

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

SEP 03 2025

DEPT. OF WATER RESOURCES
SOUTHERN 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 #7 of the instructions. **DE ✓**

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
✓ 22-690 OK	Yes ☒	Yes ☐	22-690	Yes ☐	Yes ☐
	Yes ☐	Yes ☐	22-14731	Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

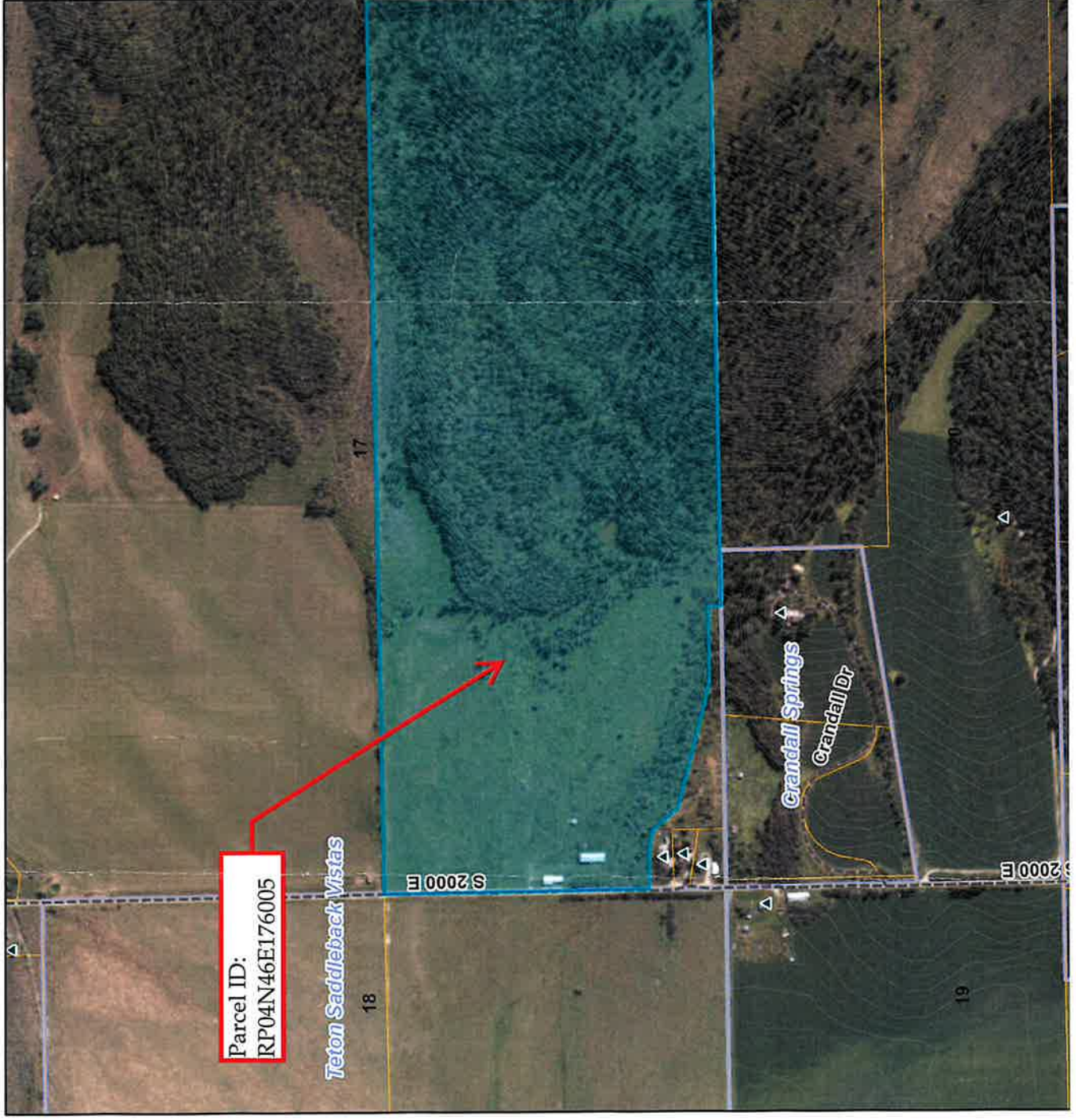
2. Previous Owner's Name: Vintage Seventh Level, LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Big Green Ranch LLC/Kevin Stineman
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
1924 N Hudson Ave Chicago IL 60614
Mailing address City State Zip
307 249 7507 tcook@nelsonengineering.net
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: 2/15/2022
6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
o \$25 per *undivided* water right.
o \$100 per *split* water right.
o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: [Signature] Manager 8/20/2025
Signature of new owner/claimant Title, if applicable Date
KEVIN STINEMAN

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

Received by JB Date 9/3/2025 For IDWR Office Use Only: Receipt No. E051098 Receipt Amt. \$100. -
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 *Stockwater only Approved by JB Processed by JC Date 11/13/2025

Teton County Map



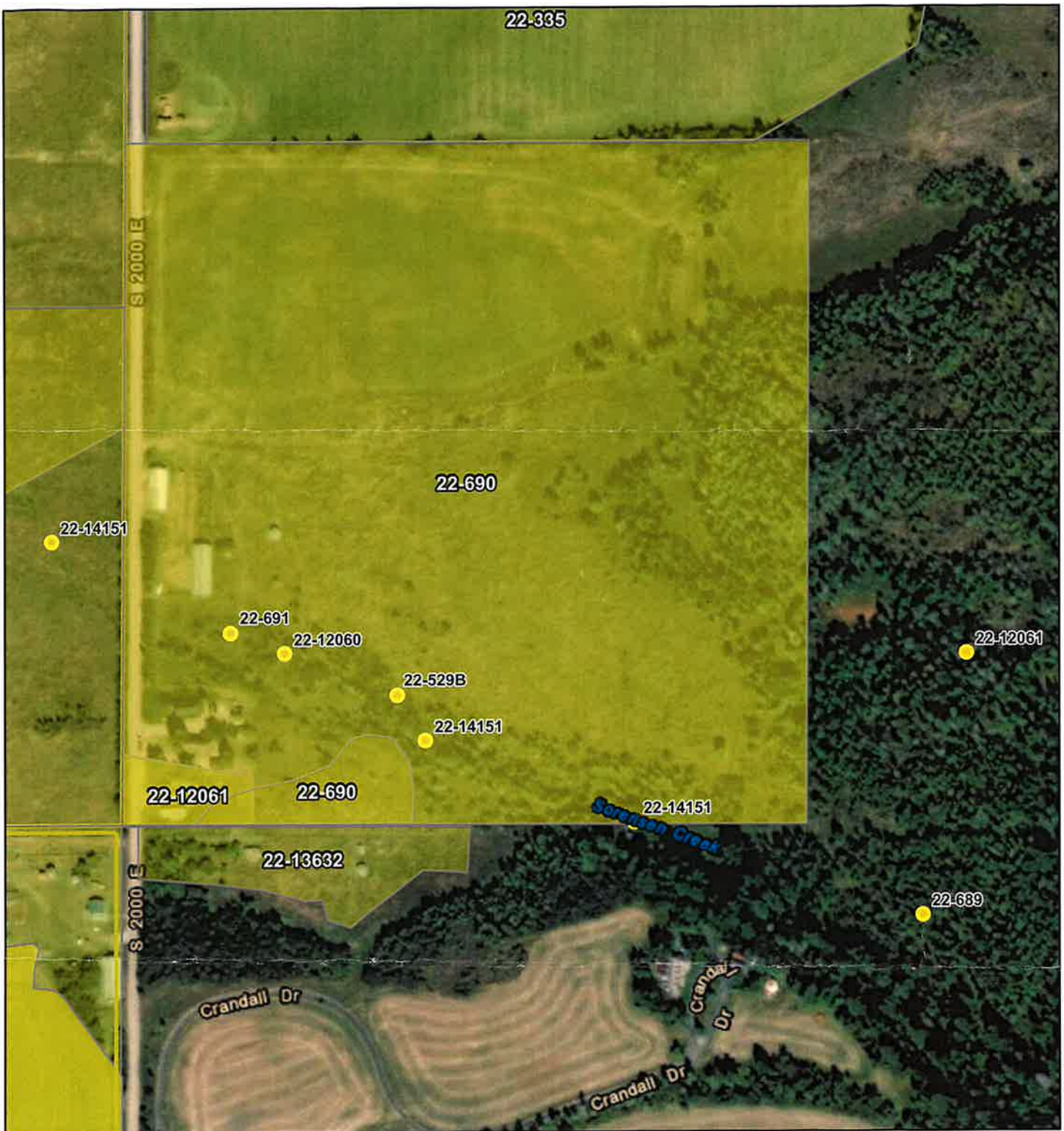


7/16/2025, 12:30:50 PM



Esri, NASA, NGA, USGS, FEMA, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Water Rights



