

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUN 15 2026

## 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? |
|-----------------------|------------------------------|------------------------------|-----------------------|------------------------------|------------------------------|
| 11-8004               | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> | 11-7999               | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
| 11-4118               | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> | 11-8000               | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
| 11-7987               | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> | 11-8001               | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
| 11-7998               | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> | 11-8002               | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
| See Attached ment     | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> | 11-8003               | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |

2. Previous Owner's Name: For more Claim #'s  
Karolyn Alleman c/o Garth Alleman  
 Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Alleman Family Trust  
 New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or

1616 Lower Bern Road Bern ID 83220  
 Mailing address City State Zip  
208-317-5052 jalleman4424@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: 2-18-2025

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: [Signature] Trustee 6-15-2026  
 Signature of new owner/claimant Title, if applicable Date  
Garth Alleman  
 Print name
- Signature: [Signature] Trustee 6-15-2026  
 Signature of new owner/claimant Title, if applicable Date  
Jennifer Alleman  
 Print name

### For IDWR Office Use Only:

Received by MB Date 6/15/26 Receipt No. — Receipt Amt. N/A  
 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 —

Water Right Claim No.

11-8005

11-8006

11-8007

11-8008

11-1100

11-1109

11-8009

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

**INSTRUCTIONS FOR FILING A  
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP**

This form has been prepared to assist all claimants and owners of water rights to comply with the requirements of Idaho Code §§ 42-248 and 42-1409(6). All persons owning or claiming ownership of a water right or claim are required to provide notice to the Department of Water Resources (IDWR) of any change in ownership of any part of the water right or claim or of any change in the owner's mailing address within 120 days of the change. Forms to report ownership changes and/or to update an address are available on IDWR's website at [www.idwr.idaho.gov/forms/water-rights.html](http://www.idwr.idaho.gov/forms/water-rights.html). In addition, all new owners of water rights within a pending general adjudication area must inquire whether a notice of claim has been filed and, if not, shall file a notice of claim if necessary.

A notice is required for changes in ownership from one individual to another, from an individual to a business entity (even if the business is owned by the individual), or from one business entity to another (even if both businesses are owned by the same individual). Adding or removing a name is considered an ownership change which requires the submission of evidence to support the change and the filing fee.

Separate brochures describing the adjudication of water rights and the ownership change notice requirement are available from IDWR. Please contact your nearest IDWR office if you would like more information or need help completing this form. A list of IDWR offices is on page 2 of these instructions, or you can call 1-800-451-4129. Water right information can be found on the IDWR's website using the [Water Right and Adjudication Search](#).

**Please note:**

- Unlike licensed or decreed water rights, which are real property, water right permits, applications for new water rights, and applications to transfer existing water rights are considered the personal property of the permit holders/applicants. Permit holders and applicants must assign their interest in a permit and/or application to the new owner. Assignment forms are available on the IDWR's website at [www.idwr.idaho.gov/forms/water-rights.html](http://www.idwr.idaho.gov/forms/water-rights.html), or from any IDWR office. The fee for an Assignment of Permit is \$25. There is no charge for an Assignment of Application for Permit or Application for Transfer.
- If you want to change or add a point of diversion, place of use, season of use, or purpose of use of a water right, you must file an Application for Transfer. The ownership of a water right can also be updated through the transfer process.
- The combined portions of a divided ("split") water right cannot exceed the total flow rate, volume, or period of use of the original right.
- IDWR has no jurisdiction concerning easements, rights-of-way, and zoning matters. The buyer and seller must make these provisions where necessary.
- Any action by IDWR updating the ownership of a water right in IDWR's records is not a determination of water right ownership. Water right ownership disputes arising from a notice of change in water right ownership must be resolved in a water rights adjudication or in an action to quiet title.

**LINE INSTRUCTIONS:**

1. If there are water rights associated with the property, the seller should be able to provide you with the water right or adjudication claim number(s). You may have purchased only a portion of the water right(s) held by the seller. If so, the water right(s) held by the seller may need to be divided ("split") to provide you your share of each right. Mark the box "Yes" if a division of the water right is required.

If you receive water from a municipal provider, an irrigation district or other water delivery organization, and the water rights are held by the organization, please do not use this form to record a change. Please contact the water delivery organization to determine if any action is necessary.

If you or the seller believes there are water rights for the property but you do not know the numbers, you may contact IDWR for assistance in identifying the water rights for the property in question. If adjudication claims for the rights are required and have not been filed, IDWR will so advise you.

2. Fill in the name of the current water right holder/claimant.
3. Fill in each name as listed on the conveyance document and complete the current contact information. For water rights, IDWR will update the ownership to the individual(s)/entities listed on the conveyance document. For active adjudication claims, IDWR will update the claimant information to match the conveyance document unless the new claimant provides good cause for the variance.
4. You may have acquired only a portion of the water right(s) held by the seller. If you did not acquire the entire water right/property, please check the appropriate box. Water rights are often conveyed as an appurtenance to the land where they are used, and the conveyance document for the land often does not have specific language regarding the water right. Please read your deed or other conveyance document carefully to be sure. When the conveyance document does not specifically address water rights, it will be assumed that the water rights are to be split proportionate to the amount of land acquired.

