

219008

CERTIFICATE OF FORMATION OF LIMITED PARTNERSHIP '75 Dec 2 AM 10 00
K & K FARMS, LTD.

STATE OF IDAHO)

County of Bingham)

ss.

filed
FILED IN DEPT. OF REVENUE
RECORDED AT REQUEST OF
Ronald H. Fielding
Rexburg

The undersigned, being duly sworn deposes and says:

Name

The name of this limited partnership shall be

K & K FARMS, LTD.

Character of Business

This limited partnership has been formed to
acquire, lease and ranches, raising, trading, milking
and selling livestock, owning, leasing, managing
and operating any and all improved and unimproved for the
purpose of generating undistributed profits
and for conducting any other

business or businesses as may be required in the foregoing as
may be determined by the general partners.

Principal Place of Business

The location of the principal place of business
shall be in the County of Bingham, Idaho.

Names and Places of Residence of General Partners
Herein:

Arval W. Fielding Route #2, Shelley, Idaho

Delen Bonamy Fielding Route #2, Shelley, Idaho

Charles Keith Fielding Route #2, Shelley, Idaho

Names and Places of Residence of Limited Partners
Herein:

Arval W. Fielding Route #2, Shelley, Idaho

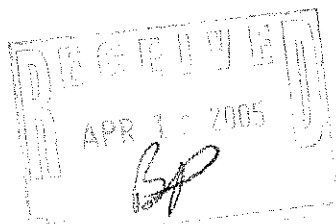
Delen Bonamy Fielding Route #2, Shelley, Idaho

Charles Keith Fielding Route #2, Shelley, Idaho

Kays S. Fielding Route #2, Shelley, Idaho

Term of the Partnership

The limited partnership shall continue until



530176

BINGHAM COUNTY RECORDER

BLACKFOOT, IDAHO

OCT 28 2004

FEE

9-

6090

D.P.

2003 AUG -4 AM 10: 33

WARRANTY DEED

Dated this 26th day of July, 2003

PARTIES:

Grantor: A.W. Fielding Farms, LTD.

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

RECORDED AT THE REQUEST OF

Robert Atwood

Po Box 3657

Logan UT 84323-

WITNESSETH:

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

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

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

7-26-2003

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

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

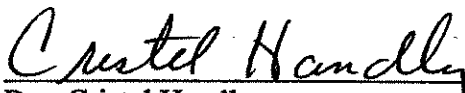
Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainder and remainders, and rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in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

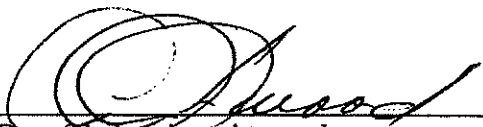
To have and to hold, all and singular the above mentioned and described premises together with the appurtenances unto the grantee, and to grantee's successors and assigns forever. And the said grantor, and said grantor's successors and assigns shall and will warrant and by these presents forever defend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

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

A.W. Fielding Farms, LTD.


By: Helen Mary Ashcraft
General Partner & Limited Partner


By: Cristel Handly
General Partner & Limited Partner

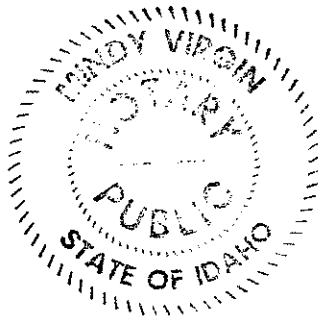

By: Chulys Ann Atwood
General Partner & Limited Partner

STATE OF IDAHO)

County of Wagon)

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

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



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

530176

QUITCLAIM DEED

231297

Between: EARL H. TAYLOR and his wife

County of Bingham State of Idaho
 his wife: ARNOLD FIELDING and HELEN DOROTHY FIELDING,
 Route 1, Shailer
 County of Bingham State of Idaho the part less of the second part,

WITNESSETH, that the said part less of the first part, for and in consideration of the sum of Ten Dollars money of the United States of America and other valuable considerations
 by these presents remise, release and forever QUITCLAIM, unto the said part less of the second part, and to their heirs and assigns forever, all the following described real estate, situated in the County of Bingham, State of Idaho,

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

ALL THAT COUNTY RECORDS
 BLACK BOOK 10000
 A PART 117 REF 2 DEF 3

77 NOV 1 AM 10 35
 231297

RECORDED AT THE REQUEST OF

Arnold Fielding
 9137 - 10000 - 10000
 B. H. Taylor, Idaho
 8-1-1977

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging in any way connected with the remission and remission, remainder and remainders, and rents, issues and profits thereof.

