

**SALE ITEM #4**  
Teton County ID Tax Deed Sale  
RP003100140120A  
.14 Acre 23 Bison Drive  
Teton Reserve PUD



# TAX DEED SALE

Property Auction July 11, 2013 - 1:00pm

Teton County Courthouse

Sale Items 2, 3, 4 & 5

Teton Reserve PUD - 3 Lots @ .14 acre & 1 Lot @ .12 Acre

111, 103, 31 & 23 Bison Drive, Victor, ID 83455

Legal Descriptions: Lots 1, 2, 11 & 12 of Block 14 – Bison Area Teton Reserve PUD

Delinquent Tax Payer: Celtic Bank Corporation, Salt Lake City, UT

Disclaimer: Property Will Be Sold As Is. Due Diligence & Financing is Buyer's Responsibility.

## STARTING BID PRICE PER LOT \$ 4,500.00



3/26/13

TAX DUE INQUIRY

15:23:30

PARCEL NUMBER RP 003100140120 A

INTEREST AS OF DATE 7/11/2013

NAME TETON COUNTY

LEGAL LOT 12 BLK 14  
BISON AREA  
TETON RESERVE PUD

ADDR 150 COURTHOUSE DRIVE

DRIGGS

ID 83455

TAX KEY	YEAR	BILL#	TAX	LATE	INTEREST	COST	TOTAL
RP003100140120A	12 FH	10004	137.55	2.75	8.86		149.16
RP003100140120A	12 SH	10004	137.55	2.75	8.86		149.16
RP003100140120A	11	25095	216.28	4.32	40.46		261.06
RP003100140120A	10	9009	369.40	7.38	114.34		491.12
RP003100140120A	09	9987	637.82	12.76	275.48		926.06
RP003100140120A	08	8948	1125.36	22.50	623.80		1,771.66

CURRENT DUE: 3,748.22

TOTAL DUE: 3,748.22

Enter=ReStart F3=Exit F7=PM Inq F8=TM Inq F9=Print Bill F20=All Searches  
 F1=Help F15=Print Report F6=TOGGLE 2ND LINE F4=TAX COMMENTS

Bottom

# TAX DEED

For 2008 Delinquent Taxes

WHEREAS, on June 25, 2012, a delinquency hearing for the issuance of a Tax Deed was duly and regularly held pursuant to IDAHO CODE 63-1006D, as appears in the records of the Teton County Recorder at Driggs, Idaho, and is recorded in County Commissioners Minutes; and

WHEREAS, as a result of said hearing the Board of County Commissioners in and for Teton County did direct that the Teton County Treasurer Shall issue this Tax Deed in favor of Teton County for the herein described property; and

WHEREAS, the name and address of the former record owner or owners of said described property is:

CELTIC BANK CORPORATION  
340 EAST 400 SOUTH  
SALT LAKE CITY, UT 84111

NOW, THEREFORE, in consideration of the aforesaid and by reason of IDAHO CODE 63-1006D, Bonnie C. Hatch, the duly elected and qualified Treasurer in and for Teton County, Idaho does hereby grant, convey, transfer, release and remise unto Teton County, Idaho, whose current address is 150 Courthouse Drive, all right title and interest to the following described property :

RP003100140120A  
LOT 12 BLK 14  
BISON AREA  
TETON RESERVE PUD

**Instrument # 222707**

TETON COUNTY, IDAHO

6-25-2012 02:40:00 No. of Pages: 1

Recorded for : TETON COUNTY TREASURER

MARY LOU HANSEN

Fee: 0.00

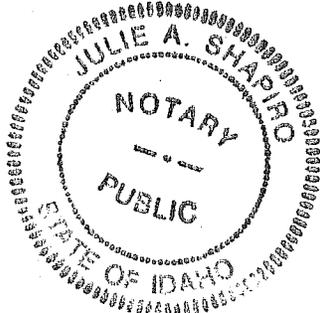
Ex-Officio Recorder Deputy *J. Shapiro*

Index to: TAX DEED

*Bonnie C. Hatch*  
Bonnie C. Hatch

On this 25<sup>th</sup> day of June, 2012, before me, Julie A. Shapiro,  
in and for said Teton County, State of Idaho, personally appeared Bonnie C. Hatch known to me to be the  
County Treasurer and ex-officio Tax Collector of said Teton County, and who executed the within instrument as such,  
acknowledged to me that Bonnie C. Hatch executed the same as such officer.

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



*Julie A. Shapiro*  
Notary Public

Residing at: Victor

Commission Expires: 11/23/2013

# AFFIDAVIT OF COMPLIANCE

For 2008 Delinquent Taxes

Instrument # 222584

TETON COUNTY, IDAHO

6-15-2012 04:30:00 No. of Pages: 5

Recorded for : TETON COUNTY TREASURER

MARY LOU HANSEN Fee: 0.00

Ex-Officio Recorder Deputy

Index to: AFFIDAVIT OF COMPLIANCE

STATE OF IDAHO

} ss.

