

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
REQUEST FOR EXTENSION OF TIME
TO PROVIDE ADDITIONAL TIME IN WHICH TO SUBMIT PROOF OF
BENEFICIAL USE FOR A WATER RIGHT PERMIT

RECEIVED

JUL 09 2004

Department of Water Resources

The Idaho Department of Water Resources will consider this form as a request that the permit holder(s) be granted an additional period of time under the provisions of Section 42-204, Idaho Code in which to complete development of a water right.

Permit No. 63-11540
Name(s) of Permit Holder: Joan Prigge
Address: 10712 Cruiser Dr City Boise State ID Zip 83709
Telephone No. 3751853 Date Proof is Due: Aug. 4, 2004

Describe what work has been completed toward the development of this water right:
(This must be filled out! If no work has been completed, show "none".)

MTC, Inc. Jim Rees, has nearly completed \$25000⁰⁰
worth of work for DEQ approval of two well sites.
Foreclosure proceeding was stopped for \$65000⁰⁰ (incl. Att'y costs)
Further work has been done to proceed with Travel Plaza
and RV Park \$20000⁰⁰ Costing \$ 110000⁰⁰

The permit holder(s) has been unable to complete the remainder of the work for the following reasons:

The property and associated water, including The
point of diversion and place of use, was subject to
foreclosure litigation from December 13, 2002. The
settlement was reached July 1, 2004.

Permit holder(s) request an extension to August 1, 20 06.

(Signature)*

*If other than permit holder, Power of Attorney must be supplied.

ACTION OF THE DEPARTMENT OF WATER RESOURCES

IT IS HEREBY ORDERED that the above request for extension of time be

APPROVED and the time within which to submit proof of beneficial use is extended
to August 1, 2006.

Signed this 12th day of August, 20 04

Gary Spackman
Gary Spackman

COPY

O. _____
FILED
A.M. _____ P.M. _____

JUL 01 2004

J. DAVID NAVARRO, Clerk
By LETICIA ELWOOD
DEPUTY

RECEIVED

JUL 09 2004

Department of Water Resources

ROBERT PRIGGE & JOAN PRIGGE
10712 CRUSER DRIVE,
BOISE, ID 83709
TELEPHONE: (208) 375-1853
FACSIMILE: (208) 375-1548

IN THE COURT OF THE FOURTH JUDICIAL DISTRICT
STATE OF IDAHO, COUNTY OF ADA

FLOYD WOOD, AN INDIVIDUAL,

PLAINTIFF,

VS.

ROBERT R. PRIGGE AND JOAN PRIGGE,
HUSBAND AND WIFE; B&J DEVELOPMENT
COMPANY, INC., AN IDAHO CORPORATION;
ADA COUNTY ASSESSOR; GARY GAPP, AN
INDIVIDUAL; ERIK CAZIER AND LARK CAZIER,
HUSBAND AND WIFE; TREASURE VALLEY
CONTRACTORS, INC., AN IDAHO CORPORATION;
U.S. EXTERIOR SPECIALTILES INC., AN IDAHO
CORPORATION; LARRY WHITEMAN AND JANE
DOE WHITEMAN, HUSBAND AND WIFE; AND
GROUP 7 DEVELOPMENT, INC., AN IDAHO
CORPORATION; AND THAT CERTAIN PARCEL OF
REAL ESTATE LOCATED IN ADA COUNTY, AND
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1: LOT 4 IN SECTION 4, TOWNSHIP 1
NORTH, RANGE 3 EAST OF THE BOISE MERIDIAN;
PARCEL 2: LOT 1, 2 AND 3 AND THE SOUTHEAST
QUARTER OF THE NORTHWEST QUARTER OF
SECTION 4, TOWNSHIP 1 NORTH, RANGE 3 EAST
OF THE BOISE MERIDIAN; EXCEPT THAT PORTION
DEEDED TO THE STATE OF IDAHO BY DEED
RECORDED IN BOOK 185 OF DEEDS PAGE 453,
AND ALSO EXCEPT THAT PORTION DEEDED
TO THE STATE OF IDAHO BY DEED

CV OC 0209844D

CASE NUMBER _____

SETTLEMENT AGREEMENT

RECORDED UNDER RECORDER'S FEE NO.
513756, RECORDS OF ADA COUNTY, IDAHO.

