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FILED A.M. P.M.
FEB 17 1999
Marsha Riemann, Clerk District
Court Blaine County, Idaho
SERVICE COPY

Attorneys for Plaintiff

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

ANNE KNIGHT,	)	
	)	Case No. CV-99-5643
Plaintiff,	)	
	)	DECREE OF DIVORCE
vs.	)	
	)	
WILLIAM KNIGHT,	)	
	)	
Defendant.	)	
	)	

This matter came before the court on the Plaintiff's Verified Complaint for Divorce filed January 22, 1999. The Defendant accepted service of the Complaint, Summons, and Joint Preliminary Injunction as evidenced by the original Acceptance of Service executed by him on January 28, 1999 and filed and of record with the court. The Defendant has also executed a Waiver of Time, Consent to Default, and Entry of Decree to be made pursuant to a Marriage Settlement Agreement entered into by the parties. The original Waiver of Time, Consent to Default and Entry of Decree has been filed and is of record with the court. Based upon the same, the court shortened time and entered the default of the Defendant.

The parties have executed a Marriage Settlement Agreement. The Original Marriage Settlement Agreement is entered into the record as the Plaintiff's exhibit "A" and is attached hereto,
DECREE OF DIVORCE - 1

and incorporated herein as if set forth in full as Exhibit A, together with all attached schedules. A true and correct copy of the entire Marriage Settlement Agreement, in full, shall be attached as said Exhibit A to all copies of this Decree of Divorce. The court has reviewed the Marriage Settlement Agreement ("Agreement") and finds the same to be fair and equitable. The court further finds, based upon the Verified Complaint, that it has jurisdiction over both parties and the property and obligations of the parties. The matter having been fully submitted to this Court for entry of final judgement and decree and both parties having so stipulated.

NOW THEREFORE, by reason of law and the premises the court finds as follows:

1. Plaintiff and Defendant are, and for a period of more than six (6) weeks prior to filing of the Complaint for Divorce, have been residents of the State of Idaho.

2. Plaintiff and Defendant were married on the 16th day of December, 1996, and ever since said date have been Wife and Husband.

3. At no time during these proceedings has Plaintiff or Defendant been a member of the Armed Forces of the United States, and none of the provisions of the Soldiers and Sailors Civil Relief Act or amendments thereto are applicable to this action.

4. There are no minor children born of this marriage, and Plaintiff is not now pregnant.

5. Plaintiff and Defendant have entered into a written Marriage Settlement Agreement which:

a. Fully and fairly provides for the division or allocation of community property assets and liabilities;

b. Fully and fairly confirms their separate property interests;

c. And otherwise fully and fairly settles and relinquishes all marital rights against each other.

6. During the course of the marriage, certain irreconcilable differences have arisen creating substantial reasons for not continuing this marriage, and establishing sufficient grounds for the dissolution of this marriage.

7. Each party should pay his or her attorney fees incurred in obtaining this Decree of Divorce.

8. Wife should be returned to her maiden name of Anne Gilhuly.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED, that

A. The bonds of matrimony heretofore and now existing between the parties are dissolved and forever set aside and Plaintiff is granted a divorce, absolute, from Defendant on the grounds of irreconcilable differences.

B. The Marriage Settlement Agreement Attached hereto as Exhibit A is hereby adopted, confirmed and merged into this Decree of Divorce in its entirety, and shall be enforced as an Order of this court as though all of its terms and provisions were set forth fully herein.

C. The community property of the parties be divided as follows:

1. Wife shall receive as her sole and separate property

i. The real property, personal property and accounts as set forth in the Marriage Settlement Agreement and more fully described therein or on the schedules attached thereto.

2. Husband shall receive as his sole and separate property:

i. The personal property and accounts as set forth in the Marriage Settlement Agreement.

D. The separate property of each party is confirmed to them as set forth in the Marriage Settlement Agreement.

E. The community obligations of the parties be divided as follows:

1. Wife shall assume and pay as her sole and separate liability and hold Husband harmless from the debts and obligations assigned to her as set forth in the Marriage Settlement

Agreement.

