

Notes

4/25/05 add E14 PDU Remark for irrigation
of 466 acres when rights are combined
- Blackfoot Irrigation Co. water is
also used on PDU.

recommend as noted CB

Part of 27-4

Need layout - & NOE printed CB

11-7-05

Changed remark E56 on recommendation. 27-27B was
combined and became 27-12/37

References

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Screen ID
384

Process:
Claim
Verification
Record

Step:
Update
Information

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Review/Verify Log

Status

Claim Number 27 10555

Version Number 1

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Check List

[Print Form](#)

☒ Priority Date

☒ Contacts

☐ Point of Diversion

☒ Source

☐ Place of Use

☒ Purpose of Use

☒ Period of Use

☐ Quantity

☐ Summary

[Yes to All](#)

Contacts

*linked 27-25B Stape.
didn't update PLS/areas.*

Comments

Author CBIRD

Text

Subj

Date 03 - 11 - 2005

[Add](#)

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Screen ID
384

11-6-03 A & T sent letter to **Notes** Clayton. BP

11/12/03 LaVerelle Stuckless called at 11:05 AM about the letter from the attorney general's office. He seems to think this is a farm he sold. Will look it up and get back to me. Also asked him for a list of water rights that was conveyed with the land.

12/2/03 2pm apt - LaVerelle & Deanna Stuckless came in. LaVerelle said he filed on extra water he heard about.

12-5-03 See 27-25B for copies of evidence. BP

5/12/04 faxed certified copy of warranty deed 145560 for interpretation on 1/4 & 50 inches 27-4? Summers place.

7/13/04 amended claims to correct legal on POU and priority date.

2/7/05 This should be 28.5 inches (0.57 cfs) of 6-1-1885 (27-04) water not the 1880 water. According to Skip this .50 inches was included in transfer (claim 27-10552) for 3.0 cfs.

29181-1

WARRANTY DEED

THIS INDENTURE, Made this 7th day of November, in the year of our Lord one thousand nine hundred and fifty-two, between A. A. BRIGGS and ELMORA BRIGGS, husband and wife, of Bonanza, County of Davis, State of Utah, the parties of the first part, and THEO. STECKLEIN, of Blaine, County of Bingham, State of Idaho, the party of the second part.

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of Ten ----- DOLLARS

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

ALL OF THE RIGHT, TITLE AND INTEREST OF THE FIRST PARTIES in and to One Hundred inches of the decreed waters of Blackfoot River, described as one-sixth of the six hundred inches of water right, with date of priority of March 25th, 1880, decreed to P. B. Fox, Jr., William Howard, A. Matter, John L. Widdell and John H. Hoss in that certain action of Fred S. Stevens, et al., Plaintiffs, vs. Eastern Idaho Water Company, et al. Defendants, in the Circuit Court of the Fifth Judicial District of the State of Idaho, in and for Blaine, Idaho, Judgment rendered August 1, 1931, the initial conveyance to them by Fred S. Stevens and John L. Widdell, recorded in Book 22 of Deeds, Page 480 records of said Bingham County and said rights being conveyed by them to the grantees from the said William Howard to the grantees herein for the land of the original tract owned by said William Howard and being the West half of the Northeast quarter of Section Twenty, in Township Two South of Range 18 North of the Boise Meridian in Idaho, and being two (2) ac. ft. more or less of said decreed water rights in Blackfoot River with priority of March 25, 1880.

RECEIVED
JUL 13 2004
By

DEED RECORD, BINGHAM COUNTY

Book 74

MOUNTAIN STATES PRESS (INC.) 60092 37138

No. 3612

WARRANTY DEED

THIS INDENTURE, Made this 15th day of November, in the year of our Lord one thousand nine hundred and Forty-four, between GRACE ARLINSON, husband and wife, known also as JAMES A. ARLINSON, of the County of Blaine, State of Idaho, the parties of the first part, and A. A. BOWEN of Blaine County, 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 TWENTY-THREE THOUSAND DOLLARS, lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm, unto the said parties of the second part, and to their heirs and assigns, forever, all the following described real estate, situated in Blaine County, State of Idaho, to-wit:

Beginning at a point 1017.5 feet west of the Northeast corner of Section Twenty (20), Township Two (2) South, Range Thirty-six (36), East of the Boise Meridian, and running thence said 1017.5 feet, thence South 89° 1' East 2042 feet, thence East 1267 feet, thence North 1245 feet to the place of beginning containing 79.07 acres, more or less; together with a perpetual easement or right of way for a road which is to be appurtenant to the land above described, and also to a tract adjoining the same on the East, described in a deed to Joe S. Howard, which right of way is described as follows: Beginning at a point 1157.5 feet West of the Southeast corner of Section Seventeen (17), in Township Two (2) South, Range Thirty-six (36) East of the Boise Meridian, and running thence North 89° 1' East, thence West 1452.5 feet, thence North to the East line of the Oregon Short Line (or also known as Union Pacific) right of way, thence Southwesterly along the East line of said rail road right of way to a point on the East line of said right of way 23 feet directly west of the line of the last named distance, thence South 1017 feet, thence East 1452.5 feet to the point of beginning; also together with one-sixth of the six hundred inches of the waters of the Blackfoot river decreed to P. S. Cox, Jr., William Howard, A. Whitten, Susan E. Whitten and Calvin Allen, dated from March 25, 1930, by the District Court of Blaine County, State of Idaho.

