

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAY 20 2024

DEPARTMENT OF
WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
57-07282	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: Phyllis A & David C Hoadley
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Heather A Hale and Gregory W Hale
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or

PO Box 95
Mailing address

Marsing ID 83639
City State Zip

(208) 989-9683
Telephone

heatherhale1221@gmail.com
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 22, 2024
6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
 o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
7. This form must be signed and submitted with the following **REQUIRED** items:

- ☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- ☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- ☒ Filing fee (see instructions for further explanation):
 o \$25 per undivided water right.
 o \$100 per split water right.
 o No fee is required for pending adjudication claims.
- ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
- ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: Heather A Hale Title, if applicable _____ Date May 17, 2024
 Signature of new owner/claimant
Heather A Hale
 Print name
- Signature: Greg W Hale Title, if applicable _____ Date May 17, 2024
 Signature of new owner/claimant
Greg W Hale
 Print name

For IDWR Office Use Only:

Received by KM Date 5.20.24 Receipt No. C118346 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 _____ Processed by _____ Date _____

QUITCLAIM DEED

For value received, David A Hoadley, Trustee of the Hoadley Family Trust, Grantor
U/T/A dated April 12, 2019

does hereby convey, release,
and forever quitclaim unto: Heather A Hale and Gregory W Hale, wife and husband Grantee
, 2nd Grantee

whose mailing address is: 15179 Horseshoe Dr. Caldwell, Idaho, 83607

All right, title, and interest in and to the following described real property:

SEE EXHIBIT "A"

HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

Date: 04/22/2024

By: Larry A. Neale
[Trustee's Signature]

Date: _____

By: _____
[2nd Trustee's Signature if Applicable]

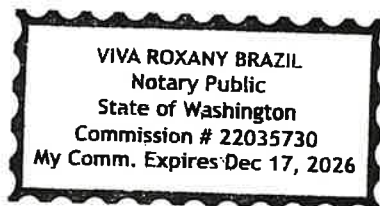
State of WASHINGTON)
)ss

County of WHITMAN

On this 22nd day of APRIL, in the year of 2024, before me VIVA ROXANY BRAZIL
(Notary Name)

a notary public, personally appeared DAVID HODADLEY ^(individual's name)
[individual's names(s)]

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 that he (she) (they) executed the same.



Notary Public
Residing at: PULLMAN, WA
My Commission Expires on 12/7/2026

A parcel of land in Government Lot 3, Section 3, Township 2 North, Range 4 West, Boise Meridian, described as follows:

COMMENCING at the NW corner of said Government Lot 3; thence South $89^{\circ}42'00''$ East, as distance of 70.00 feet to a point on the Easterly boundary of a county road known as Bruneau Highway; thence South $0^{\circ}18'00''$ West, along the Easterly boundary of said Bruneau Highway, a distance of 105.55 feet; thence South $32^{\circ}58'00''$ East, along the Easterly boundary of said Bruneau Highway, a distance of 371.70 feet to the TRUE POINT OF BEGINNING; thence North $50^{\circ}43'00''$ East a distance of 335.06 feet to a point on the westerly bank of Snake River; thence South $20^{\circ}33'00''$ East, along the Westerly bank of said Snake River a distance of 251.00 feet; thence South $49^{\circ}13'00''$ West, a distance of 321.05 feet to a point on the Easterly boundary of said Bruneau Highway; thence North $32^{\circ}58'00''$ West, along the Easterly boundary of said Bruneau Highway, a distance of 257.36 feet to the TRUE POINT OF BEGINNING.

Together with all water and ditch rights and rights of way for water and ditches.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Together with all improvements, easements, hereditaments, and appurtenances thereto, and all tenements, reversions, remainders, rights-of-way, and water rights in anywise appertaining to the property herein described.

Subject to taxes and assessments for the current year and all subsequent years, and to such rights, easements, liens, encumbrances, covenants, rights-of-way, reservations, restrictions, and zoning regulations as appear of record or based upon the premises, and to any state of facts an accurate survey or inspection of the premises would show.

