

RECEIVED

APR 25 2023

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

IDWR / NORTH NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
95-7345	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: Christine and Kevin Mayo
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Robert and Laura Calnon
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
4810 S Carpenter Loop Post Falls ID 83854
Mailing address City State Zip
949-677-5590 r.calnon@yahoo.com
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 4/14/23
6. Do you own the land identified as the water right place of use? Yes ☐ No ☐
☐ If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
☐ \$25 per *undivided* water right.
☐ \$100 per *split* water right.
☐ No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: RA Calnon 4/23/23
Signature of new owner/claimant Title, if applicable Date
Robert Calnon
Print name

Signature: Laura Calnon 4/23/23
Signature of new owner/claimant Title, if applicable Date
Laura Calnon
Print name

For IDWR Office Use Only:

Received by Ja Date 4/25/23 Receipt No. N043212 Receipt Amt. 2500
Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
Name on W-9 _____ Approved by _____ Processed by NS Date 4/25/23

SCANNED

APR 25 2023



WARRANTY DEED

Alliance Title & Escrow, LLC Order No.:632204

FOR VALUE RECEIVED

Christine G. Mayo and Kevin J. Mayo, wife and husband

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

Robert Andrew Calnon and Laura Lynn Calnon, as Co-Trustees of The Calnon Family Trust, dated March 4, 2021

whose current address is

**4810 S. Carpenter Loop
Post Falls, ID 83854**

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

See attached Exhibit 'A'

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

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

Dated: April 7, 2023

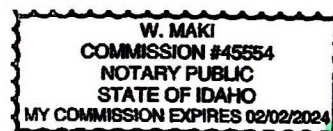
Christine G. Mayo
Christine G. Mayo

Kevin J. Mayo
Kevin J. Mayo

State of Idaho } ss
County of Kootenai }

On this 12th day of April, 2023, before me, W. Maki, a Notary Public in and for said state, personally appeared Christine G. Mayo and Kevin J. Mayo, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

W. Maki
W. Maki
Notary Public for the State of Idaho
Residing at: Rathdrum, ID
Commission Expires: 02/02/2024



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APR 25 2023

File No. 632204

Exhibit 'A'

A portion of land in the Northeast quarter, Section 18, Township 50 North, Range 5 West of the Boise Meridian, Kootenai County, State of Idaho, more specifically described as follows:

Commencing at the South quarter corner of Section 18; thence
North 35°17'55" East, 3247.54 feet to the True Point of Beginning; thence
Due North, 618.94 feet; thence
Due East, 640.66 feet to a point on the West right of way of a County Road; thence
South 15°34'37" East, 234.60 feet along the West right of way of a County Road; thence
South 04°08'29" East, 398.38 feet; thence
North 89°39'26" West, 732.44 feet to the True Point of Beginning.

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APR 25 2023

07/27/2018

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 95-7345

NAME AND ADDRESS: CHRISTINE G MAYO
4810 S CARPENTER LOOP
POST FALLS ID 83854

KEVIN J MAYO
4810 S CARPENTER LOOP
POST FALLS ID 83854

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.040 CFS
1.20 AFY

The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 08/20/1973

POINT OF
DIVERSION: T50N R05W S18 SENE Within KOOTENAI County
T50N R05W S18 SENE Within KOOTENAI County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
DOMESTIC	01/01 12/31	0.040 CFS 1.20 AFY
Domestic use is for 1 home.		

