

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

6-19-07
RECEIVED

JUN 20 2007

DEPARTMENT OF
WATER RESOURCES

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)
65-17400					

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) Jerry Harris & Pat Harris

4300 Hwy 95, New Meadows, ID

4. New Owner/Claimant(s) Ronald YOST & Cheryl YOST 83654

Name Connector (Check one): ☐ and, ☐ or, ☒ and/or (YOST 2000 Family Trust)

New Mailing Address 250 Potter Lane

City, State and ZIP Code McCall, ID 83638

New Telephone Number (208) 634-3778

5. Date you acquired the property _____

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 <u>1 home</u>		
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) Ronald P. Yost trustee
 (title if applicable)
Cheryl E. Yost trustee
 (title if applicable)
Yost 2006 Family Trust

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.

For IDWR Office Use Only:

Received by _____
 Received by AMB
 Processed by _____ AJ

Date _____
 Date 6-26-07
 Date _____

Receipt Amt. 25.00
 Receipt No. CD84420
 WR _____ Date _____

ENDORSEMENT TO TITLE POLICY
SERIAL NUMBER O-9993-3374613

CHARGE
\$40.00

No. IC00029

Ronald D. Yost and Cheryl E. Yost,
Trustees

ISSUED BY

stewart
title guaranty company
HEREIN CALLED THE COMPANY

CLTA Additional Insured Endorsement 107.9

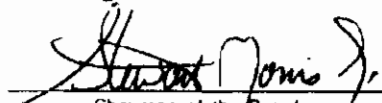
The policy is hereby amended by adding as a named insured therein

The Yost 2006 Family Trust, Ronald D. Yost and Cheryl E. Yost, Trustees

This endorsement does not extend the coverage of the policy to any later date than Date of Policy, nor does it impose any liability on the Company for loss or damage resulting from (1) failure of such added insured to acquire an insurable estate or interest in the land, or (2) any defect, lien or encumbrance attaching by reason of the acquisition of an estate or interest in the land by such added insured.

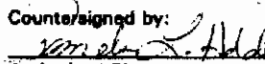
This Endorsement is made a part of the policy and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, this Endorsement neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and prior endorsements, nor does it increase the face amount thereof.

Signed under seal for the Company, but this Endorsement is to be valid only when it bears an authorized countersignature, this the 16th day of September 2004


Chairman of the Board

stewart
title guaranty company


President

Countersigned by:

Authorized Signatory
AmeriTitle, Inc.
Company
Cascade, Idaho 83611
City, State



Endorsement
Serial No.

E-9904- 2299371

Visit our World-Wide Web site at: <http://www.stewart.com>

POLICY OF TITLE INSURANCE ISSUED BY

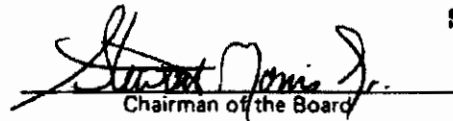
STEWART TITLE GUARANTY COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the Insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused this policy to be signed and sealed by its duly authorized officers as of the date of Policy shown in Schedule A:


Chairman of the Board

STEWART TITLE
GUARANTY COMPANY


President

Countersigned:


AmeriTitle, Inc.
Company

Cascade, Idaho 83611
City, State

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
(a) created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
(b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
(i) to timely record the instrument of transfer; or
(ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

Page 1 of
Policy
Serial No.

0-9993- 3374613

old trust when property was purchased

reduce loss or damage to the insured. The Company may take any appropriate action hereunder, and shall not under the terms of this policy, whether or not it shall be hereby conceded liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
(c) Whenever the Company shall have brought an action or interposed a defense under the provisions of this policy, the Company may pursue any

of payment and which the Company is obligated to pay.
Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

ALTA OWNER'S POLICY

SCHEDULE A

Order No.: 288262

Policy No.: O-9993-3374613

Date of Policy: September 16, 2004

Amount of Insurance: \$230,000.00

1. Name of Insured:

Ronald D. Yost and Cheryl E. Yost Trustees of the Ronald D. and Cheryl E. Yost Family Trust dated 12-18-2000

2. The estate or interest in the land which is covered by this policy is:

Fee Simple in and to the surface rights, excepting therefrom any and all interest in and to oil, gas, mineral like substances together with all rights incidental thereto, that may have been heretofore conveyed or reserved for which there has been no search of the public records and for which no insurance is provided hereunder.

