

11/09/2005

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 27-51A

NAME AND ADDRESS: LLOYD STOLWORTHY LTD FAMILY PARTNERSHIP A
1525 E WOLVERINE RD
FIRTH ID 83236

SOURCE: JONES CREEK
WOLVERINE CREEK

TRIBUTARY: WOLVERINE CREEK
TRIBUTARY: BLACKFOOT RIVER

QUANTITY: 1.460 CFS

PRIORITY DATE: 07/01/1882

POINT OF DIVERSION:

T02S R38E S10 SENENE Within BINGHAM County
T02S R38E S10 NWNSE Within BINGHAM County
T02S R38E S14 SENENW Within BINGHAM County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

04/15 10/31

1.460 CFS

PLACE OF USE: IRRIGATION Within BINGHAM County

T02S R38E S10	NESW	6.5	T02S R38E S10	SWSW	11.0
T02S R38E S10	SESW	5.6	T02S R38E S10	NESE	0.2
T02S R38E S10	NWSE	8.7	T02S R38E S10	SWSE	5.4
T02S R38E S10	SESE	2.4	T02S R38E S14	NWNW	9.3
T02S R38E S15	NENE	10.0			

59.1 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 59.1 acres in a single irrigation season. Combined Right Nos.: 27-51A and 27-11918.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

Right includes accomplished change in source pursuant to Section 42-1425, Idaho Code.

Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.

05/16/2005

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 27-51A

NAME AND ADDRESS: LLOYD STOLWORTHY LTD FAMILY PARTNERSHIP
182 HARTERT DR
IDAHO FALLS ID 83404

SOURCE: JONES CREEK
WOLVERINE CREEK

TRIBUTARY: WOLVERINE CREEK
TRIBUTARY: BLACKFOOT RIVER

Idaho Right includes accomplished change in source pursuant to Section 42-1425,
Code.

QUANTITY: 0.470 CFS

*Should be 1.46 cfs plus sample Orr right 27-51 of 1.6
for a total of $\frac{1.6}{1.6} = 3.06$ cfs*

PRIORITY DATE: 07/01/1882

POINT OF DIVERSION:

T02S R38E S10 NWNESE Within BINGHAM County
T02S R38E S14 SENENW Within BINGHAM County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/15 10/31	0.470 CFS
STOCKWATER	01/01 12/31	0.110 CFS

PLACE OF USE:

IRRIGATION Within BINGHAM County

T02S R38E S10	NESW	4.7	T02S R38E S10	SWSW	4.7
T02S R38E S10	NESE	1.2	T02S R38E S10	NWSE	13.0

STOCKWATER Within BINGHAM County

T02S R38E S10	SWSE	T02S R38E S10	SESE
T02S R38E S14	NWNW	T02S R38E S15	NENE

23.6 ACRES TOTAL

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.



04/28/2005

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 27-51A

NAME AND ADDRESS: LLOYD STOLWORTHY LTD FAMILY PARTNERSHIP
182 HARTERT DR
IDAHO FALLS ID 83404

SOURCE: JONES CREEK
WOLVERINE CREEK
TRIBUTARY: WOLVERINE CREEK
TRIBUTARY: BLACKFOOT RIVER
Right includes accomplished change in source pursuant to Section 42-1425, Idaho Code.

QUANTITY: 0.470 CFS

PRIORITY DATE: 07/01/1882

POINT OF DIVERSION:

T02S R38E S10 NWNESE Within BINGHAM County
T02S R38E S14 SENENW Within BINGHAM County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/15 10/31	0.470 CFS
STOCKWATER	01/01 12/31	0.110 CFS

PLACE OF USE: IRRIGATION Within BINGHAM County

T02S R38E S10	NESW	4.7	T02S R38E S10	SWSW	4.7
T02S R38E S10	NESE	1.2	T02S R38E S10	NWSE	13.0

STOCKWATER Within BINGHAM County

T02S R38E S10	SWSE	T02S R38E S10	SESE
T02S R38E S14	NWNW	T02S R38E S15	NENE

23.6 ACRES TOTAL

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

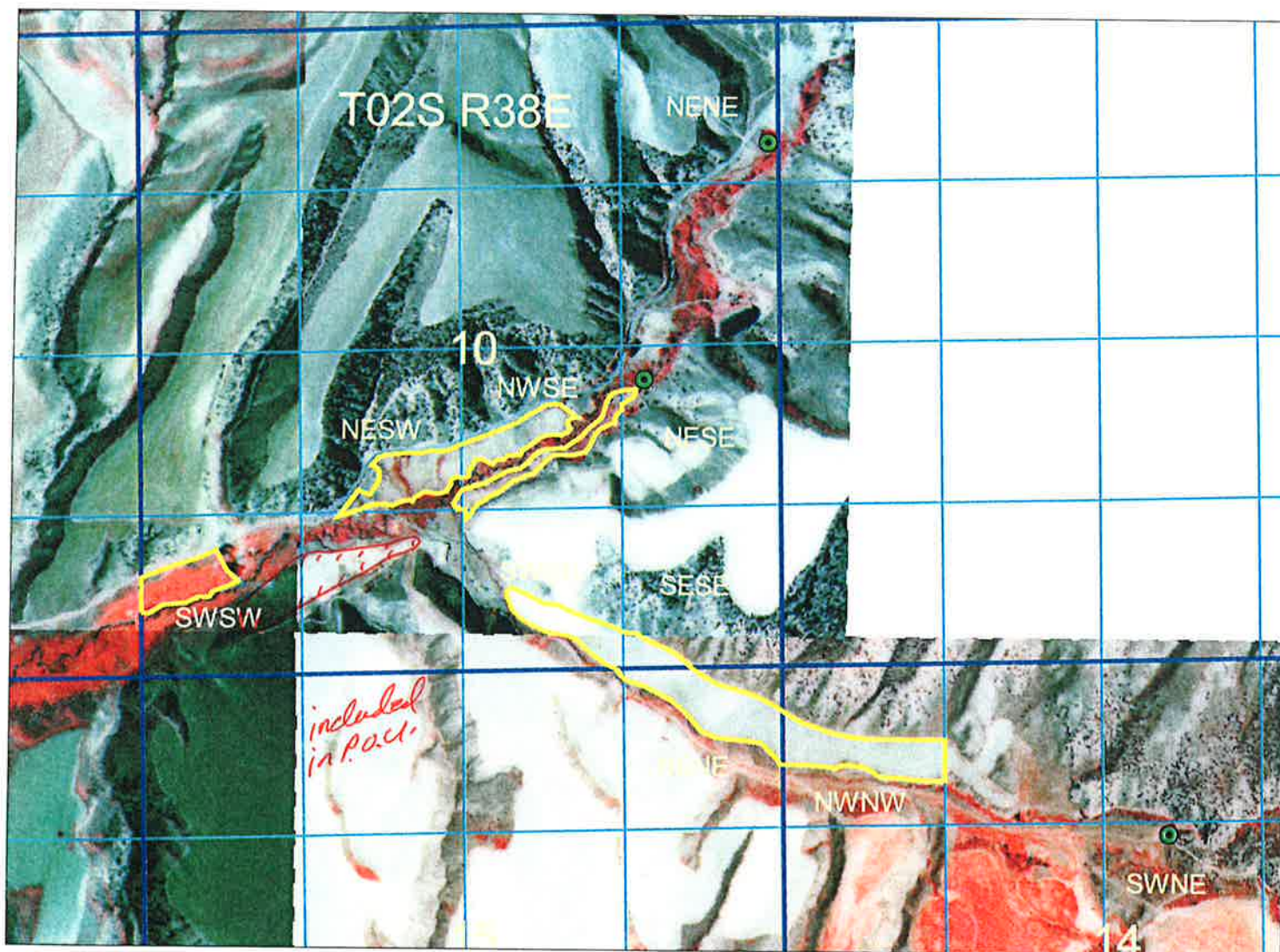
EXPLANATORY MATERIAL: Decreed

Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.

Department of Water Resources Eastern Region



Claim No.: 27-51A and 27-11918



0 660 1320 1980 2640 Feet



- Point of Diversion
- Place of Use
- Township/Range
- Sections
- QQ

SCANNED
JAN 13 2006



GIS Place of Use Illustration
1987 NAPP Photography
Prepared by: Kristin Moore
Date Prepared: September 2005



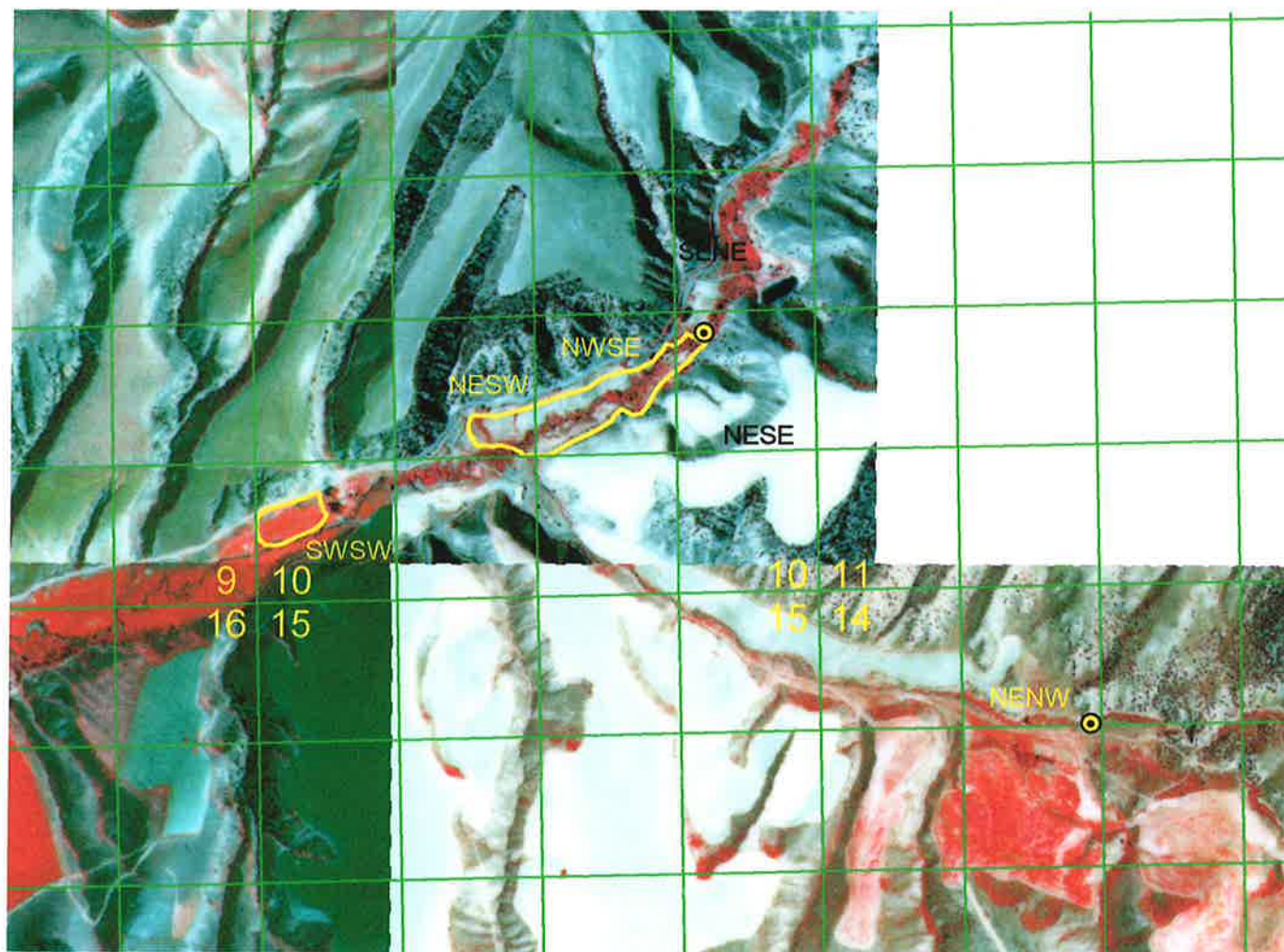
STATE OF IDAHO

Department of Water Resources

Eastern Region



Water Right(s) 27-51A & 27-11918



1000 0 1000 2000 Feet

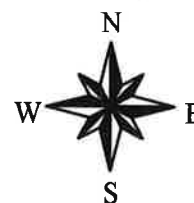
LEGEND

- ⊙ Point of Diversion
- Place of Use
- Townships
- Sections
- Quarter-Quarters

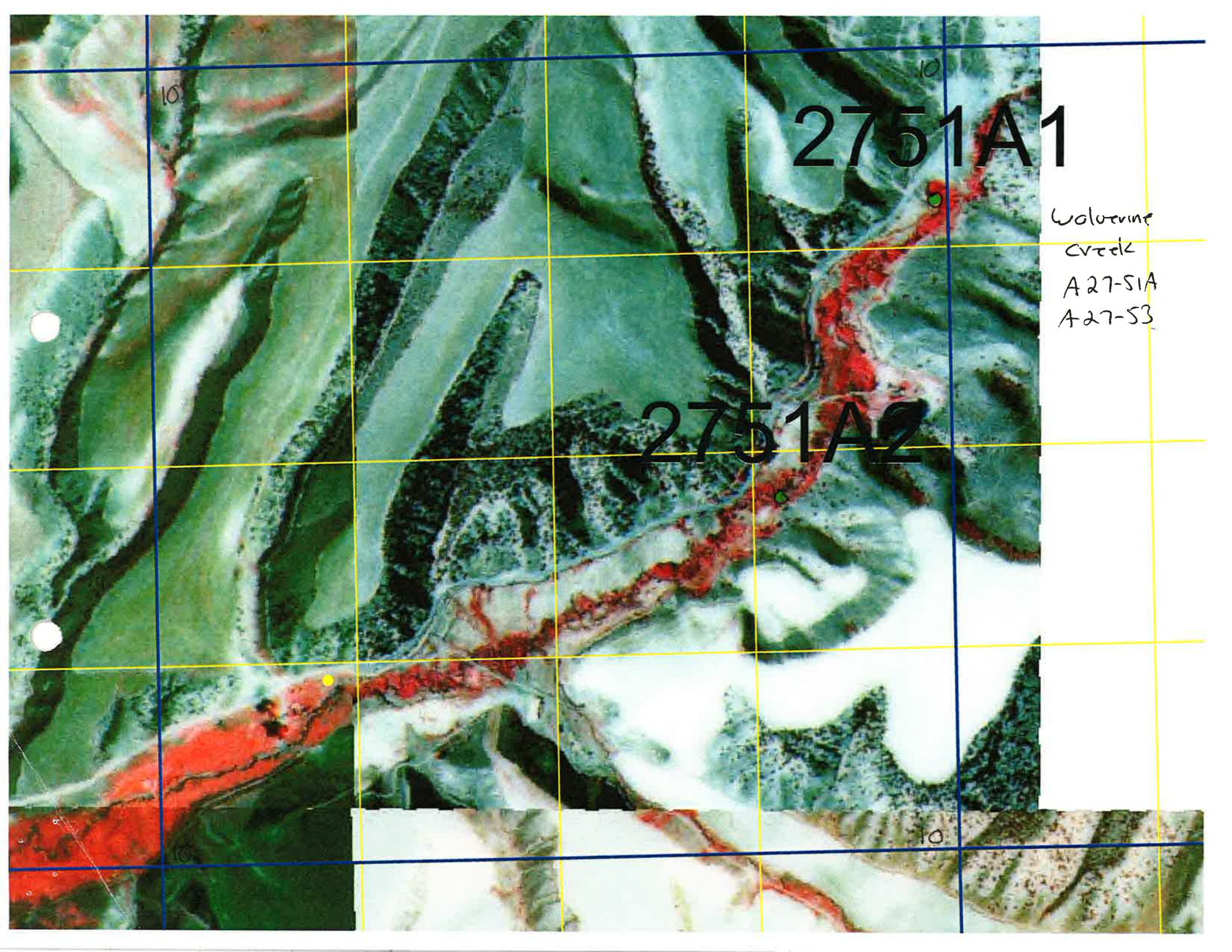
Place of Use: T2S, R38E:
(part of) Sec. 10, SWSW,
NESW, NWSE, NESE.

Point(s) of Diversion: T2S, R38E:
Sec. 10, NWNESE.
Sec. 14, SENENW.

IRRIGATED ACRES 23.6



GIS Place of Use Illustration
1987/88 NAPP Photography
Prepared by: B. Payne
Date: April 2005.

An aerial photograph of a river valley, likely the Wolverine Creek area. The image is overlaid with a grid consisting of blue and yellow lines. A prominent red line, possibly a road or a specific geological feature, runs diagonally across the valley. The terrain is a mix of green (vegetation) and light-colored (bare ground or snow). Two labels, '2751A1' and '2751A2', are placed on the image. To the right, there is handwritten text. The number '10' appears in the top right and bottom right corners of the grid.

2751A1

Wolverine
Creek

A27-S1A

A27-S3

2751A2



2751A3

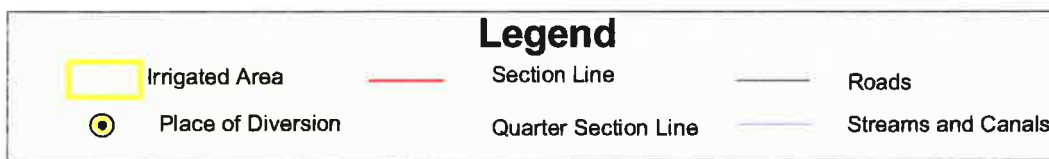
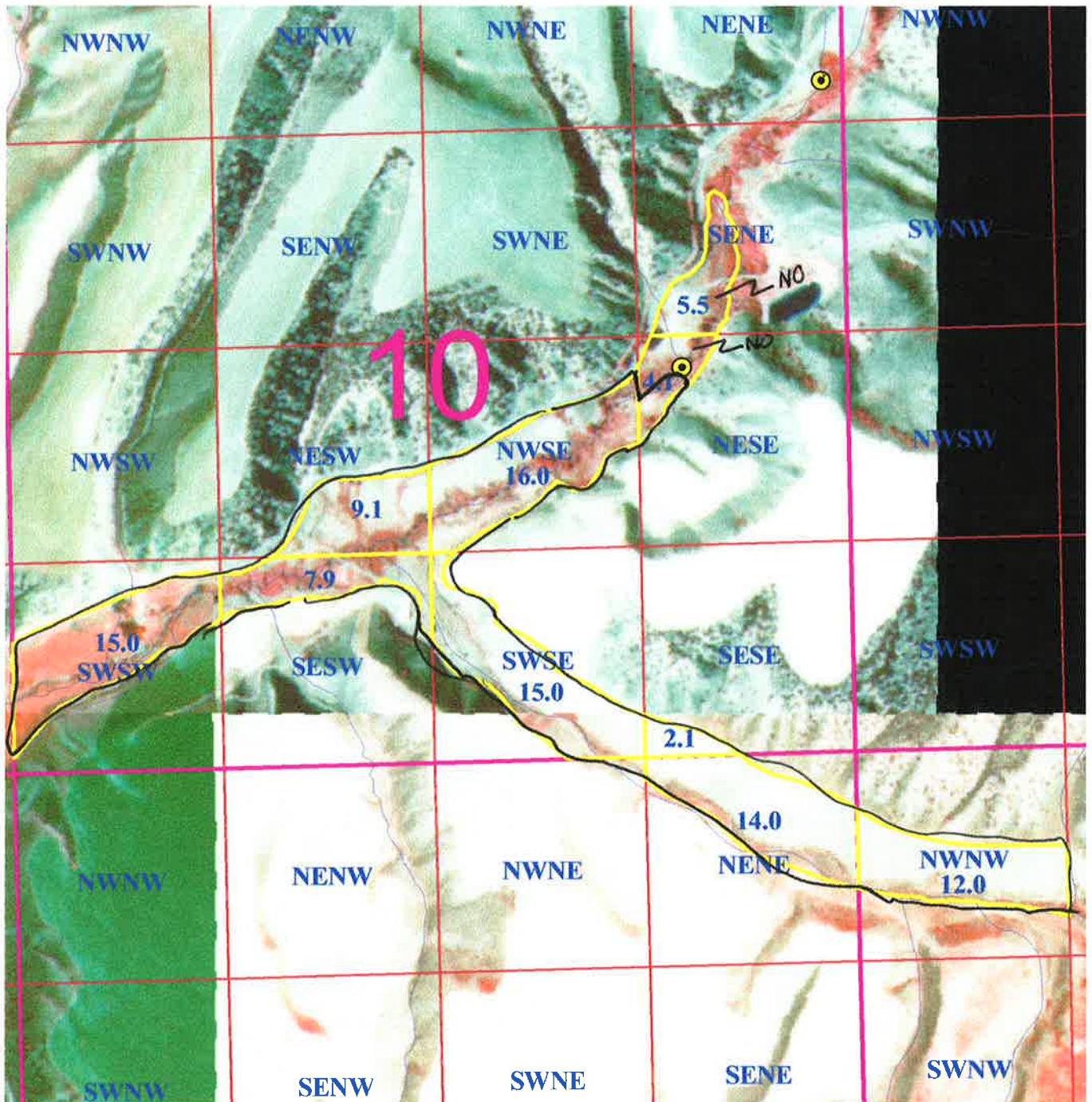
JONES
CREEK

A27-51A
A27-53

Water Right Claim Number 27-00053
Township , 2S38E

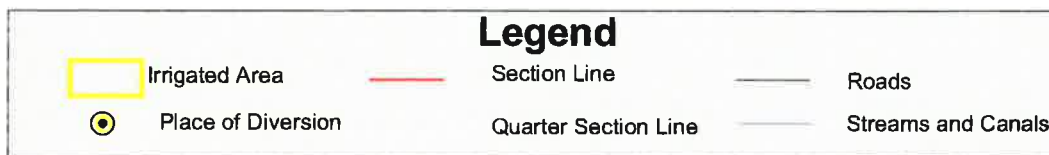
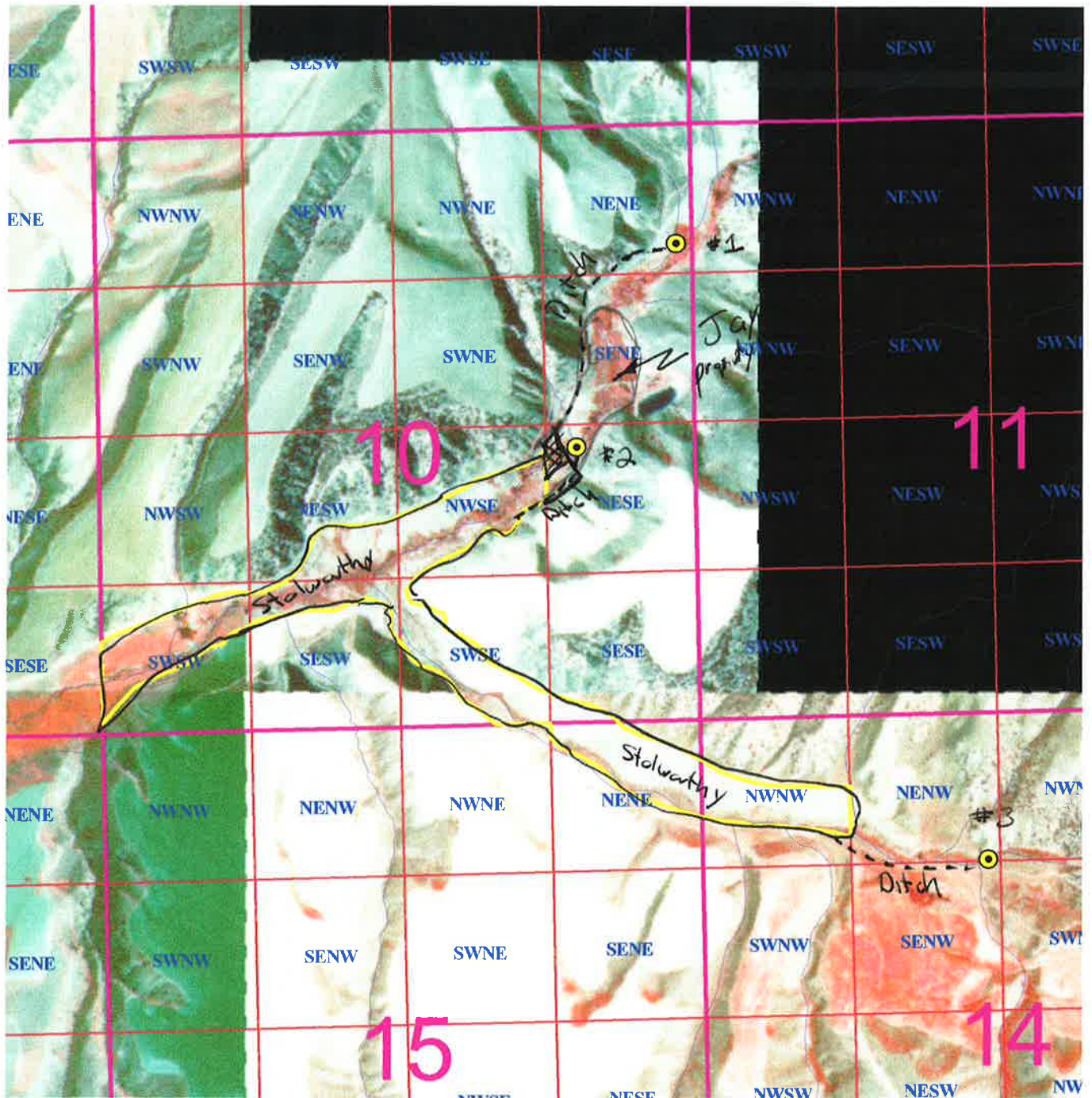
11/28/2000

MAP A



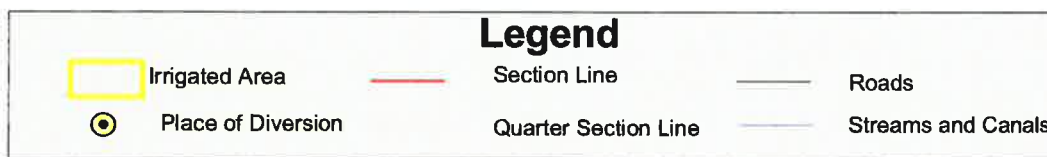
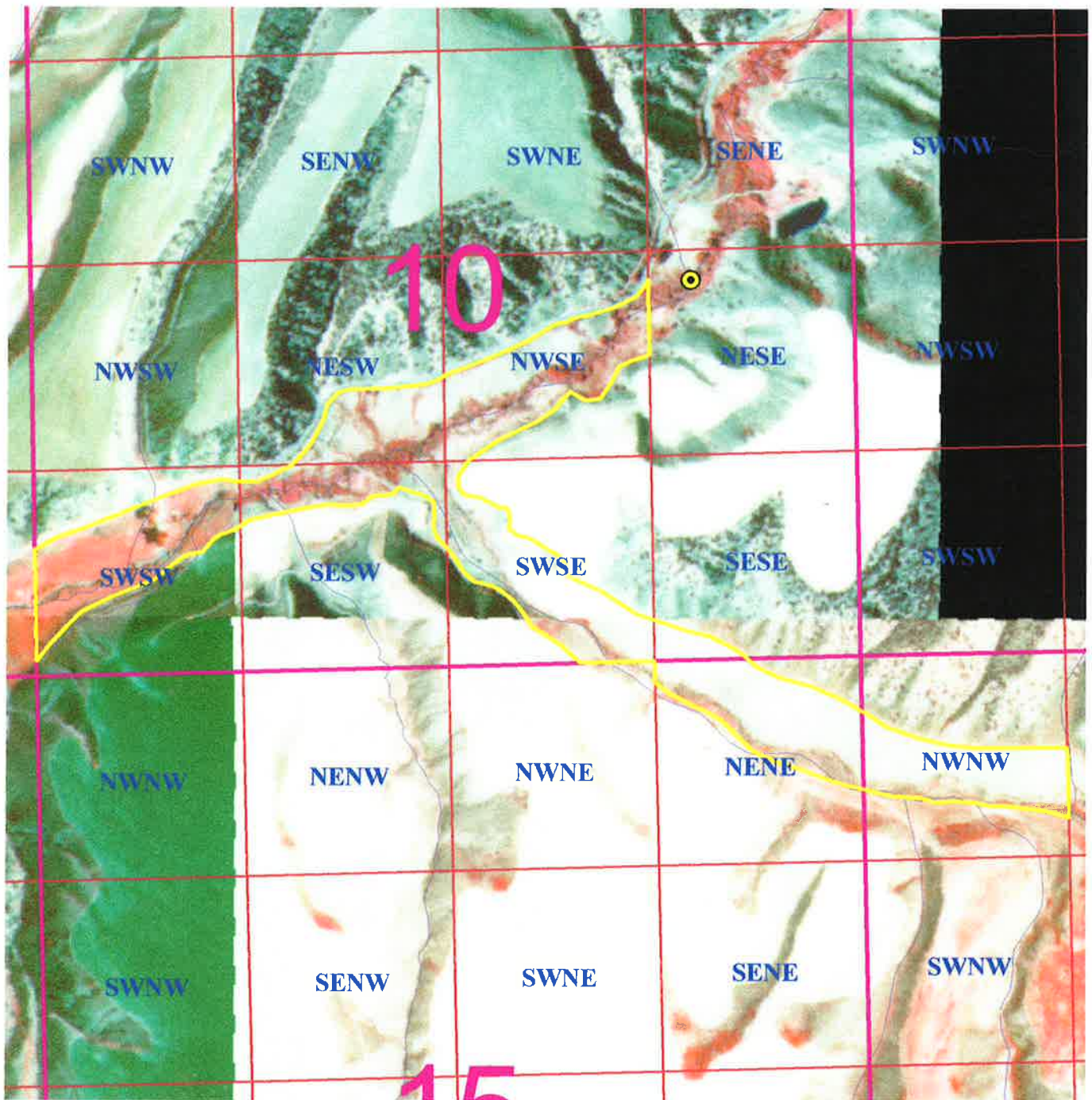
Water Right Claim Number 27-00051A
Township , 2S38E

11/27/2000



Water Right Claim Number 27-00051A
Township , 2S38E

11/27/2000





State of Idaho

DEPARTMENT OF WATER RESOURCES

15 W Center Street, Soda Springs, Idaho 83276-1575

Phone: (208) 547-3993 FAX: (208) 547-3939 www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Interim Director

February 22, 2007

Lloyd Stolworthy Family LTD Partnership
1525 E Wolverine RD
Firth, ID 83236

COPY

REF: SRBA Rights 27-51A, 27-55A and 27-11918

Subject: Basin 27 Objections to Irrigation Use

Dear Claimants:

This letter concerns the objection filed by the Shoshone-Bannock Tribes and/or the Bureau of Indian Affairs (collectively referred to as "the Tribal Objectors") to your water right in the Snake River Basin Adjudication (SRBA) and the concurrence of the Idaho Department of Water Resources (IDWR) in a proposed settlement agreement to resolve the objection.

