

September 15, 2006

To: Jeff Pepperack

Jennifer,

Here is page 15 of the fax that we sent today. Please include it with the packet.

We have been in contact with Shelly Keene at the Boise Office, as well as Kara Alder. They have indicated that to speed things up, we should send the check there.

Apparently, they have the original packet. However, to be on the safe side, please include this pg. 15 with the packet that you have, and forward a copy to Boise.

Thank you for your help,

Terry Andersen

RECEIVED

SEP 18 2006

Department of Water Resources
Eastern Region

Form 02-248402-1409(6) July, 2000

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

~~NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP~~
AMENDED

Department of Water Resources
Eastern Region

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

1. 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 (under the "split" heading), 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>29-13285</u>	_____	_____	_____	_____	_____
<u>29-04075</u>	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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

A. The appropriate **FILING FEE**. See instructions for fee amounts.

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

3. Name and Address of Former Owner/Claimant(s)

M.K. Thornhill or D. Merritt Thornhill

4. New Owner/Claimant(s)

Recreational Properties A+B, a partnership
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

775 Yellowstone Ave #121

City, State and ZIP Code

Pocatello, Id 83201

New Telephone Number

208 233-1020

5. Date you acquired the property

7-2-1996

AFFIDAVIT

State of Idaho

County of Bannock

BEFORE ME, the undersigned Notary, Kevin Wakeman, on this 7th day of July, 2006, personally appeared Terry Andersen, known to me to be a credible person and of lawful age, who being by me first duly sworn, on his oath, deposes and says:

This affidavit pertains to Water Rights claimed, numbers 29-13285 and 29-04075. Documents submitted during the adjudication process were a part of a Plan which the Court failed to approve, leaving the Title in the Partnership Recreational Properties A&B, successors in interest from Thornhill.



Terry Andersen, managing partner and Affiant
775 Yellowstone, #121
Pocatello, ID 83201

Subscribed and sworn to before me, this 7th day of July, 2006.

County of: BANNOCK

Kevin Wakeman
NOTARY PUBLIC
Residing at: Pocatello, ID



My Subscription expires: 2/22/2012

Form 42-34842-1409(5) July, 2000

6. 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	_____	_____

7. Signature of New Owner(s) or Claimant(s) Recreational Properties A&B, a partnership
(include title if applicable) managing partners

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 _____

165835

2-667200

COPY

Doc # 8-211 PM
 Title All-Interest
 Vol. -5 1996
 Maura Schelate
 9-15-96

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

[Signature]
 D. M. THORNHILL

[Signature]
 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.

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



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

Exhibit B

3.2

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 $\frac{1}{2}$ " 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

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

3-3

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 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.

C-6692DD
COPY**CORPORATE WARRANTY DEED**

For Value Received **INDIAN SPRINGS NATATORIUM, INC.** an Idaho corporation, the grantor, does hereby grant, bargain, sell and convey unto **TERRY W. ANDERSEN** Trustee of Andersen Living Trust and **JOHN K. BAKER** and **JULE BAKER**, Husband & Wife, 1717 Jean, Poca, Idaho, the grantees, the following described premises, in Power County Idaho, to-wit:

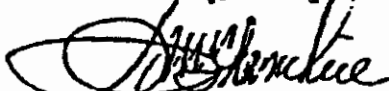
A parcel of land in the Southeast Quarter of Section 18, Township 8 South, Range 31 E.B.M., described as follows:

Beginning at the Southeast corner of said recreational area that bears North 31 49' West 2,247.1 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.

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

IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of Directors, has caused its corporate name to be hereunto subscribed by its president and its Secretary/Treasurer and its corporate seal to be affixed by its Secretary/Treasurer the date set forth herein.

DATED: This 2nd day of July, 1996.



D. M. Thornhill, President



Jamie Shanahan, Secy/treas



CORPORATE WARRANTY DEED - INDIAN SPRINGS NATATORIUM
9506-2-HENHILL C. WRD

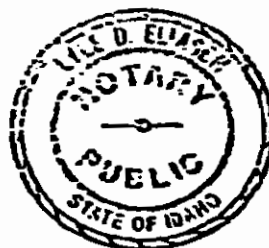
STATE OF IDAHO, COUNTY OF POWER SS

On this 3rd day of July, 1996, before me, a notary public in and for said State, personally appeared D. M. Thomsen and Jamie Shurman, known to me to be the President and Secretary/Treasurer of the corporation that executed this instrument or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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.