3. Title to the estate or interest in the land is vested in:

Ronald D. Yost and Cheryl E. Yost Trustees of the Ronald D. and Cheryl E. Yost Family Trust dated 12-18-2000

4. The land referred to in this policy is described as follows:

All that certain lot, piece or parcel of land, situate in Valley County, Idaho, and shown as Lot 17, Alta Vista Subdivision, a plat which is recorded in the office of the Recorder of Valley County, Idaho.

COPY

WARRANTY DEED

FOR VALUE RECEIVED, RONALD D. YOST and CHERYL E. YOST, as Trustees of the Ronald D. and Cheryl E. Yost Family Trust dated December 18, 2000, Grantors, do hereby grant, bargain, sell, and convey unto RONALD D. YOST and CHERYL E. YOST, and their successors, as Co-Trustees of the Yost 2006 Family Trust dated November 20, 2006, as it may be amended from time to time, Grantees, whose current address is 250 Potter Lane, McCall, ID 83638, the following described real property situated in Valley County, Idaho, to-wit:

All that certain lot, piece or parcel of land situated in Valley County, Idaho, and shown as Lot 17, Alta Vista Subdivision, a plat which is recorded in the office of the Recorder of Valley County, Idaho.

Together with all improvements, water, water rights, ditches, ditch rights, easements, hereditaments and appurtenances thereto.

Subject to all easements, rights-of-way, covenants, restrictions, reservations, encumbrances, applicable building and zoning ordinances and use regulations and restrictions and other matters of record, and payment of accruing present year taxes and assessments as agreed to by the parties above.

To have and to hold the said premises, together with improvements and appurtenances, unto the said Grantees, their heirs and assigns forever. And the said Grantors hereby covenant to and with said Grantees, that they are the owner in fee simple of said premises; that the said premises are free from all encumbrances except as aforesaid and except for: (1) current year's taxes, levies, and assessments, (2) U.S. Patent reservations, (3) restrictions, easements, encumbrances and other matters of record, and (4) restrictions, easements, encumbrances and other matters by virtue of statute or visible or in use on the premises; and, that they will warrant and defend the same from all lawful claims whatsoever.

DATED this 20th day of November, 2006.

Ronald D. Yost

RONALD D. YOST, as Trustee of the
Ronald D. and Cheryl E. Yost Family
Trust dated December 18, 2000

Cheryl E. Yost

CHERYL E. YOST, as Trustee of the
Ronald D. and Cheryl E. Yost Family
Trust dated December 18, 2000

STATE OF IDAHO,)
) ss.
County of Valley.)

On this 20th day of November, 2006, before me, a Notary Public in and for said State, personally appeared **RONALD D. YOST and CHERYL E. YOST**, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same as Trustees of the Ronald D. and Cheryl E. Yost Family Trust dated December 18, 2000.

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



Maria McConnell
NOTARY PUBLIC FOR IDAHO
My Commission Expires: 6/30/2011



Instrument # 287611
 VALLEY COUNTY, CASCADE, IDAHO
 2004-09-16 02:47:10 No. of Pages: 1
 Recorded for: AMERITITLE
 LELAND G. HEINRICH
 Ex-Officio Recorder Deputy
 Index to: DEEDS

Fee: 3.00

WARRANTY DEED

For Value Received, Jerry L. Harris and Patricia Harris, husband and wife, the Grantors, do hereby grant, bargain, sell and convey unto Ronald D. Yost and Cheryl E. Yost, Trustees of the Ronald D. and Cheryl E. Yost Family Trust dated December 18, 2000 whose address is 250 Potter Lane, McCall, ID 83638, the Grantee, the following described premises, to-wit:

All that certain lot, piece or parcel of land situated in Valley County, Idaho and shown as Lot 17, Alta Vista Subdivision, a plat which is recorded in the office of the Recorder of Valley County, Idaho.

