

OLSON & HOGGAN, P.C.

ATTORNEYS AT LAW

October 19, 2016

RECEIVED

OCT 21 2016

Department of Water Resources
Eastern Region

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L. BRENT HOGGAN
MILES P. JENSEN
BRUCE L. JORGENSEN
JAMES C. JENKINS
KEVIN J. FIFE*
JEFFERY B. ADAIR**
KELLY J. SMITH
JEREMY S. RAYMOND
SETH J. TAIT*
JACOB A. WATTERSON

CHARLES P. OLSON (1916-1975)

*also licensed in Idaho
**also licensed in Nevada

State of Idaho Division of Water Resources
Eastern Region
Attn: James Cefalo
900 North Skyline Drive, Ste. A
Idaho Falls, ID 83402-1718

Re: Water Right No. 13-4284, Statutory Claim
Our Client: Boyd Campbell
Our File No. N-31.39

Mr. Cefalo:

Pursuant to your request during our last conversation, I have attached the relevant deeds relating to my client's claims under Water Right No. 13-4284. As established by these deeds, my client holds a lawful and valid claim under this water right that must be recognized. The remainder of this correspondence is intended to clarify my client's position on this matter and how it relates to the statutory requirement identified in Title 42 of the Idaho State Code.

The facts of this case are straightforward, simple, and clearly established in the record. On April 1, 1985, Jay Norman Fonnesbeck certified and filed a Claim to Water Right covering certain parcels and claiming a priority date of April 1, 1880. My client obtained title to a portion of the real property identified in this application in 2005. As established in the record, each relevant deed clearly conveys the appurtenant water rights to these same parcels.

At the time of my client's purchase, this property was subject to CRP agreement requiring the property to remain fallow. Upon the expiration of this agreement, my client began the process of preparing the land for irrigation. Mr. Fonnesbeck objected to my client's attempts based on allegations of abandonment. My client refuted these allegations based on the CRP agreement, and again attempted to irrigate his property. Subsequently, Mr. Fonnesbeck physically interfered with this right by plowing through the historic ditch and threatening physical violence if future attempts were made to restore the watercourse.

State of Idaho Division of Water Resources
Eastern Region
Attn: James Cefalo
October 19, 2016

In an attempt to resolve this dispute civilly, my office contacted the Division on or about January 4, 2016 and spoke with Mr. Cooper Fritz to establish the proper application and procedure to accomplish a recorded change in ownership. Accordingly, this office filed a Notice of Change in Water Right Ownership along with the required maps, deeds, explanation, and filing fees on January 5, 2016.

Based on the lack of response on the application in spite of several requests, my office again contacted the Division on February 16, 2016 to inquire on the status of my client's application and the estimated time for its processing. Your office provided no explanation for the delay or an expected time for review, but simply stated that application was still pending review and that we would be notified of any progress.

Again, based on the lack of progress and failure to respond to inquiries, my office again contacted the Division on May 24, 2016. At this time my office was informed that my client's application had been reviewed, approved, and simply awaited entry and the assignment of an independent water right number. The division indicated a backlog of other entries, but assured my office it would confirm the entry and water right number once the entry was complete.

Later this same day, the Division again contacted my office and stated the approved application could not be processed due to an apparent discrepancy between the application and the Division's updated records. Specifically, the Division stated that the identified place of use from the approved Notice of Change did not comport with the Division's updated records. Based on the lack of notice to my client of a change application, my office requested that Mr. Fritz contact us to explain why the record had changed between the time the application was submitted, approved, and processed for entry. The Division never followed through with this commitment.

Ultimately, my office was forced to contact the Division on June 16, 2016 to discover the alleged discrepancy in the record. At this time, the Division explained that Jay Fannesbeck contacted the division on February 3, 2016 (one month after my client's approved filing) and submitted an application to alter the original Claim to Water Right. The sole purpose of this application was to remove the parcel now owned by my client from the established Claim. No notice was provided to my client of this application, and to this date, the Division has failed to identify the proper purpose alleged by Mr. Fannesbeck for the extinguishment of my client's claim. For some unexplained and improper reason, the Division made the conscious decision to ignore the alleged backlog of awaiting applications and the earlier approval of my client's application, and instead reviewed, processed, and recorded Mr. Fannesbeck's application to the prejudice of my client.

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Eastern Region
Attn: James Cefalo
October 19, 2016

The facts of this matter establish that the Division's action with regards to the apparent preferential treatment of Mr. Fannesbeck's application violates a number of the express provisions of Title 42 of the Idaho State Code. First, the facts establish that my client qualifies as a valid claimant pursuant to Idaho Statute 42-1401A(1) based on the validly asserted water rights under Water Right No. 13-4284. The record establishes that my client's application satisfied the required provisions of Idaho Statute 42-248, and was accordingly entitled to the proper and timely review, approval, and entry of his application. The Division's unexplained conduct in reviewing, approving, and entering a competing application that was received one month after my client's application is an arbitrary and capricious act that violates the clear requirements of this statute.

Additionally, the facts establish that the Division's review, approval, and entry of Mr. Fannesbeck's competing application violated the express terms of Idaho Statute 42-222. Pursuant to this statute, any change in point of diversion or place of use must first provide notice of changes to anyone claiming ownership to that water right. The facts of this matter establish that the Division failed to comply with this statutory requirement. Specifically, the facts establish that the Division failed to provide either my client or my office with notice of Mr. Fannesbeck's competing application. Had the Division appropriately processed the parties' respective applications in the order in which they were received, my client would have received adequate notice of Mr. Fannesbeck's application and subsequently been afforded the opportunity to object to this application and seek a review of any determination. The Division's failure to comply with these requirements has improperly prohibited my client's rights under this Claim, caused an undue hardship to his ability to exercise his rights, and constitutes a direct violation of my client's Due Process rights and have deprived him of his lawful claims under Water Right No. 13-4284.

