

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

RECEIVED

MAY 18 2006

DEPARTMENT OF
WATER RESOURCES

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MAY 17 2006

DEPT. OF WATER RESOURCES
SOUTHERN REGION

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided, if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s)	Adjudication Claim No(s)	Split	Water Right No(s)	Adjudication Claim No(s)	Split
8D 72-04084	39576				

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) are for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

AARON E SAATHOFF

DONA R. SAATHOFF (DEC)

4. New Owner/Claimant(s)

SAATHOFF FAMILY TRUST

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

~~New~~ Mailing Address

AARON E SAATHOFF AND ANNETTE SAATHOFF GERTZ
6310 SOUTH 530 EAST AS CO-TRUSTEES

City, State and ZIP Code

MURRAY, UTAH 84107-7506

~~New~~ Telephone Number

(801) 266-4016

5. Date you acquired the property

1965

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7.** If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s) Ramon E. Saalhoff TRUSTEE
(include title if applicable)

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by _____	Date _____	Fee _____
Received by <u>C. L. L.</u>	Date <u>5/17/06</u>	Receipt No. <u>5028655</u>
Processed by _____ AJ	Date _____	WR _____ Date _____

PAGE 1
Nov-14-2000

SAATHOFF FAMILY TRUST

THIS TRUST AGREEMENT is executed this 16th day of February, 1990.

The undersigned, Aaron E. Saathoff and Dona R. Saathoff, husband and wife, of Salt Lake City, County of Salt Lake, State of Utah, hereby transfer and deliver to the Trustees and their successors the property listed in Schedule A, and the Trustees agree to hold such property and any other property as may be acceptable to the Trustees by either inter vivos or testamentary transfer; and, such additional property when delivered to the Trustees shall become a part of the Trust and be held by the Trustees on the terms and conditions stated herein.

ARTICLE I

PURPOSES AND FAMILY

1.1 Purpose of the Trust. This Trust is established for the primary benefit of the Undersigned during their joint lifetimes, for the surviving spouse, and for their family thereafter.

1.2 Family. The family of the Undersigned consists of the following:

Aaron E. Saathoff
Dona R. Saathoff

Children

Annette Saathoff Gertz

Grandchildren

Benjamin Gertz
Kyle Gertz

ARTICLE II

DISPOSITION DURING THE JOINT LIFETIMES OF THE UNDERSIGNED OR INCAPACITY OF A SETTLOR

2.1 Income and Principal. During the lifetime of the

undersigned, such or all of the principal of the trust estate and any income which such principal shall generate shall be paid or delivered to such persons and in such manner from time to time as the undersigned who contributed the principal shall direct in writing, or, in the absence of such discretion, the Trustees shall pay or apply for the benefit of the undersigned, such amounts to such persons as in the sole and absolute discretion of the Trustees is deemed necessary and proper for the health, support, maintenance and welfare of the undersigned, in accordance with their accustomed manner of living at the date of this instrument. The Trustees shall exercise in a liberal manner the power to invade principal included in this paragraph 2.1, and the rights of the remainderman in the Trust shall be considered of secondary importance.

2.2 Guardianship. During physical or mental incapacitation, each of the undersigned herein appoints the other to succeed his or her place as a successor Trustee, guardian, or other legal capacity, whether appointed orally or in writing, and to supervise all matters in which either of the undersigned had a right to act if he or she had not become incapacitated. At the discretion of the undersigned so appointed, a successor Trustee may be appointed to serve with the undersigned so appointed until such time as the other spouse regains physical and mental capacity. If, while the first of the undersigned to become incapacitated, the successor becomes incapacitated, then a successor Trustee shall automatically be appointed guardian for both of the undersigned consistent with the preceding provisions of the Section. Incapacity of the undersigned shall be determined in accordance with Section 2.3 hereof.

2.3 Incapacity Defined. Notwithstanding any other provision of this instrument to the contrary, during any period of time that any Trustee hereunder is in possession of any of the following:

(a) A court order, which such Trustee deems to be jurisdictionally proper and still currently applicable, holding Settlor to be legally incapacitated to act in his/her own behalf or appointing a guardian to act for him/her; or

(b) Duly executed, witnessed and acknowledged written certificates, at least one of which is then unrevoked, by two licensed physicians (each of whom represents that he/she is certified by a recognized medical board), each certifying that such physician has examined the Settlor and has concluded that, by reason

of accident, physical or mental deterioration, or other similar cause, the Settlor had, at the date thereof, become incapacitated to act rationally and prudently in his/her own financial best interests.

