

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUN 18 2025

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

DEPT. OF WATER RESOURCES
EASTERN 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?
22-14005 OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Inez Moulton + Boyd Moulton
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Fox Creek Fire LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- 6645 Sundown Circle Idaho Falls ID 83402
Mailing address City State Zip
- 208 569 8459 rmrammell@gmail.com
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 05/16/2025
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: Renee M. Rammell 6/18/25
 Signature of new owner/claimant Title, if applicable Date
Renee M. Rammell
 Print name

Signature: _____
 Signature of new owner/claimant Title, if applicable Date
 Print name

For IDWR Office Use Only:

Received by m. fletts Date 6-18-25 Receipt No. E050930 Receipt Amt. 25.00
 Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
 Name on W-9 _____ Approved by JB Processed by JB Date 6/24/2025

RECORDING REQUESTED BY
Fox Creek Five, LLC

AND WHEN RECORDED MAIL TO:
Fox Creek Five, LLC
6645 Sundown Circle
Idaho Falls, Idaho 83402

Instrument # 290264
Teton County, Driggs, Idaho
05/20/2025 03:56:04 PM No. of Pages: 7
Recorded for: FLYING S TITLE AND ESCROW - DRIGGS
Kim Keeley Fee: \$15.00
Deputy Jwenger
Index to: DEED, WARRANTY
Electronically Recorded

Space Above This Line for Recorder's Use Only

WARRANTY DEED

For Value Received, **Owen David Moulton, Melanie M. Rammell, Renee Rammell, Webb Tempest Moulton, Jenny M Titus, Trustees of The Boyd & Inez Moulton Family Trust**, dated **March 5, 2008**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Fox Creek Five, LLC, an Idaho limited liability company**, hereinafter called the Grantee, whose current address is **6645 Sundown Circle, Idaho Falls, Idaho 83402**, the following described premises, situated in **Teton County, Idaho**, to-wit:

Parcel 1:

Part of the Southwest Quarter of the Northeast Quarter of Section 27, Township 4 North, Range 45 E., B.M., Teton County, Idaho, being further described as: From the center quarter corner of said Section 27, S 89°53'02"E, 193.60 feet to the point of beginning; thence N 00°08'03"E, 1325.72 feet to a point on the North line of the Southwest Quarter of the Northeast Quarter of said Section 27; thence S 89°57'17"E, 1755.40 feet to a point; thence S 00°15'38"W, 1327.89 feet to a point on the South line of the South Half of the Northeast Quarter of said Section 27; thence N 89°53'02"W, 1752.46 feet to the point of beginning.

Parcel 2:

A parcel lying in the Southeast corner of the Southeast Quarter of the Northwest Quarter and in the Southwest Quarter of the Northeast Quarter of Section 27, Township 4 North, Range 45 E., B.M., Teton County, Idaho, being further described as: Commencing at the center quarter corner of said Section 27 and running N 89°52'16"W, 519.97 feet along the South line of the Northwest Quarter of said Section 27 to a point; thence N 00°08'03"E, 472.88 feet to a point; thence S 89°52'16"E, 713.57 feet to a point; thence S 00°08'03"W, 247.84 feet to a point; thence N 89°53'02"W, 193.60 feet to a point; thence S 00°08'03"W, 225.00 feet to the point of beginning.

Parcel 3:

Most of the Northwest Quarter of Section 27 and the South Half of the Southwest Quarter of Section 22, Township 4 North, Range 45 E., B.M., Teton County, Idaho being further described as: Commencing at the west quarter corner of said Section 27 and running N 00°00'37"E, 2643.84 feet to the Northwest corner of said Section 27; thence N 00°18'54"E, 1329.50 feet to the Northwest corner of the South Half of the Southwest Quarter of said Section 22; thence S 89°58'44"E, 2651.26 feet to the Northeast corner of the South Half of the Southwest Quarter of said Section 22; thence S 00°17'13"W, 1327.35 feet to the North Quarter corner of said Section 27; thence S 00°08'03"W, 1325.48 feet to a point; thence S 89°57'17"E, 193.60 feet to a point; thence S 00°08'03"W, 852.88 feet to a point; thence N 89°52'16"W, 713.57 feet to a point; thence S 00°08'03"W, 472.88 feet to a point; thence N 89°52'16"W, 2126.22 feet to the point of beginning.

Warranty Deed
- continued

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Warranty Deed
- continued

The Boyd & Inez Moulton Family Trust, dated March 5,
2008

By: [Signature]
Webb Tempest Moulton, Co-Trustee

STATE OF Idaho)
COUNTY OF Ada)
SS.

On this 16th Day of May, 2025, before me, a Notary Public in and for said State, personally appeared **Webb Tempest Moulton**, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument as Co-Trustee of the **Boyd & Inez Moulton Family** Trust, and acknowledged to me that he executed the same as such Co-Trustee.



