Form 42-248/42-1409(6) Rev. 6/22

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
APR 03 2023
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 #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
29-13818 OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐
29-13906 OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐
29-13908 OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐
29-13910 OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐
29-13912 OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐

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

3. New Owner(s)/Claimant(s): Yost & Yost Farms
   New owner(s) as listed on the conveyance document Name connector ☐ **and** ☐ **or**

PO Box 171 | Bancroft | ID | 83217
Mailing address | City | State | Zip

208-547-7979 | Lorengy@gmail.com
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: 3/24/23.

6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
   - o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.

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):
     - o $25 per *undivided* water right.
     - o $100 per *split* water right.
     - o 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: _____ Partner 3/24/23
   Signature of new owner/claimant | Title, if applicable | Date
   Loren Yost
   Print name

   Signature: _____ Partner 3/24/23
   Signature of new owner/claimant | Title, if applicable | Date
   Monte Yost
   Print name

For IDWR Office Use Only:

Receipted by M. Petty Date 4-3-23 Receipt No. E049033 Receipt Amt. 125.00

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 JB Processed by JB Date 4/7/2023

APR 07 2023

To Whom it May Concern:

Please transfer the following water rights into the name of Yost & Yost Farms. 29-13818, 29-13906, 29-13908, 29-1390, and 29-13912.

"THE SELLER"

Gordon Yost

1681 Lund Rd

Bancroft, ID 83217

[Name of the Seller]

Signature: Gordon Yost

[Name of authorized representative]

[Title of authorized representative]

Date: 3-30-23

[Date of agreement]

" THE PURCHASER"

Yost & Yost Farms

PO Box 171

Bancroft, ID 83217

[Name of the Purchaser]

Signature: Loren Yost

Monte Yost MONTE YOST

[Name of authorized representative]

Yost & Yost Farms

[Title of authorized representative]

D. SWENSEN NOTARY PUBLIC Comm No. 58065 STATE OF IDAHO

D. Swensen

Exp: 8/10/2023

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CONTRACT FOR DEED AGREEMENT

1. THE PARTIES

This Land Purchase Agreement (hereinafter, the "Agreement") is entered into as of March 24, 2023 *[date]* (hereinafter, the "Effective Date") by and between Gordon & Sherry Yost *[name of the Seller]* (hereinafter, the "Seller"), and Yost & Yost Farms *[name of the Purchaser]*, (hereinafter, the "Purchaser"), who for valuable consideration received, agree as follows:

2. LEGAL DESCRIPTION OF THE PROPERTY

The Property is described as follows:

Caribou County, Idaho:

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

Section 9: NE ¼, Section 9

Except for the House property, which description is as follows:

Caribou County, Idaho:

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

Section 9: Beginning at a point approximately 1340 feet North of the South corner of the NW ¼ of said section 9, and running

Thence North 504 feet; thence West 253 feet;

Thence South 157 feet; thence at a 135 degree angle South East 157 feet;

Thence South 234 feet; thence West 143 feet,

To the Point of Beginning.

AND

Caribou County, Idaho

Township 10 South, Range 39 East of the Boise Meridian:

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Section 10: Beginning at a point approximately 1340 feet North of the Southwest corner of the NW ¼ of said section 10, and running

Thence East 42 feet

Thence Northeast 508 feet at a 7 degree angle

Thence West 62 feet; thence South 504 feet,

To the Point of Beginning

Approximately 131795 sq ft. or 3.02 acres

3. SALE AND PURCHASE

The Seller agrees to sell to the Purchaser, and the Purchaser agrees to purchase from the Seller, the Land described above, which is located in the City of Bancroft/Lund *[name of city]*, Idaho *[state]*, and any and all improvements thereon (hereinafter, the "Improvements"). The Land and the Improvements are referred to in this Agreement as the "Property").

Notwithstanding anything to the contrary, the sale and purchase contemplated hereby (and, accordingly, the term "Property") shall not include any of the Seller's personal property located within or upon the Property or any rights, titles, or interests that the Seller has acquired in the Property prior to the Closing of the Purchase.

4. PURCHASE PRICE

The purchase price to be paid to the Seller by the Purchaser for the Property shall be $650,000 *[dollar amount]* (hereinafter, the "Purchase Price"), payable as follows:

Payments will be disbursed in 10 equal payments. Beginning March 24, 2023 for $65,000 and with last payment on March 24, 2032 for $65,000.

5. TITLE AND SURVEY

The Seller shall convey to the Purchaser and the Purchaser shall accept such title to the Property as a reputable nationally recognized title insurance company licensed by the State of Idaho *[state]* shall be willing to insure by the Deed.

Title shall be subject to the matters set forth below:

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(i) Matters that are of record, as of the Effective Date or disclosed in the title commitment prepared by

(ii) Flying S Title & Escrow *[name of title insurance company]*, agents file no. _____ *[file number]*, with an effective date of _____ *[date of effect]* at _____ *[hour of effect]*, (hereinafter, the "Title Commitment") or otherwise procured by or furnished to the Purchaser or expressly provided for, or permitted, by this Agreement.

(ii) Any state of facts that are disclosed by the SURVEY of the Property prepared by _____ *[name of surveyor]* dated _____ *[date]* (hereinafter, the "Existing Survey").

The acceptance of the Deed by the Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation on the part of the Seller to be performed under this Agreement, except those, if any, which are herein specifically stated to survive Closing. Unless otherwise stated, no obligation, liability, representation, or warranty of the Seller shall survive Closing.

6. CONDITION OF THE PROPERTY

The Property is being sold "AS IS", "WITH ALL FAULTS", AND WITHOUT ANY REPRESENTATIONS AND WARRANTIES OF THE SELLER WHATSOEVER. THE PURCHASER HEREBY WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE PURCHASER RELEASES THE SELLER FROM AND AGAINST ANY ACTION, LOSS, DAMAGE, OR OTHER CLAIM AGAINST THE SELLER REGARDING THE CONDITION AND USE OF THE PROPERTY.

7. THE CLOSING AND TIME

The Closing shall occur during normal business hours on _____ *[date of closing]* (hereinafter, the "Closing Date") or as agreed between the Parties. The Closing shall take place at the offices of the Title Company, or at such other place as the Parties shall mutually agree. The Purchaser agrees to conduct closing through a pre-closing, escrow, or other arrangements reasonably requested by the Seller to facilitate closing mechanics and to reduce or eliminate the need for the Seller and its attorneys to be physically present at the Closing.

TIME SHALL BE OF THE ESSENCE with respect to the Purchaser's obligation to effectuate the Closing no later than the Closing Date.

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8. TRANSACTION COSTS

Transaction costs related to the Closing of the Property shall be distributed in the following manner:

[ ] The Seller shall pay for the cost of:

(i) Preparing the Deed.

(ii) One-half (1/2) of the revenue stamps payable in connection with recording the Deed.

(iii) Releasing all liens that constitute the Seller's Discharge Obligations, including recording the applicable releases.

(iv) The Existing Title Commitment.

(v) A Survey of House property if needed.

[ ] The Purchaser shall pay for the cost of:

(i) Conducting its due diligence studies, including any updates to the Existing Title Commitment or the Existing Survey.

