

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
NOV 09 2012
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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
13-7809	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Date E. Yost
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Philip J. Yost and Lisa J. Yost
Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☐ and/or
1780 Rich Rd
Mailing address
Grace Idaho 83241
City State ZIP
208-425-3875
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. 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.

7. Signature: [Signature] Owner 11/06/2012
Signature of new owner/claimant Title, if applicable Date
Signature: [Signature] Owner 11/06/2012
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by [Signature] Date 11/9/2012 Receipt No. E038170 Receipt Amt. \$25 -
Approved by [Signature] Processed by [Signature] Date 3/13/2013

Warranty Deed

THIS WARRANTY DEED, made this 14th day of January, 1981, between DATE E. YOST AND AFTON G. YOST, husband and wife, and PHILIP J. YOST, also known as Phillip John Yost, a married man, dealing with his sole and separate property, of Bancroft, County of Caribou, State of Idaho, the first part, and YOST FAMILY FARMS, a Partnership, consisting of Date G. Yost and Phillip J. Yost, of Bancroft, County of Caribou, State of Idaho, the second part:

WITNESSETH: That the said part ies of the first part, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS lawful money of the United States of America, to them in hand paid by the said part Y of the second part, the receipt whereof is hereby acknowledged

do by these presents, Grant, Bargain, Sell and Convey and Confirm unto said part Y of the second part, and to its successors and assigns forever: All th at certain lot of land situate, lying and being in the County of Caribou State of Idaho, bounded and more particularly described as follows, to-wit:

Township 7 South, Range 39 East of the Boise Meridian:

Section 23: E $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, and the South 790 feet of the SW $\frac{1}{4}$ SW $\frac{1}{4}$.
 Section 25: NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$.
 Section 26: NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$.
 Section 35: E $\frac{1}{2}$ NE $\frac{1}{4}$.

Township 9 South, Range 40 East of the Boise Meridian:

Section 21: West 406.0 feet of the E $\frac{1}{2}$ SE $\frac{1}{4}$.
 Section 28: West 406.0 feet of the E $\frac{1}{2}$ NE $\frac{1}{4}$.

The purchase price includes \$21,988.00 covered by a promissory note executed by Philip J. Yost, dated January 2, 1981, which is hereby cancelled.

This Warranty Deed is re-recorded to correct an error in the descriptions of Section 21 and 28, Township 9 South, Range 40 East of the Boise Meridian:

STATE OF IDAHO } ss 123279
 County of Caribou

I hereby certify that this instrument was filed at the request of Caribou Trust Co. on 14 day of January, 1981 in my office and duly recorded in Microfilm Records
 Myrna W. Archibald
 De-Office Recorder 400 Deputy

Together with all and singular, the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges therunto incident unto the said part y of the second part, and to its successors and assigns forever. And the said part ies of the first part, and their heirs the said premises in the quiet and peaceable possession of the said part y of the second part its successors and assigns against the said part ies of the first part, and their heirs and against all and every person or persons whatsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The said part ies of the first part have hereunto set their hand & seal on the day and year first above written.
 Signed, Sealed and Delivered in the Presence of

 DATE E. YOST (Seal)
 Afton G. Yost (Seal)
 Philip J. Yost (Seal)
 _____ (Seal)

Warranty Deed

THIS INDENTURE, Made this 1st day of February
in the year of our Lord One Thousand Nine Hundred and Eighty-eight, between YOST FAMILY FARMS, a
partnership, consisting of Date G. Yost and Philip J. Yost,
of Grace, County of Caribou, State of Idaho
the part y of the first part, and

PHILIP J. YOST and LISA J. YOST, husband and wife, Route 1 Box 37G,
of Grace, County of Caribou, State of Idaho
the parties of the second part:

WITNESSETH: That the said part y of the first part, for and in consideration of the sum of -----
ONE DOLLAR AND NO/100THS ----- DOLLARS,
lawful money of the United States of America, to it in hand paid by the said part ies of the second part, the receipt
whereof is hereby acknowledged

, do es by these presents, Grant, Bargain, Sell and Convey and Confirm unto said part ies
of the second part, and to their heirs and assigns forever: All that certain lot
piece or parcel of land situate, lying and being in the County of Caribou State of Idaho, bounded
and more particularly described as follows, to-wit:

Township 9 South, Range 40 East of the Boise Meridian:

Section 21: West 406 feet of the E $\frac{1}{2}$ SE $\frac{1}{4}$.
Section 28: West 406 feet of the E $\frac{1}{2}$ NE $\frac{1}{4}$.

