

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

✓ **RECEIVED**

JAN 09 2026

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

DEPT. OF WATER RESOURCES
SOUTHERN REGION

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

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
43-88	Yes ☐	Yes ☐	43-10102 *	Yes ☐	Yes ☐
43-412	Yes ☐	Yes ☐	43-10501	Yes ☐	Yes ☐
43-2271	Yes ☐	Yes ☐	43-10508	Yes ☐	Yes ☐
43-4191	Yes ☐	Yes ☐	43-4193	Yes ☐	Yes ☐
43-13421	Yes ☐	Yes ☐	* Not Processed	Yes ☐	Yes ☐

2. Previous Owner's Name: Albert Jay Cottle and/or Julene Cottle

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Robert Cottle and/or Sheryl Cottle

New owner(s) as listed on the conveyance document

Name connector

☒ and ☐ or

1792 S. 1900 E.

Malta

ID

83342

Mailing address

City

State

Zip

801-592-1005

Cottleranch@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: 1 April 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: *Robert Cottle* Owner 1/8/2026

Signature of new owner/claimant

Title, if applicable

Date

Robert Cottle

Print name

- Signature: *Sheryl Cottle* Owner 1/8/26

Signature of new owner/claimant

Title, if applicable

Date

Sheryl Cottle

Print name

For IDWR Office Use Only:

Received by DM Date 1-9-2026 Receipt No. 5040889 Receipt Amt. \$225-

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by _____ Processed by TW Date 1/20/2026

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Luke H. Marchant

Darrington Marchant Law

PO Box 536

Rupert, ID 83350

Instrument # 2025004351

BURLEY, CASSIA, IDAHO

11-18-2025 10:12:34 AM No. of Pages: 5

Recorded for : ROBERT COTTLE

JOSEPH LARSEN

Fee: 15.00

Ex-Officio Recorder Deputy

Index to: DEED

(Space Above for Recorder's Use)

QUITCLAIM DEED

FOR VALUE RECEIVED, **Albert Jay and Julene Cottle Family Trust**, dated December 1, 1996, ("Grantor"), does hereby release and forever quitclaim unto **Robert F. and Sheryl L. Cottle**, husband and wife, ("Grantees"), whose address is 1750 South 1900 East, Malta, ID 83342, and their heirs and assigns forever, all right, title and interest which Grantor now has or may hereafter acquire in the following describe real property situated in Cassia County, State of Idaho, and more fully described as follows, to-wit:

See attached Exhibit A

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 17 day of November, 2025.



RANDY JAY COTTLE, Trustee of the
Albert Jay and Julene Cottle Family Trust

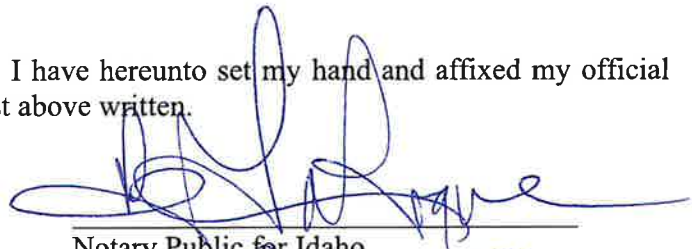
STATE OF IDAHO)

County of Minidoka) ss.

On this 17th day of November, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared RANDY JAY COTTLE, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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.




Notary Public for Idaho

Residing at: Burley, ID
My Commission expires: 12/24/31

EXHIBIT A

PARCEL NO. 1:

The Southeast Quarter of the Northeast Quarter, The Southeast Quarter of Section 21 in Township 13 South, Range 26 East of the Boise Meridian.

PARCEL NO. 2:

The Northeast Quarter of the Northeast Quarter of Section 28, Township 13 South, Range 26 East of the Boise Meridian.

PARCEL NO. 3:

The South Half of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 22, in Township 13 South, Range 26 East of the Boise Meridian.

PARCEL NO. 4:

The Southeast Quarter of the Southeast Quarter of Section 22, Township 13 South, Range 26 East of the Boise Meridian.

PARCEL NO. 5:

The North Half (N½) Section 16, Township 14 South, Range 26 East, Boise Meridian.

PARCEL NO. 6:

NW¼NW¼, E½NW¼, E½SW¼NW¼ Section 30, Township 14 South, Range 28 East of the Boise Meridian;
and, Lots 3 & 4 of Section 30, Township 14 South, Range 28 East of the Boise Meridian.

PARCEL NO. 7:

The East Half of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 20, Township 14 South, Range 28 East of the Boise Meridian.

PARCEL NO. 8:

SE¼SW¼, SE¼ Section 19, Township 14 South, Range 28 East of the Boise Meridian.

PARCEL 9

Township 13 South, Range 26 East of the Boise Meridian, Cassia County, State of Idaho.