Teton County

Bonnie Hatch

, County Treasurer and Tax Collector being first duly sworn, deposes and says as follows:

1. That affiant is duly elected and qualified Tax Collector in and for Teton County, State of Idaho.
2. That affiant has complied with the provisions of Section 63-1005, Idaho Code by reason of the following:

- a. On April 5, 2012, affiant served or caused to be served a copy of Notice of Pending Issue of Tax Deed by registered or certified mail with receipt demanded upon the record owner or owners and/or any party in interest demanding notice for the following described property:

RP003100140120A  
 LOT 12 BLK 14  
 BISON AREA  
 TETON RESERVE PUD

CELTIC BANK CORPORATION  
 340 EAST 400 SOUTH  
 SALT LAKE CITY, UT 84111

A copy of said return is attached hereto as Exhibit A, and hereby incorporated by reference herein.

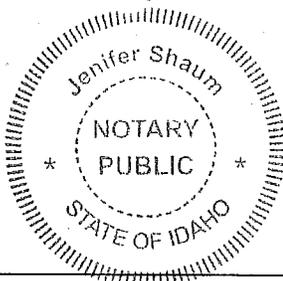
- b. Said Notice was returned undelivered and after reasonable and diligent search and inquiry by affiant the record owner or owners of the above described property was not found. A copy of said return showing undeliverable is attached hereto as Exhibit(s) \_\_\_\_\_.
- c. Said Notice was served by publishing a copy thereof in the \_\_\_\_\_ for four (4) consecutive weeks, beginning on \_\_\_\_\_, and ending on \_\_\_\_\_. A copy of Affidavit of publication is attached hereto as Exhibit(s) \_\_\_\_\_.
- d. All other Notices have been given as required by law.

3. That a copy of said Notice is attached as Exhibit B, and that the total amount of unpaid taxes, penalty, interest, cost and fees up to the date of hearing is \$1,837.06. Exhibit B

*Bonnie A. Hatch*  
 County Treasurer and Ex-officio, Tax Collector  
 for Teton County, State of Idaho

On this 15 day of June, before me, Jenifer Shaum, in and for said Teton County, State of Idaho, personally appeared Bonnie Hatch known to me to be the County Treasurer and ex-officio Tax Collector of said Teton County, and who executed the within instrument as such, and acknowledged to me that Bonnie Hatch executed the same as such officer.

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



*Jenifer Shaum*  
 Notary Public  
 Residing at: Driggs Idaho  
 Commission Expires: 7/6/2016

NOTICE OF PENDING ISSUE OF TAX DEED

State of Idaho  
County of TETON

To: CELTIC BANK CORPORATION  
340 EAST 400 SOUTH

Parcel No. RP003100140120A  
Bill No. 8948

SALT LAKE CITY UT 84111

YOU ARE HEREBY NOTIFIED, AS FOLLOWS:

.. That a delinquent entry was entered as of January 1, 2009 in the records of the county treasurer as tax collector of TETON County, State of Idaho, for the following property:

23 BISON DRIVE  
LOT 12 BLK 14  
BISON AREA  
TETON RESERVE PUD

. That the name and last known address of the record owner or owners of said property is:

CELTIC BANK CORPORATION  
340 EAST 400 SOUTH

SALT LAKE CITY UT 84111

. That said delinquent entry was made in respect of unpaid taxes assessed for the year 2008.

. That the total amount due for 2008 as of the date of this notice is:

Amount of Tax		\$	1,125.36
Amount of Late Charge	2%		22.50
Interest	.417205		478.90
Cost and Fees			210.30 **
-----			
Total due as of JUNE	22, 2012	\$	1,837.06
=====			

*Submit B*

\*\* Pursuant to Idaho Code 63-1005(3), this amount will increase as additional costs and fees in the tax deed process are added.

YOU ARE FURTHER NOTIFIED, that if said delinquent entry is not redeemed on or before JUNE 22, 2012 by payment of said unpaid taxes together with late charge, interest and all unpaid costs and expenses up to the date of said payment at my office at TETON COUNTY TREASURER, I shall thereupon, as required by law, make application to the board of county commissioners of TETON County, State of Idaho, for a hearing to be held on JUNE 25, 2012 at 1:00PM, or as soon thereafter as said application can be heard at 150 COURTHOUSE DR., DRIGGS, ID for a tax deed conveying the above described property to said TETON County, State of Idaho, absolute title, free of all encumbrances, except any lien for taxes which may have attached subsequently to the assessment hereinabove referred to.

YOU ARE FURTHER NOTIFIED, that the record owner or owners or any party in interest as defined by Section 63-1005, Idaho Code, may appear in person or by counsel, and if appearing, shall have adequate opportunity to be heard for the purpose of protesting the procedures used in taking this tax deed. NO OTHER TYPE OF PROTEST WILL BE HEARD.

YOU ARE FURTHER NOTIFIED, that inquiries and objections concerning this notice or the information contained therein shall be directed to the TETON County Treasurer at 150 COURTHOUSE DRIVE, DRIGGS, IDAHO 83422; or by calling (208) 354-2254 no later than 5 working days before the hearing date.

dated this 05 day of APRIL, 2012.

