RPA02600060020A Lot 2 BLK 6 Sagewood Sub SEC 25 T5N R45E 175 Mountain Ash Place

Teton County Tax Deed Properties to Go To Auction May 9, 2016 1:00 pm

Disclaimer: Property Will Be Sold As Is and per IC§31-808, 63-1005 & 63-1006D. Due Diligence & Financing is Buyer's Responsibility

The Board of County Commissioners set the offiical minimum bid on April 18th 2016.

SALE ITEM #	Parcel # & Description	County Taxes, Fees & Interest	Additional Cost	Postage Post Auction	TVN Advertising 1-3-435	County HOA Dues Owed	Auctioneer	Minimum Bid
	Shoshoni Planes							
#1	RPA0044400137AA	1,409.21	357.94	10.00	114.00		107.14	**1998.29**
	Lot 137 A Shoshoni Planes IV SEC 24 & 25 T5N R45E							
	887 Booshway Street							
#2	RPA0044400137BA	1409.21	357.94	10.00	114.00		107.14	**1998.29**
	Lot 137B Shoshoni Planes IV SEC 24 & 25 T5N R45E							
	907 Booshway Street							
	Sagewood Subdivision							
#3	RPA02600060010A	903.90	338.47	10.00	114.00		107.14	**1473.51**
	Lot 1 BLK 6 Sagewood Sub SEC T5N R45E							
	185 Mountain Ash Place							
#4	RPA02600060020A	903.90	338.47	10.00	114.00		107.14	**1473.51**
	Lot 2 BLK 6 Sagewood Sub SEC 25 T5N R45E							
	175 Mountain Ash							
	Teton Springs Golf & Casting Club							
#5	RP002200070050A	5,814.73	344.96	10.00	114.00		107.14	**6390.83**
	Lot 5 BLK 7 Teton Springs Glf & Cstng Club Phase I SEC 14 & 23 T3N R45E							
	22 Rammell Road							
	River Rim							
#6	RP003250030110A	8517.18	484.33	10.00	114.00		107.14	**9232.65**
	Lot 11 BLK 3 River Rim Ranch PUD Phase I SEC 9, 10, 15, 16 T6N R44E							
	9560 River Rim Ranch							
#7	RP003270090250A	17728.68	461.78	10.00	114.00		107.14	**18421.6**
	Lot 25 BLK 9 River Rim Div II Phase I T6N R44E SEC 4-10, 15 - 22 & 29							
	9919 West Rim Place							

TAX DEED

For 2011 Delinquent Taxes

WHEREAS, on July 13, 2015, a delinquency hearing for the issuance of a Tax Deed was duly and regularly held pursuant to IDAHO CODE 63-1006, as appears in the records of the Teton County Recorder at Driggs, Idaho and is recorded in Teton County, Idaho; and

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

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

JT INC
P O BOX 2085
EAGLE, ID 83616

NOW, THEREFORE, in consideration of the aforesaid and by reason of IDAHO CODE 63-1006, Beverly Palm, 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, Driggs, Idaho, 83422, all rights, title and interests to the following described property:

RPA02600060020A

LOT 2 BLK 6
SAGEWOOD SUB
SEC 25 T5N R45E

Instrument # 237212
TETON COUNTY, IDAHO
7-13-2015 03:24:00 PM No. of Pages: 1
Recorded for : TETON COUNTY TREASURER
MARY LOU HANSEN Fee: 0.00
Ex-Officio Recorder Deputy _____
Index to: TAX DEED

July 13, 2015
Date

Beverly Palm
Beverly Palm

On this 13th day of July, 2015, before me, Julie A. Wenger, in and for said Teton County, State of Idaho, personally appeared Beverly Palm known to me to be the County Treasurer and ex-officio Tax Collector of said Teton County, ID., and who executed the within instrument as such, acknowledged to me that Beverly Palm 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. WENGER
NOTARY PUBLIC
STATE OF IDAHO

Julie A. Wenger
Notary Public

Residing at: Victor

Commission Expires: 11/25/2019

AFFIDAVIT OF COMPLIANCE
For 2011 Delinquent Taxes

Instrument # 237166
TETON COUNTY, IDAHO
7-8-2015 02:36:00 PM No. of Pages: 22
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)

BEVERLY PALM, 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 27, 2015, 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:

RP A02600060020 A
LOT 2 BLK 6
SAGEWOOD SUB
SEC 25 T5N R45E

SEE PAGE 2 FOR ADDRESS(ES) NOTICE(S) WERE MAILED TO.

