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Attorney for Island Park Water Company

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

**IN THE MATTER OF ISLAND PARK
WATER COMPANY'S FAILURE TO
COMPLY WITH IDAHO PUBLIC
UTILITIES COMMISSION REPORTING
AND FISCAL REQUIREMENTS,**

CASE NO. ISL-W-23-01

**COMPANY'S REPLY TO POST-
HEARING RESPONSE TO THE
COMPANY'S AFFIDAVITS**

The Island Park Water Company (hereinafter IPWC or the Company) replies to the Post-Hearing Response of Staff as follows:

INTRODUCTION

The Company stands by its statements in the affidavits of Dorothy McCarty and in the affidavits of Roger Buchanan.

A review of the Post- Hearing Response from Staff indicates that Staff agrees that the Company has complied with audit requests (hereinafter AR) 1 and 6.

This reply will take up each audit request in turn;

**COMPANY'S REPLY TO POST-HEARING RESPONSE TO THE COMPANY'S
AFFIDAVITS- 1**

AR NO. 3

The Company did not provide a schedule showing all non-recurring fees charged to customers in 2020 and 2021 (AR No. 3).

IPWC disagrees with the position of Staff. Initially IPWC was confused by the terminology employed in the request. IPWC has subsequently provided to Staff what its customers were billed for the years 2020 and 2021.

The company's understanding of the request was for the one-time yearly fee for water that was charged to its customers.

Some confusion may lay in the fact that some customers own multiple lots and therefore may be charged for multiple connections.

In regard to this particular audit request the company believes if allowed to speak directly to Mr. Terry that any confusion surrounding this audit request can be resolved.

AR NO. 4

The Company did not provide a copy of all bills sent to customers in 2020 and 2021 (AR No. 4).

The company did not retain duplicates of the billing letters that were sent to customers for the years 2020 and 2021.

The company did provide to Staff account balances for each customer for the requested years. The company has also provided templates or formats for statements and invoices that would have been employed by the company for the requested years. The company would

represent that the charges that were made by the company for the requested years would have been as follows:

- (1) \$280 for each connection; (2) \$200 connection fee; (3) \$1100 for unauthorized connection fee; and (4) late fees in the amount of 12% per annum.

The company would reiterate as stated at the time of the public hearing that the company has never disconnected any customer for nonpayment.

The allegations of overcharging center around the relative legal positions of the company and the Staff regarding “connections, cross connections, and the diversion of water from one lot to another lot”. These differences can only be resolved through a candid frank discussion between the legal representatives of the Staff and of the company. In order to resolve these disputes certain records, plans, and plats have to be reviewed for a baseline of facts and data. As to context, Dorothy McCarty and McCarty Management was not responsible for the billing practices of the company in 2010.

In 2011 the billing format utilized by the company was approved by Chris Hecht. The company was subject to audits in 2018 and 2019 and there were no issues of billing discrepancies or issues.

AR NO. 7

The Company failed to maintain a customer complaint log as required by Commission Customer Relation's rule 402, IDAPA 31.21.01.402.

At the time of the hearing, the company admitted that it was unaware that it was required to maintain a “complaint log”. The company correctly stated the only “complaints” that they were aware of were addressed in the communication between the IPUC and the company. The company is maintaining a complaint log and will provide such to the Staff.

In context it should be remembered the company has approximately 425 customers. Staff has identified 12 cases of complaint since 2010. It is unreasonable to suggest that 12 complaints is an overabundance of complaints when it is in fact only 0.01% in a twelve year period.

The company has always tried to resolve issues with customers and does not summarily dismiss or ignore complaints.

The company does find it “odd” that when contacted customers who have filed complaints do not express the level of concern as represented by Staff.

It is to be noted a list of known issues or complaints for each of the years requested was provided in the supplement provided to Staff in February of 2023.

AR NO. 9

The Company denied having an accounts receivable aging report.

The company interpreted the request as a request for an aging report and this was provided. Had Staff wanted something different it would have been more precise to have defined the requested information as an accounts receivable record rather than an aging report (which the company’s software interprets as an aging report). Despite these definitional differences a list of what was billed to customers and the balances including interest was provided by the company.

AR NO. 10

The Company did not timely provide bank statements for 2020 and 2021 (AR No. 10).

The company disagrees with the position of the Staff in this matter. In past audits the company has been instructed to redact or whiteout personal information in bank statements. The bank statements provided by the company in January contained and were composed of correct bank statements with redactions. In February, a second submittal of unredacted copies of the same bank statements were provided to Staff.

In actuality due to the question of redactions the bank statements have been submitted to Staff on three separate occasions. The company adamantly maintains that they have complied with audit request number ten.

ISLAND PARK COMPANY'S RESPONSE TO CUSTOMER COMPLAINTS

As indicated above the company has 425 customers and operating under the harsh conditions presented by Island Park Idaho it would seem that the number of complaints relative to the size of the operation is to be credited not seen as a sign of a failure.

To categorically respond to the position of the Staff the Company would provide the following:

- 1) Failing to maintain a complaint log does not automatically translate to a failure to support or respond to any customer complaint. As explained in a previous affidavit, complaints were responded to and were done so in a professional manner.
- 2) It is the company's position the testimony provided at the hearing by two of the customers were embellished, incorrect and not factual.