(Subject to mortgage as provided by guaranty to the Prudential Insurance Company of America for \$8700, dated February 26, 1947, recorded April 17, 1947 in Book 74 of Mortgage Page 559 and all accruing interest thereon, the principal balance unpaid being \$8500.)

I. e. S. \$12.95 Attached and cancelled

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

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

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

Signed, Sealed and Delivered in the Presence of GRACE ARLINSON (SEAL) JAMES A. ARLINSON (SEAL) A. A. BOWEN (SEAL)

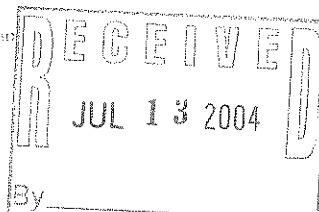
STATE OF IDAHO)
County of Blaine) ss

On this 15th day of November in the year 1944, before me JOHN W. JONES, a Notary Public in and for said State, personally appeared GRACE ARLINSON and JAMES ARLINSON, his wife, known to me to be the persons whose names are subscribed to the within Instrument, and acknowledged to me that they executed the same.

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

My commission expires July 17, 1948.

JOHN W. JONES
Notary Public for the State of Idaho
residing at Blackfoot, Idaho



Recorded at the request of JOHN W. JONES, December 5, 1944 at 4:01 p.m.

Recorder's Fees, \$ 1.40

By V. E. JONES, Recorder.
Deputy.

Jesse E. Howard and Mary A. Howard
TO
Willard R. Christensen
THIS INDENTURE, Made this first day of March in the year of our Lord one thousand nine hundred and nineteen between Jesse E. Howard and Mary A. Howard, husband and wife
of Chico County of Butte State of California the parties of the first part, and Willard R. Christensen
of Bingham County of Idaho the part of the second part,
WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Seven Thousand and no/100 (\$7000.00) DOLLARS, lawful money of the United States of America, to them in hand paid by the said part of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm, unto the said part of the second part, and to his heirs and assigns, forever, all the following described real estate, situated in Bingham County, State of Idaho, to-wit:

Beginning at the northeast corner of Section Twenty (20) in Township Two (2) South of Range Thirty-six (36) East of Boise Meridian, and running thence west thirteen hundred seventeen and one-half feet (1317½); thence south twenty-six hundred forty-five feet (2645); thence east twelve hundred eighty-seven feet (1287); thence north twenty-six hundred forty-eight feet (2648) to the place of beginning, containing seventy-nine and seven one-hundredths acres (79.07) more or less.

Also together with one-sixth of the six hundred inches and of the fifteen hundred inches of the water of the Blackfoot River decreed to P. B. Fox, Jr. William Howard A. Whitten, Susan B. Whitten and Calvin Miles, dating from March 25th, 1880 and June 1st, 1886, respectively, by the District Court of Bingham County, Idaho, in the action where Fred S. Stevens et al were Plaintiffs, and Eastern Idaho Water Company et al were defendants, dated August 1st, 1891, and entered in Judgment Book One of said Court, at pages 107 to 116.

Together with a perpetual easement or right of way for a road which is to be appurtenant to the land above described, and also to a tract adjoining the same on the West, as described in a deed dated May 24th, 1916, from William Howard and wife to Erasmus W. Howard, over, along and across the following described tract, to-wit:
Beginning at a point 1152½ feet West of the Southeast corner of Section Seventeen, Township Two South of Range Thirty-six, East of the Boise Meridian, and running thence North 20 feet; thence West 1462½ feet; thence North to the east line of the Oregon Short Line Railroad right of way; thence Southwesterly along the east line of said right of way 20 feet; directly west of the line of the last named distance; thence South 1017 feet; thence East 1482½ feet to the point of beginning.

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

TO HAVE AND TO HOLD, All and singular, the above mentioned and described premises, together with the appurtenances, unto the said part of the second part and to his heirs and assigns, forever, and the said parties of the first part and their heirs, the said premises in a quiet and peaceable possession of the said part of the second part, his heirs and assigns, and against the said parties of the first part and his heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will warrant 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
Hazel Spicer } ss. Jesse E. Howard SEAL.
Mary A. Howard SEAL.

STATE OF CALIFORNIA)
COUNTY OF BUTTE) ss.

On this 10th day of June, in the year of 1919, before me Herbert W. Whitten, a Notary Public in and for said County, personally appeared Jesse E. Howard and Mary A. Howard, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

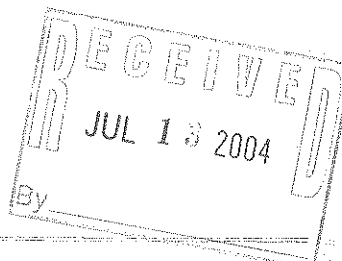
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Herbert W. Whitten
Notary Public
Residing at Chico, California

Seal.
My Commission expires June 15th, 1922.

\$7.00 I. R. S. attached and cancelled.

Record



Recorded at the request of Bingham Abstract Co. Ltd June 21, 1919 at 11:30 A. M. Recorder.
Recorder's Fees, \$

By F. M. Fisher Deputy Recorder.
Margaret Ford



STATE OF IDAHO
OFFICE OF THE ATTORNEY GENERAL
LAWRENCE G. WARDEN

July 7, 2004

LA VERELLE STECKLEIN
757 W RIVERTON RD
BLACKFOOT, ID 83221

Re: *SRBA Claim No. 27-10555*

Dear Mr. Stecklein:

I am the Deputy Attorney General assigned to represent the Idaho Department of Water Resources (IDWR) in Basin 27. The Department is reviewing your claim referenced above and needs additional information in order to recommend your water right.

