

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:

HOOPES, ROGER J
P O BOX 485
REXBURG, ID 83440

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:

RP003270090250A

LOT 25 BLK 9
RIVER RIM DIV II PHASE I
T6N R44E SEC 4-10, 15-22 & 29

Instrument # 237214

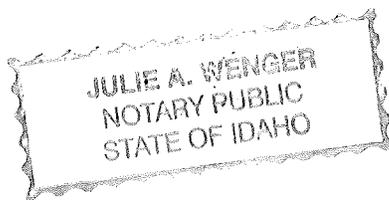
TETON COUNTY, IDAHO
7-13-2015 03:26:00 PM No. of Pages: 1
Recorded for : TETON COUNTY TREASURER
MARY LOU HANSEN Fee: 0.00
Ex-Officio Recorder Deputy [Signature]
Index to: TAX DEED

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

AFFIDAVIT OF COMPLIANCE

For 2011 Delinquent Taxes

STATE OF IDAHO)
) ss,
TETON COUNTY)

Instrument # 237161
TETON COUNTY, IDAHO
7-8-2015 02:32:00 PM No. of Pages: 50
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 003270090250 A
LOT 25 BLK 9
RIVER RIM DIV II PHASE I
T6N R44E SEC 4-10, 15-22 &29

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

- A copy of said return is attached hereto as Exhibit(s) A1 - A18, A21 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) A19 - A20.
- 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 \$ 8399.60, Exhibit D1 - D20.

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.

Julie A. Wenger
Notary Public
Residing at: Victor
Commission Expires: 11/25/2019

JULIE A. WENGER
NOTARY PUBLIC
STATE OF IDAHO

ADDRESSES NOTICES WERE MAILED TO

MICHAEL W BROWN
BEARD ST CLAIR GAFFNEY PA
ATTORNEY FOR KANDLER FARMS INC
520 FIRST AMERICAN CIRCLE
REXBURG, ID 83340

RANDALL & DANSKIN, P.S.
ATTN: DOUGLAS SIDDLWAY & LAUREL SIDDOWNAY
ATTORNEYS FOR KANDLER FARMS, INC
601 WEST RIVERSIDE AVE, SUITE 1500
SPOKANE, WA 92201

HOOPEES FARMS, INC
PO BOX 240
TETONIA, ID 83452

HOOPEES FARMS, LLC
ROGER J HOOPEES MBR
PO BOX 240
TETONIA, ID 83452

ROGER J HOOPEES
PO BOX 485
REXBURG, ID 83440

ROGER & DANA HOOPEES
RJ HOOPEES LAW OFFICE
PO BOX 240
TETONIA, ID 83452

IDAHO STATE TAX COMMISSION
150 SHOUP AVENUE SUITE # 16
IDAHO FALLS, ID 83402-3657

SMITH, DRISCOLL & ASSOCIATES, PLLC
BRYAN N ZOLLINGER
ATTORNEY FOR CREDIT BUREAU OF EASTERN IDAHO
PO BOX 50731
IDAHO FALLS, ID 83405

INDUSTRIAL COMMISSION, STATE OF IDAHO
BLAIR D JAYNES & DAVID B YOUNG
DEPUTY ATTORNEYS GENERAL
700 S CLEARWATER LANE
PO BOX 83720
BOISE, ID 83720-0041

CAMPOS LAW
CHAD A CAMPOS
ATTORNEY FOR VALLEY AGRONOMICS, LLC
591 PARK AVE, STE 303
IDAHO FALLS, ID 83402

MEACHAM & DUSTIN, PLLC
GREGORY P MEACHAM
MICHAEL G DUSTON
ATTORNEYS FOR MAUGHAN FARMS, INC
2000 JENNIE LEE DRIVE
IDAHO FALLS, ID 83404

RACINE, OLSON, NYE, BUDGE & BAILEY, CHARTERED
ATTN: FREDERICK J HAHN, III & AARON CRARY
ATTORNEYS FOR VI-CORE, LLC
P O BOX 50698
IDAHO FALLS, ID 83405

