

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAR 31 2025

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

DEPT. OF WATER RESOURCES
SOUTHERN REGION

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?
72-7077	Yes ☒	Yes ☐		Yes ☐	Yes ☐
72-17071 (child)	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: STEPHEN BAUCHMAN & LYNDALL A. BAACHMAN
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): CORNERSTONE RANCH LIVING TRUST
New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or
P.O. Box 685 LOGANDALE NV 89021
Mailing address City State Zip
310. 447. 4012 todd@keizerlandservices.com
Telephone Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: 11/13/2024

6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
☐ 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):
☐ \$25 per *undivided* water right.
☒ \$100 per *split* water right.
☐ 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.

SUPPORT DATA

IN FILE # 72-7077

8. Signature: Todd M. Keizer 3/26/25
Signature of new owner/claimant Title, if applicable Date
Todd M. Keizer
Print name
Signature: Brandy Schulte 3/26/25
Signature of new owner/claimant Title, if applicable Date
BRANDY SCHULTE
Print name

Received by SG Date 3/31/2025 For IDWR Office Use Only: Receipt No. 504581 Receipt Amt. 8100

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
Name on W-9 _____ Approved by _____ Processed by TW Date 6/24/2025

266140

#

Custer County Req. of

Custer County Title

Time 1:47 PM Date 11/13/2024

Lura H. Baker, Clerk

Deputy \$15⁰⁰**WARRANTY DEED**

This warranty deed is made on the 13th day of Nov, 2024, between -

CHALLIS CREEK CATTLE COMPANY, LLC, an Idaho limited liability company, with mailing address of PO Box 10, Challis, Idaho, 83226, referred to herein as Grantor; and

THE CORNERSTONE RANCH LIVING TRUST, Todd Michael Keizer and Brandy Lynn Schultz as Trustees, with mailing address of P.O. Box 685, Logandale, Nevada 89021, referred to herein as Grantee:

Grantor, for and in consideration of the sum of ten and no/100 dollars (\$10.00) and other good and valuable consideration, the receipt of which is acknowledged, has granted, bargained, and sold, and, by this deed, grants, bargains, sells, conveys, and confirms to Grantee, and Grantee's heirs and assigns forever, all of the real estate situated in Custer County, Idaho, and more accurately and particularly described at **Exhibit A** hereto.

Together with all and singular the tenements, hereditaments, and appurtenances belonging to the described property or in any manner appertaining to the property, the reversion and reversions, remainder and remainders, rents, issues, and profits of the property; and all estate, right, title, and interest in and to the property, as well in law as in equity.

Together with all water rights, permits and claims, and all interests in any canal companies or ditch associations incident to and/or appurtenant to the property, if any.

To have and to hold, all and singular, the described property together with the appurtenances to Grantee and Grantee's heirs and assigns forever.

And Grantor and Grantor's heirs shall and will warrant and, by these presents, forever defend the described property in the quiet and peaceable possession of Grantee, Grantee's heirs, and assigns against Grantor and Grantor's heirs and against all and every person and persons whomever, lawfully claiming the same.

In witness of the above, Grantor has set Grantor's hand on the date first written above.

GRANTOR:

CHALLIS CREEK CATTLE COMPANY, LLC


By: Stephen G. Bauchman; Its: Manager 1719 MBR.

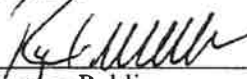
266140

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF CUSTER)

On this 13 day of November, 2024, before me, a notary public for the above-identified state, personally appeared before me Stephen G. Bauchman, the Manager of the Challis Creek Cattle Company, LLC, who is (are) personally known to me to be the person(s) so named, or proven to me on the basis of satisfactory evidence to be the person(s) so named, whose name(s) is (are) subscribed to the within instrument, and who acknowledged to me that s/he (they) executed this instrument in the capacity so stated, if applicable.





