

Kent - Albert Bell Property

The other portion of the Albert L Bell property - W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 13, Township 3S Range 34E was deeded to James Marriott then deeded to the following persons:

Michael Main (See page 10)
644 W 300 S
Blackfoot, ID 83221,

Paul & Linda De McDaniel (See page 11 & 12)
275 S 625 W
Blackfoot, ID 83221,

Tricia L Gay (See page 13 & 14)
639 W 275 S
Blackfoot, ID 83221

and

Kim Gundersen - WATER RIGHT NO. 27-26E (See page 15)
648 W 300 S
Blackfoot, ID 83221.

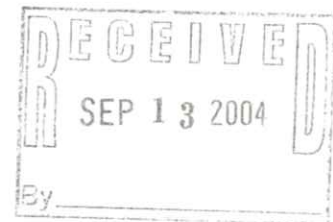
No specific water rights were mentioned in the property deeds (see below), however there were 25 inches of the Daniel Y Miller decree on the Albert Bell property not deeded with the portion of property deeded to Gary Wright. It appears that the owners of this property would have claim on this 25 inches of water.

Note: Water Right 27-26D (James Marriott) claimed 1.2 CFS and Water Right 27-26E (Kim Gundersen) Claimed 0.8 CFS; however, there was only 25 inches (0.5 CFS) of the decreed water deeded to this property.

The deed from Kent to Thomson did also mention 100 inches of appropriated water in addition to the decreed water. (Whatever that means?)

Based on the 25 inches of the Daniel Miller decree remaining of the 20 acres (W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 13 TS 3S Range 34E) it appears that each acre would be entitled to 1.25 inches of the decree since none of the deeds mentioned a specific water right transfer.

ORIGINAL



Daniel Y Miller Property & Water Rights

April 17, 1889

110

United States To Daniel Y. Miller.

4-17-1889

Final Receiver Receipt, No. 812 Application No. 1392

Brantback

April 17th 1889.

Received of Daniel Y. Miller the sum of six dollars cents being the balance of payment required by law for the entry of Lots one and two and 17th NE 1/4 of Sec. 24, the 3rd SE 1/4 of Sec. 13 in Twp. 3, S. R. 34 E. B.M. and Lot 1 of Sec. 19 in Twp. 3, S. R. 35 E. B.M. containing one hundred and fifty eight two acres, under Sec. 2291 of the Revised Statutes of the U.S.

John Montgomery
Receiver.

Recorded at the request of
Brantback Ind Land. April 20, 1889.
at 4-50 P.M.

Geo. Robetham, Recorder.
By J. B. Boreham, Deputy.

ORIGINAL

2

G:\basin27\stevens27\26danielmiller\danielmillerdecree-originaldistribution



Daniel Y Miller Property & Water Rights

27 January 1894

1-27-1894

THE UNITED STATES OF AMERICA.

Acquit Land
Certificate No. 527

To all to Whom these Presents shall Come--GREETING:

WHEREAS, Daniel Y. Miller
of Bingham County, Idaho,
has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office
at Blackfoot, Idaho, whereby it appears that full payment has been made
by the said Daniel Y. Miller
according to the provisions of the Act of Congress of the 24th of April, 1820, entitled, "An Act making further
provisions for the Sale of the Public Lands," and the acts supplemental thereto, for the

East half of the Southeast quarter of section thirty
ten in township three south of range thirty
four east of Boise Meridian in Idaho, contain
ing eighty acres.

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the
Surveyor General, which said Tract has been purchased by the said Daniel Y. Miller

NOW, KNOW YE, That the United States of America, in consideration of the premises, and in conformity
with the several Acts of Congress in such case made and provided, have GIVEN and GRANTED, and by these
presents do GIVE and GRANT, unto the said Daniel Y. Miller
and to his heirs, the said Tract above described.

TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances
of whatsoever nature thereunto belonging, unto the said Daniel Y. Miller and to his heirs
and assigns forever, subject to any vested and accrued water rights for mining, agricultural, manufacturing
or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be
recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of
the proprietor of a vein or lode, to extract and remove his ore therefrom, should the same be found to penetrate or
intersect the premises hereby granted, as provided by law, and there is reserved from the lands hereby granted
a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, Grover Cleveland President of the United
States of America, have caused these letters to be made Patent, and the Seal of
the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the twenty seventh
day of January, in the year of our Lord one thousand eight hun-
dred and ninety four, and of the Independence of the United
States the one hundred and eighteenth.

BY THE PRESIDENT: Grover Cleveland
By W. McKean Secretary.
By L. L. de Lamar Recorder of the General Land Office.

Recorded Vol. 9a Page 16
Filed for Record at Blackfoot, Idaho Feb 23 A. D. 1894 and recorded at the request of
D. Y. Miller
By Geo. F. Gazon Recorder
Deputy.

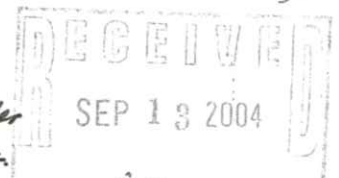


ORIGINAL

1

3.2

gill basin 27/stevens 27/26 Daniel Miller / Daniel Miller
decree - original ~~AKS~~ Amble.