(ii) Any new title commitments and title policies.

(iii) One-half (1/2) of the revenue stamps payable in connection with recording the Deed.

(iv) All other transfer and recordation taxes, sales taxes, and recording fees.

(iv) The cost of any additional survey beyond the House property Survey, if any (hereinafter, the "Updated Survey").

(v) Transferring any existing water rights attached to property into Purchaser's name.

The Seller and Purchaser will split the cost of any additional Closing Fees.

Each party shall pay its own attorneys' and consultants' fees.

9. REPRESENTATIONS AND WARRANTIES

The Seller and the Purchaser represent and warrant as of the Effective Date that the execution, delivery, and performance of this Agreement have been duly authorized by all necessary actions on the part of the Parties and do not require the consent of any third party.

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APR 07 2023

10. LIMITATIONS ON LIABILITY

Except as expressly provided in this Agreement, the Purchaser releases the Seller, its officers, directors, employees, affiliates, representatives, and agents (hereinafter, the "Seller Group") from any and all liability and claims arising out of all of the following:

(i) Property Information or opinions made on behalf of the Seller, except for any representations of the Seller that are expressly set forth in this Agreement.

(ii) Failure or refusal by the Seller to disclose or provide Property Information or opinions.

The Seller shall not be liable for any indirect, incidental, speculative, punitive, special, or consequential damages of any kind including, but not limited to, loss of revenue, loss of goodwill, loss of business opportunity, loss of profits, losses related to third-party claims or any one or more of them arising in any manner from this Agreement or the performance or nonperformance of obligations related thereto regardless of the foreseeability thereof.

11. NOTICES

All notices shall be addressed to the Parties as follows:

To the Seller, at the following address:

Gordon Yost, 208-547-7886, gsyost@yahoo.com, 1681 Lund Rd, Bancroft, ID 83217 *[name, telephone number, email address, and address of the seller]*

To the Purchaser:

Yost & Yost Farms, 208-547-7979, lorengy@gmail.com, PO Box 171 Bancroft, ID 83217*[name, telephone number, email address, and address of the purchaser]*

Any notice, demand, or other communication that is given pursuant to this Agreement by either the Seller or the Purchaser to the other party, shall be given in writing, addressed to the other party at its required address for notices, and delivered via either hand delivery, nationally recognized courier service, certified U.S. mail postage prepaid with return receipt requested or facsimile to the numbers set forth above if followed on the same day by a copy of the notice sent via a method set forth above.

12. TIME OF THE ESSENCE

The Parties hereto expressly agree that time is of the essence with respect to this Agreement.

13. BINDING AGREEMENT

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This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

14. SEVERABILITY

If any term or provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall not be affected by such an occurrence and will continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15. CLAIMS OR DISPUTES

To the extent any dispute or controversy relating to this Agreement arises, in whole or in part, from the acts or omissions of the Parties, the Parties agree to attempt to resolve the claim, dispute, or controversy by conducting good faith negotiations, such dispute shall be resolved in the following manner:

☐ **Mediation**. The dispute shall be submitted to non-binding mediation following any statutory rules of mediation for the state selected above in the choice of law provision of this Agreement. Mediation fees, if any, shall be divided equally among the Parties.

☐ **Arbitration**. The Parties agree that the dispute shall be decided by a single arbitrator by binding arbitration under the rules of the American Arbitration Association and the laws of the state selected above in the choice of law provision of this Agreement.

☐ **Litigation**. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, in any forum other than a forum for dispute located in the state selected above in the choice of law provision of this Agreement.

16. GOVERNING LAW

This Agreement and all related documents, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by and construed in accordance with, the laws of the State of Idaho*[state]*, United States of America.

17. DEFAULT OR LATE FEES

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If the Purchaser defaults or is more than 30 days late with any of the 10 annual payments for a total of $650,000, the seller may charge interest at the rate of 10% per annum for each month the payment is late.

18. ADDITIONAL TERMS AND CONDITIONS

_____

_____

_____

_____ *[Additional Terms and Conditions]*

19. ENTIRE AGREEMENT

This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

"THE SELLER"

Gordon + Sherry Yost

[Name of the Seller]

Signature: Gordon Yost

Sherry Yost

[Name of authorized representative]

_____

[Title of authorized representative]

Date: March 30, 2023

[Date of agreement]

" THE PURCHASER"

Jon Jon Lorin Yost

[Name of the Purchaser]

Yost & Yost Farms

Signature: _____

Monte Yost MONTE YOST

[Name of authorized representative]

_____

[Title of authorized representative]

D. SWENSEN NOTARY PUBLIC Comm No. 58065 STATE OF IDAHO

N. Swenson 8/10/2023

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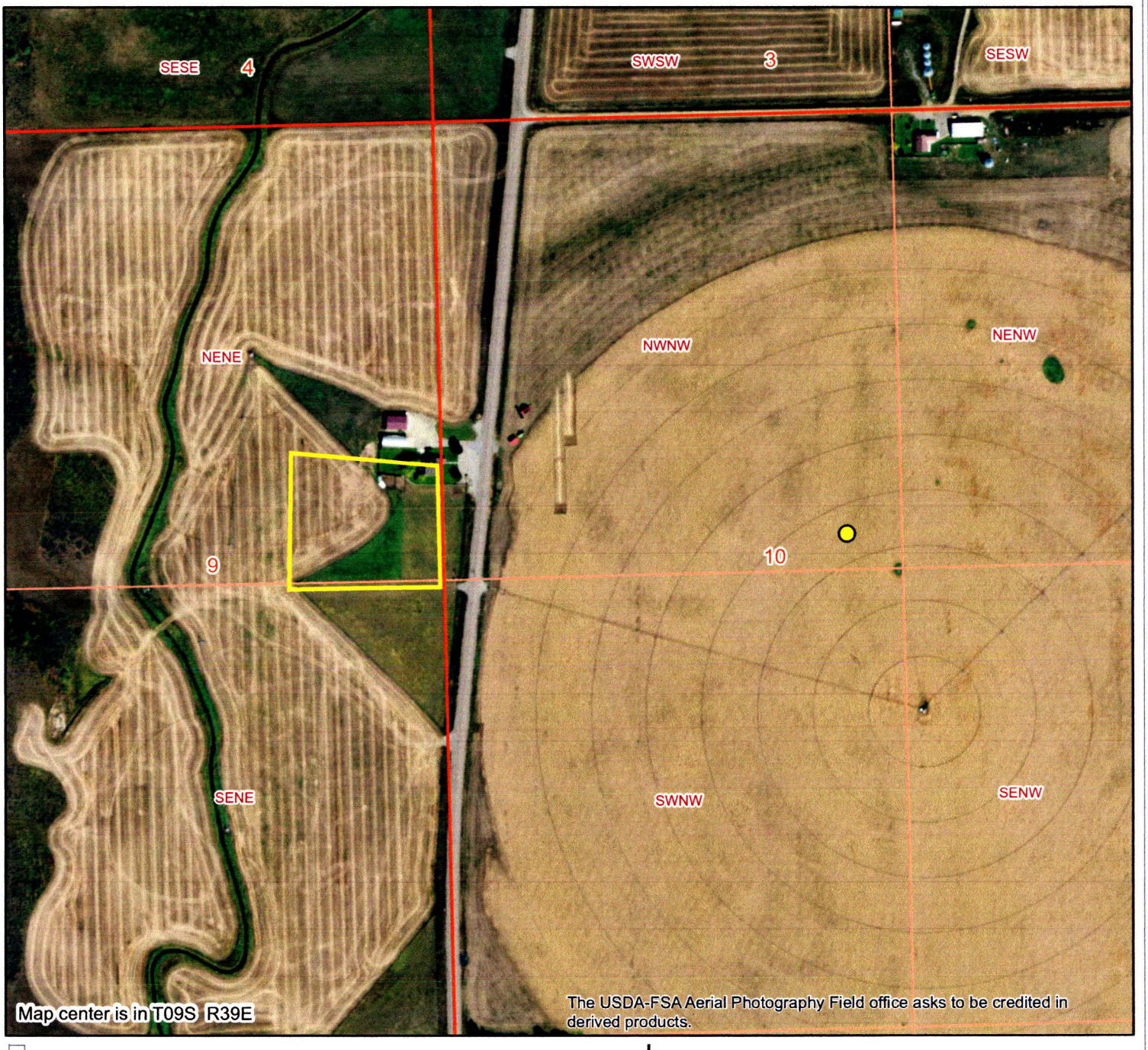
State of Idaho
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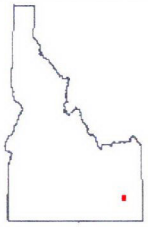
Water Right