2. Husband shall assume and pay as his sole and separate liability and hold Wife harmless from the debts and obligations assigned to him as set forth in the Marriage Settlement Agreement.

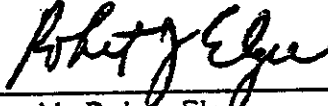
F. The parties were shareholders and directors of a closely held corporation known as Torrey's, Inc. The corporation shall be dissolved, and the assets and liabilities shall be allocated to the parties as set forth in the Marriage Settlement Agreement, and pursuant to the Idaho Business Corporations Act.

G. For the year of 1998 and each year thereafter, the parties shall file separate tax returns and shall take responsibility for tax debt incurred during the course of the marriage, both personal and corporate, if any, as set forth in the marriage settlement agreement.

H. Each party shall bear his or her own attorneys fees, if any, incurred to date in securing this Decree of Divorce.

I. Wife shall be returned in all respects to her maiden name of Anne M. Gilhuly.

DATED this 17 day of Feb, 1999.



Honorable Robert Elgee
Magistrate Judge

DECREE OF DIVORCE - 4

County of Blaine } ss
I do hereby certify that the foregoing is a true and correct copy of the original thereof, or file in my office.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.
this 17 day of Feb, 19 99
MARSHA RIEMANN
Clerk District Court

MARRIAGE SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into by ANN KNIGHT, a resident of the State of Idaho, (hereinafter referred to as the "Wife"), and WILLIAM KNIGHT a resident of the State of Idaho, (hereinafter referred to as the "Husband"), concerning their marital property rights and the support, maintenance and child custody rights arising from their marital relationship.

RECITALS

The parties hereto make this Agreement with reference to the following facts:

WHEREAS, the parties were married on the 16th day of December, 1996 in Custer County, Idaho, and ever since then, have been Husband and Wife.

WHEREAS, there have been born no children as issue of this marriage and none are expected.

WHEREAS, irreconcilable differences have arisen between the parties which render it impossible for the parties to continue to live together as Husband and Wife. As a result the parties have separated and desire a divorce.

WHEREAS, the parties desire to agree on a fair and equitable division of their property and debts.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties agree as follows:

1. Living Separate. Each party may continue to live separate and apart from the other for the rest of their lives in all respects as unmarried. Each party shall be free from all restraint, interference or control, direct or indirect, by the other party.

2. Division of Community Property and Confirmation of Separate Property.

A. To Husband, as his sole and separate property, effective upon the execution of this Agreement, the property set forth as follows:

1. REAL PROPERTY:

NONE

SECRET
A

2. PERSONAL PROPERTY:

- a. 1986 Buick vehicle. VIN# _____
- b. 1962 Ford truck. VIN# _____
- c. Snow Plow
- d. Tractor
- e. Personal property currently in his possession.
- f. Balance of financial accounts in his name.

B. To Wife as her sole and separate property, effective upon the execution of this Agreement, the property set forth as follows:

1. REAL PROPERTY

a. Torrey's Burnt Creek Inn - a resort with real property, cabins, lodge and RV park, geothermal well, and other improvements, described as:

A parcel of land located in H. E. S. 583, Section 29, Township 11 North, Range 16 East, Boise Meridian, Custer County Idaho, more particularly described as:

Commencing at Corner 2 of said H. E. S. 583, run thence South 18°36'02" West along Line 2-3 H. E. S. 583 a distance of 571.57 feet to the POINT OF BEGINNING: Thence continuing South 18°36'02" West a distance of 407.12 feet to Corner 3 of H. E. S. 583; Thence South 87°34'00" West, along line 3-4 of H. E. S. 583 a distance of 1057.70 feet to a point on the southerly right of way on Highway 75: Thence along a curve to the left, having a central angle of 22°53'04.5", a radius of 762.75 feet, and a chord of 302.63 feet: Thence North 56°36'40" East, a distance of 823.54 feet: Thence South 57°40'22" East a distance of 260.01 feet to the POINT OF BEGINNING.

b. Real property consisting of TRACT 1 of approximately ½ acre with a home and other improvements, and TRACT 2 of approximately 5 acres described as:

TRACT 1 : A fraction of H. E. S. No. 583, in approximate Section 29, Township 11 North, Range 16 East, Boise Meridian, Custer County Idaho,

More particularly described as set forth on Schedule A attached hereto and incorporated herein.

