



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A • Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 • Fax: (208) 525-7177 • Web Site: www.idwr.idaho.gov

EASTERN REGION

May 25, 2007

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

IDAHO HOLDINGS LLC
5004 MONUMENT AVE STE 200
RICHMOND VA 23230

RE: Notice of Change of Water Right Ownership (NCO) for 22-13245, 22-13247
and Notice of Completed Administrative Proceeding (NCAP)

Dear Sir or Madam:

On January 11, 1007, the Idaho Department of Water Resources (IDWR) received an NCO changing the right holder for the above referenced water right(s). Based on this NCO, IDWR water right records for the Snake River Basin Adjudication (SRBA) have been updated.

Furthermore, as directed by the SRBA Court, this office mailed a copy of the updated water right record(s) to each party listed on the enclosed NCAP. The intent of this mailing is to ensure each party has a current record of water right(s) as recorded in the SRBA.

Please feel free to contact me if you have any questions concerning this matter.

Respectfully,

Jennifer Crabtree
Technical Records Specialist

Enclosure

cc: David McWethy
James McWethy
Laura McWethy
Saundra Sewell

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)

Water Rights: 22-13245, 22-13247

Case No. 39576)

**NOTICE OF COMPLETED
ADMINISTRATIVE
PROCEEDING**

IDWR has completed the following Administrative proceeding:

☐ Address change

☒ Substitution of Party

☐ I.C. § 42-222 transfer

☐ point of diversion ☐ place of use

☐ period of use ☐ nature of use

☐ split of water right ☐ change in ownership

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above as set forth in the attached *Amended Director's Reports* for said water rights. No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: May 18, 2007

Ernest Carlson
Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on May 29, 2007, I mailed the original and copies of this form to the following persons, postage prepaid by regular mail and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
PO Box 2707
Twin Falls ID 83303-2707

2. One copy to:

Claimant/Seller for Substitution of Party or attorney of record:
David B, James B, & Laura McWethy and
Saundra Sewell
107 Shadow End
Victor ID 83455

3. One copy to:

Claimant/Purchaser for Substitution of Party, or attorney of record:
Idaho Holdings, LLC
5004 Monument Ave., Suite 200
Richmond, VA 23230

4. One copy to:

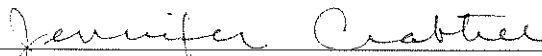
Each party in the subcase, or attorney of record
N/A

5. One copy each to:

Chief Natural Resources Division
Office of the Attorney General
PO Box 44449
Boise ID 83711-4449

6. One Copy to:

United States Dept of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724



Signature of person or attorney mailing the form

OK JC 4/27/07

RECEIVED

JAN 11 2007

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Department of Water Resources
Eastern Region

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s)	Adjudication Claim No(s)	Split	Water Right No(s)	Adjudication Claim No(s)	Split
22-13247					
22-13245					

needs
NCAP

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

DAVID B. MCWETHY, JAMES B. MCWETHY,
 LAURA MCWETHY, SAUNDRA SEWELL
 107 SHADOW END, VICTOR, ID 83455

4. New Owner/Claimant(s)

IDAHO HOLDINGS, LLC

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

5004 MONUMENT AVE, SUITE 200

City, State and ZIP Code

RICHMOND, VA 23230

New Telephone Number

(804) 359-8444 (307) 732-2028

5. Date you acquired the property

7/1/2004

CM 5-9-07

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number <u>22-13247</u>		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	<u>1.14 cfs.</u>	<u>61</u>
Stock		
Domestic		
Other		
Total		

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation		
Stock		
Domestic		
Other		
Total		

- X 7. Signature of New Owner(s) or Claimant(s) _____
(include title if applicable)

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by _____	Date _____	Fee _____
Received by _____	Date _____	Receipt No. _____
Processed by _____ AJ	Date _____	WR _____ Date _____

148683

RECEIVED

JUN 19 2002

TETON CO., ID
CLERK RECORDER**QUITCLAIM DEED**

For Value Received: David Burch McWethy and Sandra Knowles Sewell, husband and wife and James Burch McWethy, an unmarried man and Laura Katzner McWethy, an unmarried woman.

