

1-31-2011

Idaho Dev't v. Teton View Golf Estates Augmentation Record Dckt. 37771

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In the Supreme Court of the State of Idaho

IDAHO DEVELOPMENT, LLC, a Utah
limited liability company,

Plaintiff-Appellant,

v.

TETON VIEW GOLF ESTATES, LLC, a
Utah limited liability company; AMERITITLE
COMPANY; ZBS, LLC., an Idaho limited
liability company; DEPATCO, INC., an Idaho
corporation; SCHIESS & ASSOCIATES,
P.C., an Idaho professional corporation,

Defendants-Respondents,

and

ROTHCHILD PROPERTIES, LLC, a Utah
limited liability company; WESTERN
EQUITY, LLC, a Utah limited liability
company; HD SUPPLY WATERWORKS,
LTD; DOES 1-3, and ALL PERSONS IN
POSSESSION OF REAL PROPERTY
DESCRIBED HEREIN,

Defendants.

ORDER GRANTING APPELLANT'S
MOTION TO AUGMENT

Supreme Court Docket No. 37771-2010
Bonneville County District Court No.
2008-4395

Ref. No. 11-41

LAW CLERK

A MOTION TO AUGMENT with attachment was filed by counsel for Appellant on January 7, 2011, requesting this Court for an Order augmenting the Clerk's Record on Appeal with the document attached to this Motion for the reason it was part of the Record on file in Bonneville County Case No. CV-2008-4395 and the district court had this document in reaching its decisions. Thereafter, an OPPOSITION TO APPELLANT'S MOTION TO AUGMENT was filed by counsel for Respondents on January 18, 2011. Subsequently, a RESPONSE TO RESPONDENTS' OPPOSITION TO APPELLANT'S MOTION TO AUGMENT was filed by counsel for Appellant on January 20, 2011. Therefore, good cause appearing.

ORDER GRANTING APPELLANT'S MOTION TO AUGMENT - Docket No. 37771-2010

IT HEREBY IS ORDERED that APPELLANT'S MOTION TO AUGMENT be, and hereby is, GRANTED and the augmentation record in this appeal shall include the document listed below, a copy of which accompanied this Motion:

- 1. Affidavit of Richard Hajek, file stamped April 20, 2010.

DATED this 31 day of January 2011.

By Order of the Supreme Court

Stephen W. Kenyon
Stephen W. Kenyon, Clerk

cc: Counsel of Record

AUGMENTATION RECORD

ORDER GRANTING APPELLANT'S MOTION TO AUGMENT - Docket No. 37771-2010

In the Supreme Court of the State of Idaho

IDAHO DEVELOPMENT, LLC, a Utah)
 limited liability company,)

Plaintiff-Appellant,)

v.)

TETON VIEW GOLF ESTATES, LLC, a)
 Utah limited liability company; AMERITITLE)
 COMPANY; ZBS, LLC., an Idaho limited)
 liability company; DEPATCO, INC., an Idaho)
 corporation; SCHIESS & ASSOCIATES,)
 P.C., an Idaho professional corporation,)

Defendants-Respondents,)

and)

ROTHCHILD PROPERTIES, LLC, a Utah)
 limited liability company; WESTERN)
 EQUITY, LLC, a Utah limited liability)
 company; HD SUPPLY WATERWORKS,)
 LTD; DOES 1-3, and ALL PERSONS IN)
 POSSESSION OF REAL PROPERTY)
 DESCRIBED HEREIN,)

Defendants.)

ORDER GRANTING APPELLANT'S)
 MOTION TO AUGMENT)

Supreme Court Docket No. 37771-2010)
 Bonneville County District Court No.)
 2008-4395)

Ref. No. 11-41)

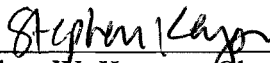
A MOTION TO AUGMENT with attachment was filed by counsel for Appellant on January 7, 2011, requesting this Court for an Order augmenting the Clerk's Record on Appeal with the document attached to this Motion for the reason it was part of the Record on file in Bonneville County Case No. CV-2008-4395 and the district court had this document in reaching its decisions. Thereafter, an OPPOSITION TO APPELLANT'S MOTION TO AUGMENT was filed by counsel for Respondents on January 18, 2011. Subsequently, a RESPONSE TO RESPONDENTS' OPPOSITION TO APPELLANT'S MOTION TO AUGMENT was filed by counsel for Appellant on January 20, 2011. Therefore, good cause appearing,

IT HEREBY IS ORDERED that APPELLANT'S MOTION TO AUGMENT be, and hereby is, GRANTED and the augmentation record in this appeal shall include the document listed below, a copy of which accompanied this Motion:

1. Affidavit of Richard Hajek, file stamped April 20, 2010.

DATED this 31 day of January 2011.

By Order of the Supreme Court



Stephen W. Kenyon, Clerk

cc: Counsel of Record

BONNEVILLE COUNTY
IDAHO

10 APR 20 PM 5:03

Alan R. Harrison
ALAN R. HARRISON LAW, PLLC
497 N. Capital Ave, Suite 210
Idaho Falls, Idaho 83402
Telephone: (208) 552-1165
Fax: (208) 552-1176
(ISB#: 6589)

Attorney for Plaintiff

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

IDAHO DEVELOPMENT, LLC, a)
Utah limited liability company,)

Plaintiff,)

vs.)

TETON VIEW GOLF ESTATES, LLC,)
a Utah limited liability company;)
ROTHCHILD PROPERTIES, LLC, a)
Utah limited liability company;)
WESTERN EQUITY, LLC, a Utah)
limited liability company;)
AMERITITLE COMPANY; ZBS,)
LLC, an Idaho limited liability)
company; DEPATCO, INC., an Idaho)
Corporation; SCHIESS &)
ASSOCIATES, P.C., an Idaho)
Professional Service Corporation; HD)
SUPPLY WATERWORKS, LTD.;)
DOES 1-3, and ALL PERSONS IN)
POSSESSION OF REAL PROPERTY)
DESCRIBED HEREIN,)

Defendants.)

Case No. CV-08-4395

AFFIDAVIT OF RICHARD HAJEK

STATE OF IDAHO)
) ss.
 County of Bonneville)

I, Richard Hajek, being first duly sworn, recognizing the penalty of perjury for false statement, states:

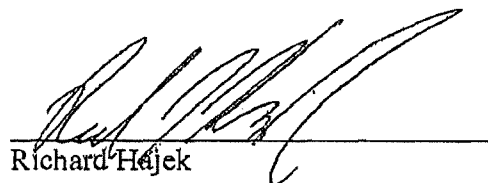
1) I am the manager of Ameri-Title. I am over eighteen years of age and am competent to testify in this matter. I make the following statements from personal knowledge. If called as a witness in open court, I would testify in accordance with the statements set out.

2) I have oversight of the records which are kept in the Ameri-Title office. I certify the documents attached to this affidavit as Exhibit 1 are records from the Ameri-Title file #10-44357 which is kept in the course of the regularly conducted activity and (iii) was made by the regularly conducted activity as a regular practice.

3) When the property listed in the enclosed documents was going to close, title discovered there was a recorded Deed of Trust, Instrument #1291905, with Teton View as a Grantor and Idaho Development, LLC as the Beneficiary. This was recorded prior to title transferring from ZBS, LLC to Teton View.

4) Idaho Development recorded an amended deed of trust reducing the amount of its first deed of trust to \$850,000.00. Ameri-Title recorded this as Instrument Number 1292697. This was recorded prior to ZBS's deed of trust which was recorded as Instrument # 1292699. This was done in accordance with our understanding of the agreement of the parties as reflected by the notes in the file.

Dated this 20th day of April, 2010.


 Richard Hajek

Subscribed and sworn to before me on this 20 day of April, 2010.

