

RECEIVED

JUN 27 2017

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDepartment of Water Resources
Eastern Region

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?
29-13907 OK	Yes ☐	Yes ☐	29-13912 ? OK	Yes ☐	Yes ☐
29-13909 OK	Yes ☐	Yes ☐	29-13818 ? OK	Yes ☐	Yes ☐
29-13911 OK	Yes ☐	Yes ☐	29-13908 ? OK	Yes ☐	Yes ☐
29-13913 OK	Yes ☐	Yes ☐	29-13906 ? OK	Yes ☐	Yes ☐
29-13910 ? OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Gordon Yost & Terry Hatch
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Yost & Yost Farms LLC
New owner(s) as listed on the conveyance document

PO Box 171
Mailing address
208-547-7979
Telephone
Bancroft
City
ID
State
83217
ZIP
Loringy@gmail.com
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: 4-23-2012

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):
- ☐ \$25 per undivided water right.
 - ☐ \$100 per split water right.
 - ☐ No fee is required for pending adjudication claims.

SUPPORT DATA

IN FILE # 29-13818

- ☐ 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: Jon Yost Partner for Yost & Yost 6-27-17
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: [Signature] Date 6-27-2017 Receipt No. E043140 Receipt Amt. \$225.

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: [Signature] Processed by: [Signature] Date 10/3/2017

*Yost Deed shows together with 2.15 CFS, But Mr. Yost does not have 2.15 cfs to Deed. Mr. Yost has .85. Because 4 acres is on Mr. Yost Property, split proportionately. *



Idaho Department of Water Resources

Water Right
29-13910
(IRRIGATION)

