

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
MAY 29 2015
DEPARTMENT OF
WATER RESOURCES

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 #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
74-7325	Yes ☒	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Clements F. Zook and Dorothy J. Zook
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): The David C. Zook Living Trust, Penny Ogden Edwards
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- 2330 S. 350 W. Perry UT 84302
Mailing address City State ZIP
- (435) 730-1730 pjane48@hotmail.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: March 19, 2014
6. 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. 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. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
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: Penny Ogden Edwards Title, if applicable: Successor Trustee Date: 15 May 2015
Signature of new owner/claimant
- Signature: David C. Zook Title, if applicable: Personal Representative Date: 15 May 2015
Signature of new owner/claimant

For IDWR Office Use Only:

Received by: [Signature] Date: 5/21/2015 Receipt No. E041065 Receipt Amt. \$25 -

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: [Signature] Date: 8-10-15

State of Idaho) SS No. **255996**
County of Lemhi)

This instrument was filed for record at the request
of David C Zook
at 10:25 o'clock a m 9-18 2003

and duly filmed and indexed in the records of Lemhi
County Terri J. Morton
Ex-Officio Recorder

By Brenda Johnson Deputy
Fee 8.00

Return to _____

RECEIVED
BLM ISO MR

AUG 29 2003

9:00 A.M.

August 27, 2003

United States Department of Interior
Bureau of Land Management
Idaho State Office, Mining Claims
1387 South Vinnell Way
Boise, Idaho 83709

RE: United States Mining Laws of May 10, 1872, as amended (30 U.S. C. 22 et seq.)
Annual Maintenance Fees to Hold Non-patented Mining Claims for 2004 Assessment Year

PROPERTY DESCRIPTION: Mountain Boy Mining Claims Group, Located in Township 13
North and 26 East, Texas Mining District, Lemhi County, State of
Idaho

In conformity with the referenced statutes and regulations governing mineral rights and mining
claim ownership on federal lands under jurisdiction of the United States Department of Interior
and administered by the Bureau of Land Management ("BLM"), we, the following recorded
claimant owners, enclose with this letter payment of the annual maintenance fee (*in lieu of filing
Maintenance Fee Waiver Certification*) as required on or before Tuesday, September 2, 2003, for
continued holding of six mining claims and one mill site throughout the 2004 Assessment Year:

Mountain Boy Mining Claims Group:

Subject mining claims, including mill site and as described below, are cataloged as the "Mountain
Boy Mining Claims Group"; (a) located Township 13 and 26 East, Lemhi County, State of Idaho;
(b) duly recorded as official public record, and (c) filed with the BLM under the following named
descriptions, identified further by Idaho Mining Claim (IMC) Serial Numbers assigned by the BLM:

Mining Claims and Mill Site Names

- Ora Number I Claim
- Ora Number II Mining Claim
- Iron Dyke Lode Mining Claim
- Silver Bell Number II Mining Claim
- Hembree Mill Site
- San Joaquin Mining Claim
- Trumpet Mining Claim

BLM-IMC Serial Numbers

- Serial Number: 40240
- Serial Number: 40241
- Serial Number: 40242
- Serial Number: 40243
- Serial Number: 40245
- Serial Number: 40246
- Serial Number: 40247

Please find attached personal check No. 5795, payable to the order of the BLM, in the total
amount of \$700.00, and representing payment in full the prescribed maintenance fees (i.e.,
\$100.00 per mining claim and mill site) for application toward the above-itemized land parcels.

Yours truly,

Dorothy J. Zook
Dorothy J. Zook, Joint Claimant Owner
P.O. Box 183
Leadore, Idaho 83464

Penny J. Ogden-Edwards
Penny J. Ogden-Edwards, Joint Claimant Owner
2330 South 350 West
Perry, Utah 84302

David C. Zook
David C. Zook, Joint Claimant Owner
728 South 725 East
Brigham City, Utah 84302

Enclosure

RECEIVED
BLM-IDAHO STATE OFFICE
REF FILE 40240
PAGE 1 OF 1

AUG 29 2003

REC \$ 700 APLD \$ 700
REF \$ _____ SHORT \$ _____
BY JS ☒ CHECK ☐ CASH ☐ MFO ☐ CO
PHONE # _____
Rec # 742523

FILED 8-7-2000

TIME

LEMH COUNTY CLERK

BY B. M. England DEPUTY

Milton A. Slavin
 Attorney at Law
 116 North Center Street
 Salmon, Idaho 83467
 Telephone: 208-756-2030
 ISBN 1517

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF
 THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LEMHI

In the Matter of the Estate
 of:

Case No. SP-00-47

CLEMENTS FRANKLIN ZOOK,

**DECREE VESTING ESTATE
 IN SURVIVING SPOUSE**

Deceased.

Upon consideration of the Petition for Summary Administration of Estate in Which Surviving Spouse is Sole Beneficiary filed by DOROTHY J. ZOOK on the 26th day of June 2000, the Court finds that:

1. The facts set forth in the Petition are true.
2. The required notice has been given or waived.
3. The Decedent, CLEMENTS FRANKLIN ZOOK died on the 10th day of May 2000,

while domiciled in Leadore, Lemhi County, Idaho.

4. Venue is proper.

DECREE VESTING ESTATE

244984
 28 May
 Instrument was filed for record of the
Milton A. Slavin
 11-22-2000 At 8-7-2000
 Not duly filed and indexed in the records of
 Clerk
 Test J. Worick
 Ex-Officio Recorder
Franklin Vesting
 15th

PAGE 1

5. The Decedent, CLEMENTS FRANKLIN ZOOK and DOROTHY HAYS ZOOK, were duly married at Salmon, County of Lemhi, State of Idaho on the 9th day of September 1936, and remained married until the date of Decedent's death.

6. The surviving spouse, DOROTHY J. ZOOK, is the sole heir or devisee of the Decedent.

7. The Decedent died testate, leaving a will dated February 18, 1987. The Will was validly executed and is the Last Will and Testament of the Decedent.

8. The schedule of property attached to this Decree is a full and complete inventory of the property owned by the Decedent and the character of the property is community.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:

1. That the Petitioner, DOROTHY J. ZOOK, is the surviving spouse of the Decedent and is the sole heir or devisee of the Decedent.

2. The property of the Decedent described hereinabove is hereby vested in and distributed to DOROTHY J. ZOOK, free and clear of all right, title, claim or demand of any person or persons claiming or attempting to claim under the Estate of the Decedent as heir, devisee, or otherwise, except as a proper creditor.

