

TIMELINE

27-13A (Priority Date 7/1/1870: Henry Dunn)

POU: T2S, R37E, Sec. 1, SWNE, SENE, NESW, NWSW, NESE, NWSE

27-4AC (Priority Date 6/1/1885: Fox, et al)

POU: T2S, R37E, Sec. 1, SWNE, SENE, NESW, NWSW, NESE, NWSE

8/15/1934

Warranty Feed, Fred Ostlund to William A. Ball
Bingham County, L.E. Younie Plat, Lot 49
4 shares Miners Ditch Co.
Recorded #17408

NOTE: Miners Ditch is ONLY a carrying ditch. It has no water rights.

8/20/1936

Warranty Deed, John Millick to William A. Ball
T3S, R35E, Sec. 5, E1/2E1/2SE
Ditches and water rights
37" represented by fractional shares in Blackfoot
Irrigation Co. and West Branch Blackfoot Irrigation Co.
37 shares in West Side Ditch Co.
Recorded Book 56, No. 10357

NOTE: This acres cited are not within the claimed POU. The shares are from
carrying ditches that have no water rights.

4/5/1951

Warranty Deed, Lavon & Ilewe Elison to William A. Ball
City of Blackfoot, South Broadway Plat, First
Supplement, Lots 42 and 43
Ditches and water rights
1 share Miners Ditch Company
No recording information

NOTE: These acres, are within T3S, R35E, and not within the claimed POU.

Unknown

Assignment of Agreement of Sale, Earl & Beth Tew to
Arvel & Dorothy Fielding
Transfers Agreement of Sale dated 12/20/1958
T2S, R37E, Sec. 1, E1/2, part of
T1S, R37E, Sec. 36, part of
No recording information

NOTE: Where did Tew acquire the land to sell to Fielding?

1/30/1959

Warranty Deed, William & Verla Ball to Warren Tew
100 miner's inches or 2 cfs of Blackfoot River 300"
decreed with priority date 7/1/1870 (Henry Dunn)
To rrigate:
T3S, R36E, Sec. 3, Lots 5 and 6, NWSW
T3S, R36E, Sec. 4, SESE
Recorded Book 101, page 135

NOTE: The acres sited in this document are NOT within the claimed POU. The
POU could have been changed by a Transfer but no
transfer has been submitted or found.

No evidence presented as to how William Ball acquired the 100 miner's inches.

3/27/1970

Warranty Deed, Vera Tew, Trustee to Arvel W. & Dorothy Fielding
T2S, R37E, Sec. 1, Lots 3 and 4, S1/2NW,
T2S, R37E, Sec. 1, N1/2SW north of road
T1S, R37E, Sec. 36, SW, part of
All ditch and water rights
Recorded # (unreadable)

NOTE: Possible Deed transferring the acres mentioned in the Assignment of Agreement

3/15/1972

Deed, Vera Tew, to Arvel Fielding
T2S, R37E, Sec. 1, E1/2, north of road
T1S, R37E, Sec. 36, part of
No recording information

NOTE: Possible Deed transferring the acres mentioned in the Assignment of Agreement

11/29/1976

Corrected Deed, Arvel and Helen Fielding to A. W. Fielding Farms, Ltd
T1S, R38E, Sec. 6, NW, part of
T1S, R37E, Sec. 1, NESENE
All sprinkling pipe
Recorded #224899

NOTE: The acres cited are not within the claimed POU.

10/31/1977

Quitclaim Deed, Earl Tew to Arvel & Helen Fielding
T1S, R37E, Sec. 36, old well located in N of the S Qtr
All ditch and water rights, all well water rights and filings and certificates
Recorded #231297

NOTE: The acres cited are not within the claimed POU.

11/12/2002

Certificate of Death, Arvel Willis Fielding

7/26/2003

Warranty Deed, A. W. Fielding Farms, Ltd. To Charles & Karma Fielding
T1S, R37E, Sec. 36, S1/2, part of, 221.86 acres
T2S, R37E, Sec. 1, E1/2, part of
Recorded #530176

NOTE: Only a portion of these acres could be in the claimed POU.

3/8/05/bjp

THIS INDENTURE, made the 8th day of December

in the year of our Lord one

thousand nine hundred and Twenty-two

between

Elbert V. Call and Hannah L. Call, husband and wife,

of the County of Bingham and State of Idaho,

the parties of the first part, and

P. G. Johnston

of the County of Bingham and State of Idaho,

the party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of

One Dollar, and other valuable considerations,

DOLLARS; lawful money

of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is

hereby acknowledged, do by these presents demise, release and forever quitclaim unto the said party of the second

part, and to his heirs and assigns,

all that certain lot -- piece -- or parcel --

of land situated in the County of Bingham, and State of Idaho, and bounded and particularly described as follows, to-wit:

that certain water right as follows: Being a water right in Blackfoot River, Bingham County, Idaho, and Fifty (50) inches of the one-sixth interest of the said parties of the first part in the decree of 1500 inches of the waters of Blackfoot River to F. B. Fox, Jr., William Howard, A. Whitten, Susan E. Whitten and Calvin Miles, dating from June 1st, 1885, by the District Court of Bingham County, State of Idaho, in an action wherein Fred S. Stevens et al. were plaintiffs and Eastern Idaho Water Company et al. were defendants, dated August 1, 1891, and entered in Judgment Book 1, at pages 107 to 116 of the records of said Court.

Together with all and singular the tenements, hereditaments and appurtenances hereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, All and singular, the said premises, together with the appurtenances unto the said party of the second part, and to his heirs and assigns forever. IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand s and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of

John W. Jones

Elbert V. Call

[SEAL]

Hannah L. Call

[SEAL]

[SEAL]

[SEAL]

STATE OF IDAHO,) ss.
County of Bingham.)

I DO HEREBY CERTIFY that on this 8th day of December, in the year of 1922, before me John W. Jones, a Notary Public, in and for the State of Idaho, personally appeared Elbert V. Call and Hannah L. Call, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Blackfoot, in Bingham County, Idaho, the day and year first above written.
My commission expires July 16, 1925.