County Treasurer & Ex-officio Tax Collector Deputy  
for TETON County, Idaho



**Litigation Guarantee**

**ZB08014435**

*Received  
3-20-12*

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a corporation, herein called the Company, for the fee paid for this Guarantee, the number, amount, and effective date of which are shown herein, hereby Guarantees the parties herein called the Assured, against loss not exceeding the liability amount stated herein which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public record on the effective date stated herein, Policy Number 08014435

- 1. The title to the herein described estate or interest was vested in the vestee named in Schedule A, subject to the matters shown as Exceptions herein in Schedule B, which Exceptions are not necessarily shown in the order of their priority.

This Guarantee is issued with the expectation that, within 60 days and based upon the facts set forth herein, a Notice of Trustee's Sale will be prepared and recorded or an action will be commenced in a Court of competent jurisdiction. If a Notice of Sale is not recorded or such action is not commenced, all liability and obligation of the Company hereunder shall cease and terminate 60 days after the effective date shown herein or as may have been extended by endorsement hereto. If for purposes of preparing a Notice of Sale, notice of the trustee's sale must be given pursuant to Idaho Code Section 45-1506, Schedule C may be provided for informational purposes.

This Guarantee shall not be valid or binding until countersigned below by an authorized officer or agent of the Company.

Issued through the Office of:

**First American Title Company**

*Rosanne M. Hoffmann*

Authorized Signature

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By

President

Attest

*[Signature]*  
*[Signature]*

Secretary

# GUARANTEE CONDITIONS AND STIPULATIONS

## 1. Definition of Terms

The following terms when used in this Guarantee mean:

- (a) "land": The land described, specifically or by reference, in this Guarantee and improvements affixed thereto which by law constitute real property;
- (b) "public record": those records which impart constructive notice of matters relating to said land;
- (c) "date": the effective date;
- (d) "the Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company.
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

## 2. Exclusions from Coverage of This Guarantee

The company assumes no liability for loss or damage by reason of the following:

- (a) 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.
- (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- (c) Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or right to maintain therein vaults, tunnels, ramps, or any other structure or improvement or any rights or easements therein unless such property, rights, or easements are expressly and specifically set forth in said description.
- (d) Defects, liens, encumbrances, adverse claims against the title as guaranteed or other matters (1) created, suffered, assumed or agreed to by one or more of the Assured; or (2) resulting in no loss to the Assured.

## 3. Prosecution of Actions

- (a) The company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable there under and shall not thereby concede liability or waive any provision hereof.
- (b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

## 4. Notice of Loss - Limitation of Action

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action within the time hereinbefore specified shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee.

## 5. Option to Pay, Settle, or Compromise Claims

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a

mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

## 6. Limitation of Liability - Payment of Loss

- (a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of the liability stated within this Guarantee.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorney's fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Guarantee, except for attorney's fees as provided for in paragraph 6(b) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for endorsement of such payment unless the Guarantee be lost or destroyed, in which case proof of the loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.

## 7. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to the rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

## 8. Guarantee Entire Contract

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee. No provision or condition of this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

## 9. Notices, Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at the office which issued this Guarantee, or to its Home Office at 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111

## 10. Fee

The fee specified on the face of this guarantee is the total fee for title search and examination for this Guarantee.

**SCHEDULE A  
LITIGATION GUARANTEE**

LIABILITY: **\$3,063.11**

GUARANTEE NO.: **ZB 08014435**

FEE: **\$ 200.00**

ORDER NO.: **412910-T**

REFERENCE NO.: **RP003100140120A**

1. Name of Assured:

**Teton County**

2. Date of Guarantee: March 13, 2012 at 7:30 A.M.

3. This Litigation Guarantee is furnished solely for the purpose of facilitating the filing of an action for Delinquent Taxes

4. The estate or interest in the land which is covered by this Guarantee is:

**Fee Simple**

5. Title to the estate or interest in the Land is vested in:

**Celtic Bank Corporation**

6. The Land referred to in this Guarantee is described as follows:

**Lot 12 of Block 14, Replated Bison Phase for Teton Reserve Planned Unit Development, Teton County, Idaho, as the same appears on the official plat thereof, recorded May 1, 2007, as Instrument No. 187153 AND recorded January 12, 2007, as Instrument No. 184195 AND recorded March 24, 2008, as Instrument No. 196294.**

## SCHEDULE B

Defects, liens, encumbrances or other matters affecting title:

1. 2012 taxes are an accruing lien, not yet due and payable until the fourth Monday in November of the current year. The first one-half is not delinquent until after December 20 of the current year, the second one-half is not delinquent until after June 20 of the following year. Taxes which may be assessed and entered on the property roll for 2012 with respect to new improvements and first occupancy, which may be included on the regular property, which are an accruing lien, not yet due and payable.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	Original Amount	Amount Paid	Parcel Number	Covers
2008	\$1,125.36	\$-0-	RP003100140120A	Lot 12 Block 14
2009	\$637.82	\$-0-	RP003100140120A	Lot 12 Block 14
2010	\$369.40	\$-0-	RP003100140120A	Lot 12 Block 14
2011	\$216.28	\$-0-	RP003100140120A	Lot 12 Block 14

Homeowners Exemption is not in effect for 2011.

