

WARRANTY DEED

146704

For Value Received Agnes Just Reid, a widow

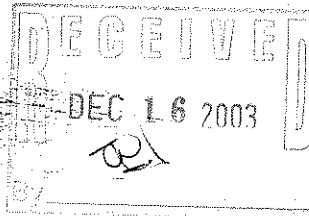
the grantor, do es hereby grant, bargain, sell, and convey unto

Wallace R. Reid and Marlene Reid h/w

the following described premises, to wit:

Part of the NE 1/4 NE 1/4 and Part of Lot 1, all of Section 10, Township 2 South, Range 37 East P. M. described as:

Beginning at a point on the South line of a County road that is South along the Section line 1155.8 feet from the N.E. corner of said Section 10; thence South 294.2 feet; thence S 67° 53' W 749.5 feet; thence N 15° 48' W 223.4 feet to the South line of a County road; thence N 62° 43' E along said road 537.3 feet; thence N 67° 32' E along said road 300.5 feet to the point of beginning containing 4.62 acres.



NO

BINGHAM

MAY 1 PM 4 37

OFFICE

FEE

RECORDED AT REQUEST OF

BINGHAM TITLE & TRUST CO.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s, their heirs and assigns forever. And the said Grantor do es hereby covenant to and with the said Grantee s, that the owner in fee simple of said premises; that said premises are free from all incumbrances except as hereinabove set forth and that he will warrant and defend the same from all lawful claims whatsoever.

Dated:

Agnes Just Reid

STATE OF IDAHO, COUNTY OF

On this 19th day of September, 1947, before me, a notary public, and for said State, personally appeared Agnes Just Reid, a widow,

STATE OF IDAHO, COUNTY OF

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

at
his

minutes past

o'clock in

day of

INSTRUMENT NO.

QUITCLAIM DEED

210435

For Value Received

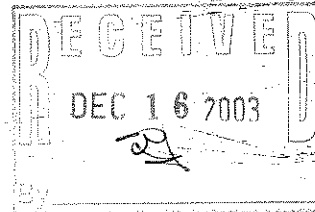
AGNES JUST REID, a widow,

do hereby convey, release, remise and forever quit claim unto

E. REID, DOUGLAS REID, and WALLACE R. REID,
County of Blaine, Idaho

the following described premises, to-wit:

Township 2 South, Range 37 E. B. M., Bingham County, Idaho

Section 2: SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 3: S $\frac{1}{4}$ SE $\frac{1}{4}$ Section 11: Lot 4, NW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 10: Lots 1 and 2, N $\frac{1}{2}$ NE $\frac{1}{4}$ the SW $\frac{1}{4}$ NE $\frac{1}{4}$, EXCEPT Beginning at the NE corner of Lot 1 in said Section 10; thence S. 860 feet; thence W. 660 feet; thence N. 860 feet; thence E. 660 feet to the point of beginning.Beginning at the NW corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 10; thence S. 1030 feet; thence W. 584 feet; thence S. 2270 feet; thence S. 50° E. 550 feet to the N. Bank of the Blackfoot River; thence meandering Northeasterly along said river to the North and South center-line of said Section 10; thence N. and on said center-line to the NE corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 10; thence W. to the point of beginning.Section 11: W $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ 

together with their apertences

Dated: March 29, 1976

Agnes Just Reid

STATE OF IDAHO, COUNTY OF BINGHAM

On this 31 day of March 19 76
before me, a notary public in and for said State, personally appeared

AGNES JUST REID, 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.*James W. Wood*Residing at Idaho Notary Public
Comm Expires 10-15-1979, Idaho

RECORDING DATA:

210435

BINGHAM COUNTY, IDAHO

JUN 11 1976

WARRANTY DEED

BOOK 110 PAGE 235

THIS INDENTURE, Made this 1st day of August
in the year of our Lord one thousand nine hundred and Sixty-One, between
J. BEPKLEY LARSEN, also known as J. B. Larsen, and FLORENCE TINGEY LARSEN,
husband and wife
of Firth County of Bingham State of Idaho

the parties of the first part, and

VINCENT REID, FRED B. REID and WALLACE B. REID

of Firth County of Bingham State of Idaho

the parties of the second part.