7/16/2025, 12:28:54 PM

● POD - Water Rights

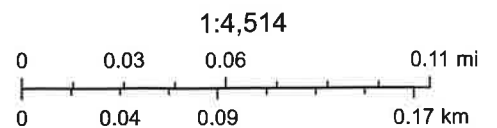
POU - Water Rights



All Other POU (non-provider)



Irrigation Providers and Municipal Service Areas



Esri, HERE, iPC, Esri, HERE, Garmin, iPC, Maxar

Instrument # 274219

TETON COUNTY, IDAHO
02-15-2022 12:18:00 No. of Pages: 3
Recorded for: FIRST AMERICAN TITLE - DRIGGS
KIM KEELEY Fee: \$16.00
Ex-Officio Recorder Deputy, Kim Keeley
Index to: DEED, SPECIAL WARRANTY

AFTER RECORDING MAIL TO:

Big Green Ranch LLC
1924 N Hudson Avenue
Chicago, IL 60614

SPECIAL WARRANTY DEED

File No.: **1013446-T (jw)**

Date: **December 09, 2021**

For Value Received, **Vintage Seventh Level, LLC**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Big Green Ranch LLC, a Delaware limited liability company**, hereinafter called the Grantee, whose current address is **1924 N Hudson Avenue, Chicago, IL 60614**, the following described premises, situated in **Teton County, Idaho**, to-wit:

MOST OF THE SOUTH HALF SOUTHWEST QUARTER AND GOVERNMENT LOT 4 OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 46 E., B.M., TETON COUNTY, IDAHO BEING FURTHER DESCRIBED AS:

FROM THE SOUTHWEST CORNER OF SAID SECTION 17, N.00°16'43"E., 292.44 FEET ALONG THE WEST LINE OF SAID SECTION 17 TO THE POINT OF BEGINNING;

THENCE N.00°16'43"E., 1029.14 FEET TO A POINT;

THENCE S.89°54'27"E., 3970.03 FEET TO THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 4;

THENCE S.00°24'06"E., 1321.88 FEET ALONG THE IDAHO/WYOMING STATE LINE TO THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 4;

THENCE S.89°55'14"W., 1345.28 FEET TO THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 4;

THENCE N.89°48'51"W., 1542.52 FEET TO A POINT;

THENCE NORTH 50.00 FEET TO A POINT;

THENCE WEST 294.00 FEET TO A POINT;

THENCE N.75°00'44"W., 505.96 FEET TO A POINT;

THENCE N.40°00'00"W., 130.00 FEET TO A POINT;

THENCE N.81°00'00"W., 97.00 FEET TO A POINT;

THENCE N.89°50'00"W., 134.40 FEET TO THE POINT OF BEGINNING.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

Date: 12/09/2021

Warranty Deed
- continued

File No.: 1013446-T (jw)

FURTHER SUBJECT TO a non-exclusive easement over and across the Grantor's Property, solely for the purpose of laying, constructing, maintaining, operating, repairing, inspecting, protecting, removing and replacing private sanitary sewer lines and a septic drain field. Said easement being located as depicted and described on that certain Record of Survey recorded as Instrument number 261960 on 8-26-20 in the office of the Clerk of Teton County, Idaho as a sewer easement in the southwest corner of the real property described herein. Grantor hereby reserves all other rights to use the easement property for all other purposes, provided such use does not unreasonably interfere with the facilities or any other rights granted hereunder. The easement shall be an easement appurtenant and all of the provisions in this deed shall run with the land and be binding upon and inure to the benefit of the successors and assigns of the Grantor's property.

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantee(s), their heirs and assigns forever. And the said Grantor(s) do hereby covenant to and with the said Grantee(s), that they are the owners in fee simple of said premises. The Grantor(s) warrants that said premises are free and clear of all encumbrances suffered or created by the Grantor(s), except such warranty does not apply to all taxes, assessments, and charges to be paid by the Grantee(s) and any lien or encumbrance revived or placed on said premises by, through or under the Grantee(s), his heirs and assigns.

By the acceptance of this deed the Grantee(s) acknowledge and agree that the herein above real estate is conveyed in its "AS IS" and "WHERE IS," condition with all faults and defects, both latent and patent, and Grantor has not made, does not make, and specifically disclaims any representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral, or written, of, as to, concerning or with respect to the Property.

Date: 12/09/2021

Warranty Deed
- continued

File No.: 1013446-T (Jw)

Vintage Seventh Level, LLC

By: *Michael H Wehrle*
 Name: Michael H Wehrle
 Title: Manager

STATE OF West Virginia)
) ss.
 COUNTY OF Kanawha)

On this February 7, 2022, before me, a Notary Public in and for said State, personally appeared **Michael H Wehrle, Manager**, known or identified to me to be the person whose name is subscribed to the within Instrument as one of the Managers/Members of the **Vintage Seventh Level, LLC**, which is known or identified to me to be the entity whose name is subscribed to the within instrument and acknowledged to me that he executed the same in said Limited Liability Company's name.



Jeana B. Trout
 Notary Public of State of West Virginia

Residing at: 121 Poplar Point Est, Poca, WV 25159
 Commission Expires: 4/6/2024

CORRECTION WARRANTY DEED TO INSTRUMENT # 261833

Warranty deed made this 25th day of August, 2020 between VINTAGE SEVENTH LEVEL, LLC of 3150 West Teal Road, Jackson, Wyoming 83001, referred to as Grantor, and VINTAGE SEVENTH LEVEL, LLC of 3150 West Teal Road, Jackson, Wyoming 83001 referred to as Grantee.

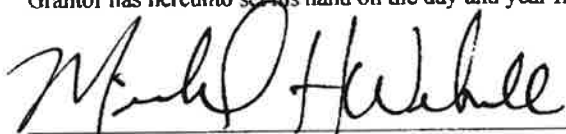
Grantor in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, and does hereby grant, bargain, sell and convey, and confirm unto Grantee and its heirs and assigns forever, all the following described real estate situated in Teton County, Idaho:

"EXHIBIT A"

To have and to hold, all and singular the above-described premises together with the appurtenances unto Grantee and its heirs and assigns forever.

And Grantor and its heirs shall and will warrant and by these presents forever defend the premises in the quiet and peaceable possession of Grantee, its heirs, and assigns against Grantor and its heirs and against all and every person and persons whomsoever, lawfully claiming the same.

Grantor has hereunto set his hand on the day and year first above written.



VINTAGE SEVENTH LEVEL, LLC - MICHAEL WEHRLE, Managing Member

STATE OF Idaho)

SS

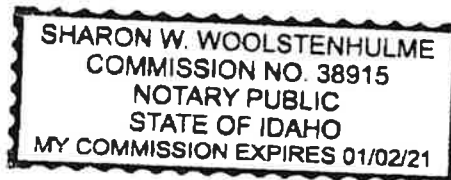
County of Teton)

On this 25th day of August in the year of 2020, before me, a Notary Public in and for said State, personally appeared MICHAEL WEHRLE, 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.