Circuit breaker is not in effect for 2011.

2. Easement granted by James O. Kay and Hazel Kay to the Mountain States Telephone and Telegraph Company, recorded September 22, 1932 in Book 62 at Page 155, records of Teton County, Idaho .  
ASSIGNMENT AND ASSUMPTION OF RIGHT OF WAY, recorded June 9, 1997, Recorder's No. 127381, Records of Teton County, Idaho.
3. Easement granted by Fanny Roth and Helen G. Roth to the Mountain States Telephone and Telegraph Company, recorded October 20, 1932 in Book 62 at Page 173, records of Teton County, Idaho.  
ASSIGNMENT AND ASSUMPTION OF RIGHT OF WAY, recorded June 9, 1997, Recorder's No. 127381, Records of Teton County, Idaho.
4. Exceptions and Reservations contained in Deed from the State of Idaho to Albert E. Ure, recorded April 6, 1966, Recorder's No. 63645, records of Teton County, Idaho, subject to the provisions of Section 58-604, Idaho Code, as amended by Chapter 44, 1951 Session Law: which grants over all lands belonging to the State a right-of-way for ditches constructed by authority of the United States; and to the provisions of Section 47-701, Idaho Code, reserving to the State all mineral rights including sand and gravel in land sold subsequent to the 8th day of May, 1923.
5. Electric Line Right-of-Way Easement granted by Teton Valley Country Club Inc., to Fall River Rural Electric Cooperative, Inc., recorded February 9, 1998, Recorder's No. 129493, Records of Teton County, Idaho.
6. Agreement for Electrical Service between Teton Valley Country Club Inc., and Fall River Rural Electric Cooperative, Inc., recorded February 9, 1998, Recorder's No. 129516, Records of Teton County, Idaho.

7. Electric Line Right-of-Way Easement granted by Teton Valley Country Club Inc., to Fall River Rural Electric Cooperative, Inc., recorded March 8, 1999, Recorder's No. 133212, Records of Teton County, Idaho.
8. Agreement for Electrical Service between Teton Valley Country Club Inc., and Fall River Rural Electric Cooperative, Inc., recorded March 8, 1999, Recorder's No. 133228, Records of Teton County, Idaho.
9. Final Master Plan Development Agreement For Teton Reserve recorded March 5, 2003, Recorder's No. 153426.
10. Covenants, Conditions and Restrictions recorded as Instrument No., 153427, 174268 and 216872 containing homeowner's assessments which may have priority over any security instrument , but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin to the extent that such covenants, conditions or restrictions violate 42 USC 3604(c).
11. Electric line right-of-way easement granted by Teton Valley Golf Associates, LP an Idaho Limited Partnership to Fall River Rural Electric Cooperative, Inc., Recorded May 27, 2004, Recorder's No. 161393, records of Teton County, Idaho.
12. Agreement for electrical service between Teton Valley Golf Associates LP, an Idaho Limited Partnership, and Fall River Rural Electric Cooperative, Inc., Recorded May 27, 2004, Recorder's No. 161436, records of Teton County, Idaho.
13. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of said subdivision, 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).
14. Wastewater Collection System And Treatment Facility Use Agreement For Teton Reserve Planned Unit Development recorded July 27, 2004 as Instrument No. 162474.
15. Electric line right-of-way easement granted by Teton Valley Golf Assoc., to Fall River Rural Electric Cooperative, Inc., recorded October 21, 2004 recorder's No. 164160, records of Teton County, ID .
16. Agreement for electrical service between Teton Valley Golf Assoc., and Fall River Rural Electric Cooperative, Inc., recorded October 21, 2004 recorder's No. 164205 records of Teton County, ID
17. Electric line right-of-way easement granted by Teton Reserve Phase II, to Fall River Rural Electric Cooperative, Inc., recorded November 30, 2006 recorder's No. 182984, records of Teton County, ID.
18. Electric line right-of-way easement granted by Teton Reserve / Bison Lane, to Fall River Rural Electric Cooperative, Inc., recorded November 30, 2006 recorder's No. 182985, records of Teton County, ID.
19. Agreement for electrical service between Teton Reserve Phase II, and Fall River Rural Electric Cooperative, Inc., recorded December 1, 2006 recorder's No. 183117 records of Teton County, ID.
20. Agreement for electrical service between Teton Reserve / Bison Lane, and Fall River Rural Electric Cooperative, Inc., recorded December 1, 2006 recorder's No. 183118 records of Teton County, ID.