- 3) Mr. Rumsy stated that he was told to remove his washer, dryer, and dishwasher. This absolutely never happened. The company would never advise a customer to remove a washer, dryer and/or dishwasher. The fact is Ms. McCarty has spoken only one time to Mr. Rumsy when he called requesting information on how to contact Roger Buchanan.
- 4) Mr. Rumsy's call included a conversation where he was seeking to have the company sell him a lower well and requesting that his line be directly connected inside the well, rather than the main line. This request was denied. This exchange is not evidence of "bullying".
- 5) Mr. Rumsy did not disclose to the commissioners that he and his wife were discovered by Buchanan employees not only accessing the well without permission but were also trying to change out valves inside the well.
- 6) Mr. Rumsy told the commission that the wells were never locked. This is not true. The locks were cut off at the well site.
- 7) Mr. Rumsy said the wells are not marked. This is not true. There are signs at the well sites. Another customer of this same subdivision called requesting that he would be able to put up another sign and a camera because he was aware that people were accessing the wells without permission and shutting off the valve to the upper well. Mr. Rumsy was not honest with the commission. His testimony was disheartening as there are several people who know that Mr. Rumsy was testifying in a false manner.
- 8) Staff suggests that relaying the facts late at night in a barrage of texts to the commissioner is unprofessional. The Company disagrees. Had the Company

submitted some of Mrs. Rumsy's texts, the language that was employed would be "shocking" to the commission.

- 9) The Company disagrees that its testimony reflects unprofessionalism in handling customer complaints when it is explained in detail to the commission that the Company was not initiating the barrage of late-night texts, rather demonstrating that the Company was professional in attempting to reply to what had and has become a practice of this particular party to harass the Company.
- 10) It is the opinion of the Company that perhaps Mr. Rumsy's misstatements to the commissioner were an attempt to divert attention from what was actually taking place.
- 11) The Staff has demanded that a refund be provided to a customer who claimed that she had no water service in 2021 and 2022. The refund was given. The refund was personally delivered by the Company to the customer's home in Idaho Falls Idaho. Attached to this Reply is a copy of the two checks issued (Exhibit 1). The customer has not at this time negotiated either check. The Company has requested that the customer contact the Company in the spring so as to check out her service line, as customers on both sides of her property have received water.
- 12) This customer claimed that she was connected to a booster station which was incorrect as she was actually connected to the main line with the wells being operational.
- 13) This situation was previously explained to the customer's grandson who helped transport the pump from the booster station. The two wells operated separately from

the booster station. The booster station was operational immediately after the repair.

The Company did not fail to comply with the Staff order.

- 14) It is alleged the Company has failed to provide safe and reliable water quality. The Company disagrees and copies of results of water sample testing going back to 2017 were provided to the Staff and to the commission.
- 15) As explained at the time of the hearing, the location of the substations and of the initial design of the various water systems were based upon a summer only usage. Given that distribution lines will break and will need to be repaired. Repairs have been completed when discovered.
- 16) Leaks often take time to surface and be discovered and are repaired when those are discovered.
- 17) As explained at the time of the hearing, Island Park does present some vestiges of the “Wild West” wherein contractors without permission often access the wells and turn off the power without the permission of the Company.
- 18) The Company does respond to repairs, broken lines and/or leaks. Attached to this reply is an example of mid-winter repairs undertaken by Buchanan Well Drilling.
- 19) Another example of Company’s response is in regard to the complaint about a spring (suggesting company has done nothing to correct the situation). The suspected spot has been dug up multiple times by the Company and the lines replaced (even though the line does not show any fracture or exposure). The Company installed a temporary pipe to divert water in attempt to dry up the road. There is an ongoing discussion as to determine whether the source of the water is a spring (as the water surfaces above the

position of the waterline). It is the intent of the Company to excavate the site again this spring. To suggest the Company has done nothing is incorrect. In this particular situation, it is understood that the customer of course is unhappy. However, this customer has not made any calls to the Company about this issue.

20) The Company has provided approximately seven years of water testing which blunts any claims of unsafe water.

21) The complaint of the smell of water. There are numerous reasons why a smell may emanate from the water or from the distribution system that have nothing to do with water quality. This issue was discussed at the time of the hearing.

22) The Company provided documents in regard to the restrictive covenants to reflect that the lots are subject to a single connection per these documents. The Company has always maintained that the actuary tables for water permits, and rights are the sole responsibility of the water company. The infrastructure of the systems, the wells capacity, all are relevant to the determination of allocation. Staff incorrectly interprets the water permits and rights. There is simply not enough water within the permits or rights to provide the amount the Staff has determined.

23) There are no curb stops installed at any of the lots that are serviced by the Company. The Company understands that this is the Company's responsibility and also understands what the tariff states. The situation as it exists presently in the subdivision is such that the connection without a curb stop "is the customer's from the point of connection to the main line". The hydrants placed by customers at varying locations on their lots are not curb stops.

