

BK 46

NO. 5691

WARRANTY DEED

THIS INDENTURE, Made the 7th
thousand nine hundred and twenty-two

of the County of Bingham

and State of Idaho

Blackfoot City Bank, a corporation

of the County of Bingham

and State of Idaho

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

One Dollar and other valuable consideration,

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

do by these presents grant, sell, bargain and convey and confirm unto the said part y of the second part, and to its heirs and assigns forever, all the certain lot, piece or parcel of land situate, lying and being in the County of Bingham and State of Idaho, and bounded and described as follows, to-wit:

Forty-seven and one-half (47½) inches of the waters of the Blackfoot River, being a part of the 1500 inches of the waters of the Blackfoot River as decreed by the Hon. J. William Howard, A. Whitten, Susan E. Whitten, and Calvin Miles, Judges of the Supreme Court, A.D., 1885,; said decree being recorded in Judgment Book "2" at pages 107 to 110 of the records of Bingham County, Idaho.

RECEIVED
AUG 23 2004
BP

50¢ I.P.J. Attached and cancelled.

COPY

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, and the rents, issues and profits thereof

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

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals, the day and year first above written.
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

STATE OF IDAHO,

County of Bingham

I DO HEREBY CERTIFY, That in the presence of me, W.J. Stone, a Notary Public in and for the State of Idaho, and Chris Peterson, known to me to be the persons whose names are subscribed to the foregoing instrument, and who are personally known to me that they executed the foregoing instrument for the purposes and consideration therein expressed.

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

My commission expires

Recorded at the request of

Warden, Post

1-7-24

THIS INDENTURE, Made the 7th
thousand nine hundred and twenty-two

of the County of Bingham

Blackfoot City Bank, a corporation
of the County of Bingham

WITNESSETH, That the said party

One dollar and
lawful money of the United States of America,
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 its
heirs and assigns forever, all the

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

Forty-seven and one-half (47½) inches of the water of the Blackfoot River, a part of the 1500 inches of the waters of the Blackfoot River, as decreed by the Supreme Court of the State of Idaho, in the case of William Howard, A. Whitten, Susan E. Whitten, and others, vs. the State of Idaho, docketed at the Court of the said State of Idaho, in the year 1885,; said decree being recorded in the records of Bingham County, Idaho.

50¢ I.P.S. Attached

AUG 23 2004

Together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in any way 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 its heirs and assigns forever, and the said parties of the first part, its heirs and assigns, and the said premises in a quiet and peaceable possession of the said party of the second part, its heirs and assigns, against the said parties of the first part and against 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, this 7th day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

STATE OF IDAHO,

COUNTY OF Bingham

I DO HEREBY CERTIFY that

W.J. Stone, a Notary Public for the State of Idaho,

is the Clerk of the Court of the said State of Idaho,

known to me to be the person who has

edged to me that the

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 7th day of August, 1922.

Idaho, at the County of Bingham.

My commission expires

Recorded at

Recorded at

THIS INDENTURE, Made the 7th
thousand nine hundred and twenty-two

day of July In the year of our Lord one
between Chris Peterson and Jane Peterson, his wife

of the County of Bingham

and State of Idaho

, the parties of the first part, and

Blackfoot City Bank, a corporation

of the County of Bingham

and 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

One dollar and other valuable consideration

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 its

certain lot, piece

or parcel

of land situate, lying and being in the

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

Forty-seven and one-half (47½) inches of the waters of the Blackfoot River; being a

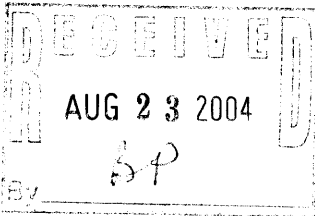
part of the 100 inches of the waters of the Blackfoot River as decreed to P. B. Fox,

Jr., and Howard, A. Whitten, Susan E. Whitten, and Calvin Miles as of date of June

1st, 1935, said decree being recorded in Judgment Book "I" at pages 107 to 116

of the records of Bingham County, Idaho.

50¢ I.P.S. Attached and cancelled.



Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise apper-

TO HAVE AND TO HOLD. All and singular, the said premises, together with the appurtenances and privileges thereof incident, unto the said party of the second part, and to its heirs and assigns forever, and the said parties of the first part and their heirs and assigns, against the said parties of the first part and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The said parties of the first part has ve

hereunto set their hand and seal

Chris Peterson

Jane E. Peterson

STATE OF IDAHO,

County of Bingham

I DO HEREBY CERTIFY, That on this 1st day of August, 1922, in and for

Chris Peterson and Jane Peterson

known to me to be the persons whose name is subscribed to the foregoing instrument, and who executed the same.

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

My commission expires May 8, 1923.

Recorded at the request of Blackfoot

Recorder's Fees, \$

1-7-24

545187

SEP 10 2004

WATER DEED

THIS INDENTURE, made this ___ day of September, 2004, by and between CARL F. WINKLER, individually and as Personal Representative of the estate of Blanche Winkler, deceased, hereinafter referred to as Grantor, and LITTLE BUTTE IRRIGATION COMPANY, an Idaho Corporation, whose current address is P. O. Box 580, Blackfoot, Idaho 83221, hereinafter referred to as Grantee:

WITNESSETH:

That the said Grantor, for valuable consideration to Carl Winkler and Blanche Winkler by the said Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm unto the Grantees and their heirs and assigns forever, all of the following described water right, situated in the County of Bingham, State of Idaho, to wit:

20 inches of the waters of the Blackfoot River; being a part of the 1500 inches of the waters of the Blackfoot River as decreed to P.B. Fox, Jr., William Howard, A. Whitten, Susan E. Whitten, and Calvin Miles, recorded in Book I of Judgments, pages 107-116

Grantor, after first being duly sworn and deposed, states that he is the son of Carl Winkler and Blanche Winkler, husband and wife, and that he is well and personally acquainted with their estates; Grantor further states that they received as their community property the above water, and that Carl Winkler died prior to Blanche Winkler, and that all of the community property was transferred to Blanche Winkler upon Carl Winkler's death and that she continued to own, hold, claim and possess the said community property as her own, free from all claims of others, except the Grantee's claim to said water, which had been previously conveyed to Grantee; Grantor further states that this deed is given to replace that water conveyancing instrument between Carl Winkler and Blanche Winkler, husband and wife, and the Grantee, which has been lost.

TO HAVE AND TO HOLD ALL and singular the above described water rights, together with their appurtenances unto the Grantees and to their heirs and assigns forever.

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

Estate of Blanche Winkler

By

Carl F. Winkler
CARL WINKLER, JR., Personal Representative

Carl F. Winkler
CARL F. WINKLER

STATE OF IDAHO)
: ss.
COUNTY OF BINGHAM)

On this ___ day of September, in the year 2004, before me a Notary Public for said State, personally appeared CARL WINKLER, JR., known or identified to me to be the person whose name is subscribed to the within instrument individually and as Personal Representative of the ESTATE OF BLANCHE WINKLER, DECEASED, and acknowledged to me that he executed the same as Personal Representative and individually.

Notary Public for Idaho
Residing at Blackfoot, Idaho
My Commission Expires

**545187**

RECORDED AT THE REQUEST OF
Scott Stufflebeam
PO Box 603
Blackfoot ID 83222

SEP 10 AM 10:44

FEE 4- DEP C

CLERK OF COUNTY RECORDER
BLACKFOOT, IDAHO

SCOTT D. STUFFLEBEAM

Attorney at Law

P O Box 603

Blackfoot ID 83221

Telephone: (208) 785-5047

FAX: (208) 782-0288

FAX COVER SHEET

Confidentiality Notice: This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the above address via the U.S. Postal Service. Thank you.

Date: 09-10-04

Time: 12:00 P.M. MST

To: Barbara Payne

Office: Department of Water Resources

FAX number: 208-547-3939

From: Scott D. Stufflebeam

RE: Claim 27-10878

SEP 10 2004
137

Pages: Number of pages, including this cover sheet: 2

Additional message: *As per our telephone conversation, please find a copy of the water deed from Estate of Blanche Winkler to Little Butte Irrigation Company. This should solidify Little Butte's claim to 20 inches of Fox and Whitten water. If this is not the case please, contact me immediately.*

Thank you.