Do hereby convey, release, remise and forever quitclaim unto:
David Burch McWethy and Sandra Knowles Sewell, husband and wife, a 20% undivided interest and James Burch McWethy, an unmarried man, a 70% undivided interest and Laura Katzner McWethy, an unmarried woman, a 10% undivided interest.

Whose address is: 107 Shadow End, Victor, ID 83455

Hereinafter called the Grantee, the following described premises situated in Teton County, Idaho, to-wit:

Township 5 North, Range 45 east, Boise Meridian, Teton County, Idaho.
Section 33: SE1/4

ALSO DEED NO. 97760 Beginning at the Northeast Corner of Section 4, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho; thence N. 89° 56' W., for a distance of 12.33 feet to the true point of beginning; thence N. 89° 56' W., 709.28 feet; thence S. 18° 42' 50" E. 84.15 feet; thence S. 89° 42' 20" E., 678.82 feet; thence N. 2° 09' 12" E., 82.22 feet to the true point of beginning.

ALSO DEED NO. 97759 Beginning at the Northeast Corner of Section 4, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, thence running N. 89° 56' W., 12.33 feet; thence South 82.22 feet; thence East 12.33 feet; thence North 82.22 feet to the point of beginning.

together with their appurtenances:

Dated: 6-19-02

David Burch McWethy
David Burch McWethy

Sandra Knowles Sewell
Sandra Knowles Sewell

STATE OF *Idaho*

)SS.

COUNTY OF *Teton*

Instrument # 148683

DRIGGS, TETON, IDAHO
2002-06-19 11:01:42 No. of Pages: 3
Recorded for: DAVID MCWETHY
NOLAN G. BOYLE Fee: \$2.00
Ex-Officio Recorder Deputy *[Signature]*
Instrument DEED, QUIT-CLAIM

On this *19th* day of *June*, in the year of 2002 before me a Notary Public, personally appeared *David Burch McWethy & Sandra Knowles Sewell* known or identified to me (or proved to me on the oath of), to be the person (s) whose name (s) *are* subscribed to the within instrument, and acknowledged to me that *they* executed the same.

Gayle Bressler
Notary Public of,
Residing at: *Victor*
Commission Expires: *3-1-07*

GAYLE BRESSLER
NOTARY PUBLIC
STATE OF IDAHO

148683

JUN-11-02 10:15 AM TETON REGIONAL LANDTRUST 208 354 8939

P.02

QUITCLAIM DEED

For Value Received: David Burch McWethy and Sandra Knowles Sewell, husband and wife and James Burch McWethy, an unmarried man and Laura Katzner McWethy, an unmarried woman.

Do hereby convey, release, remise and forever quitclaim unto:
David Burch McWethy and Sandra Knowles Sewell, husband and wife, a 20% undivided interest and James Burch McWethy, an unmarried man, a 70% undivided interest and Laura Katzner McWethy, an unmarried woman, a 10% undivided interest.

Whose address is: 107 Shadow End, Victor, ID 83455

Hereinafter called the Grantee, the following described premises situated in Teton County, Idaho, to-wit:

Township 5 North, Range 45 east, Boise Meridian, Teton County, Idaho.
Section 33; SE1/4

ALSO DEED NO. 97760 Beginning at the Northeast Corner of Section 4, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho; thence N. 89° 56'W., for a distance of 12.33 feet to the true point of beginning; thence N. 89° 56'W., 709.28 feet; thence S. 18° 42'50"E. 84.15 feet; thence S. 89° 42'20" E., 678.82 feet; thence N. 2° 09'12" E., 82.22 feet to the true point of beginning.