**Certification of Trust
for the Grantor Trust
created under the Hoadley Family Trust Agreement**

David A. Hoadley and Heather A. Hale, the current Co-trustees of the Grantor Trust (the "Trust"), created under the Hoadley Family Trust Agreement dated April 12, 2019 (the "Trust Agreement"), does hereby certify the following:

1. The Trust exists and was created on April 12, 2019 under the Trust Agreement;
2. The Trust was created under the laws of the State of Idaho;
3. The Grantors of the Trust is Phyllis A. Hoadley;
4. We are the only currently acting Co-trustees of the Trust;
5. The tax identification number of the Trust is 84-6412360;
6. Attached hereto as Exhibit "A" are true and correct copies of excerpts from the Trust Agreement;
7. Pursuant to the provisions of Section A of Article XIV of the Trust Agreement, the trustee's powers include those authorized by the Uniform Trustee's Powers Act, being Chapter 1 of Title 68, Idaho Code;
8. The trust is irrevocable by the Grantor;
9. Any property transferred to the Trust should be titled as follows:

David A. Hoadley and Heather A. Hale, Co-Trustees of the Residence
Trust created under the Hoadley Family Trust Agreement dated April 12,
2019; and
10. As of the date of this Certification of Trust, the Trust has not been revoked or amended to make any representations contained in this Certification of Trust incorrect, and the signature(s) below are those of the only currently acting trustee(s).

IN WITNESS WHEREOF, I, David A. Hoadley, on this April 12, 2019, hereby affirm that the foregoing statements are true, accurate and complete to the best of my knowledge and belief.


David A. Hoadley, Co-Trustee

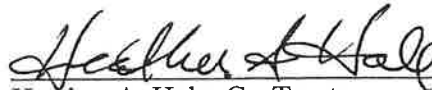
STATE OF IDAHO)
 : ss.
COUNTY OF ADA)

On this April 12, 2019, before me, a Notary Public for the State of Idaho, personally appeared David A. Hoadley, as Co-Trustee of the Residence Trust created under the Hoadley Family Trust Agreement dated April 12, 2019, known to me to be the person named in the foregoing, and acknowledged to me that he executed the same as his free act and deed, for the uses and purposes therein mentioned.

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


Notary Signature

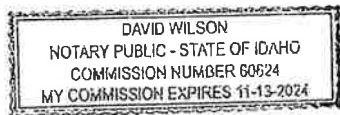
IN WITNESS WHEREOF, I, Heather A. Hale, on this April 12, 2019, hereby affirm that the foregoing statements are true, accurate and complete to the best of my knowledge and belief.


Heather A. Hale, Co-Trustee

STATE OF IDAHO)
 : ss.
COUNTY OF ADA)

On this April 12, 2019, before me, a Notary Public for the State of Idaho, personally appeared Heather A. Hale, as Co-Trustee of the Residence Trust created under the Hoadley Family Trust Agreement dated April 12, 2019, known to me to be the person named in the foregoing, and acknowledged to me that she executed the same as her free act and deed, for the uses and purposes therein mentioned.

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




Notary Signature

Exhibit "A"

Hoadley Family Trust Agreement

This Trust Agreement is made as of April 12, 2019, by and between Phyllis A. Hoadley ("Phyllis") as Grantor, and David A. Hoadley and Heather A. Hale, as Co-trustees (the "trustee").

I, as Grantor, hereby transfer to the trustee the property described in the attached Schedule A, which shall constitute the initial principal of the "Hoadley Family Trust" (hereinafter sometimes referred to as the "Trust").

ARTICLE I

FAMILY

I am not married. I have two children: David A. Hoadley, born May 13, 1964 ("David"), and Heather A. Hale, born December 21, 1965 ("Heather"). I have no other living children or deceased children who left surviving descendants.

