

\$50

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

AUG 14 2018

DEPARTMENT OF
WATER RESOURCES

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
74-15013	Yes ☐	Yes ☐		Yes ☐	Yes ☐
74-1090	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: CLYDE A STOUT
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): DOLORES M STOUT, TRUSTEE STOUT FAMILY TRUST DATED NOVEMBER 27, 2006
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 10835 GARRETT RD STANTON CA 90680-2206
Mailing address City State ZIP
- 714-757-2322 edstout13@yahoo.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: 8/7/2018
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.

SUPPORT DATA

IN FILE # 74-1090

8. Signature: [Signature] agent 08/08/18
Signature of new owner/claimant Title, if applicable Date
- Signature: Edward I. Stout _____ _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by [Signature] Date 8-14-18 Receipt No. C105511 Receipt Amt. 50-

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing

Name on W-9 _____ Approved by _____ Processed by dj W-9 received? Yes ☐ No ☐

Date 8-15-18



DOLORES M. STOUT, Principal, to **CLYDE A. STOUT**, Agent(s)

**DURABLE POWER OF ATTORNEY FOR FINANCIAL PURPOSES
AND NOMINATION OF CONSERVATOR**

WARNING TO PERSON EXECUTING THIS DOCUMENT:

THIS IS AN IMPORTANT LEGAL DOCUMENT. IT CREATES A DURABLE POWER OF ATTORNEY. BEFORE EXECUTING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS.

1. THIS DOCUMENT MAY PROVIDE THE PERSON YOU DESIGNATE AS YOUR ATTORNEY-IN-FACT WITH BROAD POWERS TO DISPOSE, SELL, CONVEY, AND ENCUMBER YOUR REAL AND PERSONAL PROPERTY.
2. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH CARE DECISIONS FOR YOU.
3. THESE POWERS WILL EXIST FOR AN INDEFINITE PERIOD OF TIME UNLESS YOU LIMIT THEIR DURATION IN THIS DOCUMENT. THESE POWERS WILL CONTINUE TO EXIST NOTWITHSTANDING YOUR SUBSEQUENT DISABILITY OR INCAPACITY.
4. YOU HAVE THE RIGHT TO REVOKE OR TERMINATE THIS DURABLE POWER OF ATTORNEY AT ANY TIME.

TO WHOM IT MAY CONCERN:

DOLORES M. STOUT (the principal) presently a resident of Orange County, California, hereby appoints CLYDE A. STOUT (the agent(s)), presently a resident of Orange County, California, as the principal's true and lawful attorney-in-fact.

If CLYDE A. STOUT is unable or unwilling to act as agent, I designate EDWARD JAMES STOUT as agent to serve with all rights and responsibilities given to the original agent.

If EDWARD JAMES STOUT is unable or unwilling to act as agent, I designate CAROLYN JACKSON as agent to serve with all rights and responsibilities given to the original agent.

My agent(s) shall act without bond.

WITNESSES:





FOR IDENTIFICATION:



The attorney-in-fact shall act for the principal and in the principal's name, place, and stead:

1. To manage, control, lease, sublease, and otherwise act concerning any real property which the principal may own, collect and receive rents or income therefrom; pay taxes, charges, and assessments on the same; repair, maintain, protect, preserve, alter, and improve the same; and do all things necessary or expedient to be done in the agent's judgment in connection with the property.
2. To purchase real property on the principal's behalf; to mortgage, pledge, or otherwise encumber such newly acquired property; to commit the resources of the principal with respect to purchase of such property; to do all acts and execute all documents necessary for the purchase of such property; and to otherwise generally deal in all respects and have all powers described in this power of attorney with respect to such property.
3. To manage and control all partnership interests owned by the principal and to make all decisions the principal could make as a general partner, limited partner, or both, and to execute all documents required of the principal as such partner, all to the extent that the agent's designation for such purposes is allowed by law and is not in contravention of any partnership or other agreement.
4. To purchase, sell, invest, reinvest, and generally deal with all stocks, bonds, debentures, warrants, partnership interests, rights, and securities owned by the principal.
5. To collect and deposit for the benefit of the principal all debts, interest, dividends, or other assets that may be due or belong to the principal, and to execute and deliver receipts and other discharges thereof; to demand, arbitrate, and pursue litigation on the principal's behalf concerning all rights and benefits to which the principal may be entitled; and to compromise, settle, and discharge all such matters as the agent considers appropriate under the circumstances.
6. To pay any sums of money that may at any time be or become owing from the principal, to sell, and to adjust and compromise any claims which may be made against the principal as the agent considers appropriate under the circumstances.
7. To grant, sell, transfer, convey, mortgage, deed in trust, pledge, and otherwise encumber and deal in all property, real and personal, that the principal may own; including but not limited to any real property described on any exhibit attached to

