

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

DELOG AR
6-8-04
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JUN 04 2004

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

Department of Water Resources
Eastern Region

Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided, if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
<u>22-2138</u>					
<u>22-13617</u>		X			

The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts. ②
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) are for ten or more acres of irrigation, you must submit a **USDA Farm Service Agency AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) Claude Dalley + Milton Butler
(deceased)
4. New Owner/Claimant(s) Richard A. Lee + Leslie H. Lee Chank Underwood
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address Box 121
- City, State and ZIP Code Teton Village, WY. 83025
- New Telephone Number () 307-733-7866 - office
5. Date you acquired the property April 15, 1993 (307) 690-7866 cell

RECEIVED

APR 15 1993

112606

TETON Co. Id.
Clerk Recorder

WARRANTY DEED

For value received JOHN C. ADAIR, M.D., WILLIAM C. PETERSEN, M.D., Trustee of the William C. Petersen, M.D., P.C. RP2, dated December 12, 1988, WALLACE H. RING, M.D., BETTY J. DILLON, M.D., ROGER JONES, M.D. & GEORGE COMBS, M.D., trustees for Pediatric Anesthesiologists, Inc., Employer's Retirement Plan & Trust, hereinafter called the Grantors, hereby grant, bargain, sell and convey unto RICHARD A. LEE and CHAN R. UNDERWOOD, whose address is Box 121, Teton Village, WY 83025, hereinafter called the Grantees, the following described premises situated in Teton County, Idaho, to-wit:

TRACT 1: TOWNSHIP 5 NORTH, RANGE 45 EAST, BOISE
MERIDIAN, TETON COUNTY, IDAHO
Section 25: SE1/4 NW1/4

TOGETHER WITH a road and utility easement across the northern 41.25 feet of the N1/2 SW1/4 of Section 25, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho being further described as: Beginning at the W1/4 corner of said Section 25 and running North 89 degrees 10'18" East, 2645.68 feet to the Northeast corner of the N1/2SW1/4; thence South 00 degrees 27'00" East, 41.25 feet; thence South 89 degrees 10'18" West, 2535.71 feet; thence along a curve to the left with a radius of 127.20 feet and a chord bearing South 71 degrees 42'55" West, 76.32 feet; thence S 54 degrees 15'32" West 32.74 feet to the West line of said NW1/4 SW1/4; thence North 00 degrees 22'50" East, 82.90 feet to the point of beginning.

ALSO TOGETHER WITH a 41.25 foot road and utility easement along the south side of the SW1/4 NW1/4 of Section 25, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho.

SUBJECT TO a 41.25 foot road and utility easement along the south side of the SE1/4 NW1/4 of Section 25, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho.

Subject to reservations in United States and State Patents; existing and recorded Right-of-ways, Easements, Zoning, Building and Subdivision ordinances; Taxes and Assessments as prorated between the parties hereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees and to the Grantees' heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that the Grantors are the owners in fee simple of said premises; that said premises are free from all encumbrances except current

years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantors will warrant and defend the same from all claims whatsoever.

DATED: 4/9/93

John C. Petersen M.D. by Roger Jones P.O.A.
Roger Jones P.O.A.

JOHN C. ADAIR, M.D. by Roger Jones P.O.A.

William C. Petersen M.D. by Roger Jones P.O.A.
Roger Jones P.O.A.

WILLIAM C. PETERSEN, M.D., Trustee of
the William C. Petersen, M.D., P.C. RP2,
dated December 12, 1988, by Roger Jones P.O.A.

Wallace H. Ring M.D. by Roger Jones P.O.A.
Roger Jones P.O.A.

WALLACE H. RING, M.D. by Roger Jones P.O.A.

Betty J. Dillon M.D. by Roger Jones P.O.A.
Roger Jones P.O.A.

BETTY J. DILLON, M.D. by Roger Jones P.O.A.

PEDIATRIC ANESTHESIOLOGISTS, INC. EMPLOYEES' RETIREMENT TRUST, aka
PEDIATRIC ANESTHESIOLOGISTS EMPLOYEE'S RETIREMENT PLAN & TRUST

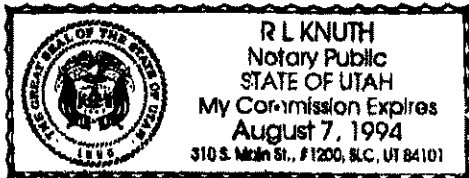
Roger Jones Trustee
ROGER JONES, M.D., Trustee

George Combs M.D. Trustee
GEORGE COMBS, M.D., Trustee

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On this 9th day of April, in the year 1993, before me, a Notary Public
in and for said State, personally appeared ROGER JONES, known or identified to me to
be the person whose name is subscribed to the within Instrument as the attorney-in-fact of

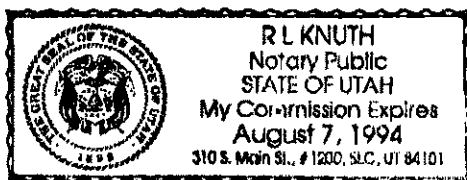
JOHN C. ADAIR, WALLACE H. RING, BETTY DILLON, WILLIAM C. PETERSEN, Trustee of the William C. Petersen, M.D., P.C. RP2, dated December 12, 1988, and acknowledged to me that he subscribed the names of JOHN C. ADAIR, WALLACE H. RING, BETTY DILLON and WILLIAM C. PETERSEN, Trustee of the William C. Petersen, M.D., P.C. RP2, dated December 12, 1988, thereto as principal and his own name as attorney-in-fact.



R. L. Knuth
 Notary Public
 Residing at *Salt Lake City*
 Commission Expires: *8/7/94*

STATE OF UTAH)
 : ss.
 COUNTY OF SALT LAKE)

On this 9th day of April, in the year 1993, before me, a Notary Public in and for said State, personally appeared ROGER JONES ~~and GEORGE COMBS~~, known or identified to me to be the persons whose names are subscribed to the within instrument as Trustees for PEDIATRIC ANESTHESIOLOGISTS, INC., EMPLOYEE'S RETIREMENT TRUST and acknowledged to me that they executed the same as Trustees for PEDIATRIC ANESTHESIOLOGISTS, INC., EMPLOYEE'S RETIREMENT TRUST.



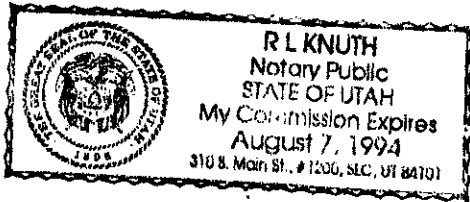
R. L. Knuth
 Notary Public
 Residing at *Salt Lake City*
 Commission Expires: *8/7/94*

STATE OF UTAH)
 : ss.
 COUNTY OF SALT LAKE)

On this 9th day of April, in the year 1993, before me, a Notary Public in and for said State, personally appeared ~~ROGER JONES, M.D.~~ and GEORGE COMBS, known or identified to me to be the persons whose names are subscribed to the within instrument as Trustees for PEDIATRIC ANESTHESIOLOGISTS, INC., EMPLOYEE'S

112606

RETIREMENT PLAN & TRUST, and acknowledged to me that they executed the same as Trustees for PEDIATRIC ANESTHESIOLOGISTS, INC., EMPLOYEE'S RETIREMENT PLAN & TRUST.



[Signature]
Notary Public

Residing at *Salt Lake City*

Commission Expires: *8/7/94*

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112606

FILED

AT THE REQUEST OF

First American

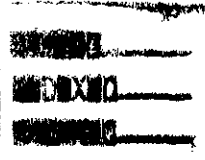
AT 15 MINUTES PAST *2* P M

DATE *April 15, 1993*

Ana J. Drake

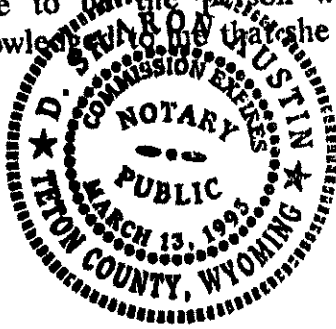
CLERK OF RECORDER

BY *Nora Rigby* DEPUTY



STATE OF Wyoming)
County of Teton) : ss.

On this 12 day of April, in the year of 1993, before me, a Notary Public in and for said State, personally appeared PENNY LYNN UNDERWOOD, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledge to me that she executed the same.