ARTICLE III

AMENDMENT, REVOCATION AND ADDITIONS TO TRUST

3.1 Rights of the Undersigned. As long as either of the undersigned is alive, each of them reserves the right to amend, modify or revoke this Trust. Such revocation or amendment of this Trust may be in whole or in part, and may be by written instrument or other action clearly inconsistent with the continuance of all or a portion of this Trust. Amendment, modification or revocation of this instrument when successor Trustees to the undersigned are serving shall be effective only when such change is delivered in writing to the then acting successor Trustee or Trustees. On the death of the survivor of the undersigned, the remainder of the Trust Estate, and the trusts created hereinafter, may not be amended, revoked or terminated. On the revocation of this instrument in its entirety, the Trustees shall deliver to the undersigned or the survivor of the undersigned, as the undersigned or the survivor of the undersigned may direct in the instrument or revocation, all of the Trust property.

3.1 Incompetency. During any period of incompetency the incompetent party may not revoke or amend this Trust.

3.2 Interests of the Beneficiaries. The interests of the beneficiaries are presently vested interests subject to divestment which shall continue until this Trust is revoked or terminated other than by death. As long as this Trust subsists, the Trust properties and all the rights and privileges hereunder shall be controlled and exercised by the Trustees named herein in their fiduciary capacity.

3.3 Additions to Trust. It is understood that the undersigned or any other person may grant, and the Trustees may receive as part of this Trust, additional real and personal property by assignment, transfer, deed or other conveyance, or by any other means, testamentary or inter vivos, for inclusion in the Trust herein created. Any such property so received by the Trustees shall become part of this Trust to which said property is appointed and into which it is transferred and shall become subject to the terms of this Trust Agreement. Any property transferred to the then Trust by the Undersigned by way of testamentary transfer, inter vivos transfer or other

means, and which is included in the estate of the undersigned responsible for said transfer, shall be deemed contributed to this Trust by the Undersigned in whose estate said property is taxable for federal estate tax purposes.

3.4 Gifts of Joint Property. For jointly held property which is contributed to this Trust by the Undersigned and where the joint tenancy was created by one of the Undersigned making and declaring a gift to the other undersigned of one-half the value of the jointly held property, then with respect to said jointly held property contributed to this Trust, it shall be deemed contributed one-half by each of the undersigned. For jointly held property which is contributed to this Trust by the undersigned where the joint tenancy was created without any gift being declared or made, then with respect to said jointly held property, it shall be deemed contributed to the Trust by the Undersigned individual who furnished the consideration therefor and shall be revocable only by; the undersigned who furnished said consideration.

3.5 After-Acquired Property. It is specifically the intention of the undersigned that all real and personal properties now owned by the undersigned, are to be part of this Trust; provided further that all future real and personal properties acquired by the undersigned are to be part of, or are to automatically become a part of this Trust at the time acquired by the undersigned.

ARTICLE IV

DISPOSITION AFTER DEATH OF THE FIRST OF THE UNDERSIGNED TO DIE

4.1 At the death of the first of the undersigned to die, the survivor of the undersigned shall succeed to and become the sole and absolute owner of the entire Trust estate. In case of simultaneous death, the spouse shall be presumed to have survived that will result in the lowest combined state and federal estate taxes of the undersigned.

4.2 Debts and Taxes. All debts, expenses of last illness and funeral expenses, attorneys' fees and other costs incurred in the administration of the estate of the first of the undersigned to die, and all federal, foreign estate, transfer, inheritance, and succession taxes payable by reason of the death of the first of the undersigned to die, may, in the sole discretion of the Trustees, be paid out of the assets of the Trust estate. Providing, however, that the Trustee is given authority

to do whatever is necessary to minimize any federal, estate, and state inheritance taxes payable by reason of such death.

SECTION V
DISPOSITION ON THE DEATH OF THE SURVIVOR
OF THE UNDERSIGNED

5.1 All Trust principal together with all accumulated income thereof, shall, upon the death of the survivor of the undersigned, be distributed as follows: (a) 50% shall be distributed outright to Annette Saathoff Gertz; (b) 50% to Annette Saathoff Gertz for the use and benefit of the children of Annette Saathoff Gertz to be held, administered and distributed to said children in equal shares and in accordance with paragraph 5.2 hereof. In the event any of the above-named beneficiaries should predecease the undersigned leaving issue surviving, then and in that event, said deceased beneficiary's share shall be held in trust by the surviving Trustees hereinafter named, for the use and benefit of the issue of said deceased beneficiary, to be held and administered in accordance with Paragraph 5.2 of this Trust. In the event of the death of any beneficiary without issue surviving, said deceased beneficiary's share shall go to the surviving natural born sibling of said deceased beneficiary.

