

No R&D

| Basin No. | Sequence Number | Split Suffix | Name                              | yyyy-mm-dd Priority Date | Useage           | Other Water Rights Used | Stevens Decree # | Total CFS |
|-----------|-----------------|--------------|-----------------------------------|--------------------------|------------------|-------------------------|------------------|-----------|
| 27        | 51              | B            | Stolworthy, Jay                   | 1882-07-01               | Irrigation/stock | 27-53                   | 51               | 0.15      |
| 27        | 51              | A            | Stolworthy, Lloyd Family Ptn. LTD | 1882-07-01               | Irrigation/stock | 27-53                   | 51               | 1.57      |
|           |                 |              |                                   |                          |                  |                         | 2                | 1.72      |
|           |                 |              |                                   |                          |                  |                         | 1.60             | (0.12)    |
|           |                 |              |                                   |                          |                  |                         |                  | 80        |

15 West Center  
Soda Springs, ID 83276  
Phone (208) 547-3993  
FAX (208) 547-3939

## Idaho Department of Water Resources

# Fax

**To:** Candice McHugh

**From:** Cindy Bird

**Fax:** 327-5400

**Pages:** 5

**Phone:**

**Date:** 2/27/2004

**Re:** 27-51 AND 27-53

**CC:**

Hi Candice,

Please review these documents and let me know if there is a possibility of a posted notice for James Briley and will the error in the recording of 27-51 & 53 with the source as Blackfoot instead of Wolverine Creek be a problem.

List of documents attached:

1. Bingham Co Abstract No. 2, Water Location of James Briley
2. Bingham Co. Abstract No. 5, Stevens Decree 27-51 & 27-53.
3. Bingham Co. Abstract No. 9, Warranty Deed: Sample Orr to Emiline Orr
4. Bingham Co. Abstract No. 4, Quitclaim deed: James Briley to Sample Orr.

Thanks.

Cindy

**FAXED**  
3/3/04

Second Fax 3-3-04  
4:10 PM / BT

Cindy -

Here are the Warranty checks  
I believe you needed. If  
you have any questions  
please call.

Thank you,

Peggy Stolorsky

Robyn Bingham 346-6503

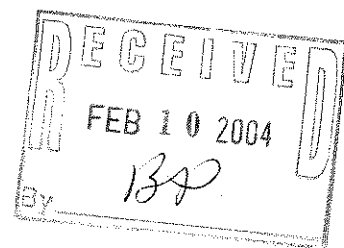
Email juniperhills@earthlink.  
net

or

Peggy Stolorsky 346-6503

Email pmsday@srv.net

Fax 346-6967



## STOLWORTHY TIMELINE

- 8/1/1891 District Court Order Stevens vs Eastern Idaho Water  
Sample Orr, 7/1/1882, 80 inches  
Daniel M. Taylor, 4/1/1888, 10 inches
- 9/30/1889 QuitClaim Deed, James Briley to Sample Orr.  
Both banks of Wolverine Creek, known as the Briley Ranch  
being the same James Briley filed Desert Entry 5/1/1885  
and wife filed homestead on 9/26/1889.  
All water ditches, water rights and improvements
- 8/24/1897 Warranty Deed, Sample Orr to Emiline Orr.  
160 acres both side of Wolverine Creek. All lands formerly  
claimed by James Briley and that claimed by Daniel Taylor  
and all ditches and water right used in connection with said  
property.
- 8/6/1904 QuitClaim Deed, Mary B. Killingsworth, Katie Chapman & John W.  
Chapman to William R. Young.  
240 acres, known as the Orr Ranch on both sides of the  
Wolverine Creek also known as the Fournier or Peter Morris  
Ranch and all lands claimed by James Briley and conveyed  
to Sample Orr by deed 9/30/1889.  
Also all land claimed by Daniel M. Taylor conveyed to Sample  
Orr;  
All lands claimed and appropriated by Sample Orr on  
Wolverine Creek and adjoining the above described tracts;  
All ditches and water rights that accompany the land recorded  
in 8/1/1891 Decree.
- 9/11/1906 Decree of Distribution of Estate of Marshall Orr (died in 1900)  
Undivided ½ interest to Marry B. Killingsworth and Katie  
Chapman.  
Description includes property of Emeline Orr, deceased,  
140 acres known as the Orr Ranch lying on both sides of  
Wolverine Creek also known as the Fournier or Peter  
Morris Ranch, including all land claimed by James Briley  
conveyed to Sample Orr by deed dated 9/30/1889.  
Includes all ditches and water rights and particularly the  
decreed water right in Wolverine Creek (refers back to  
8/1/1891 Decree)
- 10/3/1906 QuitClaim Deed, Chas & Olivia Duer to William R. Young.

T2S, R38E, Section 10, 160 acres, known as Orr Ranch both side of the Wolverine Creek, land known as Forner or Peter Morris Ranch.

Refers back to land claimed by James Briley and conveyed to Sample Orr on 9/30/1889

Also adjoining land claimed by Daniel M. Taylor to Sample Orr;

Also land appropriated by Sample Orr on Wolverine Creek; Includes all ditches and water rights thereto appertaining and belonging decreed on 8/1/1891

- 6/5/1911 U. S. Patent. USA to William R. Jones  
T2S, R38E, Section 15, 160 acres.  
Any ditches and reservoirs recognized by local custom laws
- 3/19/1914 U.S. Patent USA to Mary A. Jones  
T2S, R38E, Section 14, 120 acres;  
Any ditches and reservoirs recognized by local custom laws
- 3/15/1916 Warranty Deed. W.R. & Lydia Young to W.E. Jones  
T2S, R38E, Section 10, 40 acres, NE1/4 of the SE
- 3/21/1916 Warranty Deed. Deseret Savings Bank to William E. and W.R. Jones  
T2S, R38E, Section 10, 160 acres
- 5/2/1918 Warranty Deed. William R. and Mary A. Jones to Rural D. Ziegler  
T2S, R38E, (section 14) N1/2 of the NW1/4, th SE1/4 of the NW1/4, the W1/2 of the NE1/4 of Section 14;  
T2S, R38E, (section 15) N1/2 of the NE 1/4 of Section 15.  
All ditches, ditch rights of way and water rights thereto decreed water right of the grantors in the tributaries of Blackfoot River for irrigation.
- 5/2/1918 Warranty Deed, Rural D. & Lucy Ziegler to Hugh D. Mac Cosham.  
1/2 interest in T2S, R38E, Section 14, N1/2(???), the SE ??? of the NW 1/4, the W 1/2 of the NE 1/4 of Section 14;  
North 1/2 of the NE 1/4 of Section 15, same township and range.  
All ditches, ditch-rights of way, and water rights thereto appertaining and belonging and particularly the decreed water rights in the tributaries of Blackfoot River for irrigation
- 5/15/1919 Warranty Deed, William E. and Ethel Jones, and W.R. Jones & Mary A. Jones to H. D. McCosham.  
T2S, R38E, Section 10, 360 acres.

|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 9/15/1920  | <p>U. S. Patrent. USA to Mabel Jones.<br/> T2S, R38E, Section 15, 320 acres;<br/> Subject to water rights and ditches and reservoirs used in<br/> connection with such water right recognized by local<br/> customs, laws and decisions of Court;<br/> Excepting and reserving all phosphate</p>                                                                                                                                                                                                                                                                                                                                          |
| 1/4/1927   | <p>U. S. Patent. USA To Madge Allen<br/> T2S, R38E, Section 11, 320 acres.<br/> Subject to water rights and rights to ditches and reservoirs<br/> used in connection with such water rights recognized by<br/> local customer</p>                                                                                                                                                                                                                                                                                                                                                                                                         |
| 2/25/1927  | <p>Warranty Deed, John T. &amp; Eva Hardy to R. D. Ziegler and H. D.<br/> MacCosham<br/> T2S, R38E, Section 22, E 1/2<br/> T2S, R38E, Section 23, W 1/2 of SW 1/4<br/> T2S, R38E, Section 27 NE 1/4 and the E 1/2 of NW 1/4</p>                                                                                                                                                                                                                                                                                                                                                                                                           |
| 7/12/1927  | <p>Warranty Deed, Mabel Jones to R.D. Ziegler and H. D. MacCosham.<br/> T2S, R38E, Section 15, 320 acres.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 10/17/1928 | <p>U. S. Patent, USA to John T. Hardy<br/> T2S, R38E, Section 22, N 1/2 of the SE 1/4 and the NE 1/4<br/> T2S, R38E, Section 23, W 1/2 of the SW 1/4, 320 acres<br/> Subject to water and rights to ditches and reservoirs used with<br/> such water rights recognized by local customs<br/> Reserved from land right of way and coal and other minerals</p>                                                                                                                                                                                                                                                                              |
| 3/9/1929   | <p>Warranty Deed, Madge Allen to R. D. Ziegler<br/> T2S, R38E, Section 10, SE 1/4 of the SE 1/4</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 10/4/1929  | <p>Warranty Deed, R. D. &amp; Lucy Ziegler to H. D. MacCoaham<br/> T2S, R38E, Section 10, E 1/2 of the NE 1/4, NW1/4 of the SE 1/4,<br/> and N1/2 of the SW 1/4 and the S1/2 of the S1/2<br/> T2S, R38E, Section 15, NE1/4, NE1/4 of NE1/4 and S1/2 of<br/> NW1/4, NW1/4 of SE1/4, and N1/2 of SW1/4<br/> T2S, R38E, Section 14, N1/2 of N1/2, and SW1/4 of NE1/4<br/> and E1/2 of NW1/4<br/> T2S, R38E, Section 22, E1/2<br/> T2S, R38E, Section 23, W1/2 of the SW 1/4<br/> T2S, R38E, Section 27, NE 1/4 and #1/2 of NW1/4<br/> Together with all ditches, ditch rights of way and water and<br/> water rights thereunto belonging</p> |



10/25/1956      Warranty Deed, Wayne & Valene Everett and Edsil Ray & Maxine  
                                         Everett to E. A. Stolworthy et al  
                                         T2S, R38E, Sections 26, 35  
                                         All ditch and water rights belonging to or used upon said  
                                         premises and particularly 50 miner's inches from Cedar  
                                         Creek

6/28/1960      Quitclaim Deed, Stolworthy, et al to Stolworthy, et al  
                                         T2S, R37E, Sections 1, 2, 3, 4, 9  
                                         T1S, R38E, Sections 29, 30, 31, 32, 33, 34  
                                         T\_\_\_S, R\_\_\_E, Sections 3, 4, 6, 9, 10, 11, 13, 14, 15, 22, 23,  
                                         24, 25, 26, 27, 28, 33, 34  
                                         T2S, R39E, Sections 17, 18, 19, 20, 30  
                                         T3S, R41E, Sections 23, 24  
                                         T1N, R36E, Sections 16, 17, 18, 20, 21, 27, 28, 33, 34  
                                         T1S, R36E, Sections 2, 3, 4, 9, 10, 11, 14, 15, 22  
                                         (Note: There are small exception pieces.)

7/1/1960      Quitclaim Deed, Stolworthy et al to E. A. Stolworthy & Sons, Inc.  
                                         T2S, R37E, Sections 1, 2, 3, 4, 9  
                                         T1S, R38E, Sections 29, 30, 31, 32, 34  
                                         T\_\_\_S, R\_\_\_E, Sections 3, 4, 5, 6, 7, 9, 10, 11, 13, 14, 15,  
                                         22, 23, 24, 25, 26, 27, 28, 33, 34  
                                         T2S, R39E, Sections 17, 18, 19, 20, 30  
                                         T3S, R41E, Sections 23, 24  
                                         T1N, R36E, Sections 16, 17, 18, 20, 21, 27, 28, 33, 34  
                                         T1S, R36E, Sections 2, 3, 4, 9, 10, 11, 14, 22  
                                         (Note: there are small exception pieces.)

B. Payne

Warranty Deed # 95 - 7

Original rights for Cedar Creek - however understand Ronald Jensen may have received some of these rights through a claim made by himself. S26 & S35

Warranty Deed - Gordon Boyle etc.

Other rights received on Cedar Creek.

Quit Claim Deed # 106-34

E.A. & Sons to E.A. & Sons Inc. silently conveys water rights.

Quit Claim Deed # 106-33

Starts E.A. & Sons land which then transfers to above quit claim #106-33.

Water Location of James Briley -

80 acres irrigated from 200 inches. from 2 ditches.

Quit Claim Deed

James & Rebecca Briley to Sample Orr - conveyed rights.

Judgement for Sample Orr & Daniel M. Taylor for total of 90 inch. from Blackfoot river.

Quitclaim Deed from Heirs of Sample Orr to W.R. Young conveys rights.

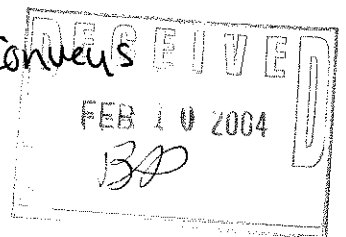
Also

" " to W.R. Young conveys rights

Warranty Deed from W.R. Young to W.E. Jones silently conveys

Warranty Deed

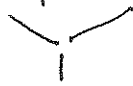
W.E. Jones to H.D. McCosham - conveys rights



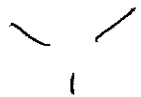
Madge Allen to R.D. Ziegler & R.D. Ziegler to H.D. McCosham conveys rights

over →

John T. Hardy to R.D. Ziegler



R.D. Ziegler to H.D. MacCosham



Jones' rights to R.D. Ziegler



R.D. Ziegler to W.R. Jones



R.D. Ziegler to H.D. MacCosham



R.D. Ziegler to H.D. MacCosham



H.D. MacCosham to L.D. Cox



L.D. Cox to E.A. & Sons



E.A. & Sons to E.A. & Sons Inc.



Lloyd Inc to Lloyd Stolworthy



Lloyd Stolworthy to Part A & B.