When reviewing the Warranty Deed conveying property from Summers to Theodore Stecklein, there is a reference to what seems to be a conveyance to Willard R. Christensen dated March 1, 1919. In order to make an accurate recommendation on your water right, the Department needs a copy of that 1919 deed or document. You may be able to obtain a copy of this document at the county courthouse.

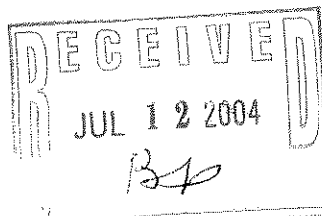
Please provide this information by August 2, 2004, to Cindy Bird at IDWR's Soda Springs Office, 15 W Center St., Soda Springs, ID 83276. If you have any questions concerning this matter, you can contact Cindy at (208) 547-3993 or you can reach me at (208) 327-5404.

Very Truly Yours,

A handwritten signature in cursive script, appearing to read "Candice M. McHugh".

Candice M. McHugh
Deputy Attorney General, IDWR

cc: Cindy Bird



Owner Type	Full Name	Address	City	State	Zip	Phone
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Current Owner see claim

Name connector: **and** _____, **or** _____, **and/or** _____

Current Owner _____

Current Owner _____

Representing Attorney: _____ Phone Number: _____

Accompanied By: _____ Phone Number: _____

Relationship to Claimant: _____

Date of Field Exam: _____ Time: _____

Directions to Property (if different from above) and/or update owner information:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Reviewer: 03

Date:

2/7/05

Priority Date Data Entry Form

Claim Number: A27-10555

Water Right Priority Date: _____ Water Right Basis: _____

Claimed Priority Date: _____ Claimed Basis: _____

Recommended Priority Date: 6-1-1885 Recommended Basis: deuce.☐ Use Claimed Priority Date and Basis as Recommended Priority Date and Basis

Document the evidence submitted/reviewed for the priority date claimed, include your analysis of the evidence:

Steven's deuce
warranty deeds.

Reviewer: OBDate: 2/7/05

Priority Date

Claim No. _____

1. Should this water use have been included in a later court decree of the water rights from this source? Yes ☐ No ☒
If Yes, go to 2
If No, go to 4
2. Was the owner or the owner's predecessor in interest of the place of use joined in the later decree? Yes ☐ No ☐
If Yes, go to 3a
If No, go to 4
- 3a. Is the date the decree was entered after the date a permit is required for the source and the water use? Yes ☐ No ☐
If Yes, consult the attorney assigned to the Basin. Go to 3b
If No, go to 4
- 3b. Do the facts support disallowing the claim, or recommending the claim as an enlargement or an expansion? Yes ☐ No ☐
If Yes, go to 11
If No, go to 4
4. Is the basis of claim a decree or license? Yes ☒ No ☐
If Yes, go to 5
If No, go to 7
5. Does the decree or license have a Priority Date? Yes ☒ No ☐
If Yes, go to 6
If No, Consult the attorney assigned to the Basin, go to 15
6. Did the Claimant claim the decreed or licensed Priority Date? Yes ☐ No ☒
If Yes, recommend the Priority Date claimed. If questions 1. and 2. were both answered yes, consult attorney. Go to 15
If No, Obtain an amended claim if necessary. If questions 1. and 2. were both answered yes, consult attorney. Go to 15
7. Is the basis of claim a Permit or Application? Yes ☐ No ☐
If Yes, go to 10e
If No, go to 8
8. Is the basis of claim a posted notice? Yes ☐ No ☐
If Yes, consult the attorney assigned to the Basin, go to 15
If No, go to 9
9. Is the Priority Date claimed after the date a permit is required for the source and the water use? Yes ☐ No ☐
If Yes, go to 11
If No, go to 12
- 10e. Will the license be issued prior to filing the Director's Report? Yes ☐ No ☐
If Yes, recommend the Priority Date shown on the license, go to 15
If No, recommend the Priority Date shown on the Permit. All other elements should be recommended as shown on the Permit. Add Condition Code A01 to the Recommendation, go to 15
11. Is the claim for an expansion or enlargement under 42-1416B or 42-1426? Yes ☐ No ☐
If Yes, go to 12
If No, disallow with condition P01.
12. Does the claim file contain sufficient evidence of Priority Date? Yes ☐ No ☐
If Yes, recommend the date supported by the evidence submitted, go to 15
If No, Request additional evidence of Priority Date, go to 13
13. Has additional evidence of priority date been submitted? Yes ☐ No ☐
If Yes, recommend the date supported by the evidence submitted, go to 15
If No, recommend a Priority Date based on available evidence if possible. If some of the claimed water uses can be recommended with the Priority Date supported by the evidence, then do so, go to 14
14. Can any portion of the claim be recommended as a valid water right? Yes ☐ No ☐
If Yes, go to 15
If No, disallow with condition P01.
15. Is the basis of claim coded correctly? Yes ☒ No ☐
If Yes, go to 16
If No, Enter the appropriate basis of claim. *decree*
16. Is a Priority Date remark and/or condition required? Yes ☐ No ☒
If Yes, Enter the appropriate basis of claim. Priority Date review is complete
If No, Priority Date review is complete.

