

# Zion's Savings Bank and Trust Company

HEBER J. GRANT, President  
WILLIAM MC EWAN, Trust Officer  
CLARON O. SPENCER, Assistant Trust Officer

CAPITAL \$ 1,000,000.00 - SURPLUS \$ 500,000.00

Salt Lake City, Utah

TRUST DEPARTMENT

November 16, 1943

Roland R. Allen  
Soda Springs, Idaho

Dear Mr. Allen:

This will serve to acknowledge the receipt of your recent favor containing checks amounting to \$5,000.00, which have been applied as follows:

Interest to November 1, 1943 - \$1,863.25  
On account of principal - 3,136.75

Leaving an unpaid principal balance of \$42,449.79.

Relative to the water rights, the last word which we received was to the effect that the division on the 40-60 basis was satisfactory.

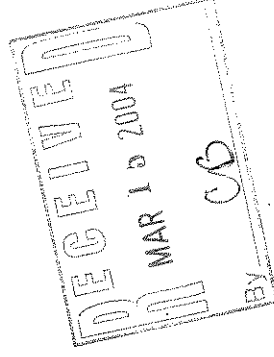
We expect the decree any day now relative to quieting title to certain of the properties being purchased by you.

We would appreciate knowing what progress is being made relative to paying your contract in full.

Yours respectfully,

*Claron O. Spencer*  
Trust Officer

WM:VR



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Salt Lake City, Utah

TRUST DEPARTMENT

February 29, 1944

Mr. Rowland R. Allen  
Soda Springs  
Idaho

Dear Mr. Allen:

After an absence from the Bank of something near to a month, I dropped in today for a few minutes, and found your letter of February 4th unanswered.

This matter of determining just what water goes with the Lower Ranch and with the Upper Ranch, is rather a complicated question. I have discussed it with other members of the Committee, and also with Mr. Hooper, and it seems to me that the only way to determine it will be for Mr. Hooper to make an appointment with the water master, and also with Mr. Smart, and have them decide as near as it is possible to do, the waters which have been used on the separate ranches.

We then will be in a position to deed that water to you.

There has been a slight hitch in quieting title to the land, but this should be attended to in the near future.

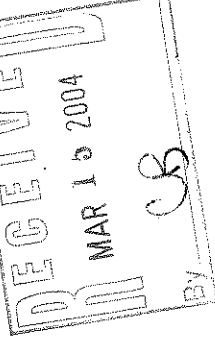
I cannot say at this time just how soon I will be back at my desk, but just as soon as I possibly can I will have the Bond Holders Committee give your letter the consideration it is entitled to.

Yours very truly,

*Wm. McEwan*

Trust Officer

WM:mv



*by m.w.*



# National Farm Loan Associations

GRACE GROUP - 17D

GRACE, IDAHO

March 7, 1944

L. SUMNER POND, SECRETARY-TREASURER

IN REPLYING PLEASE REFER TO  
No. A74448 - Allen

Mr. Roland Allen  
Soda Springs, Idaho

Dear Mr. Allen:

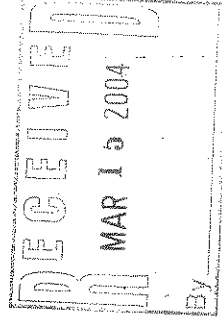
I am writing to inquire whether or not you have made any progress in getting the water divided.

Will you kindly let me know just what has been done since I saw you last. I am quite anxious to get this matter going, as it will take quite a little while after the approval before the loan may be closed.

Very truly yours,

*L. Sumner Pond*  
L. Sumner Pond  
Secretary-Treasurer

LSP/lj



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WILLIAM MC EWAN, Trust Officer  
CLARON O. SPENCER, Assistant Trust Officer

CAPITAL \$ 1,000,000.00 - SURPLUS \$ 500,000.00

Salt Lake City, Utah

TRUST DEPARTMENT

April 26, 1944

Roland R. Allen  
Soda Springs, Idaho

Dear Mr. Allen:

During the past week we have had two conferences with the purchasers of the Upper Ranch on the Blackfoot River. As you are well aware, there is some dispute relative to the proper division of the water between the Upper and the Lower Ranches. As you are also aware, we were of the opinion that a 60-40 basis would be about right. This, however, was not agreeable to the purchasers of the Upper Ranch.

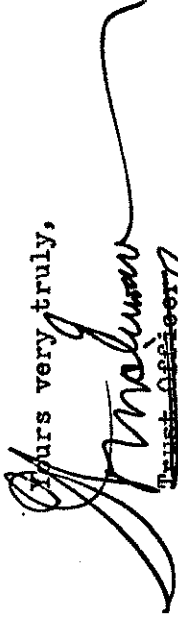
Your contract calls for a ratio not less than that which the acreage covered by your contract bears toward the combined acreage of both ranches. Mr. Hooper figures that on this basis you would be entitled to 54% of the water.

Mr. Keetch and his associates expressed a willingness to settle on a 45-55% basis.

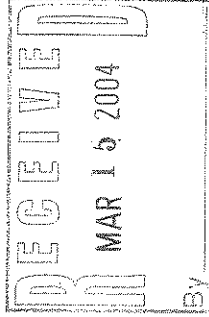
We would like your re-action immediately on this proposition. You undoubtedly will appreciate the fact that virtually all of the water that the Upper Ranch uses gets back into the creek before it reaches your property.

In the hopes that you will be satisfied with 55% of the water, ~~and~~ without any further trouble or litigation, I am pleased to remain

Yours very truly,

  
Trust Officer

WM:VR



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HEBER J. GRANT, President  
WILLIAM MC EWAN, Trust Officer  
CLARON O. SPENCER, Assistant Trust Officer

CAPITAL \$ 1,000,000.00 - SURPLUS \$ 500,000.00

**Salt Lake City, Utah**

TRUST DEPARTMENT

Sept. 7, 1944

Mr. Rowland L. Allen  
Soda Springs  
Idaho

Dear Mr. Allen:

Re: Austin Brothers contract

You will recall previous conversations between yourself and Mr. McEwan representing the Austin Brothers Committee, regarding the division of the water between the Upper and Lower Ranches.

It was our understanding that we had something in writing from you to the effect that 55/45 basis for the division of this water met with your approval, but we are unable to find this in our files.

We believe this basis should be agreeable all around, and if you are in accord will you kindly so indicate by writing us so that we may have something in the files to rely on.

Your early reply will be appreciated, and a return envelope is enclosed for your convenience.

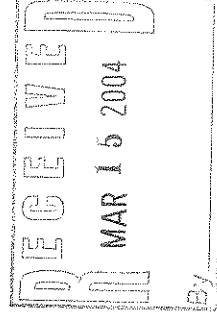
Yours very truly,

*Claron O. Spencer*

Trust Officer

CS:mnw

Enc.



HERBERT VAN DAM  
ATTORNEY AND COUNSELOR  
FELT BUILDING  
SALT LAKE CITY, UTAH

April 7, 1945

Mr. Roland R. Allen  
Box 397  
Soda Springs, Idaho

Dear Roland:

I enclose copy of Special Warranty Deed which I received from Mr. Spencer this morning. You will note that I have approved the deed as to form, and have noted in the margin that the South Half of Section 33 is included, and the Northeast Quarter of Section 25 and the Northwest Quarter of Section 30 are left out. I have checked the descriptions against the contract and the abstract, and with those exceptions find them to be correct. I have also totaled the acreage and find it to be approximately 6200 acres.

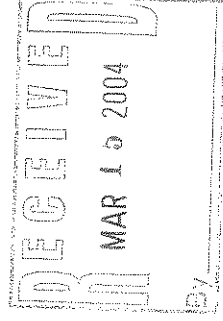
You will note the only mention of water rights in the deed is "together with all water rights thereunto appurtenant", and you will recall the difficulty we had with this question at the time the contract was written, and we put into the contract the best description we could of what the appurtenant water rights were. Also in your letter to me of September 28, 1944, you said, "I have also written a letter to the bondholders' committee and agreed to a 55-45 water settlement providing it agreed with the contract when the acreage was taken into consideration."

I dislike to turn down this deed but it does seem to me that there should be a description of water rights about the same way we described them in the contract, except as modified by your agreement.

I would like to know what you think about this before finally approving the deed.

