



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

August 25, 2014

RYAN AND KIMBERLY NYKAMP
25417 N CAN ADA
STAR ID 83669

RE: Notice of Change of Water Right Ownership: 65-18435

Dear Interested Party:

On May 21, 2013, the Department of Water Resources received a Notice of Change of Ownership for Water Right 65-18435 from you. After reviewing the request, it was determined that the department needed a copy of the conveyance document transferring the property to you. You were sent a request for a copy of that document on July 23, 2014 and additional information about the number of stock you intend to run on your property. However, as of the date of this letter, we have not received the requested information.

Because the department cannot process the ownership change without proper documentation, we are returning your Notice of Change in Water Right Ownership unprocessed

I have requested a refund for \$25 for receipt # W041147 be returned to you under separate cover from the State Controller's Office.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Clay Webster', followed by a horizontal line.

Clay Webster
Technical Records Specialist

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAY 21 2013

DEV

Notice of Change in Water Right Ownership

WATER RESOURCES
WESTERN REGION

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
PD 65-18435	Yes ☒		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: May B. Hunter and RJ Hunter

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Ryan Nykamp and Kimberly Nykamp

Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☐ and/or

25417 N Can-Ada

Mailing address

Star

ID

83669

City

State

ZIP

208-696-1174

rknykamp@yahoo.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: April 10, 2013

6. 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):
 - \$25 per *undivided* water right.
 - \$100 per *split* water right.
 - No fee is required for pending adjudication claims.

7. Signature: Ryan M Nykamp
Signature of new owner/claimant

Title, if applicable

Date

4/17/2013

Signature: Kimberly Nykamp
Signature of new owner/claimant

Title, if applicable

Date

4/17/2013

For IDWR Office Use Only:

Received by MG

Date

5/2/13

Receipt No.

W041147

Receipt Amt.

100-

Approved by

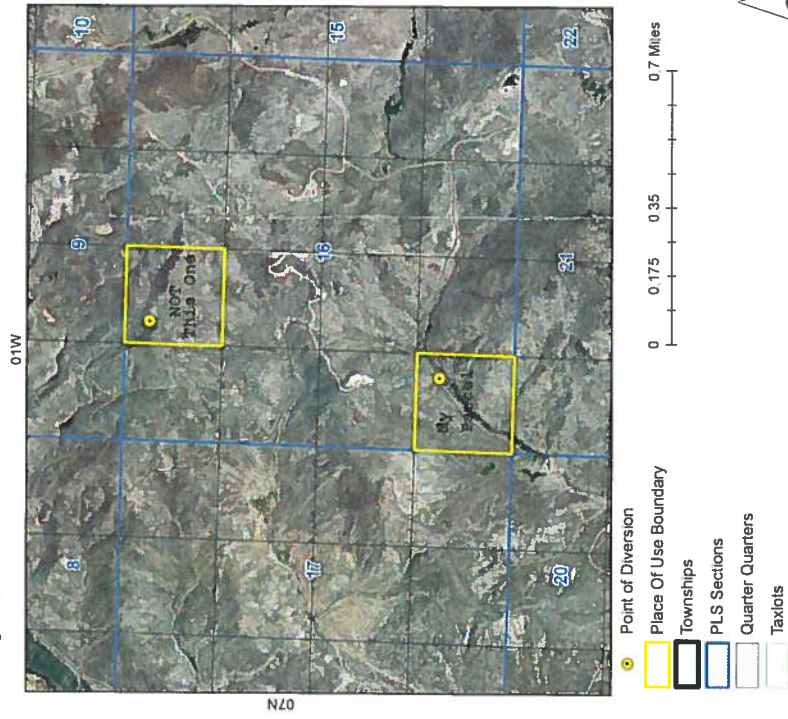
Processed by

Date

Slate of Idaho
Department of Water Resources
Water Right
65-18435

STOCKWATER

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.





