

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**RECEIVED**

MAY 10 2018

Notice of Change in Water Right Ownership

1. **IDWR/NORTHERN** 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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
95-13254	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Jeanne Stout

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Stout Family Trust

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or ☐ and/or120 W. Riverside Ave.KerloggIdaho 83837

Mailing address

City

State

ZIP

1-208-783-4401

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: November 25th 2014

6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:

- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
- If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
- New lessor(s) of record will receive payment after the following rental season.

7. This form must be signed and submitted with the following **REQUIRED** items:

- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- Filing fee (see instructions for further explanation):
 - \$25 per *undivided* water right.
 - \$100 per *split* water right.
 - No fee is required for pending adjudication claims.

8. Signature: [Signature]

Signature of new owner/claimant

Co-Principal Representative

Title, if applicable

5/7/18

Date

Signature: _____

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by N/ADate N/AReceipt No. N/AReceipt Amt. N/AApproved by [Signature]Processed by [Signature]Date 6-7-2018



2481948000 DD

CO-PERSONAL REPRESENTATIVES' DEED

THIS DEED is made by Jerry L. Cobb and Ross A. Stout as co-personal representatives of the estate of Jeanne B. Stout, deceased, Grantor, to Jerry L. Cobb and Ross Allen Stout, Co-Trustees of the Stout Family Trust, Grantee, whose current address is c/o Jerry L. Cobb, 120 W. Riverside Ave., Kellogg ID 83837.

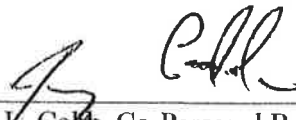
WHEREAS, Grantor is the qualified personal representative of said estate, filed as Case No. CV2014-00022, in the Second Judicial District of the State of Idaho, Latah County, Idaho;

THEREFORE, for valuable consideration received, Grantor quitclaims, transfers, and conveys to Grantees the following described real property in the County of Kootenai, Idaho:

Lots 13 and 14, MOLSTEAD'S BEACH LOTS, in Section 35, Township 50 North, Range 3 West, Boise Meridian.

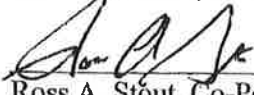
with all appurtenances.

DATED: 12-17-14



Jerry L. Cobb, Co-Personal Representative of the Estate of
Jeanne B. Stout, deceased.

DATED: 12-17-14

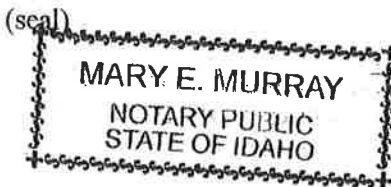


Ross A. Stout, Co-Personal Representative of the Estate of
Jeanne B. Stout, deceased.

STATE OF Idaho
: ss
COUNTY OF Shoshone

On this 17th day of December, 2014, before me, the undersigned, a notary public in and for said state, personally appeared Jerry L. Cobb, known or identified to me to be the person whose name is subscribed to the within instrument, as Co-Personal Representative of the Estate of Jeanne B. Stout, deceased, and acknowledged to me that he executed the same as such Co-Personal Representative.

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





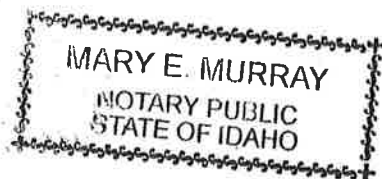
NOTARY PUBLIC
Residing at: Shoshone, Id.
My Commission Expires: July 15 2018

STATE OF Idaho)
COUNTY OF Shoshone : SS

On this 17th day of December, 2014, before me, the undersigned, a notary public in and for said state, personally appeared Ross A. Stout, known or identified to me to be the person whose name is subscribed to the within instrument, as Co-Personal Representative of the Estate of Jeanne B. Stout, deceased, and acknowledged to me that he executed the same as such Co-Personal Representative.