ALSO DEED NO. 97759 Beginning at the Northeast Corner of Section 4, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, thence running N. 89° 56'W., 12.33 feet; thence South 82.22 feet; thence East 12.33 feet; thence North 82.22 feet to the point of beginning.

together with their appurtenances;

Dated: 6.11.02

Laura Katzner McWethy
Laura Katzner McWethy

STATE OF Wyoming
COUNTY OF Teton JSS.

On this 11th day of June, in the year of 2002 before me a Notary Public, personally appeared *Laura Katzner McWethy*, known or identified to me (or proved to me on the oath of), to be the person (s) whose name (s) is subscribed to the within instrument, and acknowledged to me that she executed the same.

James S. Dyer
Notary Public of

Residing at:

Commission Expires:



JUN-13-02 08:40 AM TETON REGIONAL LANDTRUST 208 354 8937

12.01

QUITCLAIM DEED

For Value Received: David Burch McWethy and Sandra Knowles Sewell, husband and wife and James Burch McWethy, an unmarried man and Laura Katzner McWethy, an unmarried woman.

Do hereby convey, release, remise and forever quitclaim unto: David Burch McWethy and Sandra Knowles Sewell, husband and wife, a 20% undivided interest and James Burch McWethy, an unmarried man, a 70% undivided interest and Laura Katzner McWethy, an unmarried woman, a 10% undivided interest.

Whose address is: 107 Shadow End, Victor, ID 83455

Hereinafter called the Grantee, the following described premises situated in Teton County, Idaho, to-wit:

Township 5 North, Range 45 east, Boise Meridian, Teton County, Idaho.
Section 33: SE1/4

ALSO DEED NO. 97760 Beginning at the Northeast Corner of Section 4, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho; thence N. 89° 56' W., for a distance of 12.33 feet to the true point of beginning; thence N. 89° 56' W., 709.28 feet; thence S. 18° 42' 50" E. 84.15 feet; thence S. 89° 42' 20" E., 678.82 feet; thence N. 2° 09' 12" E., 82.22 feet to the true point of beginning.

ALSO DEED NO. 97759 Beginning at the Northeast Corner of Section 4, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, thence running N. 89° 56' W., 12.33 feet; thence South 82.22 feet; thence East 12.33 feet; thence North 82.22 feet to the point of beginning.

together with their appurtenances:

Dated:

Jan 31, 2005
James Burch McWethy

STATE OF Minnesota

SS.

COUNTY OF Hennepin

On this 13th day of June, in the year of 2002 before me a Notary Public, personally appeared James B. McWethy, known or identified to me (or proved to me on the oath of), to be the person (s) whose name (s) is subscribed to the within instrument, and acknowledged to me that he executed the same.

Karen M. Rettke

Notary Public of

Residing at:

Commission Expires: Jan 31, 2005



148683

155071

RECEIVED

MAY 29 2003

TETON CO., ID
CLERK RECORDER

POWER OF ATTORNEY

Instrument # 155071

BRIGGS, TETON, IDAHO

2003-05-20 02:09:01 No. of Pages: 1

Recorded for: DAVID MCWETHY

NOLAN G. BOYLE

Fee: 3.00

Ex-Officio Recorder Deputy *[Signature]*

Index to: POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

That SAUNDRA K. SEWELL has made, constituted and appointed, and by these presents does make, constitute and appoint LAURA K. MCWETHY true and lawful attorney for her and in her name, place and stead, giving and granting unto LAURA K. MCWETHY, said attorney, full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done for the sale and conveyance of the following described real property located in Teton County, Idaho:

TOWNSHIP 5 NORTH, RANGE 45 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO.
SECTION 33: SE¼

BEGINNING AT THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 45 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO; THENCE N89°56'W, FOR A DISTANCE OF 12.33 FEET TO THE TRUE POINT OF BEGINNING, THENCE N89°56'W, 709.28 FEET; THENCE S18°42'50"E, 84.15 FEET; THENCE S89°42'20"E, 678.82 FEET; THENCE N2°09'12"E, 82.22 FEET TO THE TRUE POINT OF BEGINNING;

