

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUL 18 2025

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

DEPT. OF WATER RESOURCES
EASTERN 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?
33-99 <u>OK</u> ✓	Yes ☐	Yes ☐		Yes ☐	Yes ☐
33-2072C <u>OK</u> ✓	Yes ☐	Yes ☐		Yes ☐	Yes ☐
33-2135B <u>OK</u> ✓	Yes ☐	Yes ☐		Yes ☐	Yes ☐
33-7193 <u>OK</u> ✓	Yes ☐	Yes ☐		Yes ☐	Yes ☐
33-10028 <u>OK</u> ✓	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Margaret Waymire
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Keith and Connie Waymire
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or

5904 N LLR HWY Howe ID 83244
Mailing address City State Zip
208-767-3035
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: _____
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 # 33-99

8. Signature: Keith Waymire _____ Title, if applicable _____ Date 7-8-25
 Signature of new owner/claimant
Keith Waymire
 Print name
- Signature: Connie A Waymire _____ Title, if applicable _____ Date 7/8/25
 Signature of new owner/claimant
Connie Waymire
 Print name

Received by mp Date 7-18-25 For IDWR Office Use Only: Receipt No. E051003 Receipt Amt. 125.00
 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 JB Processed by mp Date 9/17/2025

BUTTE COUNTY
Recorded for:
Flying S Title and Escrow - BI
10:02:06 AM 10-18-2024
0000-062218
No. Pages: 1 Fee: \$15.00
SHELLY BLACKNER
County Clerk
Deputy: KG

AFTER RECORDING MAIL TO:

Keith Waymire and Connie Waymire
5904 North Little Lost River Hwy
Howe, ID 83244

QUITCLAIM DEED

File No.: **1151757-B (jcm)**

Date: **October 03, 2024**

For Value Received, **Keith D. Waymire**, in his personal capacity and as an heir and devisee of **Margaret J. Waymire ("Grantor")**, do(es) hereby convey, release, remise, and forever quit claim unto **Keith Waymire and Connie Waymire, husband and wife**, whose address is **5904 North Little Lost River Hwy, Howe, ID 83244**, herein after called the Grantee, the following described premises situated in **Butte County, Idaho**, to-wit:

Township 10 North, Range 27 E.B.M., Butte County, Idaho

Section 19: N $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$

Section 20: SW $\frac{1}{4}$ NW $\frac{1}{4}$; W $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$

Section 29: W $\frac{1}{2}$ E $\frac{1}{2}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$; and that portion of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ lying North and East of the State Highway

together with its appurtenances.

Dated: 10-17-2024

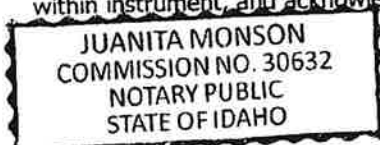
Keith D. Waymire

Keith D. Waymire

STATE OF Idaho)
ss.

COUNTY OF Bingham)

On this 17th day of October, 2024, before me, a Notary Public in and for said State, personally appeared **Keith D. Waymire**, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that he executed the same.



Juanita Monson
Notary Public of Idaho
Residing at: Blackfoot, ID
Commission Expires: 01/14/2025

AFTER RECORDING MAIL TO:

Keith Waymire and Connie Waymire
5904 North Little Lost River Hwy
Howe, ID 83244

E-RECORDED

ID: 62218
County: Butte
Date: 10-18-24 Time: 10:01 am

QUITCLAIM DEED

File No.: **1151757-B (jcm)**

Date: **October 03, 2024**

For Value Received, **Keith D. Waymire, in his personal capacity and as an heir and devisee of Margaret J. Waymire ("Grantor")**, do(es) hereby convey, release, remise, and forever quit claim unto **Keith Waymire and Connie Waymire, husband and wife**, whose address is **5904 North Little Lost River Hwy, Howe, ID 83244**, herein after called the Grantee, the following described premises situated in **Butte County, Idaho**, to-wit:

Township 10 North, Range 27 E.B.M., Butte County, Idaho

Section 19: N $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$

Section 20: SW $\frac{1}{4}$ NW $\frac{1}{4}$; W $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$

Section 29: W $\frac{1}{2}$ E $\frac{1}{2}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$; and that portion of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ lying North and East of the State Highway

together with its appurtenances.

Dated: 10-17-2024

Keith D. Waymire

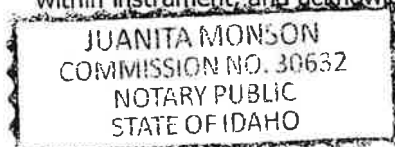
Keith D. Waymire

STATE OF Idaho)

ss.

COUNTY OF Bingham)

On this 17th day of October, 2024, before me, a Notary Public in and for said State, personally appeared **Keith D. Waymire**, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that he executed the same.



Juanita Monson
Notary Public of Idaho
Residing at: Blackfoot, ID
Commission Expires: 01/14/2025

1151757

QUITCLAIM DEED

BUTTE COUNTY
Recorded for:
Flying S Title and Escrow - BI
10:01:58 AM 10-18-2024
0000-062216
No. Pages: 1 Fee: \$15.00
SHELLY BLACKNER
County Clerk
Deputy: KG

FOR VALUE RECEIVED, in the amount of ten U.S. Dollars (\$10.00 valuable consideration, **LAURA MARY ANN SMITH**, in her personal capacity, and as an heir and devisee of Margaret J. Waymire ("Grantor"), does hereby convey, release, remise and forever quitclaim unto **KEITH AND CONNIE WAYMIRE, husband and wife** ("Grantees"), whose mailing address is P.O. Box 47, Howe, Idaho, 83244, any and all personal and/or beneficial interests in and to the following described premises, the title of which is vested in Margaret J. Waymire, is known by the parties as **Basinger Ranch**, and is situated along the Little Lost River Highway in **Butte County, Idaho**, to-wit:

Township 10 North, Range 27 E.B.M., Butte County, Idaho

Section 19: N $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$

Section 20: SW $\frac{1}{4}$ NW $\frac{1}{4}$; W $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$

Section 29: W $\frac{1}{2}$ E $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$; and that portion of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ lying North and East of the State Highway East

Together with its appurtenances.