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

(seal)



Mary E. Murray
NOTARY PUBLIC
Residing at: Mullan, Id
My Commission Expires: July 15 2018

TRUST AGREEMENT

THIS AGREEMENT, made and executed this 25th day of November, 2014, by and between:

Jerry L. Cobb and Ross A. Stout, as Co-Personal Representatives of
The Estate of Jeanne B. Stout
hereinafter called the "Trustor,"

and

Jerry L. Cobb and Ross Allen Stout
hereinafter called the "Co-Trustees."

WITNESSETH:

I. TRUST ESTATE

Trustor hereby transfers, assigns and delivers to Co-Trustees the property as set out in Exhibit A hereto. Trustor may hereafter transfer additional property to Co-Trustees. All property so received by Co-Trustees shall be held by Co-Trustees, in trust, subject to the terms and conditions of this Trust Agreement and, together with any cash, securities or other properties or investments which Trustee hereafter holds or acquires, shall be referred to as the "Trust Estate." This trust shall be known as the Stout Family Trust.

II. ADMINISTRATION OF TRUST

All real property held by this trust, located in Kootenai and Shoshone counties, Idaho, shall be held for the benefit of Mary Louise Cobb, Jerry L. Cobb, Jeffrey J. Cobb, and Ross Allen Stout. The net income from the rental properties in Shoshone County shall be utilized to care for the Shoshone and Kootenai County properties. The real property shall not be sold during the lives of Mary Louise Cobb, Jerry L. Cobb, Jeffrey J. Cobb, or Ross Allen Stout, without One Hundred Percent (100%) of the then beneficiaries approving the sale. Said properties may continue to be held after the death of Mary Louise Cobb, Jerry L. Cobb, Jeffrey J. Cobb, and Ross Allen Stout, for the benefit of their children; however, the beneficiaries at the time of the death of all of Mary Louise Cobb, Jerry L. Cobb, Jeffrey J. Cobb, and Ross Allen Stout, shall have the right to make a decision as to how to manage the property, including the sale of the property. Each of the named beneficiaries shall have one vote. In the event that any beneficiary elects to sell their interest in the property in this trust, they shall first be required to offer it to the rest of the beneficiaries so that the property has a chance of staying in the family lineage. In the event any beneficiary's interest is sold or transferred to anyone other than a lineal descendant, the recipient of said interest shall have only the right to receive their share of the net distributed income from the trust, and shall have no right to utilize any of the real property held in the trust in any form.

The initial Co-Trustees of this Trust shall be Jerry L. Cobb and Ross Allen Stout.

III. ALTERNATE TRUSTEE AND TRUSTEE'S POWERS

3.1 Alternate Trustee.

3.1.1 If Jerry L. Cobb cannot act as a Co-Trustee, then Jeffrey J. Cobb shall act as a Co-Trustee. In the event Ross Allen Stout cannot act as a Co-Trustee, then Mary L. Cobb shall act as a Co-Trustee. In the event that none of them is able to act, they may appoint, in a testamentary document or otherwise, a successor trustee. In the event no successor trustee is appointed, the remaining beneficiaries at the death of Mary Louise Cobb, Jerry L. Cobb, Jeffrey J. Cobb, and Ross Allen Stout, shall vote and elect two trustees to handle the property.

3.1.2 A successor Trustee shall have no obligation to determine the accuracy or propriety of any act or omission of a predecessor Trustee and shall have no liability or obligation arising out of any act or omission occurring prior to his, her or its assumption of duties as a Trustee.

