

RECEIVED

OCT 24 2022

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDepartment of Water Resources
Eastern Region

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
34-10893 <i>OK</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
<i>update shape</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Orval Beus
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): IDAHO BASECAMP INC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- P.O. BOX 183 KETCHUM ID 83340
Mailing address City State ZIP
- 208-720-1822 mathew@idahobasecamp.org
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: 2009
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
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 • \$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.

8. Signature: [Signature] DEVELOPMENT DIRECTOR OCTOBER 4-2022
Signature of new owner/claimant Title, if applicable Date

Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by JB Date 10/24/2022 Receipt No. E048652 Receipt Amt. \$25.-
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 JB Date 11/9/2022

NOV 15 2022

Order No. 54891

WARRANTY DEED

FOR VALUE RECEIVED

ORVAL C. BEUS and SARA JO BEUS, husband and wife,

GRANTOR(s), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

MATHEW GERSHATER, an unmarried man, and JILL BUCHANAN, an unmarried woman

GRANTEE(s) whose address is: **P.O. BOX 6753, KETCHUM, ID 83340**

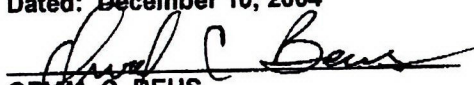
the following described real property in Custer County, Idaho, to wit:

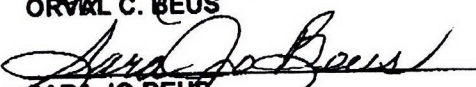
SEE ATTACHED EXHIBIT "A"

Subject To: Taxes, easements established or of record, restrictions and encumbrances of record, rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit.

TO HAVE AND TO HOLD said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: December 10, 2004


ORVAL C. BEUS


SARA JO BEUS

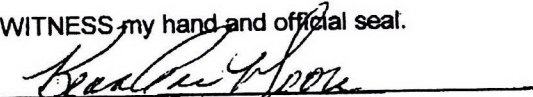
State of Idaho

County of Caribou

}
}ss.
}

On this 14 day of December, in the year 2004, before me, the undersigned, personally appeared Orval C. Beus and Sara Jo Beus known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and official seal.


Notary Public

Commission Expires: 7/18/09

**KENA ANN MOORE
NOTARY PUBLIC
STATE OF IDAHO**

230501
Custer County Req. of
Americiti
Time 12:16 P.M. Date 12-16-2004
Ethel M. Peck, Clerk
Betsy Doughty \$6.00
Deputy

2022 11 15

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

JOHN A. SEILLER
Attorney at Law, PLLC, ISB No. 4595
191 Fifth Street West, Third Floor
Post Office Box 6090
Ketchum, Idaho 83340
(208) 726-5962
FAX 726-5998

240670

Custer County Reg. of
John A. Seiller attorney at law
Time 11:31 AM Date 4-16, 2009
Barbara G. Breedlove, Clerk
B. Breedlove Deputy \$ 6.00

(Space Above This Line for Recorder's Use)

QUITCLAIM DEED

JILL BUCHANAN, a single woman, Grantor, does hereby convey, release, remise and quitclaim, to MATHEW GERSHATER, a single man, Grantee, whose address is Post Office Box 183, Ketchum, Idaho 83340, real property, located in Custer County, Idaho, and more particularly described as follows:

See Attached EXHIBIT "A".

TO HAVE AND TO HOLD the real property, with all appurtenances, including, without limitation, any and all water rights, if any, unto Grantee and to Grantee's heirs and assigns forever.

EFFECTIVE this 31st day of December, 2004.

Jill Buchanan
JILL BUCHANAN

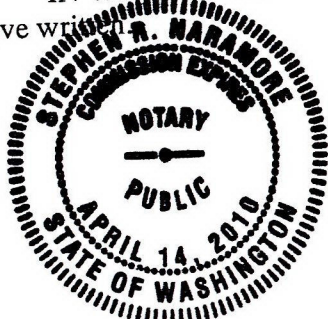
STATE OF WASHINGTON)

County of King)

) ss.

On this 10 day of April, 2009, before me, the undersigned, a notary public in and for said state, personally appeared JILL BUCHANAN, known or identified to me to be the person that executed the foregoing instrument, and acknowledged to me that she executed the same.

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



Stephen R. Maramore
Notary Public for Washington

Residing Seattle

Commission Expires 4-14-10

RECORDED
NOV 15 2022

Real property in the County of Custer, State of Idaho, described as follows:

PARCEL 1:

A TRACT OF LAND GENERALLY DESCRIBED AS BEING THAT PORTION OF THE SW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 8 NORTH, RANGE 20 E.B.M., CUSTER COUNTY, IDAHO, LYING NORTHERLY AND WESTERLY OF THE THALWEG OF THE BIG LOST RIVER, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A B.L.M. BRASS CAP MONUMENT MARKING THE NW CORNER OF THE SW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 8 NORTH, RANGE 20 E.B.M. (THE CENTER - CENTER SOUTH $\frac{1}{16}$ CORNER OF SECTION 25); FROM WHICH A B.L.M. BRASS CAP MARKING THE NE CORNER OF THE SW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 25 (THE SE $\frac{1}{16}$ CORNER OF SECTION 25) BEARS DUE E. 1333.20 FEET; THENCE DUE E. 970.74 FEET ALONG THE NORTH LINE OF THE SW $\frac{1}{4}$ SE $\frac{1}{4}$ SECTION 25 TO A POINT LYING ON OR ALONG THE THALWEG OF THE BIG LOST RIVER; THENCE THE FOLLOWING COURSES UPSTREAM ON OR ALONG SAID THALWEG; S. $21^{\circ}33'50''$ W. 80.74 FEET; S. $27^{\circ}26'05''$ W. 102.89 FEET; S. $42^{\circ}19'43''$ W. 112.46 FEET; S. $45^{\circ}54'25''$ W. 93.38 FEET; S. $39^{\circ}31'46''$ W. 104.85 FEET; S. $29^{\circ}20'27''$ W. 127.60 FEET; S. $27^{\circ}41'09''$ W. 86.14 FEET; S. $24^{\circ}22'55''$ W. 88.11 FEET; S. $46^{\circ}26'15''$ W. 99.53 FEET; S. $89^{\circ}59'10''$ W. 111.78 FEET; N. $88^{\circ}45'49''$ W. 95.62 FEET; N. $61^{\circ}01'47''$ W. 77.30 FEET; N. $20^{\circ}46'33''$ W. 85.57 FEET; N. $14^{\circ}05'10''$ E. 76.63 FEET; N. $6^{\circ}13'03''$ E. 84.50 FEET; N. $27^{\circ}07'57''$ W. 39.06 FEET; N. $51^{\circ}18'43''$ W. 22.45 FEET; N. $82^{\circ}07'29''$ W. 55.96 FEET; N. $74^{\circ}28'49''$ W. 98.13 FEET; N. $78^{\circ}34'56''$ W. 11.10 FEET TO A POINT LYING ON OR ALONG THE WEST LINE OF THE SW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 25; THENCE LEAVING SAID THALWEG N. $0^{\circ}06'16''$ E. 369.02 FEET ON OR ALONG SAID WEST LINE TO THE POINT OF BEGINNING

PARCEL 2:

TOWNSHIP 8 NORTH, RANGE 20 E.B.M., CUSTER COUNTY, IDAHO
SECTION 25: LOT 1

WHEN RECORDED MAIL TO:

JOHN A. SEILLER
Attorney at Law, PLLC, ISB No. 4595
191 Fifth Street West, Third Floor
Post Office Box 6090
Ketchum, Idaho 83340
sunvalleylaw@cox.net
(208) 726-5962
FAX 726-5998

Custer County Req. of

John A. Seiller

Time 11:00 AM Date 1/30, 2012

Barbara C. Tierney, Clerk

Christy Foster \$16.00
Deputy

Please reserve space above for Recorder's use only.

