties named herein.

7. It is still the intent of RUTH M. ADAMS, as the Grantor, to provide for an unequal distribution of her assets and property to her son STEVEN B. ADAMS under this Amended and Restated Trust Agreement, wherein STEVEN B. ADAMS will receive the

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entire family farm and the real and personal property associated therewith, and all other trust property not specifically given to RUTH M. ADAMS' other children.

Amended and Restated Trust Agreement:

NOW, THEREFORE, with the forgoing recitals integrated herein as if set forth fully, RUTH M. ADAMS makes this declaration of trust as follows:

*** ARTICLE ONE ***
NAME OF TRUST AND APPOINTMENTS

A. **NAME OF TRUST:**

This Amended and Restated Trust shall be known as the DON L. AND RUTH M. ADAMS TRUST ("Trust").

B. **PRIMARY TRUSTEE:**

I hereby designate my son, STEVEN B. ADAMS as the primary trustee ("Trustee") of this Trust. STEVEN B. ADAMS may exercise dominion and control over any and all of the Trust assets, as necessary to carry out the intent of this Trust and to maintain and advance the farming operation integral to and associated with said farming operations.

C. **SUCCESSOR TRUSTEE:**

In the event that STEVEN B. ADAMS, is unable or unwilling, or upon his resignation, death, or disappearance, or if he is certified in writing to be incompetent as provided under Article Five of this Trust, I designate and appoint PENNY GAYE ADAMS as the Trustee, to assume the duties as the Trustee hereunder, and to use the income and assets of the Trust for mine, STEVEN B. ADAMS' and PENNY GAYE ADAMS' health, education, support, and maintenance.

In the event that PENNY GAYE ADAMS, is unable or unwilling, or upon her resignation, death, or disappearance, or if she is certified in writing to be incompetent as provided under Article Five of this Trust, I designate and appoint MATTHEW CLINT ADAMS as the Trustee, to assume the duties as the Trustee hereunder, and to use the income and assets of the Trust for Trust for mine, STEVEN B. ADAMS' and PENNY GAYE ADAMS' health, education, support, and maintenance.

In the event that MATTHEW CLINT ADAMS, is unable or unwilling, or upon his resignation, death, or disappearance, or if he is certified in writing to be incompetent as provided under Article Five of this Trust, I designate and appoint DANIEL VAUGHN ADAMS as the Trustee, to assume the duties as the Trustee hereunder, and to use the income and assets of the Trust for Trust for mine, STEVEN B. ADAMS' and PENNY GAYE ADAMS' health, education, support, and maintenance.

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D. **RESIGNATION OF TRUSTEE:**

Any Trustee or successor Trustee named under this Trust may resign at any time by giving at least thirty (30) days prior written notice, specifying the effective date of the resignation to any other Trustee then serving and to the successor Trustee appointed by this Trust to act upon the resigning Trustee's resignation.

E. **IF NO NAMED TRUSTEE CAN ACT:**

If no Trustee named in this Trust is willing and able to act, a Trustee or Co-Trustees may be selected by the majority of adult income and remainder beneficiaries named herein. The Trustee so selected and appointed shall have all rights and responsibilities hereinbefore given to the named successor trustee.

F. **COMPENSATION FOR SUCCESSOR TRUSTEE:**

My Trustee and any successor Trustee shall serve with reasonable compensation. If a corporate trustee serves as Trustee, the corporate trustee shall serve with reasonable compensation in accordance with its regularly adopted fee schedule as may be in effect at the time such services are performed. Additionally, all expenses of any type incurred by any Trustee in carrying out duties under this Trust shall be paid for from the Trust.

G. **BOND WAIVED:**

No bond will be required of the any Trustee named herein.

H. **ACCOUNTING TO BENEFICIARIES REQUIRED:**

As Trustee, STEVEN B. ADAMS shall make such accounting to any successor Trustee as he deems advisable for the purpose of advising the successor Trustee of the nature and location of the assets of the Trust. During my lifetime, if STEVEN B. ADAMS is no longer serving as Trustee, the successor Trustee shall make a written accounting as hereinafter defined to me or to my guardian, at least annually and at the time that all assets of this Trust are distributed in the event the Trust is revoked. Upon my death, the Trustee shall provide notice to beneficiaries named in Article 2.A.4.ii, or to their guardians, of all Trust property to be distributed under Article 2.A.4.ii of this Trust, at least annually and at the time that the assets under Article 2.A.4.ii of this Trust are distributed. The Trustee shall not be required to obtain authority or approval of any court in the exercise of any power conferred upon the Trustee, nor shall the Trustee be required to make accountings or reports to any court.

I. **PRIMARY BENEFICIARY:**

I hereby designate myself, RUTH M. ADAMS, STEVEN B. ADAMS, and PENNY GAYE ADAMS as the primary beneficiaries of this Trust. As long as I shall live,

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STEVEN B. ADAMS, PENNY GAYE ADAMS and I, RUTH M. ADAMS, will have the exclusive right to the use and benefit of the income and the assets of this Trust. If I am determined to be incompetent in writing pursuant to the provisions of Article Five of this Trust and provided that provisions are made elsewhere in this Trust document for use of Trust assets for other beneficiaries during my lifetime, this paragraph shall be subordinate to such other paragraphs. Upon my death, my Trustee shall distribute the Trust property according to the plan of distribution in Article Two of this Trust.

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*** ARTICLE TWO ***
PLAN OF DISTRIBUTION

A. **PLAN OF DISTRIBUTION UPON MY DEATH:**

Upon my death, my Trustee shall take charge of the assets then remaining in this Trust and make distribution thereof according to the following plan of distribution:

1. Debts and Expenses. My Trustee shall pay all of my legally enforceable debts, including the expenses of my last illness and funeral expenses, current bills and any and all other expenses incurred in closing out this Trust and making distribution of assets thereof.

2. Family Identification. At the time of preparing this Trust, my husband DON L. ADAMS is deceased. I have eight (8) children, all who are alive at the time of preparing this Trust, and whose names are as follows (collectively "Children"):

   DON H. ADAMS;

   GARY L. ADAMS;

   STEVEN B. ADAMS;

   RICHARD L. ADAMS;

   DIANE ADAMS MULLENIX;

   CINDY ADAMS EMPEY;

   SHERRI ADAMS HORROCKS; and

   RANAE ADAMS DUCLOS.

3. I may from time to time indicate my desire that specific gifts be made from this living trust upon my death. If I make known my desire in writing referring to or attached to this trust agreement, upon my death, the trustee shall distribute the specific gifts as if the specific gifts had been made in this trust agreement itself. In dating the specific gifts document, it is not my intention to redate the entire trust agreement. However, any gift made under this section to any one other than STEVEN B. ADAMS and/or PENNY GAYE ADAMS, that involves the family farm or any personal or real property associated therewith, in other words, any and all assets that are to be distributed to STEVEN B. ADAMS in Article 2.A.4.i of this Trust, should not be valid as a gift unless said gift is accompanied by two letters signed from practicing medical doctors who are not related to me or to any

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beneficiary or heir at law by blood or marriage certifying in writing that I am able, mentally and physically, to manage my financial affairs.

