

Transfer No. 76544

Receipt No. 035839

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

1. Applicant Information D SCOTT JONES And
 KIMBERLEE JONES
 549 E 300 N
 HYRUM UT 83419
 (435)770-2426

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MAY 24 2010

Department of Water Resources
Eastern RegionWill this transfer result in an ownership change? Yes ☐ No ☒**2. Current Water Right****Part 2 Attached for Each Right**

	Origin/Basis	Rate	Volume	Acre Limit	Total Acres	Source
75-14599	WR/Decreed	0.15			3.0	TWELVEMILE CREEK

3. Purpose of Transfer (Change Proposed)**Part 3A Attached for Each Proposed Right****Part 3B Attached for Each Split Right**

Right	Split	POD	POU	Add POD	Period of Use	Nature of Use
75-14599	NO	NO	NO	YES	NO	NO

Describe the reason for the proposed changes

Adding point of diversion to correct what was missed in the SRBA decree. This is the same as Marvin Hutchings transfer 75604.

4. FOR CHANGES IN NATURE OF USE ONLY

A. Describe the expected quantity of the return flows and location of discharge after the proposed change

B. Describe the effects on other water uses resulting from the proposed change

5. Total Amounts Transferred

	Rate	Acre Limit	Total Acres	Volume
75-14599	0.15 cfs		3.0	
TOTAL	0.15 cfs		3.0	

76544

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in voiding its approval.


(Signature of Applicant)

(Title or Office)


(Signature of Applicant)

(Title or Office)

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

Current Water Right No. 75-14599

Priority Date: March 14, 1889

Origin: Water Right

Basis: Decreed

Status: Active

Source: TWELVEMILE CREEK

Tributary: SALMON RIVER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	04/01 10/31	0.15 CFS		
Total Diversion		0.15 CFS		

Source and Point(s) of Diversion:

TWELVEMILE CREEK L3 (NENENW) Sec. 1 Twp 19N Rge 21E LEMHI County

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
20N 21E 36											3.0						3.0
											L 10						

Total Acres: 3

Conditions/Remarks:

1. This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

Documentation of Ownership of the Current Place of Use

Current owner per IDWR records

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?

NO

Describe the effect on the current place of use for this water right if the place of use is changed pursuant to this transfer

None

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use?

NO

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Department of Water Resources
Eastern Region

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Transfer No. 76544
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**IDAHO DEPARTMENT OF WATER RESOURCES
 APPLICATION FOR TRANSFER OF WATER RIGHT
 PART 3A**

Proposed Water Right No. 75-14599

Priority Date: March 14, 1889

Origin: Water Right

Basis: Decreed

Status: Active

Source: TWELVEMILE CREEK
 TWELVEMILE CREEK

Tributary: SALMON RIVER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	04/01 10/31	0.15 CFS		
	Total Diversion	0.15 CFS		

Source and Point(s) of Diversion:

TWELVEMILE CREEK L1 (NENENE) Sec. 1 Twp 19N Rge 21E LEMHI County

TWELVEMILE CREEK L3 (NENENW) Sec. 1 Twp 19N Rge 21E LEMHI County

Describe the proposed diversion system
 Pipeline

PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
20N	21E	36											3.0						3.0
													L 10						

