

June 26, 1940

Re: 13428 - R. A. Thomson  
Blackfoot, AO-F11

Mr. Ross A. Soward  
Secretary-Treasurer, 8-D  
Blackfoot, Idaho

Dear Mr. Soward:

We have your letter of June 22nd in which you request information as to the waters decreed for this property.

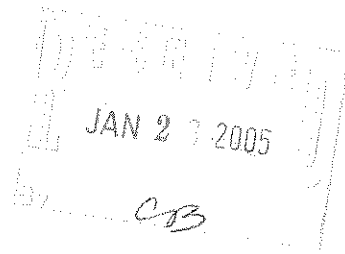
The original application and appraiser's report give very little information concerning water rights but the appraiser's report indicates that there was supposed to be 60 inches of decreed water with this property.

Upon checking into the abstract I find that in the case entitled "Fred S. Stevens, et al, Plaintiffs, vs. Eastern Idaho Water Co., et al Defendants" in the District Court of the 5th Judicial District in and for the County of Bingham, Idaho, by decree entered August 1, 1891, 100 inches of the waters of Blackfoot River, with priority of April 1, 1883 was decreed to Daniel Y. Miller, and 1500 inches of the waters of Blackfoot River with priority of June 1, 1885 was decreed to A. Whitten and Susan E. Whitten, P. D. Fox and William Howard. Our abstract of the decree does not show for which property these rights were decreed.

However, Daniel Y. Miller appears to have been the owner of the property being sold to Mr. Albert L. Bell on contract at this time.

By deed dated January 30, 1900, recorded in Book X, page 533, records of Bingham County, Idaho, Daniel Miller conveyed this property to John D. Kent "together with 25 inches of water out of Blackfoot River in Bingham County, Idaho, at low water mark as per decree of the 5th Judicial District Court of said County, dated August 1st, 1891."

By deed dated September 27, 1910, recorded in Book 19, at page 482, records of Bingham County, Idaho, John D. Kent conveyed this property



to R. A. Thomson "together with 100 inches of appropriated water right out of Blackfoot River and 25 inches of decreed water right in low season". Mr. Thomson was the party who obtained a loan from the Bank in 1919, which loan the Bank later foreclosed.

By deed dated January 19, 1918, recorded in Book 32, at page 340, records of Bingham County, Idaho, A. Whitten and Susan E. Whitten conveyed to R. A. Thomson the following water right: "35 inches of water of the Blackfoot River; being a part of that certain water right of 1000 inches of the date of June 1st, 1885, decreed to A. Whitten and Susan E. Whitten August 1st, 1891, in that certain water decree as recorded in Book 1, at pages 107-116 of the records of Bingham County, Idaho."

Under date of March 14, 1919, Fred A. Wilkie, State Engineer for the State of Idaho, issued to R. A. Thomson a certificate of a transfer of water right, #237, which certificate is recorded in Book D of Miscellaneous Records, page 307, records of Bingham County, Idaho. The abstract of this certificate is a bit confusing. It refers to a 1.2 second feet right, with priority of March 26, 1880.

The mortgage the Federal Land Bank took in 1919 covered all water rights then appurtenant to the land and when the Bank foreclosed it acquired such water rights.

Our abstract does not purport to be a complete abstract of the water rights and it is impossible for that reason to report definitely what they are. The foregoing information indicates that this property has a right to the waters of Blackfoot River for 25 inches with April 1st, 1883 priority, and 35 inches with June 1st, 1885 priority.

I am enclosing an extra copy of this letter which you may deliver to Mr. Bell. I trust that this information will be of some value to him in determining what the water rights are.

Yours very truly,

Albert Olsen  
Attorney

ao:h

Water Right # 27-4V

1-26-1945

Albert Bell acquired the property from the Federal Land Bank. No specific water right was detailed. A portion of this property was deed to Gary Wright.