5. Indicate the date the water rights and/or adjudication claims were conveyed to you. This may be the date of closing in the case of a real estate transaction, the date a contract was signed, or the date of a court order.
6. If you own the land identified as the water right place of use, mark the box "Yes". If you do not own the land identified as the water right place of use, mark the box "No". If you are filing a change in water right ownership and you do not own the land identified as the place of use for the water right, Idaho Code § 42-248(6) requires you to provide written notice of the change in water ownership to the landowner of record, as identified in the records of the county recorder. If you have provided the required written notice, attach evidence that you have done so. IDWR will return your Notice of Change in Water Right Ownership if you are required to provide written notice to the water right place of use landowner and no evidence is submitted.
7. **REQUIRED ITEMS:**

IDWR cannot process this change without **documentation of ownership**. The documentation may be in the form of a deed, court decree or other conveyance document. If you are submitting a quitclaim deed and the grantor's name does not match the water right holder of record, you will need to provide a chain of title that goes back to the water right holder/claimant of record. You may obtain this information from the assessor's office in the county where the property is located. Items that are **not** conveyance documents are deeds of trust, mortgages, purchase and sales agreements, and property tax notices.

Submit a **plat map, survey map, or aerial photograph** of the place of use for each water right or claim listed in item #1 (if necessary to clarify division of water rights or complex property descriptions). If your right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent aerial photograph with the irrigated acres outlined and point(s) of diversion clearly marked. You also have the option of printing a map using the [map tool](#) on IDWR's website. It is not necessary to obtain a new survey for purposes of this form before contacting IDWR.

The Idaho Legislature has waived the fee to file a Notice of Change in Water Right Ownership for any water right pending in a general water right adjudication such as the Snake River Basin Adjudication or the Northern Idaho Adjudication. This waiver ends when a partial decree is issued for the water right that has been claimed. For water rights not pending in a general adjudication, the **filing fee** is \$25 per water right, except for those water rights that will be divided as a result of the change in ownership. The filing fee for division of a water right is \$100 per water right.

If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. If you are unsure about the status of your water right in the Water Supply Bank, go to the [Water Supply Bank Lease Search](#), input your water right number, and click "Search.". Water rights with multiple owners must specify a designated lessor, using a completed [Lessor Designation](#) form. Each of the owners must sign the Lessor Designation form. Payment of revenue generated from any rental of a leased water right requires a completed [IRS Form W-9](#) for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s). If your water right is in the Water Supply Bank and you want to release it so you can use it, complete and submit the [Request to Release](#) form. Your water right may not be available for immediate release if rented by another water user.

8. One of the new owner(s) must sign the form in the space(s) provided. If someone other than the owner signs the notice, evidence of authority to sign for the owner must be attached. If the new owner is a corporation or other organization, the person signing the notice must be an officer of the corporation or otherwise have authority to sign for the organization and must include their title with the signature.

When you have completed the Notice of Change in Water Right Ownership, retain a copy and **file the original form, necessary attachments, and filing fee with the IDWR office nearest you. Ownership changes for water rights leased to the Water Supply Bank should be sent to the State Office.**

IDWR Northern Region  
7600 N Mineral Dr, Ste 100  
Coeur d'Alene, ID 83815-7763  
(208) 762-2800

IDWR Western Region  
2735 Airport Way  
Boise, ID 83705-5082  
(208) 334-2190

IDWR State Office  
322 E Front St, Ste 648  
PO Box 83720  
Boise, ID 83720-0098  
(208) 287-4800

IDWR Eastern Region  
900 N Skyline Dr, Ste A  
Idaho Falls, ID 83402-1718  
(208) 525-7161

IDWR Southern Region  
650 Addison Ave W, Ste 500  
Twin Falls, ID 83301-5858  
(208) 736-3033

## TRUST AGREEMENT

THIS TRUST AGREEMENT, made this 18<sup>th</sup> day of February, 2025, by and between Karolyn Alleman, of 1630 Lower Bern Rd, Bern, Bear Lake County, Idaho, and Garth Alleman and Jennifer Alleman, husband and wife, of 1616 Lower Bern Rd, Bern, Bear Lake County, Idaho, hereinafter called "Grantors," and Karolyn Alleman, of 1630 Lower Bern Rd, Bear Lake County, Idaho, and Garth Alleman and Jennifer Alleman, husband and wife, of 1616 Lower Bern Rd, Bern, Bear Lake County, Idaho, hereinafter called "Trustees,"

WITNESSETH, That

WHEREAS, The Grantors desire to create a trust effective this date and the above-named Trustee agrees to act as trustee thereof;

NOW THEREFORE, the parties mutually agree as follows:

