

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JAN 08 2013

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
63-28427	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

Brad Forp

Name of current water right holder/claimant

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

Tina Pinz

Name of each new owner as listed on the conveyance document

New owner continued

Name connector

☐ and

☐ or

☐ and/or

27071 Hatch Lane

Mailing address

Parma, ID

City

ID

State

83660

ZIP

208 722-7520

Telephone

tina.pinz@gmail.com

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: JAN 14 1994

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:

Tina Pinz

Signature of new owner/claimant

Title, if applicable

1-7-2013

Date

Signature:

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by

DP

Date

1-8-13

Receipt No.

C096398

Receipt Amt.

\$25.00

Approved by

DP

Processed by

DP

Date

2/7/2013

INSTRUMENT NO. 9500843

WARRANTY DEED

FOR VALUE RECEIVED BRADLEY L. FORD and BRENDA K. FORD, husband and wife

the Grantees, do hereby grant, bargain, sell and convey unto CRAIG BO PINZ and TINA PINZ, husband and wife

the Grantees, whose address is 27071 HATCH LANE, PARMA, ID

the following described premises, to-wit:

SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantees do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances; except for general taxes and assessments for the year 1995 and subsequent years, covenants, conditions, restrictions and easements of record; and that they will warrant and defend the same from all lawful claims whatsoever.

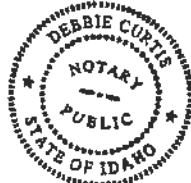
DATED: January 9, 1995

Bradley L. Ford
BRADLEY L. FORD

Brenda K. Ford
BRENDA K. FORD

STATE OF IDAHO
COUNTY OF CANYON

On this 9 day of January, 1995, before me a notary public, personally appeared BRADLEY L. FORD AND BRENDA K. FORD, 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 have executed the same.



Debbie Curtis
Notary Public
Residing in Meridian, Idaho
My commission expires: 9/21/99

1995-000843

PIONEER TITLE COMPANY
OF CANYON COUNTY

100 10TH AVE SOUTH
NAMPA, IDAHO 83651

423 SOUTH KIMBALL
CALDWELL, ID 83605

EXHIBIT "A"

Northeast Quarter of the Southeast Quarter of Section 33, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho.

EXCEPTING THEREFROM the following:

Exception No. 1: That part of the Northeast Quarter of the Southeast Quarter of Section 33, Township 5 North, Range 5 West, Boise Meridian, described as follows:

Commencing at the Southeast corner of the said Northeast Quarter of the Southeast Quarter being the real point of beginning; thence 490 feet West along the South boundary line of the said Northeast Quarter of the Southeast Quarter; thence 710 feet North parallel with the East boundary line of the said Northeast Quarter of the Southeast Quarter; thence 490 feet, more or less, East parallel with the South boundary line of the said Northeast Quarter of the Southeast Quarter to the East boundary line of said Northeast Quarter of the Southeast Quarter; thence South along the East boundary line of the said Northeast Quarter of the Southeast Quarter to the Point of Beginning.

Exception No. 2: That part of the Northeast Quarter of the Southeast Quarter of Section 33, Township 5 North, Range 5 West, Boise Meridian, described as follows:

Commencing at the Northwest corner of the said Northeast Quarter of the Southeast Quarter being the real point of beginning; thence 510 feet East along the North boundary line of the said Northeast Quarter of the Southeast Quarter; thence 270 feet South on a line parallel to the West boundary line of the said Northeast Quarter of the Southeast Quarter; thence 320 feet, more or less, in a Southerly direction to a point which is 590 feet South of and 480 feet East of the Northwest corner of the said Northeast Quarter of the Southeast Quarter; thence 847 feet, more or less, in a Southwesterly direction to a point which is 1,320 feet South of the 30 feet East of the Northwest corner of the said Northeast Quarter of the Southeast Quarter; thence 30 feet West on a line parallel with the North line of the said Northeast Quarter of the Southeast Quarter to the West line of the said Northeast Quarter of the Southeast Quarter; and thence North 1,320 feet, more or less, along the West line of the said Northeast Quarter of the Southeast Quarter to a Point of Beginning.

1995-000843

REQUEST
TYPE *Deed* *Fee* *600*
PIONEER - NAMPA

CLERK
CANYON COUNTY RECORDER
BY *W. E. Kelly* *Rec*

95 JUN 11 PM 2 19

RECORDED

9500843

COMMITMENT
Schedule A - Tax Title

This document is a true and correct copy of the original as the same appears in the office.

DATED: 2-6-2013

CHRIS YAMAMOTO, Clerk of the District Court
and Ex-Officio Recorder
By *[Signature]* Deputy





Pioneer Title Co.

GOING BEYOND

610 South Kimball Avenue / Caldwell, Idaho 83605 / 208-459-1651

TO: **Tina Pinz**
27071 Hatch Ln.
Parma, Idaho 83660

DATE: **February 11, 2008**
ORDER NO.: **200708799**

RE: **Tina Pinz**

Enclosed:

Quitclaim Deed No. 2008003485

Thank you for giving us the opportunity to serve you. We appreciate your business and will strive to merit the confidence you have shown in us.