PLACE OF USE: DOMESTIC in KOOTENAI County
T50N R05W S18 SENE

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

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

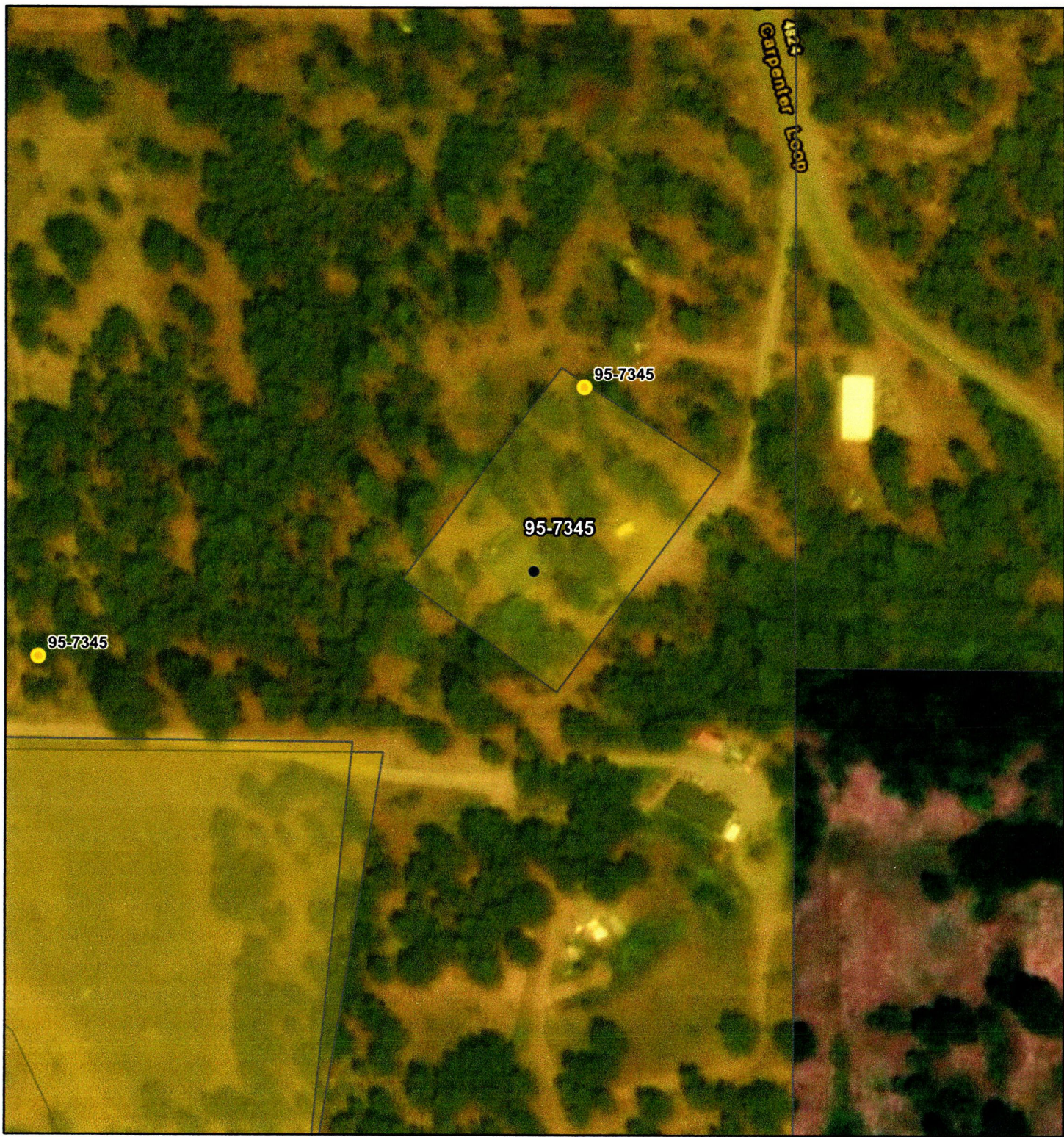
EXPLANATORY MATERIAL: BASIS OF CLAIM - License

Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.

Parcel No. 50N05W182300

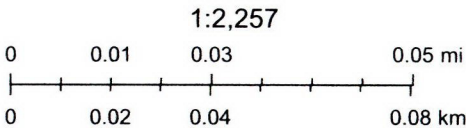
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Water Rights



4/23/2023, 10:03:44 AM

- POD - Water Rights
- POU - Water Rights
- All Other POU (non-provider)



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APR 25 2023

THE CALNON FAMILY TRUST

This Trust Agreement is entered into this March 4, 2021, by and between ROBERT ANDREW CALNON and LAURA LYNN CALNON, husband and wife, as Grantors, and ROBERT ANDREW CALNON and LAURA LYNN CALNON as Co-Trustees.

ARTICLE I TRUST PROPERTY

The Grantors have transferred and delivered or will transfer and deliver to the Trustee, without consideration, all of their property, both real and personal. Also, the Grantors have designated or will designate the Trustee as beneficiary of the life insurance policies which they now have or will in the future possess, and may hereafter designate the Trustee as beneficiary under any pension, profit sharing or other forms of employee benefit plans in which the Grantors, or either of them, have a beneficial or assignable interest. Additional property, real or personal, or any interest therein, acceptable to the Trustee, may be transferred to this trust by the Grantors or any other person. The Trustee agrees to hold, manage and distribute said property and the proceeds of any life insurance policies, and all other property hereafter received, as hereinafter provided.

The Grantors, by the execution of this instrument, hereby assign, grant and convey to the Trustee of this instrument all of the Grantors' right, title and interest in and to all of their real and personal property, including all tangible personal property, stocks, bonds, cash, mutual funds and promissory notes, all amounts on deposit from time to time at any bank, savings and loan association or investment institution, real property, leases on real property, interests in business entities and all other property owned by the Grantors, wherever situated. The Grantors intend this assignment to be effective as of the date of this instrument even though other documents may be necessary to perfect title to such property in the name of the Trustee.

ARTICLE II CHARACTER OF PROPERTY

2.01 The Grantors intend that all community property transferred to this trust and the proceeds thereof (the "community estate") shall remain community property of the Grantors during their joint lifetimes. Similarly, Grantors intend that all separate property and quasi-community property of either Grantor and the proceeds thereof (the "separate estate") shall remain separate or quasi-community property during the joint lifetimes of the Grantors.

2.02 It is the Grantors' intention that the Trustee shall have no more extensive power over any community property transferred to the trust estate than either of the Grantors would have had under California Family Code Sections 1100 and 1102 had this trust not been created and this instrument shall be interpreted to so achieve this intention. This limitation shall terminate upon the death of either Grantor.