29-13818

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.





0 0.0275 0.055 0.11 0.165 0.22
Miles

Legend
- Point of Diversion
- Place of Use Boundary
- Townships
- PLS Sections
- Quarter Quarters

N

Date created: 3/27/2023

State of Idaho
Department of Water Resources

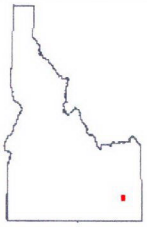
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Date created: 3/27/2023

SCANNED
APR 07 2023

State of Idaho
Department of Water Resources

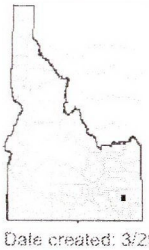
Water Right

29-13906

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APR 07 2023

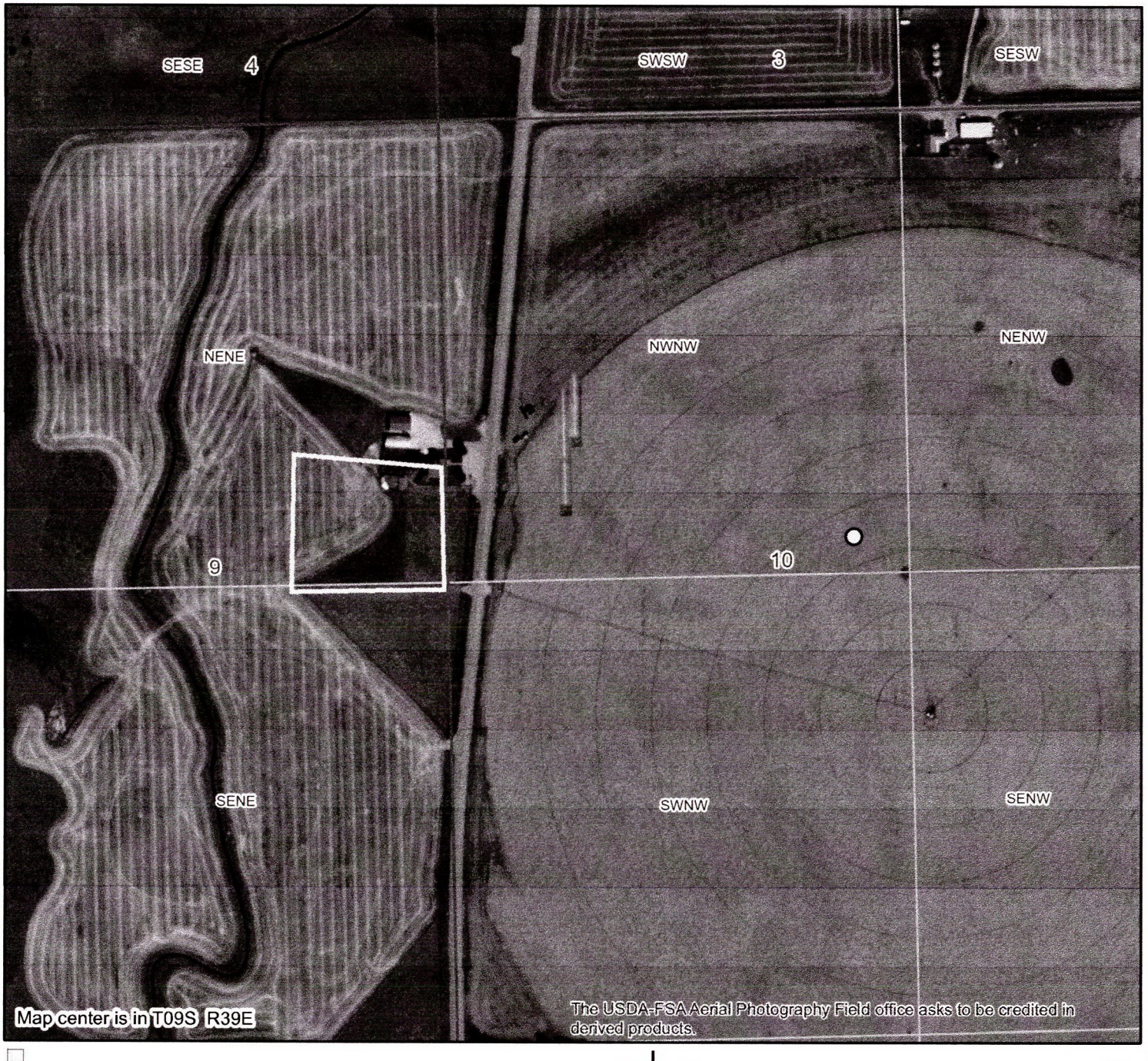
State of Idaho
Department of Water Resources