WARRANTY DEED

MATHEW GERSHATER, a single man, Grantor, does hereby grant, bargain, sell and convey to BASECAMP LLC, an Idaho limited liability corporation, Grantee, whose address is PO Box 4980, Ketchum, Idaho 83340, real property, located in Custer County, Idaho, and more particularly described as follows:

See attached Exhibit "A".

Subject to taxes, easements established or of record, restrictions and encumbrances of record, mineral rights, rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit.

TO HAVE AND TO HOLD the said premises, with all appurtenances, without limitation, unto Grantee and to Grantee's heirs and assigns forever. Grantor warrants and covenants to Grantee that Grantor is the owner in fee simple of the above described real property; that it is free from all encumbrances except as described above; and that Grantor will warrant and defend the same from all lawful claims.

DATED this 12 day of January, 2012.

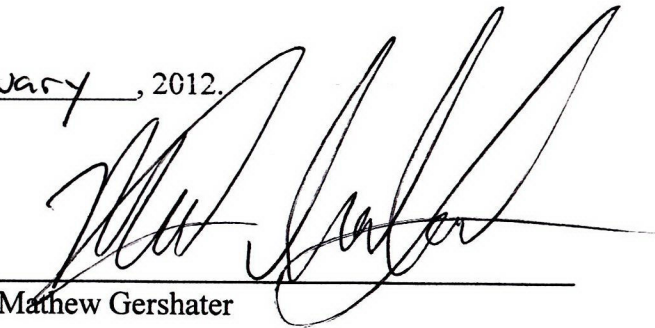

Mathew Gershater

EXHIBIT "A"

Real property in the County of Custer, State of Idaho, described as follows:

PARCEL 1:

A TRACT OF LAND GENERALLY DESCRIBED AS BEING THAT PORTION OF THE SW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 8 NORTH, RANGE 20 E.B.M., CUSTER COUNTY, IDAHO, LYING NORTHERLY AND WESTERLY OF THE THALWEG OF THE BIG LOST RIVER, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A B.L.M. BRASS CAP MONUMENT MARKING THE NW CORNER OF THE SW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 8 NORTH, RANGE 20 E.B.M. (THE CENTER - CENTER SOUTH $\frac{1}{16}$ CORNER OF SECTION 25); FROM WHICH A B.L.M. BRASS CAP MARKING THE NE CORNER OF THE SW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 25 (THE SE $\frac{1}{16}$ CORNER OF SECTION 25) BEARS DUE E. 1333.20 FEET; THENCE DUE E. 970.74 FEET ALONG THE NORTH LINE OF THE SW $\frac{1}{4}$ SE $\frac{1}{4}$ SECTION 25 TO A POINT LYING ON OR ALONG THE THALWEG OF THE BIG LOST RIVER; THENCE THE FOLLOWING COURSES: UPSTREAM ON OR ALONG SAID THALWEG; S. $21^{\circ}33'50''$ W. 80.74 FEET; S. $27^{\circ}26'05''$ W. 102.89 FEET; S. $42^{\circ}19'43''$ W. 112.46 FEET; S. $45^{\circ}54'25''$ W. 93.38 FEET; S. $39^{\circ}31'46''$ W. 104.85 FEET; S. $29^{\circ}20'27''$ W. 127.60 FEET; S. $27^{\circ}41'09''$ W. 86.14 FEET; S. $24^{\circ}22'55''$ W. 88.11 FEET; S. $46^{\circ}26'15''$ W. 99.53 FEET; S. $89^{\circ}59'10''$ W. 111.78 FEET; N. $88^{\circ}45'49''$ W. 95.62 FEET; N. $61^{\circ}01'47''$ W. 77.30 FEET; N. $20^{\circ}46'33''$ W. 85.57 FEET; N. $14^{\circ}05'10''$ E. 76.63 FEET; N. $6^{\circ}13'03''$ E. 84.50 FEET; N. $27^{\circ}07'57''$ W. 39.06 FEET; N. $51^{\circ}18'43''$ W. 22.45 FEET; N. $82^{\circ}07'29''$ W. 55.96 FEET; N. $74^{\circ}28'49''$ W. 98.13 FEET; N. $78^{\circ}34'56''$ W. 11.10 FEET TO A POINT LYING ON OR ALONG THE WEST LINE OF THE SW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 25; THENCE LEAVING SAID THALWEG N. $0^{\circ}06'16''$ E. 369.02 FEET ON OR ALONG SAID WEST LINE TO THE POINT OF BEGINNING

PARCEL 2:

TOWNSHIP 8 NORTH, RANGE 20 E.B.M., CUSTER COUNTY, IDAHO
SECTION 25: LOT 1

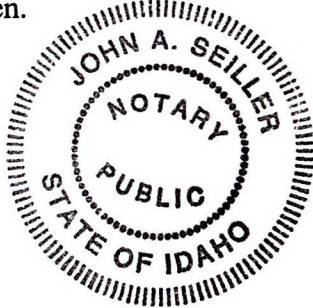
SCANNED

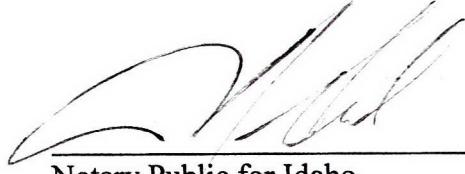
NOV 15 2022

County of Blaine

On this 12th day of January, 2012, before me, the undersigned, a notary public in and for said state, personally appeared MATHEW GERSHATER, known 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 seal the day and year first above written.





Notary Public for Idaho
Residing: Butte, ID
Commission Expires: Oct. 6, 2017

REAL ESTATE PURCHASE AND SALE AGREEMENT
BASECAMP LLC/IDAHO BASECAMP INC.
(BASECAMP, 4921 Trail Creek Road, Custer County, Idaho)

THIS AGREEMENT is made effective January 27, 2015, by and between BASECAMP LLC ("Seller"), and IDAHO BASECAMP INC. ("Purchaser").

