

DEV

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
WR 29-13814		X			
29-13816		X			
29-13818	See memo to file				
29-13820		X			
29-13822		X			

RECEIVED

APR 15 2009

Department of Water Resources
Eastern Region

2. The following **REQUIRED** information must be submitted with this form:
- A. The appropriate **FILING FEE**. See instructions for fee amounts.
 - B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
 - C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The AERIAL PHOTO should be submitted in place of the PLAT OF PROPERTY or SURVEY MAP.

3. Name and Address of Former Owner/Claimant(s)

Gordon Yost
1681 Lund Rd
Bancroft, ID 83217

4. New Owner/Claimant(s)

Terry M Hatch ~~XXXXXXXXXXXXXXXXXXXX~~
Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address

1275 Welch Rd

City, State and ZIP Code

Bancroft, Id 83217

New Telephone Number

(208) 648-7732 Email: terrymhatch@gmail.com

SUPPORT DATA
IN FILE # 29-13814

5. Date you acquired the property

3-6-2009

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7.** If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s)

(title if applicable)

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

Bmk 5/15/09 \$400.00 L035041

For IDWR Office Use Only:

Received by BK
 Received by BK
 Processed by AJ

Date 4-15-09
 Date 4-15-09
 Date

Receipt Amt. \$100.00
 Receipt No. L034940
 WR Date

*Refund request for \$100.00
Sent 6-5-09*

WARRANTY DEED

Instrument # 182685

CARIBOU COUNTY

3-6-2009 02:49:44 No. of Pages: 2

Recorded for : CARIBOU TITLE

VEDA MASCARENAS

Fee: 6.00

Ex-Officio Recorder Deputy

Index to: 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

TERRY M. HATCH AND KATHY C. HATCH, husband and wife,

the grantees, of 1275 Welch Road, Bancroft, Idaho 83217, the following described premises, to-wit:
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;

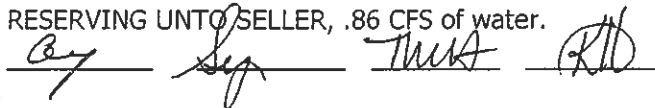
thence North 63°33'32" West for a distance of 78.92 feet;

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.

RESERVING UNTO SELLER, .86 CFS of water.



TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee's, 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 for all lawful claims whatsoever.

Dated: March 6, 2009.

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.

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

KENA ANN MOORE
NOTARY PUBLIC
STATE OF IDAHO

Kena Ann Moore
NOTARY PUBLIC FOR THE STATE OF IDAHO

Residing at: Soda Springs, Idaho 83276

My commission expires: 8-15-09

REAL ESTATE AGREEMENT

THIS AGREEMENT is made by and between

Gordon R. Yost and Sherry A. Yost, husband and wife,
hereinafter known as "Seller," and

Terry M. Hatch and Kathy C. Hatch, husband and wife,
hereinafter known as "Buyer."

IT IS HEREBY AGREED AS FOLLOWS:

1. SALE OF PROPERTY. Seller covenants and agrees to sell and convey to the Buyer, and the Buyer covenants and agrees to purchase from the Seller under the terms set forth below, the farm real estate and personal property described on Exhibit "A."

2. PURCHASE PRICE.

2.1 The purchase price of the above-described property shall be Five Hundred Thousand Dollars (\$500,000.00). The purchase price shall be paid by Buyer to Seller as follows:

A. Twenty-Five Thousand Dollars (\$25,000.00) down, payable on the execution hereof, receipt of which is hereby acknowledged. Said funds shall be paid to and held by Caribou Title Insurance Company of Soda Springs, Idaho ("Closing Agent").

B. The balance to be made in accordance with the promissory note attached to be executed by Buyer at closing.

2.2 Buyer shall execute a promissory note in the form attached as Exhibit "B" and documents in the form attached as Exhibits "C", "D" and "E" granting Seller a security interest in the property purchased by Buyer from Seller.

3. PRORATED TAXES AND ASSESSMENTS. Taxes and assessments against the property shall be prorated to date of closing.

4. POSSESSION AND CLOSING. Buyer shall be entitled to possession of the property at closing. Closing shall take place at Caribou Title Insurance Company in Soda Springs, Idaho, at 10:00 AM on March 6, 2009, unless Buyer and Seller mutually agree to a different time and place for closing.

5. TITLE. Seller represents and warrants title in fee simple, free from all claims or encumbrances, subject only to taxes and assessments for the current year and rights of way of public record. Seller shall execute and cause to be delivered at closing a good and sufficient warranty deed conveying to Buyer the real property hereinabove described and a bill of sale conveying the personal property.

