

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

NOV 25 2019

WATER RESOURCES
WESTERN REGION

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
DEL 63-2614	Yes <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
DEL 63-10437	Yes <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>

2. Previous Owner's Name:

Wayne Naugle

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

Prescott Crossing LLC

New owner(s) as listed on the conveyance document

Name connector

☐ and

☐ or

☐ and/or

839 S Bridgeway Place

Eagle

ID

83616

Mailing address

City

State

ZIP

208-377-5700

ryan@markbottles.com/emily@markbottles.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: 09/14/2018

6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).

7. This form must be signed and submitted with the following **REQUIRED** items:

- ☐ A copy of the conveyance document -- warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☐ Filing fee (see instructions for further explanation):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

SUPPORT DATA

IN FILE # 23-2614

8. Signature:

[Signature]
Signature of new owner/claimant

Manager of Prescott Crossing LLC
Title, if applicable

11-20-19
Date

Signature:

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by VI

Date 11/25/2019

Receipt No. W047900

Receipt Amt. \$200.00

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 AB

Processed by AB

Date 04/22/2020



PioneerTitleCo.
GOING BEYOND

100 10th Avenue South
Nampa, ID 83651

**ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT**

File No. 658375 KD/HH

2018-041066

RECORDED

09/14/2018 12:33 PM

CHRIS YAMAMOTO
CANYON COUNTY RECORDER

Pgs=4 SDUPUIS

NO FEE

TYPE: DEED

PIONEER TITLE CANYON - CALDWELL

ELECTRONICALLY RECORDED

WARRANTY DEED

For Value Received Canyon County, a duly formed and existing county pursuant to the laws of the Constitution of the State of Idaho

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Prescott Crossing LLC, an Idaho limited liability company

hereinafter referred to as Grantee, whose current address is 839 S Brideway Place Eagle, ID 83616

The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

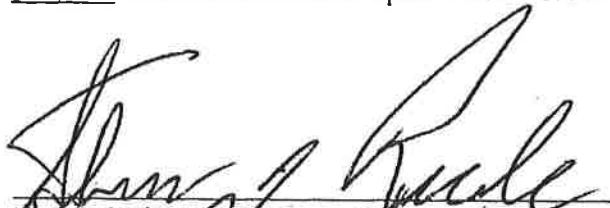
Dated this 14 day of September, 2018

BOARD OF COUNTY COMMISSIONERS

✓ Motion Carried Unanimously

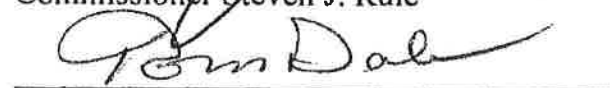
 Motion Carried/Split Vote Below

 Motion Defeated/Split Vote Below


Commissioner Steven J. Rule

Yes No Did Not Vote


✓


Commissioner Tom Dale

✓

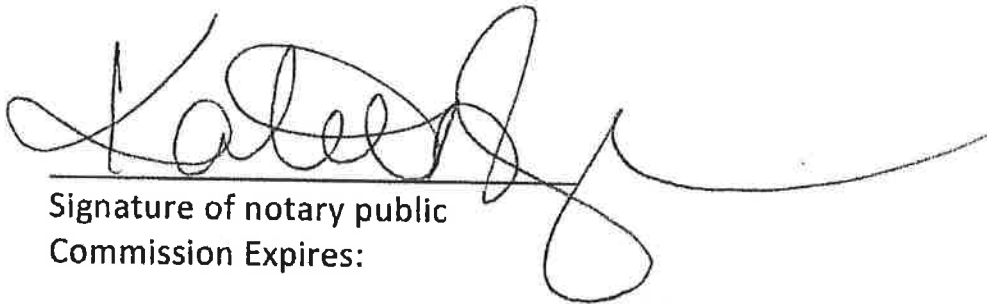
Unavailable for signature
Commissioner Pam White

ATTEST: CHRIS YAMAMOTO, CLERK

By: 
Deputy Clerk

State of Idaho, County of Canyon

This record was acknowledged before me on September 14, 2018 by Steven J. Rule and Tom Dale as Commissioner's, and Jenea Ross as Deputy Clerk of Canyon County.

A handwritten signature in black ink, appearing to read "Katee Dodge", written over a horizontal line.

Signature of notary public
Commission Expires:

KATEE DODGE
COMMISSION EXPIRES: 07/25/2023
RESIDING: BOISE, IDAHO

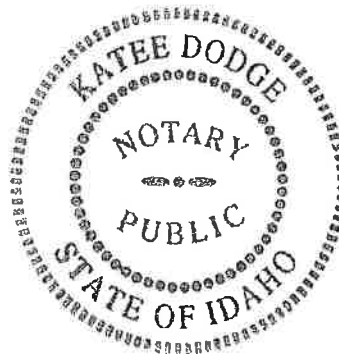


EXHIBIT A

Parcel I:

The Northeast Quarter of the Northwest Quarter of Section 26, Township 4 North, Range 2 West of the Boise Meridian, Canyon County, Idaho.