5.2 Distribution to Surviving Children of Annette Saathoff Gertz. The share of the Trust estate for each surviving child of the deceased child of the undersigned, when he/she reaches age 25, shall be distributed to him/her outright. Until distributed, the Trustees, in their sole discretion, may pay the income and principal of such share to said surviving child for his/her support, maintenance or education. Should any said child die before receiving his/her share, said share shall pass outright to his/her issue by right of representation; or, if no such issue are then living, it shall pass equally to said child's siblings or issue of siblings by right of representation, consistent with the first part of this Section, or if there be no surviving siblings, or issue of siblings, then that share shall be distributed equally to the other Trusts created hereunder.

5.3 Alternative Distribution. If all of the above distributions fail, then the Trustee shall distribute the property of this Trust equally to those persons who would constitute heirs at law of the undersigned, in proportions provided by the law of decent and distribution of the State of Utah.

ARTICLE VI

POWERS OF TRUSTEES

In the absence of direction authorized by the trustor as hereinbefore provided, Trustees shall have the power to do all acts, institute all proceedings and exercise all rights, powers and privileges that an absolute owner of the Trust property would have, in their sole and absolute discretion and without authorization by any court, including but not limited to the following:

(a) To sell, convey or otherwise dispose of the whole or any part of any property at any time held hereunder at such time and for such prices, to such party or parties, in such manner for cash or on credit, and upon such other terms and conditions as Trustees shall deem advisable.

(b) To make such purchases or exchanges at such times, for such prices, in such manner and upon such other terms and conditions as Trustees shall deem advisable, and to invest and reinvest in such securities, bank accounts, certificates of deposit or other evidences of rights, interest or obligations, secured or unsecured, or such other property, real, personal or mixed, as Trustees shall deem advisable, regardless of whether any investment shall be of a wasting asset nature and without regard to any law concerning the investment of trust funds or to the amount that shall be invested in any one security or in any one kind of investment.

(c) To pay or reserve sufficient funds to pay all expenses of management and administration of the trust estate, including realtors for selling real property, attorney's fees, and reimbursement of expenses to Trustees all or any part of which may, in the Trustee's discretion, be charged either to income or principal of the Trust estate.

(d) To do all acts, to institute all proceedings and to exercise all other rights, powers and privileges that an absolute owner of the property would otherwise have the right to do including the execution of any deeds or instruments of transfer or conveyance. The enumeration of certain powers in this Trust indenture shall not limit the general or implied powers of the Trustees.

ARTICLE VII

7.1 The following will act as original co-trustees, and as replacement co-trustees in the following order of succession:

- (a) The undersigned together as original co-trustees;
- (b) The survivor of the undersigned;
- (c) Annette Saathoff Gertz.
- (d) Roger Gertz.

7.2 Ascent Among Trustees. In the event of a difference of opinion among the Trustees, the decision of the majority of them shall prevail.

7.3 Enforceability. If any provision of this instrument is declared unenforceable, the remaining provisions shall, nevertheless, be given effect.

7.4 Governing Law. This Trust has been declared, accepted and created in the State of Utah, and any interpretation or rights arising under this Trust shall be governed by the laws of the State of Utah.

7.5 Signatures. The undersigned, Aaron E. Saathoff and Dona R. Saathoff have signed their names and/or are known by their whole names or by a portion thereof only or by a certain combination of names and/or initials thereof. Regardless of what combination of the names and signatures of the undersigned appears on past, present or future written documents, the names and signatures of the undersigned, as written below, are intended by the undersigned, and shall be effective, to transfer and convey the property listed in said written documents into this Trust.

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



AARON E. SAATHOFF
Undersigned



DONA R. SAATHOFF
Undersigned

Aaron E. Saathoff

AARON E. SAATHOFF
Co-Trustee

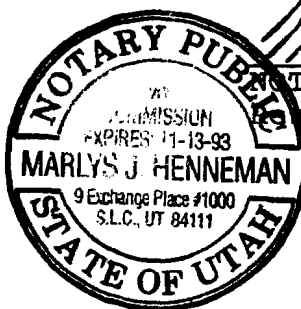
Dona R. Saathoff

DONA R. SAATHOFF
Co-Trustee

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 16th day of February, 1990, personally appeared before me Aaron E. Saathoff and Dona R. Saathoff, known to me to be the persons whose names are subscribed to the foregoing Saathoff Family Trust, and acknowledge to me that they executed the same for the uses and purposes therein expressed.