TO HAVE AND TO HOLD the 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 except the 2004 taxes and assessments and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: 9-15-04

Jerry L. Harris
 Jerry L. Harris
Patricia Harris
 Patricia Harris

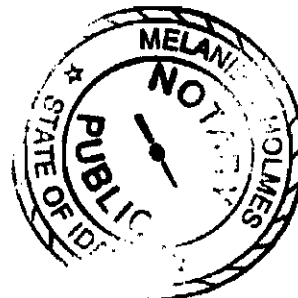
Instrument # 288262
 VALLEY COUNTY, CASCADE, IDAHO
 2004-10-06 03:11:29 No. of Pages: 1
 Recorded for: AMERITITLE
 LELAND G. HEINRICH
 Ex-Officio Recorder Deputy
 Index to: DEEDS

Fee: 3.00

State of Idaho)
) ss
 County of Valley)

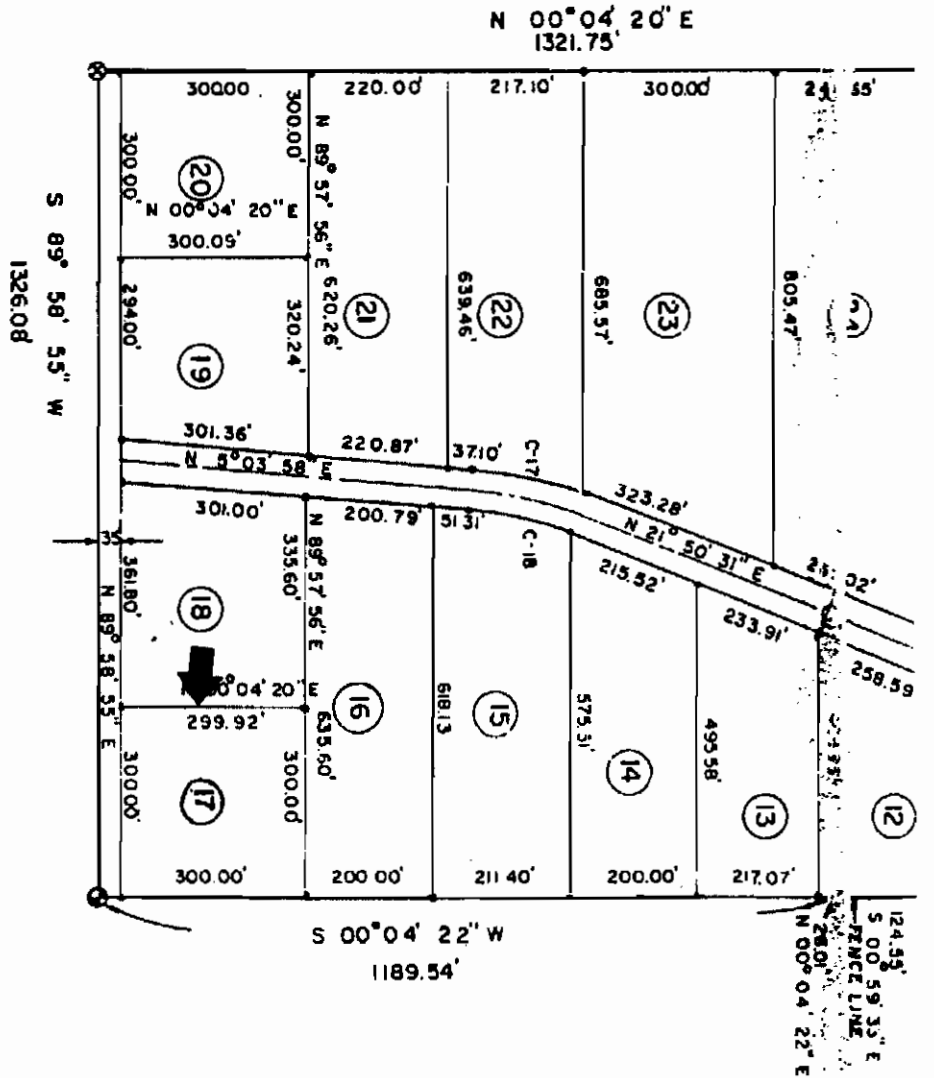
On this 15th day of September, 2004 before me Melanie Holmes, a notary public in and for said State, personally appeared Jerry L. Harris and Patricia Harris known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Melanie L. Holmes
 Notary Public
 Residing at: Donnelly, ID
 Commission Expires: 2-25-08



