

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check “Yes” in the “Split?” column. If the water right is leased to the Water Supply Bank, check “Yes”. If you are not sure if the water right is leased to the Water Supply Bank, [see #6](#) of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
13-4299 	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Ben B. Johnson
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Ben Johnson Family Farm, L.L.C.
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- | | | | |
|---|---------------------|-------|-------|
| Attn: Ralph Johnson, 5705 Cottonwood Lane | Holladay | Utah | 84117 |
| Mailing address | City | State | ZIP |
| 801-556-6577 | ralph.rbj@gmail.com | | |
| Telephone | Email | | |
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: January 15, 1994
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed [IRS Form W-9](#) for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed [Lessor Designation](#) form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
- ☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- ☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- ☒ Filing fee (see instructions for further explanation):
- ☐ \$25 per *undivided* water right.
 - ☐ \$100 per *split* water right.
 - ☐ No fee is required for pending adjudication claims.
- ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
- ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: <u>[Signature]</u>	<u>7-21-15</u>	<u>7-21-15</u>
Signature of new owner/claimant	Title, if applicable	Date
Signature: _____	_____	_____
Signature of new owner/claimant	Title, if applicable	Date

For IDWR Office Use Only:

Received by JB Date 7/27/2015 Receipt No. E041.300 Receipt Amt. \$650.-
Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
Name on W-9 _____ Approved by JB Processed by JB Date 4/20/2017

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

7/15/2015

WATER RIGHT NO. 13-4299

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	BEN B JOHNSON 136 N 1ST W PRESTON, ID 83263

Priority Date: 07/11/1883
Basis: Statutory Claim
Status: Active

<u>Source</u>	<u>Tributary</u>
WAYLAND HOT SPRINGS	BEAR RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01	10/31	2 CFS	
Total Diversion			2 CFS	

Location of Point(s) of Diversion:

WAYLAND HOT SPRINGS	SE	Sec. 08	Township 15S	Range 39E	FRANKLIN County
WAYLAND HOT SPRINGS	NE	Sec. 08	Township 15S	Range 39E	FRANKLIN County
WAYLAND HOT SPRINGS	SW	Sec. 08	Township 15S	Range 39E	FRANKLIN County

Place(s) of use:

Place of Use Legal Description: IRRIGATION FRANKLIN County

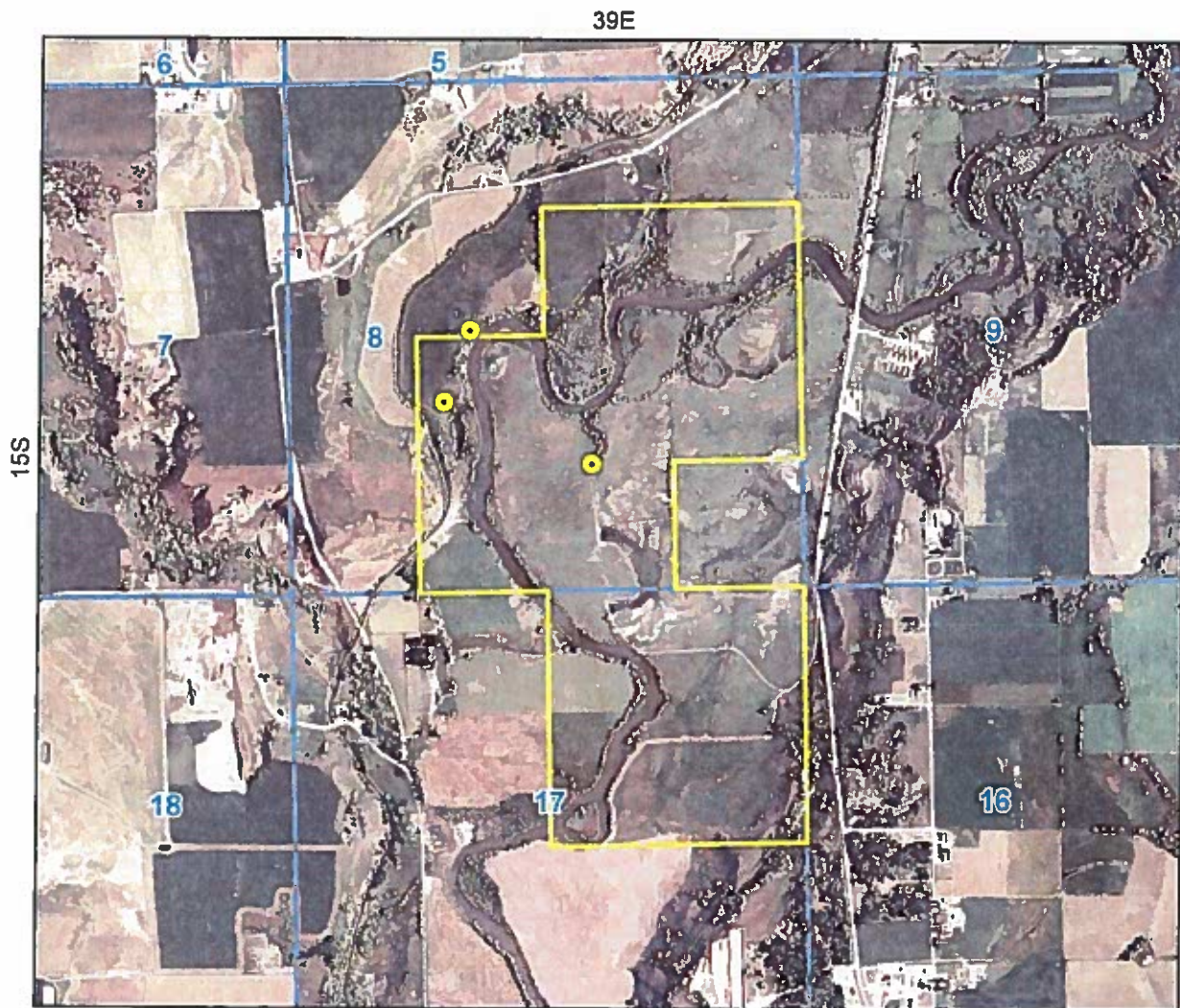
<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
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State of Idaho
Department of Water Resources

Water Right
13-4299

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



0 0.225 0.45 0.9 Miles

-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections



15S	39E	8	SWNE 5	SENE 2			
			NESW 20	SESW 15			
			NESE 3	NWSE 30	SWSE 38		
		17	NENE 40	NWNE 20	SWNE 20	SENE 40	

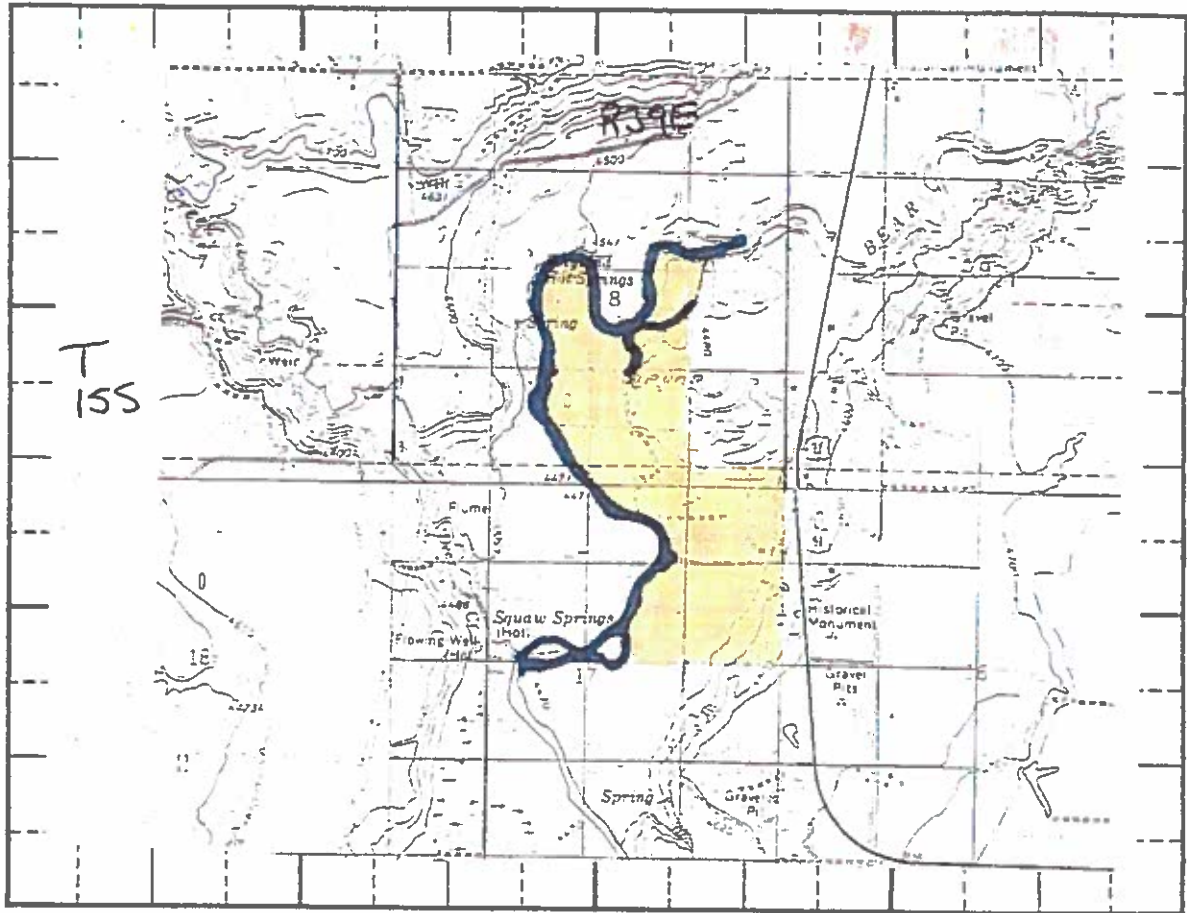
Total Acres: 233

Dates:
Licensed Date:
Decreed Date:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Water Supply Bank Enrollment Date Accepted:
Water Supply Bank Enrollment Date Removed:
Application Received Date:
Protest Deadline Date:
Number of Protests: 0

Other Information:
State or Federal:
Owner Name Connector:
Water District Number:
Generic Max Rate per Acre:
Generic Max Volume per Acre:
Civil Case Number:
Old Case Number:
Decree Plaintiff:
Decree Defendant:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Cary Act Number:
Mitigation Plan: False

Close

(B) Remarks



Scale: 2 inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of Idaho)
County of) ss.

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

Ben T. Johnson
(Claimant)

Sworn to before me this 31st day of July, 19 87.

