

RECEIVED

JAN 04 2020

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDepartment of Water Resources
Eastern Region**Notice of Security Interest in a Water Right**and a request to be notified of a change in ownership or any proposed
or final action to amend, transfer, or otherwise modify the water right(s)

Attach pages with additional information. Incomplete forms will be returned.

1. Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
~~33-88~~	33-15087		
~~33-89~~	33-15088		
~~33-93D~~	33-15089		
~~33-2089~~	33-15090		

2. The following **REQUIRED** information must be submitted with this form:A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**B) A **FEE of \$25.00 per** water right or adjudication claim.

3. Name and Mailing Address of Person or Company Holding Security Interest

The Bank of Commerce

P.O. Box 1046

Blackfoot, ID 83221

Phone (208)785-6843

Email blackfoot@bankofcommerce.org

4. Name of Water Right Owner/Claimant(s)

Tad & Becky Waymire

5. Expiration Date of Notification Period

10/23/2030

6. Is this a Renewal of Request for Notification?

☐ YES ☒ NO

7. Signature(s) of Security Interest Holder(s)



Title, if applicable

V.P./Loan Officer

For Office Use Only

Received by Date 1/5/2021Receipt No. 5046543Fee \$200.-

Processed by AJ

Date

WR

Date

\$100.- for this app.

complete with another app filed 7/30/2021

correspondence mailed 8/16/2021

no refund required.

932617

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LOAN NUMBER: 4013812932

COMMERCIAL REAL ESTATE DEED OF TRUST

This COMMERCIAL REAL ESTATE DEED OF TRUST ("Security Instrument") is made on November 18, 2020 by the grantor(s) TAD MERL WAYMIRE, HUSBAND, whose address is 6224 NORTH LITTLE LOST RIVER HIGHWAY, HOWE, Idaho 83244-8739, and BECKY JANE WAYMIRE, WIFE, whose address is 6224 NORTH LITTLE LOST RIVER HIGHWAY, HOWE, Idaho 83244-8739 ("Grantor"). The trustee is FIRST AMERICAN TITLE COMPANY, whose address is 168 WEST PACIFIC STREET, BLACKFOOT, ID 83221 ("Trustee"). The beneficiary is The Bank of Commerce whose address is 624 Jensen Grove Drive, Blackfoot, Idaho 83221 ("Lender"), which is organized and existing under the laws of the State of Idaho. Grantor owes Lender the principal sum of Two Hundred Thirty-four Thousand Two Hundred Three and 00/100 Dollars (U.S. \$234,203.00), which is evidenced by the promissory note dated November 18, 2020. Grantor in consideration of this loan and any future loans extended by Lender up to a maximum principal amount of Two Hundred Thirty-four Thousand Two Hundred Three and 00/100 Dollars (U.S. \$234,203.00) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, irrevocably grants, conveys and assigns to Trustee, in trust, with power of sale, the following described property located in the County of Butte, State of Idaho:

Address: SECTION 4 AND SECTION 9, TOWNSHIP 9 NORTH, RANGE 27 EAST BOISE MERIDIAN, BUTTE COUNTY, Idaho 83244

Legal Description: SEE EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART HEROF. The following to be included in the Deed of Trust as a Fixture Filing: All sprinkler equipment, including pumps, motors, buried and portable mainline, panels, pivots, and all other lines now owned or hereafter acquired.

Also to include:

- Water Right 33-88, Decreed, 4/15/1906 Priority Date, Little Lost River, 1.4 CFS, 3.3 GPM, 189.5 acres
- Water Right 33-89, Decreed, 4/15/1891 Priority Date, Wet Creek, 0.2 CFS, 0.5 GPM, 189.5 acres
- Water Right 33-93D, Decreed, 4/15/1891 Priority Date, Dry Creek, 1.6 CFS, 9.0 GPM, 80 acres
- Water Right 33-2089, Decreed, 12/03/1959 Priority Date, Groundwater, 2.3 CFS, 5.5 GPM, 663.25 AF, 3.5 AFA, 189.5 acres

The above water rights, when combined, are limited to 3.79 CFS, 9.0 GPM, over 189.5 acres. The groundwater well has an approximately 100 foot lift. Surface water rights peter out towards the end of July, early August and then the well is used. The water rights cover the subject and adjoining ground owned by the Waymires.