[Signature]

Notary Public
Residing at Am. Falls, ID
My Comm. Expires 4/19/98



165834

Recorded in <u>8</u> on <u>2:10 PM</u> Book <u>1</u> Page of <u>Alliance Title</u> JUL -5 1996 PROCESSED BY THE CLERK OF THE COUNTY OF <u>Power</u> <u>Schedule</u> <u>PA. 6.22</u>
--

CORPORATE WARRANTY DEED - INDIAN SPRINGS NATATORIUM
9506-2\HRNHILC.WRD



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

	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 ELLIASON, 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, ~~RECREATIONAL PROPERTIES A & B, a limited liability company~~

BY:

BY:

(Continued on next page)

Page: 1

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

COPY

SELLERS
ESCROW 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 SHIRLEY
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:

SELLER'S ESCROW INSTRUCTIONS
Escrow & Title No. 500RAN

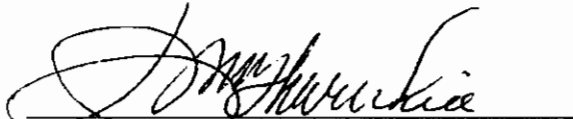
Federal Insurance Deposit Insurance Corporation (FDIC), the Bank Insurance Fund (BIF) and the Savings Association Insurance Fund (SAIF) coverage each applies only to a cumulative maximum amount of \$100,000.00 for each individual depositor for all to depositor's accounts at the same or related institution.

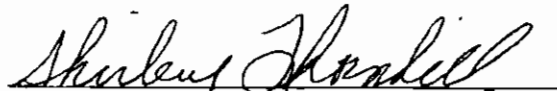
We further understand that certain banking instruments such as, but not limited to, repurchase agreements and letters of credit are not covered at all by FDIC, BIF or SAIF.

Further, we understand that METRO NATIONAL TITLE assumes no responsibility for, nor will we hold same for, any loss occurring which arises from the fact that the amount of the above account may cause the aggregate amount of any individual depositor's accounts to exceed \$100,000.00 and that the excess amount is not insured by the FDIC, BIF or SAIF or that FDIC, BIF, or SAIF insurance is not available on certain types of bank instruments.

These instructions are effective for THIRTY (30) days, or thereafter until revoked by written demand on you by the undersigned, or any one of them.

If you are the prevailing party in any action or proceedings between you and some or all of the parties to this escrow, you shall be entitled to reasonable attorney fees, costs and expenses in connection therewith. If you are required to respond to any legal summons or proceedings not involving a breach or fault upon your part, the parties to this escrow, jointly and severally, agree to pay all costs, expenses, and reasonable attorney fees expended by you, and the parties hereto agree to indemnify you against all loss and expense in said action or proceeding.


DONALD M. THORNHILL


SHIRLEY THORNHILL


INDIAN SPRINGS NATATORIUM, INC.

Received: _____

Time: _____

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

BUYERS INSTRUCTIONS

COPY

ESCROW NO.: 500RAN

ESCROW OFFICER: RODNEY A. NEWMAN

DATE:

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

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

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

AS ESCROW HOLDER I/WE HAND YOU HEREWITH:

1. A. CASHIER'S CHECK in the amount of \$30,000; & 47,000.00
and AICO Rec Prop check - 180.00 and Trust Acct check - 313.56 and PES Reserve \$13,000
Which you are authorized to deliver and/or record, including the
proceeds of any loan referred to herein, when you are in a
position to issue your standard coverage title insurance policy
in the amount of 750,000.00 insuring title in the name
of BUYER(S) herein

SUBJECT TO: County and/or City taxes, not delinquent; Bonds
and/or Special Assessments, not delinquent; and Covenants,
Conditions, Restrictions, Rights of Way, Leases, Easements and
Reservations, now of record.

The items shown in the commitment for title insurance referenced
above.

As follows: Pre-printed exceptions 1 through 6 on Schedule B
Part 2 and special exceptions 1 through 4 and that certain Deed
of Trust 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.

THE UNDERSIGNED HAS READ AND APPROVED ALL DOCUMENTS.