Kent W. Lutz
Notary Public
Residing at Idaho Falls, Idaho

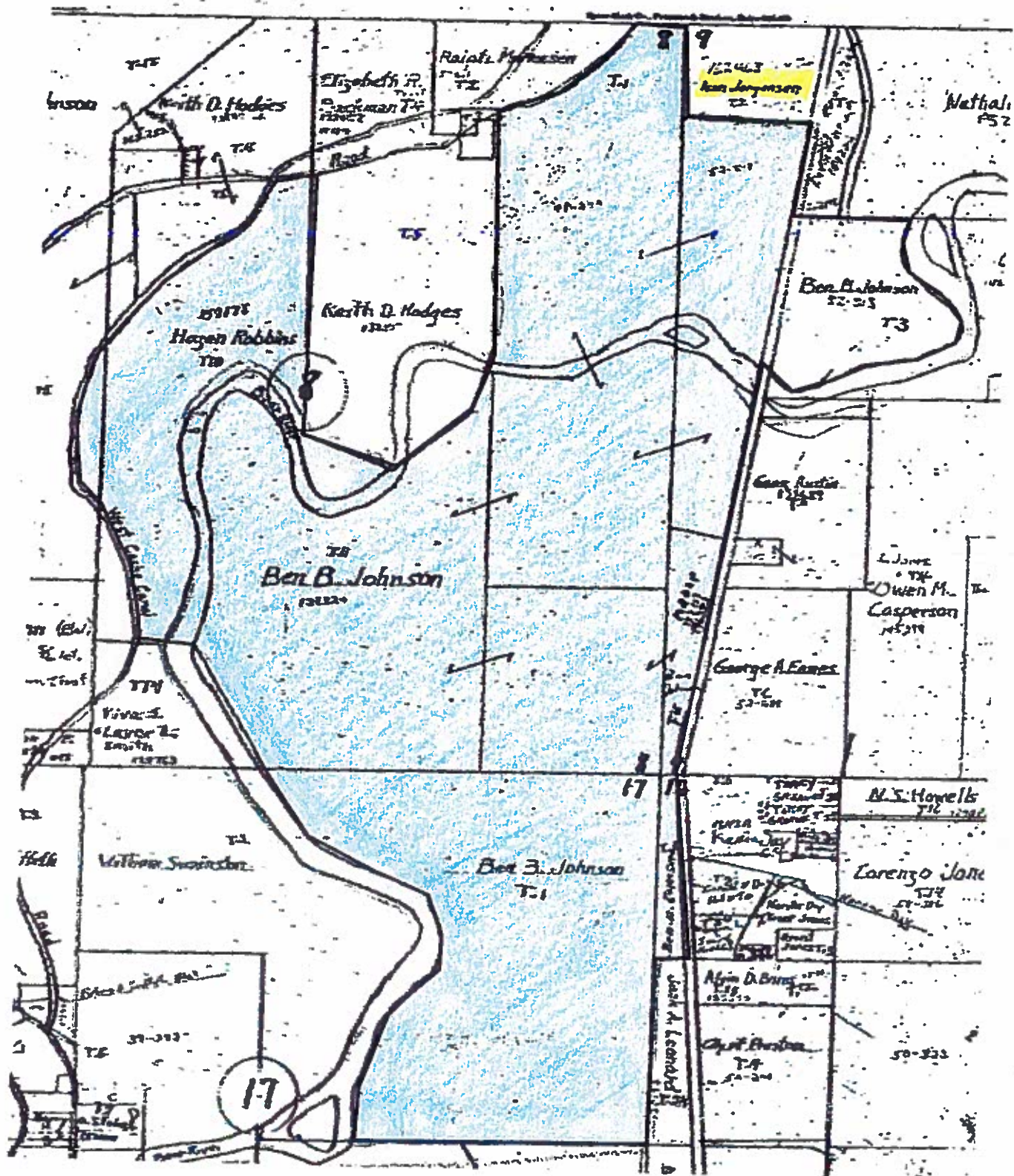
My commission expires November 10, 1992

MICROFILMED

SEP 24 1987

FOR DEPARTMENT USE ONLY

Received by da Date 8-7-1987 Exception filed by: _____ Date _____
Prelim. check by OHWS Date 8-7-87 Forwarded to claimant by: _____ Date _____
\$30.00 fee received by 8200 Date 8-7-87 (revised 5-7-87) 241245
Published in Precision Edition - da
Dates 8-20-87 & 8-22-1987



269753

Recorded at the request of
Lynn Price
Time 11:14 Amount \$ 10.00

JAN 09 2017

QUITCLAIM DEED

SHAUNA T. GEDDES, RECORDER
By C. Carter Deputy
Franklin County, Idaho

FOR VALUE RECEIVED, the Price Family Trust does hereby convey, release, remise and forever quit claim unto Ben Johnson Family Farm, LLC, whose current address is 5705 Cottonwood Lane, Holladay, Utah 84117, the following described premises:

Township 15 South, Range 39 East of the Boise Meridian, Franklin County, Idaho Section 8:
All of that portion of the Southwest Quarter of the Northeast Quarter lying South of the Bear River, and all of that portion of the Northwest Quarter of the Southeast Quarter lying South of the Bear River. Said property estimated to be approximately 3 to 4 acres, more or less.

The purpose of this deed is to exchange land of approximately similar sizes on the north and south sides of Bear River between the Ben Johnson Family Farm, LLC and the Price Family Trust and is conditioned on the recording of said deeds in the Office of Recorder of Franklin County.

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

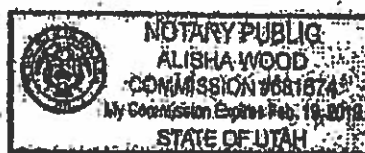
Date 1-30-16

Lynn Price
Lynn Price, Trustee

State of Utah)
County of Wasatch) S.S.

On this 30th day of December, in the year 2016, before me Alisha Wood
Veon, personally appeared Lynn Price, known or identified to be the person whose name is subscribed to this within instrument as Trustee and acknowledged to me that Lynn Price executed the same as Trustee of the Price Family Trust.
Veon

Alisha Wood
Notary Public
Residing at: Midway, Utah
My Commission Expires on 2/19/19



AFFIDAVIT OF JAN STONE

STATE OF IDAHO)
 ss.
COUNTY OF FRANKLIN)

JAN STONE, being duly sworn, deposes and states:

1. I am over the age of 18 and have personal knowledge of the matters set forth in this Affidavit.
2. I am a Title Officer at Northern Title Company of Idaho, Inc. and was retained by Ben Johnson Family Farm, LLC, a Idaho limited liability company, to perform searches of Franklin County Recorder records to provide title information and documentation to assist in resolving certain errors and ambiguities in the places of use for Water Right Nos. 13-923, 13-924, and 13-937 (collectively the "Water Rights") by establishing the lands owned by the decreed owners of the Water Rights prior to and on the date of the decree in the case of *Utah Power and Light Company v. Last Chance Canal Co., et al.*, on July 14, 1920 (the "Bear River Decree").

Water Right Nos. 13-923 and 13-924

3. Water Right Nos. 13-923 and 13-924 were decreed to S.C. Chadwick in the Bear River Decree with a described place of use of 320 acres located within the N/2 of Section 17 (the "Section 17 Lands"), and the E/2 of the NW/4 and the N/2 of the SW/4 of Section 15 (the "Section 15 Lands") and the E/2 of the NW/4 and the N/2 of the SW/4 of Section 19 (the "Section 19 Lands"), all in T. 15 S., R. 39 E., Boise Meridian as established by the Water Right Reports for Water Right Nos. 13-923 and 13-924 attached to this Affidavit as Exhibit A.
4. I searched the Section 15 Lands to determine if S. C. Chadwick was an owner of the Section 15 Lands prior to and on the date of the Bear River Decree (July 14, 1920). There are

no records to show that S. C. Chadwick owned any of the Section 15 Lands prior to or on the date of the Bear River Decree (July 14, 1920).

5. I searched the Section 19 Lands to determine if S. C. Chadwick was an owner of the Section 19 Lands prior to and on the date of the Bear River Decree (July 14, 1920). There are no records to show that S. C. Chadwick owned any of the Section 19 Lands prior to or on the date of the Bear River Decree (July 14, 1920).

6. I searched the Section 17 Lands to determine if S. C. Chadwick was an owner of the Section 17 Lands prior to and on the date of the Bear River Decree (July 14, 1920). S. C. Chadwick did own property in Section 17, T. 15 S., R. 39 E., Boise Meridian prior to and on the date of the Bear River Decree (July 14, 1920).

7. The American Mortgage Company of Scotland Limited conveyed the NE/4 of the NW/4, the N/2 of the NE/4 and the SW/4 of the NE/4 of Section 17, T. 15 S., R. 39 E., Boise Meridian containing 160 acres, more or less, to Samuel C. Chadwick by Warranty Deed dated July 12, 1907, and recorded July 25, 1907, as Instrument No. 7056. *See* the Warranty Deed attached to this Affidavit as Exhibit B. Following a foreclosure, the same property was conveyed by W. D. Head, Sheriff of Franklin County, Idaho, to Continental Life Insurance Company by Sheriff's Deed on Foreclosure dated November 5, 1926, and recorded January 20, 1927, as Instrument No. 27765. *See* the Sheriff's Deed on Foreclosure attached to this Affidavit as Exhibit C.

8. John W. Winn and his wife Tena Winn conveyed the SE/4 of the NE/4 of Section 17, T. 15 S., R. 39 E., Boise Meridian containing 40 acres to S. C. Chadwick by Warranty Deed dated September 10, 1907, and recorded September 27, 1907, as Instrument No. 8200. *See* the Warranty Deed attached to this Affidavit as Exhibit D. S. C. Chadwick and his wife Della M.

Chadwick conveyed the same property to Ezra C. Foss, Jr. by Warranty Deed dated December 28, 1918, and recorded December 31, 1918, as Instrument No. 10292. *See* the Warranty Deed attached to this Affidavit as **Exhibit E**.

9. J. A. Stewart and her husband J. Z. Stewart conveyed the S/2 of the SW/4, the NE/4 of the SW/4, and the SE/4 of the NW/4 of Section 17, T. 15 S., R. 39 E., Boise Meridian containing 160 acres to S. C. Chadwick by Warranty Deed dated December 1, 1905, and recorded December 11, 1905, as Instrument No. 3501, reserving the right-of-way for the West Cache Canal, said tract being 100 feet wide and 1598.3 feet long. *See* the Warranty Deed attached to this Affidavit as **Exhibit F**. Following a foreclosure, the same property was conveyed by W. D. Head, Sheriff of Franklin County, Idaho, to George Thomas by Sheriff's Deed on Foreclosure dated March 30, 1926, and recorded April 14, 1926, as Instrument No. 25930, less a tract of land containing 10 acres. *See* the Sheriff's Deed on Foreclosure attached to this Affidavit as **Exhibit G**.

Water Right No. 13-937

10. Water Right No. 13-937 was decreed to Mrs. Alonzo H. Seamons in the Bear River Decree with a described place of use of 35 acres located within the NE/4 of Section 8, T. 15 S., R. 39 E., Boise Meridian (the "**Section 8 Lands**") as established by the Water Right Report attached to this Affidavit as **Exhibit H**.

11. I searched the Section 8 Lands to determine if Mrs. Alonzo Seamons (Eliza Alice Seamons) was an owner of the Section 8 Lands prior to and on the date of the Bear River Decree (July 14, 1920). Mrs. Alonzo Seamons did own property in Section 8, T. 15 S., R. 39 E., Boise Meridian prior to the date of the Bear River Decree (July 14, 1920).

12. Edger M. Martin and Edward M. Martin conveyed the E/2 of the NE/4 and the NE/4 of the SE/4 of Section 8, T. 15 S., R. 39 E., Boise Meridian containing 120 acres to Alonzo Seamons by Warranty Deed dated April 17, 1902, and recorded April 24, 1902, in Book "Q" of Deeds, at Page 546 (the "Alonzo Seamons Deed"). See the Alonzo Seamons Deed attached to this Affidavit as Exhibit I.

13. Alonzo Seamons and his wife Alice Seamons conveyed 50 acres of the real property described in the Alonzo Seamons Deed to S. C. Chadwick by Warranty Deed dated October 6, 1906, and recorded December 26, 1906, as Instrument No. 5148. See the Warranty Deed attached to this Affidavit as Exhibit J.

