

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED ✓

JAN 07 2025

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

DEPT. OF WATER RESOURCES
SOUTHERN REGION

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?
37-4343	Yes ☐	Yes ☐		Yes ☐	Yes ☐
37-4359	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Pat and Vickie Bennett
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Bennett Family Irr Trust
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- 935 East Ridge Drive Hailey ID 83333
Mailing address City State Zip
- (208) 316-6555 jenniriley12@gmail.com
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
NA ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
NA ☐ 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: November 4, 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):
 - ☐ \$25 per *undivided* water right.
 - ☐ \$100 per *split* water right.
 - ☐ No fee is required for pending adjudication claims.
 - NA ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
 - NA ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: [Signature] Trustee 12/30/24
Signature of new owner/claimant Title, if applicable Date
- Print name
- SUPPORT DATA**
IN FILE # 37-4343
- Signature: _____
Signature of new owner/claimant Title, if applicable Date
- Print name

For IDWR Office Use Only:

Received by 56 Date 1-7-2025 Receipt No. 5040464 Receipt Amt. \$50 -

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 TW Date 2/20/2025

STATE OF IDAHO
CERTIFICATION OF VITAL RECORD

STATE OF IDAHO
IDAHO DEPARTMENT OF HEALTH AND WELFARE
BUREAU OF VITAL RECORDS AND HEALTH STATISTICS
CERTIFICATE OF DEATH

Date Filed JULY 25, 2023

State File No. 2023-08926

DECEDENT - LEGAL NAME VICKIE LEE BENNETT			
SEX FEMALE	SOCIAL SECURITY NUMBER	AGE 66 YEARS	DATE OF BIRTH AUGUST 18, 1956
BIRTHPLACE GANNETT, IDAHO		PLACE OF RESIDENCE MOUNTAIN HOME, IDAHO	
MARITAL STATUS AT TIME OF DEATH MARRIED		NAME OF SURVIVING SPOUSE (if wife, maiden name) PAT BENNETT	WAS DECEDENT EVER IN U.S. ARMED FORCES? NO
FATHER - NAME CLIFFORD KIMBROUGH			BIRTHPLACE IDAHO
MOTHER - MAIDEN NAME DELLA MARIE WINGARD			BIRTHPLACE IDAHO
METHOD OF DISPOSITION BURIAL		FUNERAL SERVICE LICENSEE DWAIN M. DEMARAY	
NAME AND ADDRESS OF FUNERAL FACILITY DEMARAY FUNERAL SERVICE, GOODING, IDAHO			
DATE OF DEATH JULY 19, 2023	TIME OF DEATH 9:30 P.M.	CITY, TOWN OR LOCATION OF DEATH MOUNTAIN HOME, IDAHO	COUNTY OF DEATH ELMORE
CAUSE OF DEATH (underlying cause last) a. RESPIRATORY FAILURE			Approximate Interval Between Onset and Death 20 MINUTES
DUE TO (or as a consequence of): b. LUNG CANCER - NON-SMALL CELL			14 YEARS
DUE TO (or as a consequence of): c.			
DUE TO (or as a consequence of): d.			
OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH but not resulting in the underlying cause given above NONE STATED			WAS AN AUTOPSY PERFORMED? NO
MANNER OF DEATH NATURAL		NAME OF CERTIFIER LAIRA L. THOMAS, N.P.	TITLE A.P.R.N.
CORONER SUBSEQUENT CERTIFICATION IF NECESSARY			
EXTERNAL CAUSES ONLY			
DATE OF INJURY	TIME OF INJURY	PLACE OF INJURY	INJURY AT WORK
LOCATION WHERE INJURY OCCURRED			
DESCRIPTION OF HOW INJURY OCCURRED			

This is a true and correct reproduction of the document officially registered and placed
on file with the IDAHO BUREAU OF VITAL RECORDS AND HEALTH STATISTICS.

DATE ISSUED: JULY 26, 2023

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

Rev. 07/28/20

JAMES B. AYDELOTTE
STATE REGISTRAR

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

STATE OF IDAHO

CERTIFICATION OF VITAL RECORD

STATE OF IDAHO

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

DATE FILED BY STATE REGISTRAR:

11/14/2024

State of Idaho CERTIFICATE OF DEATH

STATE FILE NO. 2024-14154

ONLY A COPY OF THIS DOCUMENT CERTIFIED BY THE STATE REGISTRAR WITH THE DEPARTMENT OF HEALTH AND WELFARE
RANDED SHALL BE USED AS PROOF OF EVIDENCE OF THE DEATH UNDER I.R.S. 2040 AND I.R.S. 213. EXEMPT CODE

Local Reg. No.