Daniel Y Miller Property & Water Rights

25 inches of Daniel Y Miller Decree

1-30-1900

Daniel Y. Miller,
Annie M. Miller,
John D. Kent.

THIS INDENTURE, made the 30th day of January in the year of our Lord 1901

between Daniel Y. Miller and Annie M. Miller his lawful wife of the County of Bingham and State of Idaho the part 1st of the first part, and John D. Kent of the County of Bingham and State of Idaho the part 2nd of the second part.

WITNESSETH: That the said part 1st of the first part, for and in consideration of the sum of Seven hundred and fifty DOLLARS, lawful money of the United States of America, to them in hand paid by the said part 2nd of the second part, the receipt whereof is hereby acknowledged, do hereby present GRANT, SELL, ASSIGN and CONVEY and CONFIRM unto the said part 2nd of the second part, and to his heirs and assigns forever, all the certain lot or parcel of land situate, lying and being in the County of Bingham and State of Idaho and bounded as follows, to-wit:

The West half of the Southwest quarter of the Southeast quarter (W-1/2 NW-1/4 SE-1/4) section thirteen (13) and the West half of the Northwest quarter of the Northwest quarter (W-1/2 of NW-1/4 of NE-1/4) and the West half of lot two (2) of section twenty-four (24) in township three (3) south of range thirty-four (34) east of the Boise Meridian, containing sixty-one and sixty one hundredths acres (61.61/100), together with twenty-five (25) inches of water out of the Blackfoot River, in Bingham County, Idaho, at low water mark as per decree of the Fifth (5th) Judicial District Court of Bingham County, Idaho, dated August first (1st) 1891, together with all ditches and ditch right away thereunto appertaining.

Together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in any wise 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 2nd of the second part, and to his heirs and assigns forever, and the said part 1st of the first part, his heirs, and the said premises in a quiet and peaceable possession of the said part 2nd of the second part, his heirs and assigns, against the said part 1st of the first part and 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 part 1st of the first part has hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of
Geo. L. Wall.

Daniel Y. Miller. (SEAL)
Annie M. Miller. (SEAL)

STATE OF IDAHO, }
County of Bingham. } I DO HEREBY CERTIFY that on this 30th day of January, in the year of 1901, before me, George L. Wall, Notary Public, known to me to be the person in and for said County and State, personally appeared Daniel Y. Miller, whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

AND I DO HEREBY CERTIFY that: On this 30th day of January, in the year of 1901, before me, George L. Wall, Notary Public, known to me to be the person whose County and State, personally appeared Annie M. Miller, known to me to be the person whose name is subscribed to the within and foregoing instrument, described as a married woman, the wife of the above named Daniel Y. Miller, and upon an examination separate and apart from and without the hearing of her said husband, she acknowledged to me that she executed the same and that she does not wish to retract such admission.

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

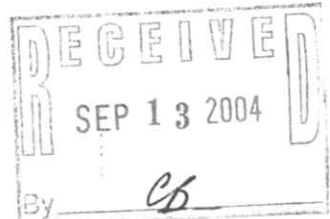
George L. Wall,
Notary Public

My commission expires Oct. 22nd 1901

Recorded at the request of John D. Kent, October, 16th 1901, at 2:30 minutes past 11 o'clock A.M.

Geo. F. Ogden, Recorder.
By J. H. Wilson Deputy.

ORIGINAL



4.03

Daniel Y Miller Property & Water Rights

25 inches of Daniel Y Miller Decree

1-30-1900

Daniel Y. Miller
and wife
to
William Hancock.



This Indenture, made this 30th day of January in the year of our Lord one thousand nine hundred and 0 between Daniel Y. Miller and Annie M. Miller, his wife of the County of Bingham and State of Idaho, the part 1st of the first part and William Hancock of the County of Bingham and State of Idaho the part 2nd of the second part.

WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of Seven hundred and fifty Dollars, lawful money of the United States of America, to them in hand paid by the said part 2nd of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, sell, bargain and convey and confirm unto the said part 2nd of the second part, and to his heirs and assigns forever, all the certain lots 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 South West quarter of the East half of the North West quarter of the North East quarter (E. 1/2 of S.W. 1/4 of N.E. 1/4) Section Fifteen (15) the East half of the North West quarter of the North East quarter (E. 1/2 of S.W. 1/4 of N.E. 1/4) and the East half of Lot Two (2) in Section Twenty-four (24) in Township Three (3) South of Range Thirty-four (34) East of the Boise Meridian, containing Sixty (60) acres, together with Twenty-five (25) inches of water out of the Blackfoot River, in Bingham County, Idaho, at low water mark, as per decree of the Fifth (5th) Judicial District Court of Bingham County, Idaho, (dated August First (1st) 1891, together with all ditches and ditch right appertaining thereto appertaining.

Together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in any wise 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 2nd of the second part, and to his heirs and assigns forever, and the said part 1st of the first part and their heirs, and the said premises in a quiet and peaceable possession of the said part 2nd of the second part, his heirs and assigns, against the said part 1st of the first part and 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 part 1st of the first part has hereunto set their hands and seal the day and year first above written.

