



State of Idaho

DEPARTMENT OF WATER RESOURCES

15 West Center Street, Soda Springs, ID 83276

Phone: (208) 547-3993 Fax: (208) 547-3939 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

September 10, 2004

Bryce or Mary W. Fielding
720 N. 1100 E.
Shelley, ID 83274

REF: Snake River Basin Adjudication (SRBA)
Claim 27-12028 (renumbered 27-4N)

Subject: Ownership verification of decree

RESPONSE DATE: OCTOBER 1, 2004

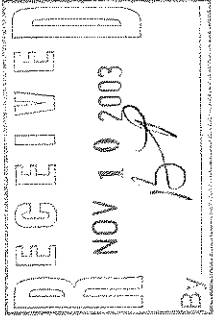
Dear Claimants:

IDWR is currently investigating adjudication claims in basin 27. In order to make a complete and accurate recommendation of your water rights, each element of the water right must be proven. At this time, the Department does not have proof of ownership for your claim number referenced above. Please submit deeds and proof of ownership of the water right referenced above by the above referenced date.

If you have any further questions please feel free to contact me at 547-3993.

Respectfully,

Cindy E. Bird
Adjudication Bureau



STATE OF IDAHO

OFFICE OF THE ATTORNEY GENERAL

LAWRENCE G. WARDEN

November 6, 2003

Don Esplin
449 West Locust
Shelley, ID 83274

Re: Claim No. 27-4N

Dear Mr. Esplin:

I am the Deputy Attorney General assigned to represent the Idaho Department of Water Resources in Basin 27 in the Snake River Basin Adjudication.

In order to make a complete and accurate recommendation of your water rights, each element of the water right must be proven. At this time, the Department does not have proof of ownership for your claim number referenced above. Please submit deed and proof of your ownership of the water right referenced above to the attention of Vicky Music, IDWR, 1301 N. Orchard, Boise, ID, 83706 Please submit your proof by **November 30, 2003.**

If you have questions regarding this request, please contact Cindy Bird at the Soda Springs Office for the Idaho Department of Water Resources at 208-547-3993 or you can contact me directly at 208-327-7900.

Very truly yours,

SUSAN HAMLIN NYGARD

Deputy Attorney General

Idaho Department of Water Resources

cc: Cindy Bird

Natural Resources Division - Water Resources Unit
1301 North Orchard St., Boise, Idaho 83706-2237
Telephone: (208) 327-7920; Legal FAX: (208) 327-7866
Adjudication FAX: (208) 327-5400

367994

WARRANT DEED

For Value Received DON ESPLIN and LORNA ESPLIN, husband and wife, 449 West Locust, Shelley, Idaho 83274,

the grantors, do hereby grant, bargain, sell and convey unto STEPHEN J. BLASER and RENA K. BLASER, husband and wife, 300 East 325 North, Blackfoot, Idaho 83221,

the grantees, the following described premises, in Bingham County Idaho, to wit:

Two-hundred-seventy-two (272) inches of the decreed waters of the Blackfoot River as shown by the Decree August 1, 1891, in the case of Fred S. Stevens, vs. Eastern Idaho Water Company, et al., which was appurtenant to part of Sections 6 and 7, T1P 2 South, Range 38 E.B.M., in Bingham County, Idaho. Said Water Decree having a priority date of 1885.

11-8-84.
Byrge called Friday &
he is going to locate some
additional documents
because these don't go back
to the decree.
CB.

TO HOLD the said premises, with their appurtenances unto the said Grantee S, heirs and assigns forever. And the said Grantors do hereby covenant to and warrant, that they the owner S in fee simple of said premises; that they are free

Il warrant and defend the same from all lawful claims whatsoever.

Lorna Espin

STATE OF IDAHO, COUNTY OF
On this day of , 1988,
before me, a notary public in and for said State, personally
appeared

DON ESPLIN and
LORNA ESPLIN,
husband and wife,

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

367994
SHELLEY COUNTY RECORDER
BLANKFIST, IDAHO
FEB 28 1988

1988

OWNERS

SCHEDULE A

Office File Number	Policy Number	Date Of Policy	Amount Of Insurance	Premium Amount
3-18200-T	13 0031 60 001364	10/04/95 2:35 P.M.	\$ 240,000.00	\$ 975.00

1. Name Of Insured:
BRYCE J. FIELDING and MARY W. FIELDING

2. The estate or interest in the land which is covered by this Policy is:

FEE SIMPLE

3. Title to the FEE SIMPLE estate or interest in land is vested in:

BRYCE J. FIELDING and MARY W. FIELDING, husband and wife

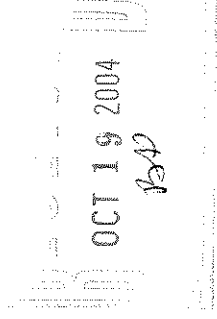
4. The land herein described is encumbered by the following mortgage or trust deed, and assignments:

Mortgage from BRYCE J. FIELDING and MARY W. FIELDING, husband and wife to NORTHWEST FARM CREDIT SERVICES, ACA, to secure the payment of \$175,000.00, together with interest and any other obligations secured thereby, dated SEPTEMBER 13, 1995, recorded SEPTEMBER 19, 1995, as Instrument No. 437906.

and the mortgages or trust deeds, if any, shown in Schedule B hereof.

5. The land referred to in this Policy is described as follow:

See Attached Exhibit "A"



This Policy valid only if Schedule B is attached.