Parcel II:

Parcel 4 of Record of Survey recorded as Instrument No. 200649082 being a parcel of land located in the Northwest quarter of the Northeast quarter of Section 26, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and described as follows:

Beginning at a brass cap marking the North quarter corner of Section 26; thence along the North line of the Northwest quarter of the Northeast quarter of said Section 26
South 89° 47' 52" East, a distance of 1,330.07 feet to a point; thence
South 00° 49' 14" West a distance of 699.13 feet to a ½ inch rebar; thence
South 89° 51' 58" East a distance of 18.48 feet to a 5/8 inch rebar on the East line of said Northwest quarter of the Northeast quarter of Section 26; thence along said East line
South 00° 01' 59" East a distance of 622.45 feet to a 5/8 inch rebar marking the Northeast 1/16th corner of said Section 26; thence along the South line of said Northwest quarter of the Northeast quarter of Section 26
North 89° 51' 58" West a distance of 1,338.23 feet to a 5/8 inch rebar marking the center North 1/16th corner of said Section 26; thence along the West line of said Northwest quarter of the Northeast quarter
North 00° 01' 43" West a distance of 1,323.12 feet to the POINT OF BEGINNING.

2009052653

RECORDED

2009 OCT 15 PM 4 15

WILLIAM H. HURST
CANYON CNTY RECORDER
RYAN & BROWN

PIONEER-CALDWELL

REQUEST

TYPE Real FEE 9.00

Recording Requested By and
When Recorded Return to:

200905399-MJ

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

SPECIAL WARRANTY DEED

Special Warranty Deed made this 14 day of OCTOBER, 2009 between Intermountain Community Bank, a division of Panhandle State Bank, ("Grantor"), and Canyon County, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho whose address is 1115 Albany Street, Caldwell, ID 83605 ("Grantee"), witnesseseth:

That Grantor, for and in consideration of the sum of Ten Dollars and No Cents (\$10.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, does, by these presents, grant, sell and convey unto Grantee and its successors and assigns forever, all the following described real estate situated in the County of Canyon State of Idaho.

SEE SCHEDULE I ATTACHED HERETO AND INCORPORATED HEREIN.

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining (collectively the "Premises").

TO HAVE AND TO HOLD said Premises unto Grantee, its heirs, successors and assigns forever. Subject to those exceptions to title set forth in SCHEDULE II attached hereto and made part hereof and that certain lease of the Premises between Grantor and Brad Janicek entitled Farm Lease Agreement - Naugle Place dated April 24, 2009, Grantor makes no covenants or warranties with respect to title, express or implied, other than that previous to the date of this instrument, Grantor has not conveyed the same estate, or any right, title or interest therein, to any person other than Grantee and that such estate is at the time of the execution of this instrument free from encumbrances done, made or suffered by the Grantor, or any person claiming under Grantor.

GRANTOR:
INTERMOUNTAIN COMMUNITY BANK

By: [Signature]
Name: Gary Barnes
Title: VP Commercial Lender

EXHIBIT D

STATE OF IDAHO)
) ss.
County of Canyon)

On this 14 day of OCTOBER, 2009, before me Mark C. JOHNSON,
Notary Public in and for said State, personally appeared Gary Karnes, known or identified to me
to be the VP Commercial Lender of Intermountain Community Bank, the entity that executed the
within instrument or the person who executed the instrument on behalf of Intermountain
Community Bank, and acknowledged to me that Intermountain Community Bank 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.



Notary Public for Idaho

Residing at Manila, ID

My commission expires July 13, 2011

EXHIBIT D

File No. 200905399

EXHIBIT A

Parcel I:

The Northeast Quarter of the Northwest Quarter of Section 26, Township 4 North, Range 2 West of the Boise Meridian, Canyon County, Idaho.
EXCEPTING THEREFROM right of ways as described in documents recorded February 12, 1933 as Instrument No. 196605 and recorded March 3, 1938 as Instrument No. 232559, of Official Records

Parcel II:

Parcel 4 of Record of Survey recorded as Instrument No. 200649082 being a parcel of land located in the Northwest quarter of the Northeast quarter of Section 26, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and described as follows:

Beginning at a brass cap marking the North quarter corner of Section 26; thence along the North line of the Northwest quarter of the Northeast quarter of said Section 26
South 89° 47' 52" East, a distance of 1,330.07 feet to a point; thence
South 00° 49' 14" West a distance of 699.13 feet to a 1/2 inch rebar; thence
South 89° 51' 58" East a distance of 18.48 feet to a 5/8 inch rebar on the East line of said Northwest quarter of the Northeast quarter of Section 26; thence along said East line
South 00° 01' 59" East a distance of 622.45 feet to a 5/8 inch rebar marking the Northeast 1/16th corner of said Section 26; thence along the South line of said Northwest quarter of the Northeast quarter of Section 26
North 89° 51' 58" West a distance of 1,338.23 feet to a 5/8 inch rebar marking the center North 1/16th corner of said Section 26; thence along the West line of said Northwest quarter of the Northeast quarter
North 00° 01' 43" West a distance of 1,323.12 feet to the POINT OF BEGINNING.