[Signature]
Notary Public of Idaho
Residing at: Ada, Idaho
Commission Expires: 01-03-2029

Warranty Deed
- continued

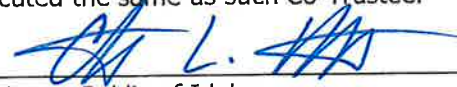
The Boyd & Inez Moulton Family Trust, dated March 5,
2008

By: 
Owen David Moulton, Co-Trustee

STATE OF Idaho)
SS.
COUNTY OF Teton)

On this 16 Day of May, 2025, before me, a Notary Public in and for said State,
personally appeared **Owen David Moulton**, known or identified to me to be the person(s) whose
name(s) is subscribed to the within instrument as Co-Trustee of the **Boyd & Inez Moulton
Family** Trust, and acknowledged to me that he executed the same as such Co-Trustee.




Notary Public of Idaho
Residing at: Driggs
Commission Expires: 7-10-2030

Warranty Deed
- continued

The Boyd & Inez Moulton Family Trust, dated March 5,
2008

By: Melanie M. Rammell
Melanie M. Rammell, Co-Trustee

STATE OF ~~Utah~~ Maine)
COUNTY OF ~~Utah~~ Cumberland)
SS.

On this 16th Day of May, 2025, before me, a Notary Public in and for said State,
personally appeared **Melanie M. Rammell**, known or identified to me to be the person(s) whose
name(s) is subscribed to the within instrument as Co-Trustee of the **Boyd & Inez Moulton**
Family Trust, and acknowledged to me that she executed the same as such Co-Trustee.

Beata Lijewska-Miller
Notary Public, State of Maine
My Commission Expires August 1, 2028

[Signature]
Notary Public of Utah
Residing at: Brighton Hill, Portland ME
Commission Expires: August 1st 2028

Warranty Deed
- continued

The Boyd & Inez Moulton Family Trust, dated March 5,
2008

By: Renee M. Rammell
Renee M. Rammell, Co-Trustee

STATE OF ~~Idaho~~ Maine)
COUNTY OF Andover)

On this 16th Day of May, 2025, before me, a Notary Public in and for said State, personally appeared **Renee M. Rammell**, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument as Co-Trustee of the **Boyd & Inez Moulton Family** Trust, and acknowledged to me that she executed the same as such Co-Trustee.

Beata Lijewska-Miller
Notary Public, State of Maine
My Commission Expires August 1, 2028

Beata Lijewska-Miller
Notary Public of ~~Idaho~~ Maine
Residing at: Wigwam, Portland ME
Commission Expires: August 1st 2028

The Boyd & Inez Moulton Family Trust, dated March 5,
2008

By: Jenny M. Titus
Jenny M. Titus, Co-Trustee

STATE OF Colorado

SS.

COUNTY OF Douglas)

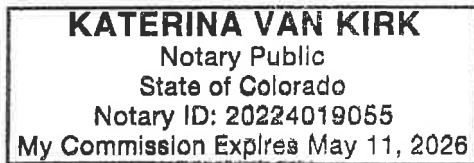
On this 16th Day of May, 2025, before me, a Notary Public in and for said State,
personally appeared **Jenny M. Titus**, known or identified to me to be the person(s) whose name(s) is
subscribed to the within instrument as Co-Trustee of the **Boyd & Inez Moulton Family** Trust,
and acknowledged to me that she executed the same as such Co-Trustee.

Katerina Van Kirk

Notary Public of Colorado

Residing at:

Commission Expires:



IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

6/18/2025

Water Right 22-14005

Owner Type

Attorney
Current Owner
Current Owner

Name

ROBERT L HARRIS
INEZ FAY MOULTON
BOYD MOULTON

Priority Date: 6/1/1891

Basis: Decreed

Status: Active

Source

FOX CREEK

Tributary

TETON RIVER

Beneficial Use

IRRIGATION

From

04/15

To

10/31

Diversion Rate

2.830 CFS

Volume

Total Diversion

2.830 CFS

Source and Point(s) of Diversion:

FOX CREEK

NWSENW

Sec. 30, Twp 04N, Rge 46E, TETON County

Place Of Use:

IRRIGATION within TETON County

T04N R45E S27	SWNE	39.0
T04N R45E S27	SENE	19.0
T04N R45E S27	SWNW	39.0
T04N R45E S27	SENE	40.0
POU Total Acres		137.00

Conditions of Approval:

1. F01 Water is delivered through Fox Creek Canal (Meyers Ditch).
2. C03 Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.
3. C05 Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.
4. This right is a split from former right 22-228 .
5. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
6. D09 The appropriator is entitled to the quantity of water described above at the point of measurement in T4N, R45E, S26, NENWSE.