The Defendants, Robert Prigge and Joan Prigge, pro se, state the following:

Floyd Wood, Plaintiff, and the Owners of the Parcels in this filing, have met out of Court voluntarily, and have agreed

upon the following terms of Settlement:

SETTLEMENT AGREEMENT

- a. Robert and Joan Prigge will pay to Floyd Wood the sum of \$50,000.00 toward repayment of the loan of \$60,800

(including its interest and other interest from another loan on the 1953 Buick Skylark.) with the total amount of

the settlement agreed upon being \$200,000.
- b. The total balance owing will be \$150,000 bearing 6% simple interest to be paid on or before the sale of the

200 acres of property.
- c. The deadline to payoff the remaining \$150,000 will be 18 months from the consummation of this agreement to

pay these monies to Wood.
- d. Floyd Wood will immediately remove the Lis Pendens as part of terms of this agreement.
- e. The receipt of the \$50,000.00 to be paid to Floyd Wood and the removal of the Lis Pendens will take place

simultaneously.
- f. Prigge's may buy the 1953 Buick Skylark, if desired, for the total price of \$50,000.00

g. If the final payment on the loan of \$150,000.00, is not paid in the time allowed, Floyd Wood has the right to

place the land up for sheriff's sale. He would collect the monies owed him from such a sale as first priority.

h. Each party will pay all their own attorney fees.

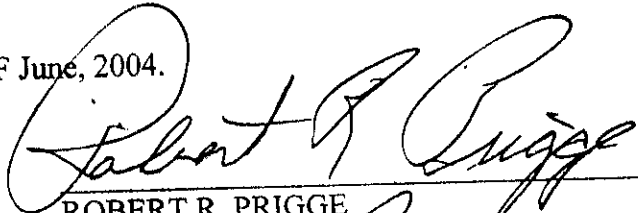
i. Both Parties want this Lawsuit vacated immediately to not further waste the Court's valuable time, nor continue

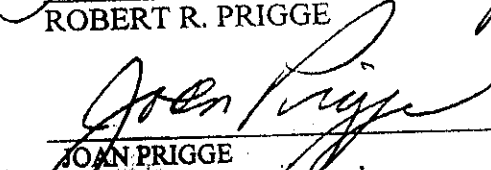
to create more legal fees and attorney fees that are unnecessary.

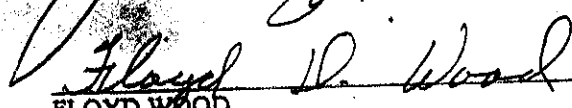
WHEREFORE, based on the aforementioned facts, the Settlement Agreement reached between Wood and

Prigge, we pray the Court's indulgence and let the parties drop the case before the court without further adieu.

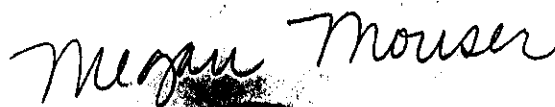
DATED THIS 30 DAY OF June, 2004.

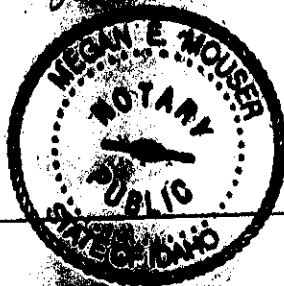

ROBERT R. PRIGGE


JOAN PRIGGE


FLOYD WOOD

NOTARY ATTACHED





COPY
NO. _____
FILED
A.M. _____ P.M. _____

DEC 13 2002

J. DAVID NAVARRO, Clerk
By KIM LEDDA
DEPUTY

RECEIVED

JUL 09 2004

Department of Water Resources

R. GEORGE DEFORD, JR.
DEFORD LAW, P.C.
1314 12TH AVENUE SOUTH, SUITE 4
NAMPA, IDAHO 83651
TELEPHONE: (208) 461-3667
FACSIMILE: (208) 461-7077
IDAHO STATE BAR NUMBER 5353

ATTORNEY FOR THE PLAINTIFF

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
STATE OF IDAHO, COUNTY OF ADA

FLOYD WOOD, AN INDIVIDUAL,

PLAINTIFF,

VS.

ROBERT R. PRIGGE AND JOAN PRIGGE,
HUSBAND AND WIFE; B & J DEVELOPMENT
COMPANY, INC., AN IDAHO
CORPORATION; ADA COUNTY ASSESSOR;
GARY GAPP, AN INDIVIDUAL; ERIK
CAZIER AND LARK CAZIER, HUSBAND
AND WIFE; TREASURE VALLEY
CONTRACTORS, INC., AN IDAHO
CORPORATION; U.S. EXTERIOR
SPECIALTIES INC., AN IDAHO
CORPORATION; LARRY WHITEMAN AND
JANE DOE WHITEMAN, HUSBAND AND
WIFE; AND GROUP 7 DEVELOPMENT,
INC., AN IDAHO CORPORATION; AND THAT
CERTAIN PARCELOF REAL ESTATE LOCATED IN
ADA COUNTY, AND MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

