

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
OCT 26 2020
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?
75-14783	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: Ray Elbert Stephenson
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Don L. Starkey Trust
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 10 Jakich Dr. Salmon Idaho 83467
Mailing address City State ZIP
- 208-742-1155 1155@custertel.net
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: 09-29-2020
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: Laura Darnell Starkey Trustee of the Don L. Starkey Trust 10-20-2020
Signature of new owner/claimant Title, if applicable Date

Signature: _____ _____ _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by KM Date 10.26.2020 Receipt No. C109401 Receipt Amt. \$ 25.00
 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 10-27-2020



WARRANTY DEED

Alliance Title & Escrow Corp. Order No.: 509505

FOR VALUE RECEIVED

Ray E. Stephenson, a single man

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Laura Darnell Starkey, Trustee of the Don L. Starkey Trust dated May 9, 2007

whose current address is

**PO Box 200
Carmen, ID 83462**

the grantee(s), the following described premises, in Lemhi County, Idaho, TO WIT:

**Lot 2 of Jakich Family Estates Subdivision recorded in Book 9 at Page 78 and
Amended in Book 9 at Page 83, Official Records of Lemhi County, Idaho.**

The below legal will only show on the Warranty Deed:

Together with and subject to: An Irrigation Easement

**A 20 foot wide easement for the purpose of building and maintaining a irrigation
system for Lots 1, 2, 3 and 4 of the Jakich Family Estates Subdivision, located in
Section 18, T. 21 N., R. 22 E., Boise Meridian, Lemhi County, Idaho, more
particularly described as follows:**

**Beginning at the Southwest corner of Lot 3 of said subdivision run thence N. 00° 02'
45" E. along the westerly boundary of said subdivision a distance of 486.00 feet to
the Northwest corner of Lot 2 of said subdivision;
Thence S. 89° 46' 11" E. along the Northerly boundary of said Lot 2 a distance of 20
feet;
Thence S. 00° 02' 45" W. a distance of 486.00 ft. to a point on the southerly
boundary of said Lot 3;
Thence N. 89° 46' 11" W. along said boundary a distance of 20.00 ft. to the point of
beginning.**



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Alliance Title & Escrow Corp. Order No.:509505

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whose current address is

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Carmen, ID 83462**

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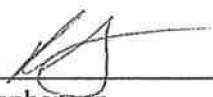
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Thence S. 89° 46' 11" E. along the Northerly boundary of said Lot 2 a distance of 20 feet;
Thence S. 00° 02' 45" W. a distance of 486.00 ft. to a point on the southerly boundary of said Lot 3;
Thence N. 89° 46' 11" W. along said boundary a distance of 20.00 ft. to the point of beginning.**

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 9-29-20



Ray E. Stephenson

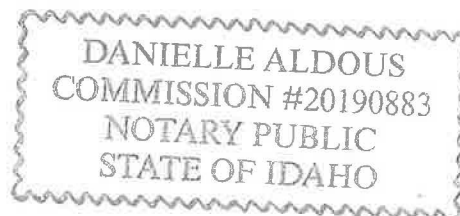
State of Idaho } ss
County of Lemhi }

On this 29 day of September, 2020, before me, Danielle Aldous, a Notary Public in and for said state, personally appeared Ray E. Stephenson, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed same.

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



Danielle Aldous
Notary Public for the State of Idaho
Residing at: Salmon
Commission Expires: 5/1/25