350 6642

Legend

● Point of Diversion

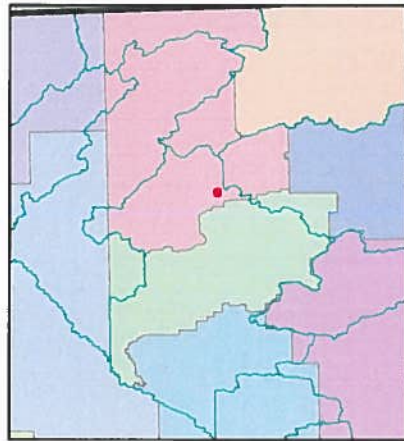
□ Place of Use

□ State Outline

□ Townships

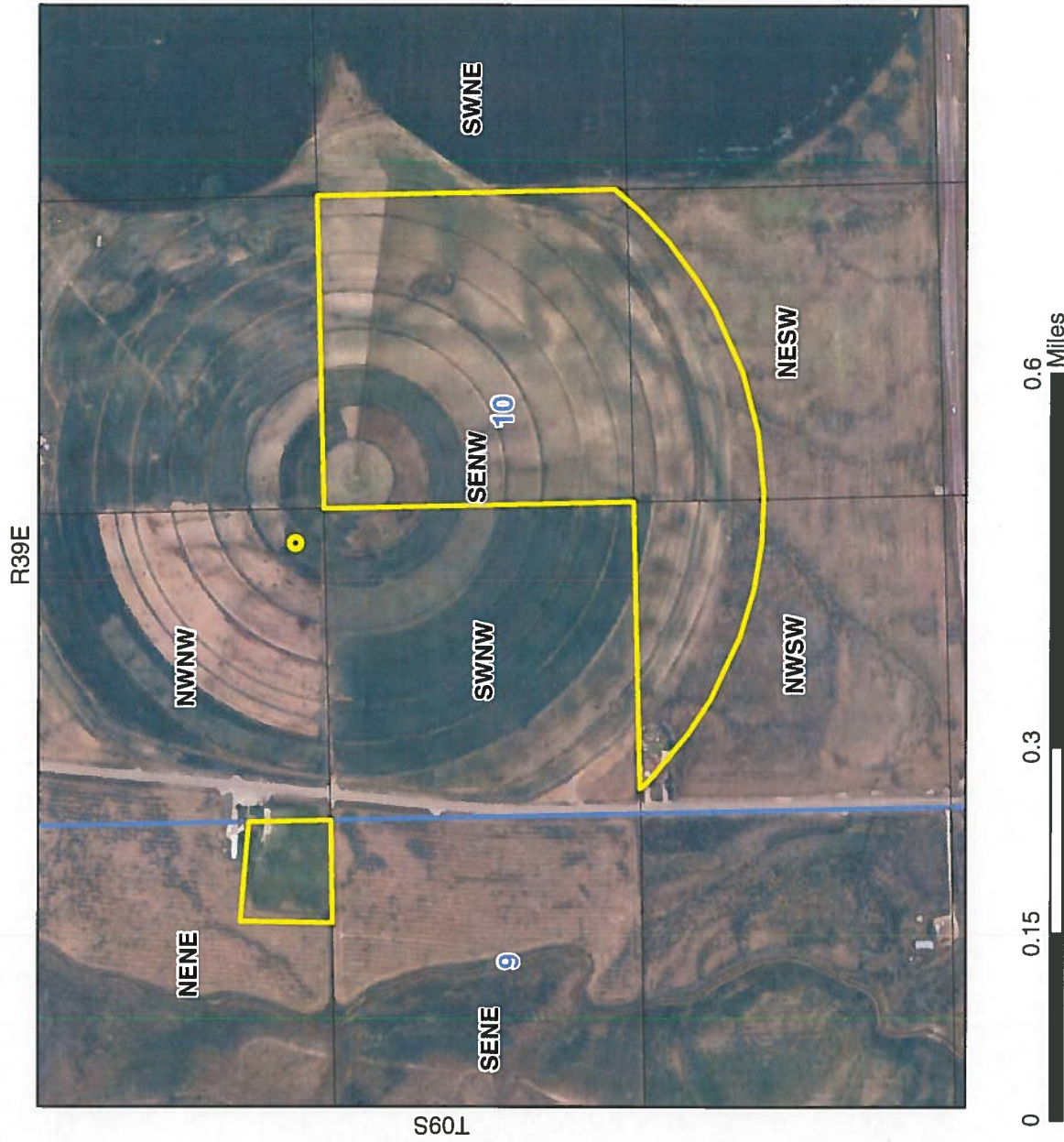
□ PLS Sections

□ Quarter Quarters



Caribou County
IDWR Basin 29

Prepared by Jonie Barg
On June 10, 2009
2004 Aerial Photography



WARRANTY DEED

For Value Received

Gordon R. Yost and Sherry A. Yost, husband and wife, the grantors

of Bancroft, Idaho, do hereby grant, bargain, sell and convey unto

Yost & Yost Farms, LLC, the grantees

of P.O. Box 171, Bancroft, Idaho 83217, the following described premises located in Caribou County, Idaho, to-wit:

Township 9 South, Range 39 East of the Boise Meridian:

Section 10: NE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$, lying Easterly of the Easterly right of way of the Lund-Bancroft Road, as presently located.EXCEPT THEREFROM, A parcel of land located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$, the same being a portion of the lands described in that Quitclaim Deed Instrument No. 75250 as recorded in the official records of Caribou County, Idaho, more particularly described as follows:

Commencing at the Northeast corner of the NW $\frac{1}{4}$ of Section 10, Township 9 South, Range 39 East, Boise Meridian, the same being marked and witnessed by a 5/8" rebar with a 2" aluminum cap tagged, "GVS, LS 9169", and being North 89°58'59" East a distance of 2650.37 feet from the Northwest corner of said Section 10; thence South 00°10'38" West for a distance of 25.00 feet to a 5/8" rebar with cap tagged, "GVS, LS 9169" set on the Southerly right of way line of Welch Road, a county road; thence South 89°58'59" West along said right of way line for a distance of 735.71 feet to the True Point of Beginning; thence South 00°01'01" East for a distance of 133.64 feet to a point on a 259.20 foot radius nontangent curve whose center bears South 01°15'22" East; thence Southwesterly along said curve to the left through a central angle of 16°34'43" for an arc distance of 75.00 feet to the point of tangency (Chord bears South 80°27'17" West 74.74 feet); thence South 72°09'55" West for a distance of 128.76 feet; thence North 81°07'54" West for a distance of 414.22 feet; thence North 63°33'32" West for a distance of 78.92 feet; thence North 00°01'01" West for a distance of 86.27 feet to a point of said right of way line; thence North 89°58'59" East along said right of way line for a distance of 676.19 feet, to the True Point of Beginning.

TOGETHER WITH 2.15 cfs of water

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: April 20, 2012

Gordon R. Yost

Sherry A. Yost

STATE OF IDAHO)

: ss.

County of Caribou)

On this 20th day of April, 2012, before me the undersigned, a notary public in and for said County and State, personally appeared **Gordon R. Yost and Sherry A. Yost**, known or identified to me (or proved to me on the oath of _____) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the 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.