EXHIBIT A

TRACT A: Portions of the N½ of Section 6, Township 2 South, Range 38 East, Boise Meridian, Bingham County, Idaho, described as:

The SE¼NW¼ of said Section 6, EXCEPT beginning at a point on the East line of said SE¼NW¼ that is South 0°13' West 1043 feet; North 88°13' West 1133.5 feet; South 64°04' West 1242 feet; South 54°29' West 442 feet; and South 39°46' West 41.3 feet from the Northeast corner of said Section 6; and running thence South 39°46' West 596.2 feet; thence South 61°04' West 720 feet to the South line of said SE¼NW¼; thence East to the Southeast corner of said SE¼NW¼; thence North to the Point of Beginning. AND

Beginning at a point that is South 0°13' West along the Section line 603 feet from the Northeast corner of said Section 6, and running thence South 0°13' West 440 feet; thence North 88°13' West 1133.5 feet; thence South 64°04' West 1242 feet; thence South 54°29' West 442 feet; thence South 39°46' West 41.3 feet to the North-South Quarter line of said Section; thence North along said quarter line 650 feet; thence North 67°31'50" East 1626.59 feet; thence South 88°13' East 1135.2 feet to the Point of Beginning.

TRACT B: Township 2 South, Range 38 East, Boise Meridian, Bingham County, Idaho

Section 6: Lot 8, E½SW¼, SE¼, EXCEPT Beginning at the Southeast corner of said Section 6, and running thence North 0°13' East along the Section line 1468.6 feet; thence South 29°44' West 485.2 feet; thence South 27°27' West 1183.4 feet; thence North 89°48' East 780.6 feet to the Point of Beginning.

A portion of the N½ of Section 6, Township 2 South, Range 38 East of the Boise Meridian, Bingham County, Idaho, described as: Beginning at a point that is South 0°13' West along the Section line 1043 feet from the Northeast corner of said Section; thence South 0°13' West 1603 feet; thence West 3641.5 feet; thence North 61°4' East 720 feet thence North 39°46' East 637.5 feet; thence North 54°29' East 442 feet; thence North 64°4' East 1242 feet; thence South 88°13' East 1133.5 feet to the Point of Beginning.

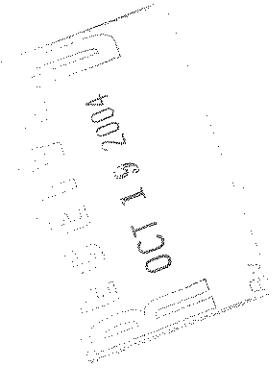
Portion of the NW¼NE¼ of Section 7, Township 2 South, Range 38 East, Boise Meridian, Bingham County, Idaho, described as: Beginning at a point that is South 89°48' West 780.6 feet from the Southeast corner of Section 6, said Township and Range, and running thence South 32°30' West 799.2 feet; thence South 71°44' West 200 feet to the True Point of Beginning; thence South to the South line of the NW¼NE¼, thence West along the South line of the NW¼NE¼ to the West line of the NW¼NE¼; thence North 312.3 feet; thence South 70°23' East 224.4 feet; thence North 71°44' East 1125.5 feet to the True Point of Beginning. AND

Beginning at a point that is South 89°48' West 780.6 feet from the Southeast corner of said Section 6; thence South 32°30' West 799.2 feet; thence South 71°44' West 1325.5 feet to a point that is 312.3 feet North and South 70°23' East 224.4 feet from the Southwest corner of the NW¼NE¼; thence North 70°23' West 224.4 feet; thence North 0°56' East 1007.7 feet; thence North 89°48' East 1883 feet to the Point of Beginning.

RECORDED
OCT 16 2004

EXHIBIT A (Continued)

TRACT C: Part of Section 3, Township 3 South, Range 36, East Boise Meridian, Bingham County, Idaho, described as: Beginning at a point on the Northerly line of Rich Lane that is South 89°48' East along the Section line 2687.90 feet and South 1674.66 feet from the Northwest corner of said Section 3; thence South 61°21'50" East along said road fence line 221.44 feet; thence North 11°43'50" West along the right bank of the Blackfoot River 129.25 feet; thence South 83°4'5" West 196.30 feet to the Point of Beginning.



O W N E R S

SCHEDULE A

Office File Number	Policy Number	Date Of Policy	Amount Of Insurance	Premium Amount
3-18200-T	13 0031 60 001364	10/04/95 2:35 P.M.	\$ 240,000.00	\$ 975.00

1. Name Of Insured:
BRYCE J. FIELDING and MARY W. FIELDING

2. The estate or interest in the land which is covered by this Policy is:

FEE SIMPLE

3. Title to the FEE SIMPLE estate or interest in land is vested in:

BRYCE J. FIELDING and MARY W. FIELDING, husband and wife

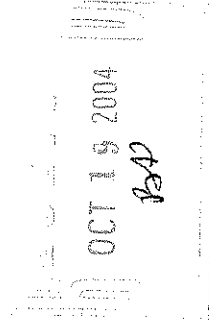
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Mortgage from BRYCE J. FIELDING and MARY W. FIELDING, husband and wife to NORTHWEST FARM CREDIT SERVICES, ACA, to secure the payment of \$175,000.00, together with interest and any other obligations secured thereby, dated SEPTEMBER 13, 1995, recorded SEPTEMBER 19, 1995, as Instrument No. 437906.

and the mortgages or trust deeds, if any, shown in Schedule B hereof.

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Beginning at a point that is South 0°13' West along the Section line 603 feet from the Northeast corner of said Section 6, and running thence South 0°13' West 440 feet; thence North 88°13' West 1133.5 feet; thence South 64°04' West 1242 feet; thence South 54°29' West 442 feet; thence South 39°46' West 41.3 feet to the North-South Quarter line of said Section; thence North along said quarter line 650 feet; thence North 67°31'50" East 1626.59 feet; thence South 88°13' East 1135.2 feet to the Point of Beginning.