State of Idaho
Department of Water Resources
Water Right License
75-14783



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

0 0.035 0.07 0.14 Miles



STATE OF IDAHO

CERTIFICATION OF VITAL RECORD

STATE OF IDAHO

IDAHO DEPARTMENT OF HEALTH AND WELFARE
BUREAU OF VITAL RECORDS AND HEALTH STATISTICS

CERTIFICATE OF DEATH

Date Filed JUNE 15, 2016

State File No. 2016-05977

DECEDENT - LEGAL NAME DONNY LEE STARKEY			
SEX MALE	SOCIAL SECURITY NUMBER [REDACTED]	AGE 72 YEARS	DATE OF BIRTH MAY 15, 1944
BIRTHPLACE KINGSBURG, CALIFORNIA		PLACE OF RESIDENCE NORTH FORK, IDAHO	
MARITAL STATUS AT TIME OF DEATH MARRIED		NAME OF SURVIVING SPOUSE (If wife, maiden name) LAURA DARNELL GAYNOR	WAS DECEDENT EVER IN U.S. ARMED FORCES? NO
FATHER - NAME MERRELL D STARKEY			BIRTHPLACE CALIFORNIA
MOTHER - MAIDEN NAME EVELYN HARRIS			BIRTHPLACE CALIFORNIA
METHOD OF DISPOSITION REMOVAL FROM STATE		FUNERAL SERVICE LICENSEE TAMMY J. BOWERMAN	
NAME AND ADDRESS OF FUNERAL FACILITY JONES & CASEY FUNERAL HOME, SALMON, IDAHO			
DATE OF DEATH JUNE 10, 2016	TIME OF DEATH 11:20 P.M.	CITY, TOWN OR LOCATION OF DEATH NORTH FORK, IDAHO	COUNTY OF DEATH LEMHI
CAUSE OF DEATH (underlying cause last) a. SELF INFLICTED GUNSHOT WOUND TO THE HEAD			Approximate Interval Between Onset and Death SECONDS
b. DUE TO (or as a consequence of):			
c. DUE TO (or as a consequence of):			
d. DUE TO (or as a consequence of):			
OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH but not resulting in the underlying cause given above TERMINAL LUNG CANCER			WAS AN AUTOPSY PERFORMED? NO
MANNER OF DEATH SUICIDE	NAME OF CERTIFIER MIKE ERNEST		TITLE CORONER
CORONER SUBSEQUENT CERTIFICATION IF NECESSARY			
EXTERNAL CAUSES ONLY			
DATE OF INJURY JUNE 10, 2016	TIME OF INJURY 11:20 P.M.	PLACE OF INJURY RESIDENCE	INJURY AT WORK? NO
LOCATION WHERE INJURY OCCURRED 6 CHERRY HILL LANE, NORTH FORK, IDAHO			
DESCRIPTION OF HOW INJURY OCCURRED SELF INFLICTED GUNSHOT WOUND TO THE HEAD WITH HANDGUN			

This is a true and correct reproduction of the document officially registered and placed on file with the IDAHO BUREAU OF VITAL RECORDS AND HEALTH STATISTICS.

JUNE 15, 2016

DATE ISSUED: _____

This copy not valid unless prepared on engraved border displaying state seal and signature of the Registrar.

PCNCO 10011113

James B. Aydelotte
JAMES B. AYDELOTTE
STATE REGISTRAR



DON L. STARKEY TRUST

THIS TRUST AGREEMENT, amended and restated, made and entered into this 9TH day of MAY, 2007, by and between Donny Lee Starkey also known as Don L. Starkey, domiciled in the City of North Fork, County of Lemhi, State of Idaho, as trustor ("Trustor") and Don L. Starkey, as trustee ("Trustee").

WITNESSETH:

WHEREAS, Trustor and Trustee executed that certain written Trust Agreement on the November 6, 2002, which established the Don L. Starkey Trust;

WHEREAS, Trustor reserved the right at any time, and from time to time, to amend, revoke, or modify in whole or in part any portion of the Don L. Starkey Trust, or any amendment or restatement thereof; and

WHEREAS, Trustor hereby amends and restates the Don L. Starkey Trust with the following amendment and restatement to constitute the complete and entire Trust Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions as hereinafter set forth, Trustor does hereby amend and restate the Don L. Starkey Trust with the following amendment and restatement to constitute the complete and entire Trust Agreement.

ARTICLE I

TRUST ESTATE

1.01 Trustor previously transferred and delivered to Trustee the sum of one hundred dollars (\$100) cash and other property, receipt of which is hereby acknowledged by Trustee, to have and to hold in trust, and which shall be held by Trustee for the uses and purposes and upon the terms and conditions hereinafter set forth.

1.02 Additional property may from time to time, and at any time, be transferred by Trustor or by any other person or persons, natural, or legal, to Trustee, with Trustee's consent, and such property shall thereupon become a part of the Trust Estate and shall be held, managed, invested, reinvested, and administered and the income and principal thereof distributed pursuant to the terms and conditions hereinafter set forth.