NON-MERGER DEED IN LIEU OF FORECLOSURE

FOR VALUE RECEIVED, NAUGLE 20/26 LLC, an Idaho limited liability company ("Grantor"), does hereby grant, bargain, sell, and convey unto Intermountain Community Bank or assigns ("Grantee"), whose address is P.O. Box 506 South 10th Avenue, Caldwell, Idaho 83605, the real property described in Exhibit A attached hereto and by this reference incorporated herein, situated in Canyon County, Idaho, TOGETHER with all crops, improvements, appurtenances thereon or appertaining thereto of every kind and nature, including all rights, privileges, royalties, and easements appurtenant to the real property, including, without limitation, all timber, minerals, oil, gas and other hydrocarbon substances on and under the real property, as well as all development rights, air rights, all diversion payments or third party payments made to crop producers, water rights, well rights, ditch rights and water stock relating to the real property, and any other easements, rights-of-way or appurtenances used in connection with the beneficial use and enjoyment of the real property (all of which are collectively referred to as the "Property").

TO HAVE AND TO HOLD the Property unto Grantee, its successors, assigns, and transferees forever, and Grantor does hereby covenant to and with Grantee that it is the owner in fee simple of the Property and that the Property is free from all encumbrances and liens, except for those encumbrances set forth on the attached Exhibit B, current taxes and assessments, easements of record, and the following Deed of Trust executed by Grantor to Grantee: the Construction Deed of Trust dated June 6, 2007, recorded on June 11, 2007, as Canyon County Instrument No. 2007040640 ("Deed of Trust"), and that Grantor will warrant and defend the same from all lawful claims whatsoever.

This Deed is absolute in effect and conveys to Grantee full, fee simple title in the Property. This Deed does not operate as a mortgage, trust deed, trust conveyance, or security device of any kind. Grantor acknowledges that the Deed of Trust is valid and binding and shall remain in full force and effect. This Deed does not effect a merger of the fee ownership and the lien of the Deed of Trust. The fee and the lien shall hereafter remain separate and distinct. Grantee reserves Grantee's rights to foreclose the Deed of Trust at any time as to any party with any claim, interest or lien on the Property.

The possession of the Property has been or will be promptly surrendered to Grantee. Grantor further covenants with Grantee that Grantee shall enjoy the same without any loss or disturbance, and that Grantor and all persons having or acquiring any interest in the foregoing property through or for them will, on demand, execute and deliver to Grantee any further assurances of the same as may be reasonably required. Grantee's acceptance of this conveyance is conditioned upon there being no liens or adverse claims against the Property except as disclosed and set forth herein.


The consideration for this Deed is the release of liability owed by Grantor to Grantee pursuant to the terms of a Promissory Note executed by Grantor and secured against the Property by the described Deed of Trust, and the release of any and all liabilities, obligations, guarantees, and/or remedies owed by DH Development LLC, Land Associates LLC, Ron E. Walsh aka Ron Walsh, David L. Holton and Betty J. Holton to Grantee pursuant to the terms of the Commercial Guaranty agreements relating to the Property unconditionally guaranteeing the payment and performance of all obligations owed to Grantee by Grantor, except as otherwise set forth in that Deed in Lieu of Foreclosure Agreement dated February 18, 2009.

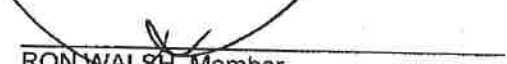
This Deed is made as a result of the request of Grantor and is made of its free and voluntary act without undue influence or coercion from Grantee or any other party. At the time of the execution of this instrument, Grantor believes that the indebtedness secured by the foregoing Deed of Trust does exceed the fair market value of the Property. Grantee shall have the option and right to defer recording this instrument if it so elects until such time as it deems appropriate.

Grantor does hereby irrevocably waive, surrender, convey, and relinquish any equity of redemption and statutory rights of redemption whatsoever concerning the Property, and acknowledges that this instrument is not executed by virtue of any misrepresentation of Grantee, its agents, attorneys, or any other person. The warranties and representations made by Grantor as herein set forth are for the protection of Grantee and all other parties who hereafter acquire an interest in the Property and shall be binding upon the respective heirs, executors, assigns, successors and members of Grantor.

Dated this 18th day of February, 2009.

~~NAUGLE 20/26 LLC:~~


DAVID L. HOLTON, Manager and Managing Member

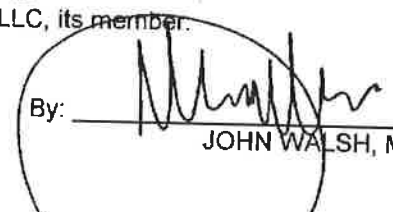

RON WALSH, Member

~~DH DEVELOPMENT LLC, its member:~~

By: 
DAVID L. HOLTON, Manager and Managing Member

By: 
BETTY J. HOLTON, Member

~~LAND ASSOCIATES LLC, its member:~~

By: 
JOHN WALSH, Manager

By: 
RON WALSH, Member

STATE OF IDAHO

County of Ada Canyon

) ss.

