

TO: David Tuthill
IDWA
Fax # 208-287-6700

From: Terry Andersen
Recreational Properties A&B LLC
Fax # 208-233-1020

Cover Page

RECEIVED
FEB 17 2009
DEPARTMENT OF WATER RESOURCES

Please Direct this fax to the party or department specified. If you have any trouble receiving this fax, please call 208-233-1020.

There are 28 pages and include the following documents:

- 1 page – this Fax cover sheet
- 2 page cover letter
- 1 page Colorado Articles of Organization for Recreational Properties A&B LLC
- 2 pages of escrow closing documents showing the intended buyer
- 3 pages including Thornhill Warranty Deed and legal description showing Thornhill was granting the property to Recreational Properties A&B LLC. The Grantees named were not the partners nor the partnership.
- 3 page Abandonment Order by US Bankruptcy Court – referring the matter to the State Courts.
- 1 caption page to the Henesh/Indian Springs Sheriff's Deed. Recreational Properties A&B LLC is not a defendant.
- 4 page partnership dissolution letter to Bakers with Baker's Mortgage of 1/2 ownership of Indian Springs to McKinney attached; Baker's Warranty Deed making an unauthorized transfer of Partnership property to AICO Recreational Properties LLC; and an incomplete Bill of Sale from Bakers for the partnership's personal property. These documents were unauthorized and filed but never delivered. No resolution in the Bankruptcy Court for members of Recreational Properties A&B LLC.
- 4 page Quit Claim Deed from Recreational Properties A&B, a Partnership to the partner, Recreational properties A&B LLC.
- 1 page notice of oral arguments from the Idaho Supreme Court in the matter between Andersen and Henesh/Indian Springs LLC.
- 4 page Lis Pendens noticing no action on the property INCLUDING WATER RIGHTS was to be taken pending the hearing before the Idaho Supreme Court.
- 1 page explanation to the newspapers of why McKinney had no clear title and their attempted Land Auction failed.
- 1 caption page showing the parties McKinney foreclosed (by default). Compare to the McKinney Sheriff's Deed in your file and the Thornhill Deeds. The parties are not the same and the partnership, nor Recreational Properties A&B LLC McKinney claimed from in your files did not deliver water rights or any other to McKinney.

If further clarification or identification of documents is needed, please call the number listed above.

Recreational Properties A&B LLC

775 Yellowstone, PMB 121 — Pocatello, ID 83201
208/233-1020

TO: State of Idaho Department of Water Resources
322 East Front Street
POB 83720
Boise, ID 83720-0098

RE: Water rights 29-4075 and 29-13285
February 16, 2009

Dear Mr. David Tuthill:

There appear to be some errors and fraudulent transfers of water rights.

FACTS

1. The Water Rights as of February 2, 2009 were in the name of Recreational Properties A&B LLC, a Colorado Limited Liability Company (See Articles of Organization, dated June 27, 1996 — Exhibit A).
2. Recreational Properties A&B LLC became a partner with Baker Land Management on July 2, 1996, and the partnership (Recreational Properties A&B) was to purchase the property Indian Springs (See Escrow Instructions to buyer and to seller — Exhibits B & C).
3. However, the deeds Thornhill et al signed and filed were not to the buyer (the partnership), and not to the partners. The footnotes and headers to the deeds and legal description show that Thornhill sold the property to only Recreational Properties A&B LLC, as referenced in #s 1 and 2 above. (See Exhibit D)
4. Bakers and Baker Land Management were never a part of, or members of, the limited liability company, Recreational Properties A&B LLC.
5. An attempt to clear the Title through the Federal Bankruptcy Court failed, and that court gave temporary possessory rights only. The Bankruptcy Court declared that ownership would have to be determined in State Courts. (See Exhibit E)
6. Henesh of Indian Springs LLC was “assigned” Thornhill’s interest, and started an action in foreclosure, which is believed to violate the “ stay” in Bankruptcy Court.
7. The Sheriff’s Deed submitted in the Henesh/Indian Springs LLC claim DOES NOT name Recreational Properties A&B LLC as a defendant. Therefore, the Court had no jurisdiction over that Colorado entity. (See Exhibit F)
8. The Partnership was dissolved. (See Exhibit G) The property was quit-claimed to

- Recreational Properties A&B LLC at the same time as the guarantor tendered an offer to purchase the Thornhill Note. (See Exhibit H)
9. The Partnership actually never had an interest via the Thornhill Deeds. However, the partner Recreational Properties A&B LLC, as is shown on the Thornhill Deeds was the party to which Thornhill's interest was passed. (See Exhibit D)
 10. Terry and Rosanna Andersen (as members of Recreational Properties A&B LLC), filed an appeal to the summary judgment favoring Henesh / Indian Springs LLC.
 11. The Idaho Supreme Court has retained the case (See Exhibit I)
 12. A Lis Pendens is on file with Power County. (See Exhibit J)
 13. A copy of a letter clarifying Title issues was sent to the Idaho State Journal. (See Exhibit K)
 14. The Caption to the McKinney Foreclosure Action (See Exhibit L) lists the parties to an Option. That Option on the Baker's Interest in the partnership was never exercised. (See Exhibit L)

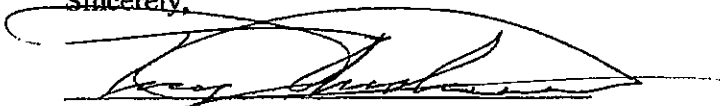
NOTE:

- The Option was never exercised.
- The reorganization never occurred.
- The Partnership was never deeded the property.
- Recreational Properties A&B LLC claims all rights.
- Recreational Properties A&B LLC was not a party to the Henesh/Indian Springs LLC foreclosure action.
- Neither McKinney / Indian Springs Land Management LLC NOR Henesh / Indian Springs LLC have claim.

Recreational Properties A&B LLC has been, and is presently paying the American Falls - Aberdeen Ground Water District for the water and for pumping.

THEREFORE, we ask that the water rights be returned to Recreational Properties A&B LLC pending higher court decisions.

Sincerely,



Terry Andersen
Recreational Properties A&B LLC

- Recreational Properties A&B LLC at the same time as the guarantor tendered an offer to purchase the Thornhill Note. (See Exhibit H)
9. The Partnership actually never had an interest via the Thornhill Deeds. However, the partner Recreational Properties A&B LLC, as is shown on the Thornhill Deeds was the party to which Thornhill's interest was passed. (See Exhibit D)
 10. Terry and Rosanna Andersen (as members of Recreational Properties A&B LLC), filed an appeal to the summary judgment favoring Henesh / Indian Springs LLC.
 11. The Idaho Supreme Court has retained the case (See Exhibit I)
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 14. The Caption to the McKinney Foreclosure Action (See Exhibit L) lists the parties to an Option. That Option on the Baker's Interest in the partnership was never exercised. (See Exhibit L)

NOTE:

- The Option was never exercised.
- The reorganization never occurred.
- The Partnership was never deeded the property.
- Recreational Properties A&B LLC claims all rights.
- Recreational Properties A&B LLC was not a party to the Henesh/Indian Springs LLC foreclosure action.
- Neither McKinney / Indian Springs Land Management LLC NOR Henesh / Indian Springs LLC have claim.

Recreational Properties A&B LLC has been, and is presently paying the American Falls - Aberdeen Ground Water District for the water and for pumping.

THEREFORE, we ask that the water rights be returned to Recreational Properties A&B LLC pending higher court decisions.