WITNESSES:



RM

FOR IDENTIFICATION:



this instrument including property acquired after execution of this instrument; to attach exhibits to this instrument which provide legal descriptions of any such property; and to execute such instruments as the agent deems proper in conjunction with all matters covered in this paragraph 7.

8. To prepare and file all income and other federal and state tax returns which the principal is required to file; to sign the principal's name on tax returns, including forms but not limited to Form 1040; hire preparers and advisors and pay for their services; and to do whatever is necessary to protect the principal's assets from assessments for income taxes and other taxes for five years prior to the date of this power of attorney and beyond. The agent is specifically authorized to receive confidential information; to receive checks in payment of any refund of taxes, penalties, or interest; to execute waivers (including offers of waivers) of restrictions on assessment or collection of tax deficiencies and waivers of notice of disallowance of claims for credit or refund; to execute consents extending the statutory period for assessment or collection of taxes; to execute closing agreements under Internal Revenue Code section 7121, or any successor statute; and to delegate authority or substitute another representative with respect to all above matters.
9. To deposit in and draw on any checking, savings, agency, or other accounts that the principal may have in any banks, savings and loan associations, and any accounts with securities brokers or other commercial institutions, and to establish and terminate all such accounts.
10. To invest and reinvest the principal's funds in every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not limited to, corporate obligations of every kind, preferred or common stocks, shares of investment trusts, investment companies, mutual funds and mortgage participations; that, under the circumstances then prevailing (specifically including but not limited to the general economic conditions and the principal's anticipated needs) persons of skill, prudence, and diligence acting in a similar capacity and familiar with those matters would use in the conduct of an enterprise of a similar character and with similar aims, to attain the principal's goals; and to consider individual investments as part of an overall plan.
11. To have access to all safe deposit boxes in the principal's name or to which the principal is an authorized signatory; to contract with financial institutions for the maintenance and continuation of safe deposit boxes in the principal's name; to add

WITNESSES:



RM

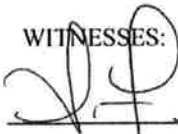
FOR IDENTIFICATION:



to and remove the contents of all such safe deposit boxes; and to terminate contracts for all such safe deposit boxes.

12. To make additions and transfer assets to any and all revocable living trusts of which the principal is or becomes a settlor, hereby intending to give the fullest power and not intending by anything hereinafter contained to limit such full power.
13. To use any credit cards in the principal's name to make purchases and to sign charge slips on behalf of the principal as may be required to use such credit cards; and to close the principal's charge accounts and terminate the principal's credit cards under circumstances where the agent considers such acts to be in the principal's best interest.
14. To do all things and enter into all transactions necessary to provide for the principal's personal care and to maintain the principal's customary standard of living; to provide suitable living quarters for the principal; and to hire and compensate household, nursing, and other employees as the agent considers advisable for the principal's well being. The above shall specifically include but not be limited to the authority to pay the ongoing costs of maintenance of the principal's present and future residence, such as interest, taxes, and repairs; to procure and pay for clothing, transportation, medicine, medical care, food, and other needs; and to make arrangements, enter into contracts, and commit the principal's resources on the principal's behalf with respect to provision of residential care for the principal in a convalescent hospital, skilled nursing home, or other alternative residential facility.
15. Generally to do, execute, and perform any other act, deed, matter, or thing, that in the opinion of the agent ought to be done, executed, or performed in conjunction with this power of attorney, of every kind and nature, as fully and effectively as the principal could do if personally present, including bringing suit against any bank or other entity that fails or refuses to honor this power of attorney. The enumeration of specific items, acts, rights, or powers in this instrument does not limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers granted to the agent except where powers are expressly restricted.
16. The agent is authorized and directed to commence enforcement proceedings, at the principal's expense, against any third party who fails to honor this durable power of attorney.