Notary Public
Residing in: CHALLIS, IDAHO
My Commission Expires: 9-21-29

266140

EXHIBIT A

Common Address: TBD Highway 93 Challis, Idaho, 83226

County Tax Assessor Parcel No.: RP15N20E038415 (Custer County, ID)

Legal Description:

A parcel of land located in Government Lot 10, Section 3, Township 15 North, Range 20 East, Boise Meridian, Custer County, Idaho, more particularly described as follows:

Commencing at the South $\frac{1}{4}$ Corner of said Section 3, from which the SE Corner of Section bears South $89^{\circ}42'21''$ East, 2640.84 feet, the Basis of Bearing of this description, run thence North $89^{\circ}52'51''$ West along the Southerly boundary of said section 614.46 feet to a point on the northerly right-of-way of U.S. Highway 93 and the POINT OF BEGINNING;

Thence continuing North $89^{\circ}52'51''$ West, 254.25 feet to a point on the easterly bank of the Salmon River;

Thence the following courses and distances along said bank: North $31^{\circ}12'36''$ East, 512.69 feet;

North $35^{\circ}45'36''$ East, 1001.74 feet;

North $89^{\circ}48'54''$ East, 571.44 feet;

North $83^{\circ}44'11''$ East, 211.28 feet;

North $62^{\circ}18'06''$ East, 76.68 feet to a point on the northerly boundary of said Lot 10;

Thence South $89^{\circ}43'50''$ East along said boundary 386.62 feet to a point on the easterly right-of-way of U.S. Highway 93;

Thence the following courses and distances along said right-of-way:

742.55 feet along a curve to the right, having a central angle of $47^{\circ}00'41''$, a radius of 905.00 feet and a chord bearing of South $38^{\circ}23'34''$ West for

721.90 feet;

South $61^{\circ}55'21''$ West, 1444.36 feet;

127.88 feet along a curve to the right having a central angle of $04^{\circ}56'32''$, a radius of 1482.50 feet and a chord bearing of South $59^{\circ}25'59''$ West for

127.88 feet to the POINT OF BEGINNING.

As shown by Record of Survey recorded June 16, 2000, as instrument No. 221152, records of Custer County, Idaho.

266141

Custer County Reg. of
Custer County Title
 Time: 1:50 PM Date: 11/13/2024
 Lm: H. P. [Signature], Clerk
[Signature] 45⁰⁰
 Deputy

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on this 13TH day of November, 2024. The grantor is THE CORNERSTONE RANCH LIVING TRUST, Todd Michael Keizer and Brandy Lynn Schultz as Trustees, with mailing address of P.O. Box 685, Logandale, Nevada 89021 (herein "Borrower"). The beneficiary is CHALLIS CREEK CATTLE COMPANY, LLC, an Idaho limited liability company, with mailing address of PO Box 10, Challis, Idaho, 83226 (herein "Beneficiary"). Borrower owes Beneficiary the principal sum of (

This debt is evidenced by Borrower's Promissory Note ("Note") dated the same date as this Security Instrument, which provides for payments. This Security Instrument secures to Beneficiary: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Beneficiary's designated Trustee, Custer County Title, Inc., of 724 E. Main Ave., Challis, Idaho, 83226 (hereinafter "Trustee"), in trust, with power of sale, the following described property located in Butte County, Idaho, and more accurately and particularly described at **Exhibit A** hereto.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

THIS DEED OF TRUST combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

1. Payment of Principal; Interest; and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any late charges due under the Note.

2. Application of Payments. Unless applicable law provides otherwise, all payments received

by Beneficiary under paragraph 1 shall be applied: first, to late charges and penalties due under the Note; second, to accrued interest due under the Note; and last, to principal due.

3. Charges; Liens.

(a) Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Beneficiary all notices of amounts to be paid under this paragraph. If Borrower make these payments directly, Borrower shall promptly furnish to Beneficiary receipts evidencing the payments, if requested to do so by Beneficiary.

(b) Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Beneficiary; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Beneficiary's opinion operates to prevent the enforcement of the lien or forfeiture of any part of the Property; or © secures from the holder of the lien an agreement satisfactory to Beneficiary subordinating the lien to this Security Instrument. If Beneficiary determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Beneficiary may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

4. Hazard Insurance.

(a) Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Beneficiary requires insurance. This insurance shall be maintained in the amounts and for the periods that Beneficiary requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Beneficiary's approval which shall not be unreasonably withheld.