Period of Use and Quantity Data Entry FormClaim Number: A27-10555☐ Use Claimed Period of Use and Quantity as Recommended Period of Use and Quantity

Water Right Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume

Overall Diversion Rate _____

Overall Diversion Volume _____

Claimed Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume

Overall Diversion Rate _____

Overall Diversion Volume _____

Recommended Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume
Irrigation	4/1	10/31	0.57	—

Overall Diversion Rate 0.57Overall Diversion Volume 5

Document how the Period of Use and/or Diversion Rate were verified:

analysis shows 28.5 inches of 27-4
water not 27-23 water

Reviewer: CBDate: 4/25/05

Claim No.: _____

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

yes, this is actually 27-d

Reviewer _____ Date _____

Original Distribution of 50" of 1 June 1885 Decree from A. Whitten

-  28.5 inches of 1 June 1885 – LaVerelle Stecklein
 21.5 inches of 1 June 1885 – Robert Hoskins

Lot 2 Sec. 14 TS 3 Range 34 E & Lot 4 Sec 13 TS 3 Range 34 E - A. Whitten 50"

Nola Stewart, Widow of John I Stewart to Alice Mitchell
11 December 1922 - Remaining 28.5" of 50" of June 1, 1885 decree.

WARRANTY DEED

533

NO. 2250

BOOK No. 44

THIS INDENTURE, Made the 11th day of December in the year of our Lord one thousand nine hundred and Twenty-two, between Nola Stewart, Widow of John I Stewart, of the County of Bingham and State of Idaho, the party of the first part, and Alice Mitchell 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

Six thousand----- DOLLARS, lawful money of the United States of America, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged do as by these presents grant, sell, bargain and convey and confirm unto the said party of the second part, and to her heirs and assigns forever, all the certain lot, piece or parcel of land situate, lying and being in the County of Bingham and State of Idaho, and bounded and described as follows, to-wit:

The south half of the southwest quarter of section thirteen (13), in township three (3) south of Range Thirty-four (34) East of the Boise Meridian in Idaho, Together with all ditches and water rights and particularly 1 2/7 shares of the capital stock of the Blackfoot Irrigation Company and East Branch Canal Company and 20 1/2 inches of the waters of Blackfoot River dated June 1, 1885

\$5 I.R.S. Attached and cancelled Subject to mtg. on said premises for \$3500 and interest thereon and all unpaid taxes which grantee assumes and agrees to pay.

Together with all and singular the tenements, hereditaments and appurtenances thereto 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 her heirs and assigns forever, and the said party of the first part, her heirs and assigns, against the said party of the first part and her heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

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

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

John W. Jones

Nola Stewart

[SEAL]

[SEAL]

[SEAL]

[SEAL]

STATE OF IDAHO,

COUNTY of Bingham

I DO HEREBY CERTIFY, That on this 11th day of December in the year 1922, before me a John W. Jones, A Notary public Nola Stewart, A widow

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

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

My commission expires July 15, 1925 SEAL John W. Jones Notary Public

Recorded at the request of D. H. Mitchell May 8, 1923 H. A. Benson Recorder

Lot 2 Sec. 14 TS 3 Range 34 E & Lot 4 Sec 13 TS 3 Range 34 E - A. Whitten 50"

A Whitten to BJ Stewart - 50" of June 1, 1885 decree (see pages 8 & 11 for total)
23 August 1933 Record at request of JL Robertson

DEED RECORD, BINGHAM COUNTY		
No. 11053	QUITCLAIM DEED	Book No. 55
THIS INDENTURE, Made the 5th day of August in the year of our Lord one thousand nine hundred and thirty-three between A. Whitten, a widower of the County of Blaine, and State of Idaho, the party of the first part, and B. J. Stewart, of the County of Blaine, and the State of Idaho, the party of the second part,		
WITNESSETH, That the said party of the first part, for and in consideration of the sum of One DOLLAR, lawful money of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby these presents demise, release and forever quit-claim unto the said party of the second part, and to his heirs and assigns, all the certain water right, or parts thereof, situated in the County of Blaine, and State of Idaho, and particularly described as follows, to-wit:		
Fifty inches of water of the Blackfoot River, of that certain water right of 1000 inches of date of priority of June 1, 1885, decreed to A. Whitten and Susan E. Whitten his wife, August 1, 1931, in that certain water decree as recorded in Judgment Book 1 at pages 107 to 110 of the records of Blaine County, Idaho.		
(This deed is executed, as aforesaid and delivered to subsequent grantees in lieu of a certain deed of conveyance of said water right by the first party to the said party of the second part with date of priority of June 1, 1885, in which the said B. J. Stewart was grantee, which said deed was duly delivered to the said B. J. Stewart by the grantor herein at Blaine prior to May 3, 1933, but which said deed has been misplaced or lost, and the same has never been placed of record, and by reason thereof this deed is executed by the grantor to establish conveyance of said described water right.)		
Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.		
TO HAVE AND TO HOLD, All and singular, the said premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever. IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.		
Signed, Sealed and Delivered in the Presence of		
JOHN W. JONES		
A. WHITTEN (SEAL)		
(SEAL)		
(SEAL)		
(SEAL)		
STATE OF IDAHO		
COUNTY OF BINGHAM		
I, JOHN W. JONES, a Notary Public, commissioned in and for the State of Idaho, personally appeared A. Whitten, a widower, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same.		
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Blackfoot, in Blaine County, Idaho, the day and year first above written.		
John W. Jones, Notary Public for the State of Idaho, residing at Blackfoot, Idaho		
My commission expires July 17, 1937		
Recorded at request of J. L. ROBERTSON, Sept. 2, 1933, at 4:00 P. M.		
P. C. DANCE Recorder		