Yours very truly,

  
H. VAN DAM



HVD-K

SPECIAL WARRANTY DEED

For the sum of Ten Thousand Dollars and other considerations of value, George J. Cannon, William McEwan and Robert H. Burton of Salt Lake City, Utah, L. R. Anderson of Manti, Utah and E. T. Ralphs of Logan, Utah, as a deposit and Protective Committee for former bondholders of Austin Brothers Association, a Utah corporation, Grantors, have bargained and sold and hereby convey unto H. H. Allen, Jr., of Swan Lake, Idaho, Grantee, the following described property situate in the County of Caribou, State of Idaho, to-wit:

4/7/45  
Approved by  
H. VAN DUSEN  
12/

The South half of Section 9; all of Section 12, the West half of the Northeast quarter, the West half of the Southeast quarter and West half of Section 15; the Northeast quarter, the North half of the Southeast quarter, the North half of the Southwest quarter, the South half of the Northwest quarter of Section 25; the South half of Section 26; the South half of Section 27; (the South half and) the South half of the North half of Section 33; the Northwest quarter and the North half of the Southwest quarter of Section 34; the Northeast quarter, and the East half of the Southeast quarter of Section 34; the West half of Section 35; the Northeast quarter, and the North half of the Southeast quarter of Section 35; all in Township 7 South, Range 43 East, Boise Meridian; Lots 2, 3 and 4, the South half of the Northwest quarter, the Southwest quarter of the Northeast quarter and the South-east quarter of Section 2; the West half and the West half of the Northeast quarter, the West half of the Southeast quarter of Section 11; the East half of the Southeast quarter of said Section 11, the West half of the Northwest quarter and the West half of the Southwest quarter of Section 13; the East half and the East half of the Northwest quarter and the Northeast quarter of the Southwest quarter of Section 14; the Northeast quarter, the East half of the Southeast quarter of Section 23; the West half of Section 24; all in Township 8 South of Range 43 East Boise Meridian, comprising approximately 6200 acres. 0-1X

Together with all water-rights thereunto appurtenant.

TO HAVE AND TO HOLD the same unto the said Grantee, his heirs and assigns forever. And the said Grantors for themselves, their successors and assigns, do hereby covenant and agree with the said Grantee, his heirs, executors, administrators and assigns, that Grantors have not done or committed any act or thing whereby the said premises now are or at any time hereafter shall be impeached, charged or encumbered in any manner whatsoever.

4/7/45

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands as members of said Deposit and Protective Committee the \_\_\_ day of September, 1944.

E. (P) Ralphs (SEAL)  
Robert H. Burton (SEAL)  
George J. Cannon (SEAL)  
L. R. Anderson (SEAL)  
William McCewan (SEAL)  
As Members of said Deposit and  
Protective Committee.

STATE OF UTAH )  
COUNTY OF SALT LAKE ) :SS

On this \_\_\_ day of September, in the year 1944, before me, \_\_\_\_\_, a Notary Public in and for the above County and State personally appeared George J. Cannon, William McCewan and Robert H. Burton, known to me to be the persons whose names are subscribed to the within instrument as members of the Deposit and Protective Committee for former bondholders of Austin Brothers Association, and severally acknowledged to me that they executed the same as members of said Deposit and Protective Committee.

Notary Public  
Residing at Salt Lake City, Utah

My commission expires \_\_\_\_\_

STATE OF UTAH )  
COUNTY OF SANPETE ) :SS

On this 29 day of September, in the year 1944, before me, Peter A. Poulson, a Notary Public in and for the above County and State, personally appeared L. R. Anderson, known to me to be the person whose name is subscribed to the within instrument as a member of the Deposit and Protective Committee for former bondholders of Austin Brothers Association, and acknowledged to me that he executed the same as a member of said Deposit and Protective Committee.

Peter A. Poulson  
Notary Public  
Residing at Manti, Utah

My commission expires March 3, 1946

(C O P Y)

AGREEMENT

This agreement, made and entered into this 9th day of April 1941 by and between Austin Bros. Bond holders Committee, here after known as party of the first part, and H. H. Aleen Jr. of Swan Lake, Idaho, party of the second party:

WITNESSETH--

That party of the first part does hereby agree to sell to party of second part, and party of second part agrees to buy from party of the first part the following property situated in Caribou County Idaho on the Black-foot river and known as the Austin Bros. lower ranch, consisting of some 6500 acres, more or less, for a total consideration of \$62,000 payable as follows:

|           |                            |
|-----------|----------------------------|
| \$7000.00 | on or before July 1st 1941 |
| 1500.00   | on or before Nov. 1st 1941 |
| 5000.00   | on or before Nov. 1st 1942 |
| 5000.00   | on or before Nov. 1st 1943 |
| 5000.00   | on or before Nov. 1st 1944 |
| 5000.00   | on or before Nov. 1st 1945 |

With option to pay as much more at each payment date as party of second party elects--payments to include interest at 4% and principle. On Nov. 1st 1946 unpaid balance will be refinanced by a Federal or Personal Loan secured by the party of the second part.

It is also agreed that party of the first part will deliver to party of the second part an "Abstract of Title" and that party of the second part's responsible representative may have a period of ten days from the date of delivery of said "Abstract of Title" to him to examine same.

It is further agreed that party of the second part will execute and attach to this agreement, and said secured note is hereby attached, and will sign a sales contract and other necessary papers etc. to fully complete this transaction.

It is further agreed the party of second part will maintain the property in husband-like manner keeping fences, ditches, building and implements in good repair, pay all taxes, interest, principle payments etc. when due. Party of second part to have immediate possession.

It is further specifically agreed that under no circumstances will the party of the second part allow said property to be over-grazed. It is further agreed that party of second part may pay at any time at his good pleasure the then deferred balance and interest.

It is agreed the party of first part will pay all taxes, hired help or other encumbrances to date of consummation of sale.

(Signed) E. T. Ralphs

Party of  
first  
part)

(Signed) Geo. J. Cannon

(Signed) Robert H. Burton

(Signed) H. H. Allen Jr.

Party of Second Part.

(Signed) A. L. Reese  
(Witness)

DECEASE - AUSTIN RANCHES, UPPER AND LOWER  
Divided 55% Allen Lower - 45% Upper

| NAME                  | INCHES | PRIORITY         |
|-----------------------|--------|------------------|
| - W. W. Riter         | 560    | July 23, 1885    |
| - Thomas G. Weber     | 480    | July 23, 1885    |
| - H. R. & Sarah Lewis | 160    | March 1, 1886    |
| - F. Little           | 240    | October 1, 1886  |
| - Charles S. Burton   | 240    | October 4, 1886  |
| - John Sharp, Sr.     | 320    | November 1, 1886 |
| - F. W. Jennings      | 400    | November 1, 1886 |
| - E. R. Lewis         | 100    | March 1, 1875    |
| - W. E. Rowe          | 560    | October 11, 1886 |
| - James Sharp         | 560    | October 4, 1886  |
| - James F. Little     | 560    | October 11, 1886 |
| - Charles Burton      | 200    | October 11, 1886 |
| - W. W. Riter         | 320    | October 4, 1886  |
| - James Sharp         | 320    | October 17, 1886 |
| - Elias A. Smith      | 320    | October 17, 1886 |
| - W. W. Riter         | 560    | October 11, 1886 |
| - Henry Dinwoody      | 320    | October 11, 1886 |
| - Joseph Jennings     | 560    | October 11, 1886 |
| - Reber M. Wells      | 640    | October 17, 1886 |
| - John Sharp, Sr.     | 284    | October 11, 1886 |
| - George Romney       | 610    | October 11, 1886 |
| - W. W. Riter         | 610    | October 11, 1886 |
| - John Sharp, Sr.     | 610    | October 11, 1886 |
| - John Sharp, Jr.     | 640    | October 4, 1886  |
| - F. Little           | 640    | October 4, 1886  |
| - L. S. Hills         | 400    | October 11, 1886 |
| - J. T. Little        | 480    | October 17, 1886 |
| - Samuel J. Rich      | 200    | October 1, 1888  |
| - John R. Bagley      | 200    | October 1, 1888  |

Thawed.

SALES CONTRACT

AGREEMENT made as of the 9th day of May, 1941, between George J. Cannon, William McEwan and Robert H. Burton of Salt Lake City, Utah, L. R. Anderson of Manti, Utah, and E. T. Ralphs of Logan, Utah, as a Protective Committee for former bondholders of Austin Brothers Association, as parties of the first part, hereinafter referred to as Vendors where the context so requires or admits, and H. H. Allen of Swan Lake, Idaho, as party of the second part, hereinafter called the Purchaser where the context so requires or admits.