Sincerely,



Terry Andersen
Recreational Properties A&B LLC

Mail to: Secretary of State
Corporations Section
1560 Broadway, Suite 200
Denver, CO 80202
(303) 894-2251
Fax (303) 894-2242

For office use only

031

MUST BE TYPED
FILING FEE: \$50.00
MUST SUBMIT TWO COPIES

RECEIVED
1996 JUN 27 AM 11:10
SECRETARY OF STATE
STATE OF COLORADO

Please include a typed
self-addressed envelope

ARTICLES OF ORGANIZATION

I/We the undersigned natural person(s) of the age of eighteen years or more, acting as organizer(s) of a limited liability company under the Colorado Limited Liability Company Act, adopt the following Articles of Organization for such limited liability company:

FIRST: The name of the limited liability company is: RECREATIONAL PROPERTIES, A & B, LLC

SECOND: Principal place of business (if known): _____

THIRD: The street address of the initial registered office of the limited liability company is: _____

8225 ELATI, DENVER COLORADO 80221

The mailing address (if different from above) of the initial registered office of the limited liability company is: _____

The name of its proposed registered agent in Colorado at that address is: _____

TERRY W ANDERSEN

FOURTH: ☒ The management is vested in managers (check if appropriate)

FIFTH: The names and business addresses of the initial manager or managers or if the management is vested in the members, rather than managers, the names and addresses of the member or members are:

NAME

ADDRESS (include zip codes)

TERRY ANDERSEN

8225 ELATI, DENVER CO 80221

SIXTH: The name and address of each organizer is:

NAME

ADDRESS (include zip codes)

ROSANNA ANDERSEN

8225 ELATI, DENVER CO 80221

Signed

Rosanna Andersen
Organizer

Signed _____

Organizer

Revised 7/95

— Exhibit A —

JUN-26-1996 17:41

3033206330

94%

P.03

TO: METRO NATIONAL TITLE
111 EAST BROADWAY, SUITE 111
SALT LAKE CITY, UTAH 84111

1-801-256-2000

-Angie-

COPY

ESCROW SELLERS
INSTRUCTIONS

ESCROW NO.: 500RAN

ESCROW OFFICER: RODNEY A. NEWMAN

DATE: July 2, 1996

PROPERTY ADDRESS: 3249 INDIAN SPRINGS ROAD
AMERICAN FALLS, IDAHO 83211

BUYER(S): RECREATIONAL PROPERTIES A & B, ~~L.L.B. a limited liability company~~

SELLER(S): DONALD M. THORNHILL aka D.M. THORNHILL and SHERLEY THORNHILL and INDIAN SPRINGS NATATORIUM, INC. a corporation

AS ESCROW HOLDER I/WE HAND YOU HEREWITH:

- A. WARRANTY DEED FROM ABOVE NAMED SELLER(S) TO THE ABOVE NAMED BUYER(S)
- B. INDEMNITY AND AFFIDAVIT AS TO DEBTS AND LIENS
- C. BILL OF SALE

Covering the land described in the title commitment referenced above, which you may deliver and/or record when you have collected for the undersigned Seller(s), the sum of \$750,000.00 from which you may deduct:

-Balance of existing encumbrances not taken subject to by the BUYER(S) herein

Commissions due the Real Estate Agents per the listing and sales agreements.

Amounts due and owing to KEY BANK as payoff in full on present loan against the subject property.

The Deed of Trust and Note in favor of the Seller herein as Beneficiary which Deed of Trust and Note the undersigned has read and does hereby approve the terms and conditions contained therein.

SELLER(S) AGREE TO THE PAYMENT OF THE FOLLOWING:

-1-

- Exhibit B -

Date: 26-Jun-96 Time: 01:49 PM

BUYER (S) FINAL CLOSING STATEMENT

COPY

Prepared by
METRO NATIONAL TITLE
111 EAST BROADWAY, SUITE 111
SALT LAKE CITY, UTAH 84111
(801) 363-6633

Buyer(s)..... RECREATIONAL PROPERTIES A & B, ~~L.L.C., a limited liability company~~
Seller(s)..... DONALD M. THORNHILL, AKA D.M. THORNHILL, SHIRLEY THORNHILL,
INDIAN SPRINGS NATORIUM, INC.
Lender.....
Property..... INDIAN SPRINGS, SWIMMING & RV PARK, AMERICAN FALLS,
IDAHO.
Closing date... 07/01/1996
File Number... 500RAN
Proration date: 07/01/1996

	DEBIT	CREDIT
SALES PRICE.....	750,000.00	
DEPOSITS:		
Earnest Money Deposit.....		10,000.00
PRORATIONS:		
County Taxes.....		286.44
from 01/01/96 to 07/01/96 @ \$ 1.57383 per day		
Trust Deed/Note to Seller.....		650,000.00
ESCROW CHARGES:		
Settlement or Closing Fee.....	500.00	
PAYEE.... METRO NATIONAL TITLE		
TITLE CHARGES:		
Attorney's fees - Sign-Up Fee.....	150.00	
PAYEE.... LYLE ELIASON, 202 IDAHO ST.		
RECORDING FEES/TRANSFER CHARGES:		
Recording Fees.....	100.00	
Deed amount \$50.00 D/T amount \$50.00		
MISCELLANEOUS CHARGES:		
Federal Express charges.....	30.00	
PAYEE.... METRO NATIONAL TITLE		
.....SUBTOTALS:	750,780.00	660,286.44
.....BALANCE DUE FROM BUYER:		90,493.56
.....TOTALS:	750,780.00	750,780.00

My signature hereon acknowledges approval of tax prorations, and signifies my understanding that prorations were based on figures for preceding year, or estimates for current year, and in event of any change for current year, all necessary adjustments must be made between Seller and Purchaser direct; likewise any DEFICIT in delinquent taxes will be reimbursed to Title Company by the Seller. The undersigned further acknowledges the above information was assembled from sources other than this company and therefore, this company cannot guarantee the accuracy thereof. Interest on existing liens is figured to the date indicated and additional interest may have to be collected, if necessary, to secure release from the lienholder. The parties acknowledge that they know of no other charges or liens that have not been considered herein.

We approve the foregoing settlement statement, in its entirety, authorize payment in accordance therewith and acknowledge receipt of a copy thereof.

RECREATIONAL PROPERTIES A & B, ~~L.L.C., a limited liability company~~

BY:

BY:

(Continued on next page)

Page: 1

- Exhibit C -

165835

C-6692DD

Date: 8-2-11 PM
 by: Alliance Title
 File: -5 1996
 Notary: *Margaret Scholte*
 Date: 7-2-96

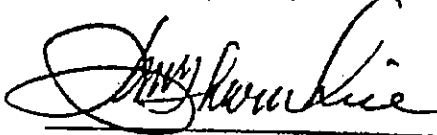
WARRANTY DEED

For Value Received DONALD M. THORNHILL, aka D. M. Thornhill and SHIRLEY THORNHILL, husband and wife, the grantor, does hereby grant, bargain, sell and convey unto TERRY W. ANDERSEN Trustee of Andersen Living Trust, and JOHN K. BAKER and JULIE A. BAKER, Husband and Wife whose current address is 1717 Jean Street, Pocatello, ID 83201, the grantee, the following described premises, in Power County Idaho, to-wit:

(see attached)

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

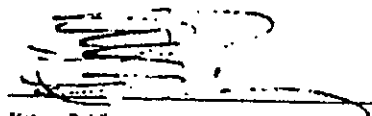
DATED: July 2, 1996

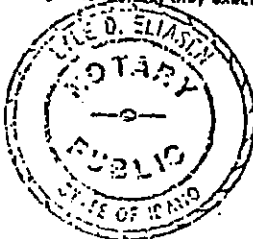

 D. M. THORNHILL


 SHIRLEY THORNHILL

STATE OF IDAHO, COUNTY OF POWER SS

On this 2nd day of July, 1996, before me, a notary public in and for said State, personally appeared DONALD M. THORNHILL aka D. M. THORNHILL, and SHIRLEY THORNHILL, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.


 Notary Public
 Residing at American Falls, Idaho
 Comm. Expires 4-19-98



WARRANTY DEED - THORNHILL TO RECREATIONAL PROPERTIES A&P (L.L.C.)
 9602-2THRNHILL.DED

EXHIBIT D

ATTACHED LEGAL DESCRIPTION
THORNHILL TO RECREATIONAL PROPERTIES A & B L.L.C.

PARCEL 1:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 E.B.M., POWER COUNTY, IDAHO, LESS RIGHT OF WAY.