It is IDWR's understanding that you have agreed to settle the volume objection made by the Tribal Objectors to your water right by including a specific total annual volume limit on your irrigation water right. Recently, the Tribal Objectors requested that IDWR concur in the settlement agreement. IDWR is reluctant to concur in such settlements because of a lack of information regarding actual diverted volumes in Basin 27. If a volume limit is to be included in a water right, IDWR wants to make sure that the volume limit is as accurate as possible. To this end, IDWR is currently in the process of implementing a study intended to provide a basis for determining diverted volumes in Basin 27. Still, IDWR realizes that that some water users might have information that would provide actual diverted volumes for their water rights, thus eliminating the need to wait for completion of the study. As such, IDWR is requesting any information you have to support historical diversion amounts for your water right. If you have any such information, please send it to the address listed above.

SCANNED
JUN 06 2007

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

Respectfully,

Cindy E. Bird
Adjudication Bureau

CC: BIA, U.S. Dept. Of Justice
Jeanette Wolfley, Shoshone-Bannock Tribes
State Of Idaho, David Barber
Garrick Baxter, Deputy Attorney General

SCANNED
JUN 06 2007

PEDIGREE

PRIORITY DATE

07/01/1882

27-51 |

27-51a

27-51(wr)

27-51b

water right

water right
27-51

adjudication
27-51a
27-51b

kmj 07/18/2006

Claim no. A27-51A + A27-53
(A27-11918)

Claimant Contact Log

Date 8-8-2005 Remarks Agent initials

WJF

I met with Kelly Bingham, Peggy Stalworthy's son on-site on 8-8-2005.

Kelly stated all 3 pad.s have been in use prior to 1987.

P.O.D 275141 runs on up-hill side of field & waters down to field. (upper Wolverine)

P.O.D 275142 washed out in 1997 & 2000. It will be rebuilt.

P.O.D 275143 (Jours Creek) washed out in early 1990's & it too will be rebuilt.

(A) Map was modified to show Stalworthy irrigated ground boundaries. Ground is rolling pasture ground. cfs requirement could be over 0.02 cfs/acre to adequately flood this ground.

SCANNED

JAN 13 2006

PROFILES



A27-51A → A27-53 JONES CREEK D.O.D, GPS FILE # 2751A3

Ditch washed out in early 1990's. will be rebuilt

GPS data - 2664972 - MAP #3
1340748

Ditch thru
Willows



A27-51A + A27-53 - Lower P.O.D, Wolverine Creek

Ditch to left, washed out in 1997 + 2000.

Will be rebuilt. GPS # 2751A2

GPS data - 2663641 - Map #2
1341867

GPS
Tag



A27-S1A + A27-S3 Upper POD, Wolverine Creek

GPSTag A0015934 GPS data - 2663949
1342466

GPS File # 2752A1 - Map # 1



State of Idaho

DEPARTMENT OF WATER RESOURCES

15 West Center Street, Soda Springs, ID 83276

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

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

25 July 2005

COPY

Peggy M. Stolworthy
1525 E. Wolverine Rd
Firth, ID 83236

Re: Snake River Basin Adjudication (SRBA) Claims 27-51A, 27-55A, 27-11918
Lloyd Stolworthy Ltd Family Partnership
Subject: Notice of Errors and Address change

Dear Claimant(s):

Thank you for returning the Notice of Errors for the above referenced claims. However, they were not signed. Therefore, I am returning them to you for the signature of the authorized agent. There is a note in the file that a field exam is needed. During this portion of the adjudication process, it is necessary to have a signed copy of the Notice of Error in the file that contains notations on the portion of the claim that you do not agree with. After we receive the signed Notice of Errors, we can then proceed with setting up a field exam.

Although I am addressing this letter to the Firth address, the address on file is 182 Hartert Dr. in Idaho Falls. If you desire to have the Firth address as the contact address and you as their agent, please make a notation on each of the Notice of Error forms before you return them to this office.

Our agent will be in contact with you to address your disagreements with the claims. If you have any questions, please let me know. Thank you.

Sincerely,

Barbara Payne

Enclosure:

Notice of Error 27-51A
Notice of Error 27-55A
Notice of Error 27-11918

05/16/2005

NOTICE OF ERROR
REPLY

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS:

Water right number: 27-51A

LLOYD STOLWORTHY LTD FAMILY PARTNERSHIP
182 HARTERT DR
IDAHO FALLS ID 83404
Telephone Number: (208) 522-0623

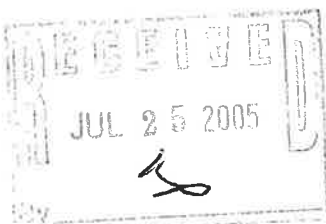
1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source): *I- Do not agree with the amount of water.*
2. Describe the changes you wish to make in the proposed recommendation:
I- propose to change the cfs to proper right 87-51 - The Sample Orr right.
3. Give a brief explanation as to why you disagree with these portions:
I- Disagree because of improper totals from now and former adjudication

☐ I AGREE with this proposed recommendation: no changes need to be made.

DATE: _____ SIGNATURE: _____

Please print your name: _____

IDWR Regional Office, 900 N Skyline Dr Ste A, Idaho Falls, ID 83402, 2085257161



05/16/2005

NOTICE OF ERROR
REPLY

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS:

Water right number: 27-51A

Address
change:

LLOYD STOLWORTHY LTD FAMILY PARTNERSHIP

~~102 HARTERT DR~~

~~IDAHO FALLS ID 83404~~

Telephone Number: (208) ~~522-0623~~

1525 E Wolverine Rd.
Firth, ID 83236

9/0 Peggy Stolworthy

346.6503

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source): I- Do not agree with the amount of water,

2. Describe the changes you wish to make in the proposed recommendation:
I-propose to change the cfs to proper right 87-51 - The Sample Orr right,

3. Give a brief explanation as to why you disagree with these portions:
I- Disagree because of improper totals from now and former adjudication

☐ I AGREE with this proposed recommendation: no changes need to be made.

DATE: 7/26/05

SIGNATURE:

Peggy Stolworthy, general partner
Peggy Stolworthy

Please print your name:

IDWR Regional Office, 900 N Skyline Dr Ste A, Idaho Falls, ID 83402, 2085257161



27.51A

FLYING A RANCH
PEGGY M STOLWORTHY

1525 E Wolverine Rd
Firth ID 83236
208.346.6503
208.346.6967
pmsday@srv.net

July 20, 2005

Dear Cindy,

This is in reference to our conversation on June 7 in which we discussed the preliminary report on the Lloyd Stolworthy Partnership water right claims. It was decided that it was best that we get together and look over the areas in discussion. Would you please call us at your convenience and we will set up a time to get together with you. Please call 208.346.6503.

Sincerely,



Peggy Stolworthy
General Partner Lloyd Stolworthy Partnership





State of Idaho

DEPARTMENT OF WATER RESOURCES

15 West Center Street, Soda Springs, ID 83276

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

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

Lloyd Stolworthy LTD Partnership
182 Hartert Drive
Idaho Falls, Idaho 83404

January 13, 2004

Re: Snake River Basin Adjudication (SRBA)
Claims A27-51A & A27-11918

Subject: CHANGES IN THE POINT OF DIVERSION (POD),
AND SOURCE

RESPONSE DATE: February 13, 2004

COPY

Dear Claimant(s):

Our office is reviewing your above referenced Notice of Claims and need some additional in-formation to recommend your claims to the SRBA Court.

A water right owner who has made changes in the point of diversion (POD), and source of a water right prior to the commencement of the SRBA without prior IDWR approval may claim the change in the SRBA. IDWR may recommend a right as changed, however, only if the changes meet certain requirements. One of those requirements is that the changes not result in injury to another water user.

Before we can recommend your claims, you must provide us with the date the changes were made and some evidence tending to support the changes. If the changes occurred prior to November 19, 1987, then the date must include the month, day and year the change occurred. If the change occurred after November 19, 1987, then no date or evidence is required and the claim will be recommended as it was prior to November 19, 1987.

Also, is the stock watering in-stream or diverted to a trough and what source is used for stock water?

This office must receive your response by the response date shown above. If no response is received then your claim to Water Rights 27-51A and 27-11918 will not be recommended to be decreed.

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

Respectfully,

Cindy E. Bird
Adjudication Agent

CEB/pb

Notes

9-15-03
File content of 27-51 copied
to both A+B. BT

27-51

1.6

A 1.46

B 0.16

1-13-04 No limit in decree for SOL. Priority 7-1-1882
80 inches (1.6 cfs). No purpose described
in the decree. No POD or POU Listed in the decree.

Issues:

1. IS stock water instream or is it diverted
to troughs?

2. When was the POD on Jones Creek
added?

1-14-04 Sent clarification letter on change in POD & source
to claimant. PB

7-25-05 Received NOB, BT

7-25-05 Returned NOB for signature. BT

INTER-DEPARTMENT MEMO

TO: Pauline/Barbara

FROM: Cindy

27-11918 - 51A

SUBJECT: 27-11919, 51B

DATE: 1-13-04

Please draft a letter to claimants requesting
information on when the POD and source
was changed and evidence to support the change.
Also, find out if the stock watering is instream
or diverted to a trough. What source is used for
stock water?

Place Of Use Data Entry Form

Claim Number: A27-51A☐ Use Claimed POU as Recommended POU

Claimed Place of Use

Twp	Rge	Sec	QQ	Q	County	Lot Num	Acres	Purpose of Use

Total Acres _____

Recommended Place of Use

Twp	Rge	Sec	QQ	Q	County	Lot Num	Acres	Purpose of Use
TS	38E	14	NW	NW	Bingham		-	Stock water.
		15	NENE		"		-	Stockwater.
		10	SESE		"		-	"
		10	SWSE		"		-	"

Total Acres 23.6 acres

Document how the POU was verified:

Transfers Changing POU _____

Reviewer: _____

Date: _____

Period of Use and Quantity Data Entry FormClaim Number: A27-51A☐ 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.	4/15	10/31	0.47	
Stock	4/1	12/31	0.11	

Overall Diversion Rate 0.47 Overall Diversion Volume _____

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

As per decree.

Reviewer: CBDate: 4/28/09

Map Unit Description (ID)

Bingham Area, Idaho

TNG - Tetonia silt loam, steep

Mean annual precipitation: 13 to 18 inches
Mean annual temperature: 37 to 41 degrees F

Frost-free period: 50 to 100 days
Farmland class: Not prime farmland

Tetonia and similar soils

Extent: about 80 percent of the unit
Landform(s):
Slope gradient: 30 to 60 percent
Parent material: loess
Restrictive feature(s): none
Seasonal high water table: greater than 60 inches
Flooding frequency: none
Ponding frequency: none

Soil loss tolerance (T factor): 5
Wind erodibility group (WEG): 5
Wind erodibility index (WEI): 56
Land capability class, non-irrigated: 7e
Land capability class, irrigated:
Drainage class: well drained
Hydric soil class: no
Hydrologic group: B

Representative soil profile:

	Texture	Permeability	Available Water Capacity	pH	Kw	Kf
A -- 0 to 18 in	silt loam	moderate	3.4 to 3.8 in	6.6 to 7.8	.37	.37
Bw1 -- 18 to 26 in	silt loam	moderate	1.5 to 1.7 in	6.6 to 7.8	.43	.43
Bk2 -- 26 to 60 in	silt loam	moderate	5.8 to 6.4 in	7.9 to 9.0	.49	.49

Ecological Site / Plant Association: LOAMY 13-16 ARTRV/PSSP6 (R013XY001ID)

Map Unit Description (ID)

Bingham Area, Idaho

ArD - Araveton loam, 4 to 12 percent slopes

Mean annual precipitation: 12 to 16 inches
Mean annual temperature: 39 to 46 degrees F

Frost-free period: 80 to 110 days
Farmland class: Not prime farmland

Araveton and similar soils

Extent: about 100 percent of the unit
Landform(s):
Slope gradient: 4 to 12 percent
Parent material: residuum weathered from rhyolite
Restrictive feature(s): none
Seasonal high water table: greater than 60 inches
Flooding frequency: none
Ponding frequency: none

Soil loss tolerance (T factor): 5
Wind erodibility group (WEG): 5
Wind erodibility index (WEI): 56
Land capability class, non-irrigated: 3e
Land capability class, irrigated:
Drainage class: well drained
Hydric soil class: no
Hydrologic group: B

Representative soil profile:

	Texture	Permeability	Available Water Capacity	pH	Kw	Kf
A -- 0 to 7 in	loam	moderate	1.1 to 1.3 in	6.6 to 8.4	.32	.32
Bk1 -- 7 to 52 in	stony loam	moderate	5.8 to 6.7 in	6.6 to 8.4	.20	.37
Bk2 -- 52 to 66 in	very stony loam	moderate	1.0 to 1.3 in	6.6 to 8.4	.20	.37

Ecological Site / Plant Association: LOAMY 13-16 ARTRV/PSSP6 (R013XY001ID)

Map Unit Description (ID)

Bingham Area, Idaho

HYG - Hymas extremely stony loam, steep

Mean annual precipitation: 11 to 16 inches

Frost-free period: 60 to 110 days

Mean annual temperature: 39 to 45 degrees F

Farmland class: Not prime farmland

Hymas and similar soils

Extent: about 80 percent of the unit

Landform(s):

Slope gradient: 30 to 60 percent

Parent material: colluvium and/or residuum weathered from limestone

Restrictive feature(s): bedrock (lithic) at 10 to 20 inches

Seasonal high water table: greater than 60 inches

Flooding frequency: none

Ponding frequency: none

Soil loss tolerance (T factor): 1

Wind erodibility group (WEG): 8

Wind erodibility index (WEI): 0

Land capability class, non-irrigated: 7s

Land capability class, irrigated:

Drainage class: well drained

Hydric soil class: no

Hydrologic group: D

Representative soil profile:			Texture	Permeability	Available Water Capacity	pH	Kw	Kf
A --	0 to 7 in	stony loam		moderate	0.5 to 0.7 in	7.4 to 8.4	.17	.37
C --	7 to 18 in	gravelly loam		moderate	0.6 to 0.8 in	7.4 to 8.4	.17	.43
R --	18 to 28 in	unweathered bedrock		---				

Ecological Site / Plant Association: SHALLOW STONY 12-16 ARAR8/PSSP6 (R013XY014ID)

Map Unit Description (ID)

Bingham Area, Idaho

NEF - Newdale silt loam, hilly

Mean annual precipitation: 11 to 13 inches
Mean annual temperature: 39 to 45 degrees F

Frost-free period: 90 to 126 days
Farmland class: Not prime farmland

Newdale and similar soils

Extent: about 80 percent of the unit
Landform(s):
Slope gradient: 20 to 30 percent
Parent material: loess
Restrictive feature(s): none
Seasonal high water table: greater than 60 inches
Flooding frequency: none
Ponding frequency: none

Soil loss tolerance (T factor): 5
Wind erodibility group (WEG): 5
Wind erodibility index (WEI): 56
Land capability class, non-irrigated: 6e
Land capability class, irrigated: 2e
Drainage class: well drained
Hydric soil class: no
Hydrologic group: B

Representative soil profile:

	Texture	Permeability	Available Water Capacity	pH	Kw	Kf
A -- 0 to 13 in	silt loam	moderate	2.5 to 2.7 in	7.4 to 7.8	.43	.43
Bk -- 13 to 60 in	silt loam	moderate	8.9 to 9.8 in	7.9 to 9.0	.49	.49

Ecological Site / Plant Association: LOAMY 8-12 ARTRW8/PSSP6 (R011BY001ID)

Map Unit Description (ID)

Bingham Area, Idaho

WHG - Wahtigup stony loam, steep

Mean annual precipitation: 11 to 15 inches
Mean annual temperature: 39 to 45 degrees F

Frost-free period: 80 to 110 days
Farmland class: Not prime farmland

Wahtigup and similar soils

Extent: about 80 percent of the unit
Landform(s):
Slope gradient: 30 to 60 percent
Parent material: colluvium derived from limestone
Restrictive feature(s): none
Seasonal high water table: greater than 60 inches
Flooding frequency: none
Ponding frequency: none

Soil loss tolerance (T factor): 4
Wind erodibility group (WEG): 5
Wind erodibility index (WEI): 56
Land capability class, non-irrigated: 7e
Land capability class, irrigated:
Drainage class: well drained
Hydric soil class: no
Hydrologic group: B

Representative soil profile:			Texture	Permeability	Available Water Capacity	pH	Kw	Kf
A --	0 to 9 in	stony loam		moderate	1.3 to 1.4 in	7.4 to 8.4	.28	.43
B --	9 to 28 in	gravelly loam		moderate	1.9 to 2.5 in	7.9 to 8.4	.28	.48
C1 --	28 to 45 in	cobbly loam		moderate	1.7 to 2.2 in	7.9 to 8.4	.20	.43
2C2 --	45 to 60 in	gravel		moderately rapid	0.3 to 0.6 in	7.9 to 8.4	.10	.10

Ecological Site / Plant Association: LOAMY 13-16 ARTRV/PSSP6 (R013XY001ID)

Map Unit Description (ID)

Bingham Area, Idaho

RHF - Ricrest stony loam, hilly

Mean annual precipitation: 16 to 20 inches

Mean annual temperature: 39 to 46 degrees F

Frost-free period: 50 to 100 days

Farmland class: Not prime farmland

Ricrest and similar soils

Extent: about 100 percent of the unit

Landform(s):

Slope gradient: 20 to 30 percent

Parent material: colluvium derived from limestone

Restrictive feature(s): none

Seasonal high water table: greater than 60 inches

Flooding frequency: none

Ponding frequency: none

Soil loss tolerance (T factor): 3

Wind erodibility group (WEG): 6

Wind erodibility index (WEI): 48

Land capability class, non-irrigated: 6e

Land capability class, irrigated:

Drainage class: well drained

Hydric soil class: no

Hydrologic group: B

Representative soil profile:

Texture

Permeability

Available Water Capacity

pH

Kw

Kf

A --	0 to 9 in	stony loam	moderate	1.4 to 1.4 in	7.4 to 7.8	.24	.37
Bw --	9 to 27 in	clay loam	moderate	3.1 to 3.3 in	7.4 to 8.4	.24	.32
Bk --	27 to 60 in	gravelly loam	moderate	4.9 to 5.6 in	7.4 to 8.4	.24	.49

Ecological Site / Plant Association: STEEP SLOPE 16-22 ARTRV/PSSP6 (R013XY003ID)

Map Unit Description (ID)

Bingham Area, Idaho

NdE - Newdale silt loam, 12 to 20 percent slopes

Mean annual precipitation: 11 to 13 inches

Frost-free period: 90 to 126 days

Mean annual temperature: 39 to 45 degrees F

Farmland class: Not prime farmland

Newdale and similar soils

Extent: about 80 percent of the unit

Landform(s):

Slope gradient: 12 to 20 percent

Parent material: loess

Restrictive feature(s): none

Seasonal high water table: greater than 60 inches

Flooding frequency: none

Ponding frequency: none

Soil loss tolerance (T factor): 5

Wind erodibility group (WEG): 5

Wind erodibility index (WEI): 56

Land capability class, non-irrigated: 4e

Land capability class, irrigated: 6e

Drainage class: well drained

Hydric soil class: no

Hydrologic group: B

Representative soil profile:

Texture

Permeability

Available
Water Capacity

pH

Kw

Kf

A -- 0 to 13 in silt loam

moderate

2.5 to 2.7 in

7.4 to 7.8

.43

.43

Bk -- 13 to 60 in silt loam

moderate

8.9 to 9.8 in

7.9 to 9.0

.49

.49

Ecological Site / Plant Association: LOAMY 8-12 ARTRW8/PSSP6 (R011BY001ID)

Map Unit Description (ID)

Bingham Area, Idaho

NdD - Newdale silt loam, 4 to 12 percent slopes

Mean annual precipitation: 11 to 13 inches

Frost-free period: 90 to 126 days

Mean annual temperature: 39 to 45 degrees F

Farmland class: Not prime farmland

Newdale and similar soils

Extent: about 80 percent of the unit

Landform(s):

Slope gradient: 4 to 12 percent

Parent material: loess

Restrictive feature(s): none

Seasonal high water table: greater than 60 inches

Flooding frequency: none

Ponding frequency: none

Soil loss tolerance (T factor): 5

Wind erodibility group (WEG): 5

Wind erodibility index (WEI): 56

Land capability class, non-irrigated: 3e

Land capability class, irrigated: 4e

Drainage class: well drained

Hydric soil class: no

Hydrologic group: B

Representative soil profile:

Texture

Permeability

Available Water Capacity

pH

Kw

Kf

A -- 0 to 13 in silt loam

moderate

2.5 to 2.7 in

7.4 to 7.8

.43

.43

Bk -- 13 to 60 in silt loam

moderate

8.9 to 9.8 in

7.9 to 9.0

.49

.49

Ecological Site / Plant Association: LOAMY 8-12 ARTRW8/PSSP6 (R011BY001ID)

Map Unit Description (ID)

Bingham Area, Idaho

RHG - Ricrest stony loam, steep

Mean annual precipitation: 16 to 20 inches
Mean annual temperature: 39 to 46 degrees F

Frost-free period: 50 to 100 days
Farmland class: Not prime farmland

Ricrest and similar soils

Extent: about 80 percent of the unit
Landform(s):
Slope gradient: 30 to 60 percent
Parent material: colluvium derived from limestone
Restrictive feature(s): none
Seasonal high water table: greater than 60 inches
Flooding frequency: none
Ponding frequency: none

Soil loss tolerance (T factor): 3
Wind erodibility group (WEG): 6
Wind erodibility index (WEI): 48
Land capability class, non-irrigated: 7e
Land capability class, irrigated:
Drainage class: well drained
Hydric soil class: no
Hydrologic group: B

Representative soil profile:

	Texture	Permeability	Available Water Capacity	pH	Kw	Kf
A -- 0 to 9 in	stony loam	moderate	1.4 to 1.4 in	7.4 to 7.8	.24	.37
Bw -- 9 to 27 in	clay loam	moderate	3.1 to 3.3 in	7.4 to 8.4	.24	.32
Bk -- 27 to 60 in	gravelly loam	moderate	4.9 to 5.6 in	7.4 to 8.4	.24	.49

Ecological Site / Plant Association: STEEP SLOPE 16-22 ARTRV/PSSP6 (R013XY003ID)

[illegible]

[illegible]

No R&D

Basin No.	Sequence Number	Split Suffix	Name	yyyy-mm-dd Priority Date	Useage	Other Water Rights Used	S=Stevens	Stevens Decree #	Total CFS			
27	51	B	Stolworthy, Jay	1882-07-01	irrigation/stock	27-53	s	51	0.15			
27	51	A	Stolworthy, Lloyd Family Ptn. LTD	1882-07-01	irrigation/stock	27-53	s	51	1.57			
							2	51	1.72	1.60	(0.12)	80

15 West Center
Soda Springs, ID 83276
Phone (208) 547-3993
FAX (208) 547-3939

Idaho Department of Water Resources

Fax

To: Candice McHugh

From: Cindy Bird

Fax: 327-5400

Pages: 5

Phone:

Date: 2/27/2004

Re: 27-51 AND 27-53

CC:

Hi Candice,

Please review these documents and let me know if there is a possibility of a posted notice for James Briley and will the error in the recording of 27-51 & 53 with the source as Blackfoot instead of Wolverine Creek be a problem.

List of documents attached:

1. Bingham Co Abstract No. 2, Water Location of James Briley
2. Bingham Co. Abstract No. 5, Stevens Decree 27-51 & 27-53.
3. Bingham Co. Abstract No. 9, Warranty Deed: Sample Orr to Emiline Orr
4. Bingham Co. Abstract No. 4, Quitclaim deed: James Brilely to Sample Orr.

Thanks.

Cindy

FAXED
2/27/04 CB

Second Fax 3-3-04
4:10 PM/BT

Cindy -

Here are the warranty checks
I believe you needed. If
you have any questions
please call.

Thank you,

Peggy Stolworthy

Robyn Bingham 346-6503

Email ~~joa~~iperhills@earthlink.
net

or

Peggy Stolworthy 346-6503

Email pmsday@srv.net

Fax 346-6967



STOLWORTHY TIMELINE

- 8/1/1891 District Court Order Stevens vs Eastern Idaho Water
Sample Orr, 7/1/1882, 80 inches
Daniel M. Taylor, 4/1/1888, 10 inches
- 9/30/1889 QuitClaim Deed, James Briley to Sample Orr.
Both banks of Wolverine Creek, known as the Briley Ranch
being the same James Briley filed Desert Entry 5/1/1885
and wife filed homestead on 9/26/1889.
All water ditches, water rights and improvements
- 8/24/1897 Warranty Deed, Sample Orr to Emiline Orr.
160 acres both side of Wolverine Creek. All lands formerly
claimed by James Briley and that claimed by Daniel Taylor
and all ditches and water right used in connection with said
property.
- 8/6/1904 QuitClaim Deed, Mary B. Killingsworth, Katie Chapman & John W.
Chapman to William R. Young.
240 acres, known as the Orr Ranch on both sides of the
Wolverine Creek also known as the Fornier or Peter Morris
Ranch and all lands claimed by James Briley and conveyed
to Sample Orr by deed 9/30/1889.
Also all land claimed by Daniel M. Taylor conveyed to Sample
Orr;
All lands claimed and appropriated by Sample Orr on
Wolverine Creek and adjoining the above described tracts;
All ditches and water rights that accompany the land recorded
in 8/1/1891 Decree.
- 9/11/1906 Decree of Distribution of Estate of Marshall Orr (died in 1900)
Undivided ½ interest to Marry B. Killingsworth and Katie
Chapman.
Description includes property of Emeline Orr, deceased,
140 acres known as the Orr Ranch lying on both sides of
Wolverine Creek also known as the Fournier or Peter
Morris Ranch, including all land claimed by James Briley
conveyed to Sample Orr by deed dated 9/30/1889.
Includes all ditches and water rights and particularly the
decreed water right in Wolverine Creek (refers back to
8/1/1891 Decree)
- 10/3/1906 QuitClaim Deed, Chas & Olivia Duer to William R. Young.

T2S, R38E, Section 10, 160 acres, known as Orr Ranch both side of the Wolverine Creek, land known as Forner or Peter Morris Ranch.

Refers back to land claimed by James Briley and conveyed to Sample Orr on 9/30/1889

Also adjoining land claimed by Daniel M. Taylor to Sample Orr;

Also land appropriated by Sample Orr on Wolverine Creek; Includes all ditches and water rights thereto appertaining and belonging decreed on 8/1/1891

6/5/1911

U. S. Patent. USA to William R. Jones

T2S, R38E, Section 15, 160 acres.