- 24) It is the Staffs position that multiple diversions are permitted once a connection to a main line is made, and the customer can then cross-connect at will. It is the understanding of the Company that this is not in accordance with state plumbing code, proper engineering, or with the Health Department as transversing lines could become contaminated with black flow.
- 25) Staff maintains that the Company is not permitted to provide information regarding the water restriction to residential usage on any informational material provided to its customers. It is the Company's position that it revisited this issue with the Idaho Department of Water Resources, and it was confirmed that the Company is correct, and that customers should be informed.
- 26) Staff maintains the Company cannot provide information about the amount of water allocated per connection. The Company's position is that the Idaho Department of Water Resources maintains this is the right of the water company and no other agency can restrict this.
- 27) The Company will scan letters and bills sent out to customers. However, at the present time the Company cannot recreate customer billing that is not contained within its computer system.
- 28) The Company has received multiple calls from satisfied customers who called in support of the water quality and the service provided by the Company and has thanked the Company for its communication with them.
- 29) Staff has argued that water meters are a solution based upon the opinion of a salesperson at a convention. The Company has visited with Scott Bruce/ Falls Water

in Idaho Falls regarding meters. Placement of meters is not feasible for multiple reasons. The reasons are as follows:

- a) The snow depths in Island Park are not conducive to any meters.
- b) The snow depths prevent access to meters.
- c) The meters must be connected to a curb stop. There are no curb stops installed in the subdivisions. As already stated, hydrants are not curb stops. The Company has never installed the service lines. The customers have always installed the service lines.
- d) It is anticipated meters would mostly fail and not work in the weather conditions that exist in Island Park.

30) Water is available in Valley View and water samples have been taken from multiple locations.

31) Mrs. Rumsey's claim that she was not able to go to her cabin for Thanksgiving or for Christmas is unsubstantiated.

32) Staff's position that an entire subdivision was without water for months is incorrect. as explained at the time of the hearing, when the Company became aware of the reported leak Island Park Services was immediately contacted. Only one occupied cabin was affected (with an alternative source of water via another connection in the interim).

Another cabin only occasionally has visitors, and they did not intend to

be there at the time of the water shut off and when the repair was completed.

- 33) The Company has explained on several occasions that access into the Valley View upper road is problematic during the winter. If a leak occurs during winter, sometimes it is impossible for a construction crew (with equipment) to access the leak site until the snow melts.
- 34) The boiler advisory remains in effect, and it does not mean water is unavailable. It is recognized that the subdivision is out of compliance. This issue cannot be resolved until the snow melts, and this does not mean that water is not being provided.
- 35) The well pressure readings indicate that the Valley View leak is possibly not in our main line as well pressure did not drop upon observation. Mr. Buchanan testified regarding the Valley View wells and the pressure being observed. Evidently Mr. Buchanan's testimony is being ignored.
- 36) A customer snow machined into his cabin in Valley View to remove the snow load from his roof and took water samples for the Company. The water tested "absent".
- 37) The Company cannot lift the boil advisory without access and a resolution of issues. Two additional water samples have been submitted and they are both absent. These water tests do not allow the Company to remove the boil advisory.

- 38) The claim that customers are not being notified is inaccurate, notices were posted, and the media were alerted. Text messages were sent to the numbers available, and every customer was mailed the boil advisory. No return mail has come to the Company. The Company did everything possible to notify the public and continues to do so.
- 39) The Herring well is not owned by the Island Park Water Company. Attached to this reply is a title company guarantee showing that the owner of the well site is Valley View Ranch Incorporated, an inactive company (Exhibit 2). The same well site is being claimed by Henry Lake Station LLC, an Idaho Limited Liability Company. Steps are being undertaken to “cure” the ownership of the well site.
- 40) Valley View’s Henrys Lake gas station café is subject to another public water system. This public water system has been in existence since the mid-1980s.
- 41) As stated in the hearing the Herring well or well number three is not connected to the Company's water conveyance system for Valley View.
- 42) Until the ownership issue has been resolved the Company has no control over well number three.
- 43) The Company has hired a person to respond to inquiries and questions to the Idaho Department of Environmental Quality.

44) It is recognized that there is a personality problem and a working relationship problem between the Company and Kelsey Carter.

45) The Company is concerned about complying with regulations. Ms. McCarty recently attended an all-day seminar provided by IDEQ to water purveyors regarding lead and copper compliance with EPA.

BILLING CUSTOMERS

This issue as stated above is a question of the meaning of water connections and whether there are multiple lots in question or one lot¹. (See attached, Deeds reflecting two lots – Exhibit 3). There seems to be legal questions as to the diversion of water. Only further investigation will uncover the reality of the situation.

Also involved is the legal issue of the water rights that have been given to the Company and the Company's own internal ability to distribute water for particular usages. The legal question must be asked: if the water right and the internal documents of the Company dictate water distribution, for certain purposes and usages, what is the recourse and what is the remedy if usages are not being made for designated purposes?

There is also the question of how many service lines are connected to the main line in the situation where certain buildings in question were built at different times.

¹ In the Shotgun Village situation, the lots in question were historically two separate lots (see attached). The lots are now combined for taxation purposes.

PROVIDING SAFE AND RELIABLE SERVICE

The Company would respond by saying that this answer was supplied at the time of the hearing and above in its answers to other queries. As already stated above water distribution and service has been interrupted; but, for a matter of days not months. Leaks are attended to as soon as it is humanly possible to do so. Advisories are made and testing has always been ongoing and consistent.