CV 00 0209844D

CASE NUMBER _____

COMPLAINT

FEE CATEGORY: A
FEE: \$77.00

COPY

PARCEL 1: LOT 4 IN SECTION 4,
TOWNSHIP 1 NORTH, RANGE 3
EAST OF THE BOISE MERIDIAN;

PARCEL 2: LOT 1, 2, AND 3 AND
THE SOUTHEAST QUARTER OF
THE NORTHWEST QUARTER OF
SECTION 4, TOWNSHIP 1 NORTH,
RANGE 3 EAST OF THE BOISE
MERIDIAN; EXCEPT THAT
PORTION DEEDED TO THE
STATE OF IDAHO BY DEED
RECORDED IN BOOK 185 OF
DEEDS AT PAGE 453, AND ALSO
EXCEPT THAT PORTION DEEDED
TO THE STATE OF IDAHO BY
DEED RECORDED UNDER
RECORDER'S FEE NO. 513756,
RECORDS OF ADA COUNTY,
IDAHO.

DEFENDANTS.

The Plaintiff, by and through his above-referenced attorney and for his Complaint against the Defendants, avers and alleges as follows:

I. JURISDICTION

1. The Plaintiff is an individual who is residing, and at all times relevant herein has resided, in Homedale, Owyhee County, Idaho.
2. The Defendants, Robert R. and Joan Prigge (hereinafter referred to as "Prigge"), are residing, and at all times relevant herein have resided, in Ada County, Idaho.
3. The Defendant, B & J Development Company, Inc. (hereinafter referred to as "B & J"), is, and at all times relevant herein was, an Idaho corporation in good standing

established pursuant to the laws of the State of Idaho, with its principal place of business located in Ada County, Idaho.

4. The Defendant, Gary Gapp (hereinafter referred to as "Gapp"), is an individual who is residing, and at all times relevant herein, has resided, in Boise, Ada County, Idaho.

Not true
N. Fork, ID

5. The Defendant, Treasure Valley Contractors, Inc. (hereinafter referred to as "Treasure Valley"), was a corporation established pursuant to the laws of the State of Idaho, with its principal place of business in Ada County, Idaho, which corporation was dissolved on or about February 16, 2000.

Nothing to do with Land or debt.

6. The Defendant, U.S. Exterior Specialties, Inc. (hereinafter referred to as "U.S. Exterior"), was a corporation established pursuant to the laws of the State of Idaho, with its principal place of business in Ada County, Idaho, which corporation was administratively dissolved on or about February 17, 2000.

Whiteman's Corp. We have or had no knowledge of it.

7. The Defendants, Larry and Jane Doe Whiteman (hereinafter referred to as "Whiteman"), are residing, and at all times relevant herein have resided, in Ada County, Idaho.

Nothing to do with Land - Whiteman caused problem w/ Cazier. They were his customer.

8. The Defendant, Group 7 Development, Inc. (hereinafter referred to as "Group 7"), was a corporation established pursuant to the laws of the State of Idaho, with its principal place of business in Caldwell, Canyon County, Idaho, which corporation was administratively dissolved on or about June 5, 2002.

Filed w/o our knowledge

9. All parcels of real property that are the subject of this action are located within Ada County, Idaho.

II. ENCUMBRANCE ON THE REAL PROPERTY

10. On or about March 7, 1994, Prigge executed and delivered to the Plaintiff a promissory note, agreeing to pay \$60,800.00 in annual installments of \$12,160.00 at the rate of eight and eight-tenths percent (8.8%) per annum. The maturity date on said note was December 15, 1998. A true and correct copy of the promissory note is attached hereto as Exhibit "A".
11. On or about March 7, 1994, Prigge executed and delivered to the Plaintiff an encumbrance entitled "Deed of Trust", which document secured payment on the promissory note and was recorded at the office of the Ada County Recorder on or about January 11, 1995 as Instrument No. 95001908. The maturity date on said encumbrance was December 15, 1998. A true and correct copy of the "Deed of Trust" is attached hereto and incorporated herein as Exhibit "B".
12. As consideration for the aforementioned promissory note and "Deed of Trust", on or about March 7, 2002, the Plaintiff delivered to Prigge the sum of \$60,800.00 to be repaid as set forth in the promissory note and "Deed of Trust."
13. The Plaintiff furthermore loaned the sum of \$45,000.00 plus an additional sum of \$71,971.35. In addition, Prigge agreed to pay the Plaintiff the sum of \$25,000.00 for

Plaintiff's work performed. A true and accurate copy of the agreement reflecting these sums owed is attached hereto and incorporated herein as Exhibit "C".