3. The surviving spouse shall assume and be liable for any and all indebtedness that might be a claim against the estate of the Decedent.

4. That any other community property not now known or discovered which may belong to said decedent or said estate and the petitioner, or in which the said decedent and petitioner may

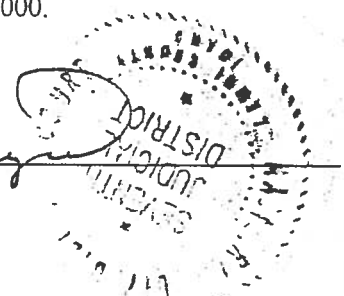
244984

have an interest, be, and the same hereby is distributed and vested in DOROTHY J. ZOOK,
absolutely.

5. There shall be no further administration of the Estate of the Decedent.

DATED this 7 day of Aug 2000.


JERRY R. MEYERS
Magistrate Judge



sumpro\ZOOK\dve\1202-99

244984

SCHEDULE OF COMMUNITY PROPERTY
CLEMENTS FRANKLIN ZOOK
(DOD 05-10-00)

REAL PROPERTY:

Parcel #1:

A fraction of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 28, T. 16 N., R. 26 E., Boise Meridian, more particularly described as follows, to-wit:

Commencing at the Northwestern corner of Clarks Addition to the Village of Leadore, run thence easterly along the northerly boundary of Clarks Addition, 275.0 feet; thence N. 29° 46' E. 251.4 feet to the point of beginning and the Southwesterly corner of the tract of land herein described; continuing thence N. 29° 46' E. 213.3 feet to a point on the Southerly right-of-way line of Idaho State Highway No. 28; thence S. 48° 16' 30" E. Along said right-of-way line 208.7 feet; thence S. 29° 46' W. 213.3 feet; thence N. 48° 16' 30" W. 208.7 feet to the point of beginning. Containing 1.0 acres, all in Lemhi County, Idaho.

Parcel #2:

A fraction of the NE $\frac{1}{4}$ -SW $\frac{1}{4}$ of Section 28, Township 16 North, Range 26 East, Boise Meridian, More particularly described as follows, to wit:

Commencing at the intersection of the northerly boundary of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 28 and the southerly right-of-way line of Idaho State Highway No. 28, run thence South 48° 17' E. Along said right of way line 1131.8' to the point of beginning. Continuing S. 48° 17' for a distance of 48.0', thence S. 29° 46' W. 208.7', thence N. 48° 17' W., 48', thence N. 29° 46' E. A distance of 208.7' to the point of beginning.

Estimated Value: \$ 100,000.00

PERSONAL PROPERTY:

Bank Accounts:

USBancorp - Salmon Branch
Checking Account
Certificates of Deposit
Savings Account

244984

Automobiles:

1995	Oldsmobile Sedan	1G3NL55D4SM340625
1977	Chevrolet Pick up	CKL147F377943
1967	Datsun	L520-027690

Miscellaneous:

Household Furnishings
Miscellaneous garage and yard items
Personal Effects

Deed of Distribution
By Personal Representative

This Deed, made by DAVID C. ZOOK, as Personal Representative of the Estate of DOROTHY J. ZOOK a/k/a DOROTHY JANE ZOOK, deceased, Grantor, to DAVID C. ZOOK, a single man, whose address is P.O. Box 183, Leadore, Idaho 83464.

Whereas, Grantor is the qualified Personal Representative of said Estate, filed as Probate Number CV-14-37, Lemhi County, Idaho; and

Whereas, Grantee is entitled to distribution of the hereinafter described real property;

Therefore, for valuable consideration received, Grantor hereby transfers and conveys to Grantee the following described real property in Lemhi County, Idaho:

Parcel No. 1: T-1492 28 16 26

A fraction of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 28, Township 16 North, Range 26 East, Boise Meridian, more particularly described as follows, to-wit:

Commencing at the Northwestern corner of Clark's Addition to the Village of Leadore, run thence Easterly along the Northerly boundary of Clark's Addition, 275.0 feet; thence North 29° 46' East 251.4 feet to the point of beginning and the Southwesterly corner of the tract of land herein described; continuing thence North 29° 46' East 213.3 feet to a point on the Southerly right-of-way line of Idaho State Highway No. 28; thence South 48° 16' 30" East. Along said right-of-way line 208.7 feet; thence South 29° 46' West 213.3 feet; thence North 48° 16' 30" West 208.7 feet to the point of beginning. Containing 1.0 acre, all in Lemhi County, Idaho.

Parcel No. 2: T-2390 28 16 26

A fraction of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 28, Township 16 North, Range 26 East, Boise Meridian, more particularly described as follows, to-wit:

Commencing at the intersection of the Northerly boundary of NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 28 and the Southerly right-of-way line of Idaho State Highway No. 28, run thence South 48° 17' East. Along said right-of-way line 1131.8 feet to the point of beginning. Continuing South 48° 17' for a distance of 48.0 feet, thence South 29° 46' West 208.7 feet, thence North 48° 17' West, 48', thence North 29° 46' East; A distance of 208.7 feet to the point of beginning.

Dated: the 21st day of FEBRUARY 2014.

David C. Zook
DAVID C. ZOOK, Personal Representative of the
Estate of DOROTHY J. ZOOK, deceased.

STATE OF UTAH)
County of Box Elder) ss.

On this 21st day of February, 2014, before me, a Notary Public in and for said State, personally appeared DAVID C. ZOOK, known to me to be the person whose name is subscribed to the within instrument as the Personal Representative of the Estate of DOROTHY J. ZOOK, deceased, and acknowledged to me that he executed the same as such personal representative.