1500 S. Washington Ave., Ste. B
Emmett, ID 83617

Instrument # 291606

EMMETT, GEM, IDAHO
2013-04-15 03:48:36 PM No. of Pages: 5
Recorded for: PIONEER TITLE COMPANY OF GEM C
SHELLY TILTON Fee: \$22.00
Ex-Officio Recorder Deputy SStewart
Index To: DEED OF TRUST
Electronically Recorded by Simplifile

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

File No. 525995

Beneficiary Initials

NR
ACE

DEED OF TRUST

THIS DEED OF TRUST, Made April 9, 2013 between Ryan Nykamp and Kimberly Nykamp, husband and wife herein called GRANTOR, whose address is 25417 N CAN-ADA CIR STAR 83, 669 Pioneer Title Company of Gem County, herein called TRUSTEE; and The Tri and Nancy Robinson Family Trust, dated November 1, 2005 whose mailing address is 27 Timber Butte Rd Sunset, ID, herein called BENEFICIARY;

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Gem, State of Idaho, described as follows:

THE REAL PROPERTY IS NOT MORE THAN EIGHTY (80) ACRES AND IS NOT PRINCIPALLY USED FOR THE AGRICULTURAL PRODUCTION OF CROPS, LIVESTOCK, DAIRY OR AQUATIC GOODS, OR IS NOT MORE THAN FORTY (40) ACRES REGARDLESS OF USE, OR IS LOCATED WITHIN AN INCORPORATED CITY OR VILLAGE.

See Exhibit A attached hereto and made a part hereof.

If all, or any part, of the subject real property, or an interest therein is sold, transferred, or contracted to be sold or transferred in the future by agreement, without the Beneficiary's prior written consent, excluding a transfer by devise, descent or operation of law upon the death of the Grantor, Beneficiary may, at Beneficiary's option, declare all sums secured by this Deed of Trust to be immediately due and payable.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits, for the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of \$80,100.00 Eighty Thousand One Hundred Dollars and No Cents final payment due April 15, 2018, and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereon; not to commit, suffer or permit any act upon said property in violation of law; to cultivate; irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire, vandalism and malicious mischief insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. The provisions hereof are subject to the mutual agreements of the parties as below set forth.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

(4) To pay: (a) at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; (b) when due, subject to the mutual agreements of the parties as below set forth, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; (c) all allowable expenses of this Trust.

(5) Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such power, pay allowable expenses.

(6) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof.

B. It is mutually agreed that:

(1) Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of title evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at accrued legal judgment rate per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(8) Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

(9) In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address herein before set forth.

Ryan M Nykamp
Ryan Nykamp
Kimberly Nykamp
Kimberly Nykamp

State of Idaho, County of Con

On this 10th day of April in the year of 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Ryan Nykamp and Kimberly Nykamp known or identified to me to be the person/persons whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

Kathi Blamires
Residing at: RESIDING AT EMMETT, ID
Commission Expires MY COMM. EXPIRES MAY 4, 2016

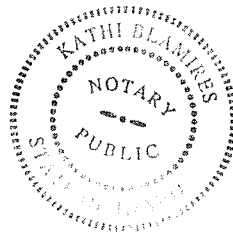


EXHIBIT A

TRACT I:

The Southwest quarter of the Southwest quarter of Section 16, Township 7 North, Range 1 West, Boise Meridian, Gem County, Idaho.

TRACT II:

Together with a road and utility easement lying 20.00 feet East of the following described line:

Commencing at the Southeast corner of the Northwest quarter of the Northeast quarter of Section 9, Township 7 North, Range 1 West, Boise Meridian, Gem County, Idaho, marked by a set 5/8" iron pin with plastic cap PLS 4108; thence North 00°13'48" East, 110.00 feet, along the East line of said Northwest quarter of the Northeast quarter to a set 1/2" iron pin with plastic cap PLS 4108; thence South 89°25'50" West, 283.17 feet to the Real Point of Beginning marked by a set 1/2" iron pin with plastic cap PLS 4108; thence North 00°13'48" East, 844.42 feet on the South line of Butte Road and the terminus of said easement.

TRACT III:

Together with a 60 foot wide road easement lying South of the following described line:

Commencing at the Southeast corner of the Northwest quarter of the Northeast quarter of Section 9, Township 7 North, Range 1 West, Boise Meridian, Gem County, Idaho, marked by a set 5/8" iron pin with plastic cap PLS 4108; thence North 00°13'48" East, 110.00 feet along the East line of said Northwest quarter of the Northeast quarter to a set 1/2" iron pin with plastic cap PLS 4018 to the Real Point of Beginning; thence South 89°25'50" West, 283.17 feet to the terminus of this easement.