Signed, Sealed and delivered in the presence of

Geo. L. Wall Daniel Y. Miller (SEAL)
Annie M. Miller (SEAL)

STATE OF IDAHO, }
County of Bingham } ss. I DO HEREBY CERTIFY THAT, on this 30th day of January in the year of 1900, before me, George L. Wall a Notary Public in and for said County and State, personally appeared Daniel Y. Miller, 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.

AND I DO HEREBY CERTIFY, that on this 30th day of January in the year of 1900, before me, George L. Wall, a Notary Public in and for said County and State, personally appeared Annie M. Miller, known to me to be the person whose name is subscribed to the within and foregoing instrument, described as a married woman, the wife of the above named Daniel Y. Miller, and upon an examination separate and apart from and without the hearing of her said husband, I made her acquainted with the contents of the instrument, and thereupon, without the hearing of her said husband, she acknowledged to me that she executed the same and that she does not wish to retract such execution.

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

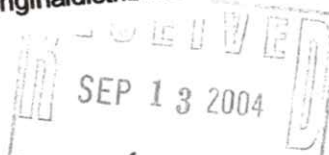
 George L. Wall
Notary Public

My commission expires Oct. 22d, 1901

Recorded at the request of William Hancock 28th day of June 1902, at 10 minutes past 11 o'clock A. M.

By Geo. J. Fagan Recorder.
Deputy.

ORIGINAL



4.04

Daniel Y Miller Property & Water Rights

50 inches of Daniel Y Miller Decree

3-4-1901

Daniel Y. Miller,
Annie M. Miller,
TO
Bertie Ball,
J. C. Ball.

THIS INDENTURE, made the 4th day of March in the year of our Lord one thousand nine hundred and one between Daniel Y. Miller and Annie M. Miller, his wife, of the County of Blaine and State of Idaho the parties of the first part, and Bertie Ball and J. C. Ball of the County of Blaine and 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 Twenty-seven hundred and fifty (\$2750.00) 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, do hereby GRANT, SELL, ASSIGN and CONFIRM unto the said parties of the second part, and to their heirs and assigns forever, all the certain lot or parcel of land situate, lying and being in the County of Blaine and State of Idaho and bounded and described as follows, to-wit:

The East half of the Southeast quarter (E-1/2 S. E-1/4) section thirteen (13), lot one (1) section twenty-four (24), township three (3) south of range thirty-four (34) east and lot one (1) section nineteen (19), township three (3) south, of range thirty-five (35) east of the Boise Meridian, in Blaine County, Idaho, containing one hundred and nineteen and forty-four one hundredths of an acre (119-44/100) together with fifty (50) inches of water out of the Blackfoot River in Blaine County, State of Idaho at low water mark as per decree of the Fifth (5th) Judicial Court of Blaine County, Idaho, dated August 1st 1891, together with all ditches and ditch right away thereunto appertaining.

Together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in any wise 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 parties of the second part, and to their heirs and assigns forever, and the said parties of the first part and their heirs and assigns, against the said parties of the first part and 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 hereunto set their hands, and seal the day and year first above written.

Signed, sealed and delivered in the presence of
Geo. L. Wall.

Daniel Y. Miller. (SEAL)
Annie M. Miller. (SEAL)

STATE OF IDAHO,
County of Blaine } ss. I DO HEREBY CERTIFY that on this 4th day of March in the year of 1901, before me, George L. Wall, Notary Public in and for said County and State, personally appeared Daniel Y. Miller, 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.

AND I DO HEREBY CERTIFY that: On this 4 day of March in the year of 1901 before me, George L. Wall, Notary Public in and for said County and State, personally appeared Annie M. Miller, known to me to be the person whose name is subscribed to the within and foregoing instrument, described as a married woman, the wife of the above named Daniel Y. Miller, and upon an examination separate and apart from and without the hearing of her said husband, she acknowledged to me that she executed the same and that she does not wish to retract such execution.

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

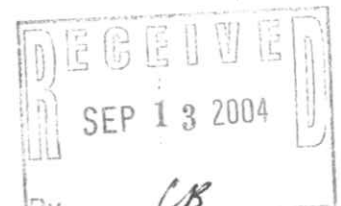
(SEAL)
George L. Wall,
Notary Public.

My commission expires Oct 22, 1901

Recorded at the request of Geo. E. Gray, March 15th 1901 at _____ minutes past 9 o'clock A. M.

Geo. F. Osgood, Recorder.
By J. H. Williams, Deputy.

