

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUL 27 2015

Department of Water Resources
Eastern Region

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?
13-937 <i>OK</i>	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: Mrs. Alonzo H. Seamons
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: *Ralph B. Johnson* *Manager* 7-21-15
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 7/27/15 Receipt No. E041300 Receipt Amt. \$100. - for this app

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. 13-937

<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

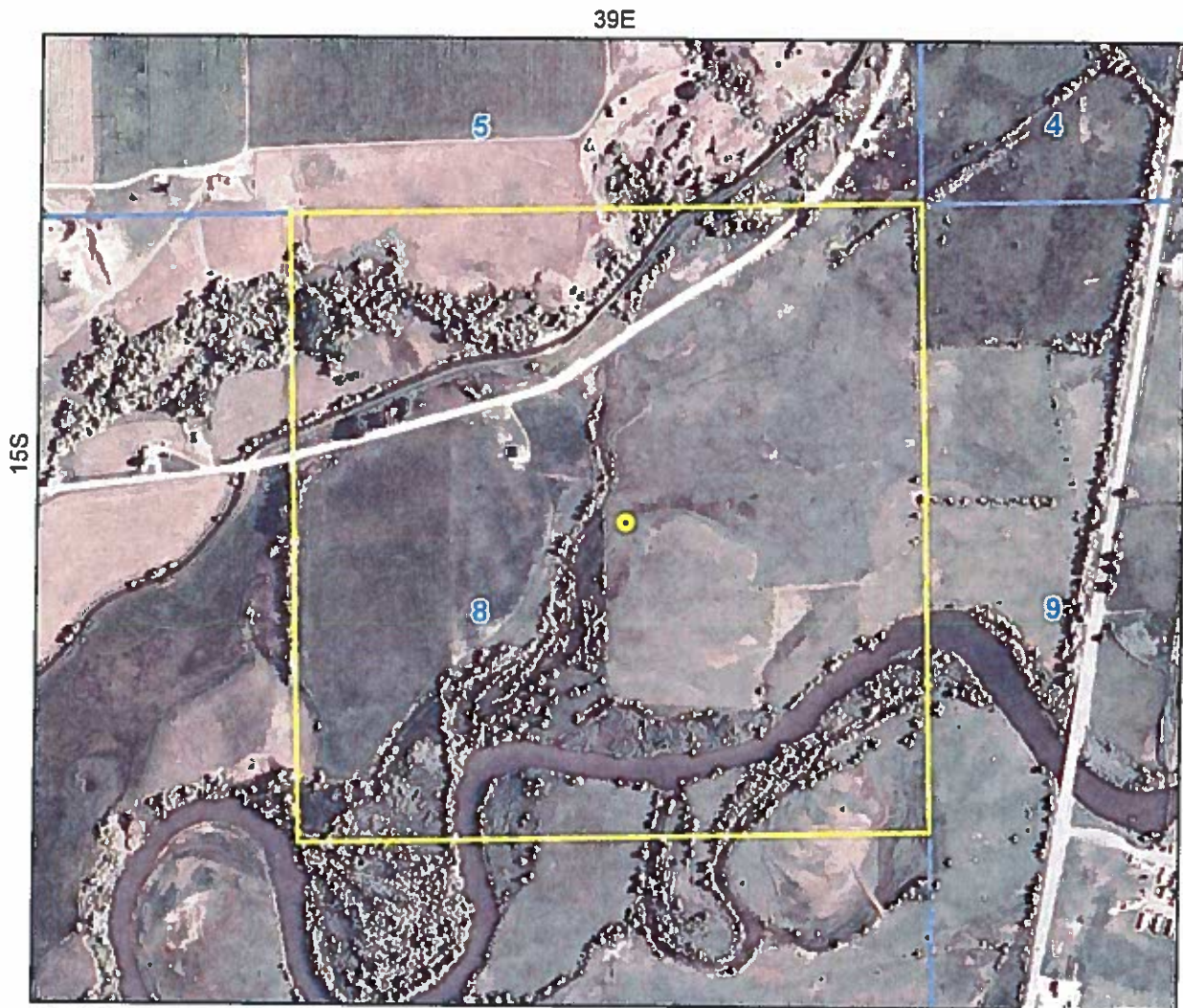
Close

State of Idaho
Department of Water Resources

Water Right
13-937

IRRIGATION

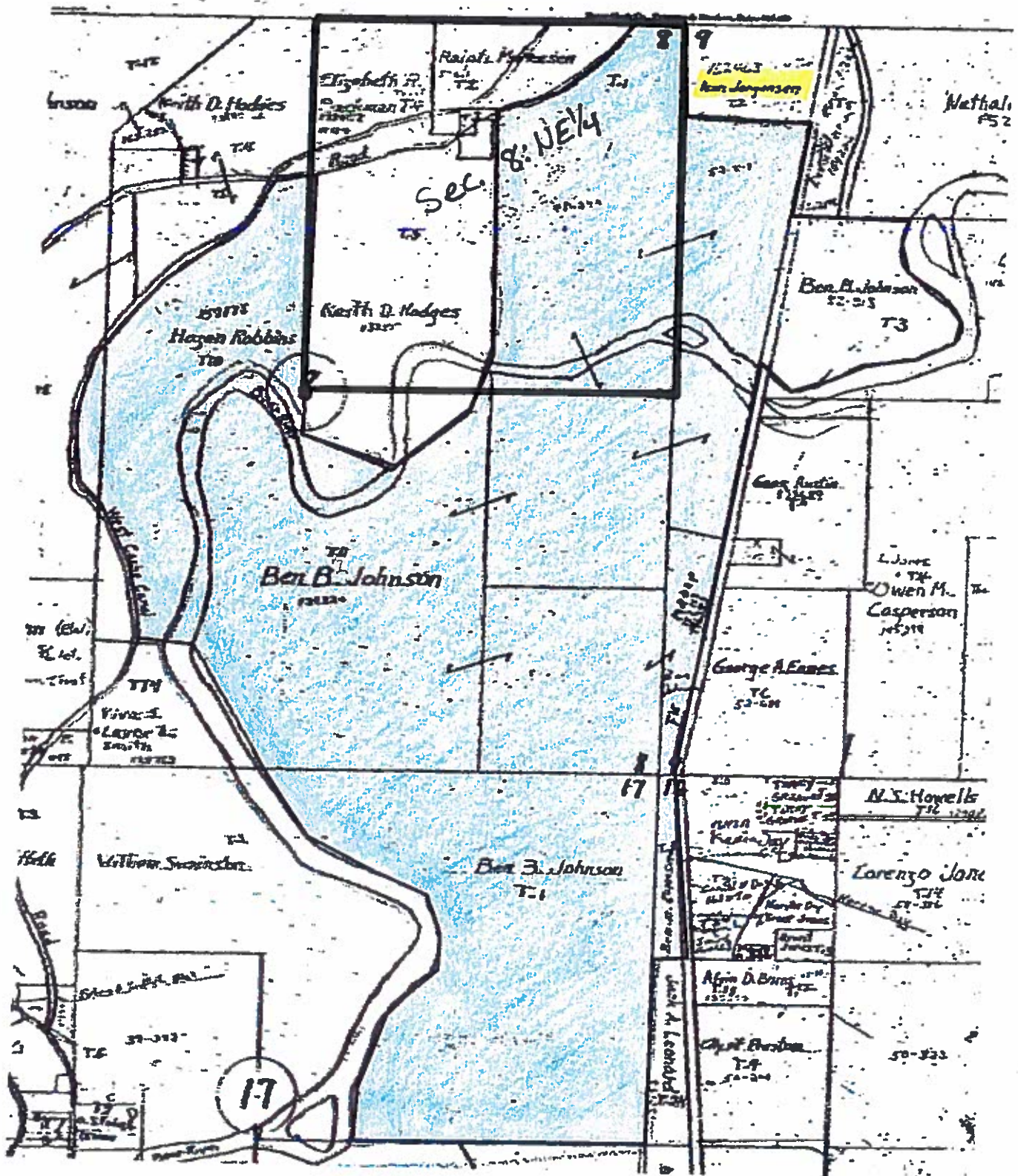
The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be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

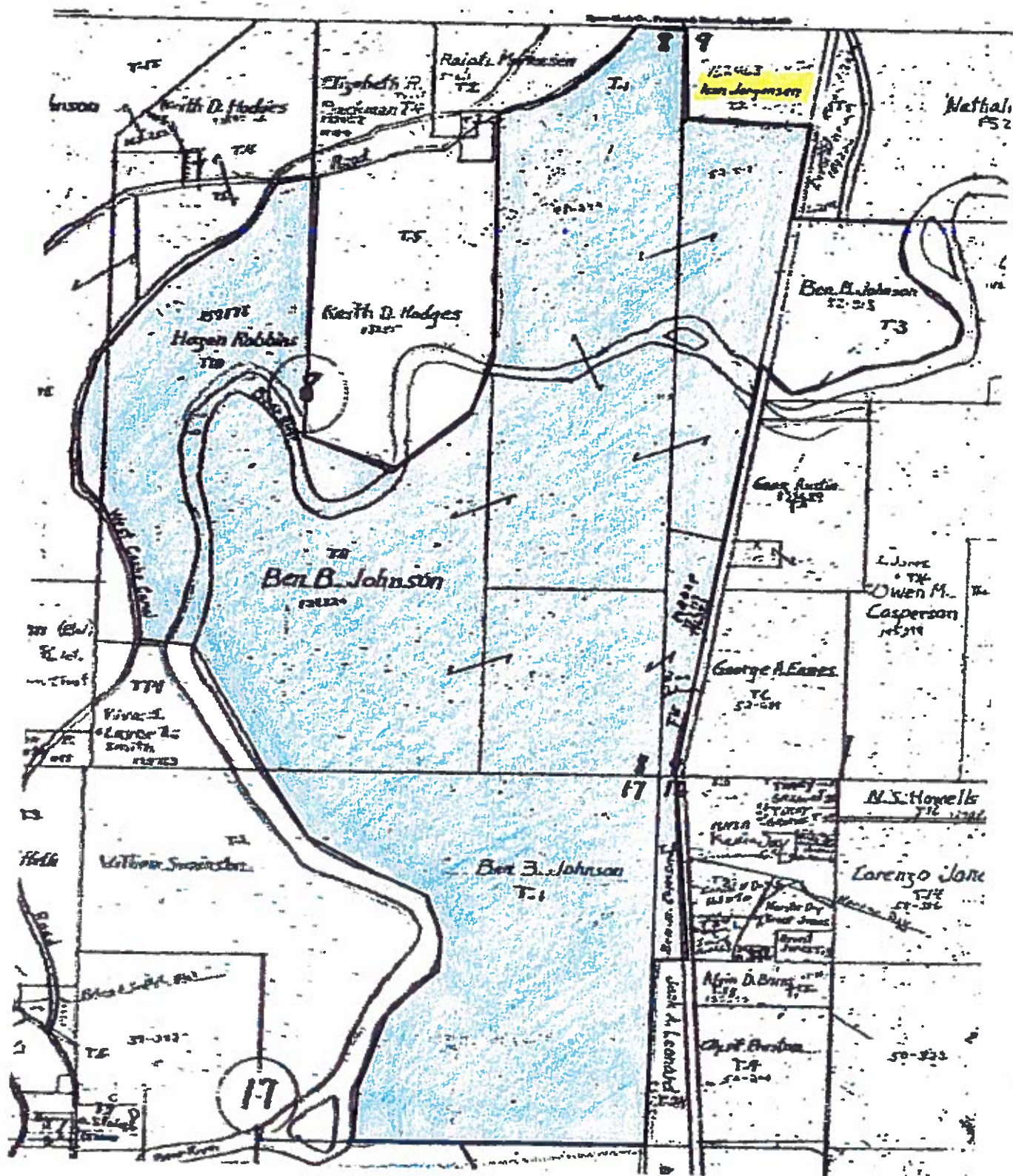


0 0.075 0.15 0.3 Miles

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







269753

Recorded at the request of
Lynn Price
Time 12 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

Veon Price, Trustee

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

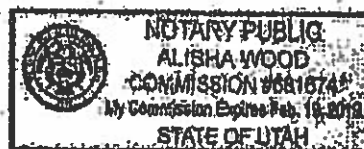
On this 30th day of December, in the year 2016, before me Alisha Wood
Veon, personally appeared Lynn Price, known or identified to be the person
whose name is subscribed to this within instrument as Trustee and acknowledged to me that Lynn Price
executed the same as Trustee of the Price Family Trust.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

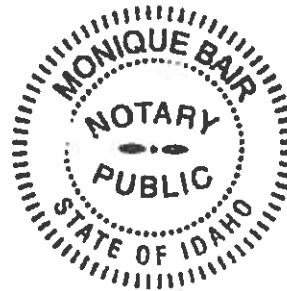


EXHIBIT A

[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

<u>Owner Type</u>	<u>Name and Address</u>
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

~~AAAAAAAAAAAA~~

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) has as 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 act 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.