AND
BEGINNING AT THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 45 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO, THENCE RUNNING N89°56'W, 12.33 FEET; THENCE SOUTH 82.22 FEET; THENCE EAST 12.33 FEET; THENCE NORTH 82.22 FEET TO THE POINT OF BEGINNING.

that the said SAUNDRA K. SEWELL might or could do if personally present, including, but not limited to the execution and delivery of a Warranty Deed, Settlement Statement and all other required documents with full power of substitution and revocation, hereby ratifying and confirming all that LAURA K. MCWETHY, said attorney, shall lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall be effective as of the date of execution and shall continue in full force and effect until October 31, 2004, when it shall become void and of no further force and effect.

WITNESS the due execution and delivery of this Power of Attorney
this 14th day of May, 2003.

Saundra K. Sewell
SAUNDRA K. SEWELL

STATE OF Indiana)
COUNTY OF Cumberland) ss.

The foregoing instrument was acknowledged before me by Saundra K. Sewell
this 14th day of May, 2003.

WITNESS my hand and official seal.

Brenda D. Webster
Notary Public
My Commission Expires: 4/9/2005



155071

08/12/04 15:21 FAX 208 354 2811

ALLIANCE TITLE

0003/003

Instrument # 163430

RECEIVED

SEP 15 2004

TETON CO., ID.
CLERK RECORDER

163430

2004-09-15 02:50:10 No. of Pages: 1
Recorded for: ALLIANCE TITLE & ESCROW
NOLAN G. BOYLE
Ex-Officio Recorder Deputy *N. Boyle*
Inn: to: DEED, OUT: CLAM

QUITCLAIM DEED

ORDER NO.: 3050412849-G

FOR VALUE RECEIVED,

James Burch McWethy, an unmarried person, a 70% undivided interest and Laura
Katzner McWethy, an unmarried person, a 10% undivided interest

Do(es) hereby convey, release, remise and forever quit claim unto

David Burch McWethy and Sandra Knowles Sewell, Husband and Wife

whose current address is:

the following described premises:

Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho.

Section 33: SE ¼

Also: Beginning at the Northeast corner of Section 4, Township 4 North, Range 45 East,
Boise Meridian, Teton County, Idaho; thence North 89°36' West for a distance of 12.33 feet
to the true point of beginning; thence North 89°56' West 709.28 feet; thence South
18°42'50" East 84.15 feet; thence South 89°42'20" East 678.82 feet; thence North 2°09'12"
East 82.22 feet to the true point of beginning.Also: Beginning at the Northeast corner of Section 4, Township 4 North, Range 45 East,
Boise Meridian, Teton County, Idaho, thence running North 89°12.33 feet; thence South
82.22 feet; thence East 12.33 feet; thence North 82.22 feet to the point of beginning.TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns
forever.

August 12, 2004

James Burch McWethy
James Burch McWethy

Laura Katzner McWethy

State of Minnesota)
County of Hennepin) ss.On this 23rd day of August in the year 2004 before me, a Notary Public in and for said state,
personally appeared James Burch McWethy known or identified to me to be the person whose name is subscribed to
the within instrument and acknowledged to me that he executed the same.IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above
written.*Karen M. Rettke*
Notary Public for the State of
Residing at:
Commission Expires:State of)
County of) ss.On this _____ day of _____ in the year 2004 before me, a Notary Public in and for said state,
personally appeared Laura Katzner McWethy known or identified to me to be the person whose name is subscribed to
the within instrument and acknowledged to me that she executed the same.IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above
written.Notary Public for the State of
Residing at:
Commission Expires:

163430

08/12/04 15:21 FAX 208 354 2811

ALLIANCE TITLE

003/003

RECEIVED

163431

SEP 15 2004

TETON CO. ID
CLERK RECORDER**QUITCLAIM DEED** Instrument # 163431

ORDER NO.: 3050412849-0

BRIGGS, TETON, IDAHO
2004-09-15 02:52:31 No. of Pages: 1
Recorded for: ALLIANCE TITLE & ESCROW
NOLAN G. BOYLE
Ex-Officio Recorder Deputy *[Signature]*
Index to: DEED, QUITCLAIM**FOR VALUE RECEIVED,**James Burch McWethy, an unmarried person, a 70% undivided interest and Laura
Katzner McWethy, an unmarried person, a 30% undivided interest.