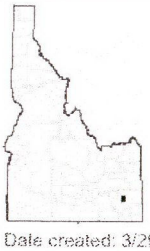
Water Right

29-13906

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Miles

Date created: 3/29/2023

Legend

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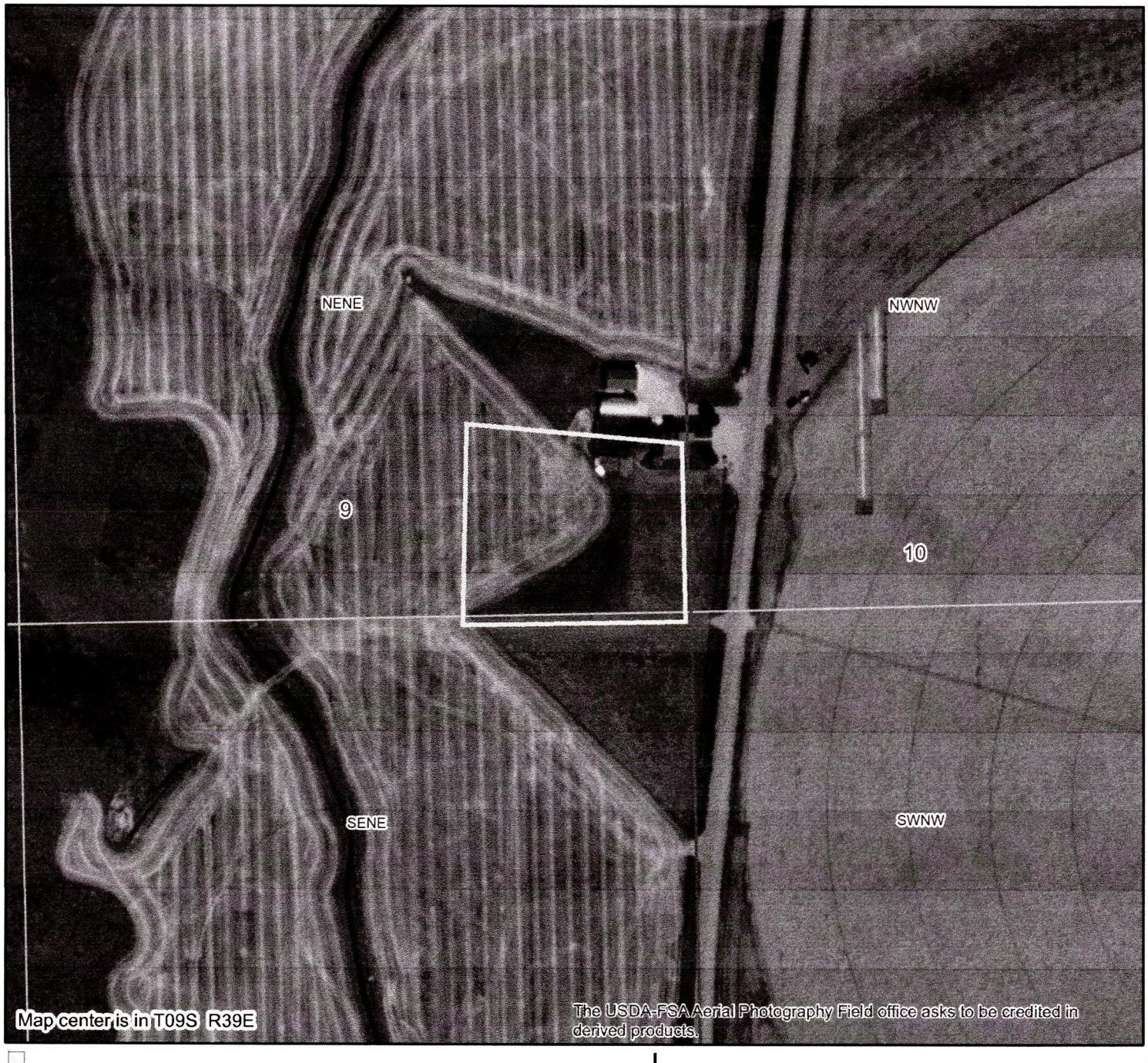
State of Idaho
Department of Water Resources

Water Right

29-13908

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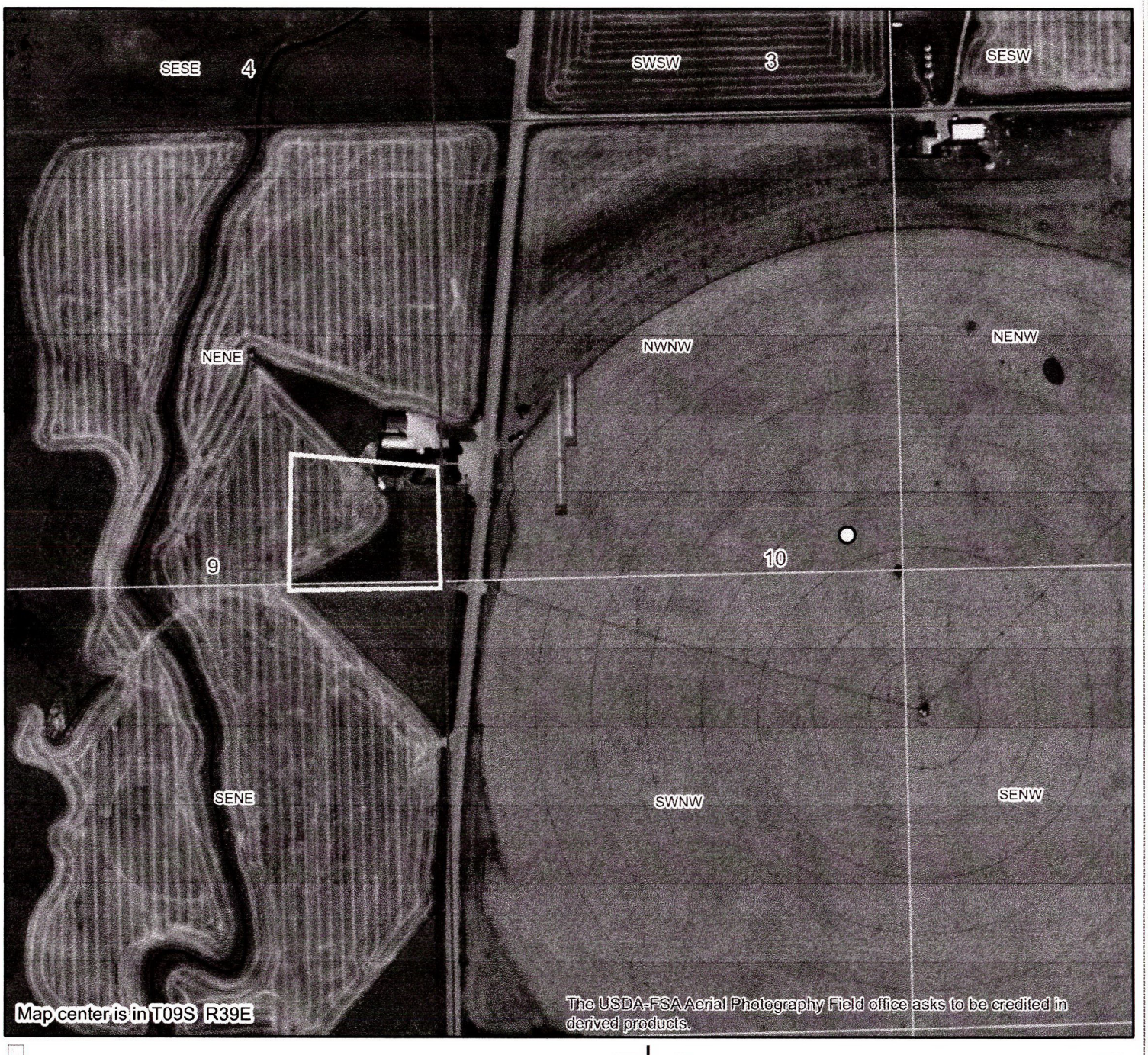
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Department of Water Resources