ORIGINAL



Kent - Albert Bell Property

WARRANTY DEED

BOOK NO. 19

This Indenture, Made the 27th day of September in the year of our Lord one thousand and four hundred and ten between John D. Kent and Amanda C. Kent his wife of the County of Bingham and State of Idaho the part 1st of the first part, and R. A. Thomsen of the County of Bingham and State of Idaho the part 2d of the second part, WITNESSETH: That the said part 1st of the first part, for and in consideration of the sum of Sixty six hundred and no/100 (\$6600.00) DOLLARS, lawfully money of the United States of America, to them lawfully paid by the said party of the second part, the receipt whereof is hereby acknowledged do by these presents grant, sell, bargain and convey and confirm unto the said part 2d of the second part, and to his heirs and assigns forever, all the certain lot piece or parcel of land situate, being and being in the County of Bingham and State of Idaho, and bounded and described as follows, to-wit:

The west half (W_{1/2}) of the southeast quarter (SE_{1/4}) of the southeast quarter (SE_{1/4}) of section thirteen (13) and the West half (W_{1/2}) of the Northwest quarter (NW_{1/4}) of the Northeast quarter (NE_{1/4}) and the West half (W_{1/2}) of Lot two (2) all of Section twenty four (24) in township three (3) South of range thirty four (34) East of Boise Meridian in Idaho containing 61.61 acres; together with 100 inches of appropriated water right out of Blackfoot River and 25 inches of decreed water right in low water season; Also all ditches and ditch rights of way.

Together with all and singular the tenements, hereditaments and appurtenances thereto in anywise appertaining, unto the said part 2d of the second part, and to his heirs and assigns forever, and the said part 1st of the first part and their heirs, and the said premises in a quiet and peaceable possession of the said part 2d of the second part, his heirs and assigns, against the said part 1st of the first part and 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 ha Ye hereunto set their hands and seal, the day and year first above written.

Signed, sealed and delivered in the presence of

W. H. Stufflebeam } John D. Kent (seal)
Amanda C. Kent (seal)

STATE OF IDAHO,
County of Bingham ss.
I, W. H. Stufflebeam, Notary Public, do hereby certify that, On this 20th day of March in the year of 1911, John D. Kent and Amanda C. Kent his wife personally appeared before me and for said County and State, personally appeared John D. Kent and Amanda C. Kent his wife known to me to be the parties whose name 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, Bingham County, Idaho, the day and year first above written.

W. H. Stufflebeam Notary Public
My commission expires Nov. 12th, 1913

Witnessed at the request of W. H. Stufflebeam March 22, 1911 at 10:00 A M

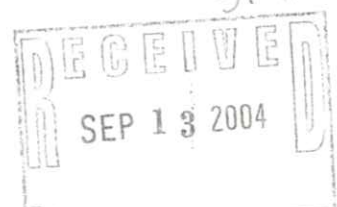
J. Y. Carver Recorder
Jesse Buckman Deputy Recorder

9-27-1910

ORIGINAL

3

G:\basin27\stevens27\26daniel miller\kent=bell property



Kent - Albert Bell Property
John D Kent to R.A. Thomson - 27 September 1910

...of Utah ...
 ...the 18th day of November, in the year 1936, before me, B. F. Willis, a Notary Public,
 ...appeared John D. Kent, Vice President, A. L. Macomber, known to me to be the
 ...and member of the corporation that executed the foregoing instrument, and acknow-
 ...to be that such corporation executed the same. F.
 ...Aug. 4, 1939
 ...at request of C. C. Harris Feb. 11, 1936 at 9:40 A. M.
 ...Deputy
 ...Jno. H. Falk, Recorder
 ...H. T. Falk, Sheriff to Federal Land Bank
 ...SHERIFF'S DEED
 ...THIS DEED, made this 20th day of January, 1936, between H. T. Falk, Sheriff of Bingham
 ...County, State of Idaho, party of the first part, and THE FEDERAL LAND BANK OF SPOKANE, a corpor-
 ...ation, with its principal place of business at Spokane, Washington, party of the second part;
 ...WITNESSETH: WHEREAS the said The Federal Land Bank of Spokane, a corporation, secured a
 ...decree of foreclosure on the 23rd day of December, 1936, in that certain action filed in the
 ...District Court of the Sixth Judicial District of the State of Idaho, in and for the County of
 ...Bingham, and in which the said The Federal Land Bank of Spokane, a corporation, was plaintiff
 ...and Sophia M. Thomson, a widow; P. W. Thomson; Ira Empey and Deltha Empey, husband and wife;
 ...Albert Bell and Laisie Bell, husband and wife; Blackfoot National Farm Loan Association, a cor-
 ...poration; Unknown heirs of Robert Allen Thomson, same person as Robert Allen Thomson, deceased;
 ...et al, were defendants, and whereas among other things it was ordered in said decree that all
 ...and singular the premises described therein, should be sold at public auction according to law;
 ...AND, WHEREAS, Ira Corey the then Sheriff of said County, did on the 18th day of January,
 ...1937, after due and public notice, sell the said premises according to law and as in said Decree
 ...directed, to The Federal Land Bank of Spokane, a corporation, for the sum of Four Thousand and
 ...no/100 (\$4000.00) DOLLARS, the said The Federal Land Bank of Spokane, a corporation, being the
 ...highest and best bidder therefor;
 ...AND WHEREAS, a Certificate of Sale was duly issued on the 18th day of January, 1937, and
 ...more than one year has elapsed since the said sale and no redemption has been made by or on
 ...behalf of said defendants, or any of them, and whereas the said The Federal Land Bank of Spokane,
 ...corporation, is now the owner and holder of said Certificate of Sale.
 ...NOW, THEREFORE, H. T. Falk, the said Sheriff of Bingham County, State of Idaho, for and in
 ...consideration of the sum of Four Thousand and no/100 (\$4000.00) DOLLARS, paid for said premises
 ...to the said The Federal Land Bank of Spokane, a corporation, the receipt whereof is hereby ack-
 ...nowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain,
 ...sell and convey to the said The Federal Land Bank of Spokane, a corporation, and its successors
 ...and assigns forever, all of the following described premises located and situated in Bingham
 ...County, State of Idaho, to-wit:
 ...The West Half of the Southwest quarter of the Southeast quarter of Section Thirteen, and
 ...the West Half of the Northwest quarter of the Northeast quarter, and the West Half of Lot Two
 ...in Section Twenty-four, all in Township Three South, of Range Thirty-four, East of the Boise
 ...Meridian;
 ...All water and water rights used upon or appurtenant to said property and however evidenced,
 ...including (but not limited to) a water right evidenced by 60 shares of stock in Riverton Ditch
 ...Company, evidenced by stock certificate #44.
 ...Together with all and singular the tenements, hereditaments and appurtenances thereunto
 ...in anywise appertaining.