III. CAUSE OF ACTION FOR FORECLOSURE AND QUIET TITLE

14. The Plaintiff realleges the allegations set forth in paragraphs 1 to 13 as if set forth in full.
15. The Defendants, Prigge, have failed to comply with the terms and conditions set forth in the promissory note and "Deed of Trust" of March 7, 1994 by failing to pay the annual installments.
16. Pursuant to the maturity date, the entire sum, plus accrued and interest at the rate of eight and eight-tenths percent (8.8%) per annum, is now due and payable.
17. The sum now due to the Plaintiff on the promissory note secured by the "Deed of Trust" is the sum of \$60,800.00 plus interest accruing from the date of December 15, 1994.
18. The Defendants, Prigge, own all or substantially all of the shares of B&J. The aforementioned "Deed of Trust" indicates B&J may have an interest in the aforescribed real property, and therefore B&J has been included in this action.
19. On or about January 18, 1995, Gapp recorded a Deed of Trust, Ada County Records Instrument No. 95003202, against the property described herein as Parcel 1, with Gapp as the beneficiary and Pioneer Title of Ada County as the trustee, which Deed

of Trust secures payment for \$100,000.00 plus interest to Gapp. The Plaintiff's interest is prior and superior to Gapp's interest.

20. On or about April 21, 2000, Cazier recorded a Judgment, Ada County Records Instrument No. 100029952, against the Defendants, Prigge and B&J. The Plaintiff's interest is prior and superior to Cazier's interest.
21. Based information and belief concerning Cazier's Judgment recorded on or about April 21, 2000, the Defendants, Treasure Valley, U.S. Exterior Specialties and Whiteman, may have interests in the property aforescribed.
22. On or about October 6, 2000, the Defendants, Prigge, B&J and Group 7, executed and recorded a "Development and Confidentiality Agreement", Ada County Records Instrument No. 100080367. The Plaintiff's interest is prior and superior to B&J's interest and to Group 7's interest.
23. Based on the foregoing, the Court should enter an order for the judicial sale of the aforescribed real property and quiet title therein to any successful bidder at the said judicial sale, preserving any rights of redemption to any junior interest holders in the subject real property pursuant to the laws of the State of Idaho.
24. The Plaintiff has been compelled to retain the services of an attorney and has become obligated for costs and attorney's fees in pursuing this action. Pursuant to the terms of the promissory note and under Idaho law, the Plaintiff is entitled to recovery of his costs and attorney's fees reasonably incurred in pursuing this action.

IV. CAUSE OF ACTION FOR BREACH OF CONTRACT

25. The Plaintiff realleges the allegations set forth in paragraphs 1 to 24 as if set forth in full.
26. The Defendants, Prigge, have failed to comply with the terms and conditions of the foregoing promissory note and agreement executed by them and therefore are in breach of the written agreement to pay.
27. The Plaintiff has suffered damages as a result of the Prigges' breach in the amount of \$60,800.00 for unpaid principal plus interest accruing from the date of December 15, 1994 at the rate of eight and eight-tenths percent (8.8%) per annum.
28. In addition, the Plaintiff has suffered damages as a result of Prigges' breach of the subsequent agreement set forth in Exhibit "C" in the amount of \$141,971.35 plus interest accruing from the date of September 5, 1996 at the rate of nine and one-quarter percent (9.25%) per annum.
29. The Plaintiff has been compelled to retain the services of an attorney and has become obligated for costs and attorney's fees in pursuing this action. Pursuant to the terms of the promissory note and under Idaho law, the Plaintiff is entitled to recovery of his costs and attorney's fees reasonably incurred in pursuing this action.

V. CAUSE OF ACTION FOR UNJUST ENRICHMENT

30. The Plaintiff realleges the allegations set forth in paragraphs 1 to 29 as if set forth in full.

31. On or about March 7, 1994, the Defendants, Prigge, accepted from the Plaintiff the sum of \$60,800.00. Between such date and September 5, 1996, Prigge accepted from the Plaintiff various sums totaling \$141,791.35.
32. The Defendants, Prigge, have used such sums to their benefit.
33. The Defendants, Prigge, have failed to repay to the Plaintiff the sums they accepted from the Plaintiff.
34. The Plaintiff has suffered damages as a result of the Prigges' unjust enrichment.
35. The Plaintiff has been compelled to retain the services of an attorney and has become obligated for costs and attorney's fees in pursuing this action. Pursuant to Idaho Code §§ 12-120 and -121, the Plaintiff is entitled to recovery of his costs and attorney's fees reasonably incurred in pursuing this action.

VI. CAUSE OF ACTION FOR EQUITABLE LIEN

36. The Plaintiff realleges the allegations set forth in paragraphs 1 to 35 as if set forth in full.
37. The Plaintiff provided various sums amounting to \$202,771.35 to the Defendants, Prigge, for the improvement of the real property described herein.
38. The Defendants, Prigge, have failed and refused to pay the sums due to the Plaintiff.
39. The aforescribed real property benefitted from the Plaintiff's loans of \$202,771.35 and therefore is the property to which an equitable lien should attach.