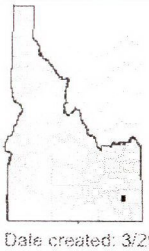
Water Right

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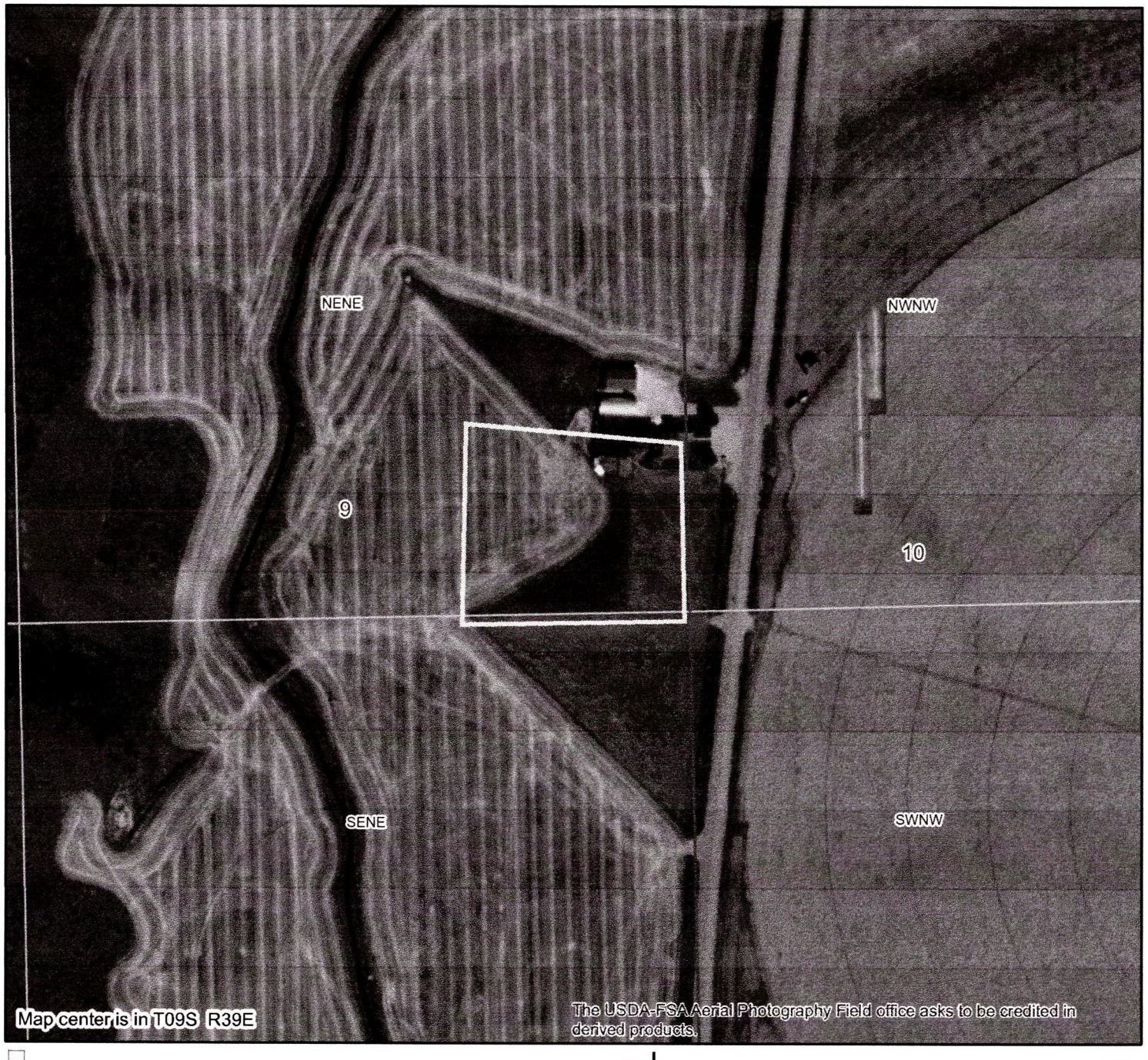
State of Idaho
Department of Water Resources

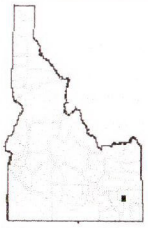
Water Right

29-13910

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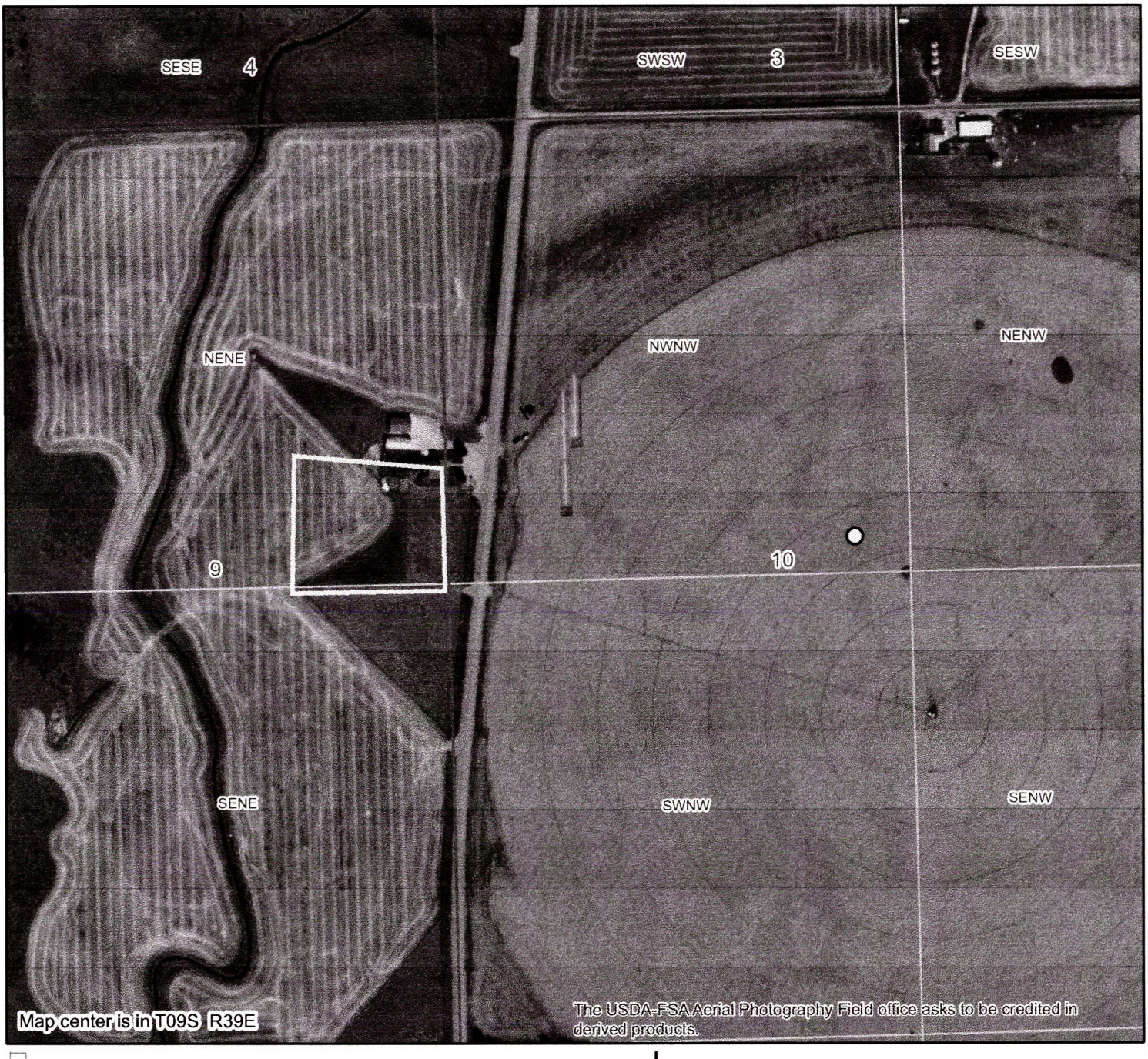
State of Idaho
Department of Water Resources

