

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

DEC 29 2017

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
78-4009	Yes ☐		Yes ☐		Yes ☐
78-4014	Yes ☐		Yes ☐		Yes ☐
~~78-4008~~	Yes ☐		Yes ☐		Yes ☐
NOT COVERED ON DEED	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: David O. Byars III
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Russell D. Chapple
Name of each new owner as listed on the conveyance document

Kristy L. Chapple
New owner continued Name connector ☐ and ☐ or ☒ and/or

5436 Highway 95
Mailing address

New Meadows Idaho 83604
City State ZIP

208-608-4713 kristyc@fairwaymc.com
Telephone Email

SUPPORT DATA

IN FILE #

78-4009

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: December 20, 2017

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: Russell Chapple Title, if applicable _____ Date 12-19-17

Signature: Kristy Chapple Title, if applicable _____ Date 12/19/17

For IDWR Office Use Only:

Received by CS Date 12/29/17 Receipt No. W045947 Receipt Amt. \$75.00

Approved by CS Processed by CS Date 1/24/17

\$25.00 refund
1/24/17

Fee: 15.00

COPY

#17-1309

Exhibit 'A'

Township 22 North, Range 1 East, Boise Meridian, Adams County, Idaho

Section 27: A parcel of land situated in the SW1/4NE1/4 more particularly described as follows:

Commencing at a brass cap marking the $\frac{1}{4}$ corner common to Sections 26 and 27, T22NR1EEM, Adams County, Idaho;

Thence North $89^{\circ}53'23''$ West 1718.08 feet along the center section line of said Section 27 to the West right-of-way of State Highway 95;

Thence 328.99 feet along a non-tangent curve to the right whose long chord bears North $20^{\circ}43'49''$ West 328.60 feet, whose radius is 1960.00 feet and delta angle is $09^{\circ}37'02''$ along said West right-of-way to the REAL POINT OF BEGINNING;

Thence South $80^{\circ}58'54''$ West 174.01 feet;

Thence 161.99 feet along a non-tangent curve to the right whose long chord bears North $13^{\circ}33'38''$ West 161.95 feet whose radius is 2133.37 feet and delta angle is $04^{\circ}21'02''$;

Thence South $80^{\circ}58'54''$ West 126.00 feet;

Thence 106.49 feet along a non-tangent curve to the right whose long chord bears North $09^{\circ}38'02''$ West 106.48 feet whose radius is 2059.90 feet and delta angle is $02^{\circ}57'43''$;

Thence North $08^{\circ}12'13''$ West 223.51 feet;

Thence North $11^{\circ}55'50''$ East 595.90 feet to the North boundary of said SW1/4NE1/4 at its intersection with the West right-of-way of State Highway 95;

Thence South $22^{\circ}46'48''$ East 129.17 feet along said right-of-way to Station 394+50.0;

Thence South $22^{\circ}35'03''$ East 249.30 feet along said right-of-way to Station 391+90.02;