TRACT 2 : A fraction of H. E. S. 583, located in approximate Section 29, Township 11 North, Range 16 East, Boise Meridian, Custer County, Idaho,

More particularly described as set forth on Schedule A attached hereto and incorporated herein.

2. PERSONAL PROPERTY:

- a. All equipment, improvements and fixtures for Torrey's Burnt Creek Inn, cabins, RV park, and the home.
- b. All restaurant equipment.
- c. 14 x 70 foot mobile trailer home.
- d. 1990 Ford Bronco. VIN# _____
- e. Four (4) horses.
- f. Personal property and furnishings currently in her possession.
- g. Balance of financial accounts in her name. .

C. TORREY'S INC.

The parties are shares holders and directors of a closely held corporation named Torrey's Inc. Each party owned 50 % of issued shares. The parties have voted to dissolve Torrey's, Inc., pursuant to Articles of Dissolution dated 28th, January, 1999.

On information and belief, the corporation did not own any assets as of the date of dissolution.

The corporation will have a tax return due for 1998 and part of 1999 tax year, and there may be other liabilities associated with the corporation that are not known at this time. The parties agree that the corporation will file a tax return for 1998 and for 1999 and that each will be ½ responsible for the tax due and owing if any, and each party shall be entitled to ½ of the refund if any is to be paid.

The parties also agree to each be ½ liable for, and indemnify the other from ½ of any debts, liabilities or obligations of Torrey's Inc which may be discovered after the filing of this agreement.

D. Each party confirms that the property received pursuant to this Agreement shall be that party's sole and separate property. The parties shall each execute any and all titles or deeds or other documents of ownership upon, upon request of the other party, necessary or convenient to effect the transfer of property set forth herein.

E. Should additional community property be discovered or located in the future which is not listed in this Agreement or should it be determined by a court of competent jurisdiction there exists additional community property which is not listed in this Agreement, such community property shall be divided equally between Husband and Wife immediately upon its identification or determination unless it is shown such community property was known to one of the parties at the time this Agreement was executed and not revealed to the other party. If this occurs, the court is directed to make an unequal division of this community property in favor of the innocent party.

2. Designation and Division of Community Liabilities and Separate Liabilities.

A. Husband shall assume and pay as his sole and separate liabilities and hold Wife harmless from the following liabilities:

1. All Payables for Torrey's, due and owing through 1/15/99
2. First USA Visa - approximate amount of \$8,846.73
3. MBNA Visa - approximate amount of \$4,687.00
4. First Union Visa - approximate amount of \$209.49
5. One half of tax and other liability for Torrey's Inc, as set forth in paragraph 2.C above.
6. All debts, liabilities and obligations incurred by him, in his name or on his behalf from January 15, 1999.
7. All other debts, liabilities and obligations, including but not limited to credit card debt incurred by him or in his name arising during the marriage, but not specifically assumed by Wife herein.
8. All debt and obligations associated with or arising from the personal property received by him as a result of this divorce action.

B. Wife shall assume and pay as her sole and separate liabilities and hold Husband harmless from the following Liabilities:

1. All payables for Torrey's, due and owing after January 15, 1999.
2. Note dated 2/23/98 with Deed of Trust, payable to Anthony Mariani, \$100,000.00.
3. Note dated 2/23/98 with Deed of Trust, payable to Anthony Mariani, \$185,000.00.
4. Note dated 4/8/98 with Deed of Trust, payable to John W. Gilhuly and Patricia Gilhuly, and George A. Gilhuly and Aloha e. Gilhuly, \$98,000.00.
5. Note dated 1/12/96 with Deed of Trust, payable to Norwest Mortgage, \$69,000.00.
6. One half of tax and other liability for Torrey's Inc, as set forth in paragraph 2.C above.
7. All debts, liabilities and obligations incurred by her, in her name or on her behalf from January 15, 1999.
8. All other debts, liabilities and obligations, including but not limited to credit card debt incurred by her or in her name arising during the marriage, but not specifically assumed by Husband herein.
9. All debt and obligations associated with or arising from the personal property and real property received by her as a result of this divorce action.