~~AAAAAAAAAAAA~~

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 M. 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 M. 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. 27768

Compared

John A. Bedford
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. Clines, K. B. Clines, Peter Johnson, H. B. Johnson, and Mary J. Pedersen 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 foreclosing 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 16th 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 M. Chadwick, Florence E. Glines, R. B. Glines, Peter Johnson, E. D. Johnson and Mary J. Pedersen, or by or on behalf of any other person;

NOW THIS INSTRUMENT 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 Battlecreek 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.

Fees \$2.00

Compared

John A. Edger
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 Fremont County of Oneida State of Idaho parties of the first part, and David C. Eames of Fremont 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 therunto 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 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
Sol Hale, Joseph Davis.

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

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 5-4 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 Battle 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, Witnesseth: 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 therunto 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 John W. Winn (Seal)
Tena Winn (Seal)
Joseph Daines.

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 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 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. Jones, deputy

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

COMPARED

Instrument No 8208

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. Anderson 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, and to his heirs and assigns forever all that certain lot, piece or parcel of land and 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, (seal)

John Hoffer

Della M. Chadwick (seal)

STATE 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 March 1, 1920 (SEAL) 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. Larson, County Recorder

Fees, \$1.25

Guaranty Fund

WARRANTY FUND

NO 10296

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. Taddes 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 and

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

Hannie Hallison
Jas Henderson

Melvin Henderson Seal
Elizabeth Henderson Seal

State of Idaho
County of-----ss

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 the

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 do 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.

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

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

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, grantee,
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, 1926, 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 16 South, Range 39 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 16 South, Range 39 East of the Boise Meridian, and running thence north 330 feet; thence east 330 feet; thence south 363 feet; thence east 62.5 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, 1926, 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 Seamons 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. Lillian 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 Lillian 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 Lillian 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.

Dec. Expires June 8, 1902.

(Seal)

A. H. Thompson, Notary Public.

Recorded at the request of A. H. Thompson Nov. 30 1900 at 9:35 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 Seamons.

4-24-1902

EYANE

8-15-34

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 Seamons 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 we 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/28.

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 appeared 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. R. Thompson, April 24th, 1902 at 9:4 o'clock A. M.

By W. B. Richards.

D. J. Reynolds, Co. Recorder.

REFERENCE: BOOK "Q" PAGE 244 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 thereto 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.

Witnessed, sealed and delivered in the presence of

William Haeley (Seal)
Louisa F. Haeley (Seal)

S. C. Chadwick, Ernest Johnson

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 Haeley 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. Haeley, wife of William Haeley 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 ~~XXXXXXXXXXXXXXXXXXXX~~ COMPARED
Instrument No 5148 South 20 rods E 1/2 NE 1/4 Sec 34E.

This Indenture, made this 5th day of October in the year of our Lord one thousand nine hundred and six between Alonzo Seamone and his wife Alice Seamone 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 Seamons (Seal)
Alice Seamons (Seal)
A. C. Smith, O. E. Seamons,

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 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. And on this 6th day of October in the year 1906, before me, the officer above described, personally appeared Alice Seamons 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 25 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, in witnesseth: That the said party of the first part, for and in consideration of the sum of one dollar, lawful money of the United States of America, to 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 commanding 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 Eissen

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 28, 1914 at 3:15 P.M.

Fee \$1.25

John A. Kilduff
Ex-Officio Recorder.

30.2790

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 Miss 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 therunto 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 whatsoever 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. Seamons (L.S.)
his 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 5th day of September, A.D. 1913 before me Alfred W. Peterson, 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. Peterson Notary Public My commission expires January, 30, 1915.

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

Fee \$1.00

John A. Kilduff
Ex-Officio Recorder

EXHIBIT L

[Warranty Deed (Instrument No. 29408)]

9385027_1

Fees \$1.20

11-28-1927

Compared 9/1/28

John A. Redford
Ex-Officio Recorder.

INST. NO. 29408

WARRANTY DEED

4 1/2 NE Less South 20 rods

THIS INDENTURE, 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 F. 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 F. Rich
Notary Public
Preston, Idaho.

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

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 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

William Neeley (Seal)
Louisa F. Neeley (Seal)

S. C. Chadwick, Ernest Johnson

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 Neeley 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. Neeley, wife of William Neeley 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 254 Original Oneida County Records.

~~RECORDED AT THE~~

COMPARED

This Indenture, made this 6th day of October in the year of our Lord one thousand nine hundred and six between ~~James Neeley and Louisa F. Neeley~~ of Battle Creek County of Oneida State of Idaho party of the first part, and ~~James Neeley and Louisa F. Neeley~~ of Battle Creek 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

and those 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 Seamons (Seal)
Alice Seamons (Seal)
A. C. Smith, A. M. Seamons.

State of Idaho
County of Oneida ss. On this 8th day of October 1906, before me, A. C. Smith a Notary Public in and for said county, personally appeared Alonzo 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. And on this 8th day of October in the year 1906, before me, the officer above described, personally appeared Alice Seamons 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. 8th 1906. (Seal) A. C. Smith, Notary Public

Filed for record the 26 day of December A. D. 1906, at 9:50 o'clock A. M.
W. H. Richards, ex-officio recorder By T

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

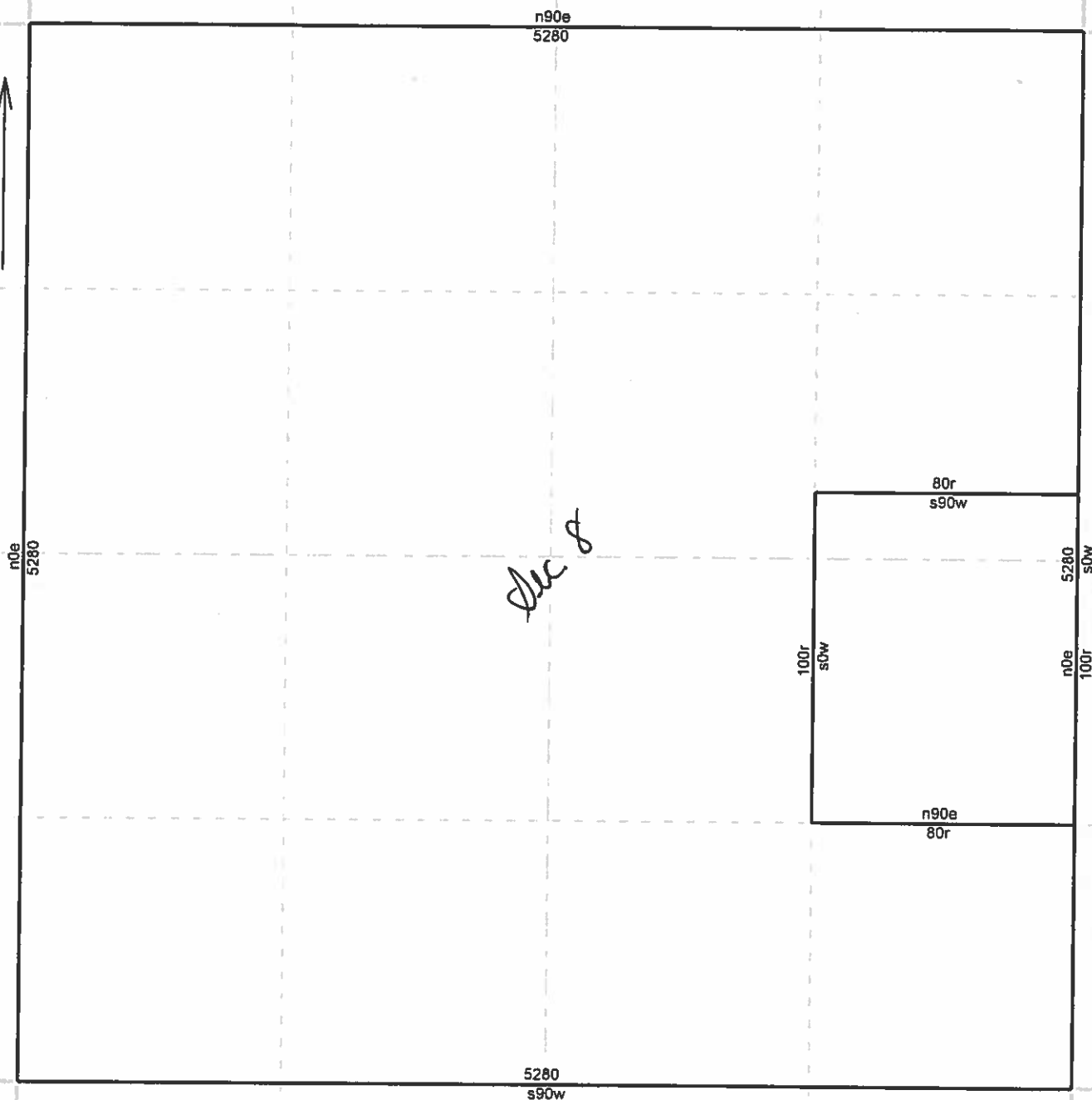
CONFARRED

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 S. C. Chadwick of Preston County of Oneida State of Idaho the party of the second part, it is covenanted 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



4/28/2015

Scale: 1 inch= 800 feet | File: 5148 -50ac..ndp

Tract 1: 50.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=5940 ft.

Tract 2: 640.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=21120 ft.

01 /se,ne,se,8,15s,39e

02 n0e 100r

03 s90w 80r

04 s0w 100r

05 n90e 80r

06 @0

07 /ne,8,15s,39e

08 s0w 5280

09 s90w 5280

10 n0e 5280

11 n90e 5280

112

Port No. 22678

[illegible]

Wherefore That the said part 100 of the first part, for and in consideration of the sum of One-Dollar and no part of a cent, the sum of One-Dollar, lawful money of the United States of America, to them, as bond paid by the said part 100 of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said part 100 of the second part, and to their heirs and assigns forever, all the following described real estate situated in Chittenden 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 (8) township fifteen (15) south of range thirty-third (33) east of the 12th Meridian, and running thence north one hundred (100) rods, thence west eighty (80) rods, thence south one hundred (100) rods, thence east eighty (80) rods to the place of beginning and containing ten acres, also the south-east quarter of the south-east quarter of section nine (9) township fifteen (15) south of range thirty-third (33) east of the 12th Meridian, and running thence north one hundred (100) rods, thence west eighty (80) rods, thence south one hundred (100) rods, thence east eighty (80) rods to the place of beginning, containing ten acres, also the south-east quarter of the north-east corner of the north-east quarter of section seventeen (17) for access to said land going and coming perches of the first part assume all incumbrances and agrees to pay the same.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and remainder, remainder and reversion, rents, issues and profits thereof, and all claims, right, title and interest in and to the said property, as well in law as in equity, of the said part 108 of the first part.

the said said to divide all and singular the above numbered and described premises together with the appurtenances, unto the said part 1st of the said part, and to their heirs and assigns forever. And the said part 1st of the said part, and their heirs, the said premises in a quiet and peaceable possession of the said part 1st of the said part, their heirs and assigns, against the said part 1st of the said part, and their heirs against all and every person and persons whomsoever lawfully claiming or to claim the same shall and well warrant and by them presents forever defend.