**SCHEDULE C**

**Addresses**

Paragraph Number: **5 Schedule A**  
Recording Information: **Trustee's Deed Recorded December 23, 2010 as Instrument No. 214905**  
Name and **Celtic Bank Corporation**  
Mailing Address: **340 East 400 South, Salt Lake City, Utah 84111**

Paragraph Number: **5 Schedule A**  
Recording Information: **Trustee's Deed Recorded December 23, 2010 as Instrument No. 214905**  
Name and **A.O. Headman, Jr., Registered Agent for Celtic Bank Corporation**  
Mailing Address: **257 E. 200 S. Ste 700, Salt Lake City, Utah 84111**

NOTE: Should you have any questions regarding items referred to herein, please contact **Chris Moss**, Title Officer, of **First American Title Company at 81 North Main Street/P.O. Box 42, Driggs, ID 83422, or call (208)354-2771.**



**OLD REPUBLIC NATIONAL TITLE INSURANCE AGENCY  
PRIVACY POLICY NOTICE**

**PURPOSE OF THIS NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Old Republic National Title Insurance Company.

We may collect nonpublic information about you from the following sources:

- Information we received from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint market agreements:

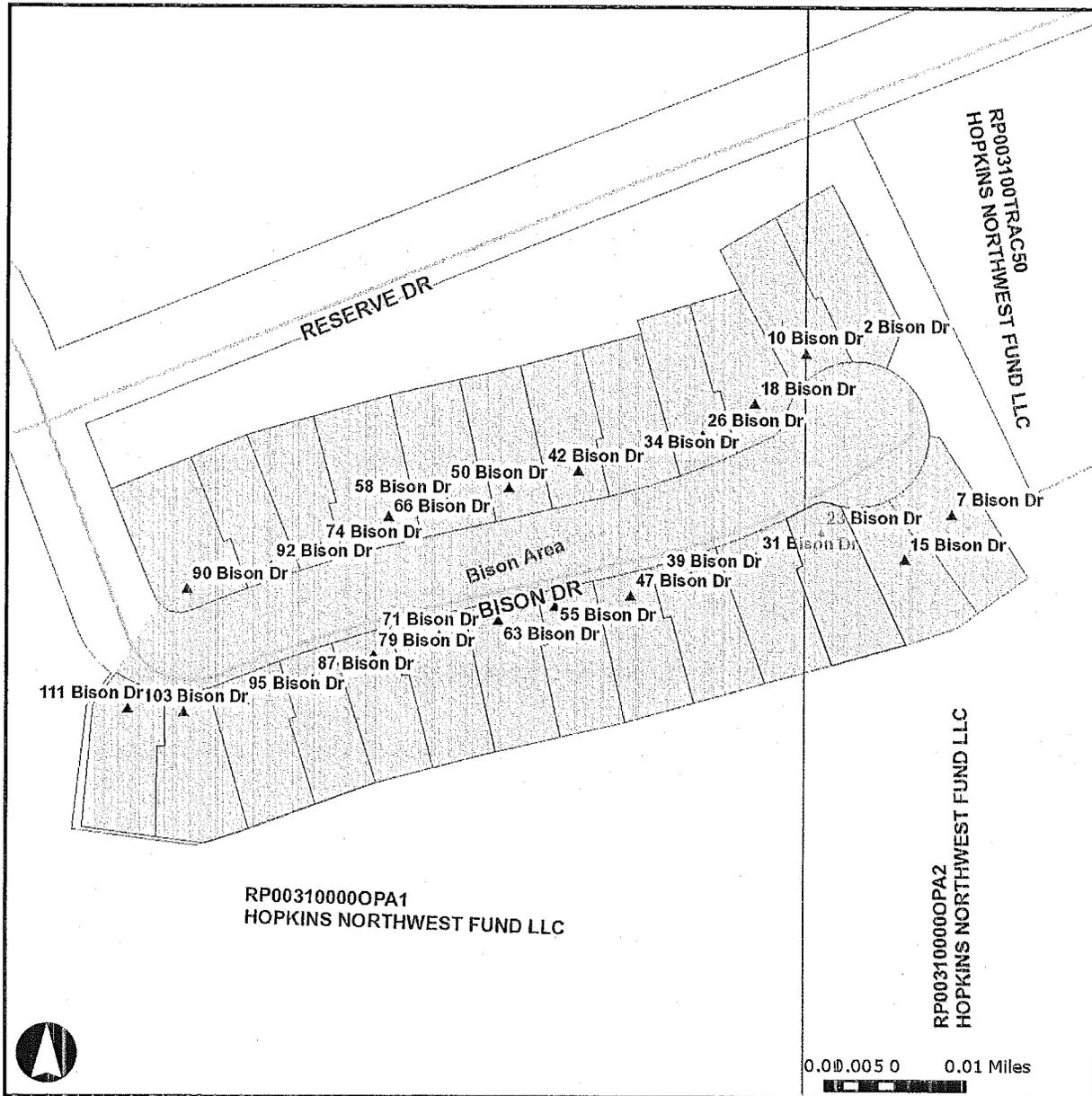
Financial services providers such as companies engaged in banking, consumer finance, securities and insurance.

Non-financial companies such as envelope stuffers and other fulfillment service providers.

We do not disclose any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.