0006198661

**STATE OF IDAHO**

Office of the secretary of state, Phil McGrane

**CERTIFICATE OF ORGANIZATION LIMITED
LIABILITY COMPANY**

Idaho Secretary of State
PO Box 83720
Boise, ID 83720-0080
(208) 334-2301
Filing Fee: \$100.00

For Office Use Only

-FILED-

File #: 0006198661

Date Filed: 4/7/2025 1:59:41 PM

Certificate of Organization Limited Liability Company

Select one: Standard, Expedited or Same Day Service (see descriptions below) Standard (filing fee \$100)

1. Limited Liability Company Name

Type of Limited Liability Company

Limited Liability Company

Entity name

Fox Creek Five, LLC

2. The complete street address of the principal office is:

Principal Office Address

RENEE M. RAMMELL
6645 SUNDOWN CIRCLE
IDAHO FALLS, ID 83402

3. The mailing address of the principal office is:

Mailing Address

RENEE M. RAMMELL
6645 SUNDOWN CIR
IDAHO FALLS, ID 83402-5779

4. Registered Agent Name and Address

Registered Agent

Registered Agent
Renee M Rammell
Physical Address:
RENEE M RAMMELL
6645 SUNDOWN CIR
IDAHO FALLS, ID 83402-5779
Mailing Address:
RENEE M. RAMMELL
6645 SUNDOWN CIR
IDAHO FALLS, ID 83402-5779

☒ I affirm that the registered agent appointed has consented to serve as registered agent for this entity.

5. Governors

Name	Address
Renee M Rammell	RENEE M. RAMMELL 6645 SUNDOWN CIRCLE IDAHO FALLS, ID 83402
Webb T. Moulton	WEBB T. MOULTON 2861 N MARBURG AVE MERIDIAN, ID 83646

Signature of Organizer:

Webb T. Moulton

Sign Here

04/07/2025

Date

THE BOYD and INEZ MOULTON FAMILY TRUST

THIS TRUST AGREEMENT, dated this 5th day of March, 2008, is among INEZ M. MOULTON of Teton County, Idaho (referred to as "Grantor") and INEZ M. MOULTON of Teton County, Idaho, WILLIAM BOYD MOULTON of Teton County, Idaho, JOHN VANCE MOULTON of Teton County, Idaho, ROY CLIFTON MOULTON of Teton County, Idaho, OWEN DAVID MOULTON of Teton County, Idaho, TODD ALAN MOULTON of Utah County, Utah, MELANIE M. RAMMELL of Utah County, Utah, RENEE' M. RAMMELL of Bonneville County, Idaho, WEBB TEMPEST MOULTON of Ada County, Idaho, and JENNY M. TITUS of Clark County, Nevada, (referred to as "Trustees").

ARTICLE 1: CREATION OF TRUST

1.01 Initial Trust Estate. By this agreement, Grantor assigns, conveys, transfers and delivers to the Trustees the property described on "Schedule A" attached hereto and the Trustees accept such property as the initial trust estate. Such property shall be held IN TRUST and shall be administered and distributed upon the terms and conditions herein set forth.

1.02 Additions to Trust. Grantor, or any other person, may from time to time transfer or devise additional property to the Trustees upon the terms of this instrument.

1.03 Name of Trust. While either Grantor is living, the trust hereby created shall be known as the BOYD and INEZ MOULTON FAMILY TRUST.

ARTICLE 2: ADMINISTRATION AND DISPOSITION OF TRUST ESTATE

2.01 Powers Reserved by Grantors.

(a) Enumeration of Powers.

(1) Revocation. During Grantor's life, the trust created by this instrument may be revoked, in whole or in part, by an instrument signed by the Grantor and a

majority of Trustees and delivered to the Trustees. Upon revocation, the Trustees shall promptly distribute to Grantor all or the designated portion of the property comprising the trust estate.

(2) Amendment Grantor and a majority of the Trustees may at any time during her life amend any of the terms of this instrument by an instrument signed by her and a majority of the Trustees and delivered to the Trustees.

(b) Scope of Powers. The powers reserved by Grantor under this Article 2.01 are exercisable in the absolute discretion of Grantor and, except as provided in Article 2.04, neither the Trustees nor any beneficiary hereunder shall have any right or power to enforce or object to the exercise of such powers.

2.02 Distribution of Income and Principal. During Grantor's life, the Trustees shall hold, manage, invest and reinvest the trust estate, collect the income therefrom and pay to Grantor all or such part of the net income and principal of the trust estate as the Trustees may determine to be necessary for her medical care, maintenance, support and reasonable comfort in her accustomed manner of living.

2.03 Powers and Duties of Trustee with Respect to Certain Trust Assets.

(a) Tangible Personal Property. Notwithstanding any other provision hereof or of any instrument now or hereafter delivered to the Trustees, the Trustees shall have no responsibility for any tangible personal property transferred to it upon the terms of this instrument for so long as Grantor shall retain the use and possession thereof. The Trustees shall be responsible only for such property as may be physically delivered to the trust.