40. It would be unconscionable for the Defendants, Prigge, to retain the aforescribed real property, because Prigge would be unjustly enriched and the Plaintiff would suffer a severe detriment.
41. The Plaintiff has suffered damages as a result of the Prigges' breach in the amount of \$202,771.35 for unpaid principal plus accrued and accruing interest.
42. The Plaintiff has been compelled to retain the services of an attorney and has become obligated for costs and attorney's fees in pursuing this action. Pursuant to the terms of the promissory note and under Idaho Code §§ 12-120 and 12-120, the Plaintiff is entitled to recovery of his costs and attorney's fees reasonably incurred in pursuing this action.

VII. CAUSE OF ACTION FOR CONSTRUCTIVE TRUST

43. The Plaintiff realleges the allegations set forth in paragraphs 1 to 42 as if set forth in full.
44. The Plaintiff provided to the Defendants, Prigge, the sum total of \$202,771.35 for the improvement of the real property described herein. Under the circumstances of the transaction set forth herein, it would be inequitable for Prigge to retain the benefit of the real property and the Plaintiff's funds without repayment thereof.
45. The Defendants, Prigge, in whom title to the aforescribed real property is vested, would be unjustly enriched if permitted to retain title to the property and benefit to the funds delivered.

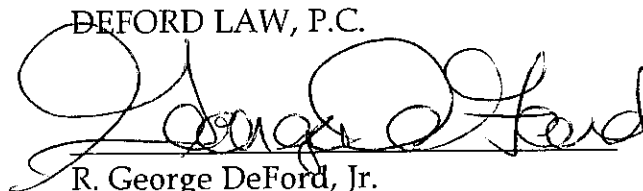
46. The Plaintiff has suffered damages as a result of the Prigges' breach in the amount of \$202,771.35 for unpaid principal plus accrued and accruing interest.
47. The Plaintiff has been compelled to retain the services of an attorney and has become obligated for costs and attorney's fees in pursuing this action. Pursuant to the terms of the promissory note and under Idaho Code §§ 12-120 and 12-120, the Plaintiff is entitled to recovery of his costs and attorney's fees reasonably incurred in pursuing this action.

WHEREFORE, based on the foregoing, the Plaintiff prays for judgment against the Defendants as follows:

1. For judgment against the Defendants, Prigge, in the principal sum of \$60,800.00, together with interest accruing from the date of December 15, 1994 at the rate of eight and eight-tenths percent (8.8%) per annum until the date of judgment, and thereafter at the maximum legal rate permitted under the laws of the State of Idaho.
2. For judgment against the Defendants, Prigge in the principal sum of \$141,971.35, together with interest accruing from the date of September 5, 1996 at the rate of nine and one-quarter percent (9.25%) per annum until the date of judgment, and thereafter at the maximum legal rate permitted under the laws of the State of Idaho.
3. For entry of an order declaring the Plaintiff is entitled to an equitable lien in and to the real property described herein.

4. For entry of an order declaring the Plaintiff has priority over all Defendants named herein.
5. For entry of an order declaring the Plaintiff is the beneficiary of a constructive trust and ordering sale of the trust property.
6. For entry of an order requiring sale of the aforescribed real property to satisfy payment on any judgment entered herein.
7. For judgment quieting title in the aforescribed real property in any and all successful bidders at the judicial sale thereof, subject to any rights of redemption permitted under the laws of the State of Idaho.
8. For an award of costs and attorney's reasonably incurred in the prosecution of this action and sale of the real property.
9. For such other and further relief as the Court may deem just and equitable in the premises.

DATED THIS 13 day of December, 2002.

DEFORD LAW, P.C.

R. George DeFord, Jr.
Attorney for the Plaintiff

STATE OF IDAHO)

:SS

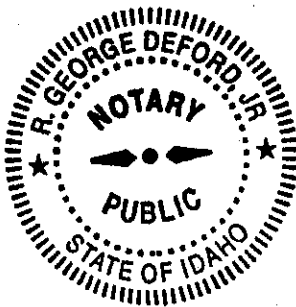
County of Canyon)

FLOYD WOOD, being first duly sworn, deposes and states as follows:

That he is the Plaintiff in the above-entitled action, that he has read the foregoing Complaint, knows the contents thereof and believes the same to be true and correct.

Floyd D. Wood
FLOYD WOOD

SUBSCRIBED AND SWORN to before me this 13 ^{December} day of ~~November~~, 2002.