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

23 August 2004

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

Scott D. Stufflebeam
Little Butte Irrigation Company
P. O. Box 580
Blackfoot, ID 83221

COPY

Re: Snake River Basin Adjudication (SRBA)
Claim 27-10878

Subject: Carl Winkler exchange

Response Date: September 3, 2004

Dear Claimant (s):

Thank you for your letter dated August 19 forwarding copies of 3 documents relating to the above referenced water claim. You stated that Carl Winkler exchanged his interest in the water transferred to him by Warranty Deed dated August 15, 1928 to Little Butte Irrigation Company. However, you did not furnish a copy of the Deed within Mr. Winkler transferred the water to the irrigation company. Please provide a copy of this deed so that a clear path of exchange can be shown for the Fox and Whitten water to the Little Butte Irrigation Company.

If you cannot respond by the above response date, please let our office know. Otherwise, this claim may be recommended to be disallowed.

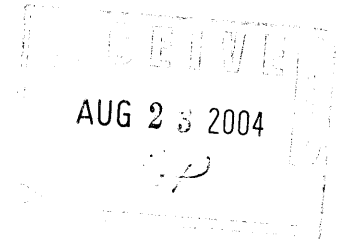
Respectfully,

Barbara Payne

Little Butte Irrigation Company

P. O. Box 580
Blackfoot, ID 83221

August 19, 2004



Cindy Bird
Idaho Department of Water Resources
15 West Center
Soda Springs, ID 83276

Re: SRBA Claim to Decreed Water Right No. 27-4

Dear Ms. Bird:

As a Director of Little Butte Irrigation Company, I have been asked by the president to respond to Candice M. McHugh's letter of July 29, 2004.

Please be advised that Little Butte Ditch Company's claim to water arises by certain agreements and deeds. By Warranty Deed, dated July 5, 1919, A. Whitten and Susan E. Whitten, husband and wife, deeded 87 ½ inches of water of the Blackfoot River, being a part of the 1500 inches of the waters decreed in Book I of Judgments, pages 107-116, to Chris Peterson, recorded October 19, 1920, in Book 41 of Deeds, Page 174. Chris Peterson and Jane Peterson, husband and wife, deeded to Blackfoot City Bank 47 ½ inches of the above mentioned waters, by Warranty Deed, dated July 7, 1922, and recorded January 7, 1924, in Book 46 of Deeds, page 69. Blackfoot City Bank, then known as First Security Bank deeded to Carl Winkler 20 inches of the aforementioned water, by Warranty Deed dated August 15, 1928, and recorded September 10, 1928 in Book 53 of Deeds, Page 6. Carl Winkler in exchange for shares of Little Butte Irrigation Company transferred all of his interest in said water to Little Butte Irrigation Company. I have provided uncertified copies of said documents. If you have any questions, or if this information is insufficient for any reason, please contact me at 785-5047 or the president at 785-0770 immediately and the information will be provided to you. Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Scott D. Stufflebeam".

Scott D. Stufflebeam

SDS

Attachments

Cc Rocky Moldenhauer, President

WARRANTY DEED

No. 7452

Book No. 31

THIS INDENTURE, Made the 15th day of August in the year of our Lord one thousand nine hundred and Twenty-eight . between

FIRST SECURITY BANK OF BLACKFOOT, formerly known by its then Corporate name BLACKFOOT CITY BANK, a corporation of the County of Bingham and State of Idaho, the party of the first part, and

CARL WINKLER

of the County of Bingham and 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

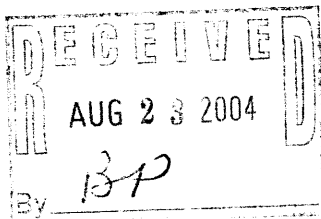
THREE HUNDRED and no/100 (\$300.00)

DOLLARS,

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

do us 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 ~~lands and premises~~ ~~located in the County of Bingham and State of Idaho, and bounded and described as follows, to wit:~~

Twenty (20) inches of the waters of the Blackfoot River; being a part of the 1500 inches of the waters of the Blackfoot River as decreed to P. E. Fox, Jr., William Howard, A. Whitten, Susan E. Whitten and Calvin Miles as of date of June 1st, A. D., 1885; said decree being recorded in Judgment Book "I" at pages 107 to 116 of the records of Bingham County, Idaho