WATSON BLED 1/24/45 - F.L.B. Deed  
This deed was made this 26th day of January, 1945, between the Federal Land Bank of Idaho, a corporation organized and existing under the act of Congress, and Albert Bell, a resident of Idaho, with its principal place of business in the City of Boise, Idaho, the party of the first part, and Albert Bell, his wife, parties of the second part,

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

The West half of the Southwest Quarter of the Southwest Quarter of Section Twenty-four, all in Township Three South of Range Eighteen East of the Boise Meridian;

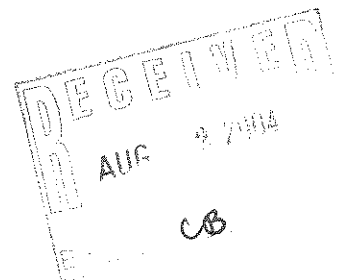
AND I.R.B. attached and cancelled.

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

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

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

COPY



F-30

Water Right # 27-4V

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in said property by, through or on or the parties of the second part.  
3. The covenants, reservations and reservations contained in patents or deeds from the  
United States of America, or the state in which said land is situate, or in deeds from  
any other source, on any and all easements, rights of way for railroads, roads or  
highways or other servitudes.

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

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

Corporate Seal

THE FIDELITY LAND BANK OF SPOKANE  
by S. C. Fish, Vice President.

ATTEST: C. C. Upton, Assistant Secretary

Approved ECP Attorney

STATE OF WASHINGTON

COUNTY OF SPOKANE, ss.

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

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

SEAL

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

Recorded at the request of Albert Bell on January 30, 1945 at 4:02 p.m. Fee \$ 1.40  
By Jw - *Joyce W. Mack* Deputy Jno. H. Folk, Recorder

COPY



CB

F-30

of the County of Bingham and State of Idaho, the party of the first part, a

Arnold Wright,

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

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

One hundred, fifty and no/100 - - - - - (150.00) - - - - - DOLLAR

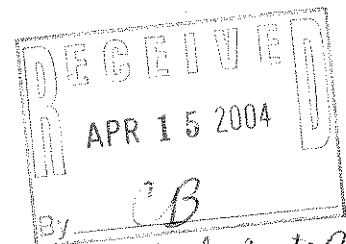
lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged

do by these presents grant, sell, bargain and convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all that certain lot, piece <sup>Water right</sup> ~~or parcel~~ of land situate, lying and being in

County of Bingham and State of Idaho, and bounded and described as follows, to-wit: -

Thirty (30) inches of water of the Blackfoot River; being a part of that certain water right of one thousand inches of the date of June 1st, 1885, decreed to A. Whitten and Susan E. Whitten August 1st, 1891 in that certain water decree as recorded in Judgment Book No. 1 at pages 107 to 116 of the records of Bingham County, Idaho.

No I. A. S. attached.



*original cut 98*

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise attaching, 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 parties of the first part, and their heirs, and the said premises in a quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said parties of the first part and their heirs, and again 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 seal the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

W. H. Stufflebeam,

A. Whitten, [S]

Susan E. Whitten, [S]

STATE OF IDAHO, }  
COUNTY OF Bingham } ss.

I DO HEREBY CERTIFY, That on this 19th day of January in the year of 1918, before me and for said County and State, personally appeared  
W. H. Stufflebeam, a Notary Public,  
A. Whitten and Susan E. Whitten, his wife,

known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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

WARRANTY DEED.

\*\*\*

A. Whitten and Susan  
E. Whitten, his wife.

TO

George Wright.

\*\*\*\*\*

Dated- January 19th, 1918-

Consideration- \$150.00-

Recorded- March 29th, 1922 at-

2:22 P.M., in Book "44" of Deeds at-

Page 101 of the Records of Bingham County, Idaho-

Witness-

W.H. Stufflebeam-

A. Whitten (Seal)

Susan E. Whitten (Seal)

Acknowledged- by A. Whitten and Susan E. Whitten, his wife, January 19th, 1918, before W.H. Stufflebeam a Notary Public of Idaho, residing at Blackfoot, Idaho. Sealed. Commission expires Nov. 13th, 1919.

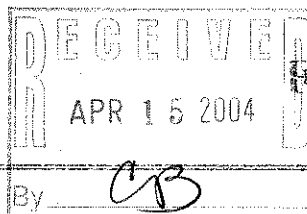
DESCRIPTION and REMARKS

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 water right in Bingham County, Idaho.