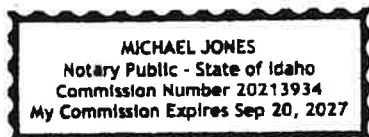
This deed is intended to convey to the Grantees all right, title, and interests of the Grantor, whether in her personal capacity or as an heir and devisee of Margaret J. Waymire, in and to said property, now owned or hereafter acquired.

Date 3-19, 2024.

Laura Mary Ann Smith
Signature, Grantor

STATE OF IDAHO)
) ss.
County of BINGHAM)

On this day of MARCH 19TH, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared LAURA MARY ANN SMITH, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that s/he executed the same.



Michael Jones
NOTARY PUBLIC for Idaho
Residing at: IDAHO
My Commission Expires: SEPT. 20TH, 2027

1151757

QUITCLAIM DEED

RECORDED

simp file

62216

Butte

10-18-24

Time 10:01 am

FOR VALUE RECEIVED, in the amount of ten U.S. Dollars (\$10.00), and other good and valuable consideration, **LAURA MARY ANN SMITH**, in her personal capacity and as an heir and devisee of Margaret J. Waymire ("Grantor"), does hereby convey, release, remise and forever quitclaim unto **KEITH AND CONNIE WAYMIRE, husband and wife** ("Grantees"), whose mailing address is P.O. Box 47, Howe, Idaho, 83244, any and all personal and/or beneficial interests in and to the following described premises, the title of which is vested in Margaret J. Waymire, is known by the parties as **Basinger Ranch**, and is situated along the Little Lost River Highway in **Butte County, Idaho**, to-wit:

Township 10 North, Range 27 E.B.M., Butte County, Idaho

Section 19: N $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$

Section 20: SW $\frac{1}{4}$ NW $\frac{1}{4}$; W $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$

Section 29: W $\frac{1}{2}$ E $\frac{1}{2}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$; and that portion of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ lying North and East of the State Highway

EAST

Together with its appurtenances.

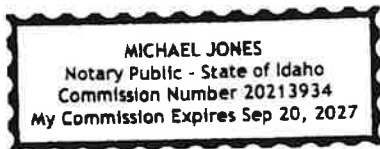
This deed is intended to convey to the Grantees all right, title, and interests of the Grantor, whether in her personal capacity or as an heir and devisee of Margaret J. Waymire, in and to said property, now owned or hereafter acquired.

Date 3-19, 2024.

Laura Mary Ann Smith
Signature, Grantor

STATE OF IDAHO)
) ss.
County of BINGHAM)

On this day of MARCH 19TH, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared LAURA MARY ANN SMITH, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that s/he executed the same.



Michael Jones
NOTARY PUBLIC for Idaho
Residing at: IDAHO
My Commission Expires: SEPT. 20TH, 2027

1151757

BUTTE COUNTY
Recorded for:
Flying S Title and Escrow - BI
10:02:02 AM 10-18-2024
0000-062217
No. Pages: 1 Fee: \$15.00
SHELLY BLACKNER
County Clerk
Deputy: KG

QUITCLAIM DEED

FOR VALUE RECEIVED, in the amount of one-hundred-thousand U.S. Dollars (\$100,000.00), and other good and valuable consideration, **AGNES COLLEEN MADARIETA**, in her personal capacity and as an heir and devisee of Margaret J. Waymire ("Grantor"), does hereby convey, release, remise and forever quitclaim unto **KEITH AND CONNIE WAYMIRE, husband and wife** ("Grantees"), whose mailing address is P.O. Box 47, Howe, Idaho, 83244, any and all personal and/or beneficial interests in and to the following described premises, the title of which is vested in Margaret J. Waymire, is known by the parties as **Basinger Ranch**, and is situated along the Little Lost River Highway in **Butte County, Idaho**, to-wit:

Township 10 North, Range 27 E.B.M., Butte County, Idaho

Section 19: N $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$

Section 20: SW $\frac{1}{4}$ NW $\frac{1}{4}$; W $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$

Section 29: W $\frac{1}{2}$ E $\frac{1}{2}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$; and that portion of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ lying North and East of the State Highway

Together with its appurtenances.

This deed is intended to convey to the Grantees all right, title, and interests of the Grantor, whether in her personal capacity or as an heir and devisee of Margaret J. Waymire, in and to said property, now owned or hereafter acquired.

Date 8-5, 2024.

Agnes Colleen Madarieta
Signature, Grantor

STATE OF IDAHO)
) ss.
County of Madison)

On this day of June 5, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Agnes Colleen Madarieta, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that s/he executed the same.



4855-2493-2018.v

Juanita Studebaker
NOTARY PUBLIC for Idaho
Residing at: Rebun
My Commission Expires: 05/28/27

1151757

E-RECORDED

-unapplied

ID#

62217

County

Butte

Date

10-18-24

Time

10:01am

QUITCLAIM DEED

FOR VALUE RECEIVED, in the amount of one-hundred-thousand U.S. Dollars (\$100,000.00), and other good and valuable consideration, **AGNES COLLEEN MADARIETA**, in her personal capacity and as an heir and devisee of Margaret J. Waymire ("Grantor"), does hereby convey, release, remise and forever quitclaim unto **KEITH AND CONNIE WAYMIRE, husband and wife** ("Grantees"), whose mailing address is P.O. Box 47, Howe, Idaho, 83244, any and all personal and/or beneficial interests in and to the following described premises, the title of which is vested in Margaret J. Waymire, is known by the parties as **Basinger Ranch**, and is situated along the Little Lost River Highway in **Butte County, Idaho**, to-wit:

Township 10 North, Range 27 E.B.M., Butte County, Idaho

Section 19: N $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$

Section 20: SW $\frac{1}{4}$ NW $\frac{1}{4}$; W $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$

Section 29: W $\frac{1}{2}$ E $\frac{1}{2}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$; and that portion of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ lying North and East of the State Highway

Together with its appurtenances.