4. Distribution of Trust Property. Upon my death, I direct my Trustee to distribute and divide the Trust property, of whatever kind and wherever situated, to my Children as follows:

i. STEVEN B. ADAMS. I direct my Trustee to distribute to my son, STEVEN B. ADAMS, the entire family farm including all currently owned and future real and personal property that the Trust may acquire, including but not limited to all money in farm bank accounts, tractors, front end loaders, spreaders, trailers, scrapers, hay rakes, corrugator, panels, chutes, pickups, farm trucks, bailers, plows, ditchers, wagons, ground houghs, grain drills, disks, 4-wheelers, harrows, welders, tools, fences, livestock, livestock feed, hay, straw, livestock brands, water rights, all structures located on real property and all appliances therein, and any and all other currently owned or future acquired real or personal property place in the Trust, which is more fully described in Schedule "A". In other words, STEVEN B. ADAMS shall receive all Trust property that is not specifically given to my other Children in Article 2.A.4.ii. If STEVEN B. ADAMS does not survive me, I give his share to his wife, PENNY GAYE ADAMS, if both STEVEN B. ADAMS and PENNY GAYE ADAMS do not survive me, then I give STEVEN B. ADAMS's share to his issue by right of representation, if no surviving issue, then his share shall go to my other Children in equal shares, or if any of my other Children predecease me, then to their issue by right of representation.

ii. OTHER CHILDREN. I direct my Trustee to distribute to my remaining Children, DON H. ADAMS, GARY L. ADAMS, RICHARD L. ADAMS, DIANE A. MULLENIX, CINDY A. EMPY, SHERRI A. HORROCKS and RANAE A. DUCLOS, any and all money in my Wells Fargo Bank Account, number 51288443. I also direct my Trustee do divide among my Children named in this section (Article 2.A.4.ii), certain personal items which are specifically identified in writing and attached to this Trust to my Children named therein at the time of my death. If any of my Children in this section (Article 2.A.4.ii) do not survive me, then his or her share shall go to his or her issue by right of representation, if no issue, then his or her share shall go to my other living Children named in this section (Article 2.A.4.ii) in equal shares. If my Children or their issue by right of representation do not agree on the distribution of Trust property under this section (Article 2.A.4.ii), then I give my Trustee full discretion to determine the division and distribution of the Trust Property specifically identified in this section (Article 2.A.4.ii).

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5. The net proceeds of this trust remaining after compliance with the previous provisions shall be distributed to my son, STEVEN B. ADAMS. If STEVEN B. ADAMS does not survive me, I give his share to his wife, PENNY GAYE ADAMS, if both STEVEN B. ADAMS and PENNY GAYE ADAMS do not survive me, then I give STEVEN B. ADAMS's share to his issue by right of representation, if no issue, then his share shall go to my other Children in equal shares, or if any of my other Children predecease me, then to their issue by right of representation.

B. **UNEQUAL DISTRIBUTION:**

I have consciously made unequal distribution to my Children. My son STEVEN B. ADAMS has worked on the family farm for over 40 years and for said reason, it is my intent and the purpose of this Trust to distribute the majority of the Trust property to STEVEN B. ADAMS as described above.

It is also my intent that my remaining Children, DON H. ADAMS, GARY L. ADAMS, RICHARD L. ADAMS, DIANE A. MULLENIX, CINDY A. EMPY, SHERRI A. HORROCKS and RANAE A. DUCLOS, received distribution under this Trust that is limited to the specific bank account and personal items identified above in Article 2.A.4.ii. Anything not specifically mentioned in that section (Article 2.A.4.ii) shall go to STEVEN B. ADAMS.

C. **IF ALL BENEFICIARIES PREDECEASE:**

Upon my death, if neither beneficiaries nor alternate beneficiaries named herein survive, then I give the net proceeds of this Trust or share to my heirs at law.

D. **NO CONTEST CLAUSE:**

If any beneficiary of this Trust or any Trust created under this Trust, singly or in conjunction with any other person:

1. Contests or otherwise objects in any court to the validity of any of the following documents or amendments thereto (hereafter "Document" or "Documents") or of any of their provisions:

   a. this Trust, or

   b. any other Trust created pursuant to this Trust,

   c. my Will,

   d. any beneficiary designation of an annuity, retirement plan, IRA, Keogh, pension or profit-sharing plan or insurance policy signed by me,

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e. a buy-sell agreement signed by me,

f. a family partnership agreement, limited liability company, or related operating agreement signed or established by me; or

2. Seeks to obtain an adjudication in any court proceeding that a Document is void, or otherwise seeks to void, nullify or set aside a Document (or any of its provisions);

3. Files suit on a creditor's claim filed in a probate of my estate against the Trust estate, or any other Document, after rejection or lack of action by the respective fiduciary;

4. Files a petition or other pleading to change the character (community, separate, joint tenancy, partnership, domestic partnership) of property already characterized by a Document;

5. Claims ownership of any asset held in joint tenancy by me, other than as a surviving joint tenant;

6. Files a petition to determine domestic partnership property for cohabitants relating to me;

7. Files a petition to probate homestead in a probate proceeding of my estate;

8. Files a petition for family allowance in a probate of my estate;

9. Participates in any of the above actions in a manner adverse to the Trust estate, such as conspiring with or assisting any person who takes any of the above actions, or

10. Files a petition or claim against STEVEN B. ADAMS regarding the distribution of the family farm and associated trust property to STEVEN B. ADAMS from the Trustee.

then the right of such beneficiary to take any interest given to him or her under this Trust or any Trust created pursuant to this Trust shall be determined as it would have been determined had such beneficiary predeceased me without surviving issue.

The Trustee is hereby authorized to defend, at the expense of the Trust estate, any contest or other violation of this paragraph. Notwithstanding the foregoing, a "contest" shall include any action described above in an arbitration proceeding and shall *not* include any action described above solely in a mediation not preceded by the filing of a contest with the court.

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Notwithstanding the foregoing, this paragraph shall not apply so as to cause a forfeiture of any distribution otherwise qualifying for any federal or state estate or death tax marital deduction or charitable deduction.

E. **SURVIVORSHIP CLAUSE:**

If any beneficiary dies prior to the termination of this Trust or within thirty (30) days after the date of my death, whichever is earlier, any interests which would have passed to the beneficiary under the provisions of this Trust are to be disposed of according to the plan of distribution which would have been effective under this Trust if such beneficiary had predeceased me. It is my intention that any property or interest which is distributed from my Trust as a result of any transfer authorized by my Trustee prior to the death of the beneficiary will not be revoked or otherwise affected by the subsequent death of the distributee.

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*** ARTICLE THREE ***
GRANTOR POWERS

A. **POWER TO FUND THE TRUST:**

After this Trust is duly executed, I will execute and deliver all deeds, assignments, bills of sale, written instructions and other legal documents necessary to convey and register all of my assets that I choose to place in Trust under this Trust to be owned by the Trustee of this Trust and held and administered under the terms and conditions of this Trust. Property and assets that have been previously transferred to the Trust shall remain in the Trust. Property and assets which are evidenced by titles or deeds that have previously been transferred or that are currently being transferred to the Trustee of this Trust are listed on Schedule A, which is attached to this Trust and made a part of this Trust. I hereby transfer to this Trust all assets not requiring titles or deeds, including but not limited to my furniture, wearing apparel, and personal possessions. Additionally, I as grantor am now holding and will hold, solely and exclusively for and on behalf of such Trust, any and all properties of all kinds, whether presently owned or hereafter acquired, including bank accounts, certificates of deposit, mutual and money market funds of all kinds, securities, agency and custody accounts, notes, and real estate wherever located, but not including tax-favored assets on which recognition of income has been deferred, including but not limited to IRAs, Roth IRAs, qualified plans under IRC §401(a), tax sheltered annuities, and non-qualified deferred compensation.