3.2 Trustee's Powers. Trustee shall manage and control the trust property in accordance with the standards of a prudent business person in the management and operation of their own property; shall have complete power and authority, in Trustee's discretion, to retain assets received; to sell, convey, exchange, lease or encumber trust property on such terms and conditions as Trustee deems advisable; to invest and reinvest the assets in properties of all kinds; to settle and compromise claims on such terms as Trustee deems advisable; to enter into and conclude mergers, consolidations and/or reorganization agreements affecting any asset or assets at any time held in the Trust Estate; and to participate in the establishment of a partnership, division or sale of partnership assets, dissolution and liquidation of a partnership or corporation, incorporation of a partnership or any other arrangement or rearrangement. Trustee may cause any securities or other property held to be registered and held in bearer form, in the name of a nominee or in unregistered form and may vote in person or by proxy at corporate or other meetings. Trustee may borrow money for any purposes Trustee deems necessary or desirable, including but not limited to margin borrowing, and may mortgage, pledge, grant security interests in or hypothecate any real or personal property at any time forming a part of the Trust Estate and may loan money of the Trust Estate, all upon such terms and conditions as Trustee deems advisable; provided, that the same be for the benefit of the Trust Estate. Trustee may employ agents, advisors and attorneys in the management of the trust property and delegate discretionary authority to them, and expenses therefor shall be borne by the Trust Estate. If more than one person is serving as a Trustee, the co-Trustees may authorize any one or more co-Trustee to execute checks, make deposits or withdrawals, sell trust assets or otherwise sign documents and instruments and issue instructions on behalf of all co-Trustees and the Trust Estate. In no event shall any person dealing with Trustee be obligated to see to the application of the purchase price or any other moneys or properties disposed of or acquired by Trustee. Trustee is authorized to make and participate in making elections pertaining to determination of the amount of or method of payment of federal estate and/or state inheritance taxes. Any partial or final division or distribution of the Trust Estate may be made by Trustee in kind, that is, in real estate, stocks, bonds, mortgages or other securities or property belonging to the Trust Estate, according to Trustee's

absolute discretion, and such property shall be taken at the then market value or, if there be no readily ascertainable market value, at such value as Trustee may establish therefor. Trustee shall be entitled to reasonable compensation from time to time for Trustee's services. Trustee shall have the right to resign at any time by giving written notice to all income beneficiaries and the successor trustee named herein. A successor trustee shall have all rights, powers, privileges and discretion conferred herein. If no trustee is named herein to succeed a named trustee, the trustee acting shall have the authority to appoint a successor trustee.

No bond or other security shall be required of Trustee. Trustor hereby relieves Trustee from any duties imposed by law insofar as making reports and accounts are concerned, except that Trustee shall at all times maintain accurate records of trust income, gains, expenses and losses, and hold the trust books and records open and subject to inspection by the beneficiaries, their agents or lawful representatives, and upon written request from any of such persons, Trustee shall give such person a full, complete and accurate accounting of the trust hereby created. During the period of the Trust, any capital gains obtained, stock dividends received, or discounts obtained shall be credited to the principal of the Trust Estate. In determining net income, Trustee shall make reasonable allowances for depletion and depreciation in accordance with good accounting practices. Trustee shall have the right and power to apportion income, deductions, losses and credits among the beneficiaries in such manner as Trustee, in Trustee's sole discretion, deems proper and consistent with the terms of this Trust Agreement. The requirements or provisions of the Uniform Trustee's Accounting Act or any other trustee's accounting act under the laws of the State of Idaho or any other laws of like or similar import are hereby waived as to any individual Trustee.

IV. SPENDTHRIFT PROVISION

4.1 Spendthrift Clause. The beneficial interest in principal or income hereunder of any beneficiary or beneficiaries shall not be subject to the claims of the respective beneficiary's creditors or others, nor to legal process, and shall not be voluntarily or involuntarily assigned, alienated or encumbered in any manner whatsoever.

V. MISCELLANEOUS PROVISIONS

5.1 This Trust may not be amended, except as might be deemed necessary by One Hundred Percent (100%) of all named beneficiaries to fulfill the intent of Jeanne B. Stout.