Marlys J. Henneman
NOTARY PUBLIC
Residing at: Salt Lake



My Commission Expires:

11-13-93

STATE OF UTAH — DEPARTMENT OF HEALTH

STATE OF UTAH - DEPARTMENT OF HEALTH CERTIFICATE OF DEATH

Access to information on this form is limited under the Utah Electronic Access and Release Act.

LOCAL FILE NUMBER 18-2624

STATE FILE NUMBER

1. NAME OF DECEDENT FIRST MIDDLE LAST Dona Reid Saathoff			2. SEX Female	3a. DATE OF DEATH (Mo., Day, Yr.) June 9, 2003	3b. TIME OF DEATH (24 hr. clock) 0545
4. DATE OF BIRTH (Mo., Day, Yr.) March 31, 1930		5. AGE - Last Birthday 73	6. BIRTHPLACE (City & State or Foreign Country) Salt Lake City, Utah	7. SOCIAL SECURITY NUMBER [REDACTED]	
8a. PLACE OF DEATH (check only) ☐ 1. Inpatient ☐ 2. ER/Outpatient ☐ 3. DOA ☒ 4. Nursing Home ☐ 5. Residence (any) ☐ 6. Other (specify)			8b. NAME OF HOSPITAL, NURSING HOME OR OTHER FACILITY (if outside a facility, give street address of location) Highland Care Center		
9a. CITY, TOWN, OR LOCATION OF DEATH Salt Lake City			9b. SURVIVING SPOUSE (if wife, give maiden name) Aaron Emmett Saathoff		
10. WAS DECEDENT EVER IN THE U.S. ARMED FORCES? ☐ 1. Yes ☒ 2. No			11. MARITAL STATUS ☐ 1. Never Married ☐ 2. Married ☐ 3. Widowed ☐ 4. Divorced		
12a. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do NOT enter retired) Registered Nurse			12b. KIND OF BUSINESS OR INDUSTRY Health Care		
13a. RESIDENCE - STREET AND NUMBER 6310 South 530 East			13b. CITY, TOWN OR COMMUNITY Murray	13c. COUNTY Salt Lake	13d. STATE Utah
14. INSIDE CITY LIMITS? ☒ 1. Yes ☐ 2. No		14a. ZIP CODE 84107	14b. WAS DECEDENT OF HISPANIC ORIGIN? (If yes, Specify) ☐ 1. Mexican ☐ 2. Cuban ☐ 3. Puerto Rican ☐ 4. Other (Specify)		15. RACE - Black, White, Am. Indian (tribe may be entered), Japanese, etc. (Specify) White
16. EDUCATION (specify only highest grade completed) Elementary or Secondary (9-12) College (13-16 or 17+) 16					
17. FATHER'S NAME (First, Middle, Last) Robert Paton Reid			18. MAIDEN NAME OF MOTHER (First, Middle, Last) Mary Floyd Watson		
19. NAME, RELATIONSHIP AND MAILING ADDRESS OF INFORMANT Aaron E. Saathoff (Husband) 6310 South 530 East Murray, Utah 84107					
20. METHOD OF DISPOSITION ☒ 1. Entombment ☐ 2. Donation ☐ 3. Other ☐ 4. Burial ☐ 5. Cremation ☐ 6. Removal			21a. DATE OF DISPOSITION June 13, 2003	21b. PLACE OF DISPOSITION (name of cemetery, crematory, or other place) Valley View Memorial Park	
22. SIGNATURE OF FUNERAL SERVICE LICENSEE Reg Ecker			23. LICENSEE NUMBER 115981	24. FUNERAL HOME (Name and address) Evans & Early Mortuary 574 East 100 South Salt Lake City, Utah 84102	
25. DATE DECEASED WAS LAST ATTENDED BY CERTIFYING PHYSICIAN 6/8/03			26. If not certified by medical examiner, was death reported to M.E.? ☐ 1. Yes ☒ 2. No If yes, enter the date and hour reported. M.E. CASE NO. _____ HR. _____ MO. _____ DAY _____ YEAR _____		
27a. CERTIFIER ☒ 1. CERTIFYING PHYSICIAN: To the best of my knowledge, death occurred at the time, date, and place, and due to the cause(s) and manner as stated. ☐ 2. MEDICAL EXAMINER AND ENFORCEMENT OFFICIAL: On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, place and due to the cause(s) and manner as stated.					
27b. SIGNATURE AND TITLE OF CERTIFIER [Signature]			27c. LICENSE NUMBER 871816571205	27d. DATE SIGNED (Month, Day, Year) 6/10/03	
28. NAME AND ADDRESS OF PERSON WHO CERTIFIED THE CAUSE OF DEATH (Item 31) (Type/Print) MARY JANE NORMAN MD 4285 So Highland Dr Salt Lake City Utah 84124					
29. REGISTRAR'S SIGNATURE [Signature]			30a. DATE REGISTRAR NOTIFIED OF DEATH (Mo., Day, Yr.) June 11, 2003	30b. DATE FILED (Mo., Day, Yr.) June 11, 2003	
31. PART I. ENTER THE DISEASES, INJURIES, OR COMPLICATIONS THAT CAUSED THE DEATH. DO NOT ENTER THE MODE OF DYING, SUCH AS CARDIAC OR RESPIRATORY ARREST, SHOCK OR HEART FAILURE. LIST ONLY ONE CAUSE ON EACH LINE. IMMEDIATE CAUSE (Final disease or condition resulting in death) a. Metastatic Ovarian Cancer DUE TO (OR AS A CONSEQUENCE OF): b. Breast Cancer DUE TO (OR AS A CONSEQUENCE OF): Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (disease or injury that initiated events resulting in death) LAST PART II. Other Significant Conditions contributing to death but not resulting in the underlying cause given in Part I. 32. IN YOUR OPINION, TOBACCO USE BY THE DECEDENT: ☐ 1. Probably contributed to the cause of death. ☐ 5. NON USER ☐ 2. Was the underlying cause of death. ☐ 3. Did not contribute to the cause of death. ☒ 6. UNKNOWN IF USER ☐ 4. Is unknown in relation to the cause of death.					
34. MANNER OF DEATH ☒ 1. Natural ☐ 2. Accident ☐ 3. Suicide ☐ 4. Homicide ☐ 5. Undetermined ☐ 6. Pending Investigation If injured Purposefully or Accidently			35a. DATE OF INJURY (Mo., Day, Yr.)	35b. TIME OF INJURY (24 Hour Clock)	35c. INJURY AT WORK? ☐ 1. Yes ☐ 2. No
35d. PLACE OF INJURY - At home, farm, street, factory, office, building, etc. (specify)			35e. LOCATION (Street or rural route number, city or town, county and state.)		
35f. If motor vehicle accident specify if decedent was driver, passenger or pedestrian.					
35g. DESCRIBE HOW INJURY OCCURRED (enter sequence of events which resulted in injury; NATURE OF INJURY should be entered in item 31)					

