

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

OCT 10 2025

DEPT. OF WATER RESOURCES
SOUTHERN REGION

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
45-554	Yes ☐	Yes ☐	45-572	Yes ☐	Yes ☐
45-555	Yes ☐	Yes ☐	45-651 *	Yes ☐	Yes ☐
45-556	Yes ☐	Yes ☐	45-654	Yes ☐	Yes ☐
45-557	Yes ☐	Yes ☐	45-655	Yes ☐	Yes ☐
45-558	Yes ☐	Yes ☐	45-656	Yes ☐	Yes ☐

2. Previous Owner's Name: Basil Fairchild, Betty Jane Fairchild *not processed

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Basil K Fairchild Family Trust

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or1853 E Glacier Summit CtDraperUT84020

Mailing address

City

State

Zip

801 916-2073paulacogg@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: 2012

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.

SUPPORT DATA

IN FILE # 45-554

8. Signature: Paula Coggins Trustee 9-22-25
- Signature of new owner/claimant Title, if applicable Date
- Paula Coggins
- Print name
- Signature: Tracy Eddins Trustee & Executor 9-26-25
- Signature of new owner/claimant Title, if applicable Date
- Tracy Eddins
- Print name

Received by SG Date 10-10-2025 For IDWR Office Use Only: Receipt No. 5040809 Receipt Amt. \$275-

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 DM Date 12/22/2025

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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OCT 10 2025 ✓

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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?
* 45-11322	Yes ☐	Yes ☐		Yes ☐	Yes ☐
not processed	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Basil Fairchild, Betty Jane Fairchild
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Basil K Fairchild Family Trust
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- 1853 E Glacier Summit Ct Draper UT 84020
Mailing address City State Zip
801 916-2073 paulacogg@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: _____
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: Cassie Douglas Trustee 9/26/25
Signature of new owner/claimant Title, if applicable Date
Cassie Douglas

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

Print name

For IDWR Office Use Only:

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

After recording send to:

Matthew C Darrington, Esq.
ROBINSON, ANTHON & TRIBE
P.O. Box 396
Rupert, ID 83350

CASSIA COUNTY
Recorded for:
ROBINSON, ANTHON & TRIBE
2:50:58 pm 09-18-2012
2012-004351
No. Pages: 4 Fee: \$19.00
JOSEPH W. LARSEN
County Clerk
Deputy: HEVANS

Recording Information

REVISED QUITCLAIM DEED

FOR VALUE RECEIVED, BASIL K. FAIRCHILD of 2025 South 00 East, Oakley, Idaho 83346, ("Grantor") does hereby release, remise, grant, bargain, sell, convey and forever quitclaim unto THE BASIL K. FAIRCHILD FAMILY TRUST of 2025 South 00 East, Oakley, Idaho 83346 ("Grantee"), as its sole and separate property, including all rents, issues, profits, income, and appreciation in value, all of my interest of every kind and nature in the following described real property:

Parcel No. 1: ½ interest in property which is owned jointly with Kevin Smith, more particularly described as follows:

TOWNSHIP 14 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 2: Lot 1, SE1/4NE1/4, NE1/4SE1/4, S1/2SE1/4 and S1/2SW1/4

Section 3: SE1/4SE1/4

Section 11: NE1/4 and NE1/4NW1/4

Parcel No. 2:

TOWNSHIP 13 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 32: Beginning at the Northwest corner of said Section 32; thence East along section line for 81 rods; thence South for 80 rods, more or less, to a point on the South boundary line of the N 1/2 NW 1/4 of said Section 32; thence West along said South boundary line for 81 rods, more or less, to the Southwest corner of the NW 1/4 NW 1/4 of said Section 32; thence North along section line for 80 rods, more or less, to the point of beginning.

Parcel No. 3:

TOWNSHIP 13 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 32: Beginning at a point 20 rods East of the Southwest corner of the NE 1/4 SW 1/4 of said Section 32; thence North 20 rods; thence West 20 rods to a point on the West boundary line of said NE 1/4 SW 1/4; thence North along section line for 140 rods, more or less, to the Northwest corner of the SE 1/4 NW 1/4 of said Section 32; thence East along section line for 80 rods, more or less, to the Northeast corner of the SE 1/4 NW 1/4 of said Section 32; thence South along section line for 160 rods, more or less, to the Southeast corner of the NE 1/4 SW 1/4 of said Section 32; thence West along section line for 60 rods more or less, to the Point of Beginning.

Parcel No. 4:

Lot 1 of Section 1, Township 14 South, Range 22, East of the Boise Meridian. The Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 5, and Lots 2, 3, 4, and the Southeast Quarter of the Northeast Quarter, the Northeast Quarter of the Southeast Quarter of Section 6, Township 14 South, Range 23, East of the Boise Meridian, also

The Southeast Quarter of the Southwest Quarter of Section 32, Township 13 South, Range 23 East of the Boise Meridian.