14. Alonzo H. Seamons conveyed 70 acres of the real property described in the Alonzo Seamons Deed, excepting a right-of-way for the canal of the West Cache Irrigation Company and for a public road, leaving a net acreage of 67 acres, more or less, to Eliza Alice Seamons by Deed of Gift dated September 6, 1913, and recorded January 4, 1915, as Instrument No. 2790. See the Deed of Gift attached to this Affidavit as Exhibit K.

15. Eliza A. Seamons, a widow, conveyed a net acreage of 67 acres, more or less, of the real property described in the Alonzo Seamons Deed, excepting a right-of-way for the West Cache Irrigation Company and for a public road to E. M. Martin by Warranty Deed dated February 18, 1918, and recorded November 28, 1927, as Instrument No. 29408. See the Warranty Deed attached to this Affidavit as Exhibit L.

16. There are no records to show that Mrs. Alonzo Seamons (Eliza Alice Seamons, Eliza A. Seamons, or Alice Seamons) owned any property in the NW/4 of the NE/4 or the SW/4 of the NE/4 of Section 8, T. 15 S., R. 39 E., Boise Meridian, prior to or on the date of the Bear River Decree (July 14, 1920).

DATED this 12th day of April, 2017.

Jan Stone
Jan Stone

SUBSCRIBED AND SWORN before me this 12 day of April, 2017.

Monique Bair
Notary Public

Printed Name: Monique Bair

My commission expires: 6-19-2018



EXHIBIT A

[Water Right Reports for Water Right Nos. 13-923 and 13-924]

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

12/12/2016

WATER RIGHT NO. 13-923

Owner Type | Name and Address
Current Owner | S C CHADWICK

Priority Date: 05/01/1885
Basis: Decreed
Status: Active

Source | Tributary
BATTLE CREEK | BEAR RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/20	9/30	2 CFS	
Total Diversion			2 CFS	

Location of Point(s) of Diversion:

BATTLE CREEK | Sec. | Township | Range | County

Place(s) of use:

Place of Use Legal Description: IRRIGATION FRANKLIN County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
15S	39E	15		NENW			SEnw							
				NESW			NWSW							
		17		NENE			NWNE			SWNE			SENE	
				NENW			NWNW			SWNW			SEnw	
		19		NENW			SEnw							
				NESW			NWSW							

Conditions of Approval:

1. P/D INCOMPLETE. P/U INCOMPLETE AC. IRR. = 320.

Dates:

Licensed Date:

Decreed Date: 07/14/1920

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number: 13M

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close

Close

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

12/12/2016

WATER RIGHT NO. 13-924

Owner Type | Name and Address

Current Owner | S C CHADWICK

Priority Date: 07/11/1883

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
HAW BUSH SPRING	BATTLE CREEK
SPRING	BATTLE CREEK
TANK SPRING	BATTLE CREEK

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/20	9/30	1.6 CFS	
DIVERSION TO STORAGE	1/01	12/31	1.6 CFS	
Total Diversion			1.6 CFS	

Location of Point(s) of Diversion:

SPRING	SENE	Sec. 08	Township 15S	Range 39E	FRANKLIN County
TANK SPRING	NESW	Sec. 08	Township 15S	Range 39E	FRANKLIN County
TANK SPRING	SESW	Sec. 08	Township 15S	Range 39E	FRANKLIN County
HAW BUSH SPRING	NWNE	Sec. 16	Township 15S	Range 39E	FRANKLIN County
HAW BUSH SPRING	SWNE	Sec. 16	Township 15S	Range 39E	FRANKLIN County

Place(s) of use:

Place of Use Legal Description: IRRIGATION FRANKLIN County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
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15S	39E	15	NENW	SENW			
			NESW	NWSW			
		17	NENE	NWNE	SWNE	SENE	
			NENW	NWNW	SWNW	SENW	
		19	NENW	SENW			
			NESW	NWSW			

Conditions of Approval:

1. P/U INCOMPLETE AC. IRR. = 320. PORTION OF RT. STORED IN RESERVOIR ON P/U.

Dates:

Licensed Date:

Decreed Date: 07/14/1920

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number: 13M

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close

EXHIBIT B

[Warranty Deed (Instrument No. 7056)]

Company a corporation and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said Moses Thatcher and said H. E. Hatch each acknowledge to me that said corporation executed the same.

My commission expires July 29, 1907 (Seal) Roy D. Thatcher Notary Public

Recorded at the request Harrison Maughan June 17, 1907 at 2-30 P.M. John J. Evans, Co. Recorder

Reference: Book "W" of Deeds at page 509 Original Oneida County Records.

7-25-1907

~~XXXXXXXXXXXX~~

COMPARED

The American Mortgage Company of Scotland Limited

Samuel C. Chadwick to Inst No 7056 Warranty Deed

Know all men by these presents, That The American Mortgage Company Limited in consideration of six hundred and fifty (\$650.00) have bargained and sold, and by these presents does grant, bargain, sell and convey unto the said Samuel C. C. Chadwick his heirs and assigns all the following described real property situated in the County of Oneida, and State of Idaho, to-wit:

The north east quarter of the northwest quarter, the north half of the north east quarter and the south west quarter of the north east quarter of section seventeen (17) in township fifteen (15) south of range thirty nine (39) east of the Boise Meridian, containing one hundred and sixty (160) acres more or less.

Together with all and singular the tenements, hereditaments, and appurtenances therunto belonging or in any wise appertaining, and also all its estate, right, title and interest in and to the same,

To have and to hold the above described and granted premises unto the said Samuel C. Chadwick his heirs and assigns forever. And the American Mortgage Company of Scotland Limited grantor above named does covenant to and with Samuel C. Chadwick the above named grantee his heirs and assigns, that the above granted premises are free from all incumbrances except as to taxes for the year 1904 and subsequent years & that it will and its successors, legal representatives and assigns shall warrant and forever defend the above granted premises, and every part and parcel thereof against the lawful claims and demands, of all persons whomsoever.

In Witness whereof, These presents are signed and sealed the twelfth day of July A. D. 1907. The American Mortgage Company of Scotland Limited (Seal)

Signed, sealed and delivered in the presence of By Robert Livingstone (Seal)
W. Chalmers Clark K. K. Baxter Attorney in Fact.
Attorney in Fact (Seal)

State of Oregon
County of Multnomah ss. On this twelfth day of July A. D. 1907, before me, the undersigned, a Notary Public within and for the State of Oregon, personally appeared Robert Livingstone attorney in fact for The American Mortgage Company of Scotland Limited, known to me to be the person described in and who executed the above and foregoing deed as the not and deed of the said The American Mortgage Company of Scotland Limited and acknowledged to me that he had executed the foregoing deed freely and voluntarily for, on behalf of, and as the act and deed of the said The American Mortgage Company of Scotland Limited for the purpose therein mentioned.

In Witness whereof, I have hereunto set my hand and affixed my official seal, the day and year last above written.

My commission expires July 15/1909 K.K. Baxter Notary Public for the State of Oregon,
(Seal) residing at Portland.

Filed for record July 25, 1907 at 9 A. M.

E. J. Evans, Co. Recorder, by J. B. Jones.

Reference: Book "W" of deeds at page 514 Original Oneida County Records.

~~XXXXXXXXXXXX~~

COMPARED

EXHIBIT C

[Sheriff's Deed on Foreclosure (Instrument No. 27765)]

and forever QUITCLAIM, unto the said parties of the second part, and to their heirs and assigns, an undivided third interest in all that certain lot, piece or parcel of land, situate, lying and being in, County of Franklin State of Idaho, bounded and particularly described as follows, to wit:

Beginning at a point 30 rods North and 21 rods and 3 feet East of the Southwest corner of the Southeast Quarter of Section 26, Township 16 South, Range 39 East of the Boise Meridian, running thence East 19 rods and 3 feet; thence North 145 rods; thence West 19 rods and 3 feet; thence South 145 rods to the place of beginning.

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 parties of the second part, and to their heirs and assigns forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand and seal the 19th day of January, 1927.

Signed, sealed and delivered
in the presence of

Matilda Smith (SEAL)

STATE OF IDAHO

COUNTY OF FRANKLIN--SS

On this 19th day of January, in the year 1927, before me, Eber K. Wilson, a Notary Public in and for said County, personally appeared Matilda Smith known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

(SEAL)

Eber K. Wilson
Notary Public, Preston, Idaho.

STATE OF IDAHO

COUNTY OF FRANKLIN--SS

I hereby certify that this instrument was filed for record at the request of Matilda Smith at 3-45 P.M. January 19th, 1927.

Fees \$1.00

01-20-1927

INST. NO. 27765

Compared

John A. Heford
Ex-Officio Recorder

SHERIFF'S DEED ON FORECLOSURE

THIS INDENTURE, Made this 5th day of November, in the year of our Lord One Thousand Nine Hundred and Twenty-six, between W.D. Head, Sheriff of the County of Franklin, State of Idaho, party of the first part, and Continental Life Insurance Company, a corporation, party of the second part, WITNESSETH:

WHEREAS, in and by a certain judgment or decree made and entered by the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Franklin on the 7th day of July, 1924, in a certain action then pending in said Court, wherein the Continental Life Insurance Company, a corporation, was plaintiff, and S. C. Chadwick, Della M. Chadwick, Florence E. Cline, K. B. Cline, Peter Johnson, H. B. Johnson, and Mary J. Pederson were defendants, in which said decree it was, among other things, ordered, adjudged and decreed that all and singular the mortgaged premises described in the complaint in said action and specifically described in said judgment or decree, should be sold at public auction by the Sheriff of said County of Franklin in the manner

①

required by law, and according to the course and practice of said court; that any party to the action might become a purchaser at said sale; that said Sheriff should issue the usual certificate and deed to the purchaser or purchasers, as required by law, and

WHEREAS, an execution in foreclosures was duly issued out of the above entitled court on the 23rd day of July, 1924, which execution was delivered to said Sheriff, whereby he was, among other things, commanded that the said property therein described should be sold and the said decree carried out in full; and

WHEREAS, the said Sheriff did, on the 18th day of August, 1924, after due public notice had been given as required by the laws of this State and the course and practice of said court, duly sell at public auction in the said County of Franklin, agreeable to said judgment and decree and execution in foreclosure, and the provisions of law, the premises in said decree and execution mentioned, at which sale the premises in said judgment or decree, and hereinafter described, were fairly struck off to the said Continental Life Insurance Company, a corporation, party of the second part hereto, for the sum of \$9000.00, it being the highest bidder and that being the highest bid for the same, and

WHEREAS, the said purchaser thereupon paid the said Sheriff his fees and disbursements on said sale and directed that the balance thereof be applied in satisfaction of the judgment obtained by it; and

WHEREAS, the said Sheriff thereupon made and issued the usual certificate in duplicate of said sale, in due form of law, and delivered one thereof to the purchaser, Continental Life Insurance Company, a corporation, and caused the other to be filed in the office of the County Recorder of the County of Franklin; and

WHEREAS, more than twelve months have elapsed since the date of said sale and no redemption has been made of the premises so sold, as aforesaid, by or on behalf of said judgment debtors, S. C. Chadwick, Della H. Chadwick, Florence E. Glines, R. B. Glines, Peter Johnson, E. B. Johnson and Mary J. Pedersen, or by or on behalf of any other person;

NOW THIS INDENTURE WITNESSETH: That the said party of the first part, as Sheriff, in order to carry into effect the sale so made, in pursuance to said judgment or decree, and in conformity to the statute in such case made and provided, and also in consideration of the premises and the sum of \$9000.00, so bid and paid to him by said purchaser, as aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part and to its successors and assigns, forever, all those certain lots, pieces or parcels of land, situate, lying and being in the County of Franklin, State of Idaho, and bounded and particularly described as follows, to wit;

The East half of the Southwest quarter ($E\frac{1}{2} SW\frac{1}{4}$) of Section Eight (8); the Southeast quarter of the Northwest quarter ($SE\frac{1}{4} NW\frac{1}{4}$) of Section Eight (8), and that certain portion of the Northeast quarter of the Northwest quarter ($NE\frac{1}{4} NW\frac{1}{4}$) of said Section Eight (8) lying South of the public highway leading from Battlereck to Clifton; also, the Southwest quarter of the Southeast quarter ($SW\frac{1}{4} SE\frac{1}{4}$) of Section Eight (8); also, beginning at a point twenty (20) chains West and twenty (20) chains North of the Northwest corner of Section Sixteen (16) Township Fifteen (15) South, Range Thirty-nine (39) East of Boise Meridian, running thence North 24.7 chains; thence South Fifty-four degrees and forty-five minutes West 5.57 chains; thence South 12 degrees West 6 chains; thence South 64 degrees 20 minutes West 5.75 chains; thence North 75 degrees 35 minutes West 9.22 chains; thence South 15.44 chains; thence East 20 chains to the place of beginning -

(2)

last described piece containing 32 acres. All of said land being in Section Eight (8) Township Fifteen (15) South, Range Thirty-nine (39) East of Boise Meridian.