Notary Public

Residing at: Victor, Idaho

My commission expires: 01-02-2021



Instrument # 261961

TETON COUNTY, IDAHO

8-26-2020 02:30:00 PM No. of Pages: 2

Recorded for : AW ENGINEERING

KIM KEELEY

Fee: 15.00

Ex-Officio Recorder Deputy 

Index to: DEED CORRECTION

EXHIBIT A

PARCEL 1

MOST OF THE SOUTH HALF SOUTHWEST QUARTER AND GOVERNMENT LOT 4 OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 46 E., B.M., TETON COUNTY, IDAHO BEING FURTHER DESCRIBED AS:

FROM THE SOUTHWEST CORNER OF SAID SECTION 17, N 00°16'43"E, 292.44 FEET ALONG THE WEST LINE OF SAID SECTION 17 TO THE POINT OF BEGINNING;
THENCE N 00°16'43"E, 1029.14 FEET TO A POINT;
THENCE S 89°54'27"E, 3970.03 FEET TO THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 4;
THENCE S 00°24'06"E, 1321.88 FEET ALONG THE IDAHO/WYOMING STATE LINE TO THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 4;
THENCE S 89°55'14"W, 1345.28 FEET TO THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 4;
THENCE N 89°48'51"W, 1542.52 FEET TO A POINT;
THENCE NORTH 50.00 FEET TO A POINT;
THENCE WEST 294.00 FEET TO A POINT;
THENCE N 75°00'44"W, 505.96 FEET TO A POINT;
THENCE N 40°00'00"W, 130.00 FEET TO A POINT;
THENCE N 81°00'00"W, 97.00 FEET TO A POINT;
THENCE N 89°50'00"W, 134.40 FEET TO THE POINT OF BEGINNING.

CONTAINS 117.30 ACRES.

SUBJECT TO AND TOGETHER WITH A 25 FOOT WIDE ROAD & UTILITY EASEMENT ALONG THE WEST PROPERTY BOUNDARY BEING WITHIN THE 60 FOOT WIDE COUNTY ROAD & UTILITY EASEMENT S 2000 E.

AFTER RECORDING MAIL TO:

Vintage Seventh Level, LLC
PO Box 30000 #81
Jackson, WY 83002

QUITCLAIM DEED

File No.: 511121-T (tm)

Date: July 29, 2014

For Value Received, **Andrea Macdonald, spouse of Reed Macdonald, as to an undivided 1/3 Interest**, do(es) hereby convey, release, remise, and forever quit claim unto **Reed Macdonald, a married man as his sole and separate property, as to an undivided 1/3 Interest**, whose address is 1055 GUNTER COURT ALPHARETTA GA 30023 herein after called the Grantee, the following described premises situated in Teton County, Idaho, to-wit:

TRACT 1:

**Township 4 North, Range 46 East, Boise Meridian, Teton County, Idaho:
Section 17: S1/2 SW1/4; Government Lot 4**

LESS Beginning at the Southwest corner of Section 17, Township 4 North, Range 46 East, Boise Meridian; thence North 199 feet; thence East 230 feet; thence South 199 feet; thence West 230 feet to the point of beginning.

SUBJECT to a 25 foot county road and utility easement along the Western property boundary.

TRACT 2:

Beginning at the Southwest corner of Section 17, Township 4 North, Range 46 East, Boise Meridian, Teton County, Idaho, and running thence North 141 feet; thence South 81°00'29" East, 232.85 feet; thence South 0°0'06" West 102.33 feet; thence South 89°26' West 230 feet to the point of beginning.

SUBJECT to a 25 foot county road and utility easement along the Western property boundary.

together with its appurtenances.

Dated: July 31, 2014

APN: RP04N46E176001A

Quitclaim Deed - continued

File No.: 511121-T (tm)

Date: 07/29/2014

Andrea Macdonald
Andrea Macdonald

STATE OF Georgia)
COUNTY OF Fulton)
SS.

On this 31st day of July, 2014, before me, a Notary Public in and for said State, personally appeared **Andrea Macdonald**, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that she executed the same.

[Signature]
Notary Public of
Residing at: Alpharetta, GA
Commission Expires: 06-17-2016.

SHAMS UL QAMAR
NOTARY PUBLIC
Fulton County
State of Georgia
My Comm. Expires June 17, 2016

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
81 North Main Street/P.O. Box 42
Driggs, ID 83422

Instrument # 233344

TETON COUNTY, IDAHO
08-04-2014 16:04:31 No. of Pages: 7
Recorded for: FIRST AMERICAN TITLE - DRIGGS
MARY LOU HANSEN Fee: \$28.00
Ex-Officio Recorder Deputy, Mary Lou Hansen
Index to: DEED, WARRANTY

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **511121-T (tm)**

Date: **July 30, 2014**

For Value Received, **Reed MacDonald, individually, presumptively subject to the community interest of his spouse, if married as to an undivided 1/3 Interest**
Deborah A. Finn, individually, presumptively subject to the community interest of his spouse, if married as to an undivided 1/3 Interest
Delbert H. Tanner and Marthann Tanner, husband and wife, as to an undivided 1/6 Interest
Nightrider 11, Inc., as to an undivided 1/6 Interest, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Vintage Seventh Level, LLC, a Wyoming limited liability company**, hereinafter called the Grantee, whose current address is **PO Box 30000 #81, Jackson, WY 83002**, the following described premises, situated in **Teton County, Idaho**, to-wit:

TRACT 1:

Township 4 North, Range 46 East, Boise Meridian, Teton County, Idaho:
Section 17: S1/2 SW1/4; Government Lot 4

LESS Beginning at the Southwest corner of Section 17, Township 4 North, Range 46 East, Boise Meridian; thence North 199 feet; thence East 230 feet; thence South 199 feet; thence West 230 feet to the point of beginning.

SUBJECT to a 25 foot county road and utility easement along the Western property boundary.

TRACT 2:

Beginning at the Southwest corner of Section 17, Township 4 North, Range 46 East, Boise Meridian, Teton County, Idaho, and running thence North 141 feet; thence South 81°00'29" East, 232.85 feet; thence South 0°0'06" West 102.33 feet; thence South 89°26' West 230 feet to the point of beginning.

SUBJECT to a 25 foot county road and utility easement along the Western property boundary.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its 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 said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Date: 07/30/2014

Warranty Deed
- continued

File No.: 511121-T (tm)


 Reed MacDonald

 Deborah A. Finn

 Delbert H. Tanner

 Marthann Tanner

Nightrider 11, Inc., a Georgia corporation

 By: Delbert H. Tanner, President

STATE OF Georgia)
) ss.
 COUNTY OF Fulton)

On this 31st day of July, 2014, before me, a Notary Public in and for said State, personally appeared **Reed MacDonald**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Notary Public for the State of
 Residing at: Atlanta, GA
 My Commission Expires: 06-17-2016

SHAMS UL QAMAR
 NOTARY PUBLIC
 Fulton County
 State of Georgia
 My Comm. Expires June 17, 2016

Date: 07/30/2014

Warranty Deed
- continued

File No.: 511121-T (tm)

Reed MacDonald_____
Delbert H. Tanner_____
Deborah A. Finn_____
Marthann Tanner

Nightrider 11, Inc., a Georgia corporation

By: Delbert H. Tanner, President

STATE OF

)
ss.

COUNTY OF

On this ____ day of _____, 2014, before me, a Notary Public in and for said State, personally appeared **Reed MacDonald**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

Notary Public for the State of

Residing at:

My Commission Expires:

Date: 07/30/2014

Warranty Deed
- continued

File No.: 511121-T (tm)

STATE OF

)
ss.