WITNESSES:





FOR IDENTIFICATION:



17. This power of attorney shall apply to all property owned by me, whether title is held as sole owner, as a joint tenant, as a tenant in common, as trustee of a revocable living trust, or otherwise.
18. Notwithstanding any other possible language to the contrary in this document, the agent is specifically NOT granted the following powers:
 - a. To use the principal's assets for the agent's own legal obligations, including but not limited to support of the agent's dependents;
 - b. To exercise any trustee powers under an irrevocable trust of which the agent is a settlor and the principal is a trustee; and
 - c. To exercise incidents of ownership over any life insurance policies that the principal owns on the agent's life.
19. Any third party from whom the agent may request information, records, or other documents regarding the principal's personal affairs may release and deliver all such information, records, or documents to the agent. The principal hereby waives any privilege that may apply to release of such information, records, or other documents.
20. The agent's signature under the authority granted in this power of attorney may be accepted by any third party or organization with the same force and effect as if the principal were personally present and acting on the principal's own behalf. No person or organization who relies on the agent's authority under this instrument shall incur any liability to the principal, the principal's estate, heirs, successors, or assigns, because of reliance on this instrument.
21. This power of attorney shall apply to all presently owned and future acquired assets of the principal, and shall include the power to acquire any assets as described herein on the principal's behalf.
22. The principal's estate, heirs, successors, and assigns shall be bound by the agent's acts under this power of attorney.
23. This power of attorney shall not be affected by the principal's subsequent disability or incapacity.

WITNESSES:



Ray

FOR IDENTIFICATION:



SPACE ABOVE RESERVED FOR RECORDER'S USE

Personal Representatives Deed

This Deed, made by **EDWARD JAMES STOUT**, as personal representative of The ESTATE OF CLYDE A STOUT, deceased, Grantor, to **DOLORES M STOUT, TRUSTEE OF THE STOUT FAMILY TRUST DATED NOVEMBER 27, 2006**, whose address is 10835 Garrett Rd., Stanton, CA 90680, Grantees;

Whereas, pursuant to an Order of the Magistrate's Court of Lemhi County, Idaho, in the estate of the above-named deceased, filed as Lemhi County Case No. CV-2018-178, confirming on the Grantor the powers and authority granted to Personal Representatives under the Uniform Probate Code of the State of Idaho;

Therefore, for valuable consideration received, Grantor quitclaims, transfers, and conveys to Grantees **DOLORES M STOUT, TRUSTEE OF THE STOUT FAMILY TRUST DATED NOVEMBER 27, 2006**, the following parcel of land lying in Salmon, County of Lemhi, State of Idaho, more particularly described as:

See Attached Legal Description as Exhibit 'A'

with all thereto appurtenances and subject to all easements and restrictions of record.

EXECUTED this 7 day of August, 2018.

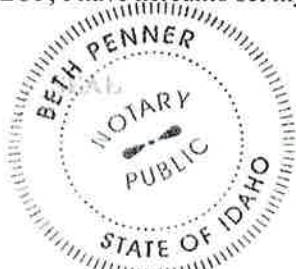


Edward James Stout as Personal Representative of
The Estate of Clyde A Stout

STATE OF Idaho)
) ss
COUNTY OF Lemhi)

On this 7th day of August, 2018, before me, the undersigned, a notary public in and for said state, personally appeared, **EDWARD JAMES STOUT**, known or identified to me to be the person whose name is subscribed to the within instrument, as Personal Representative of the Estate of Clyde A Stout, deceased, and acknowledged to me that he executed the same as Personal Representative.