1. SALE. Seller, for and in consideration of the payments to be made and the covenants and conditions to be kept and performed by Purchaser, contracts and agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, real property, located at BASECAMP, 4921 Trail Creek Road, Custer County, Idaho (referred to as the "Property"), legally described as follows:

SEE ATTACHED EXHIBIT "A".

2. PURCHASE PRICE. The total purchase price of the Property shall be \$153,000. \$100,000 of the Purchase Price is being credited by the Seller to Purchaser. As a result, on or before Closing, as that term is defined below, Purchaser shall deliver \$53,000 to the Closing Agent, also set out below, in cash or certified funds.

3. TITLE; WARRANTY DEED. Seller shall transfer title to the Property by Warranty Deed. The parties agree that this Agreement is contingent on title to the Property at Closing being marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions currently of record, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements of record. As a result, the parties also agree that this Agreement is contingent on title to the Property at Closing being free and clear of all claims, liens, mortgages and encumbrances, except taxes and assessments for the current year, easements and rights-of-way of public record.

4. TITLE INSURANCE. At Purchaser's sole election, Purchaser shall pay Closing Agent the premium for a Standard Owner's Title Insurance Policy insuring title to the Property in Purchaser's name for the amount of the purchase price, above, showing marketable and insurable title subject only to the exceptions contained in the title insurance company's standard policy and to other exceptions allowed under paragraph 3. Seller shall furnish to Purchaser a Commitment for Title Insurance Policy showing the condition of the title to the Property. The parties shall have until the Closing to object in writing to the condition of title to the Property as set forth in the report. If the parties do not object within such period, Purchaser shall be deemed to have accepted the condition of title. If the either party delivers notice containing a written statement of objections to the condition of title to the other party and the title of the Property is not marketable, Seller shall have until Closing to attempt to correct such objections to the condition of title. If Seller fails or is unable to correct such objections, Purchaser may at its sole option receive a return of the purchase price paid as described in Paragraph 2.

5. CLOSING. The Closing shall take place at the offices of John A. Seiller, Attorney at Law, PLLC, the Closing Agent, in Ketchum, Idaho, as soon as practicable after both parties sign the Agreement, or sooner upon mutual agreement. At Closing, Seller shall execute

and deliver to the Closing Agent a Warranty Deed. The Closing Agent shall pay the purchase price received from Purchaser to Seller. The Closing Agent shall record the Warranty Deed in the records of Custer County, Idaho. Purchaser shall each pay at the time of Closing one half the Closing Agent's fee and the costs of recording the Warranty Deed and any other amounts contemplated by this Agreement necessary for Closing.

6. POSSESSION AND PRORATIONS AT CLOSING. At Closing, Seller shall deliver and Purchaser shall obtain free and absolute right to possession of the Property. Prior to or at Closing, Seller shall pay or have paid costs, amounts and fees arising out of the ownership or possession of the Property, including, but not limited to assessments for limited improvement districts, utilities, and estimated property taxes based only upon current tax rates and the current assessed value, as determined by the Custer County Assessor. Purchaser shall pay all costs, amounts and fees arising out of the ownership or possession of the Property after Purchaser takes possession.

7. DEFAULT; REMEDIES. If Closing does not occur in the manner and within the time provided, then the parties shall have the following remedies:

a. If due to a default of Seller, Purchaser shall only be entitled to the prompt return of all monies and documents delivered to the Seller or the Closing Agent;

b. If the Purchaser defaults in the performance of this Agreement, Seller shall make demand in writing upon the Closing Agent upon which demand the Closing Agent shall pay from the earnest money the costs incurred by or on behalf of Seller and Purchaser related to the transaction as set forth herein and the Closing Agent shall pay any balance of the money to the Seller. Seller and Purchaser acknowledge and agree that acceptance of the amounts described above as liquidated damages shall be Seller's sole and exclusive remedy and Seller shall not be entitled to any other remedy available under the laws of the State of Idaho. Seller and Purchaser further agree that liquidated damages are appropriate in the event of Purchaser's default, for the following reasons, including, without limitation, that the amount of Seller's damages in the event of Purchaser's default would be difficult, if not impossible, to determine at the time of entering into the Agreement, but the parties agree that these damages would reasonably approximate Seller's damages in the event of Purchaser's breach.

8. DISCLAIMER. PURCHASER ACKNOWLEDGES AND AGREES PURCHASER IS PURCHASING THE PROPERTY "AS IS" AND THAT SELLER DISCLAIMS ALL WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF HABITABILITY. Seller and Seller's agents have made no representations of any material fact concerning the physical condition of the Property except as contained in this Agreement; Purchaser is not relying upon any oral or written statements or representations of Seller, or its agents, other than those written representations and statements contained or incorporated into this Agreement when determining whether to purchase the Property.

k. Multiple Counterparts and Signatures. Purchaser and Seller may execute this Agreement in multiple counterparts. All multiple counterparts shall be regarded as duplicate originals, each combining to form one original Agreement. An executed version of this Agreement or any document pertinent to this Agreement, which has been signed and transmitted by facsimile or other electronic or mechanical means shall be deemed an original.

l. Other Documents. The parties agree to execute and deliver such other documents as may be necessary or desirable to carry out the purpose of this Agreement.

m. Time of the Essence. Time and timely performance is of the essence of this Agreement.

n. Notice. Any notice to be given or other documents to be delivered to either party by the other hereunder may be delivered in person or may be mailed, duly registered or certified, return receipt requested, with postage prepaid to the address on file with the Idaho Secretary of State. Each party may, from time to time, by written notice to the other, designate a different address which shall be substituted for the one specified above. If any notice or other document shall be sent by certified mail it shall be deemed to have been effectively served or delivered at the time of mailing.

o. Gender. As used in this Agreement, in reference to the parties, the singular shall include the plural and the masculine shall also refer to the feminine or neuter where applicable.

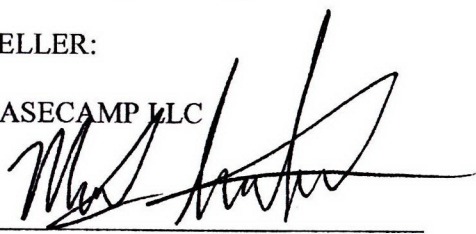
p. Risk of Loss. Prior to Closing, all risk of loss shall remain with Seller.

q. Representation by counsel. The parties acknowledge and agree attorney John Seiller has represented only Seller in the preparation of this Agreement.

The parties sign and execute this Agreement to be effective the date of this Agreement.

SELLER:

BASECAMP LLC


By: Mathew Gershater, Manager

BUYER:

IDAHO BASECAMP INC.