Also, beginning at the Northeast corner of Lot 3 of Section 5, Township 14 South, Range 23, East of the Boise Meridian, thence running South 20 rods, thence West 40 rods, thence North 20 rods, thence East 40 rods to the place of beginning.

Less the following described property.

TOWNSHIP 14 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO, Section 05; Part of the NE1/4NW1/4, more particularly described as follows;

Beginning at the North quarter corner of said Section 05, said corner marked by a 5/8 inch rebar which shall be the POINT OF BEGINNING;

Thence South 00°01'41" West along the East line of the NE1/4NW1/4 for a distance of 146.00 feet;

Thence North 88°54' 37" West for a distance of 43.16 feet to a 1/2" rebar;

Thence North 88°54' 37" West for a distance of 255.66 feet to a 1/2 " rebar;

Thence North 00°01' 41 " East for a distance of 146.00 feet to a 1/2 " rebar on the North section line;

Thence South 88°54'37" East along said line for a distance of 298.83 feet to the POINT OF BEGINNING. Contains 1.00 Acre. Reference SWD275713 and DWLS Job 5933-

01B1. dr July 17,2001.

Parcel No. 5:

Also, beginning at the Northwest corner of Lot 3, of Section 5, Township 14 South, Range 23, East of the Boise Meridian; thence South 20 rods, thence East 40 rods, thence North 20 rods, thence West 40 rods to the place of beginning.

The Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter and the North half of the Southeast Quarter of Section 11, Township 14 South, Range 23, East of the Boise Meridian.

Parcel No. 6:

TOWNSHIP 14 SOUTH, RANGE 23 EAST, OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 9: W1/2 SE1/4 NE1/4

Parcel No. 7:

Section 5, Township 14 South, Range 23, East of the Boise Meridian.
Beginning at the Southeast corner of Lot 3 of the Section 5 Township 14, Range 23; Running thence North 60 rods; Thence West 80 rods; Thence South 60 rods; Thence East 80 rods to Point of Beginning. (30.12 A, rec.) 30.00 acres.

TOGETHER WITH all and singular the water rights, appurtenances, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

DATED this 14 day of August, 2012.


Basil K. Fairchild

248726

QUITCLAIM DEED

FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, I, the undersigned, BETTY JANE FAIRCHILD, the party of the first part, hereby remise, release, and forever quitclaim unto BASIL K. FAIRCHILD, the party of the second part, whose address is Box 134, Oakley, Idaho 83346, and to his heirs and assigns, those certain parcels of land situate in Cassia County, Idaho, more particularly described as follows, to wit:

Parcel No. 1:

TOWNSHIP 14 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 2: Lot 1, SE1/4NE1/4, NE1/4SE1/4, S1/2SE1/4 and
S1/2SW1/4

Section 3: SE1/4SE1/4

Section 11: NE1/4 and NE1/4NW1/4

Parcel No. 2:

TOWNSHIP 13 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 32: Beginning at the Northwest corner of said Section 32; thence East along section line for 81 rods; thence South for 80 rods, more or less, to a point on the South boundary line of the N 1/2 NW 1/4 of said Section 32; thence West along said South boundary line for 81 rods, more or less, to the Southwest corner of the NW 1/4 NW 1/4 of said Section 32; thence North along section line for 80 rods, more or less, to the point of beginning.

Parcel No. 3:

TOWNSHIP 13 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 32: Beginning at a point 20 rods East of the Southwest corner of the NE 1/4 SW 1/4 of said Section 32; thence North 20 rods; thence West 20 rods to a point on the West boundary line of said NE 1/4 SW 1/4; thence North along section line for 140 rods, more or less, to the Northwest corner of the SE 1/4 NW 1/4 of said Section 32; thence East

along section line for 80 rods, more or less, to the Northeast corner of the SE 1/4 NW 1/4 of said Section 32; thence South along section line for 160 rods, more or less, to the Southeast corner of the NE 1/4 SW 1/4 of said Section 32; thence West along section line for 60 rods more or less, to the Point of Beginning.

Parcel No. 4:

Lot 1 of Section 1, Township 14 South, Range 22, East of the Boise Meridian. The Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 5, and Lots 2, 3, 4, and the Southeast Quarter of the Northeast Quarter, the Northeast Quarter of the Southeast Quarter of Section 6, Township 14 South, Range 23, East of the Boise Meridian, also

Beginning at the Southeast corner of Lot 3 in Section 5, Township 14 South Range 23, East of the Boise Meridian, thence running North 60 rods; thence West 80 rods; thence South 60 rods; thence East 80 rods to the place of beginning.