Section 21: E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$

SAVE AND EXCEPT THE FOLLOWING (3) PARCELS:

Parcel 1

BEGINNING AT THE S $\frac{1}{4}$ SECTION CORNER OF SECTION 21 OF TOWNSHIP 13 SOUTH, RANGE 26 E.B.M., SAID CORNER MARKED BY A US GLO IRON PIPE WITH BRASS CAP; THENCE N. 89°37'09" W. ALONG THE SOUTH LINE OF SECTION 21 FOR A DISTANCE OF 1005.59 FEET; THENCE N. 00°00'10" E. FOR A DISTANCE OF 190.01 FEET TO A $\frac{1}{2}$ INCH REBAR, WHICH SHALL BE THE POINT OF BEGINNING; THENCE N. 00°00'10" E. FOR A DISTANCE OF 509.29 FEET TO A $\frac{1}{2}$ INCH REBAR; THENCE S. 89°56'20" E. FOR A DISTANCE OF 506.50 FEET TO A $\frac{1}{2}$ INCH REBAR; THENCE S. 00°52'14" E. FOR A DISTANCE OF 125.00 FEET TO A $\frac{1}{2}$ INCH REBAR; THENCE S. 24°34'38" W. FOR A DISTANCE OF 70.62 FEET TO A $\frac{1}{2}$ INCH REBAR; THENCE S. 43°12'02" W. FOR A DISTANCE OF 265.55 FEET TO A $\frac{1}{2}$ INCH REBAR; THENCE S. 58°20'5" W. FOR A DISTANCE OF 103.81 FEET TO A $\frac{1}{2}$ INCH REBAR; THENCE S. 71°06'37" W. FOR A DISTANCE OF 220.78 FEET TO THE POINT OF BEGINNING.

Parcel 2

Commencing at the South $\frac{1}{4}$ Corner of Section 21 in T.13 S., R.26 E., B.M., said corner marked by a U.S. GLO iron pipe with brass cap; Thence North 89 degrees 37 minutes 09 seconds West along the south line of Section 21 for a distance of 1033.08 feet to a $\frac{1}{2}$ " rebar which shall be the Point of Beginning;

THENCE North 89 degrees 37 minutes 09 seconds West along said section line for a distance of 238.70 feet to a $\frac{1}{2}$ " rebar;

THENCE North 03 degrees 19 minutes 59 seconds East for a distance of 382.74 feet to a $\frac{1}{2}$ " rebar;

THENCE South 85 degrees 45 minutes 57 seconds East for a distance of 244.61 feet to a $\frac{1}{2}$ " rebar;

THENCE South 00 degrees 00 minutes 10 seconds West for a distance of 175.79 feet to a $\frac{1}{2}$ " rebar;

THENCE South 08 degrees 14 minutes 26 seconds West for a distance of 191.81 feet to the Point of Beginning.

Parcel 3

Commencing at the South $\frac{1}{4}$ Corner of Section 21 in T.13 S., R.26 E., B.M., said corner marked by a U.S. GLO iron pipe with brass cap which shall be the Point of Beginning;

THENCE North 89 degrees 37 minutes 09 seconds West along the south line of Section 21 for a distance of 425.52 feet to a $\frac{1}{2}$ " rebar;

THENCE North 03 degrees 47 minutes 41 seconds West for a distance of 304.19 feet to a $\frac{1}{2}$ " rebar;

THENCE South 82 degrees 59 minutes 26 seconds West for a distance of 43.52 feet to a $\frac{1}{2}$ " rebar;

THENCE North 01 degrees 52 minutes 00 seconds West for a distance of 241.76 feet to a $\frac{1}{2}$ " rebar;

THENCE North 81 degrees 31 minutes 30 seconds East for a distance of 133.94 feet to a $\frac{1}{2}$ " rebar;

THENCE along a non-tangent curve to the left for a distance of 580.62 feet to a $\frac{1}{2}$ " rebar on the east line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, said curve having a radius of 986.87 feet, a delta angle of 33 degrees 42 minutes 35 seconds, and a long chord bearing of South 39 degrees 29 minutes 58 seconds East for a distance of 572.28 feet

THENCE South 00 degrees 06 minutes 34 seconds East along said $\frac{1}{4}$ section line for a distance of 120.83 feet to the Point of Beginning.

AMENDMENT TO TRUST DISPUTE RESOLUTION AGREEMENT

COME NOW, the ALBERT J. AND JULENE COTTLE FAMILY TRUST, by and through JULENE COTTLE, nka JULENE COTTLE HALL, (the "Cottle Trust"), the ESTATE OF ALBERT JAY COTTLE (the Estate), and JULENE COTTLE HALL, (Beneficiary of the Cottle Trust) and RANDY J. COTTLE, LANAE COTTLE GLENN, and ROBERT F. COTTLE, as the residual beneficiaries of the Cottle Trust, residual beneficiaries of the Cottle Trust ("Residual Beneficiaries"), and all of the persons entitled to distributions from the Estate and the Cottle Trust: collectively the "Parties" and