COUNTY OF

)

On this ____ day of _____, 2014, before me, a Notary Public in and for said State, personally appeared **Deborah A. Finn**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

Notary Public for the State of
Residing at:
My Commission Expires:

STATE OF

Georgia

)
ss.

COUNTY OF

Fulton

)

On this 31 day of July, 2014, before me, a Notary Public in and for said State, personally appeared **Delbert H. Tanner and Marthann Tanner**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

Notary Public for the State of Georgia
Residing at: 10550 Jones Bridge Rd Alpharetta, GA 3002
My Commission Expires: Nov 13, 2017

NICHOLAS STOLTE
NOTARY PUBLIC
Fulton County
State of Georgia
My Comm. Expires Nov. 13, 2017

Date: 07/30/2014

Warranty Deed
- continued

File No.: 511121-T (tm)

STATE OF OHIO

)
ss.

COUNTY OF Summit

)

On this 1 day of Aug., 2014, before me, a Notary Public in and for said State, personally appeared **Deborah A. Finn**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



MIKE MARINO
Notary Public, State of Ohio
My Commission Expires
September 16, 2017



Notary Public for the State of
Residing at:
My Commission Expires:

STATE OF

)
ss.

COUNTY OF

)

On this ____ day of _____, 2014, before me, a Notary Public in and for said State, personally appeared **Delbert H. Tanner and Marthann Tanner**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

Notary Public for the State of
Residing at:
My Commission Expires:

Date: 07/30/2014

Warranty Deed
- continued

File No.: 511121-T (tm)

STATE OF Georgia)
)
COUNTY OF Fulton)

On this 31 day of July, 2014, before me, a Notary Public in and for said State, personally appeared **Delbert H. Tanner**, known or identified to me, to be the **President** of the Corporation that executed the instrument or the person who executed the instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.


 Notary Public of Georgia
 Residing at: 10950 Jones Bridge Rd Alpharetta, GA 3002
 Commission Expires: Nov 13, 2017

NICHOLAS STOLTE NOTARY PUBLIC Fulton County State of Georgia My Comm. Expires Nov. 13, 2017
--

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Sean R. Moulton
Moulton Law Office
P.O. Box 631 / 60 E. Wallace Ave.
Driggs, ID 83422

(Space Above For Recorder's Use)

GRANT DEED

THIS INDENTURE is made this 6 day of December, 2013, by ActionLink, LLC, and Ohio limited liability company whose address is 2279 Romig Road, Akron, OH 44320, the "Grantor," to the Deborah A. Finn, hereinafter identified as the "Grantee", as a tenant-in-common with a one-third (1/3) interest without rights of survivorship. By this transfer, Grantee acknowledges the existing interests as follows:

1/3 INTEREST

Reed Macdonald
11125 Wittenridge Drive
Alpharetta, GA 30022

1/6 INTEREST

Delbert H Tanner and Marthann Tanner
735 Old Oak Trace
Alpharetta, GA 30022

1/6 INTEREST

Nightrider 11 Inc.
735 Old Oak Trace
Alpharetta, GA 30022

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantees, the receipt whereof is hereby acknowledged, has granted, and by these presents does grant and confirm unto the Grantees in their interests identified above, and to Grantees' heirs and assigns forever, all of the following described property in the County of Teton, State of Idaho, to-wit:

Exhibit "A"

SUBJECT to all existing easements or claims of easements, patent reservations, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and

regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, and rents, issues and profits therefrom; and all estate, right, title and interest in and to said property, as well in law as in equity, of the Grantor.

IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

ACTIONLINK, LLC


DELBERT H. TANNER, Member

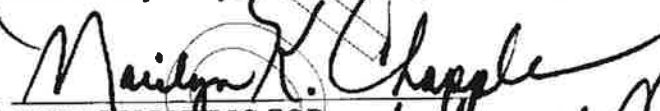
STATE OF)

) ss. ☐

COUNTY OF)

On this 6th day of December, 2013, before me
Delbert H. Tanner, personally appeared _____, known
or identified to me (or proved to me on the oath of _____),
to be the person whose name is subscribed to the within instrument, and acknowledged to
me that [he/she/they] executed the same.

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


NOTARY PUBLIC FOR
Residing at Adron OH Summit County
My Commission Expires July 28, 2018



Marilyn K. Chapple, Notary Public
Residence - Summit County
State Wide Jurisdiction, Ohio
My Commission Expires July 28, 2018

Exhibit "A"

Tract 1:

Township 4 North, Range 46 East, Boise Meridian, Teton County, Idaho:

Section 17: S1/2 SW1/4, Lot 4

Less Beginning at the Southwest corner of Section 17, Township 4 North, Range 46 East, Boise Meridian; thence North 199 feet; thence East 230 feet; thence South 199 feet; thence West 230 feet to the point of beginning.

Subject to a 25 foot county road and utility easement along the Western property boundary.

Tract 2:

Beginning at the Southwest corner of Section 17, Township 4 North, Range 46 East, Boise Meridian, Teton County, Idaho, and running thence North 141 feet; thence South 81°00'29" East, 232.85 feet; thence South 0°0'06" West 102.33 feet; thence South 89°26' West 230 feet to the point of beginning.

Subject to a 25 foot county road and utility easement along the Western property boundary.

More commonly known as: Tract 1 3955 S 2000 E, Tract 2 3985 S 2000 E, Driggs, ID 83422

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Sean R. Moulton

Moulton Law Office

P.O. Box 631 / 60 E. Wallace Ave.

Driggs, ID 83422

(Space Above For Recorder's Use)

GRANT DEED

THIS INDENTURE is made this 31 day of May, 2013, by Reed Macdonald, whose address is 11125 Wittenridge Drive, Alpharetta, GA 30022, the "Grantor," to the individuals hereinafter identified (collectively the "Grantees"), as tenants-in-common without rights of survivorship, with the interests as follows:

1/3 INTEREST

Reed Macdonald
11125 Wittenridge Drive
Alpharetta, GA 30022

1/3 INTEREST

ActionLink, LLC
2279 Romig Road
Akron, Ohio 44320

1/6 INTEREST

Delbert H Tanner and Marthann Tanner
735 Old Oak Trace
Alpharetta, GA 30022

1/6 INTEREST

Nightrider 11 Inc.
735 Old Oak Trace
Alpharetta, GA 30022

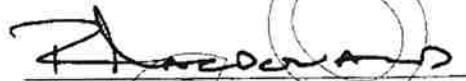
WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantees, the receipt whereof is hereby acknowledged, has granted, and by these presents does grant and confirm unto the Grantees in their interests identified above, and to Grantees' heirs and assigns forever, all of the following described property in the County of Teton, State of Idaho, to-wit:

Exhibit "A"

SUBJECT to all existing easements or claims of easements, patent reservations, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, and rents, issues and profits therefrom; and all estate, right, title and interest in and to said property, as well in law as in equity, of the Grantor.

IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.


REED MACDONALD

STATE OF GA)
COUNTY OF Dawson) ss.

On the 31st day of May, 2013, before me, the undersigned, a Notary Public, in and for said State, personally appeared REED MACDONALD, known or identified to me 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 in this certificate first above written.




Notary Public for the State of: GA
Residing at: 24 Sandberg Way Dawsonville GA
My Commission Expires: 3/8/15 30534

Exhibit "A"

Tract 1:

**Township 4 North, Range 46 East, Boise Meridian, Teton County, Idaho:
Section 17: S1/2 SW1/4, Lot 4**

Less Beginning at the Southwest corner of Section 17, Township 4 North, Range 46 East, Boise Meridian; thence North 199 feet; thence East 230 feet; thence South 199 feet; thence West 230 feet to the point of beginning.

Subject to a 25 foot county road and utility easement along the Western property boundary.

Tract 2:

Beginning at the Southwest corner of Section 17, Township 4 North, Range 46 East, Boise Meridian, Teton County, Idaho, and running thence North 141 feet; thence South 81°00'29" East, 232.85 feet; thence South 0°0'06" West 102.33 feet; thence South 89°26' West 230 feet to the point of beginning.

