

RECEIVED

OCT 02 2024

DEPT. OF WATER RESOURCES
EASTERN REGIONSTATE OF IDAHO
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. 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 #7](#) of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
72-16685	Yes ☒	Yes ☐		Yes ☐	Yes ☐
72-17043	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: David J Wickersham & Erin E Wickersham

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Drew Latimer Kristina O'Neill Latimer

New owner(s) as listed on the conveyance document

Name connector ☒ and ☐ or1417 Challis Creek RdChallisID83226

Mailing address

City

State

Zip

(208) 993-0582

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: 9/28/2023

6. Do you own the land identified as the water right place of use? Yes ☐ No ☐

- o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.

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.
☐ 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: *Kristina Latimer*

Signature of new owner/claimant

Title, if applicable

Date

Print name

SUPPORT DATA

IN FILE # 72-16685

Signature: _____

Signature of new owner/claimant

Title, if applicable

Date

Print name

For IDWR Office Use Only:

Received by *CEH* Date 10/21/24Receipt No. E050396Receipt Amt. \$100.00Active 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 *DM*Date 10/29/2024

264613

Custer County Reg. of
Custer County Title
Time *3:28 PM* Date *9/28/2023*
Lura H. Baker, Clerk
Imra Nampetroglou \$15.00

WARRANTY DEED

For Value Received, WE, DAVID J. WICKERSHAM AND ERIN ELIZABETH WICKERSHAM, husband and wife, do hereby grant, bargain, sell and convey unto DREW LATIMER AND KRISTINA O'NEILL LATIMER, husband and wife, whose address is: 1417 CHALLIS CREEK ROAD, CHALLIS, ID 83226

the following described premises in CUSTER County, Idaho, to-wit:

A parcel of land located in the SW $\frac{1}{4}$, Section 21, Township 14 North, Range 19 East, Boise Meridian, Custer County, Idaho, more particularly described as follows:

Commencing at the SW corner of said Section 21, from which the S $\frac{1}{4}$ corner of said section bears South 89°45'39" East a distance of 2648.02 feet, the basis of bearing of this description, run thence North 00°04'52" West along the westerly boundary of said section a distance of 332.70 feet to the Point of Beginning; thence continuing North 00°04'52" West, along said boundary a distance of 333.86 feet; thence South 89°45'39" East a distance of 1304.64 feet to a point on the westerly right-of-way of Challis Creek Road; thence South 00°05'40" East along said right-of-way a distance of 333.86 feet; thence North 89°45'39" West a distance of 1304.72 feet to the Point of Beginning.

Subject to a 30 foot easement for ingress and egress along the North boundary of said property as shown on the record of survey recorded June 29, 2006, as instrument No. 234362, records of Custer County, Idaho.

As shown by the record of survey recorded June 29, 2006, as instrument No. 234362, records of Custer County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantees, that they are the owners of said premises; and that they are free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: 9/22/23

DAVID J. WICKERSHAM

Erin Elizabeth Wickersham
ERIN ELIZABETH WICKERSHAM

STATE OF VA)ss:
COUNTY OF Norfolk

On this 27 day of Sept, in the year of 2023, before me, a Notary Public, in and for the said State, personally appeared DAVID J. WICKERSHAM AND ERIN ELIZABETH WICKERSHAM, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

Jaclyn M. Carro
Notary Public for the State of VA
Residing at: Norfolk
Commission Expires: 1/31/26



264613

WARRANTY DEED

For Value Received, WE, DAVID J. WICKERSHAM AND ERIN ELIZABETH WICKERSHAM, husband and wife, do hereby grant, bargain, sell and convey unto DREW LATIMER AND KRISTINA O'NEILL LATIMER, husband and wife, whose address is: 1417 CHALLIS CREEK ROAD, CHALLIS, ID 83226

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A parcel of land located in the SW¹/₄, Section 21, Township 14 North, Range 19 East, Boise Meridian, Custer County, Idaho, more particularly described as follows:

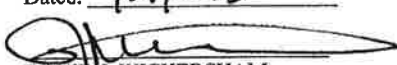
Commencing at the SW corner of said Section 21, from which the SW¹/₄ corner of said section bears South 89°45'39" East a distance of 2648.02 feet, the basis of bearing of this description, run thence North 00°04'52" West along the westerly boundary of said section a distance of 332.70 feet to the Point of Beginning; thence continuing North 00°04'52" West, along said boundary a distance of 333.86 feet; thence South 89°45'39" East a distance of 1304.64 feet to a point on the westerly right-of-way of Challis Creek Road; thence South 00°05'40" East along said right-of-way a distance of 333.86 feet; thence North 89°45'39" West a distance of 1304.72 feet to the Point of Beginning.