MELISSA RHODEHOUSE
 NOTARY PUBLIC
 STATE OF IDAHO



 Notary Public for Idaho
 Residing at: _____
 My Commission Expires: Notary Public for the State of Idaho
 Residing in Idaho Falls
 Commission Expires 9/22/2011

EXHIBIT 1



1650 Elk Creek Drive
Idaho Falls, ID 83404

Bus (208) 524-6600
Fax (208) 524-6072

ESCROW INSTRUCTIONS

TO: AMERITITLE

ESCROW # IF10-44357

Seller: ZBS, LLC
Buyer: Teton View Golf Estates, LLC

Legal Description:

Beginning at a point that is S 0°27'09" E 25.00 feet along the section line from the Northeast corner of Section 31, Township 3 North, Range 38, East of the Boise Meridian, Bonneville County, Idaho, and running thence S 0°27'09" E 913.64 feet along the Section line; thence S 89°32'51" W 1641.08 feet; thence S 39°14'56" E 502.03 feet to the 1/16th line of Section 31; thence S 89°00'06" W 104.71 feet to the centerline of the Idaho Canal; thence along the centerline of the Idaho Canal the following four courses: (1) N 36°27'12" W 633.43 feet; (2) N 15°03'08" W 239.69 feet; (3) N 1°10'58" E 246.69 feet; (4) N 2°53'42" E 297.79 feet to a point on the South Right-of-Way line of Tower Road; thence N. 89°00'00" E 1839.63 feet along said road Right-of-Way to the point of beginning.

ALSO:

Beginning at a point that is S 00°16'08" E along the section line 1066.05 feet from the Northeast corner of Section 31, Township 3 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho; running thence S 89°43'52" W 374.11 feet; thence N 00°49'18" W 127.48 feet; thence N 89°43'52" E 160.34 feet; thence S 00°16'08" E 100.00 feet; thence N 89°43'52" E 182.00 feet; thence N 00°16'08" W 100.00 feet; thence N 89°43'52" E 33.00 feet to the East line of said Section 31; thence S 00°16'08" E along the East line 127.47 feet to the point of beginning.

Seller hereby deposits, or shall cause to be deposited, the following with escrow under these instructions:

Deed from Seller to Buyer (to be recorded);
Estimated Closing Statement or HUD Settlement Statement *which has been approved and is incorporated into and made a part of these instructions;*

Seller authorizes delivery, release, and recording of documents when AmeriTitle holds for the account of the seller the sum as shown on the signed estimated closing statement and further authorizes credits, deductions, and adjustments as set forth on the signed estimated closing statement. Certain items shown on the closing statement are estimates only and the final figures may be adjusted to accommodate exact amounts required at the time of disbursement.

Buyer hereby deposits, or shall cause to be deposited, the following with escrow under these instructions:

Estimated Closing Statement or HUD Settlement Statement *which has been approved and is incorporated into and made a part of these instructions;*
Evidence of Hazard Insurance;
Collected funds as required to close;
Copy of Deed to be signed by seller and read and approved by buyer;

Buyer authorizes delivery, release and recording of documents when AmeriTitle is prepared to issue an Owner's Title insurance policy (ALTA 2006) in standard form in the amount of the sales price insuring the Grantee on the deed deposited by Seller on the property described in preliminary title report 10-44357, report # 1, subject to the general exceptions and exceptions # 1-4,6-8 and recorded documents as shown above. Title to the subject property shall be conveyed into the names of Teton View Golf Estates, LLC, an Idaho Limited Liability Company.

If Buyer is obtaining a new loan, AmeriTitle is authorized to record any documents and issue any ALTA Lender's policy required by or on behalf of Lender. Buyer further authorizes credits, deductions and adjustments as set forth on the attached signed estimated closing statement or estimated HUD. Certain items shown on the closing statement/HUD are estimates only and the final figures may be adjusted to accommodate exact amounts required at the time of disbursement.

Seller and Buyer jointly provide the following authorizations/instructions to AmeriTitle:

Prorate: AmeriTitle is to pro-rate as of Close of Escrow the following and charge or credit to my account accordingly:

No prorations

Assume a 365-day year in any prorate herein provided, unless the parties otherwise instruct AmeriTitle. AmeriTitle is to use the information contained in the last available tax statement (and any estimated increases), rental statement as provided by the seller, beneficiary's statement, and fire insurance policies delivered into escrow for the prorates provided above.

Closing: The expression "Close or Close of Escrow" for purposes of this agreement, means the date in which documents referred to herein are filed for record or in the case where there are no filings, when documents have been executed by all parties and funds exchanged. We understand that recording and disbursement may be subject to final review and the approval of the loan package by the lender. Under the lender's instruction and at AmeriTitle's discretion, AmeriTitle may record the documents in this transaction prior to the receipt of loan funds from the lender. **These instructions are final and cannot be changed by buyer or seller once AmeriTitle holds all necessary executed documents and all collected funds.**

Hazard Insurance: In all acts in this escrow relating to hazard insurance, including adjustments, if any, AmeriTitle shall be fully protected in assuming that each policy is in force and that the necessary premium therefore has been paid. The parties are to secure coverage outside of this escrow to protect their interest(s) as they may appear.

Copies: AmeriTitle is authorized to furnish to any attorney, tax advisor, broker, or lender identified with this transaction, or anyone acting on behalf of such attorney, tax advisor, broker, or lender, any information concerning this escrow, copies of all instructions, amendments and statements upon request.

Counterpart & Facsimile: These instructions may be signed in counterparts, with like effect as if all signatures appeared on a single copy. Consent, acceptance or approval required or remitted by any party hereunder may be given by facsimile transmission and AmeriTitle may complete all necessary actions without receipt of original signed instructions.

Receipt & Disbursement of funds: AmeriTitle may at their discretion, receive and/or disburse any funds in connection with this agreement by electronic wire transfer. If required by any of the parties to utilize this method of transfer, the requesting party agrees to pay any reasonable fee as assessed by AmeriTitle for this service.

Refunds: Any funds remaining on deposit after closing or refunds received by AmeriTitle will be refunded to the party whose account was charged. No further instructions will be required by AmeriTitle from Seller or Buyer prior to the disbursement of any such refund.

Payoffs & Releases: Seller and Buyer authorize and instruct AmeriTitle upon closing to pay all liens being released or discharged through this escrow in accordance with the payoff statements or instructions received by AmeriTitle from the lien holders.

Seller and Buyer acknowledge the following:

AmeriTitle has no liability or responsibility with respect to the following matters: (Unless expressly authorized by separate written instruction and acknowledged by AmeriTitle)

- Compliance with the requirements of the Consumer Credit Protection Act or Interstate Land Sales Act, or similar laws.
- Compliance with State or Federal law relating to construction liens, homeowners protection act or lead based paint, seller disclosures, subdivision acts and/or zoning ordinances.
- Compliance with the collection, withholding, reporting or payment of any amounts due under Section 1445 and 6039C of the Internal Revenue Code or other related statute or regulation of the Foreign Investment in Real Property Tax Act, commonly referred to as FIRPTA. Notwithstanding the fact AmeriTitle assumes no liability or responsibility to the seller and/or buyer for compliance with FIRPTA, AmeriTitle reserves the right to take any action required by such law and/or regulation without further instructions of the seller or buyer.
- Filing and/or searching for any filed Financing Statements (UCC-1) and/or their release.
- Utilities such as but not limited to water, sewer, waste collection, electricity, fuel inventory will be handled by the parties outside of this escrow.
- Additional taxes levied and any prorating adjustments under Idaho Code Sections 63-403 & 63-2203.