ARTICLE II

INITIAL TRUSTS AND ALLOCATIONS

A. *Creation of Initial Trusts.* The trustee shall create two (2) separate trusts as follows:

1. *Residence Trust.* The trustee shall create the Residence Trust, to which I hereby transfer the property described in the attached Schedule "A." The Residence Trust shall be administered and disposed of as directed in the Article titled "Residence Trust."

2. *Grantor Trust.* The trustee shall create the Grantor Trust, to which I hereby transfer the property described in the attached Schedule "B." The Grantor Trust shall be administered and disposed of as directed in the Article titled "Grantor Trust."

B. *Trust Property.* A "transferor" (as hereinafter defined), with the consent of the trustee, may transfer property to any trust hereunder. The trustee may accept or reject such property as the trustee determines in the trustee's discretion and as hereinafter provided.

C. *Property Allocations.* Unless otherwise expressly provided in writing by the transferor, the trustee may allocate "residential property" (as hereinafter defined) that is received

rents, issues, profits, gains and appreciation in respect of such trust property paid or distributed to a beneficiary shall also be the separate property of such beneficiary.

G. *Powers of My Attorney-In-Fact.* All the rights and powers I have reserved under this Agreement may be exercised or released by my duly authorized attorney-in-fact under a power of attorney and shall not be exercised or released by any guardian, conservator or other person on my behalf unless such person was nominated or appointed in writing by me.

H. *Additional Instruments.* A copy of any instrument created pursuant to this Agreement shall be filed with the trust records.

I. *Substantial Decisions of the Trust.* Notwithstanding any provision of this Agreement but subject to the power of the Trust Protector to change the situs of the trust pursuant to the Section titled "Powers of Trust Protector" of the Article titled "Trust Protector, all "substantial decisions" (as defined in Treas. Reg. §301.7701-7(d)(1)(ii)) of the trust shall be made exclusively by "United States persons" (as defined in Section 7701(a)(30) of the Code) and no substantial decision of the trust shall require the consent, or be subject to the veto, of any person who is not a United States person. Any provision of this Agreement purporting to grant any person who is not a United States person the power to participate, by vote, veto or otherwise, in any substantial decision of the trust shall be void and of no effect.

ARTICLE XIV

POWERS, RIGHTS AND DUTIES OF TRUSTEES AND OTHER FIDUCIARIES

A. *General Trustee Powers.* All trustee powers now or hereafter conferred in this Agreement or by applicable law are exercisable by the trustee unless otherwise conferred upon the Trust Protector or otherwise limited or restricted herein. In addition to the powers now or hereafter conferred by applicable law, including but not limited to those powers which are set forth in the Uniform Trustee's Powers Act, being Chapter 1 of Title 68, Idaho Code, as now in effect and as it may hereafter be amended (such powers being incorporated herein by this reference), the trustee of each trust hereunder may:

1. make payments or distributions (including the satisfaction of any pecuniary legacy) of income or principal in kind or in money, or partly in each, in shares of differing composition, without regard to the income tax basis of specific property allocated to any beneficiary (including any trust);
2. hold, manage, insure, coinsure, reinsure, improve, repair, access and control all trust property, real or personal, including digital assets;
3. sell for cash or credit, or on installments, at public or private sale, grant options to purchase, and convey or exchange any and all of the trust property for such price,

including property of equivalent value (whether of like kind or similar use), and upon such terms, as the trustee determines;

4. lease or license the use of any tangible or intangible personal property at any time forming a part of the trust property upon such terms as the trustee determines;

5. borrow money from any source (including from such trustee or any other fiduciary hereunder), extend or renew any existing indebtedness; mortgage or pledge all or any part of the trust property; guarantee payment of any loan from any entity; and pledge or hypothecate all or any part of the trust property as collateral for any loan, indebtedness or guarantee;

6. release, assign, settle, compromise, contest, participate in mediation, agree to arbitrate and be bound thereby, extend the time for payment of, or abandon, claims or demands in favor of or against the trust property or any part thereof;