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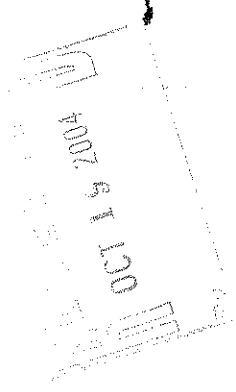
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OCT 19 2004

EXHIBIT A (Continued)

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WARRANTY DEED

309249

For Value Received

PARLEY A. ARAVE and LILA A. ARAVE, husband and wife; and DALE ARAVE and CAROL COLLEEN ARAVE, husband and wife
the grantors do hereby grant, bargain, sell and convey unto

DON ESPLIN and LORNA ESPLIN, husband and wife

the grantee s , whose current address is

449 West Locust, Shelley, Idaho 83274

the following described premises, to-wit:

Two-hundred-seventy-two (272) inches of the decreed waters of the Blackfoot River as shown by the Decree filed August 1, 1891, in the case of Fred S. Stevens, et al., vs. Eastern Idaho Water Company, et al., which water was appurtenant to part of Sections 23, 24, 25, and 26, Township 2 South, Range 36 E.B.M., in Bingham County, Idaho. Said Water Decree having a priority date of 1885.

BINGHAM COUNTY, IDAHO
RECORDED
42-28-17

82 AUG 4 PM 3 57
309249

RECORDED AT THE REQUEST OF

First American Title Co. BLM

RECEIVED
OCT 19 2004

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 they are the owners in fee simple of said premises; that said premises are free from all incumbrances except as hereinabove set forth and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: August 4, 1983

Parley A. Arave
Parley A. Arave
Lila A. Arave
Lila A. Arave
Dale Arave
Dale Arave
Carol Colleen Arave
Carol Colleen Arave

STATE OF IDAHO, COUNTY OF Bingham
On this 4th day of August, 1983,
before me, a notary public in and for said State, personally
appeared

PARLEY A. ARAVE, LILA A. ARAVE,
and CAROL COLLEEN ARAVE

known to me to be the person
subscribed to the within instrument, and acknowledged to
me that they executed the same.

Parley A. Arave
Notary Public
Idaho
Residing at
Comm. Expires

STATE OF IDAHO, County of Bingham

On this 4th day of August, 1983, before
me, a Notary Public in and for said State,
personally appeared DALE ARAVE, known to me
to be the person whose name is subscribed
to the within instrument, and acknowledged
to me that he executed the same.

Dale Arave
Notary Public for State of Idaho
Residing at: Blackfoot, Idaho
Comm. Expires

INSTRUMENT No.

500860 500860

Watera.doc

CORRECTED WARRANTY DEED

FOR VALUE RECEIVED, Stephen J. Blaser and Rena K. Blaser, of PO Box 1047,

Blackfoot, Idaho 83221, the Grantors, do hereby grant, bargain, sell, and convey unto Don

Esplin and Lorna Esplin, husband and wife the Grantees, whose current address is 449

West Locust, Shelley, Idaho 83724, the following described premises, to-wit:

Two hundred seventy-two (272) inches of the decreed waters of the Blackfoot River as shown by the Decree filed August 1, 1891, in the case of Fred S. Stevens, et al., vs. Eastern Idaho Water Company, etal., which water was appurtenant to part of Sections 6 and 7, Township 2 South, Range 38 EBM, in Bingham County, Idaho. Said Water Decree having a priority date of 1885.

This Warranty Deed is to correct the one recorded April 6, 2001 as Instrument

Number 499174, records of Bingham County, Idaho.

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 they are the owners in fee simple of said premises; that said premises are free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

DATED and signed this 30 ^{May} day of ~~March~~, 2001.

Stephen J. Blaser
STEPHEN J. BLASER

Rena K. Blaser
RENA K. BLASER

SINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO
FEE 6.17 DEP C
ck # 691

2001 JUN -5 AM 9:29

RECORDED AT THE REQUEST OF

Don Esplin
449 W Locust
Shelley ID 83274

OCT 19 2004

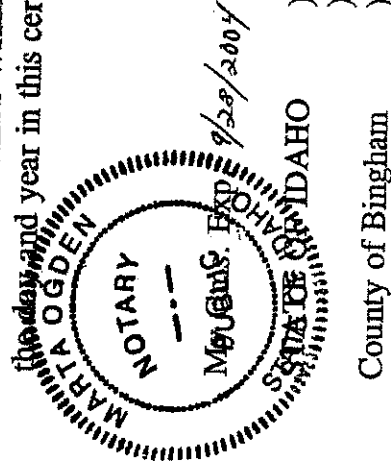
WARRANTY DEED

5-30-2001

STATE OF IDAHO)
)Ss.
County of Bingham)

On this 30 day of ^{May}~~March~~, 2001, before me, the undersigned, a notary public in and for said state, personally appeared STEPHEN J. BLASER, 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 WITNESS WHEREOF, I have hereunto set my hand and affixed my office seal
~~the day and year in this certificate first above written.~~

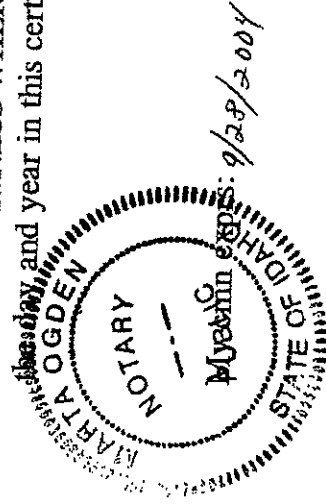


Marta Ogden
Notary Public for State of Idaho
Residing at: Blackfoot

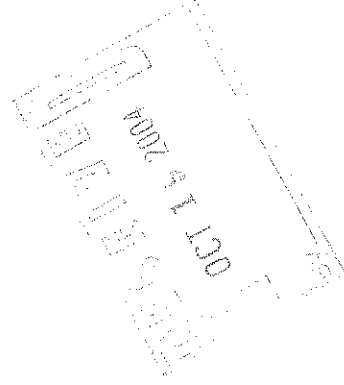
County of Bingham)
) ss.