Also the Northeast quarter of the Northwest quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$); the North half of the Northeast quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$) and the Southwest quarter of the Northeast quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Seventeen (17) Township Fifteen (15) South, of Range Thirty-nine (39) East of Boise Meridian, containing 160 acres of land.

Together with \$100.00 of the capital stock of the West Cache Canal Company and \$100. of the capital stock of the Battle Creek Irrigation Company. Also, all waters from Deep Creek and certain springs now used on and appurtenant to said land. Together with all other water and ditch rights, and rights to the use of water for irrigating said premises or for domestic use thereon to which S. C. Chadwick and Della M. Chadwick, or the said premises, were on the 20th day of October, 1917, or thereafter entitled, and which were then or thereafter used on said premises, however evidenced, and together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

Together with the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title or interest, property, possession, claim and demand whatsoever, as well in law as in equity of the said party of the first part and the said defendants S. C. Chadwick, Della M. Chadwick, Florence E. Glines, H. B. Glines, Peter Johnson, H. B. Johnson and Mary J. Pedersen or, in and to the said premises, and each part and parcel thereof.

TO HAVE AND TO HOLD, all and singular the said premises hereby conveyed, or intended so to be, together with the appurtenances, unto the said party of the second part, and to its successors and assigns, to its own proper use and benefit and behoof forever.

IN WITNESS WHEREOF, the said party of the first part to these presents has hereunto set his hand and seal the day and year first above written.

W. D. Head
Sheriff of Franklin County, Idaho.

SIGNED, sealed and delivered
in the presence of :

J. S. Larsen

STATE OF IDAHO

COUNTY OF FRANKLIN--SS

On this 6th day of November in the year 1926, before me, J. S. Larsen, a Notary Public in and for said County and State, personally appeared W. D. Head, known to me to be the Sheriff of the County of Franklin, State of Idaho, and the party who executed the foregoing instrument, and who duly acknowledged to me that he, as such Sheriff, executed the same.

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

J. S. Larsen
Notary Public, residing at
Preston, Idaho.

(SEAL)

My commission expires Aug 3, 1929.

STATE OF IDAHO

COUNTY OF FRANKLIN--SS

I hereby certify that this instrument was filed for record at the request of J. S. Larsen Co. at 2-55 P.M. January 20th, 1927.

Dees \$2.80

Compared

John A. Redford
Ex-Officio Recorder.

EXHIBIT D

[Warranty Deed (Instrument No. 8200)]

thousand nine hundred and six between David C. Eames and his wife Elizabeth G. Eames of Preston County of Oneida State of Idaho parties of the first part, and David C. Eames of Preston County of Oneida 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 seven hundred and fifty dollars, lawful of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all the following described real estate, situated in Oneida County, State of Idaho, to-wit:

Commencing at a point eighty 80 rods north from the south east corner of the south east quarter of section nine (9) in township fifteen (15) south of range thirty nine (39) east of Boise Meridian running thence west one hundred and thirty nine (139) rods thence north fifty seven (57) rods nine (9) feet and three (3) inches thence east one hundred and thirty nine (139) rods thence south fifty seven (57) rods nine (9) feet and three (3) inches to the place of beginning containing fifty (50) acres.

Together with all and singular, 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 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 party of the second part, and to his heirs and assigns, forever. And the said parties of the first part, and their heirs, the said premises in the just and peaceable possession of the said party of the second part, his heirs and assigns, against the said parties of the first part, and their heirs, and against all and every person and persons whosoever 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

Elizabeth E. Eames (seal)
David C. Eames (seal)

Ed Hale, Joseph Davis.

State of Idaho
County of Oneida ss. On this 28th day of September 1907, before me, Joseph Davis a Notary Public in and for said county personally appeared David C. Eames known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same. And on this 29 day of September in the year 1907, before me, the officer above described, personally appeared Elizabeth E. Eames known to me to be the person whose name is subscribed to the within instrument, described as a married woman; and upon an examination without the hearing of her husband, I made her acquainted with the contents of the instrument, and thereupon she acknowledged to me that she executed the same, and that she does not wish to retract such execution.

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

(seal) Joseph Davis, Notary Public

Filed for record the 24 day of Sept. A. D. 1907 at 5-2 o'clock P. M.
John J. Evans, ex-officio recorder.

COMPARED

Reference: Book "1" of deeds at page 234 Original Oneida County Records.

9-27-1907

Instrument No 8200

This Indenture, made this 10 day of Sept in the year of our Lord one

thousand nine hundred and seven between John W. Winn and his wife Tena Winn of Fattle Creek County of Oneida State of Idaho part of the first part, and S. C. Chadwick of Preston County of Oneida State of Idaho the party of the second part, Witnesses; That the said parties of the first part, for and in consideration of the sum of one thousand dollars, of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is her by acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all the following described real estate, situated in Oneida County, State of Idaho, to-wit:

The south east quarter of the north east quarter section seventeen township fifteen south of range thirty nine east of Boise Meridian in Idaho containing 40 acres Together with all water right belonging to said land.

Together with all and singular, 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 the said property, as well in law as in equity, of the said part of the first part;

To have and to hold all and singular the above mentioned and described premises, together with the appurtenances, unto the party of the second part, and to his heirs and assigns, forever, And the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said party of the second part his heirs and assigns, 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
Joseph Daines.

John W. Winn (Seal)
Tena Winn (Seal)

State of Idaho

County of Oneida ss. On this 19th day of September 1907, before me, Joseph Daines a Notary Public in and for said county, personally appeared John W. Winn known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same. And on this 15th day of September in the year 1907, before me, the officer above described, personally appeared Tena Winn known to me to be the person whose name is subscribed to the within instrument, described as a married woman; and upon an examination with out the hearing of her husband, I made her acquainted with the contents of the instrument, and thereupon she acknowledged to me that she executed the same, and that she does not wish to retract such execution.

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

My commission expires May 1908 (Seal) Joseph Daines, N. P. Preston Idaho
Filed for record the 27 day of September A. D. 1907, at 9-10 o'clock A. M.

J. J. Evans, ex-officio recorder. By E.E. Junes, deputy

Reference: Book "1" of deeds at page 235 Original Oneida County Records.

COMPARED

Instrument No 8206

This Indenture, made this 24 day of September in the year of our Lord one thousand nine hundred and seven between Beatrice Saxer and her husband A. H. Saxer of Preston County of Oneida State of Idaho parties of the first part, and Eliza C. Saxer of Preston

EXHIBIT E

[Warranty Deed (Instrument No. 10292)]

12-31-1918

THIS INSTRUMENT, made the 28th day of December in the year of our Lord one thousand nine hundred and eighteen between S.C. Chadwick and his wife Della M. Chadwick of the County of Franklin and the State of Idaho the parties of the first part, and Ezra C. Foss, Jr. of the County of Franklin and the 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 One thousand and no/100 Dollars lawful money of the United States of America, to them in hand paid by the said party of the second part the receipt whereof is hereby acknowledged do by these presents grant sell, bargain, convey, and confirm unto the said party of second part, on to... heirs and assigns forever all that certain lot, place or parcel of land situate, lying and being in the County of Franklin and State of Idaho, and bounded and described as follows, to-wit:

The Southeast Quarter of the Northeast quarter (SE1/4) of Section Seventeen (17) Township Fifteen (15) South, Range Thirtynine (39) East of the Boise Meridian, containing 40 acres.

Together with a full water right from springs and reservoir.

Together with all and singular the tenements, hereditaments and appurtenances, therunto belonging or in any wise appertaining, and the rents, issues and profits thereof, and together with all ditch and water rights of every nature, however evidenced, used with the said land or belonging to same.

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

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

Signed, sealed and delivered in the presence of

A.W. Hart

S.C. Chadwick, (as 1)

John Huffer

Della M. Chadwick (as 1)

SEAL OF IDAHO

COUNTY OF FRANKLIN

On this 28th day of December in the year 1918, before me as a Notary Public in and for said County and State personally appeared S.C. Chadwick and his wife Della M. Chadwick, known to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

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

My commission expires Feb. 1, 1920 (S.C.) Arthur W. Hart, Notary Public, Preston, Idaho

Recorded at request of S.C. Chadwick at 1:40 P.M. this 31st day of Dec 1918

John A. Lofgren, County Recorder

Fees, \$1.25

Guaranty Fund

GUARANTY FUND

NO 10295

THIS INSTRUMENT, made the 20th day of November in the year of our Lord one thousand nine hundred and eighteen between Riley Davis and his wife Esther E. Davis of the County of Franklin and the State of Idaho the parties of the first part, and Robert C. Tedder of the

EXHIBIT F

[Warranty Deed (Instrument No. 3501)]

containing 4.4845 acres.

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

To have and to hold all and singular the said premises with the appurtenances unto the said party of the second part, his successors in office and assigns, forever.

In witness whereof, the said parties of the first hereunto set their hands and seals the day and year first above written.

Signed in presence of

Nannie Rallison
Jas Henderson

Melvin Henderson Seal
Elizabeth Henderson Seal

State of Idaho
County of-----es

On this 10th day of November A D 1903 before me James Henderson a notary public in and for said County personally appeared Melvin Henderson and Elizabeth Henderson his wife, known to me to be the persons whose names are subscribed to the foregoing instrument who severally duly acknowledged to me that they and each of them executed the same, and the said Elizabeth Henderson, who is described in said instrument as a married woman upon an examination without the hearing of her husband, was made acquainted by me with the contents of said instrument, and she thereupon duly acknowledged to me that she executed the same and that she does not wish to retract such execution.

Seal James Henderson--Notary Public

My com expires April 30 1906

Recorded at request E. C. Harmer Dec 11 1905 at 9:30 A. M.

W H Richards--Co Recorder

W. D. Williams--Deputy

Reference: Book "W" page 66 of Deeds Original Oneida County Records.