John W. Jones.

Notary Public for the State of Idaho
residing at Blackfoot, Idaho.

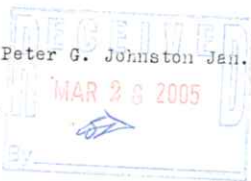
Recorded at request of Peter G. Johnston Jan. 4, 1923 at 2:40 P. M.

Recorder's Fees, \$ 1.00

F. M. Fisher Recorder.

By Elizabeth Rodgers
Deputy Recorder.

LM



maybe same as 6.12.5

SHERIFF'S OFFICE

ss

County of Bingham

On this 9th day of June, A.D. 1924, before me H. A. Benson, Clerk of the District Court in and for said County and State, personally appeared A.B. Stephens, Sheriff of the County of Bingham, State of Idaho, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that he, as such Sheriff aforesaid, executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Seal

H. A. Benson, Clerk of the District Court.

Recorded at request of J. H. Early

June 10, 1924 at 3:05 p.m.

Deputy

H. A. Benson, Recorder

No. 2137

This Indenture, made the 24th day of March, in the year of our Lord One Thousand Nine Hundred Twenty-four, between Peter G. Johnston of Blackfoot, County of Bingham, State of Idaho, the party of the first part, and Flora H. Johnston, wife of said Peter G. Johnston, of Blackfoot, Bingham County, State of Idaho, the party of the second part.

Witnesseth, that the said party of the first part, for and in consideration of the love and affection which the said party of the first part has and bears unto the said party of the second part, and for the purpose of making her a gift and also for the better maintenance, support, protection, and livelihood of the said party of the second part, does by these presents give, grant, convey, alien and confirm unto the said party of the second part and to her heirs and assigns forever all that certain real estate, situate and lying in the City of Blackfoot, County of Bingham, State of Idaho, and bounded and described as follows:

The Lot numbered three (3) in Block numbered one (1) in Kimball's addition to the City of Blackfoot, Bingham County, Idaho, according to the recorded plat thereof.

Together with all ditches, ditch rights-of-way and water rights thereto appertaining and belonging, and 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.

To have and to hold all and singular the said premises, together with the appurtenances, unto the said party of the second part, her heirs and assigns forever. To hold and enjoy, all and singular the same, and every part thereof, as and for her separate estate, especially relinquishing for himself and his heirs all right or claim to the same, or any part thereof, as community property, so that the same may be held by her as separate, and not in any respect as community property.

In witness whereof, the said party of the first part has hereunto set his hand the day and year first above written.

STATE OF IDAHO

ss

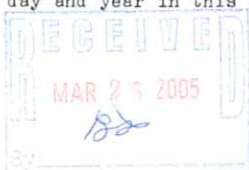
Peter G. Johnston

COUNTY OF BINGHAM

I do hereby certify that on this 24th day of March, in the year of 1924, before me, John . Jones, a Notary Public in and for the State of Idaho, personally appeared Peter G. Johnston known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my notarial seal at Blackfoot Idaho, the day and year in this certificate first above written.

to show Relationship



STATE OF IDAHO,
SS.
COUNTY OF BINGHAM.

Elsie M. Beasley (SEAL)

I DO HEREBY CERTIFY: That on this 13th day of November, in the year of 1934, before me, John W. Jones, a Notary Public commissioned in and for the State of Idaho, personally appeared Elsie M. Beasley, a widow, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that she 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.

Maurine C. White Notary Public for
the State of Idaho.
Residing at Blackfoot, Idaho.

SEAL

My commission expires: July 17, 1937.

Recorded at the request of Orla G. Beasley, Nov. 30, 1934, at 3:39 P. M.

By *Laura Miller* Deputy P. B. Dance, Recorder.
bb-
No. 17408

FRED OSTLUND TO WILLIAM A. BALL
WARRANTY DEED

THIS INDENTURE, Made this fifteenth day of August in the year of our Lord One Thousand Nine Hundred and thirty-four, between Fred Ostlund, a widower of the City of Anaconda, County of Deer Lodge, State of Montana the party of the first part, and William A. Ball of Blackfoot, County of Bingham, State of Idaho the party of the second part:

WITNESSETH: That the said party of the first part, for and in consideration of the sum of One dollar and other valuables of consideration Dollars, lawful money of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged does by these presents, Grant, Bargain, Sell and Convey and Confirm unto said party of the second part, and to his heirs and assigns forever: All that certain piece of land situate, lying and being in the County of Bingham State of Idaho, bounded and more particularly described as follows, to-wit:

Lot No. forty-nine (49) in The L. E. Younie Plat, Bingham County, State of Idaho, as the same appears of record in the records of said County, also 4 shares of the capital stock of the Miners Ditch Company, a corporation.

This deed is given subject to any and all delinquent or current taxes on the above described land.

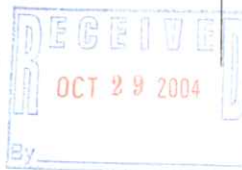
\$1.00 I. R. S. Attached & Cancelled

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the said party of the second part, and to his heirs and assigns forever. And the said party of the first part, and its successors the said premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns against the said party of the first part, and its successors and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF Fred Ostlund (SEAL)



WARRANTY DEED

Leith

No. 10357

Book No. 56

THIS INDENTURE, Made the 20th day of August, in the year of our Lord one thousand nine hundred and thirty-six, between John C. Millick a widower,

of the county of Bingham and State of Idaho, the part y of the first part, and William A. Ball, of the County of Bingham and State of Idaho, the part y of the second part,

WITNESSETH, That the said part y of the first part, for and in consideration of the sum of Four Thousand & no/100- - - - DOLLARS, lawful money of the United States of America, to him in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged

does by these presents grant, sell, bargain and convey and confirm unto the said part y of the second part, and to his heirs and assigns forever, all the certain lot, piece or parcel of land situate, lying and being in the County of Bingham and State of Idaho, and bounded and described as follows, to-wit:

The East Half of the East Half of the Southeast quarter of Section Five, in Township Three South of Range Thirty-five, East of the Boise Meridian, in Idaho, Together with the ditches and water rights thereunto belonging, and particularly 37 inches of water represented by fractional share in the Blackfoot Irrigation Company, and like fractional share in West Branch Blackfoot Irrigation Company, and 37 shares of stock in the West Side Ditch Company.