Sharon Austin
Notary Public for Idaho Wyoming
Residing at: Jackson
My Commission expires: 3/13/95

RECEIVED

112607

COPY

APR 15 1993

REAL ESTATE MORTGAGE

TETON Co. Id.
Clerk Recorder

THIS mortgage, made by RICHARD A. and LESLIE H. LEE, husband and wife, and CHAN R. and PENNY LYNN UNDERWOOD, husband and wife, of 125 S. King, Box 7257, Jackson, Wyoming 83001, as mortgagors, and JOHN C. ADAIR, M.D., WILLIAM C. PETERSEN, M.D., TRUSTEE OF THE WILLIAM C. PETERSEN, M.D., P.C. RP2 dated December 12, 1988, WALLACE H. RING, M.D., BETTY J. DILLON, M.D., and ROGER JONES, M.D. and GEORGE COMBS M.D., trustee for PEDIATRIC ANESTHESIOLOGISTS, INC., EMPLOYEE'S RETIREMENT PLAN AND TRUST, whose address for purposes of this mortgage is that of the escrow company, First American Administration Service, Escrow Department, P.O. Box 580, Blackfoot, ID 83221.

WITNESSETH: that the said mortgagor hereby acknowledged, does grant, bargain, sell and convey unto the said mortgagee, its successors and assigns forever, the following described real estate situated in Teton County, Idaho, to-wit:

TOWNSHIP 5 NORTH, RANGE 45 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO Section 25: SE1/4 NW1/4

TOGETHER WITH a road and utility easement across the northern 41.25 feet of the N1/2 SW1/4 of Section 25, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho being further described as: Beginning at the W1/4 corner of said Section 25 and running North 89 degrees 10'18" East 2645.68 feet to the Northeast corner of the N1/2 SW1/4; thence South 00 degrees 27'00" East, 41.25 feet; thence South 89 degrees 10'18" West, 2535.71 feet; thence along a curve to the left with a radius of 127.20 feet and a chord bearing South 71 degrees 42'55" West, 76.32 feet; thence S 54 degrees 15'32" West, 32.74 feet to the West line of said NW1/4SW1/4; thence North 00 degrees 22'50" East, 82.90 feet to the point of beginning

ALSO TOGETHER WITH a road and utility easement across the southern 41.25 feet of the SW1/4NW1/4 of Section 25, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho.

SUBJECT TO a 41.25 foot road and utility easement along the south side of the SE1/4NW1/4 of Section 25, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho.

Subject to reservations in United States and State Patents; existing and recorded Right-of-ways, Easements, Zoning, Building and Subdivision ordinances; Taxes and Assessments as prorated between the parties hereto.

This grant is intended as a mortgage:

(1) To secure payment of the principal sum of FORTY THOUSAND DOLLARS (\$40,000.00) lawful money of the United States of America, evidenced by and according to the terms of a promissory note executed and delivered by RICHARD A. and LESLIE H. LEE, husband and wife, of P.O. Box ^{131 Teton Village 83025} 7257, Jackson, Wyoming 83001; and CHAN R. and PENNY LYNN UNDERWOOD, husband and wife, of P.O. Box ^{Star route 3 B} 7257, Jackson, Wyoming 83001, as maker, said note, being made, executed and delivered to the mortgagee herein as payee. Which note will bear annual interest at the rate therein specified, the last payment of all principal and interest being payable on or before April 13, 1996.

(2) To secure payment of any and all extensions or renewals, and successive extensions or renewals of the notes above described, or of the indebtedness represented by the same, and of any other indebtedness at any time secured by this mortgage, whether represented by notes, drafts, open account or otherwise, and all the interest on all of the same, all of which extensions or renewals shall be optional with the mortgagee, but at the mortgagee's option may be made by new notes or otherwise, and at, before or after maturity, and for all of which this mortgage shall stand as a continuing security until paid.

The said mortgagor hereby covenants and agrees to pay, before the same become delinquent, all taxes and assessments upon said premises, or this mortgage, or debt secured

hereby, laid, or assessed in Idaho; also all personal taxes; also all dues or assessments upon ditch or water rights or water stock representing water appurtenant to said premises, and in the event of default so to do, the holder hereof may pay the same.

In case of the foreclosure hereof the said mortgagor agrees to pay a reasonable attorney's fee, the same to be a lien upon the said premises and due and payable when suit is begun. The plaintiff in such suit of foreclosure shall be entitled, without notice, to the appointment of a receiver to collect and receive the rents, issues and profits of the mortgaged premises, and to exercise such other powers as the court shall confer. It is also agreed that should this mortgage be foreclosed, then in the decree of foreclosure entered in such action, the property described therein may be ordered sold en masse, or as one lot or parcel, at the option of the mortgagee.

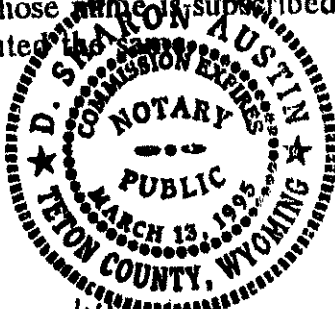
It is also agreed, that the failure to pay when due any sum herein covenant to be paid, or secured hereby, or the failure to comply with one of the agreements hereof, shall cause the whole debt to become due and collectable at the option of the mortgagee, without notice; that all money paid by the said mortgagee for insurance, taxes, or water or water stock assessments, or ditch dues, rents or assessments, or any sum paid in protection of the lien of this mortgage shall bear interest from the date of such payment at the rate of 10% per annum and shall be secured hereby and collectable with the said principal note.

And also, that the mortgagee may as provided under a partial release agreement execute concurring herewith, without notice, release portions of said mortgaged premises from the lien of this mortgage, without affecting the personal liability of any person for the payment of the said indebtedness or the lien of this mortgage upon the remainder of the

112607

STATE OF ~~IDAHO~~ ^{Wyoming})
 : SS.
 County of Teton)

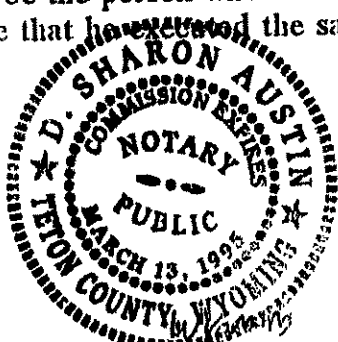
On this 13th day of April, in the year of 1993, before me, a Notary Public in and for said State, personally appeared LESLIE H. LEE, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.



Sharon Austin
 Notary Public for Idaho Wyoming
 Residing at: Jackson
 My Commission expires: 3/13/95

STATE OF ~~IDAHO~~ ^{Wyoming})
 : SS.
 County of Teton)

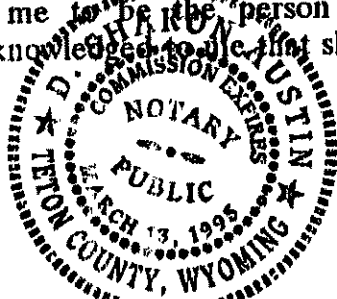
On this 13th day of April, in the year of 1993, before me, a Notary Public in and for said State, personally appeared CHAN R. UNDERWOOD, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



Sharon Austin
 Notary Public for Idaho Wyoming
 Residing at: Jackson
 My Commission expires: 3/13/95

STATE OF ~~IDAHO~~ ^{Wyoming})
 : SS.
 County of Teton)

On this 13th day of April, in the year of 1993, before me, a Notary Public in and for said State, personally appeared PENNY LYNN UNDERWOOD, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.



Sharon Austin 112607
 Notary Public for Idaho Wyoming
 Residing at: Jackson
 My Commission expires: 3/13/95

REAL ESTATE MORTGAGE-5

112607

FILED

AT THE REQUEST OF

First America

20 MINUTES PAST 2

DATE April 15, 1993

Asa J. Drake

CLERK OF RECORDER

Asa Drake

**INSTALLMENT NOTE
SECURED BY MORTGAGE**

CCFV

\$40,000

April 13, 1993

For Value received, RICHARD A. LEE, LESLIE H. LEE, CHAN R. UNDERWOOD and PENNY LYNN UNDERWOOD, of P.O. Box 121, Teton Village, WY 83025, promises to pay to JOHN C. ADAIR, M.D., WILLIAM C. PETERSEN, M.D., TRUSTEE OF THE WILLIAM C. PETERSEN, M.D., P.C. RP2 dated December 12 1988, WALLACE H. RING, M.D., BETTY J. DILLON, M.D., and ROGER JONES, M.D. and GEORGE COMBS, M.D., trustees for Pediatric Anesthesiologists, Inc., Employee's Retirement plan and Trust of First American Administration Service, Escrow Department, P.O. Box 580, Blackfoot, ID 83221, the principal sum of FORTY THOUSAND DOLLARS (\$40,000.00), together with interest at the rate of 10% per annum, payable as follows:

Semiannual installments of \$3209.70 beginning on the 13th of October, 1993, and continuing semiannually thereafter, until April 13, 1996 when all principal and interest must be paid in full.