1. The vendors in consideration of the promises of the purchaser hereinafter contained agree to sell to the purchaser, and in consideration thereof the purchaser agrees to buy for the principal sum of Sixty-Two Thousand and No/100 (\$62,000.00) Dollars, and accruing interest, to be paid as hereinafter mentioned, the following described real property in Caribou County, State of Idaho, that is to say, .

✓ The South half of Section 9; all of Section 12, ✓ the West half of the Northeast quarter, the West half of the Southeast quarter and West half of Section 15; the Northeast quarter, North half of the Southeast quarter, North half of the Southwest quarter, South half of North half of the Southwest quarter, South half of Section 26, ✓ the South half of Section 27, ✓ South half of the Northeast quarter and ✓ South half of the Northwest quarter of Section 33; ✓ the Northwest quarter and the North half of the Southwest quarter of Section 34, ✓ the Northeast quarter; the East half of the Southeast quarter of Section 34 and the West half of Section 35, the Northeast quarter, the North half of the Southeast quarter of Section 35, all in Township 7 South, Range 43 East, Boise Meridian; ✓ Lots 2, 3 and 4, South half of the Northwest quarter, Southwest quarter of the Northeast quarter and the Southwest quarter and West half of the Southeast quarter of Section 2, ✓ the West half and the West half of the

10/11/41  
Kane

*Left hand  
Northwest quarter*

Northeast quarter, West half of the Southeast quarter of Section 11, East half of the Southeast quarter of said Section 11, West half of the Northwest quarter and the West half of the Southwest quarter of Section 13, the East half and East half of the Northwest quarter and Northeast quarter of the Southwest quarter of Section 14; ~~the Northeast quarter, East half of the Southeast quarter of~~ Section 23; the West half of Section 24; the Northeast quarter of Section 25; all in Township 8 South of Range 43 East Boise Meridian; Lots 1 and 2, East half of the Northwest quarter of Section 30, Township 8 South, Range 44 East Boise Meridian, comprising approximately 6500 acres.

Together with all water-rights thereunto appurtenant, as well as all personal property described in Schedule "A" hereunto attached, which schedule is by reference incorporated herein. Said appurtenant water rights are a portion of those heretofore used upon the above described lands, comprising the so-called Lower Austin Ranch, and lands heretofore sold comprising the so-called Upper Austin Ranch, and decreed to certain individual prior owners of said lands, in an action brought in the District Court of Bingham County, Idaho, entitled Fred S. Stevens, et al, Plaintiff, versus Eastern Idaho Water Company, et al, Defendants, of record in Book 1 of Judgment, p. 51, Caribou County, Idaho, - and bear toward the whole of the waters so decreed and used on said ranches a ratio not less than that which the acreage covered by this contract bears toward the combined acreage of both said ranches.

2. The principal balance or balances owing hereunder shall bear interest at four per cent per annum from date hereof until paid. Said purchase price and accruing interest are payable as follows: \$2,025 principal upon the signing hereof, receipt of which is acknowledged; \$3,000 on or before October 1, 1941, inclusive of interest accrued to such date; \$1,500 on or before November 1, 1941, inclusive of interest accrued to such date; \$5,000 on or before November 1, 1942, inclusive of interest accrued to such date; \$5,000 on or before November 1, 1943, inclusive of interest accrued

to such date; \$5,000 on or before November 1, 1945, inclusive of interest accrued to such date; and the residue, including all interest accrued and unpaid, on or before November 1, 1946.

Vendors agree to credit toward said purchase price the amount.

if any, by which the gross receipts by them from the operation of the aforesaid ranch during 1941 exceeds the cost of operation thereof during said period, not including general taxes for 1941 upon said lands, such credit to be entered as of November 1, 1942 or at the time settlement in full is made by purchaser for hay delivered to him by vendors as next herein-after provided, whichever shall be the earlier. Vendors agree to deliver to purchaser, and the latter agrees to accept, all hay on said premises of the 1941 crop which remains unsold on November 30, 1941, purchaser to account to vendors therefore on the basis of \$5 per ton not later than November 1, 1942, unless such hay is sold by purchaser to others, in which latter event settlement by him for hay resold shall be made at time of resale.

3. Purchaser agrees to pay before delinquency all general and special taxes and all water assessments levied against or payable with respect to the real and personal property, including improvements, and the water-rights covered hereby subsequent to 1940; sellers agree to pay all unpaid general and special taxes and all water assessments

levied against said property and water-rights in 1940 or prior years. Vendors agree to pay all claims for hired help outstanding as of the date of this agreement, as well as all encumbrances upon the property then existing, other than general taxes and water assessments for 1941.

4. Purchaser agrees to keep the buildings, implements, fences, ditches and other property covered hereby in good repair and to keep all buildings insured against loss or damage by fire in a company acceptable to the vendors for a sum of not less than \$1000.00, with loss payable to the vendors as their interest may appear. If additional fire insurance is placed upon said buildings, the purchaser shall cause the policies for such additional coverage to be made to the vendors as their interest may appear. All policies of fire insurance shall be delivered to and remain in the possession of the vendors during the life of this agreement.

5. If, during the life of this agreement, the purchaser fails to pay before delinquency any tax or assessment levied against the property or water-rights covered by this contract, or fails to keep the improvements on said property insured against loss or damage by fire for at least \$1000.00, with loss payable to the vendors as their interest may appear, it shall be lawful for vendors to advance (but nothing herein contained shall be construed as obligating vendors to advance) such sum or sums as may be needed to pay such tax or assessment, or to procure such insurance, and all sums so advanced shall be repayable upon demand and until paid shall bear interest at the rate of eight per cent per annum from the respective dates of advancement.

6. It is further agreed that if at purchaser's request vendors advance funds for any other purposes, including but not limited to the operation or improvement of said property and the purchase of equipment or livestock to be placed thereon, such advance or advances shall bear interest at the rate of eight per cent per annum and be repayable in such manner as may be agreed on by the parties, and in the absence of an agreement with respect thereto shall be repayable upon demand.

7. Possession of the property described in paragraph 1 hereof shall be, or has been, delivered to the purchaser as of May 9, 1941, and so long as said purchaser continues to perform the things by him to be performed under this agreement, the right to possession thereof shall continue in him. If, however, said purchaser defaults in the payment of any installment of purchase price or interest, or otherwise fails to perform any of the covenants by him to be performed, and such default continues for as long as thirty days - time being of the essence of this agreement in every respect - then this contract may at the option of the vendors, be declared forfeited and determined, and if such option is exercised the vendors shall have the right to retain the payments theretofore made by the purchaser in full satisfaction and in liquidation of the damages by them sustained, and the vendors shall have the right forthwith thereafter to re-enter and take possession of said premises, either with or without process of law. If a forfeiture is declared and this contract is terminated by vendors for breach on purchaser's part occurring after payment of all installments accrued up to and including that due November 1, 1943, shall have been paid, vendors agree to waive, and they hereby waive,

all right to a deficiency judgment against purchaser for any balance then owing hereunder. Such waiver shall be without prejudice, however, to vendors' right to repossess the property sold and to retain as liquidated damages all sums previously paid by purchaser.

8. Purchaser agrees that vendors may enter upon said premises at any time for the purpose of inspecting the same, and such entry shall be without prejudice to vendors' rights.

9. Purchaser agrees that he will not commit, nor suffer any other person to commit, during the life of this agreement, any waste upon said lands or with respect to the improvements thereon. In the foregoing connection it is specifically agreed that under no circumstances shall the purchaser allow said real property to be overgrazed at any time during the life of this agreement.

10. The purchaser has examined said premises and the improvements thereon and agrees to accept the same in their condition as of May 9, 1941.

11. It is understood and agreed that all payments under this contract shall be made by the purchaser to the vendors at Zion's Savings Bank and Trust Company in Salt Lake City, Utah.

12. Purchaser has received and has had examined abstract of title to the above described premises continued to October 21, 1940; his counsel's opinion, copy of which has been furnished to vendors, notes certain exceptions to record title; vendors represent that they and their predecessors in interest have had and held adverse possession of said property a sufficient length of time to justify a decree quieting title in them; vendors agree to institute action in a court

of competent jurisdiction within ninety days after October 1, 1941, for the purpose of quieting title in themselves; such action shall be prosecuted with reasonable diligence and at vendors' expense; defendants to be named therein shall be determined by vendors, with a view to clearing up the exceptions to record title noted in the opinion of purchaser's counsel.