SUBJECT TO a Mortgage executed by Yost Family Farms, a partnership, consisting of
Date G. Yost and Philip J. Yost, and Philip J. Yost and Lisa J. Yost, husband and wife,
to Date E. Yost and Afton G. Yost, husband and wife, in the original sum of \$325,065.82,
dated January 14, 1985, recorded January 15, 1985, under recorder's instrument No.
123238, and re-recorded January 22, 1985, under recorder's instrument No. 123280, both
in the microfilm records of Caribou County, Idaho.

The actual consideration herein is the division of interest in partnership property.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and
the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident
unto the said part ies of the second part, and to their heirs and assigns forever. And the said
part y of the first part, and its successors the said premises in the quiet and peaceable possession
of the said part ies of the second part their heirs and assigns against the said part y of the
first part, and its successors and against all and every person or persons whomsoever, lawfully claiming
or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The said part y of the first part he s hereunto set its hand and
seal the day and year first above written.
Signed, Sealed and Delivered in the Presence of

YOST FAMILY FARMS, a partnership

By: Date G. Yost [Seal]
DATE G. YOST, a partner

By: Philip J. Yost [Seal]
PHILIP J. YOST, a partner

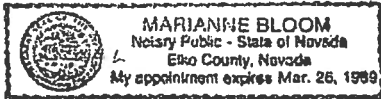
[Seal]

[Seal]

STATE OF ~~NEVADA~~ NEVADA } ss.
County of Elko

On this 6th day of February in the year 1988, before me the undersigned a Notary Public in and for said County and State, personally appeared Date G. Yost and Philip J. Yost, known or identified to me to be the partners in the partnership of Yost Family Farms, and the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said partnership name.

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



Marianne Bloom
Notary Public.

Residence and P. O. Address: TACKPAT, Nevada

Commission expires: March 26, 1989

10-4-85

WARRANTY DEED

YOST FAMILY FARMS, a partnership,
consisting of Date G. Yost and

Philip J. Yost,

TO

PHILIP J. YOST and LISA J. YOST,
husband and wife,

Dated February 1, 1988

STATE OF IDAHO,

County of Caribou } ss.

I hereby certify that this instrument was filed for
record at the request of

Caribou Title

at 10 minutes past 3

o'clock P M, this 31st day

of October, A. D. 1988

in my office and duly recorded in the
records of Caribou County, Idaho.

MYRNA W. ARCEBAND

Ex-Officio Recorder.

By Debbie J. Jones Deputy.

Fee, \$ 6.00

copy

DATE E. YOST AND AFTON G. YOST, husband and wife,

PHILIP J. YOST AND LISA J. YOST, husband and wife,

WITNESSETH: That the said part ies of the first part, for and in consideration of the sum of -----
TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS -----
lawful money of the United States of America, to them in hand paid by the said part ies of the second part, the receipt
whereof is hereby acknowledged

do by these presents, Grant, Bargain, Sell and Convey and Confirm unto said parties of the second part, and to their heirs and assigns forever: All th at certain lot , piece or parcel of land situate, lying and being in the County of Caribou State of Idaho, bounded and more particularly described as follows, to-wit:

Township 9 South, Range 40 East of the Boise Meridian:

Section 21: W₁SE₁
Section 28: W₁NE₁.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the said part ies of the second part, and to their heirs and assigns forever. And the said part ies of the first part, and their heirs the said premises in the quiet and peaceable possession of the said part ies of the second part their heirs and assigns against the said part ies of the first part, and their heirs and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written,
Signed, Sealed and Delivered in the Presence of

DATE *E. Yost* [Seal]
Afton *E. Yost* [Seal]
AFTON *G. Yost* [Seal]

STATE OF IDAHO,
County of Caribou

ss.