If you have any questions, please contact the following:

TITLE OFFICER

Jennifer Jones
(208) 455-7346
Fax (208) 459-6635
jenniferj@pioneercanyon.com

ESCROW OFFICER

Jill Farwell
(208) 455-7312
Fax (208) 455-1138
jillf@pioneercanyon.com

VISIT US AT OUR WEBSITE – WWW.PIONEERTITLECO.COM

RECORDATION REQUESTED BY:
Alpha Mortgage Fund II, LLC
3355 N. Lakeharbor Ln., Suite 104
Boise, Idaho 83703

WHEN RECORDED MAIL TO:
Alpha Mortgage Fund II, LLC
3355 N. Lakeharbor Ln., Suite 104
Boise, Idaho 83703

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

[THIS DEED OF TRUST SECURES A NOTE WHICH PROVIDES FOR A VARIABLE INTEREST RATE]

DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY INTEREST AND FIXTURE FILING

THIS DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY INTEREST AND FIXTURE FILING is dated January 17th, 2008 among Tina Pinz, a married woman as her sole and separate property, whose address is 27071 Hatch Ln.; Parma, ID 83660 (referred to below as "Grantor"); ALPHA MORTGAGE FUND II, An Idaho Limited Liability Company, As Trustee For The Benefit On A Parity Of All Variable Rate 30-Year (Series "II-A") Debenture Holders, whose address is 3355 N. Lakeharbor Ln., Suite 104, Boise, Idaho 83703 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Pioneer Title Company, whose address is 8151 W. Rifleman St.; Boise, ID 83704 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY IN TRUST, WITH POWER OF SALE AND RIGHT OF ENTRY, to Trustee for the benefit of Lender as Beneficiary, TO HAVE AND TO HOLD, all of Grantor's right, title and interest, now owned or hereafter acquired, including any revision or remainder interest, in and to the real property more particularly described on Exhibit A attached hereto and incorporated herein by this reference, either located within an incorporated city or village as of the date hereof or containing not more than forty acres, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties and profits relating to the real property, including without limitation, all minerals, oil, gas, geothermal and similar matters, located in Canyon County, State of Idaho (the "Real Property").

The Real Property or its address is commonly known as: 27071 Hatch Ln.; Parma, Idaho 83660

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title and interest (including any leasehold estate) in and to all present and future Leases of the Property and all Rents from the Property, subject to the right given to Beneficiary to collect and apply such Rents. In addition, Grantor grants Lender a Uniform Commercial Code security interest in the Rents and the Personal Property defined below.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE: (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THE OTHER LOAN DOCUMENTS AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

1. **DEFINITIONS.** The following words shall have the following meanings when used in this Deed of Trust. Terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States.

- 1.1 **Beneficiary.** The word "Beneficiary" means ALPHA MORTGAGE FUND II, An Idaho Limited Liability Company, As Trustee For The Benefit On A Parity Of All Variable Rate 30-Year (Series "II-A") Debenture Holders, its successors and assigns. ALPHA MORTGAGE FUND II, An Idaho Limited Liability Company, As Trustee For The Benefit On A Parity Of All Variable Rate 30-Year (Series "II-A") Debenture Holders is also referred to as "Lender" in this Deed of Trust. Notwithstanding the foregoing, as used in this Deed of Trust, the term "Beneficiary" shall mean the owner and holder of the Note, whether or not named as Beneficiary herein.

21.13 Invalidity of Certain Provisions. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the Indebtedness, or if the lien is invalid or unenforceable as to any part of the Property, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payment made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the Indebtedness which is not secured or fully secured by the lien of this Deed of Trust.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL OF THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

x

Tina Pinz

this instru
10-Title 5.
Homestead
other purpose

by
with
date, rate
not joining in

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF IDAHO

)
) ss

COUNTY OF _____

On _____ day of January 2008, before me, _____, a Notary Public in and for the State of Idaho, personally appeared Tina Pinz, 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.

NOTARY PUBLIC FOR THE STATE OF IDAHO

Residing at: _____

My commission expires: _____

ACCEPTANCE

The undersigned, Beneficiary, hereby accepts and approves the above Deed of Trust.

ALPHA MORTGAGE FUND II, An Idaho Limited Liability Company, As Trustee For The Benefit On A Parity Of All Variable Rate 30-Year (Series "II-A") Debenture Holders
By: Alpha Lending, LLC, Its Manager

x

_____ executes
this instrument to comply with Chapter
10-Title 55 Idaho Code, relating to
Homesteads, and not joining in for any
other purpose.

By: _____

Name: Timbre Wolfe

Title: President



12-19-2012

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 63-28427

WATER RIGHT NUMBER: 63-28427

Owner Type: Name and Address

Current Owner BRAD FORD
27071 HATCH LN
PARMA, ID 83660
(208)722-6841

Current Owner BRENDA FORD
27071 HATCH LN
PARMA, ID 83660
(208)722-6841

Priority Date: 1/1/1980

Basis: Decreed

Status: Active

Source: Tributary:

GROUND WATER N/A

<u>Beneficial Use:</u>	<u>From / To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
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STOCKWATER	1/01 to 12/31	0.230 CFS	
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02/14/2012 Proof Report for Water Right Number 63-28427

Total Diversion 0.240 CFS