13. The vendors agree that if and when the purchaser performs the things by him to be performed herein the vendors will execute and deliver to him an abstract of title continued to that date, and will concurrently therewith convey said premises to the purchaser, warranting only that previous to the execution of such deed the vendors have not done or committed any act or thing whereby said premises then are or at any time thereafter shall be impeached, charged or encumbered in any manner whatsoever. If purchaser shall so elect and is not in default hereunder in any respect, when demand therefor is made by him he shall have the right at any time subsequent to November 1, 1943, to require that a deed to said premises in the form hereinabove provided for be deposited in escrow with a bank or trust company of his choosing in Salt Lake City, escrow charges, if any, to be borne by purchaser.

14. In case suit is brought by either party hereto to enforce any of the terms of this agreement, it is agreed that the losing party shall pay a reasonable attorney's fee, together with such costs as may be taxable by law.

15. Purchaser agrees, upon written request of the vendors, to make application to any reliable mortgage company or financing agency

for a loan of such amount upon such terms as can be secured under the regulations of such company or agency, and agrees to apply the entire net amount received from the loan upon the purchase price above mentioned. Purchaser agrees to execute all papers required and pay one-half of all expenses necessary in obtaining such loan. Vendors agree that purchaser shall not be required to apply for a loan under the foregoing provision so long as the average total payable per year under the mortgage shall exceed the average total payable per year under this contract of sale.

16. This agreement is entered into by the parties of the first part solely in their representative capacity, and nothing herein stated shall be construed as imposing any personal liability or obligation upon the parties of the first part, or either of them, except as to the performance of their duties in such representative capacity; all representations or warranties which have been relied upon by either of the parties hereto and have induced the making of this agreement are correctly and completely set forth herein.

IN WITNESS WHEREOF, the vendors and the purchaser have hereunto set their hands as of the day and year first above written.

Z. T. R. Alpha (A)

J. R. Anderson (A)

Robert H. Buckton (A)

Geo. J. Cannon (A)

Wm. M. Egan (A)

As a Protective Committee for former  
Bondholders of Austin Brothers  
Association.

H. H. Allen (A)

*Handwritten:*  
This is a copy of the original  
contract of sale of the  
property of the  
Austin Brothers  
Association.

# SCHEDULE "A"

70 Horses  
 1 Stallion  
 5 First-class Harnesses  
 2 Second-class Harnesses  
 4 Saddles  
 4 Bridles  
 3 First-class Mowers  
 2 Second-class Mowers  
 2 Third-class Mowers  
 1 Buck Rake  
 5 Sweep Rakes  
 4 Sleighs  
 4 Sleigh Racks  
 4 Wagons  
 2 Wagon Racks  
 3 Scrapers  
 2 Engines (1 3-Horse Power and 1 7-Horse Power)  
 1 Wheelbarrow  
 3 Sections of Spike Toothd Harrow  
 2 Milch Cows  
 2 Heifers  
 1 Chevrolet Truck

Also all other tools, machinery and equipment of vendors now situated on the premises covered by the sales agreement to which this schedule is attached.

HERBERT VAN DAM  
ATTORNEY AND COUNSELOR

FELT BUILDING  
SALT LAKE CITY, UTAH

June 23, 1945

Mr. Roland R. Allen  
Box 397  
Soda Springs, Idaho

Dear Roland:

On April 17, 1945, pursuant to correspondence with you in regard to water rights, I wrote to Mr. Spencer suggesting a revision of the deed which the Committee had executed, so there would be included in the deed a better description of the water rights. It occurs to me that we should now submit to the Committee the provisions we would like to have in the deed in that regard.

I suggest the following -

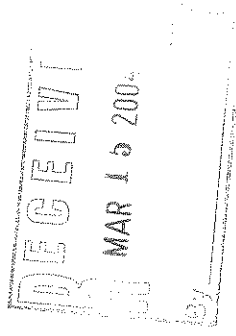
Together with all water rights thereunto appurtenant, which said water rights include 55% of the waters heretofore used upon the above described lands comprising the so-called Lower Austin Ranch and lands heretofore sold comprising the so-called Upper Austin Ranch, and decreed to certain individual prior owners of said lands in an action brought in the District Court of Bingham County, Idaho, entitled Fred S. Stevens et al, plaintiff v. Eastern Idaho Water Company et al, defendants, of record in Book 1 of Judgments, page 31, Caribou County, Idaho

Please advise me if you consider this appropriate and sufficient in designating the water rights, and I will then submit it to Mr. Spencer with request that a new deed be prepared and executed, ready for delivery. I suggest also that you return to me the copy of the special warranty deed which I sent you on April 7.

Very truly yours,

H. VAN DAM

HVD-K



June 26, 1945

Mr. Claron Spencer  
Zion's Savings Bank & Trust Co.  
Salt Lake City, Utah

Re: Austin Brothers Deposit Agreement

Dear Mr. Spencer,-

After receiving your letter of April 6, with a copy of the deed executed by the Bondholders' Committee to H. H. Allen, Jr., I advised you on April 17, that I considered it desirable to have in the deed a description of water rights paralleling the description of water rights in the contract except that it should allocate to the Lower Ranch 55% of the water rights appurtenant to the Lower and Upper Ranches.

I suggest that the deed be redrafted and that it include a provision as follows -

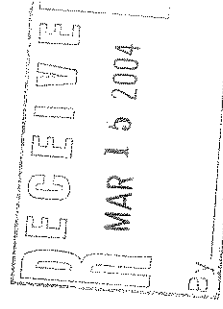
Together with all water rights thereunto appurtenant, which said water rights include 55% of the waters heretofore used upon the above described lands comprising the so-called Lower Austin Ranch and lands heretofore sold comprising the so-called Upper Austin Ranch, and decreed to certain individual prior owners of said lands in an action brought in the District Court of Bingham County, Idaho, entitled Fred S. Stevens et al, plaintiff v. Eastern Idaho Water Company et al, defendants, of record in Book 1 of Judgments, page 31, Caribou County, Idaho

I notice that the deed as drafted runs to H. H. Allen, Jr. as grantee. The copy of contract I have in the files is merely H. H. Allen. I wish you would check the executed contract you have in your files and see that the deed to be executed conforms to that.

*Book 1 31 of Judgments  
page*

Very truly yours,

H. VAN DAM



ROLAND: ARE THE MORTGAGE PAPERS MADE BY HH ALLEN OR  
H. H. ALLEN JR? The deed should be the same.  
HVD-K  
cc- Roland R. Allen

*500*

ROBERT E. SMYLLIE  
Governor



CARL E. TAPPAN  
State Reclamation Engineer

## STATE OF IDAHO

DEPARTMENT OF RECLAMATION  
107 STATE HOUSE  
BOISE, IDAHO 83701

October 22, 1964

Re: Loan #120775  
Preston & Roland Allen

Mr. J. P. Garner, Manager,  
Federal Land Bank,  
Box 386,  
Preston, Idaho.

Dear Mr. Garner:

A search of our records has failed to uncover any information not included on the Abstract of Water Rights for the Blackfoot River. We have no "transfer of water rights" records indicating that there was ever any water transferred to the lands of the Allens.

It is possible that Clyde Twitchell, Watermaster, Water District No. 34, 660 W. Sexton St., Blackfoot, Idaho, might be able to help you.

I regret we cannot supply the needed information.

Very truly yours,

CARL E. TAPPAN  
State Reclamation Engineer  
By

ROBERT W. HAMILTON  
Supervisor of Water Distribution

RWH:pmk

CARIBOU COUNTY

Township 7 South, Range 43 East of the Boise Meridian

Section 9: S $\frac{1}{2}$ Section 15: W $\frac{1}{2}$ , W $\frac{1}{2}$ E $\frac{1}{2}$ Section 25: NE $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ ,N $\frac{1}{2}$ S $\frac{1}{2}$  excluding the 35 foot right-of-way of the Union Pacific Railroad Dry Valley BranchSection 26: S $\frac{1}{2}$ 

except therefrom a strip of land 70 feet wide in Sections 25 and 26, the centerline of which is described as follows: Beginning at a point on the South line of NW $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section 25, which point bears North 89°54' West a distance of 2613.73 feet from the Southeast corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section 25; thence North 79°54' West a distance of 497.82 feet to the Point of Spiral on a spiral curve to the right; thence along the arc of the spiral curve whose total central angle is 21°47' and whose degree of curvature is 4°00' a distance of 387.58 feet to a point on the arc of said curve where the strip of land becomes 50 feet wide; thence continuing along the arc of said curve a distance of 367.00 feet to the point of tangency; thence North 58°07' West a distance of 1500.65 ft. to a point of spiral on a spiral curve to the left, at which point the strip of land becomes 70 feet wide; thence along the arc of the spiral curve whose total central angle is 20°54' and whose degree of curvature is 4°00' a distance of 201.03 feet to a point on the West line of NW $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 25, and which point bears South 0°31'45" West a distance of 91.2 feet from the Northwest corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 25; thence continuing along said arc a distance of 196.47 feet to a point on the North line of the SE $\frac{1}{4}$  of said Section 26, which point bears South 89°55'W a distance of 178.67 feet from the Northeast corner of the SE $\frac{1}{4}$  of said Section 26.