R. George Deford, Jr.
NOTARY PUBLIC FOR IDAHO
Residing at: Boise, ID
My commission expires: 3/7/2008



PROMISSORY NOTE

SECURED BY DEED OF TRUST

\$ 60,800⁰⁰ BOISE, IDAHO, March 7, 1994

We'll promise to pay to the order of Floyd Wood

_____ at Homedale, Idaho,

\$60,800 (Sixty-thousand eight-hundred and ⁰⁰/₁₀₀ — DOLLARS,

payable in lawful money of the United States of America, with interest thereon in like money, from and after

March 7, 1994 until paid, at the rate of 8.8% per cent per annum.

Principal and interest to be paid as follows:

Principal payments of \$12,160.00 (Twelve-thousand one-hundred sixty and ⁰⁰/₁₀₀ dollars) plus accrued interest beginning December 15, 1994 and continuing annually thereafter until paid in full. Prepayment of principal and accrued interest is acceptable.

Each payment shall be credited first on interest then due and the remainder on principal; and interest shall thereupon cease upon the principal so credited. Should default be made in payment of any installment when due the whole sum of principal and interest shall become immediately due at the option of the holder of this note. Principal and interest payable in lawful money of the United States. If action be instituted on this note, We'll, the undersigned, promise to pay such sum as the Court may fix as attorney's fees. The maker and endorser hereon jointly and severally waive presentment for payment, demand, protest and notice of protest of non-payment of this note. This note is secured by a DEED OF TRUST OF EVEN DATE.

DUE: December 15, 1998

Jean Puyje

Robert R. Puyje

95001308
Floyd Wood

DEED OF TRUST

THIS DEED OF TRUST, Made this 7th day of March in the year of 1994

BETWEEN

Robert R. and Joan Prigge dba B & J Development Company

herein called GRANTOR

whose address is: 10521 Lake Hazel Rd. Boise. Idaho 83709

and

Floyd Wood

herein called BENEFICIARY

whose address is: P.O. Box 1107, Homedale, Idaho 83628

Beneficiary

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO ~~TRUSTEE IN TRUST, WITH POWER OF SALE~~; that real property in the County of Ada, State of Idaho, described as follows, located within Ada County at the date hereof, containing Approx. 196 acres as described below by two separate parcels:

1) LOTS 1 TO 3 INC, SE4NW4, SEC 4 1N 3E

2) LOT 4. SEC 4, 1N 3E

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits, for the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of

SIXTY-THOUSAND EIGHT-HUNDRED AND 00/100 DOLLARS (\$60,800.00)

final payment due December 15, 1998 and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further that it is the express intention of the parties of this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

Joan Prigge

Robert R. Prigge

NOTARY ATTACHED

EXHIBIT
B

STATE OF Idaho , County of Ada .SS.

On this 8th day of March in the year
of 1999 , before me, the undersigned, a Notary Public
in and for said State personally appeared

Joan Prigge and Robert R. Prigge

known or identified to me to be the person(s) whose name(s) subscribed
to the within instrument, and acknowledge to me that

they executed the same.

Signature:

Karen K Kreps

Name:

KAREN K KREPS

Residing at:

Eagle Idaho

My commission expires:

10-23-99

① All of this

PFM-02 NEW MASTER UPDATE
Parcel S1904110000 Code Area 52 Type Qty
Name BAGLEY ALMA P ET AL 180 148.94

5/20/91 16:27:46

Value
22300

Buyer 1777 S. Curtis Rd 376-0121
C/O
Address 6922 MCMULLEN

Bank Code
Lien Code
Trust
L.I.D.
Bankrupt
Sub.Code

BOISE

ID
83709 - 1956

Last Change : 88/02/17 By : ASR_CHILDE

Total 22300

Legal LOTS 1 TO 3 INC SE4NW4
SEC 4 1N 3E

Circuit Breaker
Hardship

01N03E040000

1N 3E 04

Property
Address 00000

Zoning ~~AP-1~~ ^{RP} ACTIVE D.D.
Type 1 REAL Roll 1 PRIMARY Occ. 0

CF3-Exit CF2-SELECT CF5-Corrected Notice CF6-Letters Data from Master

② Lot 4 only

PFM-02 NEW MASTER UPDATE
Parcel S1904130000 Code Area 52 Type Qty
Name KARAGIANES MANUEL T & BETTY B 050 275.28
Buyer 190 3.00

5/20/91 16:28:00

Value
7121

Buyer
C/O
Address 519 HOLLY

Bank Code
Lien Code
Trust
L.I.D.
Bankrupt
Sub.Code

RICHLAND

WA
99352 - 0000

Last Change : By :