ARTICLE III PROVISIONS RELATING TO POLICIES OF LIFE INSURANCE AND TO EMPLOYEE BENEFIT PLANS

3.01 Trustee's Duties: With respect to life insurance policies not owned by the Trustee, the Trustee shall be under no duty to pay premiums, assessments or any other charge upon any of said policies, to keep itself informed with respect to the payment thereof, or to take any other action to keep such policies in force. If any such policies are delivered to the Trustee, the Trustee shall hold such

policies subject to the written order of the Grantors, or either of them, without obligation during the lifetime of the insured Grantor other than the safekeeping of such policies.

3.02 Rights Reserved by Grantors: Until the death of the insured, the Grantors, jointly or separately, in accordance with their respective rights apart from this trust agreement, shall have all the rights of ownership in any life insurance policies made payable to the Trustee, including but not limited to, the right to sell, assign, or hypothecate any of said policies; to change the beneficiary under and to exercise any option or privilege granted by any of said policies; to borrow any sum in accordance with the provisions of any such policies, and to receive all payments, dividends, surrender value, benefits or privileges of any kind which may accrue on account of such policies during the lifetime of the insured Grantor, without the consent or approval of the Trustee.

3.03 Policies Owned by Trustee: With respect to any policies owned by the Trustee, the Trustee may pay premiums, assessments, or any other charge upon any such policies in order to keep them in force, and shall have all the rights of ownership in such policies.

3.04 Collection of Proceeds: Upon receipt by the Trustee of actual notice of the death of insured or covered Grantor, the Trustee shall collect all sums payable to the Trustee as beneficiary of any life insurance policies and of any benefits payable to it under employee benefit plans. The Trustee shall be under no duty to seek reimbursement from any source for any deduction from or charge against the proceeds of any such plan or such policy on account of any indebtedness secured by either. The Trustee shall have the power to compromise, arbitrate, or otherwise adjust any claims arising out of any such policies and plans and to take action as may in its discretion be necessary and proper for collection of any such insurance and employee benefit proceeds. The expenses of collection shall be payable out of the trust estate. However, the Trustee shall not be obliged to take any action for collection unless and until it shall have been indemnified to its satisfaction against any loss, liability or expense, including reasonable attorney's fees.

3.05 Receipt of Trustee: The receipt of the Trustee to the insurer and to the Trustee of any such plan shall be a full discharge and neither the insurer nor such Trustee is required to see to the application of the proceeds.

ARTICLE IV POWER TO AMEND AND REVOKE

4.01 During Lifetimes of Grantors: During the lifetime of both Grantors, this trust may be revoked in whole or in part with respect to community property by either Grantor, and with respect to any separate property may be revoked in whole or in part by the Grantor who contributed that property to the trust. The power of revocation shall be exercised by written notice delivered by the revoking Grantor during his lifetime to the other Grantor and to the Trustee. In the event of such revocation, the revoked portion of the community estate shall be transferred to both Grantors as their community property, and the separate estate shall be transferred to the Grantor creating it and shall constitute his separate or quasi-community property as if the trust had not been created. The Grantors also reserve the right to amend this trust in whole or in part at any time during the lifetime of both Grantors by an instrument in writing signed by both Grantors and delivered to the Trustee during their joint lifetimes. Anything herein to the contrary notwithstanding, neither Grantor may amend or revoke this trust so as to affect life insurance policies or the proceeds from life insurance policies on the life of said Grantor when such policies are owned by the other Grantor as his or her separate property.

4.02 After Death of One Grantor: From and after the death of the first Grantor to die, the surviving Grantor shall have the power to amend or revoke this trust in whole or in part by an instrument in writing, delivered to the Trustee during his or her lifetime.

4.03 Effect: Any amendment or revocation shall take effect when and if the required writing is received by the Trustee, but any such amendment or revocation shall not affect any lawful act of the Trustee prior to receipt by the Trustee of the required writing. Notwithstanding the foregoing, the Trustee will not be obligated to act under amendment unless it accepts the same in writing.

ARTICLE V
DISTRIBUTION OF INCOME AND PRINCIPAL

5.01 During the Joint Lifetimes of Grantors:

5.011 Income: So long as both Grantors are living, the Trustee shall pay to the Grantors, or shall apply for their benefit, the entire net income of the community estate, and shall pay to or apply for the benefit of each Grantor the entire net income from his or her respective separate estate.

5.012 Withdrawal of Principal: At the written request of the Grantors, the Trustee shall pay to the Grantors as community property so much of the principal of the community estate as shall be so requested. At the written request of the Grantor who transferred the separate estate to the trust, the Trustee shall pay to him or her so much of the principal of the separate estate established by such Grantor as he or she shall request.

5.013 Invasion of Principal: If at any time either Grantor shall be incompetent or shall for any other reason be unable to act on his or her behalf, the Trustee may in its absolute discretion pay to or apply for the benefit of the Grantor such amounts of the principal of the trust estate, up to the whole of the community estate and separate estate of such Grantor, as the Trustee may from time to time deem necessary or advisable for his or her use and benefit. However, the Trustee shall not make payments from the community estate without first obtaining the written approval of the Grantor not so disabled.