In witness whereof, the said part 148 of the first part be 70 hereunto set their hand and seal the day and year first above written.

It was said and charged to the printer of
T. W. Smith.

S. O. Chadwick (SEAL)
Della H. Chadwick. (SEAL)
(SEAL)

State of Idaho, } ss.
County of Blaine
T. W. Smith
On this 20th day of November in the year 1914 before me
Notary Public.
in and for said County, personally appeared

known by me to be the person whose name was subscribed to the within instrument, and acknowledged to me that he was the person who executed the same.

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

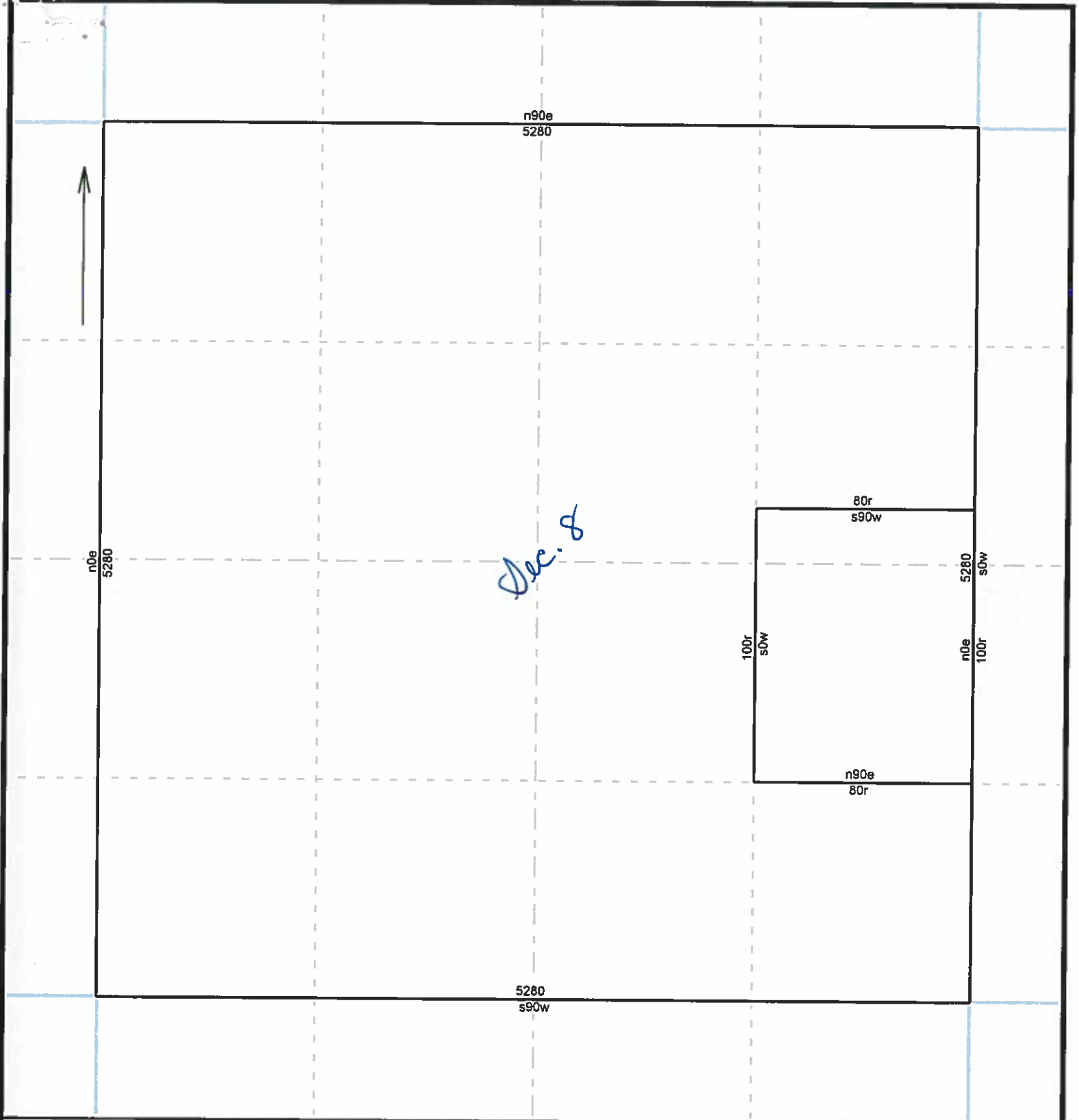
ISEAL
Distributors: **ISEAL**

T. W. Smith
Notary Public.

Filed for record this 11th day of November A.D. 1912 at 1.19 P.M.

Filed for record this 21st day of
 John J. Evans
 the official of records

By _____



Dec. 8

4/28/2015

Scale: 1 inch= 800 feet

File: 5148 -50ac..ndp

Tract 1: 50.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=5940 ft.
Tract 2: 640.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=21120 ft.

- 01 /se,ne,se,8,15s,39e
- 02 n0e 100r
- 03 s90w 80r
- 04 s0w 100r
- 05 n90e 80r
- 06 @0
- 07 /ne,8,15s,39e
- 08 s0w 5280
- 09 s90w 5280

- 10 n0e 5280
- 11 n90e 5280

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

STATE OF IDAHO)
County of Franklin) ss.

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. Bedford
Ex-Officio Recorder.

DEED OF GIFT.

This indenture, made the sixth day of September, in the year of our Lord one thousand nine hundred and thirteen, between ~~Alonso H. Seamon~~ of the County of Franklin, State of Idaho, the party of the first part, and ~~his wife~~ 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 thereunto 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 whatsoever nature or 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. ^{his} Alonso H. Seamon (L.S.)
mark

Signed, sealed and delivered
in the presence of
O.M. Seamon
Ashby D. Boyle

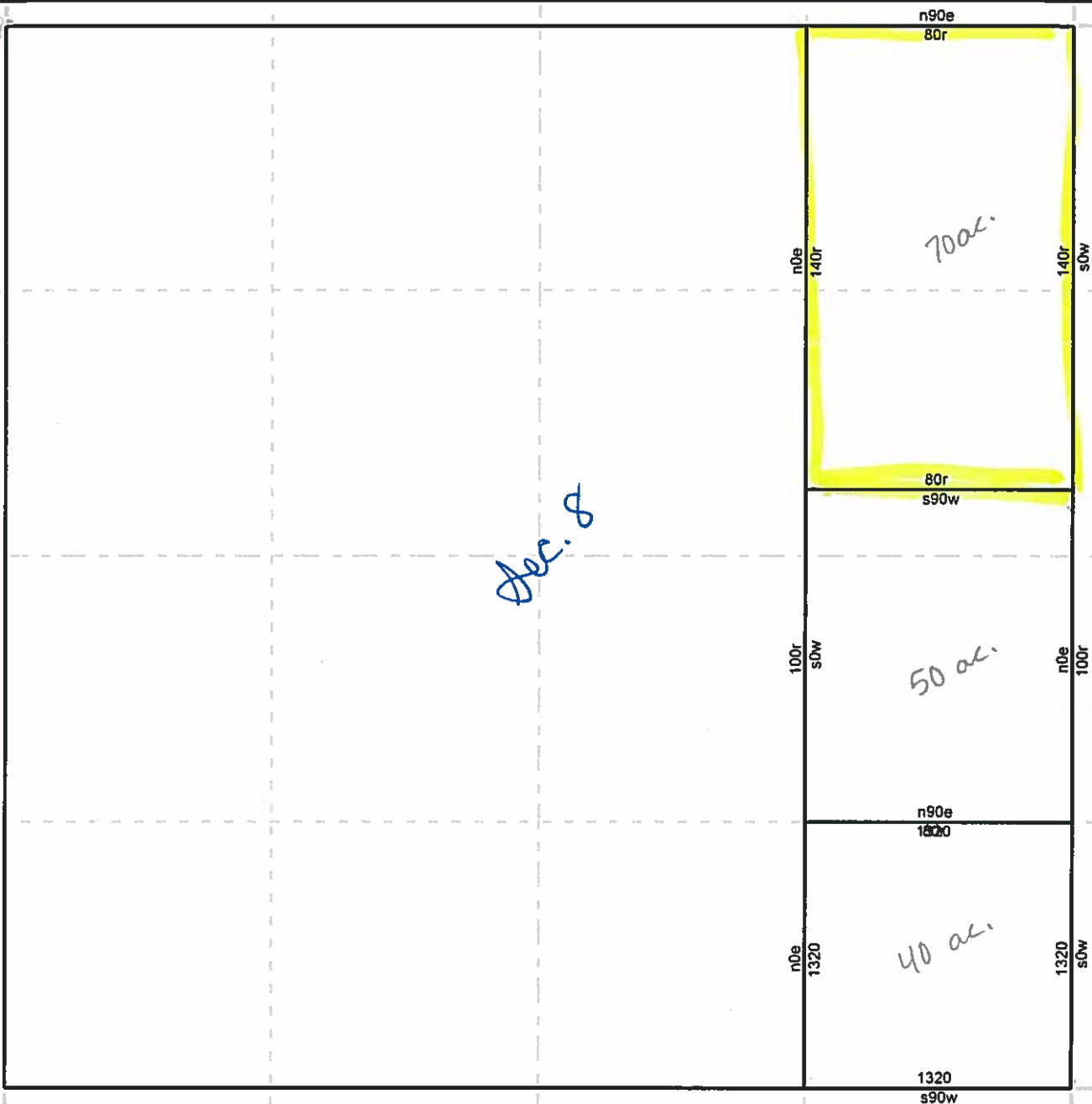
STATE OF UTAH)
County of Salt Lake) ss.

On this 6th day of September, A.D. 1913 before me Alfred W. Peterson, a Notary Public in and for the County of Salt Lake, State of Utah, personally appeared Alonso H. Seamon, 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. Peterson Notary Public My commission expires January 30, 1915.
(seal)

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

Fee \$1.00

John A. Bedford
Ex-Officio Recorder



4/28/2015

Scale: 1 inch= 800 feet

File: 69813.ndp

Tract 1: 640.0000 Acres, Closure: n00.0000e 0.00 ft. (1/9999999), Perimeter=21120 ft.

Tract 2: 40.0000 Acres, Closure: n00.0000e 0.00 ft. (1/9999999), Perimeter=5280 ft.

Tract 3: 50.0000 Acres, Closure: n00.0000e 0.00 ft. (1/9999999), Perimeter=5940 ft.

Tract 4: 70.0000 Acres, Closure: n00.0000e 0.00 ft. (1/9999999), Perimeter=7260 ft.

01 /ne,8,15s,39e

02 s0w 5280

03 s90w 5280

04 n0e 5280

05 n90e 5280

06 @0

07 /ne,se,se,8,15s,39e

08 s0w 1320

09 s90w 1320

10 n0e 1320

11 n90e 1320

12 @0

13 /se,ne,se,8,15s,39e

14 n0e 100r

15 s90w 80r

16 s0w 100r

17 n90e 80r

18 @0

19 /ne,8,15s,39e

20 s0w 140r

21 s90w 80r

22 n0e 140r

23 n90e 80r

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

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 R. Morgan December 22, 1914 at 3:15 P.M.

Fee \$1.25

John A. McLeod
Ex-Officio Recorder.

DEED OF GIFT.