Total Acres: 3

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MAY 24 2010

Department of Water Resources
 Eastern Region

76544

Idaho Department of Water Resources

Water Right



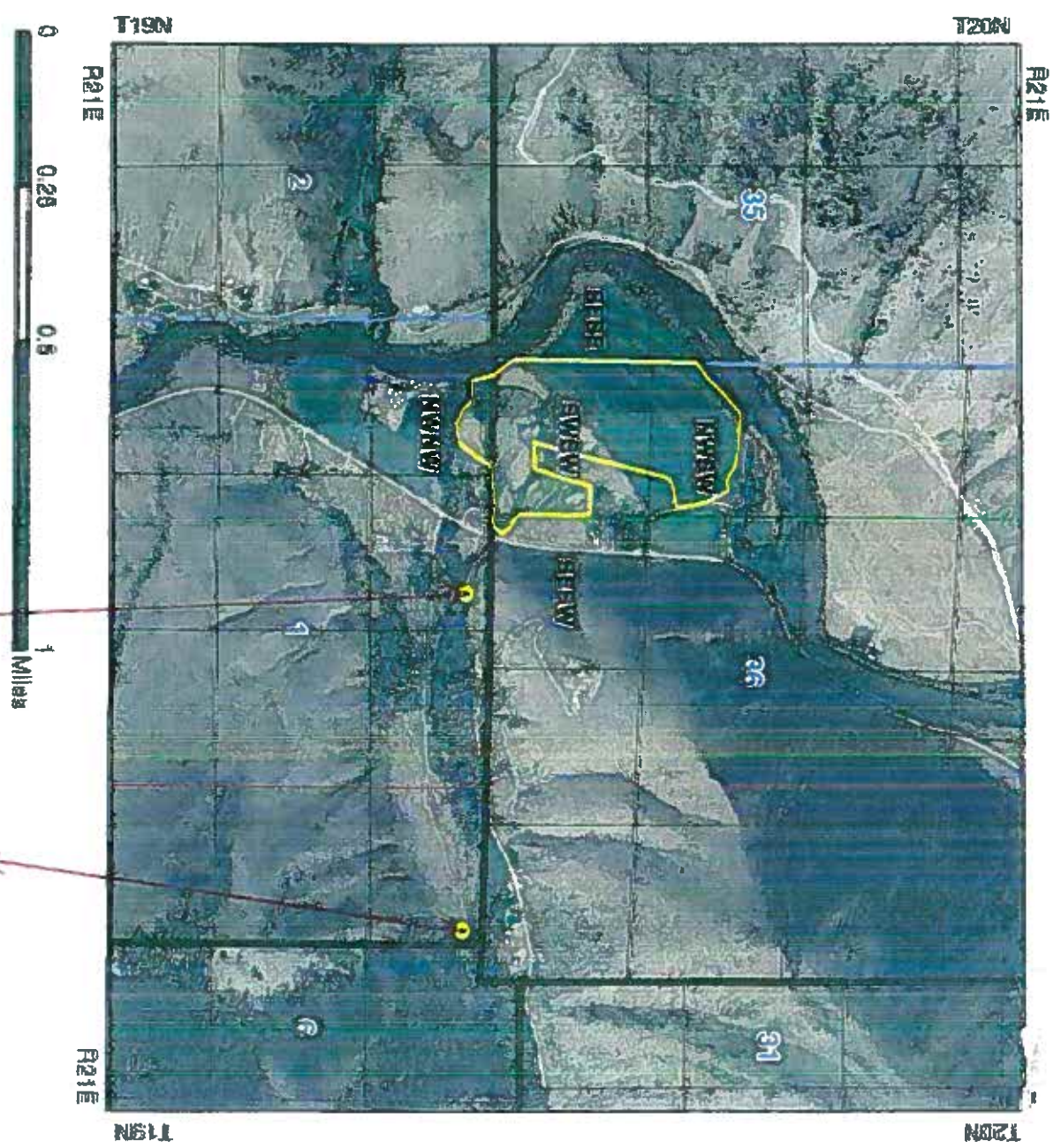
Legend

- Point of Diversion
- Place of Use
- State Outline
- Townships
- PLS Sections
- Quarter Quarters