Payment of the obligation evidenced by this note is secured by a mortgage, executed this date by Richard A. Lee, Leslie H. Lee, Chan R. Underwood and Penny Lynn Underwood, as mortgagor, to John C. Adair, M.D., William C. Petersen, M.D., Trustee of the William C. Petersen, M.D., P.C. RP2 dated December 12, 1988, Wallace H. Ring, M.D., Betty J. Dillon, M.D., and Roger Jones, M.D. and George Combs M.D., trustee for Pediatric Anesthesiologists, Inc., Employee's Retirement Plan and Trust, as mortgagee, on certain real property described therein.

In the event of default in the payment of any of the installments as herein provided, time being of the essence hereof, the holder of this note may without notice or demand declare the entire principal sum then unpaid together with accrued interest thereon, immediately due and payable.

In the event of commencement of suit to enforce payment of this note, the undersigned agrees to pay such additional sum as attorney's fees as the court in such action may adjudge reasonable.

DATED this 13th day of April, 1993.

Richard A. Lee
RICHARD A. LEE, Mortgagor

Leslie H. Lee
LESLIE H. LEE, Mortgagor

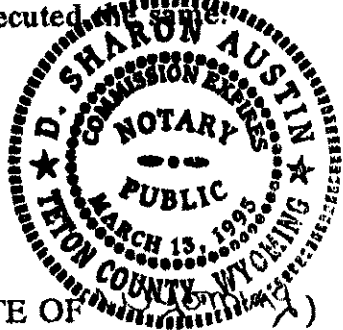
Chan R. Underwood
CHAN R. UNDERWOOD, Mortgagor

Penny Lynn Underwood
PENNY LYNN UNDERWOOD, Mortgagor

STATE OF Wyoming)
County of Teton) ss.

On this 13th day of April, in the year of 1993, before me, a Notary Public in and for said State, personally appeared RICHARD A. LEE, known or identified to me to be

the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



STATE OF)

County of Teton)

: ss.

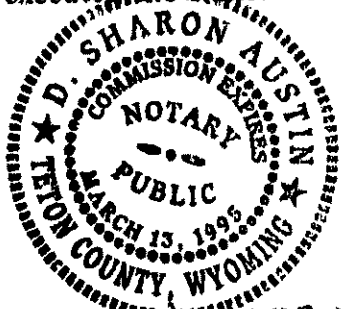
D. Sharon Austin

Notary Public for Idaho Wyoming

Residing at: Jackson

My Commission expires: 3/13/95

On this 13 day of April, in the year of 1993, before me, a Notary Public in and for said State, personally appeared LESLIE H. LEE, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.



STATE OF Wyoming)

County of Teton)

: ss.

D. Sharon Austin

Notary Public for Idaho Wyoming

Residing at: Jackson

My Commission expires: 3/13/95

On this 13 day of April, in the year of 1993, before me, a Notary Public in and for said State, personally appeared CHAN R. UNDERWOOD, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



D. Sharon Austin

Notary Public for Idaho Wyoming

Residing at: Jackson

My Commission expires: 3/13/95

COPY

PARTIAL ACREAGE RELEASE AGREEMENT

THIS AGREEMENT is entered into this 24~~th~~ day of March, 1993 between John C. Adair, M.D., William C. Petersen, M.D., Trustee of the William C. Petersen, M.D., P.C. RP2 dated December 12, 1988, Wallace H. Ring, M.D., Betty J. Dillon, M.D., and Roger Jones, M.D. and George Combs, M.D., trustees for Pediatric Anesthesiologists, Inc., Employee's Retirement Plan and Trust (hereinafter "Sellers"), and Richard A. Lee and Chan R. Underwood, (hereinafter "Buyers"). Sellers and Buyers are collectively referred to as the "Parties", or singly as the "Party", as the context permits or requires.

RECITALS:

A. WHEREAS, Sellers have sold and Buyers have purchased certain real property located in Teton County, Idaho, ("Subject Property"), and particularly described as follows:

**TRACT 1: TOWNSHIP 5 NORTH, RANGE 45 EAST, BOISE
MERIDIAN, TETON COUNTY, IDAHO
Section 25: SE1/4 NW1/4**

TOGETHER WITH a road and utility easement across the northern 41.25 feet of the N1/2SW1/4 of Section 25, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho being further described as: Beginning at the W1/4 corner of said Section 25 and running North 89 degrees 10'18" East 2645.68 feet to the Northeast corner of the N1/2SW1/4; thence South 00 degrees 27'00" East, 41.25 feet; thence South 89 degrees 10'18" West, 2535.71 feet; thence along a curve to the left with a radius of 127.20 feet and a chord bearing South 71 degrees 42'55" West, 76.32 feet; thence S 54 degrees 15'32" West, 32.74 feet to the West line of said NW1/4SW1/4; thence North 00 degrees 22'50" East, 82.90 feet to the point of beginning.

ALSO TOGETHER WITH a road and utility easement across the southern 41.25 feet of the SW1/4NW1/4 of Section 25, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho.

SUBJECT TO a 41.25 foot road and utility easement along the south side of the SE1/4NW1/4 of Section 25, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho.

Subject to reservations in United States and State Patents; existing and recorded Right-of-ways, Easements, Zoning, Building and Subdivision ordinances; Taxes and Assessments as prorated between the parties hereto.

B. WHEREAS, to secure the purchase price remaining due and owing by Buyers to Sellers, ("Deferred Price"), and evidenced by a certain promissory note in the face amount of \$ 40,000.00 and dated ^{April} ~~March~~ 13, 1993, ("Promissory Note"), Buyers have executed a certain mortgage of even date and the Parties have deposited the same in escrow with First American Title Company ("Agent"), as escrow for the Parties; and,

C. WHEREAS, the Buyers desire that upon certain payments to Sellers the mortgage lien on the Subject Property shall be partially released to permit them to sell portions of the Subject Property as the same are developed, free and clear of such mortgage lien,

FOR AND CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1. The Parties shall place into escrow with the Agent, ten (10) executed Partial Releases of Mortgage, duly executed and notarized by the Sellers. The Partial Releases

of Mortgage will not, at the time they are deposited into escrow, contain a property description.

2. At any time after execution and recording of the Sellers' Warranty Deed to the Subject Property and subsequent to the down-payment, Buyers may obtain release of any portion of the Subject Property, forming a square or a rectangle four (4) acres or larger, from the Sellers' mortgage lien by paying to the Agent the sum of \$2,000.00 per acre, which shall be credited to the Deferred Price due and owing under the Promissory Note. If the parcel so designated by the Buyers is rectangular in shape, its long dimension shall not exceed the short dimension by a multiple of five (5).

3. Upon receipt of \$2,000.00 of the Deferred Price for each acre of the Subject Property to be released from the mortgage lien, the Agent is authorized to insert the description of that portion of the Subject Property so designated by Buyers into one of the executed Partial Releases of Mortgage and to deliver the same to Buyers. The initial parcel released from the mortgage lien shall be contiguous to the south and west boundary lines of the Subject Property. Any parcel designated by the Buyers after the initial parcel released from the mortgage lien (i) must conform to the same dimensional requirements as stated in the next preceding paragraph of this Agreement, and (ii) must be contiguous to the initial parcel or the next preceding parcel chosen by the Buyers, must not, when combined with the initially or subsequently released parcels, serve to surround or isolate the portions of the Subject Property remaining subject to the mortgage lien and (iv) the portions of the Subject Property remaining subject to the mortgage lien must at all times

have free and unrestricted ingress and egress to and from a state, county or municipal roadway.