This indenture, made the sixth day of September, in the year of our Lord one thousand nine hundred and thirteen, between ~~George R. Morgan~~ of the County of Franklin, State of Idaho, the party of the first part, and ~~Ellen V. Morgan~~ 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 thereunto 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, wheresoever located and of whatsoever 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. ^{his} Alonso H. X. Seamons (I.S.)
mark

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

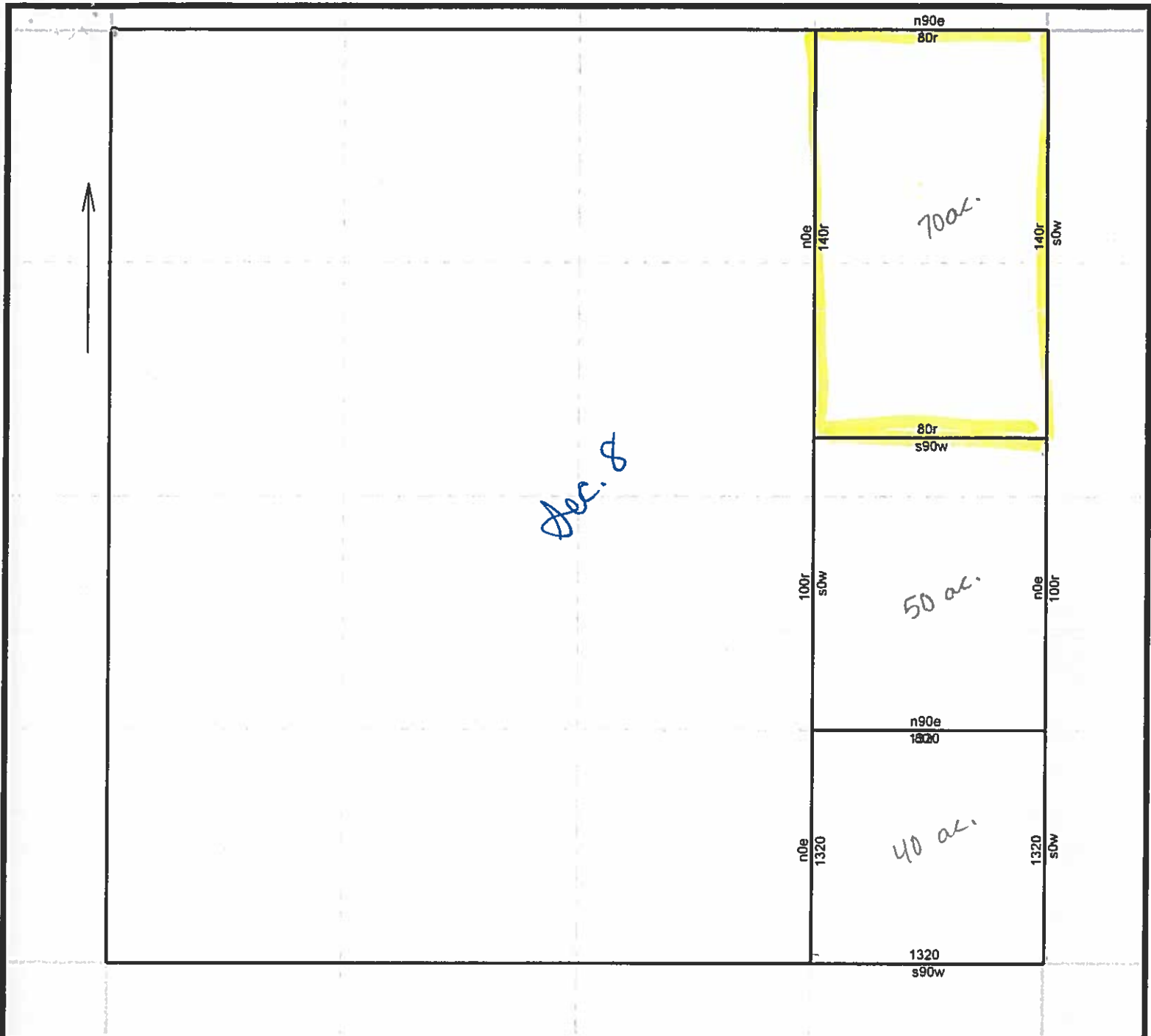
STATE OF UTAH)
ss.
COUNTY OF SALT LAKE)

On this 6th day of September, A.D. 1915 before me Alfred H. Petersen, a Notary Public in and for the County of Salt Lake, State of Utah, personally appeared Alonso 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 H. Petersen Notary Public My commission expires January 30, 1916.

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

Fee \$2.00

John A. McLeod
Ex-Officio Recorder



4/28/2015

Scale: 1 inch= 800 feet

File: 69813.ndp

Tract 1: 640.0000 Acres, Closure: n00.0000e 0.00 ft. (1/9999999), Perimeter=21120 ft.

Tract 2: 40.0000 Acres, Closure: n00.0000e 0.00 ft. (1/9999999), Perimeter=5280 ft.

Tract 3: 50.0000 Acres, Closure: n00.0000e 0.00 ft. (1/9999999), Perimeter=5940 ft.

Tract 4: 70.0000 Acres, Closure: n00.0000e 0.00 ft. (1/9999999), Perimeter=7260 ft.

01 /ne,8,15s,39e

02 s0w 5280

03 s90w 5280

04 n0e 5280

05 n90e 5280

06 @0

07 /ne,se,se,8,15s,39e

08 s0w 1320

09 s90w 1320

10 n0e 1320

11 n90e 1320

12 @0

13 /se,ne,se,8,15s,39e

14 n0e 100r

15 s90w 80r

16 s0w 100r

17 n90e 80r

18 @0

19 /ne,8,15s,39e

20 s0w 140r

21 s90w 80r

22 n0e 140r

23 n90e 80r

F A R R A N E Y D E E D.

THIS INDENTURE, Made the 22nd day of October, in the year of our Lord one thousand nine hundred thirteen, between ~~Willard S. Fjeldsted~~ and his wife Sarah C. Fjeldsted, of Preston, County of Franklin, State of Idaho, parties of the first part, and ~~J. H. Larsen~~ of Preston, County of Franklin, 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 dollar, 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 Franklin County, State of Idaho, to-wit:

Commencing at the Southeast corner of the Northeast quarter of the Southeast quarter of Section Eight (8), Township 15 South, Range 39 East of the Boise Meridian; and running thence North One Hundred (100) rods; thence West Eighty (80) rods; thence South One Hundred (100) rods; thence East Eighty (80) rods, 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 said parties of the first part.

TO HAVE AND TO HOLD all and singular the above mentioned and described premises together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever. And the said parties of the first part, and their heirs, the said premises in 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	}	Willard S. Fjeldsted	(Seal)
J. H. Larsen		Sarah C. Fjeldsted	(Seal)

STATE OF IDAHO,)
) SS.
COUNTY OF FRANKLIN.)

On this twenty-second day of October, in the year 1913, before me J. H. Larsen, a Notary Public in and for said county, personally appeared Willard S. Fjeldsted and his wife Sarah C. Fjeldsted, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

J. H. Larsen,

(S E A L)

Notary Public.

Filed for record December 13th, 1913, at 2:25 P. M.

Fee \$1.25.

John A. Koford
Ex-Officio Recorder.

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:

The Southeast Quarter (SE¹/₄) of the Southeast Quarter (SE¹/₄) of Section Eight (8), Township Fifteen (15) South, Range Thirty-nine (39) East of the Boise Meridian, Idaho, containing forty (40) acres.

Together with all and singular the tenements, hereditaments and appurtenances thereto 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, 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

J. N. Larsen

Ella Fjeldsted (Seal)

Egner H. Fjeldsted (Seal)

Willard S. Fjeldsted (Seal)

Sarah C. Fjeldsted (Seal)

STATE OF IDAHO
COUNTY OF FRANKLIN)

On this 1st day of June, in the year 1917, before me J. N. Larsen, a notary public in and for said County and State personally appeared Willard S. Fjeldsted and his wife Sarah C. Fjeldsted, and Egner H. Fjeldsted and his wife Ella Fjeldsted, known to me to be the persons whose name 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.

J. N. Larsen Notary Public,

My Commission expires April 30, 1921. (Seal)

Fresno, Idaho.

Recorded at request of E. R. Nielsen July 13, 1917 at 3:55 P.M.

Fee \$2.25

John A. Dwyer
Ex-Officio Recorder,

212

WARRANTY DEED.

THIS INDENTURE, made the first day of June, in the year of our Lord one thousand nine hundred and seventeen, between ~~Willard S. Fjeldsted and his wife Sarah C. Fjeldsted~~ of the County of Franklin and State of Idaho, the parties of the first part, and ~~Egner H. Fjeldsted and his wife Ella Fjeldsted~~ 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 Two 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, 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 Southeast corner of the Northwest Quarter (SW 1/4) of the Southeast Quarter of Section Eight (8), Township Fifteen (15) South, Range Thirty-nine (39) East of the Boise Meridian, Idaho, and running thence North One Hundred (100) rods; thence West Eighty (80) rods; thence South One Hundred (100) rods; thence East Eighty (80) rods, to the place of beginning and containing Fifty (50) acres.

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

Edgar M. Fjeldsted (Seal)

J. N. Larsen

Ells Fjeldsted (Seal)

STATE OF IDAHO)
COUNTY OF FRANKLIN) ss

On this first day of June, in the year 1917, before me J. N. Larsen Notary Public in and for said County and State personally appeared Edgar M. Fjeldsted and his wife Ells Fjeldsted, 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.

J. N. Larsen Notary Public,

My Commission expires April 30, 1921. (Seal)

Preston, Idaho.

Recorded at request of E. R. Nielsen, July 18, 1917 at 4 P.M.

Fee \$1.25

John W. Hylford
Ex-Officio Recorder.

NO. 7567

WARRANTY DEED.

THIS INDENTURE, made the Seventh day of July, in the year of our Lord, one thousand nine hundred and Seventeen, between Nephie L. Larsen and his wife, Martha Mae Larsen of the County of Franklin and State of Idaho, the parties of the first part, and H. A. PROBERT of the County of Osage and the State of Utah the party of the second part.

WITNESSETH:- That the said parties of the first part, for and in consideration of the sum of FOUR 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 these presents grant, bargain, sell, convey and confirm unto the said party of second part, and to his heirs and assigns forever all that certain lot, piece or parcel of land situated, lying and being in the County of Franklin and state of Idaho, and bounded and described as follows, to wit:

Fees \$1.20

Compared *9/11/18*

John A. Hildner
Official Recorder.

INST. NO. *1003*

WARRANTY DEED

THIS INDENTURE, made the 18th day of February, in the year of our Lord one thousand nine hundred and Eighteen between *Eliza A. Seamon*, a widow of the County of Franklin and the State of Idaho, the party of the first part, and *Jesse P. Rich* 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, place or parcel of land situats, 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 30 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 thereto 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. Seamon (SEAL)

Jesse P. 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. Seamon, 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 18th, 1919. (SEAL)

GUARDIANSHIP DEED

THIS INDENTURE, made this 9th day of December in the year of our Lord one thousand nine hundred and 29, by and between, ~~Edward M. Martin~~ the duly qualified and acting Guardian of the person and estate of Edward M. Martin, Insane, and the minor heirs of Edward M. Martin, Insane, of Preston, Franklin County, Idaho, the party of the first part, and ~~County Recorder~~ of the said City and County, the party of the second part.

WITNESSETH: That whereas, the Probate Court of Franklin County, Idaho, duly made an order of sale, authorizing the party of the first part, to sell certain real estate, of the said Edward M. Martin, Insane, situate in Franklin County, Idaho, and particularly described in said order of sale.

And whereas, under and by virtue of said order of sale, and pursuant to legal notice given thereof, the party of the first part, on the 27th day of November, 1929, in the County of Franklin, State of Idaho, at 3 o'clock p.m. of said day, offered for sale at private sale in one parcel the said real estate hereinafter described, specified and described in said order of sale aforesaid, and at such sale the party of the second part herein became the purchaser of the whole of said real estate, for the sum of \$3000.00, gold coin of the United States, she being the highest and best bidder, and that being the highest and best sum bid.