Seller and/or Buyer agree to the following:

Continuing Authorization to Close: Seller and Buyer declare that these instructions are a continuing authorization to close when all of the documents and funds for closing are deposited, unless Seller or Buyer deposits a written notice to cancel or suspend the authorization to close before this transaction is considered final. Seller and Buyer declare that time is of essence for these instructions. **These instructions are final and cannot be changed by buyer or seller once AmeriTitle holds all necessary executed documents and all collected funds.**

Contingencies of Earnest Money Agreement: All terms and provisions of the Earnest Money Agreement and any amendments or addendums thereto have been complied to with the complete satisfaction of the parties or will be complied with outside of escrow. These closing escrow instructions are not intended to amend, modify or supersede the terms and conditions set forth in the Real Estate Purchase and Sale Agreement and Addendums thereto, if any. Escrow is to be concerned only with the provisions specifically set forth in these instructions and identified by the Buyer and Seller as conditions to the closing of this escrow.

Termination of Escrow: AmeriTitle's liability hereunder is limited to its obligations specifically set forth herein. AmeriTitle may terminate this escrow at any time, without notice, or liability. Documents and monies shall be returned to the parties depositing them. AmeriTitle shall be entitled to reimbursement for any and all costs expended and shall be further entitled to an escrow cancellation fee not to exceed one half of the normal fee. Buyer and seller agree to be jointly and severally liable for the escrow cancellation fee. Any earnest money deposited with AmeriTitle shall be refunded only upon written instructions from parties, EXCEPT in the event the earnest money has been deposited by the Broker, AmeriTitle is hereby authorized to refund same to the broker's account for his disposition to the parties. In the event AmeriTitle has incurred expenses in connection herewith, AmeriTitle shall be entitled to retain expense from the earnest money and forward the balance to the broker.

Conflicting Instructions: In the event any dispute arises between the parties hereto or with any third person concerning the property, documents, or funds covered by these instructions, AmeriTitle may at its election

- (a) hold all matters in their existing status pending resolution of such dispute to AmeriTitle's satisfaction, or
- (b) join or commence a court action and in such action deposit the funds and documents referred to herein with the court where such action is pending, and ask the court to determine the rights of purchaser and seller in and to such property, documents and funds, or

- (c) resolve by arbitration in accordance with the rules of the American Arbitration Association and any judgment rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

In the event of such dispute and AmeriTitle's election of an alternative described above, AmeriTitle shall have no further duties or obligations under this agreement other than either to hold such funds and documents until Purchaser and Seller have resolved their dispute or to deposit such funds and documents into court. Seller and Buyer shall be responsible for costs associated with any of the above actions taken.

Attorney Fees: It is further agreed that in the event of any suit or claim made against AmeriTitle by either or both parties to this agreement, that said parties shall be required to pay AmeriTitle all expenses, costs and reasonable attorney's fees in connection therewith, whether suit is instituted by AmeriTitle or any of the parties hereto.

Acknowledgements and representations of Seller and Buyer:

Legal Advice: AmeriTitle is not licensed to practice law and AmeriTitle's duties and obligations under this agreement are limited to those of an escrow holder. Seller and Buyer have not been referred by AmeriTitle to any named attorney or attorneys or discouraged from seeking advice of an attorney but have been advised to seek legal counsel of my own choosing at my own expense for any question we may have. Any and all documents, which AmeriTitle has prepared for use in this transaction, have been prepared at the parties' direction and have been reviewed and are hereby approved as to content, form and terms.

Deposits: Seller and Buyer understand that all checks, money orders or drafts will be processed for collection in the normal course of business. Parties further understand that all checks, money orders or drafts required to close must be payable to AmeriTitle and must be *collected funds*, as required by federal and state statutes and regulations prior to your disbursement of any funds. AmeriTitle may commingle funds received with escrow funds of others, and may, without limitation, deposit such funds in its escrow account with any bank authorized to do business in the state. It is understood that AmeriTitle, except by virtue of separate signed instructions there shall be no obligation to invest the funds on deposit on behalf of any depositor, nor shall AmeriTitle be accountable for any earnings or incidental benefit attributable to the funds which may be received by AmeriTitle while AmeriTitle hold such funds.

HUD Review: Pursuant to regulations adopted under the real estate settlement procedures act, I (we) have a right to review the HUD-1 settlement statement one day prior to closing and do hereby waive such right and instruct the settlement agent herein to proceed in accordance with alternative sections of such regulations. Buyer and Sellers understand not all transactions require a HUD settlement statement.

Privacy Policy: In response to the Gramm-Leach-Bliley Act, the appropriate parties have been provided with a copy of AmeriTitle's Privacy Policy.

Review: The seller and buyer acknowledge that they have been given adequate time and opportunity to read and understand these escrow instructions and all other documents referred to in the transaction. The seller and buyer have read and approved the preliminary title report, estimated closing statement, escrow instructions and any addendums. Seller represents to AmeriTitle there are no existing liens, assessments, taxes, deferred taxes, unpaid water or sewer bill, or any other obligations which are the responsibility of the seller and which are not shown on the above documents. The seller understands and agrees that any obligation known to them and not disclosed herein, remains the responsibility of the seller subsequent to the closing of this transaction.

Undisclosed items: The undersigned understands and agrees that any obligation known to them and not disclosed herein remains the responsibility of the undersigned subsequent to the closing of this escrow. The undersigned seller further understands and agrees that any payoffs made on their behalf in this escrow are made by AmeriTitle with complete reliance on figures supplied by the lender, creditor or taxing agency. In the event that additional funds are required to complete said payoffs, the undersigned hereby agrees to immediately upon request from AmeriTitle, provide the additional funds needed to complete said payoffs.

PLEASE READ THE PRELIMINARY TITLE REPORT AND YOUR CLOSING STATEMENT CAREFULLY BEFORE SIGNING THIS DOCUMENT. BE SURE ALL FACTS KNOWN TO YOU ARE ACCOUNTED FOR IN THIS ESCROW. AMERITITLE AS THE ESCROW AGENT, IS A NEUTRAL THIRD PARTY AND CANNOT ADVISE YOU OR PROTECT YOUR LEGAL RIGHTS. YOU SHOULD CONSULT LEGAL COUNSEL FOR SUCH ADVICE AND PROTECTION.

READ THESE INSTRUCTIONS CAREFULLY AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.

SIGNATURES

SELLER(S):

ZBS, LLC

BY: 

Steven W Zundel, Manager

Dated: 3/20/08

Mailing Address:

336 N Bridge
St. Anthony, ID 83445

BUYER(S):

Teton View Golf Estates LLC

by 

St Charles Group, Inc., by

by 

Western Equity, LLC, by

Dated: 03-24-08

Mailing Address:

6371 N 5th E
Idaho Falls, ID 83401

Accepted this 4th day of March, 2008.

AMERITITLE

By: 

Marci J. Bradley

ADDENDUM TO ESCROW INSTRUCTIONS

ESCROW # IF10-44357

DATE: 03-05-2008

My/our previous instructions in the above-referenced escrow are hereby supplemented to include the following and are made a part herein.

AmeriTitle is instructed to prepare the following Amendment of Deed of Trust from Teton View Golf Estates, LLC to Idaho Development, LLC to reduce the secured amount to \$850,000.00. It is herein understood that AmeriTitle is acting as a scrivener only and has not given any advice or interpretation of the effect of these documents to the undersigned. The undersigned have/has been advised to seek legal advice to ensure that their interest is being met and/or secured. The undersigned parties hereby acknowledge that they have read and reviewed said documents so drawn as to both content and accuracy and approve their use in this escrow and to hold AmeriTitle harmless from any liability or responsibility with regard to said documents. The undersigned will accept full responsibility and liability to any effect this may have on the lender's Mortgage Policy issued by Alliance Title and Escrow and agree to hold AmeriTitle harmless from any liability or responsibility with regard to said policy.

READ THESE INSTRUCTIONS CAREFULLY AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.