Any ditches and reservoirs recognized by local custom laws

3/19/1914

U.S. Patent USA to Mary A. Jones

T2S, R38E, Section 14, 120 acres;

Any ditches and reservoirs recognized by local custom laws

3/15/1916

Warranty Deed. W.R. & Lydia Young to W.E. Jones

T2S, R38E, Section 10, 40 acres, NE1/4 of the SE

3/21/1916

Warranty Deed. Deseret Savings Bank to William E. and W.R. Jones

T2S, R38E, Section 10, 160 acres

5/2/1918

Warranty Deed. William R. and Mary A. Jones to Rural D. Ziegler

T2S, R38E, (section 14) N1/2 of the NW1/4, th SE1/4 of the NW1/4, the W1/2 of the NE1/4 of Section 14;

T2S, R38E, (section 15) N1/2 of the NE 1/4 of Section 15.

All ditches, ditch rights of way and water rights thereto decreed water right of the grantors in the tributaries of Blackfoot River for irrigation.

5/2/1918

Warranty Deed, Rural D. & Lucy Ziegler to Hugh D. Mac Cosham.

1/2 interest in T2S, R38E, Section 14, N1/2(???), the SE ??? of the NW 1/4, the W 1/2 of the NE 1/4 of Section 14;

North 1/2 of the NE 1/4 of Section 15, same township and range.

All ditches, ditch-rights of way, and water rights thereto appertaining and belonging and particularly the decreed water rights in the tributaries of Blackfoot River for irrigation

5/15/1919

Warranty Deed, William E. and Ethel Jones, and W.R. Jones & Mary A. Jones to H. D. McCosham.

T2S, R38E, Section 10, 360 acres.

9/15/1920 U. S. Patrent. USA to Mabel Jones.
T2S, R38E, Section 15, 320 acres;
Subject to water rights and ditches and reservoirs used in
connection with such water right recognized by local
customs, laws and decisions of Court;
Excepting and reserving all phosphate

1/4/1927 U. S. Patent. USA To Madge Allen
T2S, R38E, Section 11, 320 acres.
Subject to water rights and rights to ditches and reservoirs
used in connection with such water rights recognized by
local customer

2/25/1927 Warranty Deed, John T. & Eva Hardy to R. D. Ziegler and H. D.
MacCosham
T2S, R38E, Section 22, E 1/2
T2S, R38E, Section 23, W 1/2 of SW 1/4
T2S, R38E, Section 27 NE 1/4 and the E 1/2 of NW 1/4

7/12/1927 Warranty Deed, Mabel Jones to R.D. Ziegler and H. D. MacCosham.
T2S, R38E, Section 15, 320 acres.

10/17/1928 U. S. Patent, USA to John T. Hardy
T2S, R38E, Section 22, N 1/2 of the SE 1/4 and the NE 1/4
T2S, R38E, Section 23, W 1/2 of the SW 1/4, 320 acres
Subject to water and rights to ditches and reservoirs used with
such water rights recognized by local customs
Reserved from land right of way and coal and other minerals

3/9/1929 Warranty Deed, Madge Allen to R. D. Ziegler
T2S, R38E, Section 10, SE 1/4 of the SE 1/4

10/4/1929 Warranty Deed, R. D. & Lucy Ziegler to H. D. MacCoaham
T2S, R38E, Section 10, E 1/2 of the NE 1/4, NW1/4 of the SE 1/4,
and N1/2 of the SW 1/4 and the S1/2 of the S1/2
T2S, R38E, Section 15, NE1/4, NE1/4 of NE1/4 and S1/2 of
NW1/4, NW1/4 of SE1/4, and N1/2 of SW1/4
T2S, R38E, Section 14, N1/2 of N1/2, and SW1/4 of NE1/4
and E1/2 of NW1/4
T2S, R38E, Section 22, E1/2
T2S, R38E, Section 23, W1/2 of the SW 1/4
T2S, R38E, Section 27, NE 1/4 and #1/2 of NW1/4
Together with all ditches, ditch rights of way and water and
water rights thereunto belonging

10/4/1929

Warranty Deed, R.D. & Lucy Ziegler to H. D. MacCosham
T2S, R38E, Section 10, E1/2 of the NE1/4, NW1/4 of SE1/4
and N1/2 of the SW1/4 and the S1/2 of the S1/2
T2S, R38E, Section 14, NE1/4, NE1/4 of N1/4, S1/2 of SE1/4
of NW1/4
T2S, R38E, Section 22, E1/2
T2S, R38E, Section 23, W1/2 of the SW 1/4
T2S, R38E, Section 27, NE1/4 and E1/2 of NW1/4
All ditches, ditch rights of way, water and water rights
belonging

1/18/1943

Warranty Deed, H. D. & Sue A. MacCosham to Leonard D. Cox
T2S, R38E, Section 10, S 1/2
T2S, R38E, Section 14, E 1/2 of the NE 1/4; the N1/2 of the
N1/2, and the SE1/4 of the NW1/4 and the SW1/4 of the
NE1/4
T2S, R38E, Section 15, NW1/4 of the NW1/4, the S1/2 of the
N1/2 and the N1/2 of the SW1/4 and the NW1/4 of the
SE1/4 and the N1/2 of the NE1/4
T2S, R38E, Section 27, NE1/4 and the E1/2 of the NW1/4
All water rights and ditches and rights of way as decreed to
Sample Orr for 80 inches in Wolverine Creek with priority
of July 1, 1882; Wolverine Creek, Jones Creek and in any
creeks and streams, to the water of which the first parties'
predecessors in interest acquired rights by decree, use or
in any manner for irrigation

9/18/1952

Warranty Deed, Cox to Stolworthy.
(The left edge of the document is missing. I'll only list the
sections.)
T2S, R38E, Sections 11, 13, 14, 15, 23, 24, 25
T2S, R39E, Sections 17, 8 or 18 or 28, 19, 20, 30
Comprises 2795.42 acres.

11/4/1953

(ASSUME IT IS A DEED) _____ and Gordon & Pearl Boyle to
E. A. Stolworthy & Sons
All in T2S, R38E,
Section 27, S1/2 of SW 1/4
Section 26, NW1/4 of SW1/4, and S1/2 of NW1/4, NW1/4 of
NW1/4
Section 27, SE1/4
Section 28, S1/2 of SE1/4 of SE1/4
Section 33, E1/2 E1/2
Section 34, N1/2 of the N1/2, S1/2 of the NW1/4,
SW1/4 NE1/4, N1/2 of SW1/4, SE1/4 of the SW1/4, W1/2
of SE1/4, NE1/4 of the SE1/4

10/25/1956 Warranty Deed, Wayne & Valene Everett and Edsil Ray & Maxine
 Everett to E. A. Stolworthy et al
 T2S, R38E, Sections 26, 35
 All ditch and water rights belonging to or used upon said
 premises and particularly 50 miner's inches from Cedar
 Creek

6/28/1960 Quitclaim Deed, Stolworthy, et al to Stolworthy, et al
 T2S, R37E, Sections 1, 2, 3, 4, 9
 T1S, R38E, Sections 29, 30, 31, 32, 33, 34
 T___S, R___E, Sections 3, 4, 6, 9, 10, 11, 13, 14, 15, 22, 23,
 24, 25, 26, 27, 28, 33, 34
 T2S, R39E, Sections 17, 18, 19, 20, 30
 T3S, R41E, Sections 23, 24
 T1N, R36E, Sections 16, 17, 18, 20, 21, 27, 28, 33, 34
 T1S, R36E, Sections 2, 3, 4, 9, 10, 11, 14, 15, 22
 (Note: There are small exception pieces.)

7/1/1960 Quitclaim Deed, Stolworthy et al to E. A. Stolworthy & Sons, Inc.
 T2S, R37E, Sections 1, 2, 3, 4, 9
 T1S, R38E, Sections 29, 30, 31, 32, 34
 T___S, R___E, Sections 3, 4, 5, 6, 7, 9, 10, 11, 13, 14, 15,
 22, 23, 24, 25, 26, 27, 28, 33, 34
 T2S, R39E, Sections 17, 18, 19, 20, 30
 T3S, R41E, Sections 23, 24
 T1N, R36E, Sections 16, 17, 18, 20, 21, 27, 28, 33, 34
 T1S, R36E, Sections 2, 3, 4, 9, 10, 11, 14, 22
 (Note: there are small exception pieces.)

B. Payne

Warranty Deed # 95 - 7

Original rights for Cedar Creek - however understand Ronald Jensen may have received some of these rights through a claim made by himself. S26 & S35

Warranty Deed - Gordon Boyle etc.

Other rights received on Cedar Creek.

Quit Claim Deed # 106-34

E.A. & Sons to E.A. & Sons Inc. silently conveys water rights.

Quit Claim Deed # 106-33

Starts E.A. & Sons land which then transfers to above quit claim #106-33.

Water Location of James Briley -

80 acres irrigated from 200 inches. from 2 ditches.

Quit Claim Deed

James & Rebecca Briley to Sample Orr - conveyed rights.

Judgement for Sample Orr & Daniel M. Taylor for total of 90 inch. from Blackfoot river.

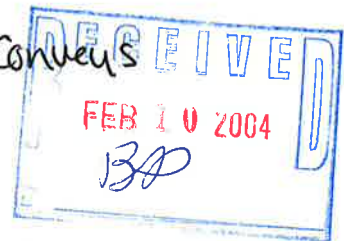
Quitclaim Deed from Heirs of Sample Orr to W.R. Young conveys rights.

Also
" " to W.R. Young conveys rights

Warranty Deed from W.R. Young to W.E. Jones silently conveys

Warranty Deed
W.E. Jones to H.D. McCosham - conveys rights

Madge Allen to R.D. Ziegler & R.D. Ziegler to H.D. McCosham
conveys rights



Over
→

John T. Hardy to R.D. Ziegler

R.D. Ziegler to H.D. MacCosham

Jones' rights to R.D. Ziegler

R.D. Ziegler to W.R. Jones

R.D. Ziegler to H.D. MacCosham

R.D. Ziegler to H.D. MacCosham

H.D. MacCosham to L.D. Cox

L.D. Cox to E.A. & Sons

E.A. & Sons to E.A. & Sons Inc.

Lloyd Inc to Lloyd Stolworthy

Lloyd Stolworthy to Part A & B.

WARRANTY DEED

H. D. MacCosham and
Sue A. MacCosham, husband and wife

TO Leonard D. Cox

Dated- January 18th, 1943-

Consideration- \$8000.00-

Recorded- February 26th, 1943 at-

9:16 a.m., in Book "67" of Deeds at-

Page 45 of the records of Bingham County, Idaho-

H. D. MacCosham
Sue A. MacCosham

Acknowledged by H.D. MacCosham and Sue A. MacCosham, husband and wife, January . . . , 1943, before Emery P. Carr a Notary Public for Idaho, residing at Pocatello, Idaho:
Sealed: Commission expires August 1, 1946-

DESCRIPTION and REMARKS

The parties of the first part do hereby grant, bargain, sell, convey and confirm unto the party of the second part and to his heirs and assigns forever all that certain real estate situated in Bingham County, Idaho, described as follows:

The S $\frac{1}{2}$ of Section 10; the E $\frac{1}{2}$ of the NE $\frac{1}{4}$; the N $\frac{1}{2}$ of the N $\frac{1}{2}$, and the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 14; the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, the S $\frac{1}{2}$ of the N $\frac{1}{2}$ and the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 15; the E $\frac{1}{2}$ of Section 22; the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 23; and the NE $\frac{1}{4}$, and the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 27, all in Township 2 South of Range 38 E.B.M. in Idaho.

Together with all of the water rights and ditches and rights of way of the first parties as decreed to Sample Orr for 80 inches in Wolverine Creek with priority of July 1, 1882, and acquired and conveyed by first parties' predecessors in interest and otherwise and in every manner in said Wolverine Creek, Jones Creek and in any creeks and streams, to the waters of which the first parties' predecessors in interest acquired rights by decree, user or in any manner for the irrigation of said lands or any part thereof.

To Have and To Hold said premises in the quiet and peaceable possession of the party of the second part, his heirs and assigns and the said first parties will warrant and forever defend.

\$8.80 I.R.S. attached and cancelled.



1-18-1943

WARRANTY DEED

R. D. Ziegler and
Lucy Ziegler, his wife

TO H. D. MacCosham

Dated- October 4th, 1929-

Consideration- \$1.00-

Recorded- October 29th, 1929 at-

4:36 p.m., in Book "53" of Deeds at-

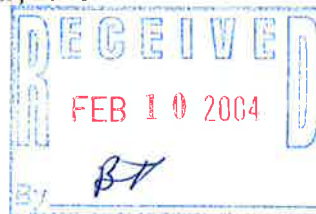
Page 227 of the records of Bingham County, Idaho-

Witness- Guy Stevens-

R. D. Ziegler

Lucy Ziegler

Acknowledged by R.D.Ziegler and Lucy Ziegler, his wife,
October 7th, 1929, before Guy Stevens, a Notary Public for
Idaho, residing at Blackfoot, Idaho: Sealed: Commission
expires October 10th, 1929-



DESCRIPTION and REMARKS

The parties of the first part do hereby grant, bargain, sell, convey and confirm unto the party of the second part and to his heirs and assigns forever, all the following described property in Bingham County, Idaho, to-wit:

All of their right, title and interest in and to the E $\frac{1}{2}$ of the NE $\frac{1}{4}$, NW $\frac{1}{2}$ of SE $\frac{1}{4}$, and N $\frac{1}{2}$ of the SW $\frac{1}{4}$, and the S $\frac{1}{2}$ of the S $\frac{1}{2}$ of Section 10, NE $\frac{1}{4}$, NW $\frac{1}{4}$ of NE $\frac{1}{4}$, S $\frac{1}{2}$ of NW $\frac{1}{4}$, NW $\frac{1}{4}$ of SE $\frac{1}{4}$ and N $\frac{1}{2}$ of SW $\frac{1}{4}$ of Section 15, the N $\frac{1}{2}$ of the N $\frac{1}{2}$, and SW $\frac{1}{4}$ of NE $\frac{1}{4}$ and SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 14 and E $\frac{1}{2}$ of Section 22, W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 23, NE $\frac{1}{4}$ and E $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 27 all in Township 2 South of Range 38 E.B.M., together with all ditches, ditch rights of way, water and water rights thereunto belonging.

Subject to all taxes and encumbrances on the said premises.

To Have and To Hold the said premises unto the second party, his heirs and assigns and the said first parties will warrant and forever defend.

10-4-1929

WARRANTY DEED

R. D. Ziegler and
Lucy Ziegler, his wife

TO

H. D. MacCosham

Dated- October 4th, 1929-

Consideration- \$1.00-

Recorded- October 29th, 1929 at-

4:36 p.m., in Book "53" of Deeds at-

Page 227 of the records of Bingham County, Idaho-

Witness- Guy Stevens-

R. D. Ziegler
Lucy Ziegler

Acknowledged by R. D. Ziegler and Lucy Ziegler, his wife,
October 7th, 1929, before Guy Stevens, a Notary Public of
Idaho, residing at Blackfoot, Idaho: Sealed: Commission
expires October 10th, 1929-

DESCRIPTION and REMARKS

The parties of the first part do hereby grant, bargain, sell, convey and confirm unto the party of the second part and to his heirs and assigns forever, all the following described property in Bingham County, Idaho, to-wit:

All of their right, title and interest in and to the E $\frac{1}{2}$ of the NE $\frac{1}{4}$, NW $\frac{1}{4}$ of SE $\frac{1}{4}$, and N $\frac{1}{2}$ of the SW $\frac{1}{4}$, and the S $\frac{1}{2}$ of the S $\frac{1}{2}$ of Section 10, NE $\frac{1}{4}$, NW $\frac{1}{4}$ of NW $\frac{1}{4}$ and S $\frac{1}{2}$ of NW $\frac{1}{4}$, NW $\frac{1}{4}$ of SE $\frac{1}{4}$, and N $\frac{1}{2}$ of SW $\frac{1}{4}$ of Section 15, the N $\frac{1}{2}$ of the N $\frac{1}{2}$, and SW $\frac{1}{4}$ of NE $\frac{1}{4}$ and SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 14 and E $\frac{1}{2}$ of Section 22, W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 23, NE $\frac{1}{4}$ and E $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 27 all in Township 2 South of Range 38 E.B.M., together with all ditches, ditch rights of way, water and water rights thereunto belonging.

Subject to all taxes and encumbrances on the said premises.

To Have and To Hold the said premises unto the second party, his heirs and assigns and the said first parties will warrant and forever defend.



WARRANTY DEED

R. D. Ziegler and
Lucy Ziegler, his wife

TO

H. D. MacCosham

Dated- October 4th, 1929-

Consideration- \$1.00-

Recorded- October 29th, 1929 at-

4:36 p.m., in Book "53" of Deeds at-

Page 227 of the records of Bingham County, Idaho-

Witness- Guy Stevens-

R. D. Ziegler
Lucy Ziegler

Acknowledged by R. D. Ziegler and Lucy Ziegler, his wife,
October 7th, 1929, before Guy Stevens, a Notary Public of
Idaho, residing at Blackfoot, Idaho: Sealed: Commission
expires October 10th, 1929-

DESCRIPTION and REMARKS

The parties of the first part do hereby grant, bargain, sell, convey and confirm unto the party of the second part and to his heirs and assigns forever, all the following described property in Bingham County, Idaho, to-wit:

All of their right, title and interest in and to the E $\frac{1}{2}$ of the NE $\frac{1}{4}$, NW $\frac{1}{4}$ of SE $\frac{1}{4}$, and N $\frac{1}{2}$ of the SW $\frac{1}{4}$, and the S $\frac{1}{2}$ of the S $\frac{1}{2}$ of Section 10, NE $\frac{1}{4}$, NW $\frac{1}{4}$ of NW $\frac{1}{4}$ and S $\frac{1}{2}$ of NW $\frac{1}{4}$, NW $\frac{1}{4}$ of SE $\frac{1}{4}$, and N $\frac{1}{2}$ of SW $\frac{1}{4}$ of Section 15, the N $\frac{1}{2}$ of the N $\frac{1}{2}$, and SW $\frac{1}{4}$ of NE $\frac{1}{4}$ and SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 14 and E $\frac{1}{2}$ of Section 22, W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 23, NE $\frac{1}{4}$ and E $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 27 all in Township 2 South of Range 38 E.B.M., together with all ditches, ditch rights of way, water and water rights thereunto belonging.

Subject to all taxes and encumbrances on the said premises.

To Have and To Hold the said premises unto the second party, his heirs and assigns and the said first parties will warrant and forever defend.



Dated- October 4th, 1929-

Consideration- \$1.00-

Recorded- October 29th, 1929 at-

4:36 p.m., in Book "53" of Deeds at-

Page 227 of the records of Bingham County, Idaho-

Witness- Guy Stevens-

R. D. Ziegler

Lucy Ziegler

Acknowledged by R. D. Ziegler and Lucy Ziegler, his wife,
October 7th, 1929, before Guy Stevens, a Notary Public of
Idaho, residing at Blackfoot, Idaho; Sealed: Commission
expires October 10th, 1929-

DESCRIPTION and REMARKS

The parties of the first part do hereby grant, bargain, sell, convey and confirm unto the party of the second part and to his heirs and assigns forever, all the following described property in Bingham County, Idaho, to-wit:

All of their right, title and interest in and to the $E\frac{1}{2}$ of the $NE\frac{1}{4}$, $NW\frac{1}{4}$ of $SE\frac{1}{4}$, and $E\frac{1}{2}$ of the $SW\frac{1}{4}$, and the $S\frac{1}{2}$ of the $S\frac{1}{2}$ of Section 10, $NE\frac{1}{4}$, $NW\frac{1}{4}$ of $NW\frac{1}{4}$ and $S\frac{1}{2}$ of $NW\frac{1}{4}$, $NW\frac{1}{4}$ of $SE\frac{1}{4}$, and $N\frac{1}{2}$ of $SW\frac{1}{4}$ of Section 15, the $N\frac{1}{2}$ of the $N\frac{1}{2}$, and $SW\frac{1}{4}$ of $NE\frac{1}{4}$ and $SE\frac{1}{4}$ of $NW\frac{1}{4}$ of Section 14 and $E\frac{1}{2}$ of Section 22, $W\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 23, $NE\frac{1}{4}$ and $E\frac{1}{2}$ of $NW\frac{1}{4}$ of Section 27 all in Township 2 South of Range 38 E.B.M., together with all ditches, ditch rights of way, water and water rights thereunto belonging.

Subject to all taxes and encumbrances on the said premises.

To Have and To Hold the said premises unto the second party, his heirs and assigns and the said first parties will warrant and forever defend.



WARRANTY DEED

Madge Allen, a single woman

TO

R. D. Ziegler

Dated- March 9th, 1929-

Consideration- \$1.00-

Recorded- March 11th, 1929 at-

2:24 p.m., in Book "53" of Deeds at-

Page 111 of the records of Bingham County, Idaho-

Witness- Guy Stevens-

Madge Allen

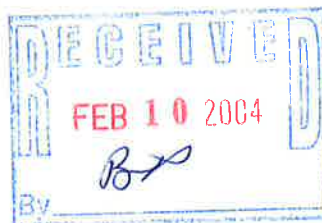
Acknowledged by Madge Allen, a single woman, March 9th, 1929,
before Guy Stevens a Notary Public for Idaho, residing
at Blackfoot, Idaho. Sealed. Commission expires
Oct. 10, 1929-

DESCRIPTION and REMARKS

The party of the first part does grant, bargain, sell and convey and confirm unto the party of the second part and to his heirs and assigns forever the following described real estate in Bingham County, Idaho, to-wit:

The SE₂ of the SE₄ of Section 10 in Township 2 South of Range 38 E.B.M., in Idaho

To Have and To Hold said premises in the quiet and peaceable possession of the second party and to his heirs and assigns forever, and the first party will warrant and forever defend. Subject to taxes for the year 1929.



WARRANTY DEED

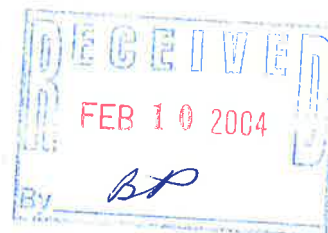
3-9-1929

U.S.PATENT

The United States of America,

TO

John T. Hardy



Dated- October 17th, 1928-

Consideration- Full Payment-

Recorded- December 31st, 1928 at-

4:30 p.m., in Book "45" of Deeds at-

Page 349 of the Records of Bingham County, Idaho-

John O'Connell, Acting Recorder
of the General Land Office

By the President: Calvin Collidge
By Viola B. Pugh, Secretary.

(U. S. SEAL)

DESCRIPTION and REMARKS

Pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain" and the acts supplemental thereto there is granted by the United States unto the second party, the tract described as:

N₂ of the SE₄ and the NE₂ of Section 22 and the W₂ of the SW₂ of Section 23 in Township 2 South of Range 38 E.B.M., Idaho, containing 320 acres.

To Hold said tract of land unto the said second party, and to his heirs and assigns forever, subject to water rights and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts; and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the United States, excepting and reserving however to the United States all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 St. 862).

10-17-1928

WARRANTY DEED

Mabel Jones, single, Grantor, hereby conveys and warrants to R. D. Ziegler and H. D. MacCosham, Grantees for the sum of \$600.00, the following described tract of land in Bingham County, Idaho, the

W $\frac{1}{2}$ of the NW $\frac{1}{4}$, the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, the N $\frac{1}{2}$ of the SW $\frac{1}{4}$, the S $\frac{1}{2}$ of the NE $\frac{1}{4}$, the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 15 in Township 2 South of Range 38 E.B.M., Idaho, containing 320 acres.

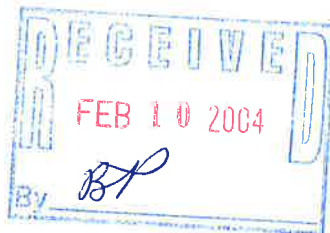
Wintess the hand of the grantor this 12th day of July, 1927.

Witnesses- Z. D. Jones
Edith Baker

Mabel Jones

Acknowledged by Mabel Jones, single, July 12th, 1927, before Z. D. Jones a Notary Public of Weber County, Utah. Sealed. Commission expires Jan.14th, 1929.

Recorded July 16, 1927 at 2:11 p.m., in Book "51" of Deeds at page 520 of the records of Bingham County, Idaho.



7-12-1927

No.5-

WARRANTY DEED

John T. Hardy and
Eva Hardy, his wife

TO

R. D. Ziegler and
H.D.MacCosham

Dated- February 25th,1927-

Consideration- \$1.00-

Recorded- February 25th,1927 at-

3:20 p.m.,in Book "50" of Deeds at-

Page 268 of the records of Bingham County,Idaho-



Witness- John W. Jones-

John T. Hardy
Eva Hardy

Acknowledged by John T.Hardy and Eva Hardy,his wife,
February 25th,1927,before John W.Jones a Notary
Public for Idaho,residing at Blackfoot,Idaho:
Sealed: Commission expires July 16,1929-

DESCRIPTION and REMARKS

The parties of the first part do hereby grant, bargain, sell, convey and confirm unto the parties of the second part and to their heirs and assigns forever, all the following described property in Bingham County,Idaho, to-wit:

The E₂ of Section 22, the W₂ of the SW₄ of Section 23, the NE₄ and the E₂ of the NW₄ of Section 27 in Township 2 South of Range 38 E.B.M.

To Have and To hold said premises in the quiet and peaceable possession of the said second parties and to their heirs and assigns forever,and the said first party will warrant and forever defend.

2-25-1927

U. S. PATENT

The United States of America

TO

Madge Allen

Dated- January 4th, 1927-

Consideration- Full Payment-

Recorded- March 11th, 1929 at-

2:20 p.m., in Book "45" of Deeds at-

Page 356 of the records of Bingham County, Idaho-

M. P. Leroy, Recorder of the
General Land Office-By the President: Calvin Coolidge
Ada Braddock, Assistant Secretary

(U. S. Seal attached)

DESCRIPTION and REMARKS

Pursuant to the Act of Congress of May 20th, 1862, "To Secure Homesteads to actual settlers on the Public Domain, and the acts supplemental thereto, there is granted by the United States unto the said second party, the tract described as: $W\frac{1}{2}$ of the $W\frac{1}{2}$, the $E\frac{1}{2}$ of the $SW\frac{1}{2}$ and the $NW\frac{1}{2}$ of the $SE\frac{1}{4}$ of Section 11 and the $SE\frac{1}{4}$ of the $SE\frac{1}{4}$ of Section 10 in Township 2 South of Range 38 E.B.M., Idaho, containing 320 acres, according to the Official Plat of the Survey of the said Lands returned to the General Land Office by the Surveyor-General.

To Hold said tract of land unto the said second party, and to his heirs and assigns forever, subject to water rights and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the Local customs, laws and decisions of court; and there is reserved from the lands hereby granted, a right of way thereon, for ditches or canals constructed by the authority of the United States.



U.S. PATENT.

The United States of America.

TO

Mabel Jones.

1862- There are delineated on the

of the U.S. Pat. of the

and the U.S. Pat. of the

then to the Township 2

Range 38 E.B.M. in Bingham

County, Idaho, and

Page 129 of the Records of Bingham County, Idaho-

Dated- September 15th, 1920-

Consideration- Full Payment-

Recorded- February 13th, 1923 at-

9:02 A.M., in Book "45" of Deeds at-

Page 129 of the Records of Bingham County, Idaho-

L.Q.C. Lamar, Recorder of the
General Land Office-

By The President: Woodrow Wilson
By M. P. LeRoy, Secretary
(United States Seal Attached)

DESCRIPTION and REMARKS

Pursuant to the Act of Congress of May 20th, 1862 to Secure Homesteads to actual settlers on the public Domain, and the acts supplemental thereto there is granted by the United States unto the said party of the second part the tract described as:-

W $\frac{1}{2}$ of the NW $\frac{1}{4}$; the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, the N $\frac{1}{2}$ of the SW $\frac{1}{4}$, the S $\frac{1}{2}$ of the NE $\frac{1}{4}$, and the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 15 in Township 2 South of Range 38 E.B.M., Idaho, containing 320 acres.

To Have and To Hold said tract of land unto the said second party and to his heirs and assigns forever subject to water rights and ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of Court; and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States.

Excepting and reserving all phosphate in the lands so patented.

WARRANTY DEED

William E. Jones and
Ethel Jones, his wife
W.R. Jones and Mary A.
Jones, his wife

TO

H.D. McCosham



Dated- May 15th, 1919-

Consideration- \$ 10000.00-

Recorded- July 11th, 1919 at-

2:20 P.M., in Book "37" of Deeds at-

Page 532 of the records of Bingham County, Idaho-

Witness-

W.H. Stufflebeam-

William E. Jones

(Seal)

Ethel Jones

(Seal)

W.R. Jones

(Seal)

Mary A. Jones

(Seal)

Acknowledged by William E. Jones and Ethel Jones, his wife
and W.R. Jones and Mary A. Jones, his wife, May 15th, 1919
before W.H. Stufflebeam, a Notary Public of Idaho:-
Residing at Blackfoot, Idaho: Sealed: Commis-
sion expires Nov. 13th, 1919-

DESCRIPTION and REMARKS

The parties of the first part do hereby grant, bargain, sell, convey and confirm unto the party of the second part, and to his heirs and assigns forever, all the following described property in Bingham County, Idaho.