5.02 Upon the Death of One Grantor Survived by the Other Grantor:

5.021 Payment of Debts, Funeral Expenses, Taxes: Upon the death of the first Grantor, the Trustee may pay out of the Trust any payment for debts, funeral expenses, estate, inheritance taxes (including penalties and interest thereon) or other death taxes that may, by reason of the first Grantor's death, be attributable to his or her probate or Trust estate, or any portion of it, or to any transfers of property outside his or her probate or Trust estate. Except as may be otherwise specifically provided, such charges and expenses shall be paid from the Trust estate as a whole without apportionment, deduction or adjustment among the beneficiaries of this trust or of any separate trust hereunder.

5.022 If benefits under qualified retirement plans are payable to the trust, Trustee may elect to receive such benefits in installments or in a lump sum. If exempt from federal estate tax, they shall not be used by Trustee to pay death taxes or any other expenses arising by reason of a Grantor's death.

5.023 During the lifetime of the Surviving Grantor, the Trustee shall pay to or apply to the benefit of the Surviving Grantor as much of the income and principal of the Trust as the Surviving Grantor requests, plus such additional sums as the Trustee, in the Trustee's discretion, determines are appropriate for the Surviving Grantor's health, maintenance, support, or education.

5.03 Upon the Death of Surviving Grantor:

5.031 Payment of Debts, Funeral Expenses, Taxes: Upon the death of the Surviving Grantor, the Trustee may pay out of the Trust any payment for debts, funeral expenses, estate, inheritance taxes (including penalties and interest thereon) or other death taxes that may, by reason of the Surviving Grantor's death, be attributable to his probate or trust estate, or any portion of it, or to any transfers of property outside his probate or trust estate. Except as may be otherwise specifically provided, such charges and expenses shall be paid from the trust estate as a whole without apportionment, deduction or adjustment among the beneficiaries of this trust or of any separate trust hereunder.

5.032 Specific Gifts: Both ROBERT ANDREW CALNON and LAURA LYNN CALNON shall write a letter of direction to the Trustee or Executor regarding the distribution of their personal items, which letter shall be on a plain piece of paper, in his or her own handwriting, dated, and signed by said Grantor; this letter shall list each gift and the person who is to receive it. In the event there is no letter to the Trustee, these personal items shall be distributed in accordance with this ARTICLE V.

5.033 Residue: The Trustee shall divide and distribute the residual of the Trust estate, outright and free of trust, equally between NICHOLAS ROBERT CALNON and ALYSSA MARIE CALNON. If either of these named beneficiaries predeceases the Grantors, then the share of the predeceased beneficiary shall be distributed equally among the living issue of the predeceased beneficiary. If the predeceased beneficiary does not leave any living issue, then the share of the predeceased beneficiary shall be distributed to the living sibling of the predeceased beneficiary.

5.034 If at any time before full distribution of the trust estate, both Grantors and all of their issue are deceased and no other disposition of the property is directed by this instrument, the Trust estate as then constituted shall be divided into two (2) equal shares, one such equal share for the heirs of ROBERT ANDREW CALNON, and one such equal share for the heirs of LAURA LYNN CALNON; the identities and respective shares of the heirs to be determined as though the Grantor's death had just then occurred, and in accordance with the laws of intestate succession then in effect in the State of California which relate to separate property not acquired from a previously deceased spouse.

5.035 Distributions to Young Persons: If any person otherwise entitled to outright distribution of any property from any trust created by this document, is under the age of Eighteen (18) at the time the right to distribution vests, the trustee shall not make the distribution, but shall, instead, retain the property that would otherwise be distributed in a separate trust for the benefit of the underaged person ("Beneficiary"). The separate trust shall be administered as follows:

5.0351 Unproductive Property: The trustee shall hold as unproductive property any property that the trustee in its discretion determines should be preserved for distribution in kind to Beneficiary, including, in particular, tangible personal property of sentimental value. Such property shall be distributed to Beneficiary at such time as the trustee deems appropriate, but no later than the time of distribution of the remaining property.

5.0352 Periodic Distributions: The trustee shall pay to or for the benefit of Beneficiary, quarter-annually or at more frequent intervals, as much of the income and principal of the trust as the trustee, in the trustee's discretion, considers advisable for Beneficiary's support, health and education, including professional education, after taking into consideration other resources of Beneficiary, the resources of the trust, and the likely future needs of Beneficiary within the trust term.

5.0353 Additional Distributions of Principal: When Beneficiary attains the age of Eighteen (18) the trustee shall distribute to Beneficiary the entire remaining trust property. If the specified age has been attained at the time of the initial funding of the trust, the appropriate distributions shall be made immediately.

5.0354 Power to Delay Distributions: Despite the foregoing distribution provisions, the trustee may delay any distribution until a time no later than Beneficiary's death if the trustee determines that it is reasonably certain that the distributions are not in Beneficiary's best interests because the beneficiary is incompetent, suffers from substance abuse, or because Beneficiary's financial circumstances are such that failure to delay distributions will actually reduce the trust benefits to Beneficiary.