Inst No 3501

J. A. Stewart and husband

To

S. C. Chadwick

This indenture, made the 1st day of December in the year of our Lord one thousand nine hundred and five between J A Stewart and her husband J Z Stewart of the County of Cache and state of Utah the parties of the first part, and S. C. Chadwick of the County of Oneida and State of Idaho the party of the second part, WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Twelve Hundred and forty dollars lawful money of the United States of America to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain sell and convey and confirm unto the said party of the second part, and to his heirs and assigns, forever, all the certain lot piece or parcel of land situate lying and being in the County of Oneida and State of Idaho and bounded and described as follows to wit:

The south half of the south west quarter and the north east quarter of the south west quarter and the south east quarter of the north west quarter of section seventeen (17) in township fifteen (15) south of range thirty nine (39) east of Boise meridian containing one hundred and sixty (160) acres. Reserving however from this conveyance the right of way of the West Cache Canal now owned and occupied by said canal company across said tract of land and being one hundred feet wide and fifteen hundred and ninety eight and three tenths feet long.

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

To have and to hold all and singular the said premises together with the appurtenances and privileges thereto incident unto the said party of the second part, and to his heirs and assigns forever, and the said parties of the first part and their heirs and ths

said premises in a quiet and peaceable possession of the said party of the second part, 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 hand and seal the day and year first above written.

J A Stewart Seal
J Z Stewart Seal

Signed sealed and delivered in presence of
J Z Stewart Jr

State of Utah
County of Cache ss

I do hereby certify that on this 1st day of December in the year of 1905 before me J Z Stewart Jr a Notary Public in and for said County and State personally appeared J Z Stewart known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same. And I do hereby certify that on this 1st day of December in the year of 1905 before me J Z Stewart Jr a Notary Public in and for said County and State personally appeared J A Stewart known to me to be the person whose name is subscribed to the within and foregoing instrument described as a married woman, the wife of the above named J Z Stewart and upon an examination separate and apart from and without the hearing of her said husband I made her acquainted with the contents of the instrument and thereupon, without the hearing of her said husband she acknowledged to me that she executed the same and that she does not wish to retract such execution.

In witness whereof I have hereunto set my hand and affixed my official seal at Logan City Utah the day and year first above written.

My commission expires July 14 1906

Seal J Z Stewart, Notary Public

Recorded at request J Z Stewart Dec 11 1905 at 9:40 A. M.

W. H. Richards--Co Recorder
W. D. Williams---Deputy

Reference: Book "W" page 68 of Deeds Original Oneida County Records.

Inst No 3513
Preston First Ward
To
Preston Opera House Co Ltd.

This deed made the 1st day of December A D 1905 between the first ward of Preston Corporation of the church of Jesus Christ of Latter Day Saints a corporation organized and existing under the laws of Utah party of the first part, and Preston Opera House Company Ltd. of Preston in the County of Oneida and State of Idaho party of the second part, WITNESSETH: That the said party of the first part, for and in consideration of the sum of Three Thousand Six Hundred Dollars, to it paid by the party of the second part, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto the party of the second part, his heirs and assigns, forever, all the following described land and premises, situated in the County of Oneida State of Idaho to wit:

Commencing at a point forty six (46) rods south of the north west corner of section twenty six (26) township fifteen (15) south range thirty nine (39) east Boise meridian and running east one hundred and ninety nine and one half 199 1/2 feet, thence north ten 10 rods and four and one half 4 1/2 feet thence west one hundred and ninety nine and one half 199 1/2 feet thence south ten (10) rods and four and one half 4 1/2 feet to the place of beginning. Also the right of way two 2 rods in width running from north to south along the east side of the above described land.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining to have and to hold, the said premises, with appurtenances unto the said party of the second part, his heirs and assigns, forever.

EXHIBIT G

[Sheriff's Deed on Foreclosure (Instrument No. 25930)]

Commencing at a point One Hundred Twenty (120) rods East of the North-west corner of Section Thirty-five (35), Township Fifteen (15) South Range Thirty-eight (38) East of the Boise Meridian, Idaho, and running thence East Sixty (60) rods; thence South Eighty (80) rods; thence West Sixty (60) rods; thence North Eighty (80) rods, to the place of beginning, containing Thirty (30) acres.

This Deed is given subject in all respects to all incumbrances or liens now existing against said land.

(\$0.50 U.S.I.R. Stamps attached and duly cancelled.)

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof, and together with all ditch and water rights of every nature, however evidenced, used with said land or belonging to same.

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

IT 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

Hyrum Leo Jensen (SEAL)

Ivie L. Jensen (SEAL)

E.R. Nielsen

STATE OF IDAHO

COUNTY OF FRANKLIN--SS

On this Fifteenth day of September in the year 1925, before me E.R. Nielsen, a notary public in and for said County and State personally appeared Hyrum Leo Jensen and his wife, Ivie L. Jensen known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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

My commission expires September 29th, 1927. (SEAL)

E.R. Nielsen
Notary Public
Address Preston, Idaho.

STATE OF IDAHO

COUNTY OF FRANKLIN--SS

I hereby certify that this instrument was filed for record at the request of E.R. Nielsen, at 11-45 A.M. April 13th, 1926.

Fees \$1.20

4-14-1926

Compared *John A. [Signature]*

INST. NO. 25930

SHERIFF'S DEED ON FORECLOSURE.

THIS DEED, Made the 30th day of March, 1926, by W. D. Head, Sheriff of the County of Franklin, State of Idaho, the grantor, to George Thomas, grantees,
WITNESSETH:

THAT WHEREAS, in and by a judgment and decree made on the 16th day of February, 1925, in and by the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Franklin, in a suit then pending in said court, wherein A. H. Saxer was plaintiff and S. C. Chadwick and his wife, Dolla M. Chadwick, and River-

view Park Sanitarium, a corporation, were defendants, it was, among other things ordered, adjudged and decreed that the mortgaged premises described in the complaint and decree in said action be sold at public auction, by the sheriff of said county, in the manner directed by law, a certified copy of which decree, with an order of sale thereon, was duly issued and delivered to said sheriff, requiring him to make sale of said premises as therein directed;

AND WHEREAS, in obedience to said decree and order of sale, and after due public notice given as required by law, the said sheriff did, on the 13th day of March, 1925, at eleven o'clock A.M. of said day, at public auction, duly sell, in front of the court house, in the Greaves Building, Preston, Franklin County, Idaho, the premises in said decree and hereinafter described;

AND WHEREAS at such sale the said premises were fairly sold to George Thomas for the sum of nine hundred fifty-five and 65/100 Dollars (\$955.65), he being the highest bidder, and that sum the highest bid therefor, which sum was duly paid by the said purchaser to said sheriff, and said sheriff thereupon delivered his certificate of sale to said purchaser, and filed a duplicate thereof in the office of the County Recorder of said County of Franklin, as required by law:

AND WHEREAS, twelve months, or one full calendar year has expired since the date of said sale, and no redemption has been made of the property so sold, by any person:

NOW THEREFORE, in consideration of the premises and of said sum so paid as aforesaid, and in compliance with the statutes of the State of Idaho, said grantor, as sheriff aforesaid, does hereby grant, bargain, sell and convey to said grantee, his heirs, executors, administrators and assigns, forever, all that real property situated in the County of Franklin, State of Idaho, and described as follows, to-wit:

The South half of the southwest quarter; the northeast quarter of the southwest quarter, and the southeast quarter of the northwest quarter of Section 17, Township 15 South, Range 38 East of Boise Meridian, containing one hundred and sixty acres, less the following described tract:

Commencing at the northwest corner of the northeast quarter of the southwest quarter of section 17, Township 15 South, Range 38 East of the Boise Meridian, and running thence north 330 feet; thence east 330 feet; thence south 363 feet; thence east 92.5 feet; thence south 4° 0' east 718 feet; thence west 478.5 feet; thence north 743 feet to the place of beginning, containing ten acres.

Together with all the improvements, privileges and appurtenances and all rights of homestead exemption; together with all ditch and water rights of every nature, however evidenced, used on said lands or belonging thereto, and the tenements, hereditaments and appurtenances thereto belonging or in any-wise appertaining;

To have and to hold the above described premises with the appurtenances unto the said grantee, his heirs, executors, administrators and assigns forever.

IN WITNESS WHEREOF said grantor, as sheriff aforesaid, does hereunto set his hand the day and year first above written.

W. D. Head
Sheriff, Franklin County, Idaho.

STATE OF IDAHO
COUNTY OF FRANKLIN--SS

On this 30th day of March, 1925, before me, Eber M. Wilson, a Notary Public in and for the County of Franklin, State of Idaho, personally appeared W. D. Head, personally known to me to be the Sheriff of said County of Franklin, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me

EXHIBIT H

[Water Right Report for Water Right No. 13-937]

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

12/12/2016

WATER RIGHT NO. 13-937

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	MRS ALONZO H SEAMONS

Priority Date: 05/01/1902
Basis: Decreed
Status: Active

<u>Source</u>	<u>Tributary</u>
BATTLE CREEK	BEAR RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/20	9/30	0.7 CFS	
Total Diversion			0.7 CFS	

Location of Point(s) of Diversion:

BATTLE CREEK|NE|Sec. 08|Township 15S|Range 39E|FRANKLIN County

Place(s) of use:

Place of Use Legal Description: IRRIGATION FRANKLIN County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
15S	39E	8		NENE			NWNE			SWNE			SENE	

Conditions of Approval:

1. P/D INCOMPLETE. P/U INCOMPLETE AC. IRR. = 35.

Dates:

Licensed Date:

Decreed Date: 07/14/1920

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number: 13M

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close

EXHIBIT I

[Alonzo Scamons Deed (Book "Q", Page 546)]

seals the day and year first above written.

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 William Tanner (Seal)

A. H. Thompson, Irving L. Brangham. Lillias Tanner (Seal)

State of Utah

County of Cache/SS.

On this 27th day of November 1900 before me A. H. Thompson a Notary Public in and for said County, personally appeared William Tanner and wife Lillias Tanner, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same and on this 27th day of November 1900 before me the officer above described personally appeared Lillias Tanner known to me to be the person whose name is subscribed to the within instrument described as a married woman and upon an examination without the hearing of her husband I made her acquainted with the contents of the instrument and thereupon she acknowledged to me that she executed the same, and that she does not wish to retract such execution

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

Don. Expires June 8, 1902.

(Seal)

A. H. Thompson, Notary Public.

Recorded at the request of A. H. Thompson Nov. 30 1900 at 9:25 A. M.

D. J. Reynolds, Co. Recorder.

REFERENCE: BOOK "O" PAGE 636 OF DEEDS OF ORIGINAL ONEIDA COUNTY RECORDS. Q-506

COMPANED

Warranty Deed.

Edger M. and Edward M. Martin
To
Alonso Seamon.

4-24-1902

EYANE

8-15-390

This indenture made the seventeenth day of April in the year of our Lord one thousand nine hundred and 2 Between Edger M. Martin and Edward M. Martin of Preston of the County of Oneida and State of Idaho the parties of the first part and Alonso Seamon of Preston of the County of Oneida and State of Idaho the party of the second part.

Witnesseth that the said parties of the first part for and in consideration of the sum of Seven hundred Dollars lawful money of the United States of America to them in hand paid by the said party of the second part the receipt whereof is hereby acknowledged do by the said presents grant, sell bargain and convey and confirm unto the said party of the second part the receipt whereof is hereby acknowledged do by these presents grant, sell bargain and convey and confirm unto the said party of the second part and to his heirs and assigns forever all the certain lot piece or parcel of land situate lying and being in the County of Oneida and State of Idaho and bounded and described as follows, to-wit:

The East half $\frac{1}{2}$ of the Northeast quarter and the Northeast quarter of the Southeast quarter of Section eight (8) in Township fifteen (15) South of Range thirty nine (39) East of the Boise Meridian, containing one hundred and twenty (120) acres.