E¹/₂ of the NE¹/₄, NE¹/₄ of the SE¹/₄, W¹/₂ of the SE¹/₄, and the SW¹/₄ of Section 10, in Township 2 South of Range 38 E.B.M., in Idaho, containing 360 acres, more or less, Together with all ditches, ditch rights of way, and water rights thereto appertaining and belonging.

This deed is executed and delivered subject to that certain mortgage of date March 21st, 1916, given by the grantors to The Deseret Savings Bank for \$2600. which mortgage with the interest thereon from this date the grantee herein assumes and agrees to pay.

To Have and To Hold in the quiet and peaceable possession of the said second party, and to his heirs and assigns forever, and the said first parties will warrant and forever defend.

\$7.50 I.R.S. attached and cancelled.

5-15-1919

NO. 7

The Bingham Abstract of Title

U.S. PATENT

The United States of America

TO

William R. Jones

Dated-June 5th, 1911-

Consideration-Full payment-

Recorded-November 30th, 1918 at-

10:54A.M. in Book "31" of Deeds at-

Page 222 of the records of Bingham County, Idaho-

H. M. Sanford Recorder of the
General Land Office

By the President Wm. H. Taft
By M. P. LeRoy, Secretary
(United States Seal attached)

The parties of the first part does give and grant unto the second part heirs and assigns forever, all the following described track as:-

N1/2 of the NE1/4 of section 15 and the N1/2 of the NW1/4 of section 14 in Township 2 south of Range 38 E.B.M., Idaho, containing 160 acres.

To Have and To Hold the same subject to any ditches, and reservoirs as may be recognized by the local Custom Laws; reserving a right of way thereon for ditches or canal contracted by the United States.

COPY

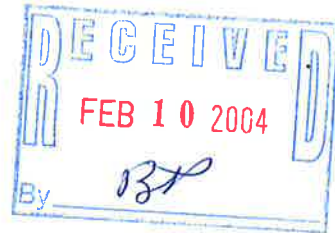
11-30-1918

U.S. PATENT

The United States of America

TO

William T. Jones



Dated- June 5th, 1911-

Consideration- Full Payment-

Recorded- November 30th, 1918 at-

10:54 A. M. in Book "21" of Deeds at-

Page 222 of the records of Bingham County, Idaho-

H.M. Sanford Recorder of the
General Land OfficeBy the President Wm. E. Taft
By H.P. LeRoy, Secretary
(United States Seal Attached)

DESCRIPTION and TERMS

The party of the first part does give and grant unto the second party to his heirs and assigns forever, the tract described as:-
 E^{1/2} of the E^{1/2} of Section 12, and the E^{1/2} of the W^{1/2} of Section 14
 in Township 2 South of Range 30 E. T. 1 N., Idaho, containing 160 acres.
 To Have and TO Hold the same subject to any ditches, and reserves as
 as may be recognized by the local Custom Laws; reserving right of way
 thereon for ditches or canal constructed by the United States.

NO. 11-

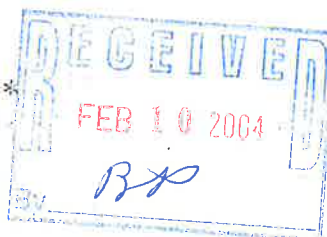
The Bingham
Abstract Co. Ltd.

WARRANTY DEED

Rural D. Ziegler and
Lucy Ziegler his wife

TO

Hugh D. Mac Cosham



Dated- May 2nd, 1918-

Consideration- \$ 5000.00-

Recorded- November 30th, 1918 at-

10:59 A. M. in Book "37" of Deeds at-

Page 73 of the records of Bingham County, Idaho-

Witness- John W. Jones

Rural D. Ziegler (Seal)
Lucy Ziegler (Seal)

Acknowledged-By Rural D. Ziegler and Lucy Ziegler his
wife, November 30th, 1918 before John W. Jones a-
Notary Public of Idaho-Residing at Blackfoot
Idaho-Sealed-Regular

DESCRIPTION and REMARKS

The parties of the first part herein do hereby grant, bargain, sell convey and confirm unto the party of the second part herein, and to his heirs and assigns forever, all the following described property in Bingham County, Idaho-

An undivided one-half interest in and to the N of the NE, the SE of the NE, the NW of the NE of Section 14, and the NE of the NW of section 15 all in township 2 south of Range 28 E.B.M., in Bingham County, Idaho.

Together with an undivided one-half interest in and to all ditches ditch-rights of way, and water rights thereto appertaining and belonging and particularly the decreed water rights of the grantors in the tributaries of Blackfoot, River, for the irrigation thereof.

(This deed is given subject to that certain mortgage of date May 2nd, 1918, made, executed and delivered by the grantors herein to William R. Jones, on the premises herein described and the whole thereof, for the sum of 5000.00 due on or before 5 years from May 2nd, 1918, and bearing interest at the rate of 8% per annum, payable annually)

1 OVER.

5-2-1918

NO. 9

The Bingham Abstract of Title

WARRANTY DEED

William R. Jones and
Mary A. Jones his wife

TO

Rural D. Ziegler

Dated-May 2nd, 1918-

Consideration-\$ 1000.00-

Recorded-November 30th, 1918 at-

10:57 A.M. in Book "37" of Deeds at-

Page 72 of the records of Bingham County, Idaho-

Witness- John W. Jones
General Land Office

William R. Jones (Seal)
Mary A. Jones (Seal)

Acknowledged-By William R. Jones and Mary A. Jones his
Wife, November 2nd, 1918 before John W. Jones a-
Notary Public of Idaho-Residing at Blackfoot-
Idaho -Sealed-Regular-

DESCRIPTION AND REMARKS

The parties of the first part herein do hereby grant, bargain, sell
convey and confirm unto the party of the second part herein and to his heirs and assigns
forever, all the following described property in Bingham County, Idaho: -

The N1/2 of the NW1/4, th SE1/4 of the NW1/4, the W1/2 of the NE1/4 of
section 14 and the N1/2 of the NE1/4 of section 15 in Township 2 south of Range 38
E.B.M., in Bingham County, Idaho.

Together with all ditches, ditch rights of way, and water rights thereto
appertaining and belonging, and particularly the decreed water right of the grantors in the
tributaries of Blackfoot river for the Irrigation thereof.

To Have and To Hold in the quiet and peaceable possession of the said second
party herein and to his heirs and assigns forever, and the said first parties herein will
warrant and forever defend.

\$10.00 I.R.S. attached and cancelled.

COPY

5-2-1918

NO. 9-

The Bingham
Abstract Co. Ltd.

WARRANTY DEED

William R. Jones and
Mary A. Jones his wife

TO

Rural D. Ziegler



Dated- May 2nd, 1918-

Consideration- \$ 1000.00-

Recorded- November 30th, 1918 at-

10:57 A. M. in Book "37" of Deeds at-

Page 72 of the records of Bingham County, Idaho-

Witness- John W. Jones

William R. Jones (Seal)
Mary A. Jones (Seal)

Acknowledged-By William R. Jones and Mary A. Jones his-
wife, November 2nd, 1918 before John W. Jones a-
Notary Public of Idaho-Residing at Blackfoot-
Idaho-Sealed-Regular-

DESCRIPTION and REMARKS

The parties of the first part herein do hereby grant, bargain, sell convey and confirm unto the party of the second part herein and to his heirs and assigns forever, all the following described property in Bingham County, Idaho-

The NE 1/4 of the NW 1/4, the SE 1/4 of the NW 1/4, the NE 1/4 of the NW 1/4 of Section 14 and the NE 1/4 of the NW 1/4 of Section 15 all in Township 10 South of Range 10 E.B.M., in Bingham County, Idaho.

Together with all ditches, ditch rights of way, and water rights thereto appertaining and belonging, and particularly the decreed water rights of the grantors in the tributaries of Blackfoot river for the Irrigation thereof.

To Have and TO Hold in the quiet and peaceable possession of the said second party herein and to his heirs and assigns forever, and the said first parties herein will warrant and forever defend.
\$10.00 I.R.S. attached and cancelled.

No. 1447/33-

The Bingham Abstract Co. Ltd.

TLS R 386

The Bingham Abstract Co. Ltd.

No. 1447/33-

WARRANTY DEED.

The Deseret Savings Bank,
By W.W. Riter, President.
Corporate seal.

TO

William E. Jones and
W. R. Jones

Grantees.

Grantor,



Dated- March 21st, 1916-
Consideration- \$2200.00-
Recorded- March 27th, 1916 at-
10:00 a.m., in book "29" of Deeds at-
Page 343 of the records of Bingham County, Idaho-

Acknowledged- March 21st, 1916 before -
Clarence L. Gardiner-a Notary Public
of Salt Lake County, Utah-Sealed
Regular-

Attest Elias A. Smith, Cashier-

DESCRIPTION and REMARKS.

Conveys the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; and the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the E $\frac{1}{2}$ of
the NE $\frac{1}{4}$ of Section 10, in Township 2 South of Range 36 E.B.M., in Bin-
ham County, Idaho. Containing 160 acres of land.
This conveyance is given subject to all unpaid taxes, special a-
regular, which the parties of the second part assume and agree to pay

I. R. S. \$2.50.

3-21-1916

THIS CONVEYANCE AS ENCLOSURE OF THE STATE OF UTAH

No. 84/36-

The Bingham
Abstract Co. Ltd.

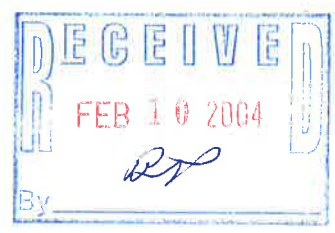
W.B.

WARRANTY DEED

W.R.Young and
Lydia Young, his wife

TO

W. E. Jones



Dated- March 15th, 1916-

Consideration- \$ 1.00-

Recorded- June 28th, 1917 at-

1:40 P.M. in Book "30" of Deeds at-

Page 559 of the records of Bingham County, Idaho-

Witness-

L.Ivan Jensen

W. R. Young (Seal)
Lydia Young (Seal)

Acknowledged-By W.R.Young and Lydia Young, Aug. 18th-
1916 before L.Ivan Jensen a Notary Public of-
Idaho-Residing at Shelley, Idaho-Sealed-
Regular-

DESCRIPTION and REMARKS

The parties of the first part herein do hereby grant, bargain, sell convey and confirm unto the party of the second part herein and to his heirs and assigns forever, all the following described property in Bingham County, Idaho-

The NE $\frac{1}{4}$ of the SE of Section 10 in Township 2 South of Range 38 E.B.M., in Idaho, containing 40 acres of land, more or less.

To Have and To Hold in the quiet and peaceable possession of the said second party his heirs and assigns forever, and the said first parties herein will warrant and forever defend.

3-15-1916

NO. 8

The Bingham Abstract of Title

U.S. PATENT

The United States of America

TO

Mary A. Jones

Dated-March 19th, 1914-

Consideration-Full payment-

Recorded-November 30th, 1918 at-

10:56A.M. in Book "23" of Deeds at-

Page 552 of the records of Bingham County, Idaho-

L. C. Lamar Record of the
General Land Office

By the President Woodrow Wilson
By M. P. LeRoy, Secretary
(United States Seal attached)

DESCRIPTION AND REMARKS

The parties of the first part does give and grant unto the second part heirs and assigns forever, all the following described track as:-

The SE1/4 of the NW1/4 and the W1/2 of the NE of section 14 in Township 2 south of Range 38 E.B.M., Idaho containing 120 acres, according to the Official Plat of the Survey of the said land, returned to the Federal land Office by the Surveyor-General.

To Have and To Hold the same subject to any ditches, and reservoirs as may be recognized by the local Custom Laws; reserving a right of way thereon for ditches or canal contracted by the United States.

COPY

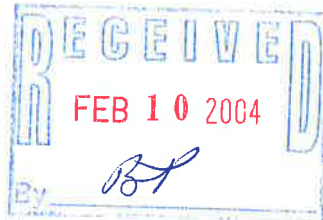
3-19-1914

U.S. PATENT

The United States of America

TO

Mary A. Jones



Dated- March 19th, 1914-

Consideration- Full Payment-

Recorded- November 30th, 1913 at-

10:56 A. M. in Book "23" of Deeds at-

Page 152 of the records of Bingham County, Idaho-

L. C. Lamar Recorder of the
General Land Office

By the President: Woodrow
Wilson

By M. P. LeRoy, Secretary
(United States Seal Attached)

DEPARTMENT and RECORDS

The parts of the first part Book give and grant unto the second part
her heirs and assigns forever, all the following described tract as:-

The N. 1/2 of the N. 1/2 of the W. 1/2 of the E. 1/2 of Section 14 in Township
8 South of Range 26 N.B., Idaho, containing 180 acres, according to
the Official Plat of the Survey of the said land, returned to the Gen-
eral Land Office by the Surveyor-General.

To Have and To Hold the same subject to any ditches, and reservoirs
as may be recognized by the local Custom Laws; reserving a right of way
thereon for ditches or canal constructed by the United States.

No. 15-

The Bingham
Abstract Co. Ltd.

QUITCLAIM DEED.

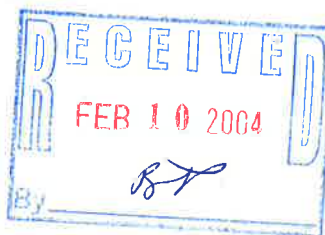
Chas. E. Duer and
Olivia Duer, his wife.

Grantors,

TO

William R. young

Grantee.



Dated- October 31st, 1906-

Consideration- \$850.00-

Recorded- December 18th, 1906 at-

9:42 a.m., in book "6" of Deeds at-

Page 250 of the records of Bingham County, Idaho-

Acknowledged- October 31st, 1906 before-
John E. Templeton a Notary Public of-
Chouteau County, Montana- Sealed-
Regular*** Wife separately-
examined-

Witness- John E. templeton-

DESCRIPTION and REMARKS.

Conveys the $S\frac{1}{2}$ of the $SW\frac{1}{4}$ and the $NE\frac{1}{4}$ of the $SW\frac{1}{4}$ and the $NW\frac{1}{4}$ of the $SE\frac{1}{4}$ all in section 10 in township 2 south range 38 E.B.M., containing 160 acres of land, 240 acres more or less, being what is known as the Orr ranch lying and being on both sides of that certain stream known as Wolverine Creek and being between the lands known as the Fornier or Peter Morris ranch and the canyon of said creek and including all the land claimed by one James Briley, and conveyed to Sample Orr by deed of date of Sept. 30th, 1889, the said land being included in said Briley's unsurveyed entry No. 395 at Blackfoot, Idaho on May 4th, 1885, also all land adjoining said tract and heretofore claimed by Daniel M. Taylor and conveyed to said Sample Orr; also including all lands claimed and approp-riated by said Sample Orr on said Wolverine Creek and adjoining the above described tracts, together with all ditches and water rights thereto appertaining and belonging and particularly the decreed water right for said land in Wolverine Creek, being evidenced by the decree of the District Court rendered August 1st, 1891 and recorded in Judg-ment book "1" at page 107 of the records of Bingham County, Idaho.

*** Acknowledges as Charles E. Duer.

10-31-1906

IN THE PROBATE COURT OF BINGHAM COUNTY, STATE OF IDAHO.

In the Matter of the Estate :
 of Marshall Orr, deceased. : Decree of Distribution of Estate.

Presto Burrell, the duly appointed, qualified and acting executor of the estate of Marshall Orr, deceased, having on the 31st day of August 1906, filed in this court his petition setting forth among other matters, that all of the accounts against said estate have been finally paid and settled, and that said estate is in a condition to be closed, and that a portion of said estate remains to be divided among the legatees and devisees of said deceased, said matter coming on regularly to be heard this 11th day of September, 1906, upon due proof that due and legal notice of said hearing had been given as directed by the order of this court heretofore made herein, and the said executor appearing on this date with his attorney, this court proceed to the hearing of said petition and it appearing to the satisfaction of this court, that the residue of said estate consisting of the property hereafter particularly described is now ready for distribution and that said estate is now in a condition to be closed; that the property of said estate was the separate property of said estate; that the said Marshall Orr died testate in the county of Bingham, state of Idaho, in the year 1900 and his only devisees and legatees under his will are Mary B. Killingsworth of Salt Lake City, Utah, and Katie Chapman of Blackfoot, Bingham County, Idaho, sisters of deceased, who by the terms of the last will and testaments of said deceased, are entitled to an undivided one half interest each in and to the property of said estate hereinafter particularly described; that all claims against said estate are fully paid; that all taxes due from said estate have been paid, and all of the expenses of administration have been paid and settled; that the devisees and legatees above named are each entitled to an undivided one half of the residue of said estate.

Now, on this, the 11th day of September, 1906, on motion of John W. Jones, Esq., attorney for said executor,

It is hereby Ordered, Adjudged and Decreed that the residue of said estate of Marshall Orr, deceased, hereinafter particularly described and now remaining in the hands of said administrator, and any other property not now known or discovered which may belong to said estate or in which the said estate may have an interest, be and the same is hereby distributed as follows:

To Marry B. Killingsworth an undivided one half interest therein and to Katie Chapman an undivided one half interest thereto.



8-31-1906

The Bingham Abstract Co. Ltd.

No. 13-

The following is a particular description of the residue of said estate referred to in this decree and of which distribution is ordered, adjudged and decreed as aforesaid, to-wit:- The undivided one fourth interest of said deceased, acquired as heir at law of Emeline Orr, deceased, in a judgment of the District Court of this County in favor of said estate against C.F. Watterson, bearing date of March 27, 1902 and the following described real estate to-wit: The undivided one fourth interest of deceased acquired as heir at law of Emeline Orr, deceased, in and to about 240 acres more or less of unsurveyed land of the United States, being what is known as the Orr ranch, lying and being on both sides of the stream known as Wolverine Creek and being between the lands known as the Fournier of Peter Morris ranch and the canyon of said creek and including all land claimed by one James Briley and conveyed to Sample Orr by deed dated September 30, 1889, the said land being included in the said Briley's unsurveyed desert land entry \$395 made at Blackfoot, Idaho, on May 4, 1885; also all land adjoining said tract heretofore claimed by Daniel M. Taylor and conveyed to Sample Orr, also including all lands claimed and appropriated by said Sample Orr, on said Wolverine Creek and adjoining the above described tract, including all ditches and water rights thereto appertaining and particularly the decreed water right in Wolverine Creek for said land, being evidenced by decree of the District Court, rendered August 1, 1891 and recorded in Judgment Book "1" page 107, records of Bingham County, Idaho, all of said land being in Bingham County, Idaho.

Also the undivided 11/112 interest of deceased required as heir at law of Sample Orr, deceased, and Emeline Orr, deceased in and to the Ollis ranch, described as the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ and lots 1, 2, and 3 of section 28 and lots 3, 4, and 5 of section 21 in township 3 south of range 34 E.B.M., in Bingham County, Idaho. Also the undivided 11/56 interest of deceased acquired as heir at law of Sample Orr, deceased and Emeline Orr, deceased, in and to the SW $\frac{1}{4}$ of section 12 in township 1 south, of range 37 E.B.M., in Bingham County, Idaho. Also the undivided 11/56 interest of deceased acquired as heir at law of Sample Orr, deceased and Emeline Orr, deceased and Emeline Orr, deceased, in and to lots 1, 2, 3, and 4 in block 55 in Shilling's addition to the town of Blackfoot, Bingham County, Idaho.

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

Done in open Court this 11th day of September, 1906.

Seal. Karl S. Packrell, Judge of said Probate Court.

State of Idaho ss. I, Karl S. Packrell, the duly elected, County of Bingham qualified and acting probate Judge and ex-officio Clerk of the Probate Court, of Bingham County, Idaho, do hereby certify that the foregoing to be a full, true and correct copy of the Decree of Distribution on file in my office and recorded therein, in the matter of the estate

of Marshall Orr, deceased.

(OVER)

The Bingham Abstract Co. Ltd.

QUITCLAIM DEED.

Mary B. Killingsworth, un-
married; Katie Chapman and
John W. Chapman, her husband.

TO

William R. Young

Grantors,

Grantee.

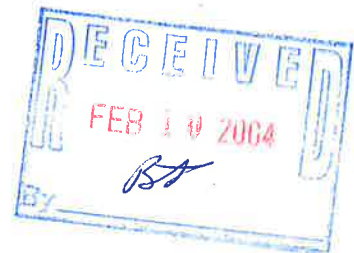
Dated- August 6th, 1904-

Consideration- \$3000.00-

Recorded- February 21st, 1905 at-

3:30 p.m., in book "6" of Deeds at-

Page 68 of the records of Bingham County, Idaho-



Acknowledged- August 6th, 1904 before-
John W. Jones a Notary Public of Bing-
ham County, Idaho- Sealed- Regular-
And wife separately examined-

Witness- John W. Jones-

DESCRIPTION and REMARKS.

Conveys all their right, title and interest of every nature in and to about 240 acres, more or less, of unsurveyed land of the United States being what is known as the Orr ranch, lying and being on both sides of the stream known as Wolverine Creek and being between the lands known as the Fornier or Peter Morris Ranch and the Canyon of said Creek, and including all the lands claimed by one James Briley and conveyed to Sample Orr by deed of Sept. 30th, 1889, the same land being included in said Briley's unsurveyed desert entry No. 395 made at Blackfoot, Idaho, on May 4th, 1885 also all land adjoining said tract heretofore claimed by Daniel M. Taylor and conveyed to said Sample Orr and also all lands claimed and appropriated by Sample Orr on said Wolverine Creek and adjoining the above described tracts, together with all ditches and water rights thereto appertaining and belonging and particularly the decreed water right for said land in Wolverine Creek being evidenced by the decree of the District Court rendered August 1st, 1891 and recorded in Judgment book "7" at page 107 of the records of Bingham County, Idaho.

8-6-1904

WARRANTY DEED.

Sample H. Orr

TO

Emiline Orr,

Grantor,

Grantee.

Dated- March 24th, 1897-

Consideration- \$3000.00-

Recorded- December 16th, 1897 at-

5:00 p.m., in book "T" of Deeds at-

Page 146 of the records of Bingham County, Idaho-

Acknowledged- June 10th, 1897 before-

George L. Wall a Notary Public of Bingham County, Idaho- Sealed- Regular***

No witness-

DESCRIPTION and REMARKS.

Conveys land situated lying in the County of Bingham and State of Idaho and bounded and described as follows, to-wit:- about 160 acres of the unsurveyed of the United States situate lying and being both sides of the stream known as Wolverine Creek, County and State aforesaid and being between the land known as the Fournier or Peter Morris Ranch and the Canyon of said Creek and including all lands formerly claimed by James Briley and that claimed by Daniel Taylor and all ditches and water rights used in connection with said property.

*** Acknowledges as Sample Orr, a single man.



3-24-1897

No4-

The Bingham
Abstract Co. Ltd.

QUITCLAIM DEED.

James Briley and
Rebecca Briley

TO

Sample Orr,

Grantors,

Grantee.

Dated- September 30th, 1889-

Consideration- \$ 2000.00-

Recorded- October 28th, 1889 at-

9:30 a.m., in book "F" of Deeds at-

Page 107 of the records of Bingham County, Idaho-

Acknowledged- October 26th, 1889 before-

John Montgomery Jr. a Notary Public of-
ham County, Idaho Ter.-Sealed-Regu-

lar-*** Wife separately examined-

Witnesses- Presto Burrell- John S. Pritchett-

DESCRIPTION and REMARKS.

Conveys all that certain lot of land lying on both banks of the stream known as Wolverine Creek about $1\frac{1}{2}$ miles from where said creek empties into Blackfoot River in the County of Bingham, State of Idaho, known as the Briley Ranch, being the same that James Briley filed Desert Entry on about May 1st, 1885 and being the same that Rebecca J. Briley, wife of the said James Briley, filed homestead upon in the Recorder's Office of Bingham County, Idaho, September 26th, 1889, said land being unsurveyed land of the United States. We also sell and deliver to said Orr and his heirs all the appurtenances belonging to said ranch including all our water ditches, water rights and all improvements on said land. Also certain personal property.

*** Acknowledge as James and Rebecca J. Briley, his wife.

9-30-1889



Water Location
of
James Briley

Public Notice
Blackfoot, Idaho
March 26th, 1888.

Notice is hereby given that I, James Briley, a citizen of the United States and over (21) twenty one years of age do hereby and by these presents appropriate the following quantity of water; viz: (200) two hundred inches of water measured under a 4 inch pressure and to be taken out of Wolverine Creek in Bingham County, Idaho Territory, at a point where a copy of this notice is posted.

The water so appropriated is to be diverted upon and to be used for the irrigation of land owned and in the possession of said appropriation for agricultural purposes said land is described as follows, 80 acres of unsurveyed land in Wolverine Creek about twenty miles northeast of the town of Blackfoot, Idaho. The means which are designed to be employed for diverting and conducting such water are two main ditches each being about three feet wide on top and 2 feet on bottom and about 18 inches deep.

James Briley.

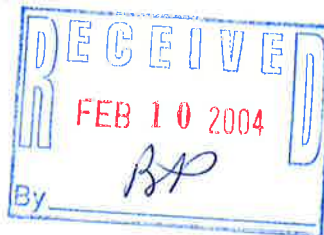
Subscribed and sworn to before me this 26th day of March A. D. 1888.

(Seal)

John Montgomery Jr.
Notary Public.

Recorded at the request of John Montgomery Jr. March 27th, 1888 at 4 o'clock p.m., in Book "B" of Water Locations at page 150 of the records of Bingham County, Idaho.

George A. Robethan, Recorder.





No. 5-

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR BINGHAM COUNTY.

Fred S. Stevens, et al, :
Plaintiffs. :

vs. :

Eastern Idaho Water Co, et al. :
Defendants. :
----- :

This cause having been heretofore tried by the Court without a jury and the Court having made its findings of fact and conclusions of law.

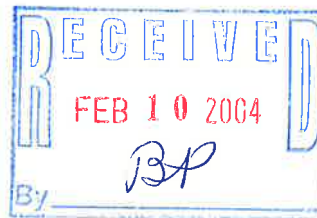
It is now ordered, adjudged and decreed that the following parties are entitled to divert from the Blackfoot River the amount of water herein indicated and the right of each party dates from the time hereinafter stated and set opposite each name, to-wit:- Among others is that of-

27-51 Sample Orr- July 1st A. D. 1882- 80 inches
27-53 Daniel M. Taylor April 1st, A.D. 1888 10 inches

It is further ordered, adjudged and decreed, that all parties to this action shall have the right to use the waters of the several streams named in this decree for domestic purposes.
Done in open Court this August 1st A. D. 1891.

Chas. Cobb,
Judge Pro. Tem.

Recorded in Judgment Book "1" at
pages 107-116 of the records of Bingham
County, Idaho.



1-18-1943

WARRANTY DEED

H. D. MacCosham and
Sue A. MacCosham, husband and wife

TO Leonard D. Cox

Dated- January 18th, 1943-

Consideration- \$8000.00-

Recorded- February 26th, 1943 at-

9:16 a.m., in Book "67" of Deeds at-

Page 45 of the records of Bingham County, Idaho-

H. D. MacCosham
Sue A. MacCosham

Acknowledged by H.D. MacCosham and Sue A. MacCosham, husband and wife, January....., 1943, before Emery P. Carr a Notary Public for Idaho, residing at Pocatello, Idaho:
Sealed: Commission expires August 1, 1946-

DESCRIPTION and REMARKS

The parties of the first part do hereby grant, bargain, sell, convey and confirm unto the party of the second part and to his heirs and assigns forever all that certain real estate situated in Bingham County, Idaho, described as follows:

The $S\frac{1}{2}$ of Section 10; the $E\frac{1}{2}$ of the $NE\frac{1}{4}$; the $N\frac{1}{2}$ of the $N\frac{1}{2}$, and the $SE\frac{1}{4}$ of the $NW\frac{1}{4}$, and the $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 14; the $NW\frac{1}{4}$ of the $NW\frac{1}{4}$, the $S\frac{1}{2}$ of the $N\frac{1}{2}$ and the $N\frac{1}{2}$ of the $SW\frac{1}{4}$ and the $NW\frac{1}{4}$ of the $SE\frac{1}{4}$ and the $N\frac{1}{2}$ of the $NE\frac{1}{4}$ of Section 15; the $E\frac{1}{2}$ of Section 22; the $W\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 23; and the $NE\frac{1}{4}$, and the $E\frac{1}{2}$ of the $NW\frac{1}{4}$ of Section 27, all in Township 2 South of Range 38 E.B.M. in Idaho.

Together with all of the water rights and ditches and rights of way of the first parties as decreed to Sample Orr for 80 inches in Wolverine Creek with priority of July 1, 1882, and acquired and conveyed by first parties' predecessors in interest and otherwise and in every manner in said Wolverine Creek, Jones Creek and in any creeks and streams, to the waters of which the first parties' predecessors in interest acquired rights by decree, user or in any manner for the irrigation of said lands or any part thereof.

To Have and To Hold said premises in the quiet and peaceable possession of the party of the second part, his heirs and assigns and the said first parties will warrant and forever defend.