WARRANTY DEED

\*\*\*

H. D. MacCosham and  
Sue A. MacCosham, husband and wife

TO Leonard D. Cox

\*\*\*\*\*

Dated- January 18th, 1943-

Consideration- \$8000.00-

Recorded- February 26th, 1943 at-

9:16 a.m., in Book "67" of Deeds at-

Page 45 of the records of Bingham County, Idaho-

H. D. MacCosham  
Sue A. MacCosham

Acknowledged by H.D. MacCosham and Sue A. MacCosham, husband  
and wife, January . . . ., 1943, before Emery P. Carr a Notary  
Public for Idaho, residing at Pocatello, Idaho:  
Sealed: Commission expires August 1, 1946-

DESCRIPTION and REMARKS

The parties of the first part do hereby grant, bargain, sell, convey and confirm unto the party of the second part and to his heirs and assigns forever all that certain real estate situated in Bingham County, Idaho, described as follows:

The S $\frac{1}{2}$  of Section 10; the E $\frac{1}{2}$  of the NE $\frac{1}{4}$ ; the N $\frac{1}{2}$  of the N $\frac{1}{2}$ , and the SE $\frac{1}{2}$  of the NW $\frac{1}{4}$ , and the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 14; the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$ , the S $\frac{1}{2}$  of the N $\frac{1}{2}$  and the N $\frac{1}{2}$  of the SW $\frac{1}{4}$  and the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  and the N $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 15; the E $\frac{1}{2}$  of Section 22; the W $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 23; and the NE $\frac{1}{4}$ , and the E $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 27, all in Township 2 South of Range 38 E.B.M. in Idaho.

Together with all of the water rights and ditches and rights of way of the first parties as decreed to Sample Orr for 80 inches in Wolverine Creek with priority of July 1, 1882, and acquired and conveyed by first parties' predecessors in interest and otherwise and in every manner in said Wolverine Creek, Jones Creek and in any creeks and streams, to the waters of which the first parties' predecessors in interest acquired rights by decree, user or in any manner for the irrigation of said lands or any part thereof.

To Have and To Hold said premises in the quiet and peaceable possession of the party of the second part, his heirs and assigns and the said first parties will warrant and forever defend.

\$8.80 I.R.S. attached and cancelled.

RECORDED  
FEB 10 2004  
BT

1-18-1943

WARRANTY DEED

\*\*\*

R. D. Ziegler and  
Lucy Ziegler, his wife

TO H. D. MacCoshem

\*\*\*\*\*

Dated- October 4th, 1929-

Consideration- \$1.00-

Recorded- October 29th, 1929 at-

4:36 p.m., in Book "53" of Deeds at-

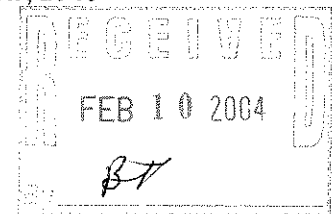
Page 227 of the records of Bingham County, Idaho-

Witness- Guy Stevens-

R. D. Ziegler  
Lucy Ziegler

Acknowledged by R.D. Ziegler and Lucy Ziegler, his wife,  
October 7th, 1929, before Guy Stevens, a Notary Public for  
Idaho, residing at Blackfoot, Idaho: Sealed: Commission  
expires October 10th, 1929-

DESCRIPTION and REMARKS



The parties of the first part do hereby grant, bargain, sell, convey and confirm unto the party of the second part and to his heirs and assigns forever, all the following described property in Bingham County, Idaho, to-wit:

All of their right, title and interest in and to the E $\frac{1}{2}$  of the NE $\frac{1}{4}$ , NW $\frac{1}{4}$  of SE $\frac{1}{4}$ , and N $\frac{1}{2}$  of the SW $\frac{1}{4}$ , and the S $\frac{1}{2}$  of the S $\frac{1}{2}$  of Section 10, NE $\frac{1}{4}$ , NW $\frac{1}{4}$  of NE $\frac{1}{4}$ , S $\frac{1}{2}$  of NW $\frac{1}{4}$ , NW $\frac{1}{4}$  of SE $\frac{1}{4}$  and N $\frac{1}{2}$  of SW $\frac{1}{4}$  of Section 15, the N $\frac{1}{2}$  of the N $\frac{1}{2}$ , and SW $\frac{1}{4}$  of NE $\frac{1}{4}$  and SE $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 14 and E $\frac{1}{2}$  of Section 22, W $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 23, NE $\frac{1}{4}$  and E $\frac{1}{2}$  of NW $\frac{1}{4}$  of Section 27 all in Township 2 South of Range 3E E.B.M., together with all ditches, ditch rights of way, water and water rights thereunto belonging.

Subject to all taxes and encumbrances on the said premises.

To Have and To Hold the said premises unto the second party, his heirs and assigns and the said first parties will warrant and forever defend.

16-4-1929

WARRANTY DEED

\*\*\*

R. D. Ziegler and  
Lucy Ziegler, his wife

TO

H. D. MacCosham

\*\*\*\*\*

Dated- October 4th, 1929-

Consideration- \$1.00-

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Lucy Ziegler

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Idaho, residing at Blackfoot, Idaho: Sealed: Commission  
expires October 10th, 1929-

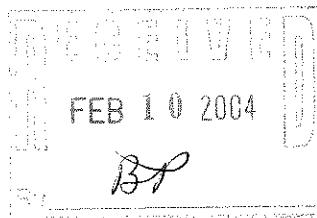
DESCRIPTION and REMARKS

The parties of the first part do hereby grant, bargain, sell, convey and confirm unto the party of the second part and to his heirs and assigns forever, all the following described property in Bingham County, Idaho, to-wit:

All of their right, title and interest in and to the E<sub>1/2</sub> of the NE<sub>1/4</sub>, NW<sub>1/4</sub> of SE<sub>1/4</sub>, and N<sub>1/2</sub> of the SW<sub>1/4</sub>, and the S<sub>1/2</sub> of the S<sub>1/2</sub> of Section 10, NW<sub>1/4</sub>, NW<sub>1/4</sub> of NE<sub>1/4</sub> and S<sub>1/2</sub> of NW<sub>1/4</sub>, NW<sub>1/4</sub> of SE<sub>1/4</sub>, and N<sub>1/2</sub> of SW<sub>1/4</sub> of Section 15, the N<sub>1/2</sub> of the N<sub>1/2</sub>, and SE<sub>1/4</sub> of NE<sub>1/4</sub> and SE<sub>1/4</sub> of NW<sub>1/4</sub> of Section 14 and E<sub>1/2</sub> of Section 22, W<sub>1/2</sub> of the SE<sub>1/4</sub> of Section 23, NE<sub>1/4</sub> and E<sub>1/2</sub> of NW<sub>1/4</sub> of Section 27 all in Township 2 South of Range 38 E.B.M., together with all ditches, ditch rights of way, water and water rights thereunto belonging.

Subject to all taxes and encumbrances on the said premises.

To Have and To Hold the said premises unto the second party, his heirs and assigns and the said first parties will warrant and forever defend.



WARRANTY DEED

\*\*\*

R. D. Ziegler and  
Lucy Ziegler, his wife

TO

H. D. MacCosham

\*\*\*\*\*

Dated- October 4th, 1929-

Consideration- \$1.00-

Recorded- October 29th, 1929 at-

4:36 p.m., in Book "53" of Deeds at-

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R. D. Ziegler  
Lucy Ziegler

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Idaho, residing at Blackfoot, Idaho: Sealed: Commission  
expires October 10th, 1929-

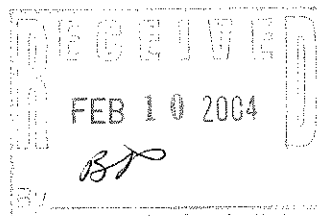
DESCRIPTION and REMARKS

The parties of the first part do hereby grant, bargain, sell, convey and confirm unto the party of the second part and to his heirs and assigns forever, all the following described property in Bingham County, Idaho, to-wit:

All of their right, title and interest in and to the E $\frac{1}{2}$  of the NE $\frac{1}{4}$ , NW $\frac{1}{4}$  of SE $\frac{1}{4}$ , and N $\frac{1}{2}$  of the SW $\frac{1}{4}$ , and the S $\frac{1}{2}$  of the S $\frac{1}{2}$  of Section 10, NE $\frac{1}{4}$ , NW $\frac{1}{4}$  of NW $\frac{1}{4}$  and S $\frac{1}{2}$  of NW $\frac{1}{4}$ , NW $\frac{1}{4}$  of SE $\frac{1}{4}$ , and N $\frac{1}{2}$  of SW $\frac{1}{4}$  of Section 15, the N $\frac{1}{2}$  of the N $\frac{1}{2}$ , and SE $\frac{1}{4}$  of NE $\frac{1}{4}$  and SE $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 14 and E $\frac{1}{2}$  of Section 22, W $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 23, NE $\frac{1}{4}$  and E $\frac{1}{2}$  of NW $\frac{1}{4}$  of Section 27 all in Township 2 South of Range 38 E.B.M., together with all ditches, ditch rights of way, water and water rights thereunto belonging.

Subject to all taxes and encumbrances on the said premises.

To Have and To Hold the said premises unto the second party, his heirs and assigns and the said first parties will warrant and forever defend.



16-4-1929

\*\*\*\*\*

Dated- October 4th, 1929-

Consideration- \$1.00-

Recorded- October 29th, 1929 at-

4:36 p.m., in Book "53" of Deeds at-

Page 227 of the records of Bingham County, Idaho-

Witness- Guy Stevens-

R. D. Ziegler

Lucy Ziegler

Acknowledged by R. D. Ziegler and Lucy Ziegler, his wife,  
October 7th, 1929, before Guy Stevens, a Notary Public of  
Idaho, residing at Blackfoot, Idaho: Sealed: Commission  
expires October 10th, 1929-

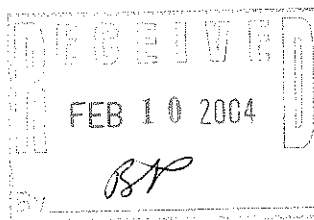
DESCRIPTION and REMARKS

The parties of the first part do hereby grant, bargain, sell, convey and confirm unto the party of the second part and to his heirs and assigns forever, all the following described property in Bingham County, Idaho, to-wit:

All of their right, title and interest in and to the E $\frac{1}{2}$  of the NE $\frac{1}{4}$ , NW $\frac{1}{4}$  of SE $\frac{1}{4}$ , and E $\frac{1}{2}$  of the SW $\frac{1}{4}$ , and the S $\frac{1}{2}$  of the S $\frac{1}{2}$  of Section 10, NE $\frac{1}{4}$ , NW $\frac{1}{4}$  of NW $\frac{1}{4}$  and S $\frac{1}{2}$  of NW $\frac{1}{4}$ , NW $\frac{1}{4}$  of SE $\frac{1}{4}$ , and N $\frac{1}{2}$  of SW $\frac{1}{4}$  of Section 15, the N $\frac{1}{2}$  of the N $\frac{1}{2}$ , and SW $\frac{1}{4}$  of NE $\frac{1}{4}$  and SE $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 14 and E $\frac{1}{2}$  of Section 22, W $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 23, NE $\frac{1}{4}$  and E $\frac{1}{2}$  of NW $\frac{1}{4}$  of Section 27 all in Township 2 South of Range 38 E.B.M., together with all ditches, ditch rights of way, water and water rights thereunto belonging.

Subject to all taxes and encumbrances on the said premises.

To Have and To Hold the said premises unto the second party, his heirs and assigns and the said first parties will warrant and forever defend.



WARRANTY DEED.

\*\*\*.

Madge Allen, a single woman

TO

R. D. Ziegler

\*\*\*\*\*

Dated- March 9th, 1929-

Consideration- \$1.00-

Recorded- March 11th, 1929 at-

2:24 p.m., in Book "53" of Deeds at-

Page 111 of the records of Bingham County, Idaho-

Witness- Guy Stevens-

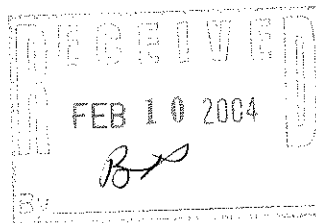
Madge Allen

Acknowledged by Madge Allen, a single woman, March 9th, 1929,  
before Guy Stevens a Notary Public for Idaho, residing  
at Blackfoot, Idaho. Sealed. Commission expires  
Oct. 10, 1929-

DESCRIPTION and REMARKS

The party of the first part does grant, bargain, sell and convey and confirm unto the party of the second part and to his heirs and assigns forever the following described real estate in Bingham County, Idaho, to-wit:

The SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 10 in Township 2 South of Range 36 E.B.M., in Idaho To Have and To Hold said premises in the quiet and peaceable possession of the second party and to his heirs and assigns forever, and the first party will warrant and forever defend. Subject to taxes for the year 1929.



3-9-1929

No.4-

U.S.PATENT

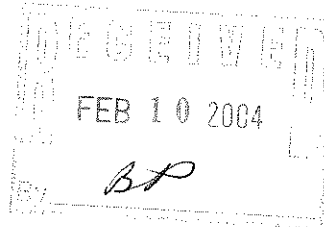
\*\*\*

The United States of America,

TO

John T. Hardy

\*\*\*\*\*



Dated- October 17th, 1928-

Consideration- Full Payment-

Recorded- December 31st, 1928 at-

4:30 p.m., in Book "45" of Deeds at-

Page 349 of the Records of Bingham County, Idaho-

John O'Connell, Acting Recorder  
of the General Land Office

By the President: Calvin Collidge  
By Violet B. Pugh, Secretary.

( U. S. SEAL)

DESCRIPTION and REMARKS

Pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain" and the acts supplemental thereto there is granted by the United States unto the second party, the tract described as:

N<sub>2</sub> of the SE<sub>4</sub> and the NE<sub>4</sub> of Section 22 and the W<sub>2</sub> of the SW<sub>4</sub> of Section 23 in Township 2 South of Range 38 E.B.M., Idaho, containing 390 acres.

To Hold said tract of land unto the said second party, and to his heirs and assigns forever, subject to water rights 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 there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the United States, excepting and reserving however to the United States all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 St. 862).

10-17-1928

WARRANTY DEED

\*\*\*

Mabel Jones, single, Grantor, hereby conveys and warrants to R. D. Ziegler and H. D. MacCosham, Grantees for the sum of \$600.00, the following described tract of land in Bingham County, Idaho, the

$\frac{1}{2}$  of the NW $\frac{1}{4}$ , the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$ , the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$ , the S $\frac{1}{2}$  of the NE $\frac{1}{4}$ , the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 15 in Township 2 South of Range 38 E.B.M., Idaho, containing 320 acres.