Total 7121

Legal S2NE4 LOT 4 SW4NW4
N2SW4 SW4SW4
SEC 4 1N 3E

Circuit Breaker
Hardship

01N03E040000

1N 3E 04

Property
Address 00000

Zoning AP-1 ACTIVE D.D.
Type 1 REAL Roll 1 PRIMARY Occ. 0

CF3-Exit CF2-SELECT CF5-Corrected Notice CF6-Letters Data from Master

(206) 361-3913
(509) 325-1679

IN 3E

AGREEMENT REGARDING INTEREST IN REAL PROPERTY

1 It is hereby agreed to between Robert and Joan Prigge, husband and wife, (hereinafter "Debtor"), and Floyd Wood, a single man, (hereinafter "Creditor") in exchange for good and valuable consideration, as further recited herein, as follows:

2 WHEREAS Creditor has loaned Debtor \$60,800 on a promissory note bearing 8.8% interest per annum a copy of which is attached hereto as Exhibit "A";

3 AND WHEREAS Debtor has loaned Creditor unsecured additional sums used as payment on real property obligations in December of 1994 and 1995 in the amount of \$71,971.35;

4 AND WHEREAS Debtor has agreed to pay Creditor the additional sum of \$25,000 as compensation for his assistance in allowing Debtor to retain certain real estate interests, for bearer retainment for monies due, and take other actions in Debtor's own interest;

5 AND WHEREAS where Debtor has now received the sum of an additional \$45,000 from Creditor on a promissory note from Debtor bearing interest at the rate of 9 1/4% per annum, a copy of which is attached hereto as Exhibit "B";

6 AND WHEREAS Creditor has taken title to a 1953 Buick Skylark as security to assure the payoff of the most recent \$45,000 note;

NOW, THEREFORE, THE PARTIES FURTHER AGREE this 5th day of September, 1996 that:

1. Debtor shall execute a deed, and record the same, identifying the Creditor as co-owner of an individual interest in a certain piece of real property in rural Ada County, Idaho more particularly described by the legal description attached hereto as Exhibit "C", and warrant, covenant, and agree that said deed shall be recorded and the undivided interest of the Creditor in said real property shall be maintained without alienation, lien, or encumbrance, except as approved in

advance in writing by Creditor until all sums due and owing to Creditor from Debtor on all transactions, totaling approximately \$146,133.85 as of this date, are repaid in full. A copy of said deed is attached hereto as Exhibit "D".

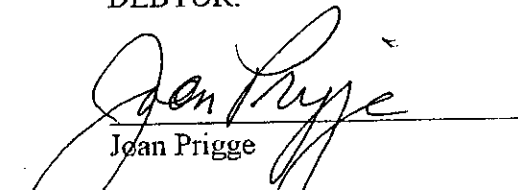
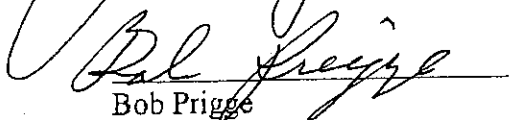
2. A second deed, a copy of which is attached hereto as Exhibit "E", shall be executed contemporaneously by the parties and placed in escrow to be recorded only upon the final and full satisfaction of the obligations owed by Debtor to Creditor. This deed will eliminate the name of the Creditor as a title holder in the real property and shall be released and recorded to extinguish the undivided interest in the real estate of the Debtor upon the satisfaction of payment of the debts owed as recited above.

3. Debtor or Creditor shall also have the right to sell the Buick Automobile, and in the case of a sale by Debtor, Creditor shall co-operate therein, with the first \$45,000 of proceeds therefrom, more or less to be used to return the full principal and interest due and owing thereon at that time on the note, Exhibit "B" thereto.

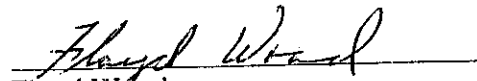
This agreement shall be interpreted under the laws of the State of Idaho. Any instance or dispute arising hereunder, the attorneys fees and costs of the prevailing party shall be paid by the losing party.

DATED This 5th day of September, 1996.

DEBTOR:


Jean Prigge

Bob Prigge

CREDITOR:


Floyd Wood

***B&J* DEVELOPMENT CO.**

1516 Vineyards Ave., Meridian, Idaho 83642 Phone #208-888-1904 Fax #208-884-0073

ADDENDUM TO EXHIBIT "F"

RE: AGREEMENT REGARDING INTEREST IN REAL PROPERTY

CHANGES:

Paragraph 2 and 3

AND WHEREAS Creditor has loaned Debtor \$60,800 on a promissory note bearing 8.8% interest per annum a copy of which is attached hereto as Exhibit "A".

AND WHEREAS Debtor has loaned Creditor unsecured additional sums used as payment on real property obligations in December of 1994 and 1995 with these additional amounts totaling the original \$60,800 amount including additional interest to the total amount of \$71,971.35.