(b) Residential Real Property. While any residential property held in the trust

estate is occupied by Grantor, the Trustees shall have no obligation or responsibility with respect thereto and shall not be liable for any loss, damage or other deterioration thereof nor for the payment of any taxes, insurance, repairs, maintenance or other charges in respect to such property. Nevertheless, the Trustees may in its direction pay any or all such expenses out of the income or principal of the trust estate.

(c) Insurance Policies.

(1) Payment of Premiums. During Grantor's life, the Trustees shall be under no obligation to pay any premiums, assessments or other charges necessary to keep in force any insurance policy in the trust estate, nor shall it be under any obligation to ascertain whether any such charges have been paid or to notify anyone of the nonpayment thereof. The Trustees shall keep safely each insurance policy assigned to or deposited with it and shall at the request of Grantor, execute such applications, releases and other instruments as shall be required to permit Grantor to exercise any options, privileges or powers reserved to her hereunder.

(2) Collection of Insurance Proceeds. Upon the death Grantor, the Trustees shall make reasonable efforts to collect the proceeds of any insurance on the life of such Grantor and any other benefits payable by reason of such Grantor's death. The Trustees shall have full authority to take any action it deems advisable in regard to collection and to payment of the expenses, including the expense of any litigation, out of the principal of the trust estate. The Trustees shall have full authority to make any compromise or settlement with respect to the policies and benefits that it may deem advisable, and to give all necessary and proper releases of liabilities. The proceeds of the policies and the benefits shall be treated as principal of the trust estate.

2.04 Incapacity of Grantor.

(a) *Determination of Incapacity.* During Grantor's life, if the Trustees shall at any time receive a written statement signed by the personal physician of Grantor stating that he considers such Grantor to be so mentally or physically incapacitated as to be unable to effectively manage or apply her estate to necessary ends, then, whether or not such Grantor may have been adjudicated or certified an incapacitated or incompetent person and notwithstanding any contrary direction from such Grantor, such Grantor shall be considered to be incapacitated and the provisions of Article 2.04(b) shall apply.

(b) *Effect of Determination of Incapacity.* If Grantor is determined to be incapacitated as provided in Article 2.04(a), then, during the period of such incapacity, (1) if such Grantor is then acting as a Trustee hereunder, she shall be deemed to have resigned; (2) any attempt by such Grantor to exercise any of the powers reserved by her under this instrument shall be without force and effect; and (3) the Trustees shall have power and authority on such Grantor's behalf to exercise or perform any act, power, duty, right of obligation whatsoever that such Grantor may have, relating to any person, matter, transactions or property, real or personal, tangible or intangible, whether in the trust estate or owned by such Grantor, including, without limitation, power to transfer to itself upon the terms set forth in this instrument, any property owned by such Grantor. The power granted to the Trustees under (3) above shall be construed and interpreted as a general durable power of attorney to act as such Grantor's attorney in fact and agent and shall be in addition to all other powers bestowed upon the Trustee by this instrument.

(c) *Restoration of Capacity.* If at any time after Grantor is determined to be incapacitated under Article 2.04(a), the Trustees shall receive a written statement signed

by such Grantor's personal physician that such Grantor is no longer so mentally or physically incapacitated as to be unable to effectively manage or apply her estate to necessary ends, then such Grantor shall no longer be deemed to be incapacitated and the provisions of Article 2.04(b) shall cease to apply. Restoration of capacity pursuant to this Article 2.04(c) shall not automatically reinstate such Grantor as a Trustee under this instrument.

ARTICLE 3: PROVISIONS RELATING TO DISTRIBUTION OF TRUST ASSETS AFTER GRANTOR'S DEATH

3.01 Payment of Expenses and Taxes.

(a) Direction to Pay Expenses and Taxes. Upon Grantor's death, the Trustees shall may pay (1) the expenses of such Grantor's last illness, funeral and burial, and (2) shall pay all inheritance, estate and other death taxes that become payable by reason of such Grantor's death, and all unpaid income and gift taxes of such Grantor, including interest and penalties on all such taxes, and (3) the expenses of administering such Grantor's estate. The Trustees shall first apply to the payment of federal estate taxes any United States Treasury bonds held in the trust estate of the kind commonly referred to as discount bonds, redeemable at par in payment of such taxes.

(b) Funds not Available for the Payment of Expenses and Taxes. Neither the provisions of this Article 3.01 nor any other provision of this instrument shall permit payment of expenses of administration, taxes payable by reason of grantor's death or grantor's debts or other charges enforceable against grantor's estate from any payment received by the Trustees by reason of Grantor's death under any pension, stock bonus, profit sharing, or other plan qualified under section 401(a) of the Internal Revenue Code of 1954, or the corresponding provisions of any subsequent federal tax law, unless such

payment is otherwise includible in Grantor's estate for federal estate tax purposes.