On this

15th

day of

January

in the year 1985, before me

the undersigned

a Notary Public

in and for said County and State, personally appeared

Date E. Yost and Afton G. Yost, husband and wife.

known to me to

be the person 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.

Rose Jean Benson

Notary Public.

Residence and P. O. Address Soda Springs, Idaho.

My commission expires: 8/15/85

123226

WARRANTY DEED

Date E. Yost and Afton G. Yost,
husband and wife,

TO

Philip J. Yost and Lisa J. Yost,
husband and wife,

Dated January 14, 1985

STATE OF IDAHO,

County of Caribou

ss.

I hereby certify that this instrument was filed for
record at the request of
Caribou Title Company

at _____ minutes past 2:00

o'clock P. M., this 15 day

of January, A. D. 1985

in the microfilm records of Caribou
County, Idaho.

Ex-Office Recorder.

Rose Jean Benson
Deputy.

Fee, \$ 4.00

SEE PRINTER'S MARK, INC., RECD. 1/15/85

Please mail tax notices to:

Philip J. Yost
Route 1, Box 376
Grace, Idaho 83241

STATE OF IDAHO,
County of Caribou

On this

15th day of January

in the year 1985, before me

the undersigned

Notary Public

in and for said County and State, personally appeared

Dale E. Yost and Afton G. Yost, husband and wife, and Philip J. Yost,

known to me to

be the person or 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.

Dona Jean Benson
Notary Public.

Residence and P. O. Address: Soda Springs, Idaho.

My Commission expires: 8/15/85

123237
WARRANTY DEED

Dale E. Yost and Afton G. Yost,

husband and wife, and Philip J.

Yost, a married man, dealing with
his sole and separate property,

Yost Family Farms, a Partnership,
consisting of Dale E. Yost and

Philip J. Yost,

Dated January 14, 1985

STATE OF IDAHO,

County of Caribou

ss.

I hereby certify that this instrument was duly filed for
record at the request of
Caribou Title Company

at _____ minutes past 2:00

o'clock P. M., this 15 day

of January, A. D. 1985

is the microfilm records of Caribou
County, Idaho.

RECORDED & INDEXED
FEB 14 1985

Ex-Office Recorder.

Dale E. Yost
Dated

Fee, \$4.00

SEE, PRINCE & SONS, INC., POSTVILLE, IDAHO

Please mail tax notices to:

Yost Family Farms, a Partnership
c/o Dale E. Yost
HC 72, Box 2070
Bancroft, Idaho 83217

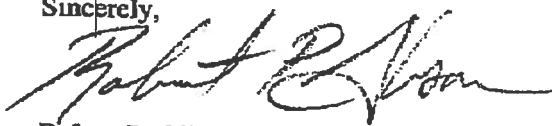
October 13, 2008

To Whom It May Concern:

Please note for your records that Phil Yost has a cash rental agreement with me. And will until further notice.

You may reach me at (801) 898-8110

Sincerely,

A handwritten signature in black ink, appearing to read "Robert P. Gibson". The signature is fluid and cursive, with the first name "Robert" being more prominent.

Robert P. Gibson

13 7097

Identification No.