\$8.80 I.R.S. attached and cancelled.

NOV 12 1992

27-00051

MICROFILMED

In the Matter of the Estate of
of Sample One, deceased.

Defendants. :
----- :
of said :
cause having been heretofore tried by the

It is now ordered, adjudged and decreed that the following parties are entitled to divert from the Blackfoot River the amount of water herein indicated and the right of each party dates from the time hereinafter stated and set opposite each name, to-wit: Among others is that of 80 inches 27-0005

It is further ordered, adjudged and decreed, that all parties to this action shall have the right to use the waters of the several streams in this decree for domestic purposes.

Chas. Cobb,
Judge Pro. Tem.

pages 107-118 of the record in Case No. 1960-107, County, Idaho. An affidavit 1/14 interest therein, to the interest in division of land, was delivered as evidence of said interest thereof to Miss E. Hildner, daughter of deceased, an undivided 1/14 interest therein, to which were attached or described an undivided 1/14 interest therein to Marie Johnson, daughter of deceased, as well as 1/14 interest therein to Margaret Ann, son of deceased, as well as 1/14 interest therein to William A. Johnson, son of deceased, who have interest therein's claim for, transfers of interests, and also a claim for, interest, and the same are now being, and the full

Marshall Orr, now deceased. Also introduced to the church of the

NOV 12 1992

NOV 12 1992

Recorded in Judgment Book "1" at
pages 107-116 of the records of Birmingham
County, Idaho.

Judge Pro. Tem.

Done in open court this August, 1st A. D. 1891.

This cause having been heretofore tried by the court without a jury and the Court having made its findings of fact and conclusions of law. It is now ordered, adjudged and decreed that the following parties are entitled to divert from the Blackfoot River the amount of water herein indicated to each party dates from the date of the

Dependents. : to the United States and have a position
no Water Co. et al. : in the United States and have a position
Dependents. : to the United States and have a position

1 of the State
* received.
Bureau of Investigation of State

DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR BINGHAM COUNTY.

The J. P. Ingham
Abstract & Co. Ltd.

WARRANTY DEED

H. D. MacCosham and
Sue A. MacCosham, husband and wife

TO Leonard D. Cox

Dated- January 18th, 1943-

Consideration- \$8000.00-

Recorded- February 26th, 1943 at-

9:16 a.m., in Book "67" of Deeds at-

Page 45 of the records of Bingham County, Idaho-

H. D. MacCosham
Sue A. MacCosham

Acknowledged by H.D. MacCosham and Sue A. MacCosham, husband
and wife, January, 1943, before Emery P. Carr a Notary
Public for Idaho, residing at Pocatello, Idaho:
Sealed: Commission expires August 1, 1946-

DESCRIPTION and REMARKS

The parties of the first part do hereby grant, bargain, sell, convey and confirm unto the party of the second part and to his heirs and assigns forever all that certain real estate situated in Bingham County, Idaho, described as follows:

The $S\frac{1}{2}$ of Section 10; the $E\frac{1}{2}$ of the $NE\frac{1}{4}$; the $N\frac{1}{2}$ of the $N\frac{1}{2}$, and the $SE\frac{1}{4}$ of the $NW\frac{1}{4}$, and the $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 14; the $NW\frac{1}{4}$ of the $NW\frac{1}{4}$, the $S\frac{1}{2}$ of the $N\frac{1}{2}$ and the $N\frac{1}{2}$ of the $SW\frac{1}{4}$ and the $NW\frac{1}{4}$ of the $SE\frac{1}{4}$ and the $N\frac{1}{2}$ of the $NE\frac{1}{4}$ of Section 15; the $E\frac{1}{2}$ of Section 22; the $W\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 23; and the $NE\frac{1}{4}$, and the $E\frac{1}{2}$ of the $NW\frac{1}{4}$ of Section 27, all in Township 2 South of Range 38 E.B.M. in Idaho.

Together with all of the water rights and ditches and rights of way of the first parties as decreed to Sample Orr for 80 inches in Wolverine Creek with priority of July 1, 1882, and acquired and conveyed by first parties' predecessors in interest and otherwise and in every manner in said Wolverine Creek, Jones Creek and in any creeks and streams, to the waters of which the first parties' predecessors in interest acquired rights by decree, user or in any manner for the irrigation of said lands or any part thereof.

To Have and To Hold said premises in the quiet and peaceable possession of the party of the second part, his heirs and assigns and the said first parties will warrant and forever defend.

\$8.80 I.R.S. attached and cancelled.

NOV 12 1992

WARRANTY DEED

THIS INDENTURE, Made this 18th day of September, in the year of our Lord, one Thousand Nine Hundred and Fifty-two, by and between Louis B. Cox and Darlene A. Cox, his wife, Leonard Cox and LaRue Cox, his wife, and Diantha Cox, a widow,

of the County of Bingham, State of Idaho, the parties of the first part, and E. A. STOLWORTHY AND SONS, a co-partnership, composed of E. A. Stolworthy, Gerald Stolworthy and Lloyd Stolworthy,

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 Eight Thousand - - - - - DOLLARS lawful money of the United States of America, to them in hand paid by the 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, situate in the County of Bingham, State of Idaho, to wit: West Half of the Northwest Quarter, the Southwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 11; North Half of the Northwest Quarter, the South Half of the Southwest Quarter and the South Half of the Southeast Quarter of Section 13; Southwest Quarter, the West Half of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 14; East Half of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section 15; Northwest Quarter, the East Half of the Southwest Quarter, the South Half of the Southwest Quarter, the Northeast Quarter of the Southeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 23; North Half of the Northeast Quarter and the West Half of the Southwest Quarter of Section 24; Northwest Quarter of the Northwest Quarter, and the North 60 acres of the South Half of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter of Section 25; North Half of the Northeast Quarter of Section 26, all in Township 2 South of Range 38 East of the Boise Meridian, in Idaho.

South Half of the Southwest Quarter of Section 17; South Half of the Southeast Quarter, the Southeast Quarter of the Southwest Quarter and Lots 2, 3, and 4, in Section 18; Northeast Quarter, the East Half of the Northwest Quarter, the North Half of the Southeast Quarter, the Southeast Quarter of the Southeast Quarter, the East Half of the Southwest Quarter and Lots 1, 2, 3 and 4 in Section 19; Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 20; Northeast Quarter of the Northwest Quarter and Lot 1 in Section 30, all in Township 2 South of Range 39 East of the Boise Meridian, in Idaho, and comprising a total of 2795.42 acres, more or less, according to Government Survey.

First parties agree to pay all taxes and assessments to and including the year 1957.

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

TO HAVE AND TO HOLD, All and singular, the above mentioned and described premises, together with the appurtenances, unto the parties of the second part, and to their heirs and assigns forever. And the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said parties of the second 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 have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

Louis B. Cox (SEAL)
Darlene A. Cox (SEAL)
Leonard Cox (SEAL)
LaRue Cox (SEAL)

WARRANTY DEED

THIS INDENTURE, Made this 18th day of September, in the year of our Lord, One Thousand Nine Hundred and Fifty-two, by and between, Louis B. Cox and Darlene A. Cox, his wife, Leonard Cox and LaRue Cox, his wife, and Diantha Cox, a widow,

of the County of Bingham, State of Idaho, the parties of the first part, and E. A. STOLWORTHY AND SONS, a co-partnership, composed of E. A. Stolworthy, Gerald Stolworthy and Lloyd Stolworthy,

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 Eight Thousand - - - - - DOLLARS lawful money of the United States of America, to them in hand paid by the 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, situate in the County of Bingham, State of Idaho, to wit: West Half of the Northwest Quarter, the Southeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 11; North Half of the Northwest Quarter, the South Half of the Southwest Quarter and the South Half of the Southeast Quarter of Section 13; Southwest Quarter, the West Half of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 14; East Half of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section 15; Northwest Quarter, the East Half of the Southwest Quarter, the South Half of the Southeast Quarter, the Northeast Quarter of the Southeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 23; North Half of the Northeast Quarter and the West Half of the Southwest Quarter of Section 24; Northwest Quarter of the Northwest Quarter, and the North 60 acres of the South Half of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter of Section 25; North Half of the Northeast Quarter of Section 26, all in Township 2 South of Range 38 East of the Boise Meridian, in Idaho.

South Half of the Southwest Quarter of Section 17; South Half of the Southeast Quarter, the Southeast Quarter of the Southwest Quarter and Lots 2, 3, and 4, in Section 18; Northeast Quarter, the East Half of the Northwest Quarter, the North Half of the Southeast Quarter, the Southeast Quarter of the Southeast Quarter, the East Half of the Southwest Quarter and Lots 1, 2, 3 and 4 in Section 19; Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 20; Northeast Quarter of the Northwest Quarter and Lot 1 in Section 30, all in Township 2 South of Range 39 East of the Boise Meridian, in Idaho, and comprising a total of 2795.42 acres, more or less, according to Government Survey.

First parties agree to pay all taxes and assessments to and including the year 1957.

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

TO HAVE AND TO HOLD, All and singular, the above mentioned and described premises, together with the appurtenances, unto the parties of the second part, and to their heirs and assigns forever. And the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said parties of the second 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 have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

[Signature]

Louis B. Cox (SEAL)
Darlene A. Cox (SEAL)
Leonard Cox (SEAL)
LaRue Cox (SEAL)

WARRANTY DEED

THIS INDENTURE, Made this 25th day of October, 1956,
by and between Wayne Everett and Valene Everett, his wife, and
Edsil Ray Everett and Maxine Everett, his wife,

of the County of Bingham, State of Idaho, the parties of the first
part, and E. A. Stolworthy, Gerald E. Stolworthy and Lloyd Stolworthy,
a co-partnership doing business under the name and style of
E. A. Stolworthy & Sons,
of the County of Bingham, State of Idaho, the parties of the second
part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of
TEN ----- DOLLARS
and other valuable considerations, them in hand paid by 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, situate in the
County of Bingham, State of Idaho, to wit:

The South Half of the Northeast Quarter; the Northwest Quarter of
the Southeast Quarter; the Northeast Quarter of the Southwest Quarter,
and the South Half of the Southwest Quarter of Section 26; the North-
west Quarter of the Northwest Quarter of Section 35, all in Township
Two South of Range Thirty-eight East of the Boise Meridian, in Idaho,
together with all ditch and water rights belonging to or used upon
said premises and particularly 50 miner's inches of water from Cedar
Creek, a tributary of the Blackfoot River.

All taxes and assessments including the 1956 taxes and
assessments are to be paid by the first parties.



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

TO HAVE AND TO HOLD, All and singular, the above mentioned and described premises, to-
gether with the appurtenances, unto the parties of the second part, and to their heirs and
assigns forever. And the said parties of the first part, and their heirs, the said premises
in the quiet and peaceable possession of the said parties of the second part, 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 WAR-
RANT 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

[Signature]

Wayne Everett (SEAL)
Valene Everett (SEAL)
Edsil Ray Everett (SEAL)
Maxine Everett (SEAL)

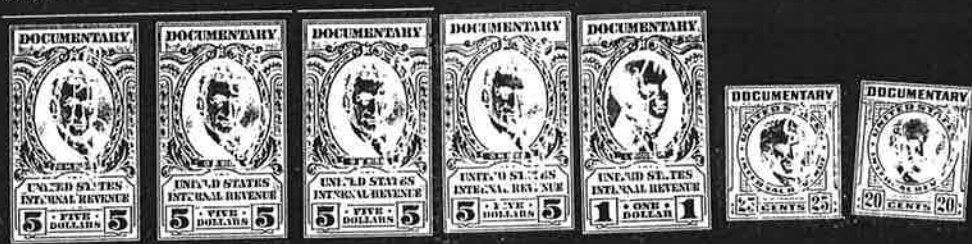
wife, of Oregon City, County of Clackamas, Oregon, and GORDON BOYLE and PEARL BOYLE,
wife,
Idaho Falls County of Bannock State of Idaho

consideration of Ten and no/100 (\$10.00) Dollars and other valuable considerations ~~DO NOT~~
them paid by E. A. STOLWORTHY and SONS, a partnership
County of Bingham State of Idaho

have bargained and sold, and by these presents do grant, bargain, sell and convey unto said
A. STOLWORTHY and SONS, a partnership its successors ~~heirs~~ and assigns,
the following bounded and described real property situated in the County of Bingham
of Idaho

The South Half of the Southwest Quarter of Section Twenty-Seven (27). The Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$), and the South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$) and the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twenty-Six (26); the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-Seven (27). The South Half of the Southeast Quarter of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Twenty-eight (28). The East Half of the East Half (E $\frac{1}{2}$ E $\frac{1}{2}$) of Section Thirty-three (33). North Half of the North Half (N $\frac{1}{2}$ N $\frac{1}{2}$), South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$), Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$), North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$), Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$), West Half of the Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$), Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Thirty-four (34). All in Township Two (2) South, Range Thirty-eight (38), East of the Boise Meridian.

Together with all water, water rights, ditches connected with or had and enjoyed in connection with said real estate and each and every part thereof, whether represented by shares of capital stock in any ditch company or by actual individual ownership or otherwise, together with the buildings and improvements thereon.



her with all and singular the tenements, hereditaments and appurtenances thereunto belonging or
anywise appertaining, and also all their estate, right, title and interest in and to the same.

DO HAVE AND TO HOLD, the above described and granted premises unto the said
E. A. STOLWORTHY and SONS, a partnership,
its successors ~~heirs~~ and assigns forever. And
M. IRELAND and AILSA M. IRELAND, his wife, and GORDON BOYLE and PEARL BOYLE, his wife,
grantors above named do covenant to and with

A. STOLWORTHY and SONS, a partnership, the above named grantee its
s ~~heirs~~ and assigns that it will and its ~~heirs~~, successors and assigns, shall warrant and
the above granted premises, and every part and parcel thereof, against the acts and deeds of said
ors, and all persons claiming by, from, through or under the said grantors unto the said grantee its
s ~~heirs~~ and assigns forever, subject to taxes for 1953.

WITNESS WHEREOF, The said grantors have hereunto set their hand and seal this
th day of November, 1953 A. D.

ted in Presence of:

Read M. Ireland (Seal)
Ailsa M. Ireland (Seal)
Gordon Boyle (Seal)
Pearl Boyle (Seal)

THIS INDENTURE, made this 1st day of July, 1960, between E. A. STOLWORTHY & SONS, A copartnership composed of E. A. STOLWORTHY, GERALD E. STOLWORTHY and LLOYD STOLWORTHY, of the County of Bingham, State of Idaho, the party of the first part, and E. A. STOLWORTHY & SONS, INC., a corporation, of Bonneville County, 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 TEN AND NO/100 (\$10.00) DOLLARS, lawful money of the United States of America, and other good and valuable considerations, to them in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, does, by these presents, remise, release and forever quitclaim unto the said party of the second part, and to its successors and assigns, forever, all the following described real estate, situated in Bingham County, Idaho, to-wit:

The North Half of the Southwest Quarter ($N\frac{1}{2}SW\frac{1}{4}$) and the Northwest Quarter of the Southeast Quarter ($NW\frac{1}{4}SE\frac{1}{4}$) lying South of the road in Section One (1); Lots One (1), Two (2), Three (3) and Four (4), the South Half of the North Half ($S\frac{1}{2}N\frac{1}{2}$), the Southeast Quarter of the Southwest Quarter ($SE\frac{1}{4}SW\frac{1}{4}$) and the North Half of the South Half ($N\frac{1}{2}S\frac{1}{2}$) of Section Two (2); Lots One (1) and Two (2), the North Half of the Southeast Quarter ($N\frac{1}{2}SE\frac{1}{4}$), the South Half of the Northeast Quarter ($S\frac{1}{2}NE\frac{1}{4}$), the Southwest Quarter of the Northwest Quarter ($SW\frac{1}{4}NW\frac{1}{4}$) and the Southwest Quarter ($SW\frac{1}{4}$) of Section Three (3); the East Half of the Southeast Quarter ($E\frac{1}{2}SE\frac{1}{4}$), the Northwest Quarter of the Southeast Quarter ($NW\frac{1}{4}SE\frac{1}{4}$) lying Southeast of the canal; the Southeast Quarter of the Southwest Quarter ($SE\frac{1}{4}SW\frac{1}{4}$) lying Southeast of the canal, and the Southwest Quarter of the Southeast Quarter ($SW\frac{1}{4}SE\frac{1}{4}$) of Section Four (4); the East Half of the Northwest Quarter ($E\frac{1}{2}NW\frac{1}{4}$) and the West Half of the Northeast Quarter ($W\frac{1}{2}NE\frac{1}{4}$) of Section Nine (9), all in Township Two (2) South, Range Thirty-seven (37), East of the Boise Meridian

The Southwest Quarter of the Southeast Quarter ($SW\frac{1}{4}SE\frac{1}{4}$), the South Half of the Southwest Quarter ($S\frac{1}{2}SW\frac{1}{4}$), Section Twenty-nine (29); Lots Two (2), Three (3) and Four (4), the East Half of the Southwest Quarter ($E\frac{1}{2}SW\frac{1}{4}$), the South Half of the Southeast Quarter ($S\frac{1}{2}SE\frac{1}{4}$), Section Thirty (30); All of Sections Thirty-one (31) and Thirty-two (32), excepting the Southeast Quarter of the Southeast Quarter ($SE\frac{1}{4}SE\frac{1}{4}$), and the Northeast Quarter of the Southwest Quarter ($NE\frac{1}{4}SW\frac{1}{4}$), of Section Thirty-two (32) and excepting the following described tract: Beginning at a point on the Section Line 1320 feet East of the Southwest Corner of Section Thirty-one (31) thence North $0^{\circ}17'$ West, parallel with the West Line of said Section Thirty-one (31) for 3417 feet; thence East parallel with the South Line of said Section Thirty-one (31), for 5913 feet, more or less, to the North and South Sixteenth Line through the Northwest Quarter ($NW\frac{1}{4}$) of Section Thirty-two (32), thence South $0^{\circ}09'$ East, along the said Sixteenth Line 3417 feet, to the South Line of said Section Thirty-two (32); thence West along the Section Line 5905 feet, more or less, to the point of beginning. North Half ($N\frac{1}{2}$) of Section Thirty-three (33), the West Half of the Northeast Quarter ($W\frac{1}{2}NE\frac{1}{4}$), the North Half of the Northwest Quarter ($N\frac{1}{2}NW\frac{1}{4}$), the Southwest Quarter of the Northwest Quarter ($SW\frac{1}{4}NW\frac{1}{4}$) and the Northwest Quarter of the Southwest Quarter ($NW\frac{1}{4}SW\frac{1}{4}$) of Section Thirty-four (34), all in Township One (1) South, Range Thirty-eight (38), East of the Boise Meridian



The Southeast Quarter of the Northwest Quarter ($SE\frac{1}{4}NW\frac{1}{4}$) and the South Half ($S\frac{1}{2}$) of Section Three (3); the Southeast Quarter ($SE\frac{1}{4}$) of Section Four (4), excepting the following described tract: beginning at a point 1074' West of the Southeast corner of said Section Four (4), and running thence North $40^{\circ}49'$ West 2100 feet to the Northwest corner of the South Half of the Southeast Quarter ($S\frac{1}{2}SE\frac{1}{4}$) of said Section Four (4), thence South 1320 feet more or less, to the Southwest corner of said South Half of the Southeast Quarter ($S\frac{1}{2}SE\frac{1}{4}$) of said Section Four (4), thence East 1566 feet, more or less, to the point of beginning; the North Half of the Southwest Quarter ($N\frac{1}{2}SW\frac{1}{4}$) and the South Half of the Northeast Quarter ($S\frac{1}{2}NE\frac{1}{4}$) of said Section Four (4); Lots Three (3), Four (4), Five (5), Six (6) and Seven (7) of Section Six (6); the Northeast Quarter ($NE\frac{1}{4}$) of Section Nine (9); the North Half of the Southeast Quarter ($N\frac{1}{2}SE\frac{1}{4}$), excepting the following described tract: beginning at point 1074 feet West of the Northeast corner of said Section (9), thence following a fence running in a Southeasterly direction South $40^{\circ}09'$ East 7.5 feet, thence South $37^{\circ}43'$ East 835 feet, thence South $24^{\circ}49'$ East 882 feet, thence South $30^{\circ}03'$ West 7 feet, thence South $4^{\circ}48'$ West 449 feet, thence South $13^{\circ}16'$ East 536 feet, thence Southwesterly 910 feet to a point on the Southeast line of the North Half of the Southeast Quarter ($N\frac{1}{2}SE\frac{1}{4}$) of said Section Nine (9), which point is 600 feet West of the Southeast corner of said North Half of the Southeast Quarter ($N\frac{1}{2}SE\frac{1}{4}$), thence West 2040 feet, more or less, to the Southwest corner of the North Half of the Southeast Quarter ($N\frac{1}{2}SE\frac{1}{4}$) of said Section Nine (9), thence North 3960 feet, more or less, to the Northwest corner of the Northeast Quarter ($NE\frac{1}{4}$) of said Section Nine (9), thence 1566 feet, more or less, to the point of beginning. All of Section Ten (10); the West Half of the West Half ($W\frac{1}{2}W\frac{1}{2}$), the East Half of the Southwest Quarter ($E\frac{1}{2}SW\frac{1}{4}$) and the Northwest Quarter of the Southeast Quarter ($NW\frac{1}{4}SE\frac{1}{4}$) of Section Eleven (11); the North Half of the Northwest Quarter ($N\frac{1}{2}NW\frac{1}{4}$) and the South Half of the South Half ($S\frac{1}{2}S\frac{1}{2}$) of Section Thirteen (13); the North Half of the North Half ($N\frac{1}{2}N\frac{1}{2}$), the Southeast Quarter of the Northwest Quarter ($SE\frac{1}{4}NW\frac{1}{4}$), the Southwest Quarter of the Northeast Quarter ($SW\frac{1}{4}NE\frac{1}{4}$), the Southwest Quarter ($SW\frac{1}{4}$), the South Half of the Southeast Quarter ($S\frac{1}{2}SE\frac{1}{4}$), the Northwest Quarter of the Southeast Quarter ($NW\frac{1}{4}SE\frac{1}{4}$) of Section Fourteen (14); all of Section Fifteen (15); the East Half ($E\frac{1}{2}$) and the Northwest Quarter ($NW\frac{1}{4}$) of Section Twenty-two (22); all of Section Twenty-three (23); all of Section Twenty-four (24); the Northwest Quarter of the Northwest Quarter ($NW\frac{1}{4}NW\frac{1}{4}$), the North Half of the Southwest Quarter of the North Quarter ($N\frac{1}{2}SW\frac{1}{4}NE\frac{1}{4}$), the North Half of the South Half of the Northwest Quarter ($N\frac{1}{2}S\frac{1}{2}NW\frac{1}{4}$), and the Northwest Quarter of the North Quarter ($NW\frac{1}{4}NE\frac{1}{4}$), the Northeast Quarter of the Northwest Quarter ($NE\frac{1}{4}NW\frac{1}{4}$) of Section Twenty-five (25); all of Section Twenty-six (26); excepting the South Half of the Southeast Quarter ($S\frac{1}{2}SE\frac{1}{4}$) and the Northeast Quarter of the Southeast Quarter ($NE\frac{1}{4}SE\frac{1}{4}$) of said Section Twenty-six (26); the Northeast Quarter ($NE\frac{1}{4}$), the East Half of the Northwest Quarter ($E\frac{1}{2}NW\frac{1}{4}$), the Southeast Quarter ($SE\frac{1}{4}$), the South Half of the Southwest Quarter ($S\frac{1}{2}SW\frac{1}{4}$) of Section Twenty-seven (27); the South Half of the Southeast Quarter of the Southeast Quarter ($S\frac{1}{2}SE\frac{1}{4}SE\frac{1}{4}$) of Section Twenty-eight (28); the South Half of the East Half ($E\frac{1}{2}E\frac{1}{2}$) of Section Thirty-three (33); all of Section Thirty-four (34), excepting the Southeast Quarter of the Southeast Quarter ($SE\frac{1}{4}SE\frac{1}{4}$) of said Section Thirty-four (34); the Northwest Quarter ($NW\frac{1}{4}$), the West Half of the Northeast Quarter ($W\frac{1}{2}NE\frac{1}{4}$), the Northeast Quarter of the Southeast Quarter ($NE\frac{1}{4}SE\frac{1}{4}$).

The South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$), Section Seventeen (17); Lots Two (2), Three (3) and Four (4), the South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$), the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$), Section Eighteen (18); the Northeast Quarter (NE $\frac{1}{4}$), the North Half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$), the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$), Lots One (1), Two (2), Three (3) and Four (4), the East Half of the West Half (E $\frac{1}{2}$ W $\frac{1}{2}$), Section Nineteen (19); the Northwest Quarter (NW $\frac{1}{4}$), and the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$), Section Twenty (20); Lot One (1), the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$), Section Thirty (30), all in Township Two (2) South, Range Thirty-nine (39), East of the Boise Meridian

The Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$), the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$), Section Twenty-three (23); the Southwest Quarter (SW $\frac{1}{4}$), the South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$), Section Twenty-four (24), in Township Three (3) South, Range Forty-one (41), East of the Boise Meridian

The Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$), the West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$), and the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$), Section Sixteen (16); all of Section Seventeen (17); the East Half (E $\frac{1}{2}$) and the Northwest Quarter (NW $\frac{1}{4}$), Section Eighteen (18); the East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$), the Northeast Quarter (NE $\frac{1}{4}$), the Southeast Quarter of the Northwest Quarter (NSE $\frac{1}{4}$ NW $\frac{1}{4}$), and the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$), Section Twenty (20); all of Section Twenty-one (21); the West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$), the Northwest Quarter (NW $\frac{1}{4}$), the Southwest Quarter (SW $\frac{1}{4}$) and the West Half of the Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Twenty-seven (27); the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$), the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) and Lot One (1), Section Twenty-eight (28); the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$), Section Thirty-three (33); the North Half (N $\frac{1}{2}$) and the Southwest Quarter (SW $\frac{1}{4}$), Section Thirty-four (34), all in Township One (1) North, Range Thirty-six (36), East of the Boise Meridian

Lot Four (4), the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$), and the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$), Section Two (2); Lot One (1), the South Half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$), the Southwest Quarter (SW $\frac{1}{4}$), the South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$), and the Southeast Quarter (SE $\frac{1}{4}$), Section Three (3); the East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$), Section Four (4); the East Half of the East Half (E $\frac{1}{2}$ E $\frac{1}{2}$), Section Nine (9); all of Section Ten (10); the South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$), the Southwest Quarter (SW $\frac{1}{4}$), the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$), the West Half of the Southwest Quarter of the Southeast Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$), Section Eleven (11); the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$), the South Half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$), the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$), West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$), and beginning at the Northwest corner of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) and running thence South 80 rods to the Southwest corner, thence East 80 rods to the Southeast corner, then in a Northwesterly direction to the point of beginning, all in Section Fourteen (14); the North Half (N $\frac{1}{2}$), Section Fifteen (15); the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$), the West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$), Section Twenty-two (22), all in Township One (1) South, Range Thirty-six (36), East of the Boise Meridian

EXCEPTING from the above, the following two described tracts of land, to-wit:

75377-4

Tract No. 1: Commencing at a point North 0°53' East, 1827.3 feet and North 75°40' East, 287 feet from the South Quarter corner of Section Eleven (11) in Township One (1) South, Range Thirty-six (36), East of the Boise Meridian, and running South 17°05' East, 368.5 feet; thence North 86°55' West, 373.3 feet; thence North 0°36' East, 265.4 feet; thence 75°40' East, 270 feet to the point of beginning, containing 2.28 acres, more or less;

Tract No. 2: Commencing at a point North 0°53' East, 1827.3 feet and North 75°40' East, 287 feet from the South Quarter corner of Section Eleven (11), in Township One (1) South, Range Thirty-six (36), East of the Boise Meridian, and running thence North 5°38' West, 203 feet; thence North 87°06' East, 514.5 feet; thence South 27°35' East, 204.3 feet; thence South 74°35' West, 375 feet; thence South 40° West, 240 feet; thence North 17°05' West, 247.5 feet to the point of beginning, containing 3.52 acres, more or less,

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

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 its successors and assigns forever.

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

E. A. Stolorthy (SEAL)
Margaret Stolorthy (SEAL)
Lloyd Stolorthy (SEAL)
Lucille Stolorthy (SEAL)
Gerald Stolorthy (SEAL)
Margaret Stolorthy (SEAL)

STATE OF IDAHO
 County of Bingham

On this 28th day of June, 1960, before me, the undersigned Notary Public in and for said State personally appeared E. A. STOLWORTHY and MULVENA STOLWORTHY, his wife, GERALD E. STOLWORTHY and MARGARET STOLWORTHY, his wife, and LLOYD STOLWORTHY and LUCILLE STOLWORTHY, 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.