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

 ANDREA MCCARREY
Notary Public
State of Utah
My Commission Expires Jan 22, 2018
Commission No. 673149

Andrea McCarrey
Notary Public for State of Utah
Residing at Bingham City UT
My Commission Expires: 1/22/18

STATE OF UTAH
CERTIFICATION OF VITAL RECORD

CERTIFICATE OF DEATH

State File Number: 2014005399

David Clements Zook

DECEDENT INFORMATION

Date of Death:	April 22, 2014	Time of Death:	18:46
City of Death:	Brigham City	County of Death:	Box Elder
Age:	72	Date of Birth:	December 14, 1941
Place of Birth:	Salmon, Idaho	Sex:	Male
Armed Services:	No	Marital Status:	Never Married
Spouse's Name:		Usual Occupation:	Financial Consultant
Industry/Business:	Banking	Education:	Master's Degree
Residence:	Brigham City, Utah	Father's Name:	Clements Franklin Zook
Mother's Name:	Dorothy Jane Hays	Facility Type:	Home
Facility or Address:	728 South 725 East		

INFORMANT INFORMATION

Name:	Penny Jane Edwards	Relationship:	Sister
Mailing Address:	2330 South 350 West, Perry, Utah 84302		

DISPOSITION INFORMATION

Method of Disposition: Burial/Removal
Place of Disposition: Yearian Cemetery, Leadore, Idaho
Date of Disposition: May 5, 2014

FUNERAL HOME INFORMATION

Funeral Home: Myers Mortuary - Brigham City
Address: 205 South 100 East, Brigham City, Utah 84302
Funeral Director: Gregory R Myers

MEDICAL CERTIFICATION

Medical Professional: Lance R Bryce MD, 984 South Medical Dr. #2, Brigham City (Box Elder), Utah 84302

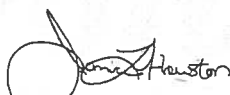
CAUSE OF DEATH

Respiratory failure [Onset: 4 Minutes]
Due to (or as a consequence of): Metastatic Melanoma Cancer [Onset: 4 Months]
Other significant conditions: Malnutrition
Tobacco Use: Did not Contribute
Medical Examiner Contacted: Yes Autopsy Performed: No Manner of Death: Natural

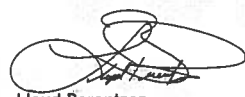
Date Registered: April 28, 2014

Date Issued: April 28, 2014

This is an exact reproduction of the facts registered in the Utah State Office of Vital Records and Statistics.
Security features of this official document include: Intaglio Border, V & R images in top cycloids, and intaglio microtext.
This document displays the date, seal and signature of the Utah State Registrar and the County/District Health Officer.


Janice L. Houston
State Registrar
Rev 6/13




Lloyd Berentzen
Director/Health Officer
County/District Health Department


Bear River
Health Department

TRUST AGREEMENT

THE DAVID C. ZOOK LIVING TRUST

THIS TRUST AGREEMENT is made and entered into this 19th day of March, 2014 , by **DAVID C. ZOOK**, a resident of the State of IDAHO (hereinafter sometimes referred to as "Grantor" and where the context so requires, also hereinafter sometimes collectively referred to as the "Trustee").

WHEREAS, the Grantor desires by this trust instrument to establish a revocable trust upon the conditions and for the uses and purposes hereinafter set forth, to make provision for the care and management of a portion of the Grantor's present properties and for the ultimate distribution of the properties in the trust created hereunder.

NOW, THEREFORE, in consideration of the premises and the agreements and undertakings of the parties hereto, the Grantor hereby gives, grants, transfers, sets over and delivers to **DAVID C. ZOOK**, as Trustee in trust, the assets listed and described in Exhibit "A" attached hereto, incorporated herein and by this reference made a part hereof, to have and to hold the same, in trust, and to manage, invest and reinvest the same, and any additions that may from time to time be made thereto, subject to the terms, conditions, powers and agreements hereinafter set forth.

ARTICLE 1: NAME AND BENEFICIARIES OF TRUST

This trust shall be known and identified as "**THE DAVID C. ZOOK LIVING TRUST**" and, for purposes of convenience, shall herein sometimes be referred to as the "trust". This trust is established for the use and benefit of the Grantor and, following the death of the Grantor, for the use and benefit of the Grantor's sister, specifically **PENNY JANE OGDEN-EDWARDS**, **and such other charitable organizations as may be determined**. The Grantor intends that only the above-named and referenced beneficiary, or organizations as may be described herein, or as may otherwise be designated shall share in the benefits of the trust.



DCZ

ARTICLE 2: DISPOSITION OF TRUST ESTATE

SECTION 2.1: GRANTOR'S BENEFITS AND POWERS DURING LIFETIME

2.1(a) Distribution of Income and Principal to Grantor. The Grantor, during his lifetime and while he has the capacity to do so, shall have the right to withdraw such amounts of principal or income from the trust as he may direct.

2.1(b) Distributions to Grantors in the Event of Incapacity. In the event of the incapacity of the Grantor, the Trustee may, in his/her discretion, first apply income and then principal of the trust to or for the benefit of such Grantor to provide for his care and support. During the incapacity of a Grantor, if, in the opinion of the Trustee, the income from all sources of which the Trustee has knowledge, including Social Security, shall not be sufficient to support, maintain and provide for such Grantor in his accustomed manner of living, or to meet his health, medical, dental, hospital and nursing expenses and expenses of invalidism, the Trustee is authorized to use and expend such part of the trust income and/or principal as the Trustee may deem necessary or desirable to make up such deficiency or to support and maintain the Grantor in his accustomed manner of living, and to meet his health, medical, dental, hospital and nursing expenses and expenses of invalidism. It is the Grantor's desire, if possible and desirable, considering both present and future needs and expectations, that the Trustee be liberal in construing the provisions of this section; HOWEVER, the decision of the Trustee as to the necessity or desirability for encroachment upon the trust's principal during the incapacity of a Grantor shall be conclusive upon all parties and the Trustee shall be relieved and exonerated hereunder if the Trustee acts in good faith in making such determinations.

2.1(c) Revocation, Modification, Alteration and Amendment of Trust. Any and all trusts created hereunder are hereby declared to be revocable and may at any time be modified, altered or amended; provided, however, such power to revoke, modify, alter or amend is exercisable solely by the Grantor, prior to his death or incapacity, or by a writing duly acknowledged with the same formalities as are required for the valid execution and acknowledgment of deeds transferring real property, which writing shall then be effective to bring about such revocation,

modification, alteration or amendment when delivered to the Trustee. In the event that the Grantor is incapacitated, the trust shall continue to be revocable; provided, however, that upon such incapacity or other inability to effectively manage property and affairs, the power to revoke, alter or amend shall be suspended until the Grantor shall become capable. Upon the death of the Grantor, all trusts created hereunder shall be administered according to their terms and shall be irrevocable and not capable of modification, alteration or amendment by any person. The Grantor, prior to his death, shall have the further power, by a writing as above described, to relinquish any and all such powers and interest held, retained or acquired in any trust created hereunder by such Grantor.