EXCEPTING THEREFROM: A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$ SE $\frac{1}{4}$) OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 E.B.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY SIDE OF COLD CREEK ROAD AND THE SOUTH LINE OF THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ FROM WHICH THE CORNER OF SAID SECTION 18 BEARS SOUTH 89°53' EAST, 25.00 FEET; THENCE NORTH 89°53' WEST, ALONG THE SOUTH LINE OF SAID SECTION 18, 604.70 FEET; THENCE NORTH 43°00' WEST, 70.60 FEET; THENCE NORTH 15°49' WEST 144.39 FEET; THENCE NORTH 65°28' WEST, 49.62 FEET; THENCE NORTH 35°28' EAST, 450.48 FEET TO THE SOUTHWESTERLY SIDE OF AN EXISTING COUNTY ROAD; THENCE SOUTH 57°45' EAST, ALONG THE SIDE OF SAID COUNTY ROAD, 120.00 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 450.00 FEET, THROUGH A CENTRAL ANGLE OF 18°55' FOR AN ARC LENGTH OF 148.57 FEET; THENCE SOUTH 38°50' EAST, 332.96 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 250.00 FEET, THROUGH A CENTRAL ANGLE OF 38°20' FOR AN ARC LENGTH OF 167.26; THENCE SOUTH 0°30' EAST, 2.90 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM: BEGINNING AT A POINT ON THE SOUTH LINE OF AND NEAR THE SOUTHEAST CORNER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 E.B.M., BY A POWER POLE ON THE WESTERLY LINE OF A COUNTY ROAD; THENCE WESTERLY 604.0 FEET TO THE EASTERLY LINE OF AN EXISTING NATURAL DRAINAGE CREEK, COMMONLY KNOWN AS COLD CREEK, ON THE SECTION LINE AND MARKED WITH A 1 $\frac{1}{4}$ " X 3 $\frac{3}{4}$ " IRON PIN DRIVEN 2 $\frac{1}{2}$ FEET INTO THE GROUND; THENCE NORTH 27°32' WEST 236.0 FEET TO A STEEL FENCE POST ON THE NORTHEASTERLY BANK AND CURVE TO THE LEFT OF SAME CREEK; THENCE ON A CURVE TO THE RIGHT OF WITH A RADIUS EQUAL TO 51 FEET, AND DELTA ANGLE EQUAL TO 64°00' AND LENGTH OF 56.8 FEET; THENCE NORTH 36°28' EAST 391.0 FEET, MORE OR LESS, TO A SECOND POINT ON THE SOUTHWESTERLY BOUNDARY LINE OF SAID COUNTY ROAD; THENCE SOUTH 57°00' EAST 120.0 FEET TO A THIRD POINT ON THE ROAD LINE; THENCE ALONG THIS ROAD LINE A CURVE TO THE RIGHT WITH A RADIUS OF 910.0 FEET, CHORD 635 FEET AND A LENGTH OF CURVE OF 648.0 FEET, BOTH MORE OR LESS, TO PLACE OF BEGINNING.

ALL IN THE SOUTHEASTERLY PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$ SE $\frac{1}{4}$) OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 E.B.M.

EXCEPTING THEREFROM: COMMENCING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY #37, WHICH POINT IS ONE-QUARTER MILE NORTH OF THE SOUTHERLY

PAGE 1 - THORNHILL TO RECREATIONAL PROPERTIES A & B L.L.C.

EXHIBIT D

SECTION LINE OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 E.B.M., AND WHICH POINT IS ALSO 50' EAST OF THE CENTERLINE OF SAID HIGHWAY AND 67.0 FEET EAST OF THE NORTH-SOUTH CENTER QUARTER SECTION LINE OF SAID SECTION; THENCE SOUTH 85°30' EAST 1182.0 FEET TO A POINT, WHICH POINT IS ON THE SOUTHWESTERLY SHOULDER OF AN EXISTING COUNTY ROAD; AND NORTH 77°25' WEST, 83.2 FEET OF THE SOUTHEAST CORNER OF AN EXISTING CONCRETE BRIDGE WHICH CROSSES SAID ROAD; THENCE SOUTH 44°38' EAST 332.0 FEET TO ANOTHER POINT ON THE AFORESAID ROADWAY, THE TRUE POINT OF BEGINNING; THENCE SOUTH 46°15' EAST 112.5 FEET; THENCE SOUTH 57°47' EAST 261.0 FEET; THENCE SOUTH 32°13' WEST 362.0 FEET TO A POINT ON THE NORTHEASTERLY BANK OF AN EXISTING NATURAL DRAINAGE CREEK; THENCE NORTH 57°47' WEST 24.0 FEET TO A POINT; THENCE NORTH 12°47' WEST 127.26 FEET; THENCE NORTH 57°47' WEST 147.0 FEET; THENCE NORTH 32°13' EAST 148.0 FEET; THENCE NORTH 17°47' WEST 168.0 FEET; THENCE NORTH 58°14' EAST 42.5 FEET TO THE PLACE OF BEGINNING.

ALL IN THE SE¼ SE¼ OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 E.B.M.

EXCEPTING THEREFROM: A PARCEL OF LAND IN THE SE¼ SE¼ OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 EAST OF THE BOISE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE NORTH 89°53' WEST, ALONG THE SOUTH LINE OF SAID SECTION, 25.00 FEET TO THE WEST LINE OF AN EXISTING COUNTY ROAD (COLD CREEK ROAD); THENCE NORTH 0°30' EAST, ALONG SAID ROAD 2.90 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 250.00 FEET, THROUGH A CENTRAL ANGLE OF 38°20' FOR AN ARC LENGTH OF 167.26 FEET; THENCE NORTH 38°50' WEST, 332.96 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 450.00 FEET, THROUGH A CENTRAL ANGLE OF 18°55', FOR AN ARC LENGTH OF 148.57 FEET; THENCE NORTH 57°45' WEST, 120.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING THE SIDE OF SAID COUNTY ROAD, SOUTH 35°28' WEST, 450.48 FEET; THENCE NORTH 65°28' WEST, 24.95 FEET; THENCE NORTH 35°42' WEST, 83.73 FEET; THENCE NORTH 61°20' WEST, 117.19 FEET; THENCE NORTH 76°13' WEST, 68.13 FEET; THENCE NORTH 26°47' WEST, 63.38 FEET; THENCE NORTH 13°13' EAST, 56.92 FEET; THENCE NORTH 57°10' WEST, 43.21 FEET; THENCE NORTH 31°40' EAST, 362.00 FEET TO THE SOUTHERLY SIDE OF SAID COUNTY ROAD; THENCE SOUTH 57°59' EAST 429.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 EAST OF THE BOISE MERIDIAN, POWER COUNTY, IDAHO, BEING A PORTION OF THAT CERTAIN REAL PROPERTY CONVEYED TO M.K. THORNHILL AND JOSEPHINE THORNHILL, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID RECREATIONAL AREA THAT BEARS NORTH 31°49' WEST 2247.1 FEET, MORE OR LESS, FROM THE SOUTHEAST CORNER OF SAID SECTION 18, THENCE NORTH 0°05' EAST 138.0 FEET, THENCE NORTH 33°04' EAST 214.7 FEET, THENCE SOUTH 89°55' WEST 377.7 FEET, THENCE SOUTH 4°57' WEST 342.2 FEET, THENCE SOUTH 84°47' EAST 291.0 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT: ANY PROPERTY LYING WEST OF HIGHWAY 37, IN SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 EAST BOISE MERIDIAN, POWER COUNTY, IDAHO.

PAGE 2 _ THORNHILL TO RECREATIONAL PROPERTIES A & B L.L.C.