(Subject to the taxes for the year 1936, which the grantee assumes and agrees to pay.) \$4.00 I.R.S. attached and cancelled.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof

TO HAVE AND TO HOLD, All and singular, the said premises, together with the appurtenances and privileges thereto incident, unto the said part y of the second part, and to his heirs and assigns forever, and the said part y of the first part, and his heirs, and the said premises in a quiet and peaceable possession of the said part y of the second part, his heirs and assigns, against the said part y of the first part and his heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant by these presents forever defend.

IN WITNESS WHEREOF, The said part y of the first part has hereunto set his hand and seal, the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF John C. Millick [SEAL] John W. Jones [SEAL] [SEAL] [SEAL]

STATE OF IDAHO, } ss. COUNTY OF Bingham

I DO HEREBY CERTIFY, That on this 20th day of August in the year 1936, before me, John W. Jones, a Notary Public, in and for the State of Idaho, personally appeared John C. Millick, a widower known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Blackfoot in Bingham County, Idaho the day and year first above written.

My commission expires July 17, 1937. SEAL John W. Jones Notary Public for the State of Idaho Residing at Blackfoot, Idaho

Recorded at the request of The Bingham Title & Trust Co. December 5, 1936 at 11:09 A. M.

OCT 7 1936

No. 37705

WARRANTY DEED

THIS INDENTURE, Made this 19th day of February, in the year of our Lord one thousand nine hundred and forty-three, between Flora H. Johnston, a widow, of Blackfoot,

of the first part, and J. Dewey Robertson and Irene Robertson, his wife, of the second part, and Ogden County of Weber State of Utah, the parties

WITNESSETH, That the said part y of the first part, for and in consideration of the sum of Twelve Thousand Four Hundred and Fifty DOLLARS,

lawful money of the United States of America, to her in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm, unto the said parties of the second part, and to their heirs and assigns, forever, all the following described real estate, situated in Bingham County, State of Idaho, to wit: All of that portion of Lot 3, in Section 10, in Township 3 South of Range 35 East of the Boise Meridian in Idaho, as follows: bounded on the end by a slough from which the Miners' ditch makes its head; on the East by the North and South center line of said Section 10; and on the South and West by Blackfoot River, containing 22.17 acres, more or less, together with the ditches and water rights for the irrigation thereof; Also beginning at a point 2640 feet West of the East quarter corner of said Section 10, and running thence North 525 feet; thence North 43 deg. 58' West 495 feet; thence North 51 deg. 42' West 318 feet; thence South 38 deg. 18' West 425 feet; thence South 25 deg. 12' West 320 feet; thence North 71 deg. 20' East 520 feet; thence North 68 deg. 51' East 153 feet; thence South 84 deg. 22' East 359 feet; thence South 29 deg. 15' East 127 feet; thence South 9 deg. 15' West 255 feet; thence South 74 deg. 20' East 195 feet; thence North 212 feet to the point of beginning, together with a strip of land 207 feet by 520 feet between the meander line and Blackfoot River, measured separately, containing 18.83 acres, more or less. Together with all ditches and water rights thereunto appertaining and belonging. Also beginning at a point South 38 deg. 57' East and 1651 feet distant from the Northwest corner of said Section 10, and running thence South 51 deg. 42' East 316.7 feet; thence South 38 deg. 18' West 1088 feet; thence North 71 deg. 32' West 389 feet; thence North 38 deg. 18' East 1220 feet; thence South 51 deg. 42' East 50 feet to the place of beginning, containing 9.72 acres, more or less. Together with the ditches and water rights thereunto belonging. And also beginning at a point 525 feet north of the center of said Section 10, and running thence North to the extended South line of Kimball Addition to the City of Blackfoot, Idaho, a distance of 100 feet; thence North 51 deg. 42' West along the South line of said Addition 427 feet; thence South 43 deg. 58' East 495 feet to the place of beginning, containing 0.40 of an acre, together with the ditches and water rights thereto belonging. And also beginning at a point South 53 deg. 6' East and 1927 feet distant from the Northwest corner of said Section 10; and running thence South 51 deg. 42' East 668.5 feet; thence South 38 deg. 18' West 412.6 feet; thence South 25 deg. 16' West 821 feet; thence South 38 deg. 18' West 270 feet; thence North 51 deg. 42' West 185 feet; thence North 53 deg. 30' West 669 feet; thence North 38 deg. 18' East 1500.6 feet to the place of beginning, containing 25.73 acres, more or less. Together with the ditches and water rights thereunto belonging, and all of the ditches, ditch rights of way and water rights of the first party however acquired belonging to and appurtenant to the lands herein described.

\$13.75 I.R.S. ATTACHED AND CANCELLED.

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, 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 the said part y of the first part.

TO HAVE AND TO HOLD, All and singular, the above mentioned and described premises, together with the appurtenances, unto the said parties of the second part and to their heirs and assigns, forever, and the said part y of the first part and her heirs, the said premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, and against the said part y of the first part, her heirs, 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 said part y of the first part has hereunto set her hand and seal, the day and year first above written.

Signed, Sealed and Delivered in the Presence of
John W. Jones

Flora H. Johnston (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF IDAHO,
County of Bingham ss.

On this 19th day of February, in the year 1943, before me John W. Jones, a Notary Public in and for said State, personally appeared Flora H. Johnston, a widow, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she 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.

John W. Jones
Notary Public for the State of Idaho,
Residing at Blackfoot, Idaho.

SEAL

My commission expires July 17, 1945.

Recorded at the request of J. Dewey Robertson on February 19, 1943 at 1:00 P.M. Jno. H. Falk Recorder.

