

MAY 08 2020

WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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?
2-10367	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Sheila A. Hunnicutt; Terry E. Hunnicutt
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Craig M. Yonker and Mary L. Yonker, Trustees of the Yonker Family Trust Dated 10/11/1999
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☒ and/or
- P.O. Box 2364 Carmichael CA 95609
Mailing address City State ZIP
(208) 606-1253 yonker@prodigy.net
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: 7/13/2018
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.

8. Signature: Craig M. Yonker Trustees 4/25/20
Signature of new owner/claimant Title, if applicable Date

Signature: Mary L. Yonker Trustee 4/25/20
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by LE Date 05/08/2020 Receipt No. W048250 Receipt Amt. \$25

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 LE Processed by LE Date 06/03/2020

AFTER RECORDING MAIL TO:

Craig M. Yonker and Mary L. Yonker
PO Box 2364
Carmichael, CA 95609

2018-030600
RECORDED
07/13/2018 01:00 PM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=2 SDUPUIS \$15.00
TYPE: DEED
FIRST AMERICAN TITLE INSURANCE
ELECTRONICALLY RECORDED

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

WARRANTY DEED

File No.: **4106-3080030 (SH)**

Date: **July 12, 2018**

For Value Received, **Richard Michael Kinney and Jeannie Marie Kinney, husband and wife, who acquired title as Richard Michael Kinney and Jeannie Mary Kinney, husband and wife,** hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **Craig M. Yonker and Mary L. Yonker, Trustees of the Yonker Family Trust Dated October 22, 1999,** hereinafter referred to as Grantee, whose current address is **PO Box 2364, Carmichael, CA 95609,** the following described premises, situated in **Canyon County, Idaho,** to wit:

LEGAL DESCRIPTION: Real property in the County of Canyon, State of Idaho, described as follows:

**PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2,
TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO
DESCRIBED AS:**

**COMMENCING AT THE SOUTHEAST QUARTER CORNER OF SECTION 2, TOWNSHIP 1 NORTH,
RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO AND RUNNING THENCE
NORTH 00° 09' 44" EAST 739.59 FEET ALONG THE EAST LINE OF SAID SECTION TO THE
POINT OF BEGINNING; THENCE
NORTH 89° 50' 00" WEST 589.05 FEET; THENCE
NORTH 00° 10' 00" EAST 370.50 FEET; THENCE
SOUTH 89° 50' 00" EAST 589.02 FEET TO A POINT ON THE EAST LINE OF SAID SECTION;
THENCE
SOUTH 00° 09' 44" WEST 370.50 FEET ALONG SAID EAST LINE TO THE POINT OF
BEGINNING.**

APN: **28751012 0**

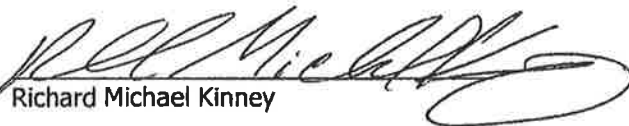
TO HAVE AND TO HOLD the said premises, with their appurtenances, unto said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

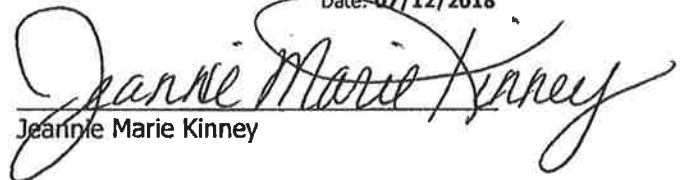
APN: 28751012 0

Warranty Deed
- continued

File No.: 4106-3080030 (SH)

Date: 07/12/2018

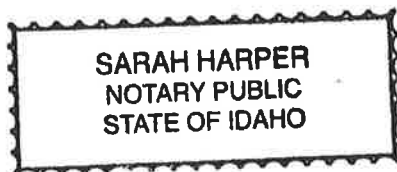

Richard Michael Kinney


Jeannie Marie Kinney

STATE OF Idaho)
COUNTY OF Ada)
SS.

On this 12th day of **July, 2018**, before me, a Notary Public in and for said State, personally appeared **Richard Michael Kinney and Jeannie Marie Kinney**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.