Do(es) hereby convey, release, remise and forever quit claim unto

David Burch McWethy and Sandra Knowles Sewell, Husband and Wife

whose current address is:

the following described premises:

Township 3 North, Range 45 East, Boise Meridian, Teton County, Idaho.
Section 33: SE 1/4Also: Beginning at the Northeast corner of Section 4, Township 4 North, Range 45 East,
Boise Meridian, Teton County, Idaho; thence North 89°56' West for a distance of 12.33 feet
to the true point of beginning; thence North 89°56' West 709.28 feet; thence South
18°42'50" East 84.15 feet; thence South 89°42'20" East 678.82 feet; thence North 2°09'12"
East 82.22 feet to the true point of beginning.Also: Beginning at the Northeast corner of Section 4, Township 4 North, Range 45 East,
Boise Meridian, Teton County, Idaho, thence running North 89°12.33 feet; thence South
82.22 feet; thence East 12.33 feet; thence North 82.22 feet to the point of beginning.**TO HAVE AND TO HOLD** the said premises; unto the said grantees, heirs and assigns
forever.

August 12, 2004

James Burch McWethy

[Signature]
Laura Katzner McWethy

State of

County of

On this _____ day of _____, in the year 2004 before me, a Notary Public in and for said state,
personally appeared James Burch McWethy known or identified to me to be the person whose name is subscribed to
the within instrument and acknowledged to me that he executed the same.IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above
written.Notary Public for the State of _____
Residing at _____
Commission Expires: _____State of Wyoming }
County of Teton }On this 25th day of August, in the year 2004 before me, a Notary Public in and for said state,
personally appeared Laura Katzner McWethy known or identified to me to be the person whose name is subscribed to
the within instrument and acknowledged to me that she executed the same.IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above
written.*[Signature]*
Valerie A. Pacheco
Notary Public for the State of Wyoming
Residing at _____
Commission Expires: _____

163431

RECEIVED

163432

SEP 15 2004

CLERK REC'D
CLERK RECORDER

Order No.: 3050412849-G

FOR VALUE RECEIVED

WARRANTY DEED Instrument # 163432

DRUGS, TETON, IDAHO
2004-09-15 02:52:31 No. of Pages: 1
Recorded for: ALLIANCE TITLE & ESCROW
NOLAN G. BOYLE Fee: 3.00
Ex-Office Recorder Deputy *G. Boyle*
Index to: DEED, WARRANTY

David Burch McWethy and Sandra Knowles Sewell, Husband and Wife

the grantor(s), do(es) hereby grant, bargain, sell and convey unto
IDAHO HOLDINGS, LLC
~~MICHAEL ALAN McWETHY and SANDRA KNOWLES SEWELL, Husband and Wife~~

whose current address is

5004 Monument Ave. Richmond, VA 23230

the grantee(s), the following described premises, in Teton County, Idaho, TO WIT:

Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho.
Section 33: SE ¼

Also: Beginning at the Northeast corner of Section 4, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho; thence North 89°56' West for a distance of 12.33 feet to the true point of beginning; thence North 89°56' West 709.28 feet; thence South 18°42'50" East 84.15 feet; thence South 89°42'20" East 678.82 feet; thence North 2°09'12" East 82.22 feet to the true point of beginning.