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



Beth Penner
NOTARY PUBLIC
Residing at: Salmon, ID
Commission Expires: July 24, 2019

**Legal Description
Exhibit 'A'**

A parcel of land located in the NW1/4 of Section 16 and the NE1/4 of Section 17, T 18 N, R 24 E, Boise Meridian, Lemhi County, Idaho, more particularly described as follows: Beginning at the Northwest Corner of said Section 16 from which the North 1/4 Corner of said Section 16 bears N 89deg 42'01" E the Basis Of Bearing of this description, 2675.18 feet said point being the POINT OF BEGINNING; Thence N 89deg 42' 01" E, 142.87 feet to the intersection with the Westerly right of way of Highway 28; Thence S 10deg 43' 32" E along said Westerly right of way, 1349.77 feet; thence leaving said right of way S 78deg 21'34" W, 161.24 feet; Thence N 14deg 12' 18" W, 79.58 feet; Thence S 79deg 50' 33" W, 46.34 feet; Thence N 17deg 12' 27" W, 559.92 feet to the intersection with the West line of said Section 16; Thence N 27deg 48' 16" W, 848.62 feet to the intersection with the North line of said Section 17; Thence N 89deg 29' 15" E, 390.50 feet to the said Northwest Corner of said Section 16 said point being the POINT OF BEGINNING.

This instrument has been prepared as an accommodation only. It has not been examined as to its execution, insurability or effect on title.

FILED ON

JUL 31 2018

LEMHI COUNTY MAGISTRATE

Taylor W. Tibbitts, ISB No. 9212
T.W. TIBBITTS, ATTORNEY AT LAW, PLLC
PO Box 102
Salmon, ID 83467
Ph: (208)303-0127
Email: taylor@twtibbittslaw.com

Attorney for Applicant Edward James Stout

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT
STATE OF IDAHO, COUNTY OF LEMHI

IN THE MATTER OF THE ESTATE OF:

CLYDE A. STOUT,

Deceased.

Case No. CV-2018- 178

LETTERS TESTAMENTARY

Dolores M. Stout was appointed as the Executor/Personal Representative and has waived her right to act as such. Therefore, Edward James Stout has been appointed and qualified as Executor/Personal Representative of the Estate of Clyde A. Stout on the 31st day of July 2018, by the Magistrate acting as Registrar with all authority pertaining thereto.

Administration of the Estate is unsupervised.

These Letters are issued to evidence the appointment, qualification and authority of said Executor/Personal Representative.

WITNESS my signature and the seal of this Court this 31st day of July 2018.

STATE OF IDAHO
COUNTY OF LEMHI
I, TERRY J. MORTON, CLERK OF THE DISTRICT COURT
OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF
IDAHO, IN AND FOR THE COUNTY OF LEMHI DO HEREBY
CERTIFY THAT THE PROCEEDING IS A TRUE AND CORRECT
COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.
IN WITNESS WHEREOF I HAVE HERE UNTO SET MY HAND
AND AFFIXED MY OFFICIAL SEAL THIS 31st DAY
OF July YEAR 2018
BY TERRY J. MORTON, CLERK DEPUTY

Stephen J. Clark
Magistrate Judge

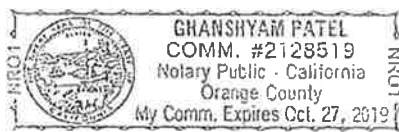
STATE OF CALIFORNIA)
) SS.
COUNTY OF *Orange*)

I, Edward James Stout, hereby accept the duties of Executor/Personal Representative of the Estate of Clyde A. Stout and do solemnly swear that I will perform according to law the duties of Executor and/or Personal Representative of said Estate.


Edward James Stout

SUBSCRIBED AND SWORN to before me this 18 day of July 2018.

(SEAL)



Ghanshyam Patel
Notary Public in for California
Residing at Orange County
My Commission Expires 10/27/2019



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 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

August 16, 2018

STOUT FAMILY TRUST
DELORES STOUT TRUSTEE
10835 GARRETT RD
STANTON CA 90680-2206

Re: Change of Ownership for Water Right Nos: 74-1090 and 74-15013

Dear Water Right Holder:

The Department acknowledges the receipt of correspondence changing ownership of the above referenced water right 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 Idaho Code §§ 42-222 and 42-223.

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) 287-4920.

Sincerely,

Debbi Judd
Technical Records Specialist

Enclosures

C. Water District 74