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in



E-RECORDED

simplifile

ID: 58817County: ButteDate: 11-19-2020Time: 9:45 am932617

(Space Above This Line For Recording Data)

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Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in



03

connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

This is a **PURCHASE MONEY DEED OF TRUST**.

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

INDEBTEDNESS. This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from TAD MERL WAYMIRE and BECKY JANE WAYMIRE to The Bank of Commerce, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness").

MATURITY DATE. The Indebtedness, if not paid earlier, shall be due on November 18, 2030.

FUTURE ADVANCES. To the extent permitted by law, this Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under the note and regardless of whether Lender is obligated to make such future advances.

WARRANTIES. Grantor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

Performance of Obligations. Grantor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

Defense and Title to Property. At the time of execution and delivery of this instrument, Grantor is lawfully seized of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Grantor covenants that the Property is unencumbered and free of all liens, except for encumbrances of record acceptable to Lender. Further, Grantor covenants that Grantor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

Condition of Property. Grantor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

Removal of any Part of the Property. Grantor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

Alterations to the Property. Grantor promises to abstain from the commission of any waste on or in connection with the Property. Further, Grantor shall make no material alterations, additions, or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions, or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Grantor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without

limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

Due on Sale - Lender's Consent. Grantor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

Insurance. Grantor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. The insurance company shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 10 days notice prior to cancellation. At Lender's discretion, Grantor may be required to produce receipts of paid premiums and renewal policies. If Grantor fails to obtain the required coverage, Lender may do so at Grantor's expense. Grantor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Grantor.

Payment of Taxes and Other Applicable Charges. Grantor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Grantor or the Property.

Environmental Laws and Hazardous or Toxic Materials. Grantor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Grantor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Grantor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Grantor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in connection with: (a) any environmental laws affecting all or any part of the Property or Grantor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Grantor or Grantor's failure to comply fully and timely with environmental laws.

Financial Information. Grantor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Grantor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records, and files of Grantor.

Lender's Right to Enter. Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Grantor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Grantor.

ASSIGNMENT OF LEASES AND RENTS. As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Grantor hereby assigns and transfers over to Lender any present or future leases, subleases, or licenses of the Property, including any guaranties, extensions, amendments, or renewals thereof, and all rents, income, royalties, and profits derived from the use of the Property or any portion of it, whether due or to become due (collectively the "Rents"). So long as Grantor is not in default, Grantor may receive, collect and enjoy all Rents accruing from the Property, but not more than one month in advance of the due date. Lender may also require Grantor, tenant and any other user of the Property to make payments of Rents

directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

CONDEMNATION. Grantor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

GRANTOR'S ASSURANCES. At any time, upon a request of Lender, Grantor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

ATTORNEY-IN-FACT. Grantor appoints Lender as attorney-in-fact on behalf of Grantor. If Grantor fails to fulfill any of Grantor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Grantor. This power of attorney shall not be affected by the disability of the Grantor.

EVENTS OF DEFAULT. The following events shall constitute default under this Security Instrument (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents;
- (c) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Grantor or any person obligated on the Indebtedness;
- (d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Grantor or of any person or entity obligated on the Indebtedness;
- (e) Any assignment by Grantor for the benefit of Grantor's creditors;
- (f) A material adverse change occurs in the financial condition, ownership, or management of Grantor or any person obligated on the Indebtedness; or
- (g) Lender deems itself insecure for any reason whatsoever.

REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Grantor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the Property, including surveys. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lender's possession until the Indebtedness is paid in full.

IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE GRANTOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys' fees, rendering any surplus to the party or parties entitled to it. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made in it. If Lender chooses to invoke the power of sale, Lender or Trustee will provide notice of sale pursuant to applicable law. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointments confers. Grantor hereby irrevocably consents to such appointment and waives notice of any application therefor.

NO WAIVER. No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

SUBSTITUTE TRUSTEE. Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

JOINT AND SEVERAL LIABILITY. If this Security Instrument should be signed by more than one person, all persons executing this Security Instrument agree that they shall be jointly and severally bound, where permitted by law.

SURVIVAL. Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns, and successors of Grantor.