4. Following delivery of any such Partial Release of Mortgage to Buyers, the Agent shall remit the sum paid by the Buyers for the partial release of the mortgage lien

directly to:	John C. Adair, M.D.	24.14%
	Wallace H. Ring, M.D.	15.45%
	Betty Dillon, M.D.	15.51%
	William C. Petersen, M.D.	6.61%

Pediatric Anesthesiologists, Inc., Employees' Retirement Plan and Trust
38.29%

Within the PAIRT the percent
ownership is as follows:

Dick Elwyn	38.24%
Roger Jones	27.439%
George G-Combs	16.87%
Bob Rayburn	9.278%
Betty Dillon	6.832%
Margena Hawker	1.021%
Norita Staniszewski	.32%

All fees and costs incurred by the Agent shall be borne by, and shall be timely paid by the Buyers.

5. At such time as the face sum of the Promissory Note, together with accrued interest, if any, is fully paid to the Agent by Buyers, Agent may deliver a Partial Release of Mortgage to Buyers releasing the mortgage lien as to all of the Subject Property remaining subject to the mortgage lien.

6. Nothing herein shall affect the Buyers' obligations, joint and several, to pay and perform according to the terms of the Promissory Note and the Mortgage, and the Sellers'

mortgage lien shall continue to encumber the acreage which has not been released as provided herein.

7. In the event that a Party to this Agreement is required to bring suit in order to enforce this Agreement, the prevailing Party or Parties shall be entitled to recover their attorneys' fees and costs from the non-prevailing Party or Parties, including those incurred in any appeal or in connection with any bankruptcy case involving the Buyers of the Subject Property.

DATED this 24th day of March, 1993.

John C. Adair, M.D. by Roger Jones P.O.A.
Roger Jones, P.O.A.

JOHN C. ADAIR, M.D. by Roger Jones P.O.A.

*William C. Petersen, M.D., Trustee of the
William C. Petersen, M.D., P.C. RP2, dated
December 12, 1988, by Roger Jones P.O.A.*
Roger Jones, P.O.A.

WILLIAM C. PETERSEN, M.D., Trustee of the
William C. Petersen, M.D., P.C. RP2, dated
December 12, 1988, by Roger Jones P.O.A.

Wallace H. Ring, M.D. by Roger Jones P.O.A.
Roger Jones, P.O.A.

WALLACE H. RING, M.D. by Roger Jones P.O.A.

Betty J. Dillon, M.D. by Roger Jones P.O.A.
Roger Jones, P.O.A.

BETTY J. DILLON, M.D. by Roger Jones P.O.A.

PEDIATRIC ANESTHESIOLOGISTS, INC. EMPLOYEE'S
RETIREMENT TRUST, aka PEDIATRIC ANESTHESIOLOGISTS
EMPLOYEE'S RETIREMENT PLAN & TRUST

Roger Jones Trustee
ROGER JONES, M.D., TRUSTEE

George J. Combs, M.D., Trustee
GEORGE COMBS, M.D., TRUSTEE

Richard A. Lee
RICHARD A. LEE

Chan R. Underwood
CHAN R. UNDERWOOD

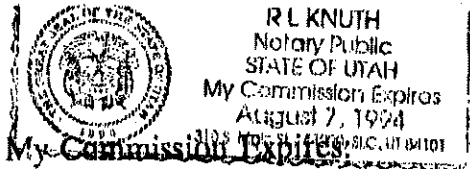
FIRST AMERICAN TITLE COMPANY OF
EAST IDAHO

By _____
Its _____

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On this 24th day of March, in the year 1993, before me, a Notary Public in and for said State, personally appeared ROGER JONES, M.D., known or identified to me to be the person whose name is subscribed to the within Instrument as the attorney-in-fact of JOHN C. ADAIR, M.D., WALLACE H. RING, M.D., BETTY DILLON, M.D., and WILLIAM C. PETERSEN, M.D., Trustee of the William C. Petersen, M.D., P.C. RP2 dated December 12, 1988 and acknowledged to me that he subscribed the name of JOHN

C. ADAIR, M.D., WALLACE H. RING, M.D., BETTY DILLON, M.D., WILLIAM C. PETERSEN, M.D., Trustee, thereto as principal and his own name as attorney-in-fact.

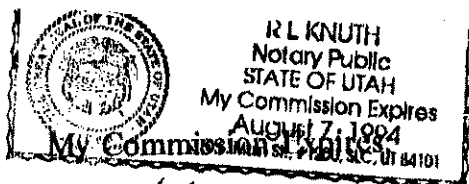


8/7/94

[Signature]
Notary Public, residing at:
Salt Lake City, UT

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On this 24th day of March, in the year 1993, before me, a Notary Public in and for said State, personally appeared ROGER JONES, M.D. and ~~GEORGE COMBS~~, M.D., known or identified to me to be the persons whose names are subscribed to the within instrument as Trustees for PEDIATRIC ANESTHESIOLOGISTS, INC., EMPLOYEE'S RETIREMENT TRUST and acknowledged to me that they executed the same as Trustees for PEDIATRIC ANESTHESIOLOGISTS, INC., EMPLOYEE'S RETIREMENT TRUST.



8/7/94

[Signature]
Notary Public, residing at:
Salt Lake City, UT

~~STATE OF UTAH~~)
NEW MEXICO)
TAOS : ss.
~~COUNTY OF SALT LAKE~~)

On this 27th day of March, in the year 1993, before me, a Notary Public in and for said State, personally appeared ~~ROGER JONES, M.D.~~ and ~~GEORGE COMBS~~, M.D.,

M.D., known or identified to me to be the persons whose names are subscribed to the within instrument as Trustees for PEDIATRIC ANESTHESIOLOGISTS, INC. EMPLOYEE'S RETIREMENT PLAN & TRUST, and acknowledged to me that they executed the same as Trustees for PEDIATRIC ANESTHESIOLOGISTS, INC., EMPLOYEE'S RETIREMENT PLAN & TRUST.



OFFICIAL SEAL
SUSAN G. PERRY
NOTARY PUBLIC - STATE OF NEW MEXICO
Notary Public Filed With Secretary of State
My Commission Expires 4/6/96

Susan G. Perry
Notary Public, residing at:

TAOS, NEW MEXICO

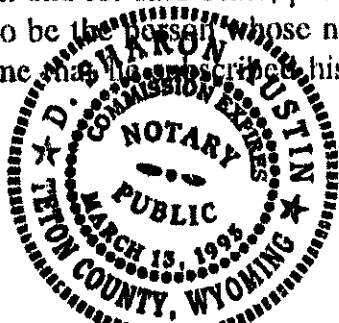
My Commission Expires:

4/6/96

^{Wyoming}
STATE OF IDAHO)
COUNTY OF TETON)

: ss.

On this 13 day of April, in the year 1993, before me, a Notary Public in and for said State, personally appeared RICHARD A. LEE, known or identified to me to be the person whose name is subscribed to the within Instrument and acknowledged to me that he subscribed his name thereto.



My Commission Expires:

3/13/95

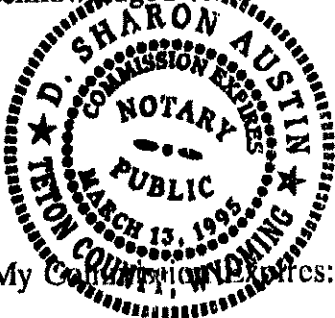
D. Sharon Austin
Notary Public, residing at:

Jackson, WY

^{Wyoming}
STATE OF IDAHO)
COUNTY OF TETON)

: ss.

On this 13 day of April, in the year 1993, before me, a Notary Public in and for said State, personally appeared CHAN R. UNDERWOOD, known or identified to me to be the person whose name is subscribed to the within Instrument and acknowledged to me that he subscribed his name thereto.



My Commission Expires:

3/13/95

Sharon Austin
Notary Public, residing at:

Jackson, WY

STATE OF ^{Wyoming} IDAHO)
: ss.
COUNTY OF TETON)

On this _____ day of _____, in the year 1993, before me, a Notary Public in and for said State, personally appeared _____, the _____ of FIRST AMERICAN TITLE COMPANY OF EAST IDAHO, known or identified to me to be the person whose name is subscribed to the within Instrument and acknowledged to me that he subscribed his name thereto on behalf of FIRST AMERICAN TITLE COMPANY OF EAST IDAHO.

Notary Public, residing at:

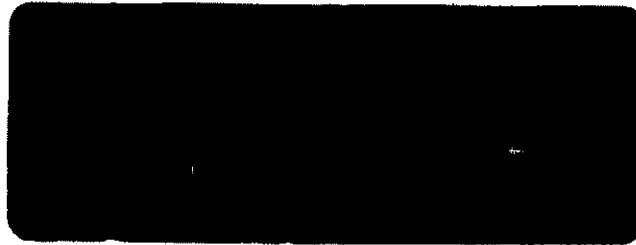
My Commission Expires:

rlk/documents/partrel.rj

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company



AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions on the other side of this page 1.