### ARTICLE I

1. The Grantors are Karolyn Alleman, and Garth Alleman and Jennifer Alleman, husband and wife, residents of the State of Idaho. It is the intent of Grantors herein to benefit each other, and after their lifetimes to benefit Brent Alleman, grandson of Karolyn Alleman, and son of Garth Alleman and Jennifer Alleman.
2. It is the understanding of Grantors that all of their property is community property and any reference to separate property in this Trust Agreement is to take care of the contingency that after date hereof they receive separate property. Transfer of property to this trust is not intended to transmute the basic nature of this property. Grantors shall be responsible for payment of real property taxes of property transferred.
3. All property so transferred and delivered to Trustees shall, upon written acceptance thereof by the Trustees, constitute the trust estate and shall be held, managed and distributed as provided herein. This trust shall be known as the "ALLEMAN FAMILY TRUST, UTA 2 / 18 / 2025."

## ARTICLE II

1. The Trustees shall collect and receive all income, revenue and profits arising from, or accruing to said trust estate. Such sums from the income of the trust estate shall be paid to the Grantors, or any of them, in quarterly or other convenient installments, during their lifetime, or to such other person or persons and in such proportions as Grantors, or any of them, during their lifetime, may from time to time direct. Such sums from the principal of the trust estate not designated as the separate property of any Grantor shall be paid to the Grantors, or any of them, as Trustees may from time to time be directed by the Grantors, or any of them. Any designated separate property of any Grantor, which is a part of the trust estate, shall be separately accounted for and subject to removal only by the Grantor owning and depositing said separate property.

2. If any such proceeds, property, assets or income, whether or not designated as separate property, remain in the possession of the Trustees at the date of death of the Grantor who first dies, such funds and property shall be held in and constitute a part of the principal of the trust corpus.

3. Should the Trustees at any time consider the Grantors to be unable for any reason to direct Trustees with respect to disposition of such sums from the trust estate, the Trustees are authorized in their sole and absolute discretion to expend for the Grantors or any of them, such sums from the principal or income, as Trustees shall deem necessary or advisable for Grantors' support and maintenance, and in such event the Trustees may use such portion of the available income, and if not be sufficient, then principal, as Trustee deems necessary.

## ARTICLE III

As of the date of death of the Grantor who first dies, the surviving Grantors shall have the entire benefit of this trust, and this trust shall be held, applied and distributed in the following manner:

1. Trustees shall apply to or apply for the benefit of the surviving Grantors for so long as the said Grantors shall live in monthly or other convenient installments, at least annually, the net

income of the trust and such sums from the principal of said Trust without limitations, as the surviving Grantors may at any time or from time to time request.

2. Should the Trustees at any time consider the Grantors to be unable for any reason to direct Trustees with respect to disposition of such sums from the trust, the Trustees are authorized in their sole and absolute discretion to expend for Grantors such sums from income or principal as Trustees shall deem necessary or advisable for Grantors' support and maintenance, but not so as to eliminate any plan or governmental assistance for which surviving Grantors may have qualified, but such programs not considered, Trustees may use such portion of the available income, as sufficient, or principal, as Trustees deem necessary for the support, maintenance and health of surviving Grantors.

#### ARTICLE IV

1. Upon the death of the last surviving Grantor, and after payment of expenses of administration, the Trustee is to make the following distributions:

a. With reference to the tangible personal property, excluding farm machinery, of the Grantors, Grantors are designating either on the article, or by separate lists, the person to whom such articles of personal property should be gifted, and if all the articles of personal property are not so designated or not so listed, then they shall be disposed of as my Trustee(s) in their best discretion shall designate, having in mind the planned distribution as set forth above, Trustee(s) decision to be absolute and final.

b. It is the intent of the Grantors to provide for Garth and Jennifer Alleman to continue to farm the property of the trust and after they have all passed away, and for Brent to continue to farm the property of the trust. Therefore, Trustee(s) is/are to distribute the remainder of the trust estate to Brent Alleman after all Grantors have passed. Should Brent Alleman predecease Grantors, then the portion of this trust that would have gone to him shall go to Kami Grange and Katelyn Condie, in 50% of the trust each share and share alike. Brandon Alleman is specifically omitted from receiving any part of this trust. If any of these beneficiaries dies, then their share is

to be put back into the trust to be distributed to the rest of the beneficiaries. PROVIDED, HOWEVER, that should any of these beneficiaries have borrowed money from Grantors and not repaid at time of distribution, then that debt shall be deducted from his or her portion.

PROVIDED FURTHER, HOWEVER, that in the distribution, the Trustee(s) is/are hereby authorized and directed to use their best business judgment in any liquidation of Grantors' assets and in particular Grantors' farm and real property. In this respect, it is Grantors' observation that ultimately Grantors' real property should be liquidated and the proceeds distributed as herein provided. But, if in the reasonable business judgment of the Trustee(s), it is deemed best to retain my real property on a rental or other business basis, they are herewith authorized to so do. It is the objective of these directions to treat all of Grantors' beneficiaries fairly and to exercise the best reasonable business judgment that may be exercised.