On this 30 day of May, 2001, before me, the undersigned, a notary public in and for said state, personally appeared RENA K. BLASER, known to me to be the person whose name is subscribed to the within 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.~~



Marta Ogden
Notary Public for State of Idaho
Residing at Blackfoot



500860

WALLACE, an unmarried man

John & Alice B. do hereby grant bargain sell and convey unto
 CARLEY & ARVIE

the trustee, the following described premises in... Ellettsville, in County, Idaho, to wit:

ALL THE PORTION OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 36 EAST OF THE GREAT MERIDIAN, LYING WEST OF THE RESECTION LINE, CONTAINING 7 ACRES, MORE OR LESS, IN BLAINE COUNTY, MONTANA.

Subject to elimination and selection of new recommendations, an additional paragraph was added relating to "other" and "interim" recommendations for the 1971-72 and 1972-73 cycles of operation. The new paragraph allowed for recommendations by the production

“I’ve never known anybody dealing anything with their computer, and when they find a program, they don’t tell anybody. And the only reason I do is because I want to tell you the kind of things that you can do with the computer. But you can’t find anything about computers in any of the books from all these schools.”

And the city will wage and defend the struggle with the world that is to come.

World Observer 11/2/96

[illegible]

known to me for several years, who in the fall of 1940 called on me to help him to get a truck and some of his tools to the coast. I was not at home at the time, and he left a note for me to call on him at his home in the city.

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WARRANTY DEED

THIS INDENTURE, Made this 1st day of May, in the year of our Lord one thousand nine hundred and fifty-eight between

CHARLES C. JUST and IRIS P. JUST, husband and wife,

of the County of Bingham, State of Idaho, the parties of the first part, and

PARLEY A. ARAVE,

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 TWO THOUSAND 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 following described real estate, situated in the County of

Bingham, State of Idaho, to-wit:

The Southwest quarter of the Northeast quarter and that part of the Northeast quarter of the Northeast quarter West of the Government Canal, all in Section Twenty-four, Township Two South, of Range Thirty-six, East of the Boise Meridian, in Idaho.

Subject to the taxes on said premises for the year 1958 which the grantee assumes and agrees to pay.

WARRANTY DEED

THIS INDENTURE, Made this 25th day of February, 1954, in the year of our Lord one thousand nine hundred and fifty-six, between J. L. HADLEY, also known as J. Leroy Hadley, and JENNIFER HADLEY, husband and wife, of the County of Bingham State of Idaho

the parties of the first part, and FREDERICK A. CRAVE and LILA A. CRAVE, husband and wife,

of the County of Bingham State of Idaho

the parties of the second part.

WITNESSETH, that the said part 105 of the first part, for and in consideration of the sum of Ten and no/100- - - - - DOLLARS, lawful money of the United States of America, and other valuable considerations to them in hand paid by the said

part 105 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 part 105 of the second part, and to their heirs and assigns forever, all of the following described real estate, situated in the County of Bingham State of Idaho, to-wit:

The Southeast Quarter of Section Twenty-three and the Northeast Quarter of Section Twenty-six all in Township Two South, Range Thirty-six East of the Boise Meridian, together with all water, water rights, ditches and ditch rights of way heretofore belonging or in anywise appertaining.

subject to taxes and assessments for the year 1956 and to a mortgage on said premises and other property executed by the parties of the first part in favor of Utah Mortgage Loan Corporation dated August 23, 1954, and recorded September 22, 1954 in Book 90 of mortgages at page 47 of the records of Bingham County, Idaho, the balance of which said mortgage is the principal amount of Nine thousand and no/100 Dollars the parties of the second part assume and agree to pay.

THIS INDENTURE, made this 19th day of June, 1956, between JOHN W. LEE, JR. and ELIZABETH E. LEE, JR., husband and wife, of the County of Elingham, State of Idaho, the parties of the first part and ELMER E. LEE and LILA A. LEE, husband and wife, of the County of Elingham, State of Idaho, the parties of the second part, do hereby certify that the foregoing is a true and correct copy of the original instrument as the same appears from the records of the County of Elingham, State of Idaho.

County of Bingham, State of Idaho, the part 100 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 - - - - - Dollars
 lawful money of the United States of America and other valuable considerations
 to them in hand paid by the part 100 of the second part, the receipt whereof is hereby acknowledged,
 have granted, bargained, sold, and by these presents, do grant, bargain, sell and convey and confirm unto
 the said parties 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:

Lot Two and the Southwest Quarter of Section Twenty-four and Lots One and Two of Section Twenty-five all in Township Two South, Range thirty-six East of the Boise Meridian, together with water rights and ditch rights thereunto belonging or in anywise appertaining.

Subject to taxes and assessments for the year 1956, rights of way and easements, reservations in federal patents and state deeds, a certain mortgage on said premises in favor of the Utah Mortgage Loan Corporation dated August 23, 1954, and recorded September 22, 1954, in Book 90 of mortgages at Page 47 of the records of Blingham County, Idaho, any liens or encumbrances assumed or created, caused or attached by reason of any act or deed of the parties of the second part.



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 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, their heirs and assigns, against the said party 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 hands... and seals the day and year first above written.

