



RENDEZVOUS ENGINEERING, P.C.

Civil Engineers and Planners in Wyoming and Idaho

Rendezvous Project No: 05-003

July 15, 2013

Mr. Jay Mazalewski, P.E.
Teton County Engineer
150 Courthouse Drive
Driggs, Idaho 83422

RE: River Rim Division II / Significant Change - Reduced Impact Amendment
Response to Engineering Comments Dated July 9, 2013

Jay:

The following responses are submitted on behalf of Big Sky Western Bank (Glacier Bancorp) based upon the comments added on July 9, 2013 to your May 6, 2013 memo including additional comments received by email on May 24, 2013. The comments shown in red font were added in this updated letter. The blue font represents the original response from the May 28, 2013 letter. The comments provided only relate to the issues which have not been resolved as of your July 9th updated memo.

DEVELOPMENT AGREEMENT:

1. (2-B, 2-C) **Addressed.**
2. (2-D) What happens if the added lots in Block 6 are sold and then golf course is constructed? **These lots would not likely be sold if there was a golf course completed. Since most of these lots are in the area of the driving range and not the main course, it is still conceivable that a golf course could be constructed with the lots in place. Additional language is provided in the development agreement (See Paragraph 2.) and will be provided on the plat to help clarify the use of these lots.**
3. (2-E1)
 - a. A designated pathway for the public should be included on the West Loop Road as this was required for relocation of N9400W. **The section of road along the West Loop Road has a widened based to allow for a parallel pathway. Based upon the current plan to construct 9400 W along a separate right of way, we do not see the need for a separate pathway given the very low traffic volumes on this section of road. The separate gravel road can serve vehicles and pathway users as is the case in other low volume areas.**
 - b. **Addressed**
4. (2-E2, E3)
 - a. Please note that these roads must be designed and constructed to handle the anticipated traffic loads at full build out, including agricultural and truck traffic. **All newly constructed roads within River Rim Division II have a minimum of 12 inches of pit run gravel with as**

much as 24 inches in places. The finished roads will have an additional 4 to 6 inches of $\frac{3}{4}$ inch crushed gravel and ultimately asphalt pavement that is 2 to 3 inches thick. The constructed road base has been in place for several years and has to date proven to hold up well to heavy construction traffic and other incidental agricultural equipment using the roads. This same road section, 12 minimum pit run, 4 to 6 inch crushed gravel and 2 to 3 inches of asphalt will also be used in areas where the existing county road requires widening. Calculations are attached separately for the county road.

- b. Addressed
 - c. Addressed.
5. (2-E4) Addressed.
 6. (2-E5) Please clarify the commercial use trigger. Will the turning lanes be constructed if any of the commercial uses identified in J are initiated? We suggest that the need for the second set of turning lanes be determined on the basis of the type of use and traffic generated. Since there will already be one set of turning lanes in place, the need for this second set is some time in the distant future and should only be required once traffic and safety issues dictate the need. The language in the development agreement has been revised to better match the description above where this second set of turning lanes would only be required if additional commercial development, not included in the current development agreement, took place. See Section 6 of the revised development agreement.
 7. (2-G) Addressed.
 8. (2-H)
 - a. Please add that the Owner will provide documentation from an Idaho Registered Engineer certifying the improvements have been completed as designed. This language has been added. The language has been modified in the most current version of the Development Agreement.
 9. (9) A one year warranty period will begin once the entire infrastructure for each phase is complete. This is per the 2011 revised development agreement and should remain. The warranty period would only apply to infrastructure that is not yet completed as the water, fire protection, Phase I sewer, and wire utilities have been approved and completed more than one year ago. However, we understand that new infrastructure would be subject to the one year warranty. To further clarify, Phase 1A has been identified as all of the existing improvements signed off by applicable agencies. The one warranty period for all of these items has been completed as of February 2013. See Exhibit C, Tentative Phasing Plan.
 10. (10) Addressed
 11. (11-B) Is the applicant constructing the public trail and snowmobile trail? If this is to be a public trail access point, a parking area should be constructed. There will be no public trail constructed. The 9400 West road easement will be available for over snow use during the winter months otherwise public access would be through the re-routed County Road within Division II Phase I. See response to item 3. With the relocated county road, there will be no need for a separate snowmobile trail or public trail.
 12. (17) The required should be 125% of the engineers estimate, per the 2011 revised development agreement. The previous development agreement for River Rim was based upon a 10% contingency. We proposed that this same contingency would carry forward with this amendment as the County will have more than \$300,000 in contingency funds



based upon this percentage. The contingency in the revised estimate has been increased to 25%.

13. (Exhibit A) Addressed

14. (Exhibit B)

a. Please show the work to be performed on the constructions plans. I cannot verify the quantities estimated or scope of work shown in the cost estimates. We are preparing a separate Exhibit map that will show the work to be completed by phase. See attached exhibit map showing infrastructure phasing.

b. Addressed.

c. The contingency amount should be 25%. See response to item 12 above.

Contingency increased to 25%.

d. Are the street and regulatory signs currently installed? If not, the costs for signage must be included in the estimate. We will add a line items for the street signs as suggested. See revised estimate with line item for street signs.

15. (Exhibit C) Additional Notes

a. (1) Addressed.

b. (2) Addressed.