Recorder's Fees, \$ 2.20

By J. H. Falk Deputy.



DEED RECORD, BINGHAM COUNTY

WARRANTY DEED

Keith

No. 20345

THIS INDENTURE, Made this 5th day of April, in the year of our Lord one thousand nine hundred and fifty-one, between LAVON K. ELISON and ILENE G. ELISON, husband and wife, of the County of Bingham, State of Idaho, the parties of the first part, and WILLIAM ARCHIE BALL, of the County of Bingham, State of Idaho, the party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of SIX THOUSAND DOLLARS, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm, unto the said party of the second part, and to his heirs and assigns, forever, all the following described real estate, situated in Bingham County, State of Idaho, to-wit:

The Lots Forty-two and Forty-three of the First Supplement to South Broadway Plat to the City of Blackfoot, according to the recorded plat thereof.

Together with the ditches and water rights thereunto belonging and appertaining, and particularly one share of stock in Miners Ditch Company, Inc.

Subject to the taxes for the year 1951 upon said premises, which the grantee assumes and agrees to pay.

\$6.60 I.R.S. Attached and cancelled.

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, 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 the said parties of the first part.

TO HAVE AND TO HOLD, All and singular, the above mentioned and described premises, together with the appurtenances, unto the said party of the second part and to his heirs and assigns, forever, and the said parties of the first part and their heirs, the said premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, and against the said parties of the first part, their heirs, 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 said parties of the first part have hereunto set their hands and seals, the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Lavon K. Elison (SEAL)

Ilene G. Elison (SEAL)

John W. Jones (SEAL)

Ilene G. Elison (SEAL)

STATE OF IDAHO)
 : ss.
County of Bingham)

On this 7th day of April, in the year 1951, before me John W. Jones, a Notary Public in and for said State, personally appeared LAVON K. ELISON and ILENE G. ELISON, husband and wife, known 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

John W. Jones, Notary Public for the State of Idaho

My commission expires July 17th, 1953.

residing at Blackfoot, Idaho

Recorded at the request of Bingham Title & Trust Co., April 16, 1951 at 2:20 P.M.

Recorder's Fees, \$ 1.50

V. F. Wootton, Recorder.

By
mjr

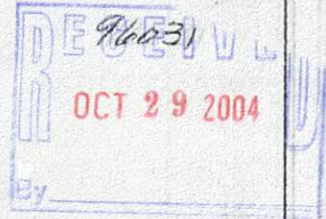
Stella S. Wootton
Deputy.



3-1

BOOK

6



ASSIGNMENT OF AGREEMENT OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That EARL H. TEW and BETH J. TEW, husband and wife, of Bingham County, Idaho, hereinafter designated Parties of the First Part, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, to them in hand paid by ARVEL W. FIELDING and DOROTHY FIELDING, husband and wife, hereinafter designated parties of the second part, the receipt whereof is hereby acknowledged, have sole and by these presents do sell, and assign and transfer unto the said Parties of the Second Part, a certain agreement of sale in writing, said agreement being dated the 20th. day of December, 1958, executed by Warren S. Tew and Vera H. Tew, his wife, as Vendors therein, and EARL H. TEW and BETH J. TEW, his wife, as Vendees therein, wherein and whereby said Vendors agreed to sell to said Vendees, the said Vendees agreed to buy from said Vendors the following described real property situate in Bingham County, Idaho, to-wit:

All that part of the East Half of Section One (1), in Township Two (2) South, of Range Thirty-seven (37), East of the Boise Meridian, lying North of the County Road.

Also, beginning at the South Quarter Corner of Section Thirty-six (36), in Township One (1) South of Range Thirty-seven (37) East of the Boise Meridian, in Idaho, and running thence North 1320 feet; thence Southeasterly on a direct line to the Northeast corner of Lot Two (2) in Section One (1), Township Two (2) South of Range Thirty-seven (37), East of the Boise Meridian, thence West 1320 feet, more or less, to the point of beginning.

Excepting from the last above described property the following, to-wit:

Beginning at a point which is 290 feet North of the South Quarter Corner of Section Thirty-six (36), Township One (1) South, Range Thirty-seven (37) East Boise Meridian, and running thence East 560 feet; thence North 100 feet; thence West 560 feet; thence South 100 feet to the point of beginning; together with all ditch and water rights belonging to and used upon any of the above described property or any part thereof;

Together with all of the tenements, hereditaments and appurtenances thereto belonging and otherwise appertaining;

TO HAVE AND TO HOLD said agreement of sale and all of first parties' right, title and interest therein and thereto to the second parties, their heirs, executors, administrators and assigns forever.

First parties hereby represent and warrant to the second parties that the

OCT 29 2004

By

William Archie Ball to Warren S Tew
100 inches

WARRANTY DEED

BOOK 101 PAGE 135

THIS INDENTURE, Made this 30th day of January,
in the year of our Lord one thousand nine hundred and fifty-nine between
WILLIAM ARCHIE BALL and VERDA M. BALL, husband and wife,
of the County of Bingham, State of Idaho,
the parties of the first part, and **WARREN S. TEW**,
of the County of Bingham, State of Idaho,
the party of the second part.

WITNESSETH, that the said parties of the first part for and in consideration of the
sum of - - FIVE THOUSAND, FIVE HUNDRED and no 100- - - - DOLLARS
lawful money of the United States of America,

to them in hand paid by the said
party of the second part, the receipt whereof is hereby acknowledged, have granted,
bargained and sold, by these presents do grant, bargain, sell, convey and confirm unto
the said party of the second part, and to his heirs and assigns forever, all of the
being decreed water rights in Blackfoot River,
following described real estate, situated in the County of
Bingham, State of Idaho, to-wit:

ALL OF THE RIGHT, TITLE AND INTEREST of the first parties
in and to 100 miner's inches, or 2 cubic feet per second, of the
decreed waters of Blackfoot River, acquired by means conveyances
and being a part of the decreed right of Blackfoot River of 300
inches, with date of priority, July 1, 1879, decreed to
Henry Dunn, in that certain action of Fred S. Stevens, et
al, plaintiffs, v. Eastern Idaho Water Company, et al, defendants,
in the District Court of the Fifth Judicial District of the State
of Idaho, in and for Bingham County, Judgment rendered August 1,
1891, the said water rights hereby conveyed having been decreed
to and for the irrigation of Lots Five and Six and the Northwest
quarter of the Southwest quarter of Section Three, and the Southeast
quarter of the Southeast quarter of Section Four, all in Township
Three South, of Range Thirty-six, East of the Boise Meridian, in
Bingham County, Idaho.