Joseph L. Albright
 Notary Public for State of Idaho
 Residing at Idaho Falls, Idaho

THIS INDENTURE, made this 28th day of June, 1960, between E. A. STOLWORTHY and MULVENA STOLWORTHY, his wife, GERALD E. STOLWORTHY and BET STOLWORTHY, his wife, and LLOYD STOLWORTHY and LUCILLE STOLWORTHY, wife, of Bingham County, State of Idaho, the parties of the first part, . A. STOLWORTHY & SONS, a copartnership composed of E. A. Stolworthy, G. E. Stolworthy and Lloyd Stolworthy, 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 TEN AND NO/100 (\$10.00) DOLLARS, lawful money of the United States of America, and other good and valuable considerations, now in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, do, by these presents, remise, release and forever quit unto the said party of the second part, and to its successors and assigns, forever, all the following described real estate, situated in Bingham County, Idaho, to-wit:

The North Half of the Southwest Quarter ($N\frac{1}{2}SW\frac{1}{4}$) and the Northwest Quarter of the Southeast Quarter ($NW\frac{1}{4}SE\frac{1}{4}$) lying South of the road in Section One (1); Lots One (1), Two (2), Three (3) and Four (4), the South Half of the North Half ($S\frac{1}{2}N\frac{1}{2}$), the Southeast Quarter of the Southwest Quarter ($SE\frac{1}{4}SW\frac{1}{4}$) and the North Half of the South Half ($N\frac{1}{2}S\frac{1}{2}$) of Section Two (2); Lots One (1) and Two (2), the North Half of the Southeast Quarter ($N\frac{1}{2}SE\frac{1}{4}$), the South Half of the Northeast Quarter ($S\frac{1}{2}NE\frac{1}{4}$), the Southwest Quarter of the Northwest Quarter ($SW\frac{1}{4}NW\frac{1}{4}$) and the Southwest Quarter ($SW\frac{1}{4}$) of Section Three (3); the East Half of the Southeast Quarter ($E\frac{1}{2}SE\frac{1}{4}$), the Northwest Quarter of the Southeast Quarter ($NW\frac{1}{4}SE\frac{1}{4}$) lying Southeast of the canal; the Southeast Quarter of the Southwest Quarter ($SE\frac{1}{4}SW\frac{1}{4}$) lying Southeast of the canal, and the Southwest Quarter of the Southeast Quarter ($SW\frac{1}{4}SE\frac{1}{4}$) of Section Four (4); the East Half of the Northwest Quarter ($E\frac{1}{2}NW\frac{1}{4}$) and the West Half of the Northeast Quarter ($W\frac{1}{2}NE\frac{1}{4}$) of Section Nine (9), all in Township Two (2) South, Range Thirty-seven (37), East of the Boise Meridian

The Southwest Quarter of the Southeast Quarter ($SW\frac{1}{4}SE\frac{1}{4}$), the South Half of the Southwest Quarter ($S\frac{1}{2}SW\frac{1}{4}$), Section Twenty-nine (29); Lots Two (2), Three (3) and Four (4), the East Half of the Southwest Quarter ($E\frac{1}{2}SW\frac{1}{4}$), the South Half of the Southeast Quarter ($S\frac{1}{2}SE\frac{1}{4}$), Section Thirty (30); All of Sections Thirty-one (31) and Thirty-two (32), excepting the Southeast Quarter of the Southeast Quarter ($SE\frac{1}{4}SE\frac{1}{4}$), and the Northeast Quarter of the Southwest Quarter ($NE\frac{1}{4}SW\frac{1}{4}$), of Section Thirty-two (32) and excepting the following described tract: Beginning at a point on the Section Line 1320 feet East of the Southwest Corner of Section Thirty-one (31) thence North $0^{\circ}17'$ West, parallel with the West Line of said Section Thirty-one (31) for 3417 feet; thence East parallel with the South Line of said Section Thirty-one (31), for 5913 feet, more or less, to the North and South Sixteenth Line through the Northwest Quarter ($NW\frac{1}{4}$) of Section Thirty-two (32), thence South $0^{\circ}09'$ East, along the said Sixteenth Line 3417 feet, to the South Line of said Section Thirty-two (32); thence West along the Section Line 5905 feet, more or less, to the point of beginning. North Half ($N\frac{1}{2}$) of Section Thirty-three (33); the West Half of the Northeast Quarter ($W\frac{1}{2}NE\frac{1}{4}$), the North Half of the Northwest Quarter ($N\frac{1}{2}NW\frac{1}{4}$), the Southwest Quarter of the Northwest Quarter ($SW\frac{1}{4}NW\frac{1}{4}$) and the Northwest Quarter of the Southwest Quarter ($NW\frac{1}{4}SW\frac{1}{4}$) of Section Thirty-four (34), all in Township One (1) South, Range Thirty-eight (38), East of the Boise Meridian

The Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) and the South Half (S $\frac{1}{2}$) of Section Three (3); the Southeast Quarter (SE $\frac{1}{4}$) of Section Four (4), excepting the following described tract: Beginning at a point 1074' West of the Southeast corner of said Section Four (4), and running thence North 88°41' West 2100 feet to the Northwest corner of the South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) of said Section Four (4), thence South 1320 feet more or less, to the Southwest corner of said South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) of said Section Four (4), thence East 1553 feet, more or less, to the point of beginning; the North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) and the South Half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$) of said Section Four (4); Lots Three (3), Four (4), Five (5), Six (6) and Seven (7) of Section Six (6); the Northeast Quarter (NE $\frac{1}{4}$) of Section Nine (9); the North Half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$), excepting the following described tract: Beginning at a point 1577 feet West of the Northeast corner of said Section Nine (9), thence following a fence running in a southeasterly direction South 10°15' East 7.5 feet, thence South 77°24' East 234 feet, thence South 11°4' East 382 feet, thence South 10°0' West 716 feet, thence South 74°1' West 443 feet, thence South 11°1' East 251 feet, thence Southwesterly 310 feet to a point on the North line of the North Half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$) of said Section Nine (9), which point is 369 feet West of the Southeast corner of said North Half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$), thence West 369 feet, more or less, to the Southwest corner of the North Half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$) of said Section Nine (9), thence North 2958 feet, more or less, to the Northwest corner of the Northeast Quarter (NE $\frac{1}{4}$) of said Section Nine (9), thence East 1333 feet, more or less, to the point of beginning. All of Section Ten (10); the West Half of the West Half (WW $\frac{1}{2}$), the East Half of the Southwest Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$) and the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Eleven (11); the North Half of the Northwest Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$) and the South Half of the South Half (S $\frac{1}{2}$ S $\frac{1}{2}$) of Section Thirteen (13); the North Half of the North Half (NN $\frac{1}{2}$), the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$), the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$), the Southwest Quarter (SW $\frac{1}{4}$), the South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$), the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Fourteen (14); all of Section Fifteen (15); the East Half (E $\frac{1}{2}$) and the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-two (22); all of Section Twenty-three (23); all of Section Twenty-four (24); the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$), the North Half of the Southwest Quarter of the Northeast Quarter (N $\frac{1}{2}$ SW $\frac{1}{2}$ NE $\frac{1}{4}$), the North Half of the South Half of the Northwest Quarter (N $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$), and the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$), the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twenty-five (25); all of Section Twenty-six (26), excepting the South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$), and the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section Twenty-six (26); the Northeast Quarter (NE $\frac{1}{4}$), the East Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$), the Southeast Quarter (SE $\frac{1}{4}$), the South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Twenty-seven (27); the South Half of the Southeast Quarter of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Twenty-eight (28); the East Half of the East Half (E $\frac{1}{2}$ E $\frac{1}{2}$) of Section Thirty-three (33); all of Section Thirty-four (34), excepting the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section Thirty-four (34); the Northwest Quarter (NW $\frac{1}{4}$), the West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$), the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of

The South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$), Section Seventeen (17); Lots Two (2), Three (3) and Four (4), the South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$), the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$), Section Eighteen (18); the Northeast Quarter (NE $\frac{1}{4}$), the North Half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$), the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$), Lots One (1), Two (2), Three (3) and Four (4), the East Half of the West Half (E $\frac{1}{2}$ W $\frac{1}{2}$), Section Nineteen (19); the Northwest Quarter (NW $\frac{1}{4}$), and the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$), Section Twenty (20); Lot One (1), the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$), Section Thirty (30), all in Township Two (2) South, Range Thirty-nine (39), East of the Boise Meridian.

The Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$), the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$), Section Twenty-three (23); the Southwest Quarter (SW $\frac{1}{4}$), the South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$), Section Twenty-four (24), in Township Three (3) South, Range Forty-one (41), East of the Boise Meridian.

The Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$), the West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$), and the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$), Section Sixteen (16); all of Section Seventeen (17); the East Half (E $\frac{1}{2}$) and the Northwest Quarter (NW $\frac{1}{4}$), Section Eighteen (18); the East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$), the Northeast Quarter (NE $\frac{1}{4}$), the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$), and the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$), Section Twenty (20); all of Section Twenty-one (21); the West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$), the Northwest Quarter (NW $\frac{1}{4}$), the Southwest Quarter (SW $\frac{1}{4}$) and the West Half of the Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Twenty-seven (27); the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$), the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) and Lot One (1), Section Twenty-eight (28); the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$), Section Thirty-three (33); the North Half (N $\frac{1}{2}$) and the Southwest Quarter (SW $\frac{1}{4}$), Section Thirty-four (34), all in Township One (1) North, Range Thirty-six (36), East of the Boise Meridian.

Lot Four (4), the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$), and the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$), Section Two (2); Lot One (1), the South Half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$), the Southwest Quarter (SW $\frac{1}{4}$), the South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$), and the Southeast Quarter (SE $\frac{1}{4}$), Section Three (3); the East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$), Section Four (4); the East Half of the East Half (E $\frac{1}{2}$ E $\frac{1}{2}$), Section Nine (9); all of Section Ten (10); the South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$), the Southwest Quarter (SW $\frac{1}{4}$), the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$), the West Half of the Southwest Quarter of the Southeast Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$), Section Eleven (11); the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$), the South Half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$), the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$), West Half of the Northwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$), and beginning at the Northwest corner of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) and running thence South 80 rods to the Southwest corner, thence East 80 rods to the Southeast corner, then in a straight line direction to the point of beginning, all in Township One (1) North, Range Thirty-six (36), East of the Boise Meridian.

EXCEPTING from the above, the $\frac{1}{4}$ section of land, to-wit:

Tract No. 1: Commencing at a point North 0°53' East, 1827.3 feet and North 75°40' East, 287 feet from the South Quarter corner of Section Eleven (11) in Township One (1) South, Range Thirty-six (36), East of the Boise Meridian, and running South 17°05' East, 368.5 feet; thence North 86°55' West, 373.3 feet; thence North 0°36' East, 265.4 feet; thence 75°40' East, 270 feet to the point of beginning, containing 2.28 acres, more or less;

Tract No. 2: Commencing at a point North 0°53' East, 1827.3 feet and North 75°40' East, 287 feet from the South Quarter corner of Section Eleven (11), in Township One (1) South, Range Thirty-six (36), East of the Boise Meridian, and running thence North 5°38' West, 203 feet; thence North 87°06' East, 514.5 feet; thence South 27°35' East, 204.3 feet; thence South 74°35' West, 375 feet; thence South 40° West, 240 feet; thence North 17°05' West, 247.5 feet to the point of beginning, containing 3.52 acres, more or less,

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, and rents, issues and its 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 successors and assigns forever.

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

E. A. STOLWORTHY & SONS
A Copartnership

By E. A. Stolworthy
Partner

By Donald E. Stolworthy
Partner

By Lloyd Stolworthy
Partner

STATE OF IDAHO)
County of Bonneville) ss

On this 1st day of July, 1960, before me, the undersigned Notary Public in and for said State, personally appeared E. A. STOLWORTHY, GEORGE E. STOLWORTHY and LLOYD STOLWORTHY, known to me to be the partners in said partnership, and the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said partnership name.

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

Wray L. Williams
Notary Public for State of Idaho
Residing at Idaho Falls, Idaho

CERTIFICATE OF LIMITED PARTNERSHIP
OF
THE LLOYD STOLWORTHY FAMILY LIMITED PARTNERSHIP "A"
A limited partnership

The parties hereto do hereby certify that an Agreement was made effective the 15 day of OCTOBER, 1982, at Salt Lake City, Utah, by the following, herein called "General Partners":

Lloyd Stolworthy

Lucille Stolworthy

and by the following, herein called "Limited Partners":

Lloyd Stolworthy

Lucille Stolworthy

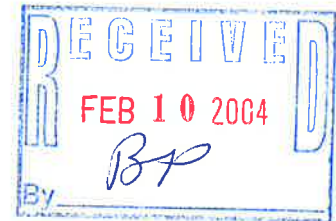
Kelly A. Bingham

Peggy Marie Bingham

Peggy Marie Bingham as Custodian for:

Kelly Don Bingham

Richard Allen Bingham



W I T N E S S E T H:

The parties hereto on the date described above formed a Limited Partnership pursuant to the provisions of Section 53-202 of the Limited Partnership act, Idaho Code Annotated, 1947, and sign and swear to this certificate as required by Idaho Code Annotated, Section 53-202(1)(b):

1. NAME: The name of this Limited Partnership is The Lloyd Stolworthy Family Limited Partnership A

2. BUSINESS: The general character of the partnership business shall be to hold, develop, and lease real estate, and conduct a general business as thereto related.

3. PRINCIPAL PLACE OF BUSINESS: The location of the principal place of business of the partnership is 182 Hartert Drive, Idaho Falls, Idaho.

4. THE PARTNERS: The names and places of residence of each member of the Limited Partnership are as follows:

GENERAL PARTNERS

Lloyd Stolworthy

Lucille Stolworthy

LIMITED PARTNERS

Lloyd Stolworthy

Lucille Stolworthy

Kelly A. Bingham

Peggy Marie Bingham

Kelly Don Bingham

Richard Allen Bingham

PLACE OF RESIDENCE

182 Hartert Drive
Idaho Falls, Idaho

182 Hartert Drive
Idaho Falls, Idaho

PLACE OF RESIDENCE

182 Hartert Drive
Idaho Falls, Idaho

182 Hartert Drive
Idaho Falls, Idaho

Box 344
Firth, Idaho

Box 344
Firth, Idaho

Box 344
Firth, Idaho

Box 344
Firth, Idaho

5. TERM: The partnership shall begin on the 15 day of OCT., 1982, and shall continue for twenty-five (25) years thereafter unless sooner dissolved by law or by agreement of the parties hereto, or unless extended by a majority agreement of the partners.

6. ADDITIONAL CONTRIBUTIONS: No additional contributions of the Limited Partners have been agreed upon.

7. RETURN OF CONTRIBUTIONS: No time has been agreed upon for the return of any contribution by any Limited Partner.

8. PROFITS: All annual net profits of the partnership shall be divided among the General and Limited Partners in the same proportions as the Partners' then capital interest accounts.

9. ASSIGNMENTS: A Limited Partner shall have the right to sell his interest in the partnership acting through the guardian, but only after such Limited Partner gives to the partnership a thirty-day opportunity to purchase such interest, as explained in detail by the partnership agreement.

10. ADDITIONAL LIMITED PARTNERS: The General Partner may admit additional limited partners.

11. PRIORITY AMONG LIMITED PARTNERS: There is no priority of one Limited Partner over another as to the

contributions or compensation by way of income.

12. CONTINUANCE OF BUSINESS: Upon the death, retirement or insanity of the surviving General Partner, the partnership shall dissolve unless continued by the remaining partners and selecting when necessary a new general partner. If the last surviving or serving General Partner has died, retired and/or becomes insane, then the Limited Partners, holding interest in capital in excess of fifty percent (50%) of the capital owned by all Limited Partners, may elect to continue the partnership by selecting a new general Partner.

13. PROPERTY OTHER THAN CASH: A Limited Partner may not demand property other than cash in return for his contributions.

14. AMOUNT OF CASH AND AGREED VALUE AND DESCRIPTION OF OTHER PROPERTY CONTRIBUTED: The Limited Partners have contributed their interest in the property as set forth in Schedule "A" attached hereto, with an agreed value of \$843,000⁰⁰.

GENERAL PARTNERS

Lloyd Stolworthy
LLOYD STOLWORTHY

Lucille Stolworthy
LUCILLE STOLWORTHY

LIMITED PARTNERS

Lloyd Stolworthy
LLOYD STOLWORTHY

Lucille Stolworthy
LUCILLE STOLWORTHY

Kelly A. Bingham
KELLY A. BINGHAM

Peggy Marie Bingham
PEGGY MARIE BINGHAM

Peggy Marie Bingham
PEGGY MARIE BINGHAM CUSTODIAN FOR

KELLY DON BINGHAM

RICHARD ALLEN BINGHAM

CERTIFICATE OF LIMITED PARTNERSHIP
OF
THE LLOYD STOLWORTHY FAMILY LIMITED PARTNERSHIP "A"
A limited partnership

The parties hereto do hereby certify that an Agreement was made effective the 15 day of OCTOBER, 1982, at Salt Lake City, Utah, by the following, herein called "General Partners":

Lloyd Stolworthy
Lucille Stolworthy

and by the following, herein called "Limited Partners":

Lloyd Stolworthy
Lucille Stolworthy
Kelly A. Bingham
Peggy Marie Bingham
Peggy Marie Bingham as Custodian for:
Kelly Don Bingham
Richard Allen Bingham

W I T N E S S E T H:

The parties hereto on the date described above formed a Limited Partnership pursuant to the provisions of Section 53-202 of the Limited Partnership act, Idaho Code Annotated, 1947, and sign and swear to this certificate as required by Idaho Code Annotated, Section 53-202(1)(b):

1. NAME: The name of this Limited Partnership is The Lloyd Stolworthy Family Limited Partnership A

2. BUSINESS: The general character of the partnership business shall be to hold, develop, and lease real estate, and conduct a general business as thereto related.

3. PRINCIPAL PLACE OF BUSINESS: The location of the principal place of business of the partnership is 182 Hartert Drive, Idaho Falls, Idaho.

4. THE PARTNERS: The names and places of residence of each member of the Limited Partnership are as follows:

GENERAL PARTNERS

Lloyd Stolworthy

Lucille Stolworthy

LIMITED PARTNERS

Lloyd Stolworthy

Lucille Stolworthy

Kelly A. Bingham

Peggy Marie Bingham

Kelly Don Bingham

Richard ^{Ryan} Allen Bingham

PLACE OF RESIDENCE

182 Hartert Drive
Idaho Falls, Idaho

182 Hartert Drive
Idaho Falls, Idaho

PLACE OF RESIDENCE

182 Hartert Drive
Idaho Falls, Idaho

182 Hartert Drive
Idaho Falls, Idaho

Box 344
Firth, Idaho

Box 344
Firth, Idaho

Box 344
Firth, Idaho

Box 344
Firth, Idaho

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7. RETURN OF CONTRIBUTIONS: No time has been agreed upon for the return of any contribution by any Limited Partner.

8. PROFITS: All annual net profits of the partnership shall be divided among the General and Limited Partners in the same proportions as the Partners' then capital interest accounts.

9. ASSIGNMENTS: A Limited Partner shall have the right to sell his interest in the partnership acting through the guardian, but only after such Limited Partner gives to the partnership a thirty-day opportunity to purchase such interest, as explained in detail by the partnership agreement.

10. ADDITIONAL LIMITED PARTNERS: The General Partner may admit additional limited partners.

11. PRIORITY AMONG LIMITED PARTNERS: There is no priority of one Limited Partner over another as to the

contributions or compensation by way of income.

12. CONTINUANCE OF BUSINESS: Upon the death, retirement or insanity of the surviving General Partner, the partnership shall dissolve unless continued by the remaining partners and selecting when necessary a new general partner. If the last surviving or serving General Partner has died, retired and/or becomes insane, then the Limited Partners, holding interest in capital in excess of fifty percent (50%) of the capital owned by all Limited Partners, may elect to continue the partnership by selecting a new general Partner.

13. PROPERTY OTHER THAN CASH: A Limited Partner may not demand property other than cash in return for his contributions.

14. AMOUNT OF CASH AND AGREED VALUE AND DESCRIPTION OF OTHER PROPERTY CONTRIBUTED: The Limited Partners have contributed their interest in the property as set forth in Schedule "A" attached hereto, with an agreed value of \$843,000⁰⁰.

QUIT CLAIM DEED

LLOYD STOLWORTHY and LUCILLE STOLWORTHY, Grantors of Idaho Falls, County of Bonneville, State of Idaho, hereby QUIT CLAIM to THE LLOYD STOLWORTHY FAMILY LIMITED PARTNERSHIP - A, dated the 15 day of OCTOBER, 1982, and signed by Lloyd Stolworthy and Lucille Stolworthy for the sum of TEN DOLLARS (\$10.00), the following described tracts of land located in Bingham County, State of Idaho and subject to the encumbrances owed thereon to wit:

1. T. 1 So. R. 38, E.B.M. All of Sections 31 and 32, excepting, therefore, the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) and the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section Thirty-two (32), and also excepting: beginning at a point on the Section Line 1320 feet East of the Southwest corner of Section Thirty-one (31), and running thence North 9° 17' West, and parallel with the West line of said section 3417 feet; thence East and parallel with the South line of said section, 5913 feet, more or less, to the North-South 1/16 line, through the Northwest Quarter (NW 1/4) of Section Thirty-two (32); thence South 0° 09' East along said 1/16 line, 3417 feet to the South line of said Section Thirty-two (32); thence West along said section line 5905 feet, more or less, to the point of beginning, containing 463.50 acres.
2. T. 2 So. R. 38, E.B.M. All of Section 10.
3. T. 2 So. R. 38, E.B.M. Section Nine (9): All of the Northeast Quarter (NE 1/4) and the North half of the Southeast Quarter (N 1/2 SE 1/4), Except: Beginning at a point 1074 feet West of the Northeast Corner of said Section Nine (9); thence following fence in Southeasterly direction, South 40° 09' East 7.5 feet; thence South 37° 43' East 835 feet; thence South 24° 49' East 882 feet; thence South 80° 08' West 768 feet; thence South 4° 48' West 449 feet; thence South 13° 16' East 536 feet; thence Southeasterly 910 feet to a point on the South line of the North half of the Southeast Quarter (N 1/2 SE 1/4) which is 600 feet West of the Southeast Corner of the North half of the Southeast Quarter (N 1/2 SE 1/4); thence West 2040 feet, more or less to the Southwest corner of the North half of the Southeast Quarter (N 1/2 SE 1/4); thence North 3960 feet more or less, to the Northwest corner of the Northeast Quarter (NE 1/4); thence East 1566 feet, more or less, to the point of beg.
4. T. 2 So. R. 38, E.B.M. Lots 3, 4, 5, 6, & 7 of Section 6.
5. T. 1 So. R. 38, E.B.M. N 1/2 of Section 33.

6. T. 2 So. R. 38, E.B.M. Section Four (4): Southeast Quarter (SE 1/4), excepting therefrom: Beginning at point 1074 feet West of the Southeast corner of said Section Four (4), and running thence North 40° 49' West 2100 feet to the Northwest Corner of the South half of the Southeast Quarter (S 1/2 SE 1/4); thence South 1320 feet, more or less, to the Southwest Corner, thence East 1566 feet, more or less, to the point of beginning.
North Half of the Southwest Quarter (N 1/2 SW 1/4)
South Half of the Northeast Quarter (S 1/2 NE 1/4)
7. T. 2 So. R. 38, E.B.M. W 1/2 SE 1/4; SE 1/4 NW 1/4; SW 1/4 of Section 3.
8. T. 1 So. R. 38, E.B.M. SW 1/4 SE 1/4; S 1/2 SW 1/4 of Section 29.
9. T. 1 So. R. 38, E.B.M. Lots 2, 3, & 4; E 1/2 SW 1/4; S 1/2 SE 1/4 of Section 30.
10. T. 2 So. R 38, E.B.M. All of Section 15.
11. T. 2 So. R 38, E.B.M. N 1/2 N 1/2; SE 1/4 NW 1/4; SW 1/4 NE 1/4; SW 1/4; S 1/2 SE 1/4; NW 1/4 SE 1/4 of Section 14.
12. T. 2 So. R 38, E.B.M. S 1/2 S 1/2; N 1/2 NW 1/4 of Section 13. Also, the N 1/2 of SE 1/4 of Section 13.
13. T. 2 So. R 38, E.B.M. W 1/2 W 1/2, except that portion lying North of Wolverine Creek; E 1/2 SW 1/4; NW 1/4 SE 1/4 of Section 11.
14. T. 2 So. R. 39, E.B.M. All Section 10.
15. T. 2 So. R. 39, E.B.M. All Section 9 less W 1/2 SW 1/4.
16. T. 2 So. R. 39, E.B.M. S 1/2 NE 1/4 Section 8.
17. T. 2 So. R. 39, E.B.M. All Section 4.
18. T. 2 So. R. 39, E.B.M. Lots 2, 3, 4.

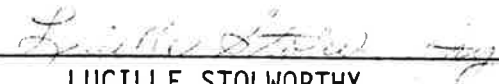
TOGETHER with all water and water rights, ditches and ditch rights, wells and well rights, including the water developed therefrom.

TOGETHER with all the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion, and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to said property, in law as well as in equity. BINGHAM COUNTY, IDAHO

Together with all water rights. Also all farm machinery and the two grain bins located on the ~~Getion~~ railroad siding located on land lease #A096873. *Gosken*

WITNESS the hand of said Grantor this 15 day of OCTOBER, 1982.


LLOYD STOLWORTHY


LUCILLE STOLWORTHY

STATE OF UTAH)
COUNTY OF GILBERT) ss

On this 15 day of OCTOBER, 1982, personally appeared before me Lloyd Stolworthy and Lucille Stolworthy, the signers of the within instrument who duly acknowledged to me that they executed the same.

My Commission expires:

3/23/85

MAILING ADDRESS OF GRANTEES:

182 Hartert Drive
Idaho Falls, Idaho 83401


Notary Public
Residing at: Alpine, Utah

QUIT CLAIM DEED

LLOYD STOLWORTHY and LUCILLE STOLWORTHY, Grantors of Idaho Falls, County of Bonneville, State of Idaho, hereby QUIT CLAIM to THE LLOYD STOLWORTHY FAMILY LIMITED PARTNERSHIP - A, dated the 15 day of OCTOBER, 1982, and signed by Lloyd Stolworthy and Lucille Stolworthy for the sum of TEN DOLLARS (\$10.00), the following described tracts of land located in Bingham County, State of Idaho and subject to the encumbrances owed thereon to wit:

1. T. 1 So. R. 38, E.B.M. All of Sections 31 and 32, excepting, therefore, the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) and the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section Thirty-two (32), and also excepting: beginning at a point on the Section Line 1320 feet East of the Southwest corner of Section Thirty-one (31), and running thence North 9° 17' West, and parallel with the West line of said section 3417 feet; thence East and parallel with the South line of said section, 5913 feet, more or less, to the North-South 1/16 line, through the Northwest Quarter (NW 1/4) of Section Thirty-two (32); thence South 0° 09' East along said 1/16 line, 3417 feet to the South line of said Section Thirty-two (32); thence West along said section line 5905 feet, more or less, to the point of beginning, containing 463.50 acres.
2. T. 2 So. R. 38, E.B.M. All of Section 10.
3. T. 2 So. R. 38, E.B.M. Section Nine (9): All of the Northeast Quarter (NE 1/4) and the North half of the Southeast Quarter (N 1/2 SE 1/4), Except: Beginning at a point 1074 feet West of the Northeast Corner of said Section Nine (9); thence following fence in Southeasterly direction, South 40° 09' East 7.5 feet; thence South 37° 43' East 835 feet; thence South 24° 49' East 882 feet; thence South 80° 08' West 768 feet; thence South 4° 48' West 449 feet; thence South 13° 16' East 536 feet; thence Southeasterly 910 feet to a point on the South line of the North half of the Southeast Quarter (N 1/2 SE 1/4) which is 600 feet West of the Southeast Corner of the North half of the Southeast Quarter (N 1/2 SE 1/4); thence West 2040 feet, more or less to the Southwest corner of the North half of the Southeast Quarter (N 1/2 SE 1/4); thence North 3960 feet more or less, to the Northwest corner of the Northeast Quarter (NE 1/4); thence East 1566 feet, more or less, to the point of beg.
4. T. 2 So. R. 38, E.B.M. Lots 3, 4, 5, 6, & 7 of Section 6.
5. T. 1 So. R. 38, E.B.M. N 1/2 of Section 33.