The open question of well number three in Valley View is a legal quandary that can be and will be solved through legal action. In regard to well number three or the Herring well, a determination has to be made as to where the connections are and to where and how the water is being distributed.

The Company is committed to resolving the problem with the IDEQ in regard to the notices of disapproval.

RETALIATION AGAINST CUSTOMERS

The allegations in regard to Ms. McCarty at the time of the customer hearing is indicative of where the Staff and Ms. McCarty are in their relative positions with each other.

As stated above the Company has never disconnected anyone's water service during the time that McCarty Management has administered the water system. Ms. McCarty has routinely reduced bills to alleviate confrontation between the Company and its customers.

It would appear that Staff is upset with Ms. McCarty in as much as she has legal questions in regard to the ownership of well number three, concerns about water usages given the permitted usages of her water permits and of her own internal documents, which dictate what usages can be utilized by the Company in its distribution of water.

The legal questions will resolve after investigation is made as to actual connections and distribution in regard to the one instance of overcharging, and in regard to the question of where the water goes from well number three.

What company would want to intimidate its customers when it has not asked for a rate increase since 2008?

IDWR and IDEQ

The Company understands and maintains that it will comply with regulations from both of these agencies and will work to remove the notices of disapproval for the seven subdivisions listed and identified.

COMPANY FINANCES

There is no question that the Company needs to apply for a rate change. The Company offers no argument in this regard. Investigation in regard to a rate increase application would mean the expenditure of between \$25,000 to \$50,000 in attorney's fees and costs.

Ms. McCarty has also entered discussions in regard to the sale of the Company and understands that any sale has to be approved by the Commission. As one might expect no one is offering a "purchase price" for the purchase of the company.

The Company has requested that it be allowed to talk to Mr. Terry directly and has voluntarily supplied copies of bank statements for 2022 without a request and has given access to company online accounting to Mr. Terry. All of the loans to the Company by Ms. McCarty are unsecured. There are no mortgage deeds of trust or instruments of security.

CONCLUSION

As stated at the time of the hearing, Ms. McCarty remains dedicated to working with and cooperating with Staff to answer the questions posed by the Commission and by the Staff. In some instances, it is impossible for her to answer since her computer archives do not provide the information requested. In other instances, Ms. McCarty at the inception of the audit, either misunderstood or misinterpreted the point of the question or requests posed by Staff. If allowed the opportunity to directly communicate with Mr. Terry, it is believed that many of the points of confusion that have arisen in the past will be alleviated and resolved. Ms. McCarty is also dedicated to the purpose of providing safe and reliable water service to her customers. She has added Staff to her company in order to specifically address the cited deficiencies and shortfalls of the Company.

As already stated, and discussed in this reply, Ms. McCarty also faces legal issues that have to be resolved in regard to water connections and well ownership. As she stated at the time of the hearing, she is willing to work through those problems and concerns and reach a solution.

The connection question is also allied to the usage question which also has to be resolved by an amendment of the Company's internal operating documents and by a methodology for allocation among the usages of the Company's customers.

There is no question that the Company is in need of a rate increase which carries a price tag of least \$25,000. Another option is to sell the Company (with commission approval) at a tremendous loss.

As explained at the time of the hearing, and in Ms. McCarty's affidavits, Ms. McCarty faced several serious personal challenges at the exact moment that the Staff required answers.

Ms. McCarty due to multiple medical conditions and problems and the loss of her longtime accountant and due to her being confused and misinterpreting as stated above as to the point of some of the audit requests did not answer all the Staff's inquiries with dispatch. Ms. McCarty understands that her service is a regulated service, and she must answer when the Staff has questions and points of inquiry.

The statutory basis for penalties is failure, omission, or neglect. Ms. McCarty and the Company would respectfully request that the commission waive any penalties in this situation in as much as there was no intent on the part of Ms. McCarty or of the Company to misrepresent or sandbag the Staff. Sometimes, events of life, overtake or overwhelm a person at a moment in time and that person needs an extension or a space of time in order to recover and to regain their orientation. This is such a case. Ms. McCarty stands ready, willing, and able to directly communicate with Mr. Terry and has retained additional Company staff to assist the Company in order to resolve the problems indicated by IDEQ and by Staff

Dated: May 3, 2023

HAWLEY TROXELL ENNIS & HAWLEY LLP

By 
Marvin M. Smith, ISB No. 2236
Attorney for Island Park Water Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I caused to be served a true copy of the foregoing COMPANY'S REPLY TO POST-HEARING RESPONSE TO THE COMPANY'S AFFIDAVITS by the method indicated below, and addressed to each of the following:

Attorney for Commission Staff

Claire Sharp
Deputy Attorney General
State General Counsel & Fair Hearings Division
Public Utilities Commission
11331 W. Chinden Blvd., Building 8, Suite 201-A
Boise, ID 83714
Email: claire.sharp@puc.idaho.gov

- U.S. Mail, Postage Prepaid
- Hand Delivered
- Overnight Mail
- E-mail
- Facsimile
- iCourt