6. TITLE INSURANCE. Seller shall furnish Buyer title insurance in the amount of the value assigned to the real estate. Seller shall cause a preliminary title commitment to be prepared and delivered to Buyer showing the title with respect to the subject real property. Buyer shall have 10 days from the date this agreement is executed by Buyer and Seller to object to any title exceptions noted in the preliminary commitment and, upon receipt of an objection, Seller shall

have 5 days to cure any valid title objections raised by Buyer. If no objection is received from Buyer at the end of said period, then the state of the title shall be deemed acceptable. If objections are raised that Seller is unable to cure, then this agreement shall be void and the earnest money shall be returned to Buyer, along with any accrued interest thereon.

7. TIME IS OF THE ESSENCE. Time is of the essence of this contract, and it is expressly agreed that any concessions or departures from, or delay in, enforcing the provisions of the same, with or without the consent of the Seller, shall not waive or be a waiver of any right of Seller to stand upon the strict letter and construction of the terms hereof or construed to be a waiver of the right of the Seller to enforce the same in accordance with its term.

8. INSPECTION. The Buyer acknowledges having full opportunity for inspection of subject property and is not relying on any representation by Seller or Seller's agents in making this purchase.

9. NOTICES. All notices required to be given shall be in writing and shall be sent postage prepaid by United States, Certified Mail, return receipt requested. Notice shall be deemed given on the date shown on the return receipt. The mailing addresses for the parties are set forth on the cover page, and are binding upon the parties absent notice of any change of address.

10. LEGAL FEES. In the event either of the parties must retain the services of an attorney in order to enforce the terms or the provisions of this contract, the prevailing party in any litigation

arising therefrom shall be entitled to recover a reasonable attorney fee and costs incurred for the prosecution thereof.

11. COSTS.

11.1 Buyer shall pay the following costs:

- A. Recording and filing fees for documents as are customarily paid for by a buyer in the county where the subject property is located.
- B. One-half of the closing costs.

11.2 Seller shall pay the following costs:

- A. The legal fees for preparation of this Agreement;
- B. Recording and filing fees for documents as are customarily paid for by a seller in the county where the subject property is located; and,
- C. Title insurance policy for Buyer.
- D. One-half of the closing costs.

11.3 This contract and related documents were prepared by the attorney for Seller and the other party to this agreement acknowledges independent counsel of that party's choice may be consulted if desired, which fee shall be paid by that party.

12. HEIRS OR ASSIGNS. This agreement shall be binding upon shall inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto.

13. MISCELLANEOUS.

13.1 WATER RIGHTS. Seller has 2.15 CFS for 184 acres, 110 of which acres are being sold to Buyer herein. Seller's water rights shall be split in accordance with the amount of land transferred and Buyer shall receive 1.29 CFS of the water right for 110 acres. Buyer and Seller acknowledge Seller retains .86 CFS of the water right sufficient to water 74 acres. Seller has transferred the right to use that water to ground being leased by Seller from Lechtenberg and which ground is being subleased to Buyer herein. Notwithstanding the foregoing, Buyer will retain all water rights for 74 acres.

13.2 DISCLOSURES. This is a sale of agricultural property. Buyer and Seller waive the lead paint disclosures for any buildings upon the subject property, and Seller's Disclosure pursuant to Idaho Code Section 55-2501, *et seq.*

13.3 EARNEST MONEY FORFEITURE. If Buyer is unable to perform, all earnest money is forfeited to Seller.

13.4 EXCLUDED REAL ESTATE. Seller is not selling any real estate west of Lund Road.

13.5 SURVIVAL. All covenants set forth herein shall survive the closing and recording of the deed from Seller to Buyer.

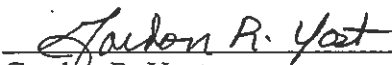
13.6 CONTINGENCY. Closing of this agreement is contingent upon Seller obtaining an addendum to Seller's lease with Lechtenberg extending the term of that lease through 2026. If this contingency is satisfied, Buyer shall execute the Sublease Agreement attached as Exhibit F. A default under the terms of the Sublease Agreement shall be a default hereunder and shall constitute a default for purposes of the Promissory Note and Mortgage attached hereto for which Seller may foreclose Seller's mortgage.

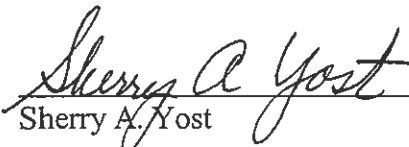
13.7 PIVOT. Buyer owns the Valley pivot with corner arm and control wire that is used to irrigate the ground Seller leases from Lechtenberg and subleases to Buyer along with the property being purchased by Buyer herein. In the event of Buyer's default and repossession of the ground and personal property transferred herein, Seller shall likewise be entitled to repossess the Valley pivot with corner arm and control wire in accordance with the security interest granted herein to Seller by Buyer of said pivot and Seller shall owe Buyer no additional sums of money as a result of said repossession.