And whereas, the Probate Court upon due and legal return of his proceedings under the said order of sale, made by the said party of the first part on the 15th day of November, 1929, made an order confirming said sale, and directing conveyances to be executed to the said party of the second part, a certified copy of said order of confirmation was recorded in the office of the County Recorder of Franklin County, Idaho, within which said land and premises sold is situated, which said order of confirmation now on file and of record in said Recorders Office, are hereby referred to and made a part of this indenture.

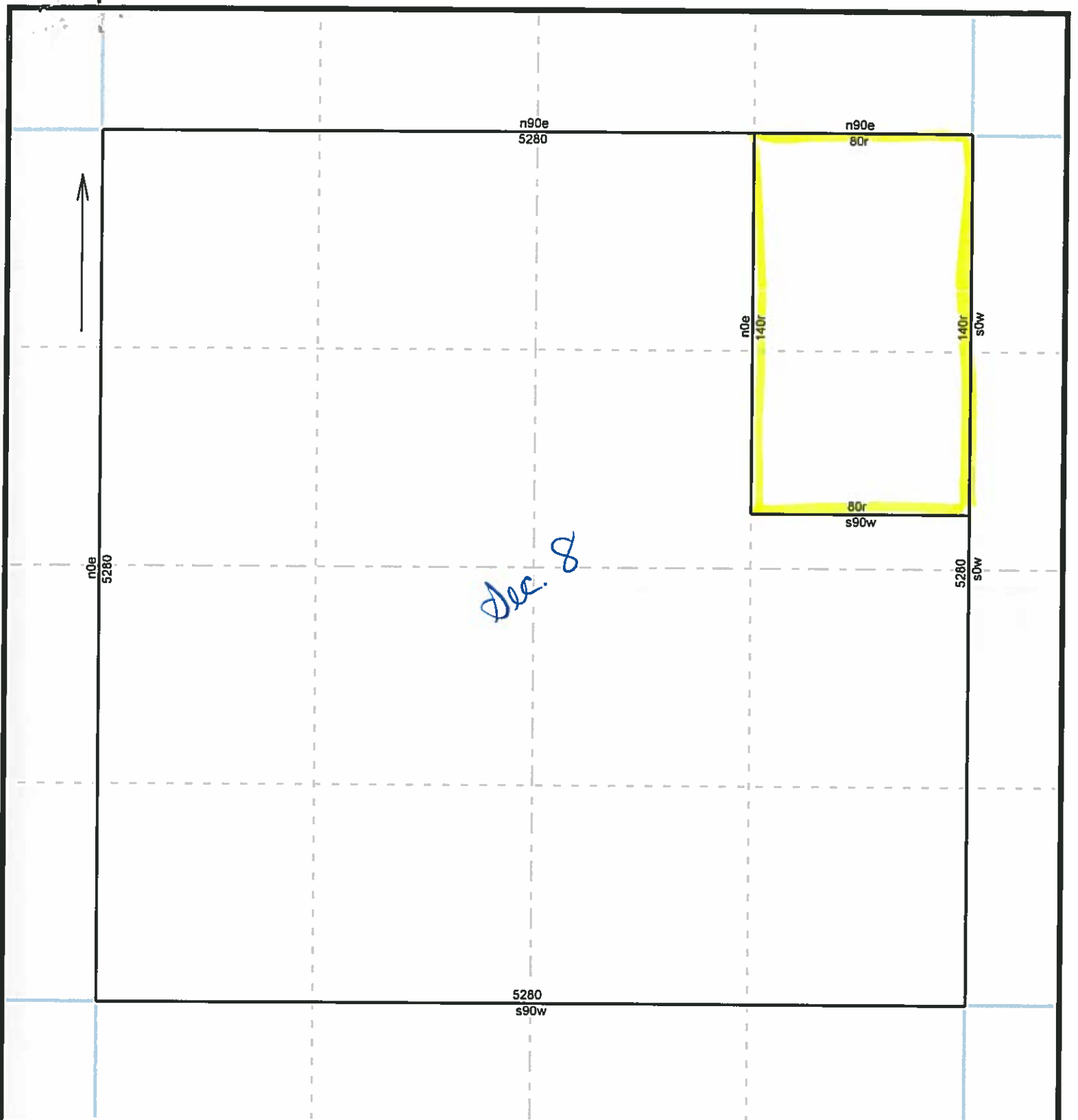
Now, therefore, the said Edward S. Martin, the Guardian of the person and estate of Edward M. Martin, insane, and the minor heirs of Edward M. Martin, insane, as aforesaid the party of the first part; pursuant to the last aforesaid order of the said Probate Court, for and in consideration of the sum of \$3000.00 gold coin of the United States to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed unto the said party of the second part, her heirs and assigns forever, all the right, title, interest, and estate of Edward M. Martin, and the minor heirs of Edward M. Martin, insane, in and to all that certain lot, piece or parcel of land, situated, lying and being in Franklin County, Idaho, and bounded and particularly described as follows, to wit:

Commencing at the northeast corner of Section 8 Township 15 South, Range 38 East of the Boise Meridian, and running thence south 140 rods; thence west 80 rods; thence north 140 rods; thence east 80 rods, to place of beg.

Together with all water or water rights belonging to the said premises or used in and upon said premises.

Together with all the tenements, hereditaments and appurtenances to the same belonging or in any wise appertaining.

To have and to hold all and singular, the above mentioned, described premises together with the appurtenances unto the said party of the second part his heirs and assigns forever.



4/28/2015

Scale: 1 inch= 800 feet

File: 34742.ndp

Tract 1: 70.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=7260 ft.
 Tract 2: 640.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=21120 ft.

- | | |
|------------------|--------------|
| 01 /ne,8,15s,39e | 10 n0e 5280 |
| 02 s0w 140r | 11 n90e 5280 |
| 03 s90w 80r | |
| 04 n0e 140r | |
| 05 n90e 80r | |
| 06 @0 | |
| 07 /ne,8,15s,39e | |
| 08 s0w 5280 | |
| 09 s90w 5280 | |

E. Harris Caspersen, and E. T. Harrison, Trustee for Gay Harrison, Robert Harrison, and Stanley Harrison of the County of Franklin, and the State of Idaho, the parties of the second part.

WITNESSETH: That the said parties of the first part for and in consideration of the sum of One Dollar and natural love and affection lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, sell, bargain, convey, and confirm unto the said parties of the second part, and to their 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 a point sixty two and one half (62 1/2) rods West and Three (3) rods South of the Northwest corner of Section Twenty seven (27) Township Fifteen (15) South of Range Thirty nine (39) East of the Boise Meridian, and running thence West Seven (7) rods; thence South Eleven (11) rods; thence East Seven (7) rods; thence North Eleven (11) rods to the place of beginning.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the rents, issue and profits thereof, together with all ditch and water rights of every nature, however evidenced, used upon said land or belonging thereto.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereto incident, unto the said parties of the second part, and to their heirs and assigns forever, and the said parties of the first part and their heirs, the said premises in the quiet and peaceable possession of the said parties of the second part their heirs and assigns against the said parties of the first part, and their heirs, and against all and every person or 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

J. E. Larsen

STATE OF IDAHO

COUNTY OF FRANKLIN--SS

Eugene Caspersen (SEAL)

Charlotte Caspersen (SEAL)

On this 29th day of August, in the year 1929, before me, J. E. Larsen, a Notary Public in and for said County and State personally appeared Emma Caspersen and Charlotte Caspersen, his wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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

My commission expires Apr. 30, 1933. (SEAL)

J. E. Larsen
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 Emma H. Caspersen, at 9-25 A.M. April 21st, 1930.

Fee \$1.20

Compared

WARRANTY ORED

THIS INSTRUMENT, made the 13th day of December, in the year of our Lord one

thousand nine hundred and twenty nine between Emma Martin, wife of E. M. Martin, incompetent 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 Three Thousand One Hundred 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 Eight (8), Township Fifteen (15) South of Range Thirty Nine (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 Company and a public road across said land, leaving a net acreage of Sixty seven (67) acres, more or less.

The party of the second part herein hereby assumes and agrees to pay one certain Mortgage in favor of the Federal Land Bank and also assumes and agrees to pay Five Hundred Dollars due on one certain Mortgage dated May 31, 1923 in favor of Caroline J. Allred recorded in Book 28 of Mortgages page 358, records of Franklin County, Idaho.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issue and profits thereof, together with all ditch and water rights of every nature, however evidenced, used upon said land or belonging thereto.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto 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 the 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 or persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

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

Signed, sealed and delivered
in the presence of

Emma Martin (SEAL)

J. N. Larsen

STATE OF IDAHO

COUNTY OF FRANKLIN--SS

On this 13th day of December, in the year 1929, before me, J. N. Larsen, a Notary Public in and for said County and State personally appeared Emma Martin, wife of E. M. Martin, incompetent 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.

My commission expires Apr. 30, 1933. (SEAL)

J. N. Larsen
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 Oscar M. Samsen at 9-05 A.M. April 22nd, 1930.

IN WITNESS WHEREOF the said party of the first part, guardian as aforesaid has hereunto set his hand and seal, this _____ day of December, 1929.

Edward S. Martin (SEAL)
Guardian of the person and estate of
Edward M. Martin, insane and the minor
heirs of Edward M. Martin insane.

STATE OF IDAHO

COUNTY OF FRANKLIN--33

On this 9th day of December, 1929, before me Arthur W. Hart a Notary Public in and for said County and State personally appeared Edward S. Martin, personally known to me to be the same person whose name is subscribed to the foregoing deed, as the Guardian of the person and estate of Edward M. Martin, insane, and the minor heirs of Edward M. Martin, insane, and he acknowledged to me that as such Guardian as aforesaid, he executed the same for the use and purpose therein mentioned.

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 March 5th, 1932. (SEAL)

Arthur W. Hart
Notary Public, Preston, Idaho.

STATE OF IDAHO

COUNTY OF FRANKLIN--33

I hereby certify that this instrument was filed for record at the request of Oscar M. Seamons, at 9-10 A.M. April 22nd, 1930.

Fees \$1.40

Compared by

John M. [Signature]
Official Recorder.

~~INST. 100-1000~~

WARRANTY DEED

THIS INDENTURE, made the 16th day of December in the year of our Lord one thousand nine hundred and 29 between ~~John M. [Signature]~~ and her husband Aaron Sexton, of the County of Franklin, and the State of Idaho, the parties of the first part, and ~~John M. [Signature]~~ 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 Dollar and other valuable consideration 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, 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 northwest corner of Section 8, Township 18 South, Range 30 East of the Boise Meridian, and running thence south 140 rods; thence west 80 rods; thence north 240 rods; thence east 80 rods to place of beginning.

Together with all water or water rights belonging to the said premises or in any wise appertaining to the same.

The party of the second part herein hereby agrees to assume and pay one certain Mortgage on the above described land favor the Federal Land Bank together with the interest mentioned in one note favor the said Land Bank as therein stipulated.

The said second party also agrees to pay \$500.00 due on one certain Mortgage dated May 21, 1923, in favor of Caroline J. Allred, and recorded in Book 28 of Mortgages page 55B, records of Franklin County, Idaho.

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.

indebtedness now existing against the same, and from the payment of any bonds now issued or that may hereafter be issued to refund the same, or any part thereof, and from the payment of any warrants of the district heretofore issued or that may hereafter be issued in payment of interest on such indebtedness or refunded indebtedness, and releases and discharges said tract, lot or parcel of land from further payment of benefits assessed against said land as shown by the assessment roll of said district and from all liens created thereby, save and except assessments made or to be made by said district for the operation and maintenance thereof.

IN WITNESS WHEREOF, I, the county treasurer of the county of Franklin, State of Idaho, and duly authorized by law to collect all sums of money assessed by the drainage commissioners of Drainage District Number Three in said county, have hereunto set my hand as such county treasurer this 17 day of December, 1936.