By: Joey Cardella, President

9. MISCELLANEOUS PROVISIONS.

a. Paragraph Headings. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of the provisions of this Agreement.

b. Provisions Severable. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

c. Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies, unless expressly set forth in this Agreement. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise, unless expressly set forth in this Agreement.

d. Attorney Fees. In the event of any dispute or controversy arising out of any of the terms and conditions of this Agreement, whether or not an action is commenced, the prevailing party shall be entitled to recover all costs and reasonable attorney fees, including costs and attorney fees on appeal or in bankruptcy court.

e. Successors and Assigns. Nothing in this Agreement shall be construed to restrict the assignment or transfer of any interest in this Agreement. In fact, either party may assign this Agreement to an accommodation party, in contemplation of an Internal Revenue Code Sec. 1031 like-kind exchange, in which the other party agrees to participate, as long as there is no additional expense to that party. This Agreement and its terms and provisions shall inure to the benefit of and be binding upon the successors and assigns of the parties.

f. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements between the parties. No agreements, representations, or warranties, unless expressly set forth in this Agreement, shall be binding on either party.

g. Governing Law. This Agreement shall be governed by, and construed in accordance with, the statutes, laws, legal decisions and rules and regulations of the State of Idaho.

h. Preparation of Agreement. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.

i. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.

j. Amendment. No amendment of this Agreement shall be effective unless the amendment is in writing, signed by all of the parties.

EXHIBIT "A"

Real property in the County of Custer, State of Idaho, described as follows:

PARCEL 1:

A TRACT OF LAND GENERALLY DESCRIBED AS BEING THAT PORTION OF THE SW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 8 NORTH, RANGE 20 E.B.M., CUSTER COUNTY, IDAHO, LYING NORTHERLY AND WESTERLY OF THE THALWEG OF THE BIG LOST RIVER, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A B.L.M. BRASS CAP MONUMENT MARKING THE NW CORNER OF THE SW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 8 NORTH, RANGE 20 E.B.M. (THE CENTER - CENTER SOUTH $\frac{1}{16}$ CORNER OF SECTION 25); FROM WHICH A B.L.M. BRASS CAP MARKING THE NE CORNER OF THE SW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 25 (THE SE $\frac{1}{16}$ CORNER OF SECTION 25) BEARS DUE E. 1333.20 FEET; THENCE DUE E. 970.74 FEET ALONG THE NORTH LINE OF THE SW $\frac{1}{4}$ SE $\frac{1}{4}$ SECTION 25 TO A POINT LYING ON OR ALONG THE THALWEG OF THE BIG LOST RIVER; THENCE THE FOLLOWING COURSES UPSTREAM ON OR ALONG SAID THALWEG; S. $21^{\circ}33'50''$ W. 80.74 FEET; S. $27^{\circ}26'05''$ W. 102.89 FEET; S. $42^{\circ}19'43''$ W. 112.46 FEET; S. $45^{\circ}54'25''$ W. 93.38 FEET; S. $39^{\circ}31'46''$ W. 104.85 FEET; S. $29^{\circ}20'27''$ W. 127.60 FEET; S. $27^{\circ}41'09''$ W. 86.14 FEET; S. $24^{\circ}22'55''$ W. 88.11 FEET; S. $46^{\circ}26'15''$ W. 99.53 FEET; S. $89^{\circ}59'10''$ W. 111.78 FEET; N. $88^{\circ}45'49''$ W. 95.62 FEET; N. $61^{\circ}01'47''$ W. 77.30 FEET; N. $20^{\circ}46'33''$ W. 85.57 FEET; N. $14^{\circ}05'10''$ E. 76.63 FEET; N. $6^{\circ}13'03''$ E. 84.50 FEET; N. $27^{\circ}07'57''$ W. 39.06 FEET; N. $51^{\circ}18'43''$ W. 22.45 FEET; N. $82^{\circ}07'29''$ W. 55.96 FEET; N. $74^{\circ}28'49''$ W. 98.13 FEET; N. $78^{\circ}34'56''$ W. 11.10 FEET TO A POINT LYING ON OR ALONG THE WEST LINE OF THE SW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 25; THENCE LEAVING SAID THALWEG N. $0^{\circ}06'16''$ E. 369.02 FEET ON OR ALONG SAID WEST LINE TO THE POINT OF BEGINNING

PARCEL 2:

TOWNSHIP 8 NORTH, RANGE 20 E.B.M., CUSTER COUNTY, IDAHO
SECTION 25: LOT 1

UNANIMOUS CONSENT TO ACTION BY THE DIRECTORS
OF IDAHO BASECAMP INC.

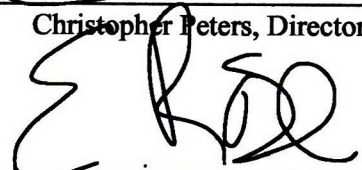
Pursuant to Idaho Code sections 3-30-21, 30-3-49 and 30-3-90, all the disinterested Directors of Idaho BaseCamp Inc., an Idaho nonprofit corporation, unanimously consent to and ratify the following actions and decisions of the Corporation in lieu of a meeting.

The approval of a Real Estate Purchase and Sale Agreement between Idaho Basecamp Inc., as the Purchaser, and Basecamp LLC as the Seller, effective January 27, 2015, for real property commonly referred to as BASECAMP, located at 4921 Trail Creek Road, in Custer County, Idaho.

EFFECTIVE the _____ day of _____, 2015.

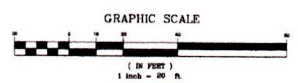
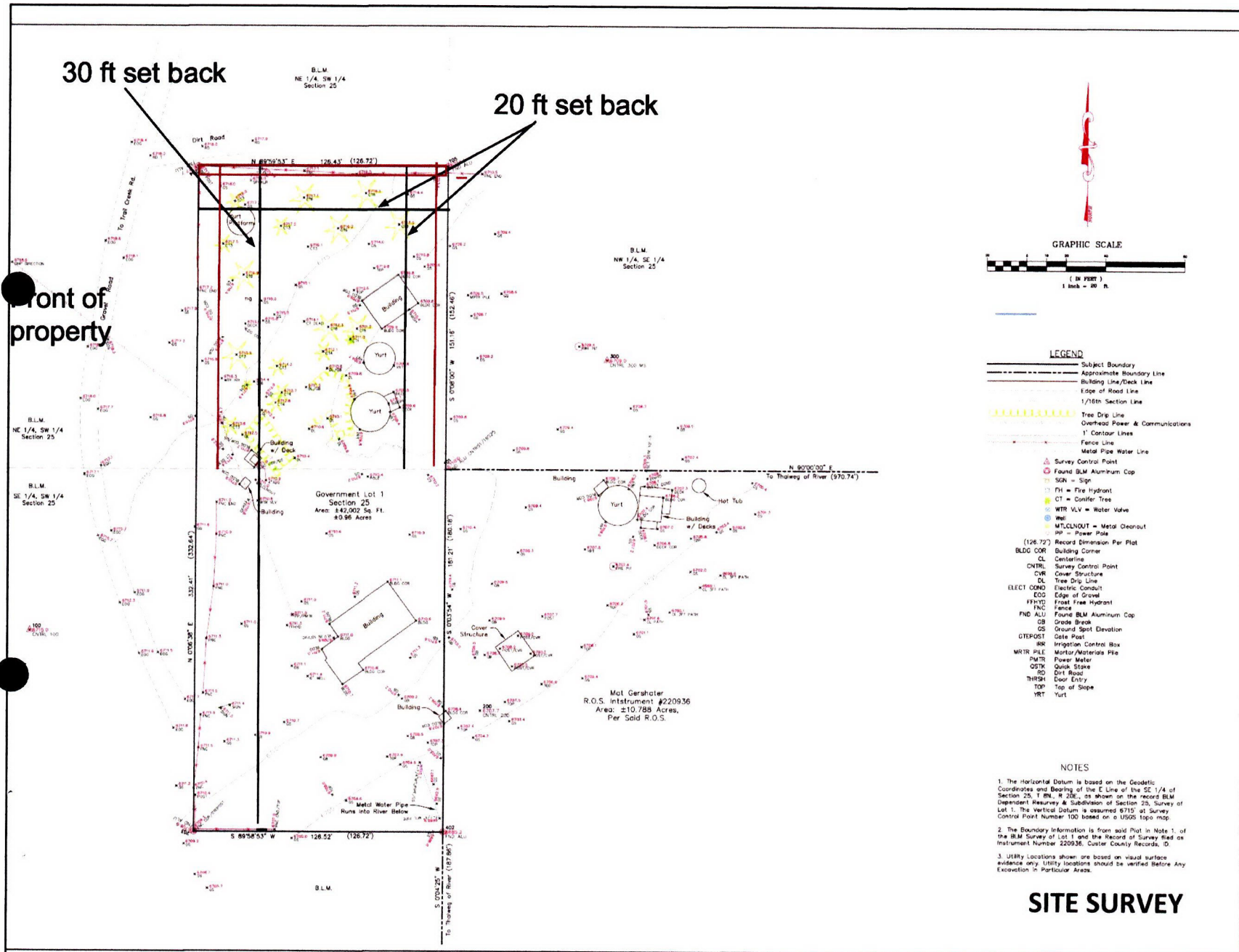
By 
Joey Cardella, Director