A copy of said return is attached hereto as Exhibit(s) A1 – A2 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 undelivered is attached hereto as Exhibit(s) _____.

☒ c. Said Notice was served by publishing a copy thereof in the TETON VALLEY NEWS for four (4) consecutive weeks, beginning on MAY 21, 2015, and ending on JUNE 11, 2015. A copy of Affidavit of Publication is attached hereto as Exhibit(s) B1 – B5.

☒ d. All other Notices have been given as required by law.

3. That copies of said Notices are attached as Exhibit(s) C1, C2, and that the total amount of unpaid taxes, penalty, interest, and cost up to the date of hearing is $ 491.59. Exhibit D1 – D11.

Beverly Palm
County Treasurer and Ex-officio, Tax Collector for Teton County, State of Idaho

On this 6th day of July of the year 2015, before me, Julie A. Wenger, in and for said Teton County, State of Idaho, personally appeared Beverly Palm 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 Beverly Palm 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.

Notary Public

JULIE A. WENGER
NOTARY PUBLIC
STATE OF IDAHO

Residing at: Victor

Commission Expires: 11/25/2019

ADDRESSES NOTICES WERE MAILED TO

JOHN WINGER
994 SOUTH 100 WEST
VICTOR, ID 83455

JT INC
PO BOX 2085
EAGLE, ID 83616

RP Acc 6000650 A
Compliance Corp

Litigation Guarantee

Policy No. 72021-44661100

SUBJECT TO THE LIMITATIONS CONTAINED HEREIN, 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

CHICAGO TITLE INSURANCE COMPANY

a corporation, herein called the Company
GUARANTEES

the Assured named in Schedule A against loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, as of Date of Guarantee shown in Schedule A:

1. The title to the herein described estate or interest is vested in the vestee named in Schedule A.
2. Except for the matters shown in Schedule B, there are no defects, liens, encumbrances or other matters affecting title to the estate or interest in the land shown in Schedule A, which matters are not necessarily shown in the order of their priority.
3. (a) The current interest holders claiming some right, title or interest by reason of the matters shown in Part II of Schedule B are shown therein. The vestee named in Schedule A and parties claiming to have some right, title or interest by reason of the matters shown in Part II of Schedule B may be necessary parties defendant in an action, the nature of which is referred to in Schedule A.

   (b) The current interest holders claiming some right, title or interest by reason of the matters shown in Part I of Schedule B may also be necessary parties defendant in an action, the nature of which is referred to in Schedule a. However, no assurance is given hereby as to those current interest holders.
4. The return address for mailing after recording, if any, as shown on each and every document referred to in Part II of schedule B by specific recording information, and as shown on the document(s) vesting title as shown in Schedule A are as shown in Schedule C.

THIS LITIGATION GUARANTEE IS FURNISHED SOLELY FOR THE PURPOSE OF FACILITATING THE FILING OF THE ACTION REFERRED TO IN SCHEDULE A. IT SHALL NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSE.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this Guarantee to be signed and sealed as of the date of policy shown in Schedule A, the Guarantee to become valid when countersigned by an authorized signatory.

Issued by:
Issued through the Office of:
Alliance Title & Escrow Corp. EIP
130 E Main St.
Rexburg, ID 83440
(208) 356-9323 Fax No. (208) 356-9325

CHICAGO TITLE INSURANCE COMPANY

By:

ATTEST President

Secretary

Countersigned: _____
Authorized Signature
(Please Print Name Below)
Becky Loomis

EX. D4

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
   (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
   (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
   (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
   (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
   (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the validity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
   (c) The identity of any party shown or referred to in Schedule A.
   (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in the Guarantee mean:

(a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.

(b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.

(c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

(e) "date": the effective date.

2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED CLAIMANT.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. NO DUTY TO DEFEND OR PROSECUTE.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED CLAIMANT TO COOPERATE.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

(a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph it shall do so diligently

(b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

(c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

EX·D5

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudice by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY.

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

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 or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

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, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. DETERMINATION AND EXTENT OF LIABILITY.

This Guarantee is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

(a) the amount of liability stated in Schedule A or in Part 2;

(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 or these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to an defect, lien or encumbrance assured against by this Guarantee.

8. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

Ex. D6

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. PAYMENT OF LOSS.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. SUBROGATON UPON PAYMENT OR SETTLEMENT.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assure claimant.

The Company 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 the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not full cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. ARBITRATION.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the company in connection with its issuance of the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is $1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of $1,000,000 shall be arbitrable only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRANCT.