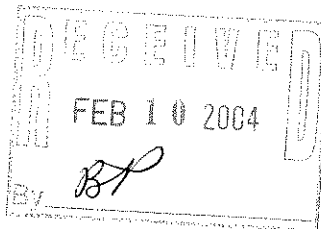
Wintess the hand of the grantor this 12th day of July, 1927.

Witnesses- Z. D. Jones  
Edith Baker

Mabel Jones

Acknowledged by Mabel Jones, single, July 12th, 1927, before Z. D. Jones a Notary Public of Weber County, Utah. Sealed. Commission expires Jan. 14th, 1929.

Recorded July 16, 1927 at 2:11 p.m., in Book "51" of Deeds at page 520 of the records of Bingham County, Idaho.



7-12-1927

No.5-

WARRANTY DEED

\*\*\*

John T. Hardy and  
Eva Hardy, his wife

TO

R. D. Ziegler and  
H.D.MacCosham

\*\*\*\*\*

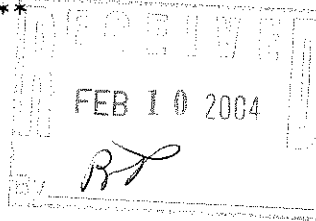
Dated- February 25th, 1927-

Consideration- \$1.00-

Recorded- February 25th, 1927 at-

3:20 p.m., in Book "50" of Deeds at-

Page 268 of the records of Bingham County, Idaho-



Witness- John W. Jones-

John T. Hardy  
Eva Hardy

Acknowledged by John T. Hardy and Eva Hardy, his wife,  
February 25th, 1927, before John W. Jones a Notary  
Public for Idaho, residing at Blackfoot, Idaho:  
Sealed: Commission expires July 16, 1929-

DESCRIPTION and REMARKS

The parties of the first part do hereby grant, bargain, sell, convey and confirm unto the parties of the second part and to their heirs and assigns forever, all the following described property in Bingham County, Idaho, to-wit:

The E<sub>1</sub> of Section 22, the W<sub>1</sub> of the SW<sub>1</sub> of Section 23, the NE<sub>1</sub> and the E<sub>1</sub> of the NW<sub>1</sub> of Section 27 in Township 2 South of Range 38 E.B.M.

To Have and To hold said premises in the quiet and peaceable possession of the said second parties and to their heirs and assigns forever, and the said first party will warrant and forever defend.

2-25-1927

## U. S. PATENT

\*\*\*

The United States of America

TO

Madge Allen

\*~\*~\*~\*~\*~\*~\*~\*~\*~\*

Dated- January 4th, 1927-

Consideration- Full Payment-

Recorded- March 11th, 1929 at-  
in Book "45" of

2:20 p.m., in Book "45" of Deeds at-

Page 356 of the records of Bingham County, Idaho-

M. P. Leroy, Recorder of the  
General Land Office-

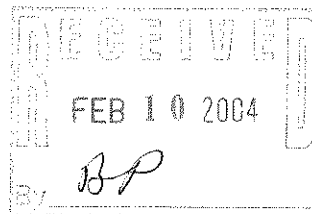
By the President: Calvin Coolidge  
Ada Braddock, Assistant Secretary

(U. S. Seal attached)

| DATE     | TIME | DESCRIPTION AND REMARKS |
|----------|------|-------------------------|
| 10-17-68 | 1900 | Arrived at station.     |
| 10-17-68 | 2000 | Left station for home.  |
| 10-17-68 | 2100 | Arrived home.           |
| 10-17-68 | 2200 | Slept.                  |
| 10-18-68 | 0600 | Awoke.                  |
| 10-18-68 | 0700 | Broke fast.             |
| 10-18-68 | 0800 | Went to work.           |
| 10-18-68 | 1200 | Lunch break.            |
| 10-18-68 | 1300 | Continued work.         |
| 10-18-68 | 1700 | Finished work.          |
| 10-18-68 | 1800 | Drove home.             |
| 10-18-68 | 1900 | Arrived home.           |
| 10-18-68 | 2000 | Relaxed.                |
| 10-18-68 | 2100 | Eaten dinner.           |
| 10-18-68 | 2200 | Washed dishes.          |
| 10-18-68 | 2300 | Read book.              |
| 10-18-68 | 2400 | Slept.                  |
| 10-19-68 | 0600 | Awoke.                  |
| 10-19-68 | 0700 | Broke fast.             |
| 10-19-68 | 0800 | Went to work.           |
| 10-19-68 | 1200 | Lunch break.            |
| 10-19-68 | 1300 | Continued work.         |
| 10-19-68 | 1700 | Finished work.          |
| 10-19-68 | 1800 | Drove home.             |
| 10-19-68 | 1900 | Arrived home.           |
| 10-19-68 | 2000 | Relaxed.                |
| 10-19-68 | 2100 | Eaten dinner.           |
| 10-19-68 | 2200 | Washed dishes.          |
| 10-19-68 | 2300 | Read book.              |
| 10-19-68 | 2400 | Slept.                  |

Pursuant to the Act of Congress of May 30th, 1862, "To Secure Homesteads to actual settlers on the Public Domain, and the acts supplemental thereto, there is granted by the United States unto the said second party, the tract described as:  $W\frac{1}{2}$  of the  $W\frac{1}{2}$ , the  $E\frac{1}{2}$  of the  $SW\frac{1}{4}$  and the  $NW\frac{1}{4}$  of the  $SE\frac{1}{4}$  of Section 11 and the  $SE\frac{1}{4}$  of the  $SE\frac{1}{4}$  of Section 10 in Township 2 South of Range 38 E.B.M., Idaho, containing 320 acres, according to the Official Plat of the Survey of the said Lands returned to the General Land Office by the Surveyor-General.

To Hold said tract of land unto the said second party, and to his heirs and assigns forever, subject to water rights 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 court; 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.



\*\*\*

TO

\*\*\*\*\*

FEB 10 2004

Consideration- Full Payment- February 13th

Recorded- February 13th, 1923 at-

9:02 A.M., in Book "45" of Deeds at-

A.M., in Book "45" of Deeds at  
Page 129 of the Records of Bingham County, Idaho-

L.Q.C. Lamar, Recorder of the  
General Land Office-

By The President: Woodrow Wilson

By M. P. LeRoy, Secretary

By M. + P. Henry, Secretary  
(United States Seal Attached)

| DESCRIPTION | and | REMARKS |
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| 100         |     |         |

Pursuant to the Act of Congress of May 20th, 1862 to Secure Homesteads to actual settlers on the public Domain, and the acts supplemental thereto there is granted by the United States unto the said party of the second part the tract described as:-

W $\frac{1}{4}$  of the NW $\frac{1}{4}$ ; the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$ , the N $\frac{1}{2}$  of the SW $\frac{1}{4}$ , the S $\frac{1}{2}$  of the NE $\frac{1}{4}$ , and the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 15 in Township 2 South of Range 38 E.B.M., Idaho, containing 320 acres.

To Have and To Hold said tract of land unto the said second party and to his heirs and assigns forever subject to water rights and ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of Court; 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.

Excepting and reserving all phosphate in the lands so patented.

9-15-1920

## WARRANTY DEED

\*\*\*

William E. Jones and  
Ethel Jones, his wife  
W.R. Jones and Mary A.  
Jones, his wife

TO

H.D. McCosham

\*\*\*\*\*

FEB 10 2004

By

Dated- May 15th, 1919-

Consideration- \$ 10000.00-

Recorded- July 11th, 1919 at-

2:20 P.M., in Book "37" of Deeds at-

Page 532 of the records of Bingham County, Idaho-

Witness-

W.H. Stufflebeam-

William E. Jones

(Seal)

Ethel Jones

(Seal)

W.R. Jones

(Seal)

Mary A. Jones

(Seal)

Acknowledged by William E. Jones and Ethel Jones, his wife-  
and W.R. Jones and Mary A. Jones, his wife, May 15th, 1919-  
before W.H. Stufflebeam, a Notary Public of Idaho:-  
Residing at Blackfoot, Idaho: Sealed: Commis-  
sion expires Nov. 13th, 1919-

## DESCRIPTION and REMARKS

The parties of the first part do hereby grant, bargain, sell, convey and confirm unto the party of the second part, and to his heirs and assigns forever, all the following described property in Bingham County, Idaho.

The  $\frac{1}{2}$  of the NE $\frac{1}{4}$ , NW $\frac{1}{4}$  of the SE $\frac{1}{4}$ ,  $\frac{1}{2}$  of the SE $\frac{1}{4}$ , and the SW $\frac{1}{4}$  of Section 10, in Township 2 South of Range 38 E.B.M., in Idaho, containing 360 acres, more or less, Together with all ditches, ditch rights of way, and water rights thereto appertaining and belonging.

This deed is executed and delivered subject to that certain mortgage of date March 21st, 1916, given by the grantors to The Deseret Savings Bank for \$2500. which mortgage with the interest thereon from this date the grantee herein assumes and agrees to pay.

To Have and To Hold in the quiet and peaceable possession of the said second party, and to his heirs and assigns forever, and the said first parties will warrant and forever defend.

\$7.50 I.R.S. attached and cancelled.

5-15-1919

NO. 7

The Bingham Abstract of Title

U.S. PATENT

\*\*\*

The United States of America

TO

William R. Jones

\*\*\*\*\*

Dated-June 5<sup>th</sup>, 1911-

Consideration-Full payment-

Recorded-November 30<sup>th</sup>, 1918 at-

10:54A.M. in Book "31" of Deeds at-

Page 222 of the records of Bingham County, Idaho-

H. M. Sanford Recorder of the  
General Land Office

By the President Wm. H. Taft  
By M. P. LeRoy, Secretary  
(United States Seal attached)

The parties of the first part does give and grant unto the second part heirs and assigns forever, all the following described track as:-

N1/2 of the NE1/4 of section 15 and the N1/2 of the NW1/4 of section 14 in Township 2 south of Range 38 E.B.M., Idaho, containing 160 acres.

To Have and To Hold the same subject to any ditches, and reservoirs as may be recognized by the local Custom Laws; reserving a right of way thereon for ditches or canal contracted by the United States.

COPY

11-30-1918

NO. 7-

*The Bingham*  
*Abstract Co. Ltd.*

T25438E

U.S. DEPT.

\*\*\*

The United States of America

TO

William D. Jones

\*\*\*\*\*

Dated- June 5th, 1911-

Consideration- Full Payment-

Recorded- November 30th, 1918 at-

10:54 A. M. in Book 2317 of Deeds at-

Page 222 of the records of Bingham County, Idaho-

H. H. Sanford Recorder of the  
General Land Office

By the President Wm. E. Taft  
By H. P. LeRoy, Secretary  
(United States Seal Attached)

RECORDED and INDEXED

The party of the first part does give and grant unto the second party to his heirs and assigns forever, the tract described as:-

1/2 of the NW 1/4 of Section 12, and the NW 1/4 of Section 12, in Township 2 South of Range 30 E. N. W., Idaho, containing 100 acres.

To Have and TO Hold the same subject to and subject to all reservations as may be recognized by the local Survey Laws; provided that the same shall be recognized by the United States.

NO. 11-

*The Bingham*  
*Abstract Co. Ltd.*

WARRANTY DEED

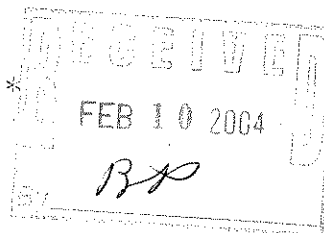
\*\*\*

Rural D. Ziegler and  
Lucy Ziegler his wife

TO

Hugh D. Mac Cosham

\*\*\*\*\*



Dated- May 2nd, 1918-

Consideration- \$ 5000.00-

Recorded- November 30th, 1918 at-

10:59 A. M. in Book "37" of Deeds at-

Page 73 of the records of Bingham County, Idaho-

Witness- John W. Jones

Rural D. Ziegler (Seal)  
Lucy Ziegler (Seal)

Acknowledged-By Rural D. Ziegler and Lucy Ziegler his  
wife, November 30th, 1918 before John W. Jones a-  
Notary Public of Idaho-Residing at Blackfoot  
Idaho-Sealed-Regular

DESCRIPTION and REMARKS

The parties of the first part herein do hereby grant, bargain, sell convey and confirm unto the party of the second part herein, and to his heirs and assigns forever, all the following described property in Bingham County, Idaho-

An undivided one-half interest in and to the NW of the NE, the NW of the NE, the NE of the NW of Section 14, and the NW of the NE of section 15 all in township 2 south of Range 20 E.B.M., in Bingham County, Idaho.

Together with an undivided one-half interest in and to all ditches ditch-rights of way, and water rights thereto appertaining and belonging and particularly the decreed water rights of the grantors in the tributaries of Blackfoot, River, for the irrigation thereof.

(THIS deed is given subject to that certain mortgage of date May 2nd, 1918, made, executed and delivered by the grantors herein to William R. Jones, on the premises herein described and the whole thereof, for the sum of \$5000.00 due on or before 5 years from May 2nd, 1918, and bearing interest at the rate of 8% per annum, payable annually)

OVER,

5-2-1918

NO. 9

The Bingham Abstract of Title

WARRANTY DEED

\*\*\*

William R. Jones and  
Mary A. Jones his wife

TO

Rural D. Ziegler

\*\*\*\*\*

Dated-May 2nd, 1918-

Consideration-\$ 1000.00-

Recorded-November 30<sup>th</sup>, 1918 at-

10:57 A.M. in Book "37" of Deeds at-

Page 72 of the records of Bingham County, Idaho-

Witness- John W. Jones  
General Land Office

William R. Jones (Seal)  
Mary A. Jones (Seal)

Acknowledged-By William R. Jones and Mary A. Jones his  
Wife, November 2<sup>nd</sup>, 1918 before John W. Jones a-  
Notary Public of Idaho-Residing at Blackfoot-  
Idaho -Sealed-Regular-

DESCRIPTION AND REMARKS

The parties of the first part herein do hereby grant, bargain, sell  
convey and confirm unto the party of the second part herein and to his heirs and assigns  
forever, all the following described property in Bingham County, Idaho: -

The N1/2 of the NW1/4, th SE1/4 of the NW1/4, the W1/2 of the NE1/4 of  
section 14 and the N1/2 of the NE1/4 of section 15 in Township 2 south of Range 38  
E.B.M., in Bingham County, Idaho.