Lot 2 Sec. 14 TS 3 Range 34 E & Lot 4 Sec 13 TS 3 Range 34 E – A. Whitten 50"

BJ Stewart to JI Stewart – 50" June 1, 1885 decree
3 May 1919

404

WARRANTY DEED

No. 2422

Book No. 27

This Indenture, Made the 22 day of May in the year of our Lord one thousand nine hundred and nineteen between E. J. Stewart, a single man, of the County of Bingham and State of Idaho, the part Y of the first part, and J. I. Stewart of the County of Bingham and State of Idaho, the part Y of the second part, WITNESSETH, That the said part Y of the first part, for and in consideration of the sum of One Dollar and other valuable considerations DOLLARS lawful money of the United States of America, to him in hand paid by the said part Y of the second part, the receipt whereof is hereby acknowledged do hereby these presents grant, sell, bargain and convey and confirm unto the said part Y of the second part, and to his heirs and assigns forever, all the certain ~~one-half~~ ^{one-half} interest, lying and being in the County of Bingham and State of Idaho, and bounded and described as follows, to-wit:

Fifty (50) inches of water of the Blackfoot River, being a part of that certain water right of one thousand inches of the date of June 1st, 1885, decreed to A. Whitten and Susan B. Whitten, August 1st, 1891, in that certain water decree as recorded in Judgment Book No. 1 at pages 107 to 116 of the records of Bingham County, Idaho.

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

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

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

Signed, Sealed and Delivered in the Presence of John W. Jones.

E. J. Stewart (SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF IDAHO, County of Bingham, ss. I DO HEREBY CERTIFY, That on this third day of May in the year of 1919, before me, John W. Jones, in and for said County and State, personally appeared E. J. Stewart, a single man

known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Blackfoot, Idaho, the day and year first above written.

(SEAL) My commission expires 2012 16, 1921. John W. Jones, Notary Public

Recorded at the request of E. J. Stewart on 2, 1919 at 1:45 p. m.

Lot 2 Sec. 14 TS 3 Range 34 E & Lot 4 Sec 13 TS 3 Range 34 E - A. Whitten 50"

John I Stewart to Joseph L Robertson - 21.5" of decreed water
5 Feb 1921

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WARRANTY DEED

No. 1475

Book No. 41

THIS INDENTURE, Made the 5th day of February In the year of our Lord one thousand nine hundred and Twenty one, between John I. Stewart, and Hela Stewart, his wife, of the County of Bingham and State of Idaho, the part 1st of the first part, and Joseph L. Robertson, of the County of Bingham and State of Idaho, the part 2 of the second part, WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of Six Thousand, Two Hundred Eighty Five and 18/100 - - - - - DOLLARS, lawful money of the United States of America, to them in hand paid by the said part 2 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 land situate, lying and being in the County of Bingham and State of Idaho, and bounded and described as follows, to-wit:

Lot Four (4) Section Thirteen (13) and Lot Two of Section Fourteen (14), in Township Three (3) South Range Thirty Four (34) East of Boise Meridian, containing 60.61 acres more or less, together with 6/7 of a share of the capital stock of the Blackfoot Irrigation Company, and the 5061 branch of the Blackfoot Irrigation Company, and 21 1/2 inches of the decreed water right in the Blackfoot river. This deed is made subject to a certain Mortgage from John I. Stewart and Hela Stewart his wife to the Idaho Irrigated Lands Company, a Corporation for the sum of \$2500.00, Dated March 24, 1920, recorded in Book 46 of Mortgages at page 203 records of Bingham County, Idaho, which said mortgage the second party herein assumes and agrees to pay.

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

Together with all and singular the tenements, hereditaments and appurtenances thereto 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 therein incident, unto the said party of the second part, and to his heirs and assigns forever, and the said part 1st 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 their hand and seal on the day and year first above written.

WITNESSED, SEALED AND DELIVERED IN THE PRESENCE OF

J. D. Kelly, Seal
Notary Public, Olmsted Co., Minn.
My Commission expires Nov. 26, 1927.

John I. Stewart, (SEAL)
Hela Stewart, (SEAL)
(SEAL)
(SEAL)

STATE OF IDAHO,

County of Bingham

I DO HEREBY CERTIFY, That on this 9 day of April, 1921, in the year 1921 before me, J. H. McDonald, a Notary Public in and for said County and State, personally appeared John I. Stewart and Hela Stewart, 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, Bingham County Idaho (SEAL) Seal the day and year first above written.

My commission expires July 8, 1924. J. H. McDonald, Notary Public.

Witnessed at the request of Joe. L. Robertson, April 12, 1921, at 11:00 A. M.