C. If liabilities exist which are not listed herein, the party who failed to exercise

due diligence in the finding and disclosure of any such liabilities shall assume complete responsibility for said undisclosed liabilities.

D. Each party shall indemnify the other and hold the other harmless from all obligations hereby assumed and shall take all steps reasonably required to inform creditors of the assumption of the liabilities by the parties.

4. Husband's Option to Purchase Real Property - In exchange for the Husband's interest in the real property set forth above, and upon the execution by Husband of such deeds and instruments necessary to convey all such properties to Wife, Wife shall grant to Husband a right to purchase the properties as follows: Husband shall have the right to purchase said real property upon the same terms and conditions as any contract of sale entered into by Wife with a third party (hereinafter referred to as the offer). Said offer shall be a bona fide, good faith offer made in writing to Wife. In the event such offer is made, Wife shall notify Husband of said offer by giving written notice of all of the terms and conditions thereof, together with a copy of the executed written agreement with regard thereto. Husband shall have fourteen (14) days from the date of the postmark on said notification or the date of personal delivery, to exercise the right of first refusal to purchase said property on the same terms and conditions as contained in said bona fide offer accepted by Wife. Husband shall exercise this right by written notice to Wife postmarked within said fourteen (14) day period. If Husband does not exercise this right within fourteen (14) day period, he shall have waived his right to purchase said property subject to said offer and Wife shall be free to consummate the purchase and sale transaction with the third party in question, and the right of first refusal shall terminate.

5. Disclaimer of Spousal Support Both parties agree that neither will seek an award of spousal support or spousal maintenance from the other.

6. Tax Matters.

a. During the period of their marriage the parties have filed certain income tax returns. If a deficiency assessment is proposed by any taxing authority on any of the returns filed during the period of the marriage (and provided that the tax returns pertain to income, deductions, credit or other matters arising during the period of the marriage), the party receiving notice of that proposed deficiency assessment shall give the other party immediate notice thereof in writing. The parties shall share equally in any such deficiency or in any refund.

b. The parties agree that for the calendar year 1998, and each year thereafter they shall file separate tax returns.

c. The transfer of property between the parties as provided for in this Agreement is done incident to the divorce of the parties. Neither party shall seek a stepped-up basis in connection with the transfer of any of the assets pursuant to this Agreement.

d. Each party shall be solely responsible for paying any income tax and capital

gains tax arising out the taxable disposition of any property awarded to that party pursuant to this Agreement.

e. The parties are shareholders and directors in a closely held sub-chapter S Corporation, Torrey's Inc., dissolved by Articles of Dissolution dated ____ of _____, 1999. The corporation filed a tax return for 1997, and will file a return for 1998 and part of 1999. If a deficiency assessment is proposed by any taxing authority on any of the returns filed by the corporation the party receiving notice of that proposed deficiency assessment shall give the other party immediate notice thereof in writing. The parties shall share equally in any such deficiency or in any refund.

f. Nothing herein shall constitute a waiver on the part of either spouse to claim the status of "innocent spouse" (or any comparable status under State law) as that status is defined by Federal law (or State law, if applicable) in any proceeding before the appropriate taxing authority.

7. Social Security Benefits. The parties hereby specifically reserve any and all rights each may have pursuant to the Federal Social Security Act and any other federal law related to the Social Security Act.