By 
Christopher Peters, Director

By 
Elanah Rose, Director

By 
Jennie Lopez, Director

By 
Caleb Baukol, Director



- LEGEND**
- Subject Boundary
 - Approximate Boundary Line
 - Building Line/Deck Line
 - Edge of Road Line
 - 1/16th Section Line
 - Tree Drip Line
 - Overhead Power & Communications
 - 1' Contour Lines
 - Fence Line
 - Metal Pipe Water Line
 - Survey Control Point
 - Found BLM Aluminum Cap
 - SGN = Sign
 - FH = Fire Hydrant
 - CT = Conifer Tree
 - WTR VLV = Water Valve
 - WEL = Well
 - MTCLNOUT = Metal Cleanout
 - PP = Power Pole
 - Record Dimension Per Plat
 - BLDG COR Building Corner
 - CL Centerline
 - CNTRL Survey Control Point
 - CVR Cover Structure
 - DL Tree Drip Line
 - ELECT CONDU Electric Conduit
 - EOG Edge of Gravel
 - FFHYD Frost Free Hydrant
 - FENCE Fence
 - FND ALU Found BLM Aluminum Cap
 - GB Grade Break
 - GSP Ground Spot Elevation
 - GTEPOST Gate Post
 - IRK Irrigation Control Box
 - MRTX PLE Mortar/Materials Pile
 - PMTR Power Meter
 - QSTK Quick Slope
 - RD Dirt Road
 - THRESH Door Entry
 - TOP Top of Slope
 - YRT Yurt

- NOTES**
- The Horizontal Datum is based on the Geodetic Coordinates and Bearing of the E Line of the SE 1/4 of Section 25, T. 8N., R. 20E., as shown on the record BLM Dependent Resurvey & Subdivision of Section 25, Survey of Lot 1. The Vertical Datum is assumed 8715 at Survey Control Point Number 100 based on a USGS topo map.
 - The Boundary Information is from said Plat in Note 1. of the BLM Survey of Lot 1 and the Record of Survey filed as Instrument Number 220936, Custer County Records, O.
 - Utility Locations shown are based on visual surface evidence only. Utility locations should be verified before Any Excavation in Particular Areas.

SITE SURVEY

PROJECT NAME AND NUMBER: U:\Users\p14262004\1156_Basecamp_Site.dwg 3/24/2014 10:46:55 AM MDT

REVISIONS

NO	DATE	BY

Sheet 1 of 1

Alpine Enterprises Inc.
Surveying, Mapping, and Natural Resource Consulting
P.O. Box 2037, Victor, ID 83850
(208) 727-1985 • 127-1987 fax
email: sam@alpineenterprisesinc.com