USE PERMANENT BLACK INK

This is to certify that this is a true copy of the certificate on file in this office. This certified copy is issued under authority of section 26-2-22 of the Utah Code Annotated, 1953 As Amended.

Date Issued: June 12, 2003

County SALT LAKE

Registrar

Barry E Nangle

Barry E. Nangle
DIRECTOR OF VITAL RECORDS

By

Ellen Freeman



SDH-BVRHS 95 (9/96)

LL01306976



* 0 1 3 0 6 9 7 6 *

WARNING: IT IS ILLEGAL TO DUPLICATE THIS COPY FOR OFFICIAL PURPOSES. ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATION.

**FIRST AMENDMENT TO THE SAATHOFF
FAMILY TRUST ESTABLISHED ON THE 16TH DAY OF FEBRUARY, 1990**

Aaron E. Saathoff a resident of Salt Lake County, State of Utah, as the surviving Settlor and Trustee of the Saathoff Family Trust established on the 16th day of February, 1990, does hereby exercise the powers reserved in Article III sub. section 3.1 of said trust to "amend, modify or revoke" amends said trust to read as follows

Article I sub paragraph 1.2 is amended to read:

1.2 Family. The family of the undersigned consists of the following:

Aaron E. Saathoff
Annette Saathoff Gertz
Roger Gertz
Benjamin Gertz
Kyle Gertz

Article (Section) V sub paragraph 5.1 is amended to read:

5.1 All Trust principal together with all accumulated income thereof, shall, upon the death of Aaron E. Saathoff, be distributed and held as follows: (a) 50% shall be distributed outright to Annette Saathoff Gertz if she is living and (b) 50% shall be held in trust for the use and benefit of Benjamin Gertz and Kyle Gertz. In the event Annette Saathoff Gertz should predecease Aaron E. Saathoff, then and in that event the Trust principal together with all accumulated income thereof shall be distributed and held as follows: (a) 33 1/3 % shall be distributed outright to Roger Gertz and 66 2/3 % shall be held for the use and benefit of Benjamin Gertz and Kyle Gertz. The percentage held in trust for the benefit of Benjamin Gertz and Kyle Gertz shall be subject to variation and allocation between said beneficiaries as determined by the trustee who is directed to take into consideration any special circumstances or needs, medical or otherwise that could impair or negatively impact the ability of said beneficiaries to earn a living taking into consideration any other benefits received.