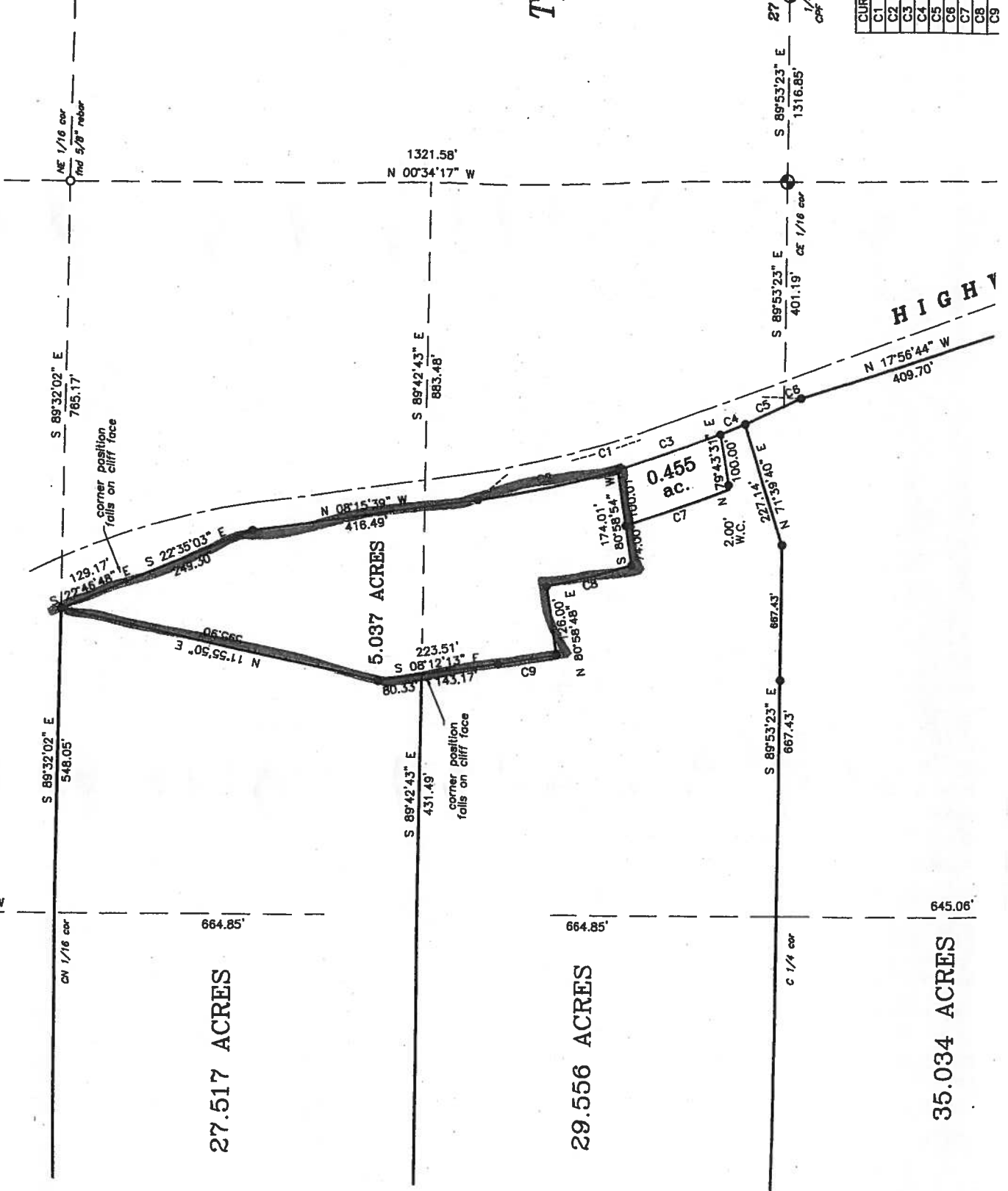
Thence South $08^{\circ}15'39''$ East 416.50 feet along said right-of-way to Station 387+96.37;

Thence 264.23 feet along a curve to the left whose radius is 1960.00 feet and delta angle is $07^{\circ}43'27''$ along said right-of-way to the REAL POINT OF BEGINNING.

Instrument # 103820

COUNCIL, ADAMS, IDAHO
2003-06-02 02:08:48 No. of Pages: 1
Recorded for: JOEL DROULARD
MICHAEL FISK
Ex-Officio Recorder Deputy
Inspection Survey

I, Joe
do hereby
notes
in the
the F
said



COMPLIMENTS OF

Timberline Title & Escrow

THIS SKETCH IS FURNISHED TO ASSIST
PROPERTY LOCATION AND IS NOT A
DOES NOT GUARANTEE ITS ACCURACY

CURVE

WARRANTY DEED
(In Lieu of Foreclosure)
Mortgages

COPY

For the good and valuable considerations hereinafter set forth, receipt of which is hereby acknowledged, I/We, DANIEL N. CUMMINS, a married man as his sole and separate property at time of acquiring property, now an unmarried man

hereinafter called Grantor, does hereby grant and convey to DAVID O. BYARS, III, an unmarried man, whose current address is P.O. Box 1044, McCall, ID 83638

hereinafter called Grantee, the following real property situated in Adams County, Idaho:

SEE ATTACHED EXHIBIT 'A' MADE A PART HERETO:

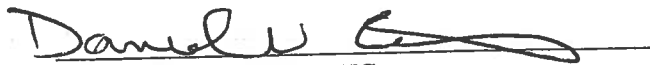
The title to said property is hereby warranted by Grantor against all persons whomsoever, subject to the matters above set forth. It is further warranted and covenanted by Grantor in executing this deed, and agreeably by Grantee in accepting it, as follows:

1. That the consideration for the execution of this deed consists of:
 - a. Full reconveyance of record of that certain Deed of Trust by Grantee, which Deed of Trust was dated May 31, 2007 and recorded in the office of the County Recorder of the aforementioned county and state as Instr. No. 114526 on June 1, 2007, and the surrender and cancellation of the promissory note or notes or other evidence of debt secured by said deed of trust.
 - b. The full and absolute release of Grantor from all liability of any and all promissory notes, debts, obligations, costs or charges, the payment of which was secured either by the Deed of Trust specifically referred to in paragraph (a) above or by any other Deed of Trust or encumbrance on the same property, which may have been assumed or created by Grantor as an obligation at the time of or subsequent to Grantor's acquisition of the title to said property and which last mentioned deed of trust or encumbrance, if any, with the debts and obligations thereby secured, Grantee has assumed and agreed to pay by specific provisions herein before set forth in this deed; and
 - c. In addition to a. and b. above, the cash payment by Grantee to Grantor of the sum of TEN DOLLARS AND NO/100.
2. That the total consideration, set forth in 1. above, for the execution of this deed is equal to and represents the fair value of the real property described herein and includes the fair and reasonable value for Grantor's interest in said property.
3. This deed, given for the express consideration set forth in 1. above, is executed voluntarily and not as a result of duress or threats of any kind, and is beneficial and not given to hinder, delay or defraud the rights of creditors or contravene the bankruptcy laws of the United States.
4. This deed is not given as security for the payment or repayment of money or indebtedness, or as security of any kind or nature and there

is no agreement or understanding, oral or written, between Grantor and Grantee herein, or any other person whomsoever relative to a reconveyance of the above described property to said Grantor, or to a sale or conveyance to anyone else for the benefit of Grantor, or to any division of any proceeds realized from said property by sale or otherwise.

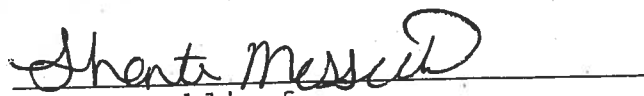
5. That the actual possession of the property herein conveyed has been surrendered and delivered to Grantee and Grantor intends by this deed to vest the absolute and unconditional title to said property in Grantee, and forever to stop and bar Grantor and Grantor's heirs, executors or administrators from having or claiming any right, title or interest of any nature whatsoever, either in law or in equity, or in possession or in expectancy, in and to said property.
6. That we are solvent and have no other creditors whose rights would be prejudiced by said conveyance. The Deed was not given as a preference against any other of our creditors.
7. That at the time it is given there are no other persons, firms or corporations other than the Grantee therein named interested either directly or indirectly in said land and personal property, and that I am not obligated upon any bond or other mortgage or deed of trust or contract where any lien has been created or exists against the premises described in said deed.
8. That it was my intention as Grantor to convey, and by said deed did convey to the Grantee therein all our right, title and interest absolutely in and to the land in said deed.