All such property is hereby transferred to and the same shall be owned by such Trust.

This declaration shall apply even though record ownership or title, in some instances, may, presently or in the future, be registered in my individual name, in which event such record ownership shall hereafter be deemed held in Trust even though such trusteeship remains undisclosed.

All assets transferred to the Trustee of this Trust, whether now or at a later date, shall become part of the Trust estate and be subject to all terms and provisions of this Trust document.

B. **POWER TO AMEND:**

During my lifetime this Trust may be amended in whole or in part by an instrument in writing which is either notarized or executed with the same formalities as a will, signed by me, and delivered to the acting Trustee, except as may be limited by Article One or Two of this Trust. However, in order to exercise my right to amend under this provision, I must also present to the acting Trustee two letters signed from practicing medical doctors who are not related to me or to any beneficiary or heir at law by blood or marriage certifying in writing that I am able, mentally and physically, to manage my financial affairs.

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C. **POWER TO REVOKE:**

During my lifetime, I may revoke the Trust, in whole or in part, by an instrument in writing, signed by me and delivered to the acting Trustee, except as may be limited by Article One or Two of this Declaration of Trust. However, in order to exercise my right to revoke the Trust under this provision, I must also present to the acting Trustee two letters signed from practicing medical doctors who are not related to me or to any beneficiary or heir at law by blood or marriage certifying in writing that I am able, mentally and physically, to manage my financial affairs. Upon revocation, the Trustee(s) shall deliver the Trust property to me. This Trust shall be irrevocable upon my death.

D. **POWER TO CHANGE TRUSTEE:**

During my lifetime, I may change the Trustee of this Trust by an instrument in writing, signed by me and delivered to the acting Trustee, except as may be limited by Article One or Two of this Declaration of Trust. However, in order to exercise the power to change the Trustee under this provision, I must also present to the acting Trustee two letters from practicing medical doctors who are not related to me or to any beneficiary or heir at law by blood or marriage certifying in writing that I am able, mentally and physically to manage my financial affairs.

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*** ARTICLE FOUR ***
TRUSTEE POWERS

A. **MANAGEMENT OF TRUST PROPERTY:**

With respect to property governed by any trust created under this agreement, except as otherwise specifically provided in this Trust, the Trustee shall have all the rights, powers and authority to deal with and manage the assets of this Trust that an individual owner would have if there were no Trust and the Trustee were acting as legally competent individual dealing with their own property. This includes, but is by no means limited to the right to borrow against or pledge any of the Trust assets, including the right to mortgage real estate and margin stocks or other securities owned by the Trustee of the Trust. This includes all powers now or hereafter conferred upon Trustee by applicable state law, and also those powers appropriate to the orderly and effective administration of the Trust. Any expenditure involved in the exercise of the Trustee's powers shall be borne by the Trust.

Trustee's powers shall include, but shall not be limited to, the following powers:

1. To sell, convey, pledge, mortgage, lease, manage, operate, control, transfer title, divide, convert or allot the Trust property, including real and personal property, and to sell upon deferred payments; to lease for terms within or extending beyond the duration of the Trust for any purpose; to enter into covenants and agreements relating to the property so leased or any improvements which may be erected on such property.

2. To abandon or retain underproductive or nonproductive assets, and to invest and reinvest the Trust funds in such property as the Trustee, in the exercise of reasonable business judgment, may deem advisable, including stock of the Trustee and investments in any common trust fund now or hereafter established by Trustee.

3. To deal with itself or affiliates, to borrow money for any purpose; to place, replace, renew or extend any encumbrance upon any Trust property by mortgage, deed of trust, pledge or otherwise, regardless of the purpose of any such action.

4. To establish lines of credit and to guarantee any and all loans made to me regardless of the purpose of the loan.

5. To participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers and liquidations and, in connection therewith, to deposit securities with and transfer title and all rights and responsibilities to any protective or other committee as the Trustee may deem advisable.

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6. To acquire or dispose of an asset for cash or on credit, at public or private sale, and to exchange, partition, change the character of or abandon a Trust asset or any interest herein.

7. To make improvements, alterations, or ordinary or extraordinary repairs of buildings or other Trust property; to demolish any improvements; and to raze existing or erect new party walls or buildings.

8. To subdivide, develop or dedicate land to public use; to make or obtain the vacation of plats and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration; to dedicate easements for public use without consideration; and to create restrictions, easements or other servitudes.

9. To grant an option involving disposition of a Trust asset, or to take an option for the acquisition of any asset.

10. To vote a security, in person or by general or limited proxy.

11. To pay calls, assessments and any other sums chargeable or accruing against or on account of securities.

12. To sell or to exercise or not exercise, as the Trustee may deem advisable, any subscription, conversion or other rights or options which may at any time attach to, belong to or be given to the holders of any stocks, bonds, securities or other instruments in the Trust estate.

13. To engage in covered call writing.

14. To buy, sell and trade in securities of any nature.

15. To hold a security in the name of a nominee or in any other form without disclosure of the Trust, so that title to the security may pass by delivery, but the Trustee shall be liable for any act of the nominee in connection with the security so held.

16. To insure the assets of the Trust against damage or loss, and the Trustee against liability with respect to third persons.

17. To advance money for the protection of the Trust and for all expenses, losses and liabilities sustained in the administration of the Trust or because of the holding or ownership of any Trust assets. Thereon, the Trustee shall have a lien on the Trust assets for any such advances.

18. To pay or contest any claim; to settle a claim by or against the Trust by compromise, arbitration or otherwise; to release, in whole or in part, any claim

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belonging to the Trust to the extent that the claim is uncollectible; and to institute, compromise and defend actions and proceedings.

19. To commence or defend litigation with respect to the Trust or any property of the Trust estate as Trustee may deem advisable and to employ such counsel as the Trustee shall deem advisable for that purpose.

20. To enforce any mortgage, deed of trust or pledge and, at any sale under any mortgage, deed of trust or pledge, to bid and purchase, at the expense of the Trust, any property subject to any such security instrument.

21. To pay taxes, assessments, any compensation of Trustee as allowed under other provisions of this Trust Agreement and other reasonable expenses incurred in the collection, care, administration and protection of the Trust.

22. To continue or participate in any business or other enterprise and to effect incorporation, dissolution or other change in the form of organization of the business or enterprise.

23. To pay my debts, the cost of any final illnesses, and the cost of my funeral and final disposition, and to authorize any actions necessary to arrange for my funeral and final disposition.

24. To appoint a general or special agent to act on Trustee's behalf. Any power of attorney the Trustee create pursuant to this power shall cease when the appointing Trustee cease to act as Trustee.