Together with all ditches, ditch rights of way, and water rights thereto  
appertaining and belonging, and particularly the decreed water right of the grantors in the  
tributaries of Blackfoot river for the Irrigation thereof.

To Have and To Hold in the quiet and peaceable possession of the said second  
party herein and to his heirs and assigns forever, and the said first parties herein will  
warrant and forever defend.

\$10.00 I.R.S. attached and cancelled.

COPY

5-2-1918

NO. 9-

*The Bingham*  
*Abstract Co. Ltd.*

WARRANTY DEED

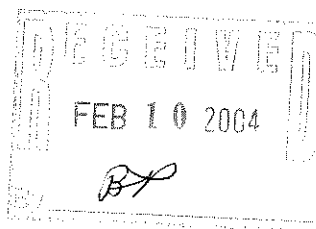
\*\*\*

William R. Jones and  
Mary A. Jones his wife

TO

Rural D. Ziegler

\*\*\*\*\*



Dated- May 2nd, 1918-

Consideration- \$ 1000.00-

Recorded- November 30th, 1918 at-

10:57 A. M. in Book "37" of Deeds at-

Page 72 of the records of Bingham County, Idaho-

Witness- John W. Jones

William R. Jones (Seal)

Mary A. Jones (Seal)

Acknowledged-By William R. Jones and Mary A. Jones his-  
wife, November 2nd, 1918 before John W. Jones a-  
Notary Public of Idaho-Residing at Blackfoot-  
Idaho-Sealed-Regular-

DISCRIPTION and REMARKS

The parties of the first part herein do hereby grant, bargain, sell convey and confirm unto the party of the second part herein and to his heirs and assigns forever, all the following described property in Bingham County, Idaho-

The NE of the NE, the SE of the NE, the NW of the NW of Section 24 and the NE of the NW of Section 25 all in Township South of Range E.B.M., in Bingham County, Idaho.

Together with all ditches, ditch rights of way, and water rights thereto appertaining and belonging, and particularly the decreed water rights of the grantors in the tributaries of Blackfoot river for the Irrigation thereof.

To Have and TO Hold in the quiet and peaceable possession of the said second party herein and to his heirs and assigns forever, and the said first parties herein will warrant and forever defend.

\$10.00 I.R.S. attached and cancelled.

No. 81-5-

*The Bingham Abstract Co. Ltd.*

TL5 R 38 E

*The Bingham Abstract Co. Ltd.*

No. 1447/33-

WARRANTY DEED.

\*\*\*

The Deseret Savings Bank,  
By W.W.Riter, President.  
Corporate seal.

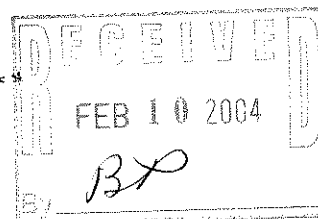
TO

William E. Jones and  
W. R. Jones

Grantees.

Grantor,

\*\*\*\*\*



Dated- March 21st, 1916-

Consideration- \$2200.00-

Recorded- March 27th, 1916 at-  
10:00 a.m., in book "29" of Deeds at-

Page 343 of the records of Bingham County, Idaho-

Acknowledged- March 21st, 1916 before -  
Clarence L. Gardiner-a Notary Public  
of Salt Lake County, Utah-Sealed  
Regular-

Attest Elias A. Smith, Cashier-

DESCRIPTION and REMARKS.

Conveys the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$ ; and the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  and the E $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 10, in Township 2 South of Range 38 E.B.M., in Bingham County, Idaho. Containing 160 acres of land.

This conveyance is given subject to all unpaid taxes, special and regular, which the parties of the second part assume and agree to pay

I. R. S. \$2.50.

3-21-1916

This conveyance was recorded

No. 87/36-

The Bingham  
Abstract Co. Ltd.

W.B.

## WARRANTY DEED

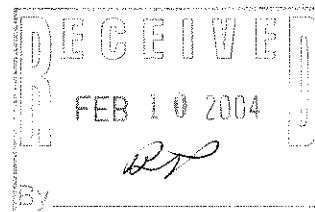
\*\*\*

W.R. Young and  
Lydia Young, his wife

TO

W. E. Jones

\*\*\*\*\*



Dated- March 15th, 1916-

Consideration- \$ 1.00-

Recorded- June 28th, 1917 at-

1:40 P.M. in Book "30" of Deeds at-

Page 559 of the records of Bingham County, Idaho-

Witness-

L. Ivan Jensen

W. R. Young (Seal)  
Lydia Young (Seal)

Acknowledged- By W. R. Young and Lydia Young, Aug. 18th-  
1916 before L. Ivan Jensen a Notary Public of-  
Idaho- Residing at Shelley, Idaho- Sealed-  
Regular-

## DESCRIPTION and REMARKS

The parties of the first part herein do hereby grant, bargain, sell convey and confirm unto the party of the second part herein and to his heirs and assigns forever, all the following described property in Bingham County, Idaho-

The NE $\frac{1}{4}$  of the SE of Section 10 in Township 2 South of Range 38 E.B.M., in Idaho, containing 40 acres of land, more or less.

To Have and To Hold in the quiet and peaceable possession of the said second party his heirs and assigns forever, and the said first parties herein will warrant and forever defend.

3-15-1916

NO. 8

The Bingham Abstract of Title

U.S. PATENT

\*\*\*

The United States of America

TO

Mary A. Jones

\*\*\*\*\*

Dated-March 19<sup>th</sup>, 1914-

Consideration-Full payment-

Recorded-November 30<sup>th</sup>, 1918 at-

10:56A.M. in Book "23" of Deeds at-

Page 552 of the records of Bingham County, Idaho-

L. C. Lamar Record of the  
General Land Office

By the President Woodrow Wilson  
By M. P. LeRoy, Secretary  
(United States Seal attached)

DESCRIPTION AND REMARKS

The parties of the first part does give and grant unto the second part heirs and assigns forever, all the following described track as:-

The SE1/4 of the NW1/4 and the W1/2 of the NE of section 14 in Township 2 south of Range 38 E.B.M., Idaho containing 120 acres, according to the Official Plat of the Survey of the said land, returned to the Federal land Office by the Surveyor-General.

To Have and To Hold the same subject to any ditches, and reservoirs as may be recognized by the local Custom Laws; reserving a right of way thereon for ditches or canal contracted by the United States.

COPY

3-19-1914

P.S. BY THE T

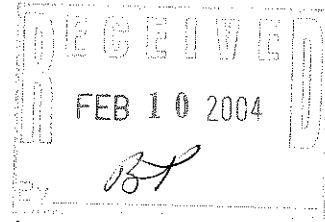
\*\*\*

The United States of America

TO

Mary A. Jones

\*\*\*\*\*



Dated- March 19th, 1914-

Consideration- Full Payment-

Recorded- November 30th, 1913 at-

10:56 A. M. in Book "23" of Deeds at-

Page 111 of the records of Bingham County, Idaho-

L. C. Lamar Recorder of the  
General Land Office

By the President: Woodrow Wilson

By M. P. LeRoy, Secretary  
(United States Seal Attached)

EXHIBITION and BY

The party of the first part has given and grant unto the second part her heirs and assigns forever, all the following described tract:-  
The E. 1/2 of the N. 1/2 of the E. 1/4 of the Section 14 in Township 1 North of Range 20 N.B. 1, Idaho, containing 120 acres, according to the Official Plat of the Survey of the said land, returned to the General Land Office by the Surveyor-General.

To Have and To Hold the same subject to all ditches, canals, and other improvements as may be recognized by the local Custom Laws; reserving a right of way thereon for ditches or canal constructed by the United States.

*The Bingham*  
Abstract Co. Ltd.

TS2 A38E

## QUITCLAIM DEED.

\*\*\*

Chas. E. Duer and  
Olivia Duer, his wife.

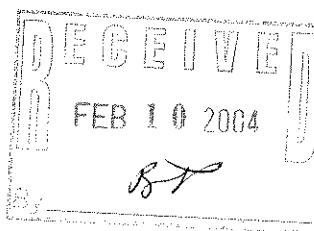
TO

William R. young

Grantors,

Grantee.

\*\*\*\*\*



Dated- October 31st, 1906-

Consideration- \$850.00-

Recorded- December 18th, 1906 at-

9:42 a.m., in book "6" of Deeds at-

Page 250 of the records of Bingham County, Idaho-

Acknowledged- October 31st, 1906 before-  
John E. Templeton a Notary Public of-  
Chouteau County, Montana- Sealed-  
Regular\*\*\* Wife separately-  
examined-

Witness- John E. templeton-

## DESCRIPTION and REMARKS.

Conveys the S $\frac{1}{2}$  of the SW $\frac{1}{4}$  and the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  and the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  all in section 10 in township 2 south range 38 E.B.M., containing 160 acres of land, 240 acres more or less, being what is known as the Orr ranch lying and being on both sides of that certain stream known as Wolverine Creek and being between the lands known as the Hornier or Peter Morris ranch and the canyon of said creek and including all the land claimed by one James Briley, and conveyed to Sample Orr by deed of date of Sept. 30th, 1889, the said land being included in said Briley's unsurveyed entry no. 395 at Blackfoot, Idaho on May 4th, 1885, also all land adjoining said tract and heretofore claimed by Daniel M. Taylor and conveyed to said Sample Orr; also including all lands claimed and appropiated by said Sample Orr on said Wolverine Creek and adjoining the above described tracts, together with all ditches and water rights thereto appertaining and belonging and particularly the decreed water right for said land in Wolverine Creek, being evidenced by the decree of the District Court rendered August 1st, 1891 and recorded in Judgment book "1" at page 107 of the records of Bingham County, Idaho.

\*\*\* Acknowledges as Charles E. Duer.

10-31-1906

## IN THE PROBATE COURT OF BINGHAM COUNTY, STATE OF IDAHO.

\*\*\*

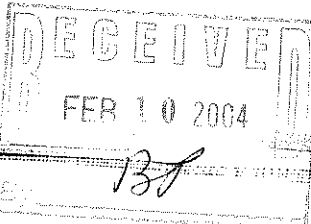
In the Matter of the Estate :  
 of Marshall Orr, deceased. : Decree of Distribution of Estate.  
 -----

Presto Burrell, the duly appointed, qualified and acting executor of the estate of Marshall Orr, deceased, having on the 31st day of August 1906, filed in this court his petition setting forth among other matters, that all of the accounts against said estate have been finally paid and settled, and that said estate is in a condition to be closed, and that a portion of said estate remains to be divided among the legatees and devisees of said deceased, said matter coming on regularly to be heard this 11th day of September, 1906, upon due proof that due and legal notice of said hearing had been given as directed by the order of this court heretofore made herein, and the said executor appearing on this date with his attorney, this court proceed to the hearing of said petition and it appearing to the satisfaction of this court, that the residue of said estate consisting of the property hereafter particularly described is now ready for distribution and that said estate is now in a condition to be closed; that the property of said estate was the separate property of said estate; that the said Marshall Orr died testate in the county of Bingham, state of Idaho, in the year 1900 and his only devisees and legatees under his will are Mary B. Killingsworth of Salt Lake City, Utah, and Katie Chapman of Blackfoot, Bingham County, Idaho, sisters of deceased, who by the terms of the last will and testaments of said deceased, are entitled to an undivided one half interest each in and to the property of said estate hereinafter particularly described; that all claims against said estate are fully paid; that all taxes due from said estate have been paid, and all of the expenses of administration have been paid and settled; that the devisees and legatees above named are each entitled to an undivided one half of the residue of said estate.

Now, on this, the 11th day of September, 1906, on motion of John W. Jones, Esq., attorney for said executor,

It is hereby Ordered, Adjudged and Decreed that the residue of said estate of Marshall Orr, deceased, hereinafter particularly described and now remaining in the hands of said administrator, and any other property not now known or discovered which may belong to said estate or in which the said estate may have an interest, be and the same is hereby distributed as follows:

To Marry B. Killingsworth an undivided one half interest therein and to Katie Chapman an undivided one half interest thereto.



8-31-1906

*The Bingham Abstract Co. Ltd.*

The following is a particular description of the residue of said estate referred to in this decree and of which distribution is ordered, adjudged and decreed as aforesaid, to-wit:- The undivided one fourth interest of said deceased, acquired as heir at law of Emeline Orr, deceased, in a judgment of the District Court of this County in favor of said estate against C.F. Watterson, bearing date of March 27, 1902 and the following described real estate to-wit: The undivided one fourth interest of deceased acquired as heir at law of Emeline Orr, deceased, in and to about 240 acres more or less of unsurveyed land of the United States, being what is known as the Orr ranch, lying and being on both sides of the stream known as Wolverine Creek and being between the lands known as the Fournier of Peter Morris ranch and the canyon of said creek and including all land claimed by one James Briley and conveyed to Sample Orr by deed dated September 30, 1889, the said land being included in the said Briley's unsurveyed desert land entry \$395 made at Blackfoot, Idaho, on May 4, 1885; also all land adjoining said tract heretofore claimed by Daniel M. Taylor and conveyed to Sample Orr, also including all lands claimed and appropriated by said Sample Orr, on said Wolverine Creek and adjoining the above described tract, including all ditches and water rights thereto appertaining and particularly the decreed water right in Wolverine Creek for said land, being evidenced by decree of the District Court, rendered August 1, 1891 and recorded in Judgment Book "1" page 107, records of Bingham County, Idaho, all of said land being in Bingham County, Idaho.

Also the undivided 11/112 interest of deceased required as heir at law of Sample Orr, deceased, and Emeline Orr, deceased in and to the Ollis ranch, described as the E $\frac{1}{2}$  of the NW $\frac{1}{4}$  and lots 1, 2, and 3 of section 28 and lots 3, 4, and 5 of section 21 in township 3 south of range 34 E.B.M., in Bingham County, Idaho. Also the undivided 11/56 interest of deceased acquired as heir at law of Sample Orr, deceased and Emeline Orr, deceased, in and to the SW $\frac{1}{4}$  of section 12 in township 1 south, of range 37 E.B.M., in Bingham County, Idaho. Also the undivided 11/56 interest of deceased acquired as heir at law of Sample Orr, deceased and Emeline Orr, deceased and Emeline Orr, deceased, in and to lots 1, 2, 3, and 4 in block 55 in Shilling's addition to the town of Blackfoot, Bingham County, Idaho.