SIGNATURES

SELLER(S):

Idaho Development, LLC

BY: Melinda Boswell
Melinda Boswell, Manager

Dated: 3/7/08

BUYER(S):

Teton View Golf Estates, LLC

by Tony Versteeg
Tony Versteeg, authorized signatory for St Charles Group, Inc., manager

by Tony Versteeg
Tony Versteeg, Manager of Western Equity, LLC, manager

Dated: MAR-7-08



AMT 10-44357 A



Instrument # 1292699
DANIEL S. BOWEN, LE DAWO
2004-01-01 12:51:03 PM No. of Pages: 4
Prepared for: AMERITITLE - DANFO FALLS
RONALD LONGMOSE
E-Office Receiver Permit 09048
Fec: 72.00
Fec: 12.00
Fec: 12.00
E-Office Receiver Permit 09048
Prepared by: SWS/SLB

DEED OF TRUST

THIS DEED OF TRUST, Dated March 4, 2008, between Teen View Golf Course, LLC, as JUDGE, United Liability Company, hereby called GRANITOR; whose address is 6711 N 5th E, Lakota Park, ID 83401; AMERITITLE, hereby called TRUSTEE, and ZEK, LLC, as Idaho United Liability Company, hereby called BENEFCIARY.

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, the property in the County of Blaine, State of Idaho, described as follows and containing not more than forty acres:

Beginning at a point that is S 0° 27' 00" E 32.80 feet along the section line from the Northwest corner of Section 31, Township 3 North, Range 26 East of the Idaho Meridian, Bannock County, Idaho, and running thence S 67° 27' 00" E 913.64 feet along the section line thence S 67° 25' 51" W 3441.88 feet thence S 29° 14' 50" E 802.83 feet to the V/Lth line of Section 31; thence S 67° 00' 00" W 184.71 feet to the centerline of the Idaho Canal thence along the centerline of the Idaho Canal the following bear corners (1) N 34° 27' 17" W 433.43 feet (2) N 15° 03' 00" W 219.49 feet (3) N 17° 02' 00" E 246.59 feet (4) N 75° 02' 00" E 201.79 feet to a point on the South Edge-of-Way line of Turner Road; thence N 67° 00' 00" E 1239.43 feet along said road Right-of-Way to the point of beginning.

ALSO:

Beginning at a point that is S 67° 16' 00" E along the section line 1946.05 feet from the Northwest corner of Section 31, Township 3 North, Range 26 East of the Idaho Meridian, Bannock County, Idaho, running thence S 67° 02' 00" W 2143.11 feet thence N 67° 02' 00" W 127.48 feet; thence N 67° 02' 00" E 168.34 feet; thence S 67° 16' 00" E 1180.09 feet; thence N 67° 43' 00" E 782.89 feet; thence N 00° 16' 00" W 1803.89 feet; thence N 67° 02' 00" E 212.08 feet to the East line of said Section 31; thence S 67° 16' 00" E along the East line 127.47 feet to the point of beginning.

TOGETHER WITH the now, then and hereinafter, SUBJECT, GOVERNOR, to the right, power and authority hereunder given to and conferred upon Beneficiary to collect and apply such taxes, issues and profits.

FOR THE PURPOSE OF SECURING payment of the obligations evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of SEVEN THOUSAND FORTY THOUSAND AND NO/100thsth Dollars, with interest thereon, final payment due 02/28/2009, and to secure payment of all such future sums as may hereafter be loaned or advanced by the Beneficiary hereto to the Grantor hereto, or any or either of them, while receipt or payment hereof, for any purpose, and of any note, draft or other instrument representing such future loans, advances or expenditures together with interest on all such sums in the case therein provided, PROVIDED, HOWEVER, that the making of such future loans, advances or expenditures shall be optional with the Beneficiary; and further provided that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until the full advances together with interest thereon.

The date of maturity of the debt secured by this instrument is the day, month, year above, on which the final installment of said note becomes due and payable. In the event the entire debt secured hereunder, or any part thereof, at any instant hereon, is not paid, agreed to be paid, accepted, assigned, or substituted by the grantor without first having obtained the written consent or approval of the beneficiary, then, as the beneficiary's option, all obligations secured by this instrument, in respect of the maturity dates expressed therein or hereon, shall become immediately due and payable.

A. The parties to the security of this Deed of Trust, Grantor agree:

AMT 10-44357

EXOT - 1 1292699



As per

AMENDMENT OF DEED OF TRUST

THIS AMENDMENT is made by and between Teton View Golf Course, LLC, and Idaho Development, LLC hereinafter referred to as "BENEFICIARIES".

WITNESSETH:

WHEREAS, the Owner did make, execute and deliver to the Beneficiary a Note secured by that certain Deed of Trust in the amount of One Million, one hundred thousand and no/100 Dollars, (\$1,100,000.00), recorded as Instrument No. 1291195, in the records of Benewah County, Idaho, covering the premises described as follows:

Beginning at a point that is S 07°27'00" E 21.00 feet along the section line from the Northwest corner of Section 31, Township 3 North, Range 14, East of the Snake Meridian, Benewah County, Idaho, said meeting Section S 07°27'00" E 913.54 feet along the Section line; thence S 07°27'31" W 164.128 feet; thence S 37°14'50" E 302.03 feet to the UN-06 line of Section 31; thence S 07°00'00" W 104.37 feet to the southeast of the Idaho Cash station along the southeast of the Idaho Canal the following four courses: (1) N 30°27'21" W 834.03 feet; (2) N 15°49'30" W 234.89 feet; (3) N 1°10'30" E 244.69 feet; (4) N 7°13'00" E 301.79 feet to a point in the South Right-of-Way of East of Three Level; thence N 49°00'00" E 183.40 feet along said road Right-of-Way to the point of beginning.

ALSO:

Regarding it is noted that it is 00°18'00" E along the section line 1664.03 feet from the Northwest corner of Section 31, Township 3 North, Range 14 East of the Snake Meridian, Benewah County, Idaho, meeting Section S 07°47'30" W 214.11 feet; thence N 00°49'30" W 122.48 feet; thence N 89°43'30" E 183.24 feet; thence S 07°14'00" E 100.00 feet; thence N 07°43'30" E 183.00 feet; thence N 00°14'00" W 100.00 feet; thence N 07°43'30" E 312.28 feet to the East line of said Section 31; thence S 07°14'00" E along the East line 127.87 feet to the point of beginning.

ALL

WHEREAS, the parties desire to amend some of the terms and/or provisions of the Note and/or Deed of Trust, and WHEREAS, to said the good and lawful consideration, the parties agree the terms and conditions of the Deed of Trust shown described shall be and are hereby amended and modified as follows:

- 1. The amount of the Deed of Trust shall be amended to \$250,000.00.

All terms and conditions of the Note and Deed of Trust shall remain the same and unchanged except as amended and/or modified herein.

Dated 3/7/08

GALATHEA

BENEFICIARIES

Teton View Golf Course, LLC

Idaho Development, LLC

By:

By:

Tony Weisberg, Vice President/Secretary for the Benewah County Tax Assessor

By:
Teton View Golf Course, LLC Manager

Instrument # 1292697
DAVID ALLEN BORNHAGEN, DPO
PO BOX 97 701100 PM The W P PALS
RECORDED BY ALBERTA - DAVID PALS
HOUSTON, TEXAS
LACORCA RECORDER DISPLAY STATION
www.lacorca.com
Instrument Recorded by Simple

This instrument is being filed as an accommodation only & has not been examined as to its execution, preparation or effect on file.

1292697

2/20-seller came in to sign. Had not received \$50K em

2/22-received a check drawn on a business account for \$50k EM (funds were not available to convert to cashier's check)

2/29-received a check from Alliance for \$800K

3/4-buyer's drove to Idaho to sign docs and gave another business check for remainder due

-referring agent called to confirm amount of check to him. Check was half what he was expecting. Steve Zundel instructed me to hold recording until this was addressed. MVP faxed a copy of the referral agreement and were firm that was the amount due. Seller insisted they had agreed to double the amount. MVP finally agreed to pay the higher amount but we were after 5 and couldn't record.