The Southeast Quarter of the Southwest Quarter of Section 32, Township 13 South, Range 23, East of the Boise Meridian.

Also, beginning at the Northeast corner of Lot 3 of Section 5, Township 14 South, Range 23, East of the Boise Meridian, thence running South 20 rods, thence West 40 rods, thence North 20 rods, thence East 40 rods to the place of beginning.

Also, beginning at the Northwest corner of Lot 3, of Section 5, Township 14 South, Range 23, East of the Boise Meridian; thence South 20 rods, thence East 40 rods, thence North 20 rods, thence West 40 rods to the place of beginning.

The Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter and the North half of the Southeast Quarter of Section 11, Township 14 South, Range 23, East of the Boise Meridian.

Parcel No. 5:

TOWNSHIP 14 SOUTH, RANGE 23 EAST, OF THE BOISE MERIDI-
AN, CASSIA COUNTY, IDAHO

Section 9: ~~W1/2SE1/4NE1/4~~ E 1/2 SE 1/4 NE 1/4

TOGETHER WITH all and singular the water rights, tenements,
hereditaments and appurtenances thereunto belonging or in anywise
appertaining, the reversion and reversions, remainder and remain-
ders, rents, issues and profits thereof.

TO HAVE AND TO HOLD ALL and singular the said premises,
together with appurtenances, unto the party of the second part
and to his heirs and assigns forever.

IN WITNESS WHEREOF, The party of the first part has hereunto
set her hand and seal this 19th day of March, 1997.

Betty Jane Fairchild
BETTY JANE FAIRCHILD

STATE OF Colorado) California
County of El Paso) San Diego
ss

On this 19th day of April, 1997, before me, the
undersigned, a Notary Public in and for said state, personally
appeared Betty Jane Fairchild, known to me to be, or sworn on
oath to me to be, the person whose name is subscribed to the
within and foregoing instrument, and acknowledged to me that she
executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal the 19th day of April, 1997.

RECORDED AT THE REQUEST OF

Basil Fairchild
FILM 286

1997 APR 29 A 10: 25

CASSIA COUNTY, IDAHO
DARRELL M. ROSKELLEY
RECORDER

900 LM

LE: 00 & 2025 So.

Oakley. Id
83346

Walter Houghton
NOTARY PUBLIC FOR
Residing at: 3262 College Place
My Commission Expires: 9/99