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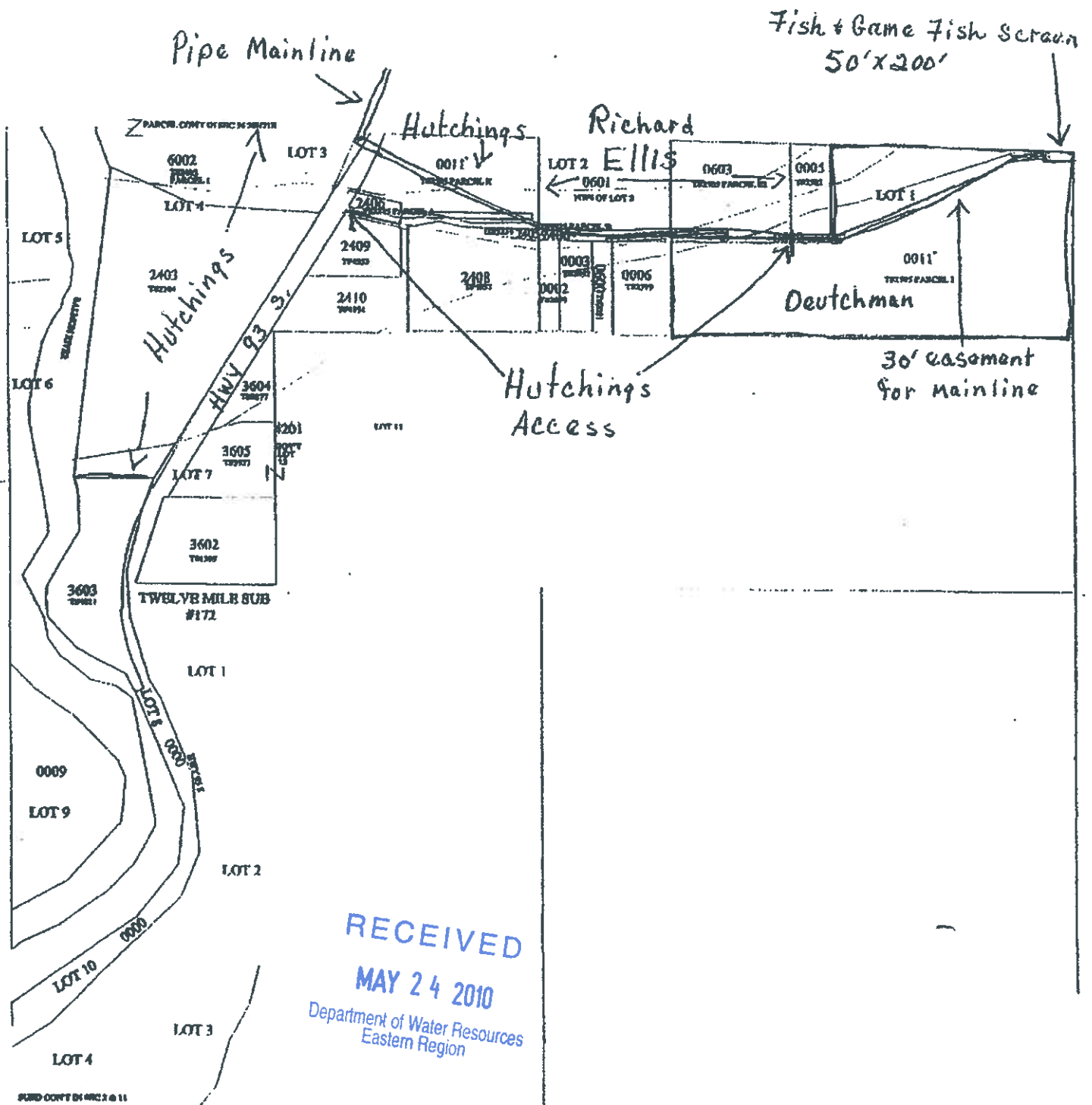
Department of Water Resources
Eastern Region



76544

(6)
Irrigation Pipe line
drawing

N



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MAY 24 2010
Department of Water Resources
Eastern Region

19N21E01

76544

WARRANTY DEED

For Value Received **MARVIN HUTCHINGS** also known of record as
MARVIN C. HUTCHINGS AND IRENE HUTCHINGS also
Known of record as **IRENE D. HUTCHINGS**,
HUSBAND AND WIFE,

the grantors. do hereby grant, bargain, sell and convey unto

D. SCOTT JONES AND KIMBERLEE JONES,
Husband and wife,
549 E 300 N, HYRUM UT 83419

the grantees, the following described premises, in Lemhi County Idaho, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO:

Together with Exhibit "B" attached hereto:

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MAY 24 2010

Department of Water Resources
Eastern Region

The above conveyance is made free and clear of all other encumbrances except. Rights-of-way and easements, reservation in Federal patents and State Deeds, or other restrictions imposed by law, building and use restrictions of record, building and zoning regulations and ordinances of any governmental unit whether of sight or of record.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that they are free from all encumbrances.