Notary Public for the State of Idaho
Residing at: Meridian, ID
My Commission Expires:

Residing at: Boise, Idaho
Commission Expires 12/29/23

5

2018-004153

RECORDED

01/31/2018 11:11 AM



00349110201800041530030035

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=3 LBERG

\$15.00

DEED

RICHARD KINNEY

Prepared by:

Douglas Holladay

8350 Partridge Dr Nampa Idaho 83686

Parcel ID: 28751012 0

Quitclaim Deed

FOR VALUE RECEIVED, Douglas Holladay, of DLH properties LLC, an Idaho corporation whose tax mailing address is 8350 Partridge Dr, (the "Grantor"), does hereby convey, release, and remise, as well as quitclaim, unto Richard Michael Kinney and Jeannie Mary Kinney, husband and wife, (collectively the "Grantee"), the following described premises: *mailing Address is 1228 Ruth Ln.*

02-1N-3W NE TX 05304 IN SESE.

see EXHIBIT A

Nampa, Idaho 83686

Together with the appurtenances. This property is also known as 0 Skyranch Rd Nampa Idaho.

This deed is intended to convey to the Grantee all right, title, and interest of the Grantor in and to the said property, now owned or acquired after this deed has been executed.

TO HAVE AND TO HOLD the Premises, with their appurtenances unto the said Grantee, forever.

Dated this 22nd day of January, 2018.

Signed in the presence of:

Cassandra Johnson
Signature

Cassandra Johnson
Name

DLH properties LLC

Per:

Douglas Holladay
Douglas Holladay

Grantor Acknowledgement

STATE OF IDAHO

COUNTY OF Canyon

On this 22nd day of January, 2018, before me, a notary public in and for the State of Idaho, personally appeared Douglas Holladay on behalf of and with the authority of DLH properties LLC, an Idaho corporation, known to me, or proven on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

Cassandra Johnson
Notary Public for the State of Idaho

County of CanyonResiding at: NampaMy commission expires: 2-6-2018

Exhibit "A"

REAL PROPERTY IN THE COUNTY OF CANYON, STATE OF IDAHO, DESCRIBED AS FOLLOWS:

PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO DESCRIBED AS:

COMMENCING AS THE SOUTHEAST QUARTER CORNER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO AND RUNNING THENCE NORTH 00°09'44" EAST 739.59 FEET ALONG THE EAST LINE OF SAID SECTION TO THE POINT OF BEGINNING; THENCE

NORTH 89°50'00" WEST 589.05 FEET; THENCE

NORTH 00°10'00" EAST 370.50 FEET; THENCE

SOUTH 89°50'00" EAST 589.02 FEET TO A POINT ON THE EAST LINE OF SAID SECTION; THENCE

SOUTH 00°09'44" WEST 370.50 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

APN: 28751012 0

4

2015-016852	
RECORDED	
05/11/2015 02:27 PM	
CHRIS YAMAMOTO	
CANYON COUNTY RECORDER	
Pgs=4 DWILSON	\$19.00
TYPE: DEED	
LINEAR TITLE & CLOSING LTD.	
ELECTRONICALLY RECORDED	

Return to and mail tax statements to:
DLH Properties LLC
8350 Partridge Dr
Nampa, ID 83686
Customer Reference: KNT-422351-PR

Parcel ID#: 28751012 0

QUIT CLAIM DEED

This Quit Claim Deed is made this 06th day of May, 2015, between **NEHEMIAH COMMUNITY REINVESTMENT FUND, INC.**, whose address is 640 Bercut Drive, Suite A, Sacramento, CA 95811, hereby known as the Grantor(s), and **DLH PROPERTIES LLC**, whose address is 8350 Partridge Dr. Nampa, ID 83686, hereby known as Grantee(s).