On this 18th day of February, 2009, before me, Missy M Walker-Sitts, a Notary Public in and for said State, personally appeared David L. Holton, known or identified to me to be the managing member and the manager of Naugle 20/26 LLC, and the Manager and Managing Member of DH Development LLC, Member of Naugle 20/26 LLC, or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company 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.



[Signature]
Notary Public for Idaho
Residing at Wilden
My commission expires 11-18-2010

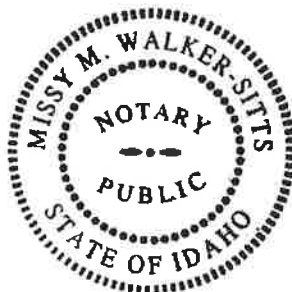
STATE OF IDAHO

County of Ada Canyon

) ss.

On this 18th day of February, 2009, before me, Missy M Walker-Sitts, a Notary Public in and for said State, personally appeared Betty J. Holton, known or identified to me to be the Member of DH Development LLC, Member of Naugle 20/26 LLC, or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company 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.

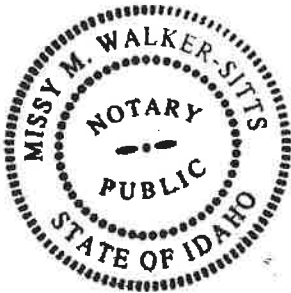



[Signature]
Notary Public for Idaho
Residing at Wilden
My commission expires 11-18-2010

STATE OF IDAHO)
) ss.
County of Ada Canyon)

On this 18th day of February, 2009, before me, Missy M. Walker-Sitts, a Notary Public in and for said State, personally appeared Ron Walsh, known or identified to me to be a member of Naugle 20/26 LLC and the Member of Land Associates, LLC Member of Nagule 20/26 LLC, or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company 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.

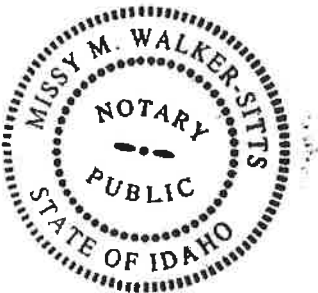



Notary Public for Idaho
Residing at Wilder
My commission expires 11-18-2010

STATE OF IDAHO)
) ss.
County of Ada Canyon)

On this 18th day of February, 2009, before me, Missy M. Walker-Sitts, a Notary Public in and for said State, personally appeared John Walsh, known or identified to me to be a Manager of Land Associates, LLC Member of Nagule 20/26 LLC, or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company 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.





Notary Public for Idaho
Residing at Wilder
My commission expires 11-18-2010

EXHIBIT A

PARCEL I

PHASE 3

The Northeast quarter of the Northwest quarter of Section 26, Township 4 North, Range 2 West of the Boise Meridian, Canyon County, Idaho.

EXCEPTING THEREFROM a right of way as described in documents recorded February 18, 1933 as Instrument No. 196605 and recorded March 3, 1938 as Instrument No. 232559, of Official Records.

PARCEL II

Parcel 4 of Record of Survey recorded as Instrument No. 200649082 being a parcel of land located in the Northwest quarter of the Northeast quarter of Section 26, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and described as follows:

Beginning at a brass cap marking the North quarter corner of Section 26; thence along the North line of the Northwest quarter of the Northeast quarter of Said Section 26 South 89°47'52" East, a distance of 1,330.07 feet to a point; thence South 00°49'14" West, a distance of 699.13 feet to a 1/2 inch rebar; thence South 89°51'58" East, a distance of 18.48 feet to a 5/8 inch rebar on the East line of said Northwest quarter of the Northeast quarter of Section 26; thence along said East line South 00°01'59" East, a distance of 622.45 feet to a 5/8 inch rebar marking the Northeast 1/16 corner of said Section 26; thence along the South line of said Northwest quarter of the Northeast quarter of Section 26 North 89°51'58" West, a distance of 1,338.23 feet to a 5/8 inch rebar marking the center North 1/16 corner of said Section 26; thence along the West line of said Northwest quarter of the Northeast quarter North 00°01'43" West, a distance of 1,323.12 feet to the POINT OF BEGINNING.