248726

Till one

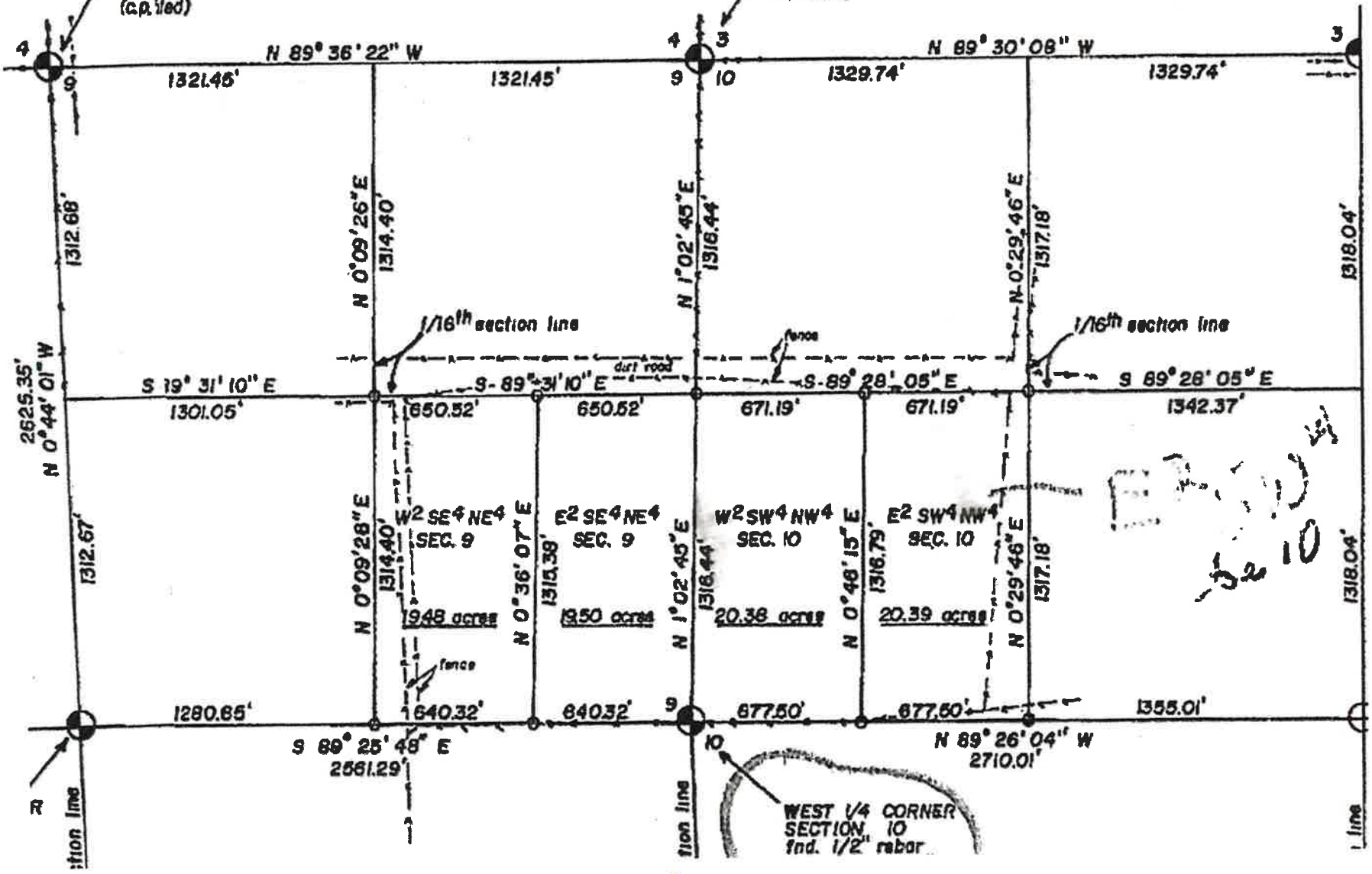
N

NORTH 1/4 CORNER
SECTION 9
fnd. 3/8" rebar
replaced w/ 5/8" x 30"
rebar w/ 3" aluminum
cap attached
(c.p. filed)

NW CORNER
SECTION 10
fnd. 1/2" rebar
(c.p. filed)

W

E



S

THE BASIL K. FAIRCHILD FAMILY TRUST

THIS TRUST AGREEMENT, dated this 21 day of August, 2012, is among BASIL K. FAIRCHILD, of 2025 South 00 East, Oakley, Idaho, hereinafter referred to as "Grantor," and BAISL K. FAIRCHILD of 2025 South 00 East, Oakley, Idaho, hereinafter referred to as "Trustee."

ARTICLE 1: CREATION OF TRUST

1.01 Initial Trust Estate. By this agreement, Grantor assigns, conveys, transfers and delivers to the Trustee the property described in Schedule A attached hereto and the Trustee accepts 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 Character of Property. The property described on Schedule A is real property, which is the sole and separate property of Grantor, and it shall retain its character as such in the trust estate.

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

1.04 Name of Trust. While Grantor is living, the trust hereby created shall be known as The Basil K. Fairchild Family Trust.

ARTICLE 2: ADMINISTRATION AND DISPOSITION OF TRUST ESTATE

2.01 Powers Reserved by Grantor.

(a) Enumeration of Powers.

(1) Revocation. While Grantor is living, the trust created by this instrument may be revoked, in whole or in part, by an instrument signed by Grantor and delivered to the Trustee. Upon revocation, the Trustee shall promptly distribute to Grantor all or the designated portion of the property comprising the trust estate.

(2) Amendment. While Grantor is living, this instrument may be amended in any respect by an instrument signed by Grantor and delivered to the Trustee.

COPY

(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 Trustee 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. While Grantor is living, the Trustee shall hold, manage, and maintain the trust estate for the benefit of the Grantor.

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 of transfer now or hereafter delivered to the Trustee, the Trustee shall have no responsibility for any tangible personal property transferred to Trustee upon the terms of this instrument for so long as Grantor shall retain the use and possession thereof. The Trustee shall be responsible only for such property as may be physically delivered to Trustee.

(b) Residential Real Property. While any residential property held in the trust estate is occupied by Grantor, the Trustee 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 Trustee may in its discretion pay any or all such expenses out of the income or principal of the trust estate, if any.

(c) Additional Powers. The Trustee shall have the following powers and other powers conferred under Idaho law.