Said Grantor, for and inconsideration of the sum of FIVE THOUSAND NO/100 DOLLARS (\$5,000.00), to Grantor(s) in hand paid by Grantee(s), the receipt of which is acknowledged, by these presents remises, releases, and forever quitclaims to Grantee(s) and to Grantee's heirs and assigns, all that parcel of land situate, lying and being in Canyon County, Idaho, bounded and particularly described as follows:

SEE COMPLETE LEGAL ATTACHED AS EXHIBIT "A"

PROPERTY ADDRESS: LOT C of E 1/2, Nampa, ID 83686

Being all of the same Property conveyed to NEHEMIAH COMMUNITY REINVESTMENT FUND, INC. by virtue of a SPECIAL CORPORATE WARRANTY DEED dated June 16, 2014 from BANK OF AMERICA, N.A. and recorded June 27, 2014 among the Official Property Records of Canyon County, Idaho as INSTRUMENT 2014-022970.

Together with all and singular the tenements, hereditaments and appurtenances belonging to or in any manner appertaining to the property, the reversion and reversions, remainder and remainders, rents, issues, and profits of the property.

To have and to hold all singular premises, together with the appurtenances, to Grantee(s) and to Grantee's heirs and assigns forever.

Whenever used, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

In witness of the above, Grantor(s) has set Grantor's hand the day and year first written above.

Nehemiah Community Reinvestment Fund, Inc.

By

Donald E. Rose
Print Name: Donald E. Rose

Title: Chief Financial Officer

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, _____, before me, _____, a Notary Public, in and for said State, personally appeared

_____, known or identified to me to be the _____ (Title of Officer), of Nehemiah Community Reinvestment Fund, Inc., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

Notary Public

Printed Name: _____

My Commission Expires: _____

No title search was performed on the subject property by the preparer. The preparer of this deed makes neither representation as to the status of the title nor property use or any zoning regulations concerning described property herein conveyed nor any matter except the validity of the form of this instrument. Information herein was provided to preparer by Grantor/Grantee and /or their agents; no boundary survey was made at the time of this conveyance.

Prepared By:

Certified Document Solutions
c/o Attorney Margaret C. Daun
17345 Civic Drive, Unit 1961
Brookfield, WI 53045

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Sacramento)On May 06, 2015 before me, Sheryl Hartmangruber, Notary Public,

Date

Here Insert Name and Title of the Officer

personally appeared Donald E. Rose

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Deed - Lot C of E 1/2 Document Date: May 06, 2015Number of Pages: 2 Signer(s) Other Than Named Above: _____**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Exhibit "A"

REAL PROPERTY IN THE COUNTY OF CANYON, STATE OF IDAHO, DESCRIBED AS FOLLOWS:

PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO DESCRIBED AS:

COMMENCING AS THE SOUTHEAST QUARTER CORNER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO AND RUNNING THENCE NORTH 00°09'44" EAST 739.59 FEET ALONG THE EAST LINE OF SAID SECTION TO THE POINT OF BEGINNING; THENCE

NORTH 89°50'00" WEST 589.05 FEET; THENCE

NORTH 00°10'00" EAST 370.50 FEET; THENCE

SOUTH 89°50'00" EAST 589.02 FEET TO A POINT ON THE EAST LINE OF SAID SECTION; THENCE SOUTH 00°09'44" WEST 370.50 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

APN: 28751012 0

2
3
2014-022970

RECORDED

06/27/2014 08:48 AM

CHRIS YAMAMOTO
CANYON COUNTY RECORDER

Pgs=3 MBROWN

\$16.00

TYPE: DEED

FIRST AMERICAN TITLE AND ESCROW
ELECTRONICALLY RECORDED

AFTER RECORDING MAIL TO:

Nehemiah Community Reinvestment Fund, Inc
640 Bercut Drive, Suite A
Sacramento, CA 95811

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

2249644-JB

SPECIAL CORPORATE WARRANTY DEED

FOR VALUE RECEIVED,

BANK OF AMERICA, N.A., organized and existing under the laws of the United States of America a corporation duly organized and existing under the laws of the State of **TX**, grantor, does hereby Grant, Bargain, Sell and Convey unto

Nehemiah Community Reinvestment Fund, Inc.

whose address is: **640 Bercut Drive, Suite A, Sacramento, CA 95811**
grantee, the following described real estate, to-wit:

LEGAL DESCRIPTION: Real property in the County of Canyon, State of Idaho, described as follows:

Part of the Southeast Quarter of the Southeast Quarter of Section 2, Township 1 North, Range 3 West of the Boise Meridian, Canyon County, Idaho described as:

COMMENCING at the Southeast Quarter corner of Section 2, Township 1 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence North 00° 09' 44" East 739.59 feet along the East line of said Section to the POINT OF BEGINNING; thence

North 89° 50' 00" West 589.05 feet; thence

North 00° 10' 00" East 370.50 feet; thence

South 89° 50' 00" East 589.02 feet to a point on the East line of said Section; thence

South 00° 09' 44" West 370.50 feet along said East line to the POINT OF BEGINNING.

