

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

22-13725

RECEIVED
JUL 23 2007
DEPARTMENT OF
WATER RESOURCES

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)

Case No. 39576)

A. Subcase 22-13725

(Insert water right number)

STANDARD FORM 1
OBJECTION

Please fill in the following information:

B. NAME AND ADDRESS OF PERSON OBJECTING

Name: Richard Lee, Leslie Lee and Chan Underwood

Address: PO Box 121

Teton Village, WY 83025

Daytime Phone: _____

Name & Address of Attorney, if any:

Jarin O. Hammer

2105 Coronado Street

Idaho Falls, ID 83404

C. CLAIMANT OF WATER RIGHT AS LISTED IN DIRECTOR'S REPORT

Name: Richard Lee, Leslie Lee and Chan Underwood

Address: PO Box 121

Teton Village, WY 83025

D. I object to the following elements as recommended in the Director's Report. (Please check the appropriate box(es)).

1. ☒ **Name and Address**
Should be: Richard Lee, Leslie Lee and Chan Underwood
PO Box 121, Teton Village, WY 83025
2. ☒ **Source**
Should be: Ground Water
3. ☒ **Quantity**
Should be: 0.800 CFS
4. ☒ **Priority Date**
Should be: 07/05/1950
5. ☒ **Point of Diversion**
Should be: T05N R45E S25 SENW Within Teton County
6. ☐ **Instream Flow Beginning and Ending Point**
Should be: _____
7. ☒ **Purpose(s) of Use**
Should be: Irrigation
8. ☒ **Period of Year**
Should be: 01/01 through 12/31
9. ☒ **Place of Use**
Should be: Irrigation in Teton County
T05N R45E SENW 40.00 40 acres total
10. ☐ **I object because:**
☐ This water right Should not exist.
☐ This water right was not recommended, but Should be recommended with the elements described above.

E. **REASONS SUPPORTING OBJECTIONS(S):** _____
Claimant has resumed the use of the water under water right
no. 22-13725. See affidavit of Richard Lee.

VERIFICATION (must be completed)

State of Idaho)
)ss.

County of Bonneville)

Richard A. Lee, duly sworn, upon oath, deposes and says:
(Name of person filing objection)

That I am the party/claimant filing this objection, as defined by I.C. §§ 42-1401A(1) and (6) or that I am the attorney for the party/claimant objecting and that I have read this objection, know its contents and believe that the statements are true to the best of my knowledge.

Rufus A. Lee
(Signature of person filing objection)

(Attorney signing in representative capacity)

Subscribed and sworn to before me on: July 29, 2007



Notary Public for Tamara O. Hamner
Residing at: 1 Lake Falls Rd
My Commission Expires: 2/3/2011

INSTRUCTIONS FOR MAILING

You must mail the objection, to the Clerk of the court. **FAX filings will not be accepted.** You must also send a copy to all the parties listed below in the Certificate of Mailing.

G. CERTIFICATE OF MAILING

I certify that on July 20, 2007, I mailed the original and copies of this objection, including all attachments, to the following persons:

1. Original to:

Clerk of the District court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls, ID 83303-2707

2. One copy to the claimant of the water right at the following address:

Name: _____
Address: _____

3. Copies to:

IDWR Document Depository
PO Box 83720
Boise, ID 83720-0098

United States Department of Justice
Environment & Nat'l Resources Div
550 W Fort Street, MSC 033
Boise, ID 83724

Chief, Natural Resources Division
Office of Attorney General
PO Box 44449
Boise, ID 83711-4449

Janis O. Hammer

Signature of objector or attorney
mailing on Objector's behalf

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)

Case No. 39576)
_____)

A. Subcase 22-13725

(Insert water right number)

AFFIDAVIT OF RICHARD LEE

Richard Lee, being first sworn, states:

1. I am competent to testify. All matters stated in this affidavit are based upon my personal knowledge or upon my information and belief following a reasonable investigation into the matters asserted.

2. I am one of the owners of water right no. 22-13725. In addition, I am one of the owners of the real property located in Teton County, Idaho, associated with water right no. 22-13725. The real property is described as follows (real property):

T5N R45 E Boise Meridian Teton County, Idaho:
Section 25, SE ¼ NW ¼

3. On July 19, 2007, Chan Underwood (another owner of the real property) and I irrigated the real property by pumping water from a well. We used a generator to pump the water. The well is located on the real property.

4. Mr. Underwood and I am irrigated the real property to grow alfalfa.

5. I have attached photographs showing the water on the real property on July 19, 2007. The photographs are attached as exhibit 1 to this affidavit.

6. I have also included a dvd showing the watering of the real property. The dvd is attached as exhibit 2.

7. I May 2007, I hired American Pump Co. located in Ucon, Idaho to fix the pump associated with the well. Attached as exhibits 3-4 are an invoice and statement from the pump company.

8. In May 1994, American Pump Co. also tested the pump and watered the real property. Attached as exhibit 5 is an invoice from the pump company.

9. My future plans are to continue to irrigate the real property each year.

Dated: July 19, 2007

Richard Lee

Richard Lee

Subscribed and sworn to before me this 20th day of July, 2007.

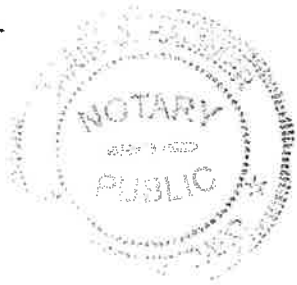
James D. Hamm

Notary Public for Idaho

Residing at: Evans Falls

My commission expires: 2/3/2011

SEAL



Certificate of Service

I certify I am a licensed attorney in the state of Idaho and on July 20, 2007, I served a true and correct copy of the foregoing document on the following by the method of delivery designated below:

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls, ID 83303-2707

☐ U.S. Mail ☒ FedEx Overnight ☐ Facsimile

IDWR Document Depository
PO Box 83720
Boise, ID 83720-0098

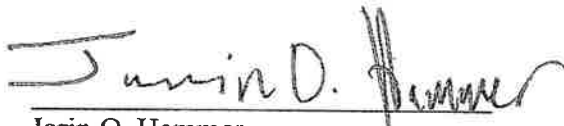
☒ U.S. Mail ☐ Hand-delivered ☐ Facsimile

United States Department of Justice
Environment & Nat'l Resources Div
550 W Fort Street, MSC 033
Boise, ID 83724

☒ U.S. Mail ☐ Hand-delivered ☐ Facsimile

Chief, Natural Resources Division
Office of Attorney General
PO Box 44449
Boise, ID 83711-4449

☒ U.S. Mail ☐ Hand-delivered ☐ Facsimile



Jarin O. Hammer
Of Beard St. Clair Gaffney PA
Attorney for Objector

AMERICAN PUMP CO.
10758 N. YELLOWSTONE HWY
P.O. BOX 267
UCON, ID 83454-0267
208-529-4517
FAX 208-529-4587

*
* I N V O I C E *
*

Document Number: 015661

Document Date: 07/18/07

Page: 1

Sold L&U DEVELOPMENT, INC.
To: P.O. BOX 121
TETON VILLAGE, WY
83025

Ship L&U DEVELOPMENT, INC.
To: P.O. BOX 121
TETON VILLAGE, WY
83025

Ship Via.:
Ship Date: 07/18/07
Due Date.: 08/02/07
Terms..... NET 15

Cust I.D.....: L&UDEV
P.O. Number...:
P.O. Date.....: 07/18/07
Job/Order No.:
Salesperson...:

Item I.D./Desc.	Ordered	Shipped	Unit	Price	Net	TX
SPOKE TO MR LEE 5/7/07 ABOUT MOTOR REPAIR. SET APPOINTMENT TO GET IT PICKED UP AFTER 5/21/07						
SERVICE TRUCK + 1 MAN - PICK UP MOTOR IN DRIGGS 5/30/07	3.00	3.00	HR	65.0000	195.00	E
BUILD NEW HEADSHAFT FOR PUMP & MOTOR AT DRIGGS 1" x 36" 14THREAD SHAFT + (1) HOUR MACHINING 6/13/07	1.00	1.00		70.1200	70.12	E
BOOM TRUCK + 1 MAN SET MOTOR ON PUMP IN DRIGGS, TURN PUMP HEAD 7/6/07	3.00	3.00	HR	85.0000	255.00	E

PLEASE PAY FROM THIS INVOICE
1.5% SERVICE CHARGE AFTER 30 DAYS
WE NOW ACCEPT VISA & MASTERCARD
AUTHORIZED BY _____

Subtotal: 520.12
Tax.....: 0.00
Total....: 520.12



AMERICAN PUMP CO
10758 N. YELLOWSTONE HWY
UCON IDAHO 83454
208-529-4517

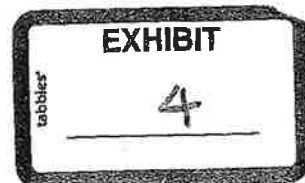
L & U DEVELOPMENT
BOX 121
TETON VILLAGE WYO 83205

WE HAVE SO FAR CHECKED EXISTING MOTOR. CLEANED HEAD SHAFT
COUPLER. SET 50 HP MOTOR ON EXISTING PUMP IN WELL, WITH NEW HEAD
SHAFT. SET UP PORTABLE MAINLINE TO DIRECT WATER TO EXISTING
DITCH

WE STARTED MOTOR AND PUMP WITH A GENERATOR. PUMP IS NOW
RUNNING AND WATERING FIELD.

Dan Ruff

208-390-5190





AMERICAN PUMP CO.

10758 N. Yellowstone Hwy.
P.O. Box 267 • Ucon, ID 83454
(208) 529-4517

5/15/97

Customer Richard Lee Location Diggins

Equipment Used Crane/Tester Crew Leader Nite

Rate Per Hour _____ X Hours _____

All time is chargeable. DESCRIBE WORK DONE:		COST
Set up test engine / Started		
pumping 2:00		675.00
		67.50
PARTS USED:		742.50
Extra test time 45.00		
Parts 27.50		
67.50		
L+U Development Inc		
P.O. Box 121		
Teton Village, WY.		
83025		
WORK YET TO DO:		
TOTAL		742.50

EXHIBIT

5

CERTIFICATE OF STOCK.

No 1080

Incorporated Under the Laws of the State of Idaho.

Shares

Grand Teton Canal Company, Limited

Principal Place of Business, Driggs, Idaho.

Capital Stock, \$50,000.

This Certifies that L. & U. Development Inc.

is the owner of Forty 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 19 2001

Lawell Johnson

President

Lawell Johnson

Secretary

SHARES OF EACH.

(WATER RIGHT NUMBERS THAT BEGIN WITH AN '**' ARE ADJUDICATION CLAIMS)
(QUARTER-QUARTERS WITH A '?' HAVE DIFFERENT ACREAGE AMOUNTS--CHECK THE DATA BASE RECORDS)

WR-NUMBER	SOURCE	NE				NW				SW				SE				SUM
		Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	
2200277	TETON CREE																	120
2200249	TETON CREE																	
A2200249A	TETON CREE																	
A2200249B	TETON CREE																	
2200277	TETON CREE																	
2202020D	TETON CREE																	
2202023	TETON CREE																	
2202047	TETON CREE																	
A2202138	GROUNDWATE																	
A2202138A	GROUNDWATE																	
T2202138A	GROUNDWATE																	
T2202138B	GROUNDWATE																	
2202143	GROUNDWATE																	
A2202143	GROUNDWATE																	
2204001	TETON CREE																	
A2204001	TETON CREE																	
A2212278	TETON CREE																	
A2212279	TETON CREE																	
--86 MAP--	C81Q-X 50																	

Original Overlap 120 Canal Shares

SRBA Claim + transfer do not reference any other rights
or use of GW as supplemental.

22-00277 - Canal Co. surface w.r. apparently not claimed/no longer used here.

T 5861
68544

TRANSFER REVIEW SHEET

(01-01)

Transfer # 5861/168544

Date Reviewed 01-22-01

SPLIT POD ☒ ADD POD POU PERIOD or NATURE of USE

RESULT IN OWNERSHIP CHANGE? ☒ No Yes

ALL OF RIGHT(S) W=Water Right (C) SRBA Claim R=SRBA Recommendation

<u>C/22-2138A</u>	<u>/</u>	<u>/</u>	<u>/</u>	<u>/</u>
<u>/</u>	<u>/</u>	<u>/</u>	<u>/</u>	<u>/</u>
<u>/</u>	<u>/</u>	<u>/</u>	<u>/</u>	<u>/</u>
<u>/</u>	<u>/</u>	<u>/</u>	<u>/</u>	<u>/</u>
<u>/</u>	<u>/</u>	<u>/</u>	<u>/</u>	<u>/</u>
<u>/</u>	<u>/</u>	<u>/</u>	<u>/</u>	<u>/</u>

PART OF RIGHTS (S)		(Unchaged)		(Changed)
<u>/</u>	to	<u>/</u>	<u> </u>	<u>/</u>
<u>/</u>	to	<u>/</u>	<u> </u>	<u>/</u>
<u>/</u>	to	<u>/</u>	<u> </u>	<u>/</u>
<u>/</u>	to	<u>/</u>	<u> </u>	<u>/</u>
<u>/</u>	to	<u>/</u>	<u> </u>	<u>/</u>
<u>/</u>	to	<u>/</u>	<u> </u>	<u>/</u>
<u>/</u>	to	<u>/</u>	<u> </u>	<u>/</u>
<u>/</u>	to	<u>/</u>	<u> </u>	<u>/</u>
<u>/</u>	to	<u>/</u>	<u> </u>	<u>/</u>
<u>/</u>	to	<u>/</u>	<u> </u>	<u>/</u>
<u>/</u>	to	<u>/</u>	<u> </u>	<u>/</u>
<u>/</u>	to	<u>/</u>	<u> </u>	<u>/</u>

Standard Season 4-15 to 10-31

Standard Volume 3.5 / 2.5

- (1) ☒ Priority (2) ☒ Use (3) Season/W61 (4) ☒ Rate (5) Volume
 (6) ☒ Source (7) P/D (8) ☒ P/U (9) ☒ Proof/Owner (10) ☒ Map
 (11) NA Water District (12) NO Pertinent Conditions (13) NO Expansion

(3) No licensed season - Allow standard.

(5) Standard Vol. = 3.5 x 38 = 133 cfs

(7) Change P/D to NESUNW, S25

Originally developed to supplement Grand Teton Canal Co (120 shares) FE states supplemental use only - generally not used until August. 22-00277 originally overlooked - Not claimed here in SRBA or under this number.

Transfer Remarks & Conditions 046, 01M, R43, T07, T08, T09

Database/Processing Notes

Workflow Updated 3-26-2001 CS



Attorneys

Attorneys admitted in
Idaho Oregon Washington Wyoming

Breana Rice

Legal Assistant

2105 Coronado Street • Idaho Falls, ID 83404

Phone (208) 557-5227 • Fax (208) 529-9732

Email breana@beardstclair.com

February 19, 2009

Idaho Department of Water Resources

Attn: Michael Holliday

322 East Front Street

PO Box 83720

Boise, ID 83720-0098

RECEIVED

FEB 23 2009

DEPARTMENT OF
WATER RESOURCES

Re: Richard Lee and Chan Underwood.