Subject to a 25 foot county road and utility easement along the Western property boundary.

More commonly known as: Tract 1 3955 S 2000 E, Tract 2 3985 S 2000 E, Driggs, ID 83422

First American Title Company

398212

Recording and Drafted By and
Requested by Return To:
First American Title Company
24 Greenway Plaza, Suite 850
Houston, Texas 77046
Attn: April Riese / NCS 510242-ID1
Asset No. 10057001119

SPECIAL WARRANTY DEED

STATE OF IDAHO §
§
COUNTY OF TETON §

RECITALS

WHEREAS, **FEDERAL DEPOSIT INSURANCE CORPORATION** as Receiver for **America West Bank** (the "Grantor"), acquired the Property by that certain **Sheriff's Deed** dated **April 20, 2012**, and recorded under **Document No. 221808** of the **Official Records of Teton County, Idaho**, on **April 25, 2012**; and

WHEREAS, as a matter of federal law 12 U.S.C. § 1821 (d)(2)(A)(i), the Receiver succeeded to all of the right, title and interest of the Institution in and to among other things, the Property.

NOW, THEREFORE, the Grantor, whose address is 1601 Bryan Street, Dallas, Texas 75201, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00), the receipt and sufficiency of which are hereby acknowledged, as GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto **Reed MacDonald, Individually** ("Grantee"), whose address is **315 Eddystone Point, Alpharetta, GA 3022** that certain real property situated in **Teton County, Idaho**, as described on EXHIBIT "A" attached hereto and made a part hereof for all purposes, together with any and all improvements thereto and all singular the rights and appurtenances pertaining thereto, including, but not limited to, any right,

title and interest of Grantor in and to adjacent streets, alleys or rights-of-way (collectively, the "Property"), **subject** however to any and all exceptions, easements, rights-of-way, covenants, conditions, restrictions, reservations, encroachments, protrusions, shortages in area, boundary disputes and discrepancies, matters which could be discovered or would be revealed by, respectively, an inspection or current survey of the Property, encumbrances, access limitations, licenses, leases, prescriptive rights, rights of parties in possession, rights of tenants, co-tenants, or other co-owners, and any and all other matters or conditions affecting the Property, including, without limitation, any and all matters or conditions reflected on Exhibit "B" attached hereto and made a part hereof for all purposes, and whether known or unknown, recorded or unrecorded, as well as standby fees, real estate taxes, and assessments on or against the Property for the current year and subsequent years and subsequent taxes and assessments for prior years becoming due by reason of a change in usage or ownership, or both, of the Property; and any and all zoning, building, and other laws, regulations, and ordinances of municipal and other governmental authorities affecting the Property (all of the foregoing being collectively referred to as the "Permitted Encumbrances"). Grantee, by its acceptance of delivery of this Special Warranty Deed, assumes and agrees to perform any and all obligations of Grantor or the Institution under the Permitted Encumbrances.

FURTHER, GRANTEE, BY ITS ACCEPTANCE OF DELIVERY OF THIS SPECIAL WARRANTY DEED, ACKNOWLEDGES AND AGREES THAT (i) EXCEPT FOR THE SPECIAL (OR LIMITED) WARRANTY OF TITLE CONTAINED HEREIN, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY, OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, (B) ANY INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT OR HOPE TO CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE DESCRIPTION, POSSESSION, HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR ANY PART THEREOF, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO, (H) THE EXISTENCE, QUALITY, NATURE, ADEQUACY, OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE PROPERTY, OR (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS, INCLUDING,

WITHOUT LIMITATION, THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY OR ANY PART THEREOF, OF ANY HAZARDOUS MATERIALS; (ii) GRANTEE HAS FULLY INSPECTED THE PROPERTY AND THAT THE CONVEYANCE HEREUNDER OF THE PROPERTY IS "AS IS" AND "WITH ALL FAULTS", AND GRANTOR HAS NO OBLIGATION TO ALTER, REPAIR, OR IMPROVE THE PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO; and (iii) NO WARRANTY HAS ARISEN THROUGH TRADE, CUSTOM, OR COURSE OF DEALING WITH GRANTOR, AND ALL STATUTORY, COMMON LAW, AND CUSTOMARY COVENANTS AND WARRANTIES, IF ANY, OF WHATEVER KIND, CHARACTER, NATURE, PURPOSE, OR EFFECT, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, ARE HEREBY EXPRESSLY, UNCONDITIONALLY, AND IRREVOCABLY WAIVED, DISCLAIMED, AND EXCLUDED FROM THIS SPECIAL WARRANTY DEED, NOTWITHSTANDING ANY CUSTOM OR PRACTICE TO THE CONTRARY, OR ANY STATUTORY, COMMON LAW, DECISIONAL, HISTORICAL, OR CUSTOMARY MEANING, IMPLICATION, SIGNIFICANCE, EFFECT, OR USE OF CONTRARY IMPORT OF ANY WORD, TERM, PHRASE OR PROVISION HEREIN.

Further, by its acceptance of delivery of this Special Warranty Deed, Grantee or anyone claiming by, through, or under Grantee, hereby fully releases Grantor, the Institution, and the FDIC in any and all of its various other capacities, and their respective employees, officers, directors, representatives, and agents from any and all claims, costs, losses, liabilities, damages, expenses, demands, actions, or causes of action that it or they may now have or hereafter acquire, whether direct or indirect, known or unknown, suspected or unsuspected, liquidated or contingent, arising from or related to the Property in any manner whatsoever. This covenant releasing Grantor, the Institution, and the FDIC in any and all of its various other capacities shall be a covenant running with the Property and shall be binding upon Grantee, its successors, and assigns.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging to Grantor, unto Grantee, its heirs, personal representatives, successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT SPECIALLY AND FOREVER DEFEND all and singular the Property unto Grantee, its heirs, personal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, **subject**, however, to the Permitted Encumbrances.

The fact that certain encumbrances, limitations, or other matters or conditions may be mentioned, disclaimed, or excepted in any way herein, whether specifically or generally, shall not be a covenant, representation, or warranty of Grantor as to any encumbrances, limitations, or any other matters or conditions not mentioned, disclaimed, or excepted. Notwithstanding anything herein to the contrary, however, nothing herein shall be construed or deemed as an admission by Grantor or Grantee to any third party of the existence, validity, enforceability, scope, or location of any encumbrances, limitations, or other matters or conditions mentioned, disclaimed, or excepted in any way herein, and nothing shall be

construed or deemed as a waiver by Grantor or Grantee of its respective rights, if any, but without obligation, to challenge or enforce the existence, validity, enforceability, scope or location of same against third parties.

By its acceptance of delivery of this Special Warranty Deed, Grantee hereby assumes the payment of all ad valorem taxes, standby fees, and general and special assessments of whatever kind and character affecting the Property which are due, or which may become due, for the current tax year or assessment period and for any tax year or assessment period subsequent to the date of this Special Warranty Deed, including, without limitation, taxes or assessments for prior years becoming due by reason of a change in usage or ownership, or both, of the Property or any portion thereof.

IN WITNESS WHEREOF, the Special Warranty Deed is executed on August 15, 2012.

GRANTOR:

FEDERAL DEPOSIT INSURANCE CORPORATION,

As Receiver for ~~America West Bank~~

By: R. John Davis

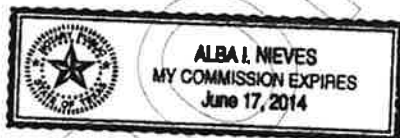
Name: R. JOHN DAVIS
Title: Attorney **ATTORNEY IN FACT**

ACKNOWLEDGEMENT

STATE OF Texas §

COUNTY OF Dallas §

Personally appeared before me, the undersigned authority in and for the said county and state, on this 15th day of August, 2012, within my jurisdiction, the within named R. JOHN DAVIS, who acknowledged the he/she is ATTORNEY IN FACT of Fdic, and that in said representative capacity he/she executed the above and foregoing instrument, after first having been duly authorized so to do.