Article (Section) VII sub paragraph 7.1 is amended to read:

7.1 The following will act a co-trustees, and as replacement co-trustees in the following order of succession:

- a) Aaron E. Saathoff and Annette Saathoff Gertz as co-trustees;
- b) Roger Gertz as co-trustee with the survivor of Aaron E. Saathoff and Annette Saathoff Gertz.

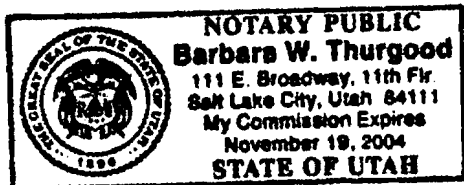
IN WITNESS WHEREOF, Aaron E. Saathoff, the Undersigned, as surviving Settlor has executed this First Amendment to the Saathoff Family Trust, this 03 day of OCT., 2003.

Aaron E. Saathoff
AARON E. SAATHOFF, Settlor and Trustee

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 3rd day of October, 2003 personally appeared before me AARON E. SAATHOFF known to me to be the person whose name is subscribed to the foregoing First Amendment to the. **SAATHOFF FAMILY TRUST TRUST**, and acknowledged to me that he executed the same for the uses and purposes therein expressed.

Barbara W. Thurgood
NOTARY PUBLIC
Residing at: SL Co., UT



STATE OF IDAHO)
COUNTY OF CUSTER)ss.

This instrument was filed for record
at the request of A.E. ROMRELL
on 11:05 o'clock A.M. 3-7- 1983
and indexed in the Records of Custer
County.

Ethel M. Peck
Ex-Officio Recorder

QUIT-CLAIM DEED

Barbara Abbott Deputy

Fees 2.00

FOR VALUE RECEIVED, M. D. ROMRELL, SR., and ARVA ROMRELL, his wife, do hereby convey, release, remise and forever quit claim unto AARON E. SAATHOFF and DONA R. SAATHOFF, his wife, as Joint Tenants, whose current address is 6310 South 530 East, Murray, Utah, 84107, the following described premises, to-wit:

Beginning on the east boundary line of a county road at a point 1100 feet north and 594 feet east from the southwest corner of Section 35, Township 10 North, Range 18 East, Boise Meridian, thence North 55°28' East 216 feet, and North 58°34' East 162.71 feet along the east boundary line of said road to the north boundary line of the Southwest 1/4 of the Southwest 1/4, thence North 89° 53' East 210.46 feet along said north boundary line to the west bank of the East Fork of the Salmon River, thence South 48°18' West 113.83 feet and South 61°07' West 130 feet and South 81°51' West 175 feet and South 71°40'47" West 80.62 feet and South 76°23' West 81 feet along the west bank of said River to the point of beginning, and containing 0.88 of an acre, more or less, in the Southwest 1/4 of the Southwest 1/4 of said Section 35.

Together with their appurtenances,

WITNESS the hands of said Grantors, this 7 day of March, 1983.

M. D. ROMRELL, SR.

ARVA ROMRELL

STATE OF IDAHO)
COUNTY OF BINGHAM) ss.

On this 7th day of March, 1983, before me, a Notary Public, in and for the State of Idaho, personally appeared M. D. ROMRELL, SR., and ARVA ROMRELL, his wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

March 3, 1991

Re: Water Right No. A72 04084
Aaron E. Saathoff and Dona R. Saathoff -
Evidence of Priority Date

To whom it may concern:

I, George B. Shindurling and Anna M. Shindurling being previous owners of a parcel of land located in T10N, R18E., Sec. 35, NE.SW.SW., Custer County, Idaho, and consisting of 0.81+/- acres, sold said parcel of land to Aaron E. Saathoff, Dona R. Saathoff, M. D. Romrell Sr. and Arva M. Romrell on September 6, 1967. The parcel of land was fully obtained at a later date by quit claim deed by Aaron E. Saathoff and Dona R. Saathoff and are they are sole owners of this parcel of land.

we have personal knowledge that Beneficial use of this water right was first made in the spring of 1968 and has been in use each year since that date.