DECEDENT	1. DECEDENT'S LEGAL NAME (Include AKA's if any) (First, Middle, Last, Suffix) PAT JAMES BENNETT		2. SEX MALE		3. SOCIAL SECURITY NUMBER	
	4a. AGE-Last Birthday 70		4b. UNDER 1 YEAR Months Days Hours Minutes 05/13/1954		5. DATE OF BIRTH (Mo/Day/Yr)	
TYPE OR FIRST PERMANENT BLACK INK DO NOT USE FELT TIP PEN	6. BIRTHPLACE (City and State, Territory, or Foreign Country) JEROME, IDAHO		7. BIRTHPLACE (City and State, Territory, or Foreign Country)			
	7a. RESIDENCE - STATE OR FOREIGN COUNTRY IDAHO		7b. COUNTY ELMORE		7c. CITY OR TOWN MOUNTAIN HOME	
FOR INSTRUCTIONS SEE HANDBOOKS	7d. STREET AND NUMBER 7758 EAST PATS LANE		7e. APT. NO. 83647		7f. ZIP CODE 83647	
	8. MARITAL STATUS AT TIME OF DEATH ☒ Married ☐ Married, but separated ☐ Widowed ☐ Divorced ☐ Never married ☐ Unknown		9. SURVIVING SPOUSE'S NAME (If wife, give maiden name)			
PARENTS	10. EVER IN U.S. ARMED FORCES? ☐ Yes ☒ No		11a. FATHER'S NAME (First, Middle, Last, Suffix) ELMER THOMAS BENNETT		11b. BIRTHPLACE (State, Territory, or Foreign Country) CALIFORNIA	
	12a. MOTHER'S MAIDEN NAME (First, Middle, Last, Suffix) EMMA MARIE MALCOLMSON		12b. BIRTHPLACE (State, Territory, or Foreign Country) IDAHO		12c. MAILING ADDRESS (Street and Number, City, State, Zip Code) 935 EASTRIDGE DRIVE, HAILEY, ID, 83333	
INFORMANT	13a. INFORMANT'S NAME (Type or print) JENNI RILEY		13b. RELATIONSHIP TO DECEDENT DAUGHTER		13c. MAILING ADDRESS (Street and Number, City, State, Zip Code)	
DISPOSITION	14. METHOD OF DISPOSITION ☐ Burial ☐ Cremation ☐ Donation ☐ Entombment ☐ Removal from Idaho ☐ Other (Specify)		15. PLACE OF DISPOSITION (Name and address of cemetery, crematory, other place) HILL CITY CEMETERY 43 SOUTHWEST HILL CITY ID 83337		16. NAME AND COMPLETE ADDRESS OF FUNERAL FACILITY DEMAREY FUNERAL SERVICE 737 MAIN STREET GOODING IDAHO 83330	
	17a. SIGNATURE OF FUNERAL SERVICE LICENSER OR PERSON ACTING AS SUCH ELECTRONICALLY FILED: DWAIN M. DEMAREY		17b. LICENSE NUMBER (Of licenser) M0725		18. WAS CORONER CONTACTED DUE TO CAUSE OF DEATH? ☒ Yes ☐ No	
PLACE OF DEATH	19. IF DEATH OCCURRED IN A HOSPITAL: ☐ Inpatient ☐ Outpatient ☐ DCA ☐ Hospice facility ☐ Nursing home/Long term care facility ☐ Decedent's home ☐ Other (Specify)					
DATE OF DEATH	20. FACILITY NAME (If not facility, give street and number) 7758 EAST PATS LANE		21. CITY, TOWN, OR LOCATION OF DEATH, AND ZIP CODE MOUNTAIN HOME, IDAHO, 83647		22. COUNTY OF DEATH ELMORE	
	23. DATE OF DEATH (Mo/Day/Yr) (Spell month) November 4, 2024		24. TIME OF DEATH (24hr) Est: 00:01 - 03:00		25. DATE PRONOUNCED DEAD (Mo/Day/Yr) (Spell month) November 4, 2024	
CAUSE OF DEATH	26. TIME OF DEATH (24hr) 11:40		27. CAUSE OF DEATH			
	28. IMMEDIATE CAUSE (Final disease or condition resulting in death) RESPIRATORY ARREST		29. DUE TO (or as a consequence of) CARDIAC ARREST		30. DUE TO (or as a consequence of) NATURAL CAUSES	
ITEMS 32-36 TO BE USED FOR EXTERNAL CAUSES ONLY (CORONER)	31. PART I. Enter the chain of events - diseases, injuries, or complications - that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. Enter only one cause on a line. RESPIRATORY ARREST		32. APPROXIMATE TIME INTERVAL ONSET TO DEATH 15 MIN		33. APPROXIMATE TIME INTERVAL ONSET TO DEATH 15 MIN	
	34. PART II. Enter other significant conditions contributing to death but not resulting in the underlying cause given in Part I. CARDIAC ARREST		35. WAS AN AUTOPSY PERFORMED? ☐ Yes ☒ No ☐ Unknown		36. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH? ☐ Yes ☒ No ☐ Unknown	
CERTIFIER	37. DID TOBACCO USE CONTRIBUTE TO DEATH? ☐ Yes ☐ Probably ☒ No ☐ Unknown		38. IF FEMALE (Aged 15-44): ☐ Not pregnant within past year ☐ Pregnant at time of death ☐ Not pregnant, but pregnant within 43 days to 1 year before death ☐ Unknown if pregnant within the past year		39. MANNER OF DEATH ☒ Natural ☐ Homicide ☐ Accident ☐ Suicide ☐ Could not be determined	
	40. DATE OF INJURY (Mo/Day/Yr) (Spell month) November 4, 2024		41. TIME OF INJURY (24hr) Est: 00:01 - 03:00		42. PLACE OF INJURY (Decedent's home, farm, street, construction site, nursing home, restaurant, forest, etc.) 7758 EAST PATS LANE	
REGISTRAR	43. LOCATION OF INJURY: State _____ City / Town or County _____ Zip Code _____ Street and Number or Location _____ Apartment Number _____		44. DESCRIBE HOW INJURY OCCURRED. IF TRANSPORTATION INJURY, STATE THE TYPE(S) OF VEHICLE(S) INVOLVED (Automobile, pickup, motorcycle, ATV, bicycle, etc.) SPECIFY WHICH VEHICLE DECEDENT OCCUPIED, if applicable.			
	45. TRANSPORTATION INJURY ONLY ☐ Pedestrian ☐ Other (Specify)		46. WAS DECEDENT: ☐ Driver/Operator ☐ Passenger ☐ What safety device(s) did decedent use/employ? ☐ Seat belt ☐ Child safety seat ☐ Helmet ☐ Air bag ☐ None ☐ Unknown		47. SIGNATURE OF CERTIFIER LAIRA L. THOMAS	
REGISTRAR	48. CERTIFIER (Check only one, based on official capacity for this certificate) ☐ PHYSICIAN ☐ PHYSICIAN ASSISTANT ☐ ADVANCED PRACTICE REGISTERED NURSE ☐ CORONER * To the best of my knowledge, death occurred at the time, date, and place, and due to the natural cause(s)/manner stated. * On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) and manner stated.		49. LICENSE NUMBER NP-0327		50. DATE SIGNED 11 / 13 / 2024	
	51. NAME, ADDRESS, AND ZIP CODE OF CERTIFIER (Type or print) LAIRA L. THOMAS, 1450 AVIATION DRIVE, HAILEY, ID 83333		52. REGISTRAR'S SIGNATURE JAMES B. GILLOTTE		53. DATE SIGNED 11 / 13 / 2024	

This is a true and correct reproduction of the document officially registered and placed on file with the IDAHO BUREAU OF VITAL RECORDS AND HEALTH STATISTICS.

NOVEMBER 14, 2024

DATE ISSUED:

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

Rev. 07/28/20

JAMES B. AYDELOTTE
STATE REGISTRAR

(ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE)

WHEN RECORDED RETURN TO:
Madsen Beck PLLC
P.O. Box 140598
Boise, ID 83714

Instrument # 0000489725
ELMORE COUNTY, ID
09:37:08 AM Apr 15, 2021
For MADSEN BECK PLLC
No. of Pages: 2 Fee: \$15.00
SHELLEY ESSL, Recorder
JK, Deputy
Electronically Recorded by Simplifile

SPACE ABOVE THIS LINE FOR RECORDING DATA

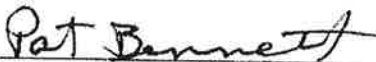
Quitclaim Deed

FOR VALUE RECEIVED, Grantors, Pat Bennett and Vickie Bennett, husband and wife as community property with right of survivorship, for good and valuable consideration, receipt whereof is hereby acknowledged, do hereby convey, remise, release, and forever quitclaim unto Pat J. Bennett and Vickie L. Bennett, as Trustees of The Bennett Family Revocable Trust, dated April 3, 2021, and any amendments thereto, whose current address is HC 113, Hill City, Idaho 83337, as Grantee, and to Grantee's heirs and assigns forever, all of Grantors' interest in and to all of the following described real property:

Township 2 South, Range 11 East, Boise Meridian, Elmore County, Idaho
Section 10: SE1/4

TOGETHER with all tenements, hereditaments, and appurtenances thereto belonging. In construing this deed, and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, Grantors have hereunto subscribed their names to this instrument this 3rd day of April, 2021.