old trust
 when property was purchased

57' 56" W
1326.10'



C-4	335.00	16° 13' 45"	94.89	34.5	N 75° 12'
C-5	635.00	16° 33' 08"	183.45	182.81	N 75° 12'
C-6	565.00	14° 32' 08"	143.34	142.95	N 89° 25'
C-9	535.00	15° 15' 28"	123.48	123.21	N 76° 37'
C-10	465.00	5° 03' 28"	414.37	400.80	N 37° 42'
C-11	535.00	18° 37' 32"	173.92	173.15	N 60° 42'
C-12	535.00	18° 34' 00"	176.48	175.68	N 47° 56'
C-13	465.00	28° 08' 56"	228.45	226.16	N 16° 06'
C-14	535.00	27° 40' 04"	258.35	255.85	N 16° 39'
C-15	465.00	25° 52' 36"	210.01	208.23	N 8° 54'
C-16	535.00	25° 39' 57"	248.99	246.75	N 8° 30'
C-17	635.00	16° 46' 30"	185.92	185.26	N 13° 27'
C-18	565.00	16° 46' 33"	165.43	164.84	N 13° 27'

This document is furnished as an accommodation. AmeriTitle makes no representations as to its effect, sufficiency, completeness or any other matters that might be implied therein.



120 N. Main Street
Cascade, ID 83611

Bus (208) 382-4206
Fax (208) 382-4218

BUYER'S ESTIMATED CLOSING STATEMENT

RE: YOUR ESCROW NO: IC00029

DATE:
CLOSE OF ESCROW:

Ronald D. Yost, Cheryl E. Yost and Ronald D. and Cheryl E. Yost Family Trust (the "Buyer") is/are buying the subject property described herein from: Jerry L. Harris and Patricia Harris (the "Seller").

SUBJECT PROPERTY: 250 Potter Lane, McCall, ID 83638

TITLE ORDER NO.: IC00029

PRORATE DATE: 09/10/2004	CHARGE	CREDIT
PURCHASE PRICE	\$230,000.00	
BUYER DEPOSITS:		
Ronald D. Yost		10,000.00
PRORATIONS AS OF 09-10-2004:		
Real Property Tax @ 920.44 paid to 01/01/2004		638.00
ESCROW FEES:		
AmeriTitle		
Escrow Closing Fee	200.00	
TITLE CHARGES:		
AmeriTitle		
Record Warranty Deed	1.50	
ADDITIONAL CHARGES & CREDITS:		
WIRE TRANSFER/CASHIER CK TO CLOSE PLEASE WIRE TRANSFER TO AmeriTitle		219,563.50
TOTALS	\$230,201.50	\$230,201.50

The undersigned are aware that the figures listed above are estimated figures and may change between the date of signing and the date of recording. Escrow agent herein is authorized and instructed to make the necessary adjustments at the time of closing. I/We hereby acknowledge receipt of a copy of this statement.

Accepted and Approved: Dated: _____

(Ronald D. Yost, Trustee)
Ronald D. Yost

(Cheryl E. Yost, Trustee)
Cheryl E. Yost

Ronald D. and Cheryl E. Yost Family Trust