EXHIBIT D

U.S. Bankruptcy Court
District of Idaho
Filed: May 14, 2004
at 11:00 a.m.
By: JC

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF IDAHO

IN RE	)	
	)	
AICO RECREATIONAL	)	
PROPERTIES, LLC, dba	)	Case No. 01-40539
Indian Springs Resort,	)	
	)	
Debtor.	)	ORDER ON ABANDONMENT
	)	OF PROPERTY
	)	

This matter came before the Court on May 14, 2004, for continued hearing regarding the Motion of the Chapter 7 Trustee to Abandon Property of the Estate (the "Motion"). See Doc. No. 238. The Motion was preliminarily heard on April 15, 2004, together with several objections. See Doc. No. 248 (minute entry). The Court at that hearing overruled all objections and granted the Motion. *Id.* The Court scheduled a further hearing to consider the question of the party or parties presumptively entitled to possession of the abandoned real and personal property under the Motion. *Id.*

Upon review of the additional submissions made by parties in compliance with the Court's instructions at the April 15 hearing and the balance of the record;

SUMMARY ORDER - 1

AO 72A
(Rev. 8/82)

- Exhibit E - (1)

258

and upon consideration of the arguments of the parties at hearing May 14, 2004;
and for the reasons and upon the findings and conclusions orally stated by the
Court at said hearings; and good and sufficient cause appearing:

IT IS ORDERED that the Motion is GRANTED. The real property,
improvements and fixtures, and personal property described in the Motion,
generally referred to in these proceedings as the Indian Springs Resort, is hereby
ABANDONED under 11 U.S.C. § 554(a) and (b).

IT IS FURTHER ORDERED that:

(a) in regard to the abandoned real property, improvements and fixtures,
possession is granted to Everett and Ardis McKinney ("McKinney"), who have
established a *prima facie* possessory interest therein;

(b) in regard to the abandoned personal property (excluding the mobile
homes addressed in (c) and (d) below), possession is hereby granted to D.M. and
Shirley Thornhill ("Thornhill"), who have a *prima facie* possessory interest therein;

~~(c) in regard to the abandoned mobile home, possession is hereby
granted to [redacted] and [redacted], who have established a *prima facie* possessory
interest therein;~~

(d) in regard to the 1997 Fleetwood Brookfield Ltd. mobile home,
possession is hereby granted to Dr. Glen C. Mahoney, who has a *prima facie*
possessory interest therein.

IT IS FURTHER ORDERED that, in making the forgoing determinations and
orders regarding the initial possession of property upon abandonment by the

SUMMARY ORDER - 2

- Exhibit E - (a)

LANE V. ERICKSON (ISB#: 5979)
RACINE, OLSON, NYE,
BUDGE & BAILEY, CHARTERED
P.O. Box 1391
Pocatello, Idaho 83204-1391
Telephone: (208) 232-6101
Fax: (208) 232-6109

Attorneys for Plaintiff Indian Springs, LLC

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF POWER

INDIAN SPRINGS LLC, ASSIGNEE OF
D.M. & SHIRLEY THORNHILL,
Husband & Wife and an ASSIGNEE OF
INDIAN SPRINGS NATATORIUM INC.
AN IDAHO CORPORATION

Plaintiff

vs

INDIAN SPRING LAND INVESTMENT,
LLC, RON BITTON; PROFESSIONAL
ESCROW SERVICES; THE EVERETT &
ARDIS MCKINNEY REVOCABLE
TRUST U/I/D SEPTEMBER 25, 1998;
AICO RECREATION PROPERTIES,
LLC; RECREATIONAL PROPERTIES
A&B, A PARTNERSHIP; TERRY W.
ANDERSEN and ROSANNA
ANDERSEN, Husband & wife, TERRY
W. W. ANDERSEN, TRUSTEE OF
ANDERSEN LIVING TRUST; JOHN K.
BAKER & JULIE BAKER, Husband &
Wife; EVERETT W. MCKINNEY &
ARDIS E. MCKINNEY, Husband &
Wife; TODD W. ANDERSEN and PENNY
L. ANDERSEN HUSBAND & Wife;
TERRY W. ANDERSEN and ROSANNA
ANDERSEN TRUSTEES of the
TERRY W. ANDERSEN and ROSANNA
ANDERSEN LIVING REVOCABLE
TRUST Dated February 1, 1991; GLEN

Case No. CV-2005-00305

SHERIFF'S DEED

Instrument # 185437
POWER COUNTY, IDAHO
1-23-2006 04:21:32 No. of Pages: 3
Recorded by: RACINE, OLSON, NYE, BUDGE & BAIL
CHRISTINE STERNLICH Fee \$4.00
Ex-Officio Recorder Deputy *Christine L. Curry*

SHERIFF'S DEED
PAGE 1

1088
- Exhibit F -

*File
Copy*

Recreational Properties A&B
Terry Andersen, Managing Partner
775 Yellowstone Ave #121
Pocatello, ID 83201

October 24, 2006

John K. Baker and Julie A. Baker
7803 Pirate Point Circle
Arlington, Texas 76016

NOTIFICATION OF DISSOLUTION and winding up of affairs of the partnership
Recreational Properties A&B.

TO: John K. and Julie A. Baker:

As a result of your failure to meet your obligation to make half of the payments on the note secured by a first mortgage to Thornhill, as provided by Paragraph 9 of the Partnership Agreement, dated July 2, 1996, your interest fully dissipated as of May 1, 2001. Furthermore, a contemporaneous and/or subsequent pledge of your partnership interest to McKinney for a transaction totally unrelated to Indian Springs, was an *ultra vires* act as evidenced by instruments attached hereto and incorporated herein by reference.

While the partnership agreement reposes management authority and responsibility solely in Terry W. Andersen, you pledged your partnership interest therein to McKinney notwithstanding that the terms of that agreement to secure what was a personal loan. Subsequent recordation of escrow held instruments was a transparent action to extend your obligation to McKinney to an obligation on the property involving other parties with no benefit whatsoever accruing to the business of the partnership resulting in severe damage and litigation to the partnership. Therefore by this notice, the Partnership considers all involvement with you and each of you to have been dissolved as has any interest in and to partnership capital or equity.

Sincerely,



Terry W. Andersen, Managing Partner
Attachments

Cc:

File
Attorney

Exhibit G (1)

174

Accom

EVERETT W. MCKINNEY AND ARDIS E. MCKINNEY, HUSBAND AND WIFE

SEE EXHIBIT "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said mortgagors, their heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of One Hundred forty nine thousand seven hundred

The mortgagee consent and agree with the mortgagee as follows: That the year 1/2 interest in the shares described herein shall be sold by the mortgagee as hereby agreed promptly, according to the terms of said promissory note. That they will pay all taxes, rates and assessments of any nature levied or imposed, or becoming payable, upon said premises, less than the amount due before delinquency. That they will keep the buildings on said premises safe from all damage by fire, by means of reasonable care, acceptable to the mortgagee, with fire, if any payable to the mortgagee or their interest may appear, in the sum of \$4,000.00, and deliver such policy or policies of insurance to the mortgagee, until the same covered by this mortgage are fully paid with interest. The mortgage as may be due and whenever it is due, must be paid to the mortgagee or to the bank or person a title report from a reputable title company and the mortgagee agree to accept thereof upon demand.

Indemnification: Borrower shall hold harmless, defend, indemnify and hold Lender harmless from and against all claims, damages, losses, costs and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by Lender in connection with the loan, whether or not caused in whole or in part by negligence, and whether or not caused in whole or in part by the actions or inactions of Lender, its officers, directors, employees, agents, representatives, successors or assigns, or any third parties, and all payments by the Borrower for any such purposes shall be added to the indebtedness hereby incurred, and shall be payable on demand, with interest at the rate of eight (8) percent per annum until paid.

For the purpose of further securing and indemnifying the borrower herein contained, the mortgagor hereby sell and assign to the mortgagee my and my estate, or to anyone on my premises, during the life of this mortgage.

Now, if the said mortgage shall pay or come to be paid all moneys which may become due upon said promissory note and shall otherwise comply with the terms and conditions hereof, this assignment shall be void; but in case default shall be made in the payment of the indebtedness hereby secured, or any part thereof, principal or interest, or in compliance or payment with the terms hereof, then the mortgagee or assignee, at his option, may declare the entire indebtedness hereby secured immediately due and payable, and then this mortgage and cause-and mortgagee provided to be sold in the manner provided by law, and out of the moneys arising from such sale principal and interest with any sum advanced or provided herein, with interest as aforesaid, together with the costs and charges of such foreclosure and sale, including such cost as the court may deem as an attorney's fee to be allowed the plaintiff, and the surplus, if any there be, pay over to the mortgagee, their heirs or assigns.