2. No interest is to be paid on any distribution prior to the time it is made.

#### ARTICLE V

Neither the principal nor the income of the trust herein created shall be liable for the debts of any beneficiary nor shall the same be subject to seizure by any creditor or any beneficiary under writ or proceedings at law or in equity, nor bankruptcy proceedings, nor other legal process. No beneficiary shall have power to sell, assign, transfer, encumber, or in any manner to anticipate disposition of his or her interest in the trust estate or the income produced thereby.

#### ARTICLE VI

1. All receipts and expenditures shall be administered by the Trustee(s), subject to any limitations stated elsewhere herein and allocated as to principal and income as provided in the Uniform Principal and Income Act, being Chapter 10 of Title 68, Idaho Code, as now in effect and as it may hereafter be amended.

2. To carry out the purposes of this trust, and subject to any limitations stated herein, the Trustee(s) shall have the following powers and authority in addition to, and not as a restriction upon those now or hereafter conferred by law affecting the trust and the trust estate:

a. To hold the property, securities and assets received into this trust at its inception or subsequently added to it with the written approval and acceptance of the Trustee(s), including any and all property which said trust may acquire pursuant to law; and the assets may be retained even though they include an asset in which the Trustee(s) is/are otherwise interested.

b. With respect to securities deposited in trust, to exercise all the rights, powers and privileges of ownership, including the power to give proxies, pay assessments, and other sums deemed necessary by the Trustee for the protection of the trust estate; to have the right to vote corporate stock held in the trust in person or by special, limited or general proxy, with or without power of submission, or to refrain from voting, to participate in voting trust or trusts, reorganization, consolidation, merger, or liquidation and in connection therewith to deposit securities with and transfer title to any protective committee under such terms as the Trustee(s) may deem advisable, and to exercise or sell stock subscriptions of conversion rights for any of such securities. Trustee may hold securities or other trust property in its name as Trustee(s) hereunder, in its own name, or in the name of its nominee, or Trustee(s) may hold such securities unregistered in such condition that ownership pass by delivery.

c. To manage, control, sell, exchange, convey, encumber, partition, divide, subdivide, improve, develop, construct, alter, repair, rebuild, remove, grant options, and to sell upon contract any of such property; to carry such insurance on property of the trust estate as the Trustee(s) may deem necessary and advisable; to lease for terms within this trust and to create restrictions of easements affecting trust property; to settle boundary lines and easements and other rights with respect to property; to partition and join with co-owners and others in dealing with property in any way; and out of rents, profits or other income received, to set up reserves for taxes, assessments, insurance, maintenance of buildings and other property.

d. To invest and reinvest trust funds, either income or principal, in such properties or securities as a person of prudent and reasonable discretion might purchase for his own account, having regard not to speculation but to the permanent disposition of funds, including, but not by

way of limitation, real property, of interests therein, corporate bonds, debentures, mortgages, stocks, either preferred or common, and any Common Trust Fund administered by the Trustee(s) and securities of Trustee(s), and to hold any or all parts of the funds of the trust, uninvested for such periods as they shall deem advisable.

e. To abandon any real or personal property which the Trustee(s) may determine to be worthless, and any such determination made by the Trustee(s) is/are to be binding and conclusive upon all parties.

f. To advance funds to this trust for any trust purpose, such advances with interest at current rates to be a first lien upon and to be repaid out of the principal or income, and to reimburse itself from principal or income for any loss or expense incurred by reason of its ownership or holding of trust property.

g. To borrow money for any trust purpose upon such terms and conditions as the Trustee(s) may deem proper and to obligate the trust estate for repayment; to encumber the trust estate or any of its property by mortgage, deed of trust, pledge, or otherwise.

h. To enforce any claim or right of the trust by legal action or otherwise, and to compromise, discount, adjust, extend, or abandon any such claims, action or proceeding and to prosecute any action or proceeding which the Trustee(s) may deem necessary or advisable to protect, preserve, or recover the trust estate or any part thereof, and to execute and deliver all instruments which will accomplish or facilitate the exercise of the powers vested in the Trustee(s).

i. To require indemnity to Trustees' satisfaction before taking any step which may subject Trustee(s) to loss.

j. To employ such legal or other assistance as Trustee(s) may consider necessary and to do all things the Trustee(s) could do in the absence of the foregoing enumerated powers.

k. To purchase from said estate any item or asset of said estate for the appraised value of such item or asset as established in the appraisal of said estate property during the administration of said estate.