Together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Done in open Court this 11th day of September, 1906.

Seal. Karl S. Packrell, Judge of said Probate Court.

State of Idaho ss. I, Karl S. Packrell, the duly elected, County of Bingham qualified and acting probate Judge and ex-officio Clerk of the Probate Court, of Bingham County, Idaho, do hereby certify that the foregoing to be a full, true and correct copy of the Decree of Distribution on file in my office and recorded therein, in the matter of the estate of Marshall Orr, deceased.

(OVER)

*The Bingham Abstract Co. Ltd.*

QUITCLAIM DEED.

\*\*\*

Mary B. Killingsworth, un-  
married; Katie Chapman and  
John W. Chapman, her husband.

TO

William R. Young

Grantors,

Grantee.

\*\*\*\*\*

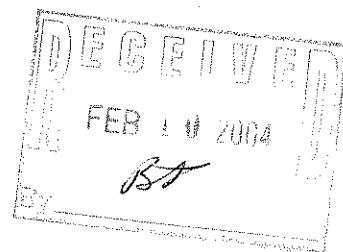
Dated- August 6th, 1904-

Consideration- \$3000.00-

Recorded- February 21st, 1905 at-

3:30 p.m., in book "6" of Deeds at-

Page 68 of the records of Bingham County, Idaho-



Acknowledged- August 6th, 1904 before-  
John W. Jones a Notary Public of Bingham County, Idaho- Sealed- Regular-  
And wife separately examined-

Witness- John W. Jones-

DESCRIPTION and REMARKS.

Conveys all their right, title and interest of every nature in and to about 240 acres, more or less, of unsurveyed land of the United States being what is known as the Orr ranch, lying and being on both sides of the stream known as Wolverine Creek and being between the lands known as the Fornier or Peter Morris Ranch and the Canyon of said Creek and including all the lands claimed by one James Briley and conveyed to Sample Orr by deed of Sept. 30th, 1889, the same land being included in said Briley's unsurveyed desert entry No. 395 made at Blackfoot, Idaho, on May 4th, 1885 also all land adjoining said tract heretofore claimed by Daniel M. Taylor and conveyed to said Sample Orr and also all lands claimed and appropriated by Sample Orr on said Wolverine Creek and adjoining the above described tracts, together with all ditches and water rights thereto appertaining and belonging and particularly the decreed water right for said land in Wolverine Creek being evidenced by the decree of the District Court rendered August 1st, 1891 and recorded in Judgment book "7" at page 107 of the records of Bingham County, Idaho.

8-6-1904

WARRANTY DEED.

\*\*\*

Sample H. Orr

TO

Emiline Orr,

Grantor,

Grantee.

\*\*\*\*\*

Dated- March 24th, 1897-

Consideration- \$3000.00-

Recorded- December 16th, 1897 at-

5:00 p.m., in book "T" of Deeds at-

Page 146 of the records of Bingham County, Idaho-

Acknowledged- June 10th, 1897 before-

George L. Wall a Notary Public of Bing-

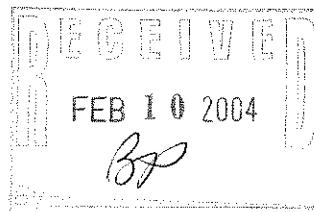
ham County, Idaho- Sealed- Regular\*\*\*

No witness-

DESCRIPTION and REMARKS.

Conveys land situated lying in the County of Bingham and State of Idaho and bounded and described as follows, to-wit:- about 160 acres of the unsurveyed of the United States situate lying and being both sides of the stream known as Wolverine Creek, County and State aforesaid and being between the land known as the Fournier or Peter Morris Ranch and the Canyon of said Creek and including all lands formerly claimed by James Briley and that claimed by Daniel Taylor and all ditches and water rights used in connection with said property.

\*\*\* Acknowledges as Sample Orr, a single man.



3-24-1897

No4-

*The Bingham*  
*Abstract Co. Ltd.*

QUITCLAIM DEED.

\*\*\*

James Briley and  
Rebecca Briley

TO

Sample Orr,

Grantors,

Grantee.

\*\*\*\*\*

Dated- September 30th, 1889-

Consideration- \$ 2000.00-

Recorded- October 28th, 1889 at-

9:30 a.m., in book "F" of Deeds at-

Page 107 of the records of Bingham County, Idaho-

Acknowledged- October 26th, 1889 before-  
John Montgomery Jr. a Notary Public of-  
Bingham County, Idaho Ter.-Sealed-Regu-  
lar-\*\*\* Wife separately examined-

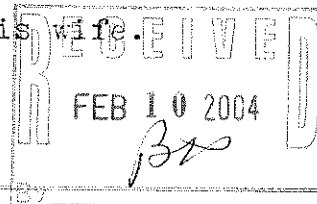
Witnesses- Presto Burrell- John S. Pritchett-

DESCRIPTION and REMARKS.

Conveys all that certain lot of land lying on both banks of the stream known as Wolverine Creek about  $1\frac{1}{2}$  miles from where said creek empties into Blackfoot River in the County of Bingham, State of Idaho, known as the Briley Ranch, being the same that James Briley filed Desert Entry on about May 1st, 1885 and being the same that Rebecca J. Briley, wife of the said James Briley, filed homestead upon in the Recorder's Office of Bingham County, Idaho, September 26th, 1889, said land being unsurveyed land of the United States. We also sell and deliver to said Orr and his heirs all the appurtenances belonging to said ranch including all our water ditches, water rights and all improvements on said land. Also certain personal property.

\*\*\* Acknowledge as James and Rebecca J. Briley, his wife.

9-30-1889



Water Location  
of  
James Briley

Public Notice  
Blackfoot, Idaho  
March 26th, 1888.

Notice is hereby given that I, James Briley, a citizen of the United States and over (21) twenty one years of age do hereby and by these presents appropriate the following quantity of water; viz: (200) two hundred inches of water measured under a 4 inch pressure and to be taken out of Wolverine Creek in Bingham County, Idaho Territory, at a point where a copy of this notice is posted.

The water so appropriated is to be diverted upon and to be used for the irrigation of land owned and in the possession of said appropriation for agricultural purposes said land is described as follows, 80 acres of unsurveyed land in Wolverine Creek about twenty miles northeast of the town of Blackfoot, Idaho. The means which are designed to be employed for diverting and conducting such water are two main ditches each being about three feet wide on top and 2 feet on bottom and about 18 inches deep.

James Briley.

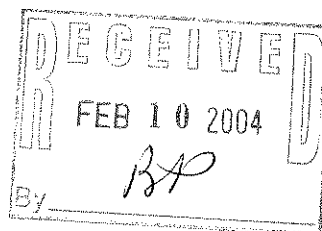
Subscribed and sworn to before me this 26th day of March A. D. 1888.

(Seal)

John Montgomery Jr.  
Notary Public.

Recorded at the request of John Montgomery Jr. March 27th, 1888 at 4 o'clock p.m., in Book "B" of Water Locations at page 150 of the records of Bingham County, Idaho.

George A. Robethan, Recorder.





No. 5-

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR BINGHAM COUNTY.

\*\*\*

Fred S. Stevens, et al. :  
Plaintiffs. :  
vs. :  
Eastern Idaho Water Co. et al. :  
Defendants. :  
----- :

This cause having been heretofore tried by the Court without a jury and the Court having made its findings of fact and conclusions of law.

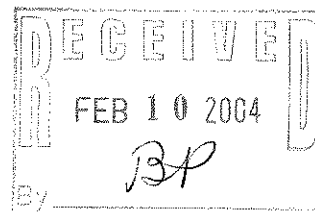
It is now ordered, adjudged and decreed that the following parties are entitled to divert from the Blackfoot River the amount of water herein indicated and the right of each party dates from the time hereinafter stated and set opposite each name, to-wit:- Among others is that of-

27-51 Sample Orr- July 1st A. D. 1882- 80 inches  
27-53 Daniel M. Taylor April 1st, A.D. 1888 10 inches

It is further ordered, adjudged and decreed, that all parties to this action shall have the right to use the waters of the several streams named in this decree for domestic purposes.  
Done in open Court this August 1st A. D. 1891.

Chas. Cobb,  
Judge Pro. Tem.

Recorded in Judgment Book "1" at  
pages 107-116 of the records of Bingham  
County, Idaho.



1-18-1943

## WARRANTY DEED

\*\*\*

H. D. MacCosham and  
Sue A. MacCosham, husband and wife

TO

Leonard D. Cox

\*\*\*\*\*

Dated- January 18th, 1943-

Consideration- \$8000.00-

Recorded- February 26th, 1943 at-

9:16 a.m., in Book "67" of Deeds at-

Page 45 of the records of Bingham County, Idaho-

H. D. MacCosham

Sue A. MacCosham

Acknowledged by H.D. MacCosham and Sue A. MacCosham, husband  
and wife, January ....., 1943, before Emery P. Carr a Notary  
Public for Idaho, residing at Pocatello, Idaho:  
Sealed: Commission expires August 1, 1946-

## DESCRIPTION and REMARKS

The parties of the first part do hereby grant, bargain, sell, convey and confirm unto the party of the second part and to his heirs and assigns forever all that certain real estate situated in Bingham County, Idaho, described as follows:

The S $\frac{1}{2}$  of Section 10; the E $\frac{1}{2}$  of the NE $\frac{1}{4}$ ; the N $\frac{1}{2}$  of the N $\frac{1}{2}$ , and the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$ , and the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 14; the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$ , the S $\frac{1}{2}$  of the N $\frac{1}{2}$  and the N $\frac{1}{2}$  of the SW $\frac{1}{4}$  and the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  and the N $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 15; the E $\frac{1}{2}$  of Section 22; the W $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 23; and the NE $\frac{1}{4}$ , and the E $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 27, all in Township 2 South of Range 38 E.B.M. in Idaho.

Together with all of the water rights and ditches and rights of way of the first parties as decreed to Sample Orr for 80 inches in Wolverine Creek with priority of July 1, 1882, and acquired and conveyed by first parties' predecessors in interest and otherwise and in every manner in said Wolverine Creek, Jones Creek and in any creeks and streams, to the waters of which the first parties' predecessors in interest acquired rights by decree, user or in any manner for the irrigation of said lands or any part thereof.

To Have and To Hold said premises in the quiet and peaceable possession of the party of the second part, his heirs and assigns and the said first parties will warrant and forever defend.

\$8.80 I.R.S. attached and cancelled.

NOV 12 1992

27-00051

In the Matter of the Estate of \_\_\_\_\_, Deceased. Petition for Distribution of Estate.

Fred S. Stevens, et al, were duly appointed, qualified and acting administrators of Plaintiffs. At Sample City, Idaho, having on the 15th day of August, 1906, filed in this court his petition setting forth among other matters, that all of the accounts of Eastern Idaho Water Co. et al, are: usually paid and settled, and said estate is: Defendants. : so as shown and that a portion

Defendants. :  
-----:   
This cause having been heretofore tried by the  
Court without a jury and the Court having made its  
findings of fact and conclusions of law.  
It is now ordered, adjudged and decreed that

It is now ordered, adjudged and decreed that the following parties are entitled to divert from this the Blackfoot River the amount of water herein indicated and the right of each party dates from the time hereinafter stated and set opposite each name, to-wit:- Among others is that of 80 inches

to-wit:- Among others is that of  
Sample Orr- July 1st A. D. 1882- 80 inches  
Daniel M. Taylor- April 1st, A.D. 1888 10 inches  
It is further ordered, adjudged and decreed,

It is further ordered, adjudged and decreed, that all parties to this action shall have the right to use the waters of the several streams in this decree for domestic purposes.

named in this decree for domestic purposes. Done in open court this August, 1st A. D. 1891.

Done in open Court this August, 1890.

Recorded in Judgment Book "1" at pages 107-116 of the records of Bingham County, Idaho.

[illegible]

and the said Corliss Orr, now deceased, and the said  
Marshall Orr, now deceased, since antecedent to the death of

NOV 2 1997

In the Matter of the Estate of : Estate of Distribution of Estate  
of Sample Corp., deceased.

**Defendants.**

findings of fact and conclusions of law. It is now ordered, adjudged and decreed that the parties are entitled to divert from

indicated and the right of each party dates from the first time hereinafter stated and set opposite each name.

It is further ordered, adjudged and decreed, that the said Daniel M. Taylor April 1st, A.D. 1888 10 inches

named in this decree for domestic purposes. Done in open court this August, 1st A. D. 1891.

...Judge Pro. Tem. ...  
...at Rock Hill at ...

pages 107-118 of the file and  
County, Idaho. An undated 1944 interest statement, as well as a statement on payases or earnings, are enclosed as well.

[illegible]

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the situation.

Marshall Coy, now deceased. (b)(6) (b)(7)(C) NOV 1

2022-2023

WARRANTY DEED

\*\*\*

H. D. MacCosham and  
Sue A. MacCosham, husband and wife

TO

Leonard D. Cox

\*\*\*\*\*

Dated- January 18th, 1943-

Consideration- \$8000.00-

Recorded- February 26th, 1943 at-

9:16 a.m., in Book "67" of Deeds at-

Page 45 of the records of Bingham County, Idaho-

H. D. MacCosham

Sue A. MacCosham

Acknowledged by H.D. MacCosham and Sue A. MacCosham, husband  
and wife, January . . . ., 1943, before Emery P. Carr a Notary  
Public for Idaho, residing at Pocatello, Idaho:  
Sealed: Commission expires August 1, 1946-

DESCRIPTION and REMARKS

The parties of the first part do hereby grant, bargain, sell, convey and confirm unto the party of the second part and to his heirs and assigns forever all that certain real estate situated in Bingham County, Idaho, described as follows:

The  $S\frac{1}{2}$  of Section 10; the  $E\frac{1}{2}$  of the  $NE\frac{1}{4}$ ; the  $N\frac{1}{2}$  of the  $N\frac{1}{2}$ , and the  $SE\frac{1}{4}$  of the  $NW\frac{1}{4}$ , and the  $SW\frac{1}{4}$  of the  $NE\frac{1}{4}$  of Section 14; the  $NW\frac{1}{4}$  of the  $NW\frac{1}{4}$ , the  $S\frac{1}{2}$  of the  $N\frac{1}{2}$  and the  $N\frac{1}{2}$  of the  $SW\frac{1}{4}$  and the  $NW\frac{1}{4}$  of the  $SE\frac{1}{4}$  and the  $N\frac{1}{2}$  of the  $NE\frac{1}{4}$  of Section 15; the  $E\frac{1}{2}$  of Section 22; the  $W\frac{1}{2}$  of the  $SW\frac{1}{4}$  of Section 23; and the  $NE\frac{1}{4}$ , and the  $E\frac{1}{2}$  of the  $NW\frac{1}{4}$  of Section 27, all in Township 2 South of Range 38 E.B.M. in Idaho.