30 inches of water of the Blackfoot River, being a part of that certain water right of 1000 inches of the date of June 1st, 1885, decreed to A. Whitten and Susan E. Whitten, August 1st, 1891, in that certain water decree as recorded in Judgment Book No. 1 at pages 107 to 116 of the Records of Bingham County, Idaho.

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.

No. I.R.S. Attached.



FLB

37

5.42

Correction Deed  
**Warranty Deed**

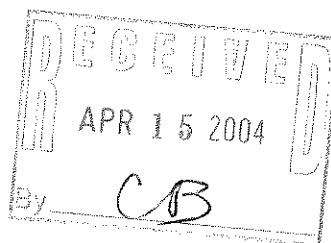
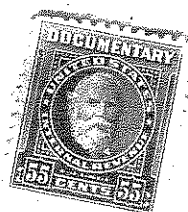
THIS INDENTURE, Made this 20 day of May  
 in the year of our Lord One Thousand Nine Hundred and Sixty Three  
 and Stenna D. Wright, husband and wife, between Arnold F. Wright  
 of the part ies of the first part, and Gary A. Wright and Sonja J. Wright, husband and wife  
 of the part ies of the second part, County of Bingham, State of Idaho  
 of the part ies of the second part, County of Bingham, State of Idaho

WITNESSETH: That the said part ies of the first part, for and in consideration of the sum of One-----  
 lawful money of the United States of America, to them in hand paid by the said part ies of the second part, the receipt  
 whereof is hereby acknowledged, and other good and valuable consideration

, does by these presents, Grant, Bargain, Sell and Convey and Confirm unto said part ies  
 of the second part, and to their heirs and assigns forever: All th at certain lot  
 piece or parcel of land situate, lying and being in the County of Bingham  
 and more particularly described as follows, to-wit: State of Idaho, bounded

Beginning at a point on the south line of the County  
 Road, which point is 50 feet south of the NW corner of  
 the NE $\frac{1}{4}$ NW $\frac{1}{4}$  section 24, T 3 S. Range 34 E.B.M., thence  
 East 165 feet, thence southparallel with the west line  
 of the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of said section 264 feet, thence west 165  
 feet to the west line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$  section 24, thence  
 north 264 feet to the point of beginning.

Also conveying with the property one share of the Whitten  
 and Fox decree of June 1, 1885, and one share of the River-  
 ton Ditch Co.



House

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and  
 rents, issues and profits thereof.  
 TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto  
 the said part ies of the second part, and to  
 ies of the first part

of:

W.S:

days.

e

Also conveying with the property one share of the Whitten  
and Fox d. ree of June 1, 1885, and one share of the River-  
ton Ditch Co.



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 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 their heirs and assigns against the said parties of the first part, and their heirs 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 parties of the first part have hereunto set their hands and seal this the day and year first above written.

Signed, Sealed and Delivered in the Presence of

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

} Arnold J. Wright [Seal]  
} Esther A. Wright [Seal]  
} \_\_\_\_\_ [Seal]  
} \_\_\_\_\_ [Seal]



430735

## WARRANTY DEED

For Value Received, the ALBERT L. BELL AND DAISY BELL TRUST through its Co-Trustees, Colleen Hainsworth, and Larry A. Bell, the Grantor, does hereby grant, bargain, sell, and convey unto GARY A. WRIGHT AND SONYA J. WRIGHT, husband and wife, of 673 West 300 South, Blackfoot, Idaho, the Grantees, the following described premises, to-wit:

That portion of the NW $\frac{1}{4}$ NE $\frac{1}{4}$  and Lot 2 of Section 24, Township 3 South, Range 34 E.B.M., Bingham County, Idaho, lying Westerly of the following described line:

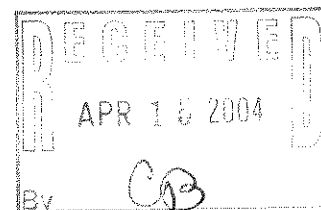
Beginning at a point in the existing fence line that is South 89° 13' 51" West 1983.31 feet along the Section line from the NE corner of said section, and running thence South 0° 07' 37" West 2652.31 feet along said existing fence line to the North bank of Blackfoot River.