Dated: May 3, 2023



Marvin M. Smith, ISB No. 2236

EXHIBIT 1

ISLAND PARK WATER CO., INC.
IDAHO FALLS, ID 83403-2521

The Bank of
Commerce

DOWNTOWN OFFICE
P.O. BOX 1987
IDAHO FALLS, IDAHO 83403

3046

92-41/1241

DATE Feb. 24, 2023

CHECK AMOUNT

PAY TO THE ORDER OF

Carme Martin

DOLLARS \$ 280.00

Two hundred eighty & no/100

Refunded based upon claim
for year water available 2022
5151 Valley Dr. Island Park ID

Wendy McVey

⑆003046⑆ ⑆1241004⑆ ⑆12 0206159 6⑆

Photo
Safe
Deposit
Check
Return

ISLAND PARK WATER CO., INC.
IDAHO FALLS, ID 83402-2521

455 Construction Commerce

DOWNTOWN OFFICE
P.O. BOX 1987
IDAHO FALLS, IDAHO 83403

3045

92-41/1241

DATE Feb. 24, 2023

CHECK AMOUNT

PAY TO THE ORDER OF

Carme Martin

DOLLARS \$ 280.00

Two hundred eighty & no/100

Refunded based upon claim
for year water available 2021
5151 Valley Dr. Island Park ID

Wendy McVey

⑆003046⑆ ⑆1241004⑆ ⑆12 0206159 6⑆

Photo
Safe
Deposit
Check
Return

 COPY

EXHIBIT 2



OLD REPUBLIC

Vesting Guarantee SCHEDULE A

ORDER NO.: 636160

LIABILITY: \$1,000.00

FEE: \$0.00

GUARANTEE NO. SG-8015768

1. Name of Assured: Hawley, Troxell, Ennis & Hawley, LLP
2. Date of Guarantee: 13th day of April, 2023 at 7:30 A.M.

The assurances referred to on the face page hereof are:

That, according to the Company's property records relative to the following described land (but without examination of those Company records maintained and indexed by name):

See Attached Exhibit 'A'

- A. The public records purport that only the hereafter named parties appear to have an interest affecting the land necessitating their execution of the named proposed plat or map:

Island Park Water Company, Inc., as to Parcel 1, 2 and 3 and
Valley View Ranch Inc. as to Parcel 4

- B. According to the public records, the following documents purport to affect the described land:

1. General Taxes for the year 2022 a Lien, the first half is paid and the second half is now due and payable.
Parcel No.: RPI0209001016A
In the original amount of: \$108.32
(Parcel 1)
2. General Taxes for the year 2022 a Lien, the first half is paid and the second half is now due and payable.
Parcel No.: RP0020900982A0
In the original amount of: \$14.08
(Parcel 2)

3. General Taxes for the year 2022 a Lien, the first half is paid and the second half is now due and payable.
Parcel No.: RP0020900881C0
In the original amount of: \$162.30
(Parcel 3)
4. General Taxes for the year 2022 a Lien, the first half is paid and the second half is now due and payable.
Parcel No.: RPI0290010210
In the original amount of: \$18.24
(Parcel 4)
5. Taxes, including any assessments collected therewith, for the year 2023 which are a lien not yet due and payable.
6. Liens, levies and assessments of the Island Park Water Company.
7. Liens, levies and assessments of the Fremont County.
8. Liens, levies and assessments of the Fall River Rural Electric Cooperative, Inc., an Idaho Rural Electric Cooperative, together with rights, powers and easements of said cooperative.
9. Easements, reservations, notes and/or dedications as shown on the official plat of Valley View Ranch Subdivision, Division No. 1.
10. Terms, provisions, covenants, conditions, definitions, options, obligations and restrictions, contained in a document
Purpose: Water Agreement
Recorded: August 1, 1989
Instrument No.: 411015
(Tract 3)

11. The interest, if any, of the grantee in the deed referenced below at the date of said deed the grantor therein had no record interest in said land and has not since acquired any.
Grantor: Valley View Rental & Sales, L.L.C., a Utah limited liability company, and Wendell Winegar and Elaine Winegar, husband and wife.
Grantee: Henry Lake Station LLC, an Idaho limited liability company.
Recorded: December 28, 2020.
Instrument/File No. 583994.
(Parcel 4)

No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Countersigned:

Corrinna Schnepf

Authorized Officer or Agent

Exhibit 'A'

Parcel 1

Lot 16A, in Block 1 of Valley View Ranch Subdivision, Division No. 1, Fremont County, Idaho as per the recorded plat recorded April 12, 1976 as Instrument No. 342986.

Parcel 2

Lot 81C in Block 8 of Valley View Ranch Subdivision Division No. 1, Fremont County, Idaho as per the recorded plat recorded April 12, 1976 as Instrument No. 342986.

Parcel 3

Lot 82A in Block 9 of Valley View Ranch Subdivision Division No. 1, Fremont County, Idaho as per the recorded plat recorded April 12, 1976 as Instrument No, 342986.

Parcel 4

Lot 21 in Block 1 of Valley View Ranch Subdivision Division No. 1, Fremont County, Idaho, as per the recorded plat recorded April 12, 1976 as Instrument No. 342986.

