

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
MAR 23 2015
Department 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?
34-5032	Yes ☐	Yes ☐		Yes ☐	Yes ☐
34-2432	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: JACK YOUNGSTROM
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Kim Gamett
New owner(s) as listed on the conveyance document
- Name connector ☐ and ☐ or ☐ and/or
- P.O. Box 622 Moore Id. 83255
Mailing address City State ZIP
- 208 554-3904
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: _____
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.
☐ 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.

X 8. Signature: Kim Gamett 3-20-15
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 JB Date 3/23/2015 Receipt No. E040793 Receipt Amt. \$25 - for this app.
 Active in the Water Supply Bank? Yes ☐ No ☒ If yes, forward to the State Office for processing
 Name on W-9 _____ Approved by JB Processed by JB W-9 received? Yes ☐ No ☐
 Date: 5/29/2015

JAMES A. BEVIS
BEVIS, JOHNSON & THIRY, P.A.
960 Broadway Ave., Suite 220
P.O. Box 827
Boise, Idaho 83701-0827
Telephone: (208) 345-1040
Facsimile: (208) 345-0365

BUTTE COUNTY
DISTRICT COURT

2007 MAR -8 PM 12:49

FILED BY

Dg

ATTORNEYS FOR DEFENDANT

JOHN M. OHMAN
COX, OHMAN & BRANDSTETTER
510 "D" Street
Idaho Falls, Idaho 83405
Telephone: (208) 522-8606
Facsimile: (208) 522-8618

ATTORNEYS FOR PLAINTIFF

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BUTTE

JACK YOUNGSTROM,	)	CASE NO. CV 06 87
	)	
Plaintiff,	)	
	)	JUDGMENT AND DECREE
vs.	)	OF DIVORCE
	)	
JENEANE YOUNGSTROM,	)	
	)	
Defendant	)	
	)	

This matter is before the Court pursuant to the Stipulation for Entry of Judgment and Decree entered into between the parties and provided to the Court with this Judgment and Decree. Defendant appeared in person in court, was placed under oath, and acknowledged on the record that she voluntarily agreed to entry of

this Judgment and Decree. She has been represented by her attorney, JAMES A. BEVIS, of BEVIS, JOHNSON & THIRY, P.A. Plaintiff appeared in person in court, was placed under oath, and acknowledged on the record that he voluntarily agreed to entry of this Judgment and Decree. Plaintiff has been represented by his attorney, JOHN M. OHMAN, of COX, OHMAN & BRANDSTETTER.

The parties stipulated that the Court has personal and subject matter jurisdiction, that Plaintiff and Defendant have been residents of the State of Idaho for six weeks prior to the filing of the Complaint and have remained residents of the State of Idaho. The parties further stipulated that neither party is entitled to protections under the Service Members Civil Relief Act and neither party is a member of the armed services of the United States of America. The parties waived Findings of Fact and Conclusions of Law.

The parties stipulated that this Judgment and Decree resolves all issues arising out of the marriage and divorce of the parties, including the division of the property and debts, except as is reserved in paragraph 20 below. Based on the warranties of the parties to each other they stipulate that the division of property and debts is just and equitable. The Plaintiff warrants to the Defendant that he has disclosed all assets and debts, that there are no other assets and debts except as shown on the Settlement Schedule attached hereto, and that the value of assets assigned to the Plaintiff are accurate. The Defendant warrants to the Plaintiff

that she has disclosed all assets and debts, that there are no other assets and debts except as shown on the Settlement Schedule attached hereto, and that the value of assets assigned to the Defendant are accurate. The parties stipulated that this Judgment and Decree and the Stipulation for Entry of Judgment and Decree are products of negotiation and shall not be construed against the draftsman. The parties requested that the Court enter this Judgment and Decree which has been approved as to form and content.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. DIVORCE: Plaintiff and Defendant are granted a divorce from each other on the ground of irreconcilable differences, and each is restored to the status of a single person.
2. PROPERTY DIVISION: Attached hereto is a Settlement Schedule which divides the assets and debts of the parties. The Plaintiff is assigned the assets shown with a dollar figure, an "x", the abbreviation "sep" or other notation in the "allocation" column labeled "To Husband". Defendant is assigned the assets shown with a dollar figure, an "x", the abbreviation "sep" or other notation in the "allocation" column labeled "To Wife".
3. DEBTS TO PLAINTIFF: Plaintiff will timely pay and save, defend and hold Defendant harmless from the following debts:

- A. All debts assigned to Plaintiff on the Settlement Schedule attached hereto.
 - B. Any debts secured by assets awarded to Plaintiff on the Settlement Schedule attached hereto.
 - C. Any debts incurred by Plaintiff and not assigned to Defendant on the Settlement Schedule attached hereto.
 - D. Credit cards in Plaintiff's name.
 - E. Plaintiff's attorneys fees and costs.
 - F. Any other debts in Plaintiff's name.
4. DEBTS TO DEFENDANT: Defendant will timely pay and save, defend and hold Plaintiff harmless from the following debts:
- A. All debts assigned to Defendant on the Settlement Schedule attached hereto.
 - B. Any debts secured by assets awarded to Defendant on the Settlement Schedule attached hereto. Defendant will pay the remaining debt on the 2005 Van.
 - C. Any debts incurred by Defendant and not assigned to Plaintiff on the Settlement Schedule attached hereto.
 - D. Credit cards in Defendant's name.