Water Right

29-13910

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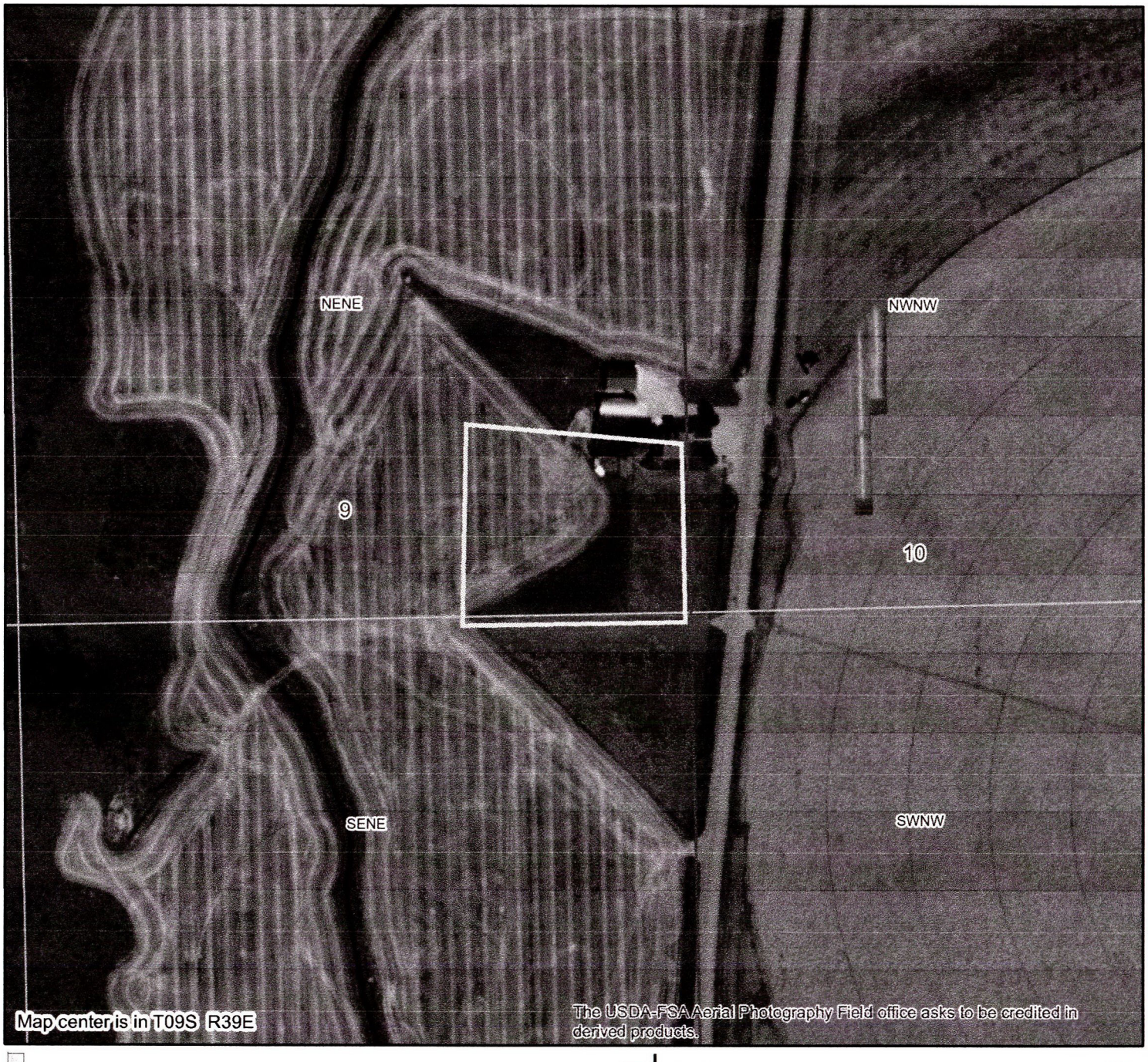
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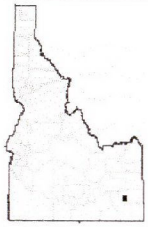
Water Right

29-13912

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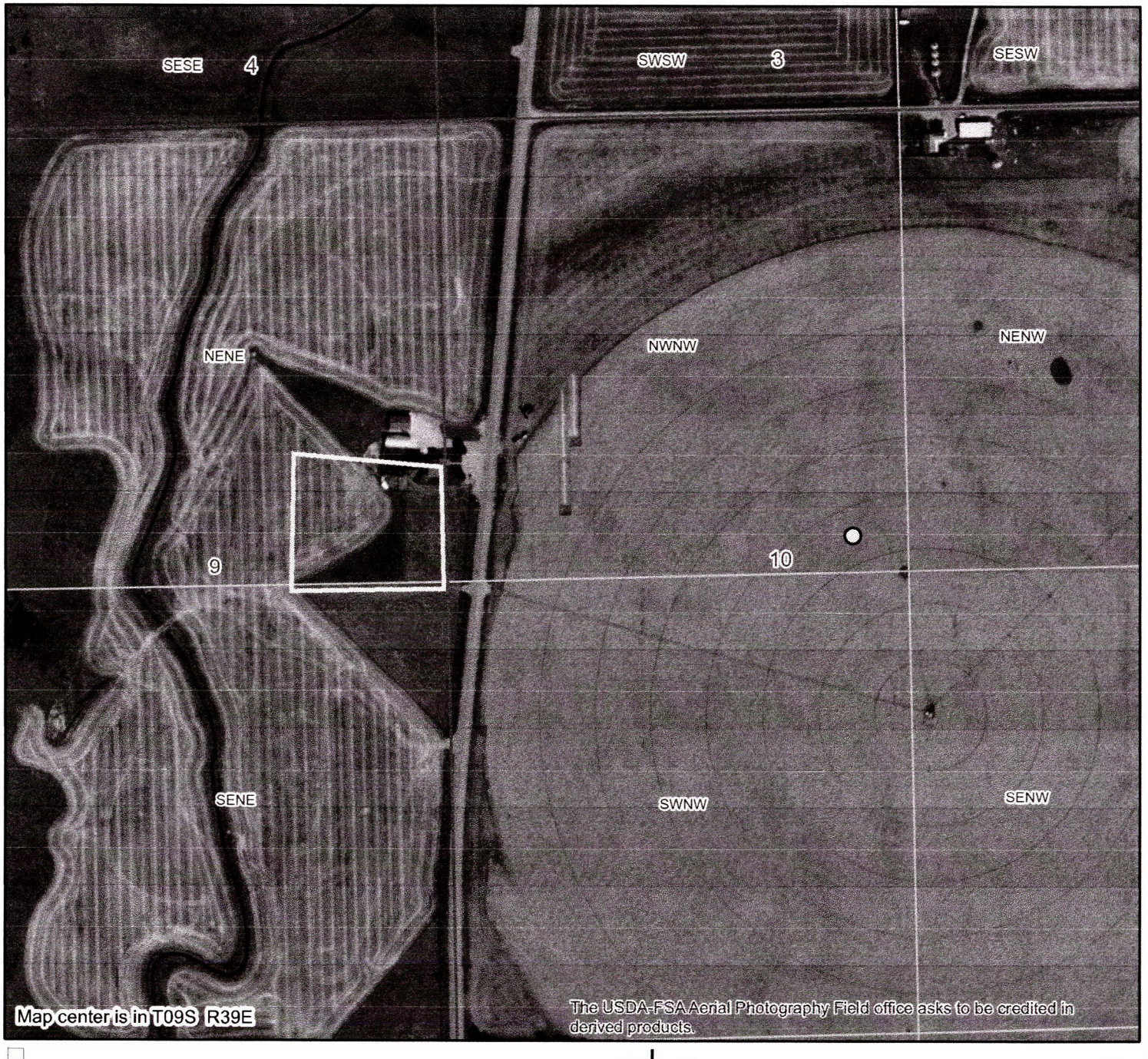
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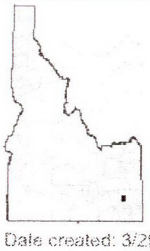
Water Right