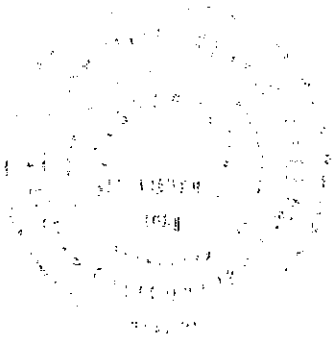
This Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.

First American Title Insurance Company

BY *Parker S. Kennedy* PRESIDENT

ATTEST *William C. Ziegler* SECRETARY

BY *Laurel D. Rice* COUNTERSIGNED





The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.

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AGREEMENT TO ISSUE POLICY	1
SCHEDULE A	
1. Commitment Date	2
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4. Description of the Land	2
SCHEDULE B-1 — Requirements	3
SCHEDULE B-2 — Exceptions	4
CONDITIONS	other side of 1

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, please contact the issuing office.



Form No. 1344-A(1982)
ALTA Plain Language Commitment

SCHEDULE A

1. Commitment Date: June 16, 1992 at 8:00 a.m. Commitment No. T-4165

2. Policy or Policies to be issued:	Premium	Policy
(x) Owners Policy Form 1402-83 (4-6-90) Proposed Insured: RICHARD A. LEE & CHAN R. UNDERWOOD or assigns	\$510.00	\$80,000.00
() Loan Policy Proposed Insured:	\$	\$
() Proposed Insured:	\$	\$

3. A fee simple interest in the land described in this Commitment is owned, at the Commitment Date, by:

JOHN C. ADAIR, M.D.	an undivided 18.68% interest
WILLIAM C. PETERSON, M.D.	an undivided 6.61% interest
WALLACE H. RING, M.D.	an undivided 15.45% interest
BETTY J. DILLON, M.D.	an undivided 15.51% interest
ROGER JONES, M.D. & GEORGE COMBS, M.D., TRUSTEES FOR PEDIATRIC ANESTHESIOLOGISTS, INC., EMPLOYEE'S RETIREMENT PLAN & TRUST	an undivided 43.75% interest

4. The Land referred to in this Commitment is described as follows:

SEE ATTACHED SCHEDULE C



SCHEDULE B - SECTION 1

Requirements

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (e) Quitclaim Deed or other documents will be needed to clear the interest of JCA Pension Plan. (See Exception 11 Schedule B)
- (f) A Deed or Easement will be required for access to clear Exception 12 of Schedule B.

For further information regarding this report please contact:

FIRST AMERICAN TITLE COMPANY
78 NORTH MAIN
P.O. BOX 42
DRIGGS, IDAHO 83422
PHONE: (208) 354-2771
FAX: (208) 354-2771

TITLE OFFICER: Layne W. Price



SCHEDULE B CONTINUED

PAGE 2

ORDER NO. T-4165

11. Right, Title, and Interest of JCA Pension Plan as evidenced by Warranty Deed from Marilyn J. Macvey to JCA Pension Plan, recorded July 30, 1984, Recorder's No. 95222, Records of Teton County, Idaho. (See Copy)

12. Lack of Record Access.

NOTES:

- a. We have made a judgment search against the names of the incoming purchasers and find none.
- b. In the event that this transaction fails to close, a fee will be charged to comply with the State Insurance Code.

END OF SCHEDULE B



Form No. 1056-4
All Policy Forms

SCHEDULE C

The land referred to in this policy is situated in the State of Idaho and is described as follows: County of Teton

TOWNSHIP 5 NORTH, RANGE 45 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO

Section 25: SE1/4NW1/4

LESS beginning at a point 770 feet North of the center of said Section 25, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho, and running thence West 65 feet; thence North 20 feet; thence East 65 feet; thence South 20 feet to the point of beginning.

THIS INSTRUMENT, made this 11th day of Apr, 1973,
between CLAUDE C. DALLEY and ELEN W. DALLEY, husband and wife,

of Driggs, County of Teton, State of Idaho,
the parties of the first part and TRACY COLLINS BANK AND TRUST COMPANY, as Trustee
for PEDIATRIC ANESTHESIOLOGISTS, INC., EMPLOYERS' RETIREMENT PLAN
AND TRUST, of Salt Lake City,
County of Salt Lake, State of Utah, the party of the second part,

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of
---Seventy Nine Thousand, Eight Hundred Seventy Five and No/100---Dollars
lawful money of the United States of America

to them in hand paid by the party of the second part, the receipt whereof is hereby acknowledged,
has granted, bargained, sold, and by these presents, do grant, bargain, sell and convey and confirm unto
the said party of the second part, and to its heirs and assigns, forever, all the following described
real estate, situated in the County of Teton,
State of Idaho, to-wit: ---The South Half of the Northwest Quarter of Sec.

25, Twp. 5 N., Rge. 45 E., Boise Mer., Teton County, Idaho,
together with 80 shares of the capital stock of Grand Teton
Canal Co. (which are the only water rights included in this
transfer). EXCEPTING: Beginning at a point 770 feet North
of the center of Sec. 25, Twp. 5 N., Rge. 45 E., Boise Mer.,
Teton County, Idaho, and running thence West 65 feet; thence
North 20 feet; thence East 65 feet; and thence South 20 feet
to the point of beginning.

Subject to an easement for power lines now on said property.

Subject to easement to Village of Driggs, recorded June 18,
1943 in Book 73 at Page 417 as Instrument No. 38678, records
of Teton County, Idaho. Said easement being for water supply.

Subject to all burdens and together with all rights as to
this property under that certain oil and gas lease between
Claude Dalley and Elen W. Dalley, husband and wife, and Louise
S. Madrid, dated November 30, 1971, recorded February 18,
1972, as Instrument No. 70558.

Parties of the second part agree to give party of the second
part, its successors and assigns, access across the above
described property at a reasonable location to be determined
by Party of the second part. Party of the second part,
however, reserves the right to relocate any such access
point at any time to another reasonable point.---

TOGETHER with all and singular the tenements, hereditaments and appurtenances therunto belong-
ing or in anywise appertaining, and the reversion and reversions, remainder and remainders, and rents, issues
and profits thereof: and all estate, right, title and interest in and to the said property, as well in law as in equity
of the said parties of the first part.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises together
with the appurtenances unto the party of the second part, and to its heirs and assigns forever.
And the said parties of the first part, and their heirs, the said premises in the quiet and peaceable
possession of the said party of the second part, its heirs and assigns, against the said parties
of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully
claiming or to claim the same shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hand
and seal the day and year first above written.

Executed and Delivered in the Presence of

Claude C. Dalley [SEAL]
Elen W. Dalley [SEAL]
[SEAL]
[SEAL]

FOR VALUE RECEIVED, MARILYN J. MACVEY, a single person, the Grantor, does hereby, grant, bargain, sell and convey unto the JCA PENSION PLAN, whose current address is 655 Aloha Road, Salt Lake City, Utah, the Grantee, the following described premises, in Teton County, State of Idaho, namely:

An undivided eight and 294/1000 percent (8.294%) interest in the South Half of the Northwest Quarter of Sec. 25, Twp. 5 N., Rge. 45 E., Boise Mer., Teton County, Idaho. EXCEPTING: Beginning at a point 770 feet North of the center of Sec. 25, Twp. 5 N., Rge. 45 E., Boise Mer., Teton County, Idaho, and running thence West 65 feet; thence North 20 feet; thence East 65 feet; and thence South 20 feet to the point of beginning.

Subject to an easement for power lines now on said property and reservations, restrictions and easements of record in the Records of Teton County, Idaho.

Subject to easement to Village of Driggs, recorded June 18, 1943, in Book 70 at Page 417 as Instrument No. 38678, Records of Teton County, Idaho. Said easement being for water supply.

TO HAVE AND TO HOLD said interest in the premises with their appurtenances unto the said Grantee, its successors and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee that she is the owner in fee simple of said interest in the premises; that they are free from all encumbrances and that she will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, the said Grantor has executed this Warranty Deed this 11th day of July, 1984.

Grantor

STATE OF MARYLAND)
COUNTY OF BALTIMORE) ss.