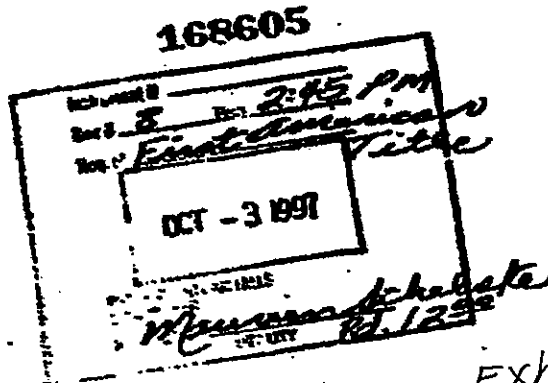
[illegible]

FRANK E. BAKER

John A. Baker

STATE OF NEW YORK COUNTY OF SHERBORN
 On this 27th day of SEPTEMBER, 1997, before me, a notary public in and
 for said State, personally appeared
JOHN E. BAKER AND SUZIE A. BAKER, HUSBAND AND WIFE
 known to me to be the persons whose names are subscribed to the within
 instrument, and acknowledged to me that they executed the same.

Notary Public
 State of New York
 County of Sherborn



- Exhibit G (2) -

4-1

Accom

98001175

WARRANTY DEED

FOR VALUE RECEIVED
JOHN K. BAKER AND JULIE A. BAKER, HUSBAND AND WIFE

the grantors, do hereby grant, bargain, sell, and convey unto
AICO RECREATIONAL PROPERTIES LLC

the grantees, whose current address is
3247 INDIAN SPRINGS RD., AMERICAN FALLS, ID. 83211

the following described premises, to-wit:

SEE EXHIBIT "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantors, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that said premises are free from all incumbrances except as herein above set forth and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: SEPTEMBER 18, 1997

John K. Baker
JOHN K. BAKER

Julie A. Baker
JULIE A. BAKER

STATE OF IDAHO, COUNTY OF BANNOCK
On this 18th day of SEPT., 1997, before me, a notary public in and for said State, personally appeared
JOHN K. BAKER AND JULIE A. BAKER, HUSBAND AND WIFE
known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.
My Comm. Expires 5/30/99

STATE OF IDAHO
COUNTY OF POWER
I hereby certify that the foregoing instrument is a full, true and correct copy of the original on file in the office of the undersigned Clerk of the District Court, of the Sixth Judicial District of Idaho, for Power County.
CHRISTINE STEINLE
Maureen Schelake
DEPUTY CLERK

169298
Instrument #
Date 8 Jan 24 8 AM
Rec. of First American Title
JAN 26 1998
POWER COUNTY AM FALLS
E. SCHNEIDER
BY Maureen Schelake
DEPUTY

98 JAN 23 PM 4 21

58001175

No.
RECORDS
FIRST AMERICAN TITLE
Date
Official Record Book 704
Bannock County Recorder
For 12 MW

Paid

Exhibit G (3)

CK

BILL OF SALE

JOHN K. AND JULIE A. BAKER (herein "SELLERS"), for good and valuable consideration paid by TODD AND PENNY ANDERSEN (herein "BUYERS"), the receipt and sufficiency of which is hereby acknowledged, have sold and hereby convey to AICO Recreational Properties LLC all of the property of Recreational Properties A&B, except the pop machine, to have and to hold the same unto BUYERS, their legal representatives and assigns forever.

SELLERS warrant and agree to defend the title to all of such property for the benefit of BUYERS, their legal representatives and assigns, against all persons.

IN WITNESS WHEREOF, SELLERS sign and deliver this Bill of Sale on the ____ day of _____, 1997.

John K. Baker

JOHN K. BAKER

Julie A. Baker

JULIE A. BAKER

SUBSCRIBED AND SWORN to before me this ____ day of _____, 1997.

Ron Billa

Notary Public for Idaho

Residing at Locatello

My Commission Expires: 5/30/99

(SEAL)

BILL OF SALE

- Exhibit G (4) -

This document prepared by
(and after recording, return to):

Terry Andersen, Managing Partner
Recreational Properties A&B, a Partnership
775 Yellowstone, #121
Pocatello, ID 83201
(208)233-1020

Instrument # 190481

POWER COUNTY, IDAHO

2006-11-07 01:57:03 No. of Pages: 4

Recorded for : TERRY ANDERSEN

CHRISTINE STEINLICHT

Ex-Officio Recorder Deputy

Fee: 42.00

— above this line reserved for official use only —

QUITCLAIM DEED

BE IT KNOWN BY ALL MEN BY THESE PRESENTS THAT:

FOR VALUABLE CONSIDERATION OF TEN DOLLARS (\$10) and for the purpose of winding up its affairs and other good and valuable consideration, cash in hand paid, the receipt and sufficiency of which is acknowledged, RECREATIONAL PROPERTIES A&B, a PARTNERSHIP, organized and governed by a partnership agreement dated July 2, 1996, hereinafter referred to as "Grantor", does hereby convey, release, remise and forever quitclaim unto RECREATIONAL PROPERTIES A&B LLC, a Limited Liability Company organized under the laws of the State of Colorado, hereinafter "Grantee", the following lands and property, together with all improvements located thereon, lying in the County of Power, State of Idaho, to wit:

SEE ATTACHED LEGAL DESCRIPTION — EXHIBIT A (on pg. 3 & 4)

INCLUDING, without limitation, any and all water rights on, through, or under the above described property owned by Grantor, if any.

SUBJECT to all easements, rights-of-way, protective covenants and mineral reservations of record, if any.

TO HAVE AND TO HOLD same unto Grantee, and unto Grantee's heirs and assigns forever, with all appurtenances thereunto belonging.

- Exhibit H -

RECREATIONAL PROPERTIES A&B, A PARTNERSHIP to RECREATIONAL PROPERTIES A&B LLC

pg 1 of 4

IN WITNESS WHEREOF, this deed was executed by the undersigned on this the 7th day of November, 2006

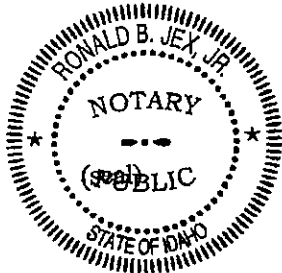
Recreational Properties A&B, a Partnership

[Signature]
BY: Terry Andersen, Managing Partner

[Signature]
By: Rosanna Andersen, Managing Partner

State of Idaho)
County of Bannock) ss.

On this 7th day of November, in the year of 2006, before me, Ronald B. Jex Jr, a Notary Public, personally appeared Terry Andersen + Rosanna Andersen, known or identified to me (or proved to me on the oath of) to be manager of the Partnership that executed the above instrument or the person who executed the instrument on behalf of said Partnership and acknowledged to me that such Partnership executed the same.



[Signature]
Notary Public
Ronald B. Jex Jr
Printed Name
Resides: Pocatello, ID

My Commission Expires: 8.30.08

Grantor

Recreational Properties A&B, a Partnership
775 Yellowstone, #121
Pocatello, ID 83201
(208) 233-1020

Grantee

Recreational Properties A&B LLC
1256 Race St.
Denver, CO 80206
(208)233-1020

SEND TAX NOTICES TO GRANTEE at:

Recreational Properties A&B LLC
775 Yellowstone, #121
Pocatello, ID 83201

RECREATIONAL PROPERTIES A&B, A PARTNERSHIP to RECREATIONAL PROPERTIES A&B LLC

pg 2 of 4

EXHIBIT A

RECREATIONAL PROPERTIES A&B, A PARTNERSHIP to RECREATIONAL PROPERTIES A&B LLC

PARCEL 1:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 E.B.M., POWER COUNTY, IDAHO, LESS RIGHT OF WAY.