1. Upon division or distribution of the trust estate to partition, allocate, divide and distribute the trust estate in undivided interests, in money or in kind, or partially in money and partially in kind, in valuations determined by the Trustee(s). Trustee(s) may sell such property as the Trustee(s) deems necessary to make division or distribution of the trust estate and the decision of the Trustee(s) as to what constitutes a proper division of the trust estate shall be binding upon all beneficiaries.

m. To retain any business interest, as shareholder, security holder, creditor, partner, proprietor or otherwise, even though it may constitute all or a large portion of the trust estate; to participate in the conduct of any business or rely upon others to do so to take or delegate to others discretionary powers with respect to its management and affairs, including voting of stock, participating in voting trusts, and determining questions of policy; to execute partnership agreements and amendments thereto; to participate in any incorporation, reorganization, merger, consolidation, recapitalization, liquidation or dissolution of any business or any change in its nature; to invest additional capital in, subscribe to or buy additional stock or securities of, or make secured, unsecured, or subordinated loans to, any business with trust funds, to rely upon the reports of certified public accountants as to the operations and financial condition of any business, without independent investigation, to elect or employ, as directors, officers, employees, or agents of any business, and compensate, any persons including a trustee or a director, officer, or agent of a trustee; to deal with and act for any business in any capacity, including any banking or trust capacity and the loaning of money out of a Trustee's own funds and to be compensated therefor; and to sell or liquidate any interest in any business.

3. The Trustee(s) shall be Grantors during their lifetimes, and they shall be entitled to receive reasonable compensation for their services.

4. The Trustee(s) may from time to time render to the Grantors, or any of them, an account of their transactions as Trustee(s). The Grantors, or any of them, shall have full power to settle finally any such account and on the basis of such account, to release the Trustee(s),

individually and as Trustee(s), from all liability, responsibility or further accountability for Trustees' acts and omissions as Trustee(s). Such settlement and release by the Grantors, or any of them, shall be binding upon all income beneficiaries, remaindermen and other interested parties, even if then under legal disability or not as yet in being, and shall have the force and effect of a final decree, judgment or order of a court of competent jurisdiction rendered in an appropriate action or proceeding for an accounting in which jurisdiction was obtained of all necessary and proper parties. The foregoing provision, however, shall not preclude the Trustee(s) from having Trustees' accounts judicially settled if Trustee(s) shall so desire.

5. The Trustee(s) may resign as Trustee(s) at any time by so notifying in writing the Grantors, or the surviving Grantor if the Trustee(s) resign subsequent to the death of the Grantor who dies first. If Grantors are living, they may appoint a successor Trustee(s), and if one Grantor is deceased, the surviving Grantors may appoint a successor Trustee. A successor Trustee shall succeed as Trustee of this trust with the same authority and powers and subject to the same conditions as herein set forth.

6. In the event that Grantors or surviving Grantor are incapacitated to a degree that they cannot act as Trustees, and they have appointed no successor Trustee as in paragraph above provided, then the successor Trustee shall be Brent Alleman, as Trustee, or if they should cease to act or fail to qualify as Trustee, then a Trustee shall be appointed by a Court of competent jurisdiction.

## ARTICLE VII

1. This trust is revocable.

2. No gift is intended by either spouse upon the creation or termination of this Trust Agreement. All property transferred to this Trust will retain its character as community or separate property during the term of this Trust or upon revocation of the Trust. Any distribution of this trust during the lifetime of both Grantors shall be the community property of the Grantors.

3. The duties, responsibilities and rate of compensation of the Trustee shall not be altered or modified without its written consent.

4. The laws of the State of Idaho shall control the construction and interpretation of this Trust Agreement.

5. If anyone contests the validity or the plan of distribution of this Trust, then the Trustee(s) is/are authorized to adeem, withhold and give proportionally to the other beneficiaries that person's share.

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

  
KAROLYN ALLEMAN

  
GARTH ALLEMAN

  
JENNIFER ALLEMAN

"GRANTORS"

  
KAROLYN ALLEMAN

  
GARTH ALLEMAN

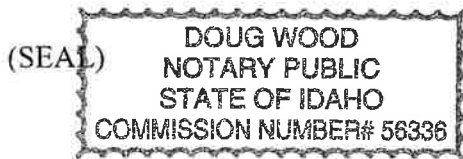
  
JENNIFER ALLEMAN

"TRUSTEES"

STATE OF IDAHO )  
County of Caribou )  
Bear Lake )

On this 18<sup>TH</sup> day of FEBRUARY, 2025, before me, the undersigned Notary Public in and for said county and state, personally appeared Karolyn Alleman, known or identified to me to be the person whose name 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.

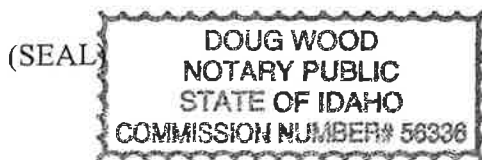


S.D. Wood  
NOTARY PUBLIC for Idaho  
Residing at: Soda Springs  
Commission Expires: June 24, 2028

STATE OF IDAHO )  
County of Caribou )  
Bear Lake )

On this 18<sup>TH</sup> day of FEBRUARY, 2025, before me, the undersigned Notary Public in and for said county and state, personally appeared Garth Alleman and Jennifer Alleman, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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