WHEREAS, there was a clerical error in the original Trust Dispute Resolution Agreement, which the Parties desire to fix; and

WHEREAS, the Parties desire to give further clarification with respect to the conveyance of 1-acre parcels to LaNae Cottle Glenn and Randy J. Cottle; and

WHEREAS, the Parties intend that this Amendment should supersede the previous Trust Dispute Resolution Agreement; and

WHEREAS, the Parties agree to be bound by this Amendment but given the clerical error and the clarification the Parties do not believe it necessary to go through the cost and expense of submitting the same to the court for approval;

NOW, THEREFORE, it is hereby mutually agreed by the Parties that paragraph 3 of the original Trust Dispute Resolution Agreement ("TEDRA"), shall be amended to delete the language "except for 40 head of cattle that have been gifted to LaNae Cottle Glenn and 20 head of cattle that have been gifted to Randy J. Cottle." This language should not have been included in the signed TEDRA and went unnoticed by the Parties and the Parties hereby stipulate to remove the same.

IT IS FURTHER AGREED, that paragraph 4 be clarified to reflect that the 1-acre parcel to be conveyed to LaNae, shall be conveyed into the name of Randy J. Cottle and that paragraph 5, be clarified to reflect that the 1-acre parcel to be conveyed to Randy J. Cottle shall consist of 2-acres which, includes the 1-acre which was to be distributed to LaNae plus the 1-acre to be distributed to Randy. It is further agreed that the property shall be surveyed by Desert West and that the 2-acre parcel shall be transferred and conveyed into Randy's name. With this clarification, the same 2-acres shall be conveyed but in one 2-acre conveyance in Randy's name only. LaNae, by signature below specifically agrees to this clarification and acknowledges that it is her desire and wish for the property to be conveyed in this manner.

ALL OTHER TERMS AND PROVISIONS of the original TEDRA are republished and restated and shall remain in full force and effect, including the "DISCLOSURES" and "WAIVERS" sections of the TEDRA.

DATED this 3rd day of November, 2022.

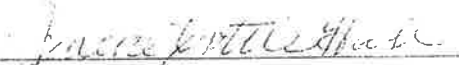
COTTLE FAMILY TRUST

By: Julene Cottle Hall
Julene Cottle Hall, Trustee

ESTATE OF ALBERT JAY COTTLE

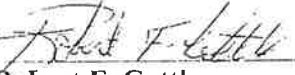
By: Julene Cottle Hall
Julene Cottle Hall, Personal Representative

THE FOLLOWING, BEING ALL OF THE BENEFICIARIES
OF THE TRUST IDENTIFIED ABOVE AND THE ESTATE


Julene Cottle Hall


Randy J. Cottle


LaNae Cottle Glenn


Robert F. Cottle

Lance A. Loveland
PARSONS, SMITH, STONE, LOVELAND & SHIRLEY, LLP
137 West 13th Street
P.O. Box 910
Burley, Idaho 83318
(208) 878-8382 - Phone
(208) 878-0146 - Fax
Idaho State Bar #5787
love9593@pmt.org
Attorneys for Estate

Filed: 03/23/2021 15:17:21
Fifth Judicial District, Cassia County
Joseph W Larsen, Clerk of the Court
By: Deputy Clerk -West, Stephanie

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CASSIA
MAGISTRATE DIVISION

IN THE MATTER OF THE ESTATE OF	)	
	)	CASE NO. CV-16-20-00647
	)	
ALBERT JAY COTTLE,	)	ORDER APPROVING
	)	TRUST DISPUTE
	)	RESOLUTION
	)	AGREEMENT
Deceased.	)	

THIS MATTER, having come before the Court upon the notice of Julene Cottle Hall, as Personal Representative and the Trustees of the Albert J. and Julene Cottle Family Trust and the signature of the identified Beneficiaries, and the Court having considered the same, and good cause appearing therefore;

IT IS HEREBY ORDERED that the Trust Dispute Resolution Agreement previously filed with the Court shall, and the same is, **the final order** of this Court and binding on all parties to the agreement.

IT IS FURTHER ORDERED, that this case shall **be sealed** for the protection and privacy of the parties involved.

DATED: **3/23/2021 02:08 PM**



Judge

CLERK'S CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on March 23, 2021, I caused a true and correct copy of the foregoing ORDER APPROVING TRUST DISPUTE RESOLUTION AGREEMENT to be served upon the following person(s) in the following manner:

Lance A. Loveland
PO Box 910
Burley, ID 83318

☐ United States Mail
☐ Fax
☐ Hand Delivery
☒ Other – love9593@pmt.org

Julene Cottle Hall
P.O. Box 164
Declo, Idaho 83323

☒ United States Mail
☐ Fax
☐ Hand Delivery
☐ Other

Randy J. Cottle
1725 E. Cherokee Drive
Pleasant Grove, UT 84062

☒ United States Mail
☐ Fax
☐ Hand Delivery
☐ Other

Robert F. Cottle
1750 S. 1900 E.
Malta, ID 83342

☒ United States Mail
☐ Fax
☐ Hand Delivery
☐ Other

LaNae Cottle Glenn
1915 N. 1200 E.
Logan, UT 84341

☒ United States Mail
☐ Fax
☐ Hand Delivery
☐ Other

CLERK OF THE COURT

BY:  3/23/2021 3:20:46 PM
Deputy Clerk

Lance A. Loveland
PARSONS, SMITH, STONE, LOVELAND & SHIRLEY, LLP
137 West 13th Street
P.O. Box 910
Burley, Idaho 83318
(208) 878-8382 - Phone
(208) 878-0146 - Fax
Idaho State Bar #57871
love9593@pmt.org
Attorneys for Estate

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CASSIA
MAGISTRATE DIVISION

IN THE MATTER OF THE ESTATE OF	)	
	)	CASE NO. CV-16-20-00647
	)	
ALBERT JAY COTTLE,	)	NOTICE OF REQUEST
	)	FOR APPROVAL OF
	)	TRUST DISPUTE RESOLUTION
	)	AGREEMENT (TEDRA)
	)	
Deceased.	)	
	)	

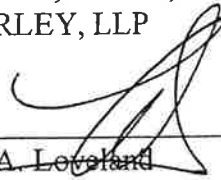
COMES NOW the Estate of Albert Jay Cottle, by and through Julene Cottle Hall, as Personal Representative of the estate and the Albert J. and Julene Cottle Family Trust, by and through Julene Cottle Hall, as Trustee, and hereby, through their attorney of record, Parsons, Smith, Stone, Loveland & Shirley, LLP, and moves the Court pursuant to Idaho Code §15-8-302 and §15-8-303, to approve the attached Trust Dispute Resolution Agreement and accept the same as the equivalent to a final Court Order binding upon all persons interested in the estate or the trust.

All interested parties have executed the same and a hearing is not necessary, pursuant to Idaho Code §15-8-303, and it is respectfully requested that the Court enter the order filed simultaneously herewith as the final Order of the Court and that the Court seal the filing for privacy

purposes.

DATED this 23rd day of March, 2021.

PARSONS, SMITH, STONE, LOVELAND
& SHIRLEY, LLP

A handwritten signature in black ink, appearing to read 'Lance A. Loveland', is written over a horizontal line.

Lance A. Loveland
Attorney for Petitioner
P.O. Box 910
Burley ID 83318

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 23rd day of March, 2021, I caused a true and correct copy of the foregoing **NOTICE OF REQUEST FOR APPROVAL OF TRUST DISPUTE RESOLUTION AGREEMENT (TEDRA)** to be served upon the following person(s) in the following manner:

Julene Cottle Hall
P.O. Box 164
Declo, Idaho 83323

☒ United States Mail
☐ Fax
☐ Hand Delivery
☐ Other

Randy J. Cottle
1725 E. Cherokee Drive
Pleasant Grove, UT 84062

☒ United States Mail
☐ Fax
☐ Hand Delivery
☐ Other

Robert F. Cottle
1750 S. 1900 E.
Malta, ID 83342

☒ United States Mail
☐ Fax
☐ Hand Delivery
☐ Other

LaNae Cottle Glenn
1915 N. 1200 E.
Logan, UT 84341

☒ United States Mail
☐ Fax
☐ Hand Delivery
☐ Other

PARSONS, SMITH, STONE, LOVELAND
& SHIRLEY, LLP



Lance A. Loveland

TRUST DISPUTE RESOLUTION AGREEMENT

COME NOW the **ALBERT J. AND JULENE COTTLE FAMILY TRUST**, by and through **JULENE COTTLE, nka JULENE COTTLE HALL** (the "Cottle Trust"), the **ESTATE OF ALBERT JAY COTTLE** (the Estate), and **JULENE COTTLE HALL, RANDY J. COTTLE, LANAE COTTLE GLENN, and ROBERT F. COTTLE**, as the residual beneficiaries of the Cottle Trust, (Residual Beneficiaries), and all of the persons entitled to distributions from the Estate; and

WHEREAS, a disagreement has arisen between the parties hereto regarding the assets to be allocated to the Cottle Trust and distributions from the Cottle Trust and the Estate, and

WHEREAS, the parties have negotiated in good faith to come to a resolution meeting their mutual desires and needs; and

WHEREAS, there have been interim actions and distributions resulting from administration of the Cottle Trust and the Estate; and

WHEREAS, it is the mutual desire of the parties to fully and finally settle the disagreement and allocation of trust assets by identifying and setting forth future distributions of the assets of the Cottle Trust and the Estate; and

WHEREAS, it is the desire of all parties to ratify and approve of all actions taken in administration of the Cottle Trust and the Estate and to fully and finally release and indemnify the Trustees and Personal Representatives;

NOW, THEREFORE, it is hereby mutually agreed the assets of the Cottle Trust and of the Estate shall be distributed to the parties as follows:

1. Julene Cottle Hall shall be entitled to use all assets and property both real and personal, which would have been divided under the original Cottle trust into a survivor's trust, the marital trust and the exemption trust. However, for purposes of resolution under this

Agreement Julene Cottle Hall shall have all use and benefit of the property and assets, including the ability to liquidate and sell all property for her needs during her lifetime which, was originally established under the Cottle Trust, and separate trusts will not be created.