EXCEPTING THEREFROM: A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$ SE $\frac{1}{4}$) OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 E.B.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY SIDE OF COLD CREEK ROAD AND THE SOUTH LINE OF THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ FROM WHICH THE CORNER OF SAID SECTION 18 BEARS SOUTH 89°53' EAST, 25.00 FEET; THENCE NORTH 89°53' WEST, ALONG THE SOUTH LINE OF SAID SECTION 18, 604.70 FEET; THENCE NORTH 43°00' WEST, 70.60 FEET; THENCE NORTH 15°49' WEST 144.39 FEET; THENCE NORTH 65°28' WEST, 49.62 FEET; THENCE NORTH 35°28' EAST, 450.48 FEET TO THE SOUTHWESTERLY SIDE OF AN EXISTING COUNTY ROAD; THENCE SOUTH 57°45' EAST, ALONG THE SIDE OF SAID COUNTY ROAD, 120.00 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 450.00 FEET, THROUGH A CENTRAL ANGLE OF 18°55' FOR AN ARC LENGTH OF 148.57 FEET; THENCE SOUTH 38°50' EAST, 332.96 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 250.00 FEET, THROUGH A CENTRAL ANGLE OF 38°20' FOR AN ARC LENGTH OF 167.26; THENCE SOUTH 0°30' EAST, 2.90 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM: BEGINNING AT A POINT ON THE SOUTH LINE OF AND NEAR THE SOUTHEAST CORNER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 E.B.M., BY A POWER POLE ON THE WESTERLY LINE OF A COUNTY ROAD; THENCE WESTERLY 604.0 FEET TO THE EASTERLY LINE OF AN EXISTING NATURAL DRAINAGE CREEK, COMMONLY KNOWN AS COLD CREEK, ON THE SECTION LINE AND MARKED WITH A 1 $\frac{1}{2}$ " X 3 $\frac{1}{2}$ " IRON PIN DRIVEN 2 $\frac{1}{2}$ FEET INTO THE GROUND; THENCE NORTH 27°32' WEST 236.0 FEET TO A STEEL FENCE POST ON THE NORTHEASTERLY BANK AND CURVE TO THE LEFT OF SAME CREEK; THENCE ON A CURVE TO THE RIGHT OF WITH A RADIUS EQUAL TO 51 FEET, AND DELTA ANGLE EQUAL TO 64°00' AND LENGTH OF 56.8 FEET; THENCE NORTH 36°28' EAST 391.0 FEET, MORE OR LESS, TO A SECOND POINT ON THE SOUTHWESTERLY BOUNDARY LINE OF SAID COUNTY ROAD; THENCE SOUTH 57°00' EAST 120.0 FEET TO A THIRD POINT ON THE ROAD LINE; THENCE ALONG THIS ROAD LINE A CURVE TO THE RIGHT WITH A RADIUS OF 910.0 FEET, CHORD 635 FEET AND A LENGTH OF CURVE OF 648.0 FEET, BOTH MORE OR LESS, TO PLACE OF BEGINNING.

ALL IN THE SOUTHEASTERLY PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$ SE $\frac{1}{4}$) OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 E.B.M.

EXCEPTING THEREFROM: COMMENCING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY #37, WHICH POINT IS ONE-QUARTER MILE NORTH OF THE SOUTHERLY SECTION LINE OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 E.B.M., AND WHICH POINT IS ALSO 50' EAST OF THE CENTERLINE OF SAID HIGHWAY AND 67.0 FEET EAST OF THE NORTH-SOUTH CENTER QUARTER SECTION LINE OF SAID SECTION; THENCE SOUTH 85°30' EAST 1182.0 FEET TO A POINT, WHICH POINT IS ON THE SOUTHWESTERLY SHOULDER OF AN EXISTING COUNTY ROAD; AND NORTH 77°25' WEST, 83.2 FEET OF THE SOUTHEAST CORNER OF AN EXISTING CONCRETE BRIDGE WHICH CROSSES SAID ROAD; THENCE SOUTH 44°38' EAST 332.0 FEET TO ANOTHER POINT ON THE AFORESAID ROADWAY, THE TRUE POINT OF BEGINNING; THENCE SOUTH 46°15' EAST 112.5 FEET; THENCE SOUTH 57°47' EAST 261.0 FEET; THENCE SOUTH 32°13' WEST 362.0 FEET TO A POINT ON THE NORTHEASTERLY BANK OF AN EXISTING NATURAL DRAINAGE CREEK; THENCE NORTH 57°47' WEST 24.0 FEET TO A POINT; THENCE NORTH 12°47' WEST 127.26 FEET; THENCE NORTH 57°47' WEST 147.0 FEET; THENCE NORTH 32°13' EAST 148.0 FEET; THENCE NORTH 17°47' WEST 168.0 FEET; THENCE NORTH 53°14' EAST 42.5 FEET TO THE PLACE OF BEGINNING.

RECREATIONAL PROPERTIES A&B, A PARTNERSHIP to RECREATIONAL PROPERTIES A&B LLC

pg 3 of 4

EXHIBIT A

RECREATIONAL PROPERTIES A&B, A PARTNERSHIP to RECREATIONAL PROPERTIES A&B LLC

PARCEL 1:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 E.B.M., POWER COUNTY, IDAHO, LESS RIGHT OF WAY.

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BEGINNING AT THE INTERSECTION OF THE WESTERLY SIDE OF COLD CREEK ROAD AND THE SOUTH LINE OF THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ FROM WHICH THE CORNER OF SAID SECTION 18 BEARS SOUTH 89°53' EAST, 25.00 FEET; THENCE NORTH 89°53' WEST, ALONG THE SOUTH LINE OF SAID SECTION 18, 604.70 FEET; THENCE NORTH 43°00' WEST, 70.60 FEET; THENCE NORTH 15°49' WEST 144.39 FEET; THENCE NORTH 65°28' WEST, 49.62 FEET; THENCE NORTH 35°28' EAST, 450.48 FEET TO THE SOUTHWESTERLY SIDE OF AN EXISTING COUNTY ROAD; THENCE SOUTH 57°45' EAST, ALONG THE SIDE OF SAID COUNTY ROAD, 120.00 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 450.00 FEET, THROUGH A CENTRAL ANGLE OF 18°55' FOR AN ARC LENGTH OF 148.57 FEET; THENCE SOUTH 38°50' EAST, 332.96 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 250.00 FEET, THROUGH A CENTRAL ANGLE OF 38°20' FOR AN ARC LENGTH OF 167.26; THENCE SOUTH 0°30' EAST, 2.90 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM: BEGINNING AT A POINT ON THE SOUTH LINE OF AND NEAR THE SOUTHEAST CORNER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 E.B.M., BY A POWER POLE ON THE WESTERLY LINE OF A COUNTY ROAD; THENCE WESTERLY 604.0 FEET TO THE EASTERLY LINE OF AN EXISTING NATURAL DRAINAGE CREEK, COMMONLY KNOWN AS COLD CREEK, ON THE SECTION LINE AND MARKED WITH A 1 $\frac{1}{2}$ " X 3 $\frac{1}{2}$ " IRON PIN DRIVEN 2 $\frac{1}{2}$ FEET INTO THE GROUND; THENCE NORTH 27°37' WEST 236.0 FEET, TO A STEEL FENCE POST ON THE NORTHEASTERLY BANK AND CURVE TO THE LEFT OF SAME CREEK; THENCE ON A CURVE TO THE RIGHT OF WITH A RADIUS EQUAL TO 51 FEET, AND DELTA ANGLE EQUAL TO 64°00' AND LENGTH OF 56.8 FEET; THENCE NORTH 36°28' EAST 391.0 FEET, MORE OR LESS, TO A SECOND POINT ON THE SOUTHWESTERLY BOUNDARY LINE OF SAID COUNTY ROAD; THENCE SOUTH 57°00' EAST 120.0 FEET TO A THIRD POINT ON THE ROAD LINE; THENCE ALONG THIS ROAD LINE A CURVE TO THE RIGHT WITH A RADIUS OF 910.0 FEET, CHORD 635 FEET AND A LENGTH OF CURVE OF 648.0 FEET, BOTH MORE OR LESS, TO PLACE OF BEGINNING.

ALL IN THE SOUTHEASTERLY PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$ SE $\frac{1}{4}$) OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 E.B.M.

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ALL IN THE SE¼ SE¼ OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 E.D.M.