BUYERS TO PAY THE FOLLOWING ITEMS:

-title insurance, escrow fees and recording fees
usually borne by BUYER(S)

-1-

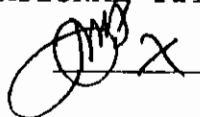
RE: ESCROW NO. 500RAN

BUYER: RECREATIONAL PROPERTIES A & B, ~~L.L.C. a limited liability company~~  **COPY**SELLER: DONALD M. THORNHILL aka D.M. THORNHILL and SHIRLEY THORNHILL
and INDIAN SPRINGS NATATORIUM, INC. a corporation

BUYER/SELLER ACKNOWLEDGES THAT ESCROW OFFICER AND METRO NATIONAL TITLE, PURSUANT TO INSTRUCTIONS FROM BUYER/SELLER (OR BOTH) MAY HAVE PREPARED AND FURNISHED CERTAIN DOCUMENTS IN CONNECTION WITH THE PURCHASE AND SALE (OR MORTGAGE) OF:

3249 INDIAN SPRINGS ROAD,
AMERICAN FALLS, IDAHO 83211,

INCLUDING BUT NOT LIMITED TO DEEDS, ESCROW INSTRUCTIONS, CONTRACTS OF SALE, BILLS OF SALE, SECURITY AGREEMENTS AND TRUST DEED OR MORTGAGES, IN CONNECTION WITH THIS TRANSACTION AND THAT BUYER/SELLER IS HEREBY ADVISED BY ESCROW OFFICER OF THE ADVISABILITY OF SEEKING LEGAL COUNSEL IN CONNECTION WITH THIS TRANSACTION AND THE DOCUMENTATION PREPARED BY ESCROW OFFICER AND METRO NATIONAL TITLE, AND:

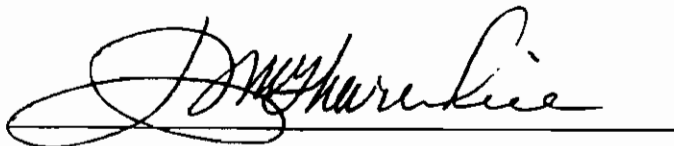


HAS SOUGHT AND RECEIVED INDEPENDENT LEGAL
ADVICE IN CONNECTION WITH THE DOCUMENTATION
OF THIS TRANSACTION.

HAS NOT SOUGHT INDEPENDENT LEGAL ADVICE
IN CONNECTION WITH THE DOCUMENTATION OF
THIS TRANSACTION.

(Check one and initial)

THE SELLER/BUYER HAVE READ AND APPROVED ALL SUCH DOCUMENTS AND HEREBY DIRECT AND INSTRUCT THE ESCROW OFFICER AND METRO NATIONAL TITLE TO CLOSE THE TRANSACTION CONTEMPLATED HEREIN BASED UPON THE PROFERRED DOCUMENTS AND INSTRUCTIONS. IT IS UNDERSTOOD THAT METRO NATIONAL TITLE IS ACTING IN RELIANCE HEREON.



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Escrow No.: 500RAN

amount of \$100,000.00 for each individual depositor for all to depositor's accounts at the same or related institution.

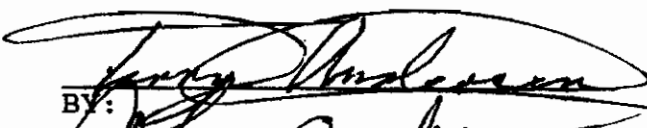
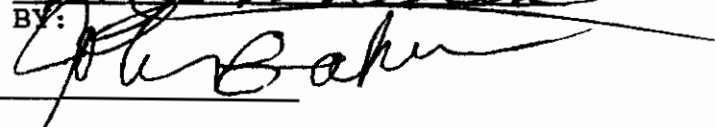
We further understand that certain banking instruments such as, but not limited to, repurchase agreements and letters of credit are not covered at all by FDIC, BIF or SAIF.

Further, we understand that METRO NATIONAL TITLE assumes no responsibility for, nor will we hold same for, any loss occurring which arises from the fact that the amount of the above account may cause the aggregate amount of any individual depositor's accounts to exceed \$100,000.00 and that the excess amount is not insured by the FDIC, FIB or SAIF or that FDIC, BIF, or SAIF insurance is not available on certain types of bank instruments.

These instructions are effective for THIRTY (30) days, or thereafter until revoked by written demand on you by the undersigned, or any one of them.

If you are the prevailing party in any action or proceedings between you and some or all of the parties to this escrow, you shall be entitled to reasonable attorney fees, costs and expenses in connection therewith. If you are required to respond to any legal summons or proceedings not involving a breach or fault upon your part, the parties to this escrow, jointly and severally, agree to pay all costs, expenses, and reasonable attorney fees expended by you, and the parties hereto agree to indemnify you against all loss and expense in said action or proceeding.

RECREATIONAL PROPERTIES A & B, L.L.C. *TWA*

BY: 


RECEIVED: _____

TIME: _____

METRO NATIONAL TITLE

BY: _____

RODNEY A. NEWMAN