1-20-1938

**Water Identified: 100 inches of appropriated water right out of Blackfoot River and
 25 inches of decreed water right in low water season**

ORIGINAL

G:\basin27\stevens27\26daniel miller\kent=bell property

7.7.21

RECEIVED
 SEP 13 2004
 BV

2-15-1938

4

RECEIVED
SEP 13 2004
By _____

7.7.6

Kent - Albert Bell Property

1-26-1945

WARRANTY DEED #13428 - R.A. Thompson

THIS INSTRUMENT, made this 26th day of January, 1945, between THE FEDERAL LAND BANK OF SPOKANE, a corporation organized and existing under the act of Congress known as the Federal Land Loan Act, as amended, with its principal place of business in the City of Spokane, County of Spokane, State of Washington, the party of the first part, and Albert L. Bell and Daisy Bell, his wife, parties of the second part,

WITNESSETH: That the party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, does by these presents Grant, Bargain, Sell, Convey and warrant to the parties of the second part, and to their heirs and assigns forever, the following described real estate, situate in the County of Bingham, State of Idaho, to wit:

The West half of the Southwest Quarter of the Southeast Quarter of Section Thirteen, and the West half of the Northwest Quarter of the Northeast Quarter, and the West Half of Lot Two in Section Twenty-four, all in Township Three South of Range Thirty-four East of the Boise Meridian;

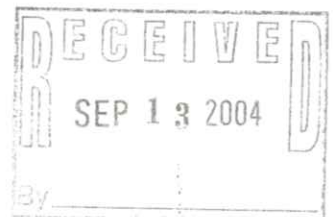
\$4.40 I.R.S. attached and cancelled.

Together with all the tenements, hereditaments, rights, privileges and appurtenances thereto belonging, and all waters and water rights, and all watering and irrigating apparatus and fixtures which are appurtenant to or incident to the ownership of said premises, but nothing herein contained shall be construed as a warranty of any water right.

To have and To hold said premises unto the parties of the second part, their heirs and assigns forever, subject to the following:

1. Unpaid taxes, assessments and water charges, including but not limited to those levied or imposed by the United States Reclamation or Indian Service or by any water or irrigation or drainage district or company, and all other unpaid charges, liens or assessments imposed by or pursuant to law on the above described property, including any and all deferred charges, becoming due subsequent to the year 1936.
2. Any lien imposed by law by reason of the outstanding indebtedness of any drainage, irrigation or other special improvement district; and any lien or encumbrance revived or placed

ORIGINAL



Kent - Albert Bell Property

Page 2

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on said property by, through or under the parties of the second part.

3. The exceptions, provisions and reservations contained in patents or deeds from the United States of America, or the state in which said land is situate, or in deeds from Railway companies; and any and all easements, rights of way for railroads, roads or highways or other servitudes.

The party of the first part hereby covenants that, except as hereinabove stated, it will forever Warrant and Defend the title to said premises and the quiet and peaceable possession thereof unto the said parties of the second part, or their assigns, against all and every person and persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The party of the first part has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed by its proper and duly authorized officers.

Corporate Seal

THE FEDERAL LAND BANK OF SPOKANE
By S. C. Fish, Vice President.

ATTEST: C. C. Upton, Assistant Secretary

Approved ECP Attorney

STATE OF WASHINGTON

COUNTY OF SPOKANE. ss.

On this 26th day of January, 1945, before me (a notary public in and for the above named state) personally appeared S. C. Fish, to me known to be Vice-President of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and that it executed the same; and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

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

SEAL

E. C. Prestbye
Notary Public in and for the State of Washington
Residing at Spokane, Washington.
My commission expires October 7, 1947.

Recorded at the request of Albert Bell on January 30, 1945 at 4:02 p.m. Fee \$ 1.40
By JW - Jayne W. W. - Deputy Jno. H. Falk, Recorder

ORIGINAL



Kent - Albert Bell Property

Kim Gundersen

RECORDED
 BLACK: CUT: 10 AND
 1559 SEP 20 AM 10:15
 RECORDED AT THE REQUEST OF
 Adams L. & Est. Corp.