EXCEPTING Part of the NW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 24, Township 3 South, Range 34 E.B.M., Bingham County, Idaho, described as: Beginning at the North 1/4 of said Section 24, and running thence N. 89°02'00" E. 319.18 feet, along the North line of said Section 24; thence S. 00°58'04" E. 204.71 feet; thence S. 89°02'00" W. 319.18 feet; thence N. 00°58'00" W. 204.71 feet to the Point of Beginning. *11*

Together with water rights and ditch rights of way appurtenant thereto and used for the irrigation thereof and particularly 40 inches of waters of Blackfoot River as decreed to A. Whitten, et al., with priority of March 25, 1880, as decreed by the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Bingham, in the case of Fred S. Stevens, et al., Plaintiffs, v. Eastern Idaho Water Company, et al., Defendants, the said Decree bearing date of priority of March 25, 1880, and entered at Boise, Idaho, in the records of the State Engineer in Volume 1, of the Decreed Water Rights, Page 31, and 40 shares of the capital stock of the Riverton Ditch Company, a corporation.

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

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees that it is the owner in fee simple of said premises;



that said premises are free from all encumbrances except as hereinabove set forth and that they will warrant and defend the same from all lawful claims whatsoever.

DATED this 30<sup>th</sup> day of September, 1994.

ALBERT L. BELL AND DAISY BELL FAMILY TRUST:

By:

Colleen Hainsworth  
Colleen Hainsworth, Co-Trustee

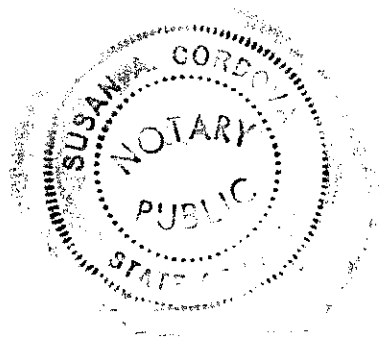
STATE OF IDAHO )

County of Bonneville )

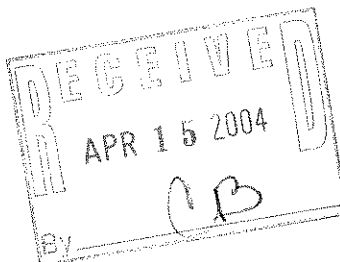
ss:

On this 30<sup>th</sup> day of September, 1994, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Colleen Hainsworth, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same and in her capacity as Co-Trustee of the Albert L. Bell and Daisy Bell Trust.

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



Susana A Cordova  
Notary Public for Idaho  
Residing at Idaho Falls, Idaho  
My Commission Expires 6-3-99



DINAHAN COUNTY RECORDER  
BLACKFOOT, IDAHO  
FEE 12.00 SEP 29  
'94 NOV 23 PM 3 45  
RECORDED AT THE REQUEST OF  
Baker, Moseley  
P.O. Box 577  
Blp, ID

### Certificate Of Acknowledgment

State of California )  
County of San Diego )

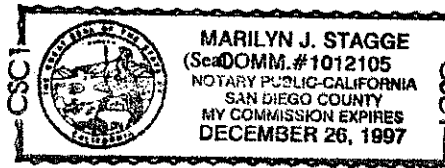
On October 6, 1994 before me, Marilyn J. Stagge, a Notary Public for the  
State of California, personally appeared \*\*Larry A. Bell\*\*

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

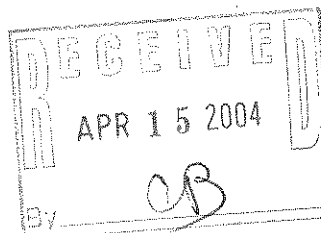
WITNESS my hand and official seal.

Signature

Marilyn J. Stagge



429811



430735

ALBERT L. BELL AND DAISY BELL FAMILY TRUST:

By: Larry A. Bell  
Larry A. Bell, Co-Trustee

STATE OF CALIFORNIA       )  
                                  ) ss:  
County of San Diego       )

On this \_\_\_\_\_ day of September, 1994, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Larry A. Bell, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity as Co-Trustee of the Albert L. Bell and Daisy Bell Trust.

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

\_\_\_\_\_  
Notary Public for California  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