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As shown by the record of survey recorded June 29, 2006, as instrument No. 234362, records of Custer County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantees, that they are the owners of said premises; and that they are free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: 9/27/2023

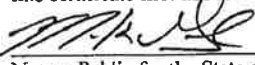

DAVID J. WICKERSHAM

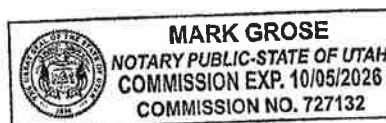
N/A
ERIN ELIZABETH WICKERSHAM

STATE OF Utah) ss:
COUNTY OF Summit)

On this 27 day of Sept, in the year of 2023, before me, a Notary Public, in and for the said State, personally appeared DAVID J. WICKERSHAM AND ERIN ELIZABETH WICKERSHAM, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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


Notary Public for the State of Utah
Residing at: Park City
Commission Expires: 10-05-2024



Order No.

THIS DEED OF TRUST, Made this 28th day of September, 2023,
BETWEEN DREW LATIMER AND KRISTINA O'NEILL-LATIMER, husband and wife, herein called GRANTOR,
whose address is 1417 Challis Creek Road, Challis, ID 83226
CUSTER COUNTY TITLE, INC., herein called TRUSTEE, and SALLY L. STRAND, 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 Custer, State of Idaho, described as follows, either located within an
incorporated city or village at the date hereof, or containing no more than 80 acres authorized under Idaho Law: **264616**

SEE ATTACHED EXHIBIT A

Custer County Rec. of
Sally Strand
Time 10:09 AM Date 9/28/2023
Lura H. Baker, Clerk
D. May 26 \$45⁰⁰
Deputy

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

final payment due SEPTEMBER 5, 2043

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 thereof; 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 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.

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 attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the highest lawful rate permissible under Idaho law.

6. 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 Grantor 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 powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

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

264616

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 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 the highest lawful rate permissible under Idaho law; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

Notwithstanding any other provisions hereof or of any other agreement between the parties hereto, under no circumstances shall the amount paid or agreed to be paid to such beneficiary for the use, forbearance or detention of money exceed the highest lawful rate permissible, and if a court of competent jurisdiction shall determine that the performance of any provision hereof or thereof shall result in payment of amount in excess thereof, then such provision shall be deemed appropriately modified to the extent necessary to reduce such amount to that not in excess of such rate, and any excess amount theretofore received shall be deemed applied to the principal amount of the debt.

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 trustee or 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 hereinbefore set forth.

Drew Latimer
DREW LATIMER

Kristina O'Neill-Latimer
KRISTINA O'NEILL-LATIMER

STATE OF IDAHO)
)ss

COUNTY OF CUSTER)

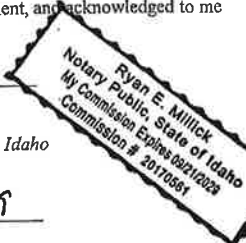
On this 28th day of September, 2025
before me, a Notary Public, personally appeared
DREW LATIMER AND KRISTINA O'NEILL-
LATIMER

known or identified to me to be the persons whose names
are subscribed to the within instrument, and acknowledged to me
that they executed the same.

[Signature]
Notary Public

Residing at CHALLIS, Idaho

Commission Expires: 9-21-29



STATE OF IDAHO, COUNTY OF
I HEREBY CERTIFY That this instrument was filed for
record at the request of

at _____ minutes past _____ o'clock M.,
this _____ day of _____

20 _____, in my office, and duly recorded in Book
of Mortgages at page _____

Ex-Officio Recorder

By _____
Deputy.

Fees: \$ _____
Mail to: _____

**THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR ADDITIONAL
ADVANCES MUST BE PRESENTED WITH THIS REQUEST**

To CUSTER COUNTY TITLE, INC., Trustee:
You are hereby authorized and requested to execute a reconveyance hereunder and deliver same to

The undersigned hereby certifies that
the owner and holder of the debt mentioned in said deed of trust and that the same has never been assigned or
transferred.

Address _____

Telephone No. _____

264616

EXHIBIT A

A parcel of land located in the SW $\frac{1}{4}$, Section 21, Township 14 North, Range 19 East, Boise Meridian, Custer County, Idaho, more particularly described as follows:

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As shown by the record of survey recorded June 29, 2006, as instrument No. 234362, records of Custer County, Idaho.

Custer County, Idaho



- Highways
- County Road
- Other Road
- Cities
- BLM
- US Forest Service
- State of Idaho



This map is provided by Custer County, Idaho. It is for informational purposes only. Custer County makes no warranty or representation as to the accuracy or completeness of the information shown on this map. No warranty is made as to the validity, and no liability is assumed for the use or misuse of this information.

Printed 1/2/2024



IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858

Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

October 29, 2024

DREW LATIMER
KRISTINA O NEILL LATIMER
1417 CHALLIS CREEK RD
CHALLIS ID 83226-4760

Re: Change in Water Right Ownership: 72-16685 (Split into 72-16685 and 72-17043)

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of a portion of the above referenced water right(s) to you. The Department has modified its records based on the information received and has enclosed a computer-generated report for you.

Your portion of each water right(s) has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original water right.

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) 293-9908.

Sincerely,

Denise Maline
Administrative Assistant 1

Enclosure(s)

c: David J & Erin E Wickersham
Water District(s) 72A, 170