We restrict access to nonpublic information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

# Lot 12 Block 14



<p>Parcels</p>	<p>Non-County Road</p>	<p>State Land</p>
<p>Physical Address (All Now Effective)</p>	<p>Parcels</p>	<p>Preliminary Subdivisions</p>
<p>Major Roads</p> <ul style="list-style-type: none"> <li> State Highways</li> <li> Major Collector</li> <li> Minor Collector</li> </ul>	<p>Jurisdiction Boundaries</p>	<p>Vacated Subdivisions</p>
<p>County Road</p>	<p>Forest Service</p>	<p>BLM</p>



DESCRIPTION OF LAND BEING DIVIDED

A PART OF SECTION 35 AND 36, T.4N, R.45E, IS HEREBY DIVIDED INTO THE SEVERAL LOTS DESCRIBED AS FOLLOWS:
RECOMMENDATION OF THE TETON COUNTY PLANNING AND ZONING COMMISSION ON THE
PLANNING AND ZONING APPROVAL
PRESENTED TO THE TETON COUNTY PLANNING AND ZONING COMMISSION ON THE
FOLLOWING DATE IN WHICH THE SUBMISSION WAS APPROVED AND ACCEPTED:

OWNERS CERTIFICATE

BE IT KNOWN THAT WE, THE UNDERSIGNED OWNERS OF THE SUBDIVISION OF LAND
AS HEREIN PLANNED AND DESCRIBED, CERTIFY THAT IT IS WITH THE FREE CONSENT
DECLINED LANDS:
THAT THE LAND OF THE SUBDIVISION SHALL BE TETON RESERVE,
THAT THE SUBDIVISION IS SUBJECT TO THE DECLARATION OF COVENANTS AND
RESTRICTIONS TO BE RECORDED WITH THIS PLAN
ON RECORD AND AS EXHIBIT TO THIS PLAN
THAT THE OWNERS/COVENANTORS OF THE SUBDIVISION SHALL MAINTAIN ALL LANDSCAPING ACCORDING TO THE
FINAL LANDSCAPING PLAN SUBMITTED TO THE TETON COUNTY PLANNING AND ZONING
COMMISSION EXPERTS 11 OCT 07

TETON RESERVE - Bison LLC

TETON RESERVE - Pam Hatcher

ACKNOWLEDGEMENT - TETON RESERVE

STATE OF IDAHO )
COUNTY OF TETON ) SS
I, the undersigned, being a duly qualified Notary Public for the State of Idaho, do hereby certify that the foregoing instrument was acknowledged before me on the 13th day of April, 2007, by Pam Hatcher and Teton Reserve - Bison LLC, and that the signers are the persons whose names are subscribed to the same.

NOTARY PUBLIC: Pam Hatcher

TETON RESERVE
PLANNED UNIT DEVELOPMENT - BISON AREA
REPLAT OF BLOCK 13 AND BLOCK 14

LOCATED IN SECTIONS 35 AND 36, T.4N, R.45E, B.M.
IN TETON COUNTY, IDAHO

PLANNING AND ZONING APPROVAL

PRESENTED TO THE TETON COUNTY PLANNING AND ZONING COMMISSION ON THE
FOLLOWING DATE IN WHICH THE SUBMISSION WAS APPROVED AND ACCEPTED:
11 April 2007

ASSESSOR'S CERTIFICATE

PRESENTED TO THE TETON COUNTY ASSESSOR ON THE FOLLOWING DATE FOR
RECORDATION AND TAXING PURPOSES:
4/20/07

RECORDERS CERTIFICATE

STATE OF IDAHO )
COUNTY OF TETON ) SS
I DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WAS RECORDED IN THE
OFFICE OF THE TETON COUNTY CLERK OF RECORDS ON APRIL 20, 2007.

TENASURERS CERTIFICATE

I HEREBY CERTIFY THAT ALL TAXES DUE HAVE BEEN PAID ON THE TRACT OF LAND AS
DESCRIBED IN THIS PLAN.
DATE: 4/20/07

ACKNOWLEDGEMENT - TETON RESERVE

STATE OF IDAHO )
COUNTY OF TETON ) SS
I, the undersigned, being a duly qualified Notary Public for the State of Idaho, do hereby certify that the foregoing instrument was acknowledged before me on the 17th day of April, 2007, by Pam Hatcher and Teton Reserve, and that the signers are the persons whose names are subscribed to the same.