Application No.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

APPROVED

To Appropriate the Public Waters of the State of Idaho
 (TYPE OR PRINT IN INK)

- 1 Name of applicant DATE E. YOST Phone: 648-7894
 post office address BANCROFT, IDAHO 83217
- 2 Source of water supply GROUND WATER which is a tributary of _____
- 3 a Location of point of diversion is NE 1/4 of NE 1/4 of Section 28, Township 9 South,
 Range 40 E. B.M. Caribou County, additional points of diversion if any: _____
- b If water is not consumed, it will be discharged into _____ at a point in _____ 1/4
 of _____ 1/4 of Section _____ Township _____ Range _____ B.M. _____
- 4 Water will be used for the following purposes
 Amount 6.2 for irrigation purpose from Apr. 1 to Oct. 15 (both dates inclusive)
acres or acre feet per annum
 Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
acres or acre feet per annum
 Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
acres or acre feet per annum
- 5 Total quantity to be appropriated
 a 6.2 ~~acres~~ cubic feet per second and or
 b _____ acre feet per annum
- 6 Proposed diverting works
 a Description of ditches, flumes, pumps, headgates, etc. Well with pump and overhead sprinkler.

- b Height of storage dam _____ feet, active reservoir capacity _____ acre feet; total reservoir
 capacity _____ acre feet, materials used in storage dam _____
 Period of year during which storage will occur _____ Mo. Day _____ to _____ Mo. Day _____ inclusive.
- c Proposed well diameter is _____ inches; proposed depth of well is _____ feet
- 7 a Time required for the completion of the works and application of the water to the proposed beneficial use
 is five years
 b Estimated construction cost is \$ 80,000.00.
- 8 Description of proposed uses.
 a If water is **not** for irrigation
 (1) Give the place of use of water: _____ 1/4 of _____ 1/4 of Section _____ Township _____
 Range _____ B.M. _____
 (2) Amount of power to be generated: _____ hp under _____ feet of head
 (3) List number of each kind of livestock to be watered _____

 (4) Name of municipality to be served _____, or number of families to be
 supplied with domestic water _____
 (5) If water is to be used for other purposes describe _____

b. If water is for irrigation, indicate acreage in each subdivision in the tabulation below

TWP	RANGE	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
9 S	40 E	21													39	39	39	38	155
		28	38	39	39	39													155

Total number of acres to be irrigated 310

c. Describe any other water rights used for the same purposes as described above. None.

9. a. Who owns the property at the point of diversion Reuben LaVern Gibson and Millicent Gibson.

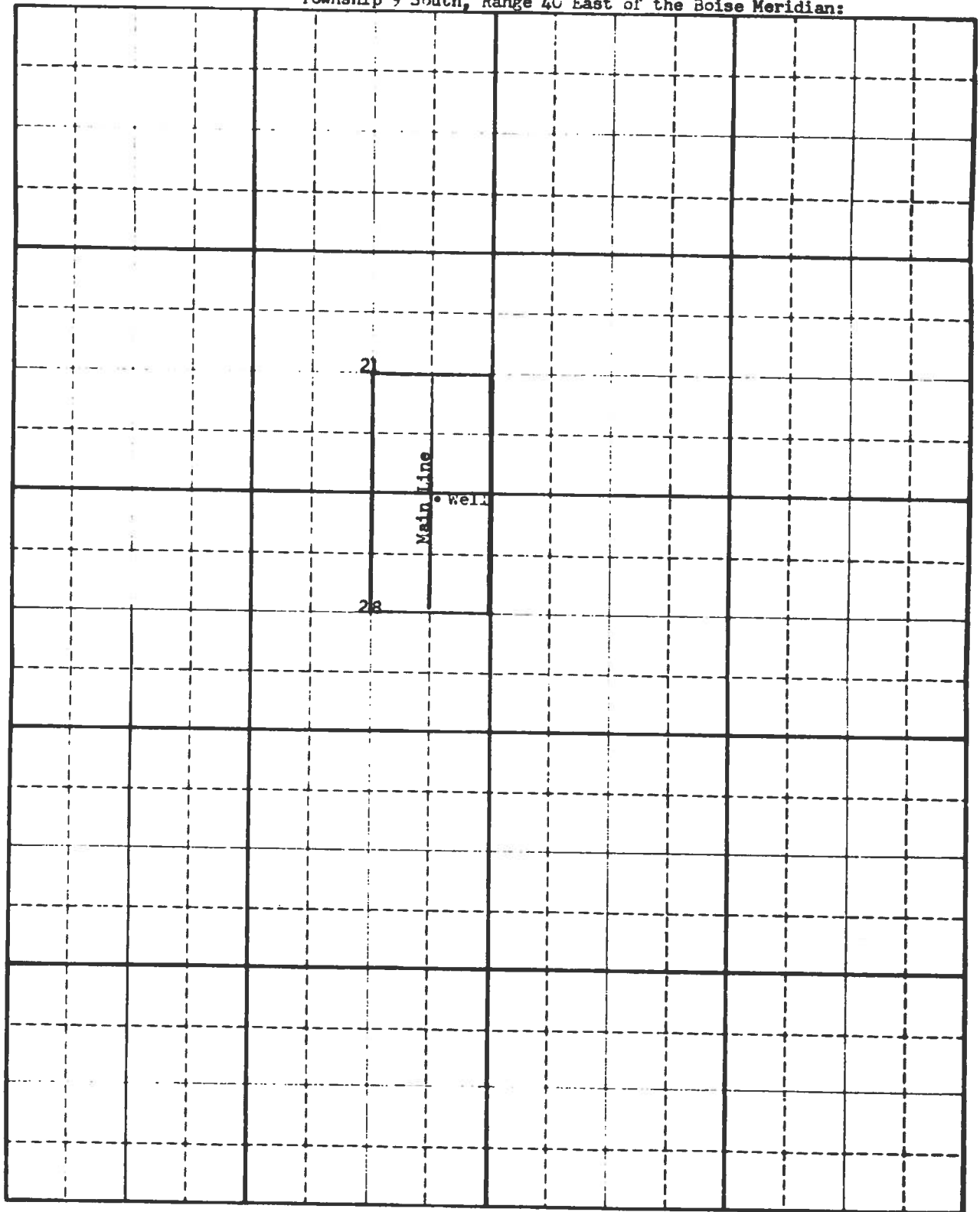
b. Who owns the land to be irrigated or place of use Date E. Yost and Afton G. Yost and above.