25. My Trustee shall have access to any safe deposit box of mine (whether the box is held in my name alone, in my revocable Trust, or jointly with another or others) wherever located, and may remove the contents and surrender the box on my behalf. Any institution in which a safe deposit box of mine is located is not liable to me, to my Trust, or to my heirs or estate for permitting my Trustee to exercise this power.

26. After my death, upon any division or partial or final distribution of the Trust estate, the Trustee shall have the power to partition, allot and distribute the Trust estate in undivided interests or in kind, or partly in money and partly in kind, at valuations determined by the Trustee, and to sell such property as the Trustee consider necessary to make such division or distribution. The Trustee may make non pro rata divisions between beneficiaries as long as the respective assets allocated to separate Trusts or shares or the distributions to beneficiaries have equivalent or proportionate fair market value.

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27. The Trustee shall be fully authorized to make gifts from this Trust to third parties, including charities, provided they are limited to organizations which qualify under I.R.C. § 170(c) and § 2522(a), or to the successor trustee.

28. The Trustee shall have the power to deal with governmental agencies; to make applications for, receive and administer any of the following benefits, if applicable: Social Security, Medicare, Medicaid, Supplemental Security Income, and any other government resources and community support services available. The Trustee shall have the power to explore and implement legally acceptable Medicaid planning strategies and options to plan and accomplish asset preservation if I need long-term health and nursing care.

29. If my estate is probated and the estate does not contain sufficient funds with which to pay legally enforceable debts and expenses, the personal representative of my estate shall have the right to request that the Trustee of this Trust distribute to the estate an amount necessary to satisfy the legally enforceable debts and expenses, and the Trustee are authorized, in the sole discretion of the Trustee, to distribute funds to the estate for said debts and expenses, except that the Trustee shall make no payment from assets, such as life insurance proceeds, that would otherwise be immune from creditors' claims.

30. Property passing to the Trustee of any Trust under this agreement may be disclaimed by said Trustee without court order or approval of beneficiaries, and the Trustee shall recognize a beneficiary's disclaimer of all or any part of said beneficiary's interest in any property distributable to the beneficiary, provided the disclaimer is made in accordance with the requirements for a disclaimer pursuant to I.R.C. § 2518.

31. The Trustee shall have the power to permit, at the Trustee's sole and complete discretion, any beneficiary to use any tangible personal property held as an asset of a Trust without incurring liability to the Trustee or the beneficiary(ies) for damage to, or consumption or loss of, such property.

32. The Trustee are authorized to divide any Trust, whether existing or to be established, into two or more separate smaller trusts, without any requirement for said trusts to be equal in value, and without any requirement for discretionary distributions to be made proportionally among said trusts, whenever the Trustee believe such division may achieve desirable tax results for the Trust or its beneficiaries, promote easier administration or otherwise be in the best interests of the Trust or its beneficiaries. Upon termination of any separate smaller trust, the Trustee is authorized to distribute from any one such trust to any beneficiary in proportions/amounts as the Trustee consider desirable so long as distribution from all such separate smaller trusts would, if such trusts were a single trust, satisfy the provisions governing the trust before its division.

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33. The Trustee may appoint one or more outside investment managers to provide discretionary investment management of all or part of the Trust's property, and may delegate investment authority to such managers with respect to the Trust property committed to manager's discretion. The Trustee may compensate any such investment manager for its services without reduction of the Trustee's compensation. Any such delegation shall be evidenced by an investment advisory agreement or similar document.

34. In the event any corporate Trustee shall merge, consolidate with, sell, or transfer substantially all of its business assets to another corporation, the corporation resulting from such merger or consolidation of the corporation to which it is converted or to which such sale or transfer shall be made, shall hereupon become the Trustee hereunder with the same effect as though originally named.

35. Any expense incurred by the Trustee under this Article may be charged against income or principal as the Trustee shall determine in a fair and equitable manner to the extent the allocation is not covered by statute.

36. The Trustee are authorized, in the Trustee's absolute discretion, with respect to environmental issues that may arise with respect to any property, real or personal, at any time held under any provision of this Trust agreement and without authorization by any court and in addition to any other rights, powers, authority and privileges granted by any other provision of this Trust agreement or by statute or general rules of law:

    a. To use or expend the Trust income and principal to (1) conduct environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulations thereunder; (2) take all appropriate remedial action to contain, cleanup or remove any environmental hazard including a spill, release, discharge or contamination, either on its own accord or in response to regulations thereunder; (3) defend, settle, or act upon legal proceedings brought about by any local, state, federal or foreign agency concerned with environmental law or regulations thereunder; (4) comply with any local, state or federal agency order or court order directing an assessment, abatement or cleanup of any environmental hazards; and (5) employ agents, consultants and legal counsel to assist or perform the above undertakings or actions.

    b. To disclaim, in whole or in part, any interest in property for any reason, including but not limited to a concern that such property could cause potential liability under any federal, state, local or foreign environmental law.

    c. The Trustee shall not be liable for any loss or depreciation in value sustained by the Trust as a result of the Trustee retaining any property upon

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which there is later discovered to be hazardous materials or substances requiring action pursuant to any federal, state, local or foreign environmental law, unless the Trustee contributed to the loss or depreciation in value through willful default, willful misconduct or gross negligence.

d. Notwithstanding any provision in this Trust agreement to the contrary, the Trustee may withhold a distribution to a beneficiary until receiving from the beneficiary an indemnification agreement in which the beneficiary agrees to indemnify the Trustee against any claims filed against the Trustee as "owner" or "operator" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as subsequently amended from time to time or against any regulation thereof.

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*** ARTICLE FIVE ***
GENERAL PROVISIONS

A. CERTIFICATE OF TRUSTEE AUTHORITY AND POWER:

A Certificate of Trustee Authority and Power signed by me and the serving Trustee of this Trust and acknowledged before a notary public shall be conclusive evidence upon all persons and institutions and for all purposes of the facts stated in said Certificate respecting the terms of the Trust, the text of the Trust, and regarding who are from time to time Trustee of the Trust.

B. SPENDTHRIFT PROVISION:

No interest in the principal or income of any trust created under this Trust instrument shall be voluntarily or involuntarily anticipated, assigned, encumbered or subjected to creditors' claims or legal process before actual receipt by a beneficiary. This paragraph shall not prohibit an assignment by a beneficiary to any other beneficiary of this Trust. This provision shall not apply to my interest in the Trust estate.

C. INCAPACITY OF TRUSTEE:

Whenever two licensed, practicing medical doctors who are not related by blood or marriage to me or to any beneficiary or Trustee of this Trust certify in writing that a person serving as Trustee cannot discharge the duties of Trustee because of mental or physical infirmity and the certificates are personally served upon that person, then the office of that person shall be deemed vacated and the Successor Trustee provisions under Article One of this Trust shall apply. However, if after receipt of the certificates, the Trustee alleged to be incompetent gives written notice to the person causing the certificates to be issued that he or she disagrees with the doctors, then the Trustee shall continue in office unless he or she resigns or is removed by a court of competent jurisdiction. If, at a later date, the removed Trustee regains competency and can evidence such competency with written affidavits from two licensed, practicing medical doctors who are not related by blood or marriage to me or to any beneficiary or Trustee of this Trust, and serves the affidavits upon at least one (1) acting Trustee, the removed Trustee shall resume duties as Trustee hereunder. Anyone dealing with the Trust may rely upon written medical certificates or a photocopy of them, presented to them by the successor Trustee, or original Trustee, and shall incur no liability to any beneficiary for any dealings with any designated Trustee in good faith reliance on the certificates. This provision is inserted in this document to encourage third parties to deal with any Trustee without the need for court proceedings.