Together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining and the rents issues and profits thereof to have and to hold all and singular the said premises together with the appurtenances and privileges thereto incident unto the said party of the second part and to his heirs and assigns forever and the said parties of the first part and their heirs and the said premises in a quiet and peaceable possession of the said party of the second part 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 Edgar M. Martin (Seal)

W. R. Sant. John Sant. Edward M. Martin (Seal)

State of Idaho

County of Oneida/SS.

I do hereby certify that on this seventeenth day of April in the year 1902 before me John Sant a Notary Public in and for said County and State personally appears Edgar M. Martin and Edward M. Martin Both single men known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that they executed the same., and I do hereby certify that on this _____ day of _____ in the year of _____ before me _____ a _____ and for said County and State personally appeared _____ known to me to be the person whose name is subscribed to the within and foregoing instrument described as a married woman and the wife of the above named _____ and upon an examination separate and apart from and without the hearing of her said husband I made her acquainted with the contents of the instrument and thereupon without the hearing of her husband, she acknowledged to me that she executed the same and that she does not wish to retract such execution.

In Witness whereof I have hereunto set my hand and affixed my official seal at my office the day and year first above written.

My commission expires March 8th, 1905. (Seal) John Sant, Notary Public.

Recorded at the request of A. H. Thompson, April 24th, 1902 at 9:4 o'clock A. M.

By W. H. Richards.

D. J. Reynolds, Co. Recorder.

REFERENCE: BOOK "Q" PAGE 546 OF DEEDS OF ORIGINAL ONEIDA COUNTY RECORDS.

***** COMPARED

Quit Claim Deed.

Union Land Company
To
William F. Garner.

Deed No. 121

Contract No. 176.

This Indenture made this twenty third day of June A. D. nineteen hundred (1900) by and between the Union Land Company a corporation organized and existing under the laws of the State of Nebraska of the first part and William F. Garner of Oneida County, State of Idaho of the second part.

Witnesseth that the parties of the first part in consideration of the sum of One hundred and twenty six and eighty one hundredths (\$126-81/100 Dollars duly paid the receipt quit claimed and by these presents does remise release and forever whereof is hereby acknowledged has remise released and forever/quit claim to the said party of the second part his heirs and assigns forever the following described tract or parcel of land in the County of Oneida, State of Idaho, to-wit:

All of the Northwest quarter of the Northwest quarter (NW $\frac{1}{4}$ of the NW $\frac{1}{4}$) of Section No. Twenty six (26) in Township No. Fourteen (14) South of Range No. thirty eight (38) East of the Boise Meridian, containing according to the United States Survey thereof forty and no/100 (40.00) acres, more or less.

And all that portion of the East half of the Northwest quarter (E $\frac{1}{2}$ of the NW $\frac{1}{4}$) of said Section No. twenty six (26) not heretofore platted into lot and Blocks and Streets and Alleys as the Townsite of Garner Oneida County, State of Idaho according to the duly recorded plat of said Townsite containing fifty four and no/100 (54.00) acres, more or less.

Also the following Lots in the said Townsite of Garner to-wit: Lots No. one (1) two (2) one Lots Nos. one, two, three, seven, eight and nine in Block No. three (3), seven (7) eight (8) and nine (9) in Block No. two (2). Lots Nos. One (1) Two (2) five (5) six (6) nine (9) ten (10) thirteen (13) fourteen (14) seventeen (17) eighteen

EXHIBIT J

[Warranty Deed (Instrument No. 5148)]

thereon at the rate of nine per cent per annum payable semi annually from January 1st, 1907;

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, 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 a party of the second part, and to his heirs and assigns, forever. And the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, 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
S. C. Chadwick, Ernest Johnson

William Hueley (Seal)
Louisa F. Hueley (Seal)

State of Idaho
County of Oneida ss. On this 11 day of December 1906, before me, S. C. Chadwick a Notary Public in and for said county, personally appeared William Hueley known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same. And on this 11 day of December in the year 1906, before me, the officer above described, personally appeared Louisa F. Hueley, wife of William Hueley known to me to be the person whose name is subscribed to the within instrument, described as a married woman; and upon an examination without the hearing of her husband, I made her acquainted with the contents of the instrument, and thereupon she acknowledged to me that she executed the same, and that she does not wish to retract such execution.

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

My commission expires May 15, 1907 (Seal) S. C. Chadwick Notary Public

Filed for record the 24 day of December A. D. 1906, at 9-35 o'clock A. M.
W. H. Richards, ex-officio recorder.

Reference: Book "Y" of deeds at page 234 Original Oneida County Records.

12-26-1906
Instrument No 5145

COMPARED

South 20 rods E 1/2 NE 1/4 Sec 37E.

This Indenture, made this 6th day of October in the year of our Lord one thousand nine hundred and six between Alonzo Seemone and his wife Alice Seemone of Battle Creek County of Oneida State of Idaho party of the first part, and S. C. Chadwick of Preston County of Oneida State of Idaho the party of the second part, Witnesseth: That the said parties of the first part, for and in consideration of the sum of eight hundred dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all the following described real estate, situated in Oneida County, State of Idaho, to-wit:

Commencing at the south east corner of the north east quarter of the south east quarter of section eight, township fifteen south, range thirty nine east Boise Meridian and running thence north one hundred rods; thence west eighty rods; thence south one hundred rods; thence east eighty rods to the place of beginning, containing fifty acres.

Together with all and singular the tenements, hereditaments and appurtenances

ences thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part;

To have and to hold all and singular the above mentioned and described premises, together with the appurtenances unto them party of the second part, and to his heirs and assigns, forever. And the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, 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 Alonzo Seamone (Seal)
Alice Seamone (Seal)
A. C. Smith, O. S. Seamone,

State of Idaho
County of Oneida ss. On this 6th day of October 1906, before me, A. C. Smith a Notary Public in and for said county, personally appeared Alonzo Seamone known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same. And on this 6th day of October in the year 1906, before me, the officer above described, personally appeared Alice Seamone known to me to be the person whose name is subscribed to the within instrument, described as a married woman; and upon an examination without the hearing of her husband, I made her acquainted with the contents of the instrument, and thereupon she acknowledged to me that she executed the same, and that she does not wish to retract such execution.

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

My commission expires Dec. 9th 1909 (Seal) A. C. Smith, Notary Public
Filed for record the 26 day of December A. D. 1906, at 9-20 o'clock A. M.
W. H. Richards, ex-officio recorder By T

Reference: Book "Y" of Deeds at page 235 Original Oneida County Records.

~~XXXXXXXXXXXXXXXXXXXX~~

COMPARED

Instrument No 5149

This Indenture, made this 1st day of September in the year of our Lord one thousand nine hundred and six between M. C. Chadwick, a widow of Preston County of Oneida State of Idaho party of the first part, and E. C. Chadwick of Preston County of Oneida State of Idaho the party of the second part, itnereoth: That the said party of the first part, for and in consideration of the sum of one dollar, lawful money of the United States of America, to her in hand paid by the said party of the second part, the receipt hereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all the following described real estate, situated in Oneida County, State of Idaho, to-wit:

Commencing at a point forty nine and one half feet west and one hundred and ninety six feet north from the south east corner of section twenty two, township fifteen south, range thirty nine east of Boise Meridian running thence west one hundred and fifty feet; thence north twenty eight and one half feet; thence east one hundred and fifty feet, thence south twenty eight and one half feet to the place of beginning

Together with a perpetual right of way in common with others in an alley way commencing one hundred and ninety nine and one half feet west and forty nine and one

EXHIBIT K

[Warranty Deed (Instrument No. 2790)]

Signed, Sealed and delivered in the presence of
A.W. Hart
Lucy Finson

STATE OF IDAHO)
ss.
County of Franklin)

On this 22nd day of Dec 1914 before me Arthur W. Hart, a Notary Public in and for said County, personally appeared Ellen V. Morgan widow, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate above written. (seal) Arthur W. Hart N.P.

Recorded at request of George E. Morgan December 22, 1914 at 3:15 P.M.

Fee \$1.25

John A. K. [Signature]
Ex-officio Recorder.

NO. 2790

DEED OF GIFT.

6-14-1915

This indenture, made the sixth day of September, in the year of our Lord one thousand nine hundred and thirteen, between Alonzo H. Seamons, of the County of Franklin, State of Idaho, the party of the first part, and Eliza Alice Seamons, his wife, of the said County and State, the party of the second part witnesseth:

That the said party of the first part, for and in consideration of the love and affection which the said party of the first part has and bears unto the said party of the second part, as also for the better maintenance, support, protection, and livelihood of the said party of the second part, does by these presents give, grant, alien, and confirm unto the said party of the second part, and to her heirs and assigns forever all that certain parcel of real property more particularly described as follows, namely: Commencing at the Northeast corner of Section Eight (8), Township Fifteen (15) South of Range Thirty-nine (39) East of the Boise Meridian, Idaho and running thence South One Hundred forty (140) rods, thence West Eighty (80) rods, thence North One Hundred forty (140) rods, thence East eighty (80) rods to the place of beginning, containing seventy acres; excepting a right of way for the canal of the West Cache Irrigation Company and for a public road across said land, leaving a net acreage of sixty-seven (67) acres more or less; together with eighteen and one-half (18½) shares of the capital stock of the Battle Creek Irrigation Company; also together with all and singular the tenements, hereditaments, and appurtenances thereto belonging, or in any wise appertaining, and the reversion, and reversions, remainder and remainders, rents, issues, and profits thereof. I do also give, grant, alien and confirm unto said party of the second part all other property, real, personal and mixed, wherever located and of whatever nature of kind, which I may own or to which I may in any wise have a claim.

To have and to hold, all and singular the said properties and the whole thereof, together with the appurtenances, unto the said party of the second part, her heirs and assigns forever.

In witness whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written. Alonzo H. ^{his} X Seamons (L.S.)
mark

Signed, sealed and delivered
in the presence of
O.H. Seamons
Ashby D. Boyle

STATE OF UTAH)
ss.
COUNTY OF SALT LAKE)

On this 6th day of September, A.D. 1915 before me Alfred W. Petersen, a Notary Public in and for the County of Salt Lake, State of Utah, personally appeared Alonzo H. Seamons, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same. Alfred W. Petersen Notary Public My commission expires
(seal) January, 30, 1916.

Recorded at request of A.A. Seamons January 4, 1915 at 4:00 P.M.

Fee \$1.00

John A. K. [Signature]
Ex-officio Recorder

EXHIBIT L

[Warranty Deed (Instrument No. 29408)]

9385027_1

Fees \$1.20

Compared 9/1/20

John A. Redford
Ex-Officio Recorder.

11-28-1927

INST. NO. 29408

WARRANTY DEED

4 1/2 NE Less South 20 rods

THIS MORTGAGE, made the 18th day of February, in the year of our Lord one thousand nine hundred and Eighteen between Eliza A. Seamons, a widow of the County of Franklin and the State of Idaho, the party of the first part, and E. M. Martin of the County of Franklin and the State of Idaho, the party of the second part.

WITNESSETH: That the said party of the first part for and in consideration of the sum of \$.... One thousand and no/100 Dollars lawful money of the United States of America, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, sell, bargain, convey, and confirm unto the said party of the second part, and to his heirs and assigns forever all that certain lot, piece or parcel of land situate, lying and being in the County of Franklin and state of Idaho, and bounded and described as follows, to wit:

Commencing at the northeast corner of section 8, township 15 south, range 39 East of the Boise Meridian, and running thence South one hundred forty (140) rods; thence West eighty (80) rods; thence North one hundred forty (140) rods; thence East Eighty (80) rods to the place of beginning, excepting therefrom a right of way for the West Cache Canal Irrigation Company and for a public road across said land, leaving a net acreage of sixty-seven (67) acres, more or less.