Together with all of the water rights and ditches and rights of way of the first parties as decreed to Sample Orr for 80 inches in Wolverine Creek with priority of July 1, 1882, and acquired and conveyed by first parties' predecessors in interest and otherwise and in every manner in said Wolverine Creek, Jones Creek and in any creeks and streams, to the waters of which the first parties' predecessors in interest acquired rights by decree, user or in any manner for the irrigation of said lands or any part thereof.

To Have and To Hold said premises in the quiet and peaceable possession of the party of the second part, his heirs and assigns and the said first parties will warrant and forever defend.

\$8.80 I.R.S. attached and cancelled.

NOV 12 1992

# WARRANTY DEED

THIS INDENTURE, Made this 18th day of September, in the year of our Lord, One Thousand Nine Hundred and Fifty-two, by and between Louis B. Cox and Darlene A. Cox, his wife, Leonard Cox and LaRue Cox, his wife, and Diantha Cox, a widow,

of the County of Bingham, State of Idaho, the parties of the first part, and E. A. STOLWORTHY AND SONS, a co-partnership, composed of E. A. Stolworthy, Gerald Stolworthy and Lloyd Stolworthy,

of the 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 Eight Thousand DOLLARS

lawful money of the United States of America, to them in hand paid by the parties 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 parties of the second part and to their heirs and assigns forever, all the following described real estate, situate in the

County of Bingham, State of Idaho, to wit: West Half of the Northwest Quarter, the Southeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 11; North Half of the Northwest Quarter, the South Half of the Southwest Quarter and the South Half of the Southeast Quarter of Section 13; Southwest Quarter, the West Half of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 14; East Half of the Northwest Quarter, the East Half of the Southwest Quarter, the South Half of the Southwest Quarter, the Northeast Quarter of the Southeast Quarter and the Northwest Quarter of the Southwest Quarter of Section 23; North Half of the Northeast Quarter and the West Half of the Southwest Quarter of Section 24; Northwest Quarter of the Northwest Quarter, and the North 60 acres of the South Half of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter of Section 25; North Half of the Northeast Quarter of Section 26, all in Township 2 South of Range 38 East of the Boise Meridian, in Idaho.

South Half of the Southwest Quarter of Section 17; South Half of the Southeast Quarter, the Southeast Quarter of the Southwest Quarter and Lots 2, 3, and 4, in Section 18; Northeast Quarter, the East Half of the Northwest Quarter, the North Half of the Southeast Quarter, the Southeast Quarter of the Southeast Quarter, the East Half of the Southwest Quarter and Lots 1, 2, 3 and 4 in Section 19; Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 20; Northeast Quarter of the Northwest Quarter and Lot 1 in Section 30, all in Township 2 South of Range 39 East of the Boise Meridian, in Idaho, comprising a total of 2795.42 acres, more or less, according to Government Survey.

First parties agree to pay all taxes and assessments to and including the year 1957.

TOGETHER, With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion or 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 parties of the second part, and to their 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 parties of the second 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 have hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of

*Louis B. Cox* (SEAL)  
*Darlene A. Cox* (SEAL)  
*Leonard Cox* (SEAL)  
*LaRue Cox* (SEAL)

# WARRANTY DEED

THIS INDENTURE, Made this 18th day of September, in the year of our Lord, One Thousand Nine Hundred and Fifty-two, by and between Louise B. Cox and Darlene A. Cox, his wife, Leonard Cox and LaRue Cox, his wife, and Diantha Cox, a widow,

of the County of Bingham, State of Idaho, the parties of the first part, and E. A. STOLWORTHY AND SONS, a co-partnership, composed of E. A. Stolworthy, Gerald Stolworthy and Lloyd Stolworthy,

of the 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 Eight Thousand - - - - - DOLLARS lawful money of the United States of America, to them in hand paid by the parties 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 parties of the second part and to their heirs and assigns forever, all the following described real estate, situate in the

County of Bingham, State of Idaho, to wit: West Half of the Northwest Quarter, the Southeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 11; North Half of the Northwest Quarter, the South Half of the Southwest Quarter and the South Half of the Southeast Quarter of Section 13; Southwest Quarter, the West Half of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 14; East Half of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section 15; Northwest Quarter, the East Half of the Southwest Quarter, the South Half of the Southeast Quarter, the Northeast Quarter of the Southeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 23; North Half of the Northeast Quarter and the West Half of the Southwest Quarter of Section 24; Northwest Quarter of the Northwest Quarter, and the North 60 acres of the South Half of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter of Section 25; North Half of the Northeast Quarter of Section 26, all in Township 2 South of Range 38 East of the Boise Meridian, in Idaho.

South Half of the Southwest Quarter of Section 17; South Half of the Southeast Quarter, the Southeast Quarter of the Southwest Quarter and Lots 2, 3, and 4, in Section 18; Northeast Quarter, the East Half of the Northwest Quarter, the North Half of the Southeast Quarter, the Southeast Quarter of the Southeast Quarter, the East Half of the Southwest Quarter and Lots 1, 2, 3 and 4 in Section 19; Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 20; Northeast Quarter of the Northwest Quarter and Lot 1 in Section 30, all in Township 2 South of Range 39 East of the Boise Meridian, in Idaho, and comprising a total of 2795.42 acres, more or less, according to Government Survey.

First parties agree to pay all taxes and assessments to and including the year 1957.

TOGETHER, With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion or 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 parties of the second part, and to their 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 parties of the second 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 have hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of

Louise B. Cox (SEAL)  
Darlene A. Cox (SEAL)  
Leonard Cox (SEAL)  
LaRue Cox (SEAL)

# WARRANTY DEED

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THIS INDENTURE, Made this 25th day of October, 1956,  
by and between Wayne Everett and Valene Everett, his wife, and  
Edsil Ray Everett and Maxine Everett, his wife,

of the County of Bingham, State of Idaho, the parties of the first  
part, and E. A. Stolworthy, Gerald E. Stolworthy and Lloyd Stolworthy,  
a co-partnership doing business under the name and style of  
E. A. Stolworthy & Sons,

of the 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  
TEN and other valuable considerations, ----- DOLLARS  
lawful money of the United States of America, to them in hand paid by parties 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 parties of the second part  
and to their heirs and assigns forever, all the following described real estate, situate in the  
County of Bingham, State of Idaho, to wit:

The South Half of the Northeast Quarter; the Northwest Quarter of  
the Southeast Quarter; the Northeast Quarter of the Southwest Quarter,  
and the South Half of the Southwest Quarter of Section 26; the North-  
west Quarter of the Northwest Quarter of Section 35, all in Township  
Two South of Range Thirty-eight East of the Boise Meridian, in Idaho,  
together with all ditch and water rights belonging to or used upon  
said premises and particularly 50 miner's inches of water from Cedar  
Creek, a tributary of the Blackfoot River.

All taxes and assessments including the 1956 taxes and  
assessments are to be paid by the first parties.



TOGETHER, With all and singular the tenements, hereditaments and appurtenances thereunto be-  
longing or in anywise appertaining, and the reversion or 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, to-  
gether with the appurtenances, unto the parties of the second part, and to their 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 parties of the second 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 WAR-  
RANT and by these presents forever DEFEND.

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

Signed, sealed and delivered in the  
presence of

Edgar Jensen

Wayne Everett (SEAL)  
Valene Everett (SEAL)  
Edsil Ray Everett (SEAL)  
Maxine Everett (SEAL)

wife, of Oregon City, County of Clackamas, Oregon, and GORDON BOYLE and PEARL BOYLE,  
wife,

Idaho Falls County of Nevada State of Idaho

consideration of Ten and no/100 (\$10.00) Dollars and other valuable considerations ~~DO NOT~~

been paid by E. A. STOLWORTHY and SONS, a partnership

County of Bingham State of Idaho

have bargained and sold, and by these presents do grant, bargain, sell and convey unto said

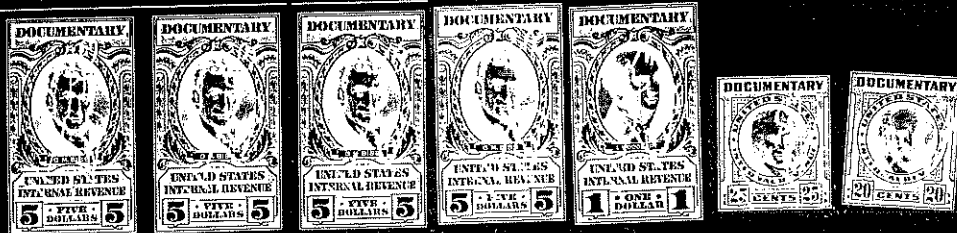
E. A. STOLWORTHY and SONS, a partnership its successors ~~heirs~~ and assigns,

the following bounded and described real property situated in the County of Bingham

of Idaho

The South Half of the Southwest Quarter of Section Twenty-Seven (27). The Northwest Quarter of the Southwest Quarter ( $NW\frac{1}{4}SW\frac{1}{4}$ ), and the South Half of the Northwest Quarter ( $S\frac{1}{2}NW\frac{1}{4}$ ) and the Northwest Quarter of the Northwest Quarter ( $NW\frac{1}{4}NW\frac{1}{4}$ ) of Section Twenty-Six (26); the Southeast Quarter ( $SE\frac{1}{4}$ ) of Section Twenty-Seven (27). The South Half of the Southeast Quarter of the Southeast Quarter ( $S\frac{1}{2}SE\frac{1}{4}SE\frac{1}{4}$ ) of Section Twenty-eight (28). The East Half of the East Half ( $E\frac{1}{2}E\frac{1}{2}$ ) of Section Thirty-three (33). North Half of the North Half ( $N\frac{1}{2}N\frac{1}{2}$ ), South Half of the Northwest Quarter ( $S\frac{1}{2}NW\frac{1}{4}$ ), Southwest Quarter of the Northeast Quarter ( $SW\frac{1}{4}NE\frac{1}{4}$ ), North Half of the Southwest Quarter ( $N\frac{1}{2}SW\frac{1}{4}$ ), Southeast Quarter of the Southwest Quarter ( $SE\frac{1}{4}SW\frac{1}{4}$ ), West Half of the Southeast Quarter ( $W\frac{1}{2}SE\frac{1}{4}$ ), Northeast Quarter of the Southeast Quarter ( $NE\frac{1}{4}SE\frac{1}{4}$ ) of Section Thirty-four (34). All in Township Two (2) South, Range Thirty-eight (38), East of the Boise Meridian.

Together with all water, water rights, ditches connected with or had and enjoyed in connection with said real estate and each and every part thereof, whether represented by shares of capital stock in any ditch company or by actual individual ownership or otherwise, together with the buildings and improvements thereon.



her with all and singular the tenements, hereditaments and appurtenances thereunto belonging or  
ywise appertaining, and also all their estate, right, title and interest in and to the same.

TO HAVE AND TO HOLD, the above described and granted premises unto the said

E. A. STOLWORTHY and SONS, a partnership,  
its successors ~~heirs~~ and assigns forever. And

M. IRELAND and AILSA M. IRELAND, his wife, and GORDON BOYLE and PEARL BOYLE, his wife,  
grantors above named do covenant to and with

E. A. STOLWORTHY and SONS, a partnership, the above named grantee its

s ~~heirs~~ and assigns that it will and its ~~heirs~~ successors and assigns, shall warrant and

the above granted premises, and every part and parcel thereof, against the acts and deeds of said

ors, and all persons claiming by, from, through or under the said grantors unto the said grantee its

s ~~heirs~~ and assigns forever, subject to taxes for 1953.

WITNESS WHEREOF, The said grantors have hereunto set their hand and seal this  
th day of November, 1953 A. D.

ted in Presence of:

*Read M. Ireland* (Seal)

*Lisa M. Ireland* (Seal)

*Gordon Boyle* (Seal)

*Pearl Boyle* (Seal)

THIS INDENTURE, made this 1st day of July, 1960, between E. A. STOLWORTHY & SONS, A copartnership composed of E. A. STOLWORTHY, GERALD E. STOLWORTHY and LLOYD STOLWORTHY, of the County of Bingham, State of Idaho, the party of the first part, and E. A. STOLWORTHY & SONS, INC., a corporation, of Bonneville 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 sum of TEN AND NO/100 (\$10.00) DOLLARS, lawful money of the United States of America, and other good and valuable considerations, to them in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, does, by these presents, remise, release and forever quitclaim unto the said party of the second part, and to its successors and assigns, forever, all the following described real estate, situated in Bingham County, Idaho, to-wit:

The North Half of the Southwest Quarter ( $N\frac{1}{2}SW\frac{1}{4}$ ) and the Northwest Quarter of the Southeast Quarter ( $NW\frac{1}{4}SE\frac{1}{4}$ ) lying South of the road in Section One (1); Lots One (1), Two (2), Three (3) and Four (4), the South Half of the North Half ( $S\frac{1}{2}N\frac{1}{2}$ ), the Southeast Quarter of the Southwest Quarter ( $SE\frac{1}{4}SW\frac{1}{4}$ ) and the North Half of the South Half ( $N\frac{1}{2}S\frac{1}{2}$ ) of Section Two (2); Lots One (1) and Two (2), the North Half of the Southeast Quarter ( $N\frac{1}{2}SE\frac{1}{4}$ ), the South Half of the Northeast Quarter ( $S\frac{1}{2}NE\frac{1}{4}$ ), the Southwest Quarter of the Northwest Quarter ( $SW\frac{1}{4}NW\frac{1}{4}$ ) and the Southwest Quarter ( $SW\frac{1}{4}$ ) of Section Three (3); the East Half of the Southeast Quarter ( $E\frac{1}{2}SE\frac{1}{4}$ ), the Northwest Quarter of the Southeast Quarter ( $NW\frac{1}{4}SE\frac{1}{4}$ ) lying Southeast of the canal; the Southeast Quarter of the Southwest Quarter ( $SE\frac{1}{4}SW\frac{1}{4}$ ) lying Southeast of the canal, and the Southwest Quarter of the Southeast Quarter ( $SW\frac{1}{4}SE\frac{1}{4}$ ) of Section Four (4); the East Half of the Northwest Quarter ( $E\frac{1}{2}NW\frac{1}{4}$ ) and the West Half of the Northeast Quarter ( $W\frac{1}{2}NE\frac{1}{4}$ ) of Section Nine (9), all in Township Two (2) South, Range Thirty-seven (37), East of the Boise Meridian