6. T. 2 So. R. 38, E.B.M. Section Four (4): South-east Quarter (SE 1/4), excepting therefrom: Beginning at point 1074 feet West of the South-east corner of said Section Four (4), and running thence North 40° 49' West 2100 feet to the Northwest Corner of the South half of the Southeast Quarter (S 1/2 SE 1/4); thence South 1320 feet, more or less, to the Southwest Corner, thence East 1566 feet, more or less, to the point of beginning.
North Half of the Southwest Quarter (N 1/2 SW 1/4)
South Half of the Northeast Quarter (S 1/2 NE 1/4)
7. T. 2 So. R. 38, E.B.M. W 1/2 SE 1/4; SE 1/4 NW 1/4; SW 1/4 of Section 3.
8. T. 1 So. R. 38, E.B.M. SW 1/4 SE 1/4; S 1/2 SW 1/4 of Section 29.
9. T. 1 So. R. 38, E.B.M. Lots 2, 3, & 4; E 1/2 SW 1/4; S 1/2 SE 1/4 of Section 30.
10. T. 2 So. R 38, E.B.M. All of Section 15.
11. T. 2 So. R 38, E.B.M. N 1/2 N 1/2; SE 1/4 NW 1/4; SW 1/4 NE 1/4; SW 1/4; S 1/2 SE 1/4; NW 1/4 SE 1/4 of Section 14.
12. T. 2 So. R 38, E.B.M. S 1/2 S 1/2; N 1/2 NW 1/4 of Section 13. Also, the N 1/2 of SE 1/4 of Section 13.
13. T. 2 So. R 38, E.B.M. W 1/2 W 1/2, except that portion lying North of Wolverine Creek; E 1/2 SW 1/4; NW 1/4 SE 1/4 of Section 11.
14. T. 2 So. R. 39, E.B.M. All Section 10.
15. T. 2 So. R. 39, E.B.M. All Section 9 less W 1/2 SW 1/4.
16. T. 2 So. R. 39, E.B.M. S 1/2 NE 1/4 Section 8.
17. T. 2 So. R. 39, E.B.M. All Section 4.
18. T. 2 So. R. 39, E.B.M. Lots 2, 3, 4.

TOGETHER with all water and water rights, ditches and ditch rights, wells and well rights, including the water developed therefrom.

TOGETHER with all the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion, and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to said property, in law as well as in equity. BINGHAM COUNTY, IDAHO

Together with all water rights. Also all farm machinery and the two grain bins located on the Gotion railroad siding located on land lease #A096873.

WITNESS the hand of said Grantor this 15 day of OCTOBER, 1982.


LLOYD STOLWORTHY


LUCILLE STOLWORTHY

STATE OF UTAH)
COUNTY OF SALT LAKE) SS

On this 15 day of OCTOBER, 1982, personally appeared before me Lloyd Stolworthy and Lucille Stolworthy, the signers of the within instrument who duly acknowledged to me that they executed the same.

My Commission expires:

3/23/85


Notary Public
Residing at: Alpine, Utah

MAILING ADDRESS OF GRANTEEES:

182 Hartert Drive
Idaho Falls, Idaho 83401

CERTIFICATE OF LIMITED PARTNERSHIP
OF
THE LLOYD STOLWORTHY FAMILY LIMITED PARTNERSHIP B
A limited partnership

The parties hereto do hereby certify that an Agreement was made effective the 15 day of OCTOBER, 1982, at Salt Lake City, Utah, by the following, herein called "General Partners":

Lloyd Stolworthy

Lucille Stolworthy

and by the following, herein called "Limited Partners":

Lloyd Stolworthy

Lucille Stolworthy

Karen Stolworthy

Karen Stolworthy as Custodian for:

Larry L. Newman

Carolyn Newman

Janet Newman

Kathleen L. Layne

Kathleen L. Layne as Custodian for:

Nicole Layne

Janet Layne

Jay L. Stolworthy

Merilynn Stolworthy

Jay L. Stolworthy as Custodian for:

Melissa Stolworthy

Lloyd Don Stolworthy

Jason Stolworthy

Amanda Stolworthy

Andrew Stolworthy

David Edward Stolworthy

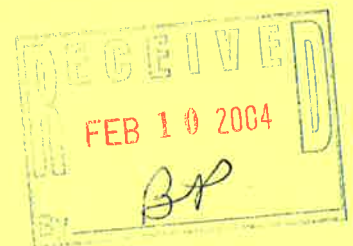
Brenda Kay Stolworthy

David Edward Stolworthy as Custodian for:

Theresa Stolworthy

Nancy Stolworthy

David Willard Stolworthy



W I T N E S S E T H:

The parties hereto on the date described above formed a Limited Partnership pursuant to the provisions of Section 53-202 of the Limited Partnership act, Idaho Code Annotated, 1947, and sign and swear to this certificate as required by Idaho Code Annotated, Section 53-202(1)(b):

1. NAME: The name of this Limited Partnership is The Lloyd Stolworthy Family Limited Partnership B

2. BUSINESS: The general character of the partnership business shall be to hold, develop, and lease real estate, and conduct a general business as thereto related.

3. PRINCIPAL PLACE OF BUSINESS: The location of the principal place of business of the partnership is 182 Hartert Drive, Idaho Falls, Idaho.

4. THE PARTNERS: The names and places of residence of each member of the Limited Partnership are as follows:

GENERAL PARTNERSPLACE OF RESIDENCE

Lloyd Stolworthy

182 Hartert Drive
Idaho Falls, Idaho

Lucille Stolworthy

182 Hartert Drive
Idaho Falls, IdahoLIMITED PARTNERSPLACE OF RESIDENCE

Lloyd Stolworthy

182 Hartert Drive
Idaho Falls, Idaho

Lucille Stolworthy

182 Hartert Drive
Idaho Falls, Idaho

Karen Stolworthy

7743 Iron Court
Boise, Idaho

Kathleen L. Layne

7743 Iron Court
Boise, Idaho

Nicole Layne

7743 Iron Court
Boise, Idaho

Janet Layne

7743 Iron Court
Boise, Idaho

Larry L. Newman

7743 Iron Court
Boise, Idaho

Carolyn Newman

7743 Iron Court
Boise, Idaho

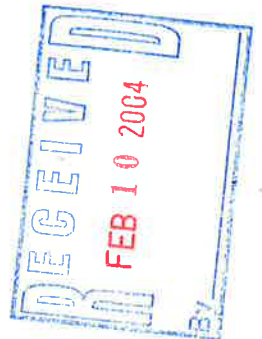
Janet Newman

7743 Iron Court
Boise, Idaho

Jay L. Stolworthy

870 South Park
Shelley, Idaho

Merilynn Stolworthy

870 South Park
Shelley, Idaho

3

Melissa Stolworthy	870 South Park Shelley, Idaho
Lloyd Don Stolworthy	870 South Park Shelley, Idaho
Jason Stolworthy	870 South Park Shelley, Idaho
Amanda Stolworthy	870 South Park Shelley, Idaho
Andrew Stolworthy	870 South Park Shelley, Idaho
David Edward Stolworthy	Box 342 Shelley, Idaho
Brenda Kay Stolworthy	Box 342 Shelley, Idaho
Theresa Stolworthy	Box 342 Shelley, Idaho
Nancy Stolworthy	Box 342 Shelley, Idaho
David Willard Stolworthy	Box 342 Shelley, Idaho

5. TERM: The partnership shall begin on the 15 day of OCTOBER, 1988, and shall continue for twenty-five (25) years thereafter unless sooner dissolved by law or by agreement of the parties hereto, or unless extended by a majority agreement of the partners.

6. ADDITIONAL CONTRIBUTIONS: No additional contributions of the Limited Partners have been agreed upon.

7. RETURN OF CONTRIBUTIONS: No time has been agreed upon for the return of any contribution by any Limited Partner.

8. PROFITS: All annual net profits of the partnership shall be divided among the General and Limited Partners in the same proportions as the Partners' then capital interest accounts.

9. ASSIGNMENTS: A Limited Partner shall have the right to sell his interest in the partnership acting through the guardian, but only after such Limited Partner gives to the partnership a thirty-day opportunity to purchase such interest, as explained in detail by the partnership agreement.

10. ADDITIONAL LIMITED PARTNERS: The General Partner may admit additional limited partners.

11. PRIORITY AMONG LIMITED PARTNERS: There is no

4
priority of one Limited Partner over another as to the contributions or compensation by way of income.

12. CONTINUANCE OF BUSINESS: Upon the death, retirement or insanity of the surviving General Partner, the partnership shall dissolve unless continued by the remaining partners and selecting when necessary a new general partner. If the last surviving or serving General Partner has died, retired and/or becomes insane, then the Limited Partners, holding interest in capital in excess of fifty percent (50%) of the capital owned by all Limited Partners, may elect to continue the partnership by selecting a new general Partner.

13. PROPERTY OTHER THAN CASH: A Limited Partner may not demand property other than cash in return for his contributions.

14. AMOUNT OF CASH AND AGREED VALUE AND DESCRIPTION OF OTHER PROPERTY CONTRIBUTED: The Limited Partners have contributed their interest in the property as set forth in Schedule "A" attached hereto, with an agreed value of \$823,600⁰⁰.

GENERAL PARTNERS

Lloyd Stolworthy

LLOYD STOLWORTHY

Lucille Stolworthy

LUCILLE STOLWORTHY

LIMITED PARTNERS

Lloyd Stolworthy

LLOYD STOLWORTHY

Lucille Stolworthy

LUCILLE STOLWORTHY

Karen Stolworthy

KAREN STOLWORTHY

Karen Stolworthy
KAREN STOLWORTHY AS CUSTODIAN FOR

LARRY L. NEWMAN
CAROLYN NEWMAN
JANET NEWMAN

KATHLEEN L. LAYNE

KATHLEEN L. LAYNE AS CUSTODIAN FOR

NICOLE LAYNE
JANET LAYNE

Jay L. Stolworthy
JAY L. STOLWORTHY

Marilyn Lynn - Stolworthy
MERILYN STOLWORTHY

Jay L. Stolworthy
JAY L. STOLWORTHY AS CUSTODIAN FOR

MELISSA STOLWORTHY
LLOYD DON STOLWORTHY
JASON STOLWORTHY
AMANDA STOLWORTHY
ANDREW STOLWORTHY

DAVID EDWARD STOLWORTHY

BRENDA KAY STOLWORTHY

DAVID EDWARD STOLWORTHY AS CUSTODIAN FOR

THERESA STOLWORTHY
NANCY STOLWORTHY
DAVID WILLARD STOLWORTHY

SCHEDULE "A"

Attached to THE LLOYD STOLWORTHY FAMILY LIMITED PARTNERSHIP "B" dated the 19

day of OCTOBER, 1982:

The following real estate, subject to the encumbrances owed thereon, to-wit:

1. T. 2 So. R. 38, E.B.M. Lots 3, 4 & that portion of SE 1/4 SE 1/4 lying westerly of County Road in Section 20.
2. T. 2 So. R. 39, E.B.M. Lot 1; NE 1/4 NW 1/4 of Section 30.
3. T. 2 So. R. 39, E.B.M. NW 1/4; NW 1/4 SW 1/4 of Section 20.
4. T. 2 So. R. 39, E.B.M. Lots 1, 2, 3, & 4; E 1/2 W 1/2; NE 1/4; N 1/2 SE 1/4; SE 1/4 SE 1/4 of Section 19.
5. T. 2 So. R. 39, S 1/2 SE 1/4; SE 1/4 of Section 18.
6. T. 2 So. R. 39, E.B.M. S 1/2 SW 1/4 of Section 17.
7. T. 2 So. R. 38, E.B.M. S 1/2 SE 1/4 SE 1/4 of Section 28. Also NE 1/4; E 1/2 NW 1/4.
8. T. 2 So. R. 38, E.B.M. All of Section 27.
9. T. 2 So. R. 38, E.B.M. All Section, except S 1/2 SE 1/4; NE 1/2 SE 1/4 of Section 26.
10. T. 2 So. R. 38, E.B.M. N 1/2 S 1/2 NW 1/4; N 1/2 NW 1/4; NW 1/4 NE 1/4; N 1/2 SW 1/4 NE 1/4 of Section 25.
11. T. 2 So. R. 38, E.B.M. All of Section 21, except NE 1/4 of SE 1/4.
12. Also, the E 1/2 NE 1/4, Section 29, T. 2 So. R. 38, E.B.M.
13. T. 2 So. R. 38, E.B.M. All of Section 24.
14. T. 2 So. R. 38, E.B.M. All of Section 23.
15. T. 2 So. R. 38, E.B.M. E 1/2; NW 1/4; S 1/2 SW 1/4 of Section 22.

16. T. 3 So. R. 38, E.B.M. Lots 2, 3, & 4 of Section 3.
17. T. 2 So. R. 38, E.B.M. NW 1/4; W 1/2 NE 1/4; NE 1/4 SW 1/4 of Section 35.
18. T. 2 So. R. 38, E.B.M. All of Section 34 less SE 1/4 SE 1/4.
19. T. 2 So. R. 38, E.B.M. E 1/2 E 1/2 of Section 33.

TOGETHER with all water and water rights, ditches and ditch rights, wells and well rights, including the water developed therefrom.

TOGETHER with all the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion, and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to said property, in law as well as in equity. BINGHAM COUNTY, IDAHO.

The above-described real estate is hereby conveyed to said Stolworthy Family Limited Partnership B, with Grantors retaining the obligation to personally pay all obligations thereon if any presently exist.



LLOYD STOLWORTHY



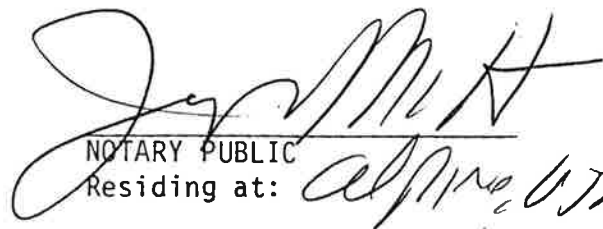
LUCILLE STOLWORTHY

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 15 day of OCTOBER, 1982,
personally appeared before me LLOYD STOLWORTHY and LUCILLE STOLWORTHY,
the signers of the within instrument, who duly acknowledged to me that
they executed the same.

MY COMMISSION EXPIRES:

3/23/85


NOTARY PUBLIC
Residing at: Alpine, UTAH

LIMITED PARTNERSHIP AGREEMENT
OF
THE LLOYD STOLWORTHY FAMILY LIMITED PARTNERSHIP "B"
A limited Partnership

This Limited Partnership Agreement, made effective the 15 day of OCTOBER, 1982, by the following, hereinafter known as "General Partners":

Lloyd Stolworthy

Lucille Stolworthy

and by the following, hereinafter referred to as "Limited Partners":

Lloyd Stolworthy

Lucille Stolworthy

Karen Stolworthy

Karen Stolworthy as Custodian for:

Larry L. Newman

Carolyn Newman

Janet Newman

Kathleen L. Layne

Kathleen L. Layne as Custodian for:

Nicole Layne

Janet Layne

Jay L. Stolworthy

Merilynn Stolworthy

Jay L. Stolworthy as Custodian for:

Melissa Stolworthy

Lloyd Don Stolworthy

Jason Stolworthy

Amanda Stolworthy

Andrew Stolworthy

David Edward Stolworthy

Brenda Kay Stolworthy

David Edward Stolworthy as Custodian for:

Theresa Stolworthy

Nancy Stolworthy

David Willard Stolworthy

The said Partners do hereby covenant and agree to the formation of this Limited Partnership and do hereby covenant and agree to be bound by these articles as follows, to-wit:

ARTICLE I

Formation of Limited Partnership

Name; Principal Place of Business

Section 1.1 Formation. The Partners hereby form a Limited Partnership pursuant to the provisions of Section 53-202 of the Limited Partnership act, Idaho Code Annotated, 1947, as amended. The Partners shall execute and cause to be filed a Certificate of Limited Partnership, as required by Idaho Code Annotated, Section 53-202(1)(b).

Section 1.2 Name. The Partnership shall operate under the name of The Lloyd Stolworthy Family Limited Partnership B.

Section 1.3 Principal Place of Business. The principal place of business shall be at 182 Hartert Drive, Idaho Falls, Idaho, with such other places of business as may be agreed upon by the Partners from time to time.

ARTICLE II

Term of the Partnership

The Partnership shall commence on the date hereof and shall continue for twenty-five years, unless sooner terminated by law or as hereinafter provided.

ARTICLE III

Accounting for the Partnership

Section 3.1 Method of Accounting. The Partnership shall keep its accounting records and shall report for income tax purposes on the cash basis. The records shall be maintained in accordance with generally accepted accounting principles.

Section 3.2 Annual Statements. Financial statements shall be prepared not less than annually by an independent public accountant and copies of the statement shall be delivered to each Partner. Copies of all income tax returns filed by the Partnership also shall be furnished to all Partners.

Section 3.3 Annual Meeting to Review Financial

Statements. Not less than once a year, and as soon as possible after completion of the financial statements, a meeting shall be held of all General and Limited Partners. The independent public accountant shall review and discuss the financial statements at that meeting.

Section 3.4 Interim Financial Statement. On written request, any Limited Partner shall be entitled to copies of any interim financial statements prepared for the General Partners.

ARTICLE IV

Capital Contributions

Section 4.1 Initial Capital Contributions. The initial Capital contributions shall be as follows:

GENERAL PARTNERS:

Lloyd Stolworthy	<u>1%</u>
Lucille Stolworthy	<u>1%</u>

LIMITED PARTNERS:

Lloyd Stolworthy	<u>26.01%</u>
Lucille Stolworthy	<u>26.01%</u>
Karen Stolworthy	<u>2.42%</u>
Kathy Lucille Layne	<u>2.42%</u>
Nicole Layne	<u>2.42%</u>
Janet Layne	<u>2.42%</u>
Larry L. Newman	<u>2.42%</u>
Carolyn Newman	<u>2.42%</u>
Janet Newman	<u>2.42%</u>
Jay L. Stolworthy	<u>2.42%</u>
Merilynn Stolworthy	<u>2.42%</u>
Melissa Stolworthy	<u>2.42%</u>
Lloyd Don Stolworthy	<u>2.42%</u>
Jason Stolworthy	<u>2.42%</u>
Amanda Stolworthy	<u>2.42%</u>
Andrew Stolworthy	<u>2.42%</u>
David Edward Stolworthy	<u>2.42%</u>
Brenda Kay Stolworthy	<u>2.42%</u>
Theresa Stolworthy	<u>2.42%</u>
Nancy Stolworthy	<u>2.42%</u>
David Willard Stolworthy	<u>2.42%</u>

Percentage interests express the share of property shown on the attached Schedule "A", contributed by and for the Partners.

Section 4.2 Respective interests of Partners in the Initial Capital Contribution. The interests of the Partners in the capital originally contributed are the same as listed above.

Section 4.3 Additional Capital Contributions. There shall be no additional capital contributions to the capital of the Partnership unless otherwise agreed to in writing by all of the Partners. A Limited Partner or a General Partner may assign his interest to others but only as hereinafter provided.

ARTICLE V

Capital Accounts; Drawing Accounts

Section 5.1 Capital Accounts. An individual capital account shall be maintained for each General and Limited Partner. The capital interest of each General and Limited Partner shall consist of his original contribution increased by (a) his additional contributions to capital and (b) his share of Partnership profits transferred to capital, and decreased by (a) distributions to him in reduction of his Partnership capital and (b) his share of Partnership losses if transferred from his drawing account.

Section 5.2 Drawing Accounts. An individual drawing account shall be maintained for each General and Limited Partner. All withdrawals other than salaries made by a General or Limited Partner shall be charged to his drawing account. Each Partner's share of profits and losses shall be credited or charged to his drawing account.

A balance of a Partner's drawing account in his favor (a credit balance) shall constitute liability to that Partner; it shall not constitute a part of his capital account or his interest in the capital of the Partnership. If, after the next profit or the net loss of the Partnership for the fiscal year has been determined, a Partner's drawing account shows a deficit (a debit balance), whether occasioned by drawings in excess of his share of

Partnership profits or by charging him for his share of a Partnership loss, the deficit shall constitute an obligation of that Partner to the Partnership and shall not reduce his capital account or his interest in the capital of the Partnership.

Payment of any amount owing to the Partnership shall be made in a manner and time determined by a majority in interest of the Limited Partners. The Limited Partners may determine by vote of a majority in interest to transfer any portion of their respective profit or loss to their capital accounts at any time, provided the transfers do not change the Partners respective Partnership interests except by written consent of all Partners.

ARTICLE VI

Profits or Losses

Section 6.1 Interests in Profits or Losses. The net profits or net losses of the Partnership shall be credited or charged to the Partners in proportion to their Partnership Interests (generally construed as The Capital Account) at the end of the fiscal year.

Section 6.2 Limitation on Liability for Losses Chargeable to Limited Partners. No Limited Partner shall personally be liable for any of the losses of the Partnership beyond his capital interest in the Partnership.

Section 6.3 Distribution of Profits. The earnings of the Partnership shall be distributed at least annually except that earnings of may be retained by the Partnership and transferred to Partnership capital if required for the reasonable needs of the business.

ARTICLE VII

Administrative Provisions

Section 7.1 Management. The business of the Partnership shall be under the exclusive control of the General Partners. The Limited Partners shall not participate in the management of the business of the Partnership.

Section 7.2 Time Devoted by General Partner. The General Partners are required to devote to the business of the Partnership such time as is reasonable and prudent.

Section 7.3 Banking. All funds in the Partnership shall be deposited in its name in such checking account or accounts as shall be designated by the General Partners. All withdrawals therefrom shall be made upon checks signed by at least one (1) of the General Partners. A General Partner shall have all the rights and powers, and be subject to all the restrictions and liabilities, of a Partner in a Partnership without Limited Partners, except that without the written consent or ratification of the specific act by all the Limited Partners, a General Partner or all of the General Partners have no authority that is specifically denied them according to the IDAHO Limited Partnership Act.

Section 7.5 Validity. If any portions of this Agreement shall be held invalid or inoperative, then, insofar as it is reasonable and possible

(a) The remainder of this Agreement shall be considered valid and operative, and

(b) Effect shall be given to the intent manifested by the portion held invalid or inoperative.

Section 7.6 Indemnification. The Partnership shall promptly indemnify each Partner for payments reasonably made and personal liabilities reasonably incurred by him in the ordinary conduct of Partnership business, or for the preservation of its business or property.

Section 7.7 Powers of General Partner. The General Partner shall conduct the business of the Limited Partnership with full and complete power to do any and all things, including acting through a Managing General Partner or through any duly authorized manager or other agent, except as otherwise provided herein; and the General Partner shall use its reasonable efforts to provide that each Limited Partner has the full enjoyment of its Partnership interest. Such General Partner shall have and is hereby granted the usual, proper and necessary authority and powers to manage, control, operate, conduct and carry on the business of the Partnership; keep the books and records thereof; employ, discharge and pay and compensate necessary

employees, clerks and helpers; and have the authority to draw checks and drafts on the Partnership bank accounts. The General Partner shall be under no obligation to spend any of the capital of the Limited Partnership, but he may use such portions thereof as he deems essential for the best interests of the Partnership. The General Partner may by agreement, grant, assign, transfer, lease or let any of the property of the Limited Partners, whether real or personal, in furtherance of the business of the Partnership and, in connections therewith, to execute in the Partnership's name, any and all deeds, documents bills of sale, and other papers pertaining to the business of the Partnership. In order to conduct and carry on the general purposes for which this Limited Partnership is organized, the General Partner may borrow money from time to time for and on behalf of this Limited Partnership from any bank, trust company, savings and loan association, life insurance company, or other individuals or lending agencies; may renew and extend such loans from time to time; may make, execute and deliver promissory notes, endorsements and other obligations of this Partnership as evidence of any such loans; and may secure the payments of such loans and the interest thereon by the pledge, conveyance, mortgage, or assignment in trust of the whole or any part of the property of this Partnership owned at the time or acquired thereafter.

ARTICLE VIII

Salary to General Partner

Section 8.1 Original Salary. Annually, the General Partners shall each receive a reasonable salary for services rendered, which shall be in addition to their respective share of Partnership profits. It is the intention of the parties that each General Partner shall receive reasonable compensation for services rendered by him to the Partnership. His compensation shall be reviewed periodically and adjusted.

ARTICLE IX

Duration of Business; Dissolution; Arbitration

Section 9.1 The Limited Partnership shall continue (a)

until all of the interests in the property acquired by it have been sold or disposed of, or have been abandoned; or (b) until dissolved and terminated as provided for hereinbelow.

Section 9.2 The Limited Partnership shall not be terminated by the death, insanity, bankruptcy, withdrawal or expulsion of any Limited Partner; by the assignment by any Limited Partner of his Interest; or by the admission of a new Limited Partner; or admission of an additional General Partner.

Section 9.3 The General Partner may terminate the interest of a Limited Partner and expel him; (a) for interfering in the management of the Limited Partnership affairs or otherwise engaging in conduct which could result in the Limited Partnership losing its tax status as a partnership; (b) if the conduct of a Limited Partner tends to bring the Limited Partnership into disrepute or his interest becomes subject to attachment, garnishment, or similar legal proceedings; or (c) for failing to meet any commitment to the General Partner in accordance with any written undertaking. In each of the foregoing events, the termination shall not result in a forfeiture to the Limited Partner of the value of his interest(s) in the Partnership at the time of termination.

Section 9.4 Upon the written consent or affirmative vote of Limited Partners owning 75% of the then outstanding Partnership Interests, the General Partner may be removed if, simultaneously with such removal, a successor General Partner is elected by the Limited Partners owning 75% of the then outstanding Partnership Interest.

Section 9.5 The Limited Partnership shall be dissolved only upon the occurrence of any of the following events:

a. The written consent or affirmative vote to dissolve the Limited Partnership of Limited Partners owning more than 60% of the then outstanding Partnership Interests.

b. The failure to elect a successor to the General Partner simultaneously with the removal of the General Partner in accordance with Section 9.4.

c. The bankruptcy or dissolution (except by way of merger, consolidation or corporate organization or reorganization or death, insanity, or retirement of the surviving General Partner.) Provided, that in any such event the Limited Partners owning more than 50% of the then outstanding Partnership Interests may determine to re-form the Limited Partnership and elect a new General Partner in place of the General Partner and continue the Partnership's business; in such event, the Limited Partnership shall be dissolved and all of its assets and liabilities shall be contributed to a new Limited Partnership which shall be formed and all parties to this agreement (except the General Partner) and such new General Partner shall become parties to such new Limited Partnership. For purposes of obtaining the required vote to re-form the Partnership, Limited Partners owning 10% or more of the then outstanding Partnership Interests may cause to be sent to Limited Partners of record as of a date no more than 20 days prior to the date fixed by such Limited Partners for holding a Partnership meeting, a notice setting forth the purpose of the meeting. Expenses incurred in the reformation, or attempted reformation, of the Partnership shall be deemed expenses of the Limited Partnership.

d. The disposition or sale of all interests in real estate and other Partnership assets.

e. The expiration of the time period set forth in Article II.

f. Voluntary dissolution of the Partnership by agreement of the Partners.

g. The entry of a dissolution decree or judicial order by a court of competent jurisdiction or by operation of law.

Section 9.6 In the event of dissolution and final termination:

a. The General Partner shall wind up the affairs of the Limited Partnership, shall sell all the Limited Partnership assets as promptly as is consistent with obtaining, insofar as possible, the fair value thereof, and

after paying all liabilities, and including all costs of dissolution, and subject to the right of the General Partner to set up such cash reserves liabilities or obligations of the Limited Partnership, shall distribute the remainder ratable to the Partners pursuant to the relevant provisions of this agreement.

ARTICLE X

Transfer of Interest of a Limited Partner

Section 10.1 Sale. A Limited Partner acting through the custodian, may sell his Partnership interest, but only after he has first offered it to the Partnership as follows:

a. The Limited Partner shall give written notice to the Partnership that he desires to sell his interest. He shall attach to that notice the written offer of a prospective purchaser to buy the interest. This offer shall be complete in all details of purchase price and terms of payment. The Limited Partner shall certify that the offer is genuine and in all respects what it purports to be.

b. For 30 days from receipt of the written notice from the Limited Partner, the Partnership shall have the option to retire the interest of the Limited Partner at the price and on the terms contained in the offer submitted by the Limited Partner.

c. If the Partnership does not exercise the option to acquire his Interest, the Limited Partner shall be free to sell his Partnership Interest to the said prospective purchaser for the price, and on the terms contained in the certified offer submitted by the Limited Partner.

Section 10.2 Assignment. A limited Partner may assign his Partnership Interest to other Limited Partners without the consent of any other Limited Partner.

Section 10.3 Substituted Limited Partner. No assignee or transferee of the whole or any portion of a Limited Partner's Interest in the Limited Partnership shall have the right to become a substituted Limited Partner in place of his assignor unless all of the following conditions are satisfied:

a. The General Partner in its sole and absolute

discretion has consented in writing to the admission of the assignee as a substituted Limited Partner;

b. The fully executed and acknowledged written instrument of assignment which has been filed with the Limited Partnership sets forth the intention of the assignor that the assignee become a substitute Limited Partner;

c. The Limited Partnership Interest being acquired by the assignee consists of 100% of the assigning Limited Partner's Interest.

d. The assignor and assignee execute and acknowledge such other instruments as the General Partner may deem necessary or desirable to effect such admission, including the written acceptance and adoption by the assignee of the provisions of this agreement and his execution, acknowledgement and delivery to the General Partner of a Power of Attorney, the form and content of which shall be provided by the General Partner; and

e. A reasonable transfer fee, not exceeding \$1,000.00 has been paid by assignee to the Limited Partnership.