Paragraph 5:

AND WHEREAS where Debtor has now received the sum of an additional 45,000 from Creditor on a promissory note from Debtor bearing interest at the rate of 9 1/4% per annum, a copy of which is attached hereto as Exhibit "B", which is to be repaid to Creditor no later than September 4, 1997, as agreed.

AND WHEREAS Creditor has taken title to a 1953 Buick Skylark as security to assure the payoff of the most recent \$45,000 note;

Additional item:

4. Debtor will pay then next payment on the \$60,800 note on the due date of December 15, 1996, including principal and interest. If this payment must be made by Creditor, Debtor agrees to release any and all interest in the 1953 Buick Skylark.



PIONEER TITLE COMPANY
OF ADA COUNTY

821 West State Street / Boise, Idaho 83702
(208) 336-6700

888 North Cole Road / Boise, Idaho 83704
(208) 377-2700

SPACE ABOVE FOR RECORDING DATA

WARRANTY DEED

(INDIVIDUAL)

FOR VALUE RECEIVED

ROBERT PRIGGE AND JOAN PRIGGE

GRANTOR(s) does (do) hereby GRANT, BARGAIN, SELL and CONVEY unto

ROBERT PRIGGE, JOAN PRIGGE AND FLOYD WOOD

GRANTEE(S), whose current address is: ROBERT AND JOAN PRIGGE
the following described real property in 1516 Vineyards, Meridian, ID 83642
more particularly described as follows, to-wit:

County, State of Idaho,

FLOYD WOOD
- P.O. Box 1107
- Homedale ID 83628

Lot 1,2,3,4, and the Southeast Quarter of the Northwest
Quarter of Section 4, Township 1 North, Range 3 East of
the Boise Meridian

Except that portion deeded to the State of Idaho by Deed
recorded in Book 185 of Deeds at page 453, and

Also Except that portion deeded to the State of Idaho by
Deed recorded under Recorder's Fee No. 513756, records of
Ada County, Idaho

Pursuant to the terms stated in the contract attached as Exhibit "F"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said, Grantee(s), and Grantees(s) heirs and assigns
forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee
simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made
subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of
way and agreements, (if any) of record, and general taxes and assessments, includes irrigation and utility assessments, (if any) for the
current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims
whatsoever.

Dated:

Robert R. Prigge *Floyd Wood*
Joan Prigge

STATE OF Idaho, County of Ada, ss.On this 6th day of September, in the year of 1996, before meValerie M. Tidwell a Notary Public, personally appeared Robert R. Prigge, JoanPrigge and Floyd Wood

known or identified to me to be the person(s) whose name(s) _____ subscribed to the within

instrument, and acknowledged to me that he executed the same.

Notary Public: Valerie M. Tidwell
Residing at: Boise Idaho
My Commission Expires: 1-22-06



PIONEER TITLE COMPANY
OF ADA COUNTY

821 West State Street / Boise, Idaho 83702
(208) 336-6700

888 North Cole Road / Boise, Idaho 83704
(208) 377-2700

SPACE ABOVE FOR RECORDING DATA

WARRANTY DEED

(INDIVIDUAL)

FOR VALUE RECEIVED

ROBERT PRIGGE, JOAN PRIGGE AND FLOYD WOOD

GRANTOR(s) does (do) hereby GRANT, BARGAIN, SELL and CONVEY unto

ROBERT PRIGGE AND JOAN PRIGGE

GRANTEE(S), whose current address is:

the following described real property in ROBERT AND JOAN PRIGGE

County, State of Idaho,

more particularly described as follows, to wit: 1516 Vineyards, Meridian, ID 83642

FLOYD WOOD

P.O. Box 1107
Homedale, ID 83628

Lot 1,2,3,4, and the Southeast Quarter of the Northwest Quarter of Section 4, Township 1 North, Range 3 East of the Boise Meridian,

Except that portion deeded to the State of Idaho by Deed recorded in Book 185 of Deeds at page 453, and

Also except that portion deeded to the state of Idaho by Deed recorded under Recorder's Fee. No. 513756, records of Ada County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, includes irrigation and utility assessments, (if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated:

Robert Prigge *Joan Prigge* *Floyd Wood*

Joan Prigge

STATE OF Idaho, County of Ada, ss.

On this 10th day of September, in the year of 1996, before me

Robert Prigge *Joan Prigge* *Floyd Wood* as Notary Public, personally appeared Robert Prigge

Joan Prigge and Floyd Wood

known or identified to me to be the person(s) whose name(s) subscribed to the within

instrument, and acknowledged to me that the 10 executed the same.

Notary Public: Valerie M. Adwell

Residing at: Boise Idaho

My Commission Expires: 1-22-06