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

Executed and Delivered in the Presence of

Earl H. Taylor (Said)
 Helen D. Taylor (Said)

11-31-1977

224593

CORRECTED

STP

66 LAW, PUB. CO., PHOENIX, ARIZ.

FORM No. 22 - WARRANTY DEED - 1976

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

1976

Arvel W. Fielding and Helen Dorothy Fielding, husband and wife
 of the first part and
 R. J. Shelley, County of Bingham, State of Idaho
 the party of the first part and A. W. FIELDING FARMS, LTD.
 County of Bingham, State of Idaho

Shelley, County of Bingham, State of Idaho
 the party of the second part for and in consideration of the sum of Ten Dollars

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

State of Idaho, to-wit:
 Beginning at the Northwest corner of Section Six (6), Township One (1) South, Range
 thirty-eight (38), East of the Boise Meridian, in Bingham County, Idaho, and running thence
 South, on the West line of said Section, 2642 feet; thence running East 1962 feet; thence
 running North to a point on the North line of said Section 6 which is 1962 feet East of the
 point of beginning; thence running West on said North line of said Section 6, 1962 feet to
 the point of beginning. ALSO: the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sect. 1, T. 1 S., Range 37
 E. 1/2 M., South of the Railroad.
 Together with all sprinkling pipe now on the property.

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

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

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

Arvel W. Fielding
 Helen Dorothy Fielding

STATE OF IDAHO.

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

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

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

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

WARRANTY DEED

STATE OF IDAHO.

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

day of _____, 1976, in my
 office, and duly entered in Book
 _____ at page _____

By _____
 For _____
 Mail _____

221833

BINGHAM COUNTY, IDAHO
 CLERK OF COURSE
 277 MAY 11 1976

RECORDED AT THE REQUEST OF
 Arvel W. Fielding
 Helen Dorothy Fielding

11-1976

STATE OF IDAHO

On this _____ day of _____, in the year 19__17__, before me,
a Notary Public in and for said State, personally appeared

known to me to be the person whose name is subscribed to the within instrument, and acknowledged
that he executed the same for the purposes and consideration therein expressed.

I, _____, Notary Public for the State of Idaho, do hereby certify that the foregoing is a true and correct copy of the original instrument as the same appears from the records of my office.

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

No. _____
QUITCLAIM DEED

TO

Dated _____ 19__

STATE OF IDAHO

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

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

Ex-Officio Recorder.

By _____ Deputy.

Fees, \$ _____

Mail to _____

at _____

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

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

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

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

lawful money of the United States of America and other good and valuable consideration,
to her in hand paid by the part y of the second part, the receipt whereof is hereby acknowledged,
has granted, bargained, sold, and by these presents, do es grant, bargain, sell and convey and confirm unto
the said party of the second part, and to his heirs and assigns, forever, all the following described
real estate, situated in _____, County of Bingham,
State of Idaho, to-wit:

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

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

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

Subject to:

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

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belong-
ing or in anywise appertaining, and the reversion and reversions, remainder and remainders, and rents, issues
and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity
of the said party of the first part.

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

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

Executed and Delivered in the Presence of

Warren S. Tew
B. Carson Tew

Vera H. Tew [SEAL]

[SEAL]

3-15-1972

153258

WARRANTY DEED

THIS INDENTURE, Made this 21st day of March, 1910, by and between VERA H. TEW, as an individual, and VERA H. TEW, as Trustee, of Shelley, Bingham County, Idaho, (hereinafter referred to as "Grantor"), and ARVEL W. FIELDING and DOROTHY FIELDING, his wife, of Shelley, Bingham County, Idaho (hereinafter referred to as "Grantees"),

WITNESSETH:

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

to-wit:

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

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

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

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

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

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

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

Vera H. Tew
Vera H. Tew, As Trustee

3-27-1970

125003

OCT 29 2004

DEED OF WATER RIGHT

120
THIS INSTRUMENT, Made this 9th day of December, 1964,
between EARL H. TEW and BETH TEW, husband and wife, of Shelley,
Bingham County, Idaho, the parties of the first part, and ARVEL W.
FIELDING, a married man, of Shelley, Bingham County, Idaho, as
parties of the second part.

