

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

AUG 15 2012

Department of Water Resources
Eastern Region

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
29-4293	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: American Motel, LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Idaho Mutual Trust, LLC
Name of each new owner as listed on the conveyance document
- New owner continued ☐ Name connector ☐ and ☐ or ☐ and/or
- Mailing address
12594 W. Explorer Drive, Suite 100 IO 83713
City State ZIP
(208) 287-3000 mhendrichs@idahomutualtrust.com
Telephone Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: June 17, 2012
6. This form must be signed and submitted with the following **REQUIRED** items:
- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed. Recorded Deed
 - Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
 - Filing fee (see instructions for further explanation):
 - ☒ \$25 per undivided water right.
 - ☐ \$100 per split water right.
 - ☐ No fee is required for pending adjudication claims.

7. Signature: [Signature] 1 Sr. Vice President 8/10/12
Signature of new owner/claimant Title, if applicable Date

Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by [Signature] Date 8/15/2012 Receipt No. E037903 Receipt Amt. \$25. -
Approved by [Signature] Processed by [Signature] Date 8/27/2012

Idaho Department of Water Resources

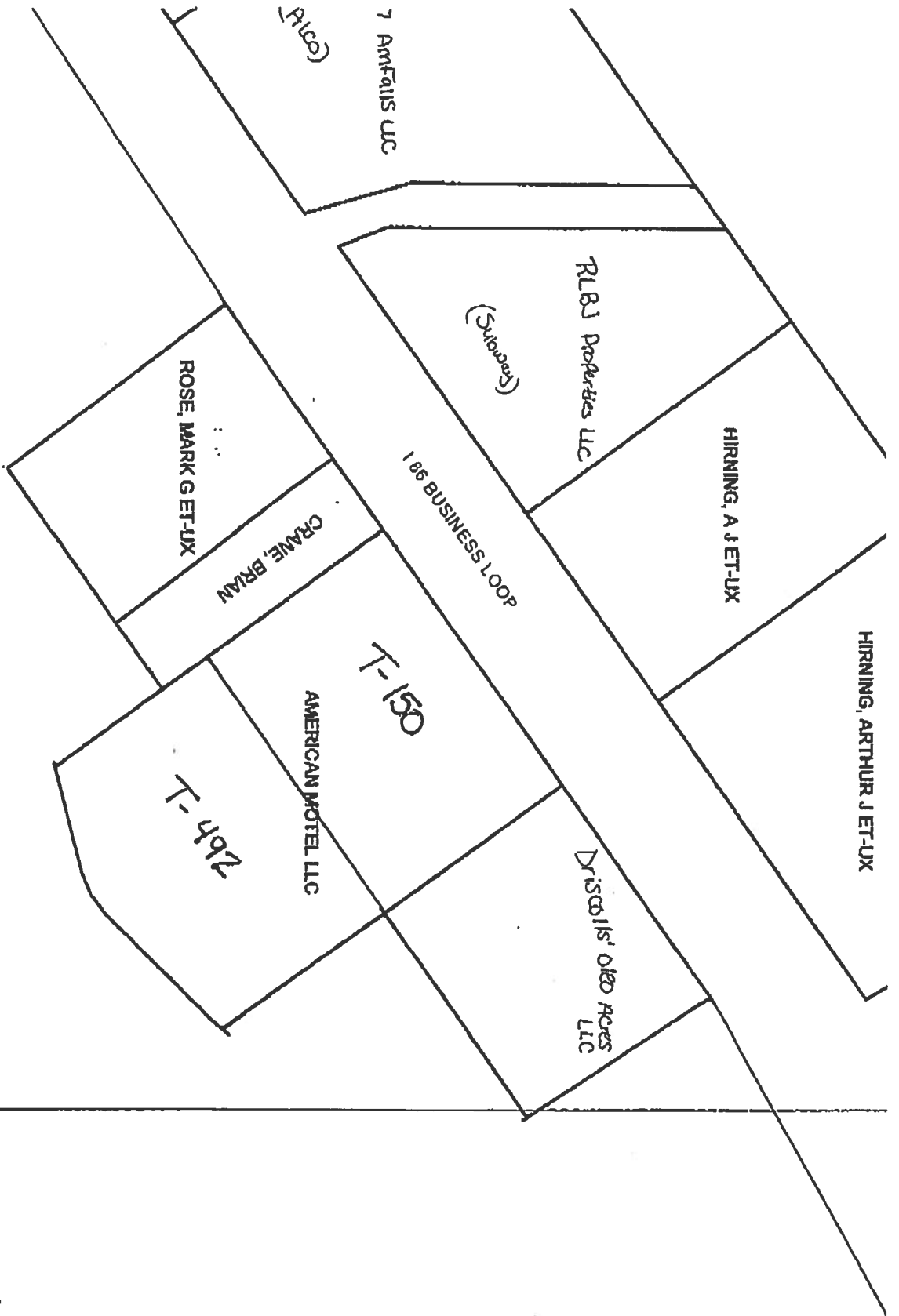
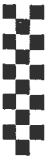
Layout Created By:

Jonie Barg

Date:

August 21, 2012





1208-639-8169

Attn:
Michael
Hendricks

Instrument # 202454

POWER COUNTY, IDAHO

06-16-2012 12:43:40 PM No. of Pages: 6

Recorded for: ALLIANCE TITLE - POCATELLO OFF

CHRISTINE STEINLICHT Fee: \$22.00

Ex-Officio Recorder Deputy: Jennifer Rupp

Electronically Recorded by Simplifile

Recording requested by
and when recorded return to:

IDAHO MUTUAL TRUST,
LLC
12594 W. EXPLORER
DRIVE, SUITE 100
BOISE, ID 83713

127407

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

WARRANTY DEED IN LIEU OF FORECLOSURE

For Value Received, American Motel, LLC, an Idaho limited liability company ("Grantors"), does hereby grant, bargain, sell and convey to Idaho Mutual Trust, LLC, a Delaware limited liability company ("Grantee"), whose address is 12594 W. Explorer Drive, Suite 100, Boise, Idaho 83713, the following described real property in Boise County, Idaho:

SEE EXHIBIT A;

By this Deed, Grantees, their successors and assigns forever, shall have and hold the said premises, together with their appurtenances. Additionally, Grantors covenant to and with Grantee that Grantors are the owner in fee simple of said premises, that they are free from all encumbrances, and that Grantors will warrant and defend the same from all lawful claims whatsoever.

This Deed is an absolute conveyance of title, in effect as well as in form and is not intended as a mortgage, trust conveyance, or security of any kind. The consideration therefor is the partial satisfaction of the indebtedness heretofore secured by that certain Deed of Trust made and executed by Grantors in favor of Alliance Title and Escrow Corporation, as Trustee, for the benefit of Grantee, as beneficiary, dated the 14th day of December, 2006, recorded the 15th of December, 2006 as Instrument No. 190697, records of Power County, State of Idaho. This Deed satisfies said Deed of Trust and partially satisfies all debts, obligations, costs and charges secured thereby, subject to the conditions set forth in that certain Contract for Deed in Lieu of Foreclosure executed by Grantor and Grantees.

Recording requested by
and when recorded return to:

IDAHO MUTUAL TRUST,
LLC
12594 W. EXPLORER
DRIVE, SUITE 100
BOISE, ID 83713

Recorded Electronically	
ID	202454
County	POWELL
Date	6-15-12 Time 1243
Simplifile.com 800.460.5657	

127407

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DATED this 28 day of March, 2012.

"GRANTORS"

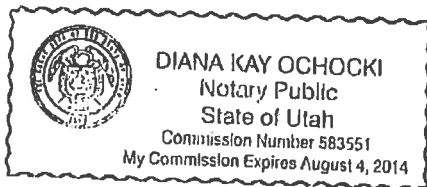
American Motel, LLC, an Idaho limited liability company

By: [Signature]
Aleksandr Galushkin, Member

Utah
STATE OF ~~IDAHO~~)
County of Salt Lake) ss.

On this 28 day of March, 2012, before me, a notary public, personally appeared Aleksandr Galushkin, known or identified to me to be the Members of American Motel, LLC, the limited liability company that executed the within instrument or the person who executed the same on behalf of said limited liability company, and acknowledged to me that said limited liability company executed the same.