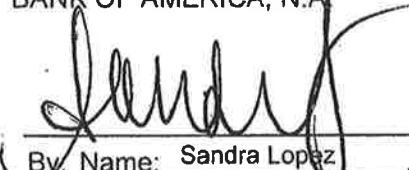
APN: **28751012 0**

SUBJECT TO current years taxes, irrigation district assessment, public utility easements, subdivision restrictions and U.S. patent reservations.

TO HAVE AND TO HOLD The said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in a fee simple of said premises; that they are free from all encumbrances and that it will warrant and defend the same from all lawful claims whatsoever, except as to the reservations from and exceptions to warranty when the claim is by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its AVP this 16th day of **June, 2014.**

BANK OF AMERICA, N.A.


By: Name: Sandra Lopez
Title: Assistant Vice President

STATE OF _____)
SS.
COUNTY OF _____)

On this ___ day of **June, 2014**, before me, a Notary Public in and for said State, personally appeared _____ known or identified to me to be the _____ of the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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.

***See Attached

Notary Public for the State of _____
Residing _____ at: _____
My Commission Expires: _____

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Ventura

On June 16, 2014 before me, Ani Hakobyan, Notary Public
(Here insert name and title of the officer)

personally appeared Sandra Lopez

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Special Corporate Warranty Deed

(Title or description of attached document)

LOT C OF E 1/2 NAMPA, ID 83686

(Title or description of attached document continued)

Number of Pages 2 Document Date 6/16/2014

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
☒ Corporate Officer
AVP
(Title)
☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

Recording Requested By:
PITE DUNCAN, LLP

And When Recorded Mail To:
Bank of America, NA
125 Dupont Drive
Providence, Rhode Island 02907-3105

Loan No.: *****6492
T.S. No.: 008114-ID

2014-015491	
RECORDED	
04/30/2014 01:20 PM	
CHRIS YAMAMOTO	
CANYON COUNTY RECORDER	
Pgs=2 BJBROWN	\$13.00
TYPE: DEED	
PIONEER LENDER TRUSTEE SERVICES	
ELECTRONICALLY RECORDED	

TRUSTEE'S DEED

ELISA MAGNUSON, ESQ., a member of the State Bar of Idaho, of PITE DUNCAN, LLP, (herein called Trustee), as Trustee, under the Deed of Trust hereinafter particularly described, does hereby bargain, sell and convey, without warranty, to BANK OF AMERICA, N.A., herein called Grantee whose current address is: 125 Dupont Dr., Providence, Rhode Island 02907-3105,

All of the real property situated in the County of Canyon, state of Idaho described as follows:
PARCEL I

PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO DESCRIBED AS:

COMMENCING AT THE SOUTHEAST QUARTER CORNER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO AND RUNNING THENCE

NORTH 00° 09' 44" EAST 739.59 FEET ALONG THE EAST LINE OF SAID SECTION TO THE POINT OF BEGINNING; THENCE NORTH 89° 50' 00" WEST 589.05 FEET; THENCE NORTH 00° 10' 00" EAST 370.50 FEET; THENCE SOUTH 89° 50' 00" EAST 589.02 FEET TO A POINT ON THE EAST LINE OF SAID SECTION; THENCE SOUTH 00° 09' 44" WEST 370.50 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

Commonly known as LOT C OF E 1/2 (aka 0 Sky Ranch Rd.), Nampa, ID 83686;
parcel number R28751012 0

This conveyance is made pursuant to the powers conferred upon Trustee by the Deed of Trust between TERRY E. HUNNICUTT AND SHELIA A. HUNNICUTT, HUSBAND AND WIFE, as Grantors, and FIRST AMERICAN TITLE COMPANY OF IDAHO, INC., as Trustee, and BANK OF AMERICA, N.A., as Beneficiary, recorded 11/9/2005, As Instrument No. 200574998, official records of Canyon County, Idaho, and after the fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance as follows:

1). Default occurred in the obligations for which such deed of trust was given as security and the beneficiary made demand upon the said trustee to sell property pursuant to the terms of said deed of trust. Notice of Default was recorded 11/29/2013, As Instrument No. 2013-053947, official records of Canyon County, Idaho and in the office of each County in which the property

described in said deed of trust, or any part thereof, is situated, the nature of such default being as set forth in said Notice of Default. Such default still existed at the time of sale.

2). After recording of said Notice of Default, trustee gave notice of the time and place of the sale of said property by registered or certified mail, by personal service upon the occupants of said premises and by publishing in a conspicuous place on said premises and by publishing in a newspaper of general circulation in each of the counties in which the property is situated as more fully appears in affidavits recorded at least 20 days prior to the date of sale, recorded 3/25/2014, as Instrument No. 2014-010348, official records of Canyon County, Idaho.

3). The provisions, recitals and contents of the Notice of Default referred to in paragraph (1) supra and of the Affidavits referred to in paragraph (2) supra shall be and they are hereby incorporated herein and made an integral part hereof for all purposes as though set forth herein at length.

4). All requirements of law regarding the mailing, personal service, posting, publication and recording of the Notice of Default, and Notice of Sale and for all other notices have been complied with.

5). Not less than 120 days elapsed between the giving of Notice of Sale by registered or certified mail and the sale of the property.

6). Trustee, at the time and place of sale fixed by said Notice, at public auction, in one parcel, struck off to Grantee, being the highest bidder thereof, the property herein described for the sum of \$33,600.00, subject however to all prior liens and encumbrances. No person or corporation offered to take any part of said property less than the whole thereof for the amount of principal, interest, and advanced costs.

IN WITNESS WHEREOF, the Trustee has hereunto set her hand and caused her signature to be written below on the 29 day of APRIL, 2014.

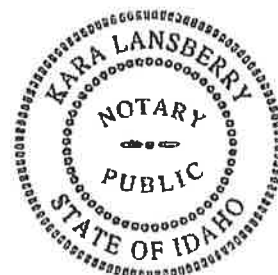
By: ELISA MAGNUSON, ESQ., a member of the State Bar of Idaho, of PITE DUNCAN, LLP,

Elisa Magnuson

State of Idaho)
)ss.
County of ADA)

On this 29 day of April, in the year of 2014, before me a notary public for the State of Idaho, personally appeared Elisa Magnuson, known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he or she executed the same.

Kara Lansberry
Notary Public for Idaho
My commission expires on: 10/30/2018
Residing at Boise ID



CC7323

WARRANTY DEED

FOR VALUE RECEIVED Cheryl R. Callaway, an unmarried person

the Grantor, does hereby grant, bargain, sell and convey unto Terry E. Hunnicut and Shelia A. Hunnicut, husband and wife

the Grantees, whose address is 752 Bittersweet Hill, Vista, CA 92084

the following described premises, to-wit:

See Exhibit "A" attached hereto and made a part hereof by this reference.

SEE EXHIBIT "B" ATTACHED, SKY RANCH WATER USERS' AGREEMENT
NO MANUFACTURED OR MOVE ON HOMES ALLOWED. ALL HOMES SHALL BE A
MINIMUM OF 1800 SQUARE FEET WITH A 2 CAR GARAGE MINIMUM.

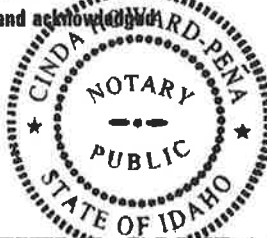
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantees, that she is the owner in fee simple of said premises; that said premises are free from all encumbrances, except for general taxes and assessments for the year 2005 and subsequent years, covenants, conditions, restrictions and easements of record; and that they will warrant and defend the same from all lawful claims whatsoever.