GOICOECHEA LAW OFFICE, LLP
CRIAG M YOUNG, DEQ
ATTORNEY FOR JOEL PINON-MEDINA
PO BOX 287
LEWISTON, ID 83501

KEY BANK
15 NORTH MAIN STREET
DRIGGS, ID 83422

E BRENT & LETA HOOPEES
PO BOX 120
TETONIA, ID 83452

WEST RIM, LLC
MICHAEL E POTTER
26 SHAWNEE WAY, SUITE D
BOZEMAN, MT 59715

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
OGDEN, UT 84401

RISCH PISCA, PLLC
ATTORNEYS AT LAW
ATTN: JASON S RISCH
407 WEST JEFFERSON STREET
BOISE, ID 83702-6012

LAW OFFICES OF BOHRNSEN & STOWE, PS
ATTN: ANDREW C BOHRNSEN
ATTORNEY FOR MAUGHAN FARMS, INC
300 HUTTON BUILDING
9 SOUTH WASHINGTON
SPOKANE, WA 99201

KANDLER FARMS, INC
PO BOX 755
ASHTON, ID 83420

RANDALL & DANSKIN, P.S.
ATTN: DOUGLAS SIDDOWNAY
& LAUREL SIDDOWNAY
ATTORNEYS FOR KANDLER FARMS, INC
601 WEST RIVERSIDE AVE, SUITE 1500
SPOKANE, WA 99201



Litigation Guarantee

ZB-08023797

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

- 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:
Teton County Title, LLC
65 South Main Street
Driggs, ID 83422
(208) 354-5050

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


Authorized Countersignature

By  President
Attest  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.

LITIGATION GUARANTEE

SCHEDULE A

Order Number: 70024

Guarantee No.: ZB 08023797

Liability: \$5,464.58

Fee: \$200.00

1. Name of Assured:

Teton County Treasurer

2. Date of Guarantee:

April 1, 2015

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

General taxes for the year 2011, a lien in the amount of \$5,464.58 of which the first and second installments are DELINQUENT with interest and penalties due.

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:

Roger J. Hoopes and Dana L Hoopes, husband and wife, and E. Brent Hoopes and Leta M Hoopes, husband and wife

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

Block 9 Lot 25 of River Rim Ranch Division II, Phase I, an Idaho Planned Unit Development, Teton County, Idaho as the same appears on the official plat thereof recorded on September 8, 2006 as Instrument Number 180225

SCHEDULE B
PART I

Order Number: 70024

Guarantee No: ZB 08023797

Defects, liens, encumbrances or other matters affecting title:

1. General taxes for the year 2012, a lien in the amount of \$1,296.74, of which the first and second installments are DELINQUENT with interest and penalties due. (Parcel No. RP 003270090250 A)

General taxes for the year 2013, a lien in the amount of \$1,225.58, of which the first and second installments are DELINQUENT with interest and penalties due. (Parcel No. RP 003270090250 A)

General taxes for the year 2014, a lien in the amount of \$1,275.62, of which the first installment is DELINQUENT with interest and penalties due and the second installment is DUE on or before June 20, 2015. (Parcel No. RP 003270090250 A).

Homeowners Exemption IS in effect for tax year 2014.
Circuit breaker IS NOT in effect for tax year 2014.

2. Levies and Assessments of River Rim Ranch Homeowners Association. No search has been made.

3. The land is in the Fremont-Madison Irrigation District and is subject to the payment of taxes or assessments levied by said district. No search has been made.

4. The land is in the Teton Pipeline Association, Inc. district and is subject to the payment of taxes or assessments levied by said district. No search has been made.

5. Terms, conditions, and provisions of Pole Line Easement by and between J.C. Hoopes and Ivy Hoopes and Utah Power & Light Company, recorded February 20, 1948 as Instrument No. 44658, records of Teton County, Idaho.

6. Terms, conditions, and provisions of Pole Line Easement by and between John C. Hoopes and Ivey B. Hoopes and Utah Power & Light Company, recorded December 24, 1949 as Instrument No. 47239, records of Teton County, Idaho.

7. Terms, conditions, and provisions of Easement No. 976 by and between the State of Idaho and J.C. Hoopes and Ivy B. Hoopes and Utah Power & Light Company, recorded December 4, 1950 as Instrument No. 48388, records of Teton County, Idaho.

8. Terms, conditions, and provisions of Easement No. 978 by and between the State of Idaho and Utah Power & Light Company, recorded January 4, 1951 as Instrument No. 48530, records of Teton County, Idaho.

LITIGATION GUARANTEE

9. Provisions of Section 47-701 Idaho Code, reservation to the State of all Mineral rights in the State of Idaho Deed(s) recorded as Instrument No(s) 61429, 64422, 64423, 64661, and 69179, records of Teton County, Idaho. The Company makes no representation as to the present ownership of this interest.

