

367406

WARRANTY DEED

For Value Received

ROBERT T. WASIA and GERRI WASIA, husband and wife
the grantors, do hereby grant, bargain, sell, and convey unto

DWAIN H. STUFFLEBEAM
the grantee, whose current address is

P.O. Box 580, Blackfoot, Idaho 83221

the following described premises, to-wit:

All of our right, title and interest in and to:

Township 2 South, Range 36, E.B.M., Bingham County, Idaho
Section 27: S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$
Section 34: N $\frac{1}{2}$ NW $\frac{1}{4}$

Together with all of the tenements, hereditaments, and
appurtenances thereunto belonging and appertaining,
including 175 shares of the capital stock of the
Blackfoot Slough Company and State of Idaho Department
of Water Resources Water Permit No. 27 7202 for 4.4 cfs.

Together with the following irrigation equipment used
in connection therewith:

* See attached Exhibit A.

Subject to mortgage in favor of Idaho Bank & Trust
Company, which the Grantee assumes and agrees to pay
according to its term.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee,
his heirs and assigns forever. And the said Grantor do hereby covenant to and
with the said Grantee, that he is the owner in fee simple of said premises; that said
premises are free from all incumbrances except as hereinabove set forth and that he will warrant and
defend the same from all lawful claims whatsoever.
Dated: December 15, 1987

Robert T. Wasia
ROBERT T. WASIA

Geri Wasia
GERRI WASIA

STATE OF IDAHO, COUNTY OF

On this *24th* day of *December, 1987*,
before me, a notary public in and for said State, personally
appeared

ROBERT T. WASIA and GERRI WASIA,
husband and wife

known to me to be the persons who so name s
subscribed to the within instrument, and acknowledged to
me that they executed the same.

Residing at
Comm. Expires

Blackfoot
11-26-88

Notary Public
Idaho

MICROFILMED
DEC 18 1986

367438

FURNISHED BY FIRST AMERICAN TITLE COMPANY
FORMERLY THE BINGHAM TITLE & TRUST CO.

WARRANTY DEED

For Value Received

DWIN H. STUFFLEBEAM and JOYCE L. STUFFLEBEAM, husband and wife

the grantor s do hereby grant, bargain, sell, and convey unto

J. SIM JOHNSTON and CLAUDINE JOHNSTON, husband and wife

the grantee s, whose current address is

287
2807 South Adams Avenue, Blackfoot, Idaho 83221

the following described premises, to-wit:

Township 2 South, Range 36, E.B.M., Bingham County, Idaho
Section 27: S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$
Section 34: N $\frac{1}{2}$ NW $\frac{1}{4}$

Together with all of the tenements, hereditaments, and appurtenances thereunto belonging and appertaining, including 175 shares of the capital stock of the Blackfoot Slough Company and State of Idaho Department of Water Resources Water Permit No. 27 7202 for 4.4 cfs.

Together with the following irrigation equipment used in connection therewith:

* See attached Exhibit A.

Subject to mortgage in favor of Idaho Bank & Trust Company, which the Grantee assumes and agrees to pay according to its term commencing with the payment of principal and interest due May 22, 1988.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantor s do hereby covenant to and with the said Grantee s, that they are the owners in fee simple of said premises; that said premises are free from all incumbrances except as hereinabove set forth and that they will warrant and defend the same from all lawful claims whatsoever.

Dated:

DWIN H. STUFFLEBEAM

JOYCE L. STUFFLEBEAM

J. SIM JOHNSTON

CLAUDINE JOHNSTON

STATE OF IDAHO, COUNTY OF BINGHAM

On this 16th day of DECEMBER, 1987, before me, a notary public in and for said State, personally appeared Dwain H. Stufflebeam and Joyce L. Stufflebeam, husband and wife; and J. Sim Johnston and Claudine Johnston, husband and wife

known to me to be the persons whose names s submitted to me within instrument, and acknowledged to me that they executed the same.

Notary Public
Residing at
Blackfoot, IdahoMICROFILMED
DEC 18 1988

RECEIVED

JUN 22 1995

Department of Water Resources

MEMORANDUM

TO: File 27-07303

FROM: Sharla

DATE: October 31, 1996

RE: Telecon

On this date, I spoke with Rodney Moore (V.P. Winding Brook Corp.) concerning the use of surface water on the acres identified to be licensed under this right. The original application mentioned shares in Blackfoot Slough and the POU comparison report identifies several SRBA surface water claims for these lands. Mr. Moore stated that surface water is not used on these acres. He knew that surface water had been used in the past but would not even speculate as to when groundwater became the only source serving these lands.

He also stated that no fees are paid to any water delivery organization for surface water and he assumed that either a previous owner retained the shares or they had been re-allocated to someone else. Coincidentally, on this same day, Dick Johnson (an appraiser/real estate agent) contacted me to find out the status of this right. He told me that he had been involved with the sale of this property to Winding Brook and he confirmed that surface water has not been used by Winding Brook and thought that the shares had been retained by the previous owner and used on adjoining property to the south.

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DEC 18 1996

Explanation/Supplemental
Use