MASTER PLAN AMENDMENT:

1. Master Plan Amendment (dated 4-1-2013):

a. Phase I: Addressed.

b. Phase 11-V: Addressed. More specifics for these future phase road designs will be provided at the time that a final plat is submitted. For these low traffic roads, either the plans will be modified to meet the minimum standards or engineering justification will be provided to allow for the reduced radii.

c. Phase VI:

i. Addressed. The preliminary plans submitted will be marked DRAFT on each page as requested.

ii. Idaho Transportation Department approval is needed for the new proposed access from Highway 33 (secondary access road) prior to approval of this amendment. Although the road plan for Phase VI is preliminary, we plan to file for an access permit from the ITD. Copies of the application and supporting information will be submitted to the County. See attached copy of a completed permit to the ITD for the new road access on Highway 33.

iii. Addressed.

iv. Addressed.

v. Please provide a statement from the engineer regarding the proposed storm water drainage system. Phase VI represents a relatively low density single family residential development that will have limited impervious areas in comparison to the surrounding open space and vegetated areas. Consequently, there will be little change to the present runoff quantities or patterns. The



anticipated plan will require positive drainage from building sites and roads with re-grading where necessary to keep homes out of low areas. The primary site grading will be a function of the actual residential construction where additional common sense drainage planning should be incorporated into the review process. The primary design objective will be to divert Stormwater and snowmelt runoff to open space and surrounding vegetation to avoid to the extent possible areas of ponding. See attached separate statement regarding stormwater with engineering stamp.

vi. Addressed

vii. Please identify the design speed on the plans. Based on the vertical curve values it appears the design speed is 30 mph. The residential areas should be limited to a 30 to 35 mph speed limit. This will be noted on the plans as requested. We are planning for a 30 mph design speed on all roads at this preliminary stage of design. The final designs provides at the time of

viii. Addressed.

ix. Addressed.

x. Addressed.

DIVISION II, PHASE I – MASTER PLAN AMENDMENT NO 5:

1. Addressed. Preliminary plans submitted will be stamped DRAFT on all pages.
2. No utility plans were submitted showing how the new lots will be serviced. In most cases, the utilities will involve additional stubs off of the main line water, sewer, irrigation, power and communication. This would apply to all new lots except for Tract E where an additional main line sewer, water and irrigation line will be added to provide service to these additional lots. An additional plan/ profile drawing showing the extension on Tract E has been added to the plan set. Also a typical service connection detail, which is based upon the original plans, is also provided. (There was no new response from County Engineer on this comment.)
3. Addressed.
4. Addressed.
5. Addressed.
6. Please identify the design speed on the plans. The design speed will be 30 or 35 mph. The design speed will also be noted on the plans.
7. Please provide details of the proposed gravel road sections including the public portion of West Rim Place. These sections must be engineered to handle the anticipated traffic loads. See typical road section which is complies with the basic structure for a minor collector as described in the Highway and Street Guidelines. The calculation will be provided for the county road section. The subdivision roads were constructed in accordance with the standards applicable at the time of construction, which included a standard roadway section.
8. Addressed with the relocated County Road.
9. Addressed.
10. Addressed.



11. Addressed.

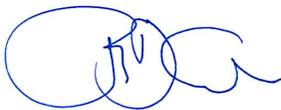
ADDITIONAL COMMENTS RECEIVED BY EMAIL (5-24-13)

1. It appears the design speed for the road through River Rim is not the same as the relocated county road. How will this affect the traffic patterns and flow at the full build out of River Rim? The typical posted speed in River Rim will be 30 to 35 mph. We feel that this is appropriate for a residential subdivision with the type of second home development anticipated for this area. Even at full buildout – which would take more than 30 years at the most optimistic growth rate – traffic will be limited due to the second home nature of the project and will mostly be traffic associated with the River Rim development. As we have discussed, there is no actual data for “through traffic” on County Road 9400 West. Anecdotal observations during the time construction was taking place in 2006 through 2008 suggest that traffic through River Rim is less than 25 trips per day with some increases during the fall months associated with hunters and agricultural operations. Consequently, we believe that the reduced speed will not create any major hardship for any users of this road. Even at a sustained annual growth rate of 3 % over the next 20 years, through traffic would still be less than 50 trips per day. **This issue will be addressed with the relocated county road. A design speed of 35 mph for this road is anticipated.**

2. Accesses to the proposed lots along West Rim Place and Teton Rim Parkway do not appear to meet the minimum spacing requirements for county roads (LTHAC Manual for Use of Public Right-of-Way Standard Approach Policy). Please address how access to these lots will be achieved. Most lots will be able to achieve a driveway separation of about 200 to 250 feet based upon the typical lot width in this area. However there are some areas such as the Chalets on Tract C which will require a tighter spacing in the range of 50 to 100 feet. Although this is less than the recommended separation for a county road, this portion of West Rim Place will serve as a local collector rather than an arterial or major collector. This is due to the very limited number of through trips and fact that the large majority of traffic will be generated by River Rim. **This issue will be resolved with the relocation of the county road.**

Let us know if you have any other questions or comments concerning the River Rim Amendment.

Sincerely,



Robert T. Ablondi, P.E.

Cc: Don Chery
Mike Potter
Dan Green



ENGINEERS STATEMENT REGARDING DRAINAGE
RIVER RIM DIVISION II PHASE VI

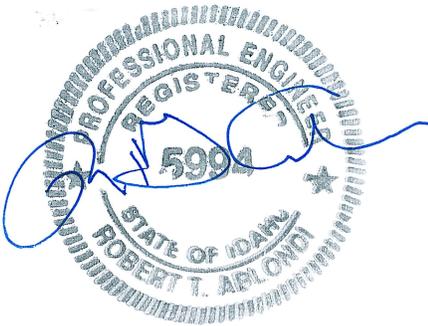
v. Please provide a statement from the engineer regarding the proposed storm water drainage system. Phase VI represents a relatively low density single family residential development that will have limited impervious areas in comparison to the large surrounding open space and vegetated areas. Consequently, there will be little change to the present runoff quantities or patterns from current pre-development conditions to developed conditions. The anticipated development plan will require positive drainage from building sites and roads with re-grading where necessary to keep homes out of low areas. The primary site grading will be a function of the actual residential construction where additional common sense drainage planning should be incorporated into the site plan review process. The primary design objective will be to divert stormwater and snowmelt runoff to open space and surrounding pervious vegetation to allow water to percolate into the ground and avoid to the extent possible areas of ponding or runoff into adjacent surface water.