NOTARY PUBLIC: Pam Hatcher

HEALTH DEPARTMENT CERTIFICATE

I HEREBY CERTIFY THAT SANITARY RESTRICTIONS AS DESCRIBED IN SECTIONS
50-126-23, 50-126-24, 50-126-25, 50-126-26, 50-126-27, 50-126-28, 50-126-29, 50-126-30, 50-126-31, 50-126-32, 50-126-33, 50-126-34, 50-126-35, 50-126-36, 50-126-37, 50-126-38, 50-126-39, 50-126-40, 50-126-41, 50-126-42, 50-126-43, 50-126-44, 50-126-45, 50-126-46, 50-126-47, 50-126-48, 50-126-49, 50-126-50, 50-126-51, 50-126-52, 50-126-53, 50-126-54, 50-126-55, 50-126-56, 50-126-57, 50-126-58, 50-126-59, 50-126-60, 50-126-61, 50-126-62, 50-126-63, 50-126-64, 50-126-65, 50-126-66, 50-126-67, 50-126-68, 50-126-69, 50-126-70, 50-126-71, 50-126-72, 50-126-73, 50-126-74, 50-126-75, 50-126-76, 50-126-77, 50-126-78, 50-126-79, 50-126-80, 50-126-81, 50-126-82, 50-126-83, 50-126-84, 50-126-85, 50-126-86, 50-126-87, 50-126-88, 50-126-89, 50-126-90, 50-126-91, 50-126-92, 50-126-93, 50-126-94, 50-126-95, 50-126-96, 50-126-97, 50-126-98, 50-126-99, 50-126-100, 50-126-101, 50-126-102, 50-126-103, 50-126-104, 50-126-105, 50-126-106, 50-126-107, 50-126-108, 50-126-109, 50-126-110, 50-126-111, 50-126-112, 50-126-113, 50-126-114, 50-126-115, 50-126-116, 50-126-117, 50-126-118, 50-126-119, 50-126-120, 50-126-121, 50-126-122, 50-126-123, 50-126-124, 50-126-125, 50-126-126, 50-126-127, 50-126-128, 50-126-129, 50-126-130, 50-126-131, 50-126-132, 50-126-133, 50-126-134, 50-126-135, 50-126-136, 50-126-137, 50-126-138, 50-126-139, 50-126-140, 50-126-141, 50-126-142, 50-126-143, 50-126-144, 50-126-145, 50-126-146, 50-126-147, 50-126-148, 50-126-149, 50-126-150, 50-126-151, 50-126-152, 50-126-153, 50-126-154, 50-126-155, 50-126-156, 50-126-157, 50-126-158, 50-126-159, 50-126-160, 50-126-161, 50-126-162, 50-126-163, 50-126-164, 50-126-165, 50-126-166, 50-126-167, 50-126-168, 50-126-169, 50-126-170, 50-126-171, 50-126-172, 50-126-173, 50-126-174, 50-126-175, 50-126-176, 50-126-177, 50-126-178, 50-126-179, 50-126-180, 50-126-181, 50-126-182, 50-126-183, 50-126-184, 50-126-185, 50-126-186, 50-126-187, 50-126-188, 50-126-189, 50-126-190, 50-126-191, 50-126-192, 50-126-193, 50-126-194, 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First American Title Company

274732.T

21:505 DEC 23 10 PM 3 00

149-08

Instrument # 214905

TETON COUNTY, IDAHO

12-23-2010 03:20:00 No. of Pages: 2

Recorded for: FIRST AMERICAN TITLE COMPANY

MARY LOU HANSEN

Ex-Officio Recorder Deputy

Index to: DEED TRUSTEE'S

## TRUSTEE'S DEED

First American Title Company, Inc., (herein called Trustee) as Successor Trustee under the Deed of Trust hereinafter particularly described, does hereby Bargain, Sell and Convey, without warranty, to Celtic Bank Corporation, 340 East 400 South, Salt Lake City, UT 84111 (herein called Grantee) all of the real property situate in the County of Teton, State of Idaho, described as follows:

Lots 1 / 2 of Block 13 and Lots 1 / 2, 11 / 12 and 13 / 14 of Block 14 Replated Bison Phase for Teton Reserve Planned Unit Development, Teton County, Idaho, as the same appears on the official plat thereof, recorded May 1, 2007, as Instrument No. 187153, and recorded January 12, 2007, as Instrument No. 184195, and recorded March 24, 2008, as Instrument No. 196294

This conveyance is made pursuant to the powers conferred upon Trustee by Deed of Trust between Trophy Homes, LC, as Grantor(s), Celtic Bank Corporation, as the Trustee, and Celtic Bank Corporation, as Beneficiary, recorded June 6, 2007, as Instrument No. 188276, records of Teton County, Idaho, and after the fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance as follows:

(a) Default occurred in the obligations for which such Deed of Trust was given as security and the Beneficiary made demand upon the said Trustee to sell said property pursuant to the terms of said Deed of Trust.

Amended Notice of Default was recorded as Instrument No. 201929, records of Teton County, Idaho, and in the Office of the Recorder of each other county which the property described in said Deed of Trust, or any part thereof, is situated, the nature of such default being as set forth in said Notice of Default. Such default still existed at the time of sale.

(b) After recordation of said Notice of Default, Trustee gave notice of the time and place of sale of said property by registered or certified mail, by personal service upon the occupants of said real property, by posting in a conspicuous place on said premises, and by publishing in a newspaper of general circulation in each of the counties in which the property is situated as more fully appears in the affidavits recorded at least twenty (20) days prior to the date of sale as Instrument Nos. 203683, 203684 and 203685, records of Teton County, Idaho.

(c) The provisions, recitals and contents of the Notice of Default referred to in paragraph (a) supra and of the Affidavits referred in paragraph (b) supra shall be and they are hereby incorporated herein for all purposes as though set forth herein at length.

(d) All requirements of law regarding the mailing, personal service, posting, publication,

and recording of Notice of Default and Notice of Sale and of all other notices have been complied with.

(e) Not less than 120 days elapsed between the giving of the notice of sale by registered or certified mail and the sale of said property.