D. ASSURANCES OF GRANTOR:

I hereby agree that anyone dealing with the Trust may rely on the original Trust document and in the absence of actual notice of any modification or revocation of this Trust, it shall be conclusively presumed that the Trust is in full force and effect as stated herein. This

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assurance is given to encourage people to deal with the acting Trustee or me. Further, this assurance is given to encourage successor trustee to rely on the Trust document as presented to the successor trustee. This provision is binding upon all successors in interest to this Trust.

E. **LIABILITY OF TRUSTEE:**

1. **LIABILITY OF SUCCESSOR TRUSTEE:**

No Trustee shall be liable for or responsible for any act, omission or default of any predecessor Trustee. No successor Trustee shall have a duty to audit or investigate the administration of accounts by a predecessor Trustee.

2. **NOTICE TO TRUSTEE:**

Unless the Trustee receives actual written notice of an event affecting a beneficial interest in this Trust, the Trustee shall not be liable to any beneficiary for making distributions as though the event had not occurred.

3. **APPLICATION OF TRUST FUNDS:**

The Trustee shall be solely responsible for the manner in which Trust assets are applied. No person paying money or delivering property to the Trustee shall be responsible for its application.

F. **GIFTS MADE BY GRANTOR:**

Any distribution made as a gift of principal or income of this Trust to anyone other than me shall be considered a distribution of such assets first to me and then a direct transfer of such assets from me to donee(s). I suggest, but do not legally mandate, that any assets which are the subject of such a gift be first distributed to me so that I can complete such gifts directly.

G. **DISAPPEARANCE:**

If I should disappear and am not seen or heard of for a period of two years and my body has not been recovered, my successor Trustee shall presume that I am not alive, and shall proceed with the distribution of the assets of this Trust as hereinbefore provided.

H. **SINGULAR/PLURAL, GENDER AND DEFINITIONS OF COMMON TERMS:**

Wherever the context requires, the singular includes the plural, and the masculine includes the feminine and neuter. The words "child", "children", "grandchild" and "grandchildren" shall include legally adopted children and grandchildren and children and grandchildren born or adopted before or after the execution of this Trust, but shall not include stepchildren or step grandchildren who have not been legally adopted. Also, in construing

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this Trust, the terms "lineal descendants" and "issue" shall include legally adopted lineal descendants and issue and lineal descendants and issue born or adopted before or after the execution of this Trust.

The phrases "issue by right of representation" and "issue by representation" shall mean lineal descendants, *per stirpes*. The phrase "his/her and/or their issue by representation" shall be interpreted so that if a beneficiary of this Trust is alive at the applicable date, the beneficiary's share is distributed to the beneficiary and issue do not take as beneficiaries, but if a beneficiary of this Trust is deceased as of the applicable date and the Trust provisions provide that the beneficiary's "issue by representation" take the deceased beneficiary's share, then that beneficiary's lineal descendants, *per stirpes*, take, inherit, and/or benefit as the deceased beneficiary's issue by representation or issue by right of representation. Issue shall mean lineal blood descendants and legally adopted descendants, unless stated otherwise. The phrase *per stirpes* shall mean (1) the division of distributable property into the number of equal shares sufficient to create one such share with respect to each then living descendant occupying the oldest generation in which there is at least one then living person, and one such share with respect to each deceased descendant occupying the same generation who is then survived by one or more descendants, and (2) distribution of each share so created with respect to a then living descendant to such descendant, and distribution of each deceased descendant's share equally among or between the deceased descendant's children, also *per stirpes* as defined in (1) above.

The word *"testamentary"* shall be construed as meaning *arising after death*, and shall not be construed to imply any requirement of a probate proceeding of any type.

All references to "I.R.C. §", "Reg. §", or "Regulation §" shall include any amendments and/or equivalent successor section to the code or regulation.

"Trustee(s)" includes any person(s), corporation(s) or other entity(ies) from time to time holding that office as sole or co-Trustee.

[remainder of this page intentionally left blank]

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Dated: October 12, 2015

GRANTOR:

Ruth M Adams
RUTH M. ADAMS

TRUSTEE:

Steven B Adams
STEVEN B. ADAMS

STATE OF IDAHO)
) **SS:**
COUNTY OF BANNOCK)

Personally came before me this 12th day of October, 2015, the above named RUTH M. ADAMS, Grantor, and STEVEN B. ADAMS, Trustee, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

LANE V. ERICKSON NOTARY PUBLIC STATE OF IDAHO

Lane V. Erickson
Notary Public
Bannock County, Idaho
My commission 10/22/2020

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WITNESSES:

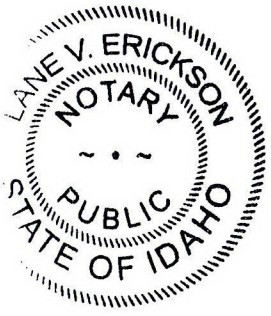
We, Michael Decker and Erin Knudson, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Grantor and Trustee executed this Amended and Restated Trust Agreement and that they signed it willingly and that each of us, in the presence and hearing of the Grantor and Trustee, hereby signs this Amended and Restated Trust Agreement as witness to the Grantor and Trustee signing, and that to the best of our knowledge the Grantor and Trustee are eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Michael Decker

Erin P. Knudson

STATE OF IDAHO)
) **SS:**
COUNTY OF BANNOCK)

Subscribed, sworn to and acknowledged before me by RUTH M. ADAMS, Grantor, STEVEN B. ADAMS, Trustee, and subscribed and sworn to before me by Michael Decker and Erin Knudson, witnesses, this 12th day of October, 2015.



Lane V. Erickson
Notary Public
Bannock County, Idaho
My commission 10/22/2020

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SCHEDULE A

TRUST PROPERTY
Amended and Restated Trust Agreement

Assets listed on this Schedule A are for purposes of illustration and record keeping. All assets of the Trust may not be listed here, and this Schedule A shall in no way be construed to limit the number or amount of assets held by this Trust.