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



[Signature]
Notary Public for Idaho Utah
Residing at: 4502 50th Highland Dr Sandy Ut 84092
My Commission Expires: 8-4-14

EXHIBIT A

WARRANTY DEED IN LIEU OF FORECLOSURE

"Property Legal Description"

Parcel 1:

Commencing at USGS Triangulation Station, a brass cap in cement base marked AF Airport 1950, located by existing wind cone at said Airport;
Thence South 54°22'40" West, 4118.4 feet more or less, to the azimuth mark for said station also a brass cap marked the same in top of cement base 1.6 dia, by 1.5 high, for 5½ foot sign post, which is 30.1 feet Northwesterly from front of Sage Brush Café Building and 44.1 feet from new centerline of 80.0 foot access road and is East 564.0 feet;
Thence Southerly 283.0 feet more or less, from the North ¼ corner of Section 28, Township 7 South, Range 31 E.B.M., Power County, Idaho,
Thence South 58°15' West 62.6 feet to a point on the new Southeasterly right of way line of said access road marked with a ¾" by 2' iron stake driven flush, PLACE OF BEGINNING:

Thence South 35°25'30" East 200 feet to an iron stake;
Thence South 56°52' West 250.2 feet to an iron stake;
Thence North 35°25'30" West 190.0 feet to right of way line of road;
Thence North 54°34'30" East along latter 250.0 feet to PLACE OF BEGINNING.
All in Northwest ¼ of Northeast ¼ of said Section 28.

Parcel 2:

A tract of land in the Northwest ¼ NorthEast ¼ Section 28, Township 7 South, Range 31 E.B.M., Power County, Idaho, more particularly described as follows:

Commencing at the USGS Triangulation Station, a brass cap in cement base marked AF Airport 1950, located by existing wind cone at said Airport;
Thence South 54°22'40" West, 4118.4 feet more or less, to the azimuth mark for said station also a brass cap marked the same in top of cement base 1.6 dia, by 1.5 high, for 5½ foot sign post, which is 30.1 feet Northwesterly from front of Sage Brush Cafe Building and 44.1 feet from new centerline of 80.0 foot access road and is East 564.0 feet;
Thence Southerly 283.0 feet more or less, from the North ¼ corner of Section 28, Township 7 South, Range 31 E.B.M.,
Thence South 58°15' West 62.6 feet to a point on the new Southeasterly right of way line of said access road marked with a ¾" by 2' iron stake driven flush;
Thence South 54°34'30" West on the new Southeasterly right of way line of access road 250.00 feet to an iron stake, TRUE POINT OF BEGINNING;
Thence South 54°34'30" West 33.00 feet to an iron stake;
Thence South 35°25'30" East 188.70 feet to an iron stake;
Thence North 56°52' East 33.00 feet to an iron stake;
Thence North 35°25'30" West 190.00 feet, more or less, to the TRUE POINT OF BEGINNING.

Parcel 3:

A tract of land in the Northwest ¼ Northeast ¼ of Section 28, Township 7 South, Range 31 East of the Boise Meridian, Power County, Idaho, described as follows:

**Commencing at the North ¼ corner of said Section 28;
Thence South 0°00'14" East, along the West line of said Northwest ¼ Northeast ¼, 687.55 feet to a point on the Southerly right-of-way of Pocatello Avenue;
Thence North 54°43'33" East, along said right-of-way, 343.62 feet, to the most Westerly corner of a tract of land described in a Deed recorded as Instrument No. 102528 in the Power County Recorder's Office;
Thence South 35°22'11" East, along the Southwesterly line of said tract, 188.14 feet to the most Southerly corner of said tract, the TRUE POINT OF BEGINNING;
Thence North 57°46'52" East, along the Southeasterly line of above mentioned tract, 33.08 feet to the most Southerly corner of a parcel of land described in a Deed recorded as Instrument No. 102963 in the Power County Recorder's Office;
Thence North 56°52'48" East, along the Southeasterly line of said parcel, 249.68 feet to the most Easterly corner of said parcel;
Thence South 35°22'11" East, 182.65 feet to the Northerly right-of-way of the Falls Irrigation District Main Canal East;
Thence South 39°53'38" West, along said canal right-of-way, 17.85 feet;
Thence South 44°46'38" West, along said canal right-of-way, 134.03 feet;
Thence continuing along said canal right-of-way, along a curve to the right, having a radius of 78.24 feet, through a central angle of 30°38'30", for a arc length of 41.84 feet;
Thence South 75°25'08" West, along said canal right-of-way 98.46 feet;
Thence leaving said canal right-of-way, North 35°22'11" West, 182.86 feet to THE TRUE POINT OF BEGINNING.**

EXHIBIT D
"Amended Promissory Note"