S.D. Wood  
NOTARY PUBLIC for Idaho  
Residing at: Soda Springs  
Commission Expires: June 24, 2028

Date: 5-2-2025 Instrument No.: 244896  
Submitted by: Flying S Title & Escrow

## QUIT-CLAIM DEED

THIS INDENTURE is made this 2<sup>nd</sup> day of May, 2025, between Karolyn Alleman of 1630 Lower Bern Rd., Bern, ID 83220, herein designated as Grantor, and ALLEMAN FAMILY TRUST, UTA 2/18/2025 of 1616 Lower Bern Rd., Bern, ID 83220; herein designated as Grantee:

Grantor, for valuable consideration, does by these presents, Remise, Release and forever Quit Claim unto Grantee and her heirs or assigns forever, the following described premises in the County of Bear Lake, State of Idaho, bounded and more particularly described as follows, to-wit:

SEE ATTACHED EXHIBIT A

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

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the Grantee and to her heirs or assigns forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set hand and seal the day and year first above written.

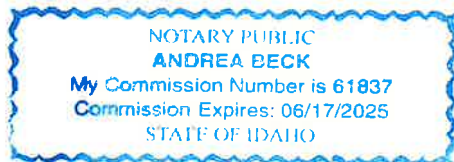
By Karolyn Alleman  
Karolyn Alleman

STATE OF IDAHO                    )  
                                                  )       ss  
County of Bear Lake        )

On this 2<sup>nd</sup> day of May, 2025, before me, the undersigned Notary Public in and for said county and state, personally appeared Karolyn Alleman, known or identified to me to be the person whose name 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)



Andrea Beck  
NOTARY PUBLIC for Idaho  
Residing at: Idaho  
Commission Expires: 6-17-2025

## Exhibit "A"

### PARCEL 1:

The NE $\frac{1}{4}$  of Section 30, Township 12 South, Range 44 East of the Boise Meridian in Idaho.

ALSO: Commencing at the NE corner of the NW $\frac{1}{4}$  of Section 30, Township 12 South of Range 44 East of Boise Meridian, and running thence West 11 rods; thence South 160 rods; thence East 11 rods; thence North 160 rods to the place of beginning.

ALSO: Commencing at the NW corner of the SE  $\frac{1}{4}$  of Section 30, Township 12 South of Range 44 East, of Boise Meridian, and running thence East about 65 rods to where it intersects Bear River; thence following the meanderings of said Bear River in a Southerly direction to a point where the Outlet of Bear Lake empties into said Bear River; thence following the meanderings of said Outlet of Bear Lake to where it intersects the quarter section line 46 rods South from the Northwest corner of the SE  $\frac{1}{4}$  of said Section 30; running thence North along said quarter Section line 46 rods to the place of beginning.

### LESS AND EXCEPTING:

Township 12 South, Range 44 East Boise Meridian, Bear Lake County, Idaho.

Section 30: NE  $\frac{1}{4}$  NE  $\frac{1}{4}$  .

ALSO EXCEPTING: Beginning at the N  $\frac{1}{4}$  corner of said Section 30, and running thence South 300 feet; thence East 1320 feet; thence North 300 feet; thence West 1320 feet to the point of beginning.

### PARCEL 2:

The NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 23, in Township 12 South of Range 43 East of the Boise Meridian in Idaho.

### PARCEL 3:

Township 12 South, Range 44 East of the Boise Meridian in Idaho

Section 19: NE $\frac{1}{4}$ NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ SE $\frac{1}{4}$ ; E $\frac{1}{2}$ SW $\frac{1}{4}$  ;

ALSO: THE SOUTH 511.29 FEET OF THE NE $\frac{1}{4}$ SE $\frac{1}{4}$

ALSO: COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 19, FROM WHICH THE NORTHEAST CORNER OF SECTION 19 BEARS NORTH 00°01'21" EAST; THENCE SOUTH 808.71 FEET; THENCE WEST 1450.44 FEET TO A 5/8" REBAR AND CAP LABELED "A.L.S., PLS 9163" AT A FENCE CORNER; THENCE NORTH 00°08'00" EAST 353.30 FEET ALONG A FENCE TO A 5/8" REBAR AND CAP; THENCE NORTH 00°23'30" EAST 820.00 FEET ALONG A FENCE TO A 5/8" REBAR AND CAP; THENCE NORTH 00°55'30" EAST 540.50 FEET ALONG A FENCE TO A 5/8" REBAR AND CAP; THENCE NORTH 01°19'00" EAST 178.50 FEET ALONG A FENCE TO A 5/8" REBAR AND CAP; THENCE NORTH 16°09'00" EAST 67.00 FEET ALONG A FENCE TO A 5/8" REBAR AND CAP; THENCE NORTH 192.00 FEET, MORE OR LESS TO THE NORTH BOUNDARY OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE SOUTH 89°16'58" EAST 1413.18 FEET TO THE SOUTHEAST CORNER OF THE NE  $\frac{1}{4}$  NE  $\frac{1}{4}$  OF SECTION 19; THENCE SOUTH 1322.12 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 19 AND THE POINT OF BEGINNING.