5.0355 Beneficiary's Failure to Survive: If Beneficiary dies before final distribution, the trust shall terminate and the remaining trust property shall be distributed to such persons, including Beneficiary's estate and creditors, as Beneficiary may appoint under the provisions of this trust for exercising a power of appointment. If this appointment power is not effectively exercised with respect to any trust property, that property shall be distributed to the then surviving issue of Beneficiary, per capita at each generation, and, if none, then to the then living siblings of Beneficiary, with the then living issue of deceased siblings taking the shares of deceased siblings per capita at each generation; and, if none, then to the persons entitled to Beneficiary's estate under the California laws of succession.

5.0356 Trustee: The trustee of any trust established under this paragraph shall have the power to name successors and may amend the trust to provide for administration of the trust by multiple trustees in such manner as the trustee deems appropriate. The provisions of this document concerning trustees shall continue to apply to this trust to the extent not inconsistent with exercises of the powers of the trustee granted in this subparagraph.

5.04 Termination: Unless sooner terminated in accordance with other provisions of this instrument, each trust created hereunder shall terminate Twenty-One (21) years after the death of the last survivor of the Grantors and those of their issue who are living at the date of death of the first of the Grantors to die. All principal and undistributed income of any trust so terminated shall be distributed to the then income beneficiaries of the trust in the proportions in which they are, at the time of termination, entitled to receive the income; provided, however, that if the rights to income are not then fixed by the terms of the trust, distribution under this clause shall be made, by right of representation, to such issue of Grantors as are then entitled or authorized in the Trustee's discretion to receive income payments, or, if there are no such issue of Grantors, in equal shares to those beneficiaries who are then entitled or authorized to receive income payments.

ARTICLE VI POWERS OF TRUSTEE

In addition to all other powers and discretions granted or vested in a Trustee by law or by this instrument, any Trustee appointed hereunder shall have the following powers and discretions, subject always to the limitations expressly provided in this instrument, to carry out the purposes of each trust established hereunder.

6.01 General Powers:

6.011 To grant, bargain, sell (for cash or on deferred payments), convey, grant options, exchange or convert any real or personal property; to lease for terms either within or beyond the duration of this trust;

6.012 To enter into oil, gas and other mineral leases, pooling, unitization, repressurization, community and other types of agreements relating to the development, operation and conservation of mineral properties;

6.013 To assign, partition, divide, subdivide, repair, apply for zoning or rezoning and improve or develop any properties;

6.014 To loan, reloan, invest and reinvest the trust estate or any part thereof;

6.015 To vote stock, give proxies, pay calls for assessments, sell or exercise stock subscription or conversion rights;

6.016 To participate in foreclosures, reorganizations, consolidations, mergers, liquidations, pooling agreements, voting trusts, assent to corporate sales and other acts and, in connection therewith, to deposit securities with and transfer title to any protective or other committee under such terms as the Trustee may deem advisable;

6.017 To hold securities or other property in its own name or in the name of a depositor, a company, or its nominee, without disclosing any fiduciary relation, including maintenance of "street name" accounts with brokers;

6.018 To procure and carry at the expense of the trust estate insurance of such kind and in such form and amount as the Trustee deems advisable to protect the Trustee and the trust estate against any hazard or liability to be carried as an expense of the trust estate;

6.019 To borrow money for any trust purpose; hypothecate the trust estate or any part thereof and replace, renew and extend any encumbrance thereon, upon such terms, conditions and security as may be determined by the Trustee; to pay loans or other obligations of the trust estate, as the Trustee in its discretion deems advisable; with respect to the purchase of any property, as part of the consideration given therefor, to assume a liability of the transferor or to acquire such property subject to a liability; and to guarantee loans acquired by a Grantor;

6.0110 To deduct, retain, extend and pay out of any money belonging to the trust any and all necessary and proper expenses in connection with the operation and conduct of the trust including (but not by way of limitation) reasonable attorneys' fees, accountants' fees, investment counsel fees and the like and to pay all taxes, insurance premiums and other legal assessments, debts, claims or charges which at any time may be due and owing by, or which may exist against the trust;

6.0111 To engage in business with the property of the trust as a sole proprietor, or as a general or limited partner, with all powers customarily exercised by an individual so engaged in business, and to hold an undivided interest in any property as tenant in common or as tenant in partnership;

6.0112 To employ and pay any custodian, investment advisor or any other agents to assist the Trustee in the administration of the trust. If investment counsel is retained, the Trustee may abide by the decision of the counsel and shall not be held liable or otherwise surcharged for losses directly attributable to investments made on the advice of independent counsel. During the period independent counsel is retained, the Trustee shall not be required to conduct reviews of trust investments and it shall not be required to take action with respect to trust investments unless it receives written instructions from the investment counsel;

6.0113 To act hereunder through an agent or attorney in fact, or by or under a power of attorney duly executed by the Trustee, in carrying out any of the powers and duties herein authorized;

6.0114 To buy and sell listed options and/or sell covered or backed options and repurchase same;

6.0115 During the lifetime of the Grantors, but only with their consent or the consent of the surviving Grantor, to buy, sell and trade in securities of any nature (including "short" sales) on margin, and to buy, sell and trade in commodities, and for such purposes to maintain and operate margin accounts and other accounts with brokers, and to pledge all securities held or purchased, with such brokers as security for loans and advances made to the Trustee.