13.8 RIGHT OF FIRST REFUSAL. This property is subject to a right of first refusal in favor of Chad and Jacquelyn Neibaur. Seller shall give the required notices to Neibaur and Buyer acknowledges if Neibaur exercises his right of first refusal, then this agreement shall be null and void.

DATED this 4th day of March, 2009.

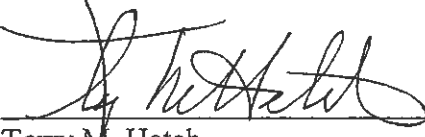
SELLER:

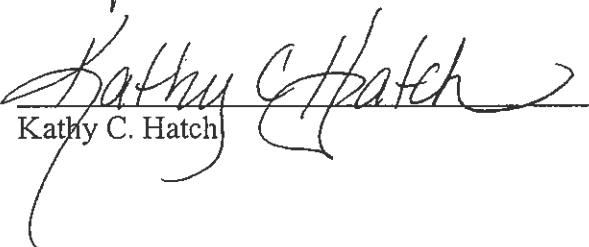

Gordon R. Yost


Sherry A. Yost

DATED this 4th day of March, 2009.

BUYER:

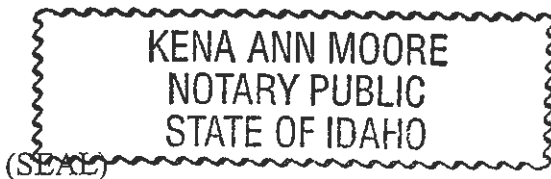

Terry M. Hatch

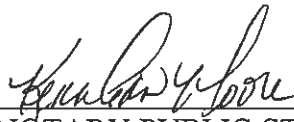

Kathy C. Hatch

STATE OF IDAHO)
:SS
County of Caribou)

On this 6th day of March, 2009, before me, the undersigned Notary Public, in and for said State, personally appeared Gordon R. Yost and Sherry A. 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 written above.

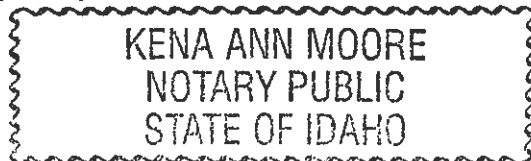



NOTARY PUBLIC-STATE OF IDAHO
My Commission expires: 8/15/09

STATE OF IDAHO)
:SS
County of Caribou)

On this 6th day of March, 2009, 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: 8/51/09

(SEAL)
STATE OF IDAHO)
: SS.
County of Caribou)

On this 4th day of March, 2009, before me, the undersigned, Notary Public in and for the State of Idaho, personally appeared Kathy C. Hatch, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

REAL ESTATE AGREEMENT
vas1021109 agreement wpo

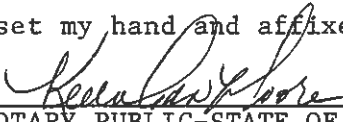

NOTARY PUBLIC-STATE OF IDAHO
My commission expires: _____

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;