Signed:

Notary



George B. Shindurling



Anna M. Shindurling

COPY

WARRANTY DEED

GEORGE B. SHINDURLING and ANNA M. SHINDURLING, his wife, Grantors, of Custer County, Idaho, for Ten Dollars (\$10.00) and other good and valuable consideration, hereby convey and warrant to M. D. ROMRELL, SR., and ARVA ROMRELL, his wife, and AARON E. SAATHOFF and DONA R. SAATHOFF, his wife, and to the survivor as joint tenants and not as tenants in common, Grantees, of Salt Lake City, Utah, the following described tract of land in Custer County, Idaho, to-wit:

Beginning on the east boundary line of a county road at a point 1100 feet north and 594 feet east from the southwest corner of Section 35, Township 10 North, Range 18 East, Boise Meridian, thence North 55° 28' East 216 feet, and North 58° 34' East 162.71 feet along the east boundary line of said road to the north boundary line of the Southwest 1/4 of the Southwest 1/4, thence North 89° 53' East 210.46 feet along said north boundary line to the west bank of the East Fork of the Salmon River, thence South 48° 18' West 113.83 feet and South 61° 07' West 130 feet and South 81° 51' West 175 feet and South 71° 40' 47" West 80.62 feet and South 76° 23' West 81 feet along the west bank of said River to the point of beginning, and containing 0.88 of an acre, more or less, in the Southwest 1/4 of the Southwest 1/4 of said Section 35.

WITNESS the hands of said Grantors this 6th day of September, 1967.

George B. Shindurling
George B. Shindurling
Anna M. Shindurling
Anna M. Shindurling

STATE OF IDAHO)
COUNTY OF Custer)

On this 6th day of September, 1967, before me, a Notary Public in and for the State of Idaho, personally appeared GEORGE B. SHINDURLING and ANNA M. SHINDURLING, his wife,

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

J. Louis P. May Jr.
NOTARY PUBLIC
Residing at Challis, Idaho

My commission expires:

March 17, 1971

No. 133159

State of Idaho } ss.
County of Custer }

This instrument was filed for

record at the request of _____

_____ George R. Rindley

at _____ 3:00 o'clock P. M.

_____ Sept. 6 1962

and duly recorded in Vol. 36

of Deeds

Page 516

Records of Custer County, Idaho

_____ Ernest M. Jones

Ex-Officio Recorder.

By _____ Ernest M. Jones Deputy

Filed _____

COMPARED
INDEXED

When Recorded Return to:
Bill Thomas Peters, Esq.
#9 Exchange Place, Suite 1000
Salt Lake City, Utah 84111

RECEIVED

SEP 24 2007

DEPT. OF WATER RESOURCES
SOUTHERN REGION

QUITCLAIM DEED

AARON E. and DONA R. SAATHOFF, husband and wife, Grantors, hereby quitclaim to Aaron E. and Dona R. Saathoff, Trustees of the Saathoff Family Trust, Grantees, as joint tenants, with full rights of survivorship, for the sum of TEN AND NO/100THS DOLLARS (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the following-described tract of land located in the city of Clayton, Custer County, State of Idaho, to-wit:

LEGAL DESCRIPTION

Beginning on the east boundary line of a county road at a point 1100 feet north and 594 feet east from the southwest corner of Section 35, Township 10 North, Range 18 East, Boise Meridian, thence North 55°28' East 216 feet, and North 58°34' East 162.71 feet along the east boundary line of said road to the north boundary line of the Southwest 1/4 of the Southwest 1/4, thence North 89°53' East 210.46 feet along said north boundary line to the west bank of the East Fork of the Salmon River, thence South 48°18' West 113.83 feet and South 61°07' West 130 feet and South 81°51' West 175 feet and South 71°40'47" West 80.62 feet and South 76°23' West 81 feet along the west bank of said River to the point of beginning, and containing 0.88 of an acre, more or less, in the Southwest 1/4 of the Southwest 1/4 of said Section 35.

WITNESS the hand of said Grantor this 16th day of FEBRUARY, 1990.

Aaron E. Saathoff
AARON E. SAATHOFF
GRANTOR

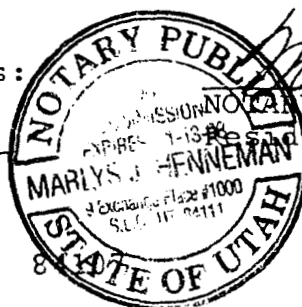
Dona R. Saathoff
DONA R. SAATHOFF
GRANTOR

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 16th day of February, 1990, personally before me Aaron E. Saathoff and Dona R. Saathoff the signers of the above instrument, who duly acknowledged to me that they executed the same.