NOTICES AND WAIVER OF NOTICE. Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective: (i) when it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Any such notice shall be addressed to the party given at the beginning of this Security Instrument unless an alternative address has been provided to Lender in writing. To the extent permitted by law, Grantor waives notice of Lender's acceptance of this Security Instrument, defenses based on suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

TO THE EXTENT PERMITTED BY LAW, GRANTOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.

WAIVER OF APPRAISEMENT RIGHTS. Grantor waives all appraisement rights relating to the Property to the extent permitted by law.

LENDER'S EXPENSES. Grantor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Security Instrument or in the event Lender is made party to any litigation

because of the existence of the Indebtedness or this Security Instrument, as well as court costs, collection charges and reasonable attorneys' fees and disbursements.

HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION. Default shall also exist if any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetland to produce or to make possible the production of an agricultural commodity, as provided by 7 CFR Part 12.

ASSIGNABILITY. Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Grantor. Grantor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

GOVERNING LAW. This Security Instrument will be governed by the laws of the State of Idaho including all proceedings arising from this Security Instrument.

SEVERABILITY. If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

ORAL AGREEMENTS DISCLAIMER. This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

NOTICE

UNDER IDAHO LAW, ANY PROMISE BY THE BANK TO GRANT OR EXTEND EXISTING CREDIT TO YOU MUST BE IN WRITING TO BE LEGALLY BINDING UPON THE BANK IF THE ORIGINAL AMOUNT OF CREDIT IS \$50,000.00 OR MORE.

By signing this Security Instrument, each Grantor acknowledges that all provisions have been read and understood.

 11/18/20
TAD MERL WAYMIRE Date
Individually

 11/18/2020
BECKY JANE WAYMIRE Date
Individually

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IDAHO)
COUNTY OF Bingham)

On this the 11-18-2020, before me, Tara Rupe, personally appeared TAD MERL WAYMIRE, HUSBAND, and BECKY JANE WAYMIRE, WIFE, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and my official seal.

My commission expires: 08-04-2026

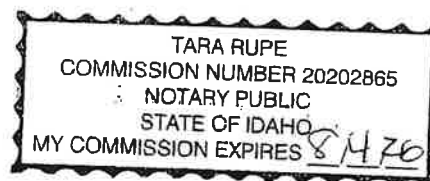
Tara Rupe

residing at

Blackfoot, ID.

Identification Number

(Official Seal)



THIS INSTRUMENT PREPARED BY:
The Bank of Commerce
624 Jensen Grove Drive
Blackfoot, ID 83221-0000

AFTER RECORDING RETURN TO:
The Bank of Commerce
624 Jensen Grove Drive
Blackfoot, ID 83221-0000

EXHIBIT 'A'

LEGAL DESCRIPTION:

PARCEL 1:

TOWNSHIP 9 NORTH, RANGE 27 EAST OF THE BOISE MERIDIAN, BUTTE COUNTY, IDAHO,

SECTION 4: SW¹/₄ SE¹/₄, E¹/₂ SW¹/₄

LESS THE FOLLOWING:

LOT 6, SECTION 4, TOWNSHIP 9 NORTH, RANGE 27 E.B.M., BUTTE COUNTY, IDAHO

LOT 6 OF SECTION 4, TOWNSHIP 9 NORTH, RANGE 27 E.B.M., BUTTE COUNTY, IDAHO, AS PER OFFICIAL PLATS AND FIELD NOTES OF THE DEPENDENT RESURVEY AND SURVEYS ACCEPTED BY THE CHIEF CADASTRAL SURVEYOR FOR IDAHO ON JUNE 12, 1989, AND DECEMBER 13, 1994, AND OFFICIALLY FILED AT THE IDAHO STATE OFFICE OF THE BUREAU OF LAND MANAGEMENT AT BOISE, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SE¹/₁₆ SECTION CORNER OF SECTION 4, IDENTICAL WITH ANGLE POINT NO. 1 OF LOT 6, AND TRUE POINT OF BEGINNING, WHICH IS AN ALUMINUM POST AS DESCRIBED IN THE OFFICIAL FIELD NOTES OF THE 1989 DEPENDENT RESURVEY; THENCE S. 89°43' W. 16.87 CHS. DIST., ON THE EAST AND WEST CENTER LINE OF THE SE¹/₄ OF SECTION 4, ON LINE 1-2, TO ANGLE POINT NO. 2, WHICH IS AN ALUMINUM POST AS DESCRIBED IN THE OFFICIAL FIELD NOTES OF THE 1989 DEPENDENT RESURVEY; THENCE S. 16°59' E. 9.35 CHS. DIST., ON LINE 2-3, TO ANGLE POINT NO. 3, WHICH IS AN ALUMINUM POST AS DESCRIBED IN THE OFFICIAL FIELD NOTES OF THE 1989 SURVEY; THENCE S. 30°29' E. 5.06 CHS. DIST., ON LINE 3-4, TO ANGLE POINT NO. 4, WHICH IS AN ALUMINUM POST AS DESCRIBED IN THE OFFICIAL FIELD NOTES OF THE 1989 SURVEY; THENCE S. 42°41' E. 7.399 CHS. DIST., ON LINE 4-5, TO THE WITNESS POINT AT THE NORTHWESTERLY CORNER OF THE WATER GAP EASEMENT IN SECTION 4, WHICH IS AN ALUMINUM POST AS DESCRIBED IN THE OFFICIAL FIELD NOTES OF THE 1994 DEPENDENT SURVEY; THENCE S. 42°41' E. 0.595 CHS. DIST., ON LINE 4-5, TO THE WITNESS POINT AT THE SOUTHWESTERLY CORNER OF THE WATER GAP EASEMENT IN SECTION 4, WHICH IS A STAINLESS STEEL POST AS DESCRIBED IN THE OFFICIAL FIELD NOTES OF THE 1994 DEPENDENT RESURVEY; THENCE S. 42°41' E. 1.046 CHS. DIST., ON LINE 4-5, TO ANGLE POINT NO. 5, IDENTICAL WITH ANGLE POINT NO. 2 OF LOT 7 IN SECTION 9, ON THE LINE BETWEEN SECTIONS 4 AND 9, WHICH IS A STAINLESS STEEL POST AS DESCRIBED IN THE OFFICIAL FIELD NOTES OF THE 1994 DEPENDENT RESURVEY; THENCE N. 89°42' E. 5.53 CHS. DIST., BETWEEN SECTIONS 4 AND 9, ON LINE 5-6, COMMON TO LINE 2-1 OF LOT 7 IN SECTION 9, TO THE E¹/₁₆ SECTION CORNER OF SECTIONS 4 AND 9, IDENTICAL WITH ANGLE POINT NO. 6, IDENTICAL WITH ANGLE POLES NO. 1 OF LOT 7 IN SECTION 9, WHICH IS AN ALUMINUM POST AS DESCRIBED IN THE OFFICIAL FIELD NOTES OF THE 1989 DEPENDENT SURVEY;

THENCE N. 0°12' W. 10.00 CHS. DIST., ON THE N. AND S. CENTER LINE OF THE SE¼ OF SECTION 4, ON LINE 6-1, TO THE C-S-SE1/64 SECTION CORNER OF SECTION 4, WHICH IS AN ALUMINUM POST AS DESCRIBED IN THE OFFICIAL FIELD NOTES OF THE 1989 DEPENDENT RESURVEY; THENCE N. 0°12' W. 10.00 CHS. DIST., ON THE N. AND S. CENTER LINE OF THE SE¼ OF SECTION 4, ON LINE 6-1, TO THE SE1/16 SECTION CORNER OF SECTION 4, IDENTICAL WITH ANGLE POINT NO. 1, AND POINT OF BEGINNING, MORE OR LESS, SUBJECT TO THE FOLLOWING WATER GAP EASEMENT: FROM THE WITNESS POINT COMMON TO THE SOUTHWESTERLY CORNER OF THE WATER GAP EASEMENT IN SECTION 4, ON LINE 4-5, HEREINBEFORE DESCRIBED; THENCE N. 62°32' E. 1326 CHS. DIST., ACROSS THE LITTLE LOST RIVER TO THE WITNESS CORNER AT THE SOUTHEASTERLY CORNER OF THE WATER GAP EASEMENT, WHICH IS AN ALUMINUM POST AS DESCRIBED IN THE OFFICIAL FIELD NOTES OF THE 1994 SURVEY; THENCE N. 19°33' W. 0.592 CHS. DIST., TO THE WITNESS POINT AT THE NORTHEASTERLY CORNER OF THE WATER GAP EASEMENT, WHICH IS AN ALUMINUM POST AS DESCRIBED IN THE OFFICIAL FIELD NOTES OF THE 1994 SURVEY; THENCE S. 62°05' W. 1553 CHS. DIST., TO THE WITNESS POINT AT THE NORTHWESTERLY CORNER OF THE WATER GAP EASEMENT, ON LINE 4-5 OF LOT 6, HEREINBEFORE DESCRIBED; THENCE S. 42°41' E. 0.595 CHS. DIST., ON LINE 4-5 OF LOT 6, TO THE WITNESS POINT AT THE SOUTHWESTERLY CORNER OF THE WATER GAP EASEMENT, AND PLACE OF BEGINNING.