2. Upon the death of Julene Cottle Hall, property owned by the Cottle Trust and Estate shall be distributed, transferred, and conveyed by the successor trustees and personal representatives to the heirs and residual beneficiaries as follows:

a. Robert F. Cottle shall receive all real property and improvements including shops, and sheds owned by the trust, except as set forth herein. Said real property consists of the following Real Estate Parcels as of the date of execution of this Agreement.

- i. RP #13S26E214801 ✓
- ii. RP #13S26E211800 ✓
- iii. ~~RP #13S26E211200~~ JUSTON "DRY GROUND NO WATER" ✓
- iv. RP #13S26E226600 ✓
- v. RP #13S26E229000 ✓
- vi. RP #13S26E280000 ✓
- vii. RP #14S26E160000 ✓
- viii. RP #14S28E204800 ✓

b. Robert F. Cottle shall be entitled to all water rights associated with the Real Property, with the exception of the right of Randy to maintain the current well for the ranch house gifted to him and the right to drill an additional domestic well, if desired.

3. Robert F. Cottle shall also be entitled to all pivots, wheel lines, farm machinery and equipment and all cattle and animals owned by the Cottle Trust and Estate as well as all AUM and grazing rights, except for 40 head of cattle that have been gifted to LaNae Cottle Glenn and 20 head of cattle that have been gifted to Randy J. Cottle.

4. LaNae Cottle Glenn shall be entitled to the DL Evans Bank CD held in the Cottle Trust or Julene Cottle Hall name to be her sole and separate property. Further, LaNae shall receive one half of all other, savings, checking, investment accounts, and IRA's. In addition, a 1-acre parcel shall be provided and conveyed into the name of Randy Cottle to be held in trust for the use of LaNae Cottle Glenn should she desire to live on the ranch. The 1-acre parcel shall be located near the ranch house and in such a way so as not to interfere with the farming/ranching practices nor involve the removal of trees, grass, etc. Upon the death of LaNae, this 1-acre parcel shall revert to and be conveyed to Randy Cottle as his sole and separate property. If LaNae Cottle Glenn passes away prior to the death of Julene Cottle Hall, then all of LaNae's interests, rights, and gifts under this agreement or the trust created herein shall pass to Randy Cottle as his sole and separate property.

5. Randy J. Cottle shall be entitled to the Ranch House and one acre of ground around the ranch house which is located on the property to be conveyed to Robert. This property is to be surveyed off around the ranch house located on RP #13S26E214801 and shall include all necessary easements for ingress and egress and access to the domestic well and sufficient water right for domestic water purposes on the one acre. Additionally, Randy shall be entitled to split with LaNae one half of all savings, checking, investment accounts, and IRA's in the Cottle Trust, estate or in Julene Cottle Hall's name.

6. Based on the above allocations and conveyances if Robert receives the real property set forth above, he shall be required to pay LaNae and Randy, \$100,000.00 each as and for their interest in the Real Property and share of the trust and estate assets. Payments shall be evidenced by a Promissory Note ("Note") secured by the real property conveyed to Robert and the Note obligations shall be binding on the heirs, successors and assigns of Robert. The Note shall not accrue interest and shall be paid out over twenty (20) years in equal annual payments due no

later than December 15th of each year commencing in the year the property is transferred to Robert. There shall be no penalty for prepayment. Because of the connection the parties have to the real property being distributed pursuant to this Agreement each of the parties shall have a Right of First Refusal in all of the real property being distributed to the other parties. Pursuant to this right, if any party desires to transfer or convey (other than to a direct descendent) or to sell any of the property allocated herein, they shall first provide notice of such intent to transfer, convey or sell, in writing by hand delivery or certified mailing to the other parties according to the terms set out below. If LaNae is deceased prior to payment in full of the obligations under the Note owing to her, Robert shall pay the remaining monies owing to Randy Cottle. The documents creating these obligations shall reference the terms set forth herein.

TERMS

1. Right of First Refusal. If at any time a party shall desire to transfer, convey or to make or receive a bona fide offer from any person, persons, organization or organizations to purchase in whole or in part, the real property set forth and made a part hereof, the party shall send to the other parties a copy of the proposed contract and notify the other parties of its intention to accept the same. The parties desiring to exercise the Right of First Refusal shall give notice within thirty (30) days of receipt of the notice of their intention to exercise their Right of First Refusal and upon doing so shall have the individual right to purchase the property at Fair Market Value, to be conducted by a licensed independent appraiser or the proposed contract price, whichever is less.