3/5-title discovered a \$1.1 Million dollar DT against the property Granted by Teton View. Called Alliance who handled the signing of the loan and asked why they recorded a DT before the Grantor was vested. Mary left a voice mail that they had to record in order to disburse and Teton View had to have the money for my purchase. Seller stated they had not agreed to be in 2nd position. Called Teton and they indicated there was a misunderstanding, Alliance was supposed to hold that DT until we had recorded. Tried multiple times to call Tony w/ Teton and could not reach him.

3/6-Jim Zundel (referring agent and seller's nephew) called to say he had a call from Tony the evening of 3/5 and they came to an agreement that if the beneficiary on the \$1.1 Mil DT would amend their DT to \$850K and subordinate to ZBS then the transaction could close. Called underwriter (Matt Sager) to confirm we were ok with a sub agmt. He said we would have to have it in hand or he advised returning the \$800K to Alliance.

copy

Called Darlene, if we are subordinating both beneficiaries need to review and approve the terms of each other's loans and be fully disclosed then they must instruct us to proceed. Called Tony, Jim and Jeff all were in agreement. I told them I needed a copy of the note that was signed at Alliance and then I could email the Amendment, Subordination and the 2nd Amendment to Escrow Instructions to everyone for review, approval and signatures.

3/7 - Conference call w/ Jim Zundel, Jeff Burton + Tony Versteg. No subordination, 1st w/ Id Dev. will be modified to \$850K, ZBS will be in 2nd position. ZBS will reduce the principle on their carryback by \$40K upon proof of payment to Schiess + Assoc of \$40K. Tony will get Id Dev signatures & try to drive Amend. to IF for recording today. THW Tony - docs will be here Monday am. (Add to Esc. Inst & Amend to DT)



1650 Elk Creek Drive
P.O. Box 51690
Idaho Falls, Idaho 83405
(208) 524-6600
(208) 524-6072 Fax

April 1, 2008

TETON VIEW GOLF ESTATES
11105 LONDON DERRY
SANDY, UTAH 84092

OUR NO. : 10-44357
YOUR NO. : --
REGARDING : TETON VIEW GOLF ESTATES

WE ENCLOSE HEREWITH THE FOLLOWING:

- 1) POLICY OF TITLE INSURANCE
- 2) RECORDED DOCUMENT:
 - a) WARRANTY DEED/INSTRUMENT NO. 1292698.

THANK YOU FOR DOING BUSINESS WITH US!

SINCERELY,

AMERITITLE

Amie Rhoades

ENC.

OWNERS

SCHEDULE A

OFFICE FILE NUMBER	POLICY NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE	PREMIUM AMOUNT
10-44357	O-9301-000687722	MARCH 10, 2008 AT 12:51 P.M.	\$1,490,000.00	\$1,221.50

1. Name of Insured:

TETON VIEW GOLF ESTATES, LLC, a Utah Limited Liability Company

2. The estate or interest in the land which is covered by this Policy is:

FEE SIMPLE

3. Title to the estate or interest in the land is vested in:

TETON VIEW GOLF ESTATES, LLC, a Utah Limited Liability Company

4. The land herein described is encumbered by the following mortgage or trust deed, and assignments: and the mortgages or trust deeds, if any, shown in Schedule B hereof.

5. The land referred to in this Policy is described as follows:

Beginning at a point that is S 0°27'09" E 25.00 feet along the section line from the Northeast Corner of Section 31, Township 3 North, Range 38, East of the Boise Meridian, to the County of Bonneville, State of Idaho, and running thence S 0°27'09" E 913.64 feet along the Section line; thence S 89°32'51" W 1641.08 feet; thence S 39°14'56" E 502.03 feet to the 1/16th line of Section 31; thence S 89°00'06" W 104.71 feet to the centerline of the Idaho Canal; thence along the centerline of the Idaho Canal the following four courses: (1) N 36°27'12" W 633.43 feet; (2) N 15°03'08" W 239.69 feet; (3) N 1°10'58" E 246.69 feet; (4) N 2°53'42" E 297.79 feet to a point on the South Right-of-Way line of Tower Road; thence N. 89°00'00" E 1839.63 feet along said road Right-of-Way to the Point of Beginning.

ALSO:

Beginning at a point that is S 00°16'08" E along the section line 1066.05 feet from the Northeast Corner of Section 31, Township 3 North, Range 38 East of the Boise Meridian, to the County of Bonneville, State of Idaho; running thence S 89°43'52" W 374.11 feet; thence N 00°49'18" W 127.48 feet; thence N 89°43'52" E 160.34 feet; thence S 00°16'08" E 100.00 feet; thence N 89°43'52" E 182.00 feet; thence N 00°16'08" W 100.00 feet; thence N 89°43'52" E 33.00 feet to the East line of said Section 31; thence S 00°16'08" E along the East line 127.47 feet to the Point of Beginning.

This policy valid only if Schedule B is attached.

SCHEDULE B**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

General Exceptions:

1. Rights or claims of parties in possession not shown by the public records.*
2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceeding by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

Special Exceptions:

1. Taxes for the year 2006 and all prior taxes have been paid. Taxes for 2007 have not yet been assessed. (Tax No. **RP03N38E310048** \$0.00 full year, 2007).
Taxes for the year 2008 are an accruing lien, not yet due or payable.
2. Easement given by COUNTY OF BONNEVILLE, party of the first part to DAROLD D. WHITE, party of the second part, dated May 13, 1971, and recorded as Instrument No. 448274, records of Bonneville County, Idaho.
3. Easements, Claims of Easements, Encroachments, Overlaps and/or Boundary Line disputes as disclosed in a record of survey prepared by Benton Engineering, Job No. 4187, dated March, 2006, and recorded as Instrument No. 1218553, records of Bonneville County, Idaho.
4. Rights of the public in and to that portion of the premises lying within Lewisville Highway.
5. Rights and easements of and for Idaho Canal.
6. Easements and right of ways for highways, roads, railroads, ditches, canals, gas, pole, power and transmission lines as they may exist.
7. Commercial Loan Deed of Trust given by TETON VIEW GOLF ESTATES, LLC to ALLIANCE TITLE & ESCROW CORP., as Trustee and IDAHO DEVELOPMENT, LLC, as Beneficiary, dated February 29, 2008 and recorded as Instrument No. 1291905 on February 29, 2008 at 4:06 p.m., given to secure the payment of \$1,100,000.00, and interest (and future advances if provided for in the Deed of Trust), due May 28, 2008, records of Bonneville County, Idaho.
AMENDMENT dated March 7, 2008 and recorded as Instrument No. 1292697 on March 10, 2008 at 12:51 p.m., records of Bonneville County, Idaho.

Countersigned

SCHEDULE B (STANDARD COVERAGE)
OWNERS FORM

 Authorized Signatory

File No. 10-44357

Policy No. O-9301-000687722

8. Deed of Trust given by TETON VIEW GOLF ESTATES, LLC, a Utah Limited Liability Company to AMERITITLE, as Trustee and ZBS, LLC, an Idaho Limited Liability Company, as Beneficiary, dated March 4, 2008 and recorded as Instrument No. 1292699 on March 10, 2008 at 12:51 p.m., given to secure the payment of \$640,000.00, and interest (and future advances if provided for in the Deed of Trust), due February 28, 2009, records of Bonneville County, Idaho.