Robert T. Ablondi, P.E.
Idaho P.E. 5994

7-12-13

Date





RENDEZVOUS ENGINEERING, P.C.

Civil Engineers and Planners in Wyoming and Idaho

Rendezvous Project No:05-003, River Rim Ranch_DivII

Derk Williams
Permit Coordinator
Idaho Transportation Department
P.O. box 97
Rigby, ID 83442

July 15, 2013

Dear Derk;

Submitted for your review is the application for a new access to the River Rim Ranch subdivision. This access will be secondary to the main entrance that already exists near MP 125.9, and will provide redundancy for emergency access. We have enclosed the Deed of ownership, the \$50 fee, and an 11x17 map illustrating the new access in relation to the existing highway and the future home sites. I have not included any additional photographs, as I believe you took several of your own when we met on location on July 13.

Please contact me with any questions or concerns at 307-733-5252.

Sincerely,

Ted Van Holland
Rendezvous Engineering



Right-Of-Way Encroachment Application and Permit Approaches or Public Streets

ITD Permit Application Number _____

For ITD Use

Project Number From ITD Highway Plan		Date Application Received		Date Application Determined Complete		In City Limits	
Route	Segment	C/L Milepost <input type="checkbox"/> Right <input type="checkbox"/> Left		C/L Station <input type="checkbox"/> Right <input type="checkbox"/> Left		Pop. 5000 or Greater <input type="checkbox"/> Yes <input type="checkbox"/> No	
Traffic Impact Study Required <input type="checkbox"/> Yes <input type="checkbox"/> No		Appraisal Required <input type="checkbox"/> Yes <input type="checkbox"/> No		Median Type (Raised, Painted, etc.)		Number of Lanes	
Distance From Nearest Approach (Both sides, both directions of roadway)				Approach Volume (From TIS or ITE Trip Generation Handbook) Vehicle Trips per Day			
Site Distance Right Left		Reason if Restricted to Right Or Left		Culvert Needed <input type="checkbox"/> Yes <input type="checkbox"/> No		If Yes, Enter Size Dia. Length	

Applicant Information (Please Print or Type)

Applicant(s) Name (Printed) Big Sky Western Bank		Mailing Address or P.O. Box P.O. Box 6579		City Bozeman		State MT	Zip Code 59718
E-Mail Address (If available)			Daytime Phone Number 406-751-7712		Alternate Phone Number 406-871-6644		
Property Owner's Name (Printed) Big Sky Western Bank		Property Address and TAX ID Number RP 06N44E222400		City (If in city limits)		County Teton	
Nearest Public Street/Road Hwy 33	Current Property Use Agriculture	Current Zoning A-20, Agriculture		Proposed Property Use Residential Subdivision		Proposed Zoning A-20, Agriculture	
How is Access Currently Gained? No formal access, only farm access		Property Owner Owns Adjacent Properties <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Describe Several adjacent parcels comprising an approved subdivision					

Request Details

Is this a new approach? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Is this a temporary approach <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If this is a proposed modification to an existing approach, check all that apply <input type="checkbox"/> Location <input type="checkbox"/> Width <input type="checkbox"/> Use <input type="checkbox"/> Remove <input type="checkbox"/> Consolidate Multiple					
Desired Approach Width (Without flares at property line) 24'		Type of Approach Requested <input type="checkbox"/> Agricultural <input type="checkbox"/> SF Residential <input type="checkbox"/> Joint Use <input type="checkbox"/> MF Residential <input checked="" type="checkbox"/> Subdivision <input type="checkbox"/> Commercial <input type="checkbox"/> Public Street					
Additional information you would like ITD to be aware of - Attach additional sheets if necessary. Mile 127.2, existing agricultural land access will be improved to allow access to the Phase IV portion of the River Rim Division II subdivision, as shown in the attached drawing.							

ITD District Review

Section	Reviewer	Date	Recommendation		Section	Reviewer	Date	Recommendation	
			Approve	Deny				Approve	Deny
Design			<input type="checkbox"/>	<input type="checkbox"/>	Right-of-Way			<input type="checkbox"/>	<input type="checkbox"/>
Maintenance			<input type="checkbox"/>	<input type="checkbox"/>	Traffic			<input type="checkbox"/>	<input type="checkbox"/>
Planner			<input type="checkbox"/>	<input type="checkbox"/>	Dist. Engineer			<input type="checkbox"/>	<input type="checkbox"/>
List any conditions of approval									
List reason(s) for denial recommendation									