DATED: October 20, 2005

Cheryl R. Callaway
Cheryl R. Callaway

STATE OF Idaho

COUNTY OF Canyon

On this 20 day of October in the year 2005, before me, a Notary Public,
personally appeared Cheryl R. Callaway known or identified to me to be the
person whose name is subscribed to the within instrument, and acknowledged
to me that she executed the same.Notary Public
Residing at
My commission expiresPIONEER TITLE COMPANY
OF CANYON COUNTY
"CANYON OFFICE"Residing in: Meridian, Idaho
Commission Expires: 04/28/095680 E. FRANKLIN, STE. 150
NAMPA, IDAHO 83686TEL. (208) 465-6655
FAX. (208) 465-6556
 2005 NOV 9 PM 4 21
 RECORDED
 CANYON COUNTY RECORDER
 G. NOEL HALE

 PIONEER - NAMPA
 REQUEST
 TYPE Deed FEE 21-

200574997

PN87678

Exhibit "A"

Parcel I

Part of the Southeast Quarter of the Southeast Quarter of Section 2, Township 1 North, Range 3 West of the Boise Meridian, Canyon County, Idaho described as:

COMMENCING at the Southeast Quarter corner of Section 2, Township 1 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence

North 00° 09' 44" East 739.59 feet along the East line of said Section to the POINT OF BEGINNING; thence

North 89° 50' 00" West 589.05 feet; thence

North 00° 10' 00" East 370.50 feet; thence

South 89° 50' 00" East 589.02 feet to a point on the East line of said Section; thence

South 00° 09' 44" West 370.50 feet along said East line to the POINT OF BEGINNING.



INITIAL

EXHIBIT "B"
SKY RANCH WATER USERS' AGREEMENT

ARTICLE I. PURPOSE

This Agreement is by and between certain parcel owners located in Section 2, Township 1 North, Range 3 West of the Boise Meridian, Canyon County, Idaho. The signing and adherence to this Agreement is a condition of purchasing property from Montierth in said section. The purpose of this Agreement is to establish an Association that will place orders for water from Hat Butte Mutual Canal Company rather than each parcel owner placing an order for water individually.

ARTICLE II. DEFINITIONS

The following terms shall have the following meanings:

Section 1. "ASSOCIATION" shall mean and refer to Sky Ranch Water Users' Association consisting of all Members, their successors and assigns. Said Association may be incorporated as a non-profit corporation by the Members.

Section 2. "MEMBER" shall mean and refer to only those persons owning property in Section 2, Township 1 North, Range 3 West of the Boise Meridian, Canyon County, Idaho commonly referred to as parcels 1 thru 14, 16 thru 22 and A thru K as designated on the map attached as Exhibit A.

No additional persons, individuals, or legal entities may become a Member of the Association without the express written approval of Ray Montierth and Herbert Montierth or their assigns, heirs, executors, personal representatives, administrators or successors of each.

ARTICLE III. MEETINGS OF MEMBERS

Section 1. Annual Meetings: The first annual meeting of the Members shall be held within one (1) year from the date of the first receipt of ownership in fee by a Member. The annual meeting of the Members shall be held at such hour and on such day as shall be determined by the Members.

Section 2. Special Meetings: Special meetings of the Members may be called at any time upon written request of the Members who constitute one-fourth (1/4) of all the votes in the Association.

Section 3. Notice of Meetings: Written notice of any meeting shall be sent at least fifteen (15) days before such meeting to each Member entitled to vote, addressed to the Member's address supplied by such Member to the Association for the purpose of notice. Written notice shall specify the place, day and hour of the meeting and, in the case of a Special Meeting, the purpose of the meeting.

Section 4. Quorum: The presence at the meeting of the Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of all the votes in the Association shall constitute a quorum. If, however, such quorum shall not be present or represented at any meeting, by vote of a majority of the membership votes entitled to be cast then present or represented therein, the meeting may be adjourned from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies: At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his fee interest in property to another individual.

ARTICLE IV. VOTING

The Association shall have one class of voting membership in this Association. Each Member shall be entitled to one vote in proportion to the number of water shares that the Member holds with Hat Butte Mutual Canal Company.