10. Home Equity Line Deed of Trust from Roger J Hoopes and Dana L Hoopes to Alliance Title and Escrow Corp as Trustee for the benefit of KeyBank National Association securing a note in the original principal sum of \$90,000.00 and other obligations described therein, recorded July 16, 1997 as Instrument No. 127705, records of Teton County, Idaho.

Resignation of Trustee, recorded April 16, 2001 as Instrument No. 142052, records of Teton County, Idaho.

Appointment of Successor Trustee, recorded April 16, 2001 as Instrument No. 142053, records of Teton County, Idaho.

Notice of Default, recorded April 16, 2001 as Instrument No. 142054, records of Teton County, Idaho.

Rescission of Notice of Default, recorded June 12, 2001 as Instrument No. 142958, records of Teton County, Idaho.

11. Facts evidenced by that certain Boundary Survey Hoopes Property, recorded February 14, 2003, as Instrument No. 153049, records of Teton County, Idaho.

12. Terms, conditions, and provisions as set out in Order of Inclusion In the Matter of the Annexation of Certain Lands to the Fremont-Madison Irrigation District, recorded November 25, 2003 as Instrument No. 158668, records of Teton County, Idaho.

13. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens (provisions, if any, based on race, color, religion, or national origin are omitted) provided in the Covenants, Conditions and Restrictions of River Rim Ranch Planned Unit Development, recorded May 11, 2004, as Instrument No. 161134, records of Teton County, Idaho.

First Amendment to Master Declaration of Covenants, Conditions, and Restrictions and Design Guidelines and Regulations for River Rim Ranch Planned Unit Development, recorded September 8, 2006 as Instrument No. 180228, records of Teton County, Idaho.

Second Amendment to Master Declaration of Covenants, Conditions, and Restrictions for River Rim Ranch Planned Unit Development Division I and Division II, recorded February 12, 2007 as Instrument No. 184971, records of Teton County, Idaho

Second Amendment to Master Development Guidelines and Regulations for River Rim Ranch Planned Unit Development Division I and Division II, recorded February 12, 2007 as Instrument No. 184972, records of Teton County, Idaho.

Third Amendment to Master Declaration of Covenants, Conditions, and Restrictions for River

LITIGATION GUARANTEE

Rim Ranch Planned Unit Development Division I and Division II, recorded May 6, 2010 as Instrument No. 211073, records of Teton County, Idaho.

Terms, conditions, and provisions as set out in Assignment of Declarant Rights for River Rim Ranch between West Rim, LLC, and Big Sky Western Bank, recorded September 29, 2010 as Instrument No. 213463, records of Teton County, Idaho.

Fourth Amendment to Master Declaration of Covenants, Conditions, and Restrictions for River Rim Ranch Planned Unit Development Division I and Division II, recorded September 29, 2010 as Instrument No. 213464, records of Teton County, Idaho.

Supplement to Fourth Amendment to Master Declaration of Covenants, Conditions, and Restrictions for River Rim Ranch, recorded September 29, 2010 as Instrument No. 213465, records of Teton County, Idaho.

Amended and Restated Supplement to Fourth Amendment to Master Declaration of Covenants, Conditions, and Restrictions for River Rim Ranch, recorded November 29, 2010 as Instrument No. 214487, records of Teton County, Idaho.

Terms, conditions, and provisions as set out in Assignment of Declarant Rights for River Rim Ranch between Big Sky Western Bank and GBCI Other Real Estate, LLC, recorded September 3, 2014 as Instrument No. 233660, records of Teton County, Idaho.

Second Supplement to Fourth Amendment to Master Declaration of Covenants, Conditions, and Restrictions for River Rim Ranch, recorded January 6, 2012 as Instrument No. 220365, records of Teton County, Idaho.

Third Supplement to Fourth Amendment to Master Declaration of Covenants, Conditions, and Restrictions for River Rim Ranch, recorded June 7, 2012 as Instrument No. 222479, records of Teton County, Idaho.

Fourth Supplement to Fourth Amendment to Master Declaration of Covenants, Conditions, and Restrictions for River Rim Ranch, recorded November 1, 2012 as Instrument No. 224816, records of Teton County, Idaho.

Fifth Supplement to Fourth Amendment to Master Declaration of Covenants, Conditions, and Restrictions for River Rim Ranch, recorded December 18, 2012 as Instrument No. 225531, records of Teton County, Idaho.