This deed is intended to convey to the Grantees all right, title, and interests of the Grantor, whether in her personal capacity or as an heir and devisee of Margaret J. Waymire, in and to said property, now owned or hereafter acquired.

Date 8-5, 2024.

Agnes Colleen Madarieta
Signature, Grantor

STATE OF IDAHO)

) ss.

County of Madison)

On this day of June 5, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Agnes Colleen Madarieta, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that s/he executed the same.



Juanita Studebaker
NOTARY PUBLIC for Idaho
Residing at: Rexburg
My Commission Expires: 05/28/27

1151757

BUTTE COUNTY
Recorded for:
Flying S Title and Escrow - BI
10:01:42 AM 10-18-2024
0000-062212
No. Pages: 1 Fee: \$15.00
SHELLY BLACKNER
County Clerk
Deputy: KG

QUITCLAIM DEED

FOR VALUE RECEIVED, in the amount of one-hundred-thousand U.S. Dollars (\$100,000.00), and other good and valuable consideration, **PAULA INSKEEP**, in her personal capacity and as an heir and devisee of Margaret J. Waymire ("Grantor"), does hereby convey, release, remise and forever quitclaim unto **KEITH AND CONNIE WAYMIRE, husband and wife** ("Grantees"), whose mailing address is P.O. Box 47, Howe, Idaho, 83244, any and all personal and/or beneficial interests in and to the following described premises, the title of which is vested in Margaret J. Waymire, is known by the parties as **Basinger Ranch**, and is situated along the Little Lost River Highway in **Butte County, Idaho**, to-wit:

Township 10 North, Range 27 E.B.M., Butte County, Idaho

Section 19: N $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$

Section 20: SW $\frac{1}{4}$ NW $\frac{1}{4}$; W $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$

Section 29: W $\frac{1}{2}$ E $\frac{1}{2}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$; and that portion of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ lying North and ~~Estate~~ ^{EAST} of the State Highway

Together with its appurtenances.

This deed is intended to convey to the Grantees all right, title, and interests of the Grantor, whether in her personal capacity or as an heir and devisee of Margaret J. Waymire, in and to said property, now owned or hereafter acquired.

Date June 6th, 2024.

Paula Jean Inskeep
Signature of Grantor

STATE OF IDAHO)

County of Power) ss.

On this day of June 6th, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Paula Jean Inskeep, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that s/he executed the same.



Cindy Ortiz
NOTARY PUBLIC for Idaho
Residing at: American Falls
My Commission Expires: 3/31/2029

1151757

E-RECORDED

samplefile

ID:

County:

Date:

Time:

QUITCLAIM DEED

FOR VALUE RECEIVED, in the amount of one-hundred-thousand U.S. Dollars (\$100,000.00), and other good and valuable consideration, **PAULA INSKEEP**, in her personal capacity and as an heir and devisee of Margaret J. Waymire ("Grantor"), does hereby convey, release, remise and forever quitclaim unto **KEITH AND CONNIE WAYMIRE, husband and wife** ("Grantees"), whose mailing address is P.O. Box 47, Howe, Idaho, 83244, any and all personal and/or beneficial interests in and to the following described premises, the title of which is vested in Margaret J. Waymire, is known by the parties as **Basinger Ranch**, and is situated along the Little Lost River Highway in **Butte County, Idaho**, to-wit:

Township 10 North, Range 27 E.B.M., Butte County, Idaho

Section 19: N $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$

Section 20: SW $\frac{1}{4}$ NW $\frac{1}{4}$; W $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$

Section 29: W $\frac{1}{2}$ E $\frac{1}{2}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$; and that portion of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ lying North and ~~Estate~~ ^{EAST} of the State Highway

Together with its appurtenances.

This deed is intended to convey to the Grantees all right, title, and interests of the Grantor, whether in her personal capacity or as an heir and devisee of Margaret J. Waymire, in and to said property, now owned or hereafter acquired.

Date June 6th, 2024.

Paula Jean Inskeep
Signature Grantor

STATE OF IDAHO)
) ss.
County of Power)

On this day of June 6th, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Paula Jean Inskeep, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that s/he executed the same.



Cindy Ortiz
NOTARY PUBLIC for Idaho
Residing at: American Falls
My Commission Expires: 3/31/2029

1151757

QUITCLAIM DEED

BUTTE COUNTY
Recorded for:
Flying S Title and Escrow - BI
10:01:54 AM 10-18-2024
0000-062215
No. Pages: 1 Fee: \$15.00
SHELLY BLACKNER
County Clerk
Deputy: KG

FOR VALUE RECEIVED, in the amount of ten U.S. Dollars (\$10.00 valuable consideration, **MARCHETA LOUISE MAYS**, in her personal capacity and as an heir and devisee of Margaret J. Waymire ("Grantor"), does hereby convey, release, remise and forever quitclaim unto **KEITH AND CONNIE WAYMIRE, husband and wife** ("Grantees"), whose mailing address is P.O. Box 47, Howe, Idaho, 83244, any and all personal and/or beneficial interests in and to the following described premises, the title of which is vested in Margaret J. Waymire, is known by the parties as **Basinger Ranch**, and is situated along the Little Lost River Highway in **Butte County, Idaho**, to-wit:

Township 10 North, Range 27 E.B.M., Butte County, Idaho

Section 19: N½NE¼; SE¼NE¼

Section 20: SW¼NW¼; W½NW¼NW¼; SE¼NW¼NW¼

Section 29: W½E½; SE¼NW¼; E½SW¼; and that portion of the SW¼NW¼ lying North and ~~Estate~~ East of the State Highway

Together with its appurtenances.

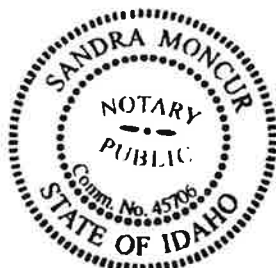
This deed is intended to convey to the Grantees all right, title, and interests of the Grantor, whether in her personal capacity or as an heir and devisee of Margaret J. Waymire, in and to said property, now owned or hereafter acquired.

Date March 1, 2024.