On the 10 day of July, 1984, personally appeared before me Marilyn J. Macvey, the signer of the within instrument, who duly acknowledged to me that she executed the same.

95222

Notary Public
Residing at:

6911 15th Avenue Rd
Baltimore, MD 21215

My Commission Expires

My Commission Expires July 1, 1988

FILED
AT: Baltimore
DATE: July 30, 1984
BY: [Signature]
CLERK OF DISTRICT COURT

FILED ✓
INDEXED ✓
PLATED ✓

Form No. 1402-87
(4-6-80)
ALTA Owner's Policy



POLICY OF TITLE INSURANCE



ISSUED BY

First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

COUNTERSIGNED
FIRST AMERICAN TITLE COMPANY

BY

Walter W. Kivir
Title Officer

First American Title Insurance Company

BY

Parker S. Kennedy

PRESIDENT

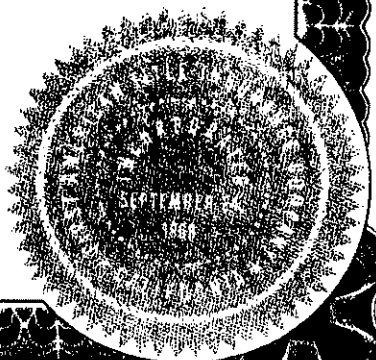
880846

ATTEST

William C. Ziegler, Jr.

SECRETARY

H





ALTA Owner's Policy
(6/1/87)
Schedule A

SCHEDULE A

Order No. T-4165

Policy No. H - 880846

Amount of Insurance: \$80,000.00

Premium \$510.00

Date of Policy: April 15, 1993 at 2:15 p.m.

1. Name of Insured:

RICHARD A. LEE and CHAN R. UNDERWOOD

2. The estate or interest in the land which is covered by this policy is:

A FEE SIMPLE

3. Title to the estate or interest in the land is vested in:

RICHARD A. LEE & CHAN R. UNDERWOOD, presumptively subject to the community interest of their wives, LESLIE H. LEE and PENNY LYNN UNDERWOOD

4. The land referred to in this policy is situated in the State of Idaho and is described as follows: County of Teton.

SEE ATTACHED SCHEDULE C



SCHEDULE B

Order No. T-4165

Policy No. H - 880846

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

PART I

SECTION 1

1. 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.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

SECTION 2

1. General Taxes for the year 1993 are an accruing lien, but are not yet due or payable. RP-05N45E253600-A (Includes other property)
2. Easement of Right-of-Way, granted to the City of Driggs for water lines, recorded June 18, 1943, in Book 73 at Page 412, Records of Teton County, Idaho.
3. Subject to Easements and Agreements as shown on Warranty Deed, recorded October 1, 1982, Recorder's No. 91217, records of Teton County, Idaho.

SCHEDULE B CONTINUES



SCHEDULE B CONTINUED
ORDER NO. T-4165
PAGE NO. 2

4. Subject to a 41.25 foot road and utility easement along the south side of the SE1/4NW1/4 as disclosed in Warranty Deed recorded April 15, 1993, Recorder's No. 112606, records of Teton County, Idaho.
5. A mortgage dated April 13, 1993 to secure an indebtedness in the principal sum of \$40,000.00, and any other amounts and/or obligations secured thereby.
Recorded: April 15, 1993, Instrument No. 112607
Mortgagors: Richard A. and Leslie H. Lee, husband and wife, and Chan R. Underwood and Penny Lynn Underwood, husband and wife
Mortgagees: John C. Adair, M.D., William C. Petersen, M.D., Trustee of the William C. Petersen, M.D., P.C. RP2 dated December 12, 1988, Wallace H. Ring, M.D., Betty J. Dillon, M.D., and Roger Jones, M.D. and George Combs, M.D., trustee for Pediatric Anesthesiologists, Inc., Employee's Retirement Plan and Trust

END OF SCHEDULE B



Form No. 1056-4
All Policy Forms

SCHEDULE C

The land referred to in this policy is situated in the State of Idaho and is described as follows: County of Teton

TRACT 1: TOWNSHIP 5 NORTH, RANGE 45 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO

Section 25: SE1/4NW1/4

LESS beginning at a point 770 feet North of the center of Section 25, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho, and running thence West 65 feet; thence North 20 feet; thence East 65 feet; and thence South 20 feet to the point of beginning.

TRACT 2: Beginning at a point 770 feet North of the center of Section 25, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho, and running thence West 65 feet; thence North 20 feet; thence East 65 feet; and thence South 20 feet to the point of beginning.

TOGETHER WITH a road and utility easement across the northern 41.25 feet of the N1/2SW1/4 of Section 25, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho being further described as: Beginning at the W1/4 corner of said Section 25 and running North 89 degrees 10'18" East, 2645.68 feet to the Northeast corner of the N1/2SW1/4; thence South 00 degrees 27'00" East, 41.25 feet; thence South 89 degrees 10'18" West, 2535.71 feet; thence along a curve to the left with a radius of 127.20 feet and a chord bearing South 71 degrees 42'55" West, 76.32 feet; thence S 54 degrees 15'32" West, 32.74 feet to the West line of said NW1/4SW1/4; thence North 00 degrees 22'50" East, 82.90 feet to the point of beginning.

ALSO TOGETHER WITH a 41.25 foot road and utility easement along the south side of the SW1/4NW1/4 of Section 25, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho.

DEC 21 1992

QUIT-CLAIM DEED
(WITH AFTER ACQUIRED PROVISION)

THIS INDENTURE is made this 18th day of June, 1992, between JCA PENSION PLAN, the Grantor, and JOHN C. ADAIR, M.D., a single person, whose mailing address is c/o Parsons, Davies, Owen & Knuth, 310 South Main Street, Suite 1100, Salt Lake City, Utah 84101, the Grantee.

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) lawful money of the United States of America and other good and valuable consideration to Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these presents remise, release and forever QUIT-CLAIM unto the Grantee, and to Grantee's successors and assigns forever, all right, title and interest now owned or hereafter acquired by the Grantor in all the following described real estate in the County of Teton, State of Idaho, to-wit:

An undivided 5.46% interest in and to the following:

TOWNSHIP 5 NORTH, RANGE 45 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO.

Section 25: S 1/2 NW 1/4

LESS: The West thirty (30) feet of the SW 1/4 NW 1/4 of Section 25, Township 5 North, Range 45 East, Boise Meridian.

TOGETHER, with the tenements, hereditament and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, and rents, issues and profits therefrom.

TO HAVE AND TO HOLD the said premises and the appurtenances unto the Grantee, and to Grantee's successors and assigns forever.

In construing this Quit-Claim Deed and where the context so requires, the singular includes the plural.

111859

FILED

AT THE REQUEST OF

First American

40 MINUTES PAST 3 P M

DATE *Dec 21 1992*

Asa J. Drake

File Right

111859

IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

JCA PENSION PLAN

By John C. Adams
Trustee

STATE OF UTAH
COUNTY OF SALT LAKE :ss.

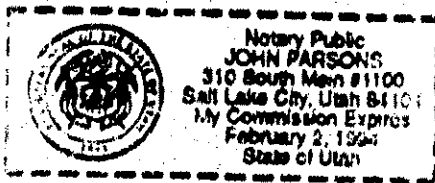
On this 12th day of June, 1992, before me, the undersigned Notary Public in and for said state, personally appeared before me John C. Adams known or identified to me to be the person whose name is subscribed to the within instrument as Trustee of the JCA Pension Plan, and acknowledged to me he executed the same as such Trustee.

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

My Commission Expires:

2-2-94

John C. Adams
Residing at:
SALT LAKE CITY, UT.



WARRANTY DEED

THIS INDENTURE, made this 11th day of April, 1973, between CLAUDE C. DALLEY and GLEN W. DALLEY, husband and wife, and BETTY LOU BUTLER and MILTON W. BUTLER, husband and wife, of Driggs, County of Teton, State of Idaho, the parties of the first part and TRACY COLLINS BANK AND TRUST COMPANY, as Trustee for PEDIATRIC ANESTHESIOLOGISTS, INC., EMPLOYEES' RETIREMENT PLAN AND TRUST, of Salt Lake City, County of Salt Lake, State of Utah, the party of the second part,

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of Eleven Thousand, Five Hundred Seventy Four and No/100 Dollars lawful money of the United States of America

to them in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and by these presents, do grant, bargain, sell and convey and confirm unto the said party of the second part, and to its heirs and assigns, forever, all the following described real estate, situated in the County of Teton, State of Idaho, to-wit:

---Beginning at a point 770 feet North of the center of Sec. 25, Twp. 5 N., Rge. 45 E.B.M., Teton County, Idaho, and running thence West 65 feet; thence North 20 feet; thence East 65 feet; and thence South 20 feet to the point of beginning.