EXHIBIT B

1. Liens and assessments of the PIONEER IRRIGATION DISTRICT, and the rights, powers, and easements of said district as by law provided.
2. Ditch, road and public utility easements as same may exist over said premises.
3. Conditions, restrictions and access rights contained in the Deed to the State of Idaho, recorded February 18, 1933 as Instrument No. 196605, of Official Records.
4. Conditions, restrictions and access rights contained in the Deed to the State of Idaho, recorded March 3, 1938 as Instrument No. 232559, of Official Records.
5. Water rights, claims or title to water.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Conditions, Restrictions and Access Rights contained in the Deed to the State of Idaho recorded April. 15, 1933, as Instrument No. 197603, of Official Records. (AFFECTS PARCEL II)
8. Conditions, Restrictions and Access Rights contained in the Deed to the State of Idaho recorded March 4, 1938 as Instrument No. 232560, of Official Records. (AFFECTS PARCEL II)
9. Matters as disclosed by Record of Survey, recorded June 22, 2006 as Instrument No. 200649082, of Official Records. (AFFECTS PARCEL II)
10. Terms, conditions, provisions and obligations set forth in that certain Hazardous Substance Certificate and Indemnity Agreement between NAUGLE 20/26, LLC and INTERMOUNTAIN COMMUNITY BANK, recorded June 11, 2007, as Instrument No. 2007040641, of Official Records.

2009008377

RECORDED

2009 FEB 23 PM 1 29

WILLIAM H. HURST
CANYON CNTY RECORDER
BY *M. A. Breen*

PIONEER TITLE COMPANY
REQUEST
TYPE *2008* FEB 18 00

**ESTOPPEL AFFIDAVIT OF EXECUTED CONCURRENTLY WITH NON-MERGER
DEED IN LIEU OF FORECLOSURE**

STATE OF IDAHO)
) ss.
County of Ada)

DAVID L. HOLTON, BETTY J. HOLTON, RON WALSH, JOHN, WALSH being first duly sworn upon oath, deposes, and says:

I, DAVID L. HOLTON as Managing Member and Manager of NAUGLE 20/26 LLC, and Managing Member of DH Development, LLC, Member of NAUGLE 20/26 LLC;

I, BETTY J. HOLTON, as Member of DH Development, LLC, Member of NAUGLE 20/26 LLC;

I, RON WALSH, as Member of Land Associates LLC, Member of NAGULE 20/26 LLC; and

I, JOHN WALSH, as ^{NW}Member ^{Manager} of Land Associates LLC, Member of NAGULE 20/26 LLC;

as Grantor, made, executed, and delivered that certain Non-Merger Deed in Lieu of Foreclosure ("Deed") to Intermountain Community Bank ("ICB") or assigns, dated the 18th day of February, 2009, conveying the real property described in Exhibit A attached hereto and incorporated herein by reference, all crops, improvements, appurtenances thereon or appertaining thereto of every kind and nature, including all rights, privileges, royalties, and easements appurtenant to the real property, including, without limitation, all timber, minerals, oil, gas and other hydrocarbon substances on and under the real property, as well as all development rights, air rights, all diversion payments or third party payments made to crop producers, water rights, well rights, ditch rights and water stock relating to the real property, and any other easements, rights-of-way or appurtenances used in connection with the beneficial use and enjoyment of the real property (all of which are collectively referred to as the "Property").

The Deed is an absolute conveyance of the title to the Property to Grantee named therein, in effect as well as in form, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind, and that possession of the Property has been surrendered to Grantee.

The Deed and conveyance was made by Naugle 20/26 LLC as a result of Grantor's request that Grantee accept such Deed and is a free and voluntary act. At the time of making said Deed, the undersigned, as the managing member and manager of Grantor, after due investigation and inquiry, felt and still feels that the indebtedness subject to that Construction Deed of Trust dated June 6, 2007, recorded on June 11, 2007, as Canyon County Instrument No. 2007040640 ("Deed of Trust") is greater than the fair market value of the Property; that the Deed was not given as preference against any other creditor of the undersigned; that Grantor is solvent and has no other creditors whose right would be prejudiced by such conveyance; and that Grantor is not obligated upon any bond or other mortgage whereby any liens have been created or exist against the premises described in the Deed, except the Deed of Trust to ICB.

In offering to execute the Deed to Grantee therein, and in executing the same, the undersigned, as the managing member and manager of Grantor, represents and warrants, after due investigation and inquiry, that Grantor is not acting under any misapprehension as to the effect thereof, nor under any duress, undue influence or misrepresentations by Grantee, or the agent or attorney of Grantee, in the Deed, and that it was the Grantor's intention as Grantor to convey, and by the Deed, did convey to

Grantee therein all of Grantor's rights, title, and interest, absolutely, in and to the premises described in the Deed.

The undersigned, as the managing member and manager of Grantor, after due investigation and inquiry, represents and warrants that there are no unpaid bills, invoices, or claims for labor, services, or work performed upon the Property or within the improvements upon the Property, or for materials, equipment, or supplies furnished or delivered to, or in connection with, the Property or improvements thereon; including, but not limited to, claims for brokerage fees or commissions, or architects, surveyors, or other professional fees which could result in the filing or imposition of a mechanic's, materialman's, laborer's, or any other liens upon the Property.