8. Mutual Estate Release. Both parties mutually release one another from any and all claims on the property of the other, whether real or personal and whether now or hereafter acquired. Each party shall have the unrestricted right to dispose of their property, free from any claim or demand of the other, so that their estates shall be distributed and belong to the persons who become entitled thereto, whether by will, devise, bequest, intestacy or otherwise under the laws of any jurisdiction. Both parties expressly waive and relinquish any and all right to inherit the estate of the other, to take property from the other by devise or bequest (unless by a Will executed subsequently to the effective date of this Agreement) or to claim any family allowance or other elective share under the laws of any jurisdiction. Both parties expressly waive and relinquish any right of administration of the estate of the other under the laws of any jurisdiction.

9. Mutual General Release. Husband and Wife mutually release one another from any and all known civil causes of actions, claims, demands, damages, costs, attorneys fees, expenses and compensation of any kind on account of or which in any manner arose directly or indirectly from the relationship during the period of the marriage. Nothing herein shall be construed as barring the filing of any action for divorce or proceeding with any pending action for divorce.

10. Warranties of the Parties.

a. Husband and Wife represent and declare to one another that no promises, warranties or representations of any character or nature have been made to induce either party to enter into this Agreement, other than herein contained; that each of the parties acknowledges that each is entering into this Agreement of their own free will and accord without coercion; that each believes the Agreement to be fair, just and reasonable; and that each is signing this Agreement

freely and voluntarily.

b. This Agreement is entire and complete and embodies all understandings and agreements between the parties. No representations, agreements, undertakings or warranties of any kind or nature have been made to the other party to induce the making of this Agreement, except as is expressly set forth in this Agreement. Neither of the parties shall assert that there are any other agreements, oral or written, existing between them. No oral statement or prior written matter outside of this Agreement shall have any force or effect. This Agreement shall not be amended, modified or discharged or terminated orally. Any waiver by either party of any provision of this Agreement, or of any right hereunder, shall not be deemed a continuing waiver and shall not prevent or estop such party from thereafter enforcing such provision or right, and the failure of either party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by the other party shall not be construed as a waiver or relinquishment for the future of any of such terms or provisions, but the same shall continue in full force and effect.

c. Both parties warrant to each other that they have made a complete and full disclosure and representation of their assets and liabilities to the extent necessary for this Agreement and both parties are fully satisfied that they have examined all pertinent documents and have all the necessary information with which to be properly informed and advised regarding the financial status of each party so that the parties are relying on said information in entering into this Agreement.

d. Both parties warrant to each other that neither has incurred, and each covenants that they shall not incur, any liability or obligation on which the other may become liable; and each covenants and agrees that if any claim, action, or proceeding shall be brought hereafter seeking to hold one of the parties liable on account of a debt, liability, act or omission of the other party, the party causing such claim, action, or proceeding, shall at their sole expense defend the other party against any such claim or demand, whether or not well founded, and hold such innocent party free and harmless therefrom.

e. The parties agree that any property acquired by either of them from and after the date of execution of this Agreement shall be the sole and separate property of the one so acquiring it; and each party waives any and all property rights in and to such future acquisitions of property as the sole and separate property of the one acquiring same from the date of execution of this Agreement.

11. Execution of Further Instruments. Husband and Wife agree that they will immediately, upon request of the other, execute and deliver any other or further instruments necessary or convenient to carry out the provisions of this Agreement, including but not limited to instruments or documents of ownership such as deeds and titles.

12. Return to Wife's Former Name Wife shall be returned in all respects to her former name of Anne M. Gilhuly.

13. Decree of Divorce. This Agreement shall be incorporated and merged in full or by reference in any final judgment or decree of divorce divorcing the parties entered by a court of competent jurisdiction.

14. Legal Representation. The parties acknowledge that Jennifer L. K. Haemmerle of The Roark Law Firm, Attorneys at Law, has represented Wife in the preparation of this Agreement. Husband is aware of his right to independent counsel and representation, and has proceeded without such representation. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the documents.