7. sell, convey, exchange, release, mortgage, encumber, lease, partition, improve, manage, protect and subdivide any real estate interests or parts thereof; dedicate roads or other portions of the property for public use, adjust boundary lines, vacate any subdivisions or parts thereto, grant options to purchase; lease such property, or any part thereof from time to time in possession or reversion, by leases to commence currently or in the future, and upon any terms and for any period or periods of time including a period beyond the term of the trust (including, if permissible under applicable law, beyond the term of the rule against perpetuities); renew or extend leases, amend, change or modify the terms and provisions of any lease, and consent to the assignment of leases, contract to make leases and grant options to lease and options to renew leases and options to purchase the whole or any part of any reversion; grant easements or charges of any kind; release, convey or assign any right, title or interest in or about an easement appurtenant to such property or any part thereof; construct and reconstruct, remodel, alter, repair, add to or take from buildings on such premises; purchase or hold real estate, improved or unimproved, or any reversion in real estate subject to lease; direct the trustee of any land trust of which the trust is a beneficiary to convey title to the real estate subject to such land trust, execute and deliver deeds, mortgages, notes, and any and all documents pertaining to the property subject to such land trust and in all matters regarding such trust and/or execute assignments of all or any part of the beneficial interest in such land trust;

8. abandon any trust property that the trustee deems to be worthless or not of sufficient value to warrant keeping or protecting; abstain from the payment of taxes, water, rents, assessments, repairs, maintenance and upkeep of any such property; permit any such property to be lost by tax sale or other proceedings, or convey any such property for nominal or no consideration; permit the expiration of any renewal, sale, exchange or purchase option with respect to any property or lease thereof;

9. invest in, purchase, retain or sell any type of property (regardless of whether a security is listed on any stock exchange or other public market, registered with any securities commissions or similar bodies or subject to contractual, legal or other restrictions, including "investment letter" restrictions), including (without limitation) common stock, other stocks, interests in any closely-held business, stock options or warrants, interests in limited liability companies, interests in any type of partnership (including but not limited to general partnerships, limited partnerships, limited liability partnerships, and limited liability limited partnerships), bonds, notes, debentures, mortgages, preferred stocks, puts or calls, voting trust certificates, options, derivative instruments, beneficial interests in land trusts, interests in common trust funds, mutual funds (including mutual funds managed or advised by a fiduciary hereunder), "open-end" or "closed-end" investment funds or trusts, hedge funds, private equity funds (of any type), real estate investment trusts, savings and loan or building and loan associations, commodities, commodity pools, commodity options, commodity partnerships, swaps, caps and collars and any and all derivations thereof, managed futures, managed stock accounts, foreign exchange, or other property or undivided interests in property, real or personal, foreign or domestic, tangible or intangible;

10. purchase securities on margin and engage in short sales, sales against the box and other investment strategies, whether covered or uncovered;

11. determine whether and to what extent receipts and expenditures should be allocated to or charged against income or principal; and except as may be otherwise provided herein, the trustee is not required to adhere to the provisions of the applicable Principal and Income Act (but in no event shall any such allocation fundamentally depart from state law); establish out of income and credit to principal reasonable reserves for the depreciation or depletion of tangible personal properties; amortize premiums paid on the purchase of securities or other property; provided, however, that any capital gain dividends from investments in mutual funds, common trust funds or real estate investment trusts shall be deemed to constitute principal;

12. employ and pay reasonable compensation to such agents, brokers, advisors, trustees, custodians, depositories, title holders, escrowees, accountants, attorneys, investment counsel, appraisers, insurers, administrative assistants and others (who may be the trustee in such other capacity or any firm or corporation with which the trustee is associated), and execute any general or limited direction or power of attorney for any such employment or agency relationship; and such expenses shall not be charged against the compensation of the trustee;