The Trust Property of the Amended and Restated Trust Agreement shall include, without limitation the following general items:

- ALL BANK ACCOUNTS
- ALL STOCKS
- ALL BONDS
- ALL ACCOUNTS RECEIVABLE
- ALL BUSINESS ASSETS
- ALL REAL ESTATE
- ALL MOTOR VEHICLES
- ALL PERSONAL PROPERTY
- ALL LIVESTOCK
- ALL PERSONAL AND REAL PROPERTY ASSOCIATED WITH THE FARM (including but not limited to all money in farm bank accounts, tractors, front end loaders, spreaders, trailers, scrapers, hay rakes, corrugator, panels, chutes, pickups, farm trucks, bailers, plows, ditchers, wagons, ground houghs, grain drills, disks, 4-wheelers, harrows, welders, tools, fences, livestock, livestock feed, hay, straw, livestock brands, water rights, and all structures located on real property and all appliances therein)
- ALL ASSETS OF ANY KIND AND WHEREVER LOCATED

Additionally, the Trust Property of the Amended and Restated Trust Agreement shall include, without limitations the following specific items

- 1- 8830 4X4 Ford tractor
- 1- Farm Hand XL 1340 front end loader
- 1- Hydra Spread 275 spreader
- 1- 1998 Bull Dog flat deck trailer, VIN 42EGF2427W1120865
- 1-1994 Circle D horse trailer, VIN 4D3SG2626R1003426
- 1- 3 point scraper
- 1- old hay rake, McCormick
- 2- Corrugator
- 100- 12-foot panels
- 1- Prefier squeeze chute and alley way
- 1- old 1963 Chevrolet pickup, VIN 3C154S-201,851
- 1- old International H. tractor
- 1- 1990 GMC 4X4 pickup, VIN 1GTFK24K4LE521547

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- 1- 1998 GMC 7000 V-8 Truck with Grain bed , VIN T17DE9V-621,719
- 1- 1998 GMC 4X4 pickup VIN 1GTGK29J3WE531284
- 1- New Holland 5809 bailer, Serial #979083
- 1- Ford 246 disk plow, Serial# C195
- 1- Ford 5 bottom rollover plow
- 1- 610 John Deer chisel plow, 14 foot
- 1- 3 point V ditcher
- 1- pipe trailer
- 1- 1118 New Holland diesel swather
- 1- 1068 New Holland Bale wagon, gas, Serial# 1258
- 1- Ace ground hough
- 1- 6200 Case International grain drill
- 1- 14 foot disk
- 1- 18 foot harrow
- 1- AC/DC Arc welder, Lincoln
- All miscellaneous tools
- All older miscellaneous farm equipment
- 1- porter sprayer for 4-wheeler
- Home including all appliances
- Cow on farm
- Bulls on farm
- Heifers on farm
- New calves on farm
- All Livestock
- Livestock Brands
- Hay
- Warranty Deed signed May 12, 2004 and recorded in Bingham County under instrument number 540744.
- Warranty Deed signed May 12, 2004 and recorded in Bingham County under instrument number 540745 and re-recorded under number 545618.
- Warranty Deed signed May 12, 2004 and recorded in Bingham County under instrument number 540746 and re-recorded under number 545619.
- Warranty Deed signed May 12, 2004 and recorded in Bingham County under instrument number 540747 and re-recorded under number 545620.
- Quitclaim Deed signed July 2, 2014 and recorded in Bingham County under instrument number 660234.
- Quitclaim Deed signed July 24, 2014 and recorded in Bingham County under instrument number 660236.
- Water Rights
- Ruth and Steven Adams checking account: Routing number 124103799, Account number 0051000412
- Farm Rent for Depositing: Account number 6301037708
- Farm checking: Don and Ruth Adams and Steven Adams Trust, Routing Number 124103799, Account Number 8719814413
- Farm Business Line Credit card: #5474648800175541

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- Ruth and Cindy Adams- Ruth's Saving Account: # 51288443 at Wells Fargo Bank.

(As described in Article 2.A.4, upon the death of RUTH B. ADAMS, all property identified in this Schedule A of the Trust shall be distributed to STEVEN B. ADAMS, except for the Wells Fargo Bank Savings Account, #51288443, and any personal property not associated with the farm that is gifted by RUTH B. ADAMS in writing to some other individual and attached to the Trust.)

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SPECIFIC GIFTS UPON DEATH

Pursuant to the provisions of my trust which incorporates this specific gifts form by reference, I instruct the trustee(s) to distribute the following gifts, however, any gift made under this section to any one other than STEVEN B. ADAMS and/or PENNY GAYE ADAMS, that involves the family farm or any personal or real property associated therewith, in other words, any and all assets that are to be distributed to STEVEN B. ADAMS in Article 2.A.4.i of this Trust, should not be valid as a gift unless said gift is accompanied by two letters signed from practicing medical doctors who are not related to me or to any beneficiary or heir at law by blood or marriage certifying in writing that I am able, mentally and physically, to manage my financial affairs:

Description of Gift:
Desired Recipient and Relationship:
Dated: Signed:

Description of Gift:
Desired Recipient and Relationship:
Dated: Signed:

Description of Gift:
Desired Recipient and Relationship:
Dated: Signed:

Description of Gift:
Desired Recipient and Relationship:
Dated: Signed:

Description of Gift:
Desired Recipient and Relationship:
Dated: Signed:

Description of Gift:
Desired Recipient and Relationship:
Dated: Signed:

Description of Gift:
Desired Recipient and Relationship:
Dated: Signed:

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FIRST AMENDMENT TO

THE AMENDED AND RESTATED RUTH M. ADAMS LIVING TRUST

PREPARED BY
LANE V. ERICKSON
RACINE OLSON LLP
201 E CENTER ST
POCATELLO, IDAHO 83201
(208) 232-6101

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FIRST AMENDMENT TO

THE AMENDED AND RESTATED RUTH M. ADAMS LIVING TRUST

Introductory Clause. This First Amendment to THE AMENDED AND RESTATED RUTH M. ADAMS LIVING TRUST, dated October 12, 2015, is made this 15th day of December 2020, by and between RUTH M. ADAMS, hereinafter referred to as the "Grantor", and STEVEN B. ADAMS, hereinafter referred to as the "Trustee".

WHEREAS, the Grantor established THE AMENDED AND RESTATED RUTH M. ADAMS LIVING TRUST, dated October 12, 2015, hereinafter called the "Trust"; and

WHEREAS, Article 3, Section B., of THE AMENDED AND RESTATED RUTH M. ADAMS LIVING TRUST, dated October 12, 2015, provides that during her lifetime Grantor may amend the Trust at any time and in any way in whole or in party by an instrument in writing; and

WHEREAS, Grantor desires to modify and amend THE AMENDED AND RESTATED RUTH M. ADAMS LIVING TRUST, dated October 12, 2015, and the Trustee is agreeable to the modifications and amendments contained herein.