Executed and Delivered in the Presence of

6-19-1956

WARRANTY DEED

97 JUN

THIS INDENTURE, Made this 18th day of June
in the year of our Lord one thousand nine hundred and fifty-six

JOHN H. PETERSON and ELIZABETH E. PETERSON, husband and wife,

of the County of Bingham State of Idaho

the parties of the first part, and FANNY A. ARAVE and LILA A. ARAVE, husband and wife,

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 no/100- - - - - DOLLARS,

lawful money of the United States of America, and other valuable considerations to them in hand paid by the said

parties of the second part, the receipt whereof is hereby acknowledged, have granted, bar-

gained and sold, by these presents to grant, bargain, sell, convey and confirm unto the said

parties of the second part, and to their heirs and assigns forever, all of the following

described real estate, situated in the County of

Bingham State of Idaho, to-wit:

The Northwest Quarter and the Northwest Quarter of the Northeast Quarter of Section Twenty-four (24) in Township Two (2) South, Range Thirty-six (36) East of the Boise Meridian, together with all ditches, ditch rights of way, water and water rights belonging or in anywise appertaining unto said premises, including particularly the following:

Five inches of decreed water in the Blackfoot River, being a part of the decree to A. Whitten and Susan E. Whitten with priority date June 1, 1885, in the decree in action of F.S. Stevens, et al, Plaintiffs, and Eastern Idaho Water Company, et al, defendants, recorded in judgment Book 1 at pages 107 to 116, records of Bingham County, Idaho, conveyed to grantors by deed recorded in Book 47 at page 102, said records, and thirty inches of waters decreed in said action with priority of June 1, 1885, out of the decreed right of F. B. Cox, Jr., William Howard, A. Whitten, Susan E. Whitten and Calvin Miles as conveyed by E. V. Call and wife to William E. Hall and in said deed as Ellis Hall by deed recorded in Book 48, page 247 of said records, and one hundred inches of said water decree of A. Whitten and Susan E. Whitten with priority June 1, 1885 as shown by deed to William Pratt recorded in Book 40 of Deeds at page 89 and by mesne conveyances vesting in Carrie J. Barth and by her conveyed to W. E. Hall, being the aforesaid grantor William E. Hall, by deed recorded in Book 61 of Deeds page 250 of said records.

Together with 14/50 of one share of capital stock in Blackfoot

Irrigation Company.

Subject to a mortgage on said premises in the principal amount of 17000. or thereabouts.

Also The North Half of the Northwest Quarter of Section Twenty-six in Township Two South of Range Thirty-six East of the Boise Meridian, in Idaho, together with water and water rights therefor and particularly one-half share of the capital stock of the Blackfoot Irrigation Company and one-half share of stock of East Branch of Blackfoot Irrigation Company.

All subject to taxes and assessments for the year 1956, rights of way and easements, reservations in federal patents and state deeds and any liens and encumbrances assumed, created, caused or attached by reason of act or deed by parties of the second part.

440-60
Cinder
Look at this & see if there is any
value here - *led*

128441

WARRANTY DEED OF WATER RIGHT

THIS INDENTURE, Made this 19th day of May, 1966, between EVERT PRESCOTT and FRANCES PRESCOTT, his wife, and RALPH D. PRESCOTT and ELAINE PRESCOTT, his wife, all of Blackfoot, County of Bingham, State of Idaho, the parties of the first part, and MORRELL HAMPTON and JOANN HAMPTON, his wife, of Shelley, County of Bingham, State of Idaho, as parties of the second part.

WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of EIGHT THOUSAND FOUR HUNDRED and NO/100 (\$8,400.00) DOLLARS lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, all of that certain water right as decreed in the Snake River, in the County of Bingham, State of Idaho, as follows:

ALL OF THE RIGHT, TITLE AND INTEREST of the first parties in and to 240 miner's inches, or 4.8 cubic feet per second, of the decreed waters of Snake River, acquired by mesne conveyances and being a part of the decreed right of Snake River of 320 inches, with date of priority, February 21, 1890, decreed to and for the irrigation of the NE¹/₄, and Lots 4 and 5 of Section 28, Township 3 S., of Range 34 East of the Boise Meridian, in Bingham County, Idaho. *1-169 6.40x*

Said water rights hereby conveyed were decreed to and for the NE¹/₄, and Lots 4 and 5 of Section 28, Township 3 S., of Range 34 East of the Boise Meridian, in Bingham County, Idaho.

TOGETHER, With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise 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 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

5-19-1966

part, 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 hands and seals the day and year first above written.

Ralph D. Prescott

Court J. Prescott

Frances Prescott

Elaine Prescott

STATE OF IDAHO)
County of Bingham) ss.

On this 19 day of May, 1966, before me the undersigned, A Notary Public in and for said State, personally appeared EVERETT PRESCOTT and FRANCES PRESCOTT, his wife, and RALPH D. PRESCOTT and ELAINE PRESCOTT, 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.



Blaine D. Prescott
Notary Public for State of Idaho
Residing at:
My Comm. expires:

128441

RECORDED
INDEXED
SERIALIZED

JAN 23 AM 9 50

OFFICIAL TIME
FEE \$2.10
RECORDED AT REQUEST OF

Harris & Cool

DEED RECORD, BINGHAM COUNTY

QUIT CLAIM DEED

No. 3177

BOOK 11-19-1928

THIS INDENTURE, made the 19th day of November in the year of our thousand nine hundred and 28 between

Alvin D. Just & Dora Hilliard Just his wife

the part y of the first

James Just

the part y of the second

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

one and no/100

DOLLARS, lawin

of the United States of America, to them in hand paid by the said part y of the second part, the receipt whereof

acknowledged, do by these presents demise, release and forever quit-claim unto the said part y of the second part, and to

heirs and assigns, all their certain lot, piece, or parcel of land situated in

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

South West $\frac{1}{4}$ of the North East $\frac{1}{4}$ Section 24, $\frac{1}{2}$ South Range 36 E. B. M., and the Township half of section 35/2 South Range 37 E. B. M; together with all ditches and ditch of way, water and water rights thereunto belonging