3.02 Trust for Issue.

(a) Division into Separate Shares. Upon Grantor's death, the Trustees shall divide and distribute the trust assets equally among Grantor's children. In the event any of the Grantor's children predecease the Grantor, the said deceased child's own children shall receive that share by right of representation.

ARTICLE 4: PROVISIONS RELATING TO DISTRIBUTION OF TRUST ASSETS

4.01 Distributions During Administration. During the period after Grantor's death and before establishment of any subtrust under this instrument, the Trustees may, subject to the provisions of Article 5.02, distribute all, none or any part of the portion of the net income of the trust estate that would have been earned by such subtrust had it then been in existence, as determined by the Trustees, to and among those persons who would have been entitled to receive income from such subtrust had it then been in existence, and any powers herein granted to the Trustees to allocate income and to invade principal shall be exercisable by the Trustees. Any undistributed income of the trust estate that is attributable to property belonging to such subtrust shall be distributed to the Trustees of such subtrust as part of the principal of such subtrust.

4.02 Distribution or Continuation in Trust. Any assets or shares of any trust that, by reason of a person's attained age or death or otherwise, would already have become distributable by the Trustees of such trust if such trust had previously been established, shall be distributed upon their receipt by the Trustees of such trust, or, if they have become distributable prior to the establishment of such trust may be distributed directly by the Trustees without requiring that such trust be established or that distribution be made by the Trustees of such trust.

4.03 Distribution to Minors and Disabled Persons.

(a) Grant of Permissive Authority. If any property of any trust established hereunder at any time vests outright under the provisions of this instrument in a minor or in a person who, in the judgment of the Trustees, is unable to effectively manage or apply his estate to necessary ends, then the Trustees, in their discretion, in any jurisdiction, without giving or requiring bond, without intervention of a guardian, conservator or other representative, and without supervision of any court, may hold or distribute such property (referred to in this Article 4.03 as the "protected property") in accordance with Article 3.03(b).

(b) In Trust. The Trustee may hold any protected property in a separate trust for such person, exercising as Trustee of such trust all the administrative powers conferred in this instrument upon the Trustee. The Trustee shall pay to such person all, none or such part of the net income and principal of such trust as the Trustee may in its discretion from time to time determine. Such trust shall terminate when such person attains majority and becomes able, in the judgment of the Trustee, to effectively manage and apply his estate to necessary ends, or when such person dies, or when the trust assets are exhausted by discretionary distribution or otherwise. Upon such termination, the Trustee shall distribute all property then belonging to such trust to such person or, if the trust terminates at such person's death, to the personal representative of such person's estate.

ARTICLE 5: DISCRETIONARY POWERS OF TRUSTEE

5.01 Class Distributions. The discretionary power of the Trustees to distribute income and principal among the members of any class shall include the power to make unequal distributions and the power to withhold all distributions of income or principal from one or more

or all members of such class.

5.02 Limitations on Discretionary Powers. Notwithstanding any other provision of this instrument, if any person is both a Trustee and a beneficiary of the trust described in Article 2.06, such person shall not exercise nor participate in the exercise of the discretionary power of the Trustees to distribute income and principal to himself in excess of that which is necessary for his health, support, education and maintenance. For the purpose of this limitation: (1) distributions necessary for health shall include distributions to pay medical, dental, hospital, nursing and invalidism expenses; (2) distributions necessary for education shall include distributions to pay the expenses of private schools and colleges and professional and postgraduate education; and (3) the terms "support" and "maintenance" shall not be limited to the bare necessities of life, but shall mean support and maintenance in reasonable comfort and in his accustomed manner of living.

5.03 Remainder Interests. The provisions of this instrument that create remainder interests upon termination of preceding estates shall not limit or otherwise affect any discretionary power to distribute principal even though a discretionary distribution may have the effect of terminating the trust through exhaustion of the trust estate.

5.04 Discretion of Fiduciaries. Discretionary powers are exercisable in the discretion of the Trustee and no beneficiary shall have any right or power to enforce or object to the reasonable exercise of such powers.

ARTICLE 6: TRUSTEE

6.01 Resignation of Trustee. Any Trustee of any trust created by this instrument may resign from office at any time by giving written notice delivered in person to or mailed to the last known address of Grantor, any Co-Trustee and each beneficiary then receiving or who would

then be eligible in the discretion of the Trustees to receive the income of such trust, such resignation to be effective upon the acceptance of the Trusteeship by a properly designated substitute Trustee. Notice shall be effectively given in the case of a beneficiary who is under a legal disability if given to the parent, guardian or other person or institution having custody of such beneficiary.

6.02 Substitute Trustees. If one or more Trustees resign, a majority of the then remaining Trustees will be able to act in all respects relative to the trust assets as provided herein.