Emma H. Callan
Treasurer
Franklin County, Idaho.

STATE OF IDAHO SS
COUNTY OF FRANKLIN

On this 17th day of December, 1936, before me, Oles L. Swenson, in and for said state, personally appeared Emma H. Callan, known to me to be the person whose name is subscribed to the within instrument as the County Treasurer of the County of Franklin, State of Idaho, and acknowledged to me that she executed the same, as such treasurer.

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) O. L. Swenson
Clerk of the District Court.

STATE OF IDAHO SS
COUNTY OF FRANKLIN

I hereby certify that this instrument was filed for record at the request of Fred L. Gregersen at 3:30 P.M., Jan. 6, 1937
Fees, \$1.20

Oles L. Swenson
Ex-Officio Recorder
By *Barbara Hamill*
Deputy Recorder

6/8
Compared
o o o o

Inst. No. 61189

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

In the Matter of the Estates

of

Deceased.

: DECREE SETTLING FIRST AND FINAL
ACCOUNT OF ADMINISTRATOR AND
FINAL DISTRIBUTION

Harold S. Seamons, administrator of the estates of Oskar M. Seamons and Mary S. Seamons, deceased, having on the 29 day of October, 1936, rendered and filed herein a full account and report of his administration of said estate or estates, which said account was for a final settlement, and having with said account filed as petition for the final distribution of said estate or estates, and said account and petition this day coming on regularly to be heard, and proof having been made to the satisfaction of the court that the clerk had given notice of the settlement of said account and the hearing of said petition, in the manner and for the time required by law, the court finds:

That said account is in all respects true and correct, and that it is supported

by proper vouchers; that the residue of money in the hands of the administrator at the time of filing said account was none.

That due and legal notice to creditors of said estate or estates has been given in the manner and for the time required by law.

That there is a mortgage to the Federal Land Bank and one to the Land Bank Commissioner on said property who haven't presented their claims against said estates but the heirs are willing to accept their distributive share subject to the mortgages which now appear of record against said estate or estates; that all other claims and debts against said decedents and against said estate or estates and all inheritance taxes, if any, due from the distributees and all property taxes due and payable by the estate or estates, and all debts, expenses and charges of administration have been fully paid and discharged and that said estate or estates are ready for distribution and now in a condition to be closed.

That the whole of said estate or estates was the community property of said decedents.

That said decedents died intestate leaving surviving them the following heirs who are entitled to share in the residue of said estate or estates:

NAME	RELATIONSHIP
Harold S. Seamons	son
Geneva Seamons	daughter
Barbara Seamons	daughter
Eleanor Seamons	daughter
Berenice Seamons	daughter

It is therefore ordered, adjudged, and decreed that the first and final account of said administrator be and the same is hereby finally settled, allowed, and approved.

It is further ordered, adjudged, and decreed that the residue of said estate or estates of said decedents as hereinafter described and all other property of said estate or estates whether described herein or not be distributed according to law as follows, to-wit: an undivided one-fifth interest in the property hereinafter described to each of the following: Harold S. Seamons, Geneva Seamons, Barbara Seamons, Eleanor Seamons, Berenice Seamons.

That such undivided one-fifth interest of each of said distributees in said estate or estates is subject to the Federal Land Bank mortgage and the Commissioner Loan mortgage now appearing on record.

The following is a particular description of the said residue of said estate or estates referred to in this decree, and of which distribution is now ordered as aforesaid:

The Northwest Quarter of the Southwest Quarter and all that part of the Southwest Quarter of the Northwest Quarter lying South of the Bear River, situated in Section 8, Township 15 South, Range 39 East of the Boise Meridian.

All of that part of the Southeast Quarter of the Northwest Quarter of Section 8, Township 15 South, Range 39 East of the Boise Meridian, lying East of the Bear River, containing 16-1/2 acres of land.

The Southeast Quarter of the Southeast Quarter of Section 8, Township 15 South, Range 39 East of the Boise Meridian, containing 40 acres.

Commencing at the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 8, Township 15 South, Range 39 East of the Boise Meridian; and running thence North 100 rods; thence West 80 rods; thence South 100 rods; thence East 80 rods to the place of beginning, containing 80 acres.

All that portion of the Southeast Quarter of the Northwest Quarter of Section 9, lying West of the Bear River, containing 20 acres, more or less, and all that portion of the Southwest Quarter of the Northwest Quarter of Section 9, lying North of Bear River, containing 30 acres, more or less, situated in Township 15 South, Range 39 East of the Boise Meridian.

Commencing at the Northeast corner of Section 8, Township 15 South, Range 39 East of the Boise Meridian, and running thence South 140 rods; thence West 80 rods; thence North 160 rods; thence East 80 rods; to the place of beginning.

The West Half of the West Half of the Southwest Quarter of the Southwest Quarter of Section 9, Township 15 South, Range 39 East of the Boise Meridian, containing 10 acres, more or less.

Together with all water rights appendant or appurtenant thereto.

Personal Property	Valuation	\$8,600.00
4 horses at \$75.00 per head	\$300.00	
4 colts at \$50.00 per head	200.00	
13 cows at \$50.00 per head	750.00	
5 heifers at \$25.00 per head	125.00	
4 steers at \$20.00 per head	80.00	
45 sheep at \$5.00 per head	225.00	
45 lambs at \$3.00 per head	135.00	

Valuation \$1,815.00

15 shares of stock in the Franklin National Farm Loan Association	Valuation	75.00
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Total valuation of Real & Personal Property \$8,490.00

Dated this 9 day of November, 1936.

(SEAL) James Johnson
Probate Judge

STATE OF IDAHO SS
COUNTY OF FRANKLIN

I, James Johnson, Probate Judge and Ex-officio Clerk of the Probate Court, do hereby certify that the annexed copy of the "Decree Settling First and Final Account of Administrator and Final Distribution" is a true and exact copy of the original filed of record in the Probate Court on the 9 day of November, 1936.

(SEAL) James Johnson
Probate Judge and Ex-Officio Clerk

STATE OF IDAHO SS
COUNTY OF FRANKLIN

I hereby certify that this instrument was filed for record at the request of Geneva Seamons at 4:15 P.M. Jan. 5, 1937.

Fees, \$2.00

Cleo L. Swenson
Ex-officio Recorder
By *Corinna Hamble*
Deputy Recorder

Ed.
Compared

Inst. No. 51161

assigned 7-477
AGREEMENT TO SELL REAL ESTATE

THIS AGREEMENT, Made and entered into this 1st day of May 1936, by and between Linney H. Shuldberg, of Preston, Franklin County, Idaho, the party of the first part, and William Allen the party of the second part;

WITNESSETH: that for and in consideration of the covenants and agreements hereinafter contained and to be kept by the parties of this agreement, and the payments to be made by the party of the second part, to the party of the first part, the said first party hereby agrees to sell and by these presents does sell, and the second party hereby agrees to buy and does by these presents does buy the lands and premises hereinafter described, for the sum of \$2250.00, lawful money of the United States of America, and the second party hereby agrees to pay for said premises the sum of \$2250.00 on the following terms and

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

Attest:

Franklin County

G. L. Swenson

By Frank Shriver
Chairman of the Board of County Commissioners

STATE OF IDAHO,

ss.

County of Franklin.

On this 14th day of February in the year 1944, before me, J. N. Larsen, a Notary Public in and for said County, personally appeared Frank Shriver, Chairman of the Board of County Commissioners of Franklin County, State of Idaho, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same, as such officer for and in behalf of said County, pursuant to the resolution of the said Board of County Commissioners.

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 1, 1945.

(SEAL)

J. N. Larsen
Notary Public
Address Preston, Ida.

STATE OF IDAHO,

ss.

County of Franklin.

I hereby certify that this instrument was filed for record at the request of Carl & Fred Rasmussen at 10:00 A. M., February 18, 1944.

G. L. Swenson, Ex-Officio Recorder

By R. L. Palmer Deputy

Fees: \$1.00

Compared
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THIS INSTRUMENT, Made the 16th of February in the Year of our Lord One thousand nine hundred and forty-four, between ~~Barbara Swenson, Preston, of the County of Franklin, State of Idaho, party of the first part and~~ ~~Barbara Swenson, (Register)~~ of Preston, County of Franklin, 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 One Dollar, 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, has granted, bargained and sold, and by these presents, does grant, bargain, sell and convey and confirm unto the said party of the second part, and to her heirs and assigns forever, all following described Real Estate, situated in the County of Franklin, State of Idaho, to-wit:

An undivided one-fifth interest in the following: the Northwest quarter of the Southwest quarter and all that part of the Southwest quarter of the Northwest quarter lying South of the Bear River, situated in Section 9, Township 15 South, Range 39 East of the Boise Meridian.

All of that part of the Southeast quarter of the Northwest quarter of Section 9, Township 15 South, Range 39 East of the Boise Meridian, lying East of the Bear River, containing 18½ acres of land.

The Southeast quarter of the Southeast quarter of Section 8, Township 15 South, Range 39 East of the Boise Meridian, containing 40 acres.

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Southeast quarter of Section 8, Township 15 South, Range 39 East of the Boise Meridian; and running thence North 100 rods; thence West 80 rods; thence South 100 rods; thence East 80 rods to the place of beginning, containing 50 acres.

All that portion of the Southeast quarter of the Northwest quarter of Section 9, lying West of the Bear River, containing 30 acres, more or less, and all that portion of the Southwest quarter of the Northwest quarter of Section 9, lying North of Bear River, containing 30 acres, more or less, and situated in Township 15 South, Range 39 East of the Boise Meridian.

Commencing at the Northeast corner of Section 8, Township 15 South, Range 39 East of the Boise Meridian, and running thence South 140 rods; thence East 80 rods; thence North 140 rods; thence West 80 rods to the place of beginning.

The West half of the West half of the Southwest quarter of the Southwest quarter of Section 9, Township 15 South, Range 39 East of the Boise Meridian, containing 10 acres more or less.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, 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 party 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 her heirs and assigns forever. And the said party of the first part, and her heirs, and said premises in the quiet and peaceable possessions of the said party of the second part, her heirs and assigns, against the said party of the first part, and her heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

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

Signed, Sealed and Delivered
in the Presence of

Barbara Seamons (SEAL)

W. E. Stewart

STATE OF UTAH,

County of Cache.

ss.

On this 16th day of February in the year 1944, before me W. E. Stewart, a Notary Public in and for the State of Utah, personally appeared Barbara Seamons 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)

W. E. Stewart
Notary Public

My commission expires March 14th 1947

Residing at Logan, Utah

STATE OF IDAHO,

County of Franklin.

ss.

I hereby certify that this instrument was filed for record at the request of Barbara Seamons at 4:45 P. M., February 18, 1944.

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

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

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

SIGNED SEALED AND DELIVERED IN PRESENCE OF

Arthur W. Hart
Jedd Hart

Belvia Kirk Rose (Seal)

Wallace Rose (Seal)

STATE OF IDAHO,

County of Franklin--ss.

On this 20th day of October in the year 1944, before me Arthur W. Hart a Notary Public in and for said State, personally appeared Belvia Kirk Rose and her husband Wallace Rose known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL)

Arthur W. Hart

My commission expires Feb. 28th, 1948

Notary Public, Residing at Preston, Idaho

(\$1.18 U. S. I. R. Stamps Affixed and Duly Cancelled)

STATE OF IDAHO,

County of Franklin--ss.

I hereby certify that this instrument was filed for Record at the request of Lester D. Lowe at 3:30 P. M., on December 22, 1944.

