



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 official 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							
	<i>887 Booshway Street</i>							
#2	RPA0044400137BA	1409.21	357.94	10.00	114.00		107.14	1998.29
	Lot 137B Shoshoni Planes IV SEC 24 & 25 T5N R45E							
	<i>907 Booshway Street</i>							
	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							
	<i>185 Mountain Ash Place</i>							
#4	RPA02600060020A	903.90	338.47	10.00	114.00		107.14	1473.51
	Lot 2 BLK 6 Sagewood Sub SEC 25 T5N R45E							
	<i>175 Mountain Ash</i>							
	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							
	<i>22 Rammell Road</i>							
	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							
	<i>9560 River Rim Ranch</i>							
#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							
	<i>9919 West Rim Place</i>							

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:

OSAGIA LLC
7475 SOUTH BRIGHTON COURT
TWIN CREEK, AZ 85142

OSAGIA LLC
1214 N 70 E
AMERICAN FORK, UT 84003

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:

RP002200070050A

LOT 5 BLK 7
TETON SPRINGS GLF & CSTNG CLUB
PHASE 1
SEC 14 & 23 T3N R45E

Instrument # 237207

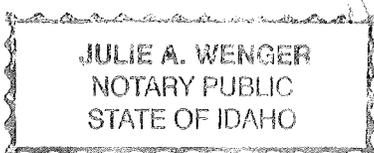
TETON COUNTY, IDAHO
7-13-2015 03:20:00 PM No. of Pages: 1
Recorded for : TETON COUNTY TREASURER
MARY LOU HANSEN Fee: 0.00
Ex-Officio Recorder Deputy JW
Index to: TAX DEED

Date July 13, 2015

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, 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
Residing at: Victor
Commission Expires: 11/25/2019

AFFIDAVIT OF COMPLIANCE
For 2011 Delinquent Taxes

STATE OF IDAHO)
) ss,
TETON COUNTY)

Instrument # 237168
TETON COUNTY, IDAHO
7-8-2015 02:38:00 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

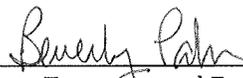
BEVERLY PALM, County Treasurer and Tax collector being first duly sworn, deposes and says as follows:

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 28, 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 002200070050A
LOT 5 BLK 7
TETON SPRINGS GLF & CSTNG CLUB
PHASE 1
SEC 14 & 23 T3N R45E

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

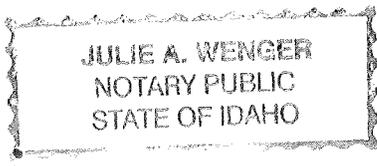
- A copy of said return is attached hereto as Exhibit(s) A-1 - A-2 and hereby incorporated by reference herein.
- b. Said Notice was returned undelivered and after reasonable and diligent search and inquiry by affiant the record owner or owners of the above described property was not found. A copy of said return showing undelivered is attached hereto as Exhibit(s) A-3.
 - 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) B-1 - B-5.
 - d. All other Notices have been given as required by law.
3. That copies of said Notices are attached as Exhibit(s) C-1, C-2, and that the total amount of unpaid taxes, penalty, interest, and cost up to the date of hearing is \$ 1224.72. Exhibit D-1 - D-10.



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
Residing at: Victor
Commission Expires: 11/25/2019

ADDRESSES NOTICES WERE MAILED TO

TETON SPRINGS HOMEOWNERS ASSOCIATION
PO BOX 2282
JACKSON, WY 83001

OSAGIA LLC
7475 SOUTH BRIGHTON COURT
TWIN CREK, AZ 85142

OSAGIA LLC
1214 N 70 E
AMERICAN FORK, UT 84003

RP0022.00070030A



First American Title Company
81 North Main Street/P. O. Box 42
Driggs, ID 83422
Phone: (208)354-2771 / Fax: (208)354-8825

PR: AFFGRP

Ofc: 14 (4135)

Final Invoice

To: Teton County
150 Courthouse Drive
Driggs, ID 83422

Invoice No.: 4135 - 141004350
Date: 04/09/2015
Our File No.: 542021-T
Title Officer: Chris Moss
Escrow Officer:
Customer ID: TC13

Attention:

Your Reference No.:

RE: Property:
22 Rammell Road, Victor, ID 83455

Liability Amounts
Owners:
Lenders:

Buyers: Osagia, LLC
Sellers:

Description of Charge	Invoice Amount
Guarantee-Litigation Guarantee	\$200.00
INVOICE TOTAL	\$200.00

Comments:

Thank you for your business!