Marcheta Louise Mays
Signature, Grantor

STATE OF IDAHO)
) ss.
County of IDAHO)

On this day of March 1, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Marcheta Louise Mays, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that s/he executed the same.



Sandra Moncur
NOTARY PUBLIC for Idaho
Residing at: ARCO, ID 83213
My Commission Expires: 11-13-2029

1151757

QUITCLAIM DEED

E-RECORDED

simple

67215
Butte
Date 10-18-24 Time 10:01 am

FOR VALUE RECEIVED, in the amount of ten U.S. Dollars (\$10.00), and other good and valuable consideration, **MARCHETA LOUISE MAYS**, in her personal capacity and as an heir and devisee of Margaret J. Waymire ("Grantor"), does hereby convey, release, remise and forever quitclaim unto **KEITH AND CONNIE WAYMIRE, husband and wife** ("Grantees"), whose mailing address is P.O. Box 47, Howe, Idaho, 83244, any and all personal and/or beneficial interests in and to the following described premises, the title of which is vested in Margaret J. Waymire, is known by the parties as **Basinger Ranch**, and is situated along the Little Lost River Highway in **Butte County, Idaho**, to-wit:

Township 10 North, Range 27 E.B.M., Butte County, Idaho

Section 19: N $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$

Section 20: SW $\frac{1}{4}$ NW $\frac{1}{4}$; W $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$

Section 29: W $\frac{1}{2}$ E $\frac{1}{2}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$; and that portion of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ lying North and East of the State Highway

Together with its appurtenances.

This deed is intended to convey to the Grantees all right, title, and interests of the Grantor, whether in her personal capacity or as an heir and devisee of Margaret J. Waymire, in and to said property, now owned or hereafter acquired.

Date March 1, 2024.

Marcheta Louise Mays
Signature, Grantor

STATE OF IDAHO)
) ss.
County of IDAHO)

On this day of March 1, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Marcheta Louise Mays, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that s/he executed the same.



Sandra Moncur
NOTARY PUBLIC for Idaho
Residing at: ARCO, ID 83213
My Commission Expires: 11-13-2029

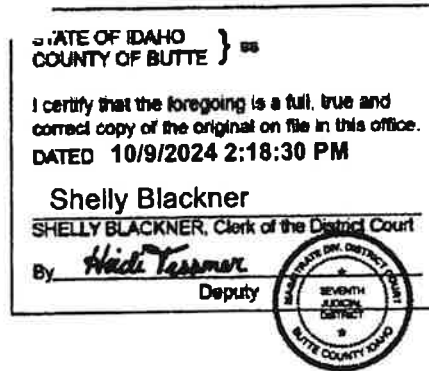
1151757

C. Edward Cather, ISB #6297
Daniel Biddulph, ISB #11561
PARSONS BEHLE & LATIMER
350 Memorial Drive, Suite 300
Idaho Falls, Idaho 83402
Telephone: 208.522.6700
Facsimile: 208.522.5111
ECather@parsonsbehle.com
DBiddulph@parsonsbehle.com

Attorneys for Petitioner Keith Waymire

BUTTE COUNTY
Recorded for:
Flying S Title and Escrow - BI
10:01:35 AM 10-18-2024
0000-062210
No. Pages: 4 Fee: \$19.00
SHELLY BLACKNER
County Clerk
Deputy: KG

Filed: 10/21/2022 09:52:59
Seventh Judicial District, Butte County
Shelly Blackner, Clerk of the Court
By: Deputy Clerk - Thurgood, Beth



IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BUTTE

IN THE MATTER OF THE ESTATE OF
MARGARET JANET WAYMIRE,

Decedent.

Case No. CV12-22-0114

**ORDER DETERMINING
HEIRS**

On the 13th day of October 2022, the Petition of Keith Waymire for an Order Determining Heirs of Margaret Janet Waymire, deceased, was heard. The court, having considered the Petition and any evidence pertaining thereto,

HEREBY ORDERS AND DECREES AS FOLLOWS:

1. The court has jurisdiction with the respect to the above estate, these proceedings, and the subject matter thereof.
2. Venue is proper in this Court pursuant to Idaho Code § 15-3-201 because Margaret Janet Waymire was domiciled and owned real property in Butte County at the time of her death.
3. The time required for notice has expired.

E-RECORDED

-impfile

ID. 62210
County: Butte
Date: 10-18-24 Time: 10:01 am

1151757

C. Edward Cather, ISB #6297
Daniel Biddulph, ISB #11561
PARSONS BEHLE & LATIMER
350 Memorial Drive, Suite 300
Idaho Falls, Idaho 83402
Telephone: 208.522.6700
Facsimile: 208.522.5111
ECather@parsonsbehle.com
DBiddulph@parsonsbehle.com

Attorneys for Petitioner Keith Waymire

Filed: 10/21/2022 09:52:59
Seventh Judicial District, Butte County
Shelly Blackner, Clerk of the Court
By: Deputy Clerk - Thurgood, Beth

STATE OF IDAHO COUNTY OF BUTTE	} ss
I certify that the foregoing is a full, true and correct copy of the original on file in this office. DATED 10/9/2024 2:18:30 PM	
Shelly Blackner SHELLY BLACKNER, Clerk of the District Court	
By: <u>Hadi Tassar</u> Deputy	

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BUTTE

IN THE MATTER OF THE ESTATE OF
MARGARET JANET WAYMIRE,

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HEREBY ORDERS AND DECREES AS FOLLOWS:

1. The court has jurisdiction with the respect to the above estate, these proceedings, and the subject matter thereof.
2. Venue is proper in this Court pursuant to Idaho Code § 15-3-201 because Margaret Janet Waymire was domiciled and owned real property in Butte County at the time of her death.
3. The time required for notice has expired.