ARTICLE V. POWERS AND DUTIES OF ASSOCIATION

It shall be the Association's Power and Duty to:

- A. Fix the amount of the annual assessment against each Member for their pro rata share of water ordered from Hat Butte Mutual Canal Company;
- B. Install on each Member's parcel, monitoring devices, flow meters or any means necessary to monitor water usage of each Member for the purpose of fixing the amount of the annual assessment to be charged to each Member;
- C. Collect assessments from Members and remit the same to Hat Butte Mutual Canal Company;
- D. Send written notice to every Member subject thereto at least thirty (30) days in advance of each annual assessment period;
- E. Appoint a water master for operation and delivery of water to each Member's property. The appointed water master shall have the sole duty and authority for

the operation and delivery of water and no other Member of the Association shall hold that same authority.

- F. Give orders to the water master on a periodic basis or from time to time as to how much water he will order from Hat Butte Mutual Canal Company; and
- G. Allow additional individuals to join the Association as Members only upon the express written consent of Ray Montierth and Herbert Montierth or their assigns, heirs, executors, personal representatives, administrators or successors of each. The Association may not prevent an individual from joining the Association as a Member or otherwise preempt Ray Montierth's and Herbert Montierth's express consent to extend membership to any person, individual or legal entity.

ARTICLE VI. POWERS AND DUTIES OF WATER MASTER

Section 1. Power. As set forth in Article V Paragraph E, the appointed water master will be the sole responsible party for water delivery and no Member shall receive water except under the authority and direction of said water master.

Section 2. Duties. The water master shall withhold delivery of water to any Member unless and until such Member shall tender to the Association payment in full for the Member's proportionate share of costs assessed by the Association, including but not limited to, the appropriate amounts for operation and maintenance and required prepayments by Hat Butte Mutual Canal Company for the current irrigation season. Strict adherence to this requirement is necessary to assure the required prepayment to Hat Butte Mutual Canal Company and to guarantee to Hat Butte Mutual Canal Company that no water will be used without advance payment therefore.

ARTICLE VII. ASSESSMENT

Section 1. Determination of Assessed Amount. The assessed amount that each Member shall pay to the Association will be based on several factors. Those factors include, but are not limited to: the Member's water usage associated with that Member's acreage, the Member's pro rata share of operating and maintenance costs, together with the power costs associated with the delivery of such water, and any special assessments required by the Association for purposes of management and delivery of water to the respective parcels.

Section 2. Payment Due Date. For the first year, assessed amounts shall be paid in full to the Association no later than 60 days following the closing date of each respective parcel. However, for parcels with closing dates in December 2005 or January 2006, payment shall be made no later than February 1, 2006.

For each calendar year thereafter, assessed amounts shall be paid in full no later than February 1st or at such date as may be determined by the Members.

Section 3. Credits or Refunds. Any unused portions of amounts prepaid will be refunded at the end of each irrigation season, or credited to the account of such Member's prepayment obligation for the subsequent year, accordingly as directed by the Member.

Section 4. Late Payment. Each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which assessment is made. Any assessments which are not paid when due shall be delinquent. Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Member personally obligated to pay the same and or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment.

ARTICLE VIII. AMENDMENTS

This Agreement may be altered, amended or a new agreement adopted at any regular meeting or at any special meeting of the Members thereof, called for that purpose, by the affirmative vote of two-thirds (2/3) of the Members present at such meeting; provided that a quorum as specified herein or in the laws of the State of Idaho be present.

ARTICLE IV. SEVERABILITY

In the case that any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

The foregoing Agreement shall be effective the ____ day of _____ 2005.

(Signature) 
(Print Name) _____, Member

(Signature) 
(Print Name) _____, Member

(Signature) _____
(Print Name) _____, Member

(Signature) _____
(Print Name) _____, Member

(Signature) _____
(Print Name) _____, Member

(Signature) _____
(Print Name) _____, Member



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 03, 2020

THE YONKER FAMILY TRUST
CRAIG M YONKER & MARY L YONKER
PO BOX 2364
CARMICHAEL CA 95609-2364

Re: Change in Ownership for Water Right No: 2-10367

Dear Water Right Holders:

The Department of Water Resources (Western) acknowledges the receipt of correspondence changing ownership of the above referenced water right 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 our office at (208) 334-2190.

Sincerely,

Lynne Evans
Office Specialist II

Enclosure