Sixth Supplement to Fourth Amendment to Master Declaration of Covenants, Conditions, and Restrictions for River Rim Ranch, recorded September 3, 2014 as Instrument No. 233661, records of Teton County, Idaho.

14. Terms, conditions, and provisions as set out in Memorandum of Real Property Option Agreement between E Brent Hoopes and Leta M Hoopes, and Roger J Hoopes and Dana L Hoopes and West Rim, LLC, recorded December 8, 2005 as Instrument No. 173313, records of Teton County, Idaho.

LITIGATION GUARANTEE

15. Facts evidenced by that certain Record of Survey & Easements, recorded February 22, 2006 as Instrument No. 174951, records of Teton County, Idaho.

16. Terms, conditions, and provisions as set out in Memorandum of Understanding between West Rim, LLC and Mark R. Ricks and Triple R. Ranch, Inc., recorded February 22, 2006 as Instrument No. 174950, records of Teton County, Idaho.

17. Terms, conditions, and provisions as set out in Memorandum of Understanding for Easement Agreement between West Rim, LLC and Stephen W. Hoopes Farms, recorded August 11, 2006 as Instrument No. 179377, records of Teton County, Idaho.

18. Terms, conditions, and provisions as set out in Water Diversion and Easement Agreement, between Triple R Ranch, Inc. and Big Sky Western Bank, recorded July 26, 2010 as Instrument No. 212299, records of Teton County, Idaho.

Amended and Restated Water Diversion and Easement Agreement, between Triple R Ranch, Inc., Circle Dot Land, LLC, and Big Sky Western Bank, recorded September 29, 2010 as Instrument No. 213467, records of Teton County, Idaho.

Assignment between Big Sky Western Bank and River Rim Ranch Owners Association, Inc. recorded November 3, 2014 as Instrument No. 234400, records of Teton County, Idaho.

19. Terms, conditions, and provisions as set out in Development Agreement for River Rim Ranch – Division II Planned Unit Development between West Rim, LLC and Teton County, Idaho, recorded August 7, 2006 as Instrument No. 179247, records of Teton County, Idaho.

Terms, conditions, and provisions as set out in Letter of Agreement between County Commissioners and West Rim, LLC, recorded June 26, 2008 as Instrument No. 198439, records of Teton County, Idaho.

Amendment to Recorded Development Agreement for River Rim Ranch – Division II Planned Unit Development, recorded December 13, 2011 as Instrument No. 220042, records of Teton County, Idaho.

Administrative Amendment to Development Agreement for River Rim Ranch – Division II Planned Unit Development, recorded May 17, 2012 as Instrument No. 222136, records of Teton County, Idaho.

Administrative Amendment to Development Agreement for River Rim Ranch – Division II Planned Unit Development, recorded December 14, 2012 as Instrument No. 225471, records of Teton County, Idaho.

Amended and Restated Development Agreement for River Rim Ranch Division II – Planned Unit Development, recorded February 7, 2014 as Instrument No. 231392, records of Teton County, Idaho.

20. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded River Rim Ranch Master

LITIGATION GUARANTEE

Plat- Division II Planned Unit Development, recorded September 8, 2006 as Instrument No. 180225, records of Teton County, Idaho, but deleting any covenant, conditions 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 USC3604(c).

River Rim P.U.D. Division II, Phase I Amendment #1 (to Instrument # 180225), recorded April 13, 2007 as Instrument No. 186667, records of Teton County, Idaho.

River Rim Ranch – Planned Unit Development Amended Master Plan – Amendment #2 to Instruments # 180225 and #186667, recorded July 21, 2008 as Instrument No. 198983, records of Teton County, Idaho.

River Rim Ranch P.U.D. Division II Phase I Correction Plat (to Instrument # 186667), recorded October 3, 2007 as Instrument No. 192110, records of Teton County, Idaho. (Block 5)

River Rim Ranch P.U.D. Master Plan, Amendment No. 3 to Instruments # 186667, and #198983, recorded June 5, 2012 as Instrument No. 222435, records of Teton County, Idaho

River Rim Ranch P.U.D. Master Plan, Amendment No. 4 to Instruments # 186667, 198983, and 222435, recorded December 14, 2012 as Instrument No. 225470, records of Teton County, Idaho.

River Rim Ranch P.U.D. Amendment No. 5 Division II Phase I to Instruments #186667, #198983, #222435 and #225470, recorded February 7, 2014 as Instrument No. 231394, records of Teton County, Idaho.