The Southwest Quarter of the Southeast Quarter ( $SW\frac{1}{4}SE\frac{1}{4}$ ), the South Half of the Southwest Quarter ( $S\frac{1}{2}SW\frac{1}{4}$ ), Section Twenty-nine (29); Lots Two (2), Three (3) and Four (4), the East Half of the Southwest Quarter ( $E\frac{1}{2}SW\frac{1}{4}$ ), the South Half of the Southeast Quarter ( $S\frac{1}{2}SE\frac{1}{4}$ ), Section Thirty (30); All of Sections Thirty-one (31) and Thirty-two (32), excepting the Southeast Quarter of the Southeast Quarter ( $SE\frac{1}{4}SE\frac{1}{4}$ ), and the Northeast Quarter of the Southwest Quarter ( $NE\frac{1}{4}SW\frac{1}{4}$ ), of Section Thirty-two (32) and excepting the following described tract: Beginning at a point on the Section Line 1320 feet East of the Southwest Corner of Section Thirty-one (31) thence North  $0^{\circ}17'$  West, parallel with the West Line of said Section Thirty-one (31) for 3417 feet; thence East parallel with the South Line of said Section Thirty-one (31), for 5913 feet, more or less, to the North and South Sixteenth Line through the Northwest Quarter ( $NW\frac{1}{4}$ ) of Section Thirty-two (32), thence South  $0^{\circ}09'$  East, along the said Sixteenth Line 3417 feet, to the South Line of said Section Thirty-two (32); thence West along the Section Line 5905 feet, more or less, to the point of beginning. North Half ( $N\frac{1}{2}$ ) of Section Thirty-three (33), the West Half of the Northeast Quarter ( $W\frac{1}{2}NE\frac{1}{4}$ ), the North Half of the Northwest Quarter ( $N\frac{1}{2}NW\frac{1}{4}$ ), the Southwest Quarter of the Northwest Quarter ( $SW\frac{1}{4}NW\frac{1}{4}$ ) and the Northwest Quarter of the Southwest Quarter ( $NW\frac{1}{4}SW\frac{1}{4}$ ) of Section Thirty-four (34), all in Township One (1) South, Range Thirty-eight (38), East of the Boise Meridian



The Southeast Quarter of the Northwest Quarter ( $SE\frac{1}{4}NW\frac{1}{4}$ ) and the South Half ( $S\frac{1}{2}$ ) of Section Three (3); the Southeast Quarter ( $SE\frac{1}{4}$ ) of Section Four (4), excepting the following described tract: beginning at a point 1074' West of the Southeast corner of said Section Four (4), and running thence North  $40^{\circ}49'$  West 2100 feet to the Northwest corner of the South Half of the Southeast Quarter ( $S\frac{1}{2}SE\frac{1}{4}$ ) of said Section Four (4), thence South 1320 feet more or less, to the Southwest corner of said South Half of the Southeast Quarter ( $S\frac{1}{2}SE\frac{1}{4}$ ) of said Section Four (4), thence East 1566 feet, more or less, to the point of beginning; the North Half of the Southwest Quarter ( $N\frac{1}{2}SW\frac{1}{4}$ ) and the South Half of the Northeast Quarter ( $S\frac{1}{2}NE\frac{1}{4}$ ) of said Section Four (4); Lots Three (3), Four (4), Five (5), Six (6) and Seven (7) of Section Six (6); the Northeast Quarter ( $NE\frac{1}{4}$ ) of Section Nine (9); the North Half of the Southeast Quarter ( $SE\frac{1}{4}$ ), excepting the following described tract: beginning at point 1074 feet West of the Northeast corner of said Section (9), thence following a fence running in a Southeasterly direction South  $40^{\circ}09'$  East 7.5 feet, thence South  $37^{\circ}43'$  East 835 feet, thence South  $24^{\circ}49'$  East 882 feet, thence South  $30^{\circ}03'$  West 7 feet, thence South  $4^{\circ}48'$  West 449 feet, thence South  $13^{\circ}16'$  East 536 feet, thence Southwesterly 910 feet to a point on the South line of the North Half of the Southeast Quarter ( $N\frac{1}{2}SE\frac{1}{4}$ ) of said Section Nine (9), which point is 600 feet West of the Southeast corner of said North Half of the Southeast Quarter ( $N\frac{1}{2}SE\frac{1}{4}$ ), thence West 2040 feet, more or less, to the Southwest corner of the North Half of the Southeast Quarter ( $N\frac{1}{2}SE\frac{1}{4}$ ) of said Section Nine (9), thence North 3960 feet, more or less, to the Northwest corner of the Northeast Quarter ( $NE\frac{1}{4}$ ) of said Section Nine (9), thence 1566 feet, more or less, to the point of beginning. All of Section Ten (10); the West Half of the West Half ( $W\frac{1}{2}W\frac{1}{2}$ ), the East Half of the Southwest Quarter ( $E\frac{1}{2}SW\frac{1}{4}$ ) and the Northwest Quarter of the Southeast Quarter ( $NW\frac{1}{4}SE\frac{1}{4}$ ) of Section Eleven (11); the North Half of the Northwest Quarter ( $N\frac{1}{2}NW\frac{1}{4}$ ) and the South Half of the South Half ( $S\frac{1}{2}S\frac{1}{2}$ ) of Section Thirteen (13); the North Half of the North Half ( $N\frac{1}{2}N\frac{1}{2}$ ), the Southeast Quarter of the Northwest Quarter ( $SE\frac{1}{4}NW\frac{1}{4}$ ), the Southwest Quarter of the Northeast Quarter ( $SW\frac{1}{4}NE\frac{1}{4}$ ), the Southwest Quarter ( $SW\frac{1}{4}$ ), the South Half of the Southeast Quarter ( $S\frac{1}{2}SE\frac{1}{4}$ ), the Northwest Quarter of the Southeast Quarter ( $NW\frac{1}{4}SE\frac{1}{4}$ ) of Section Fourteen (14); all of Section Fifteen (15); the East Half ( $E\frac{1}{2}$ ) and the Northwest Quarter ( $NW\frac{1}{4}$ ) of Section Twenty-two (22); all of Section Twenty-three (23); all of Section Twenty-four (24); the Northwest Quarter of the Northwest Quarter ( $NW\frac{1}{4}NW\frac{1}{4}$ ), the North Half of the Southwest Quarter of the North Quarter ( $N\frac{1}{2}SW\frac{1}{4}NE\frac{1}{4}$ ), the North Half of the South Half of the Northwest Quarter ( $N\frac{1}{2}S\frac{1}{2}NW\frac{1}{4}$ ), and the Northwest Quarter of the North Quarter ( $NW\frac{1}{4}NE\frac{1}{4}$ ), the Northeast Quarter of the Northwest Quarter ( $NE\frac{1}{4}NW\frac{1}{4}$ ) of Section Twenty-five (25); all of Section Twenty-six (26), excepting the South Half of the Southeast Quarter ( $S\frac{1}{2}SE\frac{1}{4}$ ) and the Northeast Quarter of the Southeast Quarter ( $NE\frac{1}{4}SE\frac{1}{4}$ ) of said Section Twenty-six (26); the Northeast Quarter ( $NE\frac{1}{4}$ ), the East Half of the Northwest Quarter ( $E\frac{1}{2}NW\frac{1}{4}$ ), the Southeast Quarter ( $SE\frac{1}{4}$ ), the South Half of the Southwest Quarter ( $S\frac{1}{2}SW\frac{1}{4}$ ) of Section Twenty-seven (27); the South Half of the Southeast Quarter of the Southeast Quarter ( $S\frac{1}{2}SE\frac{1}{4}SE\frac{1}{4}$ ) of Section Twenty-eight (28); the North Half of the East Half ( $E\frac{1}{2}E\frac{1}{2}$ ) of Section Thirty-three (33); all of Section Thirty-four (34), excepting the Southeast Quarter of the Southeast Quarter ( $SE\frac{1}{4}SE\frac{1}{4}$ ) of said Section Thirty-four (34); the Northwest Quarter ( $NW\frac{1}{4}$ ), the West Half of the Northeast Quarter ( $W\frac{1}{2}NE\frac{1}{4}$ ), the Northeast Quarter of the Southeast Quarter ( $NE\frac{1}{4}SE\frac{1}{4}$ ).

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The South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$ ), Section Seventeen (17); Lots Two (2), Three (3) and Four (4), the South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$ ), the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$ ), Section Eighteen (18); the Northeast Quarter (NE $\frac{1}{4}$ ), the North Half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$ ), the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$ ), Lots One (1), Two (2), Three (3) and Four (4), the East Half of the West Half (E $\frac{1}{2}$ W $\frac{1}{2}$ ), Section Nineteen (19); the Northwest Quarter (NW $\frac{1}{4}$ ), and the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$ ), Section Twenty (20); Lot One (1), the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$ ), Section Thirty (30), all in Township Two (2) South, Range Thirty-nine (39), East of the Boise Meridian

The Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$ ), the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ ), Section Twenty-three (23); the Southwest Quarter (SW $\frac{1}{4}$ ), the South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$ ), Section Twenty-four (24), in Township Three (3) South, Range Forty-one (41), East of the Boise Meridian

The Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$ ), the West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$ ), and the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$ ) Section Sixteen (16); all of Section Seventeen (17); the East Half (E $\frac{1}{2}$ ) and the Northwest Quarter (NW $\frac{1}{4}$ ), Section Eighteen (18); the East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$ ), the Northeast Quarter (NE $\frac{1}{4}$ ), the Southeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$ ), and the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$ ), Section Twenty (20); all of Section Twenty-one (21); the West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$ ), the Northwest Quarter (NW $\frac{1}{4}$ ), the Southwest Quarter (SW $\frac{1}{4}$ ) and the West Half of the Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$ ) of Section Twenty-seven (27); the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$ ), the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$ ) and Lot One (1), Section Twenty-eight (28); the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$ ), Section Thirty-three (33); the North Half (N $\frac{1}{2}$ ) and the Southwest Quarter (SW $\frac{1}{4}$ ), Section Thirty-four (34), all in Township One (1) North, Range Thirty-six (36), East of the Boise Meridian

Lot Four (4), the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$ ), and the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$ ), Section Two (2); Lot One (1), the South Half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$ ), the Southwest Quarter (SW $\frac{1}{4}$ ), the South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$ ), and the Southeast Quarter (SE $\frac{1}{4}$ ), Section Three (3); the East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$ ), Section Four (4); the East Half of the East Half (E $\frac{1}{2}$ E $\frac{1}{2}$ ), Section Nine (9); all of Section Ten (10); the South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$ ), the Southwest Quarter (SW $\frac{1}{4}$ ), the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$ ), the West Half of the Southwest Quarter of the Southeast Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ ), Section Eleven (11); the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$ ), the South Half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$ ), the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$ ), West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$ ), and beginning at the Northwest corner of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$ ) and running thence South 80 rods to the Southwest corner, thence East 80 rods to the Southeast corner, then in a Northeasterly direction to the point of beginning, all in Section Fourteen (14); the North Half (N $\frac{1}{2}$ ), Section Fifteen (15); the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ ), the West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$ ), Section Twenty-two (22), all in Township One (1) South, Range Thirty-six (36), East of the Boise Meridian

EXCEPTING from the above, the following two described tracts of land, to-wit:

75377-4

Tract No. 1: Commencing at a point North 0°53' East, 1827.3 feet and North 75°40' East, 287 feet from the South Quarter corner of Section Eleven (11) in Township One (1) South, Range Thirty-six (36), East of the Boise Meridian, and running South 17°05' East, 368.5 feet; thence North 86°55' West, 373.3 feet; thence North 0°36' East, 265.4 feet; thence 75°40' East, 270 feet to the point of beginning, containing 2.28 acres, more or less;

Tract No. 2: Commencing at a point North 0°53' East, 1827.3 feet and North 75°40' East, 287 feet from the South Quarter corner of Section Eleven (11), in Township One (1) South, Range Thirty-six (36), East of the Boise Meridian, and running thence North 5°38' West, 203 feet; thence North 87°06' East, 514.5 feet; thence South 27°35' East, 204.3 feet; thence South 74°35' West, 375 feet; thence South 40° West, 240 feet; thence North 17°05' West, 247.5 feet to the point of beginning, containing 3.52 acres, more or less,

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;

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 its successors and assigns forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year in this instrument first above written.

E. C. Stolworthy (SEAL)  
Margaret Stolworthy (SEAL)  
Lloyd Stolworthy (SEAL)  
Lucille Stolworthy (SEAL)  
Gerald Stolworthy (SEAL)  
Margaret Stolworthy (SEAL)

STATE OF IDAHO  
 County of Bingham

} ss

On this 28th day of June, 1960, before me, the undersigned Notary Public in and for said State personally appeared E. A. STOLWORTHY and MARGARET STOLWORTHY, his wife, GERALD E. STOLWORTHY and MARGARET STOLWORTHY, his wife, and LLOYD STOLWORTHY and LUCILLE STOLWORTHY, his 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.