F. M. Fisher, Recorder.

Lot 2 Sec. 14 TS 3 Range 34 E & Lot 4 Sec 13 TS 3 Range 34 E – A. Whitten 50"

JL Robertson to Federal Farm Mortgage (Sheet 2)
28 July 1937

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Book 40	
Ditch Company, represented by Certificate #7.	
Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.	
TO HAVE AND TO HOLD, all and singular the said premises unto the said Federal Farm Mortgage Corporation, its successors and assigns forever.	
IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal the day and year in this Deed first above written.	
Ira Corey, Sheriff of Bingham County, State of Idaho	
STATE OF IDAHO COUNTY OF BINGHAM	
On this and day of August, in the year 1937 before me, Earl W. Cory, personally appeared, Ira Corey Sheriff of Bingham County, State of Idaho, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he, as such Sheriff, executed the same.	
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.	
SEAL Earl W. Cory Notary Public in and for the State of Idaho, Residing at Blackfoot, Idaho My commission expires Feb. 8, 1941	
Recorded at the request of Federal Land Bank August 20, 1937 at 9:02 A.M.	
by dn- No. 13994	Deputy GRANT LEEB
Jno. H. Falk, Recorder	
In consideration of Love and Affection to her in hand paid, receipt of which is hereby acknowledged, does hereby GRANT TO Lloyd Mathis and Alfred Mathis and undivided one-third each the real property in the County of Bingham State of Idaho described as follows:	
All that part of Block numbered Four in Kennedy's Addition to the City of Blackfoot, Bingham County, Idaho, which lies west of Broadway street, according to the recorded plat thereof, consisting of 8 acres, more or less, together with the ditcher and water rights for the irrigation thereof, and particularly 9 shares of stock in the Miner's Ditch Company, and the furnishings and equipment belonging to said estate, and the property and effects in connection therewith.	
Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining.	
WITNESS Her hand this 18th day of August, 1937	
Zora Mathis	
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES	
On this 18th day of August A.D., 1937 before me, Edna M. Swanson a Notary Public in and for the said County and State, personally appeared Zora Mathis known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.	
WITNESS my hand and official seal.	
SEAL Edna M. Swanson, Notary Public in and for said County and State	
If executed in any State other than California, the Notarial Acknowledgment should be certified by the County Clerk.	
My Commission Expires January 21, 1938	

Lot 2 Sec. 14 TS 3 Range 34 E & Lot 4 Sec 13 TS 3 Range 34 E - A. Whitten 50"

JL Robertson to Federal Farm Mortgage
28 July 1937

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Book 40

Court in and for said County of Bingham, in the State of Idaho, personally appeared N. M. Jackson known to me to be the County Treasurer and ex-Officio Tax Collector of said Bingham County, and who executed the within instrument as such, and acknowledged to me that he executed the same as such officer.

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

SEAL

Jno. H. Falk, Clerk of the District Court.
By N. V. Turpin Deputy

Recorded at the request of W.H. Jackson Treasurer, August 19, 1937 at 11:57 AM

By _____ Deputy Jno. H. Falk, Recorder
DO-13993 _____ CLERK OF DISTRICT COURT

THIS AGREEMENT, Made this 28th day of July, 1937, between Ira Corey, Sheriff of Bingham County, State of Idaho, party of the first part, and Federal Farm Mortgage Corporation, a corporation, with its principal place of business in the District of Columbia, party of the second part;

WITNESSETH WHEREAS a decree of foreclosure was entered on the 27th day of June, 1936, in that certain action filed in the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham and in which the said Federal Farm Mortgage Corporation, was plaintiff and Joseph L. Robertson and Jennie E. Robertson, husband and wife, were defendants, and whereas among other things it was ordered in said Decree that all and singular the premises described therein, should be sold at public auction according to law;

AND, WHEREAS, Ira Corey the then Sheriff of said County, did on the 27th day of July, 1936 after due and public notice, sell the said premises according to law and in said decree directed, to Federal Farm Mortgage Corporation, for the sum of Two Thousand Nine Hundred Fifty-nine and 11/100 (\$2959.21) Dollars, the said Federal Farm Mortgage Corporation, being the highest and best bidder therefor;

AND, WHEREAS, A Certificate of Sale was duly issued on the 27th day of July, 1936, and more than one year has elapsed since the said sale and no redemption has been made by or on behalf of said defendants, or any of them, and whereas the Federal Farm Mortgage Corporation, is now the owner and holder of said Certificate of Sale.

NOW, THEREFORE, Ira Corey, the said Sheriff of Bingham County, State of Idaho, for and in consideration of the sum of Two Thousand Nine Hundred Fifty-nine and 11/100 (\$2959.21) Dollars, paid for said premises by the said Federal Farm Mortgage Corporation, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to the said Federal Farm Mortgage Corporation, and its successors forever, all of the following described premises located and situated in Bingham County, State of Idaho, to-wit: Lot Two of Section Fourteen and Lot Four of Section Thirteen, all in Township Three South, Range Thirty-four, East of the Boise Meridian;

Together with all water rights, and rights in ditches, canals and laterals and rights of way therefor, appurtenant to said premises or used in connection therewith now and or at any time during the existence of this mortgage including (but not exclusive of any right included in the foregoing general description) the following: Right to use of waters of Blackfoot River as follows: 2 1/2 inches priority as of June 1, 1885 as decreed in A. Whitten by District Court Fifth Judicial District, Bingham County, Idaho, in the case of Fred S. Stevens et al vs Eastern Idaho Water Co. Et al August 1, 1891 and recorded in Book 1 of Judgments, pages 107-116, records of said Bingham County, Idaho, and

Lot 2 Sec. 14 TS 3 Range 34 E & Lot 4 Sec 13 TS 3 Range 34 E - A. Whitten 50"

Federal Farm Mortgage Corporation to LeRoi Barclay (Sheet 2)
27 May 1946

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irrigation or other special improvement district and any lien or encumbrance revived or placed on said property by, through or under the parties of the second part.