The undersigned, as the managing member and manager of Grantor, after due investigation and inquiry, further warrants and represents that there are no covenants, agreements, liens, encumbrances, claims, easements, restrictions, or other matters affecting the Property, except the Approved Exceptions described in the attached Exhibit B and that Grantor is not in default with respect to any of its obligations or liabilities pertaining to the Property, which default would have a material adverse effect with respect to or arising in connection with the Property. Nor are there any facts or circumstances which, after notice or lapse of time (or both), would constitute or result in any such default, and that neither the Deed nor anything provided to be done, including without limitation the transfer of the Property, violates or shall violate any written or oral contract, agreement or instrument to which Grantor is a party or which affects the Property or any part thereof. ICB's acceptance of the conveyance is conditioned upon there being no liens or adverse claims against the Property except as set forth in the Deed. I, as the managing member and manager of Grantor, Grantor and all persons having or acquiring any interest in the Property through or for them will, on demand, execute and deliver to ICB any further assurances or information ICB reasonably requires to further the purpose and intent of the transaction between the parties.

The undersigned, as the managing member and manager of Grantor, after due investigation and inquiry, further represents and warrants that except for the Approved Exceptions, there are no leases, subleases, rental agreements, occupancies, or tenancies, sales or listing agreements, or other agreements of any kind or nature in effect pertaining to the Property, and I, as the managing member and manager of Grantor, and Grantor has no knowledge of any oral agreements with any person or entity regarding the Property.

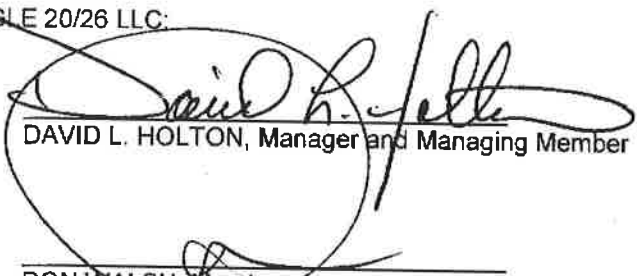
The undersigned, as the managing member and manager of Grantor, after due investigation and inquiry, further represents and warrants that during the time in which Grantor has owned the Property, neither Grantor nor any third party has stored or disposed of on, under, or about the Property or transported to, from, or over the Property any Hazardous Materials as hereinafter defined. The term "Hazardous Materials" shall mean any toxic or hazardous substance, material, or waste, or any pollutant or contaminant or infectious or radioactive material; including, but not limited to, those substances, materials, or wastes regulated now or in the future under any federal, state, or local law, statute, rule, regulation, or ordinance for the protection of health or the environment.


The undersigned, as the managing member and manager of Grantor, after due investigation and inquiry, represents that Grantor has not been served with process in connection with any litigation, nor has Grantor received notice of any administrative or other proceeding pending against or affecting the Property, or any portion thereof, and to the best of the undersigned's, as the managing member and manager of Grantor, after due investigation and inquiry, knowledge and belief, no such litigation or proceeding has been threatened. The undersigned, as the managing member and manager of Grantor, after due investigation and inquiry, further represents and warrants that Grantor has satisfied in full its debts to all of its creditors with respect to the Property.

To the best of the undersigned's, as the managing member and manager of Grantor, knowledge, after due investigation and inquiry, the Property is in compliance with all covenants, conditions, restrictions, easements, permits, licenses, and similar matters affecting the Property, and the Property is in a good condition of maintenance and repair, the Grantor has not committed waste on the Property, and the Grantor has disclosed to ICB all material information with regard to the property to which it has knowledge.

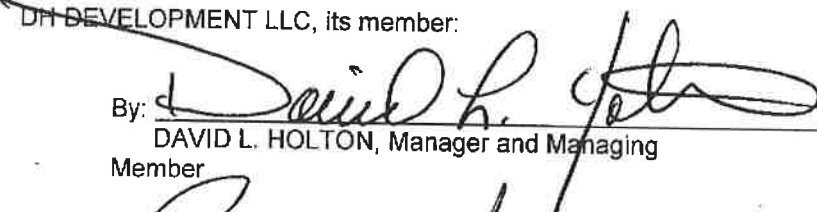
Dated this 18th day of February, 2009.

NAUGLE 20/26 LLC:


DAVID L. HOLTON, Manager and Managing Member

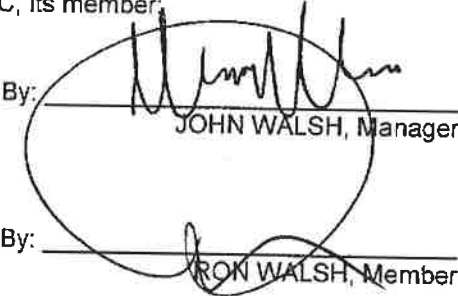

RON WALSH, Member

DH DEVELOPMENT LLC, its member:

By: 
DAVID L. HOLTON, Manager and Managing Member

By: 
BETTY J. HOLTON, Member

LAND ASSOCIATES LLC, its member:

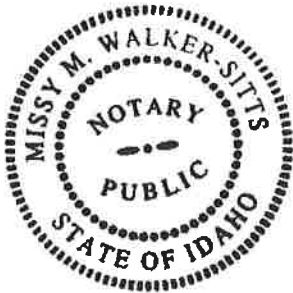
By: 
JOHN WALSH, Manager


By: 
RON WALSH, Member

STATE OF IDAHO)
) ss.
County of ~~Ada~~ Canyon)

On this 16th day of February, 2009, before me, Missy M Walker-Sitts, a Notary Public in and for said State, personally appeared David L. Holton, known or identified to me to be the managing member and the manager of Naugle 20/26 LLC, and the Manager and Managing Member of DH Development LLC, Member of Naugle 20/26 LLC, or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company 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.