SECTION 2.2: DIVISION AND ALLOCATION OF TRUST ASSETS UPON GRANTOR'S DEATH

2.2(a) Payment of Debts and Obligations. Upon the death of the Grantor, the Trustee shall use any accumulated or undistributed net income and principal of the trust as may be necessary to pay any and all debts and obligations of such Grantor, including the last illness, funeral and burial expenses of such Grantor and any State and Federal income, inheritance and estate taxes which may then be due and owing or which may become due as a result of such Grantor's death.

2.2(b) Distributions to Grantor's Sister. Upon the Death of the Grantor, the Trustee shall distribute any remaining principal and undistributed income of the trust estate to **PENNY JANE OGDEN-EDWARDS**, under the terms of this Section 2.2(c).

2.2(c) Limitations on annual amount to be distributed. The trustee shall allocate and distribute to the named beneficiary such amounts as she may request, not to exceed \$50,000.00 annually. This distribution will be in addition to any other money or assets passing to her from sources not included in this trust.

Annual monetary withdrawals are foremost designated for various maintenance and upkeep costs, such as taxes, insurance, maintenance fees, and infrastructure costs required to maintain the residential real estate and conserve

the non-residential properties included in this Trust agreement. The balance of the authorized annual distributions remaining after such priorities are settled is solely intended for **PENNY JANE OGDEN-EDWARDS'** personal needs and preferences.

In the event **PENNY JANE OGDEN-EDWARDS** determines at any time and at her discretion that the real property assets placed under this Trust agreement are neither feasible nor justified for retention, she, as Successor Trustee, may liquidate such assets and return the proceeds of such disposals to the Trust as future sources of principal and income for future annual distributions.

2.2(d) Directions to make gifts to conservation or charitable organizations. I have conferred with my sister, **PENNY JANE OGDEN-EDWARDS**, that in accordance with the terms of this Trust agreement, any Trust assets, including real property, intangible, tangible, or mixed, remaining at the time of her death, may be placed either in a conservation easement or donated to various reputable non-profit organizations, or philanthropic or charitable efforts. Such distributions will be specified either directly by me as Grantor of this Trust, or mutually with my sister. In the event that during my life, my sister and I have not made any effort to establish a conservation easement for transferring certain non-residential properties under this Trust agreement to a conservation initiative, I direct my sister to continue with exploration of, including a feasibility analysis, as to the rational probability for advancing the eventual establishment of, or distribution to, an existing conservancy. Initially, the primary source of Trust assets for doing so is my share of a real property bequest received from my parents' estate settlement, titled in my name, recorded with the Department of Interior ("DOI") as the "Mountain Boy Mining Properties Group," comprising seven (7) land tracts totaling approximately two-thousand (2,000) acres with water rights duly granted and certified by the Idaho State Water Resources Board, and located in Township 13 North and Range 26 East, County of Lemhi, State of Idaho (also identified in Exhibit "A" attached hereto).

Final liquidation of the assets of this Trust agreement and disposal of all assets, including real property, intangible, tangible, or mixed at the passing of my sister, shall be distributed in accordance both with the terms of this Trust agreement and among the beneficiary categories cited above, as well as to any

conservation easement in actuality, on a pre-determined recipient and allocable basis designated on a schedule addendum to this Trust agreement.

2.2(e) Distributions When No Surviving Trust Beneficiaries. If any Trust property is not disposed of under any of the foregoing provisions, the Trustee shall distribute all of the remaining Trust estate to my sister, or to such other charitable organizations as may be designated by the Trustor or the Trustee, or successor Trustee.

2.2(f) Special Instructions Regarding Distributions to Beneficiaries Receiving Public Benefits. Should any beneficiary of this Trust, named or otherwise, be a recipient of entitlement or public benefits (e.g., Medicaid, SSI, et cetera), then the Trustee shall exercise absolute restraint in distributing outright to that beneficiary his or her share of the Trust estate if such distribution would disqualify the beneficiary from his or her entitlement or public benefits; however, the Trustee, in its absolute discretion, may act in accordance with the other terms of this paragraph. If this paragraph should apply, the Trustee is expressly authorized to either cancel and revoke the provisions granting the beneficiary a share of the Trust estate, or, upon receiving the advice of competent counsel, to use the entirety of that beneficiary's share to fund a third-party "special needs trust," which has the purpose of preserving the entitlement and public benefits of that beneficiary. The special needs trust shall be drafted to be an exempt asset, like the exempt trusts found at 42 USC § 1396p(d)(4)(A) or UCA § 62A-5-110 (or the corresponding statute/regulation of the beneficiary's state and domicile at the time of distribution), and appointments regarding its Trustee shall be made upon considering the best interests of the beneficiary. Upon the death of the beneficiary, the remaining income and or principal of the special needs trust shall be distributed to the beneficiary's heirs as determined by the laws of the state of Utah then in force in regard to intestate succession (or, if the beneficiary does not reside in Utah, the laws of the state where the beneficiary was domiciled).

ARTICLE 3: TRUSTEE PROVISIONS

SECTION 3.1: NAMED TRUSTEES. The Trustee and successor Trustees named herein shall serve in such capacities subject to the following:

3.1(a) Original Trustee. The Trustee named herein, **DAVID C. ZOOK** shall continue as Trustee of all trusts created hereunder until his death, resignation, incapacity or disqualification. Upon the death, resignation, incapacity or disqualification of the Trustee named herein, then the successor Trustee shall serve as sole Trustee of all trusts created hereunder with the same powers and discretions as are conferred upon the Trustees named herein.

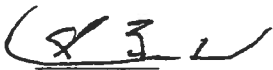
3.1(b) Successor Trustees. Upon the death, resignation, incapacity or disqualification of the original Trustee named herein, then **PENNY JANE OGDEN EDWARDS** shall be appointed as Trustee of all Trusts created hereunder with the same powers and discretions as are conferred upon the original Trustee named herein. If **PENNY JANE OGDEN EDWARDS** shall decline or for any reason fail to so serve, then **ROGER LOW, of the CPA firm of Davis and Bott, or the next senior partner of the Davis and Bott, CPA firm** shall serve as sole Trustee of all trusts created hereunder with the same powers and discretions as are conferred upon the Trustees named herein.

3.1(c) Requirements of Acceptance. Any nominated successor Trustee shall review and familiarize himself or herself with the trust provisions and the underlying law and other requirements and responsibilities of serving as a Trustee before accepting that nomination. Prior to serving, the nominated Trustee shall first enter into a written agreement acknowledging his or her willingness to accept appointment as Trustee, and setting forth all relevant terms of the Trustee's acceptance, including the terms of compensation.