Section 35: E $\frac{1}{2}$ W $\frac{1}{2}$ , NE $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ 

Township 8 South, Range 43 East of the Boise Meridian

Section 2: Lots 2 and 3, E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 11: S $\frac{1}{2}$ S $\frac{1}{2}$ Section 13: W $\frac{1}{2}$ W $\frac{1}{2}$ Section 14: E $\frac{1}{2}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 23: NE $\frac{1}{4}$ , E $\frac{1}{2}$ SE $\frac{1}{4}$ Section 24: W $\frac{1}{2}$ CASSIA COUNTY

Township 13 South, Range 27 East of the Boise Meridian

Section 32: S $\frac{1}{2}$ S $\frac{1}{2}$ Section 33: S $\frac{1}{2}$ SW $\frac{1}{4}$ 

Township 14 South, Range 27 East of the Boise Meridian

Section 4: W $\frac{1}{2}$ Section 5: Lots 1, 2, 3, and 4, N $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ Section 9: W $\frac{1}{2}$

**Description of State Land Leased:**

The East Half of the Northeast Quarter of Section 3, the Northeast Quarter of the Southeast Quarter of Section 3, Township 8 South of Range 43 East of the Boise Meridian; and the Northeast Quarter of Section 28, Township 7 South of Range 43 East of the Boise Meridian.

LOAN NO. 145322

ABSTRACT

TITLE POLICY

THE FEDERAL LAND BANK  
OF SPOKANE

THE TITLE INSURANCE COMPANY

TITLE INSURANCE BUILDING • BOISE, IDAHO

### Title Insurance Policy

Policy No. 34-3692

Order No. 4891

\$585,500.00

THE TITLE INSURANCE COMPANY, a corporation (incorporated under the laws of the State of Idaho), hereinafter called the Company, for a valuable consideration paid for this policy of title insurance,

### Does Hereby Insure

THE FEDERAL LAND BANK OF SPOKANE,  
a corporation,

together with the persons and corporations included in the definition of "the insured" as set forth in the stipulations of this policy, against loss or damage not exceeding FIVE HUNDRED EIGHTY-FIVE THOUSAND FIVE HUNDRED AND NO/100 - - (\$585,500.00) Dollars, which the insured shall sustain by reason of:

1. Title to the land described in Schedule A being vested, at the date hereof, otherwise than as herein stated; or
2. Any defect in, or lien or encumbrance on, said title existing at the date hereof, not shown or referred to in Schedule B; or
3. Any defect in the execution of any mortgage or deed of trust shown in Schedule B securing an indebtedness, the owner of which is insured by this policy, but only insofar as such defect affects the lien or charge of such mortgage or deed of trust upon said land; or
4. Priority over any such mortgage or deed of trust of any lien or encumbrance upon said land existing at the date hereof, except as shown in Schedule B, such mortgage or deed of trust being shown in the order of its priority.

all subject, however, to SCHEDULES A and B, and the STIPULATIONS herein, all of which schedules and stipulations are hereby made a part of this policy.

IN WITNESS WHEREOF, THE TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, this 12th day of November, 1971, at 5:00 P. M.

This policy not valid unless countersigned by

Caribou Title Company  
By Leonard O. Kingsford

CARIBOU TITLE COMPANY

THE TITLE INSURANCE COMPANY

By

*Ernest Russell*  
President

Attest

Secretary

*J. M. Eganter*

SCHEDULE A

The fee simple title to said lands, is at the date hereof, vested in:

Preston R. Allen and Connie W. Allen, husband and wife, as to Tract 1.  
Roland R. Allen and Margaret V. Allen, husband and wife, as to Tract 2.

The land referred to in this policy is described as:

Caribou County, Idaho:

Tract No. 1:

Township 7 South, Range 43 East of the Boise Meridian:

Section 9:  $S\frac{1}{2}$ .  $W\frac{1}{2}E\frac{1}{2}$ .  
Section 15:  $W\frac{1}{2}$ ,  $NW\frac{1}{4}$ ,  $S\frac{1}{2}SW\frac{1}{4}NE\frac{1}{4}$ .  
Section 27:  $S\frac{1}{2}$ ,  $NW\frac{1}{4}$ ,  $S\frac{1}{2}SW\frac{1}{4}NE\frac{1}{4}$ .  
Section 34:  $E\frac{1}{2}$ ,  $N\frac{1}{2}NW\frac{1}{4}$ ,  $SE\frac{1}{4}NW\frac{1}{4}$ ,  $NE\frac{1}{4}SW\frac{1}{4}$ .  
Section 35:  $W\frac{1}{2}W\frac{1}{2}$ .

Township 8 South, Range 43 East of the Boise Meridian:

Section 2: Lot 4,  $SW\frac{1}{4}NW\frac{1}{4}$ ,  $W\frac{1}{2}SE\frac{1}{4}NW\frac{1}{4}$ ,  $SW\frac{1}{4}$ ,  $SW\frac{1}{4}SE\frac{1}{4}$ .  
Section 11:  $NW\frac{1}{4}$ ,  $W\frac{1}{2}NE\frac{1}{4}$ ,  $N\frac{1}{2}S\frac{1}{2}$ .

Tract No. 2:

Township 7 South, Range 43 East of the Boise Meridian:

Section 25: NE $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ S $\frac{1}{2}$ .

Section 26:

EXCEPT THEREFROM a strip of land 70 feet wide in Sections 25 and 26, the centerline of which is described as follows: Beginning at a point on the South line of NW $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section 25, which point bears North 89°54' West a distance of 2613.73 feet from the Southeast corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section 25  
thence North 79°54' West a distance of 497.82 feet to the point of spiral on a spiral curve to the right;  
thence along the arc of the spiral curve whose total central angle is 21°47' and whose degree of curvature is 4°00' a distance of 387.58 feet to a point on the arc of said curve where the strip of land becomes 50 feet wide;  
thence continuing along the arc of said curve a distance of 367.00 feet to the point of tangency;  
thence North 58°07' West a distance of 1500.65 feet to the point of spiral of a spiral curve to the left, at which point the strip of land becomes 70 feet wide;  
thence along the arc of the spiral curve whose total central angle is 20°54' and whose degree of curvature is 4°00' a distance of 201.03 feet to a point on the west line of NW $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 25, and which point bears South 0°31'45" West a distance of 91.2 feet from the Northwest corner of NW $\frac{1}{4}$ SW $\frac{1}{4}$  Section 25;  
thence continuing along the said arc of a distance of 196.47 feet to a point on the North line of the SE $\frac{1}{4}$  of said Section 26, which point bears South 89°55' West a distance of 178.67 feet from the Northeast corner of the SE $\frac{1}{4}$  of said Section 26.

Section 35: E $\frac{1}{2}$ W $\frac{1}{2}$ , NE $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ .

Township 8 South, Range 43 East of the Boise Meridian:

Section 2: Lots 2 and 3, E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ .

Section 11: S $\frac{1}{4}$ S $\frac{1}{4}$ .

Section 13: W $\frac{1}{4}$ W $\frac{1}{2}$ .

Section 14: E $\frac{1}{2}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ .

Section 23: NE $\frac{1}{4}$ , E $\frac{1}{2}$ SE $\frac{1}{4}$ .

Section 24: W $\frac{1}{2}$ .

## SCHEDULE B

This policy does not insure against loss by reason of the matters shown or referred to in this Schedule except to the extent that the owner of any mortgage or deed of trust is expressly insured in Paragraphs numbered 3 and 4 on page 1 of this policy.