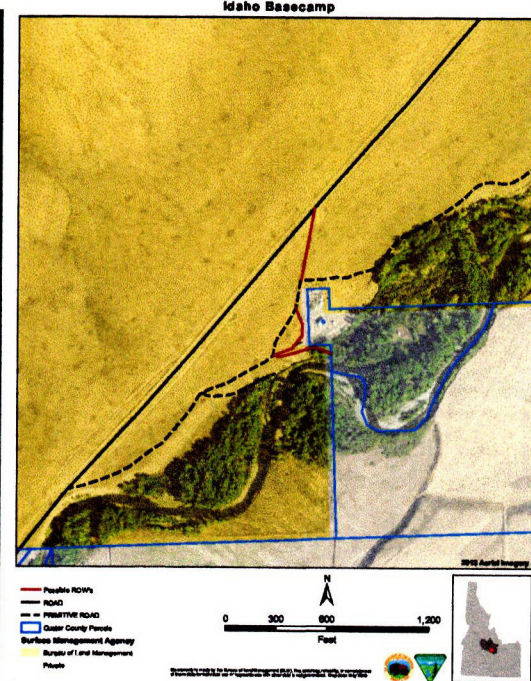
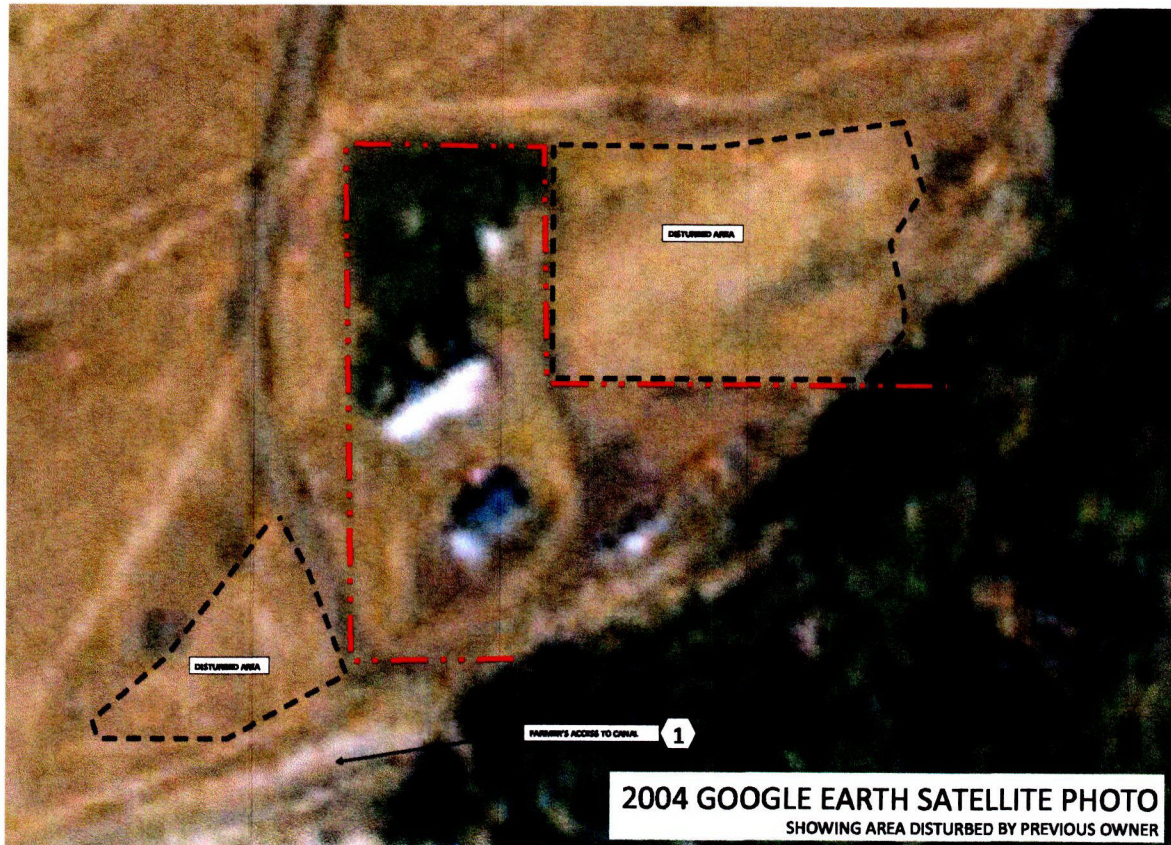
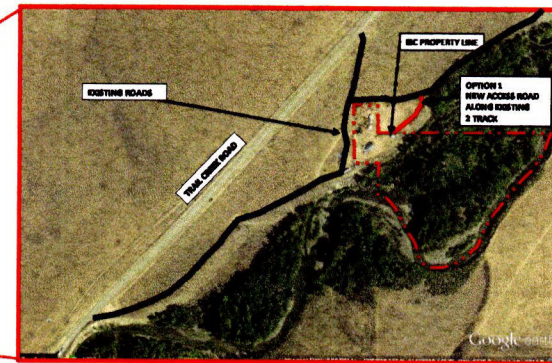
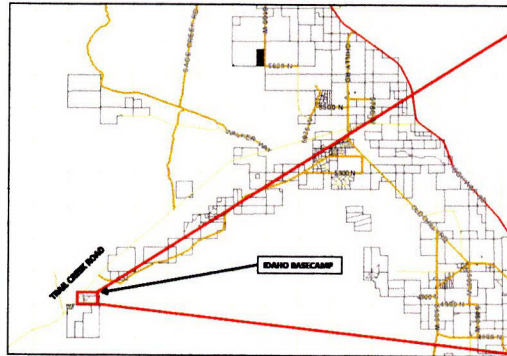
A SITE SURVEY SHOWING
LOT 1 & PORTION OF SW 1/4 OF SE 1/4, SEC. 25, T. 8N., R. 20E.
WITHIN S25, T. 8N., R. 20E., B.M., CUSTER COUNTY, IDAHO
PREPARED FOR MAT GERSHATER

IDAHO BASE CAMP
4921 TRAIL CREEK ROAD, CUSTER COUNTY, IDAHO

22 MAY 16

IBC 501 C3
EXECUTIVE DIRECTOR: MAT GERSHATER
708 720 1427 mat@alpineenterprisesinc.com
PLANNING & ENTITLEMENTS: USA INCORPORATED
708 720 1766 usainc@alpine.com

VICINITY MAP



BLM INTERFACE SITE PLAN

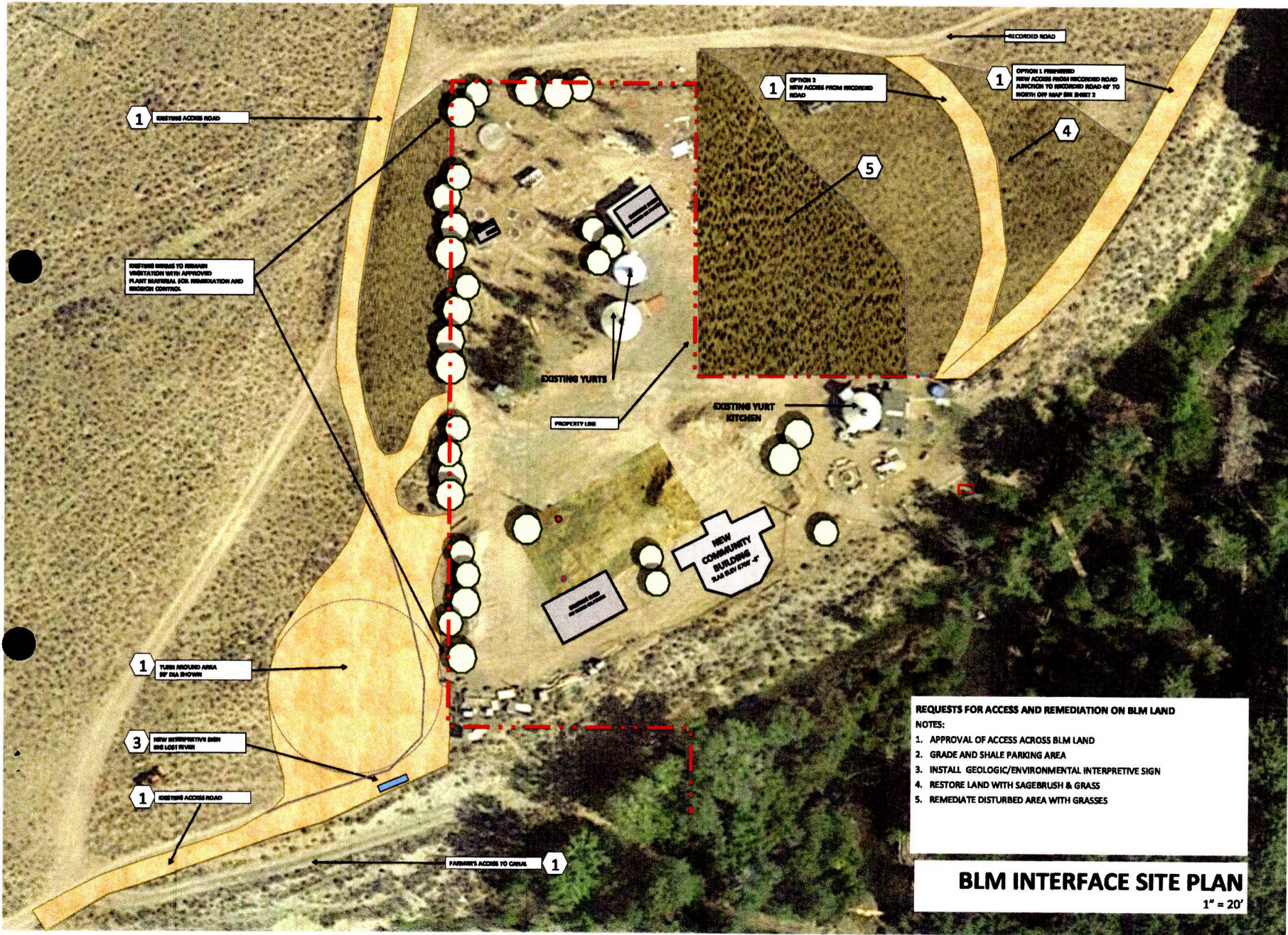
1" = 20'