WITNESSETH:

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

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

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

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

Earl H. Tew
Earl H. Tew

Beth Tew
Beth Tew

12-9-1964

OCT 27 1904

By _____

William Archie Ball to Warren S Tew
100 inches

WARRANTY DEED

BOOK 101. PAGE 135

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

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

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

ALL OF THE RIGHT, TITLE AND INTEREST of the first parties
in and to 100 miner's inches, or 2 cubic feet per second, of the
decreed waters of Blackfoot River, acquired by means conveyances
and being a part of the decreed right of Blackfoot River of 300
inches, with date of priority, July 1, 1878, decreed to
Henry Dunn, in that certain action of Fred S. Stevens, et
al, plaintiffs, v. Eastern Idaho Water Company, et al, defendants,
in the District Court of the Fifth Judicial District of the State
of Idaho, in and for Bingham County, Judgment rendered August 1
1891, the said water rights hereby conveyed having been decreed
to and for the irrigation of Lots Five and Six and the Northwest
quarter of the Southwest quarter of Section Three, and the Southeast
quarter of the Southeast quarter of Section Four, all in Township
Three South, of Range Thirty-six, East of the Boise Meridian, in
Bingham County, Idaho.



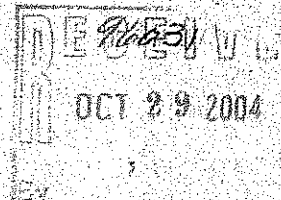
1-30-1959

Land ownership Earl Tew to Arvel Fielding 20 Dec 1958

3-1

BOOK

6



ASSIGNMENT OF AGREEMENT OF SALE

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

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

LAW OFFICES OF
PETERSEN, MOSE & OLSEN
830 P. STREET
IDAHO FALLS, IDAHO

DEF RECORD, BINGHAM COUNTY
WARRANTY DEED

with

No. 20345

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

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

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

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

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

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

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part.

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

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

Signed, Sealed and Delivered in the Presence of

Lavon K. Elison (SEAL)

John W. Jones

Ilene G. Elison (SEAL)

STATE OF IDAHO)
: ss.
County of Bingham)

On this 7th day of April, in the year 1951, before me John W. Jones, a Notary Public in and for said State, personally appeared LAVON K. ELISON and ILENE G. ELISON, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Seal

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

My commission expires July 17th, 1953.

residing at Blackfoot, Idaho

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

Recorder's Fees, \$ 1.50

V. F. Wootton

Recorder.

By
mgr

Stella S. Elison

Deputy.

4-5-1951

WARRANTY DEED

No. 10357

Book No. 66

JWJ

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

of the county of Bingham ~~XXX~~ State of Idaho, the part y of the first part, and William A. Ball,

of the County of Bingham ~~XXX~~ State of Idaho, the part y of the second part,

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

Four Thousand & no/100- - - -

DOLLARS,

lawful money of the United States of America, to him in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged

does by these presents grant, sell, bargain and convey and confirm unto the said part y of the second part, and to his

heirs and assigns forever, all the certain lot, piece or parcel of land situate, lying and being in the County of Bingham and State of Idaho, and bounded and described as follows, to-wit:

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

(Subject to the taxes for the year 1936, which the grantee assumes and agrees to pay.)

\$4.00 I.R.S. attached and cancelled.

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

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

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

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

John C. Millick

[SEAL]

John W. Jones

[SEAL]

[SEAL]

[SEAL]

STATE OF IDAHO, }
COUNTY OF Bingham } ss.

I DO HEREBY CERTIFY, That on this 20th day of August, in the year 1936, before me, John W. Jones, a Notary Public, in and for the State of Idaho, personally appeared John C. Millick, a widower

known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

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

My commission expires July 17, 1937. SEAL

John W. Jones

Notary Public for the State of Idaho

Residing at Blackfoot, Idaho

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

8-20-1936

5
Eeth
Elsie M. Beasley (SEAL)

STATE OF IDAHO,
SS.
COUNTY OF BINGHAM.

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

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

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

SEAL

My commission expires: July 17, 1937.

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

By Laura Miller Deputy P. B. Dance, Recorder.
bb-
No. 17408 FRED OSTLUND TO WILLIAM A. BALL
WARRANTY DEED

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

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

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

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

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

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

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

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

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

RECORDED
OCT 23 1934

8-15-1934