1. Rights or claims of persons in possession or claiming to be in possession, easements, liens or incumbrances including material or labor liens, which are not shown by the public records; reservations in patents or state grants; or in acts authorizing the issuance thereof; mineral rights, water rights, claims or title to minerals or water.
2. Questions of location, boundary and area; overlaps and encroachments by improvements belonging to these or adjoining premises; all dependent upon actual survey for determination.
3. Assessments which are not shown as existing liens by the public records; taxes not yet payable; pending proceedings for vacating, opening or changing streets or highways preceding entry of the final ordinance or order therefor.
4. Any laws, governmental acts or regulations, including but not limited to zoning ordinances, restricting, regulating or prohibiting the occupancy, use or enjoyment of the land or any improvement thereon, or limiting the height of improvements, or prohibiting a reduction in the dimensions or area, or separation in ownership, of any lot or parcel of land; or the effect of any violation of any such restrictions, regulations or prohibitions.
5. General taxes for the year 1971 are now an accruing lien but are not yet due nor payable.

6. Any loss or claim thereof arising from the invalidity or unenforceability of the insured mortgage, arising out of the transaction evidenced by the insured mortgage and based upon

- a. usury, or
- b. any consumer credit protection or truth in lending law.

7. Pole Line Easement granted by Preston R. Allen and Connie W. Allen, his wife, to Utah Power & Light Company, a corporation, by instrument dated September 21, 1961, recorded February 19, 1962, in Book 44 of Deeds, at page 296, under recorder's instrument No. 47633, records of Caribou County, Idaho. Said easement affects SW $\frac{1}{4}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$  and S $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 27, aforesaid, and includes the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment thereof.

8. Pole Line Easement granted by Roland R. Allen and Margaret V. Allen, his wife, to Utah Power & Light Company, a corporation by instrument dated October 3, 1961, recorded February 19, 1962, in Book 44 of Deeds, at page 297, under recorder's instrument No. 47634, records of Caribou County, Idaho. Said easement affects S $\frac{1}{2}$ S $\frac{1}{2}$ , Section 26, aforesaid, and includes the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment thereof.

9. Pole Line Easement granted by Preston Allen and Connie Allen, his wife, to Utah Power & Light Company, a corporation, by instrument dated June 15, 1965, recorded August 20, 1965, under recorder's instrument No. 55108, in the microfilm records of Caribou County, Idaho. Said easement affects N $\frac{1}{2}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , Section 27, aforesaid, and includes the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment thereof.

10. Pole Line Easement granted by Roland R. Allen and Margaret V. Allen, his wife, to Utah Power & Light Company, a corporation, by instrument dated June 9, 1965, recorded August 20, 1965, under recorder's instrument No. 55111, in the microfilm records of Caribou County, Idaho. Said easement affects NW $\frac{1}{4}$ SW $\frac{1}{4}$ , Section 25 and NE $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 26, aforesaid, and includes the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment thereof.
11. The existence of a roadway, disclosed by Affidavit made by H. H. Allen, R. S. Hawker and Richard Lau, dated August 29, 1951, recorded August 30, 1951, in Book 5 of Miscellaneous Records, at page 306, under recorder's instrument No. 29360, records of Caribou County, Idaho, should said roadway affect the premises in Section 15 and Section 27, aforesaid. It is impossible to determine from the record the exact location of said roadway.
12. Right of Way granted by Roland R. Allen and Margaret Allen, his wife, to Western Fertilizer Association, a Utah corporation, by instrument dated March 21, 1952, recorded March 22, 1952, in Book 37 of Deeds, at page 201, under recorder's instrument No. 30532, records of Caribou County, Idaho. Said right of way affects N $\frac{1}{2}$ S $\frac{1}{2}$ , Section 25, aforesaid, but the exact location of said right of way is not disclosed. El Paso Natural Gas Products Company, a Texas corporation, now holds said right of way under mense conveyances of record.
13. Right, title and interest of R. W. Slemaker and those claiming under him in and to "...an undivided 15/16ths interest in, to and of all oil, gas and other minerals, whether similar or dissimilar, on, in, under and that may be produced from..." the lands described herein, by reason of that certain Oil and Mineral Grant dated September 20, 1948, recorded September 27, 1948, in Book 12 of Deeds, at page 24, under recorder's instrument No. 24545, records of Caribou County, Idaho. Said grant does not cover the NW $\frac{1}{4}$  and S $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ , Section 27, aforesaid, and W $\frac{1}{2}$ SE $\frac{1}{4}$ , Section 34, aforesaid, but it does cover the remainder of the above described property.
14. Mortgage executed by Preston R. Allen and Connie W. Allen, husband and wife, and Roland R. Allen and Margaret V. Allen, husband and wife, to The Federal Land Bank of Spokane, a corporation, to secure the payment of \$160,000.00 and interest; dated January 12, 1966, recorded January 20, 1966, under recorder's instrument No. 56436, in the microfilm records of Caribou County, Idaho.
15. Pole Line Easement granted by Roland R. Allen and Margaret V. Allen, his wife, to Utah Power & Light Company, a corporation, by instrument dated July 6, 1967, recorded January 4, 1968, under recorder's instrument No. 62470, in the microfilm records of Caribou County, Idaho. Said easement affects NW $\frac{1}{4}$ SW $\frac{1}{4}$ , Section 25 and NE $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 26, aforesaid, and includes the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment thereof.

16. Mortgage executed by Preston R. Allen and Connie W. Allen, husband and wife, and Roland R. Allen and Margaret V. Allen, husband and wife, to The Federal Land Bank of Spokane, a corporation, to secure the payment of \$585,500.00 and interest; dated November 9, 1971, recorded November 11, 1971, under recorder's instrument No. 72372, in the microfilm records of Caribou County, Idaho. *WV*

NOTE: The mortgage insured and referred to in paragraph 3 of the first page of this policy is described in Exception No. 16 above. The mortgage shown as Exception No. 14 is an exception to the coverage.

(END OF SCHEDULE B)

EXHIBIT B

PARCEL NO. 1:

TOWNSHIP 14 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 9: W $\frac{1}{4}$

Section 4: SW $\frac{1}{4}$ SW $\frac{1}{4}$

PARCEL NO. 2:

TOWNSHIP 13 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 32: S $\frac{1}{4}$ SE $\frac{1}{4}$ , S $\frac{1}{4}$ SW $\frac{1}{4}$

TOWNSHIP 14 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 5: Lots 3 and 4, N $\frac{1}{4}$ NE $\frac{1}{4}$  (Lots 1 and 2), N $\frac{1}{4}$ S $\frac{1}{4}$ NE $\frac{1}{4}$

R.R.A

PARCEL NO. 3:

TOWNSHIP 13 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 33: S $\frac{1}{4}$ SW $\frac{1}{4}$ , EXCEPTING THEREFROM the following described  
parcel:

Beginning at the Northwest corner of the S $\frac{1}{4}$ SW $\frac{1}{4}$  of  
said Section 33, which shall be known as the  
True Point of Beginning;

Thence South 0°15' East along the West boundary  
of said S $\frac{1}{4}$ SW $\frac{1}{4}$  for 18.0 feet;

Thence South 85°57'32" East for 2,643.57 feet  
to a point on the East boundary of said S $\frac{1}{4}$ SW $\frac{1}{4}$ ;

Thence North along the East boundary of said  
S $\frac{1}{4}$ SW $\frac{1}{4}$  for 211.90 feet to the Northeast corner

of said S $\frac{1}{4}$ SW $\frac{1}{4}$ ;

Thence North 89°50' West along the North boundary  
of said S $\frac{1}{4}$ SW $\frac{1}{4}$  for 2,637.98 feet to the True

Point of Beginning.

TOWNSHIP 14 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 4: NW $\frac{1}{4}$  (Lots 3, 4 and S $\frac{1}{4}$ NW $\frac{1}{4}$ ), N $\frac{1}{4}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$

R.R.A

TOWNSHIP 7 SOUTH, RANGE 43 EAST OF THE BOISE MERIDIAN,  
CARIBOU COUNTY, IDAHO

Section 9: S $\frac{1}{4}$

Section 15: W $\frac{1}{4}$ , W $\frac{1}{2}$ E $\frac{1}{4}$

Section 25: NE $\frac{1}{4}$ , S $\frac{1}{4}$ NW $\frac{1}{4}$ , N $\frac{1}{4}$ S $\frac{1}{4}$ , EXCEPT THEREFROM the following tract:

Beginning at the Northwest corner of the SW $\frac{1}{4}$ , and running thence East along the North line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ , a distance of 1800 feet, more or less, to the Blackfoot River Road right of way;

Thence along the Blackfoot River Road right of way to the point where the Blackfoot River Road right of way intersects with the West line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ ;

Thence North along the West line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ , a distance of 1230 feet, more or less, to the point of beginning.