1. To continue to hold any property and to operate at the risk of the trust estate any business that the Trustee receives or acquires under the trust as long as the Trustee deems it advisable.
2. To manage, control, grant options on, sell, convey, exchange, partition, divide, improve and repair trust property;
3. To lease trust property for terms within or beyond the term of the trust and for any purpose;
4. To borrow money from and to encumber or hypothecate trust property by mortgage, deed of trust, pledge or otherwise;
5. To carry, at the expense of the trust, insurance of such kinds and in such amounts as the Trustee deems advisable to protect the trust estate and the Trustee against any hazard;

6. To commence or defend such litigation with respect to the trust or any property of the trust estate as the Trustee may deem advisable, at the expense of the trust;
7. To compromise or otherwise adjust any claims or litigation against or in favor of the trust;
8. To invest and reinvest the trust estate in every kind of property, real, personal or mixed and every kind of investment, specifically including, but not by way of limitation, corporate obligations of every kind, stocks, preferred or common, shares of investment trusts, investment companies and mutual funds, and mortgage participations, which men of prudence, discretion and intelligence acquire for their own account;
9. In any case in which the Trustee is required, pursuant to the provision of the trust, to divide any trust property into parts or shares for the purpose of distribution, or otherwise, the Trustee is authorized, in the Trustee's discretion, to make the division and distribution in kind, including undivided interest in any property or partly in kind and partly in money, for this purpose to make such sales of the trust property as said Trustee may deem necessary on such terms and conditions as the Trustee shall see fit;
10. The Trustee shall, whenever practicable, consult with my children as to the investment policy to be used in carrying out the terms of this trust.

2.04 Incapacity of Grantor.

(a) Determination of Incapacity. If the Trustee shall at any time receive a written statement signed by the personal physician of Grantor stating that said personal physician considers such Grantor to be so mentally or physically incapacitated as to be unable to effectively manage or apply such Grantor's 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, such Grantor shall be deemed to have resigned; and (2) any attempt by such Grantor to exercise any of the powers reserved by such Grantor under this instrument shall be without force and effect.

(c) Restoration of Capacity. If at any time after Grantor is determined to be incapacitated under Article 2.04(a), the Trustee 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 such Grantor's 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.

2.05 Trust for Remaindermen.

(a) Trust Distributions. After the death of Grantor, the Trustee shall convey the trust property, free of trust, to the then-living children of Grantor as directed in Article 3.01, and if none of the children of Grantor survive him, the Trustee shall convey the trust property, free of trust, to the issue of the deceased children of Grantor, then living, by right of representation.

(b) Termination of Trust. After the death of Grantor, and the distribution of the trust estate as provided in paragraph (a) above, the portion of the property comprising the trust estate that has not been effectively disposed under the foregoing provisions of this Article 2 shall be paid to Grantor's then-living issue, by right of representation.

ARTICLE 3: BENEFICIARIES AND PROVISIONS RELATING TO DISTRIBUTION OF TRUST ASSETS

3.01 Beneficiaries

(a) Identification of Beneficiaries. It is intended that this trust benefit the children and step-children of Basil K. Fairchild after his death. The beneficiaries under the trust are as follows Paula Coggins, Cassia Douglas, and Ivy Tornow, who shall each be entitled to twenty percent (20%) of any income from trust property including rental or sale of trust property, and Molly Fini, Bret Jenkins, Eugene Jenkins, and Joseph Jenkins, who shall each be entitled to ten percent (10%) of any income from trust property including rental or sale of trust property.

3.02 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 Trustee, is unable to effectively manage or apply his estate to necessary ends, then the Trustee, in the Trustee's 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 3.01 as the "protected property") in accordance with Article 3.01(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 said Trustee's 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 such person's 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 4: TRUSTEE

4.01 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 Trustee 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.

4.02 Substitute Trustee. In the event a vacancy exists, for any reason, in the office of Trustee, the following persons shall act as substitute co-trustees: Ivy Tornow of 5421 Calibri Place, Farmington, New Mexico, Cassie Douglas of 933N. 1300 E. Toole, Utah, and Paula Coggins of 1853 Glacier Summit Court, Draper, Utah, or such person as may be designated by Grantor, or, if Grantor is not then living, by the personal representative of the estate of Grantor appointed by a court of proper jurisdiction in the State of Idaho.

4.03 Powers of Substitute Trustees. Every substitute trustee shall have all the title, rights, powers, privileges and duties herein conferred or imposed upon the original Trustee without any act of conveyance or transfer. No substitute 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 substitute trustee be required to proceed against a previous trustee for any act or omission to act on the part of such previous trustee.

4.04 Bonds Waived. Each Trustee, including substitutes, 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 Trustee's duties, or if bond shall be required by law, statute or rule of court, without the necessity of sureties thereon.

ARTICLE 5: POWERS OF BENEFICIARIES WITH RESPECT TO TRUST ASSETS

5.01 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.

5.02 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.

ARTICLE 6: ADMINISTRATION OF TRUST

6.01 Administration of Trust. The 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.

6.02 Administrative Powers of Trustees. In addition to the powers it would otherwise have by reason of any statute or rule of law, the Trustee 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 Grantor 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.

6.03 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.