Pat Bennett


Vickie Bennett

COPY

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 3rd day of April, 2021, before me the undersigned, a Notary Public, personally appeared Pat Bennett and Vickie Bennett, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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



Kaleena Beck

Notary Public for Idaho

Residing at: Meridian, ID

My commission expires: 10/06/2022

Instrument # 0000489724
ELMORE COUNTY, ID
09:37:04 AM Apr 15, 2021
For MADSEN BECK PLLC
No. of Pages: 2 Fee: \$15.00
SHELLEY ESSL, Recorder
JK, Deputy
Electronically Recorded by Simplifile

WHEN RECORDED RETURN TO:
Madsen Beck PLLC
P.O. Box 140598
Boise, ID 83714

SPACE ABOVE THIS LINE FOR RECORDING DATA

Quitclaim Deed

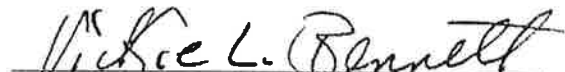
FOR VALUE RECEIVED, Grantors, Pat J. Bennett and Vickie L. Bennett, husband and wife, for good and valuable consideration, receipt whereof is hereby acknowledged, do hereby convey, remise, release, and forever quitclaim unto Pat J. Bennett and Vickie L. Bennett, as Trustees of The Bennett Family Revocable Trust, dated April 3, 2021, and any amendments thereto, whose current address is HC 113, Hill City, Idaho 83337, as Grantee, and to Grantee's heirs and assigns forever, all of Grantors' interest in and to all of the following described real property:

NW4 W2NE4 SEC 33 T1S R11E

TOGETHER with all tenements, hereditaments, and appurtenances thereto belonging. In construing this deed, and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, Grantors have hereunto subscribed their names to this instrument this 3rd day of April, 2021.


Pat J. Bennett

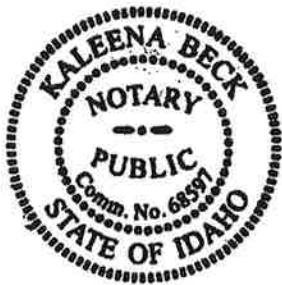

Vickie L. Bennett

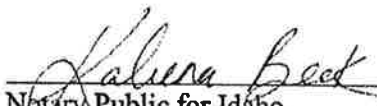
COPY

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 3rd day of April, 2021, before me the undersigned, a Notary Public, personally appeared Pat Bennett and Vickie Bennett, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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





Notary Public for Idaho
Residing at: Meridian, ID
My commission expires: 10/06/2022

WHEN RECORDED RETURN TO:
Madsen Beck PLLC
P.O. Box 140598
Boise, ID 83714

Instrument # 0000489723
ELMORE COUNTY, ID
09:37:00 AM Apr 15, 2021
For MADSEN BECK PLLC
No. of Pages: 2 Fee: \$15.00
SHELLEY ESSL, Recorder
JK, Deputy
Electronically Recorded by Simplifile

SPACE ABOVE THIS LINE FOR RECORDING DATA

Quitclaim Deed

FOR VALUE RECEIVED, Grantors, Pat J. Bennett and Vickie L. Bennett, husband and wife, for good and valuable consideration, receipt whereof is hereby acknowledged, do hereby convey, remise, release, and forever quitclaim unto Pat J. Bennett and Vickie L. Bennett, as Trustees of The Bennett Family Revocable Trust, dated April 3, 2021, and any amendments thereto, whose current address is HC 113, Hill City, Idaho 83337, as Grantee, and to Grantee's heirs and assigns forever, all of Grantors' interest in and to all of the following described real property:

A parcel of land in the NE1/4 SW1/4 Section 28, Township 1 South, Range 11 East, Boise Meridian, described as follows:

Beginning at the SW corner of the NE1/4 SW1/4, Township 1 South, Range 11 East, Boise Meridian, the true point of beginning; thence,

North along the West boundary of the NE1/4 SW1/4 a distance of 400 feet to a point; thence,

East and parallel with the South boundary of the NE1/4 SW1/4, a distance of 500 feet to a point; thence

South and parallel with the West boundary of the NE1/4 SW1/4, a distance of 400 feet to a point on the South boundary of the NE1/4 SW1/4; thence,

West along the South boundary of the NE1/4 SW1/4, a distance of 500 feet to the point of beginning, INCLUDING the right of ingress and egress over and across the NE1/4 SW1/4 and NW1/4 SW1/4 said Section 28, Township 1 South, Range 11 East, Boise Meridian.

TOGETHER with all tenements, hereditaments, and appurtenances thereto belonging. In construing this deed, and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

COPY

IN WITNESS WHEREOF, Grantors have hereunto subscribed their names to this instrument this 3rd day of April, 2021.

Pat J. Bennett
Pat J. Bennett

Vickie L. Bennett
Vickie L. Bennett

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 3rd day of April, 2021, before me the undersigned, a Notary Public, personally appeared Pat Bennett and Vickie Bennett, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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



Kaleena Beck
Notary Public for Idaho
Residing at: Meridian, ID
My commission expires: 10/06/2022

WHEN RECORDED RETURN TO:
Madsen Beck PLLC
P.O. Box 140598
Boise, ID 83714

Instrument # 0000489722
ELMORE COUNTY, ID
09:36:56 AM Apr 15, 2021
For MADSEN BECK PLLC
No. of Pages: 3 Fee: \$15.00
SHELLEY ESSL, Recorder
JK, Deputy
Electronically Recorded by Simplifile

SPACE ABOVE THIS LINE FOR RECORDING DATA

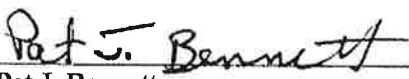
Quitclaim Deed

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See Exhibit A attached hereto and made a part hereof.

TOGETHER with all tenements, hereditaments, and appurtenances thereto belonging. In construing this deed, and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, Grantors have hereunto subscribed their names to this instrument this 3rd day of April, 2021.