1. The original permit or a copy must be kept on the job site whenever work is taking place.
2. No work shall commence until the permittee is given notice to proceed by an authorized representative of ITD. The permittee shall notify ITD five (5) working days prior to commencing the permitted work if work does not commence immediately upon notice by ITD.
3. During the progress of all work, traffic control devices shall be erected and maintained as necessary or as directed. All traffic control devices shall conform to the most current edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*, as adopted by the State. Equipment or materials left within the highway right-of-way when work is not taking place shall be delineated and protected with appropriate approved traffic control devices.
4. All work within the State Highway Right of Way shall comply with the requirements of the ITD Workzone Safety and Mobility Policy. Copies available from ITD upon request.
5. All work herein permitted shall conform to current government and industry standards, including Americans with Disabilities Act, and shall be performed and completed to the satisfaction of ITD. The expense of any required supervision of work performed under this permit shall be borne by the permittee.
6. Work done under this permit shall be constructed in a manner that shall not cause water to flow onto the roadway or shoulder, and shall not interfere with the existing drainage on the State Highway System or any adjacent drainage system.
7. The permittee shall furnish all material, labor, and equipment involved in the construction of the approach and its appurtenances. This shall include furnishing drainage pipe, curb, gutter, concrete sidewalk, etc., where required.
8. ITD may inspect the materials and workmanship during construction and upon completion to determine that all terms and conditions of the permit are met. Inspectors are authorized to enforce the conditions of the permit during construction and to halt any activities within state right-of-way that do not comply with the provisions of the permit, that conflict with concurrent highway construction or maintenance work, and/or that endanger highway property, natural or cultural resources protected by law, or the health and safety of workers or the public.
9. ITD shall be reimbursed by the permittee for any additional inspection required to insure compliance with the conditions of this permit. Inspection fees will be based upon inspection time including travel from the ITD facility and charged at rates commensurate with industry standards.
10. Upon completion of the permitted work, any disturbance of the highway, right of way, and/or traffic control devices shall be restored to the satisfaction of ITD including the removal of all rubbish and debris and may include seeding, planting and grading.
11. Any encroachment that is found to be in non-compliance with the terms of the approved permit may be required to be modified, relocated, or removed at the sole expense of the permittee upon written notification by the District Engineer or his authorized representative.
12. The permittee shall maintain at its sole expense the encroachment for which this permit is granted.
13. Changes in the use as defined in I.D.A.P.A. 39.03.42, of the permitted access not consistent with the terms and conditions listed on the permit may be considered a violation of the permit. Any modification, relocation, or removal of an encroachment or subject granted by this permit shall require a new permit prior to commencement of such work.
14. ITD may revoke, amend, amplify, or terminate this permit or any of the conditions herein enumerated if the permittee fails to comply with any or all of its provisions, requirements, or regulations as herein set forth or through willful or unreasonable neglect, fails to heed or comply with notices given, or if the approach, structure, or subject herein granted is not installed or operated and maintained in conformity herewith.

Acceptance and Approval to Work

ITD Permit Application Number _____

By signing this permit, the permittee or his authorized representative certify that they have been made aware of and agree with all requirements of the permit, including any and all restrictions and further agree to indemnify, save harmless, and defend regardless of outcome ITD from the expenses of and against all suits or claims, including costs, expenses, and attorney fees that may be incurred by reason of any act or omission, neglect, or misconduct of the permittee or its contractor in the design, construction, and maintenance of the work, which is the subject of this permit.

Property Owner/Authorized Representative's Signature X	Company Name (If applicable)	Phone Number	Date
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Subject to all terms, conditions, and provisions of this permit or attachments, permission is hereby granted to begin work within the State Highway Right of Way.

Idaho Transportation Department Authorized Representative's Signature X	Title	Date
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Attachments:

<input type="checkbox"/> Special Provisions/Conditions of Approval	<input type="checkbox"/> Legal Description/Deed
<input type="checkbox"/> Traffic Control Plan	<input type="checkbox"/> Power of Attorney for Authorized Representative
<input type="checkbox"/> Standard Drawings	<input type="checkbox"/> Site Plans
<input type="checkbox"/> Construction Drawings	<input type="checkbox"/> TIS _____
<input type="checkbox"/> P&Z Approvals _____	<input type="checkbox"/> Copy of Letter of Incorporation _____
<input type="checkbox"/> Dept. Roadway Plansheets _____	<input type="checkbox"/> Letters of Recommendation/Denial _____
<input type="checkbox"/> Easements/Agreements _____	<input type="checkbox"/> Joint Access Agreements _____
<input type="checkbox"/> Property Appraisal _____	<input type="checkbox"/> Other _____

Final Approval

Subject to all terms, conditions, and provisions of this permit or attachments, **Final Inspection** has been completed and the permitted work within the State Highway Right of Way is hereby given final approval.

District Engineer or Assigns Signature X	Date
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Subject to all terms, conditions, and provisions of this permit or attachments, changes in access on the State Highway System have been completed and have been given final approval to be recorded against the property as described in the legal description shown in Attachment A.

District Engineer or Assigns Signature X	Date
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Subscribed and sworn before me this

_____ day of _____, year _____ in the County of _____, State of _____

personally appeared before me _____, to me known to be the person(s) described in and who executed the within and forgoing instrument, and acknowledged that he/she signed the same as his/her voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed

Notary Public's Signature _____

SEAL

My Commission Expires _____

**NON-MERGER WARRANTY DEED
IN LIEU OF FORECLOSURE**

THIS DEED made this 30th day of June, 2009, by WEST RIM, LLC, an Idaho limited liability company of 3985 Valley Commons Drive, Suite A, Bozeman, Montana 59718 ("Borrower" or "West Rim") by and through its managing member Potter Clinton Development, Inc. ("Potter"), by Michael E. Potter, President and Thomas L. Clinton, Vice-President, and members Roger J. Hoopes, and E. Brent Hoopes; TETON RIM DEVELOPMENT, L.L.C., an Idaho limited liability company of 3985 Valley Commons Drive, Bozeman, Montana, 59718 ("Teton Rim") by and through its managing member West Rim, LLC acting by its managing member Potter Clinton Development, Inc. acting by its officers Michael E. Potter, President and Thomas L. Clinton, Vice-President, and its members Roger J. Hoopes and E. Brent Hoopes, ROGER J. HOOPES, E. BRENT HOOPES, DANA L. HOOPES, and LETA M. HOOPES, of 760 North Hoopes Road, Tetonia, Idaho 83452 (hereafter collectively referred to as "Grantor") to BIG SKY WESTERN BANK, a Montana corporation of 7730 Shedhorn Drive, P.O. Box 6579, Bozeman, Montana (hereafter "Grantee"),

Instrument # 205788

TETON COUNTY, IDAHO
7-14-2009 04:54:00 No. of Pages: 16

Recorded for : FIRST AMERICAN TITLE
MARY LOU HANSEN Fee: 48.00

Ex-Officio Recorder Deputy
Index to: MISCELLANEOUS RECORDING



WITNESSETH:

That for and in consideration of the covenants hereinafter contained and other good and valuable consideration, the Grantor does by these presents, grant, convey and warrant forever unto the Grantee, and to its successors and assigns, all the property described in Exhibit "A" attached hereto and incorporated herein by reference, all situated in the County of Teton, State of Idaho (the "Property").