1-30-1959

101339

DEED OF WATER RIGHT

THIS INDENTURE made this 10th day of April, 1964 between
J. DEWEY ROBERTSON and IRENE ROBERTSON, husband and wife of Black-
 foot, Bingham County, State of Idaho, the parties of the first part,
 and EARL H. TEW and BETH TEW, husband and wife of Shelley, Bingham
 County, State of Idaho, parties of the second part.

WITNESSETH:

That the said parties of the first part for and in consider-
 ation of the sum of One Thousand Seven Hundred Fifty Dollars, lawful
 money of the United States of America, to them in hand paid by the
 said parties of the second part, the receipt whereof is hereby ac-
 knowledged, do by these presents convey and grant and set over and
 forever quit-claim unto the said parties of the second part, and
 their heirs and assigns that certain water right as decreed in the
 Blackfoot River, in the County of Bingham, State of Idaho, as
 follows:

Fifty (50) inches of the one-sixth interest of E. V.
 Call and Hannah L. Call, husband and wife, in the
 decree of Fifteen Hundred (1500) inches of the waters
 of Blackfoot River as decreed to P. B. Fox, Jr., William
 Howard, A. Whitten, Susan E. Whitten, and Calvin Miles,
 dating from June 1, 1885, by the District Court of
 Bingham County, State of Idaho, in an action wherein
 Fred S. Stevens et al. were plaintiffs and Eastern Idaho
 Water Company et al. were defendants, dated August 1,
 1891, and entered in Judgment Book 1, at Pages 107 to
 116 of the records of said Court.

To have and to hold all and singular the said water rights
 unto the said parties of the second part, and to their heirs and
 assigns forever.

IN WITNESS WHEREOF, the said parties of the first part have
 hereunto set their hands and seals in execution hereof.

J. Dewey Robertson
 J. Dewey Robertson

Irene Robertson
 Irene Robertson



10.5

4-10-1964

STATE OF IDAHO)
) ss
County of Bingham)

On this 10th day of April, 1964, before me, the undersigned, a Notary Public in and for said State, personally appeared J. DEWEY ROBERTSON and IRENE ROBERTSON, husband and wife, known 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.



Helen Madson
Notary Public for Idaho
Residing at Blackfoot, Idaho

111330

STATE OF IDAHO }
County of Bingham, } ss

I hereby certify that the within instrument was filed for record in this office at the request of _____

Arnel Fielding
on DEC 4 1964

at 20 minutes past 10 o'clock

A.M. and was duly recorded in
VOL. OFFICIAL RECORD

Bingham County Records.

GRACE WILLIAMS
County Recorder

Deputy Recorder

Recorder's fee \$ 1.20



Shirley
1

DEED OF WATER RIGHT

THIS INDENTURE, Made this 9th day of December, 1964,
between EARL H. TEW and BETH TEW, husband and wife, of Shelley,
Bingham County, Idaho, the parties of the first part, and ARVEL W.
FIELDING, a married man, of Shelley, Bingham County, Idaho, as
parties of the second part.

WITNESSETH:

That the said parties of the first part for and in
consideration of the sum of Ten (\$10.00) Dollars, lawful money
of the United States of America, to them in hand paid by the said
party of the second part, the receipt whereof is hereby acknowl-
edged, do by these presents convey and grant and set over and
forever quit-claim unto the said party of the second part, and
his heirs and assigns that certain water right as decreed in the
Blackfoot River, in the County of Bingham, State of Idaho, as
follows:

Fifty (50) inches of the one-sixth interest of E. V.
Call and Hannah L. Call, husband and wife, in the
decree of Fifteen Hundred (1500) inches of the waters
of Blackfoot River as decreed to P. B. Fox, Jr., William
Howard, A. Whitten, Susan E. Whitten, and Calvin Miles,
dating from June 1, 1885, by the District Court of
Bingham County, State of Idaho, in an action wherein
Fred S. Stevens et al. were plaintiffs and Eastern Idaho
Water Company et al. were defendants, dated August 1,
1891, and entered in Judgment Book 1, at Pages 107 to
116 of the records of said Court.

To have and to hold all and singular the said water rights
unto the said party of the second part, and to his heirs and assigns
forever.

IN WITNESS WHEREOF, The said parties of the first part
have hereunto set their hands and seals in execution hereof.

Earl H. Tew
Earl H. Tew

Beth Tew
Beth Tew

RECEIVED
MAR 20 2005

10.5.3

12.9.1964

STATE OF IDAHO)
County of Bingham) ss.

On this 16th day of December, 1964, before me, the undersigned, a Notary Public in and for said State, personally appeared EARL H. TEW and BETH TEW, husband and wife, known to me to be the persons whose names are subscribed to the within DEED OF WATER RIGHT, 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)
Alvin G. Huns
Notary Public for Idaho
Residing at Shelley, Idaho
My Comm. expires Oct. 24, 1966

125002

NO
BINGHAM COUNTY, IDAHO
COUNTY CLERK

'65 JUL 15 AM 9 16

OFF. OF THE CLERK
FEE \$ 20.00
RECORDED AT REQUEST OF
The Bingham Title & Trust Co.