6.03 Powers of Remaining Trustees. Every remaining Trustee shall have all the title, rights, powers, privileges and duties herein conferred or imposed upon the original Trustees without any act of conveyance or transfer. No remaining Trustee shall be obligated to examine the accounts, records and acts of any previous Trustee or any allocation of any trust estate, nor shall such remaining Trustees be required to proceed against a resigning Trustee for any act or omission to act on the part of such resigning Trustee.

6.04 Bonds Waived. Each Trustee shall be permitted to qualify without the necessity of giving a bond or other undertaking in this or any other jurisdiction for the faithful performance of such Trustees' duties, or if any bond shall be required by law, statute or rule of court, without the necessity of sureties thereon.

ARTICLE 7: POWERS OF BENEFICIARIES WITH RESPECT TO TRUST ASSETS

7.01 Disclaimer. Any beneficiary under this instrument may disclaim, in whole or in part any gift, interest, right or power under this instrument. In the event of any disclaimer of any interest in any trust established under this instrument, the property as to which such disclaimer is made shall be disposed of in the manner provided in this instrument as though the person

disclaiming had not survived.

7.02 Spendthrift Clause. Except as to Grantor's retained interests, no principal or income payable or to become payable under any trust established under this instrument may be assigned or encumbered by any beneficiary thereof, or be attached by or subjected to the interference or control of any creditor of such beneficiary or reached by any legal or equitable process in satisfaction of any debt or liability of such beneficiary prior to its actual receipt by such beneficiary.

7.03 Powers of Appointment

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

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

(c) Method of Exercise. A testamentary power of appointment created by this instrument may be exercise only by an instrument that clearly and expressly shows an intent to exercise such power, including a specific reference to this instrument. Neither general residuary clauses nor containing the word "appoint" or some similar expression nor general exercises of powers of

testamentary power of appointment herein given to him, the trustee shall be entitle to rely upon an instrument admitted to probate in formal or informal proceedings in any jurisdiction as his last will, or to act on the assumption he has died intestate if the trustee shall receive nò notice of the existence of a last will of his within three months after his death.

ARTICLE 8: ADMINISTRATION OF TRUSTS.

8.01 Administration of Trusts. Each trust created by this instrument shall be administered free from the active supervision of the court having jurisdiction over such trust. This provision shall not limit the power of the Trustee to take action for the judicial settlement of its accounts or the power of any beneficiary to bring suit for an accounting.

8.02 Administrative Powers of Trustees. In addition to the powers it would otherwise have by reason of any statute or rule of law, the Trustees shall have power, without prior authorization or approval of any court, to do everything it shall consider advisable in the management of each trust created by this instrument, even though it would not otherwise be authorized for Trustees under any statute or rule of law, including in this grant, without impairing its plenary nature, the following powers:

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

(b) Method of Payment. To pay or apply any money or other property payable to any person, including but not limited to persons under a legal disability, (1) through payment directly to such person, even though he may be under a legal disability; (2) to any parent, guardian, committee, conservator or other personal representative of such person, or to any adult person with whom such person resides; (3) through direct expenditure, for example, for the purchase of and payment of premiums on policies of insurance on the life of such person owned by such person or his conservator or custodian, or through payment to doctors, nurses, hospitals, schools or other persons or institutions supplying him with food, shelter, care or maintenance, or other goods, property or services of any kind, not limited to necessities; or (4) to any custodian of the property of such person, including custodians acting pursuant to the Idaho Uniform Gifts to Minors Act or similar statutes; and the receipt of any such payee shall be a full discharge for all property so paid or applied.

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

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

8.03 Release of Powers. Every administrative power created by this instrument is releasable in whole or in part, temporarily or irrevocably. Any such release may be accomplished by a written instrument filed with the records of the trust or by any other method allowed by law.

8.04 Reports. Periodic reports shall be rendered by the Trustee to each beneficiary eligible to receive the current income, showing the assets then held as the principal of the trust and all of the receipts, disbursements and distributions during the period. Such reports shall be rendered not less frequently than annually. Reports to any beneficiary who is under a legal disability may be rendered directly to such beneficiary or to any parent, guardian, committee, conservator or other personal representative of such beneficiary, or to any adult person with whom such beneficiary resides. The records of the Trustee with respect to each trust shall be open at all reasonable times to the inspection of the beneficiaries of such trust and their accredited representatives.

ARTICLE 9: PAYMENT OF GENERATION SKIPPING TAXES

If any generation-skipping taxes shall become payable with respect to any portion of any trust estate, all or any part of such taxes may be paid by trustee out of such trust estate and, to the extent so paid, shall be charged against and paid out of such portion. In determining whether to pay such taxes from such trust estate, the trustee shall consider the ultimate burden of such taxes imposed by law and any additional tax consequences that may result by reason of the payment of such taxes from the trust estate. The decision of the trustee in regard to the payment of such taxes shall be binding upon all beneficiaries under this instrument.