My Commission Expires:

11-13-93



Residing at: SLC

Grantor's Address:
6310 South 530 East
Salt Lake City, Utah 84111

RECEIVED

SEP 24 2007

DEPT. OF WATER RESOURCES
SOUTHERN REGION

When Recorded Return to:
Bill Thomas Peters, Esq.
#9 Exchange Place, Suite 1000
Salt Lake City, Utah 84111

QUITCLAIM DEED

AARON E. and DONA R. SAATHOFF, husband and wife, Grantors, hereby quitclaim to Aaron E. and Dona R. Saathoff, Trustees of the Saathoff Family Trust, Grantees, as joint tenants, with full rights of survivorship, for the sum of TEN AND NO/100THS DOLLARS (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the following-described tract of land located in the Salt Lake City, Salt Lake County, State of Utah, to-wit:

LEGAL DESCRIPTION

6310 South 530 East, Lot 47 Longview Acres Sub No 4 except
N 1 FT thereof.

WITNESS the hand of said Grantor this 16th day of February,
1990.

Aaron E. Saathoff
AARON E. SAATHOFF
GRANTOR

Dona R. Saathoff
DONA R. SAATHOFF
GRANTOR

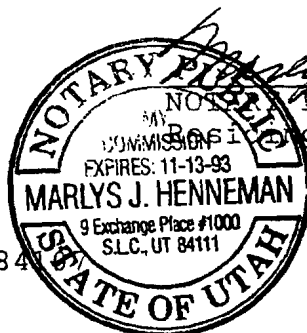
STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 16th day of February, 1990, personally before
me Aaron E. Saathoff and Dona R. Saathoff the signers
of the above instrument, who duly acknowledged to me that they
executed the same.

My Commission Expires:

11-13-93

Grantor's Address:
6310 South 530 East
Salt Lake City, Utah 84111



Marlys J. Henneman
Residing at: Salt Lake

NW 1/4 - SW 1/4 SEC. 35

0.71 ACRES ±

POA 1322.1

S. 89° 53' W. 210.46
N. 89° 53' E.

COUNTY 1.34 E. 0.88 ACRES ±

Point of beginning
1100 feet N. 80° 59' E. at E
from SW cor. Sec 35
T.10 N. R. 18 E. B.M.

POINT OF BEGINNING
1100 FEET N. 80° 59' E. at E
from SW cor. Sec 35
T.10 N. R. 18 E. B.M.

N. 55° 28' E. 80.62
S. 76° 23' W. 81.61

S. 81° 51' W. 175.0
EAST

5.61° 07' W. 190.3
FORD

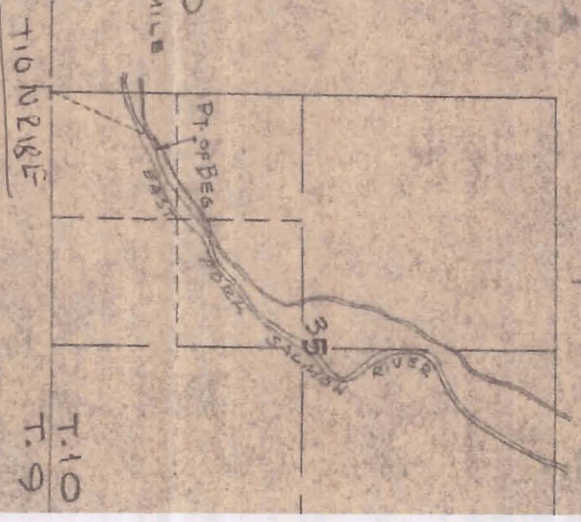
SW 1/4 - SW 1/4 SEC. 35
SAVANO

N. 77° 08' E. 87.1
S. 40° 36' W. 100.1
170°

PROPERTY OF M.D. ROMRELL, SR.
& ARON E. SAATHOFF

U.S. VACANT LANDS

KEY MAP
SCALE: 1 IN. = 1/2 MILE



PROPERTY OF M.D. ROMRELL, SR.
IN THE NW 1/4 SW 1/4 SEC. 35
T.10 N. R. 18 E.,
CUSTER COUNTY, I.
SCALE: 1 IN. = 50 FT.
Aug 15 1967