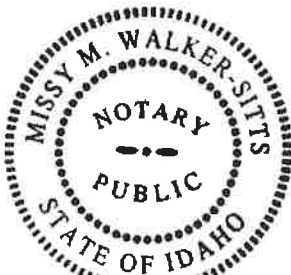



Notary Public for Idaho
Residing at Wilder
My commission expires 11-18-2010

STATE OF IDAHO)
) ss.
County of ~~Ada~~ Canyon)

On this 18th day of February, 2009, before me, Missy M. Walker-Sitts, a Notary Public in and for said State, personally appeared Betty J. Holton, known or identified to me to be the Member of DH Development LLC, Member of Naugle 20/26 LLC, or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company 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.





Notary Public for Idaho
Residing at Wilder
My commission expires 11-18-2010

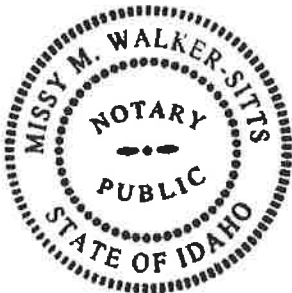
STATE OF IDAHO

County of Ada Canyon

)
) ss.
)

On this 18th day of February, 2009, before me, Missy M. Walker-Sitts, a Notary Public in and for said State, personally appeared Ron Walsh, known or identified to me to be a member of Naugle 20/26 LLC and the Member of Land Associates, LLC Member of Nagule 20/26 LLC, or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company 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.



A handwritten signature in blue ink, appearing to read "Missy M. Walker-Sitts", written over a horizontal line.

Notary Public for Idaho
Residing at W. Id.
My commission expires 11-18-2010

STATE OF IDAHO

County of Ada Canyon

)
) ss.
)

On this 18th day of February, 2009, before me, Missy M. Walker-Sitts, a Notary Public in and for said State, personally appeared John Walsh, known or identified to me to be a Manager of Land Associates, LLC Member of Nagule 20/26 LLC, or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company 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.



A handwritten signature in blue ink, appearing to read "Missy M. Walker-Sitts", written over a horizontal line.

Notary Public for Idaho
Residing at W. Id.
My commission expires 11-18-2010

EXHIBIT A

PARCEL I

PHASE 3

The Northeast quarter of the Northwest quarter of Section 26, Township 4 North, Range 2 West of the Boise Meridian, Canyon County, Idaho.

EXCEPTING THEREFROM a right of way as described in documents recorded February 18, 1933 as Instrument No. 196605 and recorded March 3, 1938 as Instrument No. 232559, of Official Records.

PARCEL II

Parcel 4 of Record of Survey recorded as Instrument No. 200649082 being a parcel of land located in the Northwest quarter of the Northeast quarter of Section 26, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and described as follows:

Beginning at a brass cap marking the North quarter corner of Section 26; thence along the North line of the Northwest quarter of the Northeast quarter of Said Section 26 South 89°47'52" East, a distance of 1,330.07 feet to a point; thence South 00°49'14" West, a distance of 699.13 feet to a 1/2 inch rebar; thence South 89°51'58" East, a distance of 18.48 feet to a 5/8 inch rebar on the East line of said Northwest quarter of the Northeast quarter of Section 26; thence along said East line South 00°01'59" East, a distance of 622.45 feet to a 5/8 inch rebar marking the Northeast 1/16 corner of said Section 26; thence along the South line of said Northwest quarter of the Northeast quarter of Section 26 North 89°51'58" West, a distance of 1,338.23 feet to a 5/8 inch rebar marking the center North 1/16 corner of said Section 26; thence along the West line of said Northwest quarter of the Northeast quarter North 00°01'43" West, a distance of 1,323.12 feet to the POINT OF BEGINNING.

Handwritten signature and initials, including "JWW" at the bottom.