EXHIBIT 3

CORPORATION WARRANTY DEED

THIS INDENTURE, Made the 19TH day of NOVEMBER 19...84

between

SHOTGUN VILLAGE ESTATES INC.

a corporation duly organized and existing under the laws of the State of IDAHO
and having its principal office in Idaho at 470 PARK AVE, IDAHO FALLS In the County of
BONNEVILLE, Seller, and

ORVILLE A. JENSEN AND IRMA JENSEN, HIS WIFE
of P.O. BOX 19, County of FREMONT, State of
ISLAND PARK IDAHO Buyer,

WITNESSETH, That Seller having been hereunto duly authorized by resolution of its Board of
Directors, for and in consideration of the sum of

TEN AND NO/00----- DOLLARS,

lawful money of the United States of America, to it in hand paid by Buyer, the receipt whereof is
hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell,
convey and confirm unto Buyer, and to THEIR heirs and assigns forever, all the following described
real estate situated in SHOTGUN VILLAGE, County of FREMONT, State of Idaho, to-wit:

LOT 1, BLOCK 14, SHOTGUN VILLAGE ESTATES SUBDIVISION #4

ALSO MADE SUBJECT TO THE RECORDED PLAT AND RESTRICTIVE
COVENANTS, FREMONT COUNTY, IDAHO

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto
belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders,
rents, issues and profits thereof, and all estate right, title and interest in and to the said property, as
well in law as in equity, of Seller.

TO HAVE AND TO HOLD, All and singular, the above mentioned and described premises,
together with the appurtenances, unto Buyer, and to THEIR heirs and assigns forever.
And the Seller, and its successors, the said premises in the quiet and peaceable possession of the Buyer

heirs and assigns against Seller, and its successors, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The Seller has caused its corporate name to be hereto subscribed by its President and its corporate seal to be affixed by its Secretary in pursuance to said resolution the day and year first above written.

(SEAL)

J. Edwin Strobel
By _____
Its _____ President.
Attest _____
Its _____ Secretary.

No. 389205

CORPORATION WARRANTY DEED

TO
Orville A. and Irma H. Jensen
Box 19, Island Park, Id. 83429

Dated *Nov 17*, 19 *84*

STATE OF IDAHO } ss.
County of _____

I hereby certify that this instrument was filed for record at request of *Orville A. Jensen* at *38* minutes past *10* o'clock *A* M., this *17* day of *Dec.*, A.D. 19 *84* in my office, and duly recorded in Book _____ of _____ at page _____

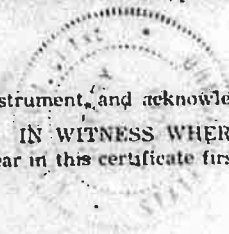
By *Betty J. Rice* Ex-Officio Recorder. Deputy
Belen Allen Fees, \$ *4.00*

Mail to *Orville A. Jensen*
Box 19, Island Park, Id. 83429

STATE OF IDAHO } ss.
County of *BONNEVILLE*
On this *19TH* day of *NOVEMBER* 19 *84*, before me
THE UNDERSIGNED _____ a Notary Public
in and for said State, personally appeared *J. EDWIN STROBEL*

known to me to be the *PRESIDENT* of the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

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



Walter Payne
Notary Public residing at *IDAHO FALLS*, Idaho

CORPORATION WARRANTY DEED

THIS INDENTURE, Made the 17TH day of AUGUST 1985

between

SHOTGUN VILLAGE ESTATES INC.

a corporation duly organized and existing under the laws of the State of IDAHO

and having its principal office in Idaho at 470 PARK AVENUE in the County of

BOONEVILLE, Seller, and

ORVILLE A. JENSEN AND IRMA H. JENSEN, HIS WIFE

of P.O. BOX 19, ISLAND PARK, County of FREMONT, State of

IDAHO Buyer.

WITNESSETH, That Seller having been hereunto duly authorized by resolution of its Board of Directors, for and in consideration of the sum of

TEN AND NO/100 DOLLARS,

lawful money of the United States of America, to it in hand paid by Buyer, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto Buyer, and to THEIR heirs and assigns forever, all the following described real estate situated in SHOTGUN VILLAGE, County of FREMONT, State of Idaho, to-wit:

LOT 2, BLOCK 14
SHOTGUN VILLAGE ESTATES SUBDIVISION #4

ALSO MADE SUBJECT TO THE RECORDED PLAT

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate right, title and interest in and to the said property, as well in law as in equity, of Seller.

TO HAVE AND TO HOLD, All and singular, the above mentioned and described premises, together with the appurtenances, unto Buyer, and to THEIR heirs and assigns forever. And the Seller, and its successors, the said premises in the quiet and peaceable possession of the Buyer

heirs and assigns against Seller, and its successors, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The Seller has caused its corporate name to be hereto subscribed by its President and its corporate seal to be affixed by its Secretary in pursuance to said resolution the day and year first above written.

(SEAL)

J. Edwin Strobel
By J. EDWIN STROBEL

Its President.

Attest

Its Secretary.

No. 392571

CORPORATION WARRANTY DEED

TO

Dated _____, 19 _____

STATE OF IDAHO } ss.
County of *Jernick*

I hereby certify that this instrument was filed for record at request of *Charles A. Jensen* at *52* minutes past *20th* day of *August*, A.D. 19 *85* in my office, and duly recorded in Book _____ of _____ at page _____

By *Betty J. Hill* Ex-Officio Recorder.
Belen Hill Deputy

Fees, \$ *4.00*
Mail to *Orville A. Jensen*, P.O. Box 19, Island Park, Id. 83427

STATE OF IDAHO } ss.