3.1(d) Removal of Successor Trustee and Appointment of Alternate Successor Trustee. Notwithstanding anything to the contrary in this section, the Grantor, during his lifetime shall have the power to remove the Trustee named herein and any successor Trustee or Trustees by delivering to the Trustee or Trustees who are then acting written notice to that effect and naming an

individual, individuals or corporate fiduciary to serve as Trustee of all trusts created hereunder.

3.1(e) Resignation of Trustee. The Trustee and any successor Trustee shall be entitled to resign at any time by giving written notice and an accounting to the Grantor, or his survivor, during his lifetime or, after the death or incapacity of the Grantor, to the beneficiaries then entitled to receive income hereunder.


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3.1(f) Employment of Corporate Fiduciary. The Trustee or any successor Trustee shall have the right, in the Trustee's discretion, to employ a corporate fiduciary to administer the trust properties, subject always to the same terms and conditions as set forth in this trust instrument and to the direction and control of the Trustee. This subsection shall not be construed to grant any acting Trustee the right to appoint a co-Trustee or successor Trustee.

3.1(g) Actions by Co-Trustees. In the event more than one Trustee is appointed to serve hereunder, all powers conferred upon the Trustees shall be exercised by the unanimous action of the Trustees when only two are acting and by a majority of them when three or more are acting. When the contest of this trust so requires, the term "Trustee" in the singular shall include the plural, and any reference to gender shall include the opposite gender.

SECTION 3.2: POWERS OF TRUSTEE. Except as otherwise provided in this instrument, the Trustee of all trusts created herein shall have all of the powers as stated in the Utah Uniform Probate Code. In addition thereto, and not by way of limitation, the Trustee shall have the power to retain any asset originally or later contributed to the trust estate whether or not such asset be of a character permissible for investment by fiduciaries; to retain and purchase assets with a view to possible increase in value notwithstanding the amount or absence of income therefrom; to retain and purchase assets notwithstanding the lack of diversification of the assets; to retain, purchase, sell or exchange any and all stocks, bonds, notes or other securities, or any variety of real or personal property, including stocks or interest in investments or mutual funds (including any of the said items of or maintained by the Trustee); to make distributions of principal or income in kind; to enter into any transaction, including, but not limited by advancing funds, purchasing assets, selling assets (and paying, with or without arrangements for reimbursement, any sums necessary for the settlement of the Grantor's estate) with the Trustee or legal representative of any other trust or estate in which any beneficiary hereunder has any beneficial interest even though such Trustee or legal representative is also Trustee hereunder; and to commingle the funds and assets of any trust estate hereunder so long as proper records are kept of the assets allocable to any such trust.

SECTION 3.3: INVESTMENT STANDARDS. In making investments, the Trustee shall exercise the judgment and care in the purchase or acquisition thereof which men of prudence, discretion and intelligence exercise, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital. The Trustee shall not commingle trust funds

with the Trustee's own funds; nevertheless, a corporate Trustee may commingle the assets of any trust created hereunder with common trust funds managed and administered by the Trustee.

SECTION 3.4: LIMITATION OF TRUST POWERS. Administrative control and all other powers relating to any trust created hereunder shall be exercised by the Trustee in a fiduciary capacity and solely for the benefit of the beneficiaries thereof. No one shall be permitted to purchase, exchange, reacquire or otherwise deal with or dispose of the principal of any trust created hereunder or the income therefrom for less than an adequate and full consideration in money or money's worth, nor shall any person borrow the principal or income of the estate of any trust created hereunder, directly or indirectly, without adequate interest or without adequate security therefor.

SECTION 3.5: LIMITATION ON TRUSTEE'S DUTIES AND RESPONSIBILITIES DURING GRANTOR'S LIFETIME. Notwithstanding any other provision of this trust instrument, it is specifically understood and agreed that until the death or incapacity of the Grantor, the Trustee may retain all of the assets transferred to the Trustee hereunder, together with any other assets received from the Grantor, without responsibility for the investment or reinvestment of same, it being understood and agreed that during the lifetime and capacity of the Grantor the duties of the Trustee shall consist of holding title to the assets transferred hereunder, collecting and disbursing income, and to performing the bookkeeping and accounting functions normally performed by a corporate trustee. The Trustee shall have no responsibility or liability to diversify trust investments or to make any investment decisions during the lifetime and capacity of the Grantor. With respect to any real property included in the trust estate, the Grantor shall have full responsibility with respect to the management and maintenance of same, including the payment of all insurance premiums, taxes and other expenses relating thereto. Upon the death or incapacity of the Grantor, all other provisions of this trust instrument shall become applicable and the Trustee shall have all powers granted under this trust instrument to administer the trust.

SECTION 3.6: TRUSTEE LIABILITY. The Trustee shall not be liable for any loss or depreciation in the value of the estate of any trust created hereunder occurring by reason of error of judgment in making any sale, investment or reinvestment, or in continuing to hold in trust any property herewith or hereafter transferred to the Trustee or any investment or reinvestment hereafter made; provided such loss or depreciation in value has not occurred through the actual fraud, gross negligence or willful default of the

Trustee. The Trustee shall not be liable for mistakes of fact prior to the actual knowledge or written notice of such fact, when the happening of any event, including attainment of a certain age, performance of certain requirements, death or any other event, affects distribution of income or principal of the trust estate. Good faith and fiduciary responsibility shall be required of the Trustee.

SECTION 3.7: COMPENSATION OF TRUSTEE. The original Trustee named herein shall receive no compensation for services rendered hereunder. A successor Trustee shall receive reasonable compensation for services rendered hereunder. Reasonable compensation shall be based upon the then prevailing rates charged for similar services in the locality where the same are performed by other fiduciaries engaged in the trust business or acting as Trustees. Provided, however, that the Trustee shall not be paid brokerage fees or commissions for the sale and purchase of securities held by the trust. Provided, further, that any Trustee's fee payable upon complete or partial termination or distribution of any trust created hereunder shall be limited to the actual costs and expenses incurred by the Trustee in connection with said termination or distribution. The successor Trustee's compensation shall be paid first out of any income generated by the trust, and if the income from the trust is insufficient to pay the Trustee's fee, then out of any principal of the trust.