WITNESSETH, that the said parties of the first part, for and in consideration of the
sum of -----Twelve Thousand Three Hundred Seventy-Five----- 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 acknowledged, have granted,
bargained and sold, 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 of the
following described ^{Water} ~~real estate~~, situated in County of
Bingham State of Idaho, to-wit:

157-1/2 inches of the waters of the Blackfoot River being a part of the 1500 inches
of the waters of the Blackfoot River as decreed to P.P. Fox, Jr., William Howard,
A. Whitman, Susan E. Whitman and Calvin Miles as of date of June 1, 1885 said
decree being recorded in Book 1 of Judgements at page 107 to 116 of the records of
Bingham County, Idaho.

Also 90 miner's inches of the waters of the Blackfoot River with a priority of
April 1, 1879 as decreed to F. M. Shoemaker by decree of District Court of the
Fifth Judicial District, Bingham County, Idaho by decree dated August 1, 1891
recorded in Judgement Book 1 at pages 107 to 116 records of said Bingham County.

WARRANTY DEED

293792

For Value Received

DARRELL L. COOK and AFTON C. COOK, husband and wife

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

WALLACE R. REID and MARLENE REID, husband and wife

the grantee s, whose current address is

Route 1, Box 100, Firth, Idaho 83236

the following described premises, to-wit:

Portions of Sections 2 and 11, T. 2 S., R. 37 E.B.M., Bingham County, Idaho, described as:

Beginning at a point that is S. 89°35'22" E. 2549.54 feet along the Section line from the NW corner of said Section 11, thence S. 20°14'52" W. 663.61 feet along the Westerly edge of a road, thence leaving said road S. 71°14'08" E. 206.60 feet, thence S. 15°28'48" W. 66.44 feet, thence S. 64°12'55" E. 187.57 feet, thence S. 00°41'57" W. 1271.94 feet to the meander line of the right bank of the Blackfoot River, thence S. 89°26'18" W. 1320 feet along said meander line, thence along a fence line N. 00°41'57" E. 630.25 feet, thence N. 00°13'25" E. 516.43 feet, thence N. 00°34'19" E. 2267.22 feet, thence S. 89°38'39" E. 1225.99 feet, thence along a fence line S. 02°06'02" E. 915.87 feet, thence S. 08°17'59" W. 287.66 feet, thence S. 20°14'52" W. 92.49 feet to the point of beginning.

EXCEPTING THEREFROM a 30 foot wide easement 15 feet on each side of the following described centerline: Part of Section 12, Township 2 South, Range 37 E. B. M. Beginning at a point that is N. 89°35'22" W. 4814.30 feet along the sectionline and South 2895.15 feet from the NE corner of said Section 12; and running thence N. 20°21'37" E. 576.45 feet; thence N. 00°57'24" E. 1161.50 feet to the end of easement for irrigation pumps and mainlines.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining including all water and water rights, together with 57 inches of water of decreed Water Right No. 27-0004 as transferred by Application for Transfer of Water Right No. 1561, approved December 17, 1968, by the State Reclamation Engineer, State of Idaho, Department of Reclamation, ALSO INCLUDING, but not limited to the following described sprinkler equipment: 130 pieces of 3" McDowell handpipe, 40 pieces of 4" McDowell

(Continued on Attached Page)

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee s, that they are the owners in fee simple of said premises; that said premises are free from all incumbrances except as hereinabove set forth and that they will warrant and defend the same from all lawful claims whatsoever.