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appurtenant and the reversion and reversions, remainder and remainders, rents, issues and profits thereof

TO HAVE AND TO HOLD, All and singular, the said premises, together with the appurtenances unto the said part y of the second part, and to his heirs and assigns forever. IN WITNESS WHEREOF, the said part y of the first part hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

M. M. Farmer

Alvin D. Just

Dora Hilliard Just

STATE OF IDAHO, ss.
County of Bingham

I DO HEREBY CERTIFY THAT: on this 19th day of November in the year of 1928, before me, M. M. Farmer a Notary Public in and for said county and state, personally appeared Just known to me to be the persons whose names is subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

AND I DO HEREBY CERTIFY THAT: on this 19th day of November in the year 1928, before me, M. M. Farmer a Notary Public in and for said county and state, personally appeared Just known to me to be the person whose name is subscribed to the within and foregoing instrument, described as a married woman, the wife of the above named Alvin D. Just and upon separate and apart from and without the hearing of her said husband I made her with the contents of the instrument and thereupon without the hearing of her husband acknowledged to me that she executed the same and that she does not wish to retract execution.

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

My commission expires March 27, 1931.

M. M. Farmer, Notary Public

Recorded at request of Bingham Title & Trust Co. Nov. 20, 1928 at 11:30 A. M.

P. B. Dance,

11-19-1928

18181

18/181

180283

MARRIAGE DEED OF JAMES ALLEN

THIS INDENTURE, made this 14th day of December, 1871, between MORRELL HAMPTON and JOHAN KNOTTON, his wife, of the County of Bingham, State of Idaho, the parties of the first part, and M. H. ESPLIN and LORRA C. ESPLIN, his wife, of Shelley, County of Bingham, State of Idaho, as parties of the second part.

WITNESSETH:

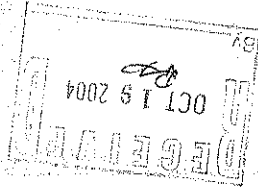
That the said parties of the first part, for and in consideration of the sum of TEN (\$10.00) DOLLARS lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, by these presents to grant, bargain, sell, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, all of that certain water right as decreed in the Idaho River, in the County of Bingham, State of Idaho, as follows:

ALL OF THE WATER, TARD AND REMAINDER of the water flowing in and on the Idaho River, in the County of Bingham, State of Idaho, of the second part, being a part of the decreed right of Snake River of 200 inches, with the right of priority of 21, 1871, decreed to and for the benefit of the said parties of the second part, as decreed in the Idaho River, in the County of Bingham, State of Idaho, as follows:

ALL WATER RIGHTS and conveyances made by the said parties of the second part, to the said parties of the first part, as decreed in the Idaho River, in the County of Bingham, State of Idaho, as follows:

WHEREAS, the said parties of the second part, as decreed in the Idaho River, in the County of Bingham, State of Idaho, as follows:

12-14-1971



WARRANTY DEED

THIS INDENTURE, Made the 22nd day of January, in the year of our Lord one thousand nine hundred and forty-four, between
 V. R. PUGMIRE, a widower, and JAMES JUST and GRILLIA JUST, husband and wife, of the County of Bingham, State of Idaho, the parties of the first part, and J. L. HADLEY 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 Sixteen Thousand 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

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 the certain lots, pieces or parcels of land situate, lying and being in the County of Bingham and State of Idaho, and bounded and described as follows, to-wit:

The Southeast quarter (SE $\frac{1}{4}$) of Section twenty-three (23), Lot two (2) and Southwest quarter (SW $\frac{1}{4}$) of Section twenty-four (24), Lots one (1) and two (2) of Section twenty-five (25) and the Northeast quarter (NE $\frac{1}{4}$) of Section twenty-six (26), all in Township two (2) South, Range Thirty-six (36) East of the Boise Meridian, in Idaho.

Together with water rights and ditch rights thereunto belonging or in anywise appertaining, and in particular one-half ($\frac{1}{2}$) share Eastern Idaho Water Company water and three hundred seventy (370) inches of Fox-Whitten water, 1885 decree.

\$18.70 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 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, in his 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 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

Earl W. Cory

V. R. Pugmire
James Just

Grillia Just

[SEAL]

[SEAL]

[SEAL]

[SEAL]

STATE OF IDAHO,

County of Bingham

ss.

I DO HEREBY CERTIFY, That on this 22nd day of January, in the year 1944, before me, Earl W. Cory, a Notary Public commissioned the State of Idaho, personally appeared V. R. Pugmire, a widower, and James Just and Grillia Just, husband and 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 in Bingham County, Idaho, the day and year

first above written.

My commission expires February 8th, 1945. S E A L

Earl W. Cory
Notary Public for the State of Idaho

Residing at Blackfoot, Idaho

Recorded at the request of Bingham Title & Trust Co., February 6, 1950, 3:10 P.M.

V. F. Whitten Recorder.

1-22-1944

WARRANTY DEED

10-15-1940

No. 28111

Book No. 61

THIS INDENTURE, Made the 15th day of October in the year of our Lord one thousand nine hundred and forty , between V. R. Pugmire, a widower, of the County of Bingham next State of Idaho , the party of the first part, and

James Just of the County of Bingham next 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 & no/100 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 do es 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 the certain lot-piece s or parcel s of land situate, lying and being in the County of Bingham and State of Idaho, and bounded and described as follows, to-wit:

An undivided one-half interest in and to: The Southeast quarter of Section Twenty-three, the Southwest quarter and the Lot numbered Two, of Section Twenty-four, the Lots numbered One, and Two of Section Twenty-five, and the Northeast quarter of Section Twenty-six, all in Township Two South of Range Thirty-six, East of the Boise Meridian, in Bingham County, Idaho, containing 614.17 acres, more or less.