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at:

CHICAGO TITLE INSURANCE COMPANY
Claims Department
P.O. Box 45023
Jacksonville, FL 32232-5023

EX. D7

LITIGATION GUARANTEE

Issued by:

Chicago Title Insurance Company

SCHEDULE A

Order No.: 268000 Liability: $105.42 Fee: $200.00

Guarantee No.: 72021-44661100

Effective Date: March 25, 2015 at 7:30 A.M.

1. Name of Assured:

   Teton County Treasurer

2. This litigation Guarantee is furnished solely for the purpose of facilitating the filing of an action to:
   Judicially foreclose the Taxes shown in schedule B as exception Number 13

3. The estate or interest in the Land which is covered by this Guarantee is:
   FEE SIMPLE

4. Title to the estate or interest is vested in:
   JT Inc., an Idaho corporation

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

Lot 2, Block 6, Sagewood Subdivision, as shown on the final plat thereof, recorded February 10, 2005, as Instrument No. 166292, records of Teton County, Idaho.

END OF SCHEDULE A

Ex. D8

SCHEDULE B

Order No.: 268000
LG No.: 72021-44661100

Defects, liens, encumbrances or other matters affecting title:

Part I

1. General Taxes for the year 2012, a Lien, are all delinquent
   Parcel No.: RP A02600060020 A
   In the original amount of: $113.52
2. General Taxes for the year 2013, a Lien, are all delinquent
   Parcel No.: RP A02600060020 A
   In the original amount of: $128.24
3. General Taxes for the year 2014, a Lien, the first half is delinquent and the second half is now due and payable.
   Parcel No.: RP A02600060020 A.
   In the original amount of: $87.88.
4. Taxes, including any assessments collected therewith, for the year 2015 which are a lien not yet due and payable.
5. Special assessments, if any, for the City of Driggs.
6. Levies and assessments of the Fremont Madison Irrigation District, and the rights, powers and easements of said district as by law provided.
7. Levies and assessments of the Grand Teton Canal Company, Ltd., and the rights, powers and easements of said district as by law provided.
8. Liens, levies and assessments of the Sagewood Homeowners Association, LLC.
9. Easements, reservations, notes and/or dedications as shown on the official plat of Sagewood Subdivision
10. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
    Recorded: July 6, 2005
    Instrument No.: 169221

    Modification(s) of said covenants, conditions and restrictions
    Recorded: January 17, 2006
    Instrument No: 174050

    Further modifications of said covenants, conditions and restrictions
    Recorded: August 27, 2008
    Instrument No.: 199763

Ex. D9

11. Terms, provisions, covenants, conditions, definitions, options, obligations and restrictions, contained in a document
    Recorded: July 6, 2005
    Instrument No.: 169222

12. Agreement and the terms and conditions contained therein
    Between: City of Driggs
    And: Sagewood, LLC
    Purpose: Development Agreement
    Recorded: October 14, 2004
    Instrument No.: 164018

Part II

13. General Taxes for the year 2011, a Lien, are all delinquent
    Parcel No.: RP A02600060020 A
    In the original amount of: $105.42

14. A Deed of Trust to secure an indebtedness in the amount shown below.
    Amount: $60,000.00
    Trustor/Grantor: JT Inc., an Idaho Corporation
    Trustee: Teton County title, LLC
    Beneficiary: John Winger
    Dated: April 10, 2009
    Recorded: April 16, 2009
    Instrument No.: 204083
    Affects: Includes this and other property.

    Note No. 1: In the event this transaction fails to close and this commitment is cancelled a fee will be charged complying with the state insurance code.

    Note No. 2: According to the available County Assessor's Office records, the purported address of said land is:
    175 Mountain Ash Place, Driggs, ID 83422

END OF SCHEDULE B

EX. D10

SCHEDULE C

Paragraph No.	Recording Information	Mailing Address
Schedule A		JT, Inc. 175 Mountain Ash Place Driggs, Idaho 83422
Schedule A		JT, Inc. PO Box 2085 Eagle, Idaho 83616
Schedule A		JT, Inc. c/o Travis Thompson 287 E. Woodlander Eagle, Idaho 83616
Schedule A		JT, Inc. PO Box 408 Victor, Idaho 83455
14	204083	John Winger 994 South 100 West Victor, Idaho 83455
14	204083	Teton County Title 65 Main Street Driggs, Idaho 83422

END OF SCHEDULE C

Countersigned:

_____

Authorized Signature

Ex. D11