4. All required notices have been given or waived.
5. Margaret Janet Waymire died testate on November 23, 2007.
6. The Decedent's estate was never probated and cannot be probated because more than three (3) years have passed since the Decedent's death. *See* Idaho Code § 15-3-108.
7. The names and addresses of the decedent's living heirs are:

<u>Name & Relationship</u>	<u>Current Address</u>
Paula Jean Inskip (daughter)	3030 W 1400 S Aberdeen, Idaho 83210
Janet Margaret Cummins (daughter)	615 Hazel Street Arco, Idaho 83213
David Lee Waymire (son)	2972 W 2400 N Arco, Idaho 83213
Marcheta Louise Mays (daughter)	1441 Hwy 33 Howe, Idaho 83244
Laura Mary Ann Smith (daughter)	3620 Georgia Lane Ammon, Idaho 83406
Agnes Colleen Madarieta (daughter)	3750 N 1400 W Howe, Idaho 83244
Keith D. Waymire (son)	P.O. Box 47 Howe, Idaho 83244

8. At the time of Decedent's death, she may have owned an interest in the following legally described properties, located in Butte County, Idaho:

Parcel 1 – Butte County Parcel No. RP10N27E190050

N2NE4, SE4NE4 SEC 19

Parcel 2 – Butte County Parcel No. RP10N27E203600

PAT# 11-82-0008 ON 12-10-81,

W2NW4NW4; SE4NW4NW4-30A, SW4NW4 SEC 20

Parcel 3 – Butte County Parcel No. RP10N27E290600

W2E2, SE4NW4, FRSW4NW4 T# 7-59, E2SW4 SEC 29

9. At the time of Decedent's death, the distribution of this estate was governed by the provisions of Idaho Code § 15-2-103 which provides as follows:

The part of the intestate estate not passing to the surviving spouse under section 15-2-102 of this part, or the entire intestate estate if there is no surviving spouse, passes as follows:

- (a) To the issue of the decedent; if they are all of the same degree of kinship to the decedent they take equally, but if of unequal degree, then those of more remote degree take by representation;

10. Decedent was not survived by a spouse. Accordingly, Decedent's entire intestate estate passes to the decedent's living issue pursuant to Idaho Code § 15-2-103.

DATED 10/20/2022

10/20/2022 01:22 PM

Ralph Savage

Magistrate Judge



CLERK'S CERTIFICATE OF SERVICE

The undersigned certifies under penalty of perjury under the laws of the State of Idaho that, on the date given below, (he/she) caused to be served a copy of ORDER DETERMINING HEIRS upon the following person(s) via First Class U.S. mail, postage prepaid:

C. Edward Cather Daniel E. Biddulph Parsons Behle & Latimer ecather@parsonsbehle.com dbiddulph@parsonsbehle.com	☐ U.S. Mail, Postage Prepaid ☐ Hand Delivery ☒ Electronic Mail or CM/ECF
Breck Barton Barton Atkinson & Murdoch, PC BreckB@bamattorneys.com	☐ U.S. Mail, Postage Prepaid ☐ Hand Delivery ☒ Electronic Mail or CM/ECF
Paula Jean Inskeep 3030 W 1400 S Aberdeen, Idaho 83210	☒ U.S. Mail, Postage Prepaid ☐ Hand Delivery ☐ Electronic Mail or CM/ECF
Janet Margaret Cummins 615 Hazel Street Arco, Idaho 83213	☒ U.S. Mail, Postage Prepaid ☐ Hand Delivery ☐ Electronic Mail or CM/ECF
Marcheta Louise Mays 1441 Hwy 33 Howe, Idaho 83244	☒ U.S. Mail, Postage Prepaid ☐ Hand Delivery ☐ Electronic Mail or CM/ECF
Laura Mary Ann Smith 3620 Georgia Lane Ammon, Idaho 83406	☒ U.S. Mail, Postage Prepaid ☐ Hand Delivery ☐ Electronic Mail or CM/ECF
David Lee Waymire 2972 W 2400 N Arco, Idaho 83213	☒ U.S. Mail, Postage Prepaid ☐ Hand Delivery ☐ Electronic Mail or CM/ECF

DATED 10/21/2022 9:53:43 AM


Deputy Clerk



1151757

BUTTE COUNTY
Recorded for:
Flying S Title and Escrow - BI
10:01:46 AM 10-18-2024
0000-062213
No. Pages: 1 Fee: \$15.00
SHELLY BLACKNER
County Clerk
Deputy: KG

QUITCLAIM DEED

FOR VALUE RECEIVED, in the amount of one-hundred-thousand U.S. Dollars (\$100,000.00), and other good and valuable consideration, ~~JANET MARGARET CUMMINS~~ ^{Margaret Janet} ~~JANET MARGARET CUMMINS~~, in her personal capacity and as an heir and devisee of Margaret J. Waymire ("Grantor"), does hereby convey, release, remise and forever quitclaim unto **KEITH AND CONNIE WAYMIRE, husband and wife** ("Grantees"), whose mailing address is P.O. Box 47, Howe, Idaho, 83244, any and all personal and/or beneficial interests in and to the following described premises, the title of which is vested in Margaret J. Waymire, is known by the parties as **Basinger Ranch**, and is situated along the Little Lost River Highway in **Butte County, Idaho**, to-wit:

Township 10 North, Range 27 E.B.M., Butte County, Idaho

Section 19: N½NE¼; SE¼NE¼

Section 20: SW¼NW¼; W½NW¼NW¼; SE¼NW¼NW¼

Section 29: W½E½; SE¼NW¼; E½SW¼; and that portion of the SW¼NW¼ lying North and East of the State Highway

Together with its appurtenances.

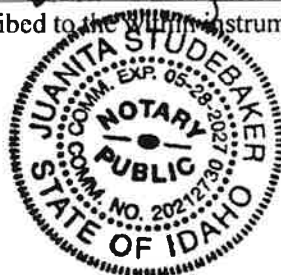
This deed is intended to convey to the Grantees all right, title, and interests of the Grantor, whether in her personal capacity or as an heir and devisee of Margaret J. Waymire, in and to said property, now owned or hereafter acquired.

Date 6/5/24, 2024

Margaret Janet Waymire Cummins
Signature Grantor

STATE OF IDAHO)
) ss.
County of Madison)

On this day of June, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Margaret Janet Waymire Cummins, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that s/he executed the same.