EXHIBIT B

1. Liens and assessments of the PIONEER IRRIGATION DISTRICT, and the rights, powers, and easements of said district as by law provided.
2. Ditch, road and public utility easements as same may exist over said premises.
3. Conditions, restrictions and access rights contained in the Deed to the State of Idaho, recorded February 18, 1933 as Instrument No. 196605, of Official Records.
4. Conditions, restrictions and access rights contained in the Deed to the State of Idaho, recorded March 3, 1938 as Instrument No. 232559, of Official Records.
5. Water rights, claims or title to water.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Conditions, Restrictions and Access Rights contained in the Deed to the State of Idaho recorded April. 15, 1933, as Instrument No. 197603, of Official Records. (AFFECTS PARCEL II)
8. Conditions, Restrictions and Access Rights contained in the Deed to the State of Idaho recorded March 4, 1938 as Instrument No. 232560, of Official Records. (AFFECTS PARCEL II)
9. Matters as disclosed by Record of Survey, recorded June 22, 2006 as Instrument No. 200649082, of Official Records. (AFFECTS PARCEL II)
10. Terms, conditions, provisions and obligations set forth in that certain Hazardous Substance Certificate and Indemnity Agreement between NAUGLE 20/26, LLC and INTERMOUNTAIN COMMUNITY BANK, recorded June 11, 2007, as Instrument No. 2007040641, of Official Records.

2009008378

RECORDED

2009 FEB 23 PM 1 29

WILLIAM H. HURST
CANYON CNTY RECORDER
BY *W. H. Hurst*

PIONEER TITLE COMPANY
REQUEST
TYPED *W. H. Hurst* FEE 21.00

[illegible]

The USDA-FSA Aerial Photography Field office asks to be credited in derived products.



MEMORANDUM

April 20, 2020

Water Rights: 63-2614, 63-10437, 63-19830

Author: ABradbury

Subject: Split Rights

Water Right 63-2614, split into 63-34881 and 63-34882.

Water Right 63-10437, split into 63-34884, 63-34885 and 63-34886.

Water Right 63-19830, split into 63-34890.



December 10, 2019

DEC 13 2019

WATER RESOURCES
WESTERN REGION

Patrick Kelly, Water Rights Supervisor
IDWR Western Region Office
2735 Airport Way
Boise, ID 83705

Subject: Notices of Change in Water Right Ownerships

Dear Patrick,

Enclosed are two *Notices of Change in Water Right Ownership*; one for water right portions appurtenant to property owned by Flamingo West, LLC and the other for water right portions appurtenant to property owned by Flamingo West 2, LLC.

Check No. 23286 for \$625 is enclosed for the associated filing fees. Thank you very much for your consideration and assistance in this matter. Please call me if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lori Graves", is written over a light blue circular stamp.

Lori Graves
Water Rights Specialist

Cc: Phil Hull, The Land Group
Franz Witte

Enclosures

SPF file number: 513.0290



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 W AIRPORT WAY • BOISE, ID 83705-5082

Phone: (208)334-2190 • Fax: (208)334-2348 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

June 08, 2020

PRESCOTT CROSSING LLC
839 S BRIDGEWAY PL
EAGLE ID 83616-6097

Re: Notice of Change in Ownership for Water Right No(s):

63-2614 (split into 63-34881 and 63-34882),

63-10437 (split into 63-34884, 63-34885, and 63-34886)

Dear Water Right Holder(s):

The Department of Water Resources (Western) acknowledges the receipt of correspondence changing ownership of a portion of the above referenced water rights to you. The Department has modified its records based on the information received and has enclosed a computer-generated report for you.

Water right no. **63-2614** has been assigned to your ownership, excluding the new split portions 63-34881 and 63-34882. Water right no. **63-10437** has been split, and portion no. **63-34884** has been assigned to your ownership. Please refer to your new water right numbers when corresponding with our office.

Your portion of each water right has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original water right.

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 this matter, please contact me at (208) 334-2910.

Sincerely,

A handwritten signature in dark ink, appearing to read "Lynne Evans", followed by a long horizontal flourish.

Lynne Evans
Office Specialist II

Enclosures

c: Wayne Naugle, Naugle Hereford Ranch



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Website: www.idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

June 8, 2020

NAUGLE HEREFORD RANCH
WAYNE NAUGLE
7027 HWY 20
NAMPA ID 83687

Re: Notice of Change in Ownership for Water Right No(s): 63-2614, 63-10437, 63-19830, 63-19831

Dear Water Right Holder:

The Department has received and processed three (3) Notices of Change in Water Right Ownership for portions of the above referenced water rights. These changes in ownership resulted in splits of your original water rights. The Department has modified its records based on the information received and has enclosed a computer-generated report for you.

Water right nos. 63-2614, 63-19830, and 63-19831 have been assigned to new ownership. Water right no. **63-10437** has been split, and a portion retaining the original water right number remains in your ownership.

When a portion of an original water right has been conveyed to a new owner and the original right has been split, a new water right number is created to represent the portion obtained by the new owners. Please note your original water right numbers do not change as a result of these splits. For your records a proof report for **63-10437** and map depicting the place of use (POU) and point(s) of diversion (POD) after the split are enclosed.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been forfeited 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 Sections 42-222 and 42-223, Idaho Code.

If you have any questions concerning the enclosed information or this letter, please feel free to contact this office at 208-334-2190.

Sincerely,

Lynne Evans
Office Specialist II

Enclosures