3. Any and all easements, rights of way for railroads, roads or highways or other servitudes, and the exceptions, provisions and reservations contained in patents or deeds from the United States of America, or the state in which said land is situate, or in deeds from railway companies.

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

IN WITNESS WHEREOF, the party of the first part has executed this instrument the day and year first above written.

ATTEST: Willard M. Rees,
Assistant Secretary
APPROVED E.C.P., Attorney
STATE OF WASHINGTON

FEDERAL FARM MORTGAGE CORPORATION
By THE FEDERAL LAND BANK OF SPOKANE,
Its Attorney-in-Fact
By S. C. Fish, Vice President

ss.

County of Spokane.

On this 27th day of May, 1946, before me, a Notary Public, personally appeared S. C. Fish, known to me to be the Vice President of The Federal Land Bank of Spokane, a corporation, the name of which is subscribed to the within instrument as the attorney-in-fact of the Federal Farm Mortgage Corporation, a corporation, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of The Federal Land Bank of Spokane, a corporation, and acknowledged to me that he subscribed thereto the name of the Federal Farm Mortgage Corporation, a corporation, as principal, and the name of The Federal Land Bank of Spokane, a corporation, as attorney-in-fact, and further acknowledged that said The Federal Land Bank of Spokane, a corporation, as attorney-in-fact for the said Federal Farm Mortgage Corporation, a corporation, executed said instrument as the free and voluntary act and deed of said principal and attorney-in-fact for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year last above written.

SEAL
My commission expires October 7, 1947. E. C. Prestbye, Notary Public in and for the State
Recorded at the request of LeRoi D. Barclay June 12, 1946, at 9:17 o'clock A.M. of Washington, residing at Spokane, Washington
Fee \$1.49
By *E. C. Prestbye* Deputy Jno. H. Falk, Recorder
No. 52649
WARRANTY DEED

THIS INDENTURE, Made this fifteenth day of December, in the year of our Lord one thousand nine hundred and thirty-three, between FIRST NATIONAL BANK of BLACKFOOT, a corporation, party of the first part, and IDAHO BANK AND TRUST COMPANY, a corporation, party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of One and no/100 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, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns forever, all of the following described real estate situated in the County of Bingham, State of Idaho, to-wit:

The Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Seventeen (17), Township Two (2) South, Range Thirty-five (35), E.B.M., also the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Seventeen (17), Township Two (2) South, Range Thirty-five (35) E.B.M., excepting a strip of land one (1) rod wide off the South side of the last described

Lot 2 Sec. 14 TS 3 Range 34 E & Lot 4 Sec 13 TS 3 Range 34 E - A. Whitten 50"

Federal Farm Mortgage Corporation to LeRoi Barclay
27 May 1946

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Book 12

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

The SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16 in Township 3 South of Range 34 E.B.M., together with tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all water rights thereunto belonging, including Certificate #145 for 28 shares and Certificate #79 for 2-2/5 shares of Watson Slough Irrigation Company, and Certificate #45 for 40 shares in the Crawford Lateral Ditch Company.

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

The Grantee herein assumes and agrees to pay all delinquent assessments and taxes of whatsoever nature and kind.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said party of the second part his heirs and assigns.

IN WITNESS WHEREOF, the said parties of the first part have caused this instrument to be signed and have hereunto set their hands the day and year first above written.
\$2.20 I. R. S. Attached and Cancelled.

WITNESS: Louis C. Kimball
STATE OF UTAH,

E. T. Capener
Leona S. Capener

ss.
COUNTY OF SALT LAKE

On this 14 day of March, 1946, before me, a Notary Public in and for the State of Utah, personally appeared E. T. Capener and Leona S. Capener, his wife, who being by me duly sworn, did say that they are the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

SEAL
My commission expires Aug. 1, 1947. Louis C. Kimball, Notary Public.
Residing at Salt Lake City, Utah.
Recorded at the request of Durward Scott, June 10, 1946, at 2:40 o'clock P.M.

Fees \$3.00

By *John H. Falk*

Deputy

Deputy

John H. Falk, Recorder

No. 52641
D-82-Joseph L. Robertson

DEED

THIS INDENTURE, Made this 27th day of May, 1946, between the FEDERAL FARM MORTGAGE CORPORATION, a corporation of Washington, D. C., party of the first part, and LeRoi G. Barclay and Olive C. Barclay, husband and wife, parties of the second part, WITNESSETH:

That the party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, does by these presents Grant, Bargain, Sell, Convey and Warrant to the parties of the second part, and to their heirs and assigns forever, the following described real estate, situate in the County of Bingham, State of Idaho, to-wit:

Lot 2 of Section 14 and Lot 4 of Section 13; all in Township 3 South, Range 34 East of the Boise Meridian.

\$4.50 I. R. S. Attached and Cancelled.