This deed is given subject to a mortgage in favor of the Federal Loan Association which the grantee assumes and agrees to pay.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof, and together with all ditch and water rights of every nature, however evidenced, used with said land or belonging to same.

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

IT 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

Eliza A. Seamons (SEAL)

Jesse E. Rich

STATE OF IDAHO

COUNTY OF FRANKLIN--SS

On this 18th day of February in the year 1918, before me Jesse P. Rich, a Notary Public in and for said County and State personally appeared Eliza A. Seamons, a widow known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that she executed the same.

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

Jesse P. Rich
Notary Public
Preston, Idaho.

My commission expires December 16th, 1919. (SEAL)

Current Deed

193549

Recorded at the request of

Ben B. Johnson

11:45

am JUN 01 1995 pm

WARRANTY DEED

V. ELLIOTT LARSEN, RECORDER

By Ruth K. Rasmussen Deputy
FRANKLIN COUNTY, IDAHO

For Value Received

BEN B. JOHNSON and DOROTHY A. JOHNSON, husband and wife, of Preston, County of Franklin, State of Idaho, the grantors, do hereby grant, bargain, sell and convey unto the Ben Johnson Family Farm, L.L.C., grantee whose current address is Preston, County of Franklin, the following described premises, in Franklin County, State of Idaho:

SEE ATTACHED EXHIBIT "A"

SUBJECT TO easements, covenants, restrictions, rights of way and reservations appearing of record and taxes for the year 1994 and thereafter.

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

Dated:

January 15, 1994

Ben B. Johnson

Dorothy A. Johnson

STATE OF IDAHO, COUNTY OF FRANKLIN

On this 15th day of January, 1994, before me, a notary public in and for said State, personally appeared by Ben B. Johnson and Dorothy A. Johnson known to me to be the persons whose names subscribed to the within instrument, and acknowledged to me that they executed the same.

Steve R. Fuller
Notary Public for the State of Idaho

Residing at Preston, Idaho

Commission expires 2/14/99



River Bottom.

PARCELA:

Township 15 South, Range 39 East of the Boise Meridian, Franklin County, Idaho
 Section 8: A portion of the E1/2 of said Section 8 and described as follows:

Commencing at the SW corner of the SE1/4 SE1/4 of said Section 8, and running thence East 80 rods; thence North 193 rods, more or less, to the Southside of Bear River; thence Westerly along the South side of said river to a point directly North of the place of beginning; thence South to the place of beginning.

Section 9: A portion of the W1/2 of said Section 9 and described as follows:

Commencing at a point 940 feet South of the NW corner of the SW1/4 of said Section 9, running thence North 940 feet; thence East 34 rods, more or less, to the West side of U. S. Highway No. 91; thence Southwesterly along said Highway to a point directly East of the place of beginning; thence West to the place of beginning.

ALSO, Commencing at the SW corner of the NW1/4 of said Section 9, running thence North 80 rods; thence East 90 rods, more or less, to the East bank of Bear River; thence Southwesterly along the East bank of said river to the SE corner of the SW 1/4 NW 1/4 of said Section 9 thence West 80 rods to the place of beginning.

ALSO, Commencing at a point 40-1/2 rods South of the NW corner of said Section 9, and running thence South 39-1/2 rods; thence East 47 rods; thence Northeasterly to a point 54 rods East of the place of beginning; thence West 54 rods to the place of beginning.

TOGETHER WITH all water rights, decreed rights, in Battle Creek, and any and all other water rights in Battle Creek used in connection with the above described tract of land.

TOGETHER WITH full interest in old Bear River bridge and trestle (trassel), flume and ditch and ditch right of ways used in connection with the above described tracts of land.

TOGETHER WITH all right in unnamed streams and springs South of Bear River rising East and South of the old Oscar Seamons home which has been used in connection with the above described tracts of land.

TOGETHER WITH 65 shares of Battle Creek Irrigation Company wa stock, and the right to use the other 50 shares owned by the grantor when water from said 50 shares is not being used on grantors remaining land, and grantor guarantees to turn the same to grantee.

PARCELA B:

Township 15 South, Range 39 East of the Boise Meridian, Franklin County, Idaho

Section 8: Commencing at the Northwest corner of the NE1/4 NE1/4 of Section 8, and running thence South 170 rods, more or less, to the North bank of Bear River; thence following the North bank of said river in a Northeasterly direction to a

point on the East line of said Section 8, which is 117 rods, more or less, South of the Northeast corner of the NE $\frac{1}{4}$ of Section 8; thence North 117 rods, more or less, to the NE corner of the NE $\frac{1}{4}$ of said Section 8; thence West 21 rods to the center of County road; thence Southwesterly along the center of a County road to a point 44 rods South and 3 rods East of the place of beginning; thence North 44 rods; thence West 3 rods to the place of beginning.

TOGETHER WITH all water rights appurtenant thereto, and one-half interest to the waters of Battle Creek based on certificate and State license priority 3-2-1913 and 8-27-1930.

PARCEL C:

Township 15 South, Range 39 East of the Boise Meridian, Franklin County, Idaho

Section 16: Beginning at the West Quarter corner of Section 16, thence Southerly along the West line of said Section 16, a distance of 1320.0 feet, more or less, to the Southwest corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 16; thence Easterly along the South line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 400.0 feet, more or less, to a point in a line parallel with and 100.0 feet Southwesterly from the centerline of the Yellowstone Park Highway Project No. W.P.M.H. 36-A Highway Survey, as shown on the plans thereof now on file in the office of the Idaho Transportation Dept., Division of Highways; thence North 5°23' West along said parallel line 1326.0 feet, more or less, to a point in the North line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$; thence Westerly along said North line 293.0 feet, more or less, to the place of beginning.

PARCEL D:

Township 15 South, Range 39 East of the Boise Meridian, Franklin County, Idaho

The East half of the Northeast quarter of Section 17, also that part of the West half of said Northeast quarter of Section 17, lying East of the West bank of Bear River. Also, the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8, and that part of the East half of the SW $\frac{1}{4}$ of Section 8, lying East of the West bank of Bear River.

ALSO, Beginning at the SE corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8, and running thence North 24.7 chains; thence South 54°45' West 5.57 chains; thence South 12° West 6 chains; thence South 64°20' West 5.75 chains; thence North 75°35' West 9.22 chains; thence South 15.44 chains; thence East 20 chains to the place of beginning.

ALSO, that portion of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 16, lying West of the State Highway. It is also understood that the hot springs on the West side of Bear River in Section 8, are also included and conveyed with said property, that the total acreage conveyed herein consists of approximately 270 acres, inclusive of the river, subject to existing easement and right of ways. Together with 50 shares of water stock in the West Cache Canal Co. and the following: All water rights and springs and creek water used thereon; also all reservoir rights and water rights, including the Hawbush Springs and Greek and Tank Springs, also all water rights in Battle Creek and Bear River used thereon.

PARCEL E:

Township 15 South, Range 39 East of the Boise Meridian, Franklin County, Idaho
Section 8: All land lying South of the Bear River in the NW1/4 SE1/4 of said Section 8:

PARCELS:

Township 15 South, Range 39 East of the Boise Meridian, Franklin County, Idaho
Section 9: Commencing at the Southwest corner of Section 9, and running thence North 104 rods, more or less; thence running East 22 rods, more or less, to the State Highway; thence following the West line of the State Highway in a Southwesterly direction to the South line of said Section 9; thence West 4 rods, more or less, to the place of beginning.

193549 11-11

Robbins

Township 15 South, Range 39 East of the Boise Meridian, Franklin County, Idaho

Section 8: Commencing at a point 330 feet South of the SW corner of NE1/4 SW1/4 of Section 8, and running East to the Bear River; thence along said Bear River to a point where said Bear River crosses the center section line of Section 8, which point is directly South of the Center of Section 8; thence North along said center line of Section 8, 100 rods, more or less, to County road; thence Southwesterly along said County road to the NW corner of SE1/4 NW1/4; thence South 160 rods and 330 feet to the place of beginning.

EXCEPTING: (That property which grantor is informed was previously deeded to grantee as follows:) The Hot Springs and land immediately adjacent to said Hot Springs on which said Hot Springs is located, which Hot Springs is SW of the center of Section 8 and the reserved property, also a right of way to said springs.

ALSO EXCEPT: Commencing at the Northwest corner of the SE1/4 NW1/4 of Section 8, and running thence South 49 rods to the North bank of West Cache Canal; thence Northeast to a point that is 40 rods South and 11 rods East of the point of beginning; thence North 44 rods; thence Southwesterly 11 rods 7 feet, more or less, to the point of beginning.

ALSO EXCEPT: Commencing at a point 12 rods North, more or less, and 14 rods 5 feet Southwesterly along South side of County Road from the Southeast corner of the NE1/4 NW1/4 of Section 8, thence running Southwesterly 50 rods along South side of County Road; thence South 44 rods to the North Bank of the West Cache Canal; thence Northeasterly along bank of said West Cache Canal to the place of beginning.

SUBJECT TO:

TRANSMISSION LINE EASEMENT to UTAH POWER AND LIGHT COMPANY, recorded August 23, 1917, in Book 3 of Miscellaneous, page 444, records of Franklin County, Idaho.

RELEASE AND EASEMENT to UTAH POWER AND LIGHT COMPANY, its successors and assigns, recorded November 20, 1926, in Book 4 of Miscellaneous, page 612, records of Franklin County, Idaho.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region • 900 North Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: (208) 525-7161 • Fax: (208) 525-7177 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

April 24, 2017

Steven Vuyovich
222 South Main Street, Suite 2200
Salt Lake City, UT 84101

RE: Completed Ownership Changes

Dear Steve:

Enclosed are updated reports for water rights 13-937, 13-4299, 13-7990 and 13-7991 showing Ben Johnson Family Farm as the current owner of record. Water rights 13-923 and 13-924, which authorized a combined total of 320 irrigated acres, were split. 117 acres of the 320 acres is appurtenant to the Ben Johnson Family Farm. The Johnson family's portions of the water rights were assigned water right numbers 13-7990 and 13-7991.

Thank you again for your work in tracking down the necessary documents to demonstrate ownership. Now that the Johnson family has updated ownership of its water rights, I think the next step should be to file a transfer application to update the points of diversion and places of use for the rights. Updating ownership does not change the place of use for the water rights. Therefore, some of the water rights continue to reflect the broad place of use descriptions from the 1920 Bear River Decree. I think the Johnson family will benefit from clearly defining the place of use for their water rights within their property boundaries. I am more than happy to meet with a representative of the Johnson family to prepare maps and work through the transfer application form.

Sincerely,

A handwritten signature in black ink, appearing to read 'James Cefalo', written over a horizontal line.

James Cefalo
(208) 525-7161

Encl: Water right reports and maps

Barg, Jonie

From: Barg, Jonie
Sent: Friday, April 21, 2017 1:49 PM
To: Carlos, Rhea
Subject: Refund Request
Attachments: E041300.pdf

Rhea,

Good afternoon!!

I have a refund request as follows:

Receipt number: E041300
Amount: \$150.00
Payable to: Holland & Hart
222 South Main St Ste 2200
Salt Lake City UT 84101

Reason: Total filing fee received \$650 for ownership change. During our review the department found that 2 water right would not require a split. Because the applicant had paid for the department to divide the water right, the applicant is entitled to a \$150.00 refund.

Let me know if you need additional information.

Thank you so much for your time. Let me know if you have any questions.

Have a great day!!!