(b) All insurance policies and renewals shall be acceptable to Beneficiary and shall include a standard mortgage clause. Beneficiary shall have the right to hold the policies and renewals. If Beneficiary requires, Borrower shall promptly give to Beneficiary all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly by Borrower.

(c) Unless Beneficiary and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Beneficiary's security is not lessened. If the restoration or repair is not economically feasible or Beneficiary's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property or does not answer within thirty (30) days a notice from Beneficiary that the insurance carrier has offered to settle a claim, then Beneficiary may collect the insurance proceeds. Beneficiary may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

(d) Unless Beneficiary and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments or change

the amount of the payments if the Property is acquired by Beneficiary; Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Beneficiary to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

5. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Beneficiary agrees to the merger in writing.

6. Protection of Beneficiary's Rights in the Property; Leaseholds.

(a) If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Beneficiary's right in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Beneficiary may do and pay for whatever is necessary to protect the value of the Property and Beneficiary's rights in the Property. Beneficiary's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court paying reasonable attorneys' fees and entering on the Property to make repairs. Although Beneficiary may take action under this paragraph 6, Beneficiary does not have to do so.

(b) Any amounts disbursed by Beneficiary under this paragraph shall become additional debt of Borrower secured by this Security Instrument, unless Borrower and Beneficiary agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Beneficiary to Borrower requesting payment.

(c) If Beneficiary required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Beneficiary's written agreement or applicable law.

7. Inspection. Beneficiary or its agents may make reasonable entries upon and inspection of the Property. Beneficiary shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. Condemnation.

(a) The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Beneficiary.

(b) In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Beneficiary otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction; (i) the total amount of the sums secured immediately before the taking, divided by (ii) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

(c) If the Property is abandoned by Borrower, or if, after notice by Beneficiary to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Beneficiary within 30 days after the date the notice is given, Beneficiary is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument whether or not then due.

(d) Unless Beneficiary and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments or change the amount of such payments.

9. Borrower Not Released; Forbearance By Beneficiary Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Beneficiary to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Beneficiary shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Beneficiary in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

10. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Beneficiary and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) are co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) are not personally obligated to pay the sums secured by this Security Instrument; and (c) agree that Beneficiary and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

11. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Beneficiary may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

12. Legislation Affecting Beneficiary's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Beneficiary, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted. If Beneficiary exercises this option, Beneficiary shall take the steps specified paragraph 16(b).

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires the use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Beneficiary. Any notice to Beneficiary shall be given by first class mail to Beneficiary's address stated herein or any other address Beneficiary designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Beneficiary when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Idaho law. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Transfer of the Property or a Beneficial Interest in Borrower.

(a) If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural persons) without Beneficiary's prior written consent, Beneficiary may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Beneficiary if exercise is prohibited by federal law as of the date of this Security Instrument.

(b) If Beneficiary exercises this option, Beneficiary shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Beneficiary may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

17. Acceleration; Remedies.

(a) Beneficiary shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration unless applicable law provides otherwise.) The notice shall specify: (i) the default; (ii) the action required to cure the default; (iii) a date, not less than thirty (30) days from the date the notice is given to Borrower, by which the default must be cured; and (iv) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Beneficiary at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Beneficiary shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

(b) If the power of sale is invoked, Trustee shall execute a written notice of the occurrence of an event of default and of the election to cause the Property to be sold and shall record such notice in each county in which any part of the Property is located. Beneficiary shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by the applicable law. Trustee shall give public notice of the sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Beneficiary or its designee may purchase the Property at any sale.

(c) Trustee shall deliver to the purchaser Trustee's deed conveying the Property without covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (i) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorney fees; (ii) to all sums secured by this Security Instrument; and (iii) any excess of the person or persons legally entitled to it or to the county clerk of the county in which the sale took place.

18. Beneficiary in Possession. Upon acceleration or abandonment of the Property, Beneficiary (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the property and to collect the rents of the Property including those past due. Any rents collected by Beneficiary or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

19. Reconveyance. Upon payment of all sums secured by this Security Instrument, Beneficiary shall request that Trustee release this Security Instrument and shall produce for Trustee, duly canceled, all notes evidencing debts secured by this Security Instrument. Trustee shall release this Security Instrument without further inquiry or liability. Borrower shall pay any recordation costs with the statutory Trustee's fees.

