

RECEIVED

AUG 03 2021

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPARTMENT 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. DE

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
63-19498 ✓	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: Lorraine Smith
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Della and Jon Chipman
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 6318 W W Moon Valley Rd Eagle ID 83616
Mailing address City State ZIP
208-867-9747 dellachipman@rocketmail.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: 12/15/2002
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.
NA ☒ 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: [Signature] Title, if applicable _____ Date 8/1/21
Signature of new owner/claimant

Signature: [Signature] Title, if applicable NA Date 8-1-21
Signature of new owner/claimant

For IDWR Office Use Only:

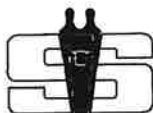
Received by [Signature] Date 8/3/21 Receipt No. C110693 Receipt Amt. \$25.00

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 _____ Processed by [Signature] Date 8/17/2021

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 12/26/02 04:11 PM
DEPUTY Michelle Turner
RECORDED - REQUEST OF
Stewart Title Company
AMOUNT 6.00

2



AKC DLC

WARRANTY DEED

For Value Received **NANCY L. ZURCHER**, who acquire title as **NANCY L. BRISSON**,
an married woman as her sole and separate property

the Grantor hereby grants, bargains, sells, conveys and warrants unto **DELLA L. CHIPMAN AND
JON KEVIN CHIPMAN, wife and husband**

the Grantee whose current address is: **6318 WEST MOON VALLEY ROAD, EAGLE, ID 83616**

the following described premises, to-wit:

AS PER LEGAL DESCRIPTION ATTACHED HERETO

Parcel Number: **S0414223450**

SUBJECT TO: Current General Taxes, a lien in the process of assessment, not yet due or payable.
Easements, restrictions, reservations, provisions of record, and assessments, if any.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs
and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the
owner in fee simple of said premises; that said premises are free from all encumbrances and that he will warrant
and defend the same from all lawful claims whatsoever.

Dated: **December 23, 2002**



NANCY L. ZURCHER

State of **IDAHO**

ss.

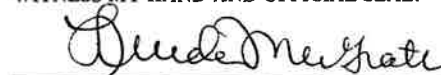
County of **ADA**

On this 23rd day of December, 2002, before me, the
undersigned, a Notary Public, in and for said State, personally appeared NANCY L. ZURCHER

_____, known to me, and/or identified to me
on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument
and acknowledged to me that she executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

(SEAL)



Notary Public **LINDA MCGRATH**
Residing at: **MERIDIAN, IDAHO**
Commission Expires: **May 28, 2005**



LEGAL DESCRIPTION

Order Number: 02019574 CG/LM

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT

SOUTH $52^{\circ}28'55''$ EAST A DISTANCE OF 209.50 FEET FROM THE SECTION CORNER COMMON TO SECTIONS 10, 11, 14 AND 15, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN; THENCE

SOUTH $0^{\circ}38'$ EAST A DISTANCE OF 381.49 FEET; THENCE

NORTH $73^{\circ}29'$ EAST ALONG THE ROAD RIGHT OF WAY 124.80 FEET; THENCE

NORTH $0^{\circ}38'$ WEST A DISTANCE OF 351.45 FEET TO A POINT ON THE HIGHWAY RIGHT OF WAY; THENCE

WESTERLY ALONG THE RIGHT OF WAY CURVE TO THE RIGHT WITH A RADIUS OF 13,810.99 FEET, A CENTRAL ANGLE OF $0^{\circ}30'$ WHOSE LONG CHORD BEARS SOUTH $87^{\circ}24'22''$ WEST A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING.

AKC
DLC

Return To:
Mortgage Investors
Corporation
6090 CENTRAL AVENUE, ST.
PETERSBURG, FL 33707

Prepared By:
Steve Tuhy 6090 Central
Avenue St. Petersburg, FL
33707

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN 100073343311501575

NOTICE: THIS LOAN IS NOT ASSUMABLE
WITHOUT THE APPROVAL OF THE DEPARTMENT
OF VETERANS AFFAIRS OR ITS AUTHORIZED
AGENT.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated February 2, 2004 together with all Riders to this document.

(B) "Borrower" is Della L. Chipman
Jon Kevin Chipman, Wife and Husband

Borrower is the trustor under this Security Instrument.

(C) "Lender" is AMERIGROUP MORTGAGE CORPORATION , a Division of Mortgage Investors Corporation
Lender is a Corporation
organized and existing under the laws of Ohio

433115

IDAHO-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3013 1/01

 -6 B(ID) (0005)

Page 1 of 15

Initials: _____

VMP MORTGAGE FORMS - (800)521-7291

Lender's address is 6090 CENTRAL AVENUE, ST. PETERSBURG, FL 33707

(D) "Trustee" is First American Title Company of Idaho, Inc. Boise, ID 83704

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated **February 2, 2004**. The Note states that Borrower owes Lender **one hundred ninety-two thousand two hundred and 00/100** Dollars

(U.S. \$192,200.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **March 1, 2034**

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|---|---|---|
| ☒ Adjustable Rate Rider | ☐ Condominium Rider | ☐ Second Home Rider |
| ☐ Balloon Rider | ☐ Planned Unit Development Rider | ☐ 1-4 Family Rider |
| ☒ VA Rider | ☐ Biweekly Payment Rider | ☐ Other(s) [specify] |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

433115

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County [Type of Recording Jurisdiction] of Ada [Name of Recording Jurisdiction] :

SEE EXHIBIT A ATTACHED AND MADE PART HEREOF.

Parcel ID Number: 100S0414223450
6318 West Moon Valley Road
Eagle
("Property Address"):

which currently has the address of
[Street]
[City], Idaho 83616 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclosure and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

433115



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E FRONT ST STE 648 PO BOX 83720 • BOISE, ID 83720-0098

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

Brad Little
Governor

Gary Spackman
Director

August 18, 2021

DELLA L CHIPMAN
JON KEVIN CHIPMAN
6318 W MOON VALLEY RD
EAGLE ID 83616-4350

Re: Change in Ownership for Water Right No: 63-19498

Dear Water Right Holders:

The Department of Water Resources (Department) 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 me at (208) 287-4920 or debby.judd@idwr.idaho.gov.

Sincerely,

Debby Judd
Technical Records Specialist

Enclosures