15. Attorneys Fees. Each party agrees to bear his or her own attorneys fees and costs incurred in this matter. However, in the event that either party hereto employs an attorney to enforce any right or duty arising out of this Agreement, the prevailing party in such dispute shall be entitled to be paid reasonable costs and attorney's fees by the nonprevailing party, whether litigation is commenced or not.

16. Applicable Law. The laws of the State of Idaho shall govern all matters affecting the interpretation of this Agreement and the rights of the parties hereto.

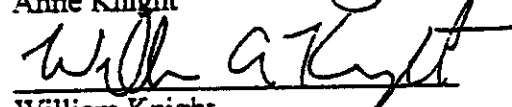
17. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators and assigns.

18. Notices. All notices required to be given shall be either personally delivered to receiving party or mailed by certified mail, return receipt requested, duly directed to the receiving party at their last known respective address. The parties shall from time to time specify any other addresses by which notice is to be sent.

19. Severability. If any of the provisions of this Agreement are held to be invalid or unenforceable, all other provisions hereof shall nevertheless continue in full force and effect.

20. Exhibits. Any exhibits attached to this Agreement are incorporated into this Agreement by this reference hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year above written.


Anne Knight

William Knight

STATE OF IDAHO

)
) ss.

County of LEWIS

On this 28th day of January, 1999, before me, a Notary Public in and for said State, personally appeared Anne Knight known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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



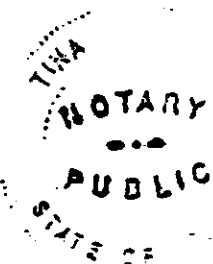
Tina
NOTARY PUBLIC FOR: Idaho
Residing at SALMON
Commission Expires 2/6/2004

STATE OF IDAHO

County of LEWIS

On this 28th day of January, 1999, before me, a Notary Public in and for said State, personally appeared William Knight known to me to be the 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 first above written.



Tina
NOTARY PUBLIC FOR: Idaho
Residing at SALMON
Commission Expires 2/6/2004

SCHEDULE A
REAL PROPERTY AWARDED TO WIFE

1. Real property described at Paragraph 2.B.1.a of the Marriage Settlement Agreement, page 2.
2. Real property described as Tract 1 and Tract 2 at Paragraph 2.B.1.b of the Marriage Settlement Agreement, page 2, and more particularly described herein as:

TRACT I:

A fraction of R.E.S. No. 583, in approximate Section 29, Township 11 North, Range 16 East, Boise Meridian, Custer County, Idaho, described as:

Beginning at corner No. 2 of said R.E.S.; thence South 18°34' West, 17.9 feet, more or less, to a point on the Northernly boundary line of U.S. Highway 93 right of way; thence South 56°39' West, along said right of way line 562.3 feet to the TRUE POINT OF BEGINNING; thence continuing South 56°39' West, along said right of way line 209.0 feet; thence North 22°19' West, 200 feet; thence North 56°39' East, 209.0 feet; thence South 22°19' East, 200 feet to the Point of Beginning, EXCEPTING THEREFROM the following described tract:

Beginning at corner No. 2 of said R.E.S.; thence South 18°34' West, 17.9 feet, more or less, to a point on the Northernly boundary line of U.S. Highway 93 right of way; thence South 56°39' West along said right of way line 767.3 feet to the TRUE POINT OF BEGINNING; thence continuing South 56°39' West along said right of way line 104.5 feet; thence North 22°19' West, 200 feet; thence North 56°39' East, 104.5 feet; thence South 22°19' East, 200 feet to the Point of Beginning.