13. vote, or refrain from voting, any corporate stock, equity or any other ownership interest in any corporation or other entity, either in person or by general or limited proxy, for any purpose, including (without limitation), the election of any trustee or beneficiary as a director of any such entity; exercise or sell any conversion privilege, warrant, option or subscription right with respect to any security; consent to take any action in connection with, and receive and retain any securities resulting from, any reorganization, consolidation, merger, readjustment of the financial structure, sale, lease or other disposition of the assets of any

corporation or other entity, the securities of which may at any time form a part of the trust property; deposit any securities with or under the direction of a committee formed to protect such securities and consent to or participate in any action taken or recommended by such committee; pay all assessments, subscriptions and other sums of money that may seem expedient for the protection of the interest of the trust as the holder of such stocks, bonds or other securities; enter into an agreement making the trust liable for a pro rata share of the liabilities of any corporation or other entity that is being dissolved and in which stock or other ownership interest is held, when, in the opinion of the trustee, such action is necessary or otherwise advisable to the plan of liquidation and dissolution of any such corporation or other entity; join in and vote for participation in or modification or cancellation of any restrictive purchase or retirement agreement relating to any partnership interest, corporate stock or any other interest in any type of entity held as a part of the trust property; join in the formation, amendment, extension or cancellation of any voting trust, voting agreement or any type of shareholder agreement;

14. cause any securities or other trust property to be issued, held or registered in any trustee's individual name, or in the name of a nominee, with or without disclosure of any fiduciary capacity, or in a form such that title will pass by delivery;

15. deal in every way and without limitation or restriction with the personal representative, trustee, or other representatives of any trust or estate in which the beneficiary has any existing or future interest (even though the trustee may be acting in such other capacity), and such transactions may include, without limitation, the purchase or sale at fair market value, or the loan (for any period, but only upon adequate security and interest) of any part of the trust property from or to such other estate or trust;

16. open margin accounts, discretionary accounts or any other type of account with brokerage firms, banks or others, and invest the trust property in, and conduct, maintain and operate, these accounts for the purchase, sale and exchange of stocks, bonds and other securities, and in connection therewith, borrow money, obtain guarantees, and engage in all other activities necessary or incidental to conducting, maintaining and operating these accounts;

17. open and maintain one or more savings accounts or checking accounts and rent safe-deposit boxes or vaults, wherever located, within or without the United States, even if the bank or trust company at which the safe-deposit box or vault is located is acting as trustee of such trust; deposit to the credit of such account or accounts all or any part of the trust property, irrespective of whether such property may earn interest; add to or remove some or all of the items placed in any safe-deposit box or vault; withdraw a portion or all of such funds so deposited by check or other instrument signed by the trustee, or by such other person or persons as the trustee may authorize, and any such bank, company or association may allow such person or persons access to such safe-deposit box or vault and to pay such check or other instrument and also to receive the same for deposit to the credit of any holder thereof when so signed and properly endorsed, without inquiry of any kind; and access when so allowed, and payments when so made

by such bank, company or association, shall not be subject to objection by any person concerned or interested in any way in the trust;

18. register or qualify any securities under the Securities Act of 1933, as amended, or any similar or applicable federal law, and register or qualify any such securities under any state securities law; enter into such agreements with underwriters and the corporation that issued any such securities as the trustee deems proper; make such representations and warranties, assume such obligations, and engage in such undertakings of indemnity and make such other arrangements concerning undertakings of indemnity, including the purchase of any insurance policies, as the trustee deems proper; create escrows, enter into custody agreements, and execute powers of attorney and any other instruments delegating authority and discretion to others; and do any and all other acts and things that the trustee deems necessary or advisable for the purpose of the sale, exchange, transfer, or other disposition of any securities;

19. retain, sell (in a public or private sale), hypothecate or otherwise dispose of any paintings, drawings, prints, pictures, photographs, statues, porcelain, silver, books, furniture and furnishings, and other art objects, antiques or collectibles received by the trustee; pay any storage charges, insurance premiums and costs of maintenance and preservation in connection therewith; and lend any such art objects, antiques or collectibles to any beneficiary or any organization, or exhibit them for or without rent or other consideration, on such terms as the trustee deems advisable;