ARTICLE 10: CONSTRUCTIONAL RULES

10.01 Issue. "Issue" means all persons who are descended from the person referred to

for purposes of intestate succession as determined under the laws of Idaho as those laws exist on the date of Grantor's death. However, for the purposes of the foregoing, an adopted person shall be considered as descended from the person referred to only if he has been adopted while under the age of 18.

10.02 Grantors' Family. Grantor was formerly married to Boyd Moulton, now deceased. Grantor has 9 (nine) living children and no deceased children. The names and birthdates of Grantors' living children are as follows: William (Bill) Boyd Moulton, April 14, 1947, John Vance (Vance) Moulton, October, 19, 1948, Roy Clifton Moulton, February 15, 1951, Owen David Moulton, December 8, 1953, Todd Allen Moulton, July 15, 1957, Melanie M. Rammell, June 30, 1960, Renee' M. Rammell, April 22, 1963, Webb Tempest Moulton, March 25, 1967, Jenny M. Titus, July 11, 1971. All reference to Grantor's "children" are to such children. The foregoing birthdates of Grantor's children may be relied upon by the trustee for all purposes of this instrument.

10.03 Distributions by Representation. In every case in which any interest is given to the issue of a person, distributions (other than discretionary distributions of income and principal among the members of a class) shall be made by representation. Whenever a distribution to issue is to be made by representation, the distributable assets shall be divided into as many shares as there are, at the time such assets are distributable, living issue in the nearest degree of kinship and then deceased issue in the same degree who left issue who are then living, each then living issue in the nearest degree receiving one share and the share of each then deceased issue in the same degree being divided among his issue in the same manner.

10.04 Determination of Distributees. If under any provision of this instrument a distribution of any trust estate is to be made to the issue of any person, the Trustee shall make

distributions to those persons whom it believes, after making such inquiry as it thinks reasonable, to be the persons so described, or if after making such inquiry it believes there is no such person, it may act upon such assumption. The Trustee shall not be obliged to secure judicial ascertainment of the identity of such issue or the lack thereof and shall be immune from all liability which it might otherwise incur by reason of making distribution without the aid of judicial settlement or decree.

10.05 Court Decrees. All decrees of adoption of persons under the age of 18 when such decrees are rendered and all decrees of divorce at any time rendered by courts of record shall be considered valid for all purposes of this instrument.

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

10.07 Trustee. Unless a contrary meaning or reference shall be expressly indicated or clearly implied from the context, the term "Trustee" and the pronoun "it" in reference to Trustee always refer interchangeably to the male or female person or persons or to the institution or any combination of them then acting as Trustees of any trust established hereunder.

10.08 Governing Law. The laws of Idaho shall govern all questions as to the validity and construction of this instrument and of all trusts created by this instrument.

10.09 Other Principles of Construction. Words in any gender shall be deemed to include the other genders; the singular shall be deemed to include the plural and vice versa; the words "pay" and "distribute" shall also mean assign and convey; and the table of contents, headings and paragraph titles are for guidance only and shall have no significance in the interpretation of this instrument.

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year first above written.

Inez M. Moulton
INEZ M. MOULTON, GRANTOR

STATE OF IDAHO)

ss.

County of Teton)

KRISTINE HEADRICK
NOTARY PUBLIC
STATE OF IDAHO

On this 5th day of MAR, before me, a Notary Public in and for said State, personally appeared 1. MONICA, 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.