6.02 Retention of Assets and Receipt of Other Properties: The Trustee may hold and retain any securities, properties, or other investments, including life insurance on the life of a beneficiary, and continue to hold, manage and operate any property, business or enterprise received or acquired at any time hereunder, as long as in its discretion it elects to do so, the profits or losses therefrom, if any, to inure to or be chargeable against the trust estate and not the Trustee. The Trustee may receive from any source additional properties acceptable to it for addition to the trust estate, or if the trust estate has been divided into shares, for addition to one or more of such shares.

6.03 Investment Powers: In investing, reinvesting, purchasing, acquiring, exchanging and selling property for the benefit of this trust, the Trustee shall exercise the judgment and care, under the circumstances then prevailing which men of prudence, discretion, and intelligence exercise in the management of their own affairs, not in regard to speculation, but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital. Within the limitations of the foregoing standard, the Trustee is authorized to acquire every kind of property, real, personal or mixed, and every kind of investment, specifically including, but not by way of limitation, corporate obligations of every kind, stocks, preferred or common, including stock of a Trustee, shares or other evidences of participation in regulated mutual investment companies, common trust funds, life insurance and annuities on the life of or for the benefit of a beneficiary, which men of prudence, discretion, and intelligence would acquire for their own account.

6.04 Principal and Income: Except as otherwise specifically provided herein, the determination of all matters relating to what is income or principal and the apportionment and allocation of receipts and expenses between these accounts shall be governed by the provisions of the laws of the State of California then in effect. In all instances in which such provisions do not resolve questions relating to principal and income, the Trustee shall determine the same in its discretion subject to its fiduciary obligation.

6.05 Compromise of Claims: The Trustee may, at its option, at any time, in connection with its management of the trust estate or the collection of any moneys due or payable to it as Trustee hereunder, compromise or abandon any claims existing in favor of or against the trust estate; to commence or defend at the expense of the trust, such litigation with respect to the trust estate as the Trustee may deem advisable.

6.06 Division and Distribution in Kind: Upon any division of the trust estate into separate shares or trusts and upon any distribution of income or principal, the Trustee may apportion and allocate the assets of the trust estate in cash or in kind, or partly in cash and partly in kind, or in undivided interests, in such manner at such valuations as the Trustee in its discretion deems advisable. Any distribution or division in kind may be made, in the Trustee's discretion and subject to its fiduciary obligation, on either a pro rata or non-pro rata basis so long as the respective assets allocated or distributed have equivalent or proportionate fair market value. In making in kind allocations of assets, the Trustee shall take into consideration the income tax basis of specific property to be so allocated in determining equivalence of value. The Trustee may sell such property as it deems necessary to make any such division or distribution. After any division of the trust estate, the Trustee may make joint investments with funds from some or all of the several shares or trusts.

6.07 Transactions with Other Trusts or the Estate of a Grantor: The Trustee may purchase assets from, sell assets at fair market value to, borrow money from or loan money (with adequate security and interest) to (1) the estate of a deceased Grantor, or (2) another trust established by a Grantor, or engage in such transactions between separate trusts established hereunder. The terms of such transactions shall be solely within the discretion of the Trustee and the Trustee shall incur no liability with regard thereto.

6.08 Budget Income and Expenses: The Trustee shall have the power to budget the estimated annual income and expenses of the trust in such manner as to equalize as far as possible periodic income payments to beneficiaries.

6.09 Taxes: Except as otherwise provided, taxes shall be paid and charged by the Trustee as follows:

6.091 Upon the death of any beneficiary, excluding a Grantor, in which case specific provision is made hereinbefore, any estate, inheritance, succession or other death taxes, duties, charges or assessments, together with interest, penalties, costs, trustees' compensation and attorneys' fees, which shall become due by reason of the trust estate or any interest therein being includible for such tax purposes, may be paid by the Trustee from the trust estate, unless other adequate provision shall have been made therefor. Except as otherwise specifically provided, such payments shall be charged to the deceased beneficiary's share.

6.092 If the Trustee considers that any distribution from a trust hereunder other than pursuant to a power to withdraw or appoint is a taxable distribution subject to a generation-skipping tax payable by the distributee, the Trustee shall augment the distribution by an amount which the Trustee estimates to be sufficient to pay the tax and shall charge the same against the trust to which the tax relates. If the Trustee considers that any termination of an interest in or power over trust property hereunder is a taxable termination subject to a generation-skipping tax, the Trustee shall pay the tax from the trust property to which the tax relates, without adjustment of the relative interests of the beneficiaries. If the tax is imposed in part by reason of trust property hereunder and in part by reason of other property, the Trustee shall pay that portion thereof which the value of the trust property bears to the total property taxed, taking into consideration deductions, exemptions and other factors which the Trustee deems pertinent.

6.093 The Trustee shall have full power and authority to pay from the trust estate any other taxes, charges or assessments for which the Trustee, the trust estate, or any interest therein becomes liable, and any such payments shall be made from and charged to any share or separate trust thereof, as the Trustee in its discretion deems proper, and to either income or principal as prescribed by California law.