483126 WARRANTY DEED

Order No. 3029900127-L

FOR VALUE RECEIVED

James M. Marriott and Colleen Marriott, Husband and Wife
 the grantor(s), do(es) hereby grant, bargain, sell and convey unto
Kim C. Gundersen and Tamara J. Gundersen, Husband and Wife
 whose current address is
 1671 Frontage Rd. Blackfoot, ID 83221

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

Parcel 1:
 Part of the West Half of the Southwest Quarter of the Southeast Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 13, Township 3 South, Range 34 East of the Boise Meridian, Bingham County, Idaho described as follows:

Beginning at the South Quarter corner of said Section 13 and running thence North 89°13'51" East 224.90 feet along the section line to the Southwest corner of the property as described in Instrument No. 427243; thence along the boundary of said property the following three (3) courses: (1) North 00°46'09" West 246.26 feet; thence (2) North 89°13'51" East 180.85 feet; thence (3) South 14°36'41" East 253.63 feet to the South line of said Section 13; thence North 89°13'51" East 193.95 feet along said South line to the East line of said West Half of the Southwest Quarter of the Southeast Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 13; thence North 00°29'33" East 639.68 feet along said East line to the centerline of an existing irrigation ditch; thence South 86°51'44" West 661.53 feet along said existing irrigation ditch to the West line of said West Half of the Southwest Quarter of the Southeast Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 13; thence South 00°29'37" West 612.33 feet along said West line to the Point of Beginning.

SUBJECT TO an existing County Road right-of-way along the South side of the above described parcel.

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

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

Dated: September 14, 1999

James M. Marriott
 James M. Marriott

Colleen Marriott
 Colleen Marriott

State of Idaho)
 County of Bingham) ss.

483126

On this 14 day of September, in the year 1999, before me, a Notary Public in and for said state, personally appeared James M. Marriott and Colleen Marriott

known or identified to me to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged to me (s)he/they executed the same.

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

Kim C. Gundersen
 Notary Public for the State of Idaho
 Residing at: Blackfoot
 Commission Expires: 08/12/2004

NOTARY PUBLIC
 STATE OF IDAHO

9-14-1999

ORIGINAL

G:\basin27\stevens27\26daniel miller\kent=bell property

13.7
 RECEIVED
 SEP 19 2004

Kent - Albert Bell Property

Tricia Gay Deed

492483

WARRANTY DEED

Order No. 302000922-J

FOR VALUE RECEIVED

Oakwood Mobile Homes, Inc.

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

Oakwood Mobile Homes, Inc. and Tricia L. Gay, a single woman

whose current address is

7000 McClure Road, Coon Rapids, MN 55433

the grantor(s), the following described premises, in Blaine County, Idaho, TO WIT:

Parcel II:

Part of the W/2SW/4SE/4 of Section 13, Township 3 South, Range 34 East of the Boise Meridian, Blaine County, Idaho, described as:

Beginning at a point that is South 89°13'51" West 1981.14 feet along the South line of said Section 13 to the East line of said W/2SW/4SE/4 of said Section 13 and North 0°29'33" East 639.68 feet along said East line to the True Point of Beginning from the Southeast corner of said Section 13 and running thence South 89°51'44" West 357.67 feet along the centerline of an existing irrigation ditch; thence North 0°29'33" East 718.63 feet to the North line of said W/2SW/4SE/4; thence North 89°46'06" East 356.97 feet along said North line to the East line of said W/2SW/4SE/4; thence South 0°29'33" West 692.49 feet along said East line to the Point of Beginning.

EXCEPTING THEREFROM: Part of the Southwest Quarter of the Southeast Quarter (SW/4SE/4) of Section 13, Township 3 South, Range 34 East of the Boise Meridian, Blaine County, Idaho described as follows:

Beginning at a point on the East line of the West Half of the Southwest Quarter of the Southeast Quarter (W/2SW/4SE/4) of said Section 13 that is N. 89°13'51" E. 669.38 feet along the section line and N. 09°29'33" E. 639.68 feet from the South Quarter corner of said Section 13 and running thence N. 09°29'33" E. 486.26 feet along said East line to the centerline of an existing irrigation canal; thence along said centerline the following five (5) courses: (1) S. 16°38'54" W. 22.94 feet; thence (2) S. 03°28'36" W. 96.83 feet; thence (3) S. 18°17'12" W. 214.19 feet; thence (4) S. 08°29'33" W. 43.27 feet; thence (5) S. 23°37'21" W. 21.04 feet; thence N. 06°51'44" E. 73.49 feet to the point of beginning.