Subject to easement to Village of Driggs, recorded June 18, 1943 in Book 73 at page 417 as Instrument No. 38678, records of Teton County, Idaho. Said easement being for water supply.---

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, and rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity of the said parties of the first part.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises together with the appurtenances unto the party of the second part, and to its heirs and assigns forever. And the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said party of the second part, its heirs and assigns, against the said parties of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seal the day and year first above written.

Executed and Delivered in the Presence of

Claude C. Dalley [SEAL]
Glen W. Dalley [SEAL]
Betty Lou Butler [SEAL]
Milton W. Butler [SEAL]

STATE OF IDAHO,

County of Fremont

ss.

On this 11th day of April in the year 1973, before me the undersigned a Notary Public in and for said State, personally appeared CLAUDE C. DALLEY, ELEN W. DALLEY, BETTY LOU BUTLER, and MILTON W. BUTLER, known to me to be the person^s whose name^s are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Harold J. Reusser
Notary Public for the State of Idaho,
Residing at Idaho, Idaho.
My Commission Expires: 3/26/77



No. 91218

WARRANTY DEED

Claude C. Dalley
and
to
Grace Callahan Butcher
Wife of
Robert J. Butcher
Dated 4-11, 1973

STATE OF IDAHO,

County of Idaho

I hereby certify that this instrument

was filed for record at request of

Robert J. Butcher

at 4:50 minutes past 12

o'clock P. M., this 11 day of

April, 1973, in my

office, and duly entered in Book

of Idaho

at page 100

By Harold J. Reusser

Ex-Officio Recorder.

By Grace Callahan Butcher

Deputy.

Fees, \$

Mail to

Notary Public Seal - Required

WARRANTY DEED

FOR VALUE RECEIVED, MARILYN J. MACVEY, a single person, the Grantor, does hereby, grant, bargain, sell and convey unto the JCA PENSION PLAN, whose current address is 655 Aloha Road, Salt Lake City, Utah, the Grantee, the following described premises, in Teton County, State of Idaho; namely:

An undivided eight and 294/1000 percent (8.294%) interest in the South Half of the Northwest Quarter of Sec. 25, Twp. 5 N., Rge. 45 E., Boise Mer., Teton County, Idaho. EXCEPTING: Beginning at a point 770 feet North of the center of Sec. 25, Twp. 5 N., Rge. 45 E., Boise Mer., Teton County, Idaho, and running thence West 65 feet; thence North 20 feet; thence East 65 feet; and thence South 20 feet to the point of beginning.

Subject to an easement for power lines now on said property and reservations, restrictions and easements of record in the Records of Teton County, Idaho.

Subject to easement to Village of Driggs, recorded June 18, 1943, in Book 70 at Page 417 as Instrument No. 38678, Records of Teton County, Idaho. Said easement being for water supply.

TO HAVE AND TO HOLD said interest in the premises with their appurtenances unto the said Grantee, its successors and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee that she is the owner in fee simple of said interest in the premises; that they are free from all encumbrances and that she will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, the said Grantor has executed this Warranty Deed this 11th day of July, 1984.

Marilyn J. Macvey
Grantor

STATE OF MARYLAND)
: ss.
COUNTY OF BALTIMORE)

On the 10 day of July, 1984, personally appeared before me Marilyn J. Macvey, the signer of the within instrument, who duly acknowledged to me that she executed the same.

95222

James M. ...
Notary Public
Residing at: 6911 15th Street Rd
Parkville MD 21125

My Commission Expires

My Commission Expires July 1, 1986

FILED	
AT 43	WITNESSED BY 99
DATE	July 30 1984
BY <u>James M. ...</u>	
CLERK OF DIST. COURT	

FILMED
INDEXED
PLATTED

DEC 21 1992

111860

THIS IS A LEGALLY BINDING CONTRACT IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE

Recorded at Request of First American
at 3.50 per page 3.00 Dec. 21, 1992
by Mora Rigby Dep. Book Page Ref 111860
Mail tax notice to Address

Quit-Claim Deed

LUCY M. OSBORN, an unmarried woman, Lucy M. Osborn grantor,
of Salt Lake City, Utah, County of Salt Lake, State of Utah
QUIT CLAIMS to JOHN C. ADAIR
of Salt Lake City, Utah
TEN (\$10.00) and other good and valuable consideration
the following described tract of land in Teton
State of Idaho

The South Half of the Northwest Quarter of Sec. 25, Twp. 5 N., Rge. 45 E., Boise Mer., Teton County, Idaho, together with 80 shares of the capital stock of Grand Teton Canal Co., (which are the only water rights included in this transfer).
EXCEPTING: Beginning at a point 770 feet North of the center of Sec. 25, Twp. 5 N., Rge. 45 E., Boise Mer., Teton County, Idaho, and running thence West 65 feet; thence North 20 feet; thence East 65 feet; and thence South 20 feet to the point of beginning.

WITNES the hand of said grantor, this June 17, 1992, A.D., one thousand nine hundred and ninety-two, day of

Signed in the presence of
[Signature]

STATE OF UTAH
COUNTY OF SALT LAKE
On this June 17 day of June, 1992, personally appeared before me
the signer of the within instrument, who
duly acknowledged to me that she executed the same

Notary Public
MICHELLE P. THOMPSON
60 North Meridian Drive
Salt Lake City, Utah 84102
My Commission Expires
March 6, 1996
State of Utah

[Signature]
Notary Public

WARRANTY DEED

THIS INDENTURE, made this 11th day of April, 1973,
between CLAUDE C. DALLEY and ELEN W. DALLEY, husband and wife,

Driggs, County of Teton, State of Idaho,
the parties of the first part and TRACY COLLINS BANK AND TRUST COMPANY, as Trustee
of PEDIATRIC ANESTHESIOLOGISTS, INC., EMPLOYEES' RETIREMENT PLAN
AND TRUST, of Salt Lake City,
County of Salt Lake, State of Utah, the party of the second part,

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of
Seventy Nine Thousand, Eight Hundred Seventy Five and No/100--- Dollars
lawful money of the United States of America,

have granted, bargained, sold, and by these presents, do grant, bargain, sell and convey and confirm unto
the said party of the second part, and to its successors, forever, all the following described
real estate, situated in the County of Teton, State of Idaho, to-wit: ---The South Half of the Northwest Quarter of Sec.

25, Twp. 5 N., Rge. 45 E., Boise Mer., Teton County, Idaho,
together with 80 shares of the capital stock of Grand Teton
Canal Co. (which are the only water rights included in this
transfer). EXCEPTING: Beginning at a point 770 feet North
of the center of Sec. 25, Twp. 5 N., Rge. 45 E., Boise Mer.,
Teton County, Idaho, and running thence West 65 feet; thence
North 20 feet; thence East 65 feet; and thence South 20 feet
to the point of beginning.

Subject to an easement for power lines now on said property.

Subject to easement to Village of Driggs, recorded June 18,
1943 in Book 73 at Page 417 as Instrument No. 38678, records
of Teton County, Idaho. Said easement being for water supply.

Subject to all burdens and together with all rights as to
this property under that certain oil and gas lease between
Claude Dalley and Elen W. Dalley, husband and wife, and Louise
S. Madrid, dated November 30, 1971, recorded February 18,
1972, as Instrument No. 70558.

Parties of the second part agree to give party of the second
part, its successors and assigns, access across the above
described property at a reasonable location to be determined
by Party of the second part. Party of the second part,
however, reserves the right to relocate any such access
point at any time to another reasonable point.---

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belong-
ing or in anywise appertaining, and the reversion and reversions, remainder and remainders, and rents, issues
and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity
of the said parties of the first part.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises together
with the appurtenances unto the party of the second part, and to its successors
And the said parties of the first part, and their heirs, the said premises in the quiet and peaceable
possession of the said party of the second part, its heirs and assigns, against the said parties
of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully
claiming or to claim the same shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hand
and seal the day and year first above written.