Together with the ditches and water rights for the irrigation thereof, and particularly 100 inches of water of the Leon Misslen Decree and 370 inches of the Fox-Whitten Decree, both in the Blackfoot River, and one-half share of the capital stock of the Eastern Idaho Water Company,

(Subject to any and all encumbrances on the said described property.)

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 party of the second part, and to his heirs and assigns forever, and the said party of the first part, and his 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 party 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 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

John W. Jones

V. R. Pugmire

}

STATE OF IDAHO, } ss.
COUNTY OF Bingham }

I DO HEREBY CERTIFY, That on this 15th day of October in the year 1940 , before me, John W. Jones , a Notary Public in and for the State of Idaho , personally appeared V. R. Pugmire, 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
My commission expires SEAL John W. Jones first above written.
July 17, 1941 Notary Public for the State of Idaho
Residing at Blackfoot, Idaho.

Recorded at the request of V. R. Pugmire Oct. 16, 1940, at 3:30 o'clock p. m.

10-15-1940

27-012 Fred S Stevens 138" 7/6/69

Stevens plot 138" Fred S Bell Boise, Ida.

27-013 Henry Dunn 300" 7/1/1870
(Sunn Thompson)
(Shoe maker)

27-014 Owen Fielding

200" Jim Tarpley

27-014 N.A. & Emma Just 200" 8/1/71

27-016 Leon Misslen

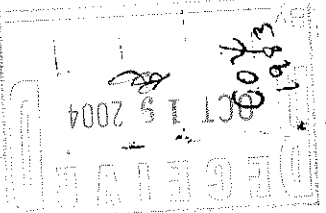
200" 4/1/73

27-017 John Misslen 120" 7/1/1874

27-018 H.R. Lewis 100" 3/1/1875

27-005 Presto Brumell 100" 3/1/1876

27-005 Danne I Cook



RECEIVED
OCT 19 2004
b7

dating from the 1st day of May A.D. 1889 for 145 inches; and the right of Mowlaw O'Por, dating from the 4th day of December A.D. 1889. for 640 inches, shall only extend to the 1st day of July in each year for irrigating purposes, and the said H.R. Lewis, W.W. Ritter, Thomas G. Webber, Sarah Lewis, F. Little, Charles A. Burton, John Sharp, sr., F.W. Jennings, Donald Pulaski, Jacob Eliason, Caroline Eliason, Mowlaw O'Por and each and all of them are hereby enjoined from diverting or using in any manner any part of the said water rights aforesaid, after the 1st day of July, in each and every year hereafter, for irrigating or any other than domestic purposes.

It is further ordered, adjudged and decreed that the following parties are entitled to divert from the Wolverine Creek a tributary of said 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:-

Peter Morris, March 1st, A.D. 1882 ~ 60 inches.

Samuel Orr, July, 1st, A.D. 1882 - 80 inches.

Peter Morris, April, 1st, A.D. 1887 - 60 inches.

Samuel M. Taylor April 1st A.D. 1888 - 10 inches.

It is further ordered, adjudged and decreed that the following parties are entitled to divert from Cedar Creek a tributary of Blackfoot River the amount of water herein indicated and the right of each party dates from the times hereinafter stated and set opposite each name to-wit:-

George Monroe

and John Lyon } April 1st A.D. 1884 - 100 inches.

Samuel Borup April 1st A.D. 1887 - 50 inches.

It is ordered, adjudged and decreed that George Heaton is entitled to divert from the east fork of Bush Creek, a tributary of Blackfoot River one hundred and twenty-five (125) inches of water, said rights dating from the first day of May A.D. 1888, but the said right shall only extend to the 1st day of July in each year, for irrigating purposes, and the said Heaton is hereby enjoined from diverting or using in any manner any part of the said water right after the 1st day of July in each and every year hereafter for irrigating,

P. B. Fox Jr.
William Howard
A Whittier
Susan E. Whittier
Calvin Miles

June 1st A.D. 1885 - 1500 inches

W. W. Ritter, July 23^d A.D. 1885 - 560 inches
Thomas G. Weber, July 23^d A.D. 1885 - 480 inches
James Drew, October 1st A.D. 1885 - 6 inches
Eastern States Water Co., October 1st A.D. 1885 - 1000 inches

H. R. Lewis and
Sarah Lewis } March 1st A.D. 1886 160 inches
James Welch } March 20th A.D. 1886 400 inches
William H. Davidson April 3th A.D. 1886 352 inches
David A. Morgan April 5th A.D. 1886 132 inches
William Morgan April 5th A.D. 1886 100 inches
William A. Downing April 6th A.D. 1886 120 inches
J. Little October 4th A.D. 1886 240 inches
Charles S. Burling October 4th A.D. 1886 240 inches
John Sharp Jr. November 1st A.D. 1886 320 inches
J. W. Jennings November 1st A.D. 1886 400 inches
Donald Volmer April 1st A.D. 1887 100 inches
Samuel Bump April 1st A.D. 1887 50 inches

Jacob Elias and
Caroline Elias and } May 1st A.D. 1889 145 inches
Maylaw O'Fox December 4th A.D. 1889 640 inches

That the following rights herebefore set forth, to-wit:
The right of H. R. Lewis dating from the 1st day of March A.D. 1875, for 100 inches; the right of W. W. Ritter, dating from the 23^d day of July A.D. 1885 for 560 inches; the right of Thomas G. Weber, dating from the 23^d day of July A.D. 1885 for 480 inches; the right of J. H. R. Lewis and Sarah Lewis dating from the 1st day of March, A.D. 1886, for 160 inches; the right of J. Little dating from the 4th day of October, A.D. 1886, for 240 inches; the right of Charles S. Burling, dating from the 4th day of October, A.D. 1886, for 240 inches; the right of John Sharp Jr., dating from the 1st day of November A.D. 1886, for 320 inches; the right of J. W. Jennings, dating from the 1st day of November, A.D. 1886, for 400 inches; the right of Donald Volmer, dating from the 1st day of April A.D. 1887 for 100