To have and to hold the Property, together with all and singular the tenements, hereditaments, easements, and the appurtenances thereunto belonging, or in anywise
NON-MERGER WARRANTY DEED IN LIEU OF FORECLOSURE - Page 1

appertaining, including but not limited to all grazing rights, water and water rights of every kind and description and however evidenced, used upon or appurtenant to the Property, together with the reversions, remainders, rents, issues, and profits thereof; and all Grantor's estate, right, title, and interest in and to said interest, in law as well as in equity, including but not limited to, any right of redemption Grantor has or may have.

Grantor covenants with Grantee that the former is now seized in fee simple of the Property; and that the latter shall enjoy the same without any unlawful disturbance; and that the same is free from all liens and encumbrances of any nature; and that Grantor and all persons acquiring any interest in the same through or for them will, on demand, execute and deliver to Grantee, at Grantee's expense, any further assurance of the same that may be reasonably required; and that Grantor will warrant to Grantee all of the Property against every person lawfully claiming the same.

This Deed is absolute in effect and conveys fee simple title of the Property to the Grantee and does not operate as a mortgage, trust conveyance, or security agreement of any kind.

Grantee's acceptance of this conveyance is conditioned upon there being no liens, encumbrances, claims or liabilities of any kind, against the Property, including, but not limited to, any environmental liabilities, conditions or claims other than those encumbrances disclosed in a title policy of substantially contemporaneous date with this Non-Merger Warranty Deed in Lieu of Foreclosure. Grantor stipulates and agrees to indemnify and hold Grantee harmless from any environmental liability, condition or claim regarding the Property and that Grantor shall be solely responsible to defend any and all such claims.

This Deed does not effect a merger of the fee ownership with the liens of the Grantee in the Property created by certain loan documents executed by Grantor in favor of Grantee including, but not necessarily limited to, the following:

(1) Construction Deed of Trust dated October 24, 2004, as Teton County Recorders Instrument # 164259;

(2) Mortgage dated August 1, 2005 and recorded on August 12, 2005 as Teton County Recorder's Instrument # 170158;

(3) Mortgage dated December 5, 2005 and recorded on December 8, 2005 as Teton County Recorder's Instrument # 173307;

(4) Mortgage dated December 5, 2005 and recorded on December 8, 2005 as Teton County Recorder's Instrument # 173308;

(5) Mortgage dated May 12, 2006 and recorded on May 22, 2006 as Teton County Recorder's Instrument # 177081;

(6) Mortgage dated May 26, 2006 and recorded on June 5, 2006 as Teton County Recorder's Instrument # 177541;

(7) Mortgage dated May 26, 2006 and recorded on June 5, 2006 as Teton County Recorder's Instrument No. 177543;

(8) Mortgage dated February 9, 2007, and recorded on February 27, 2007, as Teton County Recorder's Instrument No. 185336;

(9) Mortgage dated May 2, 2007, and recorded on May 4, 2007, as Teton County Recorder's Instrument No. 187426;

(10) Mortgage dated December 19, 2008, and recorded on December 30, 2008, as Teton County Recorder's Instrument No. 202050.

The fee and the Liens shall hereafter remain separate and distinct. It is not the intent of the parties to effect a merger of the fee and the Liens. Said Mortgages, other agreements, and any loan documents shall remain valid, binding, and in full force and effect. This Deed shall not operate to preclude Grantee from proceeding in any action to enforce said Mortgages, other

agreements, and any loan documents. Further, nothing herein shall prevent, preclude or impair Grantee in any manner whatsoever from bringing a foreclosure action in an appropriate forum.

The true and actual consideration for this conveyance is that by acceptance of this Deed, Grantee agrees to release Grantor from the obligations secured by said Mortgages.

Grantor does hereby specifically waive, surrender, convey, and relinquish any equity of redemption and statutory rights of redemption concerning the Property and mortgages or other documents described above.

Grantor hereby surrenders and delivers possession of the Property to Grantee.

Grantor declares that this conveyance is freely and fairly made, and Grantor is not acting under any misapprehension as to the legal effect of this Deed, nor under any duress, undue influence or misrepresentation of Grantee, its agents and/or attorneys, or any other persons.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand by its duly authorized representative effective as of the day and year first above written.

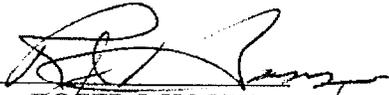
GRANTOR

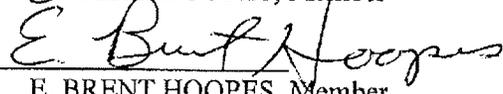
WEST RIM, LLC, an Idaho limited liability company

By: POTTER CLINTON DEVELOPMENT, INC., managing member of West Rim, LLC

By: 
MICHAEL E. POTTER, President of Potter Clinton Development, Inc.

By: 
THOMAS L. CLINTON, Vice-President of Potter Clinton Development, Inc.

By: 
ROGER I. HOOPES, Member

By: 
E. BRENT HOOPES, Member

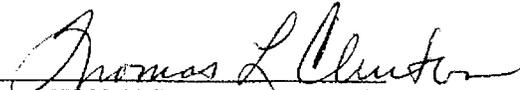
GRANTOR

TETON RIM DEVELOPMENT, L.L.C., an Idaho limited liability company

By: WEST RIM, LLC, managing member of Teton Rim Development, L.L.C.

By: POTTER CLINTON DEVELOPMENT, INC., managing member of West Rim, LLC

By: 
MICHAEL E. POTTER, President of Potter Clinton Development, Inc.

By: 
THOMAS L. CLINTON, Vice-President of Potter Clinton Development, Inc.