### PARCEL 4:

NW $\frac{1}{4}$ NW $\frac{1}{4}$ , Section 29, Township 12 South, Range 44 East, Boise Meridian.

PARCEL 5:

Township 12 South, Range 44 East of the Boise Meridian:

Section 17: SW $\frac{1}{4}$ SW $\frac{1}{4}$  lying South and East of the Bear River.

Section 18: All that part of the of the SE $\frac{1}{4}$ SE $\frac{1}{4}$  lying East of the Bear River.

Section 20: W $\frac{1}{2}$ W $\frac{1}{2}$

ALSO: Beginning at the Northwest corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 20, and running thence South 160 rods; thence East 73 rods 6 feet, more or less, to the West boundary of the Oregon Shortline Railroad right of way; thence Northwesterly along said right of way line to a point 15 rods East of the point of beginning; thence West 15 rods, to the point of beginning.

Instrument # 244896

BEAR LAKE COUNTY

05-02-2025 03:07:34 No. of Pages: 3

Recorded for: FLYING S TITLE AND ESCROW - MONTPELIER

Amy Bishop Fee: \$15.00

Ex-Officio Recorder Deputy: AB

Index to: QUIT CLAIM DEED

## QUIT-CLAIM DEED

THIS INDENTURE is made this 2<sup>nd</sup> day of <sup>May</sup>~~April~~, 2025, between Karolyn Alleman of 1630 Lower Bern Rd., Bern, ID 83220, herein designated as Grantor, and ALLEMAN FAMILY TRUST, UTA 2/18/2025 of 1616 Lower Bern Rd., Bern, ID 83220; herein designated as Grantee:

Grantor, for valuable consideration, does by these presents, Remise, Release and forever Quit Claim unto Grantee and her heirs or assigns forever, the following described premises in the County of Bear Lake, State of Idaho, bounded and more particularly described as follows, to-wit:

SEE ATTACHED EXHIBIT A

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

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the Grantee and to her heirs or assigns forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set hand and seal the day and year first above written.

By Karolyn Alleman  
Karolyn Alleman

STATE OF IDAHO )  
County of Bear Lake ) SS

On this 2<sup>nd</sup> day of <sup>May</sup>~~April~~, 2025, before me, the undersigned Notary Public in and for said county and state, personally appeared Karolyn Alleman, known or identified to me to be the person whose name 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  
ANDREA BECK  
My Commission Number is 61837  
Commission Expires: 06/17/2025  
STATE OF IDAHO

Andrea Beck  
NOTARY PUBLIC for Idaho  
Residing at: Idaho  
Commission Expires: 06-17-2025

## Exhibit "A"

## PARCEL 1:

The NE $\frac{1}{4}$  of Section 30, Township 12 South, Range 44 East of the Boise Meridian in Idaho.

ALSO: Commencing at the NE corner of the NW $\frac{1}{4}$  of Section 30, Township 12 South of Range 44 East of Boise Meridian, and running thence West 11 rods; thence South 160 rods; thence East 11 rods; thence North 160 rods to the place of beginning.

ALSO: Commencing at the NW corner of the SE  $\frac{1}{4}$  of Section 30, Township 12 South of Range 44 East, of Boise Meridian, and running thence East about 65 rods to where it intersects Bear River; thence following the meanderings of said Bear River in a Southerly direction to a point where the Outlet of Bear Lake empties into said Bear River; thence following the meanderings of said Outlet of Bear Lake to where it intersects the quarter section line 46 rods South from the Northwest corner of the SE  $\frac{1}{4}$  of said Section 30; running thence North along said quarter Section line 46 rods to the place of beginning.

## LESS AND EXCEPTING:

Township 12 South, Range 44 East Boise Meridian, Bear Lake County, Idaho.

Section 30: NE  $\frac{1}{4}$  NE  $\frac{1}{4}$  .

ALSO EXCEPTING: Beginning at the N  $\frac{1}{4}$  corner of said Section 30, and running thence South 300 feet; thence East 1320 feet; thence North 300 feet; thence West 1320 feet to the point of beginning.

## PARCEL 2:

The NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 23, in Township 12 South of Range 43 East of the Boise Meridian in Idaho.