Also: Beginning at the Northeast corner of Section 4, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, thence running North 89°12.33 feet; thence South 82.22 feet; thence East 12.33 feet; thence North 82.22 feet to the point of beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 8/26/2004

David Burch McWethy
David Burch McWethy*Sandra Knowles Sewell*
Sandra Knowles SewellState of Idaho
County of TetonOn this 26th day of August, in the year 2004 before me, a Notary Public in and for said state, personally appeared David Burch McWethy and Sandra Knowles Sewell known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

CARLA C. JONES
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES NOV. 18, 2005*Carla C. Jones*
Notary Public for the State of Idaho
Residing at: Orion
Commission Expires 11/18/05

163432

PROPERTY ADDRESS:

9999 South Bates Rd.

Driggs

ID#:

2690

(B). TITLE COMPANY: The parties agree that Alliance Title Company located at Driggs, ID shall provide title policy and preliminary report of commitment.

(C) STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER. The risk assumed by the title company in the standard coverage policy is limited to matters of public record.

(D) EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy): The lender may require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.

(E) EXTENDED COVERAGE OWNER'S POLICY: A standard title policy does not cover certain potential problems or risks such as liens (i.e. a legal claim against premises for payment of some debt or obligation, boundary disputes, claims of easement and other matters of claims if they are not of public record at time of closing.) However, under Idaho law, such potential claims against the premises may have become legal obligations before the purchase of the home and yet may not be of public record until after the purchase. It is recommended that BUYER talk to a title company about what it offers in the way of extended coverage title policies and endorsements. This extended coverage owner's policy is for the benefit of the owner and provides similar coverage like provided by the extended coverage lender's policy.

Extended Coverage Owner's Policy requested ☐ Yes ☒ No. Additional premium paid by: ☐ BUYER ☐ SELLER.

10. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

11. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination of this contract, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

12. COVENANTS, CONDITIONS AND RESTRICTIONS (C.C.& R.'S): BUYER is responsible to obtain and review a copy of the C.C.& R.'s (if applicable). BUYER has reviewed C.C.& R.'s. ☐ Yes ☐ No ☒ NOT APPLICABLE.

13. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, By-Laws and rules and regulations of the Association. BUYER is further aware that the Property may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions, BUYER has reviewed Homeowner's Association Documents: ☐ Yes ☐ No ☒ NOT APPLICABLE. Association fees/dues are \$ N/A per _____

14. FARM/CROPS/TIMBER RIGHTS: SELLER, or any tenant of SELLER, shall be allowed to harvest, sell or assign any annual crops which have been planted on the Property prior to the date of this Contract, even though said harvest time may occur subsequent to the date of the settlement of this contract, unless otherwise agreed by attached addendum. If the crop consists of timber, then neither SELLER nor any tenant of SELLERs shall have any right to harvest the timber unless the right to remove same shall be established by attached addendum. Notwithstanding the provisions hereof, any tenant who shall be leasing the Property shall be allowed to complete the harvest of any annual crops that have been planted prior to the date of Contract Acceptance as previously agreed between SELLER and Tenant. ANY AND ALL SUCH TENANT AGREEMENTS ARE TO BE ATTACHED.

15. NOXIOUS WEEDS: BUYER of the property in the State of Idaho should be aware that some properties contain noxious weeds. The laws of the State of Idaho require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For more information concerning noxious weeds and your obligations as an owner of property, contact your local county extension office.

16. MINERAL RIGHTS: Any and all mineral rights which are already included with the property will be included in the sale of this property unless otherwise stipulated.

* 17. WATER RIGHTS: Description of water rights, water systems, wells, springs, water, ditches, ditch rights, etc., if any, that are appurtenant thereto that are now on or used in connection with the premises and shall be included in the sale unless otherwise provided herein:

18. RISK OF LOSS: Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the premises be materially damaged by fire or other destructive cause prior to closing, this Agreement shall be voidable at the option of BUYER.

19. BUSINESS DAYS & HOURS: A business day is herein defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. in the local time zone where the subject real property is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized by the state of Idaho as found in Idaho Code §73-108. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day. The first day shall be the day after the date of execution. If the last day is a legal holiday, then the time for performance shall be the next subsequent business day.