NOTARY PUBLIC [Signature]

My Commission Expires:

6/17/14

Exhibit "A"**Tract 1:**

Township 4 North, Range 46 East, Boise Meridian, Teton County, Idaho:
Section 17: S1/2 SW1/4, Lot 4

Less Beginning at the Southwest corner of Section 17, Township 4 North, Range 46 East, Boise Meridian; thence North 199 feet; thence East 230 feet; thence South 199 feet; thence West 230 feet to the point of beginning.

Subject to a 25 foot county road and utility easement along the Western property boundary.

Tract 2:

Beginning at the Southwest corner of Section 17, Township 4 North, Range 46 East, Boise Meridian, Teton County, Idaho, and running thence North 141 feet; thence South $81^{\circ}00'29''$ East, 232.85 feet; thence South $0^{\circ}0'06''$ West 102.33 feet; thence South $89^{\circ}26'$ West 230 feet to the point of beginning.

Subject to a 25 foot county road and utility easement along the Western property boundary.

Commonly known as: Tract 1 3955 S 2000 E, Tract 2 3985 S 2000 E, Driggs, ID 83422

EXHIBIT "B" PERMITTED EXCEPTIONS

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
5. (A) Unpatented mining claims; (B) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (C) Water rights, claims or title to water; whether or not the matters excepted under (A), (B) or (C) are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. 2012 taxes are an accruing lien, not yet due and payable.
8. Subject to easements and conditions on Warranty Deed recorded May 21, 1974, Recorder's No. 74184, Records of Teton County, Idaho.
9. Reservation of oil, gas, and mineral, by document recorded May 30, 1974, as Instrument No. 74199, together with the appurtenant rights to use the surface of the land.
10. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded January 22, 1982, as Instrument Number 89449, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

11. Well Agreement upon the terms, conditions and provisions contained therein:
Parties: Owners of the Properties located in the SW1/4SW1/4 Section 17,
Township 4 North, Range 46 East, Boise Meridian, and further described as 393,
395, and 397 South 2000 East Driggs, Id.
Recorded: December 16, 1998, Instrument No. 132466

***NOTE: Our inspection discloses that there is a shared well and septic system serving three properties. The well serving the three properties is on the property to the north and the septic system is located on the subject property.

12. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded August 3, 2007, as Instrument Number 190160, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
13. Agreement for electrical service between Fox Creek Holdings, LLC and Fall River Rural Electric Cooperative, Inc., recorded December 20, 2007 recorder's No. 194213 records of Teton County, ID.

216262

RECORDED AT THE REQUEST OF:

Baker & Harris
266 W Bridge Street
Blackfoot, ID 83221
Telephone: (208) 785-2310

MAR 23 11 10:52AM

space above this line for recording information only

Jonathan W. Harris
BAKER & HARRIS
266 West Bridge Street
Blackfoot, Idaho 83221
Telephone: (208) 785-2310
Facsimile: (208) 785-6749
Idaho State Bar No. 6261

Instrument # 216262

TETON COUNTY, IDAHO

3-23-2011 10:52:00 No. of Pages: 3

Recorded for: TETON COUNTY SHERIFF

MARY LOU HANSEN

Fee: 16.00

Ex-Officio Recorder Deputy

Index to: CERTIFICATE OF SALE

Attorneys for Plaintiff

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

FEDERAL DEPOSIT INSURANCE
CORPORATION as receiver for AMERICA
WEST BANK, LC, a Utah limited liability
company,

Case No. CV-2010-484

Plaintiff,

v.

FOX CREEK HOLDING, LLC, a Wyoming
limited liability company; ROCKY
MOUNTAIN ENVIRONMENTAL
ASSOCIATES, INC., an Idaho Corporation dba
ROCKY MOUNTAIN ENVIRONMENTAL,
LLC; RIDGEWAY HOLDINGS, LLC, an
Idaho limited liability company; THE ESTATE
OF GEORGE Z. MCDANIEL; HERBERT C.
PASCHEN, individually; and JOHN
DOES 1-10;

Defendants.

**SHERIFF'S CERTIFICATE OF
SALE OF REAL ESTATE ON
EXECUTION**

SHERIFF'S CERTIFICATE OF SALE OF REAL ESTATE ON EXECUTION - 1

I, Tony Liford, Sheriff of the County of Teton, do hereby certify, that, by virtue of an Writ of Execution in the above-entitled action, issued the 19th day of January, 2011, to me directed, setting forth a judgment recovered in the amount of \$4,769,808.25, lawful money of the United States, with interest thereon, and costs, to be satisfied out of the personal property of, Fox Creek Holding, LLC, the Defendant in said action; and if sufficient personal property could not be found, then out of the real property belonging to the said Defendant Fox Creek Holding, LLC, on the day said judgment became a lien thereon, or attachment or execution was levied herein, or thereafter, according to said writ and the statutes in such cases made and provided, I have levied on, and on the 8th day of March, 2011, sold at public auction, in one lot or parcel, to Federal Deposit Insurance Corporation as Receiver for America West Bank, LC, who was the highest bidder, for the sum of \$665,550.00, lawful money of the United States in the form of a credit bid against the judgement pursuant to which the sale was conducted, which was the whole price paid by the Federal Deposit Insurance Corporation as Receiver for America West Bank, LC, for the right, claim and interest of the within named Defendant Fox Creek Holding, LLC, as aforesaid, in and to the real estate particularly described as follows, to-wit:

TRACT 1: Township 4 North, Range 46 East, Boise Meridian, Teton County, Idaho: Section 17: S½SW¼, Lot 4

Less Beginning at the Southwest Corner of Section 17, Township 4 North, Range 46 East, Boise Meridian; Thence North 199 feet; Thence East 230 feet; Thence South 199 feet; Thence West 230 Feet to the Point of Beginning.

TRACT 2: Beginning at the Southwest Corner of Section 17, Township 4 North, Range 46 East, Boise Meridian, Teton County, Idaho, and running thence North 141 feet; Thence South 81 Deg 00' 29" East, 232.85 feet; Thence South 0 Deg 0' 06" West 102.33, thence South 89 Deg 26' West 230 feet to the Point of Beginning.

That the price bid and paid for the lot and parcel was \$665,550.00.

That the said real estate is subject to redemption within one (1) year after the sale. The judgement under which the sale was made is payable in lawful money of the United States.

Given under my hand, this 17 day of March, 2011.


TETON COUNTY SHERIFF

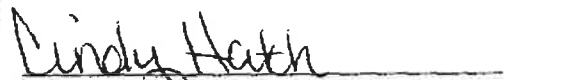
By:


Deputy

STATE OF IDAHO)
 ss:
County of Teton)

On this 17 day of March, 2011, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Rick Henry, known to me to be a Deputy for the Sheriff of Teton County, Idaho, and the person whose name is subscribed to the within instrument, and acknowledged to me that she or 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 Idaho
Residing at Teton County
My Commission Expires: 9-15-2012

192195 OCT 5 07 PM 3 13

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
81 North Main Street/P.O. Box 42
Driggs, ID 83422

Instrument # 192195

TETON COUNTY, IDAHO

2007-10-05 03:13:00 No. of Pages: 2

Recorded for : FIRST AMERICAN TITLE

MARY LOU HANSEN

Ex-Officio Recorder Deputy

Index to DEED, WARRANTY

Fee: 6.00

BEING RE-RECORDED TO CORRECT GRANTOR'S NAME

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: 218240-T (tm)

Date: August 15, 2007

For Value Received, **Barry Silverstein and Trudy Silverstein, husband and wife**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Fox Creek Holdings LLC, a Wyoming limited liability company**, hereinafter called the Grantee, whose current address is **1905 N. Beaver Drive, Alta, WY 83414**, the following described premises, situated in **Teton County, Idaho**, to-wit:

TRACT 1:

Township 4 North, Range 46 East, Boise Meridian, Teton County, Idaho:
Section 17: S1/2 SW1/4, Lot 4

LESS Beginning at the Southwest corner of Section 17, Township 4 North, Range 46 East, Boise Meridian; thence North 199 feet; thence East 230 feet; thence South 199 feet; thence West 230 feet to the point of beginning.