E. Defendant's attorneys fees and costs.

F. Any other debts in Defendant's name.

5. POWERLINE CONSTRUCTION SALE CONTRACT: Plaintiff and Defendant are each assigned one-half of Seller's interest in said contract including the promissory note plus interest. The contract and security instruments including deeds of trust will be amended, if requested by the Defendant, to include both Plaintiff and Defendant's names as sellers and as secured parties for payment of the promissory note receivable from Tom Atchley and to all rights and remedies of the seller. Both parties will sign an irrevocable assignment of the foregoing to Plaintiff and Defendant which will be served upon Tom Atchley who will honor the same. The parties will each receive one-half of the monthly payments of \$20,068.69 commencing in April 2007 until paid in full, and one-half of the balloon payment, including interest.

6. 2006 STATE AND FEDERAL INCOME TAXES: The parties will file a joint federal and state tax return for tax year 2006. Defendant will pay the tax on all income received by her in 2006 including her social security, rents she received from the storage units, and any other income received just by her. Plaintiff will pay the tax on all

income received by him in 2006 including his social security, rents he received from the storage units, all tax consequences on the sale of Diers, and any other income received by him.

A. Tax consequences on sale of Powerline Construction LLC.

- (1) Capital gain tax consequences for sale of the real property to Atchley and regular income tax consequences for recapture of depreciation in 2006 from the sale of Powerline Construction, LLC are due and payable on April 15, 2007, all of which will be paid by Plaintiff and all the funds in item 36, and 133 on the Settlement Schedule will be applied to the tax created by recapture for tax year 2006.
- (2) The parties will each pay one-half the capital gain tax consequences on goodwill and remaining taxes for the sale of Powerline Construction, LLC, due no later than December 30, 2007.
- (3) The parties will file a joint tax return for 2006 and have Hugh Sandow prepare the returns

and allocate the liability as stated in paragraph 6(A)(1) above.

7. 2007 STATE AND FEDERAL INCOME TAXES: Except as is stated in paragraph 6 Plaintiff will pay the taxes on all income received by him in 2007 and save, defend, and hold Defendant harmless therefrom. Except as stated in paragraph 6 Defendant will pay the taxes on all income received by her in 2007 and save, defend, and hold Plaintiff harmless therefrom. The parties will file separate tax returns for tax year 2007.
8. TAX LIABILITY, IF ANY, FOR PRIOR YEARS: Plaintiff shall save, defend and hold Defendant harmless from any State and Federal Tax liability for 2005 and all prior years of marriage, including additional tax, penalty and interest, if any, that may arise from audit or otherwise.
9. SEPARATE AND APART: The parties may and shall at all times live and continue to live separate and apart for the rest of their natural lives. Each shall be free from interference, authority, and control, direct or indirect, by the other as fully as if he or she were single and unmarried. The parties shall not compel or endeavor to compel the other to cohabit or dwell with him or her, by any legal or other proceedings for the restitution of conjugal rights or otherwise.

10. RELEASE AND INDEMNIFICATION: Except as otherwise provided in this Judgment, each of the parties releases and indemnifies the other from any and all liabilities, debts or obligations, of every kind or character, that may have been or will be incurred, and from any and all claims and demands associated with any of the community property assets or debts which that party is receiving under this Agreement.
11. REPRESENTATIONS OF PARTIES: Each party has warranted to the other party that he/she has not incurred, and covenanted that he/she shall not incur, any liability or obligation on which he/she is, or may be liable; and has covenanted and agreed that if any claim, action or proceeding shall hereafter be brought seeking to hold him/her liable on account of any of his/her own expense, that such party will defend the other against any such claim or demand (whether or not well-founded) and shall hold him/her free and harmless therefrom.
12. FUTURE PROPERTY ACQUISITION: Any and all property acquired by either party from and after the date of divorce shall be the sole and separate property of the one so acquiring it and each party has waived any and all property rights in or to such future acquisitions by the other.

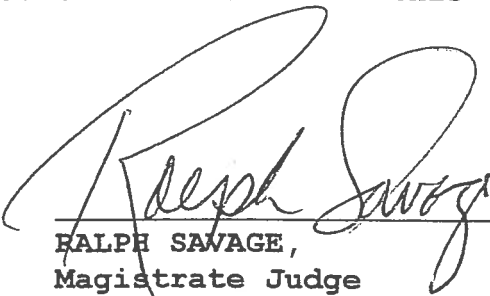
documents and instruments including titles and deeds necessary to effectuate the provisions of this Judgment and Decree.