Dear Mr. Holliday,

Enclosed please find the signed Notice of Claim to a Water Right Acquired Under State Law to be filed. Also enclosed please find check #2328 in the amount of \$90.00 for the claim fee. Once this has been filed, please contact Jarin Hammer at 557-5207. If you have any questions, please do not hesitate to contact me at the office.

Sincerely,

Breana Rice

Legal Assistant

Encl

RECEIVED

FEB 26 2009

Department of Water Resources
Eastern Region

www.beardstclair.com

Winston V. Beard John G. St. Clair Michael D. Gaffney Harlow J. McNamara Gregory C. Calder Jarin O. Hammer
Lance J. Schuster Gordon S. Thatcher Jeffrey D. Brunson Nathan M. Olsen John M. Avondet Julie Stomper Blair J. Grover, of Counsel

Idaho Department of Water Resources Receipt

Receipt ID: C088061

Payment Amount	\$90.00	Date Received	2/23/09 4:50	Region	STATE
Payment Type	Check	Check Number	2328		
Payer	BEARD ST. CLAIR GAFFNEY, PA				

Comments Water Right # 22-13725 Amendment Fees

Fee Details

Amount	Description	Fund	Fund Detail	PCA	Subobject
\$90.00	ADJUDICATION FILING FEE	0337		41503	1155

SR7

Signature Line (Department Representative)

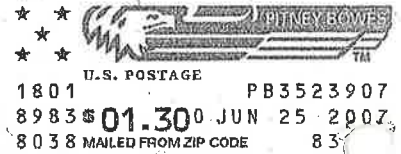
Returned Mail

22-13617
22-13724
22-13725

IDAHO DEPT. OF WATER RESOURCES
Eastern Region
900 N. Skyline Dr., Ste. A
Idaho Falls, ID 83402-1718
(208) 525-7161

TO
CLAUDE DALLEY
ASA BUTLER

DRUGS 122



- ☐ Not Deliverable - No Addressee
- ☐ Unable to Forward
- ☐ Invalid/Incorrect Address
- ☐ Moved, Not in Address
- ☐ Undelivered - Not Known
- ☐ Addressed - Not Known
- ☐ No Such Street
- ☐ No Such Number
- ☐ Vacant
- ☐ Inhabitable
- ☐ No Mail Receivable
- ☐ Box Closed - No Order
- ☐ Returned For Better Address
- ☐ Postage Due

SCANNED
JUN 25 2007

RECEIVED

JUN 27 2007

Department of Water Resources
Eastern Region



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A • Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 • Fax: (208) 525-7177 • Web Site: www.idwr.idaho.gov

EASTERN REGION

June 11, 2007

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

RICHARD & LESLIE LEE
CHAN R UNDERWOOD
PO BOX 121
TETON VILLAGE WY 83025

RE: Notice of Change of Water Right Ownership (NCO) for
22-13617 and Notice of Completed Administrative Proceeding
(NCAP)

Dear Claimants:

The Idaho Department of Water Resources (IDWR) received an NCO changing the right holder for a portion of the above referenced water right(s). Based on this NCO, IDWR water right records for the Snake River Basin Adjudication (SRBA) have been updated with new water right numbers reflecting the division of the water right(s).

Furthermore, as directed by the SRBA Court, this office mailed a copy of the updated water right record(s) to each party listed on the enclosed NCAP. The intent of this mailing is to ensure each party has a current record of the water right(s) as recorded in the SRBA.

Please feel free to contact me if you have any questions concerning this matter.

Respectfully,

Jennifer Crabtree
Technical Records Specialist

Enclosure

SCANNED

JUN 26 2007

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)

Water Rights: 22-13617 SPLIT
INTO 22-13724 & 22-13725

Case No. 39576)

NOTICE OF COMPLETED
ADMINISTRATIVE
PROCEEDING

IDWR has completed the following Administrative proceeding:

- ☐ Address change
- ☒ Substitution of Party BUTLER/DALLEY – BUTLER/DALLEY & LEE/UNDERWOOD
- ☐ I.C. § 42-222 transfer
- ☐ point of diversion ☐ place of use
- ☐ period of use ☐ nature of use
- ☐ split of water right ☐ change in ownership

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above as set forth in the attached *Amended Director's Reports* for said water rights. No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: 21 June 2007

Ernest Carlson

Signature of IDWR Representative

SCANNED

JUN 26 2007

CERTIFICATE OF MAILING

I certify that on June 25, 2007, I mailed the original and copies of this form to the following persons, postage prepaid by regular mail and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
PO Box 2707
Twin Falls ID 83303-2707

2. One copy to:

Claimant/Seller for Substitution of Party or attorney of record:
CLAUDE DALLEY
ASA BUTLER
DRIGGS ID 83422

3. One copy to:

Claimant/Purchaser for Substitution of Party, or attorney of record:
CLAUDE DALLEY RICHARD & LESLIE LEE
ASA BUTLER CHAN R UNDERWOOD
DRIGGS ID 83422 PO BOX 121
 TETON VILLAGE WY 83025

4. One copy to:

Each party in the subcase, or attorney of record
N/A

5. One copy each to:

Chief Natural Resources Division
Office of the Attorney General
PO Box 44449
Boise ID 83711-4449

6. One Copy to:

United States Dept of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724



Signature of person or attorney mailing the form

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

DELOG AR
 6-8-04
 RECEIVED
 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. 0
- 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**.

Name and Address of Former
 Owner/Claimant(s)

Claude Dalley + Milton Butler
(deceased)

New Owner/Claimant(s)

Richard A. Lee + Leslie H. Lee Chan R. 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

Date you acquired the property

April 15, 1993

(307) 690-7866
cell

SCANNED

JUN 26 2007

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	_____	_____

Signature of New Owner(s) or Claimant(s)
(include title if applicable)

Rufus A. Lee
Chan 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 _____

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 Grantors, 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:

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.**

WALLACE H. RING, M.D. by 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, M.D., Trustee

GEORGE COMBS, M.D., Trustee

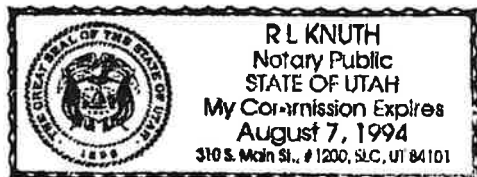
STATE OF UTAH)
)
) ss.
COUNTY OF SALT LAKE)

On this 17th 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

A circular notary seal for R L Knuth, Notary Public, State of Utah. The seal features an eagle with spread wings perched on a shield, surrounded by the words "THE GREAT SEAL OF THE STATE OF UTAH" and the year "1896". To the right of the seal, the text reads: "R L KNUTH", "Notary Public", "STATE OF UTAH", "My Commission Expires", "August 7, 1994", and "310 S. Main St., #1200, SLC, UT 84101".

Commission Expires:

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.

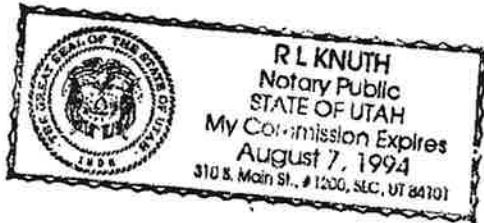


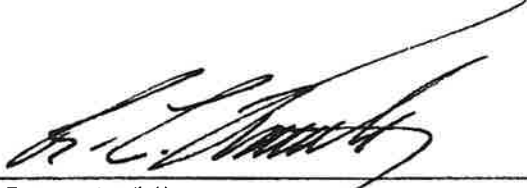
Commission Expires:

On this 7th 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.




Notary Public

Residing at

Commission Expires: *Salt Lake City*
8/7/94

rik\document\wardeed.rj

112606

FILED

AT THE REQUEST OF

First American

AT 15 MINUTES PAST *2* P. M.