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: November 26 2008


MARVIN C. HUTCHINGS

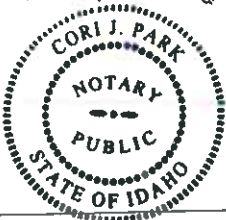

IRENE D. HUTCHINGS

STATE OF IDAHO, COUNTY OF Lemhi--ss
On this 23rd Day of November, 2008
before me, a notary public in and for said State, personally
appeared

MARVIN C. HUTCHINGS AND IRENE D. HUTCHINGS

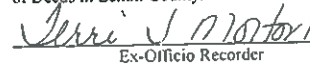
known to me to be the persons whose names are
subscribed to the within instrument, and acknowledged to
me that they executed the same.


Residing at Salmon, Idaho
Comm. Expires: 6-2-12



INSTRUMENT NO: 278195

STATE OF IDAHO, COUNTY OF LEMHI
I hereby certify that this instrument was filed
for record at the request of *Bill Allen Escrow*
at 01 minutes past 2 o'clock P. m.,
this 03 day of December
20, in my office, and duly recorded in Book
of Deeds in Lemhi County.


Ex-Officio Recorder

By *Elyssa Cardin* Deputy
Fees \$ 18.00
Mail to: *BOE*

278195

WADE SURVEYING
Global Positioning Service
Land Surveying and Planning
402 Van Dreff St.
Salmon, Idaho 83467

Phone: (208)-756-3070

October 22, 2008

PARCEL "F"

A parcel of land located in the W1/2 of Section 36, T. 20 N., R. 21 E., Boise Meridian, Lemhi County, Idaho, more particularly described as follows:

Commencing at the S1/4 Corner of said Section 36 from which the Meander Corner on the easterly bank of the Salmon River bears N 88°28'00"W a distance of 2531.06 ft., the Basis Of Bearing of this description, run thence N 77°06'18"W a distance of 1752.12 ft. to the POINT OF BEGINNING;

Thence West a distance of 217.26 ft.;

Thence N 16°07'51"E a distance of 656.68 ft.;

Thence S 73°52'09"E a distance of 208.71 ft.;

Thence S 16°07'51"W a distance of 596.37 ft. to the POINT OF BEGINNING;

PARCEL CONTAINS 3.00 ACRES.

Subject To/Together With all easements shown on the Lot Split Plat filed for Marv Hutchings in the Lemhi County Courthouse

RECEIVED

MAY 24 2010

Department of Water Resources
Eastern Region

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278195

WADE SURVEYING
Global Positioning Service
Land Surveying and Planning
402 Van Dreff Street
Salmon, Idaho 83467

Phone: (208)-756-3070

October 22, 2008

Healds Haven Road/Hutchings Ranch Road
Subject To/Together With for Parcel "G"
Together With for Parcels "B","C","D","E","F","H"

TOGETHER WITH: A 50 ft. wide easement for ingress, egress, and utilities located in the W1/2, Section 36, T. 20 N., R. 21 E., Boise Meridian, Lemhi County, Idaho, more particularly described as follows:

Commencing at the S1/4 Corner of said Section 36 from which the East Meander Corner of the Salmon River bears N 88°28'00"W a distance of 2531.06 ft., the Basis Of Bearing of this description, run thence N 35°07'19"W a distance of 1734.78 ft. to a point on the westerly right-of-way of U.S. Highway 93 and the POINT OF BEGINNING;
Thence S 03°56'14"W along said right-of-way a distance of 50.02 ft.;
Thence the following courses and distances along said easement right-of-way;
N 87°49'49"W 207.51 ft.; 163.70 ft. along a curve to the right
having a central angle of 75°01'59", a radius of 125.00 ft. and a chord bearing of
N 51°33'23"W for a distance of 152.25 ft.; N 14°02'24"W 152.33 ft.;
N 05°22'52"W 7.87 ft.; S 75°57'36"W 166.81 ft.;
104.42 ft. along a curve to the left having a central angle of 59°49'45", a radius of
100.00 ft. and a chord bearing of S 46°02'43"W for a distance of 99.74 ft.;
S 16°07'51"W 590.73 ft.; S 73°52'09"E 50.00 ft.;
N 16°07'51"E 590.72 ft.; 156.63 ft. along a curve to the
right having a central angle of 59°49'44", a radius of 150.00 ft. and a chord bearing of N
46°02'39"E for a distance of 149.61 ft.; N 75°57'36"E 174.25 ft.;
Thence 143.88 ft. along a curve to the left having a central angle of 07°19'40", a
radius of 1125.00 ft. and a chord bearing of N 10°01'47"W for a distance of 143.78 ft.;
Thence N 13°41'37"W a distance of 67.89 ft.;
Thence 137.62 ft. along a curve to the right having a central angle of 32°11'02", a
radius of 245.00 ft. and a chord bearing of N 02°23'54"E for a distance of 135.82 ft.;
Thence N 18°29'25"E a distance of 71.63 ft. to a point on said boundary of
Mobile Acres Subdivision;
Thence along said subdivision boundary S 76°55'42"E a distance of 50.22 ft.;
Thence S 18°29'25"W a distance of 76.38 ft.;
Thence 109.53 ft. along a curve to the left having a central angle of 32°11'02", a
radius of 195.00 ft. and a chord bearing of S 02°23'54"W for a distance of 108.10 ft.;