ARTICLE 7: DISSOLUTION OF TRUST

7.01 Duration. It is contemplated that the Basil K. Fairchild Family Trust shall remain in effect and operation after the death of Basil K. Fairchild for the purpose of benefitting his children and step children as described in Article 3.01. To this end, it is further understood that this trust shall remain in effect until all of the trust property is disposed of, at which time this trust shall be dissolved.

ARTICLE 8: CONSTRUCTIONAL RULES

8.01 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 such person has been adopted while under the age of 18.

8.02 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.

8.03 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 the Trustee believes, after making such inquiry as the Trustee thinks reasonable, to be the persons so described, or if after making such inquiry the Trustee believes there is no such person, the Trustee 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 the Trustee might otherwise incur by reason of making distribution without the aid of judicial settlement or decree.

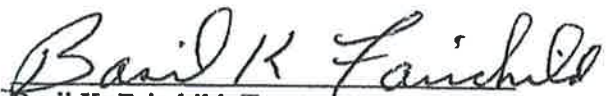
8.04 Trustee. Unless a contrary meaning or reference shall be expressly indicated or clearly implied from the context, the term "Trustee" and the pronoun "it" in reference to Trustee always refer interchangeably to the male or female person or persons or to the institution or any combination of them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

8.05 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.

8.06 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.


Basil K. Fairchild, Grantor


Basil K. Fairchild, Trustee

**SCHEDULE A
TO
THE BASIL K. FAIRCHILD FAMILY TRUST**

REAL PROPERTY

Parcel No. 1: My ½ interest in the property which is owned jointly with Kevin Smith, more particularly described as follows:

TOWNSHIP 14 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 2: Lot 1, SE1/4NE1/4, NE1/4SE1/4, S1/2SE1/4 and S1/2SW1/4

Section 3: SE1/4SE1/4

Section 11: NE1/4 and NE1/4NW1/4

Parcel No. 2:

TOWNSHIP 13 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 32: Beginning at the Northwest corner of said Section 32; thence East along section line for 81 rods; thence South for 80 rods, more or less, to a point on the South boundary line of the N 1/2 NW 1/4 of said Section 32; thence West along said South boundary line for 81 rods, more or less, to the Southwest corner of the NW 1/4 NW 1/4 of said Section 32; thence North along section line for 80 rods, more or less, to the point of beginning.

Parcel No. 3:

TOWNSHIP 13 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 32: Beginning at a point 20 rods East of the Southwest corner of the NE 1/4 SW 1/4 of said Section 32; thence North 20 rods; thence West 20 rods to a point on the West boundary line of said NE 1/4 SW 1/4; thence North along section line for 140 rods, more or less, to the Northwest corner of the SE 1/4 NW 1/4 of said Section 32; thence East along section line for 80 rods, more or less, to the Northeast corner of the SE 1/4 NW 1/4 of said Section 32; thence South along section line for 160 rods, more or less, to the Southeast corner of the NE 1/4 SW 1/4 of said Section 32;

thence West along section line for 60 rods more or less, to the Point of Beginning.

Parcel No. 4:

Lot 1 of Section 1, Township 14 South, Range 22, East of the Boise Meridian. The Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 5, and Lots 2, 3, 4, and the Southeast Quarter of the Northeast Quarter, the Northeast Quarter of the Southeast Quarter of Section 6, Township 14 South, Range 23, East of the Boise Meridian, also

The Southeast Quarter of the Southwest Quarter of Section 32, Township 13 South, Range East of the Boise Meridian.

Also, beginning at the Northeast corner of Lot 3 of Section 5, Township 14 South, Range 23, East of the Boise Meridian, thence running South 20 rods, thence West 40 rods, thence North 20 rods, thence East 40 rods to the place of beginning.

Also, beginning at the Northwest corner of Lot 3, of Section 5, Township 14 South, Range 23, East of the Boise Meridian; thence South 20 rods, thence East 40 rods, thence North 20 rods, thence West 40 rods to the place of beginning.

The Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter and the North half of the Southeast Quarter of Section 11, Township 14 South, Range 23, East of the Boise Meridian.

Parcel No. 5:

TOWNSHIP 14 SOUTH, RANGE 23 EAST, OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 9: E1/2 SE1/4 NE1/4



TOGETHER WITH all and singular the water rights, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

**APPOINTMENT OF SUCCESSOR TRUSTEES
THE BASIL K. FAIRCHILD FAMILY TRUST**

This **APPOINTMENT OF SUCCESSOR TRUSTEES** to the **BASIL K. FAIRCHILD FAMILY TRUST** (this "Appointment") is effective as of October 23, 2024 (the "Effective Date").

WHEREAS, on the 21st day of August 2012, the Trust Agreement establishing the **BASIL K. FAIRCHILD FAMILY TRUST** (the "Trust Agreement") was entered into by Basil K. Fairchild, Grantor, and Basil K. Fairchild, Trustee.