TRACT IV:

Together with a 40 foot wide road easement lying West of the following described line:

Commencing at the Southeast corner of the Northwest quarter of the Northeast quarter of Section 9, Township 7 North, Range 1 West, Boise Meridian, Gem County, Idaho, marked by a set 5/8" iron pin with plastic cap PLS 4108; thence North 00°13'48" East, 50.00 feet; thence South 89°25'50" West, 283.17 feet to the Real Point of Beginning; thence North 00°13'48" East, 904.42 feet to the South line of Butte Road and the terminus of said easement.

TRACT V:

Together with a 50.00 foot wide road easement in a portion of the East half of the Northeast quarter of Section 9 and a 60.00 foot wide strip of land in a portion of the Southeast quarter of Section 9, a portion of the Southwest quarter of Section 10 and a portion of the Northwest quarter of Section 15, Township 7 North, Range 1 West, Boise Meridian, Gem County, Idaho described as follows:

Beginning at the Northeast 1/16 corner of Section 9, Township 7 North, Range 1 West, Boise Meridian, the Real Point of Beginning; thence Southerly along the Northeasterly boundary of the strip of land, the following courses and distances: South 00°13'48" West, 1306.08 feet along the East line of the Southwest quarter of the Northeast quarter of Section 9 to the Southeast corner of the Southwest quarter of the Northeast quarter; South 00°13'49" West, 38.41 feet; South 23°32'41" East, 693.92 feet to the beginning of a curve to the left; along said curve to the left having a central angle of 42°53'02" a radius of 170.00 feet, an arc length of 127.24 feet and a chord which bears South 44°59'12" East, 124.29 feet; South 66°25'43" East, 325.21 feet to the beginning of a curve to the right; along said curve to the right having a central angle of 40°53'25" a radius of 330.00 feet, an arc length of 235.51 feet and a chord which bears South 45°59'01" East, 230.54 feet; South 25°32'19" East, 208.15 feet; South 20°00'13" East, 913.02 feet; South 35°27'19" East, 367.29 feet; South 06°37'37" East, 637.56 feet; South 38°11'12" East, 283.13 feet; South 30°15'00" East, 200.66 feet to the beginning of a curve to the right, along said curve to the right having a central angle of 63°46'29" a radius of 230.00 feet, an arc length of 256.01 feet and a chord which bears South 01°38'14" West, 243.00 feet; South 33°31'29" West, 424.48 feet; South 59°01'49" West, 133.65 feet; South 84°46'21" West, 136.22 feet to the Southeast corner of the Northeast quarter of the Northeast quarter of Section 16; thence North 00°21'00" East, 60.29 feet along the East line of the Northeast quarter of the Northeast quarter of Section 16 to a point on the Westerly boundary of said strip of land; thence

Northerly along the Westerly boundary the following courses and distances:

North 84°46'21" East, 116.65 feet;

North 59°01'49" East, 106.36 feet;

North 33°31'29" East, 410.90 feet to the beginning of a curve to the left; along said curve to the left having a central angle of 63°46'29", a radius of 170.00 feet, an arc length of 189.22 feet and a chord which bears North 02°38'14" East, 179.61 feet;

North 30°15'00" West, 196.49 feet;

North 38°11'12" West, 295.92 feet;

North 06°37'37" West, 639.10 feet;

North 35°27'19" West, 360.01 feet;

North 20°00'13" West, 881.50 feet;

North 20°00'13" West, 36.75 feet;

North 25°32'19" West, 205.25 feet to the beginning of a curve to the left; along said curve to the left having a central angle of 40°53'25", a radius of 270.00 feet, an arc length of 192.69 feet and a chord which bears North 45°59'01" West, 188.63 feet;

North 66°25'43" West, 325.21 feet to the beginning of a curve to the right; along said curve to the right having a central angle of 42°53'02", a radius of 230.00 feet, an arc length of 172.15 feet and a chord which bears North 44°59'12" West, 168.16 feet;

North 23°32'41" West, 706.55 feet;

North 00°13'49" East, 50.10 feet to a point on the South line of the Northeast quarter of Section 9; thence

North 89°20'00" East, 10.01 feet along said South line; thence

North 00°13'48" East, 1306.16 feet 50.00 feet West of and parallel with the East line of the Southwest quarter of the Northeast quarter of Section 9 to a point on the North line of the Southwest quarter of the Northeast quarter; thence continuing

North 00°13'48" East, 50.00 feet; thence

North 89°25'50" East, 50.00 feet to a point on the East line of the Northwest quarter of the Northeast quarter of said Section 9; thence

South 00°13'48" West, 50.00 feet along said East line to the Real Point of Beginning.