SUBJECT to a 25 foot county road and utility easement along the Western property boundary.

TRACT 2:

Beginning at the Southwest corner of Section 17, Township 4 North, Range 46 East, Boise Meridian, Teton County, Idaho, and running thence North 141 feet; thence South 81°00'29" East, 232.85 feet; thence South 0°0'06" West 102.33 feet; thence South 89°26' West 230 feet to the point of beginning.

SUBJECT to a 25 foot county road and utility easement along the Western property boundary.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its 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 said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Instrument # 192343

TETON COUNTY, IDAHO

2007-10-12 01:32:00 No. of Pages: 2

Recorded for : FIRST AMERICAN TITLE

MARY LOU HANSEN

Ex-Officio Recorder Deputy

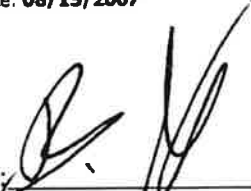
Index to: DEED, WARRANTY

Fee: 6.00

Date: 08/15/2007

Warranty Deed
- continued

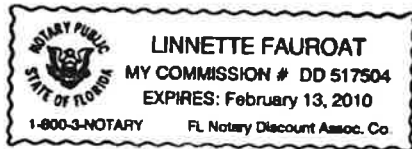
File No.: 218240-T (tm)

By: 
Barry Silverstein

By: 
Trudy Silverstein

STATE OF Florida)
COUNTY OF Sarasota)
SS.

On this 27th ^{September} day of August, 2007, before me, a Notary Public in and for said State, personally appeared **Barry Silverstein and Trudy Silverstein**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.




Notary Public for the State of Florida
Residing at: Sarasota
My Commission Expires: February 13, 2010

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
81 North Main Street/P.O. Box 42
Driggs, ID 83422

192195 OCT 5 '07 PM 3:13

Instrument # 192195
TETON COUNTY, IDAHO
2007-10-05 03:13:00 No. of Pages: 2
Recorded for : FIRST AMERICAN TITLE
MARY LOU HANSEN Fee: 6.00
Ex-Officio Recorder Deputy *Caswell*
Index to DEED WARRANTY

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **218240-T (tm)**

Date: **August 15, 2007**

For Value Received, **Barry Silverstein and Trudy Silverstein, husband and wife**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Fox Creek Holdings, LLC, a Wyoming limited liability company**, hereinafter called the Grantee, whose current address is **1905 N. Beaver Drive, Alta, WY 83414**, the following described premises, situated in **Teton County, Idaho**, to-wit:

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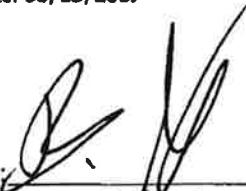
SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its 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 said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Date: **08/15/2007**

Warranty Deed
- continued

File No.: **218240-T (tm)**

By: 

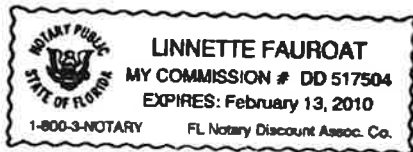
Barry Silverstein

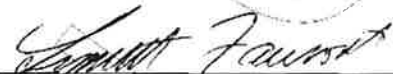
By: 

Trudy Silverstein

STATE OF Florida)
)
COUNTY OF Sarasota)
)

On this 27th ^{September} day of **August, 2007**, before me, a Notary Public in and for said State, personally appeared **Barry Silverstein and Trudy Silverstein**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.





Notary Public for the State of Florida
Residing at: Sarasota
My Commission Expires: February 13, 2010

RECEIVED

MAY 26 1995

TETON Co. Id.
Clerk Recorder

QUITCLAIM DEED

American Land Title Co.
P.O. Box 614
Boise, ID 83722

THIS INDENTURE is made this 7th day of September, 1994, by and between **ROCKING HORSE ASSOCIATES**, a Florida general partnership consisting of Barry Silverstein and D. Stevens McVoy, the "Grantor" and **BARRY SILVERSTEIN**, a married man dealing with his sole and separate property, whose mailing address is 5111 Oceanside Boulevard, Suite C, Sarasota, Florida 34242, the "Grantee",

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) lawful money of the United States of America and other good and valuable consideration to Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these presents remise, release and forever QUITCLAIM unto the Grantee, and to Grantee's heirs and assigns forever, all right, title and interest now owned or hereafter acquired by the Grantor in all the following described real estate in the County of Teton, State of Idaho, to-wit:

Township 4 North, Range 46 East, Boise Meridian, Teton County, Idaho:

Section 17: S $\frac{1}{2}$ SW $\frac{1}{4}$, Lot 4, LESS beginning at the Southwest corner of Section 17, Township 4 North, Range 46 East, Boise Meridian; thence North 199 feet; thence East 230 feet; thence South 199 feet; thence West 230 feet to the point of beginning (Tax Nos. 2563 and 2564).

Section 18: S $\frac{1}{2}$ SE $\frac{1}{4}$

Township 4 North, Range 46 East, Boise Meridian, Teton County, Idaho:

Section 18: Lot 2 and N $\frac{1}{2}$ Lot 3

Township 4 North, range 46 East, Boise Meridian, Teton County, Idaho:

Section 18: S $\frac{1}{2}$ of Lot 3; NE $\frac{1}{4}$ SW $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$

120104

FILED

AT THE REQUEST OF

American Land Title Co.
25 MINUTES PAST 12 H
DATE: *May 26, 1994*
BY *[Signature]*
CLERK OF RECORDER
DEPUT

Filmed ☒
Indexed ☒
Noted ☒

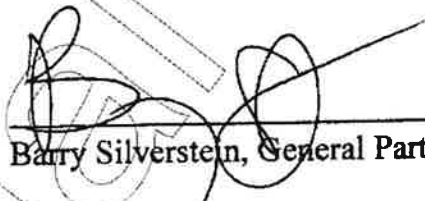
TOGETHER, with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, and rents, issues and profits therefrom.

TO HAVE AND TO HOLD the said premises and the appurtenances unto the Grantee, and to Grantee's heirs and assigns forever.

In construing this Quitclaim Deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

ROCKING HORSE ASSOCIATES

By: 

Barry Silverstein, General Partner

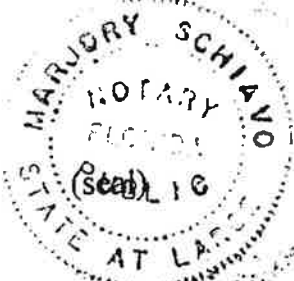
By: 

D. Stevens McVoy, General Partner

STATE OF Florida)
)ss.
County of Sarasota)

On this 13th day of September, in the year 1994, before me the undersigned, a notary public in and for said State, personally appeared **BARRY SILVERSTEIN**, known or identified to me to be one of the partners in the partnership of **ROCKING HORSE ASSOCIATES**, a Florida General Partnership, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

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

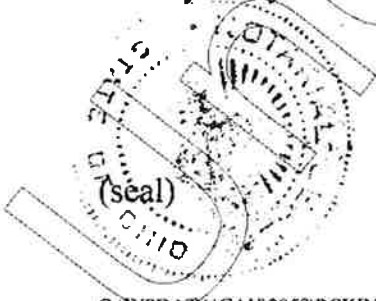


Mary Schiano
Notary Public for State of Florida
Residing at 2424 Terry Ln Sarasota FL 34231
My commission expires: 4/22/96

STATE OF Ohio)
)ss.
County of Franklin)