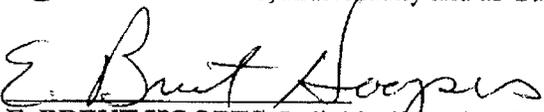
By: 
ROGER J. HOOPES, Member

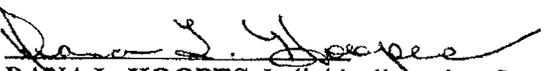
By: 
E. BRENT HOOPES, Member


MICHAEL E. POTTER, Individually and as Guarantor


THOMAS L. CLINTON, Individually and as Guarantor


ROGER J. HOOPES, Individually and as Guarantor


E. BRENT HOOPES, Individually and as Guarantor


DANA L. HOOPES, Individually and as Guarantor

Leta M. Hoopes
LETA M. HOOPES, Individually and as Guarantor

GRANTEE

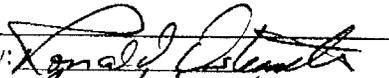
BIG SKY WESTERN BANK

By: _____
Its: _____

LETA M. HOOPES, Individually and as Guarantor

GRANTEE

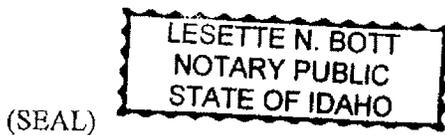
BIG SKY WESTERN BANK

By: 
Its: President / CEO

STATE OF IDAHO)
County of Teton) : ss

On this 2nd day of July, 2009, before me, the undersigned Notary Public, in and for said State and County, personally appeared THOMAS L. CLINTON, known or identified to me to be the Vice-President of **Potter Clinton Development, Inc.**, whose name is subscribed to the within instrument and acknowledged to me that he is authorized and instructed to execute and has executed the same on behalf of said Corporation, and further acknowledged to me that said Corporation executed the same.

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



LeSette N. Bott
NOTARY PUBLIC FOR IDAHO
Residing at: Teton, Id.
Commission Expires: 1-3-12

STATE OF IDAHO)
County of Teton) : ss

On this 2nd day of July, 2009, before me, the undersigned Notary Public, in and for said State and County, personally appeared **THOMAS L. CLINTON** known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

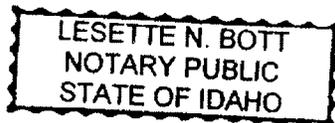


LeSette N. Bott
NOTARY PUBLIC FOR IDAHO
Residing at: Teton, Id.
Commission expires: 1-3-12

STATE OF IDAHO)
)
County of Teton :ss)

On this 2nd day of July, 2009, before me, the undersigned Notary Public, in and for said State and County, personally appeared MICHAEL E. POTTER, known or identified to me to be the President of **Potter Clinton Development, Inc.**, whose name is subscribed to the within instrument and acknowledged to me that he is authorized and instructed to execute and has executed the same on behalf of said Corporation, and further acknowledged to me that said Corporation executed the same.

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



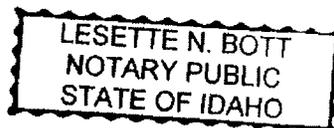
(SEAL)

LeSette N. Bott
NOTARY PUBLIC FOR IDAHO
Residing at: Tetonia, Id.
Commission Expires: 1-3-12

STATE OF IDAHO)
)
County of Teton :ss)

On this 2nd day of July, 2009, before me, the undersigned Notary Public, in and for said State and County, personally appeared **MICHAEL E. POTTER** known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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



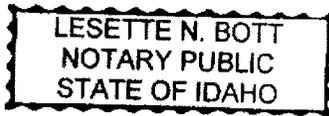
(SEAL)

LeSette N. Bott
NOTARY PUBLIC FOR IDAHO
Residing at: Tetonia Id.
Commission expires: 1-3-12

STATE OF IDAHO)
)
 : ss
County of Teton)

On this 2nd day of July, 2009, before me, the undersigned Notary Public, in and for said State and County, personally appeared ROGER J. HOOPES, known or identified to me to be a Member of **West Rim, LLC** whose name is subscribed to the within instrument and acknowledged to me that he is authorized and instructed to execute and has executed the same on behalf of said limited liability company, and further acknowledged to me that said limited liability company executed the same.

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



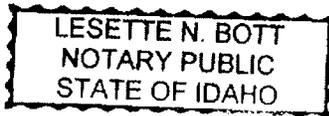
(SEAL)

LeSette N. Bott
NOTARY PUBLIC FOR IDAHO
Residing at: Tetonia, Id.
Commission Expires: 1-3-12

STATE OF IDAHO)
)
 : ss
County of Teton)

On this 2nd day of July, 2009, before me, the undersigned Notary Public, in and for said State and County, personally appeared **ROGER J. HOOPES** known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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



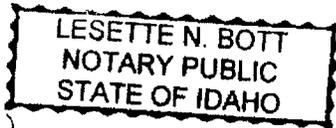
(SEAL)

LeSette N. Bott
NOTARY PUBLIC FOR IDAHO
Residing at: Tetonia, Id.
Commission expires: 1-3-12

STATE OF IDAHO)
 : ss
County of Tetun)

On this 6th day of July, 2009, before me, the undersigned Notary Public, in and for said State and County, personally appeared E. BRENT HOOPES, known or identified to me to be a Member of **West Rim, LLC** whose name is subscribed to the within instrument and acknowledged to me that he is authorized and instructed to execute and has executed the same on behalf of said limited liability company, and further acknowledged to me that said limited liability company executed the same.