2. Termination. This Right of Refusal shall terminate 10 years after Julene Cottle Hall's death. Additionally, this Right of Refusal shall extinguish, terminate, and be null and void upon the consummation of assignment, sale, transfer or conveyance in fee simple to a third party of the above-described premises after full compliance with the terms of this Right of Refusal; however,

if such sale is not consummated, this Right of First Refusal shall remain in effect, provided however, that in any event, all rights hereunder shall terminate after the death of the last survivor of the parties identified herein.

3. Binding Effect. It is intended that all the provisions of this Right of Refusal shall run with the land for the period of ten (10) years after the death of Julene Cottle Hall and that all the provisions hereto shall inure to the benefit of and shall be binding on the parties hereto, their heirs, legal representatives, successors, and assigns and shall be noted on all deeds conveying the real property described herein. However, after the ten (10) year period, the rights shall terminate on their own. All liens or mortgages securing the obligations set forth herein shall terminate upon payment of the Note obligations owing.

4. All actions taken by Julene Cottle Hall as personal representative and trustee known or unknown are hereby ratified and approved and the undersigned agree to save and hold her harmless from any and all claims arising from such actions.

5. This agreement is entered into pursuant to Idaho Code Title 15, Chapter 8. It shall be submitted for court approval pursuant to Idaho Code §15-8-803 & 804.

6. This agreement shall be binding on the heirs, successors and assigns of the parties.

7. It is the intention of Julene Cottle Hall to modify her Will and to amend the Trust to be bound by the terms and agreements set forth herein. If, for whatever reason she fails to do so, this agreement shall be considered a separate contract binding upon the Cottle Trust and the Estate of Julene Cottle Hall.

8. This agreement is the entire agreement of the parties and all prior negotiations and agreements, whether oral or written, shall be deemed merged herein.

9. In the event of any dispute regarding the terms of this agreement, or their performance, the prevailing party shall be entitled to an award of all costs incurred including reasonable attorney fees.

10. The firm of Parsons, Smith, Stone, Loveland and Shirley, LLP ("Firm") prepared this agreement upon the request of the trustee of the Cottle Trust and the personal representative of the Estate to memorialize an agreement that the parties have negotiated between themselves. The Firm has an ongoing attorney-client relationship with the Cottle Trust, the Estate and Julene Cottle Hall going back many years and therefore has a clear conflict of interest.

DISCLOSURES

A. Ordinarily, as attorneys representing one party in this type of transaction, the Firm would be able to give a client specific advice as to what was in its best interest, what was an advantage to it, what was a disadvantage to it, and whether there was an appropriate balancing of competing interest. Because of the conflict of interest, the Firm is not able to give that kind of advice to the parties to this transaction, or make sure that the parties are fully informed and aware of the burdens and risks one may be exposed to as compared to the other.

B. Each of the parties to this transaction has conflicting interests. What benefits one might well be a significant detriment to the other.

C. This transaction requires an appropriate balancing of competing interests of the parties and a determination that an appropriate balance has been reached.

D. By reason of the Firm's conflict of interest it is disqualified from preparing the documents as requested unless the parties specifically agree and request in writing that the firm proceed to do so. That consent must be made with full knowledge of the conflict of interest and its implications.

E. The proposed agreement could have profound economic impact on each of the parties including significant tax consequences. The Firm is not qualified to provide tax advice and this transaction should be reviewed by each party's tax advisor.

F. Even if the parties waive the conflict of interest and request that the Firm proceed with preparation of the documents the Firm is able to do the documents only as a "scribe", memorializing the agreement that the parties have separately arrived at and the Firm not participating in any negotiation or amendment of the agreed terms provided to it.

G. If at any time any party wishes to withdraw consent, it is free to do so and the Firm will immediately cease providing legal services, will forward any file documents as requested, and will not bill for services rendered.

H. The Firm has received information relating to this agreement primarily from Julene Cottle Hall and has not independently verified that the terms hereof accurately reflect the full agreement of all of the parties. Each party should thoroughly review this agreement prior to signing it to personally verify it is a full and accurate description of the actual agreement.

The Firm recommends in the strongest possible terms that each of you take the disclosure set forth above to heart and seek a review of this transaction by an independent third-party lawyer and by an independent third-party tax professional. Upon such a review, if you still desire that it prepare the appropriate documents under the conditions set forth the firm will do so.

WAIVER

The undersigned have fully read and fully understand the disclosures set forth above. Each of the parties has been given a full and fair opportunity to have this transaction reviewed by a third party legal and tax advisor. The undersigned hereby waive the Firm's conflict of interest and request the Firm to proceed with preparation of the documents. The parties are comfortable

that they fully understand the agreement they have separately arrived at and are comfortable with it being prepared by the Firm in the capacity of a scribe only, and not as representing any of the parties. In this regard the parties acknowledge that:

1. The Firm has an ongoing attorney-client relationship with the Cottle Trust, the Estate and Julene Cottle Hall on a variety of matters related and unrelated to this particular agreement.