WHEREAS, Basil K. Fairchild, Trustee of the Trust Agreement passed away on October 23, 2024.

WHEREAS, Ivy Tornow, Cassie Douglas and Paula Coggins were appointed as Successor co-trustees of the Trust Agreement pursuant of section 4.02 of the Trust Agreement.

NOW THEREFORE, Ivy Tornow, Cassie Douglas and Paula Coggins are hereby appointed as the successor co-Trustees of the **BASIL K. FAIRCHILD FAMILY TRUST**.

Dated this 11/25/2024

**SUCCESSOR CO-TRUSTEES OF THE
BASIL K. FAIRCHILD FAMILY TRUST:**

DocuSigned by:
Ivy Tornow
D01AE0C346AF4F1...
Ivy Tornow
DocuSigned by:
Cassie Douglas
28B12B000BAC4D5...
Cassie Douglas
Signed by:
Paula Coggins
8401840CB68A4F4...

STATE OF _____)
) ss.
County of _____)

On this ____ day of November, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **Ivy Tornow**, known to me to be the person whose names is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

(SEAL)

Notary Public for Idaho
Residing at: _____
My Commission expires: _____

STATE OF _____)
) ss.
County of _____)

On this ____ day of November, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **Cassie Douglas**, known to me to be the person whose names is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

(SEAL)

Notary Public for Idaho
Residing at: _____
My Commission expires: _____

STATE OF _____)
) ss.
County of _____)

On this ____ day of November, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **Paula Coggins**, known to me to be the person whose names is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

(SEAL)

Notary Public for Idaho
Residing at: _____
My Commission expires: _____

Last Will and Testament

of

Basil K. Fairchild

I, Basil K. Fairchild, of Oakley, County of Cassia, State of Idaho, being of sound mind on this 21st day of August, 2012, declare this to be my Last Will and Testament, hereby revoking all prior Wills and codicils made by me.

FIRST: I revoke all Wills and Codicils that I have previously made.

SECOND: I am married to Rowene Dunnihoo Fairchild, and all references in this Will to "my wife" or "my spouse" are to her. I have three (3) children now living from a previous marriage to Betty Jane Fairchild whose names are:

Paula Coggins
Cassie Douglas
Ivy Tornow

I have four (4) stepchildren from my marriage to Betty Jane Fairchild whose names are:

Molly Fini
Bret Jenkins
Eugene Jenkins
Joseph Jenkins

I have no deceased children. The terms "my child" and "my children" as used in this Will shall include any other children hereafter born to or adopted by me.

THIRD: I confirm to my wife her interest in our community property.

FOURTH: I appoint my daughter, Ivy Tornow of Farmington, New Mexico, as Executor of this Will and as my Personal Representative to serve without bond. In the event of the death, resignation, removal, incapacity, refusal or inability of Ivy Tornow to serve as Executor and *as well as Joseph Jenkins of Logan Utah Basil Fairchild*

Personal Representative, then I appoint my daughter, Paula Coggins of Draper, Utah, to serve as Successor Executor and Personal Representative. In the event of the death, resignation, removal, incapacity, refusal or inability of Paula Coggins to serve as Executor and Personal Representative, then I appoint my daughter, Cassie Douglas of Toole, Utah, to serve as Successor Executor and Personal Representative.

FIFTH: I order and direct that certain items of my personal property shall be distributed according to a written list of items and intended recipients thereof, prepared either in my handwriting or signed by me, if such list is in existence at the time of my death. If no such list is in existence at the time of my death, or if there are tangible articles of a personal nature not included in said list or otherwise disposed of in this Will that the same shall go to the *BASIL K. FAIRCHILD FAMILY TRUST* dated August 21, 2012.

SIXTH: If my wife survives me, I give to the *BASIL K. FAIRCHILD FAMILY TRUST* the property that my wife and I are using as our principal residence at the time of my death in Cassia County, Idaho located at 2025 S. 00 E., Oakley, Idaho and more particularly described as: Beginning at the Southeast corner of Lot 3 in Section 5, Township 14 South, Range 23 East, of the Boise Meridian, thence running North 60 rods; thence west 80 rods; thence South 60 rods; thence East 80 rods to the place of beginning.

My wife shall have a life estate in our principal residence so long as she shall live or desire subject, however, to the condition that not more than three (3) people, including herself, shall reside in the premises.

SEVENTH: If my wife survives me, I give to her all of the proceeds from the following bank accounts, all of which are located at D.L. Evans Bank:

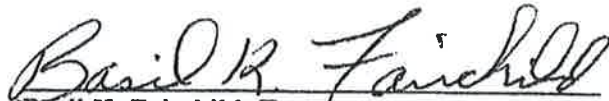
Certificate of Deposit with account # 73021947
Certificate of Deposit with account # 73021909
Money Market with PrimeVest account # 31888727

If my wife does not survive me, I direct that the proceeds of these accounts shall go to the *BASIL K. FAIRCHILD LIVING TRUST* dated August 21, 2012.