Pat J. Bennett

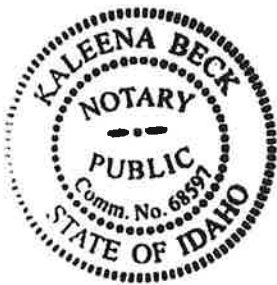

Vickie L. Bennett

COPY

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 3rd day of April, 2021, before me the undersigned, a Notary Public, personally appeared Pat Bennett and Vickie Bennett, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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



Kaleena Beck
Notary Public for Idaho
Residing at: Meridian, ID
My commission expires: 10/06/2022

EXHIBIT A

Pt SW1/4NE1/4, Pt N1/2NW1/4, Pt S1/2NW1/4, W1/2SE1/4, SW1/4 Section 28, Township 1 South, Range 11 East, Boise Meridian, Elmore County, Idaho

SAVE And EXCEPT:

A parcel of land in the NE1/4 SW1/4 Section 28, Township 1 South, Range 11 East, Boise Meridian, described as follows:

Beginning at the SW corner of the NE1/4 SW1/4, Township 1 South, Range 11 East, Boise Meridian, the true point of beginning; thence,

North along the West boundary of the NE1/4 SW1/4 a distance of 400 feet to a point; thence,

East and parallel with the South boundary of the NE1/4 SW1/4, a distance of 500 feet to a point; thence

South and parallel with the West boundary of the NE1/4 SW1/4, a distance of 400 feet to a point on the South boundary of the NE1/4 SW1/4; thence,

West along the South boundary of the NE1/4 SW1/4, a distance of 500 feet to the point of beginning. INCLUDING the right of ingress and egress over and across the NE1/4 SW1/4 and NW1/4 SE1/4 said Section 28, Township 1 South, Range 11 East, Boise Meridian.

And

E1/2NE1/4 Section 32, Township 1 South, Range 11 East, Boise Meridian, Elmore County, Idaho

And

A parcel of land in the NE1/4 SW1/4 Section 28, Township 1 South, Range 11 East, Boise Meridian, described as follows:

Beginning at the SW corner of the NE1/4 SW1/4, Township 1 South, Range 11 East, Boise Meridian, the true point of beginning; thence,

North along the West boundary of the NE1/4 SW1/4 a distance of 400 feet to a point; thence,

East and parallel with the South boundary of the NE1/4 SW1/4, a distance of 500 feet to a point; thence

South and parallel with the West boundary of the NE1/4 SW1/4, a distance 400 feet to a point on the South boundary of the NE1/4 SW1/4; thence,

West along the South boundary of the NE1/4 SW1/4, a distance of 500 feet to the point of beginning, INCLUDING the right of ingress and egress over and across the NE1/4 SW1/4 and NW1/4 SE1/4 said Section 28, Township 1 South, Range 11 East, Boise Meridian.

WHEN RECORDED RETURN TO:
Madsen Beck PLLC
P.O. Box 140598
Boise, ID 83714

Instrument # 0000492526
ELMORE COUNTY, ID
02:12:06 PM Jul 27, 2021
For MADSEN BECK PLLC
No. of Pages: 2 Fee: \$15.00
SHELLEY ESSL, Recorder
JK, Deputy
Electronically Recorded by Simplifile

SPACE ABOVE THIS LINE FOR RECORDING DATA

Quitclaim Deed

FOR VALUE RECEIVED, Grantors, Pat J. Bennett and Vickie L. Bennett, husband and wife, for good and valuable consideration, receipt whereof is hereby acknowledged, do hereby convey, remise, release, and forever quitclaim unto Pat J. Bennett and Vickie L. Bennett, as Trustees of The Bennett Family Revocable Trust, dated April 3, 2021, and any amendments thereto, whose current address is HC 113, Hill City, Idaho 83337, as Grantee, and to Grantee's heirs and assigns forever, all of Grantors' interest in and to all of the following described real property:

E1/2NE1/4 Section 32, Township 1 South, Range 11 East, Boise Meridian, Elmore County, Idaho

TOGETHER with all tenements, hereditaments, and appurtenances thereto belonging. In construing this deed, and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, Grantors have hereunto subscribed their names to this instrument this 7 day of July, 2021.

Pat J. Bennett

Pat J. Bennett

Vickie L. Bennett

Vickie L. Bennett

COPY

STATE OF IDAHO)
Camas) ss.
COUNTY OF ADA)

On this 7th day of July, 2021, before me the undersigned, a Notary Public, personally appeared Pat J. Bennett and Vickie L. Bennett, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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



Katherine Rablin
Notary Public for Idaho
Residing at: Fairfield
My commission expires: 8-30-2024

THE BENNETT FAMILY REVOCABLE TRUST

DATED: April 3, 2021

THE BENNETT FAMILY REVOCABLE TRUST

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THE BENNETT FAMILY REVOCABLE TRUST

This Trust Agreement is entered into by and between **Pat J. Bennett** ("Pat") and **Vickie L. Bennett** ("Vickie") (collectively, the "Trustors") and **Pat J. Bennett** ("Pat") and **Vickie L. Bennett** ("Vickie") (collectively, the "Trustees"), in Boise, Ada County, Idaho, on this 3rd day of April, 2021.

ARTICLE 1. FAMILY

1.1 Family. Trustors have four living children. Jenni L. Riley, Jandi L. Swainston, Maggi Jo Bomalaski, and Chelsi Angela Bennett.

Except as provided below, as used in this Trust Agreement, all references to the Trustors' "children" shall include all children hereafter born to or adopted by the Trustors. The term "Trustors' descendants" refers to the Trustors' children and their lineal and legally adopted descendants.

1.2 Singular and Plural. All references to "Trustor" and "Trustee" shall include Trustors and Trustees, respectively whenever two or more Trustors and Trustees are serving.

ARTICLE 2. THE TRUST ESTATE

The Trustee acknowledges receipt of the property described on Schedule A, and such property, together with any other property hereafter transferred to the Trustee and accepted by the Trustee, shall constitute the "trust estate" and shall be administered by the Trustee as provided in this instrument. All community property transferred to the Trustee shall retain its character as community property while both Trustors are living. The Trustee shall maintain the separate identity of the community and separate property, which property may be held in undivided interests and need not be physically segregated. Separate records shall be maintained for community and separate property.

ARTICLE 3. DURING TRUSTORS' LIFETIMES: REVOCATION, MODIFICATION, AND WITHDRAWAL OF PROPERTY

3.1 Reservation of Rights While Both Trustors Are Living.

3.1.1 Reservation of Rights as to Community Property. With respect to community property, while both Trustors are living and not incapacitated, they shall have the right acting jointly:

- (a) to revoke this instrument in its entirety,
- (b) to partially revoke or modify this instrument,
- (c) to withdraw from the operation of the trust any part of the property of the trust estate, and
- (d) to transfer to the Trustee additional property acceptable to the Trustee for administration as a part of the trust estate.

3.1.2 Reservation of Rights as to Separate Property. Each Trustor reserves the same rights as those described in Article 3.1.1 with respect to his or her separate property, if any. Each Trustor shall act as sole Trustee over any of that Trustor's separate property transferred to

the Trustee. If separate property belonging to Pat is added to the trust, it shall be kept segregated and referred to as the **Pat J. Bennett Separate Property Share of The Bennett Family Revocable Trust** and identified on Schedule B attached hereto. If separate property belonging to Vickie is added to the trust, it shall be kept segregated and referred to as the **Vickie L. Bennett Separate Property Share of The Bennett Family Revocable Trust** and identified on Schedule C attached hereto.