20. Representations. The Borrower represents that:

(a) at the time of execution of this Security Instrument, Borrower freely and voluntarily assented to be bound by the terms and conditions of this Security Instrument;

(b) at the time of execution of this Security Instrument and during all times related to the negotiation and drafting of this Security Instrument, Borrower had capacity to act and was knowledgeable and aware of the dealings and effect of this Security Instrument;

(c) this Security Instrument is not being executed for an illegal purpose and the terms and conditions of this Security Instrument do not contain any illegal subject matter;

(d) Borrower, at the time of execution of this Security Instrument and during all times related to the negotiation and drafting of this Security Instrument, made no misrepresentations, false assertions of facts, and did not conceal any facts;

(e) at the time of execution of this Security Instrument and during all times related to the

negotiation and drafting of this Security Instrument, Borrower was acting voluntarily and not subject to duress or coercion;

(f) Borrower is unaware of any mutual or unilateral mistakes related to the formation or execution of this Security Instrument;

(g) Borrower has read and understands the terms and conditions of this Security Instrument and believes all of them to be fair and reasonable;

(h) Borrower received adequate consideration in support of execution of this Security Instrument.

These representations shall survive the execution of this Security Instrument and continue until the terms and conditions of this Security Instrument have been fulfilled.

21. Duty of Good Faith. Borrower agrees to perform and execute this Security Instrument in accordance with the highest standards of good faith, honesty in fact, and fair dealing.

22. Litigation. In the event of a dispute or disagreement regarding performance, execution, interpretation, or any other matter related to the formation or fulfillment of this Security Instrument:

(a) Choice of Law. The laws of the State of Idaho shall govern all matters related to such;

(b) Choice of Forum. The District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Custer, shall have exclusive jurisdiction to hear and resolve such;

(c) Consent to Jurisdiction. Borrower expressly consents to personal jurisdiction and venue in the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Custer, and waives any objection to personal jurisdiction or venue that the party might have;

(d) Attorneys' Fees and Court Costs. If any party seeks the services of an attorney regarding such, the prevailing party upon trial, appeal, or other judicial disposition shall be entitled to reimbursement of all reasonable attorney fees, court costs, and litigation expenses incurred in enforcing this Security Instrument and in collecting on any judgment resulting therefrom, except such fees, costs, and expenses incurred in pursuing an invalid or unenforceable provision of this Security Instrument.

23. Miscellaneous.

(a) Language. As the context may require in this Security Instrument, the use of any gender (male, female, or neuter) shall include the other gender, and the singular shall include the plural and the plural the singular.

(b) Binding Effect. This Security Instrument shall be binding upon and operate to the benefit of Borrower and Borrower's respective heirs, successors, legal and personal representatives, and permitted assigns.

(c) Captions. The captions heading the sections of this Security Instrument are inserted for convenience of reference only, and in no way define, limit, construe or describe the scope or intent of any terms, provision, or section of this Security Instrument.

(d) Time of the Essence. Time is of the essence in this Security Instrument in all particulars. All times referred to or described in this Security Instrument shall hereinafter apply to the transaction unless, subsequent to the date of this Security Instrument, the parties expressly agree otherwise in writing. The term "days" means calendar days unless the term "business days"

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is used.

(e) Advice of Counsel. Borrower has had the opportunity to consult with legal counsel prior to and regarding the formation, execution, and performance of this Security Instrument.

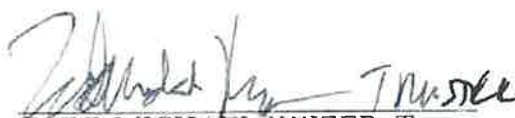
(f) Recordation. Any party to this Security Instrument may be recorded or filed, or a memorandum or notice of the existence of this Security Instrument may be recorded or filed, with any governmental body or agency, including, but not limited to, the Idaho Secretary of State or any county recorder. Borrower consents to such recording and filing.

(g) Waiver. The failure of any of the parties to this Security Instrument to insist on the strict performance of any of the provisions of this Security Instrument shall not be construed as a waiver of any subsequent default of the same or similar nature, nor shall it affect the parties' rights to claim strict performance of any other portions of this Security Instrument.