Executed and Delivered in the Presence of

Claude C. Dalley [SEAL]
Elen W. Dalley [SEAL]
[SEAL]
[SEAL]

STATE OF IDAHO,

County of Fremont

On this 11th day of April in the year 1913, before me the undersigned, a Notary Public in and for said State, personally appeared CLAUDE C. DALLEY and ELEN W. DALLEY

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Harry J. Jones

Notary Public for the State of Idaho,
Residing at *Boise*, Idaho.
My Commission Expires: *3/20/17*

No. 01217

WARRANTY DEED

Claude C. Dalley

TO
Lucy Calland
Bank of Idaho Co.

Dated *11*, 19

STATE OF IDAHO,

County of *Boise*

I hereby certify that this instrument was filed for record at request of *Lucy Calland*

at *4:30* minutes past *12* o'clock *P.* M., this *11* day of *April*, 19 *13* in my office, and duly entered in Book *100* at page *100*

By *Harry J. Jones* Notary Public.

James H. Hulett Deputy

Fees, \$

Mail to *Mr. Keillon*

40 B. St.

Salt Lake City Utah

1913

WHEN RECORDED, MAIL TO:

31219

FILED
INDEXED
PLATSD

AT 45 MINUTES PAST 12

OCT 1 - 1982

CLERK OF DIST. COURT

DEPUTY

Space Above for Recorder's Use

SPECIAL WARRANTY DEED

[CORPORATE FORM]

TRACY-COLLINS BANK & TRUST COMPANY AS TRUSTEE FOR
PEDIATRIC ANESTHESIOLOGISTS, INC. EMPLOYEES' RETIREMENT PLAN & TRUST a corporation
organized and existing under the laws of the State of Utah, with its principal office at
SALT LAKE CITY, of County of SALT LAKE, State of Utah,
grantor, hereby CONVEYS AND WARRANTS against all claiming by, through or under it to

PEDIATRIC ANESTHESIOLOGISTS, INC. EMPLOYEES' RETIREMENT PLAN & TRUST grantees
of SALT LAKE CITY, County of SALT LAKE for the sum of
SEVENTY NINE THOUSAND EIGHT HUNDRED SEVENTY FIVE & NO/100 DOLLARS
the following described tract of land in TETON County
State of Idaho:

The South Half of the Northwest Quarter of Sec. 25, Twp. 5 N.,
Rge. 45 E., Boise Mer., Teton County, Idaho, together with 80
shares of the capital stock of Grand Teton Canal Co., (which are
the only water rights included in this transfer). EXCEPTING:
Beginning at a point 770 feet North of the center of Sec. 25, Twp.
5 N., Rge. 45 E., Boise Mer., Teton County, Idaho, and running
thence West 65 feet; thence North 20 feet; thence East 65 feet; and
thence South 20 feet to the point of beginning.

Subject to an easement for power lines now on said property.

Subject to easement to Village of Driggs, recorded June 18, 1943 in
Book 73 at Page 417 as Instrument No. 38678, records of Teton
County, Idaho. Said easement being for water supply.

Continued on attached second page.

The officers who sign this deed hereby certify that this deed and the transfer represented
thereby was duly authorized under a resolution duly adopted by the board of directors of the
grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed
by its duly authorized officers this 7th day of June, A. D. 1982

Attest:

Nina C. Berry
Asst. Secretary.

TRACY-COLLINS BANK & TRUST CO. TRUSTEE

By

Ben Rietveld
VICE- President.

[CORPORATE SEAL]

STATE OF UTAH,

County of

On the 7th day of June, A. D. 1982
personally appeared before me Ben Rietveld and Nina C. Berry
who being by me duly sworn did say, each for himself, that he, the said Ben Rietveld
is the Vice- president, and she, the said Nina C. Berry is the secretary
of Tracy-Collins Bank & Trust Co. and that the within and foregoing
instrument was signed in behalf of said corporation by authority of a resolution of its board of
directors, and said Ben Rietveld and Nina C. Berry
each duly acknowledged to me that said corporation executed the same and that the seal affixed
is the seal of said corporation.



William G. Dyer
Notary Public.

My commission expires 1-15-84

My residence is

Salt Lake City, Utah

Cont. Page Two

Subject to all burdens and together with all rights as to this property under that certain oil and gas lease between Claude Dalley and Elen W. Dalley, husband and wife, and Louise S. Madrid, dated November 30, 1971, recorded February 18, 1972, as Instrument No. 70558.

Parties of the second part agree to give party of the second part, its successors and assigns, access across the above described property at a reasonable location to be determined by Party of the second part. Party of the second part, however, reserves the right to relocate any such access point at any time to another reasonable point. ---



First American Title Company of East Idaho

78 NORTH MAIN STREET, P.O. BOX 42 • DRIGGS, IDAHO 83422

TELEPHONE (208)354-2771

FAX (208)354-8825

Richard A. & Leslie H. Lee
Chan R. & Penny Lynn Underwood
P.O. Box 121
Teton Village, Wyoming 83025

April 16, 1993

RE: Pediatric Group et al/Underwood-Lee Closing

Dear Mr. & Mrs. Lee and Mr. & Mrs. Underwood,

Enclosed please find the following documents pertaining to the above mentioned Closing:

1. Copy of Buyer's Closing Statement
2. Original Recorded Warranty Deed
3. Copy of recorded Real Estate Mortgage
4. Copy of Installment Note Secured by Mortgage
5. Copy of Partial Acreage Release Agreement
6. Copy of Long Term Escrow Instructions
7. Policy of Title Insurance

Thank you for allowing us to serve you in this transaction.

Sincerely,

First American Title Co.
Jerrilee Brower/Escrow Officer

First American Title Company
78 North Main Street * Driggs, ID 83422
(208) 354-2771

ESCHOW NUMBER: KT-969
PROPERTY:

T5N, R45E, SECTION 25: SE1/4NW1/4

TODAY'S DATE: 4/12/93
CLOSING DATE: 4/13/93

ESCROW CLOSING STATEMENT OF:
RICHARD A. LEE
LESLIE H. LEE
CHAN R. UNDERWOOD
PENNY LYNN UNDERWOOD

OTHER PARTY:
JOHN C. ADAIR, M.D.
WALLACE H. RING, M.D.
BETTY J. DILLON, M.D.

ESTIMATED BUYER'S CLOSING STATEMENT

DESCRIPTION	DEBITS	CREDITS
Sales Price	80,000.00	
Earnout Money		1,500.00
Loan Amount		40,000.00
Escrow Filing Fee	85.00	
Prorate Taxes 1/01/93 to 4/13/93 @ \$80.70/12 mos.		22.71
Closing Escrow Fee First American Title Co.	145.00	
Recording fees: Deeds 9.00 Mtgs 15.00 Releases\$	15.00	
Subtotals	80,245.00	41,522.71
Balance Due From Buyer	80,245.00	30,722.22
TOTALS		80,245.00

It is agreed by the undersigned that the foregoing statement is tentative and that it may change if a change in the closing date occurs or if any other unforeseen contingencies arise. In the event changes in the statement become necessary, you are nevertheless authorized to close this escrow. It is understood that we will receive a final statement of account if the above totals are changed.

APPROVED AND ACCEPTED THIS 15th Day of April, 1993.

First American Title Company

By: Layne Price

Richard A. Lee
RICHARD A. LEE

Leslie H. Lee
LESLIE H. LEE

Chan R. Underwood
CHAN R. UNDERWOOD

Penny Lynn Underwood
PENNY LYNN UNDERWOOD

L + U Development is Richard A. Lee
and Chan Underwood

No 1080	
CERTIFICATE OF STOCK.	
Incorporated Under the Laws of the State of Idaho.	
Grand Teton Canal Company, Limited	
Principal Place of Business, Driggs, Idaho. Capital Stock, \$50,000.	
This certifies that <u>L + U. Development Inc.</u>	
is the owner of <u>Forty</u> Shares of the	Capital Stock of the GRAND TETON CANAL COMPANY, LIMITED,
transferable on the books of the Company by indorsement	
hereon and surrender of this certificate.	
Driggs, Idaho, August 25 1920	
<u>Frank J. Smith</u> President	<u>Frank J. Smith</u> Secretary.

If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

1. Signature of New Owner(s) or Claimant(s) _____
(include title if applicable) _____
Rufus A. Lee
Chas R. Underwood

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only			
Received by _____	Date _____	Fee _____	
Received by _____	Date _____	Receipt No. _____	
Processed by _____ AJ	Date _____	WR _____	Date _____