20. lend the principal or income of the trust property to the beneficiary thereof, with or without interest or security; and make loans to such other persons (other than me except as provided in the Article titled "Grantor Trust Provisions"), Business Entities, trusts or estates, upon such terms, with such rates of interest and with such security as the trustee deems adequate to protect the trust;

21. allocate different kinds or disproportionate shares of trust property or undivided interests in trust property among beneficiaries of separate trusts and determine the value thereof; except as otherwise provided herein, make joint investments with other trusts and hold such joint investments as a common fund for purposes of administration, dividing the net income therefrom in the same proportions as the respective interests of such trusts;

22. to the extent permitted by and subject to the conditions of applicable law, at any time and from time to time, and subject to revocation at any time, delegate any of the trustee's authorities, discretions and powers to any persons and/or entities, such delegation and all revocations thereof to be evidenced by a duly acknowledged instrument delivered to the persons or entities to whom the delegation is made and filed with the trust records;

23. purchase, maintain and sell insurance or endowment policies, annuities or variable annuities of any kind on the life of any person and exercise all the rights, options, benefits and other incidents of ownership with respect to such policies and annuities, and pay premiums

for the purchase or maintenance of any such policy or annuity out of trust property; take such action, including the commencement of legal proceedings, to collect those proceeds of any such policy or annuity; provided, however, that no issuer of such a policy or annuity shall have any obligation to inquire into the terms of this Agreement or to see to the application of the proceeds and the benefits of such a policy or annuity; and, provided, further, that a receipt duly executed by the trustee and delivered to any such issuer shall be effective to release the issuer from any liability in connection with such policy or annuity; provided, further, that the trustee shall have no duty to maximize the earnings of the trust property by borrowing the cash value of any life insurance policy; provided, further, that except as otherwise expressly provided in this Agreement, the income of the trust may not be used during my lifetime to pay premiums on policies of insurance on my life;

24. divide the trust property equally or unequally into two or more separate shares or trusts for any purpose, each of which shall be administered and disposed of as a separate trust having terms identical to those of the trust from which it is created, and allocate different kinds or proportionate or disproportionate shares of property or undivided interests in property between the shares or trusts;

25. retain, or invest all or any portion of the trust property in, one or more residences (and related furniture, furnishings and other articles of household use and ornament) and permit any person having any interest in such trust, and the guardian or the conservator of the person of such beneficiary or any adult designated by such guardian or conservator, and the family of such beneficiary, guardian, conservator or adult, to use such residences and furnishings forming part of such trust, upon such terms as the trustee deems advisable, whether rent-free or in consideration of the payment of taxes, insurance, maintenance and ordinary repairs, or otherwise; provided, further, that notwithstanding the provisions of this subsection, the trustee, in the trustee's discretion, may sell or otherwise dispose of any such residence and furnishings, and reinvest all or any part of the proceeds in other residences and furnishings;

26. manage and invest in solido any trust or trusts created by me which have identical terms and an identical beneficiary or beneficiaries;

27. invest trust property in, and sell or otherwise dispose of, remainder interests, income interests, life estates, annuity interests and other terminable, term or future interests or similar types of limited interests in property; and make joint purchases and sales of any property or interests therein with any entity or person. In connection with transactions described in this subsection, the trustee may, but need not, rely upon appraisals or representations of value as the trustee in the trustee's discretion may deem appropriate, including, without limitation, appraisals rendered by professional appraisers, actuaries, accountants or opinions of counsel;

28. acquire or lease assets for the benefit of or use by a beneficiary irrespective of any risk, nonproductiveness, or lack of diversification;