EXECUTED by the Borrower to be effective as provided above.

THE CORNERSTONE RANCH LIVING TRUST, Todd Michael Keizer and Brandy Lynn Schultz as Trustees,


BRANDY LYNN SCHULTZ, Trustee

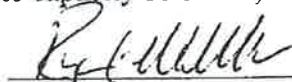

TODD MICHAEL KEIZER, Trustee

WITNESSETH

STATE OF Idaho)
) ss.
COUNTY OF CLUSTER)

On this 13th day of November, 2024, before me, a notary public for the above-identified state, personally appeared before me Brandy Lynn Schultz and Todd Michael Keizer as Trustees for The Cornerstone Ranch Living Trust, who is (are) personally known to me to be the person(s) so named, or proven to me on the basis of satisfactory evidence to be the person(s) so named, whose name(s) is (are) subscribed to the within instrument, and who acknowledged to me that s/he (they) executed this instrument in the capacity so stated, if applicable.




Notary Public
Residing in: CHARLES, IDAHO
My Commission Expires: 1-21-25

2266141

EXHIBIT A

Common Address: TBD Highway 93 Challis, Idaho, 83226

County Tax Assessor Parcel No.: RP15N20E038415 (Custer County, ID)

Legal Description:

A parcel of land located in Government Lot 10, Section 3, Township 15 North, Range 20 East, Boise Meridian, Custer County, Idaho, more particularly described as follows:

Commencing at the South $\frac{1}{4}$ Corner of said Section 3, from which the SE Corner of Section bears South $89^{\circ}42'21''$ East, 2640.84 feet, the Basis of Bearing of this description, run thence North $89^{\circ}52'51''$ West along the Southerly boundary of said section 614.46 feet to a point on the northerly right-of-way of U.S. Highway 93 and the POINT OF BEGINNING;
Thence continuing North $89^{\circ}52'51''$ West, 254.25 feet to a point on the easterly bank of the Salmon River;
Thence the following courses and distances along said bank: North $31^{\circ}12'36''$ East, 512.69 feet;
North $35^{\circ}45'36''$ East, 1001.74 feet;
North $89^{\circ}48'54''$ East, 571.44 feet;
North $83^{\circ}44'11''$ East, 211.28 feet;
North $62^{\circ}18'06''$ East, 76.68 feet to a point on the northerly boundary of said Lot 10;
Thence South $89^{\circ}43'50''$ East along said boundary 386.62 feet to a point on the easterly right-of-way of U.S. Highway 93;
Thence the following courses and distances along said right-of-way:
742.55 feet along a curve to the right, having a central angle of $47^{\circ}00'41''$, a radius of 905.00 feet and a chord bearing of South $38^{\circ}23'34''$ West for
721.90 feet;
South $61^{\circ}55'21''$ West, 1444.36 feet;
127.88 feet along a curve to the right having a central angle of $04^{\circ}56'32''$, a radius of 1482.50 feet and a chord bearing of South $59^{\circ}25'59''$ West for
127.88 feet to the POINT OF BEGINNING.

As shown by Record of Survey recorded June 16, 2000, as instrument No. 221152, records of Custer County, Idaho.