County of *BONNEVILLE*
On this *17th* day of *AUGUST*

19 *85* before me
a Notary Public

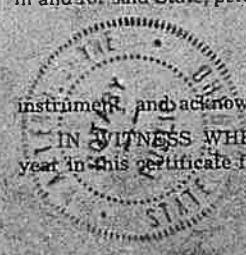
THE UNDERSIGNED

in and for said State, personally appeared *J. EDWIN STROBEL*

PRESIDENT

known to me to be the _____ of the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

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



Walter J. Coyne
Notary Public residing at *Idaho Falls*, Idaho

WALTER J. COYNE, Notary Public
My Commission Expires 4-25-91

433068

31327
First American Title Company

21 Day Sept 19 94
12:50 O'clock P.M.
MICKIE FUNKE
FREMONT CO RECORDER
Fee \$ 9- Deputy

WARRANTY DEED

Recorded At Request of
~~First American Title Company~~

THIS INDENTURE is made this 20th day of September, 1994, by **ROGER CAMERON** and **KAREN CAMERON**, husband and wife, the "Grantor", and **PAMELA PARKINSON**, a single woman, whose mailing address is Box 528, Island Park, Idaho, 83429, the "Grantee".

WITNESSETH:

That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee, and to the Grantee's heirs and assigns forever, all of the following described property in the County of Fremont, State of Idaho, to-wit:

PARCEL NO. 1:

Lot 1, Block 14 of Shotgun Village Estates Subdivision, Division No. 4, Fremont County, Idaho, as per the recorded plat thereof.

PARCEL NO. 2:

Commencing at the SW Corner of Lot 2, Block 14 of Shotgun Village Estates Subdivision, Division No. 4, Fremont County, Idaho, as per the recorded plat thereof and running thence North 77°26'06" East 27 feet; thence North 12°33'54" West to the North boundary of such Lot 2; thence South 77°26'06" West along the North boundary of such Lot 2 to the NW Corner of such Lot 2; thence South 13°13'56" East along the West boundary of such Lot 2 to the POINT OF BEGINNING.

EASEMENT:

Together with a non-exclusive easement for ingress and egress over and across the following described property:

Commencing at the SW Corner of Lot 2, Block 14 of Shotgun Estates Subdivision, Division No. 4, Fremont County, Idaho, as

per the recorded plat thereof, and running thence North 77°26'06" East 27 feet to the TRUE POINT OF BEGINNING; thence North 77°26'06" East 12 feet; thence North 12°33'54" West 132 feet; thence South 77°26'06" West to the East boundary of the above described Parcel No. 2; thence South 13°13'56" East along the East boundary of the above described Parcel No. 2 to the TRUE POINT OF BEGINNING.

The above-described Parcels No. 1 and No. 2 and Easement are subject to the following:

1. Easements on the recorded plat of said subdivision.
2. Covenants, Conditions and Restrictions recorded as Instrument No. 322872 and Amended per Instrument No. 378030.
3. All existing easements or claims of easements, patent reservations, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, rents, issues and profits therefrom; and all estate, right, title and interest in and to the property, as well in law as in equity, of the Grantor.

TO HAVE AND TO HOLD the premises and the appurtenances unto the Grantee, and to the Grantee's heirs and assigns forever. The Grantor and the Grantor's heirs shall warrant and defend the premises in the quiet and peaceable possession of the Grantee and the Grantee's heirs and assigns, against the Grantor and the Grantor's heirs, and against every person whomsoever who lawfully holds (or who later lawfully claims to have held) rights in the premises as of the date hereof.

In construing this Warranty Deed and where the context so requires, the singular includes the plural.

433061

IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

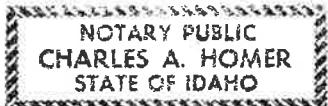
Roger Cameron
Roger Cameron, Grantor

Karen Cameron
Karen Cameron, Grantor

STATE OF IDAHO)
)ss.
County of Bonneville)

On the 20th day of September, in the year of 1994, before me, the undersigned, a notary public, in and for said State, personally appeared **ROGER CAMERON** and **KAREN CAMERON**, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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



(seal)

Residing at Idaho Falls, Idaho
My Commission Expires Dec. 6, 1998

Charles A. Homer
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12/6/98

G:\WPDA7A\C\JF2440\CMR20915 WD.rtf

WARRANTY DEED

THIS INDENTURE is made this 9th day of February by ROGER CAMERON and KAREN CAMERON, husband and wife, the "Grantor", and Kingston Properties, Limited Partnership, whose mailing address 477 Shoup Ave, Idaho Falls, Idaho 83402, the "Grantee".

WITNESSETH:

That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee, and to the Grantee's heirs and assigns forever, all of the following described property in the County of Fremont, State of Idaho, to-wit:

PARCEL NO. 1:

Lot 1, Block 14 of Shotgun Village Estates Subdivision, Division No. 4, Fremont County, Idaho, as per the recorded plat thereof.