Dated: September 10TH, 2008


DANIEL N. CUMMINS

STATE OF WYOMING)
 : ss
County of SHERIDAN)

On this 10th day of September, 2008, before me, a Notary Public for said state, personally appeared DANIEL N. CUMMINS known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that he executed the same.


Notary Public for:
Residing at
Commission expires:

#08-1655

Instrument # 117108

COUNCIL, ADAMS, IDAHO
9-17-2008 10:00:15 No. of Pages: 3
Recorded for : TIMBERLINE TITLE & ESCROW
SHERRY WARD Fee: 9.00
Ex-Officio Recorder Deputy
Index to: DEED

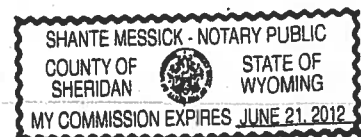


EXHIBIT 'A'

~~Township 22 North, Range 1 East, Boise Meridian, Adams County,~~
Idaho

Section 27: A parcel of land situated in the SW1/4NE1/4 more particularly described as follows:

Commencing at a brass cap marking the ¼ corner common to Sections 26 and 27, T22NR1EBM, Adams County, Idaho;

Thence North 89°53'23" West 1718.08 feet along the center section line of said Section 27 to the West right-of-way of State Highway 95;

Thence 328.99 feet along a non-tangent curve to the right whose long chord bears North 20°43'49" West 328.60 feet, whose radius is 1960.00 feet and delta angle is 09°37'02" along said West right-of-way to the REAL POINT OF BEGINNING;

Thence South 80°58'54" West 174.01 feet;

Thence 161.99 feet along a non-tangent curve to the right whose long chord bears North 13°33'38" West 161.95 feet whose radius is 2133.37 feet and delta angle is 04°21'02";

Thence South 80°58'54" West 126.00 feet;

Thence 106.49 feet along a non-tangent curve to the right whose long chord bears North 09°38'02" West 106.48 feet whose radius is 2059.90 feet and delta angle is 02°57'43";

Thence North 08°12'13" West 223.51 feet;

Thence North 11°55'50" East 595.90 feet to the North boundary of said SW1/4NE1/4 at its intersection with the West right-of-way of State Highway 95;

Thence South 22°46'48" East 129.17 feet along said right-of-way to Station 394+50.0;

Thence South 22°35'03" East 249.30 feet along said right-of-way to Station 391+90.02;

Thence South 08°15'39" East 416.50 feet along said right-of-way to Station 387+96.37;

Thence 264.23 feet along a curve to the left whose radius is 1960.00 feet and delta angle is 07°43'27" along said right-of-way to the REAL POINT OF BEGINNING.

INSTRUMENT NO. **107728**
PAGE 2 OF 2

QUITCLAIM DEED

Instrument # 107728

COUNCIL, ADAMS, IDAHO

2004-12-03

02:27:06 No. of Pages: 2

Recorded for : WILCOX & ARMENT

MICHAEL FISK

Fee: 8.00

Ex-Officio Recorder Deputy

Index to: DEED

Sarah Wilcox

FOR VALUE RECEIVED, DANIEL CUMMINS and COLLEEN CUMMINS, husband
and wife, do hereby convey, release, remise and forever quitclaim unto DANIEL CUMMINS, at
P. O. Box 1275, McCall, Idaho 83638, the following described premises, to-wit:

RECEIVED

Township 22 North, Range 1 East, Boise Meridian, Adams County, Idaho

Section 27: A parcel of land situated in the SW 1/4 NE 1/4, more particularly
described as follows:

Commencing at a brass cap marking the 1/4 corner common to Sections 26 and
27, T22NR1EBM, Adams County, Idaho;

Thence North 89°53'23" W. 1718.08 feet along the center section line of said
Section 27 to the West right-of-way of State highway 95;

Thence 328.99 feet along a non-tangent curve to the right whose long chord bears
North 20°43'49" West 328.60 feet, whose radius is 1960.00 feet and delta angle is
09°37'02" along said West right of way to the REAL POINT OF BEGINNING;