Joseph L. Williams  
 Notary Public for State of Idaho  
 Residing at Idaho Falls, Idaho

THIS INDENTURE, made this 28th day of June, 1960, between E. A. STOLWORTHY and MULVENA STOLWORTHY, his wife, GERALD E. STOLWORTHY and BET STOLWORTHY, his wife, and LLOYD STOLWORTHY and LUCILLE STOLWORTHY, wife, of Bingham County, State of Idaho, the parties of the first part, . A. STOLWORTHY & SONS, a copartnership composed of E. A. Stolworthy, and E. Stolworthy and Lloyd Stolworthy, of the County of Bingham, State Idaho, the party of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, lawful money of the United States of America, and other good and valuable considerations, then in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, do, by these presents, remise, release and forever quit unto the said party of the second part, and to its successors and assigns, forever, all the following described real estate, situated in Bingham County, Idaho, to-wit:

The North Half of the Southwest Quarter ( $N\frac{1}{2}SW\frac{1}{4}$ ) and the Northwest Quarter of the Southeast Quarter ( $NW\frac{1}{4}SE\frac{1}{4}$ ) lying South of the road in Section One (1); Lots One (1), Two (2), Three (3) and Four (4), the South Half of the North Half ( $S\frac{1}{2}N\frac{1}{2}$ ), the Southeast Quarter of the Southwest Quarter ( $SE\frac{1}{4}SW\frac{1}{4}$ ) and the North Half of the South Half ( $N\frac{1}{2}S\frac{1}{2}$ ) of Section Two (2); Lots One (1) and Two (2), the North Half of the Southeast Quarter ( $N\frac{1}{2}SE\frac{1}{4}$ ), the South Half of the Northeast Quarter ( $S\frac{1}{2}NE\frac{1}{4}$ ), the Southwest Quarter of the Northwest Quarter ( $SW\frac{1}{4}NW\frac{1}{4}$ ) and the Southwest Quarter ( $SW\frac{1}{4}$ ) of Section Three (3); the East Half of the Southeast Quarter ( $E\frac{1}{2}SE\frac{1}{4}$ ), the Northwest Quarter of the Southeast Quarter ( $NW\frac{1}{4}SE\frac{1}{4}$ ) lying Southeast of the canal; the Southeast Quarter of the Southwest Quarter ( $SE\frac{1}{4}SW\frac{1}{4}$ ) lying Southeast of the canal, and the Southwest Quarter of the Southeast Quarter ( $SW\frac{1}{4}SE\frac{1}{4}$ ) of Section Four (4); the East Half of the Northwest Quarter ( $E\frac{1}{2}NW\frac{1}{4}$ ) and the West Half of the Northeast Quarter ( $W\frac{1}{2}NE\frac{1}{4}$ ) of Section Nine (9), all in Township Two (2) South, Range Thirty-seven (37), East of the Boise Meridian

The Southwest Quarter of the Southeast Quarter ( $SW\frac{1}{4}SE\frac{1}{4}$ ), the South Half of the Southwest Quarter ( $S\frac{1}{2}SW\frac{1}{4}$ ), Section Twenty-nine (29); Lots Two (2), Three (3) and Four (4), the East Half of the Southwest Quarter ( $E\frac{1}{2}SW\frac{1}{4}$ ), the South Half of the Southeast Quarter ( $S\frac{1}{2}SE\frac{1}{4}$ ), Section Thirty (30); All of Sections Thirty-one (31) and Thirty-two (32), excepting the Southeast Quarter of the Southeast Quarter ( $SE\frac{1}{4}SE\frac{1}{4}$ ), and the Northeast Quarter of the Southwest Quarter ( $NE\frac{1}{4}SW\frac{1}{4}$ ), of Section Thirty-two (32) and excepting the following described tract: Beginning at a point on the Section Line 1320 feet East of the Southwest Corner of Section Thirty-one (31) thence North  $0^{\circ}17'$  West, parallel with the West Line of said Section Thirty-one (31) for 3417 feet; thence East parallel with the South Line of said Section Thirty-one (31), for 5913 feet, more or less, to the North and South Sixteenth Line through the Northwest Quarter ( $NW\frac{1}{4}$ ) of Section Thirty-two (32), thence South  $0^{\circ}09'$  East, along the said Sixteenth Line 3417 feet, to the South Line of said Section Thirty-two (32); thence West along the Section Line 5905 feet, more or less, to the point of beginning. North Half ( $N\frac{1}{2}$ ) of Section Thirty-three (33), the West Half of the Northeast Quarter ( $W\frac{1}{2}NE\frac{1}{4}$ ), the North Half of the Northwest Quarter ( $N\frac{1}{2}NW\frac{1}{4}$ ), the Southwest Quarter of the Northwest Quarter ( $SW\frac{1}{4}NW\frac{1}{4}$ ) and the Northwest Quarter of the Southwest Quarter ( $NW\frac{1}{4}SW\frac{1}{4}$ ) of Section Thirty-four (34), all in Township One (1) South, Range Thirty-eight (38), East of the Boise Meridian

the Southeast Quarter of the Northwest Quarter (SE<sup>1</sup>NE<sup>1</sup>W<sup>1</sup>) and the South Half (S<sup>1</sup>) of Section Three (3); the Southeast Quarter (SE<sup>1</sup>W<sup>1</sup>) of Section Four (4), excepting the following described tract: Beginning at a point 1074' West of the Southeast corner of said Section Four (4), and running thence North 87°4' West 3130 feet to the Northwest corner of the South Half of the Southeast Quarter (S<sup>1</sup>SE<sup>1</sup>W<sup>1</sup>) of said Section Four (4), thence North 1020 feet more or less, to the Southwest corner of said South Half of the Southeast Quarter (S<sup>1</sup>SE<sup>1</sup>W<sup>1</sup>) of said Section Four (4), thence East 1553 feet, more or less, to the point of beginning; the North Half of the Southwest Quarter (N<sup>1</sup>SW<sup>1</sup>) and the South Half of the Northeast Quarter (S<sup>1</sup>NE<sup>1</sup>) of said Section Four (4); Lots Three (3), Four (4), Five (5), Six (6) and Seven (7) of Section Six (6); the Northeast Quarter (NE<sup>1</sup>) of Section Nine (9); the North Half of the Southeast Quarter (N<sup>1</sup>SE<sup>1</sup>), excepting the following described tract: beginning at a point 1177 feet West of the Northeast corner of said Section Nine (9), thence following a fence running in a southeasterly direction North 70°0' East 235 feet, thence South 87°4' East 635 feet, thence South 11°4' East 323 feet, thence South 10°0' West 413 feet, thence South 11°4' West 443 feet, thence South 13°1' East 235 feet, thence Southwesterly 510 feet to a point on the South line of the North Half of the Southeast Quarter (N<sup>1</sup>SE<sup>1</sup>) of said Section Nine (9), which point is 500 feet West of the Southeast corner of said North Half of the Southeast Quarter (N<sup>1</sup>SE<sup>1</sup>), thence East 115 feet, more or less, to the Southwest corner of the North Half of the Southeast Quarter (N<sup>1</sup>SE<sup>1</sup>) of said Section Nine (9), thence North 3030 feet, more or less, to the Northwest corner of the Northwest Quarter (NW<sup>1</sup>) of said Section Nine (9), thence East 1333 feet, more or less, to the point of beginning. All of Section Ten (10); the West Half of the West Half (W<sup>1</sup>W<sup>1</sup>), the East Half of the Southwest Quarter (E<sup>1</sup>SW<sup>1</sup>) and the Northwest Quarter of the Southeast Quarter (NW<sup>1</sup>SE<sup>1</sup>) of Section Eleven (11); the North Half of the Northwest Quarter (N<sup>1</sup>NW<sup>1</sup>) and the South Half of the South Half (S<sup>1</sup>S<sup>1</sup>) of Section Thirteen (13); the North Half of the North Half (N<sup>1</sup>N<sup>1</sup>), the Southeast Quarter of the Northwest Quarter (SE<sup>1</sup>NW<sup>1</sup>), the Southwest Quarter of the Northeast Quarter (SW<sup>1</sup>NE<sup>1</sup>), the Southwest Quarter (SW<sup>1</sup>), the South Half of the Southeast Quarter (S<sup>1</sup>SE<sup>1</sup>), the Northwest Quarter of the Southeast Quarter (NW<sup>1</sup>SE<sup>1</sup>) of Section Fourteen (14); all of Section Fifteen (15); the East Half (E<sup>1</sup>) and the Northwest Quarter (NW<sup>1</sup>) of Section Twenty-two (22); all of Section Twenty-three (23); all of Section Twenty-four (24); the Northwest Quarter of the Northwest Quarter (NW<sup>1</sup>NW<sup>1</sup>), the North Half of the Southwest Quarter of the Northeast Quarter (N<sup>1</sup>SW<sup>1</sup>NE<sup>1</sup>), the North Half of the South Half of the Northwest Quarter (N<sup>1</sup>S<sup>1</sup>NW<sup>1</sup>), and the Northwest Quarter of the Northeast Quarter (NW<sup>1</sup>NE<sup>1</sup>), the Northeast Quarter of the Northwest Quarter (NE<sup>1</sup>NW<sup>1</sup>) of Section Twenty-five (25); all of Section Twenty-six (26), excepting the South Half of the Southeast Quarter (S<sup>1</sup>SE<sup>1</sup>), and the Northeast Quarter of the Southeast Quarter (NE<sup>1</sup>SE<sup>1</sup>) of said Section Twenty-six (26); the Northeast Quarter (NE<sup>1</sup>), the East Half of the Northwest Quarter (E<sup>1</sup>NW<sup>1</sup>), the Southeast Quarter (SE<sup>1</sup>), the South Half of the Southwest Quarter (S<sup>1</sup>SW<sup>1</sup>) of Section Twenty-seven (27); the South Half of the Southeast Quarter of the Southeast Quarter (S<sup>1</sup>SE<sup>1</sup>SE<sup>1</sup>) of Section Twenty-eight (28); the East Half of the East Half (E<sup>1</sup>E<sup>1</sup>) of Section Thirty-three (33); all of Section Thirty-four (34), excepting the Southeast Quarter of the Southeast Quarter (SE<sup>1</sup>SE<sup>1</sup>) of said Section Thirty-four (34); the Northwest Quarter (NW<sup>1</sup>), the West Half of the Northeast Quarter (W<sup>1</sup>NE<sup>1</sup>), the Northeast Quarter of the Southwest Quarter (NE<sup>1</sup>SW<sup>1</sup>) of

The South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$ ), Section Seventeen (17); Lots Two (2), Three (3) and Four (4), the South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$ ), the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$ ), Section Eighteen (18); the Northeast Quarter (NE $\frac{1}{4}$ ), the North Half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$ ), the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$ ), Lots One (1), Two (2), Three (3) and Four (4), the East Half of the West Half (E $\frac{1}{2}$ W $\frac{1}{2}$ ), Section Nineteen (19); the Northwest Quarter (NW $\frac{1}{4}$ ), and the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$ ), Section Twenty (20); Lot One (1), the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$ ), Section Thirty (30), all in Township Two (2) South, Range Thirty-nine (39), East of the Boise Meridian.

The Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$ ), the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ ), Section Twenty-three (23); the Southwest Quarter (SW $\frac{1}{4}$ ), the South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$ ), Section Twenty-four (24), in Township Three (3) South, Range Forty-one (41), East of the Boise Meridian.

The Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$ ), the West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$ ), and the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$ ), Section Sixteen (16); all of Section Seventeen (17); the East Half (E $\frac{1}{2}$ ) and the Northwest Quarter (NW $\frac{1}{4}$ ), Section Eighteen (18); the East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$ ), the Northeast Quarter (NE $\frac{1}{4}$ ), the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$ ), and the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$ ), Section Twenty (20); all of Section Twenty-one (21); the West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$ ), the Northwest Quarter (NW $\frac{1}{4}$ ), the Southwest Quarter (SW $\frac{1}{4}$ ) and the West Half of the Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$ ) of Section Twenty-seven (27); the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$ ), the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$ ) and Lot One (1), Section Twenty-eight (28); the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$ ), Section Thirty-three (33); the North Half (N $\frac{1}{2}$ ) and the Southwest Quarter (SW $\frac{1}{4}$ ), Section Thirty-four (34), all in Township One (1) North, Range Thirty-six (36), East of the Boise Meridian.

Lot Four (4), the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$ ), and the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$ ), Section Two (2); Lot One (1), the South Half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$ ), the Southwest Quarter (SW $\frac{1}{4}$ ), the South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$ ), and the Southeast Quarter (SE $\frac{1}{4}$ ), Section Three (3); the East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$ ), Section Four (4); the East Half of the East Half (E $\frac{1}{2}$ E $\frac{1}{2}$ ), Section Nine (9); all of Section Ten (10); the South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$ ), the Southwest Quarter (SW $\frac{1}{4}$ ), the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$ ), the West Half of the Southwest Quarter of the Southeast Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ ), Section Eleven (11); the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$ ), the South Half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$ ), the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$ ), and beginning at the northeast corner of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$ ), the running thence South 80 rods to the Southwest corner, thence East 80 rods to the Southeast corner, then in a straight line to the point of beginning, all in Township One (1) North, Range Thirty-six (36), East of the Boise Meridian.

EXCEPTING from the above the following land, to-wit:

Tract No. 1: Commencing at a point North 0°53' East, 1827.3 feet and North 75°40' East, 287 feet from the South Quarter corner of Section Eleven (11) in Township One (1) South, Range Thirty-six (36), East of the Boise Meridian, and running South 17°05' East, 368.5 feet; thence North 86°55' West, 373.3 feet; thence North 0°36' East, 265.4 feet; thence 75°40' East, 270 feet to the point of beginning, containing 2.28 acres, more or less;

Tract No. 2: Commencing at a point North 0°53' East, 1827.3 feet and North 75°40' East, 287 feet from the South Quarter corner of Section Eleven (11), in Township One (1) South, Range Thirty-six (36), East of the Boise Meridian, and running thence North 5°38' West, 203 feet; thence North 87°06' East, 514.5 feet; thence South 27°35' East, 204.3 feet; thence South 74°35' West, 375 feet; thence South 40° West, 240 feet; thence North 17°05' West, 247.5 feet to the point of beginning, containing 3.52 acres, more or less,

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;

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 hands and seals the day and year in this instrument first above written.

E. A. STOLWORTHY & SONS  
A Copartnership

By E. A. Stolworthy  
Partner  
By Donald E. Stolworthy  
Partner  
By Lloyd Stolworthy  
Partner

STATE OF IDAHO }  
County of Bonneville } ss

On this 1st day of July, 1960, before me, the undersigned Notary Public in and for said State, personally appeared E. A. STOLWORTHY, GEORGE E. STOLWORTHY and LLOYD STOLWORTHY, known to me to be the partners in said partnership, and the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said partnership name.

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

Frank L. Williams  
Notary Public for State of Idaho  
Residing at Idaho Falls, Idaho