PARCEL NO. 2:

Commencing at the SW Comer of Lot 2, Block 14 of Shotgun Village Estates Subdivision. Division No. 4. Fremont County, Idaho, as per the recorded plat thereof and running thence North 77°26'06" East 27 feet; thence North 12°33'54" West to the North boundary of such Lot 2; thence South 77°26'06" West along the North boundary of such Lot 2 to the NW Comer of such Lot 2; thence South 13°13'56" East along the West boundary of such Lot 2 to the POINT OF BEGINNING.

EASEMENT:

Together with a non-exclusive easement for ingress and egress over and across the following described property:

Commencing at the SW Comer of Lot 2, Block 14 of Shotgun Estates Subdivision, Division No. 4, Fremont County, Idaho, as

450131

Microfilm No. _____
Day _____ 19__
At _____ O'clock _____ M

MICKIE FUNKE
FREMONT CO. RECORDER
Fee \$ _____ Deputy

Presented At Request of
Kingston Properties

per the recorded plat thereof, and running thence North 77°26'06" East 27 feet to the TRUE POINT OF BEGINNING; thence North 77°26'06" East 12 feet; thence North 12°33'54" West 132 feet; thence South 77°26'06" West to the East boundary of the above described Parcel No. 2; thence South 13°13'56" East along the East boundary of the above described Parcel No. 2 to the TRUE POINT OF BEGINNING.

The above-described Parcels No. 1 and No. 2 and Easement are subject to the following:

1. Easements on the recorded plat of said subdivision.
2. Covenants, Conditions and Restrictions recorded as Instrument No. 322872 and Amended per Instrument No. 378030.
3. All existing easements or claims of easements, patent reservations, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, rents, issues and profits therefrom; and all estate, right, title and interest in and to the property, as well in law as in equity, of the Grantor.

TO HAVE AND TO HOLD the premises and the appurtenances unto the Grantee, and to the Grantee's heirs and assigns forever. The Grantor and the Grantor's heirs shall warrant and defend the premises in the quiet and peaceable possession of the Grantee and the Grantee's heirs and assigns, against the Grantor and the Grantor's heirs, and against every person whomssoever who lawfully holds (or who later lawfully claims to have held) rights in the premises as of the date hereof.

In construing this Warranty Deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

Roger Cameron
Roger Cameron, Grantor
Karen Cameron
Karen Cameron, Grantor

STATE OF IDAHO)
)Ss.
County of Fremont)

On the 3rd day of February, in the year of 1998, before me, the undersigned, a notary public, in and for said State, personally appeared **ROGER CAMERON** and **KAREN CAMERON**, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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



Blaine Burns
Notary Public for Idaho
Residing at Island Park, Idaho
My Commission Expires: 4-27-2002

Instrument No. 568951
13 Day Jun 2018
At 04 O'Clock 11 M
ABBIE MACE
FREMONT CO RECORDER
Fee \$15.00
EL Deputy
Recorded at Request of
Alliance Title - Rexburg Office

WARRANTY DEED

Alliance Title & Escrow Corp. Order No. 395233

FOR VALUE RECEIVED

Kingston Properties, Limited Partnership

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Ridge Cap Investments, LLC, an Idaho Limited Liability Company

whose current address is

**PO Box 573
Island Park, ID 83429**

the grantee(s), the following described premises, in Fremont County, Idaho, TO WIT:

Parcel 1:

Lot 1, Block 14 of Shotgun Village Estates Subdivision, Division No. 4, Fremont County, Idaho, as per the recorded plat thereof.

Parcel 2:

Commencing at the Southwest Corner of Lot 2, Block 14 of Shotgun Village Estates Subdivision Division No. 4, Fremont County, Idaho, as per the recorded plat thereof and running thence North 77°26'06" East 27 feet; thence North 12°33'54" West to the North boundary of such Lot 2; thence South 77°26'06" West along the North boundary of such Lot 2 to the Northwest Corner of such Lot 2; thence South 13°13'56" East along the West boundary of such Lot 2 to the Point of Beginning.

Parcel 3:

Easement for the benefit of Parcels 1 and 2 as created by instrument recorded February 10, 1998, as Instrument No. 450131 for ingress and egress over and across the land described as follows:

Together with a non-exclusive easement for ingress and egress over and across the following described property:

Commencing at the Southwest Corner of Lot 2, Block 14 of Shotgun Estates Subdivision, Division No. 4, Fremont County, Idaho, as per the recorded plat thereof, and running thence North 77°26'06" East 27 feet to the TRUE POINT OF BEGINNING; thence North 77°26'06" East 12 feet; thence North 12°33'54" West 132 feet; thence South 77°26'06" West to the East boundary of the above described Parcel No. 2; thence South 13°13'56" East along the East boundary of the above described Parcel No. 2 to the TRUE POINT OF BEGINNING.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.



And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: June 6, 2018

Kingston Properties, Limited Partnership

By: DK Enterprises, Inc.
Kingston Properties LP
Shane Kingston
By:

State of ID) ss.
County of Fremont)

On this 6 day of June, in the year 2018, before me, Christy Beasley, a Notary Public in and for said state, personally appeared Shane Kingston known or identified to me to be the partner(s) that executed the foregoing instrument, and acknowledged to me that she executed the same in said Partnership name.

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

Christy Beasley
Notary Public for the State of Id PropertyStateLongName_1
Residing at: Boonville
Commission Expires: 6/20/2020