C. E. Swenson, Ex-Officio Recorder

Fees: \$1.20

By Jessie M. King Deputy

Counted
09900000

WARRANTY DEED

THIS INDENTURE, made this 18th day of February in the year of our Lord one thousand nine hundred and forty-four between ~~Harold S. Swenson and his wife, Belvia Kirk Rose, both of the County of Franklin, State of Idaho, single and unmarried, and~~ ~~single and unmarried, and~~ ~~single and unmarried, of Preston County of Franklin State of Idaho the parties of the first part, and~~ ~~Clifton County of Franklin, State of Idaho the parties of the second part.~~

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Twelve Thousand and no/100 (\$12,000)---Dollars---lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell,

convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, all the following described real estate, situated in the County of Franklin, State of Idaho, to-wit:

The Northwest quarter of the Southwest quarter and all that part of the Southwest quarter of the Northwest quarter lying South of the Bear River, situated in Section 9, Township 15 South, Range 39 East of the Boise Meridian.

All of that part of the Southeast quarter of the Northwest quarter of Section 9, Township 15 South, Range 39 East of the Boise Meridian, lying East of the Bear River, containing 18 $\frac{1}{2}$ acres of land.

The Southeast quarter of the Southeast quarter of Section 8, Township 15 South, Range 39 East of the Boise Meridian, containing 40 acres.

Commencing at the Southeast corner of the Northeast quarter of the Southeast quarter of Section 8, Township 15 South, Range 39 East of the Boise Meridian; and running thence North 100 rods; thence West 80 rods; thence South 100 rods; thence East 80 rods to the place of beginning, containing 50 acres.

All that portion of the Southeast quarter of the Northwest quarter of Section 9, lying West of the Bear River, containing 20 acres, more or less, and all that portion of the Southwest quarter of the Northwest quarter of Section 9, lying North of Bear River, containing 30 acres, more or less, and situated in Township 15 South, Range 39 East of the Boise Meridian.

Commencing at the Northeast corner of Section 8, Township 15 South, Range 39 East of the Boise Meridian, and running thence South 140 rods; thence West 80 rods; thence North 140 rods; thence East 80 rods to the place of beginning.

The West half of the West half of the Southwest quarter of the Southwest quarter of Section 9, Township 15 South, Range 39 East of the Boise Meridian, containing 10 acres, more or less.

Excepting therefrom the following described tract of land: Commencing 83 rods East of the Northwest corner of the Northeast Quarter of Section 8, Township 15 South, Range 39 East of the Boise Meridian, and running thence South 44 rods; to the center of the county road; thence Northeasterly along center of county road to a point which is 21 rods West of the Northeast corner of the Northeast Quarter of Said Section 8; thence West 55 rods to the place of beginning, containing 7.7 acres, more or less. Together with all water rights appertaining and appurtenant thereto, including 21 shares of the stock of Battle Creek Irrigation Company.

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

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

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

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

Clifford Wann

Harold S. Seemons (Seal)

Thelma E. Seemons (Seal)

Geneva Seemons (Seal)

Eleanor Seemons (Seal)

Bernice Seemons (Seal)

STATE OF IDAHO,

County of Franklin--ss.

On this 18th day of February in the year 1944, before me Clifford Warr a Notary Public in and for said State, personally appeared Harold Seamons, Thelma E. Seamons, Geneva Seamons, Eleanor Seamons, and Berenice Seamons, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL)

Clifford Warr

Notary Public, Residing at Preston, Idaho.

(\$15.00 U. S. I. R. Stamps Affixed and Duly Cancelled)

STATE OF IDAHO,

County of Franklin--ss.

I hereby certify that this instrument was filed for record at the request of J. N. Larsen at 9:10 A. M. on December 26, 1944.

C. L. Swenson, Ex-Officio Recorder

Fees: \$2.00

By James H. Young Deputy

Notary
Seal
6000000000
WARRANTY DEED

Inst. No. 71742

THIS INDENTURE, made this 14th day of September in the year of our Lord one thousand nine hundred and forty-four between J. H. Wood and his wife, Rhea Wood, of Payton County of Franklin State of Idaho the parties of the first part, and Carl A. Mortensen of Preston County of Franklin 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 Fourteen 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, 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 the County of Franklin, State of Idaho, to-wit:

Commencing at a point 26 feet West and 22 feet South of the Northeast corner of Lot 1 of Section 2, Township 15 South, Range 38 East of the Boise Meridian, and running thence West 1661 feet, more or less, to the East line of the Twin Lakes Canal Company right of way, thence Southerly along said right of way to the South line of the Northeast Quarter of said Section 2, thence East 1802 feet, more or less, to a point South of the place of beginning, thence North 2683 feet, more or less, to the place of beginning.

Lot 4 of Section 1, Township 15 South, Range 38, East of the Boise Meridian.

The Southeast Quarter of the Northwest Quarter, Lots 1 and 2, and the South half of the Northeast Quarter of Section 1, Township 15 South, Range 38 East of the Boise Meridian.

Together with 114 shares of the capital stock of the Twin Lakes Canal Company.

TOGETHER with all and singular the tenements, hereditaments and appurtenances whatsoever belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to 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 quiet and peaceable possession of the said party of the second part, his heirs and assigns,

at a point 586 feet west and 673 feet north of the Southeast corner of the above-mentioned SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 36, thence N 61° 01' E. 188 feet to a point on the westerly boundary of the Paul V. Adams Farmstead, which point is 421 feet west and 764 North of said Southeast corner of SW $\frac{1}{4}$ NE $\frac{1}{4}$ of above-mentioned Section 36.

together with the rights of ingress and egress for the purposes for which the above mentioned rights are herein granted.

The Grantor (and each of them) covenants to and with the Grantee (and each of them) that he is the owner of said tract and that the same is free from encumbrances except as follows:

and that he will, and his heirs, executors, administrators, successors and assigns shall and will forever defend the said premises against the lawful claims and demands of all persons whomsoever except those above specified.

IN WITNESS WHEREOF, the said Grantor has executed this instrument this 17 day of June, 1947.

(Seal)
(If Grantor is a corporation)

John Vernon Adams
John Vernon Adams
Leda A. Adams
Leda A. Adams

ACKNOWLEDGEMENT OF AN INDIVIDUAL GRANTOR

STATE OF Idaho

COUNTY OF Franklin

On this 17th day of June, 1947, before me, a Notary Public in and for said County and State, personally appeared John Vernon Adams and Leda A. Adams to me known to be the identical individuals described in and who executed the within and foregoing instrument and each on oath acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

(SEAL)

Velma W. Gottle
Notary Public for Idaho
Residing at Preston, Idaho
My commission expires Jan. 27, 1948

STATE OF IDAHO

County of Franklin

I hereby certify that this instrument was filed for record at the request of Paul V. Adams at 9:30 A.M., June 18, 1947.

Fee \$1.00

C. L. Swenson; Ex-Officio Recorder

By Laura Palmer Deputy

WARRANTY DEED

THIS INDENTURE, made this 29th day of May in the year of our Lord one thousand nine hundred and forty-seven between ~~Herbert E. Swenson and Leda A. Adams~~ and wife of Preston County of Franklin, State of Idaho, the parties of the first part, and ~~John Vernon Adams and Leda A. Adams~~ Preston County of Franklin, State of Idaho the party of the second part.

WITNESSETH, That the said parties of the First part, for and in consideration of the sum of Ten Thousand Five Hundred 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, 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 their heirs and assigns forever, all the following described real estate, situated in the County of Franklin, State of Idaho, to-wit:

The Southeast Quarter of the Northeast Quarter, the East Half of the Southeast Quarter and the Northeast Quarter of the Northeast Quarter, except the following described tract: Commencing 83 rods East of the Northwest Corner of the Northeast Quarter of Section Eight, Township Fifteen South, Range Thirty-nine East of the Boise Meridian, and running

thence South 44 rods to the center of the road, thence Northeasterly to a point 21 rods West of the Northeast Corner of the Northeast Quarter of said Section Eight, thence West 56 rods to the place of beginning; all in Section Eight, Township Fifteen South, Range Thirty-nine East of the Boise Meridian.

Also, the South Half of the Northwest Quarter, the Northwest Quarter of the Southwest Quarter, and the West Half of the West Half of the Southwest Quarter of the Southwest Quarter of Section Nine, Township Fifteen South, Range Thirty-nine East of the Boise Meridian, except the following described tract: Commencing at the Southeast Corner of the Southwest Quarter of the Northwest Quarter of Section Nine, Township Fifteen South, Range Thirty-nine East of the Boise Meridian, and running thence North 150 feet, more or less, to Bear River, thence following the meanderings of said River 817 feet, more or less, to the East side of U. S. Highway, thence Southwesterly along East side of highway to a point on the South line of the Northwest Quarter of the Southwest Quarter, which is 24 rods, more or less, West and 80 rods South of the Place of beginning, thence East 54 rods, more or less, thence North 80 rods to the place of beginning.

(\$11.85 U. S. I. R. Stamps affixed and duly cancelled.)

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and so 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 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 PRESENCE OF

Herbert W. Ziegler (SEAL)
Mrs. Winifred Ziegler (SEAL)

STATE OF IDAHO,

County of Franklin--ss.

On this 29th day of May in the year 1947, before me Clifford Warr, a Notary Public in and for said State, personally appeared Herbert W. Ziegler and Winifred Ziegler, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL)

Clifford Warr
Notary Public, Residing at Preston,
Idaho.

STATE OF IDAHO,

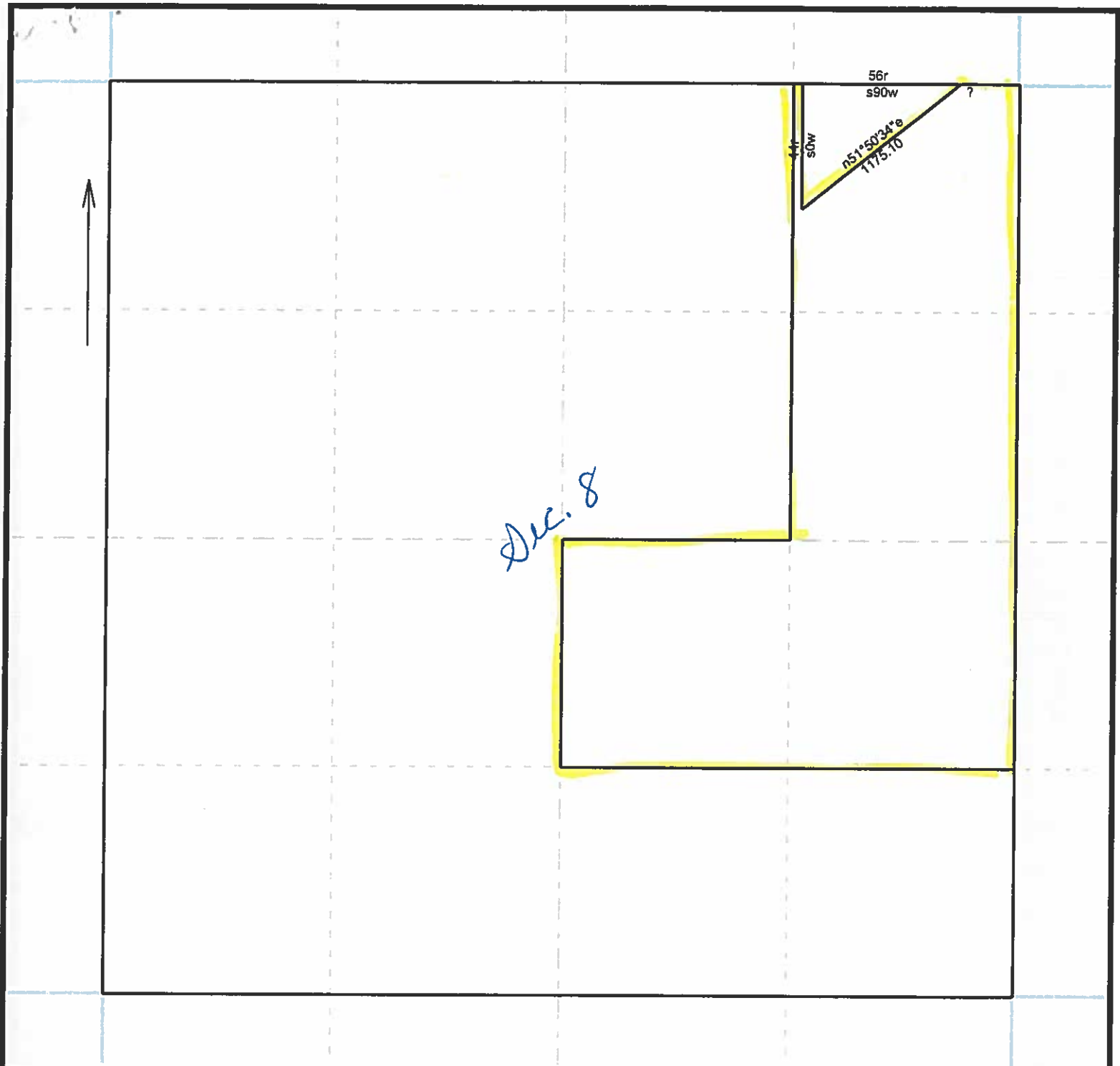
COUNTY OF FRANKLIN--ss.