COPY

Together with all and singular the tenements, hereditaments and appurtenances therunto 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 its successors, defend the said premises in a quiet and peaceable enjoyment of the said party of the second part, his heirs and assigns, against the said party of the first part and its successors, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

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

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Gregory Jones

Corp. Seal

FIRST SECURITY BANK OF BLACKFOOT

formerly

BLACKFOOT CITY BANK

By Louis Felt, Vice-President

By Jas. D. Johnston, Secretary

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF IDAHO,

County of Bingham

I, HENRY J. JONES, Notary Public for the State of Idaho, do hereby certify that the foregoing is a true and correct copy of the original of the within and foregoing instrument, as the same was presented to me for recording, and that the same was duly recorded in the County of Bingham, Idaho, in the year 1928, before me, personally appeared, to wit: the Vice-President and Secretary of the said First Security Bank of Blackfoot, in Bingham County, Idaho, and acknowledged the same as their act and deed.

first above written.

Gregory Jones

Notary Public for the

State of Idaho, do hereby certify that the foregoing is a true and correct copy of the original of the within and foregoing instrument, as the same was presented to me for recording, and that the same was duly recorded in the County of Bingham, Idaho, in the year 1928, before me, personally appeared, to wit: the Vice-President and Secretary of the said First Security Bank of Blackfoot, in Bingham County, Idaho, and acknowledged the same as their act and deed.

Recorder.

No. 7.

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SIGNED, SEALS

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COUNTY OF

I DO HER /L.R. Ertt

known to me to me that

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My commis

Recorded at

WARRANTY DEED

No. 7452

Book No. 53

THIS INDENTURE, Made the 15th day of August In the year of our Lord one thousand nine hundred and Twenty-eight, between
FIRST SECURITY BANK of BLACKFOOT, formerly known by its then Corporate name BLACKFOOT CITY BANK, a corporation of the County of Bingham and State of Idaho, the party of the first part, and
CARL WINKLER of the County of Bingham and 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

THREE HUNDRED and no/100 (\$300.00) DOLLARS, lawful money of the United States of America, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged

do US 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 ~~xxxxxx of land situated in and being in the~~ ~~xxxxxx of land situated in and being in the~~ ~~xxxxxx of land situated in and being in the~~

Twenty (20) inches of the waters of the Blackfoot River; being a part of the 1500 inches of the waters of the Blackfoot River as decreed to P. B. Fox, Jr., William Howard, A. Whitten, Susan E. Whitten and Calvin Miles as of date of June 1st, A. D., 1885; said decree being recorded in Judgment Book "I" at pages 107 to 116 of the records of Bingham County, Idaho

RECEIVED
AUG 23 2004
BY

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 its Successors 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 its Successors, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

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

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF
Gregory Jones
Corp. Seal FIRST SECURITY BANK OF BLACKFOOT
formerly BLACKFOOT CITY BANK
By Louis Felt, Vice-President
By Jas. D. Johnston, Secretary

STATE OF IDAHO
I, _____, Notary Public for the State of Idaho, do hereby certify that the foregoing instrument was duly executed and acknowledged before me on the _____ day of _____, 1928, at Blackfoot, in Bingham County, Idaho.
Notary Public for the State of Idaho
Recorded at the Recorder's Office, Bingham County, Idaho, on the _____ day of _____, 1928.
Recorder.

7-10-28

STATE
COUNTY OF
I DO HEREBY
Attest: L.R. Ertter,
known to me to be the
to me that she
IN WITNESS
My commission
Recorded at the
Recorder's Fees, \$

No. 4608

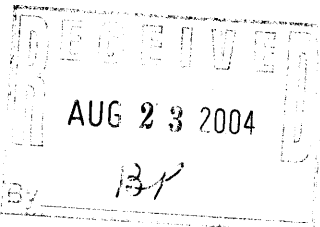
WARRANTY, DEED

THIS INDENTURE, Made the 19th day of September, 1904, between thousand nine hundred and Nineteen, between A. Whitten and Susan E. Whitten, his wife of the County of Bingham and State of Idaho, the part 1st of the first part, and Chris Peterson of the County of Bingham and State of Idaho, the part 2d of the second part.

WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of Four hundred, thirty-seven and one-half and no/100 (\$437.50), DOLLARS, lawful money of the United States of America, to them in hand paid by the said part 2d of the second part, the receipt whereof is hereby acknowledged.

do hereby these presents grant, sell, bargain and convey and confirm unto the said part 2d of the second part, and to his heirs and assigns forever, all the certain lot, piece or parcel of land situate, lying and being in the County of Bingham and State of Idaho, and bounded and described as follows, to-wit:

Eighty-seven and one-half (87½) inches of the waters of the Blackfoot River; being a part of the 1500 inches of the waters of the Blackfoot River as decreed to P. F. Fox, Jr. William Howard, A. Whitten, Susan E. Whitten and Calvin Miles as of date of June 1st, A.D. 1885; said decree being recorded in Judgment Book "I" at pages 107 to 116 of the records of Bingham County, Idaho.



Recorded in
Tensile 5,43
COPY

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

TO HAVE AND TO HOLD. All and singular, the said premises, together with the appurtenances and privileges thereto incident, unto the said part 2d of the second part, and to his heirs and assigns forever, and the said part 1st of the first part, and their heirs, and the said premises in a quiet and peaceable possession of the said part 2d of the second part, his heirs and assigns, against the said part 1st 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 part 1st of the first part has hereunto set his hand and seal, this 19th day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

W. H. Stafflebein

STATE OF IDAHO

COUNTY OF Bingham

I DO HEREBY CERTIFY, That on this 19th day of September, 1904, W. H. Stafflebein Clerk of the County of Bingham, State of Idaho, known to me to be the person whose name is subscribed to the foregoing instrument, and that he is duly qualified to perform the duties of his office, and that he is duly sworn to perform the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 19th day and year first above written.

(SEAL)

See 1

My commission expires

Recorded at the request of W. H. Stafflebein

Recorder's Fee, \$

Little Butte

For 4
Whitten to $87\frac{1}{2}''$
Chris Peterson
7-5-1919

Blackfoot City Bldg
7-7-22 $117\frac{1}{2}''$

W. H. Cherry
2-23-1921 $10''$

Carl Winitz
8-15-1928 $21''$

First Soda Shop
(formerly Esso)
2-2-21

Little Butte

No. 2684

CARTON PRINTERS, CALDWELL 20837

WARRANTY DEED

Book No. 41

23-1921

THIS INDENTURE, Made the 23rd day of February in the year of our Lord one thousand nine hundred and twenty-one, between

Chris Peterson and Jane H. Peterson, his wife

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

W. H. Cherry

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

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

EIGHT HUNDRED (\$800.00) DOLLARS,

lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby 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 lot, piece or parcel of real estate of and situate, lying and being in the

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

Forty (40) inches of the waters of the Blackfoot River; being a part of the 1500 inches of the waters of the Blackfoot River as decreed to R. S. Fox, Jr., William Howard, A. Whitten, Susan E. Whitten and Calvin Miles as of date of June 1st, A.D. 1885; said decree being recorded in Judgment Book "I" at pages 107 to 116 of the records of Bingham County, Idaho, and said water right hereby conveyed being a portion of the eighty-seven and one-half (87½) inches of the above described waters heretofore conveyed to said Chris Peterson, by warranty deed dated July 8, 1919, made and executed by A. Whitten and Susan E. Whitten, his wife, and recorded October 19, 1920, in Book 41 of deeds at page 174 of the said records of Bingham County, Idaho.

Said water right herein conveyed to be and become appurtenant to Lot numbered one (1) and the Northeast quarter of the Northwest quarter of Section Thirty-one (31) in Township Two (2) South of Range Thirty-six (36) East of the Boise Meridian, containing 72.08 acres.

\$1.00 I. R. S. attached and cancelled.

COPY

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise 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, 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 and by these presents forever defend.

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

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Ralph W. Adair

Chris Peterson

[SEAL]

Jane H. Peterson

[SEAL]

[SEAL]

-(SEAL)-

STATE OF IDAHO,

COUNTY OF Bingham

ss.

I DO HEREBY CERTIFY, That on this 23rd

day of February, 1921, before me,

in and for said County and State, personally appeared

Chris Peterson and Jane H. Peterson, his wife

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

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

(SEAL)

Seal

My commission expires

Ralph W. Adair

Notary Public.