NOW, THEREFORE, IT IS AGREED:

FIRST

Amendment to ARTICLE 2, Section A., 4., ii,. The Grantor and Trustee hereby revokes Section A., 4., ii., of ARTICLE 2 of the Trust in whole and substitutes therefor the following paragraph in whole:

ii. I direct my Trustee to distribute to my children DON H. ADAMS, GARY L. ADAMS, RICHARD L. ADAMS, DIANE A. MULLENIX, CINDY A. EMPEY, and RANAE A. DUCLOS, that certain real property owned by the Trust that has been surveyed to be 3.61 acres more or less, which is identified by the following legal description:

> A parcel of land located in the Northeast ¼ of the Northeast 1/4 of Section 5, Township 5 South, Range 32 East, Boise Meridian, Bingham County, Idaho, described as follows: Beginning at the Northeast Section corner of said Section 5, said corner being a 5/8-inch rebar with an aluminum cap stamped PLS 8075;

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Thence N 88°57'23" W 208.19 feet along the North line of said Section 5 to a ½-inch rebar with a plastic cap stamped PLS 8075;
Thence S 00°07'08" W 825.56 to the intersection with the northerly line of the American Falls Reservoir right of way, said intersection being marked with a ½-inch rebar with plastic cap stamped PLS 8075;
Thence N 60°35'14" E 233.46 feet along northerly line of the American Falls Reservoir right of way to the intersection with the East line of said Section 5, said intersection being marked with a Bureau of Reclamation brass cap in concrete post;
Thence N 00°31'36" E 707. I 5 feet along the East line of said Section 5 to the True Point of Beginning;

Said distribution of this real property to the children identified herein shall be subject to the easement and access rights which the Trustee shall give to my son STEVEN B. ADAMS and his heirs, successors and assigns, in and to the above described real property for purposes of accessing, utilizing, and assisting with the repairs, upkeep and maintenance of the water well located thereon. These easement and access rights shall be associated with the real property given in Article 3., Section A., 4., i., as described herein. The children identified in this Section A., 4., ii., who will receive the real property identified above, shall also have a duty to assist the owner of the real property given in Article 3., Section A., 4., i., above, with the costs of any and all repairs, upkeep and maintenance of said water well.

SECOND

Addition to ARTICLE 2., as a new paragraph identified to be Section A., 4., iii. This new portion of Article 2., Section A., 4., iii., of the Trust shall read as follows:

iii. OTHER CHILDREN. I direct my Trustee to distribute to my remaining Children, DON H. ADAMS, GARY L. ADAMS, RICHARD L. ADAMS, DIANE A. MULLENIX, CINDY A. EMPY, SHERRI A. HORROCKS and RANAE A. DUCLOS, any and all money in my Wells Fargo Bank Account, number 51288443. I also direct my Trustee do divide among my Children named in this section (Article 2., A., 4., iii), certain personal items which are specifically identified in writing and attached to this Trust to my Children named therein at the time of my death. If any of my Children in this section (Article 2., A., 4., iii) do not survive me, then his or her share shall go to his or her issue by right of representation, if no issue, then his or her share shall go to my other living Children named in this section (Article 2., A., 4., iii) in equal shares. If my Children or their issue by right of representation do not agree on the distribution of Trust property under this section (Article 2., A., 4., iii), then I give my Trustee full discretion to determine the division and distribution of the Trust Property specifically identified in this section (Article 2., A., 4., iii).

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THIRD

Remaining Trust Agreement Shall Remain in Full Force and Effect. The remainder of the Trust, that is not specifically revoked and/or amended as set forth more fully above, shall in all other respects remain in full force and effect.

IN WITNESS WHEREOF, the Trustor and the Trustee have executed this First Amendment to THE AMENDED AND RESTATED RUTH M. ADAMS LIVING TRUST, dated October 12, 2015.

TRUSTOR:

RUTH M. ADAMS

TRUSTEE:

STEVEN B. ADAMS

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We, William Empey and Cindy Empey, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that RUTH M. ADAMS acting as the Trustor signed and executed this instrument as the First Amendment to THE AMENDED AND RESTATED RUTH M. ADAMS LIVING TRUST. dated October 12, 2015, and that the Trustor signed it willingly and that each of us, in the presence and hearing of the Trustor, hereby declare as witnesses that to the best of our knowledge the Trustor is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

12/15/2020
DATE

William Blain Empey
WITNESS

12/15/2020
DATE

Cindy A. Empey
WITNESS

SELF-PROVING CERTIFICATE OF EXECUTION

I, RUTH M. ADAMS acting as the Trustor, and the witnesses, whose names are signed to the First Amendment to THE AMENDED AND RESTATED RUTH M. ADAMS LIVING TRUST, dated October 12, 2015, were duly sworn, and declared to the undersigned officer that the Trustor signed the First Amendment to THE AMENDED AND RESTATED RUTH M. ADAMS LIVING TRUST, dated October 12, 2015, in the presence of the witnesses as the First Amendment to THE AMENDED AND RESTATED RUTH M. ADAMS LIVING TRUST, dated October 12, 2015, and the witnesses in the presence of the Trustor, and in the presence of each other, signed the First Amendment to THE AMENDED AND RESTATED RUTH M. ADAMS LIVING TRUST, dated October 12, 2015, as witnesses thereto.

WITNESSES:

William Blain Empey

Print: William Blain Empey

TRUSTOR:

Ruth M. Adams
RUTH M. ADAMS

SCANNED
JUL 25 2023

STATE OF Utah)
) **SS:**
COUNTY OF Utah)

Personally came before me this ____ day of December 2020, the above named RUTH M. ADAMS acting as the Trustor of the First Amendment to THE AMENDED AND RESTATED RUTH M. ADAMS LIVING TRUST, dated October 12, 2015, and any amendments thereto, and William Empey and Cindy Empey, witnesses, to me known to be the persons who executed the foregoing instrument in their authorized capacities and acknowledged the same.

(SEAL)

NOTARY PUBLIC
KELSI TINOCO
COMM. # 713845
MY COMMISSION EXPIRES
SEPTEMBER 06, 2024
STATE OF UTAH

Notary Public for Lehi-Zions Bank
County, Utah
My Commission Expires Sept. 6, 2024

SCANNED
JUL 25 2023

We, Dana Jorgensen and Carrie Castillo, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that STEVEN B. ADAMS acting as the Trustee signed and executed this instrument as the First Amendment to THE AMENDED AND RESTATED RUTH M. ADAMS LIVING TRUST, dated October 12, 2015, and that the Trustee signed it willingly and that each of us, in the presence and hearing of and Trustee, hereby declare as witnesses that to the best of our knowledge the Trustee is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

12/23/2020
DATE

Dana Jorgensen
WITNESS

12/23/2020
DATE

Carrie Castillo
WITNESS

SELF-PROVING CERTIFICATE OF EXECUTION

I, STEVEN B. ADAMS acting as the Trustee, and the witnesses, whose names are signed to the First Amendment to THE AMENDED AND RESTATED RUTH M. ADAMS LIVING TRUST, dated October 12, 2015, were duly sworn, and declared to the undersigned officer that the Trustee signed the First Amendment to THE AMENDED AND RESTATED RUTH M. ADAMS LIVING TRUST, dated October 12, 2015, in the presence of the witnesses as the First Amendment to THE AMENDED AND RESTATED RUTH M. ADAMS LIVING TRUST, dated October 12, 2015, and the witnesses in the presence of the Trustee, and in the presence of each other, signed the First Amendment to THE AMENDED AND RESTATED RUTH M. ADAMS LIVING TRUST, dated October 12, 2015, as witnesses thereto.

WITNESSES:

Dana Jorgensen

Print: Dana Jorgensen

Carrie Castillo

Carrie Castillo

TRUSTEE:

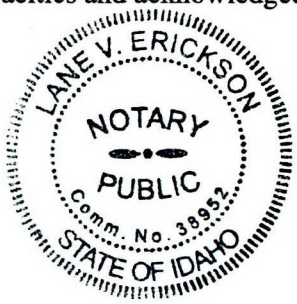
Steven B Adams
STEVEN B. ADAMS

SCANNED
JUL 25 2023

STATE OF IDAHO)
) **SS:**
COUNTY OF BANNOCK)

Personally came before me this 15th day of December 2020, the above named STEVEN B. ADAMS acting as the Trustee of the First Amendment to THE AMENDED AND RESTATED RUTH M. ADAMS LIVING TRUST, dated October 12, 2015, and any amendments thereto, and Dana Jorgensen and Carrie Castillo, witnesses, to me known to be the persons who executed the foregoing instrument in their authorized capacities and acknowledged the same.