ALSO, EXCEPT THEREFROM, Beginning at a point on the West line of said Section 25, 84.5 feet South of the Northwest corner of the SW $\frac{1}{4}$  of said section, said point is on a tangent extended of the centerline of the Union Pacific Railroad Dry Valley Branch, and running

- continued -

RR.R.A

(Exhibit B continued)

Thence South 58°43' East on the said Railroad centerline and centerline tangent extended 2252.5 feet to an intersection with the Northerly right of way line of the Dry Valley Mine Road;

Thence South 77°47' West along said right of way line 792.7 feet;

Thence South 89°06' West along said right of way line 1150.6 feet, more or less, to the West line of said Section 25;

Thence North along said West line 1355.5 feet, more or less, to the point of beginning.

EXCLUDING the 35 foot right of way of the Union Pacific Railroad Dry Valley Branch.

Section 26: S $\frac{1}{4}$ , EXCEPT THEREFROM, a strip of land 70 feet wide in Sections 25 and 26, the centerline of which is described as follows:

RR.R.A

Beginning at a point on the South line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section 25, which point bears North 89°54' West a distance of 2613.73 feet from the Southeast corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section 25, and running Thence North 79°54' West a distance of 497.82 feet to the point of spiral on a spiral curve to the right; Thence along the arc of the spiral curve whose total central angle is 21°47' and whose degree of curvature is 4°00' a distance of 387.58 feet to a point on the arc of said curve where the strip of land becomes 50 feet wide; Thence continuing along the arc of said curve a distance of 367 feet to the point of tangency; Thence North 58°07' West a distance of 1500.65 feet to the point of spiral of a spiral curve to the left, at which point the strip of land becomes 70 feet wide; Thence along the arc of the spiral curve whose total central angle is 20°54' and whose degree of curvature is 4°00' a distance of 201.03 feet to a point on the West line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 25, and which point bears South 0°31'45" West a distance of 91.2 feet from the Northwest corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 25; Thence continuing along the said arc a distance of 196.47 feet to a point on the North line of the SE $\frac{1}{4}$  of said Section 26, which point bears South 89°55' West a distance of 178.67 feet from the Northeast corner of the SE $\frac{1}{4}$  of said Section 26;

Section 35: E $\frac{1}{4}$ W $\frac{1}{4}$ , NE $\frac{1}{4}$ , N $\frac{1}{4}$ SE $\frac{1}{4}$

TOWNSHIP 8 SOUTH, RANGE 43 EAST OF THE BOISE MERIDIAN,  
CARIBOU COUNTY, IDAHO

Section 2: Lots 2 and 3, E $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 11: S $\frac{1}{4}$ S $\frac{1}{4}$

Section 13: W $\frac{1}{4}$ W $\frac{1}{4}$

Section 14: E $\frac{1}{4}$ , E $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$

Section 23: NE $\frac{1}{4}$ , E $\frac{1}{4}$ SE $\frac{1}{4}$

Section 24: W $\frac{1}{4}$ .

RRa

# The EQUITABLE Life Assurance Society of the United States



THIS MORTGAGE, dated as of the 27th day of December, 1979, between ROLAND ALLEN LAND & LIVESTOCK, INC., an Idaho corporation, and ROLAND R. ALLEN and MARGARET V. ALLEN, husband and wife

whose post office address is P.O. Box 324, Soda Springs, Idaho 83276 hereinafter called "Mortgagee", and THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a New York corporation, having its principal office and post office address at 1285 Avenue of the Americas, New York, New York 10019, hereinafter called "Mortgagee";

WHEREAS, the Mortgagee is justly indebted to the Mortgagee in the sum of ONE MILLION THREE HUNDRED THOUSAND AND NO/100 Dollars (\$1,300,000.00) with interest, all as set forth in his certain promissory note ("Note") of even date herewith maturing December 1, 1995;

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that, to secure the payment of the principal of and interest on the Note and the performance of the covenants therein and herein contained, and in consideration of the premises, the Mortgagee by these presents does grant, bargain, sell, convey, transfer, assign, mortgage, pledge, warrant and confirm unto the Mortgagee all the property ("the Mortgaged Property") hereinafter described, to-wit:

I. The following described real property located in the County of Cassia and Caribou State of Idaho, to-wit:

See attached Exhibit A For legal description

*Spound this document looking for the 1941 Decd*

STATE OF IDAHO } SS 103724  
County of Caribou }

I Herby certify that this instrument was filed at the request of Caribou Title Co at 4:50 o'clock P M this 31st day of November, 19 80 in my office and duly recorded in Microfilm Records

Blaine S. Johnson  
By Office Recorder

II. The Mortgagee's interest as lessor in all leases (including, but not limited to, oil, gas and mineral leases) now or hereafter affecting the above-described real property or any part thereof.

III. Certificates numbered \_\_\_\_\_ representing \_\_\_\_\_ shares of the capital stock of \_\_\_\_\_ and the water rights represented thereby. (if no entries, this granting clause is inapplicable).

TOGETHER WITH the tents, issues, and profits thereof, reserving, however, (unless otherwise provided herein or in a separate agreement hereunder, to collect and retain such rents, issues, and profits as they become due and payable, and together also with all and singular the tenements, hereditaments, and appurtenances thereto belonging, including irrigation, drainage, and water rights of every kind and description and watering and irrigation apparatus and fixtures.

TO HAVE AND TO HOLD the same unto the Mortgagee, its successors and assigns, forever.

PROVIDED, ALWAYS, that if the Mortgagee, his heirs, representatives, successors or assigns, shall pay unto the Mortgagee, its successors or assigns, the said sum of money mentioned in the Note and the interest thereon at the times and place and in the manner specified in the Note, and all other sums that may become due and owing to the Mortgagee pursuant to any of the terms, covenants and conditions hereof, and perform all the conditions and covenants contained in this mortgage ("Mortgage"), then these presents and the estate hereby granted shall cease, determine and be void and shall be released by the Mortgagee at the expense of the Mortgagee, otherwise to remain in full force and effect.

AND SUBJECT to the covenants and conditions hereinafter set forth.

FIRST: The Mortgagee hereby covenants and agrees, to the extent permitted by law, as follows: (a) to pay promptly when due the principal and interest and other sums of money provided for in the Note and in this Mortgage, or either; (b) to pay all taxes, assessments and other charges (including ditch, canal, reservoir, or other water charges, taxes or assessments) imposed by law upon the Mortgaged Property, the Mortgagee's interest therein, or upon the Mortgage or the Note; provided however, that, in the event of the passage of any law changing the laws for the taxation of mortgages or debts secured by mortgage so as to affect this Mortgage, the entire indebtedness secured hereby shall, at the option of the Mortgagee, become due and payable; (c) to keep the Mortgaged Property and improvements thereon in good condition and repair and not to commit or suffer waste thereof, and except as authorized in any schedule annexed hereto and forming a part hereof, neither to remove nor permit the removal of any timber, buildings, oil, gas, minerals, stone, rock, clay, fertilizer, gravel or top soil without the prior written consent of the Mortgagee; (d) to maintain and deliver to the Mortgagee policies of insurance against such hazards on the buildings now or hereafter located on the Mortgaged Property as the Mortgagee may require, in such companies and amounts and with such loss payable clauses as shall be satisfactory to the Mortgagee; that in the event of loss the Mortgagee is expressly authorized to settle or compromise claims under said policies and the proceeds shall be paid to the Mortgagee who may apply same or any part thereof on the indebtedness secured hereby or towards the reconstruction or repair of said buildings or release same to the Mortgagee; (e) to pay any lien, claim or charge against the Mortgaged Property which might take precedence

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13. In the event of any such situation, such as the right to collect the

(If no entry, this section is inapplicable):

tages thereof shall inure to the respective  
unless the context otherwise requires words  
the masculine gender include the feminine

Mortgage as of the day, month and year  
AND LIVESTOCK, INC.

*Handwritten signature*  
Roland R. Allen - President

\_\_\_\_\_  
Margaret V. Allen - Secretary (Seal)

... (Seal)

(Seal)

Notary Public in and for said County and State, do hereby certify that me the within named.....

ated and whose name(s) is/are subscribed to the within and foregoing statement, signed and executed the same as their

By the Court: **MR. JUSTICE BRIDGES:**

Notary Public

acknowledgment must be attached

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before me, the undersigned, a Notary Public  
appeared, ROLAND R. ALLEN and MARGARET V. ALLEN,  
Secretary of the corporation that executed the  
acknowledged to me that such corporation executed the same.  
have hereunto set my hand and affixed my official seal the  
certificate first above written.