3.2 Exercise of Rights; Effectiveness. Each right granted under Article 3.1 shall be exercisable by a writing (other than a Will) executed by the Trustors or Trustor exercising such right ("such writing"). Any revocation, modification, or withdrawal of property exercisable by one or both of the Trustors shall be valid and fully effective whenever the Trustee shall receive such writing from the Trustors or Trustor exercising such right, except that the powers and duties of the Trustee shall not be changed without the Trustee's written consent. In the case of revocation or withdrawal of property, the Trustee shall have a reasonable time to transfer or deliver the property.

3.3 Rights Personal to Trustors. The rights reserved to each Trustor are personal to each Trustor; provided, the rights reserved to a Trustor may be exercised (a) by that Trustor's attorney-in-fact to the extent provided in a Durable Power of Attorney executed by that Trustor, or (b) by a guardian of that Trustor's estate to the extent provided by a court order.

ARTICLE 4. DISTRIBUTIONS DURING TRUSTORS' LIFETIMES

4.1 As Directed by Trustors. While both Trustors are living and not incapacitated, the Trustee shall make such distributions of income and principal to, or for the benefit of, the Trustors (a) as either Trustor (acting on behalf of the marital community) or both Trustors shall direct from community property, and (b) as each Trustor shall direct from his or her separate property, if any.

If either Trustor is incapacitated, the Trustee may either continue or discontinue any distribution previously directed by the incapacitated Trustor.

4.2 In Trustee's Discretion; Upon Incapacity of a Trustor. At any time, the Trustee thinks it is in the best interest of the Trustors, or in the event of the incapacity of either Trustor, the Trustee may distribute to, or for the benefit of, the Trustors so much of the net income and principal of the trust, up to the whole thereof, as the Trustee determines is required to provide for the health, support and maintenance of the Trustors.

ARTICLE 5. ALLOCATION AND DISTRIBUTION UPON DEATH OF FIRST TRUSTOR TO DIE; TAXES AND EXPENSES RELATING TO DECEASED TRUSTOR'S ESTATE

Upon the death of the first Trustor to die, the Trustee shall allocate and distribute all remaining property of the trust estate as described below in this Article 5. The trust estate to be allocated and distributed shall include, in addition to the trust estate existing at the date of the deceased Trustor's death, all property payable to or accruing to the trust estate as a result of the deceased Trustor's death, whether by Will, provisions of another trust, designation as the beneficiary of an insurance policy, or otherwise. For purposes of allocation, the trust estate shall be considered as undiminished by estate, inheritance and other taxes imposed by reason of the death of the first Trustor to die.

5.1 Deceased Trustor's Interest in Trust Estate. The Trustee shall distribute and allocate the deceased Trustor's interest in the trust estate as set forth in this Article 5.1.

5.1.1 Tangible Personal Property. The Trustee shall distribute outright to the surviving Trustor all the deceased Trustor's interest in tangible personal property that is not disposed of by a list under the provisions of the deceased Trustor's Will.

5.1.2 Trust Agreement Irrevocable as to Deceased Trustor's Interest. Upon the death of the first Trustor to die, this Trust Agreement shall become irrevocable as to the disposition of the deceased Trustor's interest in the trust estate.

5.2 Allocation of Surviving Trustor's Interest in Trust Estate. The Trustee shall allocate the surviving Trustor's interest in the trust estate to the surviving Trustor, or to the Survivor's Trust, Article 6, if the surviving Trustor so directs.

5.3 Taxes and Expenses in the Deceased Trustor's Estate. The Trustee shall pay, or otherwise provide for, from the principal of the trust estate and without apportionment among the beneficiaries,

(a) such portion of the estate, inheritance and other taxes imposed by reason of the deceased Trustor's death ("estate taxes"), and

(b) such portion of the deceased Trustor's expenses of last illness, funeral and burial, and expenses of administration (including attorneys' fees and personal representative's fees) relating to the deceased Trustor's estate as the Trustee determines advisable after consultation with the personal representative, if any, of the deceased Trustor's estate. Any interest or penalties attributable to estate taxes and paid by the Trustee may be charged, in the Trustee's discretion, to either income or principal of the trust estate or part to each.

However, no generation-skipping transfer taxes shall be paid out of the property of the trust estate, and any taxes payable by reason of a disclaimer shall be paid from the disclaimed property.

ARTICLE 6. SURVIVOR'S TRUST

6.1 The Trust Estate. The trust estate shall consist of the property allocated and received by the Trustee for administration under this Article 6 and shall include the proceeds, investments, and reinvestments of that property.

6.2 Distributions of Income and Principal; Power to Amend, Revoke, and Withdraw Property. During the lifetime of the surviving Trustor, the Trustee shall continue to hold and administer the property of the trust estate and to make distributions of net income and principal under the same terms and conditions as applied with respect to a Trustor's separate property while both Trustors were living. The surviving Trustor shall have the same powers to revoke or modify the trust and to withdraw property from the trust as he or she had with respect to his or her separate property under the provisions of Article 3.1 while both Trustors were living.

6.3 Termination. Upon the death of the surviving Trustor, the trust shall terminate. Upon termination:

6.3.1 Tangible Personal Property. Upon the death of the surviving Trustor, the Trustee shall distribute any articles of tangible personal property not disposed of by a list to the Trustors' children, if any, in equal shares or all to the survivor thereof, to be divided among them as they shall agree. If Trustors do not have any living children upon the death of the surviving

Trustor, the Trustee shall, at his/her discretion, distribute and/or dispose of any articles of tangible personal property not disposed of by a list.

6.3.2 Distribution of Surviving Trustor's Balance of Trust Property. If any of the Trustors' descendants are then-living, the Trustee shall distribute the remaining trust property as set forth in Article 7. If none of the Trustors' descendants are then-living, the Trustee shall distribute the remaining trust property pursuant to Article 7.

6.4 Taxes and Expenses in Surviving Trustor's Estate. After the death of the surviving Trustor, the Trustee shall pay, or otherwise provide for, from the principal of the trust estate and without apportionment among the beneficiaries,

(a) such portion of the estate, inheritance and other taxes imposed by reason of the surviving Trustor's death ("estate taxes"), including taxes imposed by reason of inclusion of property in the surviving Trustor's gross estate under Section 2044 of the Code, and

(b) such portion of the surviving Trustor's expenses of last illness, funeral and burial, and expenses of administration (including attorneys' fees and personal representative's fees) relating to the surviving Trustor's estate as the Trustee determines advisable after consultation with the personal representative, if any, of the surviving Trustor's estate. Any interest or penalties attributable to estate taxes and paid by the Trustee may be charged, in the Trustee's discretion, to either income or principal of the trust estate or part to each.

However, no generation-skipping transfer taxes shall be paid out of the property of the trust estate, and any taxes payable by reason of a disclaimer shall be paid from the disclaimed property.