PARCEL 2:

TOWNSHIP 9 NORTH, RANGE 27 EAST OF THE BOISE MERIDIAN, BUTTE COUNTY, IDAHO

SECTION 9: NW¼ NW¼ NE¼

Parcel 3:

TOWNSHIP 9 NORTH, RANGE 27 EAST OF THE BOISE MERIDIAN, BUTTE COUNTY, IDAHO,

SECTION 9: S½ NE¼, NW¼ NE¼, NE¼ NW¼

LESS THE FOLLOWING:

LOT 7, SECTION 9, TOWNSHIP 9 NORTH, RANGE 27 E.B.M.
LOT 7 OF SECTION 9, TOWNSHIP 9 NORTH, RANGE 27 E.B.M., BUTTE COUNTY, IDAHO, AS PER OFFICIAL PLAT AND FIELD NOTES OF THE DEPENDENT RESURVEY AND SURVEYS ACCEPTED BY THE CHIEF CADASTRAL SURVEYOR FOR IDAHO ON JUNE 12, 1989, AND DECEMBER 13, 1994, AND OFFICIALLY FILED AT THE IDAHO STATE OFFICE OF THE BUREAU OF LAND MANAGEMENT AT BOISE, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE E1/16 SECTION CORNER OF SECTIONS 4 AND 9, IDENTICAL WITH ANGLE POINT NO. 1, IDENTICAL WITH ANGLE POINT NO. 6 OF LOT 6 IN SECTION 4, AND TRUE POINT OF BEGINNING, WHICH IS AN ALUMINUM POST AS DESCRIBED IN THE OFFICIAL FIELD NOTES OF THE 1989 DEPENDENT SURVEY; THENCE S. 89°42' W. 5.53 CHS.