END

SCHEDULE B (STANDARD COVERAGE)
OWNERS FORM

Countersigned

Authorized Signatory

AmeriTitle - Idaho Falls
 LEDGER CARD
 AS OF: 03/10/2008

PAGE 1
 WinEscrow

ESCROW: IF10-44357
 STATUS: CLOSE
 OPENED: 12/26/2007

TYPE: SALE
 OFFICER: MJB - Marci J. Bradley
 CLOSED: 03/10/2008

SELLER(S):
 ZBS, LLC

BUYER(S):
 Teton View Golf Estates, LLC

PROPERTY: 6371 N 5th E
 Idaho Falls, ID 83401

DATE	TYPE	BANK	NUMBER	NAME/DESCRIPTION	AMOUNT	BALANCE
03/03/2008	RC-DEP	BOI	3623	Teton View Golf Estates, LLC	800,000.00CR	800,000.00CR
03/05/2008	RC-DEP	BOI	3648	Rothchild Properties, LLC	51,821.00CR	851,821.00CR
03/05/2008	CK-VOID	BOI	14403	**VOID** Citizens Community Bank	703,737.17	148,083.83CR
03/05/2008	CK-VOID	BOI	14403	**VOID** Citizens Community Bank	703,737.17CR	851,821.00CR
03/05/2008	CK-VOID	BOI	14404	**VOID** MVP Realtors	48,425.00	803,396.00CR
03/05/2008	CK-VOID	BOI	14404	**VOID** MVP Realtors	48,425.00CR	851,821.00CR
03/05/2008	CK-VOID	BOI	14405	**VOID** Re/Max Equity Group Inc	26,075.00	825,746.00CR
03/05/2008	CK-VOID	BOI	14405	**VOID** Re/Max Equity Group Inc	26,075.00CR	851,821.00CR
03/05/2008	CK-VOID	BOI	14406	**VOID** AmeriTitle	31.00	851,790.00CR
03/05/2008	CK-VOID	BOI	14406	**VOID** AmeriTitle	31.00CR	851,821.00CR
03/05/2008	CK-VOID	BOI	14407	**VOID** ZBS, LLC	68,474.33	783,346.67CR
03/05/2008	CK-VOID	BOI	14407	**VOID** ZBS, LLC	68,474.33CR	851,821.00CR
03/05/2008	CK-VOID	BOI	14408	**VOID** AmeriTitle	5,078.50	846,742.50CR
03/05/2008	CK-VOID	BOI	14408	**VOID** AmeriTitle	5,078.50CR	851,821.00CR
03/10/2008	CHECK	BOI	14539	Citizens Community Bank	703,737.17	148,083.83CR
03/10/2008	CHECK	BOI	14540	MVP Realtors	48,425.00	99,658.83CR
03/10/2008	CHECK	BOI	14541	Re/Max Equity Group Inc	26,075.00	73,583.83CR
03/10/2008	CHECK	BOI	14542	AmeriTitle	31.00	73,552.83CR
03/10/2008	CHECK	BOI	14543	ZBS, LLC	68,336.33	5,216.50CR
03/10/2008	CHECK	BOI	14544	AmeriTitle	5,216.50	0.00
	BOI	BANK		TOTAL DEPOSITS	851,821.00CR	
	BOI	BANK		TOTAL CHECKS	851,821.00	
	BOI	BANK		ENDING BALANCE	0.00	
				GRAND TOTAL DEPOSITS	851,821.00CR	
				GRAND TOTAL CHECKS	851,821.00	
				ENDING BALANCE FOR BANK	BOI	0.00
				GRAND ENDING BALANCE	ALL BANKS	0.00

Disbursed By
 Approved By

WinEscrow

ESCROW: IF10-44357
 STATUS: ACTIVE
 OPENED: 12/26/2007

TYPE: SALE
 OFFICER: MJB - Marci J. Bradley
 CLOSED: 03/05/2008

SELLER(S):
 ZBS, LLC

BUYER(S):
 Teton View Golf Estates, LLC

PROPERTY: 6371 N 5th E
 Idaho Falls, ID 83401

CONSIDERATION	TYPE	DEBIT	CREDIT
CASH DUE FROM PARTIES:			
LOAN PROCEEDS:			
PROCEEDS RECEIVED: (NOT INCLUDED IN TOTALS)			
TOTAL PROCEEDS RECEIVED:			0.00
NET PROCEEDS TO COME:			0.00
DEPOSITS:			
03/03/2008	RC 3623 Teton View Golf U BYR BOI		800,000.00
03/05/2008	RC 3648 Rothchild Prope U BYR BOI		51,821.00
TOTAL DEPOSITS:			851,821.00
EXPECTED CHECKS:			
Pending Citizens Community Bank		703,737.17	BOI - del
2,468.55	INTEREST TO 03/10/2008		
701,268.62	BALANCE OF LOAN NUMBER 180188146		
Pending MVP Realtors		48,425.00	BOI - del w/cs
48,425.00	BROKERAGE FEE FOR Chuck Waters		
Pending Re/Max Equity Group Inc		26,075.00	BOI - USP to Oregon w/cs
26,075.00	BROKERAGE FEE FOR Jim Zundel		
Pending AmeriTitle		31.00	BOI ours
11.00	ORDER# : Recording: Deed		
20.00	ORDER# : Recording: Mortgage		
Pending AmeriTitle		5,216.50	BOI - ours
1,500.00	Escrow Closing Fee		
2,538.50	ORDER# 10-44357: Owner's Standard Policy		
20.00	Mailing Services		
75.00	ORDER# 10-44357: Lender's Standard (Simultaneous Issue)		
63.00	ORDER# 10-44357: Release Service		
20.00	Wire Transfer Fee		
1,000.00	Collection Setup Fee		
TOTAL EXPECTED CHECKS:		783,484.67	
CASH DUE TO PARTIES:			
DUE TO SELLER	SLR	68,336.33	- dep.
(PROCEEDS CHECKS FROM CASH DUE):			
Pending ZBS, LLC.		68,474.33	
68,474.33			
(NET PROCEEDS LEFT):			
		138.00CR	
ENDING BALANCES			
		851,821.00	851,821.00
NET DEBIT/CREDIT			
			0.00
(PRO-RATED ITEMS - NOT INCLUDED IN ABOVE):			
-----END OF REPORT-----			

710-40357

ALLIANCE

TITLE & ESCROW CORP.
TRUST ACCOUNT
1070 RIVERWALK DR., SUITE 100
IDAHO FALLS, IDAHO 83402

WELLS FARGO BANK, N.A.
92-379/1241

71442

71442
2/29/2008

PAY TO THE ORDER OF AmeriTitle

\$ 800,000.00

EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS

DOLLARS

AmeriTitle
1650 Elk Creek Drive

Idaho Falls, ID 83404

Escrow #: 3030818277MLB

Ref #:

ALLIANCE TITLE & ESCROW CORP.
TRUST ACCOUNT

[Handwritten Signature] MP
[Handwritten Signature] MP
TWO SIGNATURES REQUIRED
VOID AFTER 60 DAYS

⑈0071442⑈ ⑆121000248⑆ 4121208854⑈

ALLIANCE

TITLE & ESCROW CORP.