2. The Firm has an actual conflict of interest.

3. The party can withdraw from this consent and waiver at any time and, upon request, the file will be transferred by the Firm as requested.

4. Notwithstanding the foregoing, the parties hereby request the Firm prepare the agreement as negotiated between the parties.

5. The parties agree to indemnify, save and hold harmless the Firm from and on account of any and all rights, claims, causes of action, losses or costs arising directly or indirectly from the Firm's preparation of this agreement and related documents as.

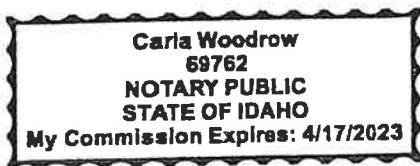
DATED this 3 day of March, 2021.

COTTLE FAMILY TRUST

By: Julene Cottle Hall
Julene Cottle Hall, Trustee

STATE OF IDAHO)
) ss.
County of Cassia)

On this 3 day of March, in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **JULENE COTTLE HALL**, known or identified to me to be the trustee of the **COTTLE FAMILY TRUST**, who subscribed said trust name to the foregoing instrument, and acknowledged to me she executed the same in said trust name.



Carla Woodrow
Notary Public for Idaho
Residing at Albion
My Commission expires on 4-17-23

ESTATE OF ALBERT JAY COTTLE

By: Julene Cottle Hall
Julene Cottle Hall, Personal Representative

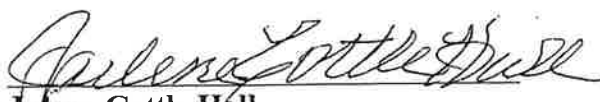
STATE OF IDAHO)
) ss.
County of Cassia)

On this 3 day of MARCH, in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **JULENE COTTLE HALL**, known or identified to me to be the personal representative of the **ESTATE OF ALBERT JAY COTTLE** who subscribed said Estate name to the foregoing instrument, and acknowledged to me that she executed the same in said estate name.



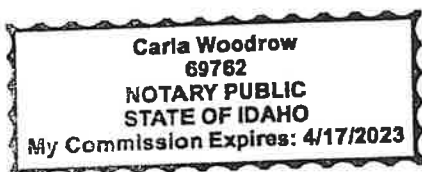
Carla Woodrow
Notary Public for Idaho
Residing at Albion
My Commission expires on 4-17-23

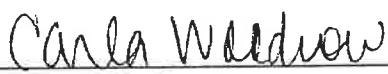
THE FOLLOWING, BEING ALL OF THE BENEFICIARIES
OF THE TRUST IDENTIFIED ABOVE AND THE ESTATE


Julene Cottle Hall

STATE OF IDAHO)
) ss.
County of Cassia)

On this 3 day of March, in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **JULENE COTTLE HALL**, known or identified to me to be the individual who subscribed her name to the foregoing instrument, and acknowledged to me that she executed the same in her name.




Notary Public for Idaho
Residing at Albion
My Commission expires on 4-17-23

Randy J. Cottle
Randy J. Cottle

STATE OF Utah)
County of Utah) ss.

On this 3 day of March, in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **RANDY J. COTTLE**, known or identified to me to be the individual who subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same in his name.



Logan Nelson
Notary Public for Utah
Residing at Provo, UT
My Commission expires on 04/20/2021

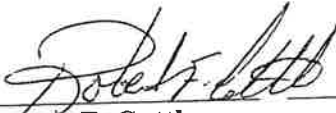
Lanae Cottle Glenn
Lanae Cottle Glenn

STATE OF Utah)
County of Cache) ss.

On this 5 day of March 2021, in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **LANAE COTTLE GLENN**, known or identified to me to be the individual who subscribed her name and acknowledged to me that she executed the same in her name.

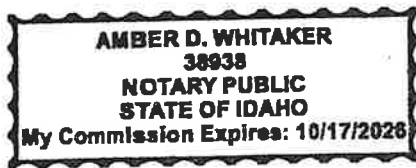


Kambreelee Carter
Notary Public for ~~Idaho~~ Utah
Residing at Cache County
My Commission expires on 03/20/2024


Robert F. Cottle

STATE OF Idaho)
) ss.
County of Cassia)

On this 3 day of March, in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **ROBERT F. COTTLE**, known or identified to me to be the individual who subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same in his name.




Notary Public for Idaho
Residing at Malta
My Commission expires on 10/17/2026

Julene Cottle Hall
1750 S. 1900 E.
Malta, ID 83342
435-881-5333

12 December 2024

To Whom It May Concern,

In order to avoid additional legal fees to do a second Amendment to the Trust Dispute Resolution Agreement (TEDRA), it is my wish to clarify a couple items to avoid any disputes.