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



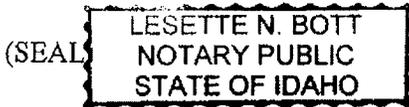
(SEAL)

LeSette N. Bott
NOTARY PUBLIC FOR IDAHO
Residing at: Tetonia, Id.
Commission Expires: 1-3-12

STATE OF IDAHO)
 : ss
County of Tetun)

On this 6th day of July, 2009, before me, the undersigned Notary Public, in and for said State and County, personally appeared **E. BRENT HOOPES** known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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



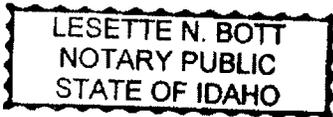
(SEAL)

LeSette N. Bott
NOTARY PUBLIC FOR IDAHO
Residing at: Tetonia, Id.
Commission expires: 1-3-12

STATE OF IDAHO)
)
County of Teton) : ss

On this 2nd day of July, 2009, before me, the undersigned Notary Public, in and for said State and County, personally appeared **DANA L. HOOPES** known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

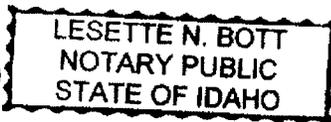
(SEAL)  LESETTE N. BOTT
NOTARY PUBLIC
STATE OF IDAHO

LeSette N. Bott
NOTARY PUBLIC FOR IDAHO
Residing at: Teton, Id.
Commission expires: 1-3-12

STATE OF IDAHO)
)
County of Teton) : ss

On this 6th day of July, 2009, before me, the undersigned Notary Public, in and for said State and County, personally appeared **LETA M. HOOPES** known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

(SEAL)  LESETTE N. BOTT
NOTARY PUBLIC
STATE OF IDAHO

LeSette N. Bott
NOTARY PUBLIC FOR IDAHO
Residing at: Teton, Id.
Commission expires: 1-3-12

Exhibit "A"

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

TRACT 1: (West Rim LLC)

DIVISION I

ALL OF RIVER RIM RANCH PLANNED UNIT DEVELOPMENT, Teton County, Idaho, as the same appears on the official Master Plan thereof recorded May 11, 2004, as Instrument No. 161132, also Amended Plats recorded December 28, 2004 as Instrument No. 165412, and River Rim Ranch P.U.D., Phase 3, Teton County, Idaho, as the same appears on the official plat thereof recorded August 23, 2005, as Instrument No. 170399, and River Rim Ranch P.U.D. Phase 2, Teton County, Idaho, as the same appears on the Official Plat thereof recorded January 13, 2006, as Instrument No. 174049.

LESS AND EXCEPTING THEREFROM: Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 of Block 1; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11 of Block 3; Lots 1, 2, 3, 4, 5, 6, 7 and 8 of Block 4, River Rim Ranch P.U.D., Phase 1, Teton County, Idaho, as the same appears on the official plat thereof recorded May 11, 2004, as Instrument No. 161132.

ALSO LESS AND EXCEPTING THEREFROM: Lot 2 Block 2, and Lot 4 Block 2 and Cabin A Lot 1 Block 2, Cabin B Lot 1 Block 2, Cabin C Lot 1 Block 2, Cabin D Lot 1 Block 2, Cabin E Lot 1 Block 2, Cabin H Lot 1, Block 2; Cabin I Lot 1 Block 2; Cabin A Lot 3, Block 2, Cabin B Lot 3 Block 2, Cabin C Lot 3 Block 2, Cabin D Lot 3 Block 2, of River Rim Ranch P.U.D., Phase 2, Teton County, Idaho, as the same appears on the official plat thereof recorded January 13, 2006, as Instrument No. 174049.

ALSO LESS AND EXCEPTING THEREFROM: Lots 1, 2, 3, 4, 5, 6, 7 and 8 of Block 5; Lots 1, 2, 3, 4, 5 Block 6, River Rim Ranch P.U.D., Phase 3, Teton County, Idaho, as the same appears on the official plat thereof recorded August 23, 2005, as Instrument No. 170399.

ALSO LESS AND EXCEPTING THEREFROM:

A parcel of land, located within the NE1/4 of the SW1/4 and the SE1/4 of the NW1/4, Section 9, T6N, R44E, 8M, Teton County, Idaho lying WEST of the centerline of a county maintained road; said parcel is more particularly described as follows:

Beginning at the northwest one-sixteenth section corner of Section 9, monumented with a steel reinforcement rod with an aluminum cap, 2 ins. diameter inscribed: "JORGENSEN ASSOCIATES PLS10306" and marked appropriately, found this survey;

Thence S89°33'54"E, along the E and W centerline of the northwest one-quarter of said Section 9, 43.83 feet to a point of intersection with the centerline of a county road;

Thence S03°39'19"W along said county road centerline 471.22 feet to a point;

Thence S04°00'04"W continuing along said county road centerline 416.37 feet to a point;

Thence S03°54'28"W continuing along said county road centerline 868.35 feet to a point of intersection with the N and S centerline of the southwest one-quarter of said Section 9;

Thence N01°17'41"E along said N and S centerline, 449.48 feet to the center west one-sixteenth section corner of said Section 9, monumented with a steel reinforcement rod with an aluminum cap, 2 ins. diameter inscribed: "JORGENSEN ASSOCIATES PLS 10306" and marked appropriately, found this survey;

Thence along the N and S centerline of the northwest one-quarter of said Section 9, N02°49'29"E, 1304.51 feet to the northwest one-sixteenth section corner of said Section 9, and the point of beginning; the basis of bearing for this description is Geodetic NAD 83;

DIVISION II

ALL OF River Rim Ranch P.U.D., Division II, Teton County, Idaho, as the same appears on the official Master Plat thereof recorded September 8, 2006, as Instrument No. 180225, and Amendment recorded April 13, 2007 Instrument No. 186667, and Corrected Plat recorded October 3, 2007, as Instrument No. 192110, and Amendment No. 2 recorded July 21, 2008, as Instrument No 198983.

TOGETHER WITH a perpetual non-exclusive easement (the "River Easement") on, over and across the portion of the following described property that is located between the thread of the Teton River and a line running 20 feet North and East of and parallel to the mean highwater mark of the Teton River:

Commencing at the NE corner of the SW quarter of Section 15, Township 6 North, Range 44 East, Boise Meridian, Teton County, Idaho.