Carla Hale

NOTARY PUBLIC FOR THE STATE OF IDAHO

Residing at: Soda Springs, Idaho

Commission expires: 12/12/2014

CARLA HALE
NOTARY PUBLIC
STATE OF IDAHO

SATISFACTION OF MORTGAGE

IN CONSIDERATION of the full payment and satisfaction of the debt thereby secured Gordon R. Yost and Sherry A. Yost, husband and wife, of Bancroft, State of Idaho, hereby certifies that the certain Mortgage executed by Terry M. Hatch and Kathy C. Hatch, husband and wife, dated March 5, 2009, to secure the sum of \$475,000.00, found as Recorder's Instrument No. 182686 records of Caribou County, Idaho, is fully discharged.

IN WITNESS WHEREOF, This Certificate of Satisfaction is executed this 6th day of March, 2010.

Gordon R. Yost
GORDON R. YOST

Sherry A. Yost
SHERRY A. YOST

STATE OF IDAHO)
 : ss.
County of Caribou)

On this 6th day of March, 2009, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Gordon R. Yost and Sherry A. Yost, husband and wife, known or identified to me to be the person whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Kena Ann Moore

NOTARY PUBLIC
Residing at: Soda Springs, Idaho
My commission expires: 8/15/09

KENA ANN MOORE
NOTARY PUBLIC
STATE OF IDAHO

Instrument # 189160

CARIBOU COUNTY

3-8-2012 03:52:31 No. of Pages: 1

Recorded for: CARIBOU TITLE

VEDA MASCARENAS

Ex-Officio Recorder Deputy

Index to: RELEASE OF MORTGAGE

Fee: 18.00

Sherry A. Yost

TERMINATION OF LEASE AGREEMENT

AND SUBLEASE AGREEMENT

This Agreement is made and entered into this 1st day of May, 2012, by and between DuWayne T. Lechtenberg and Vivien Lechtenberg, husband and wife, 1648 Lund road, Bancroft, Idaho, hereinafter referred to as "Lechtenberg", Gordon R. Yost and Sherry A. Yost, husband and wife, 1681 Lund Road, Bancroft, Idaho, hereinafter referred to as "Yost", Yost & Yost Farms LLC, 205 North Gilbert Road, Bancroft, Idaho, hereinafter referred to as "Yost Farms", and Terry M. Hatch and Kathy C. Hatch, husband and wife, 1275 Welch Road, Bancroft, Idaho, hereinafter referred to as "Hatch".

WHEREAS, Yost and Lechtenberg entered into a Farm Lease Agreement dated June 1st, 2005, wherein Lechtenberg did lease to Yost certain real property located in Caribou County, Idaho, and more specifically described as follows:

Part of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, and North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ Section 10, Township 9 South, Range 39 East, Boise Meridian.

WHEREAS, said Farm Lease Agreement was amended by an Addendum to Farm Lease Agreement dated February 20, 2009, between Lechtenberg and Yost wherein the term of said lease was extended, said addendum having been recorded in the Office of the County Recorder of Caribou County, Idaho, under Instrument No. 182687, and

WHEREAS, Yost did sublease said real property to Hatch pursuant to a Sublease Agreement dated March 4, 2009, said Sublease Agreement having been recorded in the Office of the County Recorder of Caribou County, Idaho, under Instrument No. 182688, and

WHEREAS, Yost has sold certain real property to Yost Farms, and Yost Farms is the successor in interest to Yost, and

WHEREAS, the parties desire to terminate the Farm Lease Agreement, the Addendum to Farm Lease Agreement, and the Sublease Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The Farm Lease Agreement dated June 1st, 2005, between Lechtenberg and Yost, the Addendum to Farm Lease Agreement dated February 20, 2009, and recorded under Instrument No. 182687, and the Sublease Agreement dated March 4, 2009, and recorded under Instrument No. 182688, are hereby terminated and of no further force and affect.

RELEASE OF LEASE AND
RELEASE OF SUBLEASE

Instrument # 189494

CARIBOU COUNTY

5-2-2012 10:02:16 No. of Pages: 5

Recorded for: CLYDE NELSON

VERBA MASCARENAS

Ex-Officio Recorder Deputy

Index to: TERMINATION STATEMENT

Fee: 22.00



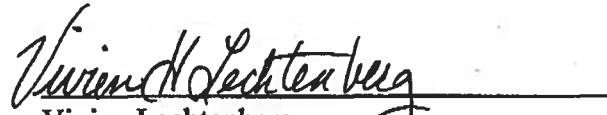
2. Each of the parties to this agreement do hereby agree that all of the other parties are hereby released and discharged from any further rights, duties, or obligations under the Farm Lease Agreement, Addendum to Farm Lease Agreement, and Sublease Agreement, or any of said agreements as set forth herein, including, but not limited to, any past due obligations owing for default under the terms of said agreements, or for the payment of rentals due thereunder.