ARTICLE 7. THE HOMESTEAD TRUST

7.1 Purpose. The primary purpose for the creation of The Homestead Trust is to provide a means of owning and administering the real property with parcel numbers RP01S11E283080A (339.410 acres) and RP01S11E284810A (4.590 acres) (collectively, the "Homestead") and, to the extent practicable, to keep the Homestead in the Bennett family and to preserve the Homestead for the family for the long-term use, benefit, and enjoyment of the beneficiaries.

7.2 Lease of Farm, Income, and Expenses. The Homestead may produce income and generate certain expenses. The Trustee shall lease the farm on the Homestead or otherwise allow the property to be farmed to generate proceeds to cover any and all expenses of the Homestead, including, without limitation, insurance, utilities, and the costs of maintenance and repairs. In the event the income of the trust exceeds the expenses of the trust, said income shall be distributed, quarterly, in equal shares to my children who survive me and the surviving descendants of any of my deceased children, per stirpes, outright and free of trust.

7.3 Termination of The Homestead Trust. Upon the date twenty-five years after the death of the last to die of the Trustor and the Trustor's lineal descendants who are living at the date of the execution of this trust instrument, this trust shall terminate and the Trustee shall divide the principal and undistributed income into equal shares and shall distribute, outright and free of trust, one of said equal shares to each of the beneficiaries of this trust or to their surviving issue, per stirpes.

ARTICLE 8. DISTRIBUTION OF TRUST PROPERTY

8.1 The Trust Estate. The trust estate shall consist of the property allocated and received by the Trustee for administration under this Article 8 and shall include the proceeds, investments, and reinvestments of that property. The trust estate shall specifically exclude the Homestead.

8.2 Distribution of the Trust Estate. Upon the death of the survivor of us and after payment of taxes, debts, and other expenses as set forth in Section 5 above, the Trust shall be administered and distributed as follows:

8.2.1 Personal Property. If included as property of this Trust, Trustors may dispose of certain items of their tangible personal property by a handwritten statement or list. Trustors instruct the Trustee to honor the dispositions set forth in any such statement or list. Said statement or list may be prepared by Trustors before or after the execution of this Trust Agreement and may be altered or completely revised by Trustors after its preparation. Said statement or list must be signed and dated. If more than one statement or list has been prepared by Trustors, and if there is any conflict with respect to the disposition of any item of personal property set forth in such statements or lists, the disposition of such property as to which there is a conflict shall be made as set forth in the last dated statement or list.

To the extent not disposed of above or by a written statement or list, the Trustee shall sell all household furniture, furnishings, utensils, equipment, pictures, books, china, silverware, ornaments and other articles of a purely domestic nature and all clothing, automobiles and articles of a purely personal nature (but not intending to include in this paragraph any money, stocks, bonds or other property of a commercial nature) owned by Grantors at the time of the last of them to die, together with any policies of insurance thereon.

8.2.2 Real Property. All real property held in the Trust, excluding the Homestead outlined in Section 7 herein, at the time of the Trustors' death may be sold and distributed between the beneficiaries as set forth in Section 8.2.3 below, however, to the extent needed to properly farm the Homestead, the beneficiaries may preserve the acreage bordering the Homestead in addition to the Homestead for the benefit of the Homestead Trust and all beneficiaries.

8.2.3 Final Distribution. Upon payment of all debts, taxes, and expenses as set forth in Section 5 above, the Trustee shall distribute the remainder of the trust property in equal shares to my children who survive me and the surviving descendants of any of my deceased children, per stirpes, outright and free of trust. If at the time of the division of the trust estate a child of Trustors is deceased and is not survived by issue, his or her respective share shall pass in equal parts to the other of Trustors' children and their issue by right of representation.

8.3 Ultimate Trust Beneficiaries. Any property not effectively disposed of upon the termination of a trust under this Article 7 shall be distributed by the Trustee as follows:

(a) One-half (1/2) thereof to such persons and in such proportions as provided by the laws of the State of Idaho then in effect as if it were Pat's estate and he had died without a Will.

(b) One-half (1/2) thereof to such persons and in such proportions as provided by the laws of the State of Idaho then in effect as if it were Vickie's estate and she had died without a Will.

ARTICLE 9. GENERAL ADMINISTRATIVE PROVISIONS

9.1 Powers of Trustee. Whether or not Trustors are domiciled in the state of Idaho, the Trustee shall have all the power, authority and discretion given a trustee under the laws of the State of Idaho from time to time in effect. These include those given a trustee under the provisions of the Idaho Code. Such powers may be exercised independently and without the prior approval of any court or judicial authority, and no person dealing with the Trustee shall be required to inquire into the propriety of any of the Trustee's actions.

The Trustors, while serving as co-Trustees, may enter into margin loan transactions if both agree. Either Trustor alone, while serving as sole Trustee of his or her separate property share, may enter into margin loan transactions as to his or her separate property with his or her signature alone.

9.2 Annual Accountings. Within sixty (60) days following the end of each calendar year, the Trustee, except while both Trustors are living and serving as Trustees, shall prepare a statement of all property held in the trust and of all disbursements and receipts of the trust for the calendar year. The Trustee shall furnish a copy of the statement to each adult beneficiary who is entitled to receive current distributions from the trust and who has requested a copy of the statement. The Trustee shall not be required to comply with any further requirements or provisions of the Idaho Revised Code, or any amendment or amendments to such Code, or with any similar act or law of the State of Idaho or any other jurisdiction.

9.3 Agents and Attorneys. The Trustee may employ agents and attorneys as the Trustee thinks necessary or desirable for the proper administration of the trust or for any litigation, controversy or uncertainty that may arise in connection with the trust. The Trustee may pay reasonable compensation to agents and attorneys for their services and be fully protected in relying on advice of legal counsel.

9.4 Trustee.

9.4.1 Resignation. Any Trustee shall have the right to resign as Trustee without court proceedings by giving written notice of resignation to the Trustors, if both Trustors are then living; to the surviving Trustor, if only one Trustor is then living; to the Co-Trustee, if neither Trustor is then living; or if no Co-Trustee is then serving, to the then adult income beneficiaries of the Trust.

9.4.2 Successor Trustee, Initial Trustees and Successor.

(a) If either Pat or Vickie at any time declines, fails, or is unable to act as Trustee due to disability, incapacity or any other reason, the surviving Trustee shall serve alone. If Pat and Vickie both fail, decline, or are unable to act as Trustees due to disability, incapacity,

or any other reason, then Jenni L. Riley and Maggi Jo Bomalaski shall serve as successor co-trustees.

(b) In the event that all of the successor trustees appointed in this Section decline, fail or are unable to act as a Trustee or resign as Trustee, a majority of the adult income beneficiaries and guardians of any minor beneficiaries, of each separate trust established hereunder shall have the power to appoint a bank or trust company as a replacement Trustee.

(c) A majority of the adult income beneficiaries and guardians of any minor beneficiaries, of each separate trust established hereunder shall have the power to remove a corporate Trustee at any time by providing written notice to the Trustee and appoint a bank or trust company as a replacement Trustee.