Page 1 of 2 of 50 ft. Wide Easement

RECEIVED

MAY 24 2010

Department of Water Resources
Eastern Region

76544

WADE SURVEYING**Global Positioning Service**

Land Surveying and Planning

402 Van Dreff Street

Salmon, Idaho 83467

Phone: (208)-756-3070

October 22, 2008

50 ft. Wide Easement Continued

Thence S 13°41'37"E a distance of 67.89 ft.;

Thence 170.47 ft. along a curve to the right having a central angle of 08°18'45", a radius of 1175.00 ft. and a chord bearing of S 09°32'14"E for a distance of 170.32 ft.;

Thence S 05°22'52"E a distance of 35.30 ft.;

Thence S 14°02'24"E a distance of 148.54 ft.;

Thence 98.22 ft. along a curve to the left having a central angle of 75°01'59", a radius of 75.00 ft. and a chord bearing of S 51°33'24"E for a distance of 91.35 ft.;

Thence S 87°49'49"E a distance of 210.13 ft. to the POINT OF BEGINNING.

RECEIVED
MAY 24 2010
Department of Water Resources
Eastern Region

WARRANTY DEED

For Value Received **MARVIN HUTCHINGS** also known of record as
MARVIN C. HUTCHINGS AND IRENE HUTCHINGS also
Known of record as **IRENE D. HUTCHINGS,**
HUSBAND AND WIFE,

the grantors, do hereby grant, bargain, sell and convey unto

D. SCOTT JONES AND KIMBERLEE JONES,
Husband and wife,
549 E 300 N, HYRUM UT 83419

the grantees, the following described premises, in Lemhi County Idaho, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO:

Together with Exhibit "B" attached hereto:

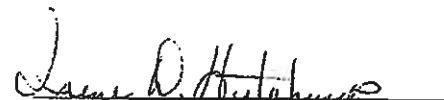
The above conveyance is made free and clear of all other encumbrances except: Rights-of-way and easements, reservation in Federal patents and State Deeds, or other restrictions imposed by law, building and use restrictions of record, building and zoning regulations and ordinances of any governmental unit whether of sight or of record.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that they are free from all encumbrances.

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: November 26 2008

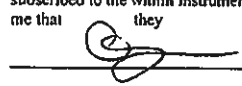

MARVIN C. HUTCHINGS

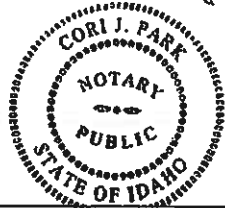

IRENE D. HUTCHINGS

STATE OF IDAHO, COUNTY OF Lemhi--ss
On this 23rd Day of November, 2008
before me, a notary public in and for said State, personally
appeared

MARVIN C. HUTCHINGS AND IRENE D. HUTCHINGS

known to me to be the persons whose names are
subscribed to the within instrument, and acknowledged to
me that they executed the same.