3. Each party shall be solely liable for any and all attorney fees incurred by that party in the preparation or review of this agreement.

4. This agreement shall be effective immediately upon the signatures of all parties hereto.

DATED: May 1, 2012.


DuWayne T. Lechtenberg


Vivien Lechtenberg

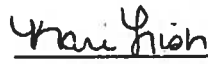
STATE OF IDAHO)
 : ss
County of Caribou)

ON THIS 1 day of May, 2012, before me, the undersigned Notary Public, personally appeared DuWayne T. Lechtenberg and Vivien Lechtenberg, husband and 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.

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

(SEAL)




NOTARY PUBLIC FOR IDAHO
Residing at 235 S. 1st W. Bancroft Idaho
My Commission Expires: 04-14-2017

RELEASE OF LEASE AND
RELEASE OF SUBLEASE

Dated: May 1, 2012.

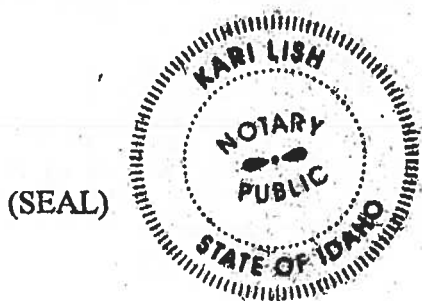
Gordon Yost
Gordon Yost

Sherry Yost
Sherry Yost

STATE OF IDAHO)
 : ss
County of Caribou)

ON THIS 1 day of May, 2012, before me, the undersigned Notary Public, personally appeared Gordon Yost and Sherry Yost, husband and 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.

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



Kari Lish
NOTARY PUBLIC FOR IDAHO
Residing at 235 S. 1st W. Bancroft Idaho
My Commission Expires: 04-14-2017

Dated: May 1, 2012

Terry M. Hatch
Terry M. Hatch

Kathy C. Hatch
Kathy C. Hatch

RELEASE OF LEASE AND
RELEASE OF SUBLEASE

STATE OF IDAHO)
 : ss
County of Caribou)

ON THIS 1 day of May, 2012, before me, the undersigned Notary Public,
personally appeared Terry M. Hatch and Kathy C. Hatch, husband and 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.

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

(SEAL)



Kari Lish
NOTARY PUBLIC FOR IDAHO
Residing at 2855. 1st West Bannock Idaho
My Commision Expires: 04-14-2017

Dated: May 1 , 2012

YOST & YOST FARMS, LLC

By: Monte K. Yost
Monte K. Yost - Member

By: Shauna Yost
Shauna Yost - Member

STATE OF IDAHO)
 :SS
County of Caribou)

On this 1 day of May, 2012, before me the undersigned Notary Public, personally appeared Monte K. Yost and Shauna Yost, known or identified to me to be the Members of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

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



Kari Lish
NOTARY PUBLIC FOR IDAHO
Residing at: 235 S. HW Bancroft Idaho
My Commission Expires: 04-14-2017

SPECIAL WARRANTY DEED

For Value Received Terry M. Hatch and Kathy C. Hatch, husband and wife, hereinafter referred to as "Grantor", does hereby grant, bargain, sell and convey unto Gordon R. Yost and Sherry A Yost, husband and wife, hereinafter referred to as Grantee, whether one or more, whose current address is 1681 Lund Road, Bancroft, Idaho 83217, the following described premises, in Caribou County, Idaho, to wit:

See attached Exhibit A.

This deed is made in lieu of foreclosure and is an absolute conveyance in consideration of full satisfaction of all obligations secured by the Mortgage executed by Grantor to Grantee, and being recorded as Instrument No. 182686 in the records of Caribou County, Idaho and in full satisfaction of the Promissory Note secured thereby, the Security Agreement covering personal property and equipment filed with the Idaho Secretary of State as file # B 2009-1061085-6, the Sublease Agreement recorded in Caribou County, Idaho as Instrument number 182688 and in full satisfaction of any obligations contained in that Real Estate Agreement of March 4, 2009 between Grantor and Grantee. Grantor further declares this conveyance is freely and fairly made.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, and Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances placed or permitted against said Real Property by Grantor after March 6, 2009 and excepting all liens and encumbrances existing against said property prior to March 6, 2009 and as may be revealed in that policy of title insurance issued by Caribou Title Company under Policy No. 72306-77899701 dated March 6, 2009. Grantor will warrant and defend the same from any lawful claims made with respect to those items warranted by Grantor.