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

TO HAVE AND TO HOLD said premises unto the parties of the second part, their heirs and assigns forever, subject to the following:

1. Unpaid taxes, assessments, water charges including those levied or imposed by the United States Reclamation or Indian Service or by any water or irrigation company, and all other unpaid charges, liens or assessments imposed by law on the above described property,

Lot 2 Sec. 14 TS 3 Range 34 E & Lot 4 Sec 13 TS 3 Range 34 E - A. Whitten 50"

LeRoi Barclay to Roy Cook
4 September 1948

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DEED RECORD, BINGHAM COUNTY

No. 7632 WARRANTY DEED

THIS INDENTURE, Made this 4th day of September, 1948, in the year of our Lord one thousand nine hundred and forty-eight, between LeRoi G. Barclay and Olive C. Barclay, husband and wife, of the County of Bingham, State of Idaho, the parties of the first part, and Roy Cook, of the County of Bingham, State of Idaho, the party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Seventeen Thousand (\$17,000) Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm, unto the said party of the second part, and to his heirs and assigns, forever, all the following described real estate, situated in Bingham County, State of Idaho, to-wit:

The Lot Two (2) of Section Fourteen (14) and the Lot Four (4) of Section Thirteen (13), all in Township Three (3) South of Range Thirty-four (34) East of the Boise Meridian in Idaho.

Together with the ditches and water rights thereunto belonging and appertaining and particularly 5/7 shares in Blackfoot Irrigation Company; 6/7 shares in East Branch of Blackfoot Irrigation Company; 80 shares in Central Ditch Company and 70 shares in Riverton Dam Company, all corporations.

The grantors herein to pay all taxes on said premises and all water assessments for the water rights described up to and including the year 1948 when and as due, and to give possession of dwelling on premises on or before October 1st, 1948, and possession of farm as soon as crops are gathered and harvested.

I.R.S. \$18.70 Attached and Cancelled

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, the REVERSION AND REMAINDERS, rents, issues and profits thereof, and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part.

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

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

Signed, Sealed and Delivered in the Presence of LeRoi G. Barclay (SEAL)
John W. Jones Olive C. Barclay (SEAL)

STATE OF IDAHO,)
County of Bingham, ss.

On this 4th day of September, in the year 1948, before me John W. Jones, a Notary Public in and for said State, personally appeared LeRoi G. Barclay and Olive C. Barclay, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

SEAL John W. Jones Notary Public
for the State of Idaho,
Residing at Blackfoot, Idaho.

My commission expires July 17th, 1949.

Recorded at the request of John W. Jones September 7, 1948 at 2:08 P.M.
Recorder's Fee, \$1.20 Y. W. Whitten Recorder
By L. A. Rayburn Deputy

Lot 2 Sec. 14 TS 3 Range 34 E & Lot 4 Sec 13 TS 3 Range 34 E - A. Whitten 50"

Roy Cook to Nathan Young
10 March 1956

Warranty Deed 101 MAR 72

THIS INDENTURE, Made this 10th day of March
in the year of our Lord One Thousand Nine Hundred and Fifty-six, between
ROY COOK and SELMA B. COOK, husband and wife,
of Bingham County of Idaho, State of Idaho
the parties of the first part, and
NATHAN YOUNG,
of Bingham County of Idaho, 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
TWENTY-FIVE THOUSAND and no/100 ----- DOLLARS
lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt
whereof is hereby acknowledged

do by these presents, Grant, Bargain, Sell and Convey unto said party of the second part, and to
his heirs and assigns forever: All that certain lot
plus 5 or parcel 5 of land situated, lying and being in the County of Bingham State of Idaho, bounded
and more particularly described as follows, to-wit:

Lot Two (2), in Section Fourteen (14), Township
Three (3) South, Range Thirty-four (34), E. B. M.,
and
Lot Four (4), in Section Thirteen (13), Township
Three (3) South, Range Thirty-four (34), E. B. M.,
Together with all water and water rights, ditches
and ditch rights of way thereunto belonging.

Together with all and singular, the tenements, hereditaments and appurtenances thereto 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
of the first part, and their heirs do hereby warrant to the said party of the second part, and their heirs and assigns
his heirs and assigns against the said parties of the first part, and their heirs and assigns against all and every
person or persons whatsoever, 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

Roy Cook (Seal)
Selma B. Cook (Seal)

_____ (Seal)
_____ (Seal)



Lot 2 Sec. 14 TS 3 Range 34 E & Lot 4 Sec 13 TS 3 Range 34 E – A. Whitten 50”

Nathan Young to JC Osguthorpe
31 December 1958

WARRANTY DEED

BOOK 101 PAGE 73

THIS INDENTURE, Made this 31st day of December, in the year of our Lord one thousand nine hundred and fifty-eight, between

NATHAN YOUNG and VEDA YOUNG, husband and wife,

of the County of Bingham, State of Idaho,

the parties of the first part, and J. C. OSGUTHORPE and MARY MABEL OSGUTHORPE, husband and wife,

of the County of Bingham, State of Idaho,

the parties of the second part.

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

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

Lot Two in Section Fourteen, Township Three South, of Range Thirty-four, East of the Boise Meridian, in Idaho; and

Lot Four in Section Thirteen, Township Three South, of Range Thirty-four, East of the Boise Meridian, in Idaho;

Together with all water and water rights, ditches and ditch rights of way thereunto belonging.

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15 West Center Street
Soda Springs, Idaho 83276
(208) 547-3993
(208) 547-3939 fax

Idaho Department of
Water Resources

Fax

To: Candice Mettugh From: Cindy Bird
Fax: 1-208-327-5400 Pages: 2
Phone: 1-208-327-5404 Date: 5-12-04
Re: Fox & Whitten Water. CC:

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

• Comments:

Candice,

Would you interrupt this warranty deed
to only convey $\frac{1}{2}$ of 50 inches from
27-23 & 27-4?

Cindy

FAXED
5/12/04 3:50 PM
Faxed to Candice
CB

Ref: Laverelle Stecklein claims