29-13912

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.





0 0.0275 0.055 0.11 0.165 0.22
Miles

Legend
- Point of Diversion
- Place of Use Boundary
- Townships
- PLS Sections
- Quarter Quarters

N

Date created: 3/29/2023

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Attachment # 2a

Close

Water Right Report : 29-13818(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	YOST, GORDON RAY	1681 LUND RD	BANCROFT	ID	83217
Current Owner	YOST, SHERRY	1681 LUND RD	BANCROFT	ID	83217
Original Owner	PARLEY L SCHENK & SONS FARMS INC	1803 LUND RD	BANCROFT	ID	83217

Water Right Status

Priority Date : 11/8/1976
Basis : Decreed
Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
GROUND WATER	09S	39E	10	0	SE	NW	NW	CARIBOU	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/15	10/15	0.01 CFS	0.30 AFA
TOTAL			0.01 CFS	0.30 CFS

Places of Use

Show Map

Place of Use Legal Description : IRRIGATION (CARIBOU county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
09S	39E	9			NE	NE	4

Irrigation Totals

Total Acres	Acre Limit
4.00	0.10

Conditions

Code	Condtions
R63	This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.
E61	USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 0.05 CFS AND TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 12.4 AF. COMBINED RIGHT NOS.: 29-13818, 29-13906, 29-13908, 29-13910 & 29-13912.
C18	This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
R43	The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion.
R04	Use of water under this water right will be regulated by the watermaster of State Water District No.13T, Bancroft-Lund
K06	THIS RIGHT IS LIMITED TO THE IRRIGATION OF 0.1 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
S41	THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS APRIL 1 AND MAY CONTINUE TO AS LATE AS OCTOBER 31, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 15 AND AFTER OCTOBER 15 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.

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E56 USE OF THIS RIGHT WITH [redacted] RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A CO[redacted]NED TOTAL OF 4 ACRES IN A SINGLE IRRIGATION SEAS[redacted] COMBINED RIGHT NOS.: 29-13818, 29-13906, 29-13908, 29-139[redacted] 29-13912.

X35 This right shall not exceed a total diversion rate of 0.001 cfs.

Dates

Licensed Date :
Decreed Date : 3/22/2004
Permit Proof Due Date :
Permit Proof Made Date :
Permit Approved Date :
Permit Moratorium Expiration Date :
Enlargment Use Priority Date :
Enlargement Statute Priority Date :
Application Recevied Date:
Protest Deadline Date:

Other Information

State or Federal : S
Water District Number : TBD
Generic Max Rate Per Acre : 0.02
Generic Max Volume Per Acre : 3.5
Combined Acre Limit : 176.00
Combined Volume Limit: 549.20
Combined Rate Limit: 2.15
Civil Case Number :
Decree Plantiff :
Decree Defendant :
Swan Falls Trust or Nontrust :
Swan Falls Dismissed :
DLE Act Number :
Cary Act Number :
Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES 3/27/2023

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Attachment #2a

Water Right Report : 29-13906(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	YOST, GORDON RAY	1681 LUND RD	BANCROFT	ID	83217
Current Owner	YOST, SHERRY	1681 LUND RD	BANCROFT	ID	83217

Water Right Status

Priority Date : 8/22/1977
Basis : Decreed
Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
GROUND WATER	09S	39E	10	0	SE	NW	NW	CARIBOU	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/15	10/15	0.01 CFS	0.90 AFA
TOTAL			0.01 CFS	0.90 CFS

Places of Use

Printable View | Paged View

Place of Use Legal Description : IRRIGATION (CARIBOU county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
09S	39E	9			NE	NE	4

Irrigation Totals

Total Acres	Acre Limit
4.00	0.30

Conditions

Code	Condtions
E61	USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 0.05 CFS AND TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 12.4 AF. COMBINED RIGHT NOS.: 29-13818, 29-13906, 29-13908, 29-13910 & 29-13912.
K06	THIS RIGHT IS LIMITED TO THE IRRIGATION OF 0.3 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
S41	THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS APRIL 1 AND MAY CONTINUE TO AS LATE AS OCTOBER 31, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 15 AND AFTER OCTOBER 15 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.
R63	This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.
R43	The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion.
C18	This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
E56	USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 4 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 29-13818, 29-13906, 29-13908, 29-13910 & 29-13912.