River Rim Ranch P.U.D. Amendment No. 6 Division II Phase I to Instruments #186667, #198983, #222435, #225470, and #231394, recorded March 10, 2015 as Instrument No. 235774, records of Teton County, Idaho.

21. Terms, conditions and provisions of Notice of River Rim Ranch Foundation Contribution, recorded September 8, 2006 as Instrument No. 180226, records of Teton County, Idaho.

22. Terms, conditions, and provisions of Declaration of Golf Course Play and Operational Easement, recorded September 8, 2006 as Instrument No. 180227, records of Teton County, Idaho.

23. Terms, conditions, and provisions as set out in Warranty Deed between West Rim, LLC and Roger Hoopes, recorded November 30, 2006 as Instrument No. 183066, records of Teton County, Idaho.

24. Terms, conditions and provisions of Agreement for Electric Service (Subdivision/ Development) by and between Fall River Rural Electric Cooperative, Inc., and River Rim Ranch, recorded June 20, 2007 as Instrument No. 188763, records of Teton County, Idaho.

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25. Terms, conditions and provisions as set out in General Information Disclosure West Rim Area Homesites River Rim Ranch Teton Valley Idaho, recorded August 7, 2007 as Instrument No. 190411, records of Teton County, Idaho.

26. Final Judgment Against Hoopes Farms, Inc. and Roger J. Hoopes, Case No. CV 05-284, in favor of Kandler Farms, Inc. against Hoopes Farms, Inc. and Roger J. Hoopes in the amount of \$444,382.72, recorded August 25, 2008 as Instrument No. 199697, records of Teton County, Idaho.

Order for Renewed Judgment, Case No. CV 05-284 in favor of Kandler Farms, Inc. against Roger Hoopes and Hoopes Farms, Inc., recorded January 7, 2013 as Instrument No. 225856, records of Teton County, Idaho.

27. Electric Line Right of Way Easement, including the terms, conditions, and provisions thereof in favor of Fall River Rural Electric Cooperative, Inc., recorded December 4, 2007 as Instrument No. 193724, records of Teton County, Idaho.

28. Terms, conditions, and provisions of Agreement for Electric Service – Residential by and between Fall River Rural Electric Cooperative, Inc., and Roger Hoopes, recorded December 7, 2007 as Instrument No. 193882, records of Teton County, Idaho.

29. Order of Default, Case No. 07-276 in favor of Maughan Farms, Inc. against Ehco Farms, Inc., R.J. Hoopes and Dana Hoopes, husband and wife; Tyler Hoopes and Jane Doe Hoopes, husband and wife, jointly and severally, in the amount of \$172,360.43, recorded September 30, 2008 as Instrument No. 200374, records of Teton County, Idaho.

Abstract of Judgment, Case No. CV 07-276 in favor of Maughan Farms, Inc., against Ehco Farms, Inc., R.J. Hoopes and Dana Hoopes, husband and wife; Tyler Hoopes and Jane Doe Hoopes, husband and wife, in the amount of \$173,110.43, recorded December 1, 2008 as Instrument No. 201515, records of Teton County, Idaho.

Partial Satisfaction of Judgment, Partial Release of Judgment, Case No. CV 07-276, recorded June 29, 2011 as Instrument No. 217659, records of Teton County, Idaho.

Abstract of Judgment, Case No. CV 07-276 in favor of Maughan Farms, Inc., against Ehco Farms, Inc., R.J. Hoopes and Dana Hoopes, husband and wife; Tyler Hoopes and Jane Doe Hoopes, husband and wife in the amount of \$97,775.22, recorded December 30, 2013 as Instrument No. 230964, records of Teton County, Idaho.

30. Terms, conditions, and provisions as set out in Fire Protection Agreement for : Milk Creek Estates, between Jack and Lorna Hoopes and West Rim, LLC, recorded August 3, 2009 as Instrument No. 206191, records of Teton County, Idaho.

Termination of Memorandum of Understanding and Fire Protection Agreement between John Clint (Jack) Hoopes and Lorna Hoopes and Big Sky Western Bank, recorded January 6, 2012 as Instrument No. 220361, records of Teton County, Idaho.

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31. Terms, conditions, and provisions of Bylaws of River Rim Ranch Owners' Association, Incorporated, recorded January 15, 2010 as Instrument No. 209216, records of Teton County, Idaho.