First, there are two parcels of land which were missed and not included in the original TEDRA, signed by my hand, dated the 3rd day of March 2022 and filed with the Cassia County Magistrate Division on the 23rd day of March, 2021.

The Real Estate Parcels of concern are:

RP#14S28E196600
RP#14S28E302401

Let it be known, the two parcels should have been included under, paragraph 2(a), of the TEDRA, along with the other parcels of land transferred and conveyed to my son Robert F. Cottle.

Second, it is also my desire to clarify, in such case a dispute arises, concerning the following Real Estate Parcel.

#RP13S26E211200

This parcel of land is listed under, paragraph 2(a), in the TEDRA. Since then, I have deeded this parcel of land to my grandson, Justin Cottle, for the purpose of building a home and any other outbuildings he desires. Gift Deed was signed on the 31st day of January 2024 and filed with Cassia County.

To ensure my wishes are understood in the event of my passing, I have had this letter notarized.

Sincerely,

A handwritten signature in cursive script that reads "Julene Cottle Hall". The ink is dark and the signature is fluid, with the first and last names being more prominent than the middle name.

Julene Cottle Hall

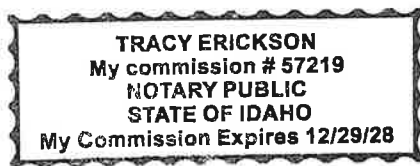
Dated this 12 day of December, 2024

Julene Cottle Hall
Julene Cottle Hall

STATE OF IDAHO)
) SS.
County of Cassia)

On this 12 day of December, 2024, before me and the undersigned, a Notary Public in and for the state, personally appeared Julene Cottle Hall, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledge to me that they executed the same.

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



Tracy Erickson
Notary Public for Idaho
Residing at Albion, Idaho
Commission Expires: 12/29/28

State of Idaho
Department of Water Resources

Water Right

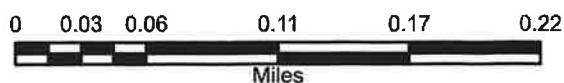
43-10102

DOMESTIC

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: 1/8/2026



Legend

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



State of Idaho
Department of Water Resources

Water Right

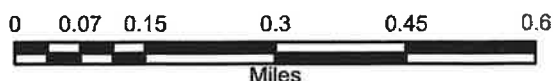
43-88, 43-412, 43-2271, 43-4191, 43-13421

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: 1/8/2026



Legend

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



Water Right

STOCKWATER

The map shows a section of the Colorado River, with the international border between the United States and Mexico marked by a line of white dots. The map is overlaid with a grid of 15-minute squares. The border runs from the bottom left towards the top right. The map includes labels for the 15-minute squares: 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100. The map also includes a scale bar and a north arrow.

Map center is in T14S R26E

The USDA/USDA Aerial Photography Field office asks to be credited in derived products.



Date created: 1/8/2026



Legend

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



State of Idaho
Department of Water Resources

Water Right

43-10508

STOCKWATER

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-ERS Aerial Photography Field Office is to be credited in derived products.



Legend

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



State of Idaho
Department of Water Resources

Water Right

43-4193

STOCKWATER

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: 1/8/2026



Legend

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



Wallace, Tyler

From: Wallace, Tyler
Sent: Tuesday, January 20, 2026 10:31 AM
To: IdwrPayable
Subject: Request for refund on notice of change in water right ownership

On January 9, 2026 the Department received a *Notice of Change in Water Right Ownership* from Robert and Sheryl Cottle to update the ownership on 9 water rights. However, upon review it was determined that one of the water rights (43-10102) could not be updated because it did not appear to be appurtenant to the property conveyed in the deed. Therefore, only 8 water rights were updated requiring a total fee of \$200. Since the fee paid at the time of submission was \$225, could you issue a refund for \$25 for the one water right that was not updated?

The fee was paid for by Robert and Sheryl Cottle with check #1620. The IDWR receipt number is S040889.

Thank you and let me know if you need any more information.



Tyler Wallace, Engineer Associate
Idaho Dept. of Water Resources, Southern Region
650 Addison Ave W Ste 500
Twin Falls ID 83301-5858
(208) 736-3033
tyler.wallace@idwr.idaho.gov



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

Governor Brad Little

Director Mathew Weaver

January 20, 2026

ROBERT COTTLE
SHERYL COTTLE
1792 S 1900 E
MALTA ID 83342

Re: Change in Ownership for Water Right No(s): 43-88, 43-412, 43-2271, 43-4191, 43-13421, 43-10501, 43-10508, 43-4193

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 that water right 43-10102 was not updated because it was determined that water right 43-10102 was not appurtenant to the property conveyed in the deed. A refund of \$25 has been requested and will be mailed to Robert and Sheryl Cottle under separate cover from the Idaho State Controller's Office.

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

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

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

Sincerely,

Tyler Wallace
Engineer Associate

Enclosure(s)

c:
Water District 143
Water District 43B
Water District 43C