- 29. make or refrain from making any tax election;
- 30. add to or otherwise change the name of any trust for purposes of identification;
- 31. prior to or simultaneously with the completion of the funding of a trust (a "New Trust") to be created upon the termination of another trust hereunder, make distributions of income or principal from the terminating trust directly to or for the benefit of any beneficiary of the New Trust, as if the trustee were the trustee of such New Trust; and
- 32. make any payment, receive any money, take any action and make, execute, deliver and receive any contract, deed, instrument or document, that the trustee may deem necessary or advisable to exercise any of the trustee's powers or to carry out any provisions contained herein; and in addition to the powers enumerated hereinabove, do all other acts that in the judgment of the trustee are necessary or desirable for the proper administration of the trust.

B. *Absolute Discretion of Trustee.* I intend to give the trustee the broadest possible powers to act hereunder, including rights, powers and privileges that an absolute owner of such property would have, subject to the trustee's fiduciary obligations and the terms and limitations of this Agreement. Accordingly, subject to the foregoing, the trustee shall have sole and absolute discretion regarding the exercise of the trustee's powers (within the mandate of the powers given to the trustee), and such exercise shall be final and conclusive upon all persons interested in the trust.

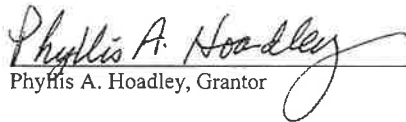
C. *Duty of Impartiality.* The trustee shall at all times administer the trust in a manner that is impartial with respect to the beneficiaries, consistent with the priorities and purposes of the trust and the nature and terms of the beneficiaries' interests.

D. *Conflict With Applicable Law.* To the extent permissible, if there is a conflict between applicable law and this Agreement, the terms of this Agreement shall control.

E. *Payments and Distributions to Certain Beneficiaries.*

1. *Facility of Payments.* The trustee, other than the trustee of a Supplemental Needs Trust, may apply payments and distributions of trust property for the use of a beneficiary, other than a Supplemental Needs Person, in any manner, without the intervention of a guardian or similar fiduciary, including (without limitation) directly to the beneficiary and by applying such amounts directly for the benefit of the beneficiary, and including, as to minor beneficiaries, payments to a custodian under an applicable Uniform Transfers to Minors Act or similar law in any jurisdiction, and payments to any guardian of the person of a minor beneficiary to help defray the costs of housing and other expenses incurred by such guardian for the direct or indirect benefit of the minor beneficiary. If no custodian for the beneficiary is then serving under an applicable

IN WITNESS WHEREOF, I have hereunto set my hand as of the date first set forth above.


Phyllis A. Hoadley, Grantor

STATE OF IDAHO)
 : ss.
COUNTY OF ADA)

On this April 12, 2019, before me, the undersigned, a Notary Public in the State of Idaho, personally appeared Phyllis A. Hoadley, known or identified to me to be the person whose name is subscribed in the instrument, and acknowledged to me that she executed the same.

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

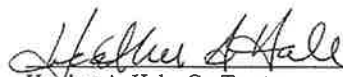
(SEAL) 


Notary Signature

The undersigned hereby accepts the trusteeship hereof of each trust hereunder as described herein, accepts the property listed in the attached Schedule A and agrees to hold and administer the trust property pursuant to the terms and provisions of this Agreement, all as of the date first set forth above.


David A. Hoadley, Co-Trustee

The undersigned hereby accepts the trusteeship hereof of each trust hereunder as described herein, accepts the property listed in the attached Schedule A and agrees to hold and administer the trust property pursuant to the terms and provisions of this Agreement, all as of the date first set forth above.


Heather A. Hale, Co-Trustee

**Schedule B
to the
Hoadley Family Trust Agreement**

Initial Principal of the Grantor Trust

Ten Dollars (\$10.00) Cash.