DATE *April 15, 1993*

Ava J. Drake

CLERK OF RECORDER

BY *Nora Rigby*

DEPUTY



STATE OF Wyoming)
County of Teton) : ss.

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

INSTALLMENT NOTE-4

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.

REAL ESTATE MORTGAGE-1

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} 7257, Jackson, Wyoming ⁸³⁰²⁵ 83001, and CHAN R. and PENNY LYNN UNDERWOOD, husband and wife, of P.O. Box ^{Star route 9 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

REAL ESTATE MORTGAGE-2

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.

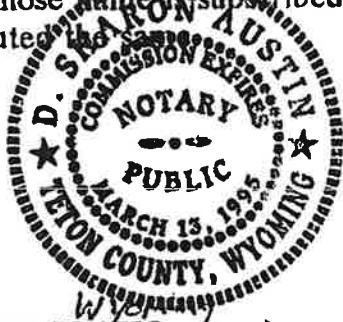
It is also agreed, that the failure to pay when due any sum herein covenant to be paid, or secured hereby, or the failure to comply with one of the agreements hereof, shall cause the whole debt to become due and collectable at the option of the mortgagee, without notice; that all money paid by the said 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
 Notary Public for ~~Idaho~~ ^{Wyoming}
 Residing at: Jackson
 My Commission expires: 3/13/95

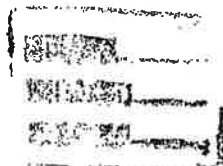
112607

FILED

AT THE REQUEST OF

First America
 20 MINUTES PAST 2
 DATE April 15, 1993
Asa J. Drake
 CLERK OF RECORDS
Alva L. Drake

REAL ESTATE MORTGAGE-5



**INSTALLMENT NOTE
SECURED BY MORTGAGE**

CCFV

\$40,000

April 13, 1993

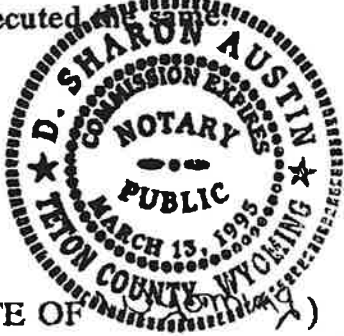
For Value received, RICHARD A. LEE, LESLIE H. LEE, CHAN R. UNDERWOOD and PENNY LYNN UNDERWOOD, of P.O. Box 121, Teton Village, WY 83025, promises to pay to JOHN C. ADAIR, M.D., WILLIAM C. PETERSEN, M.D., TRUSTEE OF THE WILLIAM C. PETERSEN, M.D., P.C. RP2 dated December 12 1988, WALLACE H. RING, M.D., 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.

INSTALLMENT NOTE-1

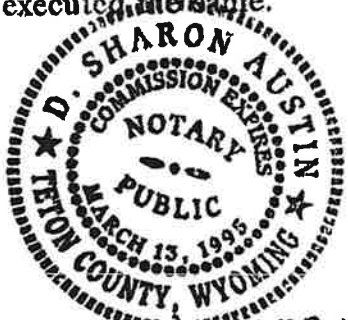
the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



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

STATE OF)
County of Teton) : ss.

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.



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

STATE OF Wyoming)
County of Teton) : ss.

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.



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

INSTALLMENT NOTE-3

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. by Roger Jones P.O.A.
William C. Petersen, M.D., P.C. RP2, dated Dec. 12, 1988, 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.

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

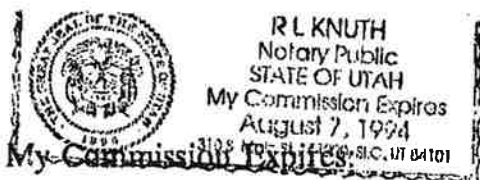
FIRST AMERICAN TITLE COMPANY OF
EAST IDAHO

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. PIETERSEN, M.D., Trustee, thereto as principal and his own name as attorney-in-fact.



8/7/94

[Signature]
Notary Public, residing at:

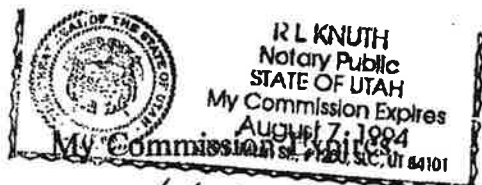
Salt Lake City, UT

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

: ss.

~~COUNTY OF SALT LAKE~~)
TAOS

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:

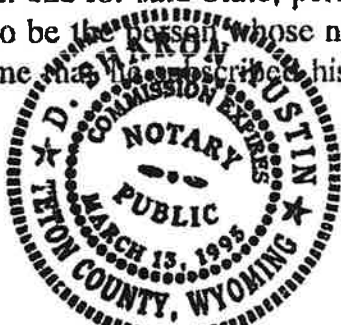
TAOS, NEW MEXICO

My Commission Expires:

4/6/96

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

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

Sharon Austin
Notary Public, residing at:

Jackson, WY

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

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.

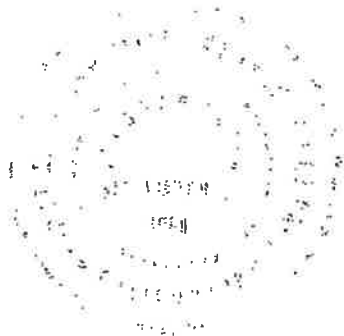
This Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.

First American Title Insurance Company

BY *Parker S. Kennedy* PRESIDENT

ATTEST *William C. Zaepfel* SECRETARY

BY *Laurel D. Lee* 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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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



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



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., 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

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: ---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 thereto 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 detailed 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.

Marilyn J. Macvey
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.

J. Stephen Gregg
Notary Public

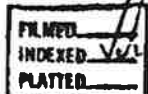
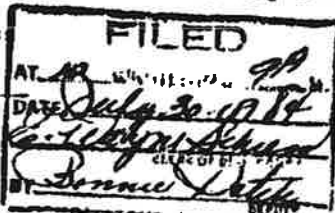
95222

Residing at:

6911 15th Avenue Rd
Baltimore, MD 21215

My Commission Expires

My Commission Expires July 1, 1988



Form No. 1402-87
(4-6-90)
ALTA Owner's Policy



POLICY OF TITLE INSURANCE



ISSUED BY

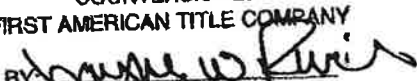
First American Title Insurance Company

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

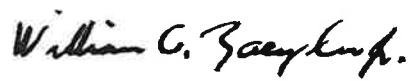
BY: 
Title Officer

First American Title Insurance Company

BY:  PRESIDENT

880846

ATTEST



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



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

AT 10 MINUTES PAST 3 P.M.

DATE *Dec 21 1992*

Joe J. Drake

Fire 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. Adair
Trustee

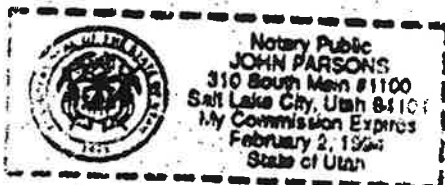
STATE OF UTAH
COUNTY OF SALT LAKE :ss.

On this 12th day of June, 1992, before me, the undersigned Notary Public in and for said state, personally appeared before me John C. Adair, 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. Adair
Residing at:
SALT LAKE CITY, UT.



WARRANTY DEED

THIS INDENTURE, made this 11th day of April, 1973
between CLAUDE C. DALLEY and ELEN 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 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 hands
and seal. S the day and year first above written.