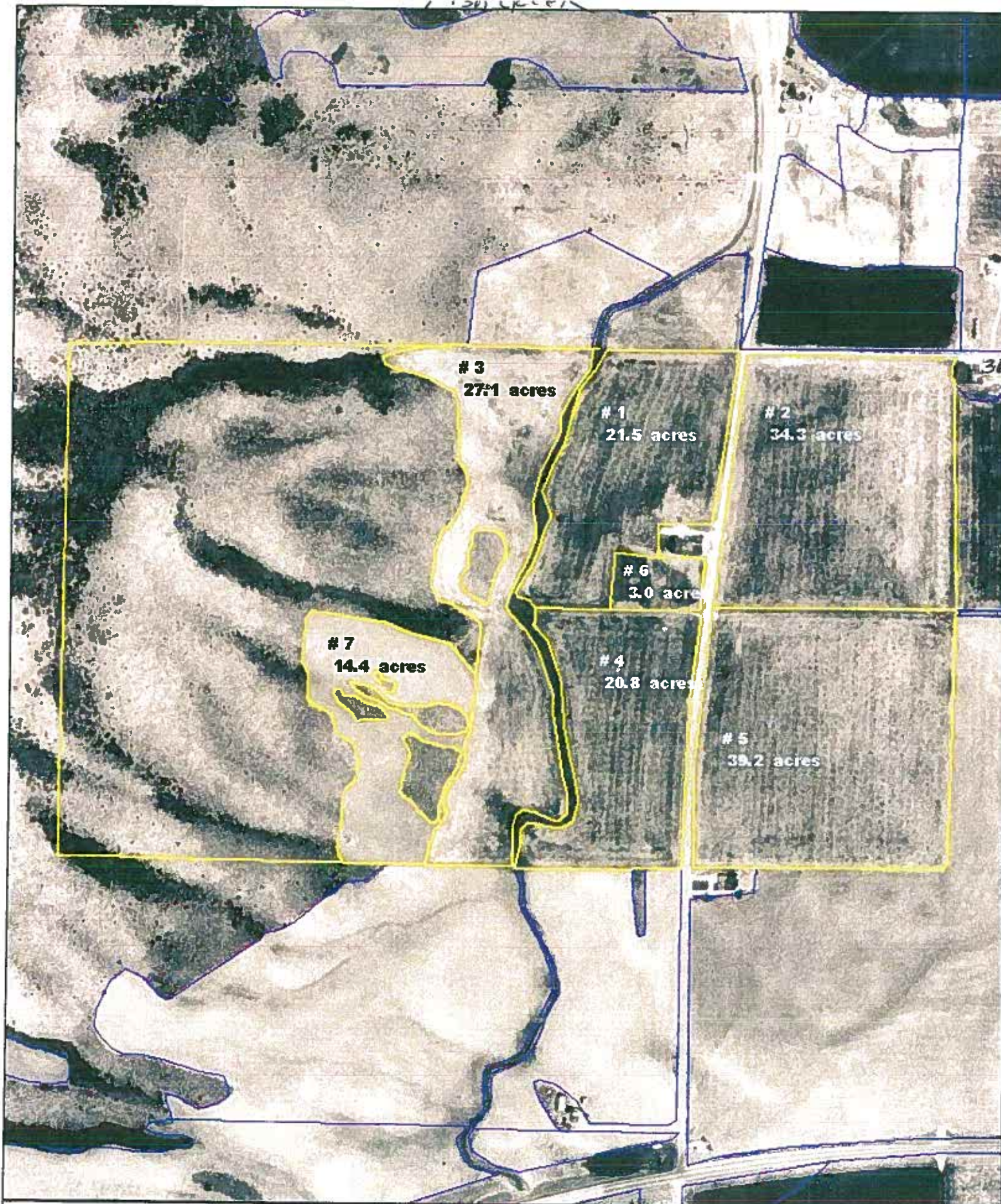
thence North 00°01'01" West for a distance of 86.27 feet to a point of said right of way line;

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.

Irrigation Equipment List

- 1 U.S. motor 60 H.P. 3 phase 460 volt V.H.S. electric-motor
- 1 Type AB 16 1/2 by 8 inch discharge head
- 125 feet of 8 inch by 2 inch by 1 7/16 oil lube column, 14 inch casing
- 1 8 inch suction screen
- 1 Johnson turbine pump bowl assembly size 10 GHC- 6 stage (serial PG14132)
- 1 Delta pump plant panel 460 volt size 4 model DR 11 with lightning arrester phase failure and time delay relay
- 2640 Feet of 8 inch buried PVC main line
- 1 Valley pivot with corner arm and control wire , Model #8098, Serial #221379







State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A • Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 • Fax: (208) 525-7177 • Web Site: www.idwr.idaho.gov

EASTERN REGION

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

May 11, 2009

Terry M Hatch
1275 Welch Rd
Bancroft ID 83217

Copy

RE: Change in Ownership Water Right No. 29-13814

Dear Sir/Madam:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership.

Our review of your notice indicates that additional information is required before we can process the change. The information required is indicated below:

XXXX **Filing Fee** of \$100 per water right for changes resulting from division of a water right

During our review of the documentation you submitted we found some discrepancies between that documentation and the legal description of the place of use for the water right(s) indicated in your notice. I have enclosed a copy of the water right(s) for your reference. Water Right 29-13814 is combined with four other water rights, 29-13816, 29-13818, 29-13820 and 29-13822. In order for the department to complete your request we would have to split all five water rights.

Effective July 1, 2000, the legislature enacted House Bill No. 545 requiring a filing fee for a change in water right ownership. The fee is \$25 per water right, except for ownership changes resulting in the division of a water right, which is \$100 per water right. All ownership change notices received after June 30, 2000 must include the appropriate filing fees in order to be processed. We have determined that the filing fee for your notice will be **\$500.00**. As per receipt number E034946 you have already submitted \$100.00. Please submit an additional \$400.00 at your earliest convenience.

Because the Department cannot process the ownership change without proper documentation/fees, we will hold any action on your notice pending receipt of the necessary information/fees. If we do not receive the necessary information/fees within 30 days we will return your notice and all attachments and your notice will not be processed.

RECEIVED
MAY 15 2009

Department of Water Resources
Eastern Region

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact the Department if you have any questions.

Sincerely,



Jonie Barg
Technical Records Specialist

Enclosure(s)