*To assure proper credit, please send a copy of this Invoice and Payment to:
Attention: Accounts Receivable Department*

exhibit D-3

Rf0000007000A



Litigation Guarantee

ZB08023038

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,

1. The title to the herein described estate or interest was vested in the vestee named, subject to the matters shown as Exceptions herein, 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.

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

Robert H. Stillman

Authorized Signature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 321-1111

By *Mark A. Bibeau* President

Attest *David Wold* Secretary

exhibit D-4

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: \$ 806.66

GUARANTEE NO.: ZB 08023038

FEE: \$ 200.00

ORDER NO.: 542021-T

REFERENCE NO.:

1. Name of Assured:
Teton County Treasurer
2. Date of Guarantee: April 02, 2015 at 7:30 A.M.
3. This Litigation Guarantee is furnished solely for the purpose of facilitating the filing of an action to Delinquent 2011 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:
Osagia, LLC, a Utah limited liability company
6. The Land referred to in this Guarantee is described as follows:
LOT 5, BLOCK 7, TETON SPRINGS GOLF AND CASTING CLUB, PHASE I, TETON COUNTY, IDAHO, AS THE SAME APPEARS ON THE OFFICIAL PLAT THEREOF RECORDED FEBRUARY 13, 2001 AS INSTRUMENT NO. 141372.

D-6

SCHEDULE B

Defects, liens, encumbrances or other matters affecting title:

1. 2015 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 2014 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
2011	\$605.64	\$-0-	RP002200070050A
2012	\$641.90	\$-0-	RP002200070050A
2013	\$709.08	\$-0-	RP002200070050A
2014	\$933.80	\$-0-	RP002200070050A

Homeowners Exemption is not in effect for 2014.
Circuit breaker is not in effect for 2014.

2. Reservations in Warranty Deeds, recorded April 1, 1975, Recorder's No. 75372 and 75374, Records of Teton County, Idaho.
3. Subject to the Reservations and provisions as disclosed in Warranty Deeds recorded October 27, 2000, Recorder's No.'s 139991 & 139992, records of Teton County, Idaho.
4. 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, recorded February 13, 2001, as instrument number 141372, and recorded February 13, 2008, as Instrument No. 195405, 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).
5. Covenants, Conditions and Restrictions recorded as Instrument No., 143817, 153032, 155950, 167362 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).
6. Electric line right-of-way easement granted by Teton Springs LLC to Fall River Rural Electric Cooperative, Inc.; Recorded December 7, 2001, Recorder's No.'s 145630 & 145631, records of Teton County, Idaho.
7. Agreement for electrical service between Teton Springs LLC, and Fall River Rural Electric Cooperative, Inc., Recorded December 7, 2001, Recorder's No. 145661 & 145662, records of Teton County, Idaho.

8. Terms, conditions and provisions of Development Agreement For Teton Springs Subdivision Phase I, recorded February 13, 2001, as Instrument No. 141373, records of Teton County, Idaho. AMENDMENT recorded February 12, 2003 as Instrument No. 153031. AMENDMENT recorded July 14, 2003, as Instrument No. 155950, records of Teton County, Idaho. AMENDMENT recorded April 11, 2005 as Instrument No. 167362.
9. Notice of Teton Springs Foundation contribution, recorded July 14, 2003, as Instrument No.155948.
10. Declaration of golf course play and operational easement, recorded July 14, 2003, as Instrument No. 155949.
11. Electric line right-of-way easement granted by Osagia/Aaron Peterson, to Fall River Rural Electric Cooperative, Inc., recorded March 27, 2007 recorder's No. 185493, records of Teton County, ID.
12. Agreement for electrical service between Osagia/Aaron Peterson, and Fall River Rural Electric Cooperative, Inc., recorded March 8, 2007 recorder's No. 185688 records of Teton County, ID.
13. Claim of lien.
Claimant: Teton Springs Homeowners Association
Amount: \$ 1,140.00
For: Late HOA Liens
Recorded: March 2, 2011, as Instrument No. 215971.

SCHEDULE C

Addresses

Paragraph Number: **5 Scheduel A**
Recording Information: **Warranty Deed recorded June 5, 2008, as Instrument No. 198039**
Name and Mailing Address: **Osagia, LLC, a Utah limited liability company
1214 N 70 East, American Fork, UT 84003**

Paragraph Number: **13 Scheduel B**
Recording Information: **Claim of Lien recorded March 2, 2011, as Instrument No.
215971**
Name and Mailing Address: **Teton Springs Homeowners Association
Po Box 2282, Jackson, WY 83001**

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.