## PARCEL 3:

Township 12 South, Range 44 East of the Boise Meridian in Idaho

Section 19: NE $\frac{1}{4}$ NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ SE $\frac{1}{4}$ ; E $\frac{1}{2}$ SW $\frac{1}{4}$  ;

ALSO: THE SOUTH 511.29 FEET OF THE NE $\frac{1}{4}$ SE $\frac{1}{4}$

ALSO: COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 19, FROM WHICH THE NORTHEAST CORNER OF SECTION 19 BEARS NORTH 00°01'21" EAST; THENCE SOUTH 808.71 FEET; THENCE WEST 1450.44 FEET TO A 5/8" REBAR AND CAP LABELED "A.L.S., PLS 9163" AT A FENCE CORNER; THENCE NORTH 00°08'00" EAST 353.30 FEET ALONG A FENCE TO A 5/8" REBAR AND CAP; THENCE NORTH 00°23'30" EAST 820.00 FEET ALONG A FENCE TO A 5/8" REBAR AND CAP; THENCE NORTH 00°55'30" EAST 540.50 FEET ALONG A FENCE TO A 5/8" REBAR AND CAP; THENCE NORTH 01°19'00" EAST 178.50 FEET ALONG A FENCE TO A 5/8" REBAR AND CAP; THENCE NORTH 16°09'00" EAST 67.00 FEET ALONG A FENCE TO A 5/8" REBAR AND CAP; THENCE NORTH 192.00 FEET, MORE OR LESS TO THE NORTH BOUNDARY OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE SOUTH 89°16'58" EAST 1413.18 FEET TO THE SOUTHEAST CORNER OF THE NE  $\frac{1}{4}$  NE  $\frac{1}{4}$  OF SECTION 19; THENCE SOUTH 1322.12 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 19 AND THE POINT OF BEGINNING.

## PARCEL 4:

NW $\frac{1}{4}$ NW $\frac{1}{4}$ , Section 29, Township 12 South, Range 44 East, Boise Meridian.

**PARCEL 5:**

**Township 12 South, Range 44 East of the Boise Meridian:**

**Section 17: SW¼SW¼ lying South and East of the Bear River.**

**Section 18: All that part of the of the SE¼SE¼ lying East of the Bear River.**

**Section 20: W½W½**

**ALSO: Beginning at the Northwest corner of the SE¼NW¼ of said Section 20, and running thence South 160 rods; thence East 73 rods 6 feet, more or less, to the West boundary of the Oregon Shortline Railroad right of way; thence Northwesterly along said right of way line to a point 15 rods East of the point of beginning; thence West 15 rods, to the point of beginning.**

## QUIT-CLAIM DEED

THIS INDENTURE is made this 2nd day of May, 2025, between Karolyn H. Alleman who also appears of record as Carol Alleman of 1630 Lower Bern Rd., Bern, ID 83220, herein designated as Grantor, and ALLEMAN FAMILY TRUST, UTA 2/18/2025 of 1616 Lower Bern Rd., Bern, ID 83220; herein designated as Grantee:

Grantor, for valuable consideration, does by these presents, Remise, Release and forever Quit Claim unto Grantee and her heirs or assigns forever, the 3/8 interest in the following described premises in the County of Caribou, State of Idaho, bounded and more particularly described as follows, to-wit:

SEE ATTACHED EXHIBIT A

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

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the Grantee and to her heirs or assigns forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set hand and seal the day and year first above written.

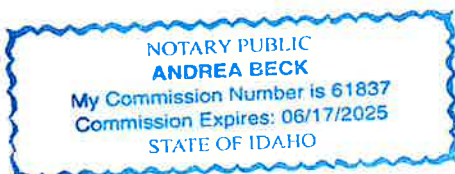
By Karolyn Alleman  
Karolyn Alleman

STATE OF IDAHO                     )  
                                                  )       ss  
County of Bear Lake            )

On this 2nd day of May, 2025, before me, the undersigned Notary Public in and for said county and state, personally appeared Karolyn Alleman, known or identified to me to be the person whose name 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)



Andrea Beck  
NOTARY PUBLIC for Idaho  
Residing at: Ovid, ID  
Commission Expires: 6-17-2025

## EXHIBIT A

An undivided  $\frac{3}{8}$  interest in and to the South 100 rods of the West half of the Southeast quarter and the East half of the Southwest quarter of Section 11, Township 10 South, Range 45 E.B.M., Caribou County, Idaho.

*Stacy Powell***QUIT-CLAIM DEED**

THIS INDENTURE is made this 2nd day of May, 2025, between Karolyn H. Alleman who also appears of record as Carol Alleman of 1630 Lower Bern Rd., Bern, ID 83220, herein designated as Grantor, and ALLEMAN FAMILY TRUST, UTA 2/18/2025 of 1616 Lower Bern Rd., Bern, ID 83220; herein designated as Grantee:

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TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the Grantee and to her heirs or assigns forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set hand and seal the day and year first above written.

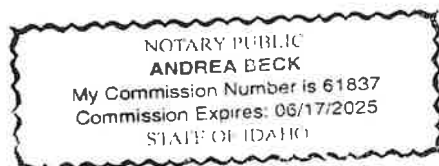
By Karolyn Alleman  
Karolyn Alleman

STATE OF IDAHO )  
 )  
County of Bear Lake ) ss

On this 2nd day of May, 2025, before me, the undersigned Notary Public in and for said county and state, personally appeared Karolyn Alleman, known or identified to me to be the person whose name 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)



Andrea Beck  
NOTARY PUBLIC for Idaho  
Residing at: Ovid, ID  
Commission Expires: 6-17-2025

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