(d) Any successor Trustee appointed under this Section or otherwise shall have and may exercise the same power in all respects, discretionary or otherwise, as granted to the initial Trustee under this agreement, subject only to the assumption by Trustee so appointed of the duties, restrictions, and limitations imposed by this Trust upon the members of the initial Trustees. The title to all trust property shall pass to and vest in Trustees upon appointment as a member thereof, without special transfer of title.

(e) A successor Trustee may accept a predecessor's accounting without independent review or audit and should not be liable for any loss sustained during or attributable to the period in which a predecessor is serving as Trustee.

(f) While two (2) or more Co-Trustees are serving hereunder all decisions shall be made unanimously; however, individual, non-corporate Trustees serving hereunder shall have the sole and exclusive authority to approve and make distributions to a child and to his or her heirs for their health, education, support and maintenance.

9.5 Discretionary Early Termination of Nonexempt Trust. After the death of both Trustors, if an independent Trustee at any time determines that the size of any trust that is not exempt from generation-skipping transfer taxes ("Nonexempt Trust") is no longer economically justifiable in its continuation, the independent Trustee may terminate the trust and distribute all the remaining property of the trust to the beneficiary of the trust.

9.6 Merger of Similar Trusts. The Trustee of two or more trusts created by this or any other instrument (for Trustor's descendants) may merge such trusts if the beneficiary or beneficiaries of the trusts are the same and the terms of the trusts are the same.

9.7 Division of Trusts. The Trustee may divide any trust into two or more separate trusts with identical terms. A division of a qualified terminable interest property trust must be made on a fractional or percentile basis according to the value of the undivided trust assets at the time of the division. However, the Trustee is not required to fund the separate trusts created by such division with a pro rata portion of each asset held by the undivided trust. If the division is made in connection with an election pursuant to Section 2652(a)(3) of the Code, the assets shall be allocated between or among the trusts created by the division in a manner that complies with the requirements of the applicable federal generation-skipping transfer tax regulations, if any.

9.8 Nonroutine Transactions. The Trustee shall provide notices of nonroutine transactions to the beneficiaries as may be required by law.

9.9 Miscellaneous Provisions.

9.9.1 Definition of Code. All references in this Trust Agreement to the "Code" are to the Internal Revenue Code of 1986 and regulations thereunder, as amended.

9.9.2 Definition of Education.

(a) The general term "education" shall include college, university, graduate school, and all other types of general or special educational or vocational training, as well as preschool and elementary, secondary, and preparatory schooling.

(b) The more specific term "college education" when used herein shall mean an education beyond the secondary school level by way of such vocational, undergraduate, or graduate (including but not limited to professional school) education as each beneficiary may choose. The Trustee may make the following permissible distributions for a beneficiary's college education: payment for tuition, books, board and lodging, necessary travel, and internship programs for a college education. Distributions shall not be made for expenses related to social activities, sports, motor vehicles, or entertainment. Additionally, distributions to a beneficiary for college education expenses shall be limited to:

- (i) Two (2) academic years for a vocational education
- (ii) Five (5) academic years for an undergraduate education; and
- (iii) Five (5) academic years for a graduate school education; additionally, notwithstanding the foregoing, a child may be enrolled part-time to qualify for graduate school education distributions.

In addition, to qualify for college education distributions, the beneficiary must be enrolled as a full-time academic student at an accredited institution and maintain a 2.5 (on a 4.0 point scale) or equivalent grade-point average to receive distributions for a college education. The Trustee's discretionary authority to make distributions may be exercised unequally among the beneficiaries according to the relevant circumstances affecting each beneficiary, including educational talents and requirements.

9.9.3 Definition of Descendants. The term "descendants" refers to all naturally born or legally adopted lineal descendants of all degrees.

9.9.4 Compensation of Trustee. The Trustee (other than a beneficiary of the trust) shall be entitled to reasonable compensation for the administration of any trust under this Trust Agreement. Each Trustee shall be reimbursed for all expenses reasonably incurred by such Trustee in the administration of any trust under this instrument.

9.9.5 Distributions to Descendants Who Are Minors or Incompetent. Any principal or income (including discretionary income) that is distributable by the Trustee to a descendant of the Trustors who is under the age of twenty-five (25) years, who is legally incapacitated or whom the Trustee deems to be unable to handle property wisely or properly if the property were paid to the descendant-beneficiary directly may be distributed by the Trustee for the descendant-beneficiary's benefit in any one or more of the following ways, without liability:

- (a) directly to the beneficiary,

(b) to the natural or legal guardian, custodial parent, conservator, custodian under the appropriate Uniform Gifts or Transfers to Minors Act or any other fiduciary for the beneficiary, or

(c) by making expenditures directly for the health, care, support, maintenance or education of the beneficiary.

This provision shall only apply to distributions to descendants of the Trustors who are beneficiaries of this trust.

9.9.6 Transfer of Beneficial Interests. The interest of any beneficiary in income or principal (a) shall not be subject to claims of creditors or others, or to legal process, and (b) shall not be assigned, alienated, or encumbered. This provision shall not prevent a beneficiary from exercising a power of appointment or disclaiming an interest.

9.9.7 Payment of Bequests in Trustor's Will. After the death of the Trustor, if Trustor's probate estate is insufficient to satisfy any specific monetary bequests contained in Trustor's Last Will and Testament, Trustee shall pay monetary bequests directly to the legatees and/or Trustee entitled thereto. In addition, if this trust, on the date of Trustor's death, contains specific property with which to satisfy bequests or devises of specific tangible, intangible, or real property contained in Trustors' Last Will and Testament, but which specific bequests and devises cannot be satisfied from Trustor's probate estate, Trustee shall distribute such specific tangible, intangible, or real property to the legatees or devisees entitled thereto.

9.9.8 Power of Alienation of Real Property in Idaho. The absolute power of alienation of real property in the state of Idaho shall not be suspended by any provision of this Trust Agreement for a period longer than the continuance of the lives of the persons in being at the creation of any such limitation or condition and twenty-five (25) years thereafter. This Trust Agreement shall be construed to eliminate or modify any provisions violating the foregoing sentence, but in such a manner so that the provisions of this Trust Agreement are carried out to the greatest extent possible.

9.9.9 Power of Alienation of Real Property Not in Idaho. As to real property which is not in the State of Idaho, each trust's interest in such real property shall terminate twenty-one (21) years after the death of the last survivor of such of the beneficiaries thereunder as shall be living at the time of the death of the last Trustor to die, and thereupon such real property that is not in the state of Idaho shall be distributed, discharged of trust, to the persons then entitled to the income of such real property in the proportions to which they are entitled to the income.

9.9.10 Definition of Incapacity, Disability. As used in this Trust Agreement, the term "incapacity" or "disability" shall mean that a person is unable to manage his or her property or business affairs in a prudent manner by reason of mental or physical illness, deficiency, disease, accident, chronic use of drugs or alcohol, or advanced age, all as determined by a court of competent jurisdiction or by written report from two (2) licensed medical doctors unrelated to the person who specialize in the treatment of the particular disease or impairment of which the person is suffering. Additionally, a person shall be deemed to be "disabled" by reason of being confined in an institution, being detained by a foreign power, or having disappeared.