**Lots Three and Four in Section 7, Township 3 North, Range 4 West of the
Boise Meridian, Canyon County, Idaho**

RECEIVED

JUN 05 2024

Recording Requested By And
When Recorded Mail To:

David J. Wilson
Ahrens DeAngeli Law Group LLP
P.O. Box 9500
Boise, Idaho 83707-9500

DEPT. OF WATER RESOURCES

2019-030504

RECORDED

07/09/2019 12:17 PM



CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=2 LBERG \$15.00
DEED
AHRENS DEANGELI LAW GROUP

Grant Deed

Phyllis A. Hoadley, a single person, the "Grantor," for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, and convey to David A. Hoadley, Trustee of the Grantor Trust created under the Hoadley Family Trust, U/T/A dated April 12, 2019, the "Grantee," whose mailing address is P.O. Box 187, Albion, Washington 99102, the following described premises, located in the City of Wilder, County of Canyon, State of Idaho, more particularly described as follows:

Lots Three and Four in Section 7, Township 3 North, Range 4 West of the Boise Meridian, Canyon County, Idaho.

Together with all improvements, easements, hereditaments, and appurtenances thereto, and all tenements, reversions, remainders, rights-of-way and water rights in anywise appertaining to the property herein described.

SUBJECT TO taxes and assessments for the year 2019 and all subsequent years, and to such rights, easements, liens, encumbrances, covenants, rights-of-way, reservations, restrictions, and zoning regulations as appear of record or based upon the premises, and to any state of facts an accurate survey or inspection of the premises would show.

The Grantor executes this instrument solely in its fiduciary capacity. Any further recourse hereunder is to be only against the aforementioned trust.

IN WITNESS WHEREOF, the Grantors have executed this instrument on this July 5, 2019.

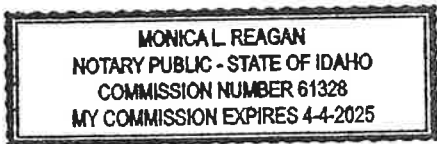
Phyllis A. Hoadley
Phyllis A. Hoadley

"Grantor"

STATE OF IDAHO)
 : ss.
COUNTY OF ADA)

On this 5th of July, 2019, before me, a Notary Public for the State of Idaho, personally appeared Phyllis A. Hoadley, known to be the person named in the foregoing, and acknowledged to me that he/she executed the same as his/her free act and deed, for the uses and purposes therein mentioned.

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



Monica Reagan
Notary Signature

E 2nd St S

Riverview Dr

E 3rd St S

Riverview Dr

S Bruneau Hwy

4th St S

4th St S

Place of intersection + point





IDAHO DEPARTMENT OF
WATER RESOURCES

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

Governor Brad Little

Director Mathew Weaver

June 06, 2024

HEATHER A HALE & Gregory W Hale
PO BOX 95
MARSING ID 83639-0095

Re: Change in Water Right Ownership: 57-7282

Dear Water Right Holder(s):

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

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

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

If you have any questions concerning the enclosed information, please contact me at (208)287-4920.

Sincerely,

Catalina Beck

Catalina Beck
Technical Records Specialist 1

Enclosure(s)



IDAHO DEPARTMENT OF
WATER RESOURCES

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

Governor Brad Little

Director Mathew Weaver

May 23, 2024

HEATHER A HALE
GREGORY W HALE
PO BOX 95
MARSING ID 83639-0095

RE: Change in Ownership for Water Right No(s): **57-7282**

Dear Interested Parties:

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

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

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

Phyllis A Hoadley & David C Hoadley are the current owners of water right 57-7282. The Quitclaim Deed we received with your Notice shows the conveyance of property/water rights from The Hoadley Family Trust to you. If you are submitting a quitclaim deed and the grantor's name does not match the water right holder of record, you will need to provide a chain of title that goes back to the water right holder/claimant of record. The Department will need further documentation showing the conveyance of property/water rights from Phyllis A Hoadley & David C Hoadley to the Hoadley Family Trust to complete the chain of title for water right 57-7282.

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

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

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

Sincerely,

Debra Mansfield
Technical Records Specialist 1

Enclosure(s)