5.2 This Trust is intended for the benefit of Mary Louise Cobb, Jerry L. Cobb, Jeffrey J. Cobb, and Ross Allen Stout, and for the benefit of no other person, persons, or entities, whether or not such a person or persons be a member or members of Trustor's family.

5.3 If a court of competent jurisdiction rules invalid or unenforceable any of the provisions of this Trust Agreement, the remainder thereof shall nevertheless be given full force and effect.

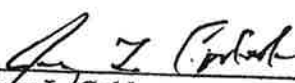
5.4 All questions pertaining to the validity, interpretation, construction and administration of this Trust Agreement shall be determined in accordance with the laws of the State of Idaho.

5.5 Except where the context indicates otherwise, words in the singular include the plural and words in the masculine gender include the feminine and vice versa.

5.6 The captions contained herein are for convenience and reference only and shall not be used to construe any provisions.

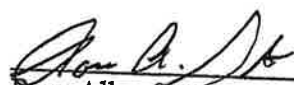
IN WITNESS WHEREOF, the Trustor and Trustee have caused this Agreement to be executed on the day and year first above written.

The Estate of Jeanne B. Stout


By Jerry L. Cobb, Co-Personal
Representative of the Estate of
Jeanne B. Stout, TRUSTOR


Jerry L. Cobb, CO-TRUSTEE


By Ross Allen Stout, Co-Personal
Representative of the Estate of
Jeanne B. Stout, TRUSTOR

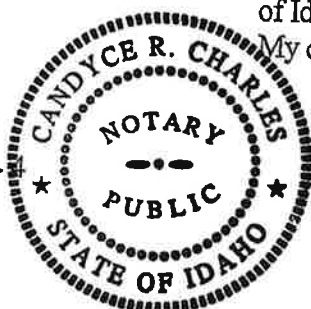

Ross Allen Stout, CO-TRUSTEE

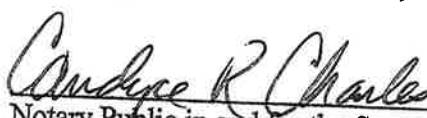
STATE OF IDAHO)
) ss.
County of Shoshone)

I certify that I know or have satisfactory evidence that Jerry L. Cobb signed this instrument as Trustor and Co-Trustee and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.



TRUST AGREEMENT -




Notary Public in and for the State of Idaho,
of Idaho, residing at Osburn, ID.
My commission expires: 7/24/19

STATE OF IDAHO)
County of Shoshone) ss.

I certify that I know or have satisfactory evidence that Ross Allen Stout signed this instrument as Trustor and Co-Trustee and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 25 day of November, 2014.

(seal)

Candace R Charles
Notary Public in and for the State of Idaho,
of Idaho, residing at Osburn, ID.
My commission expires: 7/24/2019

EXHIBIT A

The following-described real property is located in the County of Kootenai, State of Idaho, to-wit:

Lots 13 and 14, MOLSTEAD'S BEACH LOTS, in Section 35, Township 50 North, Range 3 West, Boise Meridian.

The following-described real property is located in the County of Shoshone, State of Idaho, to-wit:

Rutter's Tract C, situated in the SE1/4 of the NE1/4 of Section 6, Township 48 North, Range 3 E.B.M., and located in the County of Shoshone, State of Idaho.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region • 7600 N MINERAL DR STE 100 • COEUR D ALENE, ID 83815-7763

Phone: (208)762-2800 • Fax: (208)769-2819 • Website: www.idwr.idaho.gov

C.L. "Butch" Otter
Governor

Gary Spackman
Director

June 07, 2018

STOUT FAMILY TRUST
C/O JERRY L COBB
120 W RIVERSIDE AVE
KELLOGG ID 83837-2351

Re: Change in Ownership for Water Right No(s): 95-13254

Dear Water Right Holder(s):

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

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

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

If you have any questions concerning the enclosed information, please contact me at (208) 762-2808.

Sincerely,

Dawn Lenon
Technical Records Specialist I

Enclosure(s)