9.10 Trustee Limitations. Notwithstanding any other provision of this instrument, Trustors hereby limit the general discretionary powers of the Trustee so that (1) no Trustee (other

than Trustors during their joint lives while this trust is revocable) shall participate in any decision regarding a discretionary distribution, except to the extent governed by and made pursuant to a standard under this instrument which constitutes an ascertainable standard within the meaning of Sections 2041 and 2514 of the Code and accompanying regulations, as may be amended, and (2) no Trustee may use the trust income or principal to discharge the legal obligation of the Trustee individually to support or educate a beneficiary hereunder, and (3) no Trustee may have any power or authority in this trust the exercise of which will result in the assets being included in the trustee-beneficiary's taxable estate. These provisions shall prevail over any other provision of this Trust Agreement to the contrary.

9.11 No-Contest Clause. Trustors have intentionally omitted to provide for any of their heirs, except for such provisions as are made specifically in this instrument.

As to each Trustor, if any person who is or claims under or through a beneficiary of this instrument, or who, if such Trustor died intestate, would be entitled to share in such Trustor's estate or trust, contests or attacks this instrument, performs any act that would frustrate the dispositive plan contemplated in this instrument or conspires or cooperates with anyone attempting to contest, attack, or frustrate this instrument (such person hereinafter referred to as "objector"), then in that event such Trustor specifically disinherits each such objector, and any portion of such Trustor's estate or trust to which such objector may have otherwise been entitled is hereby revoked and shall be disposed of under the provisions of such Trustor's Will or trust as though such individual had predeceased such Trustor, leaving no surviving descendants.

9.12 Character of Distributions. Unless otherwise specifically stated, all distributions, whether of trust income or principal, shall be the separate property of each individual distributee. All income, rents, issues, profits, gains, and appreciation of property distributed to each individual distributee as separate property shall be the separate property of each such distributee.

9.13 Independent Trustee. The expression "independent Trustee" refers to a Trustee who is not the transferor of any property held in any trust hereunder, is not a related or subordinate party with respect to such a transfer (as defined in Section 672(c) of the Internal Revenue Code and any successor provisions), is not beneficially interested in any trust hereunder and is capable of exercising a discretionary power without causing that Trustee to be deemed to have been granted a general power of appointment.

ARTICLE 9. LAW GOVERNING; SAVINGS CLAUSE

Whether or not either Trustor is domiciled in the state of Idaho, all provisions of this instrument, including those relating to the powers of the Trustee, shall be governed by the laws of the state of Idaho. Any provision prohibited by law or unenforceable shall not affect the remaining provisions of this instrument.

ARTICLE 10. NAME OF TRUST

This trust shall be known as and may be referred to hereafter as **The Bennett Family Revocable Trust**.

EXECUTED by the Trustors and the Trustees on the date written above.

Pat J. Bennett
Pat J. Bennett, Trustor

Vickie L. Bennett
Vickie L. Bennett, Trustor

Pat J. Bennett
Pat J. Bennett, Trustee

Vickie L. Bennett
Vickie L. Bennett, Trustee

STATE OF IDAHO)
) ss.
County of Ada)

On this 3rd day of April, 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared **Pat J. Bennett** and **Vickie L. Bennett**, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Kaleena Beck
Notary Public for Idaho
Residing at: Meridian, ID
My commission expires: 10/06/2022

SCHEDULE A
COMMUNITY PROPERTY

Trustors hereby transfer the below described property, receipt of which is hereby acknowledged by the Trustee, to be held under the terms and conditions of this Agreement:

1. All real estate.
2. All cash, gold or silver bullion or coins, checking accounts, savings accounts, certificates of deposit, money fund deposits or similar cash or cash equivalent accounts now held in the names of the Trustors, or either of them.
3. All stocks, bonds, investments and securities of any nature whatsoever now owned beneficially or of record by the Trustors, or either of them.
4. All notes, contracts, mortgages and deeds of trust receivable (if any) now owned by the Trustors, or either of them.
5. All household furnishings, goods and appliances, and all jewelry and personal effects, or other personal property of any nature and wherever situated now owned by the Trustors, or either of them, except as may be otherwise appointed at death by either of Trustor's last Wills or by separate written statement.

SCHEDULE B
SEPARATE PROPERTY OF PAT J. BENNETT

SCHEDULE C
SEPARATE PROPERTY OF VICKIE L. BENNETT



Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858
Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

February 20, 2025

BENNETT FAMILY REVOCABLE TRUST
935 Eastridge Dr
Hailey ID 83333-8696

Re: Change in Ownership for Water Right No(s): 37-4343, 37-4359

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.

Please note, the water rights currently identify Fritz X Haemmerle of Haemmerle Law PLLC as the attorney. If this is no longer correct, the Department can remove and/or update the attorney on the water rights with your written authorization. Identifying an attorney on a water right is not required, but will ensure that they receive copies of any correspondence related to that water right.

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

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

If you have any questions concerning the enclosed information, please contact me at (208) 293-9912.

Sincerely,

A handwritten signature in black ink, appearing to read "Tyler Wallace", is written over a horizontal line.

Tyler Wallace
Engineer Intern

Enclosure(s)

Cc:
Fritz X Haemmerle, Haemmerle Law PLLC
Water District 37B



IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858

Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

January 30, 2025

BENNETT FAMILY REVOCABLE TRUST
935 EASTRIDGE DR
HAILEY ID 83333-8696

RE: Change in Ownership Water Right No(s): 37-4343, 37-4359

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

The documentation submitted with the Notice include the death certificates for Vickie Lee Bennett and Pat James Bennett as well as the documentation regarding the formation of the Bennett Family Revocable Trust. However, none of the submitted documents convey the water right, or the property that the water right is appurtenant to, into the name of the Bennett Family Revocable Trust. Therefore, additional documentation such as a warranty deed, quitclaim deed, etc. is required in order to update ownership for the above listed water rights.

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

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

If you have any questions regarding this matter, please contact me at (208) 736-3033.

Sincerely,

Tyler Wallace
Engineer Associate

BENNETT FAMILY IRREV TRUST
JENNI RILEY, TTEE
935 Eastridge Dr.
Hailey, ID 83333

RECEIVED
FEB 13 2025
DEPT. OF WATER RESOURCES
SOUTHERN REGION

RE: Change of Ownership Water Right No(s): 37-4343, 37-4359

Please find enclosed Quitclaim Deeds requested showing transfer from Pat & Vickie Bennett to the Bennett Family Revocable Trust.

Thank you for acknowledging receipt of the death certificates and trust formation. Please let me know if you need any additional information.

Thank you,

Jenni Riley
Trustee
208.316.6555
Jenniriley12@gmail.com