On this 14th day of September in the year 1994, before me the undersigned, a notary public in and for said State, personally appeared **D. STEVENS McVOY**, known or identified to me to be one of the partners in the partnership of **ROCKING HORSE ASSOCIATES**, a Florida General Partnership, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

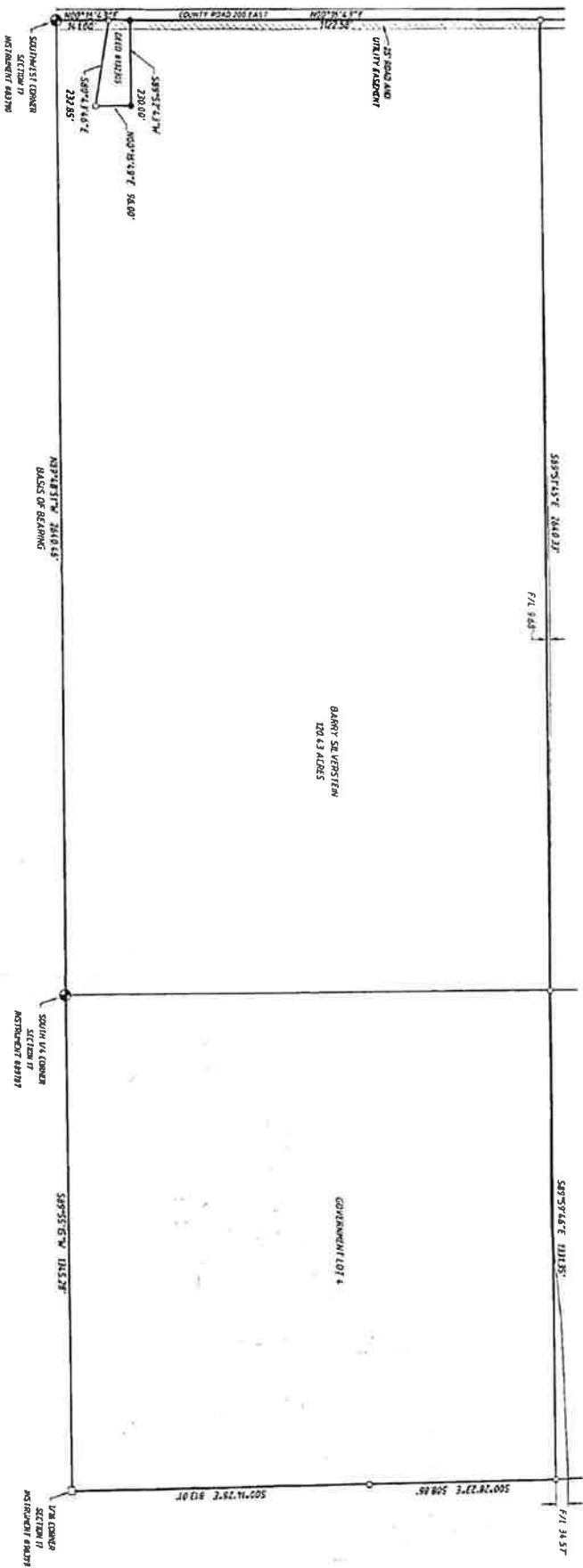
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Claudette Thompson
Notary Public for State of Ohio
Residing at 5051 Decker Col Oh 4322
My commission expires: 12/18/97

CLAUDETTE THOMPSON
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 12-18-97

G:\WRDATA\CAH\2059\ROCKING01.QCD



PROPERTY DESCRIPTION

BARRY SILVERSTEIN
PART OF THE S 1/2 SW 1/4 SECTION 17, LESS OR 100 FEET AND
GOVERNMENT LOT 4, TWP. 4N, RNG. 46E, B.M. 1200 (COUNTY,
IDAHO BEING THE SOUTHWEST CORNER OF SAID SECTION 17,
THE POINT OF BEGINNING.
THENCE S 89°45'15\"

LEGEND

- SECTION CORNER FOUND OR SET AS NOTED
- ROAD VIA CORNER - SET AS NOTED
- PROPERTY CORNER - FOUND FROM PIN
- SET VIZ - FROM PIN WITH CAP INScribed
- SECTIONAL BOUNDARY LINE
- PROPERTY BOUNDARY
- EASEMENT - TYPE AND WIDTH AS NOTED
- FENCE LINE



SURVEYOR'S CERTIFICATE

I, BARRY SILVERSTEIN, BEING A
LICENSED SURVEYOR, HAVE
PERSONALLY EXAMINED THE
FIELD NOTES AND PLATS OF
THE SURVEY OF THE TRACT OF LAND AS HEREIN
PLATED AND DESCRIBED.



RECORDERS CERTIFICATE

STATE OF IDAHO
COUNTY OF TETON
I, JESSIE L. HARRIS, CLERK OF THE COUNTY CLERK, DO HEREBY CERTIFY THAT THE
ORIGINAL INSTRUMENT OF BARRY SILVERSTEIN, DATED
AT THE RECORDING OFFICE OF THE COUNTY CLERK, TETON COUNTY, IDAHO,
INSTRUMENT NUMBER 190160, WAS FILED THIS
DAY OF
RECORDED BY THE COUNTY CLERK, TETON COUNTY, IDAHO, ON
THIS DATE.

COUNTY RECORDER

RECORD OF SURVEY PROPERTY SURVEY

THE S 1/2 SW 1/4 AND GOVERNMENT LOT 4, SECTION 17,
TWP. 4N, RNG. 46E, B.M. 1200 (COUNTY, IDAHO
BEING THE SOUTHWEST CORNER OF SAID SECTION 17,
THE POINT OF BEGINNING.

BARRY SILVERSTEIN
SURVEYOR
SARASOTA, FL 34242



SURVEYED	07/17/07	4461005.001	DRAWN BY	06/01/07	DRAWING	REMOVED BY	06/02/07
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PROJECT NO.	2001-09
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[illegible]

LINE PAIR	
NO.	DISTANCE
1-2	0.75 mi.
2-3	1.15 mi.
3-4	0.70 mi.
4-5	1.40 mi.
5-6	0.70 mi.

[illegible][illegible]

SURVEYOR'S CERTIFICATE AND NARRATIVE

THE STATE OF IDAHO #2850. DO HEREBY CERTIFY THAT I DID CAUSE
THE SURVEY
PLATS AND OCCURRED
ACRES AND CORRECTION FOR LEGAL DESCRIPTION OF
AS DESCRIBED HEREIN
PE/JS #2850
ARNOLD WOODS/ENCLAVE
2850

ARNOLD WOOLFSTENHULME PC/CS #2860

CORRECTION PLAT TO INSTRUMENT #261832

MOISTURE 7.5% S&S 8.00%
SEC 7 TWP 4N, R16 46E
S&S 8.00%

VINTAGE SEVENTH LEVEL, LLC
MICHAEL WEITZ, MANAGING MEMBER
CLIENT - CARL WAGEL
P.O. BOX 30000 #61
JACKSON, WY
83002

AW ENGINEERING
255 SOUTH MAIN P.O. BOX 139
VICTOR, IDAHO 83455
(208) 767-2952 aweng@ido.net

SURAT E.C. 18/MC/70	(200) 101-2502	umang@icloud.net
HQ# 9678	B/11/10	NACIA S DAI
HMA	M/2/20	O-2 #19
	2016-JD6 NAGEL DWG	PHO# 2020-116



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

November 13, 2025

BIG GREEN RANCH LLC
1924 N HUDSON AVE
CHICAGO IL 60614-5218

Re: Change in Water Right Ownership: 22-690 (Split into 22-690 and 22-14731)

Dear Water Right Holder(s):

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

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

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

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at 208-497-3787.

Sincerely,

Jonie Bailly
Technical Records Specialist 1

Enclosure(s)

cc: BARRY SILVERSTEIN