Darrell L. Cook

DARRELL L. COOK

Afton C. Cook

AFTON C. COOK

DEC 16 2003

OF IDAHO, COUNTY OF Bingham
 On this 17th day of August, 1981,
 before me, a notary public in and for said State, personally appeared

STREETS

QUITCLAIM DEED

283793

INDEXED

For Value Received

DARRELL L. COOK and AFTON C. COOK, husband and wife

do hereby convey, release, remise and forever quit claim unto

WALLACE R. REID and MARLENE REID, husband and wife

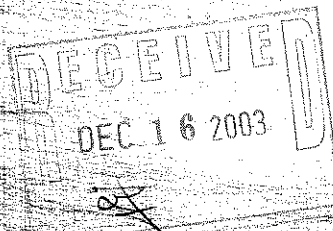
RE: 1, Box 100, Firth, ID
the following described premises, to-wit:

All that portion of Sections 10 and 11, T. 2 S., R. 37 E.B.M., Bingham County, Idaho, that lies South of the following described line and North of the North bank of the Blackfoot River as now existing, said line described as follows: Beginning at a point in said Section 10, that is S. 09°37'20" W. 3241.72 feet from the NE corner of said Section 10, and running thence N. 15°29'00" W. 569.88 feet, thence N. 73°00'00" E. 725.69 feet, thence in said Section 11, N. 63°26'18" E. 792.33 feet, thence N. 89°26'18" E. 594.28 feet, thence S. 00°41'57" W. to the North bank of the Blackfoot River.

ALSO,

A portion of Section 11, T. 2 S., R. 37 E.B.M., Bingham County, Idaho described as

Beginning at a point that is S. 89°35'22" E. 1350.67 feet along the Section line and S. 00°34'19" W. 981.45 feet and S. 00°13'25" W. 516.43 feet and S. 00°41'57" W. 630.28 feet from the NW corner of said Section 11, and running thence S. 00°41'57" W. to the existing North bank of the Blackfoot River, thence Easterly along said North bank to a point that is S. 00°41'57" W. and N. 89°26'18" E. 1320 feet from the point of beginning, thence N. 00°41'57" E. to a point that is N. 89°26'18" E. 1320 feet from the point of beginning, thence S. 89°26'18" W. 1320 feet along the meander line of the right bank of the Blackfoot River to the point of beginning.



together with their appurtenances.

Witness:

Darrell L. Cook

DARRELL L. COOK

Afton C. Cook

AFTON C. COOK

STATE OF IDAHO, COUNTY OF BINGHAM

On this 12/16 day of August 1981
before me, a notary public in and for said State, personally appeared

DARRELL L. COOK and AFTON C. COOK

BINGHAM COUNTY RECORDER

BLACKFOOT RIVER

45-300-85

WARRANTY DEED

283799

INDEX

Value Received

FRED B. REID and ALMA J. REID, husband and wife, and DOUGLAS J. REID, dealing with his separate property

the grantor S. do hereby grant, bargain, sell, and convey unto

WALLACE R. REID and MARLENE REID, husband and wife

the grantees, whose current address is

Route 1, Box 100, Firth, Idaho 83236

the following described premises, to-wit:

Portions of Sections 2, 3, 10 and 11, T. 2 S., R. 37 E.B.M., Bingham County, Idaho, described as:

Beginning at a point that is S. 89°35'22" E. 1350.67 feet along the Section line from the NW corner of said Section 11, and running thence N. 00°34'19" E. 1285.77 feet along a fence line; thence N. 89°32'18" W. 1758.02 feet, thence along a fence line S. 22°57'33" W. 495.68 feet, thence S. 19°58'05" W. 349.60 feet, thence S. 10°40'50" W. 389.61 feet, thence S. 05°07'36" W. 532.52 feet, thence S. 23°46'41" W. 529.02 feet, thence S. 19°37'55" W. 359.04 feet, thence S. 15°35'32" W. 494.09 feet, thence leaving said fence line N. 85°11'47" E. 249.06 feet, thence S. 81°47'31" E. 372.35 feet, thence N. 74°57'43" E. 75.18 feet, thence S. 09°56'04" E. 503.12 feet, thence S. 68°59'04" W. 286.86 feet, thence S. 15°30'39" E. 341.88 feet to the meander line of the right bank of the Blackfoot River, thence along said meander line N. 73°00'00" E. 725.69 feet, thence N. 68°26'18" E. 792.33 feet, thence N. 89°26'18" E. 594.28 feet, thence leaving said meander line N. 00°41'57" E. 630.28 feet along a fence line, thence N. 00°13'25" E. 516.43 feet, thence N. 00°34'19" E. 981.45 feet to the point of beginning, EXCEPTING THEREFROM: A portion of the NE1/4NE1/4 and Lot 1 of Section 10, T. 2 S., R. 37 E.B.M., Bingham County, Idaho, described as
Beginning at a point on the S. line of a County Road that is S. along the Section line 1155.8 feet from the NE corner of said Section 10, thence S. 294.2 feet, thence S. 67°53' W. 749.5 feet, thence N. 15°48' W. 223.4 feet to the S. line of a County road, thence N. 62°43' E. along said road 537.3 feet, thence N. 67°32' E. along said road 300.5 feet to the point of beginning.

Together with all and singular the tenements, hereditaments and appurtenances thereunto appertaining or in anywise belonging, together with all water and water rights appertaining thereto.

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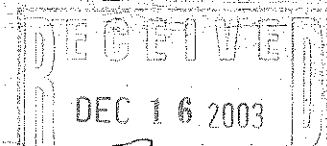
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantor S. do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that said premises are free from all incumbrances except as hereinabove set forth and that they will warrant and defend the same from all lawful claims whatsoever.

Dated:

FRED B. REID

ALMA J. REID

DOUGLAS J. REID



GRANT OF EASEMENT AND JOINT USE AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of July 1981, between FRED B. REID and ALMA J. REID, husband and wife; and DOUGLASS J. REID, a single man, hereinafter referred to as "Grantors," and WALLACE R. REID and MARLENE REID, husband and wife, hereinafter referred to as "Grantees."

WHEREAS, Grantees have applied to The Federal Land Bank of Spokane for a loan to be secured by certain real property owned by Grantees and described in that certain mortgage dated July 17, 1981, and recorded July 27, 1981 in the records of Bingham County, State of Idaho, under Instrument Number 283005 said real property being hereinafter referred to as the Grantee's property, and said loan being conditioned on Grantees obtaining the grant of easement described below, and

WHEREAS, Grantors have applied to The Federal Land Bank of Spokane for a loan to be secured by certain real property owned by Grantors and described in that certain mortgage dated July 20, 1981, and recorded July 27, 1981 in the records of Bingham County, State of Idaho, under recording number 283001 said real property being hereinafter referred to as the Grantor's property, and said loan being conditioned on Grantors granting of the easement described below, and

WHEREAS, Grantors own certain property adjacent to grantee's property, said property being described on the attached sheet as Exhibit A, and hereinafter referred to as the grantor's property, and

WHEREAS, the grantors desire to grant to grantees an easement across the grantors property for the following:

1. An irrigation pipeline and 150 H.P. pump situated on the grantors property supplying the grantee's property with irrigation water for farming purposes.
2. Joint use of a 150 H.P. Pump and Motor and accessories thereto located on the Grantors omitted property, together with a non-exclusive ingress and egress easement to repair, inspect or maintain said pump and related facilities thereto, and pipelines which carry water from the Blackfoot River to the grantees property and across the grantors deeded and omitted lands.

NOW THEREFORE, in consideration of \$10 in hand paid and for other good and valuable consideration, and the mutual covenants and promises herein contained, the parties agree as follows:

1. Grantors do hereby grant unto grantees a perpetual right and easement across the grantors property for the purposes set forth above. The location of said easement on the grantors property is described on the attached sheet as Exhibit "A". The property of the Grantees is described on the attached sheet as Exhibit "B".