In the District Court of the Fifth Judicial District of the State of Idaho, in and for Ringham 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 herein after stated and set opposite each name, to wit:—

Fred S. Stevens, July, 6th A.D. 1869. — 138 inches
Henry Dunn, July, 1st A.D. 1870 — 300 inches

A. A. Just and

Emma Just, S., August, 1st A.D. 1871 — 200 inches
Leon Misslew, July, 1st A.D. 1873 — 200 inches
John Misslew, April, 1st A.D. 1874 — 120 inches
J. R. Lewis, March, 1st A.D. 1875 — 100 inches
Presto Bunnell, March, 1st A.D. 1876 — 100 inches
William Kirkpatrick May, 1st A.D. 1878 — 100 inches
D. M. Thorwacker April 1st A.D. 1879 — 90 inches
Eastern Idaho Water Co. March, 20th A.D. 1880 — 1800 inches

J. B. Fox, Jr.

William Howard

A. Whitten

Susann E. Whitten

and Calvin Miles

March, 23rd A.D. 1880 — 600 inches

Levi Warren, April 1st A.D. 1882, — 50 inches.

Emily Warren, April 1st A.D. 1883 — 106 inches.

Daniel G. Miller, April 1st A.D. 1883 — 100 inches.

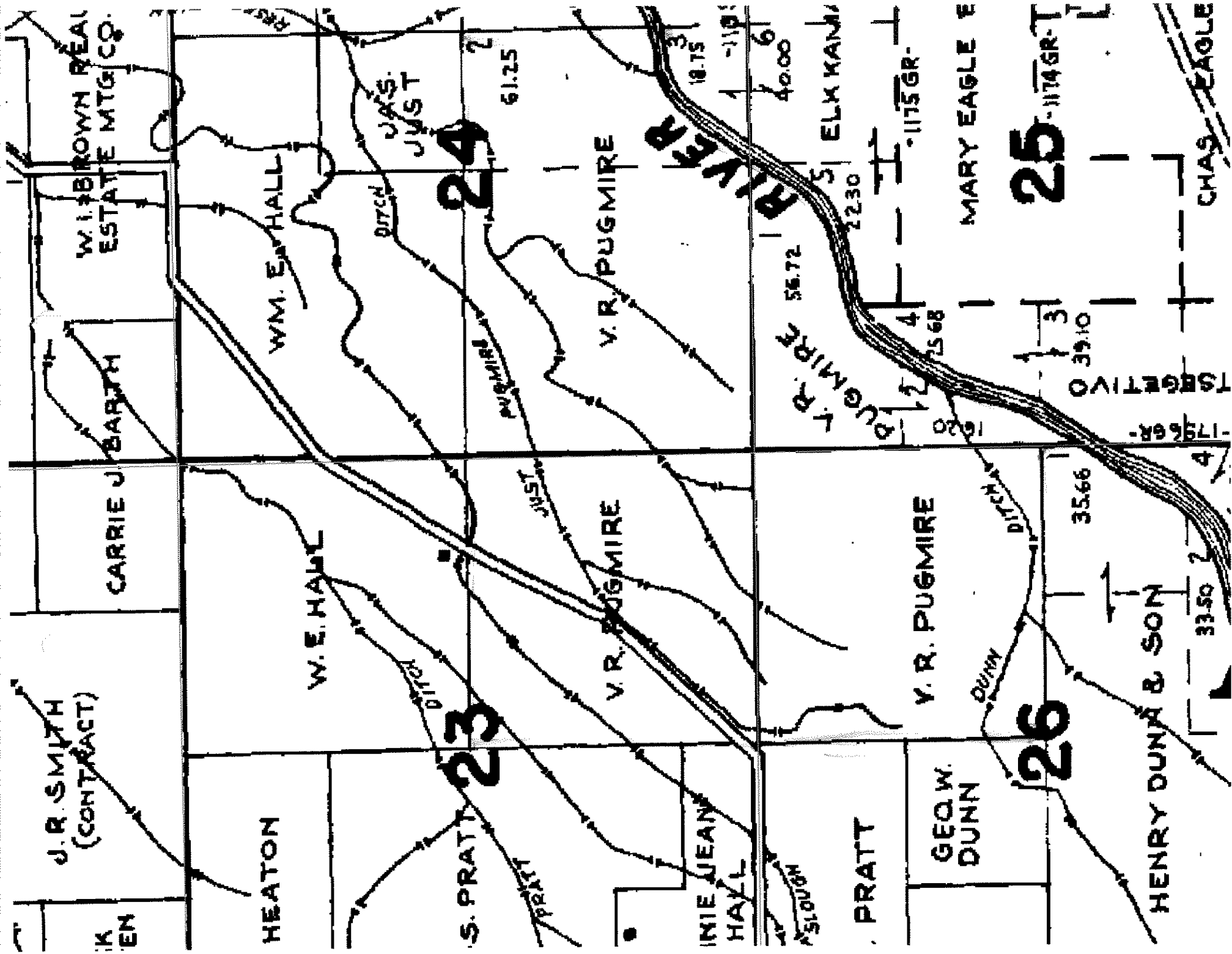
Fred S. Stevens, October 1st A.D. 1884 — 140 inches

A. A. Just and

Emma Just, April 1st A.D. 1885 — 100 inches.

Leon Misslew, May 1st A.D. 1885 — 300 inches.

Robert Miller, May 1st A.D. 1885 — 150 inches.



T2S, R36E 1945 Metsker Map.