Executed and Delivered in the Presence of

_____	}	<u>Claude C. Dalley</u>	[SEAL]
_____		<u>Elen W. Dalley</u>	[SEAL]
_____		<u>Betty Lou Butler</u>	[SEAL]
_____		<u>Milton W. Butler</u>	[SEAL]

No. 31218

FILED
RECORDED
DATE

WARRANTY DEED

Claude C. Dalley
or ab

TO
Grace Collins Burt
Just Deed

Dated 4 11, 19 23

STATE OF IDAHO,

County of *Idaho*

I hereby certify that this instrument
was filed for record at request of
Doctor Nelson

at 4 59 minutes past 12
o'clock M., this 1 day of
Oct, 19 23, in my

office, and duly entered in Book
of *McGregor*
at page

E. Wayne Hughes
Ex-Officio Recorder.

By *Dr. Nelson*
Deputy.

Fees, \$

Mail to

Art. Porter Printing - Boise

STATE OF IDAHO,
County of Fremont } ss.

On this 11th day of April, 1923, 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 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.

Wm. J. Wallace
Notary Public for the State of Idaho,
Residing at *Idaho*, Idaho.
My Commission Expires: 3/23/25

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 10th day of July, 1984.

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.

Notary Public
Residing at:

6811 15th Avenue Rd
Kates MD 21225

My Commission Expires

My Commission Expires July 1, 1986

35222

FILED
AT 18
DATE July 30 1984
BY Bonnie L. Lister

FILMED
INDEXED
PLATTED

DEC 21 1992

111860

THIS IS A LEGALLY BINDING CONTRACT IF NOT UNDERSTOOD, SEEK COUNSEL AND ADVISE

Recorded at Request of

First American

at 340 West Van Ness

Dec 21, 1992

by *John C. Adair*

Dep. Book

Page

Ref

111860

Mail box holder to

Address

Quit-Claim Deed

I, LUCY M. OSBORN, an unmarried woman,
of Salt Lake City, Utah,
County of Salt Lake,
State of Utah, do hereby

grant,

Salt Lake

State of Utah, to

JOHN C. ADAIR

of Salt Lake City, Utah

grant,

for the sum of

DOLLARS

County

TEN (\$10.00) and other good and valuable consideration

Teton

the following described tract of land in

State of Utah

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 70 feet; thence East 65 feet; and thence South 20 feet to the point of beginning.

WITNES the hand of said grantor, this

June 17,

A.D. one thousand nine hundred and ninety-two.

day of

Witness the presence of

John C. Adair

STATE OF UTAH

COUNTY OF SALT

On this

day of

June 17, 1992

personally appeared before me

the signer of the within instrument who

LUCY M. OSBORN

fully acknowledged to me that she executed the same

Notary Public

SHELLE P. THURLEY

60 North Medical Drive

Salt Lake City, Utah 84143

My Commission Expires

March 9, 1998

State of Utah

Shelle P. Thurley
Notary Public

Handling at

WARRANTY DEED

THIS INDENTURE, made this 11th day of April, 1973, between CLAUDE 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

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 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 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 successors, 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 successors, 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 seals 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 } ss.

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. DALRY and ELEN W. DALRY known to me to be the person S. whose name S. 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.



C. Dalry
Notary Public for the State of Idaho,
Residing at *Idaho*
My Commission Expires: *1914*

No. 31217
WARRANTY DEED

Claude C. Dalry

TO

Lucy C. Dalry
Beal & Lunt Co.

Dated _____, 19____

STATE OF IDAHO,

County of *Peton* } ss.

I hereby certify that this instrument was filed for record at request of *Beal & Lunt Co.* at *75* minutes past *12* o'clock *P.* M., this *1* day of *Oct*, 19*13*, in my office, and duly entered in Book of *Beal & Lunt Co.* at page *1*.

E. Wayne Shupe
Ex-Officio Recorder.
By *Dennis H. Hatcher*
Deputy.

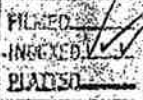
Fees, \$ _____

Mail to *Mr. Keillon*
140 B. St.

Salt Lake City Utah

WHEN RECORDED, MAIL TO:

91219



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~~ 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.

[CORPORATE SEAL]

STATE OF UTAH,

County of

TRACY-COLLINS BANK & TRUST CO. TRUSTEE

By

Ben Rietveld
VICE- President.

ss.

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, Asst.
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.



Walter S. D. ...
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,

Jerrilee Brower

First American Title Co.
Jerrilee Brower/Escrow Officer



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

ESCROW NUMBER: ET-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		3,500.00
Loan Amount		40,000.00
Escrow Filing Fee	85.00	
Prorate Taxes 1/01/93 to 4/13/93 @ \$80.70/12 mos.		22.77
Closing Escrow Fee First American Title Co.	145.00	
Recording fees: Deeds 9.00 Mtgs 15.00 Releases\$	15.00	
Subtotals	80,245.00	43,522.77
Balance Due From Buyer		30,722.22
TOTALS	80,245.00	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

2

1

2

CERTIFICATE OF STOCK.

Incorporated Under the Laws of the State of Idaho.

No 1080

40 Shares

Grand Teton Canal Company, Limited

Principal Place of Business, Driggs, Idaho.
Capital Stock, \$50,000.

This Certifies that L & U. Development Inc.
is the owner of Forty 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 192001

Lawell Johnson President Lawell Carter Secretary.

SHARES 50 EACH.

THE UNITED STATES OF AMERICA

Certificate No. 469

To all to Whom these Presents shall Come GREETING:

WHEREAS, Howard A. Wallace of Bingham County Idaho
has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at
Blackfoot, Idaho whereby it appears that full payment has been made
by the said Howard A. Wallace
according to the provisions of the Act of Congress of the 24th of April, 1820, entitled, "An Act making further provisions for
the Sale of the Public Lands." and the acts supplemental thereto, for the

South half of the north west quarter and the north half of the south west
quarter of section twenty five and the south east quarter of section twenty six
intownship five north of Range forty five East of Boise Meridian, Idaho, con-
taining three hundred and twenty acres.

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General,
which said Tract has been purchased by the said Howard A. Wallace

NOW, KNOW YE, That the United States of America, in consideration of the premises, and in conformity with the several
Acts of Congress in such case made and provided, have GIVEN and GRANTED, and by these presents do GIVE and GRANT,
unto the said Howard A. Wallace
and to his heirs, the said Tract above described.

TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances of whatsoever
nature thereunto belonging, unto the said Howard A. Wallace

and to his heirs
and assigns forever, subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and
rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local
customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode, to extract and remove
his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law, and there
is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the
United States.

IN TESTIMONY WHEREOF, I, Grover Cleveland President of the United
States of America, have caused these letters to be made Patent, and the Seal of the General
Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the eighteenth
day of July, in the year of our Lord one thousand nine hundred
and ninety-three, and of the Independence of the United States the one
hundred and eighteenth

BY THE PRESIDENT: Grover Cleveland

By E. Macfarland Asst.
W. L. Kee

Secretary.

Recorded

Vol. 3A

Page

434

Recorder of the General Land Office,

Transcribed from Book A of Patents, page 469, Fremont County Records. Ad Interin

Filed for Record at 10 o'clock A. M., September 18 A. D. 1896, and recorded at the request of
H. Dinwoody

SCANNED

By Ernest Bramwell Deputy. JUN 26 1907. Bramwell Recorder.
Transcribed from Book 42, Patents, page 223, Madison County Records.

the first part, of, in or to said premises, and every part and parcel thereof, with the appurtenances.

To have and to hold all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever. And the said parties of the first part, and their heirs, the fee simple title to the said premises, and the quiet and peaceable possession thereof in the said party of the second part, his heirs and assigns, against the said parties of the first part, and their heirs, and against any and all 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 seals the day and year first above written.

Howard A. Wallace, (seal)

Margurite Groves Sittle Wallace (seal)

Signed, sealed and delivered in the presence of D. C. Driggs, Henry Wallace.