IBC 501 C3
 EXECUTIVE DIRECTOR: NAT GERSHATER
 208-725-1622 natg@blm.gov
 PLANNING & ENTITLEMENTS: LISA BRUNARD
 208-725-9766 lisa@blm.gov

IDAHO BASE CAMP
 4921 TRAIL CREEK ROAD, CUSTER COUNTY, IDAHO

IDAHO
 PHASE 2015

2



REQUESTS FOR ACCESS AND REMEDIATION ON BLM LAND

NOTES:

1. APPROVAL OF ACCESS ACROSS BLM LAND
2. GRADE AND SHALE PARKING AREA
3. INSTALL GEOLOGIC/ENVIRONMENTAL INTERPRETIVE SIGN
4. RESTORE LAND WITH SAGEBRUSH & GRASS
5. REMEDIATE DISTURBED AREA WITH GRASSES

BLM INTERFACE SITE PLAN

1" = 20'

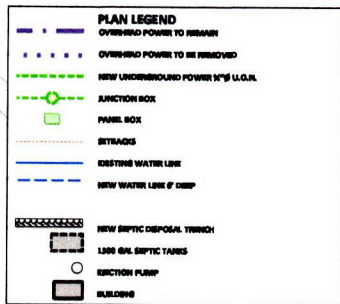
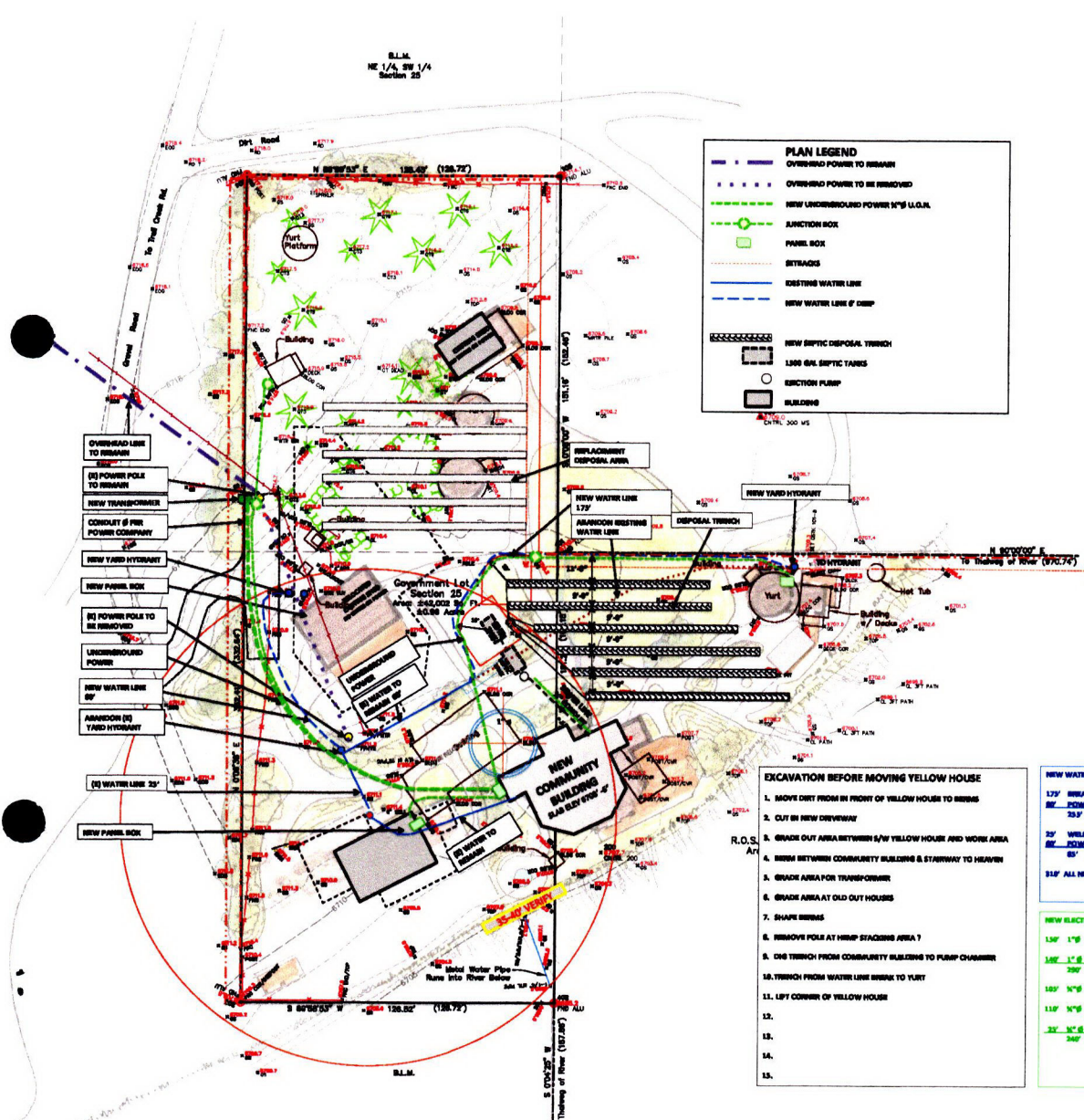
IBC 501 c3

EXECUTIVE DIRECTOR: NAT GERHART
208-720-1827 nat@idaho.blm.gov
PLANNING & ENTITLEMENTS: LISA ENRIQUADO
208-720-8766 lisa@idaho.blm.gov

IDAHO BASE CAMP
4921 TRAIL CREEK ROAD, CUSTER COUNTY, IDAHO



3



INSTALLATION GUIDELINES FOR RIGID CONDUIT

CUTTING
No special tools are required to cut Royal Rigid PVC Conduit. It can easily be cut with a hand saw, a two-handed hand saw or PVC conduit cutters. For conduit with more than a 3/4 inch diameter, use a rubber bar or saw guide to ensure a square cut. Deburr the end using a file or file.