ARTICLE 4: ADMINISTRATIVE PROVISIONS

SECTION 4.1: UNDISTRIBUTED INCOME, BURIAL EXPENSE. Any income which is undistributed at the time of the termination of any interest or estate created hereunder shall belong and go to the beneficiary or beneficiaries entitled to the next eventual interest or estate provided for herein in the same proportion as the principal thereof; provided, however, that upon the death of a beneficiary then entitled to have net income paid, credited or accumulated to or for his or her benefit under the provisions hereof, the Trustee, in the Trustee's discretion, may pay out of income or principal of the trust benefitting such beneficiary, his or her illness, funeral and burial expenses and any income taxes or death taxes imposed upon the deceased beneficiary's estate by reason of his or her interest in any trust created hereunder.

SECTION 4.2: ADDITIONAL PROPERTIES. The Grantor hereunder, and any other person or persons, shall have the privilege and right at any time to devise, bequeath, grant, convey, give or transfer additional real, personal or mixed properties, including policies of life insurance, to the Trustee for the benefit of the trust by inter

vivos act or by last Will and Testament, subject to the same terms and conditions as the original provisions of this trust instrument, and said additions shall be evidenced by receipt therefor signed by the Trustee.

SECTION 4.3: INSURANCE PROVISIONS. With respect to any policy of life insurance which may be assigned to the Trustee as owner thereof, or under which the Trustee is designated as beneficiary, the Trustee shall deal with such policy as required by the following provisions, in addition and subject to the general trust provisions hereinabove and hereinafter set forth:

4.3(a) Custody of Insurance Policy. The Trustee shall have the custody of any policy of life insurance under which the Trustee is designated as primary beneficiary, whether the same be irrevocably assigned to the Trustee, as owner and beneficiary, or whether the Trustee is designated as revocable beneficiary. Should the Trustee be named as revocable beneficiary of any policy, the owner shall have the right to possession of said policy upon written request to the Trustee.

4.3(b) Rights in Policies of Insurance. In respect to any policy of insurance irrevocably assigned to the Trustee, the Trustee is hereby vested with all rights in and to such policy of insurance, and the Trustee is authorized and empowered to exercise and enjoy for the purposes of this trust instrument, and as owner of such policies, all the options, benefits, rights and privileges under such policy, including the right to borrow upon and to pledge it for a loan or loans. The insurance company which has issued such policy is hereby authorized and directed to recognize the Trustee as owner of such policy of insurance and as fully entitle to all options, rights, privileges and interest under such policy; and any receipts, releases and other instruments executed by the Trustee in connection with such policy shall be binding and conclusive upon the insurance company and upon all persons interest in this trust instrument.

4.3(c) Payment of Premiums. The Trustee is expressly empowered to pay premiums on any policy of insurance owned by the trust. The Trustee shall be under no obligation to pay the premiums which may become due and payable under the provisions of any policy of insurance, whether the same be irrevocably assigned to the Trustee if the Trustee is named revocable beneficiary, nor to make certain that such premiums are paid or to notify any persons of the nonpayment of


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such premiums; and the Trustee shall be under no responsibility or liability in case such premiums are not paid. Upon notice at any time during the term of any trust created hereunder that the premiums due upon any policy irrevocably assigned to the Trustee are in default, or that premiums to become due will not be paid, the Trustee, in the Trustee's sole discretion, may apply any cash values attributable to such policy to the purchase of paid-up insurance or of extended insurance, or may borrow upon such policy for the payment of premiums due thereon, or may accept the cash value of such policy upon forfeiture. In the event that the Trustee receives the cash value of such policy upon forfeiture for nonpayment of premiums, such proceeds shall be held by the Trustee as part of the principal and pursuant to the same provisions, terms and conditions as are set forth therein.

4.3(d) Collection of Policy Proceeds. Upon the death of the insured under any such policy, or upon the maturity date of any such policy which has been irrevocably transferred to the Trustee, the Trustee shall collect all proceeds due thereon and if an endowment policy, shall collect the cash endowment value in one lump sum upon the maturity date thereof. Further, the Trustee shall make all reasonable efforts to carry out the provisions of this paragraph and this trust instrument, including the maintenance or defense of any suit; however, the Trustee shall be under no duty to maintain or enter into litigation unless expenses, including counsel fees and costs, have been advanced or guaranteed in an amount and in a manner reasonably satisfactory to the Trustee. The Trustee may repay advances made by the Trustee or be reimbursed for any such fees and costs out of the principal or income of the estate of the trusts created hereunder.

4.3(e) Purchase of Assets. The Trustee is hereby authorized and empowered to apply any part or the whole amount of any insurance proceeds collected by the Trustee to purchase assets of the insured's estate which may be offered for sale by the Personal Representative of the insured's estate, at a price equal to the value of such assets as fixed by competent authority for purposes of determining the liability of the insured's estate for Federal estate tax purposes or at such other price as may be agreed upon by the Trustee and the Personal Representative of the insured's estate.

SECTION 4.4: SPENDTHRIFT PROVISION. Each and every beneficiary hereunder is hereby restrained from and shall be without right, power or authority to sell, transfer, assign, pledge, mortgage, hypothecate, alienate, anticipate, bequeath, devise or in

any manner affect or impair his or her beneficial right, title, interest, claim or estate in and to either the income or principal of any trust created hereunder, or to any part thereof, during the entire term of said trust, except as expressly provided herein; nor shall the right, title interest or estate of any such beneficiary be subject to any right, claim, demand, lien or judgment of any creditor of any such beneficiary nor be subject nor liable to any process of law or equity, but all of the income and principal shall be payable and deliverable by the Trustee as and when provided herein, and receipt by the beneficiaries shall relieve the Trustee from responsibility for such distributions made in good faith.

SECTION 4.5: DISTRIBUTIONS TO MINORS. Except as herein provided, any distribution of principal or income herein provided to be made to any person at such time as such person is under the age of majority may, in the sole and exclusive discretion of the Trustee, be made to some third party for the benefit of such minor (including, but not limited to, distribution to a custodian for the benefit of such minor under the Utah Uniform Transfers to Minors Act or otherwise), applied for the benefit of such minor, or made directly to the minor, and such distribution made in good faith shall relieve the Trustee from responsibility therefor.

SECTION 4.6: INCAPACITY OF BENEFICIARY. During any period in which any beneficiary of a trust created hereunder who is receiving or is entitled to receive income or principal from said trust is incapacitated, the Trustee may pay over to or use for the benefit of said incapacitated beneficiary said beneficiary's share of the income or principal of the trust in such manner as the Trustee shall deem necessary or desirable for said beneficiary's support, maintenance and medical care.