Juanita Studebaker
NOTARY PUBLIC for Idaho
Residing at: Rexburg
My Commission Expires: 05/28/27

1151757

E-RECORDED

-unfiled

ID

67213

County

Butte

Date

10-18-24

Time

10:01 am

QUITCLAIM DEED

FOR VALUE RECEIVED, in the amount of one-hundred-thousand U.S. Dollars (\$100,000.00), and other good and valuable consideration, ~~JANET MARGARET CUMMINS~~ ^{Margaret Janet} CUMMINS, in her personal capacity and as an heir and devisee of Margaret J. Waymire ("Grantor"), does hereby convey, release, remise and forever quitclaim unto **KEITH AND CONNIE WAYMIRE, husband and wife** ("Grantees"), whose mailing address is P.O. Box 47, Howe, Idaho, 83244, any and all personal and/or beneficial interests in and to the following described premises, the title of which is vested in Margaret J. Waymire, is known by the parties as **Basinger Ranch**, and is situated along the Little Lost River Highway in **Butte County, Idaho**, to-wit:

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Section 19: N½NE¼; SE¼NE¼

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Section 29: W½E½; SE¼NW¼; E½SW¼; and that portion of the SW¼NW¼ lying North and East of the State Highway

Together with its appurtenances.

This deed is intended to convey to the Grantees all right, title, and interests of the Grantor, whether in her personal capacity or as an heir and devisee of Margaret J. Waymire, in and to said property, now owned or hereafter acquired.

Date 6/5/24, 2024.

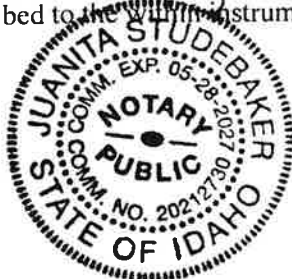
Margaret Janet Waymire Cummins
Signature Grantor

STATE OF IDAHO)

) ss.

County of Madison)

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Juanita Studebaker
NOTARY PUBLIC for Idaho
Residing at: Rexburg
My Commission Expires: 05/28/27

1151757

QUITCLAIM DEED

FOR VALUE RECEIVED, in the amount of ten U.S. Dollars (\$10.00), and other good and valuable consideration, **FRED WAYMIRE AND JOHN WAYMIRE, as Joint Personal Representatives for and on behalf of the ESTATE OF DAVID LEE WAYMIRE** ("Grantors"), do hereby convey, release, remise and forever quitclaim unto **KEITH AND CONNIE WAYMIRE, husband and wife** ("Grantees"), whose mailing address is P.O. Box 47, Howe, Idaho, 83244, any and all personal and/or beneficial interests David Lee Waymire and/or the Estate of David Lee Waymire has, including as an heir and devisee of Margaret J. Waymire, in and to the following described premises, the title of which is vested in the Estate of Margaret J. Waymire, is known by the parties as **Basinger Ranch, and is situated along the Little Lost River Highway in Butte County, Idaho, to-wit**

Township 10 North, Range 27 E.B.M., Butte County, Idaho

Section 19: N $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$

Section 20: SW $\frac{1}{4}$ NW $\frac{1}{4}$; W $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$

Section 29: W $\frac{1}{2}$ E $\frac{1}{2}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$; and that portion of the SW $\frac{1}{4}$ North and ~~Estate~~ ^{East} of the State Highway

Together with its appurtenances.

This deed is intended to convey to the Grantees all right, title, and interests of the Grantors, for and on behalf of David Lee Waymire and/or the Estate of David Lee Waymire, including those interests as an heir and devisee of Margaret J. Waymire, in and to said property, now owned or hereafter acquired.

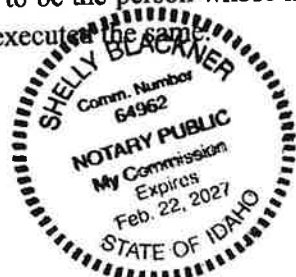
Date March 18, 2024.

John Waymire
Signature, Grantor

Shelly Blackner
Signature, Grantor

STATE OF IDAHO)
) ss.
County of Butte)

On this day of 18th March, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Fred Waymire & John Waymire, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that s/he executed the same.



Shelly Blackner
NOTARY PUBLIC for Idaho
Residing at: Butte County
My Commission Expires: 2-22-2027

BUTTE COUNTY
Recorded for:
Flying S Title and Escrow - BI
10:01:50 AM 10-18-2024
0000-062214
No. Pages: 1 Fee: \$15.00
SHELLY BLACKNER
County Clerk
Deputy: KG

1151757

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Section 29: W½E½; SE¼NW¼; E½SW¼; and that portion of the SW¼NW¼ lying North and ~~Estate~~ East of the State Highway

Together with its appurtenances.

This deed is intended to convey to the Grantees all right, title, and interests of the Grantors, for and on behalf of David Lee Waymire and/or the Estate of David Lee Waymire, including those interests as an heir and devisee of Margaret J. Waymire, in and to said property, now owned or hereafter acquired.

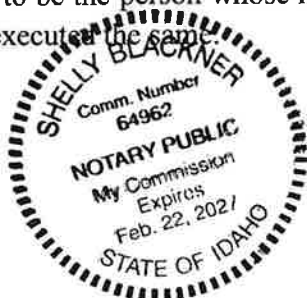
Date March 18, 2024.

John Waymire
Signature, Grantor

Fred Waymire
Signature, Grantor

STATE OF IDAHO)
) ss.
County of Butte)

On this day of 18th March, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Fred Waymire & John Waymire, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that s/he executed the same.