Thence South 80°58'54" West 174.01 feet;

Thence 161.99 feet along a non-tangent curve to the right whose long chord bears
North 13°33'38" West 161.95 feet whose radius is 2133.37 feet and delta angle is
04°21'02";

Thence South 80°58'54" West 126.00 feet;

Thence 106.49 feet along a non-tangent curve to the right whose long chord bears
North 09°38'02" West 106.48 feet whose radius is 2059.90 feet and delta angle is
02°57'43";

Thence North 08°12'13" West 223.51 feet;

Thence North 11°55'50" East 595.90 feet to the North boundary of said SW 1/4
NE 1/4 at its intersection with the West right-of-way of State highway 95;

Thence S/ 22°46'48" East 129.17 feet along said right-of-way to Station 394+50.0;

Thence South 22°35'03" East 249.30 feet along said right-of-way to Station
391+90.02;

Thence South 08°15'39" East 416.50 feet along said right-of-way to Station 387+96.37;

Thence 264.23 feet along a curve to the left whose radius is 1960.00 feet and delta
angle is 07°43'27" along said right of way to the REAL POINT OF BEGINNING.

together with their appurtenances.

DATED: November 11, 2004

Daniel Cummins
Daniel Cummins

Colleen Cummins
Colleen Cummins

STATE OF IDAHO)

) ss.

County of Valley)

On this 5th day of November, 2004, before me, CONNIE HEINZMANN, a Notary Public in and for said State, personally appeared DANIEL CUMMINS and COLLEEN CUMMINS, known or identified to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and notary seal the day and year first written in this certificate.



Connie M. Heinzmann
Notary Public for Idaho
Residing at: 5 McCall
My Commission Expires: 1/1/2010



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

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

January 24, 2018

RUSSELL D CHAPPLE
KRISTY L CHAPPLE
5436 HWY 95
NEW MEADOWS ID 83654

RE: Notice of Ownership Change in Water Right No's: 78-4009 & 78-4014

Dear Applicants,

The Department acknowledges the receipt of correspondence changing ownership of the above referenced water rights to you. The Department has modified its records to reflect the change in ownership and has enclosed computer-generated reports for your records.

Water right 78-4008 cannot be changed at this time without further documentation. The place of use (POU) for this water right is not covered on the deed provided with your ownership change application. If you do own the parcel (RP22N01E271205) that the water right is located on, please submit a conveyance document showing this along with a new ownership change application and fee. I have included a proof report and map for 78-4008 for reference. A \$25 refund will be submitted and sent to the payer (TIMBERLINE TITLE & ESCROW INC) under separate cover.

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.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right, to the Department. Notice of the change must be provided to the Department within 120 days of the change. Change reporting forms are available from any office of the Department, or at www.idwr.idaho.gov.

Thank you for your patience and cooperation. Please call (208)334-2190 if you have any questions concerning the enclosed information.

Sincerely,

Chad Jones
Office Specialist II
Western Regional Office

Enclosures

Jones, Chad

From: Jones, Chad
Sent: Wednesday, January 24, 2018 10:43 AM
To: Marston, Sascha
Subject: Refund - TIMBERLINE TITLE & ESCROW

TO: Sascha Marston

FROM: Chad Jones

DATE: January 24, 2018

RE: Refund: Ownership Change 78-4008, 78-4009 & 78-4014

Please refund \$25. The POU for 78-4008 is not located on the parcel covered on the applicant's deed. 78-4009 & 78-4014 were successfully changed over, but without further documentation, 78-4008 cannot be processed. The new owners are Russell D & Kristy L Chapple, but the fee was provided by TIMBERLINE TITLE & ESCROW.

Please issue a refund of \$25 to:

TIMBERLINE TITLE & ESCROW
104 INDUSTRIAL AVE
COUNCIL ID 83612

RECEIPT #

W045947