TRACT II:

A fraction of R.E.S. #583, located in approximate (unsurveyed) Section 29, Township 11 North, Range 16 East, Boise Meridian, Custer County, Idaho, and commencing at corner No. 2 of said R.E.S. #583, thence South 18°34' West, 17.9 feet to the Northwesternly right-of-way of Highway #75; thence South 56°39' West, 871.30 feet on and along said right-of-way to the Point of Beginning of this description; thence continuing South 56°39' West, 250.00 feet on and along said right-of-way; thence North 22°19' West, 672.04 feet, more or less, to the North line of said R.E.S. #583; thence North 98°40' East, 485.48 feet, more or less, on and along said North line, to the Northwest corner of the Land described in the Deed from John S. Smith and Charlotte Smith, husband and wife, to Stanley R. McKinney and Nora Catherine McKinney, recorded September 21, 1966, in Book 36, Deeds, Page 215, records of Custer County, Idaho; thence South 22°19' East, 199.1 feet, more or less, along the West line of said McKinney Land, to the Northwest corner of the Land described in the Deed from John S. Smith and Charlotte Smith to Carl L. Reed and Helen L. Reed, husband and wife, recorded February 17, 1975, as Instrument No. 138922, thence South 56°39' West, 209.0 feet, to the Northwest corner of said Reed Land; thence South 22°19' East, 200.0 feet to the Point of Beginning.

CERTIFICATE OF SERVICE

I hereby certify that on the 17th day of February, 1998, I served a true and correct copy of the within and foregoing document upon the attorney(s) named below in the manner noted:

Jennifer L. K. Haemmerle
Roark Law Firm
409 N. Main
Hailey, Idaho 83333

William Knight
303 Neyman
Salmon, Idaho 83467

X By depositing copies of the same in the United States Mail, postage prepaid, at the post office at Hailey, Idaho.

_____ By hand delivering copies of the same to the office of the attorney(s) at his offices in Hailey, Idaho.

_____ By telecopying copies of same to said attorney(s) at the telecopier number _____, and by then mailing copies of the same in the United States Mail, postage prepaid, at the post office at Hailey, Idaho.



CLERK OF THE COURT
BY: DEPUTY CLERK

ORIGINAL

QUITCLAIM DEED

INSTRUMENT No. _____

FOR VALUE RECEIVED, William A. Knight of Lemhi County, Idaho, (a single man) (Grantor), does hereby convey, release, remise and forever quit claim unto Anne M. Gilhuly, of Custer County, Idaho, (a single woman) (Grantee), all right, title and interest in and to the parcel of real property described as follows:

Torrey's Burnt Creek Inn – a resort with real property, cabins, lodge and RV park, geothermal well, and other improvements, described as:

A parcel of land located in H. E. S. 583, Section 29, Township 11 North, Range 16 East, Boise Meridian, Custer County Idaho, more particularly described as:

Commencing at Corner 2 of said H. E. S. 583, run thence South 18°36'02" West along Line 2-3 H. E. S. 583 a distance of 571.57 feet to the POINT OF BEGINNING: Thence continuing South 18°36'02" West a distance of 407.12 feet to Corner 3 of H. E. S. 583; Thence South 87°34'00" West, along line 3-4 of H. E. S. 583 a distance of 1057.70 feet to a point on the southerly right of way on Highway 75: Thence along a curve to the left, having a central angle of 22°53'04.5", a radius of 762.75 feet, and a chord of 302.63 feet: Thence North 56°36'40" East, a distance of 823.54 feet: Thence South 57°40'22" East a distance of 260.01 feet to the POINT OF BEGINNING.

together with all improvements and appurtenances.

DATED this 4th day of March, 1999.

William A. Knight
William A. Knight

STATE OF IDAHO,)
County of Lemhi,) ss.

On this 4th day of March, 1999, before me, a Notary Public in and for said State, personally appeared William A. Knight, Grantor, known to me to be the person who name is subscribed to the within instrument, and acknowledged to me that he executed the

NOTARY

...
PUBLIC

Jessie M. Santee
NOTARY PUBLIC for Idaho
Residing at Salmon ID
Commission expires 6-19-2001

SCHEDULE A

TRACT I:

A fraction of H.E.S. No. 583, in approximate Section 29, Township 11 North, Range 16 East, Boise Meridian, Custer County, Idaho, described as:

Beginning at corner No. 2 of said H.E.S.; thence South 18°34' West, 17.9 feet, more or less, to a point on the Northernly boundary line of U.S. Highway 93 right of way; thence South 56°39' West, along said right of way line 562.3 feet to the TRUE POINT OF BEGINNING; thence continuing South 56°39' West, along said right of way line 209.0 feet; thence North 22°19' West, 200 feet; thence North 56°39' East, 209.0 feet; thence South 22°19' East, 200 feet to the Point of Beginning, EXCEPTING THEREFROM the following described tract:

Beginning at corner No. 2 of said H.E.S.; thence South 18°34' West, 17.9 feet, more or less, to a point on the Northernly boundary line of U.S. Highway 93 right of way; thence South 56°39' West along said right of way line 767.3 feet to the TRUE POINT OF BEGINNING; thence continuing South 56°39' West along said right of way line 104.5 feet; thence North 22°19' West, 200 feet; thence North 56°39' East, 104.5 feet; thence South 22°19' East, 200 feet to the Point of Beginning.

TRACT II:

A fraction of H.E.S. #583, located in approximate (unsurveyed) Section 29, Township 11 North, Range 16 East, Boise Meridian, Custer County, Idaho, and commencing at corner No. 2 of said H.E.S. #583, thence South 18°34' West, 17.9 feet to the Northwest corner of the right-of-way of Highway #75; thence South 56°39' West, 871.90 feet on and along said right-of-way to the Point of Beginning of this description; thence continuing South 56°39' West, 250.00 feet on and along said right-of-way; thence North 22°19' West, 672.04 feet, more or less, to the North line of said H.E.S. #583; thence North 88°40' East, 485.48 feet, more or less, on and along said North line, to the Northwest corner of the land described in the Deed from John S. Smith and Charlotte Smith, husband and wife, to Stanley R. McKinney and Nora Catherine McKinney, recorded September 21, 1966, in Book 36, Deeds, Page 215, records of Custer County, Idaho; thence South 22°19' East, 199.1 feet, more or less, along the West line of said McKinney land, to the Northwest corner of the land described in the Deed from John S. Smith and Charlotte Smith to Carl L. Reed and Helen L. Reed, husband and wife, recorded February 17, 1975, as Instrument No. 138922, thence South 56°39' West, 209.0 feet, to the Northwest corner of said Reed land; thence South 22°19' East, 200.0 feet to the Point of Beginning.

Custer County Reg. of

Anne Bilbuly

Time 3:55 P.M.

4/1 1999

Ethel M Peck, Clerk

Janet L. Dargis
Deputy

ORIGINAL

0217785

QUITCLAIM DEED

INSTRUMENT No. _____

FOR VALUE RECEIVED, William A. Knight of Lemhi County, Idaho, (a single man) (Grantor), does hereby convey, release, remise and forever quit claim unto Anne M. Gilhuly, of Custer County, Idaho, (a single woman) (Grantee), all right, title and interest in and to the parcel of real property described as follows:

Real property consisting of TRACT 1 of approximately 1/2 acre with a home and other improvements, and TRACT 2 of approximately 5 acres described as:

1. TRACT 1 : A fraction of H. E. S. No. 583, in approximate Section 29, Township 11 North, Range 16 East, Boise Meridian, Custer County Idaho.

More particularly described as set forth on Schedule A attached hereto and incorporated herein.

2. TRACT 2 : A fraction of H. E. S. 583, located in approximate Section 29, Township 11 North, Range 16 East, Boise Meridian, Custer County, Idaho,

More particularly described as set forth on Schedule A attached hereto and incorporated herein.

together with all improvements and appurtenances for both Tracts.

DATED this 4th day of March, 1999.

William A. Knight
William A. Knight

STATE OF IDAHO,)
County of Lemhi,) ss.

On this 4th day of March, 1999, before me, a Notary Public in and for said State, personally appeared William A. Knight, Grantor, known to me to be the person who name is subscribed to the within instrument, and acknowledged to me that he executed the same.

NOTARY

PUBLIC

Josue M. Santee
NOTARY PUBLIC for Idaho
Residing at Salmon
Commission expires 6-19-2001