SECTION 4.7: INVALID PROVISIONS. In the event any clause or provision of this trust instrument is or becomes invalid or void for any reason, then such invalid or void clause or provision shall not affect the whole of this instrument, but the balance of the provisions hereof shall remain operative and shall be carried into effect insofar as legally possible. It is the Grantors' intent that the interests created by this trust instrument be vested rather than contingent. If any provision contained in this trust instrument shall otherwise violate the rule against perpetuities or similar restrictions now or hereafter in effect in any state under which any trust created hereunder is or may subsequently be governed, that portion of said trust so affected shall be administered as herein provided until the termination of the maximum period authorized by law at which time and forthwith, such part of the estate of any trust created hereunder and so affected shall be distributed outright to the beneficiary or beneficiaries in the proportions in which they are then entitled to enjoy the benefits so terminated.

SECTION 4.8: ACKNOWLEDGMENTS, REPORTS, INSPECTION OF RECORDS. The Trustee hereby acknowledges receipt of and accepts the property and any trust created hereunder on the terms and conditions stated, and agrees to care for, manage and control the same in accordance with the directions herein specified; to furnish the Grantor and any beneficiary entitled to net income herefrom, or said beneficiary's duly qualified representative, annually and at more frequent intervals if requested so to do in writing, a statement showing the condition of the trust property, the character and amounts of the investments and liabilities and the receipts, expenses and disbursements since the last previous statement. The books of account for the Trustee in connection with any trust created hereunder shall at all times be open to the reasonable inspection of the Grantor, and any beneficiary and said beneficiary's duly qualified representative and such person or persons as said beneficiary may designate for that purpose.

SECTION 4.9: LEGAL OBLIGATIONS. No trust created hereunder is established to discharge any of the legal obligations or duties of the Grantor or the Trustee, as spouse or parent of any of the beneficiaries, and the payment for the benefit of any of the beneficiaries of any income or principal of any trust created hereunder is not intended to be nor shall any such payment be made in lieu of, or in discharge of, any such obligations of the Grantor or the Trustee.

SECTION 4.10: DEFINITION OF INCAPACITY. As used herein, the terms "incapacity" and "incapacitated" shall mean that, in the opinion and sole discretion of at least one (1) physician selected by the Grantor, or by the then Trustee of this trust, the person in question is, because of mental illness or deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication or any other reason, unable to effectively manage his property and affairs or exercise his rights and powers hereunder; or, alternatively, that any Court of competent jurisdiction has found the person in question to be incapacitated.

SECTION 4.11: APPLICABLE LAW. This trust instrument is executed under and shall in all respects be governed by the laws of the State of Utah; provided, however, the Trustee shall have the discretion, exercisable at any later time and from time to time, to administer the trust pursuant to the laws of any jurisdiction in which the Trustee may be domiciled, by executing and acknowledging a written instrument to that effect and attaching the same to this trust instrument, so long as administration pursuant to the laws of such jurisdiction will not result in an increase in taxation by any political subdivision.

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

GRANTOR AND TRUSTEE:



DAVID C. ZOOK

STATE OF UTAH

)

:ss

COUNTY OF BOX ELDER

)

On the 19th day of March, 2014, personally appeared before me **DAVID C. ZOOK** the signer of the above and foregoing instrument, who duly acknowledged to me that he executed the same.




NOTARY PUBLIC


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EXHIBIT "A"

Assets transferred to **DAVID C. ZOOK** or his successor Trustee of **The DAVID C. ZOOK LIVING TRUST** established by Trust Agreement dated the 19th day of March, 2014 .

Real Property in Lemhi County, State of Idaho, and Water Rights in Idaho

- (1) **"Mountain Boy Mining Properties Group" Property** - Comprising seven (7) separately-identified land tracts totaling approximately two thousand (2,000) acres with water rights duly granted and certified by the Idaho State Water Resources Board; located in Township 13 North and Range 26 East, County of Lemhi, State of Idaho, and as chronicled both by the U.S. Bureau of Land Management ("BLM") and Lemhi County Recorder.
- (2) **Parcel of Undeveloped Real Property** - Comprising 1.712 acres of undeveloped real property located in County of Lemhi, State of Idaho, Township 16 North, Range 26 East, Parcel Number RP16N26E286002A, as chronicled and assessed, respectively, by the Lemhi County Recorder and Assessor.
- (3) **Parcel of Undeveloped Real Property** - Comprising .225 acres of undeveloped real property located in County of Lemhi, State of Idaho, Township 16 North, Range 26 East, adjacent to, and part of, dveloped and improved real property, Parcel Number RP16N26E285408A, as chronicled and assessed, respectively, by the Lemhi County Recorder and Assessor.
- (4) **Parcel of Developed Real Property** - Comprising 1.000 acre of developed real property, including water rights duly granted and certified by the Idaho State Water Resources Board, and land improvements and residential buildings located in County of Lemhi, State of Idaho, Township 16 North, Range 26 East, Parcel Number RP16N26E284804A, as chronicled and assessed, respectively, by the Lemhi County Recorder and Assessor.

Cash Deposit Accounts and Investment Equivalences:

<i>Financial Provider</i>	<i>Category</i>	<i>Records Identification</i>
Bank of America	Checking	Account ending in 6582
Bank of America	Savings	Account ending in 7881
U.S. Bank, N.A.	Checking	Account ending in 0626
U.S. Bank, N.A.	Savings	Account ending in 5926
Wells Fargo Bank, N.A.	Checking	Account ending in 1222
Wells Fargo Bank, N.A.	Savings	Account ending in 4208

Other Investment Accounts

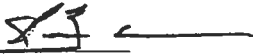
<i>Security Issuer</i>	<i>Category</i>	<i>Records Identification</i>
Wells Fargo & Company	Common stock	3201092049

IRA Accounts and Other Related Retirement Assets

<i>Custodian/Payer's Name</i>	<i>Account Type</i>	<i>Records Identification</i>
Morgan Stanley	IRA Investment Portfolio	Account ending in 5-555
Merrill Lynch	IRA Investment Portfolio	Account ending in 37336
Wells Fargo Financial Adv.	IRA Investment Portfolio	Account ending in 7628

Tangible Personal Property Assets

Tangible personal property assets embrace an assemblage of collectible items, including but not limited to: marketable-quality antique furniture and furnishings; original paintings and supplementary formats of sketching, drawing, and etching by noted artists; bronze sculptures; books; rare coinage compendium; and other appraised accouterments having significant value. Currently, items are separated geographically and described here bundled into *Lot A* and *Lot B*.