Jonie Barg

Jonie Barg
Technical Records Specialist
Idaho Department of Water Resources
900 N Skyline Ste A
Idaho Falls ID 83402
phone: (208) 525-7161
fax: (208) 525-7177
email: jonie.barg@idwr.idaho.gov

Cefalo, James

From: Steve Vuyovich <SVVuyovich@hollandhart.com>
Sent: Wednesday, April 19, 2017 4:44 PM
To: Cefalo, James
Subject: Re: Water Right Nos. 13-923, 13-924, 13-937, and 143-4299
Attachments: 4105_001.pdf; 4106_001.pdf

Categories: ASAP

James:

Attached on behalf of the Ben Johnson Family Farm, LLC are (1) the Affidavit of Jan Stone for the purpose of clarifying the places of use of Water Right Nos. 3-923, 13-924, and 13-937; and (2) a recorded Quitclaim Deed from the Price Family Trust to correct the remaining title issue with Water Right No. 13-4299. Please let me know if you need anything else to process the Changes of Ownership for these four water rights.

Steven J. Vuyovich
Of Counsel
Holland & Hart LLP
222 South Main Street, Suite 2200
Salt Lake City, UT 84101
Phone (801) 799-5966
Fax (801) 618-4118
[Download vcard](#)



CONFIDENTIALITY NOTICE: This message is confidential and may be privileged. If you believe that this email has been sent to you in error, please reply to the sender that you received the message in error; then please delete this e-mail. Thank you.

From: DS Admin
Sent: Wednesday, April 19, 2017 3:49 PM
To: Steve Vuyovich
Subject: Attached Image



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 North Skyline Drive, Suite A Idaho Falls Idaho 83402-1718

Phone: (208) 525-7161 FAX: (208) 525-7177 www.idwr.idaho.gov

C.L. "BUTCH" OTTER - Governor
Gary Spackman - IDWR Director

October 14, 2016

Steven J. Vuyovich
Holland & Hart LLP
222 South Main Street, Suite 2200
Salt Lake City, UT 84101

RE: Ownership Changes for Ben Johnson Family Farm LLC

Dear Mr. Vuyovich:

In July 2015, you filed five Notices of Change in Water Right Ownership for the Ben Johnson Family Farm LLC ("Johnson") for a large ranch located near the Bear River, northwest of Preston, Idaho. I conducted an initial review of the ownership changes last year and contacted Ralph Johnson about some of my concerns. Mr. Johnson agreed to meet with me some time to review the water rights, but we have not yet found a time to meet.

In my experience reviewing complicated ownership changes in the Bear River basin, I've found that writing a letter summarizing the ownership issues helps water users know how to move forward. In some cases the issues are difficult to overcome. In other cases, missing information can be easily assembled and the proposed ownership changes completed.

This letter is intended to describe the current state of the water rights identified in your ownership changes and explain why we cannot complete some of the ownership changes without additional information. I will address each of the groups of water rights separately below.

Prior to discussing each water right, I think it's important to explain the role of the Department of Water Resources when it comes to ownership changes. The Department is a record keeper. We update our ownership records to reflect legally binding conveyance documents. The Department does not have the power to quiet title to water rights or to declare ownership. With that in mind, let me summarize the proposed ownership changes:

Water Right 13-4058

This is a beneficial use claim filed pursuant to Idaho Code § 42-243 and has never been verified by IDWR or an adjudication court. Water right 13-4058 describes irrigation and stockwater use in the NWSW and SWSW of Section 9, T15S, R39E. Johnson only owns the ground on the west side of the highway in this area.

Fortunately, the map provided with the beneficial use claim clearly identifies the place of use for the water right on the west side of the highway. Therefore, we were able to complete the ownership change for water right 13-4058, without splitting the right. The evidence indicates that Johnson owns the entirety of water right 13-4058. An updated water right report is enclosed.

Water Right 13-4299

This is also a beneficial use claim filed pursuant to Idaho Code § 42-243. The source of water listed on the claim is Wayland Hot Springs and, according to the map filed with the claim, the place of use includes acres southeast of the Bear River in Section 8 and the NE¼ of Section 17, T15S, R39E.

Johnson owns nearly all of the ground identified in the original claim map. Your ownership change states that water right 13-4299 should not be split. However, there is a 4-acre parcel south of the Bear River in the SWNE and NWSE of Section 8 that is owned by the Price Family Trust. This 4-acre parcel is clearly within the irrigation place of use identified on the claim map.

Ben Johnson filed Claim No. 13-4299 in 1987. According to a 1995 warranty deed provided with your ownership change, Johnson owned the 4-acre parcel at that time (see the description for Parcel D). Johnson must have sold the 4-acre parcel to Price Family Trust or Price's predecessor in interest sometime after 1995. We need a copy of the deed conveying the 4-acre parcel to the new owner to verify that water right 13-4299 was withheld from the conveyance. Without that evidence, water right 13-4299 must be split.

Water Rights 13-923 and 13-924

These water rights were described in the 1920 Bear River Decree (Entry No. 489). According to the decree, the rights were used to irrigate "320 acres in the Northwest quarter and the Northeast quarter of Section 17, and the East half of the Northwest quarter and the North half of the Southwest quarter of Sections 15 and 19 [T15S, R39E]."

I suspect the decreed place of use for these water rights is in error. It appears to be physically impossible to get water from Battle Creek to the acres in Sections 15 and 19 through an open ditch. However, I have no evidence to help me know what the correct place of use for the water right should be.

The 1920 Decree describes 320 acres of irrigation within a 640-acre area. Some of the 320 irrigated acres are associated with the Johnson property, but, without additional information, it is difficult to know how many acres are actually associated with the Johnson property.

One key piece of information that could help us know where the water right existed in 1920 would be to know what property S.C. Chadwick owned in 1920. One of the deeds you provided establishes that S.C. Chadwick owned the SENE of Section 17 in 1907. That information alone is not sufficient to identify the proper ownership split for water rights 13-923 and 13-924.

Because of the ambiguity and the apparent error in the decreed place of use, it will be very difficult to update the ownership of water rights 13-923 and 13-924 at this time. If a general adjudication of water rights were to commence in the Bear River basin, Johnson would be able to file a claim for whatever portion of water rights 13-923 and 13-924 it believes it owns. An adjudication judge has the power to quiet title to water rights, something I don't have the power to do.

Water Right 13-937

This water right was also described in the 1920 Bear River Decree (Entry No. 497). The decreed owner was Mrs. Alonzo H. Seamons. The place of use was identified as "35 acres in the Northeast quarter of Section 8 [T15S, R39E]." Similar to the other decreed rights described above, there is an inherent ambiguity in the decreed place of use. We are dealing with a 35 acre water right somewhere in the NE1/4 of Section 8 (an area of 160 acres).

In this case, we have some evidence of what property Alonzo Seamons and his wife owned prior to 1920. Deeds provided with your ownership change confirm that Alonzo Seamons owned the NENE and SENE of Section 8, T15S, R39E prior to 1920. It is not clear whether Seamons owned any part of the NWNE or SWNE of Section 8 during the same time period. The Seamons deeds provided do not refer to specific water rights, so it is difficult to know whether the 35-acre water right was associated with property now owned by Johnson.

The simplest way to address this ambiguity is to establish that Alonzo Seamons did not own any property in the NWNE or SWNE of Section 8 in the early 1900s. By eliminating the NWNE and SWNE of Section 8 as possible locations for the 35-acre water right, we narrow our focus considerably. Johnson owns most of the NENE and SENE of Section 8 (everything except a 6-acre hillside that is not irrigated and could not have been irrigated by ditches from Battle Creek). If you can demonstrate that Alonzo Seamons did not own the property in the NWNE and SWNE of Section 8 around 1920, we will be able to complete the ownership change for water right 13-937 without splitting the right.

Water Rights 13-939 and 13-940

These water rights were also described in the 1920 Bear River Decree (Entry No. 499). The decreed owner was O.M. Seamons. The place of use was described as "182 acres in the [SENE], [SWNW], [SENE], [NWSE] of Section 8, the [NWSW] of Section 9, T15S, R39E." Similar to the other decreed rights described above, there is an inherent ambiguity in the place of use. The decree describes a 182-acre irrigated area within 5 quarter-quarters (an area of 200 acres). The ambiguity is not as great as with the other rights. There is only an 18-acre difference between the water right acres and the general description of the place of use from the decree.

According to my calculations, approximately 18 acres of the five quarter-quarters are under roadways or the Bear River and are not irrigable. Eliminating the roadways and river bottom from the water right eliminates the ambiguity altogether and the water right can be split in proportion to ownership of land under the water right.

Water rights 13-939 and 13-940 were split in proportion to property ownership. Ben Johnson owns 100 acres of the water rights. The remaining 82 acres of the rights are associated with neighboring properties. Water right reports and maps reflecting the ownership splits are enclosed.

Water Right 13-2123

This right authorizes the irrigation of 185 acres. The right is based on a license issued in 1936. A map prepared during the licensing field exam depicts where the irrigated acres are located. However, the map contains errors and some ambiguity. For example, the Bear River is drawn in the wrong quarter-quarters. A new highway has been built across the Bear River since the 1930s, changing the shapes of the irrigated fields.

Johnson clearly owns most, if not all, of the water right. There is some slight ambiguities east of the new highway. It is not clear whether any of these acres were irrigated from the Battle Creek ditch. Since the time the highway was built, the acres on the east of the highway have been cut off from the Battle Creek ditch. I have decided to complete the ownership change without splitting the water right.

Summary

I was able to complete ownership changes for water rights 13-4058, 13-939, 13-940 and 13-2123. Water rights 13-939 and 13-940 were split. I cannot complete ownership changes for water rights 13-4299, 13-923, 13-924 or 13-937 without additional documentation. The additional information needed to complete those updates is described above. I think it will be very difficult to complete the ownership changes for water rights 13-923 and 13-924 outside of a general adjudication or a quiet title action.

Water right reports are enclosed for the completed ownership changes. I will continue to hold the remaining ownership changes for 60 days to allow time to collect the additional documents. If I don't receive the documents needed by December 31, 2016, I will return the ownership changes that cannot be completed and refund the filing fees for those notices. Thank you for your attention to this matter. I apologize that it has taken me so long to prepare this summary. Please feel free to call me with any questions.

Sincerely,



James Cefalo

Encl: Complete Ownership Changes (13-4058, 13-939, 13-940, 13-2123)

Cc: Ben Johnson Family Farm LLC
c/o Ralph Johnson
5705 Cottonwood Lane
Holladay, UT 84117

July 23, 2015

RECEIVED

JUL 27 2015

Department of Water Resources
Eastern Region

VIA U.S. MAIL

IDWR Eastern Region
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718

To Whom It May Concern:

Enclosed are five Notice of Change in Water Right Ownership forms together with attached Conveyance documents and maps to change the ownership of eight Idaho water rights into the name of Ben Johnson Family Farm, L.L.C., an Idaho limited liability company. Also enclosed is a check in the amount of \$650.00 to cover the filing fees for the Change of Ownership forms. Two of the water rights, Water Right Nos. 13-4058 and 13-4299 should not be split and the filing fees for these two rights were calculated at \$25.00 each. The remaining six water rights may or may not be split and the filing fees for each of these water rights were calculated at \$100.00 each. Should any of these six water rights not require a split, please refund the excess money to us at the address on this letterhead.

Please contact us if you have any issues or concerns or need additional information regarding the Change of Ownership filings.

Very truly yours,



Steven J. Vuyovich
for Holland & Hart LLP

:rhl

cc: Ben Johnson Family Farm, L.L.C.

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