MAR 21 2005

153258

WARRANTY DEED

THIS INDENTURE, Made this 27th day of March, 1970, by and between VERA H. TEW, as an Individual, and VERA H. TEW, as Trustee, of Shelley, Bingham County, Idaho, (hereinafter referred to as "Grantor"), and ARVEL W. FIELDING and DOROTHY FIELDING, his wife, of Shelley, Bingham County, Idaho, (hereinafter after referred to as "Grantees"),

WITNESSETH:

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

Lots 3 and 4 and the South Half of the North-west Quarter, and that part of the North Half of the Southwest Quarter lying North of the County Road, in Section 1, Township 2 South, Range 37, East of the Boise Meridian. Also, Commencing at the Southeast Corner of the Southwest Quarter of Section 36, Township 1 South, Range 37, East of the Boise Meridian, and running thence North 2330 feet; thence North 84°14' West 455 feet; thence North 79°30' West 870 feet; thence North 39°15' West 350 feet; thence North 22°35' West 630 feet; thence North 49°25' West 1020 feet, more or less to the West line of said Section 36;

thence South to the Southwest corner of said Section 36; thence East to the point of beginning. Also, Beginning at a point which is 290 feet North of the South Quarter corner of Section 36, Township 1 South, Range 37, East Boise Meridian; thence East 560 feet; thence North 100 feet; thence West 560 feet; thence South 100 feet to the point of beginning.

Together with all ditch and water rights used upon and appurtenant to said premises, including all well water rights and fillings and certificates made in connection with said property.

TO HAVE AND TO HOLD, All and singular the above mentioned and described real property unto the Grantees forever.

Grantor shall and will warrant and by these presents, forever defend the said real property in the quiet and peaceable possession of the Grantees against all claims and demands of Grantor and every other person whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set her hand and seal the day and year first above written.

Vera H. Tew L.S.
Vera H. Tew, As an Individual

Vera H. Tew L.S.
Vera H. Tew, As Trustee

THIS INDENTURE, made this 15th day of March, 1972, between VERA H. TEW, a widow,

of _____, County of Bingham, State of Idaho, the party of the first part and ARVEL W. FIELDING, a married man,

County of Bingham, State of Idaho, the party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of Ten and No/100ths _____ Dollars

lawful money of the United States of America and other good and valuable consideration

to her in hand paid by the party of the second part, the receipt whereof is hereby acknowledged,

has granted, bargained, sold, and by these presents, does grant, bargain, sell and convey and confirm unto the said party of the second part, and to his heirs and assigns, forever, all the following described

real estate, situated in _____, County of Bingham, State of Idaho, to-wit:

All that part of the East Half of Section One (1), in Township Two (2) South, Range Thirty-Seven (37), East of the Boise Meridian, lying North of the County Road.

ALSO, commencing at a point 1280 feet West of the Southeast Corner of Section 36, Township 1 South, Range 37, E.B.M., Bingham County, Idaho, and running thence in a Northwesterly direction to a point 640 feet North of the South Quarter Corner of said Section 36, thence South 640 feet to said South Quarter Corner; thence East along the South line of said Section 36 to the point of beginning.

EXCEPTING FROM the last above described property the following, to-wit: beginning at a point which is 290 feet North of the South Quarter Corner of Section Thirty-six (36), Township One (1) South, Range Thirty-seven (37), East Boise Meridian, and running thence East 560 feet; thence North 100 feet; thence West 560 feet; thence South 100 feet to the point of beginning.

Subject to:

1. Taxes for the year 1972 and all subsequent years.
2. Easement to Utah Power and Light Company, recorded May 3, 1957, Miscellaneous Book W, Page No. 122, records of Bingham County, Idaho. Said easement being for power lines.
3. Easement to Utah Power and Light Company, recorded April 17, 1959, Miscellaneous Book Z, Page No. 134, records of Bingham County, Idaho. Said easement being for power lines.
4. Mortgage from Warren S. Tew and Vera H. Tew, husband and wife, to The Connecticut Mutual Life Insurance Company in the amount of \$30,000.00, dated November 10, 1958, recorded December 24, 1958, in Book 103, No. 64087; which mortgage was assumed by the Party of the Second Part.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, and 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 the said party of the first part.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises together with the appurtenances unto the party of the second part, and to his heirs and assigns forever. And the said party of the first part, and her heirs, the said premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said party of the first part, and her heirs, 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 said party of the first part has hereunto set her hand and seal the day and year first above written.

Executed and Delivered in the Presence of

Warren S. Tew
B. Chasen Tew

Vera H. Tew [SEAL]

[SEAL]

[SEAL]

3-15-1972

27 1539

CORRECTED

1988 LAW. PUB. CO., PORTLAND, ORE.

FORM No. 221 - WARRANTY DEED - 1976

THIS DEED IS FOR THE PURPOSE OF CORRECTING INSTRUMENT No. 221213

THIS INSTRUMENT made this 29th day of November, 1976
 ARVEL W. FIELDING and HELEN DOROTHY FIELDING, husband and wife

Rt. 3, Shelley, County of Bingham, State of Idaho
 the party of the first part and A. W. FIELDING FARMS, LTD.

Rt. 3, Shelley, County of Bingham, State of Idaho
 the party of the second part

WITNESSETH that the said party of the first part, for and in consideration of the sum of Ten Dollars
 lawful money of the United States of America and other valuable considerations
 to party of the first part in hand paid by the party of the second part, the receipt whereof is hereby acknowledged,
 has granted, bargained, sold, and by these presents, does grant, bargain, sell and convey and confirm unto the said
 party of the second part, and to party of the second part's heirs and assigns, forever, all the following described real
 estate situated in the County of Bingham

State of Idaho, to-wit:
 Commencing at the Northwest corner of Section Six (6), Township One (1) South, Range
 thirty-eight (38), East of the Boise Meridian, in Bingham County, Idaho, and running thence
 South, on the West line of said Section, 2642 feet; thence running East 1962.5 feet; thence
 running North to a point on the North line of said Section 6 which is 1962 feet East of the
 point of beginning; thence running West on said North line of said Section 6, 1962 feet to
 the point of beginning. ALSO: the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sect. 1, T. 1 S., Range 37
 E.B.M., South of the Railroad.
 Together with all sprinkling pipe now on the property.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or
 in anywise appertaining, and the reversion and reversions, remainder and remainders, and 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 the said
 party of the first part,

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises together with the
 appurtenances unto the party of the second part, and to party of the second part's heirs and assigns forever. And the
 said party of the first part, and said party of the first part's heirs shall and will warrant and by these presents for-
 ever defend the said premises in the quiet and peaceable possession of the said party of the second part, and party
 of the second part's heirs and assigns, against the said party of the first part, and party of the first part's heirs, and
 against all and every person and persons whomsoever, lawfully claiming or to claim the same.