Kristine Headrick
Notary Public for Idaho

Residing at: TETON COUNTY, IDAHO

My Commission expires: 2/6/2014

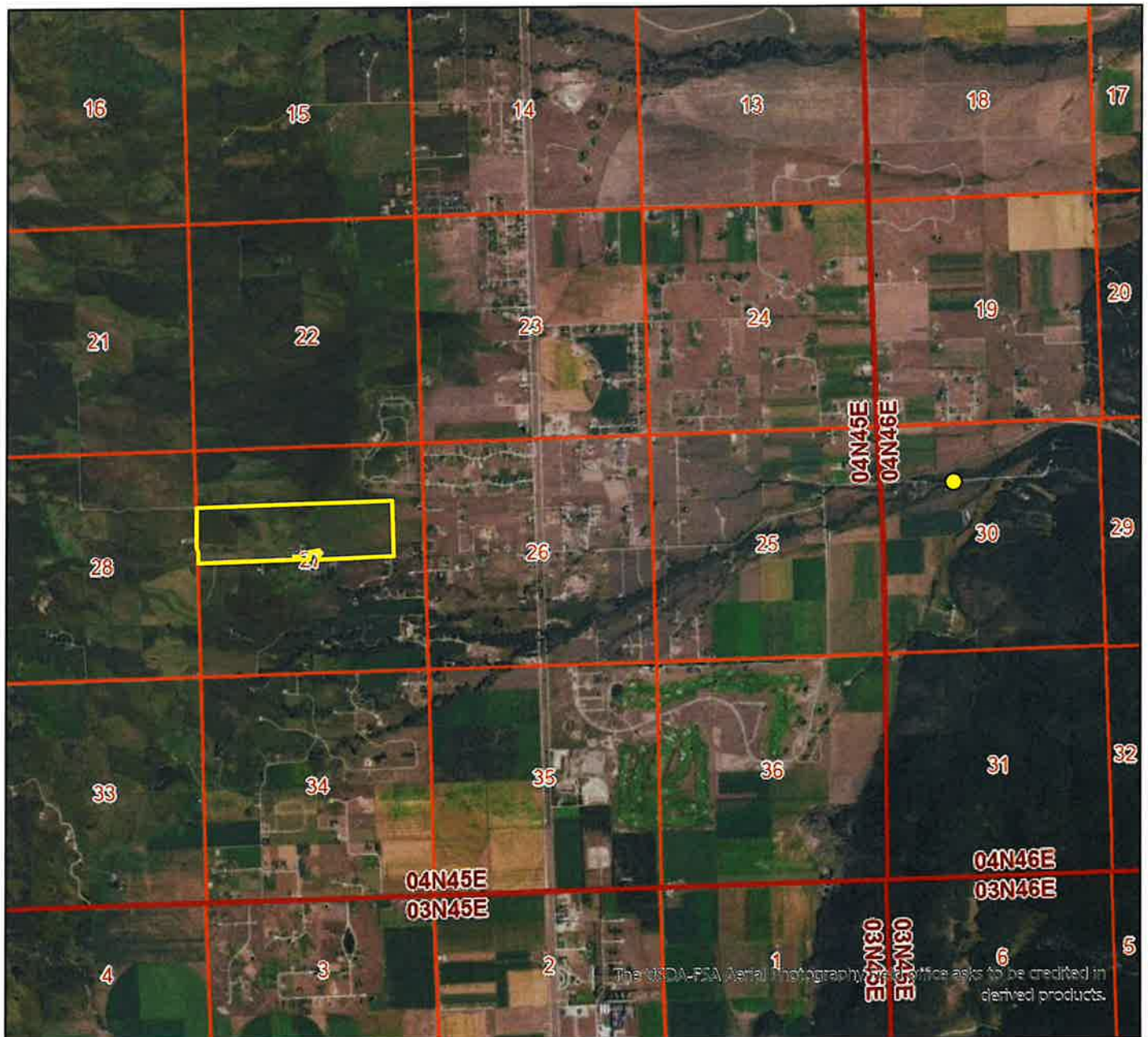
State of Idaho
Department of Water Resources

Water Right

22-14005

IRRIGATION

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



The USDA-FSA Aerial Photography Office asks to be credited in derived products.



Date created: 5/14/2025



Legend

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



State of Idaho
Department of Water Resources
Water Right

22-14005

IRRIGATION

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



Date created: 5/14/2025



Legend

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





Parcel 1

Parcel 2

Parcel 3

290264 The Boyd & Elnez Moulton Family Trust TO
Fox Creek, Five LLC

6/18/2025

Scale: 1 inch= 800 feet

File:

Tract 1: 53.4232 Acres, Closure: s63.5832w 0.01 ft. (1/629724), Perimeter=6161 ft.
Tract 2: 6.7463 Acres (293870 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/746986), Perimeter=2373 ft.
Tract 3: 240.0067 Acres, Closure: s21.1044w 0.01 ft. (1/999999), Perimeter=13637 ft.

01 /nw,se,27,4n,45e
02 /s89.5302e 193.60
03 n00.0803e 1325.72
04 s89.5717e 1755.40
05 s00.1538w 1327.89
06 n89.5302w 1752.46
07 @0
08 n89.5216w 519.97
09 n00.0803e 472.88
10 s89.5216e 713.57
11 s00.0803w 247.84
12 n89.5302w 193.60
13 s00.0803w 225.00
14 @0
15 /nw,sw,27,4n,45e
16 n00.0037e 2643.84
17 n00.1854e 1329.50

18 s89.5844e 2651.26
19 s00.1713w 1327.35
20 s00.0803w 1325.48
21 s89.5717e 193.60
22 s00.0803w 852.88
23 n89.5216w 713.57
24 s00.0803w 472.88
25 n89.5216w 2126.22



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

June 24, 2025

FOX CREEK FIVE LLC
6645 SUNDOWN CIR
IDAHO FALLS ID 83402-5779

Re: Change in Ownership for Water Right No(s): 22-14005

Dear Water Right Holder(s):

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

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

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

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

Sincerely,

Jonie Baily
Technical Records Specialist 1

Enclosure(s)

cc: WATER DISTRICT 01