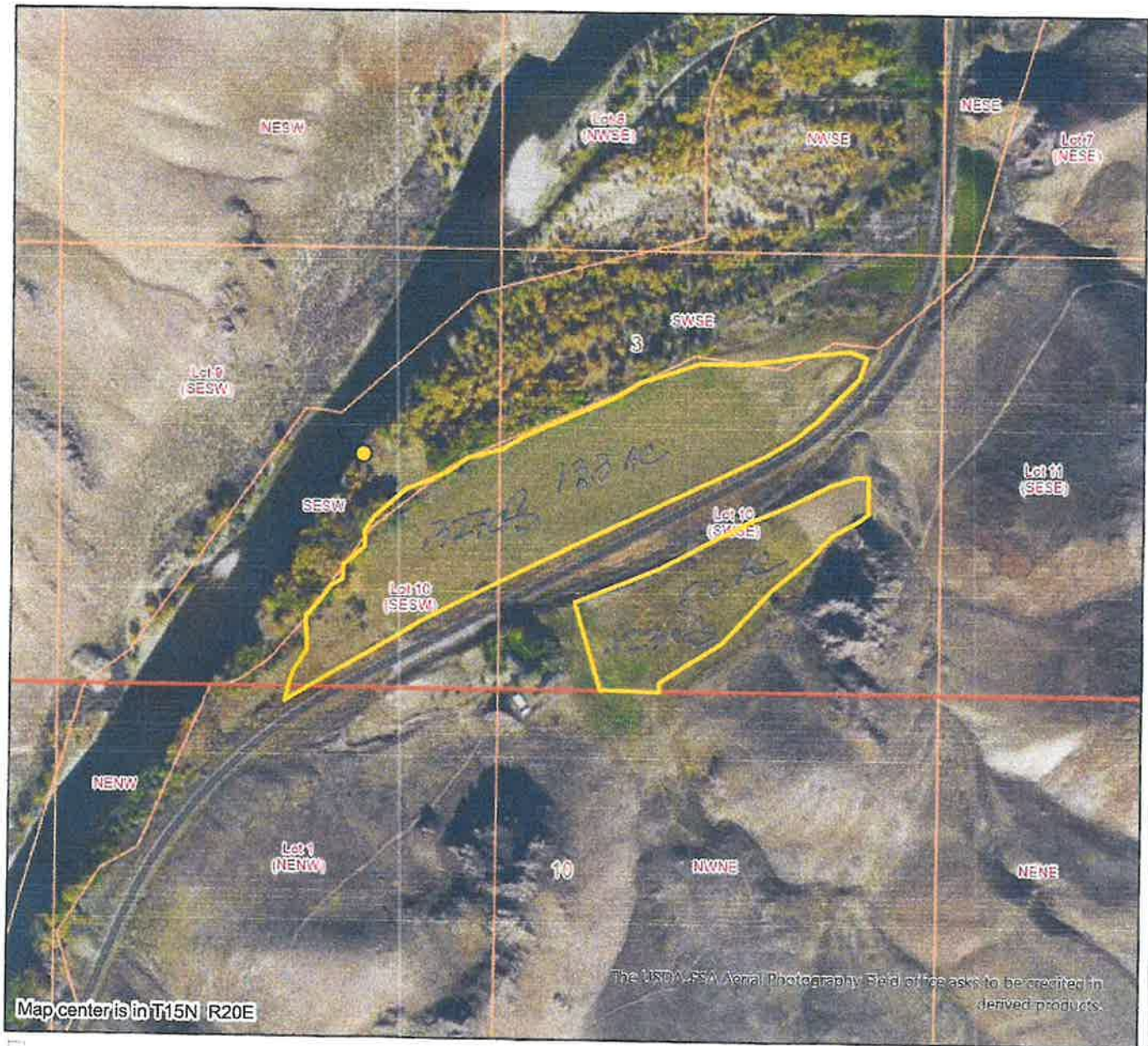
State of Idaho
Department of Water Resources

Water Right

72-7077

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



Legend

- Quarter Quarters
- PLS Sections
- Townships
- Place of Use Boundary
- Point of Diversion



Date created: 3/13/2025



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

June 24, 2025

CORNERSTONE RANCH LIVING TRUST
PO BOX 685
LOGANDALE NV 89021-0685

Re: Change in Water Right Ownership: 72-7077 (Split into 72-7077 and 72-17071)

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.

Please note, The Bank of Commerce is identified as a security interest holder on this water right. If this is no longer correct, it can be removed from the right upon written notice from the security interest holder that the interest has terminated.

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 208-293-9912.

Sincerely,

A handwritten signature in cursive script that reads "Tyler Wallace".

Tyler Wallace
Engineer Intern

Enclosure(s)

C:
THE BANK OF COMMERCE
Water District 72F

Wallace, Tyler

From: cctitle@custertel.net
Sent: Tuesday, June 24, 2025 10:18 AM
To: Wallace, Tyler
Subject: Cornerstone Ranch
Attachments: 266140.pdf

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Hopefully this one will work for you.

Susan Swindell
Custer County Title, Inc.
P.O. Box 370
724 E. Main Ave.
Challis, ID 83226

208-879-4424