71442

3030818277MLB Date: 2/29/2008

Check Number: 71442

Buyer: Teton View Golf Estates, LLC

Seller: ZBS, LLC

Property: 6371 N 5th E, Idaho Falls, ID 83401

Escrow #:

Charge Detail:

Purchase Funds Due To Seller 800,000.00

800,000.00

Amount of this Check:

Reference:

Memo 2:

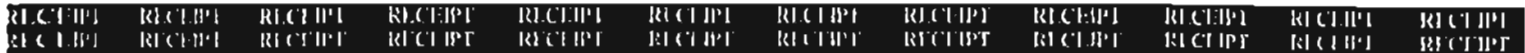


AmeriTitle
 1650 Elk Creek Drive
 Idaho Falls, ID 83404

Teton View Golf Estates, LLC
 ZBS, LLC
 6371 N-5th E

RECEIPT NO.: 3623
 DATE: 03/03/2008
 BANK CODE: BOI
 OFFICER: Marci J. Bradley
 ESCROW NO.: IF10-44357

RECEIVED OF: Teton View Golf Estates, LLC AMOUNT: \$800,000.00
 FOR: BUYER Funds Due From Buyer/Alliance Check
 PAYMENT TYPE: CHECK CHECK/WIRE NO.: 71442
 BANK NAME: BANK OF IDAHO
 ESCROW OFFICER: Marci J. Bradley RECEIVED BY: MK

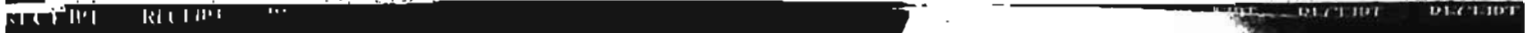


AmeriTitle
 1650 Elk Creek Drive
 Idaho Falls, ID 83404

Teton View Golf Estates, LLC
 ZBS, LLC
 6371 N 5th E

RECEIPT NO.: 3623
 DATE: 03/03/2008
 BANK CODE: BOI
 OFFICER: Marci J. Bradley
 ESCROW NO.: IF10-44357

RECEIVED OF: Teton View Golf Estates, LLC AMOUNT: \$800,000.00
 FOR: BUYER Funds Due From Buyer/Alliance Check
 PAYMENT TYPE: CHECK CHECK/WIRE NO.: 71442
 BANK NAME: BANK OF IDAHO
 ESCROW OFFICER: Marci J. Bradley RECEIVED BY: MK



OFFICIAL CHECK



KEYBANK NATIONAL ASSOCIATION
2635 E 17TH ST - PO BOX 1507
IDaho FALLS, ID 83406

NO. 710705231

DATE 08042008

OFFICE 00119004 18-37170220

PAY
TO THE ORDER OF ~~AMERITILE~~

\$ ~~55,821.00~~

~~Forty One Thousand Eight Hundred Twenty One and 00/100ths~~ DOLLAR
Drawer: KeyBank



Escrow No. IF10-44357

Check Date: 03/10/2008

Check No. 0014543

To: ZBS, LLC

Attached you will find your proceeds check in the amount of *****68,336.33**.

Also enclosed you will find:

- () Closing Statement
- () Alternative Form 1099S
- () Final HUD I Settlement Statement

It has been a pleasure closing this transaction for you. If, in the future you or your friends have a need for an escrow closing please give us a call!

BUYER: Teton View Golf Estates, LLC

SELLER: ZBS, LLC

PROPERTY: 6371 N 5th E

Idaho Falls, ID 83401

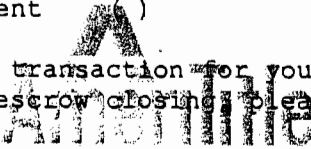
CHECK NO.: 0014543

RE:

TITLE NO: 10-44357

ESCROW OFFICER: Marci J. Bradley

ESCROW NO: IF10-44357



AMERITITLE - ESCROW TRUST ACCOUNT CMR

Escrow No. IF10-44357

Check Date: 03/10/2008

Check No. 0014551

To: Citizens Community Bank

Attached you will find our check in the amount of *****658.28**, in payment for:

BALANCE OF LOAN NUMBER 180188146

0.00

INTEREST TO 03/10/2008

658.28

BUYER: Teton View Golf Estates, LLC

SELLER: ZBS, LLC

PROPERTY: 6371 N 5th E

Idaho Falls, ID 83401

CHECK NO.: 0014551

RE: 180188146

TITLE NO: 10-44357

ESCROW OFFICER: Marci J. Bradley

ESCROW NO: IF10-44357



AMERITITLE - ESCROW TRUST ACCOUNT CMR

Escrow No. IF10-44357

Check Date: 03/10/2008

Check No. 0014539

To: Citizens Community Bank

Attached you will find our check in the amount of ****703,737.17**, in payment for:

INTEREST TO 03/10/2008

2,468.55

BALANCE OF LOAN NUMBER 180188146

701,268.62

BUYER: Teton View Golf Estates, LLC

SELLER: ZBS, LLC

PROPERTY: 6371 N 5th E

Idaho Falls, ID 83401

CHECK NO.: 0014539

RE: 180188146

TITLE NO: 10-44357

ESCROW OFFICER: Marci J. Bradley

ESCROW NO: IF10-44357



AMERITITLE - ESCROW TRUST (COUNT CMR)

Escrow No. IF10-44357

Check Date: 03/10/2008

Check No. 0014540

To: MVP Realtors

Attached you will find our check in the amount of *****48,425.00**, in payment for:

BROKERAGE FEE FOR Chuck Waters

48,425.00



BUYER: Teton View Golf Estates, LLC

SELLER: ZBS, LLC

PROPERTY: 6371 N 5th E

Idaho Falls, ID 83401

CHECK NO.: 0014540

RE: waters

TITLE NO: 10-44357

ESCROW OFFICER: Marci J. Bradley

ESCROW NO: IF10-44357

AMERITITLE - ESCROW TRUST (COUNT CMR)

Escrow No. IF10-44357

Check Date: 03/10/2008

Check No. 0014541

To: Re/Max Equity Group Inc

Attached you will find our check in the amount of *****26,075.00**, in payment for:

BROKERAGE FEE FOR Jim Zundel

26,075.00



BUYER: Teton View Golf Estates, LLC

SELLER: ZBS, LLC

PROPERTY: 6371 N 5th E

Idaho Falls, ID 83401

CHECK NO.: 0014541

RE: Zundel

TITLE NO: 10-44357

ESCROW OFFICER: Marci J. Bradley

ESCROW NO: IF10-44357

AMERITITLE - ESCROW TRUST (COUNT CMR)

Escrow No. IF10-44357

Check Date: 03/10/2008

Check No. 0014542

To: AmeriTitle

Attached you will find our check in the amount of *****31.00**, in payment for:

ORDER# : Recording: Deed

11.00

ORDER# : Recording: Mortgage

20.00



BUYER: Teton View Golf Estates, LLC

SELLER: ZBS, LLC

PROPERTY: 6371 N 5th E

Idaho Falls, ID 83401

CHECK NO.: 0014542

RE:

TITLE NO: 10-44357

ESCROW OFFICER: Marci J. Bradley

ESCROW NO: IF10-44357

AMERITITLE - ESCROW TRUST ACCOUNT CMR

Escrow No. IF10-44357

Check Date: 03/2008

Check No. 0014544

To: AmeriTitle

Attached you will find our check in the amount of *****5,216.50**, in payment for:

Escrow Closing Fee	1,500.00
ORDER# 10-44357: Owner's Standard Policy	2,538.50
Mailing Services	20.00
ORDER# 10-44357: Lender's Standard (Simultaneous Issue)	75.00
ORDER# 10-44357: Release Service	63.00

BUYER: Teton View Golf Estates, LLC

SELLER: ZBS, LLC

PROPERTY: 6371 N 5th E

Idaho Falls, ID 83401

CHECK NO.: 0014544

RE:

TITLE NO: 10-44357

ESCROW OFFICER: Marci J. Bradley

ESCROW NO: IF10-44357



AMERITITLE - ESCROW TRUST ACCOUNT CMR

Escrow No. IF10-44357

Check Date: 03/2008

Check No. 0014543

To: ZBS, LLC

Attached you will find our check in the amount of *****68,336.33**, in payment for:

68,336.33

Summary of Other Amounts

68,336.33

BUYER: Teton View Golf Estates, LLC

SELLER: ZBS, LLC

PROPERTY: 6371 N 5th E

Idaho Falls, ID 83401

CHECK NO.: 0014543

RE:

TITLE NO: 10-44357

ESCROW OFFICER: Marci J. Bradley

ESCROW NO: IF10-44357



Closing Statement Alternative Form 1099S
 Final HUD I Settlement Statement

It has been a pleasure closing this transaction for you. If, in the future you or your friends have a need for an escrow closing, please give us a call!