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R04. Use of water under this w[redacted]ght will be regulated by the watermaster of State Water District [redacted]3T, Bancroft-Lund

Dates	
Licensed Date :	
Decreed Date : 3/22/2004	
Permit Proof Due Date :	
Permit Proof Made Date :	
Permit Approved Date :	
Permit Moratorium Expiration Date :	
Enlargment Use Priority Date :	
Enlargement Statute Priority Date :	
Application Recevied Date:	
Protest Deadline Date:	

Other Information	
State or Federal : S	
Water District Number : TBD	
Generic Max Rate Per Acre : 0.02	
Generic Max Volume Per Acre : 3.5	
Civil Case Number :	
Decree Plantiff :	
Decree Defendant :	
Swan Falls Trust or Nontrust :	
Swan Falls Dismissed :	
DLE Act Number :	
Cary Act Number :	
Mitigation Plan: False	

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Attachment #2a

Water Right Report : 29-13908(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	YOST, GORDON RAY	1681 LUND RD	BANCROFT	ID	83217

Water Right Status

Priority Date : 1/5/1977
Basis : Decreed
Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
GROUND WATER	09S	39E	10	0	SE	NW	NW	CARIBOU	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/15	10/15	0.01 CFS	0.90 AFA
TOTAL			0.01 CFS	0.90 CFS

Places of Use

Place of Use Legal Description : IRRIGATION (CARIBOU county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
09S	39E	9			NE	NE	4

Irrigation Totals

Total Acres	Acre Limit
4.00	0.30

Conditions

Code	Condtions
E56	USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 4 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 29-13818, 29-13906, 29-13908, 29-13910 & 29-13912.
R04	Use of water under this water right will be regulated by the watermaster of State Water District No.13T, Bancroft-Lund
C18	This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
R63	This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.
E61	USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 0.05 CFS AND TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 12.4 AF. COMBINED RIGHT NOS.: 29-13818, 29-13906, 29-13908, 29-13910 & 29-13912.
K06	THIS RIGHT IS LIMITED TO THE IRRIGATION OF 0.3 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
S41	THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS APRIL 1 AND MAY CONTINUE TO AS LATE AS OCTOBER 31, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 15 AND AFTER OCTOBER 15 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.
R43	The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion.

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E52 RIGHTS 29-13908 AND 29[redacted]2 WHEN COMBINED SHALL NOT EXCEED A TOTAL COMBINED [redacted]RSION RATE OF 0..02 CFS.

X35 This right shall not exceed a total diversion rate of 0.004 cfs.

Dates	
Licensed Date :	
Decreed Date :	3/22/2004
Permit Proof Due Date :	
Permit Proof Made Date :	
Permit Approved Date :	
Permit Moratorium Expiration Date :	
Enlargment Use Priority Date :	
Enlargement Statute Priority Date :	
Application Recevied Date:	
Protest Deadline Date:	

Other Information	
State or Federal :	S
Water District Number :	TBD
Generic Max Rate Per Acre :	0.02
Generic Max Volume Per Acre :	3.5
Civil Case Number :	
Decree Plantiff :	
Decree Defendant :	
Swan Falls Trust or Nontrust :	
Swan Falls Dismissed :	
DLE Act Number :	
Cary Act Number :	
Mitigation Plan:	False

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Attachment #2a

Water Right Report : 29-13910(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	YOST, GORDON RAY	1681 LUND RD	BANCROFT	ID	83217

Water Right Status

Priority Date : 5/23/1973
Basis : Decreed
Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
GROUND WATER	09S	39E	10	0	SE	NW	NW	CARIBOU	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/15	10/15	0.02 CFS	3.50 AFA
TOTAL			0.02 CFS	3.50 CFS

Places of Use

Printable View | Legal View

Place of Use Legal Description : IRRIGATION (CARIBOU county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
09S	39E	9			NE	NE	4

Irrigation Totals

Total Acres	Acre Limit
4.00	1.00

Conditions

Code	Condtions
C18	This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
K06	THIS RIGHT IS LIMITED TO THE IRRIGATION OF 1.0 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
R04	Use of water under this water right will be regulated by the watermaster of State Water District No.13T, Bancroft-Lund
R63	This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.
E56	USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 4 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 29-13818, 29-13906, 29-13908, 29-13910 & 29-13912.
E61	USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 0.05 CFS AND TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 12.4 AF. COMBINED RIGHT NOS.: 29-13818, 29-13906, 29-13908, 29-13910 & 29-13912.
R43	The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion.
S41	THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS APRIL 1 AND MAY CONTINUE TO AS LATE AS OCTOBER 31, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 15 AND AFTER OCTOBER 15 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.

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Dates

Licensed Date :
Decreed Date : 3/22/2004
Permit Proof Due Date :
Permit Proof Made Date :
Permit Approved Date :
Permit Moratorium Expiration Date :
Enlargment Use Priority Date :
Enlargement Statute Priority Date :
Application Recevied Date:
Protest Deadline Date:

Other Information

State or Federal : S
Water District Number : TBD
Generic Max Rate Per Acre : 0.02
Generic Max Volume Per Acre : 3.5
Civil Case Number :
Decree Plantiff :
Decree Defendant :
Swan Falls Trust or Nontrust :
Swan Falls Dismissed :
DLE Act Number :
Cary Act Number :
Mitigation Plan: False

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Attachment #2a

Water Right Report : 29-13912(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	YOST, GORDON RAY	1681 LUND RD	BANCROFT	ID	83217

Water Right Status

Priority Date : 3/20/1972
Basis : Decreed
Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
GROUND WATER	09S	39E	10	0	SE	NW	NW	CARIBOU	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/15	10/15	0.02 CFS	7.20 AFA
TOTAL			0.02 CFS	7.20 CFS

Places of Use

Irrigation View | Paged View

Place of Use Legal Description : IRRIGATION (CARIBOU county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
09S	39E	9			NE	NE	4

Irrigation Totals

Total Acres	Acre Limit
4.00	2.40

Conditions

Code	Condtions
E52	RIGHTS 29-29-13908 AND 29-13912 WHEN COMBINED SHALL NOT EXCEED A TOTAL COMBINED DIVERSION RATE OF 0.02 CFS.
R43	The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion.
R04	Use of water under this water right will be regulated by the watermaster of State Water District No.13T, Bancroft-Lund
E56	USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 4 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 29-13818, 29-13906, 29-13908, 29-13910 & 29-13912.
S41	THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS APRIL 1 AND MAY CONTINUE TO AS LATE AS OCTOBER 31, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 15 AND AFTER OCTOBER 15 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.
K06	THIS RIGHT IS LIMITED TO THE IRRIGATION OF 2.4 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
E61	USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 0.05 CFS AND TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 12.4 AF. COMBINED RIGHT NOS.: 29-13818, 29-13906, 29-13908, 22-13910 & 22-13912.
C18	This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

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R63 This right when combined [redacted] all other rights shall provide no more than 0.02 cfs per acre no[redacted]e than 3.5 afa per acre at the field headgate for irrigatio[redacted] the lands above.

Dates	
Licensed Date :	
Decreed Date : 3/22/2004	
Permit Proof Due Date :	
Permit Proof Made Date :	
Permit Approved Date :	
Permit Moratorium Expiration Date :	
Enlargment Use Priority Date :	
Enlargement Statute Priority Date :	
Application Recevied Date:	
Protest Deadline Date:	

Other Information
State or Federal : S
Water District Number : TBD
Generic Max Rate Per Acre : 0.02
Generic Max Volume Per Acre : 3.5
Civil Case Number :
Decree Plantiff :
Decree Defendant :
Swan Falls Trust or Nontrust :
Swan Falls Dismissed :
DLE Act Number :
Cary Act Number :
Mitigation Plan: False

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IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718
Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little **Director Gary Spackman**

April 07, 2023

YOST & YOST FARMS LLC
PO BOX 171
BANCROFT ID 83217-0171

Re: Change in Ownership for Water Right No(s): 29-13818, 29-13906, 29-13908, 29-13910, 29-13912

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 497-3787.

Sincerely,

Jonie Baily
Technical Records Specialist 1

Enclosure(s)

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