EXCEPTING THEREFROM: A PARCEL OF LAND IN THE SE¼ SE¼ OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 EAST OF THE BOISE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE NORTH 89°53' WEST, ALONG THE SOUTH LINE OF SAID SECTION, 25.00 FEET TO THE WEST LINE OF AN EXISTING COUNTY ROAD (COLD CREEK ROAD); THENCE NORTH 0°30' EAST, ALONG SAID ROAD 2.90 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 250.00 FEET, THROUGH A CENTRAL ANGLE OF 38°20' FOR AN ARC LENGTH OF 167.16 FEET; THENCE NORTH 38°50' WEST, 332.96 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 450.00 FEET, THROUGH A CENTRAL ANGLE OF 18°55', FOR AN ARC LENGTH OF 148.57 FEET; THENCE NORTH 57°45' WEST, 120.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING THE SIDE OF SAID COUNTY ROAD, SOUTH 35°28' WEST, 450.48 FEET; THENCE NORTH 65°28' WEST, 24.95 FEET; THENCE NORTH 35°42' WEST, 83.73 FEET; THENCE NORTH 61°20' WEST, 117.19 FEET; THENCE NORTH 76°13' WEST, 68.13 FEET; THENCE NORTH 26°47' WEST, 63.38 FEET; THENCE NORTH 13°13' EAST, 56.92 FEET; THENCE NORTH 57°10' WEST, 43.21 FEET; THENCE NORTH 31°40' EAST, 362.00 FEET TO THE SOUTHERLY SIDE OF SAID COUNTY ROAD; THENCE SOUTH 57°59' EAST, 429.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 EAST OF THE BOISE MERIDIAN, POWER COUNTY, IDAHO, BEING A PORTION OF THAT CERTAIN REAL PROPERTY CONVEYED TO M.K. THORNHILL AND JOSEPHINE THORNHILL, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID RECREATIONAL AREA THAT BEARS NORTH 31°49' WEST 2247.1 FEET, MORE OR LESS, FROM THE SOUTHEAST CORNER OF SAID SECTION 18, THENCE NORTH 0°05' EAST 188.0 FEET, THENCE NORTH 33°04' EAST 214.7 FEET, THENCE SOUTH 89°55' WEST 377.7 FEET, THENCE SOUTH 4°57' WEST 342.2 FEET, THENCE SOUTH 84°47' EAST 291.0 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT: ANY PROPERTY LYING WEST OF HIGHWAY 37, IN SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 EAST BOISE MERIDIAN, POWER COUNTY, IDAHO.

PARCEL 2

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 EAST OF THE BOISE MERIDIAN, POWER COUNTY, IDAHO, BEING A PORTION OF THAT CERTAIN REAL PROPERTY CONVEYED TO M.K. THORNHILL AND JOSEPHINE THORNHILL, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID RECREATIONAL AREA THAT BEARS NORTH 31°49' WEST 2247.1 FEET, MORE OR LESS, FROM THE SOUTHEAST CORNER OF SAID SECTION 18, THENCE NORTH 0°05' EAST 188.0 FEET, THENCE NORTH 33°04' EAST 214.7 FEET, THENCE SOUTH 89°55' WEST 377.7 FEET, THENCE SOUTH 4°57' WEST 342.2 FEET, THENCE SOUTH 84°47' EAST 291.0 FEET TO THE POINT OF BEGINNING.

IDAHO SUPREME COURT



IDAHO COURT OF APPEALS

Clerk of the Courts
(208) 334-2210

P.O. Box 83720
Boise, Idaho 83720-0101

TERRY W. ANDERSEN
COLLEGIATE INN
809 S 4TH #5
POCATELLO, ID
83201

SET FOR HEARING BY SUPREME COURT

Docket No.

INDIAN SPRINGS, LLC v.
TERRY W. ANDERSEN

Power County District Court
DC Docket #
2005-305

34623-2007

ALL ATTORNEYS OF RECORD MUST SIGN AND RETURN ****ONE**** COPY OF THIS NOTICE WITHIN TEN (10) DAYS INDICATING WHO WILL PRESENT ORAL ARGUMENT.

☐ I WILL PRESENT ARGUMENT

☐ I WILL APPEAR BUT NOT ARGUE

☐ OTHER COUNSEL WILL PRESENT MY ARGUMENT

(name) _____

You must review all recent opinions of this Court issued since the briefs were filed. Any additional citations, with references to the issues or argument for which they are cited, must be received by this office (original + 9 copies) 24 hours prior to oral argument if you intend to cite this authority during your argument. Oral argument will be as set forth below:

/s/ _____

Time: 11:10 A.M.

Date: MAY 8, 2009

Argument City: BOISE

Location: IDAHO SUPREME COURT

For the Court:
Stephen W. Kenyon, Clerk

Clerk of the Courts
01/22/2009

- Exhibit I -

Terry and Rosanna Andersen
775 Yellowstone, #121
Pocatello, ID 83201
Telephone: (208) 233-1020
FAX: (208) 233-1020

Instrument # 195180
POWER COUNTY, IDAHO
11-26-2008 12:32:20 No. of Pages: 4
Recorded for: TERRY ANDERSEN
CHRISTINE STEINLICHT Fee: 12.00
Ex-Officio Recorder Deputy *Maryann Schelke*

LIS PENDENS

**IN THE SIXTH DISTRICT COURT and
IN THE IDAHO SUPREME COURT OF APPEALS**

AMENDED LIS PENDENS

TO WHOM IT MAY CONCERN:

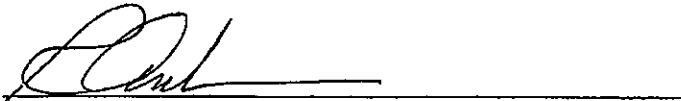
THIS NOTICE is to replace and amend Instrument No. 193173 of Power County, Idaho filed on January 4, 2008.

TAKE NOTICE that Power County Case # CV-2005-00305 is on appeal with the Idaho Supreme Court — Docket # 34623. That the object of said appeal is the ownership of property known as Indian Springs Resort situated in Power County, State of Idaho as described on Schedule "A" consisting of two (2) pages attached hereto and by reference incorporated herein; together with all and singular the tenements, hereditaments, water and water rights appurtenant thereunto belonging or in anywise appertaining. Any action against this property is to be set aside until final determination of the courts.

DATED this 26th day of November, 2008



Terry W. Andersen



Rosanna Andersen

- Exhibit J -

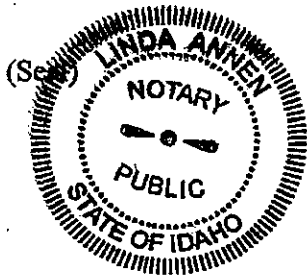
STATE OF IDAHO

:SS

County of Poun

On this 26th day of November, 2008, before me, the undersigned, a Notary Public in and for the State, personally appeared Terry Andersen and Rosanna Andersen, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they (both of them) 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.



Linda Annen

NOTARY PUBLIC FOR IDAHO

Residing at: Am. Falls, Id

My Commission Expires: 10.26.2012

SECTION LINE OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 E.B.M., AND WHICH POINT IS ALSO 50' EAST OF THE CENTERLINE OF SAID HIGHWAY AND 67.0 FEET EAST OF THE NORTH-SOUTH CENTER QUARTER SECTION LINE OF SAID SECTION; THENCE SOUTH 85°30' EAST 1182.0 FEET TO A POINT, WHICH POINT IS ON THE SOUTHWESTERLY SHOULDER OF AN EXISTING COUNTY ROAD; AND NORTH 77°25' WEST, 83.2 FEET OF THE SOUTHEAST CORNER OF AN EXISTING CONCRETE BRIDGE WHICH CROSSES SAID ROAD; THENCE SOUTH 44°38' EAST 332.0 FEET TO ANOTHER POINT ON THE AFORESAID ROADWAY, THE TRUE POINT OF BEGINNING; THENCE SOUTH 46°15' EAST 112.5 FEET; THENCE SOUTH 57°47' EAST 261.0 FEET; THENCE SOUTH 32°13' WEST 362.0 FEET TO A POINT ON THE NORTHEASTERLY BANK OF AN EXISTING NATURAL DRAINAGE CREEK; THENCE NORTH 57°47' WEST 24.0 FEET TO A POINT; THENCE NORTH 12°47' WEST 127.26 FEET; THENCE NORTH 57°47' WEST 147.0 FEET; THENCE NORTH 32°13' EAST 148.0 FEET; THENCE NORTH 17°47' WEST 168.0 FEET; THENCE NORTH 53°14' EAST 42.5 FEET TO THE PLACE OF BEGINNING.