DIST., BETWEEN SECTIONS 4 AND 9, ON THE 1-2, COMMON TO LINE 6-5 OF LOT 6 IN SECTION 4, TO ANGLE POINT NO. 2, IDENTICAL WITH ANGLE POINT NO. 5 OF LOT 6 IN SECTION 4, WHICH IS AN ALUMINUM POST AS DESCRIBED IN THE OFFICIAL FIELD NOTES OF THE 1989 DEPENDENT RESURVEY; THENCE S. 1°20' E. 18.552 CHS. DIST., ON LINE 2-3, TO THE WITNESS POINT AT THE NORTHWESTERLY CORNER OF THE WATER GAP EASEMENT IN SECTION 9, WHICH IS A STAINLESS STEEL POST AS DESCRIBED IN THE OFFICIAL FIELD NOTES OF THE 1994 SURVEY; THENCE S. 1°20' E. 1,463 CHS. DIST., ON LINE 2-3, TO ANGLE POINT NO. 3, IDENTICAL WITH ANGLE POINT NO. 3 OF LOT 10, ON THE E. AND W. CENTER LINE OF THE NE¼ OF SECTION 9, WHICH IS AN ALUMINUM POST AS DESCRIBED IN THE OFFICIAL FIELD NOTES OF THE 1994 DEPENDENT RESURVEY; THENCE N. 89°43' E. 1,816 CHS. DIST., ON THE E. AND W. CENTER LINE OF THE NE¼ OF SECTION 9, ON LINE 3-4, COMMON TO THE LINE 3-2 OF LOT 10, TO THE WITNESS POINT AT THE SOUTHEASTERLY CORNER OF THE WATER GAP EASEMENT IN SECTION 9, WHICH IS AN ALUMINUM POST AS DESCRIBED IN THE OFFICIAL FIELD NOTES OF THE 1994 DEPENDENT RESURVEY; THENCE N. 89°43' E. 3.311 CHS. DIST. ON THE E. AND W. CENTER LINE OF THE NE¼ OF SECTION 9, ON LINE 3-4, COMMON TO LINE 3-2 OF LOT 10, TO THE NE1/16 SECTION CORNER OF SECTION 9, IDENTICAL WITH ANGLE POINT NO. 4, IDENTICAL WITH ANGLE POINT NO. 2 OF LOT 10, WHICH IS AN ALUMINUM POST AS DESCRIBED IN THE OFFICIAL FIELD NOTES OF THE 1994 DEPENDENT RESURVEY; THENCE N. 0°14' W. 20.01 CHS. DIST., ON THE N. AND S. CENTER LINE OF THE NE¼ OF SECTION 9, ON LINE 4-1, TO THE E1/16 SECTION CORNER OF SECTION 4 AND 9, IDENTICAL WITH ANGLE POINT NO. 1, IDENTICAL WITH ANGLE POINT NO. 6 OF LOT 6 IN SECTION 4, AND POINT OF BEGINNING, MORE OR LESS, SUBJECT TO: THE FOLLOWING WATER GAP EASEMENT: FROM THE WITNESS POINT AT THE SOUTHEASTERLY CORNER OF THE WATER GAP EASEMENT IN SECTION 9, ON THE E. AND W. CENTER LINE OF THE NE¼ OF SECTION 9, ON LINE 3-4 OF LOT 7, ON LINE 2-3 OF LOT 10, HEREINBEFORE DESCRIBED: THENCE N. 51°51' W. 2,353 CHS. DIST. TO THE WITNESS POINT AT THE NORTHWESTERLY CORNER OF THE WATER GAP EASEMENT, ON LINE 2-3 OF LOT 7, HEREINBEFORE DESCRIBED; THENCE S. 1°20' E. 1,463 CHS. DIST., ON LINE 2-3 OF LOT 7, TO ANGLE POINT NO. 3 OF LOT 7, IDENTICAL WITH ANGLE POINT NO. 3 OF LOT 10, ON THE E. AND W. CENTER LINE OF THE NE¼ OF SECTION 9, HEREINBEFORE DESCRIBED; THENCE N. 89°43' E. 1,816 CHS. DIST., ON THE E. AND W. CENTER LINE OF THE NE¼ OF SECTION 9, ON LINE 3-4 OF LOT 7, ON LINE 3-2 OF LOT 10, TO THE WITNESS POINT AT THE SOUTHEASTERLY CORNER OF THE WATER GAP EASEMENT, AND PLACE OF BEGINNING.

ALSO LESS:

LOT 10, SECTION 9, TOWNSHIP 9 NORTH, RANGE 27 E.B.M.

LOT 10 OF SECTION 9, TOWNSHIP 9 NORTH, RANGE 27 E.B.M., BUTTE COUNTY, IDAHO, AS PER OFFICIAL PLATS AND FIELD NOTES OF THE DEPENDENT RESURVEY AND SURVEYS ACCEPTED BY THE CHIEF CADASTRAL SURVEYOR FOR IDAHO ON JUNE 12, 1989, AND DECEMBER 13, 1994, AND OFFICIALLY FILED AT THE IDAHO STATE OFFICE OF THE BUREAU OF LAND MANAGEMENT AT BOISE, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE N1/16 SECTION CORNER OF SECTIONS 9 AND 10, IDENTICAL WITH