Instrument # 189142

CARIBOU COUNTY

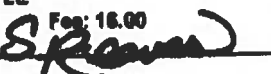
3-7-2012 02:31:13 No. of Pages: 3

Recorded for: CARIBOU TITLE

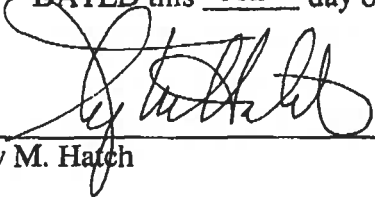
VEDA MASCARENA

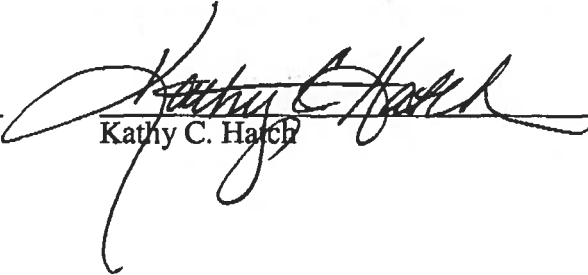
Ex-Officio Recorder Deputy
Index to: SPECIAL WARRANTY DEED

Fee: 18.00



DATED this 6th day of March, 2012.

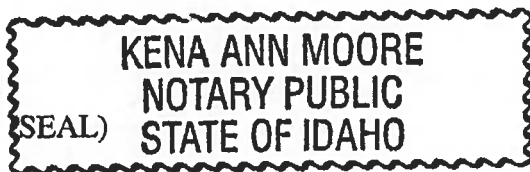

Terry M. Hatch


Kathy C. Hatch

STATE OF IDAHO)
 :SS
County of Caribou)

On this 6th day of March, 2012, before me, the undersigned Notary Public, in and for said State, personally appeared Terry M. Hatch and Kathy C. Hatch, husband and 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.

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




NOTARY PUBLIC-STATE OF IDAHO
My Commission expires: 8/15/15

EXHIBIT A

Caribou County, Idaho:

Township 9 South, Range 39 East of the Boise Meridian:

Section 10: W $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$ lying Easterly of the Easterly right of way of the Lund-Bancroft Road, as presently located. EXCEPT THEREFROM, A parcel of land located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$, the same being a portion of the lands described in that Quitclaim Deed Instrument No. 75250 as recorded in the official records of Caribou County, Idaho, more particularly described as follows:

Commencing at the Northeast corner of the NW $\frac{1}{4}$ of Section 10, Township 9 South, Range 39 East, Boise Meridian, the same being marked and witnessed by a 5/8" rebar with a 2" aluminum cap tagged, "GVS, LS 9169", and being North 89°58'59" East a distance of 2650.37 feet from the Northwest corner of said Section 10; thence South 00°10'38" West for a distance of 25.00 feet to a 5/8" rebar with cap tagged, "GVS, LS 9169" set on the Southerly right of way line of Welch Road, a county road; thence South 89°58'59" West along said right of way line for a distance of 735.71 feet to the True Point of Beginning;

thence South 00°01'01" East for a distance of 133.64 feet to a point on a 259.20 foot radius nontangent curve whose center bears South 01°15'22" East;

thence Southwesterly along said curve to the left through a central angle of 16°34'43" for an arc distance of 75.00 feet to the point of tangency (Chord bears South 80°27'17" West 74.74 feet);

thence South 72°09'55" West for a distance of 128.76 feet;

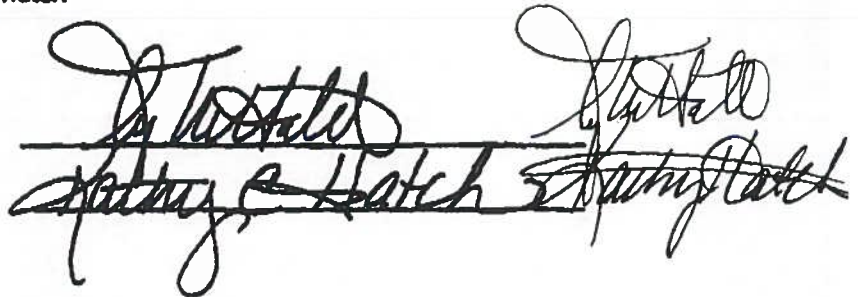
thence North 81°07'54" West for a distance of 414.22 feet;

thence North 63°33'32" West for a distance of 78.92 feet;

thence North 00°01'01" West for a distance of 86.27 feet to a point of said right of way line;