Residing at Salmon, Idaho
Comm. Expires: 6-30-12

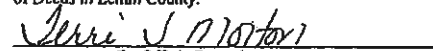


INSTRUMENT NO: **278195**

STATE OF IDAHO, COUNTY OF LEMHI

I hereby certify that this instrument was filed
for record at the request of Bill Allen Escrow

at 01 minutes past 2 o'clock P m.,
this 03 day of December
2008, in my office, and duly recorded in Book
of Deeds in Lemhi County.

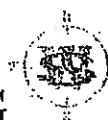

Ex-Officio Recorder

By Elyse Cardini Deputy

Fees \$ 18.00

Mail to: BAE

278195



*2008
m/h*

WADE SURVEYING

Global Positioning Service

Land Surveying and Planning

402 Van Dreff St.

Salmon, Idaho 83467

Phone: (208)-756-3070

October 22, 2008

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50 ft. Wide Easement Continued

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Thence S $87^{\circ}49'49''$ E a distance of 210.13 ft. to the POINT OF BEGINNING.

DEED OF TRUST

278196

THIS DEED OF TRUST, Made this 26TH day of NOVEMBER, 2008
BETWEEN. D. SCOTT JONES AND KIMBERLEE JONES, husband and wife,

herein called GRANTOR,

whose address is 549 E 300 N, Hyrum UT 83419
LEMHI TITLE & ABSTRACT COMPANY, INC., an Idaho Corporation, herein called TRUSTEE, and

MARVIN C. HUTCHINGS AND IRENE D. HUTCHINGS, husband and wife,

herein called BENEFICIARY, whose address is 1141 Highway 93 S., Salmon ID 83467

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

SEE EXHIBIT "A" ATTACHED HERETO:

See Exhibit "B" attached hereto

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits,

For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by

Grantor in the sum of SIXTY FIVE THOUSAND AND NO/100 Dollars, (\$ 65,000.00) final payment due November 26 2023

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

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due, all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law, to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay, at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the rate of interest specified in the above-described promissory note.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with all the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part

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thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the rate specified in the above described promissory note; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof in this Deed, whenever the context so requires, the masculine gender includes the feminine and / or neuter, and the singular number includes the plural.

8. Trustee is not obliged to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

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

D. Scott Jones
D. SCOTT JONES
Kimberlee Jones
KIMBERLEE JONES

STATE OF IDAHO, COUNTY OF Lemhi --ss.

On this 14 day of November 2008
before me, a Notary Public in and for said State, personally appeared

D. SCOTT JONES AND KIMBERLEE JONES

Known to me, D. Scott Jones, whose names are
subscribed to the within instrument, and acknowledged to me that
same are executed the

Notary Public
Residing at Idaho
Commission Expires 6-1-10

State of Idaho
County of Lemhi / SSN 278198
This instrument was filed for record at the request
of D. Scott Jones
at 2:00 o'clock P.M. 12-3 2008
and duly filed and indexed in the records of Lemhi
County
Terri J. Morton
Ex-Officio Recorder
By Terri J. Morton Deputy
Fee 15.00
Return to BAC

DEED OF TRUST
WITH POWER OF SALE

GRANTOR

TRUSTEE

BENEFICIARY

20

Dated



LEMHI TITLE & ABSTRACT CO.
311 MAIN
SALMON, IDAHO
TELEPHONE 756-2977

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR
ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST

To LEMHI TITLE & ABSTRACT COMPANY

Idaho,

Trustee:

20

You are hereby authorized and requested to execute a conveyance hereunder and deliver same to

The undersigned hereby certifies that
The owner and holder of the debt mentioned in said deed of trust and that the same has never been assigned or transferred

Address

76544

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WADE SURVEYING
Global Positioning Service
Land Surveying and Planning
402 Van Dreff St.
Salmon, Idaho 83467

Phone: (208)-756-3070

October 22, 2008

PARCEL "F"

A parcel of land located in the W1/2 of Section 36, T. 20 N., R. 21 E., Boise Meridian, Lemhi County, Idaho, more particularly described as follows:

Commencing at the S1/4 Corner of said Section 36 from which the Meander Corner on the easterly bank of the Salmon River bears N 88°28'00"W a distance of 2531.06 ft., the Basis Of Bearing of this description, run thence N 77°06'18"W a distance of 1752.12 ft. to the POINT OF BEGINNING;

Thence West a distance of 217.26 ft.;

Thence N 16°07'51"E a distance of 656.68 ft.;

Thence S 73°52'09"E a distance of 208.71 ft.;

Thence S 16°07'51"W a distance of 596.37 ft. to the POINT OF BEGINNING;

PARCEL CONTAINS 3.00 ACRES.