I hereby certify that this instrument was filed for record at request of J. N. Larsen at 10:10 A. M., June 19, 1947.

Fee \$1.40

G. L. Swenson, Ex-Officio Recorder
By _____ Deputy

--- Compared ---



4/28/2015

Scale: 1 inch= 800 feet

File: 78646.ndp

Tract 1: 160.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=13200 ft.

Tract 2: 7.7000 Acres (335413 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/828378), Perimeter=2825 ft.

Tract 3: 640.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=21120 ft.

01 /ne,8,15s,39e

02 s0w 3960

03 s90w 2640

04 n0e 1320

05 n90e 1320

06 n0e 2640

07 n90e 1320

08 @0

09 /nw,ne,8,15s,39e

10 /n90e 83r

11 s0w 44r

12 n51.5034e 1175.10

13 s90w 56r

14 @0

15 /ne,8,15s,39e

16 s0w 5280

17 s90w 5280

18 n0e 5280

19 n90e 5280

more or less, to the S side of Bear River; thence Westerly along the S side of said river to a point directly N of the place of beginning; thence S to the place of beginning.

A portion of the NW 1/4 of Section 9, Township 15 South, Range 39 East of the Boise meridian, described as follows:

Commencing at a point 940 feet S of the NW corner of the SW 1/4 of said section 9, running thence N 940 feet; thence E 34 rods; more or less, to the W side of U.S. Highway No. 91; thence Southwesterly along said highway to a point directly E of the place of beginning; thence W to the place of beginning.

Also, commencing at the SW corner of the NW 1/4 of said section 9, running thence N 80 rods; thence E 90 rods, more or less, to the E bank of Bear River; thence Southwesterly along the E bank of said river to the SE corner of the SW 1/4 of said section 9; thence W 80 rods to the place of beginning.

Also, commencing at a point 40 1/2 rods, S of the NW corner of said section 9, and running thence S 39 1/2 rods; thence E 47 rods; thence Northeasterly to a point 54 rods E of the place of beginning; thence W 54 rods to the place of beginning.

Together with all rights of ways into said properties, buildings, fences and all other appurtenances appertaining thereto, and all water rights, ditch rights and rights of ways used in connection therewith. It is hereby understood that the grantor herein is quit claiming only the land that is in section nine that runs out to the present existing fence between grantors present land and that land that was previously used for a lumber mill.

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

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

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

Signed in the presence of

x Lorin A. Winger
Hazel Winger

STATE OF IDAHO,)
County of Franklin,) ss.

On this day of September in the year 1966, before me, Ted B. Larsen a Notary Public in and for said County, personally appeared L. A. Winger and his wife known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written. My commission expires May 12, 1966

Seal

Ted B. Larsen
Notary Public
Address Preston, Idaho

STATE OF IDAHO,
County of Franklin--ss.

Recorded at the request of J. N. Larsen Co. at 4:05 P. M., September 23, 1966.

Fees: \$ 2.10

G. L. Swenson: Ex-Officio Recorder

By Carol P. Davis Deputy

--- Compared ---

WARRANTY DEED

THIS INDENTURE, made this 16th day of September in the year of our Lord one thousand nine hundred and sixty-three between L. A. Winger and Hazel Winger of Preston County of Franklin State of Idaho the parties of the first part, and J. N. Larsen Co. of Preston County of Franklin 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 \$1.00 and other good and valuable considerations 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 parties of the second part, and his heirs and assigns forever, all the following described real estate, situated in the County of Franklin, State of Idaho, to-wit:

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

Commencing at the SW corner of SE1/4SE1/4 of said Section 8, and running thence E 60 rods; thence N 198 rods, more or less, to the S side of Bear River; thence Westerly along the S side of said river to a

point directly N of the place of beginning; thence S to the place of beginning.

A portion of the W1/2 of Section 9, Township 15 South, Range 39 East, of the Boise Meridian, described as follows:

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

Also, commencing at the SW corner of the NW1/4 of said section 9, running thence N 80 rods; thence E 90 rods, more or less, to the E bank of Bear River; thence Southwesterly along the E bank of said river to the SE corner of the SW1/4 of said Section 9; thence W 80 rods to the place of beginning.

Also, commencing at a point 40 1/2 rods S of the NW corner of said Section 9; and running thence S 39 1/2 rods; thence E 47 rods; thence Northeasterly to a point S4 rods E of the place of beginning; thence W 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, 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 Seasons home which has been used in connection with the above described tracts of land.

Together with 65 shares of Battle Creek Irrigation Company water stock, and the right to use the other 50 shares owned by the grantor herein when water from said 50 shares is not being used in grants remaining land, and grantor guarantees to turn the same to grantees.

Together with buildings, fences and all other appurtenances appertaining thereto.

Together with all growing crops excepting grain crops.

Together with all rights of ways into said properties.

W. O. W.

L. P. W.

(\$22.00 U. S. I. R. Stamps duly affixed and cancelled.)

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to 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 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 PRESENCE OF

W. O. Winger

(SEAL)

Leona P. Winger

(SEAL)

STATE OF IDAHO,

County of Franklin--ss.

On this 16th day of September in the year 1963, before me Ted B. Larsen a Notary Public in and for said State, personally appeared W.O. Winger and wife Leona P. Winger known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Seal

Ted B. Larsen

Notary Public, Residing at Preston, Idaho

STATE OF IDAHO,

County of Franklin--ss.

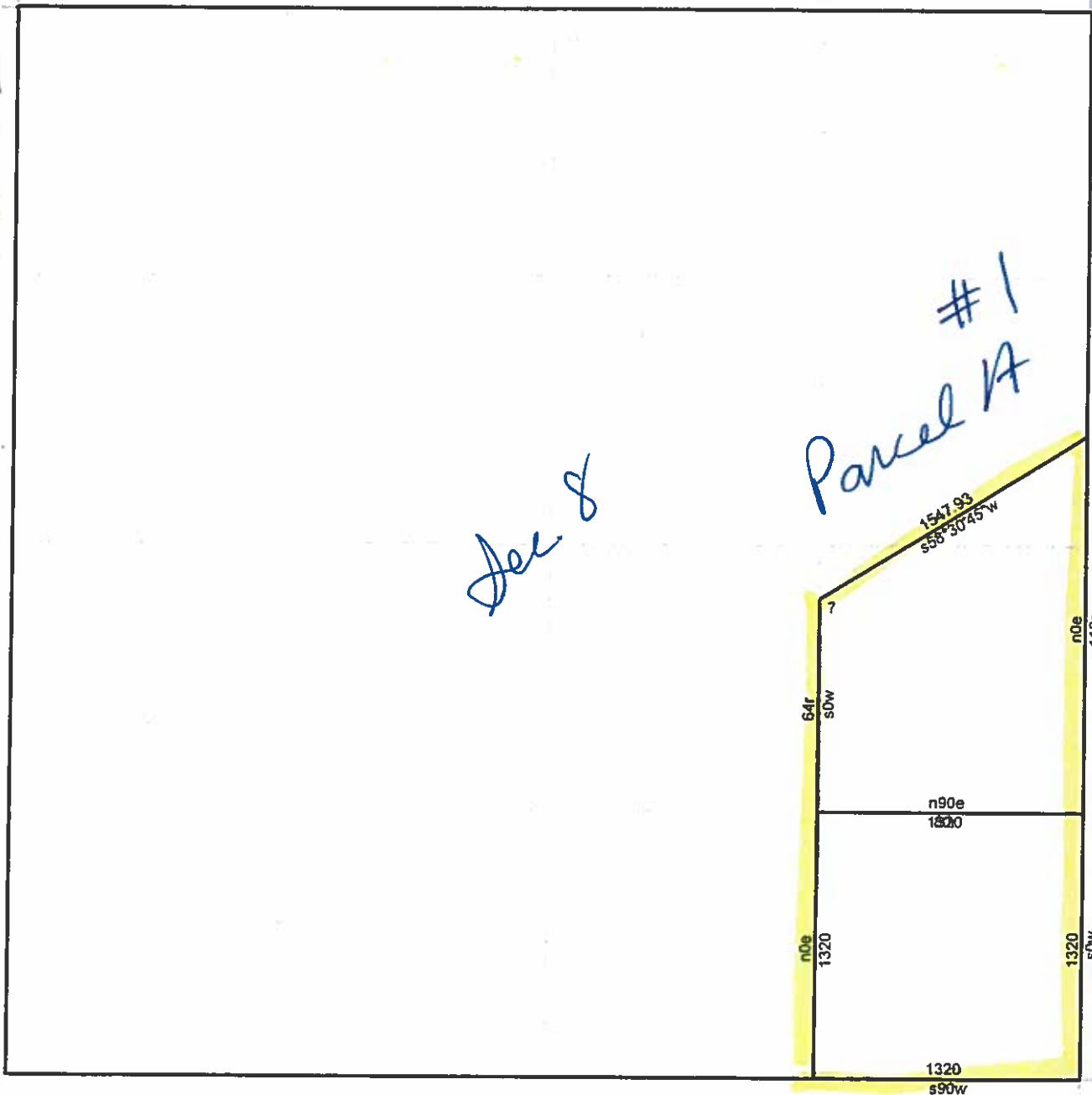
Recorded at the request of J. N. Larsen Company at 4:10 P. M., September 23, 1963.

Fee \$3.60

C. L. Swenson: Ex-Officio Recorder

By David P. Hansen Deputy

--- Compared ---



4/28/2015

Scale: 1 inch= 800 feet

File: 111063.ndp

Tract 1: 44.2501 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=5788 ft.

Tract 2: 40.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=5280 ft.

Tract 3: 640.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=21120 ft.

01 /sw,ne,se,8,15s,39e
 02 n90e 80r
 03 n0e 113r
 04 s58.3045w 1547.93
 05 s0w 64r
 06 @0
 07 /se,ne,se,8,15s,39e
 08 s0w 1320
 09 s90w 1320
 10 n0e 1320
 11 n90e 1320
 12 @0

13 /ne,8,15s,39e
 14 s0w 5280
 15 s90w 5280
 16 n0e 5280
 17 n90e 5280

Current Deed

153549

Recorded at the Recorder's Office
Ben B. Johnson

11:45

JUN 01 1995

WARRANTY DEED

For Value Received

V. ELLIOTT LARSEN, RECORDER
By Ruth K. Rasmussen Deputy
FRANKLIN COUNTY, IDAHO

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

PARCEL A:

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 water 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.

PARCEL 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 in 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 1820.0 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 1826.0 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 Creek and Tank Springs, also all water rights in Battle Creek and Bear River used thereon.

PARCEL E:

193549 6-11

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.

PARCEL F:

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 335 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 150 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,

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 <SJVuyovich@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](#)



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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



Steven J. Vuyovich
Of Counsel
Phone (801) 799-5966
Fax (801) 618-4118
SJVuyovich@hollandhart.com
84925.0003

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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