In construing this deed and where the context so requires, the singular includes the plural.
 IN WITNESS WHEREOF, the said party of the first part hereunto has set his hand

Arvel W. Fielding
Helen Dorothy Fielding

STATE OF IDAHO.

County of Bingham
 On this 29th day of November, in the year 1976, before me
 the Undersigned, a Notary Public in and for said State, personally appeared
 Arvel W. Fielding and Helen Dorothy Fielding, husband and wife

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

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

(SEAL)

Arvel W. Fielding
 Notary Public for the State of Idaho
 Residing at Rexburg, Idaho
 My Commission Expires: 12-20-78

WARRANTY DEED

STATE OF IDAHO.

County of _____
 I hereby certify that this instrument
 was filed for record at request of

at _____ minutes past _____ day of _____, 19____, in my
 office, and duly entered in Book _____ of _____ at page _____

By _____
 Recorder

BINGHAM COUNTY RECORDER
 BLACKFOOT, IDAHO
 12.15.00 FEE, DEED REC

77 MAY 11 AM 1 30

RECORDED AT THE REQUEST OF
 K. S. Fielding
 Rexburg

221813

11-1976

STATE OF IDAHO,

County of Blaine

On the 30th day of October, 1917, before me
Earl H. Fox and Notary Public in and for said State, personally appeared

known to me to be the person whose name is AXE, subscribed to the within instrument, and acknowledged
to me that he had 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.

Small S. Tuelling
Notary Public for the State of Idaho,
Residing at Idaho.
My Commission Expires 12-20-78

RECEIVED
OCT 29 1917
By

No. _____
QUITCLAIM DEED

TO

Dated

1917

STATE OF IDAHO,

County of _____
I hereby certify that this instrument
was filed for record at request of

at _____ minutes past _____ day of _____
o'clock M., this _____, 19____, in my
office, and duly entered in Book _____
of _____ at page _____

Ex-Officio Recorder.

By _____ Deputy.

Fees, \$ _____

Mail to _____

Not Public Printing - Mandatory

QUITCLAIM DEED

231297

THIS INDENTURE, made this 31st day of October, 1977, between EARL H. TEW and his wife

of Shelley, County of Bingham, State of Idaho, the part les. of the first part and ARVEL W. FIELDING and HELEN DOROTHY FIELDING, his wife, of Route 1, Shelley, County of Bingham, State of Idaho, the part les. of the second part,

WITNESSETH, that the said part les. of the first part, for and in consideration of the sum of Ten Dollars, lawful money of the United States of America and other valuable considerations to them in hand paid by the part les. of the second part, the receipt whereof is hereby acknowledged, do by these presents remise, release and forever QUITCLAIM, unto the said part les. of the second part, and to their heirs and assigns, forever, all the following described real estate, situated in the County of Bingham, State of Idaho,

to-wit: All right, title and interest to the use of an old well located North of the South Quarter Corner of Section 36, Township One (1) South, Range 37 East of the Boise Meridian with the right of access to and egress from said well, together with all ditch and water rights used upon and appurtenant to said premises, including all well water rights and filings and certificates made in connection with said property.

BEING THE COUNTY RECORDER
BLACKFOOT, IDAHO
APR 11 1978 DEP

77 NOV 1 AM 10 32
231297

RECORDED AT THE REQUEST OF

Earl H. Tew
Arvel W. Fielding
Helen Dorothy Fielding
Shelley, Idaho
8-5-77

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, and rents, issues and profits thereof.

IN WITNESS WHEREOF, the said part les. of the first part have hereunto set their hand and seal the day and year first above written.

Executed and Delivered in the Presence of

Earl H. Tew [SEAL]
Arvel W. Fielding [SEAL]
Helen Dorothy Fielding [SEAL]
10-31-77 [SEAL]

CERTIFICATE OF VITAL RECORD

STATE OF IDAHO
IDAHO DEPARTMENT OF HEALTH AND WELFARE
BUREAU OF HEALTH POLICY AND VITAL STATISTICS

CERTIFICATE OF DEATH

Date Filed **NOVEMBER 12, 2002**

State File No. **2002-07999**

DECEDENT - NAME ARVEL WILLIS FIELDING				AGE 88 YEARS	
DATE OF DEATH NOV. 02, 2002		SEX MALE	SOCIAL SECURITY NUMBER 519-42-9057	DATE OF BIRTH DEC. 21, 1913	
BIRTHPLACE IDAHO		WAS DECEDENT EVER IN U.S. ARMED FORCES? NO		MARITAL STATUS WIDOWED	
SURVIVING SPOUSE (If wife, maiden name)		CITY, TOWN OR LOCATION OF DEATH IDAHO FALLS, IDAHO			
RESIDENCE STATE IDAHO		CITY, TOWN OR LOCATION SHELLEY			
FATHER - NAME JAMES HENRY FIELDING					BIRTHPLACE IDAHO
MOTHER - FULL MAIDEN NAME PATSY ELIZA MAYBERRY					BIRTHPLACE UTAH
NAME AND ADDRESS OF MORTUARY NALDER'S FUNERAL HOME, SHELLEY, IDAHO					
FUNERAL SERVICE LICENSEE CRAIG L. GEARY					
METHOD OF DISPOSITION BURIAL		TIME OF DEATH 7:00 A.M.		MANNER OF DEATH NATURAL	
CAUSE OF DEATH (underlying cause last) a. CONGESTIVE HEART FAILURE b. _____ c. _____ d. _____					
OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH but not resulting in the underlying cause given above NONE LISTED					AUTOPSY PERFORMED? NO
NAME OF CERTIFIER STEVEN J. CLINGER, M.D.				TITLE OF CERTIFIER PHYSICIAN	
CORONER REVIEW AREA					
ACTION				NAME	
EXTERNAL CAUSES ONLY					
DATE OF INJURY		HOUR OF INJURY		INJURY AT WORK?	
DESCRIPTION OF HOW INJURY OCCURRED					
PLACE OF INJURY		LOCATION OF INJURY			

RECEIVED
DEC 09 2002
BENEFITS - TN



This is a true and correct reproduction of the document officially registered and placed on file with the IDAHO BUREAU OF HEALTH POLICY AND VITAL STATISTICS.