20. SEVERABILITY: In the case that any one or more of the provisions contained in this Agreement or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or unenforceability of the remaining provisions shall not in any way be affected or impaired thereby.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 3 of 5 PAGES
BUYER'S Initials (ABC) () Date 7-1-04 SELLER'S Initials () () Date _____

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PROPERTY ADDRESS:

9999 South Bates Rd.

Driggs

ID#:

2690

21. FACSIMILE TRANSMISSION: Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either party or the Closing Agency, the parties will confirm facsimile and electronic transmitted signatures by signing an original document.

22. ADDITIONAL TERMS, CONDITIONS AND/OR CONTINGENCIES: The closing of this transaction is contingent upon written satisfaction or waiver of the following conditions. Costs in addition to those listed below may be incurred by BUYER and SELLER unless otherwise agreed herein, or provided by law or required by lender, or otherwise stated herein. The below costs will be paid as indicated. Some costs are subject to loan program requirements.

	BUYER	SELLER	Shared Equally	Not Applicable		BUYER	SELLER	Shared Equally	Not Applicable
Appraisal Fee	X				Environmental Inspection (Level 1)				X
Zoning Variance				X	Environmental Inspection (Level 2)				X
Closing Escrow Fee			X		Environmental Inspection (Level 3)				X
Survey				X	PERC Test				X
Flood Certification/Tracking Fee	X				Long Term Escrow Fees				X
Soil(s) Test(s)	X								
Hazardous Waste Report(s)	X								
Attorney Contract Preparation Fee				X					
Water Rights Transfer Fee	X								

BUYER will have until _____ (Date) at _____ am/pm to satisfy or waive any and all conditions and/or contingencies.

23. COUNTERPARTS: This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two identical copies of the same agreement. Each identical copy of an agreement signed in counterparts is deemed to be an original, and all identical copies shall together constitute one and the same instrument.

24. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties respecting such matters. No warranties, including, without limitation, any warranty of habitability, agreements or representations not expressly set forth herein shall be binding upon either party.

25. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER's Broker, provided that the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter.

If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER's Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

26. SALES PRICE INFORMATION: SELLER and BUYER hereby grant permission to the brokers and either party to this Agreement to disclose sale data from this transaction, including selling price and property address to the local Association / Board of REALTORS®, its members, its members' prospects, appraisers and other professional users of real estate sales data. The parties to this Agreement acknowledge that sales price information compiled as a result of this Agreement may be provided to the County Assessor's Office by either party or by either party's Broker.

27. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

28. CLOSING: Closing shall occur on or before Sept 15, 2004 (Date) at 12:00 ☒ am/☐ pm, or as soon thereafter as financing documents can be prepared and marketable title delivered, but not to exceed 5 business days. This extension is not available if financing documents are prepared and marketable title can be delivered on or before the specific closing date. The terms "closing," "closed," or "closing date" shall mean when the deed or contract is recorded and funds are available to the SELLER. SELLER and BUYER acknowledge that, for closing to occur by the date specified, it may be necessary to execute documents and deposit funds in escrow prior to that date. The parties agree that the "closing agency" for this transaction shall be Alliance Title located at Driggs.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 4 of 5 PAGES
BUYER'S Initials (ASB) () Date 9-1-04 SELLER'S Initials () () Date _____

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Page 5 of 5: RE-24 Purchase and Sale Agreement for Vacant Land

PROPERTY ADDRESS: 9999 South Bates Rd. Driggs ID# 2690

29. POSSESSION: BUYER shall be entitled to possession ☒ upon closing or ☐ date _____ at _____ am/☐ pm. Property taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of _____ closing.