Thence S 0°17'00"W 404.79', more or less, along the East line of the SW¼ to the thread of the Teton River;

Thence N 62°20'W 32.88', more or less, following the thread of said river;

Thence N 30°08'49"W 453.71', more or less, following the thread of said river until the thread intersects the North line of the SW¼ of said section;

Thence S 89°22'28"E 259.00', more or less, along the North line of the SW¼ to the point of beginning.

The River Easement shall be appurtenant to and run with title to the Property for the purposes of pedestrian traffic and fishing access by the owner of the Property and such owner's guests and invitees. For purposes of the River Easement, the term "mean highwater mark" shall have the meaning set forth in Idaho Code §42-3802(h).

LESS AND EXCEPTING THEREFROM: Lots 1, 2, 3, 4, 5, 6, 7, 8, Block 1, Lots 4, 5, 6, 7, 8, of Block 2, Lots 6, 7, 8, 9, 11, 12, 13, 15, 16, 17, 18, 20, 21, 22 of Block 4; Lots 1A, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, Block 5, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, Block 6, Lot 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, Block 7, Lot 25 Block 9; and Lot 2, of Block 10, and Tract B, E, G, J, of West Rim Area of Teton River Rim Golf Club Area of River Rim Ranch P.U.D., Division II, Phase 1, Teton County, Idaho, as the same appears on the official plat thereof recorded September 8, 2006, as Instrument No. 180225, and recorded April 13, 2007, as Instrument Number 186667.

LESS AND EXCEPTING THEREFROM: Lots 1 through 62 in Tract C and all of Tract D of River Rim Ranch planned Unit development Division II Phase I, Teton County, Idaho, as per the plat recorded September 8, 2006, as Instrument No. 180225. Amendment recorded April 13, 2007, as Instrument No. 186667.

TRACT 2: (Teton Rim LLC)

Lot 2, Block 2 River Rim Ranch P.U.D., Phase 2 Teton County, Idaho as the same appears on the official plat thereof recorded January 13, 2006, as Instrument Number 174049.

Lot 4, Block 2 River Rim Ranch P.U.D., Phase 2 Teton County, Idaho as the same appears on the official plat thereof recorded January 13, 2006, as Instrument Number 174049.

Tract B, West Rim Area and Teton River Golf Club Area of River Rim Ranch P.U.D., Division II, Phase 1 Teton County, Idaho as the same appears on the official plat thereof recorded April 13, 2007, as Instrument Number 186667, and corrected October 3, 2007, as Instrument Number 192110.

Tract E, West Rim Area and Teton River Golf Club Area of River Rim Ranch P.U.D., Division II, Phase 1 Teton County, Idaho as the same appears on the official plat thereof recorded April 13, 2007, as Instrument Number 186667, and corrected October 3, 2007, as Instrument Number 192110.

Tract G, West Rim Area and Teton River Golf Club Area of River Rim Ranch P.U.D., Division II, Phase 1 Teton County, Idaho as the same appears on the official plat thereof recorded April 13, 2007, as Instrument Number 186667, and corrected October 3, 2007, as Instrument Number 192110.

Tract J, West Rim Area and Teton River Golf Club Area of River Rim Ranch P.U.D., Division II, Phase 1 Teton County, Idaho as the same appears on the official plat thereof recorded April 13, 2007, as Instrument Number 186667, and corrected October 3, 2007, as Instrument Number 192110.

Lot 1A, Lots 1-23, and Lots 25-39, Block 5, West Rim Area and Teton River Golf Club Area of River Rim Ranch P.U.D., Division II, Phase 1 Teton County, Idaho as the same appears on the official plat thereof recorded April 13, 2007, as Instrument Number 186667, and corrected October 3, 2007, as Instrument Number 192110.

LESS AND EXCEPTING THEREFROM: Lots 7, 8, 9, 38, and 39 in Block 5, West Rim Area and Teton River Golf Club Area of River Rim Ranch P.U.D., Division II, Phase 1 Teton County, Idaho as the same appears on the official plat thereof recorded April 13, 2007, as Instrument Number 186667, and corrected October 3, 2007, as Instrument Number 192110.

Lots 1-28, Block 6, West Rim Area and Teton River Golf Club Area of River Rim Ranch P.U.D., Division II, Phase 1 Teton County, Idaho as the same appears on the official plat thereof recorded April 13, 2007, as Instrument Number 186667, and corrected October 3, 2007, as Instrument Number 192110.

LESS AND EXCEPTING THEREFROM: Lots 3 and 5 in Block 6, West Rim Area and Teton River Golf Club Area of River Rim Ranch P.U.D., Division II, Phase 1 Teton County, Idaho as the same appears on the official plat thereof recorded April 13, 2007, as Instrument Number 186667, and corrected October 3, 2007, as Instrument Number 192110.

TRACT 3: (Thomas L. and Donna S. Clinton Trust)

Lot 10 Block 4 and Lot 7 Block 7 of West Rim Area of Teton River Rim Golf Club Area of River Rim Ranch P.U.D., Division II, Phase 1, Teton County, Idaho, as the same appears on the official plat thereof recorded September 8, 2006, as Instrument No. 180225, and recorded April 13, 2007, as Instrument Number 186667.

TRACT 4: (Brent Hoopes)

Lot 14 Block 4 of West Rim Area of Teton River Rim Golf Club Area of River Rim Ranch P.U.D., Division II, Phase 1, Teton County, Idaho, as the same appears on the official plat thereof recorded September 8, 2006, as Instrument No. 180225, and recorded April 13, 2007, as Instrument Number 186667.

RENDEZVOUS ENGINEERING PC

PO BOX 4858
JACKSON, WY 83001
PH 307-733-5252

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7/15/03

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For

RRR - ITO

[Handwritten Signature]

MP

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