(SEAL)



Lane V. Erickson
Notary Public for Idaho
Bannock County, Idaho
My Commission Expires 10/22/2026

SCANNED
JUL 25 2023

LAST WILL AND TESTAMENT

I, RUTH M. ADAMS of Aberdeen, Idaho, being of sound mind and memory, do make, publish and declare this my Last Will and Testament, hereby revoking all former wills and codicils by me made.

FIRST: I am a single woman, and my children's names are DON H. ADAMS, GARY L. ADAMS, STEVEN B. ADAMS, RICHARD L. ADAMS, DIANE ADAMS MULLENIX, CINDY ADAMS EMPEY, SHERRI ADAMS HORROCKS, and RANAE ADAMS DUCLOS.

SECOND: I will and direct my personal representative to pay all legally enforceable debts, including the expenses of my last illness and funeral expenses, current bills and any and all other expenses incurred in administering my estate, except that those debts secured by property of my estate shall not be paid, but shall be transferred to the beneficiary(ies) receiving the property held as collateral on said loan, and such distribution of my property to said beneficiary(ies) shall be accepted subject to any remaining debt secured by said property.

THIRD: I give, devise and bequeath all of the rest, residue and remainder of my estate and property, of whatever kind and wherever situated, owned by me at the time of my death to the Trustee of the DON L. AND RUTH M. ADAMS TRUST dated October 12, 2015, to be added to the assets held in trust and administered by its terms, including any amendments made during my lifetime. If for any reason such distribution of the residue of my estate is ineffective, then I give such residue of my estate to the Trustee named in the DON L. AND RUTH M. ADAMS TRUST dated October 12, 2015, to serve as Trustee, to be held in a testamentary trust in accordance with the provisions of the DON L. AND RUTH M. ADAMS TRUST dated October 12, 2015, including any amendments thereto made during my lifetime.

SCANNED
JUL 25 2023

FOURTH: I authorize and empower my Personal Representative to sell, transfer and convey any and all of the property of my estate, real and personal, and to execute, acknowledge and deliver good and sufficient transfers and conveyances thereof. My Personal Representative shall act without bond. I designate STEVEN B. ADAMS Personal Representative of this Last Will and Testament. If STEVEN B. ADAMS is unable or unwilling to serve as Personal Representative, I designate PENNY GAYE ADAMS as Personal Representative, to serve with all rights and responsibilities given to the original Personal Representative. If PENNY GAY ADAMS is unable or unwilling to serve as Personal Representative, I designate MATTHEW CLINT ADAMS as Personal Representative, to serve with all rights and responsibilities given to the original Personal Representative. If MATTHEW CLINT ADAMS is unable or unwilling to serve as Personal Representative, I designate DANIEL VAUGHN ADAMS as Personal Representative, to serve with all rights and responsibilities given to the original Personal Representative.

IN WITNESS WHEREOF, I, RUTH M. ADAMS, testatrix, sign my name to this Last Will and Testament this 12th day of October, 2015, 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 years of age or older, of sound mind, and under no constraint or undue influence.

Ruth M Adams
RUTH M. ADAMS

SCANNED
JUL 25 2023

We, Erin Knudson and Michael Decker, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the testatrix signs and executes this instrument as her Last Will and Testament and that she signs it willingly (or willingly directs another to sign for her) and that each of us, in the presence and hearing of the testatrix, hereby signs this will as witness to the testatrix signing, and that to the best of our knowledge the testatrix is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Erin P. Knudson

Michael Decker

STATE OF IDAHO)
) **SS:**
COUNTY OF BANNOCK)

Subscribed, sworn to and acknowledged before me by RUTH M. ADAMS, the testatrix and subscribed and sworn to before me by Erin Knudson and Michael Decker, witnesses, this 12th day of October, 2015.

LANE V. ERICKSON NOTARY PUBLIC STATE OF IDAHO

Lane V. Erickson
Notary Public
Bannock County, Idaho
My commission 10/22/2020

SCANNED
JUL 25 2023

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

In Re SRBA)
)
Case No. 39576)
)

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

Water Right 35-11036

1997 NOV 28 PM 2:26
DISTRICT COURT-SRBA
TWIN FALLS CO., IDAHO
FILED

NAME & ADDRESS: RUTH MAE ADAMS
DON L ADAMS
2201 W 1200 S
STERLING ID 83210

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.

PRIORITY DATE: 09/01/1933

POINT OF DIVERSION: T05S R32E S05 NENENE Within BINGHAM County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
DOMESTIC 1 HOME	01-01 12-31	0.04 CFS

PLACE OF USE: DOMESTIC Within BINGHAM County
T05S R32E S05 NENE

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

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.

DATED:

DANIEL C. HURLBUTT, JR.
PRESIDING JUDGE
Snake River Basin Adjudication

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

DATED:

DANIEL C. HURLBUTT, JR.
PRESIDING JUDGE
Snake River Basin Adjudication

SCANNED
SEP 19 2023

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**

July 25, 2023

WILLIAM BLAIN EMPEY
CINDY EMPEY
533 W 1250 NORTH CIR
AMERICAN FORK UT 84003-5197

Re: Change in Ownership for Water Right No(s): 35-11036

Dear Water Right Holder(s):

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

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

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

If you have any questions concerning the enclosed information, please contact me at (208) 497-3787.

Sincerely,

Jonie Baily
Technical Records Specialist 1

Enclosure(s)

SCANNED
JUL 25 2023

RECEIVED

JUL 20 2023

Department of Water Resources
Eastern Region

July 10, 2023

Re: Notice of change in water right ownership #35-11036

Dear Sir or Madam:

We are applying for a water right ownership change. My wife's mother (Ruth Mae Adams) gave her home to her children when she passed away in June of 2021. My wife (Ruth's daughter) and I purchased her sibling's shares later. We would like to change the water right to our name.

I've included the following documents:

- A completed 'Notice of Change in Water Right Ownership', downloaded from your website.
- A copy of the conveyance document from Ruth Adams to her children.
- A copy of the conveyance document from her children to my wife and me (Cindy Adams Empey and William Blain Empey).
- A plat map as required (downloaded from your website).
- A check for $25.00.
- A copy of the current Water Right Report (#35-11036).
- A copy of an access easement related to the well on the property.

Cindy and I live in Utah but are using this property as a second home. Cindy's brother owns the surrounding farm; he has an easement to the well which he uses to provide water to his bulls (currently one bull, two or three max in the past—I've provided a copy of that document). The address to the home on the property associated with the groundwater right is as follows:

2201 West 1200 South

Sterling, ID 83210

Please contact me if I've failed to provide enough documentation. I can be reached at 801-319-8946 or my email address is blainmp@gmail.com.

Thank you in advance.

Blain Empey



SCANNED

JUL 25 2023