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing Gibson property is being purchased under contract.

10. Remarks

11 Map of proposed project show clearly the proposed point of diversion, place of use, section number, township and range number

Township 9 South, Range 40 East of the Boise Meridian:



Scale: 2 inches equal 1 mile

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Dan E. Yant
(Applicant)

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 13-7097 Priority January 3, 1975 Amount 4.46 cfs

THIS IS TO CERTIFY, that Date E. Yost
of Bancroft, Idaho, has complied with the terms and conditions of Permit
No. 13-7097 issued pursuant to Application for Permit dated January 3, 1975,
and has submitted proof to the Department of Water Resources on October 19, 1979,
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 4.46 cfs of water from a groundwater source,
tributary to _____, and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
<u>Irrigation</u>	<u>from April 1 to October 15</u>	<u>at 4.46 cfs</u>	<u>and 930.0 acre feet</u>
_____	from _____	_____ cfs	_____ and _____
_____	from _____ to _____	_____ cfs	_____ and _____
(both dates inclusive)			

Subject, however, to the condition that no more than 4.46 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
930.0 acre feet per year, said waters to be diverted within the NE 1/4, Section 28, Twp.
9S, Rge, 40E in the County of Caribou

Description and location of place of use:

Twp.	Range	Sec.	1/4 Sec.				1/2 Sec.				3/4 Sec.				Totals	
			NE 1/4	S 1/4	SW 1/4	SE 1/4	NE 1/2	S 1/2	SW 1/2	SE 1/2	NE 3/4	S 3/4	SW 3/4	SE 3/4		
9S	40E	21													38	155
		28	38	39	39	39										155

Total number of acres irrigated 310

This right when combined with all other rights shall provide no more than 0.02
cfs per acre nor more than 3.0 afa per acre for the lands above.

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho
Code, or the applicable Idaho Law. This right may be forfeited by five years of non-use.

The right to the use of the water hereby confirmed is restricted and appurtenant to the lands or place of use
herein described, as provided by the laws of Idaho.

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 12 day of
October, 19 82.

Director