(f) Trustee, at the time and place of sale fixed said notice, at public auction, in one parcel, struck off to Grantee, **Celtic Bank Corporation**, being the highest bidder therefore, the property herein described for the sum of **\$900,000.00**, subject to, however, all prior liens and encumbrances. No person or corporation offered to take any part of said property less than the whole thereof for the amount of principal, interest, advances and costs.

IN WITNESS WHEREOF, the Trustee, pursuant to a resolution of its Board of Directors, has caused its corporate name to be hereunto subscribed by its Assistant Secretary December 22, 2010.

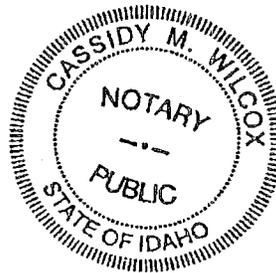
FIRST AMERICAN TITLE COMPANY, INC., SUCCESSOR TRUSTEE

By: Becky Stucki  
Becky Stucki, Assistant Secretary

STATE OF IDAHO            )  
  : ss.  
County of Bingham        )

On December 22, 2010, before me, a Notary Public in and for said State, personally appeared Becky Stucki, known or identified to me to be the Assistant Secretary of the Corporation who executed the Instrument on behalf of said Corporation, and acknowledged to me that said Corporation executed the same.

Cassidy M. Wilcox  
Notary Public - Residing; Blackfoot ID  
Commission Expires: 1/16/2013



# ACCOMMODATION

Recorded at the request of:

Mark D. Perison, P.A.  
314 S. 9th Street, Suite 300  
P.O. Box 6575  
Boise, ID 83707

INSTRUMENT FILED FOR RECORD BY ALLIANCE  
SHOW AS AN ACCOMMODATION ONLY. IT HAS  
NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO  
ITS EFFECT UPON THE TITLE.

Instrument # 227992

TETON COUNTY, IDAHO  
06-29-2013 10:24:31 No. of Pages: 2  
Recorded for: ALLIANCE TITLE - BOISE PRODUCTION  
MARY LOU HANSEN Fee: \$13.00  
Ex-Officio Recorder Deputy, Mary Lou Hansen  
Index to: LIEN, NOTICE OF CLAIM

*Space Above For Recorder's Use*

ELECTRONICALLY RECORDED - DO  
REMOVE THE COUNTY STAMPED PAGE AS IT IS NOW INCORPORATED A PART OF THE ORIGINAL DOCUMENT. CLAIM OF LIEN  
Idaho Code § 45-810

Teton Reserve Master Association, Inc., whose address is 910 E. Carol Street, Meridian, Idaho, 83646, hereby gives notice that said Association claims a lien in the amount of \$801.20 against the following property:

Lot 12 of Block 14, Replated Bison Phase for Teton Reserve Planned unit Development, Teton County, Idaho, as the same appears on the official plat thereof, recorded May 1, 2007, as Instrument No. 187153 and recorded January 12, 2007, as Instrument No. 184195.

The above described property is commonly known as 23 Bison Drive, Victor, Idaho, 83455.

The owner(s) or reputed owner(s) of said property is Teton County.

The amount of \$801.20 is due and owing for unpaid assessments for the twelve (12) months prior to the filing of this lien. No warranty or representation is made as to whether this amount represents the full amount of all past due dues and assessments.

The lien claimant hereunder also claims all protections and lien rights afforded for future assessments, as such assessments become due, pursuant to Idaho Code § 45-810.

TETON RESERVE  
MASTER ASSOCIATION, INC.

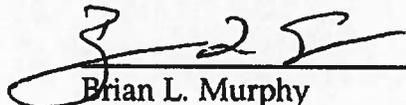
DATED this 22 day of May, 2013.

  
By: Brian L. Murphy  
Its: Treasurer

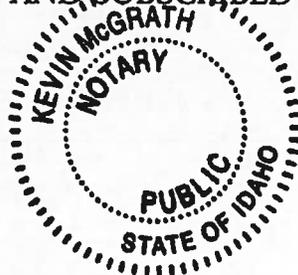
STATE OF IDAHO )  
 : ss.  
County of Ada )

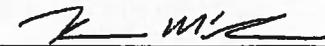
Brian L. Murphy, being first duly sworn upon oath, deposes as follows:

I am the Treasurer of Teton Reserve Master Association, Inc., the Claimant named in the foregoing Claim of Lien; I have read the Claim of Lien, noted the contents thereof, and believe the facts therein stated to be true.

  
\_\_\_\_\_  
Brian L. Murphy

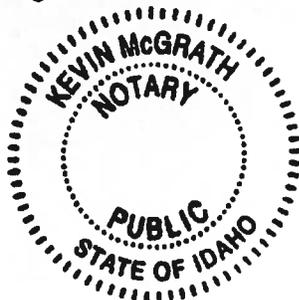
SWORN AND SUBSCRIBED before me this 22 day of May, 2013.



  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at: Mendon ID  
Commission Expires: 2-3-2018

STATE OF IDAHO )  
 : ss.  
County of Ada )

On the 22 day of May, 2013, personally appeared before me Brian L. Murphy, known or identified to me to be the Treasurer of Teton Reserve Master Association, Inc. and the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of the corporation.



  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at: Mendon ID  
Commission Expires: 2-3-2018