United States of America.

State of Idaho

SS

County of Fremont.

On this 31st day of July A. D. one thousand eight and ninety six before me, F. S. Bramwell a clerk in and for said Fremont County duly commissioned and qualified, personally appeared the within names Howard A. Wallace and Marguret Groves Sittle Wallace his wife whose names are subscribed to the foregoing deed of Conveyance as grantors therein, personally known to me to be the indentical persons mentioned in, and who executed the same, and duly acknowledged to me that they executed the same, freely and voluntarily, and for the uses and purposes therein mentioned.

In Witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(seal)

F. S. Bramwell, Clerk of Dist. Court,

By D. C. Driggs, Deputy.

Recorded at the request of H. Dinwoody, September 18th A. D. 1896, at 10 minutes past 10 o'clock A. M. F. D. Bramwell, Recorder Fremont County, by Ernest Bramwell, Deputy. Transcribed from Book C of Deeds page 498, Fremont County Records. Transcribed from Book 6 of deeds page 261, Madison County Records.

Warranty Deed.

Ellen C. Clawson, grantor of Salt Lake City, County of Salt Lake, Territory of Utah, hereby convey and warrant to Claire, L. Clawson, grantee of Salt Lake City, Utah, for the sum of One Dollars, the following described tract of land in Fremont County, State of Idaho All of section thirty six, in township six, North of Range forty five East of Boise Meridian in Idaho containing six hundred and forty acres.

Witness the hand of said grantor this second day of August A. D. one thousand eight hundred and ninety five.

Signed in presence of Chas C. Caine.

Ellen C. Clawson.

Territory of Utah.

SS

County of Salt Lake.

On the Second day of August A. D. one thousand eight hundred and ninety five personally appeared before me Ellen C. Clawson, the signer of the above instrument who duly acknowledged to me that she executed the same.

these presents forever defend.

In Witness whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Juliette L. Roundy, (seal)

Adelbert Roundy (seal)

Signed, sealed & delivered in presence of Elias A. Smith, H. S. Young.

United States of America.

State of Utah

SS

County of Salt Lake.

On this 23rd day of March A. D. one thousand eight hundred and ninety six, before me H. S. Young, a Notary Public in and for Salt Lake County, in the State of Utah, duly appointed, commissioned and qualified, personally appeared Juliette L. Roundy and Adelbert Roundy, whose names are subscribed to the annexed instrument as parties thereto, personally known to me to be the same persons described in, and who executed the said annexed instrument as parties thereto, who each of them acknowledged to me that they each of them respectively executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

In Witness whereof, I have hereunto set my hand and affixed my Notarial seal at my office in Salt Lake City, Utah, Territory, the day and year in this certificate first above written.

(seal) My commission expires Oct 10th, 1897. H. S. Young, Notary Public, for Salt Lake County Utah.

Recorded at request of J. T. Little March 24th, 1896, at 5:15 P. M. F. S. Bramwell, Recorder.

Transcribed from Book C of Deeds, page 430, Fremont County Records.

Transcribed from Book 6 of deeds, page 257, Madison County Records.

Warrant Deed.

This Indenture, made the 31st day of July in the year of our Lord one thousand eight hundred and ninety six between Howard A. Wallace and Margaret Groves Sittle Wallace, his wife, of Driggs, Fremont County State of Idaho, the parties of the first part and William R. Wallace of Salt Lake City, Salt Lake County, State of Utah, the party of the second part.

Witnesseth, That the said parties of the first, for and in consideration of the sum of Five hundred Dollars, lawful money of the United States of America to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged have granted, bargained, sold, aliened, remised, released, conveyed and confirmed and by these presents do grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all that certain piece or parcel of land, situate lying and being in the County of Fremont State of Idaho, described and bounded as follows to wit.

The south half of the Northwest quarter and the North half of the southwest quarter of section twenty five in township five North of Range forty five East of Boise Meridian in State of Idaho, containing one hundred and sixty acres.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof; and also all the estate, right, title, interest, homestead right, property, possession, claim and demand whatsoever, as well in law as in equity of the said parties of

Signed, Sealed and Delivered in the Presence of

Bertha A. Anderson
George H. Wallace

William R Wallace

(SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF UTAH)
COUNTY OF SALT LAKE) SS:

On this 23rd day of February in the year 1934 before me Bertha A. Anderson a Notary Public in and for said County and State, personally appeared William R. Wallace well known to me to be the identical person whose name is subscribed to the within instrument, and acknowledged to me that he 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.

Notarial Seal.

My commission expires:
9 - 27 - 37

Bertha A. Anderson
Notary Public in and for the
County and State aforesaid.

I hereby certify that this instrument was filed for record at the request of Nora Wallace at 30 minutes past 1 o'clock, P. M., this 6th day of August A. D., 1934

Earl Floyd Ex-Officio Recorder.
By Bertha Durtschi Deputy.

Instrument 26598

QUIT CLAIM DEED.

THIS INDENTURE, Made the 28th day of June in the year of our Lord one thousand nine hundred and twenty-nine between INTERNATIONAL MORTGAGE BANK, a corporation, the party of the first part and NEW INTERNATIONAL MORTGAGE BANK LTD., a corporation, the party of the second part,

W I T N E S S E T H : That the said party of the first part, for and in consideration of the sum of Ten (\$10.00) - - - DOLLARS, lawful money of the United States of America, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged and other valuable consideration, does by these presents remise, release, convey and forever quit claim unto the said party of the second part, and to its successors and assigns all those certain lots pieces or parcels of land situated in the County of Escon, State of Idaho, and bounded and particularly described as follows, to-wit:

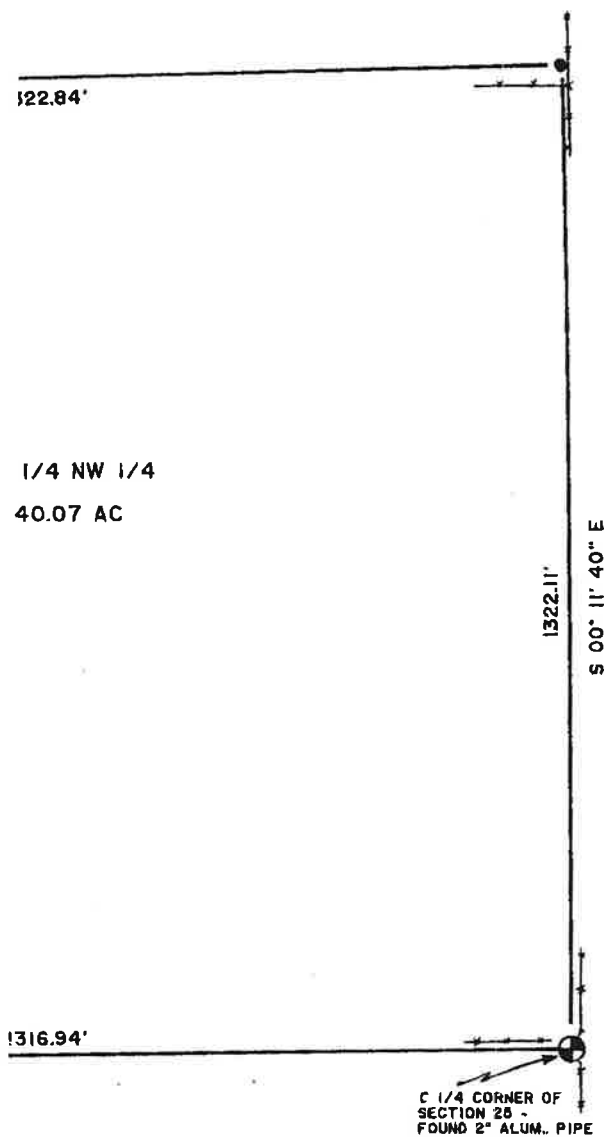
All of Section Twenty-five (25); East half of the Northeast quarter (E $\frac{1}{2}$ N $\frac{1}{2}$ E $\frac{1}{2}$) and Northeast quarter of the Southeast quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Twenty-six (26); North half of the Northwest quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$) and ~~the~~ Northwest quarter of the Northeast quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Thirty-six (36), All in Township Six (6) North, Range Forty-four (44) E.B.M., also Lots Two (2) and Three (3) in Section Thirty-one (31) Township Six (6) North, Range Forty-five (45) E.B.M., save and except the following, Beginning at a point 144 feet East of the Northwest corner of the Northeast quarter of the Northwest quarter of Section 25 Township 6 North, Range 44 E.B.M., thence at an angle right of 42° 30' a distance of 111 feet, thence at an angle right of 4° 57' a distance of 174 feet, thence at an angle left of 47° 08' a distance of 64 feet, thence at an angle left of 17° 07' a distance of 205 feet, thence at an angle left of 89° 00' a distance of 200 feet, thence an angle left of 90° 00' a distance of 441 feet to point of beginning, containing 1.77 acres more or less, and lying in the Northeast quarter of the Northwest quarter of Section 25 Township 6 North, Range 44 E.B.M.