32. Abstract of Judgment, Case No. 10-6340 in favor of Valley Agronomics, LLC against Hoopes Farms, LLC, Tyler Hoopes, an individual, and Roger Hoopes, an individual, in the amount of \$17,111.18, recorded January 6, 2011 as Instrument No. 215148, records of Teton County, Idaho.

33. Judgment, Case No. CV 11-305 in favor of State of Idaho, Industrial Commission against John Tyler Hoopes and Roger J. Hoopes, dba Hoopes Farms, LLC, in the amount of \$7,375.00, recorded September 13, 2011 as Instrument No. 218623, records of Teton County, Idaho.

34. Terms, conditions, and provisions of Memorandum of Understanding between West Rim, LLC and John Clint (Jack) and Lorna Hoopes, recorded October 31, 2011 as Instrument No. 219389, records of Teton County, Idaho.

35. Terms, conditions, and provisions of Water Diversion and Easement Agreement between Big Sky Western Bank and John Clint (Jack) Hoopes and Lorna Hoopes, recorded January 6, 2012 as Instrument No. 220363, records of Teton County, Idaho.

Amended and Restated Water Diversion and Easement Agreement between Big Sky Western Bank, Teton River Farms, LLC, and John Clint (Jack) Hoopes and Lorna Hoopes, recorded June 7, 2012 as Instrument No. 222481, records of Teton County, Idaho.

36. Abstract of Judgment, Case No. CV 12-207, in favor of Vi-Core, LLC against Roger J. Hoopes d/b/a Hoopes Farms and Hoopes Farms, LLC in the amount of \$14,235.40, recorded September 13, 2012 as Instrument No. 223964, records of Teton County, Idaho.

Amended Abstract of Judgment, Case No. CV 12-207 in favor of Vi-Core, LLC against Roger J. Hoopes, d/b/a Hoopes Farms and Hoopes Farms, LLC in the amount of \$19,826.80, recorded October 23, 2012 as Instrument No. 224622, records of Teton County, Idaho.

Second Amended Abstract of Judgment, Case No. CV 12-207 in favor of Vi-Core, LLC against Roger J. Hoopes, d/b/a Hoopes Farms and Hoopes Farms, LLC in the amount of \$28,232.29, recorded April 28, 2014 as Instrument No. 232194, records of Teton County, Idaho.

37. Terms, conditions, and provisions as set out in Easement for County Road 9400 West between Big Sky Western Bank, Teton River Farms, LLC, and Teton County, Idaho, recorded November 19, 2012 as Instrument No. 225038, records of Teton County, Idaho.

Amended Easement for County Road 9400 West between GBCI Other Real Estate, LLC, Teton River Farms, LLC and Teton County, Idaho, recorded March 10, 2015 as Instrument No. 235775, records of Teton County, Idaho.

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38. Decree of Judgment, Case No. CV 12-374 in favor of Joel Pinon-Medina against Hoopes Enterprises, Inc., f/k/a Hoopes Farms, Inc., Hoopes Farms, LLC, Roger J. Hoopes, and J. Tyler Hoopes in the amount of \$163,711.15, recorded April 2, 2013 as Instrument No. 227162, records of Teton County, Idaho.

39. Abstract of Judgment, Case No. CV 13-429, in favor of Credit Bureau of Eastern Idaho, Inc. against Roger Hoopes in the amount of \$2,186.72, recorded August 8, 2013 as Instrument No. 229047, records of Teton County, Idaho.

40. Default Judgment, Case No. CV 12-517, against Roger J. Hoopes and Dana L. Hoopes, husband and wife, in the amount of \$2,119,932.34, recorded May 7, 2014 as Instrument No. 232323, records of Teton County, Idaho.

41. Federal Tax Lien No. I9643, filed with the Idaho Secretary of State by the Internal Revenue Service against Roger J. Hoopes, Tetonia and Hoopes Farms, LLC, Roger J Hoopes Mbr, Tetonia in the amount of \$181,056.86.

222534

42. State Tax Lien No. T413894, filed with the Idaho Secretary of State by the Idaho State Tax Commission against Roger A. Hoopes, Tetonia in the amount of \$9,760.62

Lien continuation filed as Amendment Number 626886.

43. State Tax Lien No. T559484, filed with the Idaho Secretary of State by the Idaho State Tax Commission against Roger A. Hoopes, Tetonia in the amount of \$115,092.12.

44. State Tax Lien No. T701513, filed with the Idaho Secretary of State by the Idaho State Tax Commission against Roger A. Hoopes, Tetonia in the amount of \$6,817.00.

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