DATE ISSUED: **NOVEMBER 13, 2002**

This copy is not valid unless prepared on engraved border displaying state seal and signature of the Registrar.

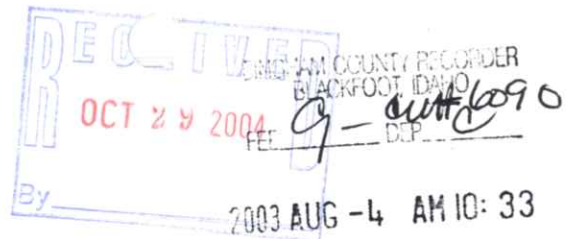
Jane S. Smith
JANE S. SMITH
STATE REGISTRAR

RECEIVED
OCT 29 2004
By _____



11-12-2002

530176



WARRANTY DEED

Dated this 26th day of July, 2003

PARTIES:

Grantor: A.W. Fielding Farms, LTD.

Grantee: Charles Keith Fielding and Karma S. Fielding, Husband and Wife

WITNESSETH:

A.W. Fielding Farms, LTD. grantor, for and in consideration of Ten Dollars and other lawful consideration paid to grantor by grantee, does hereby grant, bargain, sell and convey and confirm unto Charles Keith Fielding and Karma S. Fielding, husband and wife, grantee, whose address is 597 North 1100 East, Shelley, ID 83274, and to grantee's successors and assigns, forever, all of the following described real estate situated in Bingham County, State of Idaho, described as follows:

Part of the South Half of (S 1/2) of Section 36, Township 1 South, Range 37 East of the Boise Meridian, Bingham County, Idaho described as follows:

Beginning at the southeast corner of the property as described in Instrument No. 491581 that is S.89°51'20"E. 144.43 feet along the section line from the Southwest corner of said Section 36 and running thence N.00°01'10"W. 1388.16 feet along the east line of said property as described in Instrument No. 491581; thence S.89°46'21"E. 2713.66 feet; thence N.00°11'09"W. 1156.91 feet; thence S.89°42'13"E. 1229.35 feet to the south side of an existing drainage; thence along said drainage the following fourteen (14) courses: (1) S.25°16'31"E. 45.66 feet thence (2) S.56°34'22"E. 59.83 feet; thence (3) S.73°38'55"E. 56.95 feet; thence (4) S.53°59'28"E. 156.51 feet; thence (5) S.66°58'40"E. 103.05 feet; thence (6) N.76°53'55"E. 317.86 feet; thence (7) N.70°21'06"E. 200.64 feet; thence (8) S.14°09'24"W. 105.70 feet; thence (9) S.21°55'58"E. 56.63 feet; thence (10) S.50°23'45"E. 54.11 feet; thence (11) S.74°50'08"E. 56.13 feet; thence (12) N.77°44'28"E. 57.24 feet; thence (13) S.85°26'06"E. 158.48 feet; thence (14) N.60°53'22"E. 36.82 feet to the east line of said Section 36; thence S.00°11'37"E. 2271.04 feet along said east line to the Southeast corner of said Section 36; thence N.89°51'20"W. 5127.77 feet along the section line to the point of beginning.

7-26-2003

RECORDED AT THE REQUEST OF
Robert Atwood
PO Box 3657
Logan UT 84323-3657

Parcel contains 221.86 acres and is subject to the existing County Road right-of-way along the west side of the above described parcel.

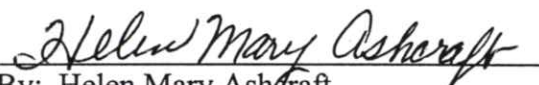
ALSO: All that part of the East Half of Section 1, in Township 2 South, of Range 37 East of the Boise Meridian, lying North of the County Road.

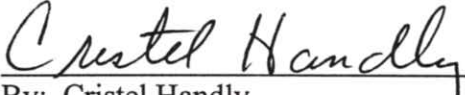
Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainder and remainders, and rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said grantors.

To have and to hold, all and singular the above mentioned and described premises together with the appurtenances unto the grantee, and to grantee's successors and assigns forever. And the said grantor, and said grantor's successors and assigns shall and will warrant and by these presents forever defend the said premises in the quiet and peaceable possession of the said grantee, and grantee's successors and assigns, against the said grantor, and grantor's successors and assigns, and against all and every person and persons whomsoever, lawfully claiming or to claim the same.

In Witness whereof, the said grantors hereunto have set their hand.

A.W. Fielding Farms, LTD.


By: Helen Mary Ashcraft
General Partner & Limited Partner


By: Cristel Handly
General Partner & Limited Partner


By: Gladys Ann Atwood
General Partner & Limited Partner

STATE OF IDAHO)

County of Mason)

On this 26th day of July, 2003, before me, the undersigned notary Public in and for said state, personally appeared Helen Mary Ashcraft, Cristel Handly, and Gladys Ann Atwood known to me or proved to me upon satisfactory evidence, to be the persons whose names are subscribed to the foregoing instrument, who being first duly sworn, declared that they are all the General Partners and Limited Partners of A.W. Fielding Farms, LTD., and that they signed the foregoing document as the General Partners and Limited Partners.

In Witness Wherefore, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



Wendy Virgin
Notary Public for Idaho
Residing at BOYBURG
Commission expires: 9-20-2006

530176