Southeast quarter of the Southwest quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) and Southwest quarter of the Southeast quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Five (5) and Northeast quarter of the Northwest quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Eight (8), All in Township Four (4) North, Range Forty-five (45) E.B.M.

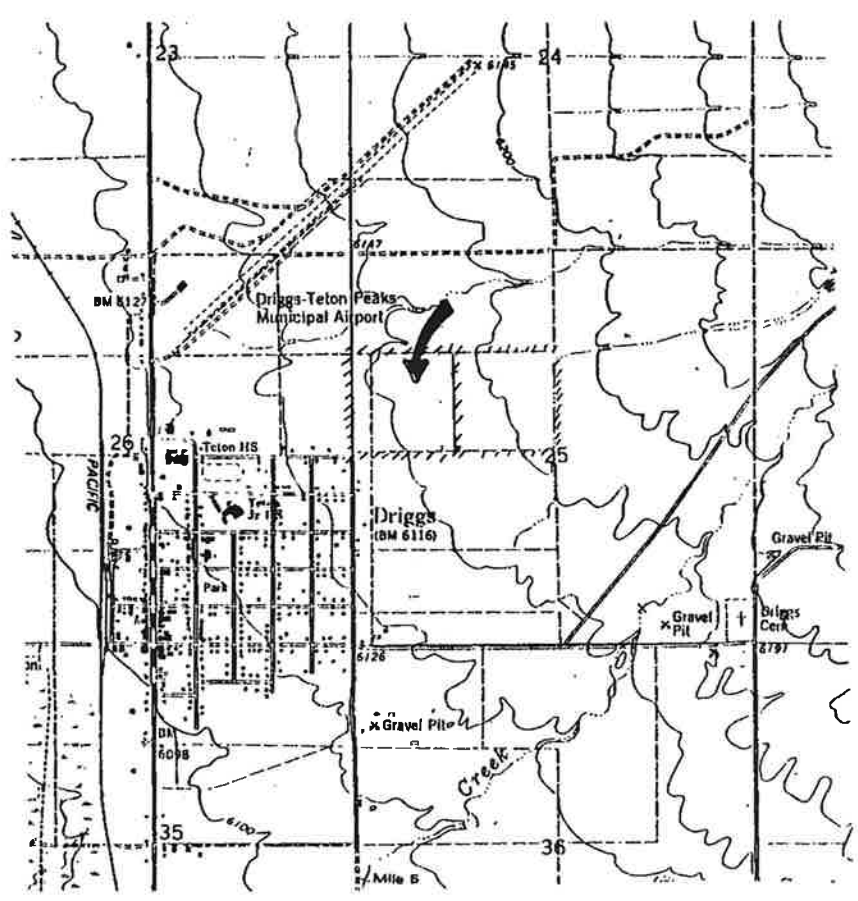
Lots Three (3) and Four (4), Northeast quarter of the Southwest quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$), Northwest quarter of the Southeast quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Seven (7) Township Six (6) North, Range Forty-six (46) E.B.M.

Northeast quarter of the Southeast quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Thirty-four (34) and the North half of the Southwest quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) and Lots Three (3) and Four (4) of Section Thirty-five (35) Township Seven (7) North, Range Forty-five (45) E.B.M.

Northeast quarter of the Southwest quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) and that part of Lot Four (4) of Section Five (5) Township Four (4) North, Range Forty-six (46) E.B.M., described as follows, Commencing at the Southeast corner of Lot 4, thence North 64.4 rods, thence West 55.42 rods, thence South 64.4 rods, thence East 55.42 rods to place of beginning.



1/4 NW 1/4
40.07 AC

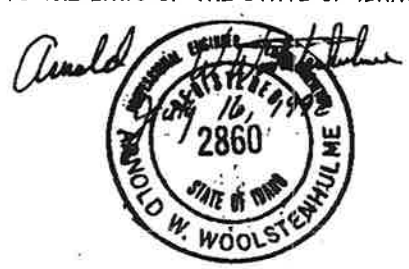


VICINITY MAP
SEC. 25, TWP. 5N., RNG 45E.

SCALE: 1" = 2000'

CERTIFICATE OF SURVEYOR

I, ARNOLD W. WOOLSTENHULME, BEING A REGISTERED ENGINEER/LAND SURVEYOR IN THE STATE OF IDAHO, NO. 2860, DO HEREBY CERTIFY THAT I DID SURVEY THE TRACT OF LAND AS HEREIN DESCRIBED AND PLATTED, ACCORDING TO THE LAWS OF THE STATE OF IDAHO.



RAL PUBLIC
SW 1/4 OF
ED AS:
E, 1316.94 FT.
RD BEARING

111039-
FILED
AT THE REQUEST OF
A.W. Engineer
55 MINUTES PAST 2 P.M.
DATE *Sept. 24, 1992*
Anna J. Drake
CLERK OF RECORDER
BY *Dana Rigby*
DEPUTY

RECORD OF SURVEY	
S 1/2 OF NW 1/4 SECTION 25, TWP. 5N., RNG 45 E., B.M., TETON COUNTY, IDAHO.	
TETON SCHOOL DISTRICT re: JOHN McKELLAR	A-W ENGINEERING 4 N. MAIN VICTOR, ID. 83455
SURVEYED:	7/92

SCALE: 1"=200'

W 1/4 CORNER SECTION 25
FOUND 5/8" IRON PIN BY FOREST ENG.
RESET 3/4" IRON PIN WITH 2" ALUM. CAP
INSCRIBED: AW ENG 2860

P.O.B.

41.25' ROAD AND UTILITY EASEMENT

1316.94'

ROSS AVE.

41.25' ROAD AND UTILITY EASEMENT

S 89° 10' 18" W

1316.94'

C 1/4 CORNER OF
SECTION 25 -
FOUND 2" ALUM. PIPE

ROSS AVE

5 TH EAST

23.4'

41.25'

41.25'

r = 127.2'

PROPERTY DESCRIPTION

THE SW 1/4 NW 1/4 OF SEC. 25, TWP. 5N, RNG. 45 E., B.M.
TETON COUNTY, IDAHO BEING FURTHER DESCRIBED AS:
FROM THE W 1/4 CORNER OF SAID SECTION 25,
N 00°42'20"W, 1322.72 FT. ALONG THE SECTION LINE TO
A POINT;
THENCE N 89°12'30"E, 1322.84 FT. TO A POINT;
THENCE S 00°27'00"E, 1322.90 FT. TO A POINT;
THENCE S 89°10'18"W, 1316.94 FT. TO THE POINT OF
BEGINNING.
CONTAINS 40.10 ACRES MORE OR LESS.