Shelly Blackner
NOTARY PUBLIC for Idaho
Residing at: Butte County
My Commission Expires: 2-22-2027

#1151757

(Space Above This Line For Recording Data)

LOAN NUMBER: 4013814570

COMMERCIAL REAL ESTATE MORTGAGE
FUTURE ADVANCES AND FUTURE OBLIGATIONS ARE SECURED BY THIS REAL ESTATE MORTGAGE

This COMMERCIAL REAL ESTATE MORTGAGE ("Security Instrument") is made on October 17, 2024 between the mortgagor(s) KEITH WAYMIRE, HUSBAND, whose address is 5904 NORTH LITTLE LOST RIVER HIGHWAY, HOWE, Idaho 83244, and CONNIE WAYMIRE, WIFE, whose address is 5904 NORTH LITTLE LOST RIVER HIGHWAY, HOWE, Idaho 83244 ("Mortgagor"), and 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. Mortgagor in consideration of loans extended by Lender up to a maximum principal amount of Three Hundred Six Thousand and 00/100 Dollars (U.S. \$306,000.00) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, hereby mortgages, grants and conveys to Lender, its successors and assigns, forever, the following described property located in the County of Butte, State of Idaho:

Address: TOWNSHIP 10 NORTH, RANGE 27 E.B.M., SECTION 19, 20, AND 29, HOWE, Idaho 83244
Legal Description: Township 10 North, Range 27 E.B.M., Butte County, Idaho Section 19: N1/2NE1/4; SE1/4NE1/4 Section 20: SW1/4NW1/4; W1/2NW1/4NW1/4; SE1/4NW1/4NW1/4 Section 29: W1/2E1/2; SE1/4NW1/4; E1/2SW1/4; and that portion of the SW1/4NW1/4 lying North and East of the State Highway
ALL IRRIGATION EQUIPMENT, INCLUDING BUT NOT LIMITED TO: SPINKLER EQUIPMENT, INCLUDING PUMPS, MOTORS, BURIED AND PORTABLE MAINLINE, PANELS, PIVOTS AND ALL OTHER LINES NOW OWNED OR HEREAFTER ACQUIRED. INCLUDING BUT NOT LIMITED TO: 1 eleven-tower T&L windshield pivot, 4 quarter-mile wheel lines, 2 handlines, 6,100 feet (more or less) of buried PVC mainline, NORTH PUMP: 25 horsepower motor, SOUTH PUMP: 125 horsepower motor on a turbine-style pump Due to winter conditions the pumps were not accessible.
Water Right #33-99, Decreed, 04/1891 Priority Date, Little Lost River, 0.3 CFS, 4.5 GPM over 30 acres
Water Right #33-2072C, Decreed, 12/1954 Priority Date, Groundwater, 0.4 CFS, 1.125 GPM over 160 acres
Water Right #33-2135B, Decreed, 01/1949 Priority Date, Groundwater, 1.6 CFS, 9.0 GPM over 80 acres
Water Right #33-7193, LICENSE, 01/1983 Priority Date, Groundwater, 4.38 CFS, 9.0 GPM, 766.5 AF, 3.5 AFA over 219 acres
Water Right #33-10028, Decreed, 08/1957 Priority Date, Groundwater, 0.43 CFS, 5.09 GPM over 38 acres
Property Size: 490 acres.

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



E-RECORDED

simplifile®

ID: _____

County: _____

Date: _____

Time: _____

#1151757

(Space Above This Line For Recording Data)

LOAN NUMBER: 4013814570

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Address: TOWNSHIP 10 NORTH, RANGE 27 E.B.M., SECTION 19, 20, AND 29, HOWE, Idaho 83244
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ALL IRRIGATION EQUIPMENT, INCLUDING BUT NOT LIMITED TO: SPINKLER EQUIPMENT, INCLUDING PUMPS, MOTORS, BURIED AND PORTABLE MAINLINE, PANELS, PIVOTS AND ALL OTHER LINES NOW OWNED OR HEREAFTER ACQUIRED. INCLUDING BUT NOT LIMITED TO: 1 eleven-tower T&L windshield pivot, 4 quarter-mile wheel lines, 2 handlines, 6,100 feet (more or less) of buried PVC mainline, NORTH PUMP: 25 horsepower motor, SOUTH PUMP: 125 horsepower motor on a turbine-style pump Due to winter conditions the pumps were not accessible.
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Property Size: 490 acres.

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 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 MORTGAGE**.

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 all amounts, subject to any limitations as to the maximum amount which may be secured as contained herein, 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 Mortgagor to Lender 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"). Without limiting the foregoing, Indebtedness expressly includes the following:

Promissory Note. The principal amount of \$306,000.00 evidenced by the promissory note dated October 17, 2024 made by Mortgagor, payable to the order of Lender, and all interest, charges, and other amounts which may be or may become owed as provided under the terms of said promissory note, and any and all amendments, modifications, renewals, extensions, reamortizations, or substitutions thereof.

Protective Advances. All amounts advanced by or on behalf of Lender, its successors or assigns, to preserve or protect the Property or fulfill any of the obligations of Mortgagor, under this Security Instrument or any of the Related Documents, including without limitation, any protective advances made with respect to the Property for the payment of taxes, assessments, insurance premiums, costs incurred for the protection of the Property and other costs which Lender is authorized by this Security Instrument or any of the Related Documents to pay on behalf of Mortgagor.

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.

Consumer Purpose Loan Exclusion. Notwithstanding anything to the contrary, Indebtedness specifically excludes any obligation pursuant to a credit transaction which was offered or extended primarily for personal, family, or household purposes.

Maximum Amount Secured. Notwithstanding any other provision of this Security Instrument, the maximum principal amount of Indebtedness that may be secured at any one time is \$306,000.00.

MATURITY DATE. The Indebtedness, if not paid earlier, shall be due on October 17, 2034.

WARRANTIES. Mortgagor, 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. Mortgagor 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, Mortgagor is lawfully seised of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Mortgagor covenants that the Property is unencumbered and free of all liens except for encumbrances of record acceptable to Lender. Further, Mortgagor covenants that Mortgagor 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. Mortgagor 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. Mortgagor 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. Mortgagor promises to abstain from the commission of any waste on or in connection with the Property. Further, Mortgagor 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. Mortgagor 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. Mortgagor 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 obtain insurance coverage at Grantor's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but may or may not protect Grantor, Grantor's equity in the Property, or the contents of the Property against any risk, hazard, or liability. Grantor acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Grantor could have obtained. Any amounts disbursed by Lender in obtaining insurance coverage shall become additional debt of Grantor under this Security Instrument and shall be secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Grantor requesting payment. 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. Mortgagor 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 Mortgagor or the Property.