6.094 The Trustee may make any such payments directly to a personal representative or other fiduciary and the Trustee may rely upon a written statement of such fiduciary as to the amount and propriety of such taxes, interest, penalties and other costs, and shall be under no duty to see to the application of any funds so paid.

6.10 Release of Powers: A Trustee shall have the power to release or to restrict the scope of any power that it may hold in connection with any trust created herein, whether such power is expressly granted herein or implied by law. The Trustee shall exercise this power in a written instrument executed by the Trustee, specifying the powers to be released or restricted and the nature of the restriction.

6.11 Power of Co-Trustee to Act Alone:

6.111 Powers of a Co-Trustee who is a Grantor: Any one of the Co-Trustees who is also a Grantor of this trust, acting alone, shall be authorized to exercise any and all of the Trustee powers hereinbefore granted.

6.112 Powers of Co-Trustees other than the Grantors:

(a) Delegation: As long as any individual named in this instrument shall serve as Co-Trustee, that individual shall have the power from time to time to delegate to the other Co-Trustee or Co-Trustees, if more than one, all or any of his powers as Co-Trustee, during vacation periods or other temporary periods. The power of delegation shall be exercised by delivery of written notice specifying the powers delegated. This delegation shall terminate on delivery of written notice of termination of delegation.

(b) Signing of Checks: Any one of two or more Co-Trustees, acting alone, shall have the power to sign checks on any trust bank accounts and shall have the power to endorse checks and withdraw funds from any bank and/or savings and loan, checking or savings accounts.

(c) Safe-Deposit Box: Any one of two or more Co-Trustees, acting alone, shall have access to any safe-deposit box leased by the Trustee.

ARTICLE VII
SUCCESSOR TRUSTEE

7.01 Successor Trustee: Upon the death, incapacity, or resignation of a Grantor/Trustee, the surviving and competent Grantor/Trustee shall act as sole Trustee of this trust. Upon the death, incapacity, or resignation of the surviving Grantor/Trustee, NICHOLAS ROBERT CALNON shall succeed as Trustee of this trust. Upon the death, incapacity, or resignation of NICHOLAS ROBERT CALNON, ALYSSA MARIE CALNON shall succeed as Trustee of this trust. All the powers and duties of the Trustee shall remain the same. No individual Trustee under this Trust Agreement shall be required to post a surety bond. In the event that a Trustee hereinbefore mentioned becomes incapacitated, his or her incapacity shall be determined through the sworn affidavit of two (2) medical doctors, licensed to practice medicine in the State of residence of the Trustee.

7.02 Trustee's Fees: For its services as Trustee, the Trustee shall receive compensation which is fair and reasonable and in accordance with the standards of individual trustees. In the event the Trustee is a corporate fiduciary, then the Trustee shall receive the compensation set forth in its regularly published fee schedule. The Trustee is entitled to reimbursement for expenses of the trust that the Trustee has paid.

7.03 Resignation and Appointment of Successor: Any Trustee may resign at any time upon giving written notice, by certified mail to the last known address of the addressee, thirty (30) days before such resignation shall take effect, to the Grantors, or the survivor of them, or after the death of both Grantors to all adult beneficiaries and to the guardians, conservators or other fiduciaries of the persons or property of any minor or incompetent beneficiaries who may then be entitled or authorized, in the Trustee's discretion, to receive payments of income hereunder. If no Successor Trustee is herein designated to act in the event of the resignation of the resigning Trustee, or no Successor Trustee accepts the office, a majority of those to whom such notice of resignation shall be given shall designate a Successor Trustee by written notice to the resigning Trustee. In the event a Successor Trustee shall not be so designated, the resigning Trustee shall have the right to appoint a Successor Trustee, or the resigning Trustee or any such beneficiary of this trust may secure the appointment of a Successor Trustee by a court of competent jurisdiction, at the expense of the trust estate. The resigning Trustee shall transfer and deliver to the Successor Trustee the then entire trust estate and shall thereupon be

discharged as Trustee of this trust and shall have no further powers, discretions, rights, obligations, or duties with regard to the trust estate and all such powers, discretions, rights, obligations, and duties shall inure to and be binding upon said Successor Trustee.

7.04 No Liability for Acts of Prior Trustee: No Successor Trustee, whether or not specifically named herein, shall have any responsibility for the acts or omissions of any prior Trustee and no duty to audit or investigate the accounts or administrations of any such Trustee.

ARTICLE VIII MISCELLANEOUS PROVISIONS

The following additional provisions shall apply to the trusts created hereunder:

8.01 Spendthrift Provision: No interest in the principal or income of any trust created under this instrument shall be anticipated, assigned, or encumbered, or subject to any creditor's claim or to legal process, prior to its actual receipt by the beneficiary.

8.02 Payments to Minors or Others under a Disability: The Trustee, in the Trustee's discretion, may make payments to a minor or other beneficiary under disability by making payments to the guardian or conservator of his person, or, if payable to someone other than the surviving Grantor, to any suitable person with whom he resides, or the Trustee may apply payments directly for the beneficiary's benefit. The Trustee in its discretion may make payments directly to a minor if in the Trustee's judgment the minor is of sufficient age and maturity to spend the money properly.