1.03 All property, previously, now, and hereafter conveyed or transferred to

Don L. Starkey Trust

(i) the challenge of Trustor's Estate Plan is made in good faith, (ii) probable cause exists for instituting such action, suit or proceeding, (iii) the plaintiff will be, more likely than not, successful in the pursuit of such action, suit, or proceeding, and (iv) the prohibition of such action, suit, or proceeding, in the opinion of the court, would violate public policy. Trustor requests that no settlement be approved by the court unless it is proved by clear and convincing evidence that such settlement is in the best interest of the Trust Estate and Trustor's Estate Plan.

ARTICLE X

TRUSTEE AND SUCCESSOR TRUSTEE

10.01 The initial Trustee of the Trust and Trust Estate herein created shall be Don L. Starkey.

10.02 In the event Don L. Starkey should be unable, refuse, or fail for any reason whatsoever to serve or to continue to serve as Trustee, then and in that event Trustor hereby nominates and appoints Laura Darnell Starkey to serve as Trustee of the Trust and Trust Estates herein created.

10.03 In the event Laura Darnell Starkey should be unable, refuse, or fail for any reason whatsoever to serve or to continue to serve as Trustee, then and in that event Trustor hereby nominates and appoints John V. Paige to serve as Trustee of the Trust and Trust Estates herein created.

10.04 Any Trustee or successor Trustee, while serving as Trustee, shall have the right to nominate and appoint in writing one or more additional successor Trustees to act and serve as successor Trustee of the Trust after the failure of all of the above named successor Trustees to serve. The appointment of a successor Trustee hereunder shall be made by a duly acknowledged instrument delivered to the Primary Beneficiary and retained with the Trust's records.

10.05 Trustor hereby directs that Trustee and successor Trustees designated hereinabove shall serve without bond. No successor Trustee shall be liable for the acts or omissions of a predecessor Trustee, and each successor Trustee is hereby relieved from any duty to examine into such acts or omissions.

Don L. Starkey Trust

14.19 Trustor. The term "Trustor" shall mean Don L. Starkey.

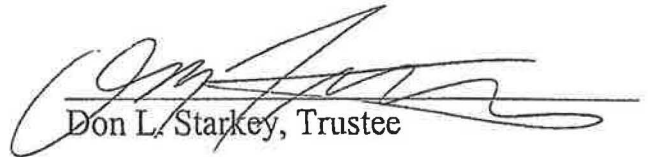
14.20 Trustor's Children. The term "Trustor's Children" shall mean Shannon Eileen Starkey Neubert and Sherrie Lynn Starkey Ure and any children subsequently born to, or adopted by, Trustor in accordance with paragraph 14.03.

14.21 Trustor's Spouse. The term "Trustor's Spouse" shall mean Laura Darnell Starkey.

IN WITNESS WHEREOF, Trustor has executed this Trust Agreement on the day and year first above written.


Don L. Starkey, Trustor

In acceptance as Trustee, Don L. Starkey hereby has agreed to act and discharge the office, duties, responsibilities, and obligations set forth hereinabove as Trustee of the Don L. Starkey Trust. Trustee has executed this Trust Agreement on the day and year first above written.


Don L. Starkey, Trustee

State of Idaho)
) ss
County of Lemhi)

The foregoing instrument was acknowledged before me on May 12, 2016, by Don L. Starkey, as Trustor and as Trustee.



Brenda Armstrong
Notary Public

My Commission Expires:

3/14/2017

We, the undersigned witnesses, hereby acknowledge that Don L. Starkey, as Trustor and as Trustee, signed the above First Amendment in our presence and we at his request and in his presence and in the presence of each other subscribed our names as witnesses on the day and year first above written.

Witness:

Address:

Signature: Sue Dickens

Print Name: Sue Dickens

721 Lemhi Ave Salmon, Id 83467

Signature: Jim Edwards

Print Name: Jim M. Edwards

105 Lafayette Ave
Salmon, ID 83467



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E FRONT ST STE 648 PO BOX 83720 • BOISE, ID 83720-0098

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

Brad Little
Governor

Gary Spackman
Director

October 27, 2020

DON L STARKEY TRUST
10 JAKICH DR
SALMON ID 83467-2642

Re: Change in Ownership for Water Right No(s): 75-14783

Dear Water Right Holder(s):

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

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

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

If you have any questions concerning the enclosed information, please contact me at (208) 287-4942.

Sincerely,

Jean Hersley
Technical Records Specialist 2

Enclosure(s)