EIGHTH: I give, devise and bequeath all of the remainder of my estate, real and personal, which I own at my death not already held in Trust, or which I have the power to dispose of at my death to the *BASIL K. FAIRCHILD FAMILY TRUST* dated August 21, 2012. This gift, devise and bequest is to be added to the property held in that Trust and administered in accordance with its terms as now written or as hereafter amended.

If, for any reason, that Trust is not in force at the time of my death, or if this gift, devise and bequest to the then Trustee of that Trust is held invalid, then I direct that this gift, devise and bequest shall be held and managed in trust in the manner described in that instrument of Trust as it now exists, and for that purpose I hereby incorporate that instrument of Trust, as it now stands, by reference into this, my Last Will and Testament.

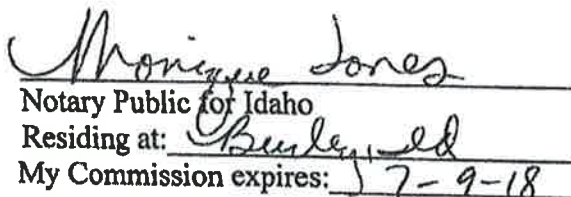
IN WITNESS WHEREOF, I, Basil K. Fairchild, have executed this Will on August 21, 2012.


Basil K. Fairchild, Testator

We, Matt Harrington and Judy Barnes, witnesses, now, at his request, in his presence and in the presence of each other, hereby sign our names to this instrument as witnesses, being first duly sworn, and do hereby declare to the undersigned authority that the testator signs and executes this instrument as his last will and that he signs it willingly, and that each of us, in the presence and hearing of the testator, hereby signs this will as witness to the testator's signing, and that to the best of our knowledge the testator is eighteen (18) years of age or older, of sound mind, and under no constraint or undue influence.

Judy Barnes
Witness

Subscribed, sworn to and acknowledged before me by Basil K. Fairchild, the
testator, and Matt Harrington and Judy Barnes, witnesses, this 21st day of
August, 2012.



Maline, Denise

From: Maline, Denise
Sent: Tuesday, December 23, 2025 8:46 AM
To: IdwrPayable
Subject: Refund Request - Basil K Fairchild Family Trust
Attachments: Refund Request - Fairchild Family Trust.pdf

Good morning,

Attached please find a refund request being submitted for processing.

Thank you,



Denise Maline, Administrative Assistant I

Idaho Dept. of Water Resources, Southern Region

650 Addison Ave W Ste 500

Twin Falls ID 83301-5858

(208) 293-9908

denise.maline@idwr.idaho.gov

Idaho Department of Water Resources Receipt

Receipt ID: S040809

Payment Amount	\$275.00	Date Received	10/10/2025	Region	SOUTHERN
Payment Type	Check	Check Number	513		
Payer	THE BASIL K FAIRCHILD FAMILY TRUST				
Comments	CHANGE OF OWNERSHIP FROM: BASIL & BETTY JANE FAIRCHILD TO: BASIL K FAIRCHILD FAMILY TRUST. (11) WR#S, 45-554, ETC.				

Fee Details

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
\$275.00	OWNERSHIP CHANGES/SECURITY INTERESTS	64140	0229	21		1155



Signature Line (Department Representative)

Change in Water Right Ownership: 45-554, etc. Basil K Fairchild Family Trust

45-651 & 45-11322 could not be updated because the documentation submitted does not cover or convey these water rights.

Please issue a \$50.00 refund to:

The Basil K Fairchild Family Trust
1853 E Glacier Summit Ct
Draper UT 84020-8883
(801) 916-2073

DM 12/22/2025



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

December 22, 2025

BASIL K FAIRCHILD FAMILY TRUST
1853 E GLACIER SUMMIT CT
DRAPER UT 84020-8883

Re: Change in Ownership for Water Right No(s): 45-554, 45-555, 45-556, 45-557, 45-558, 45-572,
45-654, 45-655, 45-656

Re: Change in Ownership for Water Right No(s): 45-651 & 45-11322 (*not processed*)

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 department could not update water rights 45-651 and 45-11322, as these water rights were not conveyed in the documentation provided. Because these water rights cannot be updated, a refund in the amount of \$50.00 has been submitted for processing and will be sent to you under separate cover.

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) 293-9908.

Sincerely,

Denise Maline
Administrative Assistant 1

Enclosure(s)

c: Water District(s) 45A, 140