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Cash Deposit Accounts and Investment Equivalences:

<i>Financial Provider</i>	<i>Category</i>	<i>Records Identification</i>
Bank of America	Checking	Account ending in 6582
Bank of America	Savings	Account ending in 7881
U.S. Bank, N.A.	Checking	Account ending in 0626
U.S. Bank, N.A.	Savings	Account ending in 5926
Wells Fargo Bank, N.A.	Checking	Account ending in 1222
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Other Investment Accounts

<i>Security Issuer</i>	<i>Category</i>	<i>Records Identification</i>
Wells Fargo & Company	Common stock	3201092049

IRA Accounts and Other Related Retirement Assets

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Lot A

- (1) Georgian Style (Irish) hand-carved, mahogany antique low table with leather in-laid and gilded surface-top
- (2) Matching mahogany end tables with in-laid, glass tops and canned shelving.
- (3) Queen Ann-style wing-back, occasional chair with matching footstool.
- (4) Tuxedo-style long (three-cushioned) sofa upholstered in velvet fabric.
- (5) French fauteuil (Louis XVI) antique chair upholstered in brocade fabric.
- (6) Hand-carved antiques side chair matching French fauteuil and upholstered in identical brocade fabric.
- (7) Rare folding louvered-hinged, decorative screens crafted out of African worm wood.
- (8) Collapsible, cherry wood book and artifacts display shelving ensemble.
- (9) Mahogany, Queen Ann-period style tea and game table.
- (10) Three packing flats of various framed and matted original artworks by noted artists, inclusive of painting and other supplementary formats of sketching, drawing, and etching.
- (11) Large gilded baroque framed, Rocco period-style (decorative) glass mirror.
- (12) Rare animal-rendered antique, bronze sculptures (circa late 19th or early 20th century) by noted artists.
- (13) Rare antique French-style, hand-painted porcelain-surround (circa late 19th or early 20th century) mantle clock with imported clockworks, manufactured and distributed by the Ansonia Company of America.
- (14) Mint-condition, up-right console piano with strings and sound-board, same dimensions as a baby grand, hand-crafted by the Sohmer & Sons Company of New York, NY, one of the preeminent piano producers.
- (15) Uniquely large, rare antique cloisonne vase (circa late 19th or early 20th century), Japanese, red inlaid pigeon design.

Insurance Policies

Retirement Accounts outside of Trust


DCZ



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

August 10, 2015

THE DAVID C ZOOK LIVING TRUST
PENNY OGDEN EDWARDS- TRUSTEE
2330 S 350 W
PERRY UT 84302

Re: Change of Ownership for Water Right/Permit No(s): 74-7325

Dear Water Right Holder(s):

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

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been forfeited 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 § 42-222 and §42-223, Idaho.

Also note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right, to the Department. Notice of the change must be provided to the Department within 120 days of the change. Change reporting forms are available from any office of the Department, or at www.idwr.idaho.gov.

Thank you for your patience. If you have any questions concerning the enclosed information, please feel free to contact me at (208) 287-4942.

Sincerely,

A handwritten signature in cursive script that reads "Jean Hersley".

Jean Hersley
Technical Records Specialist II

Enclosure(s)

c: Thomasen Holman Wheeler PLLC



RECEIVED

MAY 29 2015

DEPARTMENT OF
WATER RESOURCES

Curt R. Thomsen
James D. Holman*
J. Michael Wheeler
Michael J. Whyte
T. Jason Wood
Jacob S. Wessel
Richard R. Friess
Ryan S. Dustin
*Also Member of Nebraska Bar

May 15, 2015

IDWR EASTERN REGION
900 N. SKYLINE DRIVE, STE. A
IDAHO FALLS, ID 83402-1718

RECEIVED

MAY 21 2015

Department of Water Resources
Eastern Region

Re: Change in Ownership of Water Right no. 74-7325

Dear IDWR:

Please find the enclosed documents and filing fee necessary to change the record owner of water right no. 74-7325. The water right is appurtenant to a group of mining claims known as the Mountain Boy Mining Claims. Dorothy J. Zook, Penny J. Ogden-Edwards and David C. Zook are the joint owners of the mining claim. Dorothy J. Zook and David C. Zook are deceased. Penny J. Ogden-Edwards is the sole surviving owner.

Clements Zook passed on May 10, 2000. The Lemhi County district court issued a decree on June 26, 2000, vesting all property (including the real property to which the water right is appurtenant) owned by Clements in his widow, Dorothy Zook. Dorothy Zook left all her property to her son, David Zook. David Zook put all is property in the David C. Zook Living Trust and appointed his sister Penny Ogden-Edwards as successor trustee of the trust. Penny Ogden-Edwards would like the owners of water right no. 74-7325 to be listed as David C. Zook Living Trust and Penny Ogden-Edwards pursuant to the trust language.

I have included copies of the following documents:

- Notice of Change in Water Right Ownership form;
- Check for \$25.00 filing fee;
- Decree Vesting Estate in Surviving Spouse (to show conveyance from Clements to Dorothy);
- Deed of Distribution, Instrument no. 295979 (to show conveyance from Dorothy's estate to David individually);
- Instrument no. 255996 showing joint ownership of Mountain Boy Mining Claims;
- Certificate of Death of David Clements Zook (to show David has passed); and
- Trust Agreement, The David C. Zook Living Trust (to show Penny is authorized by the Trust to make this change).

Please let me know if the Department requires additional documentation to make the requested

April 9, 2015
Page 2

change in ownership of water right no. 74-7325.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ryan Dustin", with a stylized flourish at the end.

Ryan Dustin

Enclosure

CRT:RSD
10011\IDWR 2015-05-14



Curt R. Thomsen
James D. Holman*
J. Michael Wheeler
Michael J. Whyte
T. Jason Wood
Jacob S. Wessel
Richard R. Friess
Ryan S. Dustin
*Also Member of Nebraska Bar

May 21, 2015

JOANIE BARG
IDAHO DEPARTMENT OF WATER RESOURCES
900 N. SKYLINE AVE., STE. A
IDAHO FALLS, ID 83402

Re: Water Right no. 74-7325

Dear Ms. Barg:

Please find enclosed a check to cover the fee for change in ownership the above-referenced water right.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ryan Dustin".

Ryan Dustin

Enclosure

CRT:RSD
10011\Barg 2015-05-21