30. SPECIAL CONSIDERATIONS AND CONTINGENCIES: This Agreement is made subject to the following special considerations and/or contingencies which must be satisfied prior to closing: refer to attachment #2

31. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1:

- ☒ A. The broker working with the BUYER(S) is acting as an AGENT for the BUYER(S).
☐ B. The broker working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S).
☐ C. The broker working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2:

- ☒ A. The broker working with the SELLER(S) is acting as an AGENT for the SELLER(S).
☐ B. The broker working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S).
☐ C. The broker working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

Each party signing this document confirms that he or she has received, read and understood the Agency Disclosure Brochure and has elected the relationship confirmed above. In addition, each party confirms that the broker's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE OR SHE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION. Each party signing this document understand that the above confirmation **DOES NOT** create an agency relationship between the Broker(s) and the BUYER(S) and SELLER(S) and they are a **CUSTOMER** and **NOT REPRESENTED** by a Broker UNLESS there is a **SEPARATE** signed written agreement as required by Idaho Statute to create that relationship.

32. ACCEPTANCE: BUYER'S offer is made subject to the acceptance of SELLER on or before (Date) July 6, 2004 at (Time) 12:00 ☒ a.m. ☐ p.m. If SELLER does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to BUYER on demand.

33. BUYER'S SIGNATURES: I/We further acknowledge receipt of a true copy of this Agreement.

☐ SEE ATTACHED BUYER'S ADDENDUM(S): _____ (Specify number of BUYER addendum(s) attached.)

BUYER Signature [Signature] BUYER (Print Name) _____
 Date 7-1-04 Time 4 ☐ a.m. ☒ p.m. Phone # _____ Cell # _____
 Address 5074 Mountain Ave. Suite 200, Teton, WY City _____ State _____ Zip _____
 E-Mail Address agray@geography.com 23230 Fax # _____

BUYER Signature _____ BUYER (Print Name) _____
 Date _____ Time _____ ☐ a.m. ☐ p.m. Phone # _____ Cell # _____
 Address _____ City _____ State _____ Zip _____
 E-Mail Address _____ Fax # _____

34. SELLER'S SIGNATURES:

On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER. I/We further acknowledge receipt of a true copy of this Agreement signed by both parties.

☐ SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER ☐ SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) # _____

SELLER Signature _____ SELLER (Print Name) _____
 Date _____ Time _____ ☐ a.m. ☐ p.m. Phone # _____ Cell # _____
 Address _____ City _____ State _____ Zip _____
 E-Mail Address _____ Fax # _____

SELLER Signature _____ SELLER (Print Name) _____
 Date _____ Time _____ ☐ a.m. ☐ p.m. Phone # _____ Cell # _____
 Address _____ City _____ State _____ Zip _____
 E-Mail Address _____ Fax # _____

34. BUYER'S ACKNOWLEDGMENT OF RECEIPT OF FINAL COPY BEARING ALL SIGNATURES:

A true copy of the foregoing Agreement, signed by the SELLER and containing the full and complete description of the premises, is hereby received on

Date _____ Time _____ ☐ a.m. ☐ p.m.

BUYER: _____ BUYER: _____

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 5 of 5 PAGES
 BUYER'S Initials [Signature] Date 7-1-04 SELLER'S Initials [Signature] Date _____

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RE-24 VACANT LAND PURCHASE AND SALE AGREEMENT JULY, 2003 EDITION PAGE 5 OF 5

Company: Teton Valley Realty S/N: PCF5-06351
 Bill Fay

253 S. Main St
Driggs, ID 83422
Office-208-354-2439
Fax-208-354-8588
Bill@tetonvalleyrealty.com

Teton Valley Realty

Fax

To: Jennifer From: Bill Fay
Fax: 525-7177 Pages: 8 Total
Phone: _____ Date: 4/20/07
Re: Horace Gray's Water Right Transfer CC: _____

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

• Comments:

Jennifer,

Here the Chan of Title on Horace Gray's
160 Acre parcel in Driggs.

James McWethy and Laura McWethy have had
quitclaimed their portion to David and Sandra.

Please call me with any questions

Thank you,

Bill Fay