8.03 No Physical Division of Trust Property Required: There need be no physical segregation or division of the various trusts except as segregation or division may be required by the termination of any of the trusts, but the Trustee shall keep separate accounts for the different undivided interests.

8.04 Termination of Trust under \$20,000.00: In the event that the share or separate trust held for any income beneficiary has at any time a total value of less than twenty thousand dollars (\$20,000.00), the Trustee may in its discretion pay the entire share of trust to the beneficiary thereof, or his guardian or conservator, whereupon said trust shall terminate.

8.05 Definition of "Sibling" and "Issue" and "Children": As used herein, the term "sibling" shall refer to one of two or more persons who share at least one common parent. As used herein, the term "issue" shall refer to lineal descendants of all degree, and the term "child", "children", and "issue" shall include adopted persons.

8.06 Definition of "Education": Whenever provision is made herein for payment for the "education" of a beneficiary, the term "education" shall be construed to include, without limitation, primary, secondary, college and graduate study, so long as pursued to advantage by the beneficiary, at an institution of the beneficiary's choice; and in determining payments to be made for such education, the Trustee shall take into consideration the beneficiary's related living expenses to the extent that they are reasonable, and travel expenses.

8.07 Accounting: Any and all accounting shall be made annually, or at other reasonable intervals as determined by the Trustee, to the beneficiaries of the trust or to their legal guardians or conservators or to the parents or guardians of any minor beneficiaries. Unless one or more of the beneficiaries (or parent, guardian or conservator) shall deliver a written objection to the Trustee within ninety (90) days of receipt of the Trustee's account, the account shall be deemed settled, and shall be final and conclusive in respect to transactions disclosed in the account as to all beneficiaries of the trust, including unborn and unascertained beneficiaries. After settlement of the account by reason of the

expiration of the ninety (90) day period referred to above, or by agreement of the parties, the Trustee shall no longer be liable to any beneficiary of the trust, including unborn and unascertained beneficiaries, in respect to transactions disclosed in the account, except for the Trustee's intentional wrongdoing or fraud.

8.08 When any provision in this trust authorizes the Trustee to pay income or principal, or both, to any one or more persons in a specified class or classes, said Trustee is authorized to pay any part or all of such income or principal to any one member of such class or classes to the exclusion of all the others, or to some members of the class or classes to the exclusion of others, and in such amounts or shares, equal or unequal, and at such time or times as he in his sole discretion deems advisable.

8.09 Severability: If any provision of this instrument is unenforceable, the remaining provisions shall nevertheless be carried into effect.

8.10 Number and Gender; Headings: As used in this instrument, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates. The headings in this instrument are convenient of reference and are not to be considered in construction hereof.

8.11 Authority of Trustee: No person paying money or delivering any property to the Trustee need see to its application.

8.12 Reservation of Use and Occupancy of Home: If at any time the trust estate shall contain any improved real property, or mobile home, actually used or suitable for occupancy as residence, or any interest therein, the Grantors or the survivor of them shall have the right to reside on such property as long as they may desire to do so, free of rent. The Trustee shall pay the property taxes, assessments, liens, insurance, repairs and other charges or amounts necessary for the general upkeep and reasonable improvements of the property out of principal or income of the trust estate containing such home as the Trustee in its discretion shall determine. The Trustee in the Trustee's discretion may sell said property and replace it or rent or lease another residence suitable for the Grantors or surviving Grantor as the Trustee deems appropriate.

8.13 No Contest: If any beneficiary under this trust or any heir of the Grantors, whether claiming to be an heir or claiming through an heir, in any manner, directly or indirectly contests or attacks this trust, or any of its provisions, without reasonable cause, any share or interest in the trust estate given to the contesting beneficiary under this trust is revoked and shall be disposed of in the same manner provided herein as if the contesting beneficiary had predeceased the Grantors without leaving any issue.

ARTICLE IX GOVERNING LAW

This trust has been accepted by the Trustee in the State of California, and its validity, construction, and all rights thereunder shall be governed by the laws of that State.

[Signatures follow on the next page]

Executed as of the day and year first above written.



ROBERT ANDREW CALNON, Grantor



LAURA LYNN CALNON, Grantor

ACCEPTED:



ROBERT ANDREW CALNON, Trustee



LAURA LYNN CALNON, Trustee

SCANNED
NOV 25 2023

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On March 4, 2021, before me, TRENT MARCUS, notary public, personally appeared ROBERT ANDREW CALNON and LAURA LYNN CALNON, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

SCANNED
APR 25 2023



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

Governor Brad Little

Director Gary Spackman

April 25, 2023

THE CALNON FAMILY TRUST
4810 S CARPENTER LOOP
POST FALLS ID 83854-5738

Re: Change in Ownership for Water Right No(s): 95-7345

Dear Water Right Holder(s):

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

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

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

If you have any questions concerning the enclosed information, please contact me at (208) 762-2813.

Sincerely,

Natalie Steading

Natalie Steading
Tech Records Specialist 1

Enclosure(s)

SCANNED
APR 25 2023