19. SOCIAL SECURITY: This Decree is not meant, nor shall the same be construed to, extinguish, limit or effect in any way the statutory entitlement one party may have to receive social security benefits in the future as a result of the marriage of the parties and social security taxes paid by the other party, but on the contrary, the right of a party to receive social security benefits which inure to their benefit shall be preserved.

20. CLAIMS RESERVED: Both parties agree that additional information is still being obtained in connection with releases signed by Jack Youngstrom at his deposition. To the extent the releases outstanding from Potelco Credit Union, Prudential Insurance, Wells Fargo Bank, Pennsylvania Life Insurance, Bankers Life Insurance, American Insurance, and Lost River Products, Inc. lead to additional claims such claims are reserved.

IT IS SO ORDERED, ADJUDGED AND DECREED this 8 day of

March, 2007.


RALPH SAVAGE,
Magistrate Judge

**JACK YOUNGSTROM v JENEANE YOUNGSTROM
SETTLEMENT SCHEDULE**

#	DESCRIPTION	VALUATION			C/S	ALLOCATION	
		VALUE	DEBT	NET VALUE		TO WIFE	TO HUSBAND
1	REAL PROPERTY/BUSINESSES						
2	Tree Farm 6 acres with irrigation pump and trees	\$8,040.00		\$8,040.00	C	\$8,040.00	
2a	Hand Line				C		x
3	Arco <u>Village Club</u> Property (Bar, w/ Dining Room added in '96)	\$90,000.00		\$90,000.00	C	\$90,000.00	
4	Arco <u>house</u> (mfg. Home) and 7 RV Units with improvements added in 1998 and or 1999	\$97,500.00		\$97,500.00	C	\$97,500.00	
4a	Arco Office	\$27,500.00		\$27,500.00	C	\$27,500.00	

NO. 0046859
RECORDED

JUN 17 2009

A.M. 1:25 P.M.
BUTTE COUNTY RECORDER
Randy Joe Gamett

QUITCLAIM DEED

Order No. 5698LRT

THIS INDENTURE, Made this 17th day of June, 2009, executed by JENEANE YOUNGSTROM, An Unmarried Woman, as Grantor, to RANDY JOE GAMETT and KIM MARIE GAMETT aka KIM GAMETT, Husband and Wife, as Grantee, whose current address is P.O. Box 622, Moore, ID 83255

WITNESSETH That said Grantor for and in consideration in lawful money of the United States of America, in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these premises remise, release and forever QUITCLAIM, unto the said Grantee and to his heirs and assigns all that certain lot, piece or parcel of land, situate, lying and being in, County of Butte, State of Idaho, bounded and particularly described as follows, to wit:

See Exhibit "A" attached hereto and made a part hereof.

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, All and singular the said premises, together with the appurtenances, unto the Grantee and to his heirs and assigns forever.

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

Jeneane Youngstrom
Jeneane Youngstrom

State of Idaho

ss.

County of BUTTE

On this 17th day of June, 2009, before me, the undersigned, a Notary Public, in and for said State, personally appeared JENEANE YOUNGSTROM, known to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

WITNESS MY HAND AND OFFICIAL SEAL

Lyle B. Boyer
Notary Public

Residing at: Arco, Idaho

Commission Expires: 6-5-2015

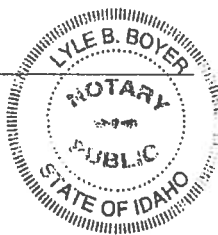


EXHIBIT "A"

Beginning at a point 140 feet West of the North Quarter Corner of Section 1, Township 3 North, Range 26 East of the Boise Meridian, Butte County, Idaho, which is the Point of Beginning; thence West 530 feet; thence South 650 feet; thence East 630 feet; thence North 235 feet; thence West 136 feet; thence North 160 feet; thence East 136 feet; thence North 175 feet; thence West 100 feet; thence North 80 feet to the Point of Beginning.

LESS and EXCEPTING the following three parcels of land in the NE1/4NW/4 of Section 1, Township 3 North, Range 26 East of the Boise Meridian, Butte County, Idaho:

Parcel 1:

Beginning at a point 40 feet West of the North Quarter Corner of Section 1, thence South 70 feet to the true Point of Beginning, thence West 100 feet, thence North 70 feet, thence West 70 feet, thence South 255 feet, thence East 170 feet, thence North 185 feet to the true Point of Beginning.

Parcel 2:

Beginning at a point 40 feet West of the North Quarter Corner of Section 1, thence South 415 feet to the true Point of Beginning, thence South 235 feet, thence West 170 feet, thence North 235 feet, thence East 170 feet to the true Point of Beginning.

Parcel 3:

Beginning at a point 40 feet West and 255 feet South, and 136 feet West of the NE corner of the NE1/4NW1/4 of Section 1, Township 3 North, Range 26 East of the Boise Meridian, Butte County, Idaho, the true Point of Beginning; thence South 160 feet, thence West 34 feet, thence North 160 feet, thence East 34 feet to the Point of Beginning.

Together with an irrigation well and all rights thereto, as contained in that certain Warranty Deed recorded May 25, 1983, under Instrument No. M-12342, records of Butte County, Idaho.