The pump and motor are located on the Grantors omitted lands property and the mainline is located on omitted lands and fee owned lands. It is mutually agreed that the decreed water rights from the Blackfoot River is divided as follows:

	Date	Fred Reid & Douglas Reid	Wallace Reid
27-004	6-1-1885	Fox Whitten 55 M.I.	52.5 M.I.
*27-004	6-1-1885	" " 57 M.I.	57.0 M.I.
27-014	8-1-1871	N.A. Just 67.0 M.I.	66.5 M.I.
27-021	4-1-1899	F.M. Shoemaker 30.0 M.I.	30.0 M.I.
Total		209.0 M.I.	206.0 M.I.

*Purchased from Darrell Cook

91 AUG 17 PM 4 12

283801

RECORD THE REQUEST OF

GRANT OF EASEMENT AND JOINT USE AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of July, 1981, between FRED B. REID and ALMA J. REID, husband and wife; and DOUGLASS J. REID, a single man, hereinafter referred to as "Grantors," and WALLACE R. REID and MARLENE REID, husband and wife, hereinafter referred to as "Grantees."

WHEREAS, Grantees have applied to The Federal Land Bank of Spokane for a loan to be secured by certain real property owned by Grantees and described in that certain mortgage dated July 17, 1981, and recorded July 27, 1981 in the records of Bingham County, State of Idaho, under Instrument Number 283005 said real property being hereinafter referred to as the Grantee's property, and said loan being conditioned on Grantees obtaining the grant of easement described below, and

WHEREAS, Grantors have applied to The Federal Land Bank of Spokane for a loan to be secured by certain real property owned by Grantors and described in that certain mortgage dated July 20, 1981, and recorded July 27, 1981 in the records of Bingham County, State of Idaho, under recording number 283001 said real property being hereinafter referred to as the Grantor's property, and said loan being conditioned on Grantors granting of the easement described below, and,

WHEREAS, Grantors own certain property adjacent to grantee's property, said property being described on the attached sheet as Exhibit A, and hereinafter referred to as the grantor's property, and

WHEREAS, the grantors desire to grant to grantees an easement across the grantors property for the following:

1. An irrigation pipeline and 150 H.P. pump situated on the grantors property supplying the grantee's property with irrigation water for farming purposes.
2. Joint use of a 150 H.P. Pump and Motor and accessories thereto located on the Grantors omitted property, together with a non-exclusive ingress and egress easement to repair, inspect or maintain said pump and related facilities thereto, and pipelines which carry water from the Blackfoot River to the grantees property and across the grantors deeded and omitted lands.

NOW THEREFORE, in consideration of \$10 in hand paid and for other good and valuable consideration, and the mutual covenants and promises herein contained, the parties agree as follows:

1. Grantors do hereby grant unto grantees a perpetual right and easement across the grantors property for the purposes set forth above. The location of said easement on the grantors property is described on the attached sheet as Exhibit "A". The property of the Grantees is described on the attached sheet as Exhibit "B".

The pump and motor are located on the Grantors omitted lands property and the mainline is located on omitted lands and fee owned lands. It is mutually agreed that the decreed water rights from the Blackfoot River is divided as follows:

Decree #	Date	Fred Reid & Douglas Reid	Wallace Reid
27-004	6-1-1885	Fox Whitten 55 M.I.	52.5 M.I.
*27-004	6-1-1885	" " 57 M.I.	57.0 M.I.
27-014	8-1-1871	N.A. Just 67.0 M.I.	66.5 M.I.
27-021	4-1-1899	E.M. Shoemaker 30.0 M.I.	30.0 M.I.
Total		209.0 M.I.	206.0 M.I.

*Purchased from Darrell Cook

DEC 16 2003

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7 1891

RECORDED AT THE REQUEST OF