BUYER: Teton View Golf Estates, LLC
SELLER: ZBS, LLC
PROPERTY: 6371 N 5th E
Idaho Falls, ID 83401

CHECK NO.: 0014543 RE:
ESCROW OFFICER: Marci J. Bradley

TITLE NO: 10-44357
ESCROW NO: IF10-44357



ORDER NO.: 10-44357

Escrow: Teresa Rodney
TITLE & ESCROW

#IF10-44357

EXAMINER: Order Date: 12/26/2007 @ 15:16 Order Promised: 01/18/2008 TYPE: SEH/RES
Source: 1WATE1 ESCROW RPT: 0 DOC: 0
MVP Realtors LLC PHONE: 208-523-7355 FAX: 208-524-7030
2100 Niagra ATTN: Chuck Waters
Idaho Falls, ID 83404 FROM:

BY: KO REP: RPT: 0 DOC: 0
YOUR#:

NOTE:
INS NM1:
INS NM2:

Bill-To: 000000

Phone: FAX:
Attn: RPT: 0 DOC: 0
Ref#: RPT: 0 DOC: 0

Note:

Property: 6371 N 5th E
Lot/Blk: See Attached Legal

Subdiv:
Tax Id:

New Construction: N

Will Reside: Y

For Resale: N

Seller-1: Zundel, Steven W
Seller-2:
Buyer-1: Wasatch Alliance Funding
Buyer-2:

Flood Determination: N Driveby Inspection: N Call Back: N
Own Pol: S Own Amt: 1,400,000.00 Loan Pol: T Loan Amt: .00 Other Pol: N

Sq	Doc	Description	Policy Amount	Rate	Premium Amount	Sales Tax Amt
COPYTO:	01	MVP Realtors LLC				
REF NO:		2100 Niagra				
		Idaho Falls, ID 83404				
		COMMENT:				

PHONE: 208-523-7355
FAX: 208-524-7030
ATTN: Chuck Waters
RPT: 0 DOC: 0

TOTAL RPT COPIES: 0
TOTAL DOC COPIES: 0

SELLER'S INFORMATION
FOR COMPLIANCE WITH REAL ESTATE REPORTING REQUIREMENTS
1986 TAX REFORM ACT
ALTERNATIVE FORM W-9

1. ORDER/ESCROW NO. IF10-44357 2. ESTIMATED CLOSING DATE 02/26/2008
3. SUBJECT PROPERTY INFORMATION:
6371 N 5th E
Idaho Falls, ID 83401
4. CONTRACT SALES PRICE (Line 401 of HUD - 1 Form): 1,490,000.00
5. IS OTHER PROPERTY AND/OR SERVICES EXCHANGED? (N)
6. ALLOCATION OF SALE PRICE TO THIS SELLER 100.0000 %
7. SELLER INFORMATION:

You are required by law to provide your closing agent with your correct taxpayer identification number. If you do not provide your closing agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law under the Tax Reform Act of 1986, under Internal Revenue Code Sections 6045(e), 6676, 6722, 6723, 7203.

SELLER NAME: ZBS, LLC

336 N Bridge

Mailing Street Address

Telephone Number

St. Anthony

City

ID

State

83445

Zip

[REDACTED]
Social Security Number

CERTIFICATION: Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

DATE SIGNED _____

ZBS, LLC

BY: Steven W Zundel

Steven W Zundel, Manager



1650 Elk Creek Drive
Idaho Falls, ID 83404

Bus (208) 524-6600
Fax (208) 524-6072

BUYER'S CLOSING STATEMENT

RE: YOUR ESCROW NO: IF10-44357

DATE: 02/21/2008
ESTIMATED CLOSE OF ESCROW: 02/26/2008

Teton View Golf Estates, LLC (the "Buyer") is/are buying the subject property described herein from: ZBS, LLC (the "Seller").

SUBJECT PROPERTY: 6371 N 5th E, Idaho Falls, ID 83401

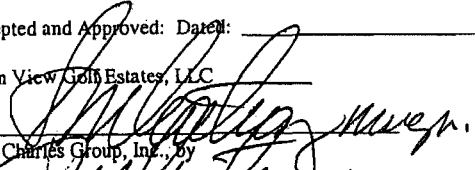
TITLE ORDER NO.: 10-44357
TITLE ORDER NO.:

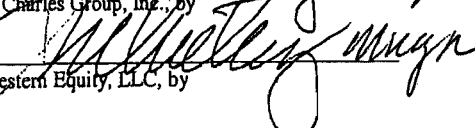
PRORATE DATE:	CHARGE	CREDIT
PURCHASE PRICE	\$1,490,000.00	
BUYER DEPOSITS:		
PRORATIONS AS OF Close of Escrow :		
NEW ENCUMBRANCE ZBS, LLC, an Idaho Limited Liability Company		640,000.00
ESCROW FEES:		
AmeriTitle		
Escrow Closing Fee	750.00	
Mailing Services	20.00	
Wire Transfer Fee	20.00	
Collection Setup Fee	1,000.00	
TITLE CHARGES:		
AmeriTitle		
AmeriTitle		
Recording: Deed	11.00	
Recording: Mortgage	20.00	
ADDITIONAL CHARGES & CREDITS:		
WIRE TRANSFER/CASHIER CK TO CLOSE PLEASE WIRE TRANSFER TO AmeriTitle		851,821.00
TOTALS	\$1,491,821.00	\$1,491,821.00

The undersigned are aware that the figures listed above are estimated figures and may change between the date of signing and the date of recording. Escrow agent herein is authorized and instructed to make the necessary adjustments at the time of closing. I/We hereby acknowledge receipt of a copy of this statement.

Accepted and Approved: Date: _____

Teton View Golf Estates, LLC

by 
St Charles Group, Inc., by

by 
Western Equity, LLC, by



1650 Elk Creek Drive
Idaho Falls, ID 83404

Bus (208) 524-6600
Fax (208) 524-6072

SELLER'S CLOSING STATEMENT

RE: YOUR ESCROW NO: IF10-44357

DATE: 03/07/2008
ESTIMATED CLOSE OF ESCROW: 03/05/2008

ZBS, LLC (the "Seller") is/are selling the subject property described herein to: Teton View Golf Estates, LLC (the "Buyer")

SUBJECT PROPERTY: 6371 N 5th E, Idaho Falls, ID 83401

TITLE ORDER NO.: 10-44357
TITLE ORDER NO.:

PRORATE DATE:	CHARGE	CREDIT
SALES PRICE		\$1,490,000.00
PRORATIONS AS OF Close of Escrow :		
NEW ENCUMBRANCE		
ZBS, LLC, an Idaho Limited Liability Company	640,000.00	
PAY OFF OF EXISTING ENCUMBRANCE (S)		
Citizens Community Bank	701,268.62	
Interest to 03/10/2008	2,468.55	
REAL ESTATE BROKERAGE FEE: 74,500.00		
MVP Realtors	48,425.00	
Re/Max Equity Group Inc	26,075.00	
ESCROW FEES:		
AmeriTitle		
Escrow Closing Fee	750.00	
TITLE CHARGES:		
AmeriTitle		
Owner's Standard Policy	2,538.50	
Lender's Standard (Simultaneous Issue)	75.00	
Release Service	63.00	
AmeriTitle		
ADDITIONAL CHARGES & CREDITS		
PROCEEDS TO SELLER	68,336.33	
TOTALS	\$1,490,000.00	\$1,490,000.00

The undersigned are aware that the figures listed above are estimated figures and may change between the date of signing and the date of recording. Escrow agent herein is authorized and instructed to make the necessary adjustments at the time of closing. I/We hereby acknowledge receipt of a copy of this statement.

Accepted and Approved: Dated: _____

ZBS, LLC

BY: see below
Steven W Zundel, Manager