Environmental Laws and Hazardous or Toxic Materials. Mortgagor 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 Mortgagor 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. Mortgagor 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. Mortgagor 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 Mortgagor; (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 Mortgagor or Mortgagor's failure to comply fully and timely with environmental laws.

Financial Information. Mortgagor 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. Mortgagor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records, and files of Mortgagor.

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 Mortgagor 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 Mortgagor.

ASSIGNMENT OF LEASES AND RENTS. As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Mortgagor 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 Mortgagor is not in default, Mortgagor 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 Mortgagor, 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. Mortgagor 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, Mortgagor 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. Mortgagor appoints Lender as attorney-in-fact on behalf of Mortgagor. If Mortgagor fails to fulfill any of Mortgagor'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 Mortgagor. This power of attorney shall not be affected by the disability of the Mortgagor.

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 Mortgagor or any person obligated on the Indebtedness;
- (d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Mortgagor or of any person or entity obligated on the Indebtedness;
- (e) Any assignment by Mortgagor for the benefit of Mortgagor's creditors;
- (f) A material adverse change occurs in the financial condition, ownership, or management of Mortgagor 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 Mortgagor, 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. Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor.

The parties agree that the remedies available may be inadequate compensation for any loss. Therefore, to the extent allowed by applicable law, in Lender's sole discretion, Lender may seek specific performance of any promise, obligation, or covenant contained in this Security Instrument. Any defense in any action for specific performance that the remedy at law would be adequate is waived.

To the extent allowed by law, all of Lender's rights and remedies, however evidenced and from whichever source they derive, are cumulative in nature. Lender is entitled to exercise any remedy in any order it determines appropriate. Lender may exercise remedies singularly or concurrently.

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.

JOINT AND SEVERAL LIABILITY. The liability of all parties obligated in any manner under this Security Instrument shall be joint and several, to the extent of their respective obligations.

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 Mortgagor.

NOTICES. Unless otherwise required by applicable law or provided under this Security Instrument, any notice or demand given by Lender to any party is considered effective when: (i) 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. Such notice or demand shall be sent to the party at the address contained herein or at an alternative address, e-mail address, or facsimile number as may be provided to Lender in writing. Any notice given to Lender must be addressed to Lender at the address contained herein or at an alternative address as may be provided by Lender in writing.

GENERAL WAIVERS. Mortgagor, to the extent permitted by law, hereby waives (a) notice of acceptance of this Security Instrument, and all notice of the creation, extension of, or accrual of any of the Indebtedness; (b) diligence, presentment, protest, demand for payment, notice of dishonor, notice of intent to accelerate, and notice of acceleration in connection with the Indebtedness or any other obligations now existing or hereafter owing which are secured by this Security Instrument; (c) any requirement that Lender proceed against or pursue any other collateral securing or any other party responsible for some or all of the Indebtedness; (d) any requirement that Lender pursue or exhaust any other remedy available to Lender; (e) any right to request that Lender marshal any other collateral; (f) failure to protect, preserve, or resort to any collateral; and (g) any and all defenses that could be asserted by Mortgagor, including, but not limited to, any defenses arising out of failure of consideration, breach of warranty, fraud, payment, statute of frauds, bankruptcy, lack of capacity, statute of limitations, Lender liability, unenforceability of any loan document, accord and satisfaction, usury, or the extension, renewal, and modification of the Indebtedness.

Mortgagor, to the extent permitted by law, further waives and agrees not to assert any and all rights, benefits, and defenses that might otherwise be available under the provisions of the governing law that might operate, contrary to any agreements between Mortgagor, and Lender, to limit Mortgagor's liability to Lender, including all defenses of suretyship.

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

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

LENDER'S EXPENSES. Mortgagor 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 Mortgagor. Mortgagor 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 is governed by the laws of the State of Idaho except to the extent that federal law controls.

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.

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

Keith Waymire 10-17-24
KEITH WAYMIRE Date
Individually

Connie Waymire 10-17-24
CONNIE WAYMIRE Date
Individually

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IDAHO

COUNTY OF Bingham

On this the October 17th, 2024, before me, Juanita Monson, personally appeared KEITH WAYMIRE, HUSBAND, and CONNIE 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.

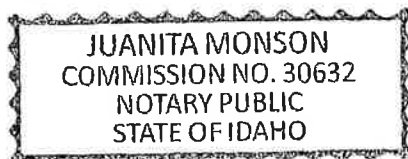
My commission expires: 01-14-2025

residing at

Blackfoot ID

Identification Number 30632

(Official Seal)



THIS INSTRUMENT PREPARED BY:
THE BANK OF COMMERCE
BLACKFOOT
624 Jensen Grove Drive
Blackfoot ID 832210000

AFTER RECORDING RETURN TO:
The Bank of Commerce
624 Jensen Grove Drive
Blackfoot ID 832210000



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

September 17, 2025

KEITH D WAYMIRE
CONNIE WAYMIRE
5904 N LITTLE LOST RIVER HWY
HOWE ID 83244-8737

Re: Change in Ownership for Water Right No(s): 33-99, 33-2072C, 33-2135B, 33-7193, 33-10028

Dear Water Right Holder(s):

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

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 208-525-7161.

Sincerely,

Misty Pettis
Office Specialist 2

Enclosure(s)

c: THE BANK OF COMMERCE



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

September 10, 2025

KEITH WAYMIRE
CONNIE WAYMIRE
5904 N LLR HWY
HOWE ID 83244

RE: Change in Ownership Water Right No. 33-99, 33-2072C, 33-2135B, 33-7193, 33-10028

Dear Sir/Madam:

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

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

**** **Evidence of Ownership:** In order for the department to update the ownership on a water right a copy of the recorded Warranty Deed or other legal document indicating your ownership is required. Unfortunately, the department cannot use a Mortgage as evidence of ownership. Please supply a copy of the recorded vesting deed.

Because the Department cannot process the ownership change 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.

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact the Department if you have any questions.

Sincerely,

Jonie Bailly
Technical Records Specialist

Enclosure(s)

SCANNED

SEP 10 2025