The General Partner may elect to treat an assignee who has not become a substituted Limited Partner as a substituted Limited Partner in the place of his assignor should it deem, in its sole discretion, that such treatment is in the best interest of the Limited Partnership for any of its purposes or for any of the purposes of this agreement.

No consent of any of the Limited Partners is required to effect the substitution of a Limited Partner, except that a Limited Partner who assigns his interest must evidence his intention that his assignee be admitted as a substituted Limited Partner in his place and execute any instruments required in connection therewith.

The General Partner will be required to amend the agreement of Limited Partnership only quarterly to reflect the substitution of Limited Partners. Until the agreement of Limited Partnership is so amended, an assignee shall not become a substituted Limited Partner.

Upon the death or legal incompetency of an individual Limited Partner, his personal representative shall have all of the rights of a Limited Partner for the purpose of settling or managing his estate, and such power as the decedent or incompetent possess to constitute a successor as an assignee of its interest in the Limited Partnership and to join with such assignee in making application to substitute such assignee as a Limited Partner.

Upon the bankruptcy, insolvency, dissolution or other cessation to exist as a legal entity, of a Limited Partner not an individual, the authorized representative of such entity shall have all the rights of a Limited Partner for the purpose of effecting the orderly winding up and disposition of the business of such entity and such power as such entity possessed to constitute a successor as an assignee of its interest in the Limited Partnership and to join with such assignee in making application to substitute such assignee as a Limited Partner.

Anything in this agreement to the contrary notwithstanding, no Limited Partner or other person who has become the holder of Interests in this Limited Partnership shall transfer, assign or encumber all or any portion of his interests in the Limited Partnership during any fiscal year if such transfer, assignment or encumbrance would (in the sole and unreviewable opinion of the General Partner) result in the termination of the Partnership for purposes of the then-applicable provisions of the Internal Revenue Code of 1954, as amended.

In the event a vote of the Limited Partners shall be taken pursuant to this agreement for any reason, a Limited Partner shall, solely for the purpose of determining the number of Partnership interests held by him in weighting his vote, be deemed the holder of any Partnership Interests assigned by him in respect of which the assignee has not become a substituted Limited Partner.

Anything in this agreement to the contrary notwithstanding, no Limited Partner or other person who has become the holder of interests in the Partnership shall

transfer, assign, or encumber all or any portion of his interests in the Limited Partnership unless obtaining the prior written consent of the Director of the Securities Commission of the State of Idaho, if required under the Commission's rules and the opinion of counsel for the Partnership so that the transfer will not violate any federal or state securities laws.

ARTICLE XI

Voluntary Dissolution

Section 11.1 Winding Up the Partnership. On any voluntary dissolution, the Partnership shall immediately commence to wind up its affairs. The Partners shall continue to share profits and losses during the period of liquidation in the same proportions as before dissolution. The proceeds from liquidation of Partnership assets shall be applied as follows:

a. Payment to creditors of the Partnership, other than Partners, in the order of priority provided by law.

b. Payment to Partners for unpaid salaries and for the credit balances in their drawing accounts.

c. Payment to the Partners of credit balances in their capital accounts.

Section 11.2 Gains or Losses in Process of Liquidation. Any gain or loss on disposition of Partnership properties in liquidation shall be credited or charged to the Partners in the proportions of their interest in profits or losses as specified in Section 6.1. Any property distributed in kind in liquidation shall be valued and treated as though the property were sold and the cash proceeds were distributed. The difference between the value of property distributed in kind and its book value shall be treated as a gain or loss on sale of the property and shall be credited or charged to the Partners in the proportions of their interests in profits and losses as specified in Section 6.1.

ARTICLE XII

Amendments

Except with respect to vested rights of the Partners, this Partnership Agreement may be amended at any time by a

majority vote as measured by the interest in the sharing of profits and losses. A copy of any amendment shall be promptly mailed or delivered to each Partner at his or her last know address.

ARTICLE XIII

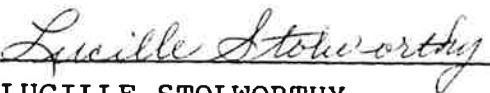
Power of Attorney

Each Limited Partner makes, constitutes and appoints the General Partners, with full power of substitution, his true and lawful attorneys for him and in his name, place and stead and for his use and benefit, to sign, execute, certify, acknowledge, file and record this Agreement, and to sign, execute, certify, acknowledge, file and record all appropriate instruments amending this Agreement as now hereafter amended, including, without limitation, agreements or other instruments or documents: (i) to reflect the exercise by the General Partners of any of the powers granted to them under this agreement; (ii) to reflect any amendments duly made to the agreement; (iii) to reflect the admission to the Partnership of a substituted Limited Partner or the withdrawal of any Partner, in the manner prescribed in this Agreement; and (iv) which may be required of the Partnership or of any Partner by the laws of our State or any other jurisdiction or governmental agency. Each Limited Partner authorizes such attorneys-in-fact to take any further action which such attorneys-in-fact shall consider necessary or advisable to be done in and about the foregoing (including the power to consent to items (i),(ii),(iii) and (iv) above as fully as such Limited Partner might or could do if personally present) and hereby ratifies and confirms all that such attorneys-in-fact shall lawfully do or cause to be done by virtue hereof.

GENERAL PARTNERS



LLOYD STOLWORTHY



LUCILLE STOLWORTHY

LIMITED PARTNERS

Lloyd Stolworthy
LLOYD STOLWORTHY

Lucille Stolworthy
LUCILLE STOLWORTHY

Karen Stolworthy
KAREN STOLWORTHY

Karen Stolworthy
KAREN STOLWORTHY AS CUSTODIAN FOR

LARRY L. NEWMAN
CAROLYN NEWMAN
JANET NEWMAN

KATHLEEN L. LAYNE

KATHLEEN L. LAYNE AS CUSTODIAN FOR

NICOLE LAYNE
JANET LAYNE

Jay L. Stolworthy
JAY L. STOLWORTHY

Merrilyn Stolworthy
MERILYN STOLWORTHY

Jay L. Stolworthy
JAY L. STOLWORTHY AS CUSTODIAN FOR

MELISSA STOLWORTHY
LLOYD DON STOLWORTHY
JASON STOLWORTHY
AMANDA STOLWORTHY
ANDREW STOLWORTHY

DAVID EDWARD STOLWORTHY

BRENDA KAY STOLWORTHY

DAVID EDWARD STOLWORTHY AS CUSTODIAN FOR
THERESA STOLWORTHY
NANCY STOLWORTHY
DAVID WILLARD STOLWORTHY

MEMORANDUM OF GIFT

THIS MEMORANDUM OF GIFT is made and executed this 15 day
of OCTOBER, 1982, by LLOYD STOLWORTHY and LUCILLE
STOLWORTHY, residents of Idaho Falls, Idaho, hereinafter referred to as
"DONORS".

The Donors being in good health are desirous of making certain
gifts to their children while the Donors can enjoy observing the benefits
that such gifts will bring and in order that their children may not have
the responsibility of using said property;

NOW THEREFORE, by virtue of the love and affection which the
Donors have for the Donees, the Donors hereby make the following gifts
of interest in THE LLOYD STOLWORTHY FAMILY LIMITED PARTNERSHIP "B".

NAME OF DONEE	PERCENTAGE INTEREST
Karen Stolworthy	2.42%
Karen Stolworthy as Custodian for:	7.26%
Larry L. Newman	
Carolyn Newman	
Janet Newman	
Kathleen L. Layne	2.42%
Kathleen L. Layne as Custodian for:	4.84%
Nicole Layne	
Janet Layne	
Jay L. Stolworthy	2.42%
Merilyn Stolworthy	2.42%
Jay L. Stolworthy as Custodian for:	12.10%
Melissa Stolworthy	
Jason Stolworthy	
Lloyd Don Stolworthy	
Amanda Stolworthy	
Andrew Stolworthy	
David Edward Stolworthy	2.42%
Brenda Kay Stolworthy	2.42%
David Edward Stolworthy as Custodian for:	7.26%
Theresa Stolworthy	
Nancy Stolworthy	
David Willard Stolworthy	

The above gifts are to be effective as of the date of this
Memorandum and the interest described shall be transferred as of this
date.

Executed the day and year first above written.


LLOYD STOLWORTHY

LUCILLE STOLWORTHY

Karen Stolworthy hereby acknowledges receipt of the above described security as Custodian for the above minor children under the Idaho Uniform Gift to Minors Act.

Dated this 16 day of OCT, 1982.

Karen Stolworthy
Karen Stolworthy, Custodian

Kathleen L. Layne hereby acknowledges receipt of the above described security as Custodian for the above minor children under the Idaho Uniform Gift to Minors Act.

Dated this _____ day of _____, 19____.

Kathleen L. Layne, Custodian

Jay L. Stolworthy hereby acknowledges receipt of the above described security as Custodian for the above minor children under the Idaho Uniform Gift to Minors Act.

Dated this _____ day of _____, 19____.

Jay L. Stolworthy
Jay L. Stolworthy, Custodian

David Edward Stolworthy hereby acknowledges receipt of the above described security as Custodian for the above minor children under the Idaho Uniform Gift to Minors Act.

Dated this _____ day of _____, 19____.

David Edward Stolworthy, Custodian

Log for claim 27-00051A

Spatial Dynamics LTD

11/27/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
02s38e	10	NESW	10	9.1	
02s38e	10	SWSW	13	15	
02s38e	10	SESW	2	7.9	Indiscernible
02s38e	10	NWSE	12	16	
02s38e	10	SWSE	15	15	
02s38e	10	SESE	2	2.1	
02s38e	14	NWNW	7	12	Indiscernible
02s38e	15	NENE	13	14	
Totals:			74	91.1	

AJ5809NP
No. A27-00051A

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 10/02/00
PAGE: 13

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	LLOYD STOLWORTHY LTD FAMILY PARTNERSHIP 182 HARTERT DR IDAHO FALLS ID 83404 (208) 522-0623	07/01/1882	IRRIGATION STOCKWATER	04-01 11-01 01-01 12-31	1.460 CFS 0.110 CFS	
TOTAL DIVERSION:					1.460 CFS	

Water Source: WOLVERINE CREEK
JONES CREEK

Tributary to: BLACKFOOT RIVER
WOLVERINE CREEK

Stage: DECREED

Point(s) of Diversion:	T02S R38E S10 S14	SENE SENEW	NWNESE	BINGHAM County BINGHAM County
------------------------	----------------------	---------------	--------	----------------------------------

Place of use Legal Description for: IRRIGATION

NE				NW				SW				SE					
NENE NWNE SWNE SENE				NENW NWNW SWNW SENW				NESW NWSW SWSW SESW				NESE NWSE SWSE SESE					
T	R	S	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	SUM			
02S	38E	10	:	:	:	:	10	:	:	13	:	:	12	15	02	:	54.0
02S	38E	14	:	:	:	07	:	:	:	:	:	:	:	:	:	:	7.0
02S	38E	15	:	13	:	:	:	:	:	:	:	:	:	:	:	:	13.0
TOTAL ACRES																74.0	

Place of use location for STOCKWATER is the same location as described for: IRRIGATION

POU County: BINGHAM

Non-Irrigation Uses: S/APPROX. 450 CATTLE

Other Rights: A27-00053.

Remarks: GEN RIGHT WAS SPLIT BY CONTRACT OF SALE. PAID UNDER RECEIPT E005927.

Dates: Exam Made Date: Verified Date: Objection Filed Date:

Misc: Water District Number: 27 Field Inspection Flag:
Presumption Flag:

J5809NP
o. A27-00051

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 10/02/00
PAGE: 12

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	SPLIT RIGHT	07/01/1882	IRRIGATION	04-01 11-01	1.600 CFS	
X ID 0			STOCKWATER	01-01 12-31	0.120 CFS	
TOTAL DIVERSION:					1.600 CFS	
CONSUMPTIVE USE:						202.50 AFA

Water Source: WOLVERINE CREEK
JONES CREEK
SPLIT RIGHT

Tributary to: BLACKFOOT RIVER
WOLVERINE CREEK

Stage: DECREED

oint(s) of Diversion: T02S R38E S10 SENENE NWNESE BINGHAM County
S14 SENENW BINGHAM County

lace of use Legal Description for: IRRIGATION

NE				NW				SW				SE												
NENE		NWNE		SWNE		SENE		NENW		NWNW		SWNW		SESW		NESE		NWSE		SWSE		SESE		
R	S	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	SUM
2S	38E	10					I							I		I	I		I	I	I	I		
2S	38E	14							I															
2S	38E	15		I																				

lace of use location for STOCKWATER is the same location as described for: IRRIGATION

U County: BINGHAM

on-Irrigation Uses: S/APPROX. 450 CATTLE

ther Rights: A27-00053.

Remarks: GEN RIGHT IS SPLIT BY CONTRACT OF SALE AS:

A27-00051A, 1.46 CFS, 74 AC. L. STOLWORTHY LTD FAM. TRUST

A27-00051B, 0.14 CFS, 7 AC. JAY STOLWORTHY

A27-00051, 1.60 CFS, 81 AC. L. STOLWORTHY LTD FAM. TRUST

AS SPLIT RIGHT IS CLAIMED IN-FULL.

Dates: Exam Made Date: Verified Date: Objection Filed Date:

Misc: Water District Number: 27 Field Inspection Flag:
Presumption Flag:



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Idaho Falls, Idaho 83402-1718 - (208) 525-7161 - Fax (208) 525-7177

EASTERN REGION

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

July 14, 1998

LLOYD STOLWORTHY LTD FAMILY PARTNERSHIP
182 HARTERT DR
IDAHO FALLS ID 83404

RE: CHANGE IN OWNERSHIP FOR A27-00051

Dear Mr. Stolworthy:

The request for Change in Ownership for a portion of the above-referenced Notice(s) of Claim has been processed with the new Notice(s) reflecting you as one of the claimants.

Since the Change in Ownership involved just a portion of the Notice(s) of Claim, the right was split as follows:

A27-00051A, 1.46 cfs on 74 acres, L. Stolworthy Ltd.
Family Partnership
A27-00051B, 0.14 cfs on 7 acres, Jay Stolworthy

Enclosed for your records is a typed Notice(s) reflecting your portion of the right. Review the Notice(s) and if you have other corrections or questions, please contact this office.

Respectfully submitted,

Jennifer Hoagland
Technical Records Specialist

Enclosure

RECEIPT NO. E005927
 L. STOLWORTHY LTD FAM. TRUST
 A27-00051
 1.6 cfs 7/01/1882
 WOLVERINE & JONES CRs.
 T.25. R.38E.
 SEC. 10 SENE
 S²SW
 NESW
 SE⁴ (PARTS OF)
 SEC. 14 NWNW
 SEC. 15 NENE
 TOTAL AC 81 AC
 STOCKWATER 0.12 cfs

CONTRACT OF SALE
 12 DEC. 1996

A L. STOLWORTHY LTD FAM TRUST
 A27-00051A
 1.46 cfs
 P.O.U. AS:
 T.25. R.38E.
 SEC. 10 S²SW
 NESW
 S²SE
 NWSE
 SEC. 14 NWNW
 SEC. 15 NENE
 TOTAL AC 74.0 AC
 STOCKWATER 0.1096 $\Rightarrow$ 0.11 cfs

B JAY STOLWORTHY
 A27-00051B
 0.14 cfs
 P.O.U. AS:
 T.25. R.38E.
 SEC. 10 SENE 5.0 AC
 NESE 2.0 AC
 7.0 AC
 STOCKWATER 0.01

SCANNED

JUL 13 2001

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: **A27-00051A**

Date Received: 2/28/1989

Receipt No: X777777

Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: LLOYD STOLWORTHY LTD FAMILY PARTNERSHIP 208-522-0623
Address: 182 HARTERT DR
IDAHO FALLS ID 83404

2. Date of Priority: JUL 1, 1882

3. Source: WOLVERINE CREEK Trib. to: BLACKFOOT RIVER
JONES CREEK WOLVERINE CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
02S	38E	10	SE	NE	NE		BINGHAM
			NW	NE	SE		BINGHAM
		14	SE	NE	NW		BINGHAM

5. Description of diverting works:
3 HEADGATE/DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	1.460		
STOCKWATER	01/01	12/31	0.110		

7. Total Quantity Appropriated is:
1.460 C.F.S. (and/or)

A.F.A.

8. Total consumptive use is

Acre Feet Per Annum.

9. Non-irrigation uses:
S/APPROX. 450 CATTLE

A2700051A



10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
02S	38E	10	NE		SW		IRR	10.0
			SW		SW		IRR	13.0
			SE		SW		IRR	2.0
			NW		SE		IRR	12.0
			SW		SE		IRR	15.0
			SE		SE		IRR	2.0
							Section Acres	54.0
		14	NW		NW		IRR	7.0
							Section Acres	7.0
		15	NE		NE		IRR	13.0
							Section Acres	13.0
							Total Acres	74.0

11. Place of use in counties: BINGHAM

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
A27-00053.

14. Remarks:
RIGHT WAS SPLIT BY CONTRACT OF SALE. PAID UNDER RECEIPT E005927.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

FRED S. STEVENS, ET AL.
Decree Plaintiff

EASTERN IDAHO WATER CO., ET A
vs Decree Defendant

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A27-00051
Date Received: 2/28/1989
Receipt No: E005927
Received By: TO

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: LLOYD STOLWORTHY LTD FAMILY PARTNERSHIP 208-522-0623
Address: 182 HARTERT DR.
IDAHO FALLS, ID 83404

2. Date of Priority: JUL 01, 1882

3. Source: WOLVERINE CREEK Trib. to: BLACKFOOT RIVER
JONES CREEK WOLVERINE CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
02S	38E	10	SE	NE	NE		BINGHAM
			NW	NE	SE		BINGHAM
		14	SE	NE	NW		BINGHAM

5. Description of diverting works:
3 HEADGATE/DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	1.600		
STOCKWATER	01/01	12/31	0.120		

7. Total Quantity Appropriated is:
1.600 C.F.S. (and/or)

A.F.A.

8. Total consumptive use is 202.5 Acre Feet Per Annum.

9. Non-irrigation uses:
S/APPROX. 450 CATTLE

A27-00051

Page 1

Date: 02/28/89

MICROFILMED

NOV 12 1992

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
02S	38E	10	SE	NE		IRR	5.0
			NE	SW		IRR	10.0
			SW	SW		IRR	13.0
			SE	SW		IRR	2.0
			NE	SE		IRR	2.0
			NW	SE		IRR	12.0
			SW	SE		IRR	15.0
			SE	SE		IRR	2.0
					Section Acres	61.0	
		14	NW	NW		IRR	7.0
					Section Acres	7.0	
		15	NE	NE		IRR	13.0
					Section Acres	13.0	
					Total Acres	81.0	

11. Place of use in counties: BINGHAM

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
A27-00053.

14. Remarks:

15. Basis of Claim: DECREED
Case Number:
Court :
Decree date:

FRED S. STEVENS, ET AL.
Decree Plaintiff

vs

EASTERN IDAHO WATER CO., ET AL
Decree Defendant

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Organizations:

I do solemnly swear or affirm that I am Lloyd Stokworthy, Rep. of
Title
Family Partnership A, that I have signed the foregoing
Organization
document in the space below as Lloyd Stokworthy, Rep. of
Title
Family Partnership A and that the statements contained in the
Organization
foregoing document are true and correct.

Lloyd Stokworthy
Signature of Authorized Agent

Representative
Title and Organization

Feb 28, 1989
Date

State of Idaho)
County of Bonneville) SS.

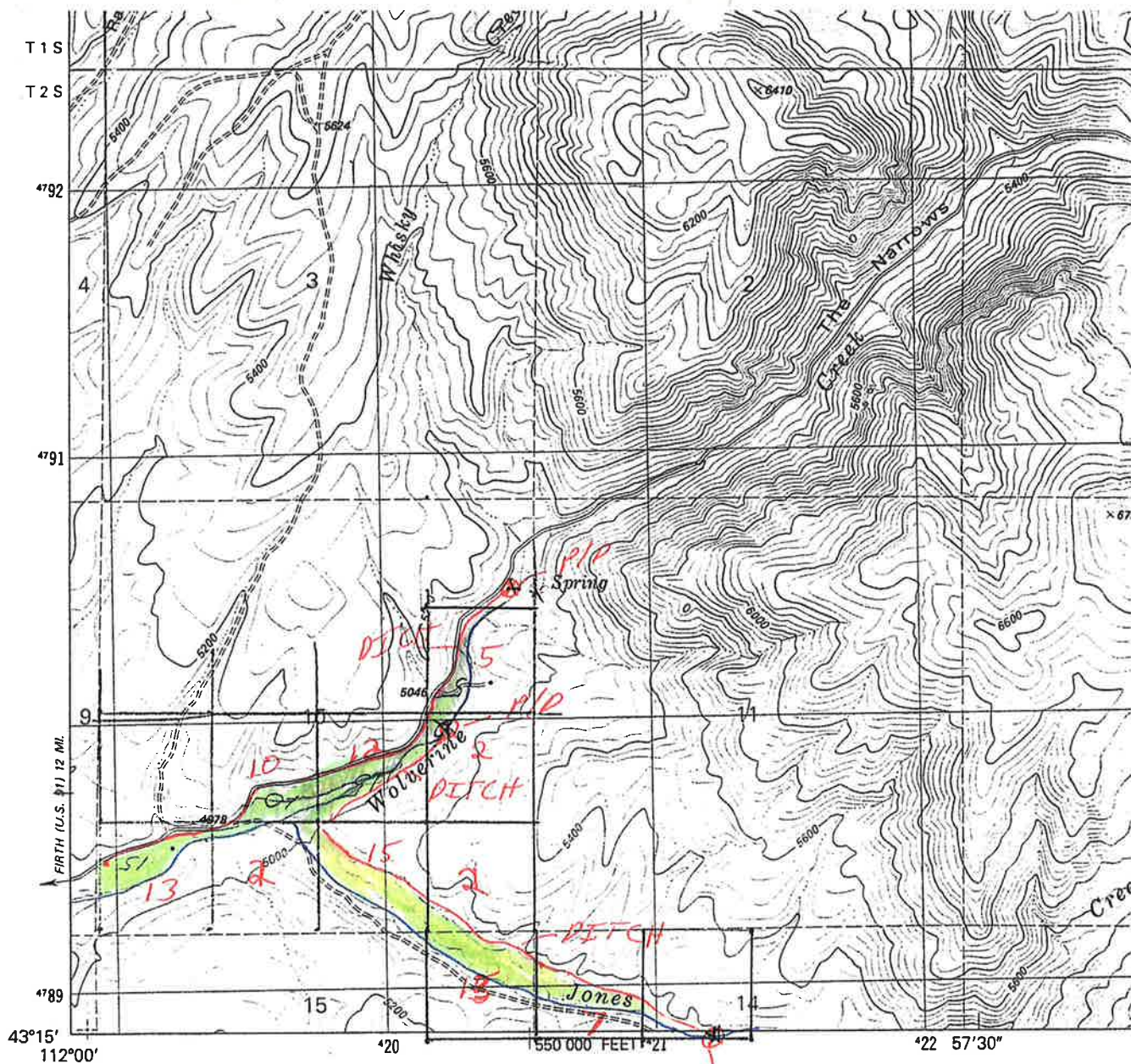
Subscribed and sworn (or affirmed) before me this 28th day
of February 19 89

Anthony J. Oleniuk
Notary Public

Seal

Residing at Idaho Falls

My Commission Expires 9/12/1994



(HIGHAM PEAK)
3570 ft NE

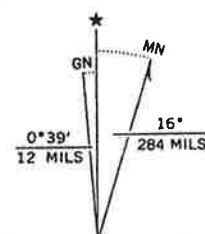
Mapped, edited, and published by the Geological Survey
Continued by USGS and NOS/NOAA

Topography by photogrammetric methods from aerial
photographs taken 1973 and 1974. Field checked 1975
Map edited 1981

Projection and 10,000-foot grid ticks: Idaho coordinate
system, east zone (transverse Mercator)
1000-meter Universal Transverse Mercator grid, zone 12
1927 North American Datum

To place on the predicted North American Datum 1983
move the projection lines 12 meters north and
65 meters east as shown by dashed corner ticks

Fine red dashed lines indicate selected fence and field lines where
generally visible on aerial photographs
This information is unchecked



UTM GRID AND 1981 MAGNETIC NORTH
DECLINATION AT CENTER OF SHEET

FOR SALE BY U.
A FOLI

MICROFILMED

NOV 12 1992

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIMS PROOF READING REPORT
(REGIONAL)

Water Right Number - A27-00051

Prefix Translation:

ADJUDICATION CLAIM

Old (D) Number -

+ - - - - Last Name - - - - + + - First Name - - + + - - - - - Address - - - - - +

*** C - CURRENT OWNER ***
SPLIT RIGHT

1 -
2 -
3 -
City- X State- ID Zip- 0
Phone -

*** O - ORIGINAL OWNER ***

STOLWORTHY LTD FAMILY PARTNERSHIP

LLOYD

1 - 182 HARTERT DR
2 -
3 -
City- IDAHO FALLS State- ID Zip- 83404
Phone - 208-522-0623

ORR

SAMPLE

1 -
2 -
3 -
City- State- ID Zip- 99999
Phone - 208-000-0000

+ - - Priority Date - - + + - - - Region - - - + + - - - Stage - - - + + - - - Status - - - +
07/01/1882 15 EASTERN D - DECREED

+ - - - - Source - - - - - + + - - - - Tributary - - - - - +
WOLVERINE CREEK BLACKFOOT RIVER
JONES CREEK WOLVERINE CREEK
SPLIT RIGHT

Point of Diversion						
Twn	Rng	Sec	Tract	Lot	RFlg	County
02S	38E	10	SE NE NE		(11)	BINGHAM
			NW NE SE		(11)	BINGHAM
		14	SE NE NW		(11)	BINGHAM

Water Use		Diversion Rate		Diversion Volume	
Code	Description	Period From	Period To		
01 - IRRIGATION		04/01	11/01	1.600	
04 - STOCKWATER		01/01	12/31	0.120	

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Consumptive Use - + + - KW Usage - +
1.600 202.5

Place of Use							County	
Twn	Rng	Sec	Tract	Lot	Acres	Code	Description	
02S	38E	10	SE NE			01	IRRIGATION	(11) BINGHAM
02S	38E	10	NE SW			01	IRRIGATION	(11) BINGHAM
02S	38E	10	SW SW			01	IRRIGATION	(11) BINGHAM
02S	38E	10	SE SW			01	IRRIGATION	(11) BINGHAM
02S	38E	10	NE SE			01	IRRIGATION	(11) BINGHAM
02S	38E	10	NW SE			01	IRRIGATION	(11) BINGHAM
02S	38E	10	SW SE			01	IRRIGATION	(11) BINGHAM

Water right number - A27-00051

Prefix Translation: ADJUDICATION CLAIM

Tw	Rng	Sec	Tract	Lot	Acres	Code	Description	County
02S	38E	10	SE SE			01	IRRIGATION	(11) BINGHAM
02S	38E	14	NW NW			01	IRRIGATION	(11) BINGHAM
02S	38E	15	NE NE			01	IRRIGATION	(11) BINGHAM

Total Acres:

+ - - Diversion Means - 3 HEADGATE/DITCHES

+ - - Non-Irrigation Use - S/APPROX. 450 CATTLE

+ - - Other Rights for Same Use - A27-00053.

+ - - - - - Remarks - - - - -

GEN RIGHT IS SPLIT BY CONTRACT OF SALE AS:
A27-00051A, 1.46 CFS, 74 AC. L. STOLWORTHY LTD FAM. TRUST
A27-00051B, 0.14 CFS, 7 AC. JAY STOLWORTHY

A27-00051, 1.60 CFS, 81 AC. L. STOLWORTHY LTD FAM. TRUST
AS SPLIT RIGHT IS CLAIMED IN-FULL.

+ - - - - - Old Water Right Numbers - - - - -
No Old Water Right Numbers Found

+ - - - - - Conditions of Approval - - - - -
No Conditions of Approval found.

+ - - - - Decree Plaintiff - - - +	+ - - - - Decree Defendant - - - +	+ - Decree Date - +
FRED S. STEVENS, ET AL.	EASTERN IDAHO WATER CO., ET AL.	00/00/0000

+ - - - - - Comments - - - - -
No Comments Found

+ - - Audit Fields - - +
07/08/98 ARUBERRY

+ - - - - - Adjudication Rights Dates and Flags Area - - - - -

Court Report Filing - 00/00/0000	Field Inspection Made - 00/00/0000	Civil Case Number - 39576
Objection Filed Date - 00/00/0000	Field Inspection Flag -	Old Case Number -
Response Filed Date - 00/00/0000	Verified Date - 00/00/0000	Old Judicial District -
Claim Received Date - 02/28/1989	Last Amended Date - 00/00/0000	Temporary Right - P
	Receipt Number - E005927	Water District - 27
	POU Ownership Flag - Y	Federal/State Indicator - S
	Name Connector -	Presumption Flag -
		Notice of Error Flag -