Subject To/Together With all easements shown on the Lot Split Plat filed for Marv Hutchings in the Lemhi County Courthouse

DAJ
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WADE SURVEYING**Global Positioning Service**

Land Surveying and Planning

402 Van Dreff Street

Salmon, Idaho 83467

Phone: (208)-756-3070

October 22, 2008

Healds Haven Road/Hutchings Ranch Road
 Subject To/Together With for Parcel "G"
 Together With for Parcels "B", "C", "D", "E", "F", "H"

TOGETHER WITH: A 50 ft. wide easement for ingress, egress, and utilities located in the W1/2, Section 36, T. 20 N., R. 21 E., Boise Meridian, Lemhi County, Idaho, more particularly described as follows:

Commencing at the S1/4 Corner of said Section 36 from which the East Meander Corner of the Salmon River bears N 88°28'00"W a distance of 2531.06 ft., the Basis Of Bearing of this description, run thence N 35°07'19"W a distance of 1734.78 ft. to a point on the westerly right-of-way of U.S. Highway 93 and the POINT OF BEGINNING;

Thence S 03°56'14"W along said right-of-way a distance of 50.02 ft.;

Thence the following courses and distances along said easement right-of-way;

N 87°49'49"W 207.51 ft.; 163.70 ft. along a curve to the right

having a central angle of 75°01'59", a radius of 125.00 ft. and a chord bearing of

N 51°33'23"W for a distance of 152.25 ft.; N 14°02'24"W 152.33 ft.;

N 05°22'52"W 7.87 ft.; S 75°57'36"W 166.81 ft.;

104.42 ft. along a curve to the left having a central angle of 59°49'45", a radius of 100.00 ft. and a chord bearing of S 46°02'43"W for a distance of 99.74 ft.;

S 16°07'51"W 590.73 ft.; S 73°52'09"E 50.00 ft.;

N 16°07'51"E 590.72 ft.; 156.63 ft. along a curve to the

right having a central angle of 59°49'44", a radius of 150.00 ft. and a chord bearing of N

46°02'39"E for a distance of 149.61 ft.; N 75°57'36"E 174.25 ft.;

Thence 143.88 ft. along a curve to the left having a central angle of 07°19'40", a radius of 1125.00 ft. and a chord bearing of N 10°01'47"W for a distance of 143.78 ft.;

Thence N 13°41'37"W a distance of 67.89 ft.;

Thence 137.62 ft. along a curve to the right having a central angle of 32°11'02", a radius of 245.00 ft. and a chord bearing of N 02°23'54"E for a distance of 135.82 ft.;

Thence N 18°29'25"E a distance of 71.63 ft. to a point on said boundary of Mobile Acres Subdivision;

Thence along said subdivision boundary S 76°55'42"E a distance of 50.22 ft.;

Thence S 18°29'25"W a distance of 76.38 ft.;

Thence 109.53 ft. along a curve to the left having a central angle of 32°11'02", a radius of 195.00 ft. and a chord bearing of S 02°23'54"W for a distance of 108.10 ft.;

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402 Van Dreff Street

Salmon, Idaho 83467

Phone: (208)-756-3070

October 22, 2008

50 ft. Wide Easement Continued

Thence S 13°41'37"E a distance of 67.89 ft.;

Thence 170.47 ft. along a curve to the right having a central angle of 08°18'45", a radius of 1175.00 ft. and a chord bearing of S 09°32'14"E for a distance of 170.32 ft.;

Thence S 05°22'52"E a distance of 35.30 ft.;

Thence S 14°02'24"E a distance of 148.54 ft.;

Thence 98.22 ft. along a curve to the left having a central angle of 75°01'59", a radius of 75.00 ft. and a chord bearing of S 51°33'24"E for a distance of 91.35 ft.;

Thence S 87°49'49"E a distance of 210.13 ft. to the POINT OF BEGINNING.

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