ANGLE POINT NO. 1, AND TRUE POINT OF BEGINNING, WHICH IS AN ALUMINUM POST AS DESCRIBED IN THE OFFICIAL FIELD NOTES OF THE 1989 DEPENDENT RESURVEY; THENCE S. 89°43' W. 5,005 CHS. DIST. ON THE E. AND W. CENTER LINE OF THE NE¼ OF SECTION 9, ON LINE 1-2, TO THE C-E-E-NE 1/256 SECTION CORNER OF SECTION 9, WHICH IS AN ALUMINUM POST AS DESCRIBED IN THE OFFICIAL FIELD NOTES OF THE 1989 DEPENDENT RESURVEY; THENCE S. 89°43' W. 15.015 CHS. DIST., ON THE E. AND W. CENTER LINE OF THE NE¼ OF SECTION 9, ON LINE 1-2, TO THE NE1/16 SECTION CORNER OF SECTION 9, IDENTICAL WITH ANGLE POINT NO. 2, IDENTICAL WITH ANGLE POINT NO. 4 OF LOT 7, WHICH IS AN ALUMINUM POST AS DESCRIBED IN THE OFFICIAL FIELD NOTES OF THE 1994 DEPENDENT RESURVEY; THENCE S. 89°43' W. 3,311 CHS. DIST., ON THE E. AND W. CENTER LINE OF THE NE¼ OF SECTION 9, ON LINE 2-3, COMMON TO LINE 4-3 OF LOT 7, TO THE WITNESS POINT AT THE SOUTHEASTERLY CORNER OF THE WATER GAP EASEMENT IN SECTION 9, WHICH IS AN ALUMINUM POST AS DESCRIBED IN THE OFFICIAL FIELD NOTES OF THE 1994 DEPENDENT RESURVEY; THENCE S. 89°43' W. 1,816 CHS. DIST., ON THE E. AND W. CENTER LINE OF THE NE¼ OF SECTION 9, ON LINE 2-3, ON LINE 4-3 OF LOT 7, TO ANGLE POINT NO. 3, IDENTICAL WITH ANGLE POINT NO. 3 OF LOT 7, WHICH IS AN ALUMINUM POST AS DESCRIBED IN THE OFFICIAL FIELD NOTES OF THE 1994 DEPENDENT RESURVEY; THENCE S. 20°23' E. 14,852 CHS. DIST., ON LINE 3-4, TO THE INTERSECTION WITH THE N. AND S. CENTER LINE OF THE NE¼ OF SECTION 9; THENCE S. 20°23' E. 6,461 CHS. DIST., ON LINE 3-4, TO ANGLE POINT NO. 4, ON THE E. AND W. CENTER LINE OF SECTION 9, WHICH IS AN ALUMINUM POST AS DESCRIBED IN THE OFFICIAL FIELD NOTES OF THE 1989 DEPENDENT RESURVEY; THENCE N. 89°44' E. 17.81 CHS. DIST., ON THE E. AND W. CENTER LINE OF SECTION 9, ON LINE 4-5, TO THE 1/4 SECTION CORNER OF SECTIONS 9 AND 10, WHICH IS AN ALUMINUM POST AS DESCRIBED IN THE OFFICIAL FIELD NOTES OF THE 1989 DEPENDENT RESURVEY; THENCE N. 0°17' W. 20.02 CHS. DIST., BETWEEN SECTIONS 9 AND 10, ON LINE 5-1, TO THE N1/16 SECTION CORNER OF SECTIONS 9 AND 10, IDENTICAL WITH ANGLE POINT NO. 1, AND POINT OF BEGINNING.

ALSO LESS:

TOWNSHIP 9 NORTH, RANGE 27 EAST OF THE BOISE MERIDIAN, BUTTE COUNTY, IDAHO
SECTION 9: NW¼ NW¼ NE¼



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region • 900 N SKYLINE DR STE A • IDAHO FALLS, ID 83402-1718
Phone: (208)525-7161 • Fax: (208)525-7177 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

February 02, 2021

THE BANK OF COMMERCE
PO Box 1046
BLACKFOOT ID 83221

RE: Change in Ownership Water Right No(s): 33-88, 33-89, 33-93D and 33-2089

Dear Interested Parties:

The Department of Water Resources (Department) acknowledges receipt of your Notice of Change in Water Right Ownership (Notice).

Our review of your Notice indicates that additional information is required before the Department can process the change. The information required is indicated below:

**** Evidence of Security Interest: copy of Deed of Trust, Mortgage, or other legal document indicating your interest in the property and/or water rights in question.

Because the Department cannot process the Notice without proper documentation/fees, we will hold any action on your notice pending receipt of the necessary information/fees. If we do not receive the necessary information/fees within 30 days we will return your notice and all attachments and your notice will not be processed.

Also, please note that permit holders are required to report any change of ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Forms to assign ownership or update your address are available from any office of the Department or on the Department's website.

If you have any questions regarding this matter, please contact me at (208) 497-3787.

Sincerely,

Jonie Barg
Technical Records Specialist 1

Enclosure(s)

cc: Tad Waymire

SCANNED

FEB 03 2021