Notary Public for Idaho  
Residing at Paul Taylor

EXHIBIT A

PARCEL NO. 1:

TOWNSHIP 14 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 9: W $\frac{1}{2}$

Section 4: SW $\frac{1}{4}$ SW $\frac{1}{4}$

PARCEL NO. 2:

TOWNSHIP 13 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 32: S $\frac{1}{2}$ SE $\frac{1}{4}$ , S $\frac{1}{4}$ SW $\frac{1}{4}$

TOWNSHIP 14 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 5: Lots 3 and 4, N $\frac{1}{2}$ NE $\frac{1}{4}$  (Lots 1 and 2), N $\frac{1}{2}$ SE $\frac{1}{4}$

PARCEL NO. 3:

TOWNSHIP 13 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 33: S $\frac{1}{4}$ SW $\frac{1}{4}$ , EXCEPTING THEREFROM the following described parcel:

Beginning at the Northwest corner of the S $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 33, which shall be known as the True Point of Beginning;  
Thence South 0°15' East along the West boundary of said S $\frac{1}{4}$ SW $\frac{1}{4}$  for 18.0 feet;  
Thence South 25°57'32" East for 2,643.57 feet to a point on the East boundary of said S $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
Thence North along the East boundary of said S $\frac{1}{4}$ SW $\frac{1}{4}$  for 211.90 feet to the Northeast corner of said S $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
Thence North 39°50' West along the North boundary of said S $\frac{1}{4}$ SW $\frac{1}{4}$  for 2,637.93 feet to the True Point of Beginning.

TOWNSHIP 14 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 4: NW $\frac{1}{4}$  (Lots 3, 4 and S $\frac{1}{2}$ NW $\frac{1}{4}$ ), N $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$

PARCEL NO. 1:

TOWNSHIP 7 SOUTH, RANGE 43 EAST OF THE BOISE MERIDIAN,  
CARIBOU COUNTY, IDAHO

Section 9: S $\frac{1}{2}$

Section 15: W $\frac{1}{2}$ , W $\frac{1}{2}$ E $\frac{1}{2}$

Section 25: NE $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ S $\frac{1}{2}$ , EXCEPT THEREFROM the following tract:

Beginning at the Northwest corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ , and running thence East along the North line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ , a distance of 1800 feet, more or less, to the Blackfoot River Road right of way;  
Thence along the Blackfoot River Road right of way to the point where the Blackfoot River Road right of way intersects with the West line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ ;  
Thence North along the West line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ , a distance of 1230 feet, more or less, to the point of beginning.  
ALSO, EXCEPT THEREFROM, Beginning at a point on the West line of said Section 25, 24.5 feet South of the Northwest corner of the SW $\frac{1}{4}$  of said section, said point is on a tangent extended of the centerline of the Union Pacific Railroad Dry Valley Branch, and running  
Thence South 58°43' East on the said Railroad centerline

-continued-

and centerline tangent extended 2252.5 feet to an intersection with the Northerly right of way line of the Dry Valley Mine Road;  
 Thence South 77°47' West along said right of way line 792.7 feet;  
 Thence South 89°06' West along said right of way line 1150.5 feet, more or less, to the West line of said Section 25;  
 Thence North along said West line 1355.5 feet, more or less, to the point of beginning.  
 EXCLUDING the 35 foot right of way of the Union Pacific Railroad Dry Valley Branch.

Section 26: S½, EXCEPT THEREFROM, a strip of land 70 feet wide in Sections 25 and 26, the centerline of which is described as follows:

Beginning at a point on the South line of the NW¼ of said Section 25, which point bears North 89°54' West a distance of 2513.73 feet from the Southeast corner of the NE¼ of said Section 25, and running  
 Thence North 79°54' West a distance of 497.82 feet to the point of spiral on a spiral curve to the right;  
 Thence along the arc of the spiral curve whose total central angle is 21°47' and whose degree of curvature is 4°00' a distance of 387.58 feet to a point on the arc of said curve where the strip of land becomes 50 feet wide;  
 Thence continuing along the arc of said curve a distance of 367 feet to the point of tangency;  
 Thence North 58°07' West a distance of 1500.65 feet to the point of spiral of a spiral curve to the left, at which point the strip of land becomes 70 feet wide;  
 Thence along the arc of the spiral curve whose total central angle is 20°54' and whose degree of curvature is 4°00' a distance of 201.03 feet to a point on the West line of the NW¼ of said Section 25, and which point bears South 0°31'45" West a distance of 91.2 feet from the Northwest corner of the NW¼ of Section 25;  
 Thence continuing along the said arc a distance of 196.47 feet to a point on the North line of the SE¼ of said Section 26, which point bears South 89°55' West a distance of 178.67 feet from the Northeast corner of the SE¼ of said Section 26;

Section 35: E½, NE¼, N½SE¼

TOWNSHIP 8 SOUTH, RANGE 43 EAST OF THE BOISE MERIDIAN,  
 CARIBOU COUNTY, IDAHO

Section 2: Lots 2 and 3, E½SE¼NW¼, SW¼NE¼, NW¼SE¼

Section 11: S½SE¼

Section 13: W½W½

Section 14: E½, E½NW¼, NE¼SW¼

Section 23: NE¼, E½SE¼

Section 24: W½.

PARCEL NO. 2:

TOWNSHIP 7 SOUTH, RANGE 43 EAST OF THE BOISE MERIDIAN,  
 CARIBOU COUNTY, IDAHO

Section 25: Beginning at the Northwest corner of the SW¼NW¼ of said Section 25, and running  
 thence East along the North line of the SW¼NW¼ a distance of 1,800 feet, more or less, to the Blackfoot River Road right of way;  
 thence along the Blackfoot River Road Right of Way to the point where the Blackfoot River Road Right of Way intersects with the West line of the SW¼NW¼;

- continued -

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thence North along the West line of the SW1/4NW1 a distance of 1,230 feet, more or less, to the point of beginning.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto, including but not limited to State of Idaho Water License #G-26234, and State of Idaho Claim to Water Rights #43-4022; #43-4023; #43-4024; and #43-4025.

#### SECURITY AGREEMENT COVERING IRRIGATION WORKS AND EQUIPMENT

The undersigned hereby grant to The Equitable Life Assurance Society of the United States, its successors and assigns, a security interest under the terms of this mortgage, in the following goods and chattels, whether affixed to the real estate or not and including but not limited to:

- 1-Fairbanks Morse turbine pump, Serial No. PS1210;
- 1-Fairbanks Morse turbine pump, No Serial #;
- 1-Marathon Centrifiguel booster pump, Serial #76-12629-6;
- 1-Aurora turbine pump, Serial #37571765;
- 1-Fairbanks Morse turbine pump, No Serial #;
- 1-Turbine Pump, No Serial #;
- 1-Aurora Centrifiguel booster pump, Serial #74-16215-1;
- 1-U.S. 75 H.F. Electric Motor, Serial #687248;
- 1-Fairbanks Morse 75 H.P. Electric Motor, Serial #F143659;
- 1-Marathon 60 H.P. Electric Booster Motor, Serial #5533-3;
- 1-G.E. 200 H.P. Electric Motor, Serial #BLJ212108;
- 1-U.S. 125 H.P. Electric Motor, Serial #10444508;
- 1-U.S. 100 H.P. Electric Booster Motor, Serial #85-01225;
- 1-G.E. 200 H.P. Electric Motor, Serial #CGJ331113;
- 1-8 tower Lockwood Pivot, Model #2286, Serial #596079;
- 31-1/4 Mi. 3" and 4" handlines;
- 5,280 feet of 6", 8", and 10" Buried Mainline;
- 11,480 feet of 6", 8", 10", and 12" Aluminum Mainline,

and equipment of every kind and nature utilized for irrigation purposes on the premises described herein and located thereon, in addition to any replacement, substitutions, and additions thereto, which said goods and chattels are also described in the Financing Statement Nos. filed in the Cassia County Recorder's Office; Caribou County Recorder's Office, and the office of the Secretary of State of the State of Idaho.

Attached to and made a part of Mortgage dated December 27, 1979, between Roland Allen Land and Livestock, Inc., and The Equitable Life Assurance Society of the United States, a New York corporation.

ROLAND ALLEN LAND AND LIVESTOCK, INC.

By: *Roland Allen*  
Roland R. Allen - President

By: *Margaret V. Allen*  
Margaret V. Allen - Secretary