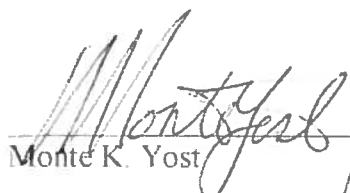
thence North 89°58'59" East along said right of way line for a distance of 676.19 feet, to the True Point of Beginning.

TOGETHER WITH 1.29 CFS of water.

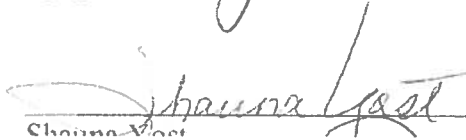
The block contains two handwritten signatures. The signature on the left is 'J. Toole' and the signature on the right is 'J. Hatch'. Both signatures are written in dark ink and are positioned above a horizontal line.

Yost & Yost Farms, LLC an Idaho Limited Liability Company met this 21st day of March, 2012. Article 3 of the existing Operating Agreement dated December 16, 20 identifying members, units, and percentage of ownership are amended as follows:

Monte K. Yost	5,000 units	25%
Shauna Yost	5,000 units	25%
Loren Yost	10,000 units	50%



Monte K. Yost



Shauna Yost

Shauna Yost


Loren Yost

Instrument # 189499

CARIBOU COUNTY

5-3-2012 11:09:59 No. of Pages: 2

Recorded for : CARIBOU TITLE

VEDA MASCARENAS

Ex-Officio Recorder Deputy

Index to WARRANTY DEED

Fee: 13.00

S. Rowen

Warranty Deed

For Value Received

DuWayne T. Lechtenberg and Vivien Lechtenberg, husband and wife,
the grantors of Bancroft, Idaho 83217, do hereby grant, bargain, sell and convey unto
Yost & Yost Farms, LLC., an Idaho limited liability company
of P.O. Box 171, Bancroft, Idaho 83217 the grantees, the following described premises, to-wit:
Caribou County, Idaho:

Township 9 South, Range 39 East of the Boise Meridian:

Section 10: SE $\frac{1}{4}$ NW $\frac{1}{4}$ and a portion of land located in the N $\frac{1}{2}$ SW $\frac{1}{4}$ of said Section 10, more particularly described as follows:

Beginning at the Southwest corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 10;
thence along the West, North and East boundary lines of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ for the following (3) courses:

1. thence North 00°10'36" East for a distance of 1327.99 feet;
2. thence North 89°58'30" East for a distance of 1325.19 feet;
3. thence South 00°10'35" West for a distance of 936.56 feet to a point on a 1382 foot radius nontangent curve whose center bears North 68°02'14" West, the same center point being marked and witnessed by an irrigation pivot tower;

thence Southwesterly along said curve to the right through a central angle of 115°27'05" for an arc distance of 2784.74 feet (chord bears South 79°41'19" West 2336.96 feet);

thence North 00°24'37" East for a distance of 25.74 feet to a point on the North boundary line of the N $\frac{1}{2}$ SW $\frac{1}{4}$ of said Section;

thence North 89°58'00" East for a distance of 972.64 feet along said boundary line,

to the Point of Beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, its successors and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that said premise are free from all encumbrances and that they will warrant and defend the same from all lawful claims.

DATED this 3rd day of May, 2012.

DuWayne T. Lechtenberg
DUWAYNE T. LECHTENBERG

Vivien Lechtenberg
VIVIEN LECHTENBERG

STATE OF IDAHO)

: SS.

County of Caribou)

On this 3rd day of May, 2012, before me the undersigned, a notary public in and for said County and State, personally appeared DuWayne T. Lechtenberg and Vivien Lechtenberg, husband and wife, known or identified to me to be the persons whose names subscribed to the within instrument, and acknowledged to me that they executed the same.

KENA ANN MOORE
NOTARY PUBLIC
STATE OF IDAHO

Kena Ann Moore
NOTARY PUBLIC FOR THE STATE OF IDAHO
Residing at: Soda Springs, Idaho
My commission expires: 8/15/15