BENDING
It may be necessary to create bends in the field by bending and following rigid conduit. To accomplish this, the following guidelines should be followed:

- For bending the rigid conduit, use a heat gun or some other flameless heat source. Do not use an open flame to heat the conduit. The rigid conduit must be heated to approximately 280° F in order to bend without kinking.
- Heat a length of conduit equal to approximately 10 times the rigid conduit conduit diameter.
- Once the rigid conduit has been adequately heated, bend it to the required angle plus 2 extra degrees. The additional angle will accommodate the "spring back" which will occur during setting.
- After bending of the conduit is completed, immediately cool the bend using water or cold air.
- According to the National Electrical Code (NEC), the minimum bending radius for rigid conduit is as shown in the table below.

NOMINAL SIZE (IN)	MIN. RADIUS TO CENTER OF CONDUIT OR TURNING (IN)
1/2"	4,000
3/4"	4,500
1"	5,750
1 1/4"	7,250
1 1/2"	8,000
2"	10,000
2 1/2"	12,000
3"	14,000
3 1/2"	16,000
4"	18,000

60420 Royal Road • Shelby, ID 83456 T: 208.282.2800 • F: 208.781.0386
royal@regisolutions.com

ROYAL Electrical Solutions

EXCAVATION BEFORE MOVING YELLOW HOUSE

1. MOVE DIRT FROM IN FRONT OF YELLOW HOUSE TO MENS
2. CUT IN NEW DRIVEWAY
3. GRADE OUT AREA BETWEEN S/W YELLOW HOUSE AND WORK AREA
4. MENS BETWEEN COMMUNITY BUILDING & STAIRWAY TO HANGAR
5. GRADE AREA FOR TRANSFORMER
6. GRADE AREA AT OLD OUT HOUSE
7. SHAPE MENS
8. REMOVE POLE AT HANGAR STAGING AREA 7
9. DIG TRENCH FROM COMMUNITY BUILDING TO PUMP CHAMBER
10. TRENCH FROM WATER LINE MENS TO YURT
11. LEFT CORNER OF YELLOW HOUSE
- 12.
- 13.
- 14.
- 15.

NEW WATER LINE

- 12" BREAK TO YURT HYDRANT
- 12" POWER POLE HYDRANT TO NEW LODGE HYDRANT
- 30' WALL TO POWER POLE HYDRANT
- 60' HYDRANT HYDRANT TO BREAK NEW LINE
- 312' ALL NEW PIPE

NEW ELECTRICAL CONDUIT

- 12" 1" 6" COMMUNITY BUILDING BOX AT PROP CORNER
- 12" 1" 6" COMMUNITY BUILDING TO BREAK NEW LINE
- 12" 1" 6" BOX AT PROP CORNER TO YURT
- 12" 1" 6" BOX AT NEW LODGE TO OFFICE
- 12" 1" 6" COMMUNITY BUILDING TO PUMP CHAMBER

NEW ELECTRICAL CONDUIT

- 4" 1" 6" COMMUNITY BUILDING BOX AT OLD YELLOW HOUSE
- 12" 1" 6" COMMUNITY BUILDING TO TRANSFORMER
- 250' 1" 6"
- 4" 1" 6" SWIRLS
- 4" 1" 6" COMMUNITY BUILDING TO YELLOW HOUSE
- 30' 1" 6" TRANSFORMER TO OFFICE
- 4" 1" 6" SWIRLS
- 120' 1" 6" COMMUNITY BUILDING TO TRANSFORMER TELEPHONE
- 12" 1" 6" TRANSFORMER TO OFFICE TELEPHONE
- 250' 1" 6"
- 4" 1" 6" SWIRLS



UTILITIES PLAN

1" = 20'

23 APR 16

IBC 501 C3

EXECUTIVE DIRECTOR: NAT GERHARTER
208-735-1622
nat@ibc501.com

PLANNING & INSTALLMENTS: LISA BOURNARD
208-735-9766
lisa@ibc501.com

IDAHO BASE CAMP

4921 TRAIL CREEK ROAD, CUSTER COUNTY, IDAHO

PHASE 2015

4

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)
Case No. 39576)
_____)

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 34-10893

1997 FEB 19 PM 4:05
DISTRICT COURT-SR
TWIN FALLS CO. IDAHO
FILED _____

NAME & ADDRESS: ORVAL C BEUS
2845 WOOD CANYON
SODA SPRINGS ID 83276

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 08/31/1984

POINT OF DIVERSION: T08N R20E S25 LOT 1 (NESESW) Within CUSTER County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE DOMESTIC 1 HOME	PERIOD OF USE 01-01 12-31	QUANTITY 0.04 CFS
-------------------------------	-----------------------------------	------------------------------	----------------------

PLACE OF USE: DOMESTIC Within CUSTER County
T08N R20E S25 Lot 1 (NESW) Lot 1 (SESW)

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

DATED: Feb. 19, 1997


DANIEL C. HURLBUTT
PRESIDING JUDGE
Snake River Basin Adjudication

RULE 54(b) CERTIFICATE

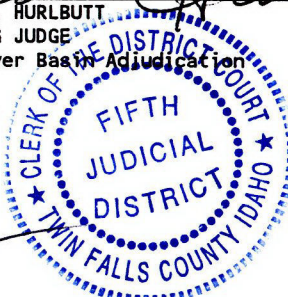
With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

DATED: Feb 19 1997


DANIEL C. HURLBUTT
PRESIDING JUDGE
Snake River Basin Adjudication

PARTIAL DECREE PURSUANT TO I.R.C.P. 54(b)
Water Right 34-10893

State of Idaho
County of Twin Falls ss.
I hereby certify the foregoing to be a full,
true and correct copy of the original on
file in the above entitled action.
ROBERT S. FORT
CLERK OF THE DISTRICT COURT
By 
DEPUTY CLERK





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 Gary Spackman

November 09, 2022

IDAHO BASECAMP INC
PO BOX 183
KETCHUM ID 83340-0177

Re: Change in Ownership for Water Right No(s): 34-10893

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) 497-3787.

Sincerely,

Jonie Barg
Technical Records Specialist 1

Enclosure(s)

cc: WATER DISTRICT 34
BIG LOST RIVER GROUND WATER DISTRICT

IDWR

Please find our application for transferring water rights at our nature campus in Mackay ID.

We have provided One form 42-248 Notice of change of water right ownership. This is from original owner to our Nonprofit. However this property had changed hands four times prior to our current possession.

Idaho Basecamp has submitted along with the application, all four transfer documents from various individuals to show the 'paper trail' of ownership.

If we need to fill out FOUR versions of Form 42-248 that changes the rights four times please let us know. Once the change has been processed our team would like to speak with IDWR representative to understand what the rights mean and what amount (CFM) of water we can use on the nature campus.

When originally purchased the property had a small well and one out building. IBC has a master plan to develop the area with more kitchens, bathrooms and lodging. With that in mind we will need to know if the Water Rights will be sufficient for that type of build out.

If you have any questions please call: 208-720-1822

Thank you,

Mathew Gershater