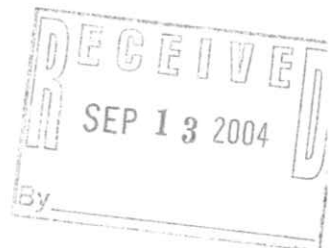
Parcel III:

Part of the Southwest Quarter of the Southeast Quarter (SW/4SE/4) of Section 13, Township 3 South, Range 34 East of the Boise Meridian, Blaine County, Idaho described as follows:

Beginning at a point on the East line of the West Half of the Southwest Quarter of the Southeast Quarter (W/2SW/4SE/4) of said Section 13 that is N. 89°13'51" E. 669.38 feet along the section line and N. 09°29'33" E. 639.68 feet from the South Quarter corner of said Section 13 and running thence N. 09°29'33" E. 486.26 feet along said East line to the centerline of an existing irrigation canal; thence along said centerline the following five (5) courses: (1) S. 16°38'54" W. 22.94 feet; thence (2) S. 03°28'36" W. 96.83 feet; thence (3) S. 18°17'12" W. 214.19 feet; thence (4) S. 08°29'33" W. 43.27 feet; thence (5) S. 23°37'21" W. 21.04 feet; thence N. 06°51'44" E. 73.49 feet to the point of beginning.

8-2-2000

ORIGINAL



14.02

Kent - Albert Bell Property

Tricia Gay Sh. 2

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

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

Dated: August 2, 2000

Oakwood Mobile Homes, Inc.,
By: [Signature]
Jeff Crandall, A General Manager

State of Idaho }
County of Blaine } ss.

On this 2nd day of August, 2000, before me, a Notary Public in and for said state, personally appeared Jeff Crandall known to me to be a General Manager of the Corporation, and acknowledged to me that pursuant to a Resolution of the Board of Directors, executed the foregoing to said Corporation name.

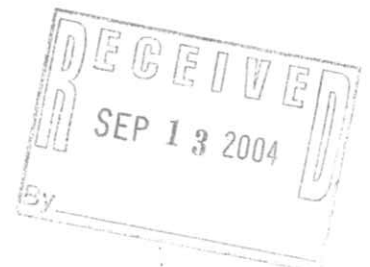
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate first above written.

[Signature]
Notary Public for the State of Idaho
Residing at: Blackfoot
Commission Expires: 8/12/04



492487

ORIGINAL



Kent - Albert Bell Property

Michael Main Deed

Paul McDaniel Deed

502617

AFTER RECORDED, RETURN TO:

Gregory J. Ehardt, P.A.
2677 East 17th Street, Suite 400
Idaho Falls, Idaho 83406

RECORDED
BLACKFOOT, IDAHO

FEE 16.00 DEP 0.00

2001 JUL 26 AM 11:33

RECORDED AT THE REQUEST OF

Gregory J. Ehardt

QUIT CLAIM DEED

Eldon G. Johnson and DeESta M. Johnson, Husband and Wife, Grantors, of Bannock County, Idaho, hereby QUIT-CLAIMS to Paul B. McDaniel, Linda De McDaniel, Linda De McDaniel, guardian for Zachary D. Lewis, under the Idaho Uniform Transfers to Minors Act, Linda De McDaniel, guardian for Randall J. Lewis, under the Idaho Uniform Transfers to Minors Act, and Linda De McDaniel, guardian for Brownyn M. McDaniel, under the Idaho Uniform Transfers to Minors Act, Grantees, for the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the real property in Bingham County, State of Idaho, more particularly described in Exhibit "A" hereto, which is incorporated herein by reference.

This conveyance is made subject to any unpaid real property taxes and all other easements, restrictions, rights-of-way and other encumbrances of record.

WITNESS the hand of said Grantor as of the 29 day of July, 2001.

Eldon G. Johnson
Eldon G. Johnson

DeESta M. Johnson
DeESta M. Johnson

STATE OF IDAHO)

COUNTY OF Bonneville) ss.

On the 29th day of July, 2001, personally appeared before me Eldon G. Johnson and DeESta M. Johnson, the signers of the within instrument, who duly acknowledged to me that they executed the same.



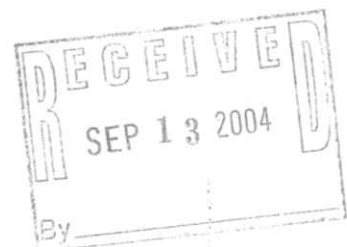
Kambria J. Reeves
NOTARY PUBLIC
Residing at Idaho Falls, ID
My commission expires 4/11/07

1

ORIGINAL

10

G:\basin27\stevens27\26daniel miller\kent=bell property



14.03

Kent - Albert Bell Property

Paul McDaniel Sh. 2

EXHIBIT "A"
To Special Warranty Deed

Part of the W1/2SW1/4SE1/4 of Section 13, Township 3 South, Range 34 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point that is S 89°13'51" W 2641.52 feet along the south line of said Section 13 to the south 1/4 corner and N 0°29'37" E 612.33 feet along the west line of said W1/2SW1/4SE1/4 of said Section 13 to the centerline of an existing irrigation ditch and the True Point of Beginning from the Southeast corner of said Section 13 and running thence N 0°29'37" E 726.03 feet along said west line to the north line of said W1/2SW1/4 SE1/4; thence N 89°46'06" E 303.27 feet along said north line; thence S 0°29'37" W 710.62 feet to the centerline of an irrigation ditch; thence S 86°51'44" W 303.86 feet along said centerline of an irrigation ditch to the point of beginning.