SUBJECT TO A 41.25 FT. ROAD & UTILITY EASEMENT ALONG
THE SOUTH SIDE OF THE SW 1/4 NW 1/4 OF SAID SECTION 25.

CERTIFICATE OF SURVEYOR

I, ARNOLD W. WOOLSTENHULME, BEING A REGISTERED
ENGINEER/LAND SURVEYOR IN THE STATE OF IDAHO,
NO. 2860, DO HEREBY CERTIFY THAT I DID SURVEY THE
TRACT OF LAND AS HEREIN DESCRIBED AND PLATTED,
ACCORDING TO THE LAWS OF THE STATE OF IDAHO.



ROAD EASEMENT FROM MILTON BUTLER TO TETON SCHOOL DISTRICT & THE GENERAL PUBLIC

A ROAD & UTILITY EASEMENT ACROSS THE NORTHERN 41.25 FT. OF THE NW 1/4 SW 1/4 OF
SEC. 25, TWP. 5N, RNG. 45 E., B.M. TETON COUNTY, IDAHO BEING FURTHER DESCRIBED AS:
BEGINNING AT THE W 1/4 CORNER OF SAID SECTION 25 AND RUNNING N 89°10'18"E, 1316.94 FT.
TO THE NE CORNER OF THE NW 1/4 SW 1/4;
THENCE S 00°27'00"E, 41.25 FT.;
THENCE S 89°10'18"W, 1218.77 FT.;
THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 127.20 FT. AND A CHORD BEARING
S 71°42'55"W, 76.32 FT.;
THENCE S 54°15'32"W, 32.74 FT. TO THE WEST LINE OF SAID NW 1/4 SW 1/4;
THENCE N 00°22'50"E, 82.90 FT. TO THE POINT OF BEGINNING.

111039-

FILED

AT THE REQUEST OF

AW Engineers

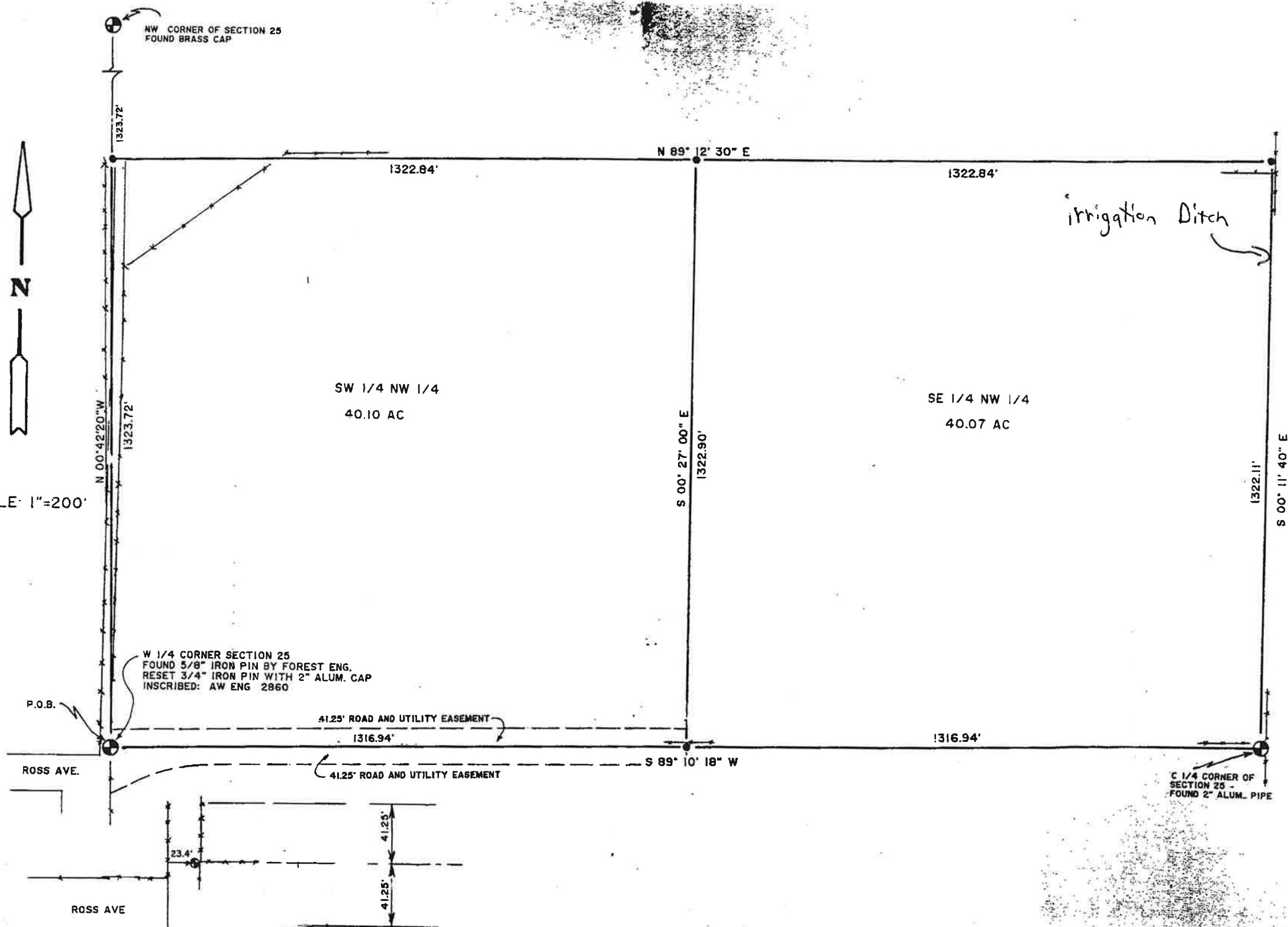
AT 55 MINUTES PAST 2 P.M.

DATE *Sept. 24, 1992*

Arnold Woolstenhulme



SCALE 1"=200'



PROPERTY DESCRIPTION

CERTIFICATE OF SURVEY

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 22-13725
Date Received: 7/5/2006
Receipt No: C088061
Received By: MWH

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

RICHARD A LEE Phone: (307)733-7866
PO BOX 121
TETON VILLAGE WY USA 83025

CHAN R UNDERWOOD Phone: (307)733-7866
PO BOX 121
TETON VILLAGE WY USA 83025

2. Date of Priority: 07/05/1950

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
05N	45E	25	SE NW	TETON	

5. Description of diverting works:

USE PUMP TO OPEN DISCHARGE TO DITCHES FOR FLOOD IRRIGATION

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/15	10/31	0.8	

7. Total Quantity Appropriated is:
0.8 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
05N	45E	25	SE	NW	IRRIGATION	40
					Section Acres	40
					Total Acres	40

11. Place of use in counties: TETON

12. Do you own the property listed above as place of use? Yes

13. Other Water Rights Used:

14. Remarks:

This right is a split from former right 22-2138B.

15. Basis of Claim: License

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): Richard A. Lee Date: 2/13/09
Chan B. Underwood Date: 2/13/09

State of Idaho)
County of Bonnaville) SS.

Subscribed and sworn (or affirmed) before me this
of February 2009

13th Day
Jarin D. Arman

Notary Public

Residing at Idaho Falls, Idaho
My commission Expires 2/3/2011

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

Forfeited/abandoned: This is included for a claim based on a decree or license that is proposed to be disallowed on the basis that the water right no longer exists because forfeiture of the right by nonuse was confirmed and a defense to forfeiture was not confirmed, or because abandonment of the right was confirmed.