ALL IN THE SE¼ SE¼ OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 E.B.M.

EXCEPTING THEREFROM: A PARCEL OF LAND IN THE SE¼ SE¼ OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 EAST OF THE BOISE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE NORTH 89°53' WEST, ALONG THE SOUTH LINE OF SAID SECTION, 25.00 FEET TO THE WEST LINE OF AN EXISTING COUNTY ROAD (COLD CREEK ROAD); THENCE NORTH 0°30' EAST, ALONG SAID ROAD 2.90 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 250.00 FEET, THROUGH A CENTRAL ANGLE OF 3°20' FOR AN ARC LENGTH OF 167.26 FEET; THENCE NORTH 38°50' WEST, 332.96 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 450.00 FEET, THROUGH A CENTRAL ANGLE OF 18°55', FOR AN ARC LENGTH OF 148.57 FEET; THENCE NORTH 57°45' WEST, 120.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING THE SIDE OF SAID COUNTY ROAD, SOUTH 35°28' WEST, 450.48 FEET; THENCE NORTH 65°28' WEST, 24.95 FEET; THENCE NORTH 35°42' WEST, 83.73 FEET; THENCE NORTH 61°20' WEST, 117.19 FEET; THENCE NORTH 76°13' WEST, 68.13 FEET; THENCE NORTH 26°47' WEST, 63.38 FEET; THENCE NORTH 13°13' EAST, 56.92 FEET; THENCE NORTH 57°10' WEST, 43.21 FEET; THENCE NORTH 31°40' EAST, 362.00 FEET TO THE SOUTHERLY SIDE OF SAID COUNTY ROAD; THENCE SOUTH 57°59' EAST 429.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 EAST OF THE BOISE MERIDIAN, POWER COUNTY, IDAHO, BEING A PORTION OF THAT CERTAIN REAL PROPERTY CONVEYED TO M.K. THORNHILL AND JOSEPHINE THORNHILL, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID RECREATIONAL AREA THAT BEARS NORTH 31°49' WEST 2247.1 FEET, MORE OR LESS, FROM THE SOUTHEAST CORNER OF SAID SECTION 18, THENCE NORTH 0°05' EAST 198.0 FEET, THENCE NORTH 33°04' EAST 214.7 FEET, THENCE SOUTH 89°53' WEST 377.7 FEET, THENCE SOUTH 4°57' WEST 342.2 FEET, THENCE SOUTH 84°47' EAST 291.0 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT: ANY PROPERTY LYING WEST OF HIGHWAY 37, IN SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 EAST BOISE MERIDIAN, POWER COUNTY, IDAHO.

PAGE 2 _ THORNHILL TO RECREATIONAL PROPERTIES A & B L.L.C.

Schedule A

4-4

FVI.

Jafed
11:25 +26 am
1-26-2009

TO Idaho State Journal
Power County Press

Letter to the Editor

Your newspapers recently published headline news about an auction on Indian Springs Resort near American Falls. The sale failed because the title was in a tangle.

For your clarification:

In 1996 we were involved in the purchase of Indian Springs for a group of people organized as an LLC in Colorado. The seller, D.M. Thornhill sold the property to one party and then wrongly deeded it to others. We operated the resort for several years and invested 1.9 million in payments, improvements, and correcting the sellers undisclosed mess including dangerous electrical installations and replacing septic tanks that were old metal fertilizer tanks rotting out, some being drained directly into the streams.

To further complicate the title, a partner, John Baker mortgaged what he believed was his ½ interest to a McKinney for \$150,000. (It should be noted Baker did this on the sly and it was only discovered some time later.) Then Baker gave an option to another party to buy his interest in the partnership.

We attempted to refinance and clear out Thornhill and Baker, but the title problems prevented it.

McKinneys moved to foreclose on Indian Springs, not through Baker, but through parties with only an option on Baker interest in the partnership. These parties were neither the parties shown on the Thornhill Deeds, nor the party who should have appeared on the deeds. McKinney took a default judgement when our attorney failed to appear. We were advised to take a Chapter 11 and straighten out issues of Title, McKinney's tortious interference in our business with Thornhill, dissolve the partnership, and deal with the Thornhill non-disclosure in one court.

We were not served well in the bankruptcy court and McKinney and Thornhill forced a chapter 11 reorganization into a chapter 7. The first judge, after over 2 years on the case, and lifting the stay for McKinney to foreclose, recused himself acknowledging a conflict of interest. (His son was with the firm representing McKinney). The 2nd judge eventually acknowledged he could not determine ownership and where the title belonged; he would leave that to the state (trial) courts. He then ruled on the Trustees motion to abandon the property as burdensome and gave possessory rights to McKinney and Thornhill (pending state court findings). In what we believe was a trustees overzealous abuse of power, we were ejected (in a forced 1 day move) from the home purchased from Thornhill even before closing the sale on Indian Springs, and our clearly personal mail was selectively opened (Social Security notice, commission checks on other business, etc.). It took 3 complaints to the US Postal Service to get it stopped.) Further, the trustee intervened in our appeal of the McKinney foreclosure and made a stipulation agreement with McKinneys attorney that led the Idaho Supreme Court to dismiss the case. Based on that agreement, McKinney was given possessory rights to the property and Thornhill took all the personal property which belonged to several parties and not to the party in bankruptcy. There were several transfers of title made by McKinney to their different entities, and Thornhill was known to have transferred his note and mortgage to at least 3 different parties without resolving previous obligations. Now it appears the recipient of the last transfer, a Henfesh out of Montana, (through his entity) and McKinney are in court in Bannock county fighting over personal property neither have a right to.

You are right Idaho State Journal, it is a BIG HOT MESS!!

Sorry to disappoint the Sho-Ban, but we still have unresolved issues. We had warned the auction house verbally with witnesses that McKinney was trying to sell something they did not own. Then we gave written notice to Prime Time Auctions, Premier Properties, and any others that we understood might be involved in this apparently fraudulent sale, that there was NO CLEAR TITLE. The issues will be heard by the Idaho Supreme Court this coming May.

Terry and Rosanna Andersen

-Exhibit K-

Lamont Jones (ISB #875)
JONES, CHARTERED
415 South Arthur
P.O. Box 967
Pocatello, Idaho 83204
Telephone: (208) 232-5911
FAX: (208) 232-5962

Attorney for Plaintiff

CASE NO. CV.00.252
FILED 12-7 20 00
CHRISTINE STEINLICH

BY S. Ammer CLERK
DEPUTY

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF POWER

EVERETT W. MCKINNEY and ARDIS
E. MCKINNEY, husband and wife,

Plaintiffs,

vs.

TODD W. ANDERSEN, aka Todd
Andersen; PENNY L. ANDERSEN, aka
Penny Andersen; AICO RECREATIONAL
PROPERTIES, LLC; TERRY W.
ANDERSEN, aka Terry Andersen;
ROSANNA ANDERSEN; TERRY W.
ANDERSEN and ROSANNA ANDERSEN
TRUSTEES OF THE TERRY W.
ANDERSEN AND ROSANNA
ANDERSEN LIVING REVOCABLE
TRUST DATED FEBRUARY 1, 1991; and
JOHN DOES and JANE DOES,

Defendants.

CASE NO. CV.00.252

COMPLAINT

FEE CATEGORY: A1
FEE: \$77.00

ASSIGNED TO
JUDGE WILLIAM H. WOODLAND

*Refer to McKinney
Shiff lead to
clarify the
defendants are
the same
But not as
deeded or
intended by
Thornhill*

Plaintiffs for a claim against Defendants, and each of them, allege:

COUNT ONE

1. That on September 29, 1997, for valuable consideration, Defendants, Todd W.

Complaint - page 1
c:\lamont\december00\mckinney12062

- Exhibit L -

1

Exhibit A