502617

ORIGINAL



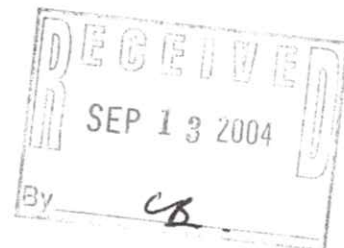
Daniel Y Miller Property & Water Rights

100 inches April 1, 1883 Decree



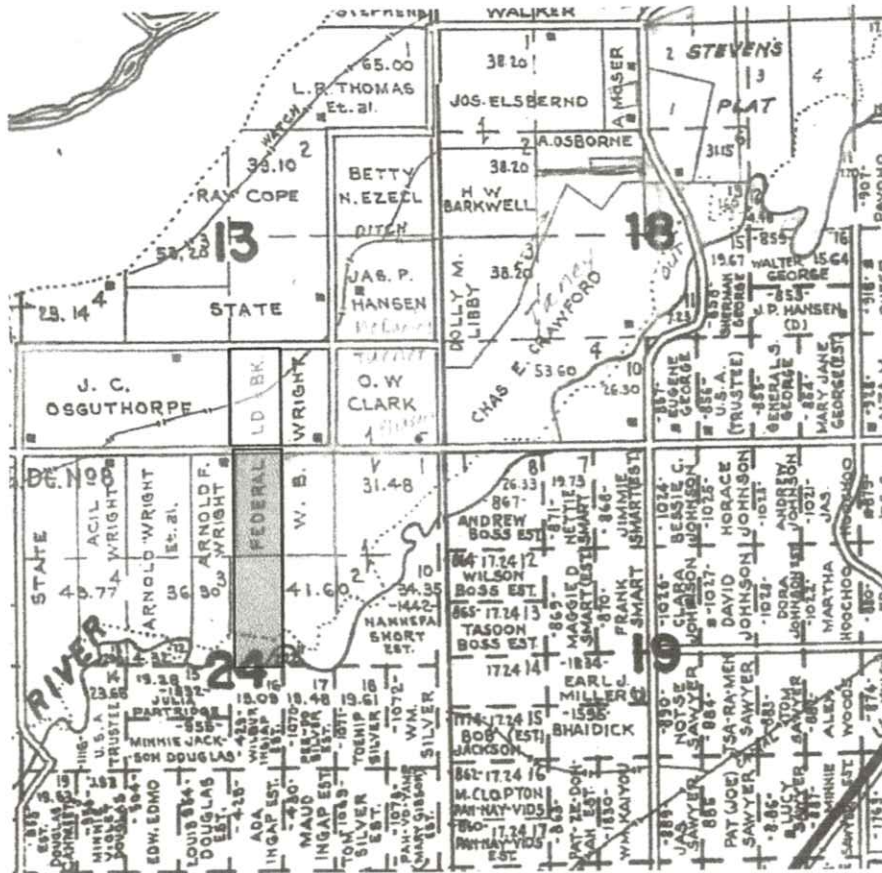
- Ball – 50 inches – 119.44 Acres
- Hancock – 25 inches – 60 Acres
- Kent – 25 inches – 61.61 Acres

ORIGINAL



Kent - Albert Bell Property
Daniel Miller Water on the Albert Bell Property:

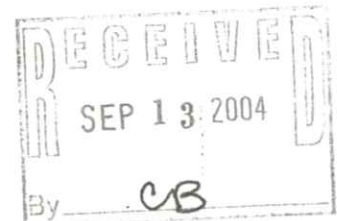
Reference: See the **Daniel Miller** file for initial data on the distribution of the 100 inches of the decreed water.



- ☐ Bell to Marriott then to various owners – 25 inches Daniel Y Miller
- ☒ Bell to Gary Wright – deeded with 40 inches March 25 1880

See page 9 of this document for summary of Bell to Marriott 25 inches of Daniel Y Miller Decree.

ORIGINAL



CB
 9:11 basin 27 / Stevens 27 / 26 Daniel Miller

Basin	Sequence	Suffix	Basis	Status	Priority Date	Rate(cfs)	Source	Water Use(s)	Owner(s)	Source Table
27	26	A	Decreed	Active	1885-03-25	0.58	BLACKFOOT RIVER	IRRIGATION	STECKLEIN, LA VERELLE (Current)	wrAdjudicationClaim
27	26	C	Decreed	Active	1884-10-01	0.42	BLACKFOOT RIVER	IRRIGATION	POWERS, CHARLIE M (Current)	wrAdjudicationClaim
27	26	D	Decreed	Active	1884-10-01	1.2	BLACKFOOT RIVER	IRRIGATION	MARRIOTT, COLLEEN R (Current); MARRIOTT, JAMES M (Current)	wrAdjudicationClaim
27	26	E	Decreed	Active	1884-10-01	0.8	BLACKFOOT RIVER	IRRIGATION	GUNDERSEN, KIM CALVERT (Current)	wrAdjudicationClaim
27	26		Decreed	Active	1884-10-01	2	BLACKFOOT RIVER	DOMESTIC, IRRIGATION	MILLER, DANIEL Y (Current)	wrWaterRight

3085
Dawson