Based on the foregoing, my client requests the Division comply with the above referenced statutory mandates. Specifically, my client demands that the Division reverse the approval of Mr. Fannesbeck's untimely and unnoticed application, enter my client's timely and approved Notice of Change in Water Right Ownership and provide him the new Water Right No. required by statute, and, if necessary, follow the correct procedure as it relates to Mr. Fannesbeck's application.

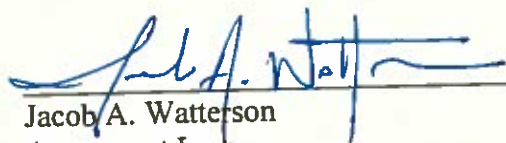
It is our expectation that the Division will work with the interested parties in resolving this matter without the need for litigation. My office requests that the Division contact my office within 14 days of the date of this letter to discuss the proper resolution of this matter. While my client does not wish to create an undue burden, costs, or embarrassment to the parties involved in this matter, he

State of Idaho Division of Water Resources
Eastern Region
Attn: James Cefalo
October 19, 2016

intends to fully assert his legal claims in this matter to ensure that all proper statutory requirements are followed.

Sincerely,

OLSON & HOGGAN, P. C.



Jacob A. Watterson
Attorney at Law

JAW/LBH
Enclosures

J:\JAW\Water\Campbell, Boyd\Ltr Div Water Rights 13-4284.02.doc

232285

WARRANTY DEED

PAUL F. CAMPBELL and SHELLY P. CAMPBELL, husband and wife

grantors of Weston County of Franklin
State of Idaho, hereby CONVEY and WARRANT to

BOYD O. CAMPBELL and BEVERLY C. CAMPBELL, husband and wife
as joint tenants and not as tenants in common, with full rights of survivorship

grantees of
for the sum of TEN DOLLARS and other good and valuable consideration
the following described tract of land in Franklin County, State of Idaho.

Township 16 South, Range 38 East of the Boise Meridian
Section 16: Beginning at the Southwest corner of the Southeast Quarter of the Southeast Quarter of
Section 16; and running thence West 80 rods; thence North 80 rods; thence East 240 rods; thence South
to a point 260 feet North of the Southeast corner of the Southwest Quarter of the Southwest Quarter of
Section 15, same township and range; thence West 2379 feet, more or less to the County Road; thence
Southwesterly along the County Road to the point of beginning.

Together with 1/3 of decreed water rights.

This document has been prepared as an accommodation by HICKMAN LAND TITLE COMPANY
without the benefit of a title search and its accuracy is not guaranteed.

WITNESS, the hand of said grantor(s), this
Signed in the presence of

day of November A.D. 2005.

Recorded at the request of

Boyd Campbell

a.m. DEC 19 2005 p.m. 2:25

Paul F. Campbell
PAUL F. CAMPBELL

Shelly P. Campbell
SHELLY P. CAMPBELL

V. ELLIOTT LARSEN, RECORDER

By Ruth K. Pauling Deputy

FRANKLIN COUNTY, IDAHO

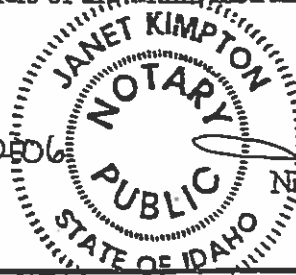
STATE OF)
SS

County of Franklin

On the 30th day of November A.D. 2005 personally appeared before me PAUL F. CAMPBELL and
SHELLY P. CAMPBELL the signers of the within instrument, who duly acknowledged to me that they
executed the same.

Commission expires: 3-30-2006

Residing in: Preston



Janet Kimpton
Notary Public

Hickman
Land Title

152932

WARRANTY DEED

For Value Received

MARLYN L. MICKELSEN and DONNA MICKELSEN,
HUSBAND and WIFE

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

PAUL F. CAMPBELL and SHELLEY P. CAMPBELL,
Husband and wife,

whose current address is

Weston, Idaho 83286

the grantee, the following described premises, in Franklin County Idaho, to wit.

Township 16 South, Range 38 East of the Boise Meridian
Section 16: Beginning at the Southwest corner of the
SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 15; and running thence
West 80 rods; thence North 80 rods; thence
East 240 rods; thence South to a point
250 feet North of the Southeast corner of
the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 15, same township and
range; thence West 2379 feet, more or less
to the County Road; thence Southwesterly
along the County Road to the point of beginning.

Together with 1/3 of decreed water rights.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee,
heirs and assigns forever. And the said Grantor do hereby covenant to and
with the said Grantee, that he the owner in fee simple of said premises; that they are free
from all incumbrances

and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: April 8, 1980

Marlyn L. Mickelsen

Donna Mickelsen

STATE OF IDAHO, COUNTY OF Franklin
On this 8th day of April, 1980
before me, a notary public in and for said State, personally
appeared

MARLYN L. MICKELSEN and
DONNA MICKELSEN, Husband and Wife.

known to me to be the persons whose name is
subscribed to the foregoing instrument, and acknowledged to
me that they executed the same.

Notary Public
Residing at
Comm. Expires

Preston
Lifetime

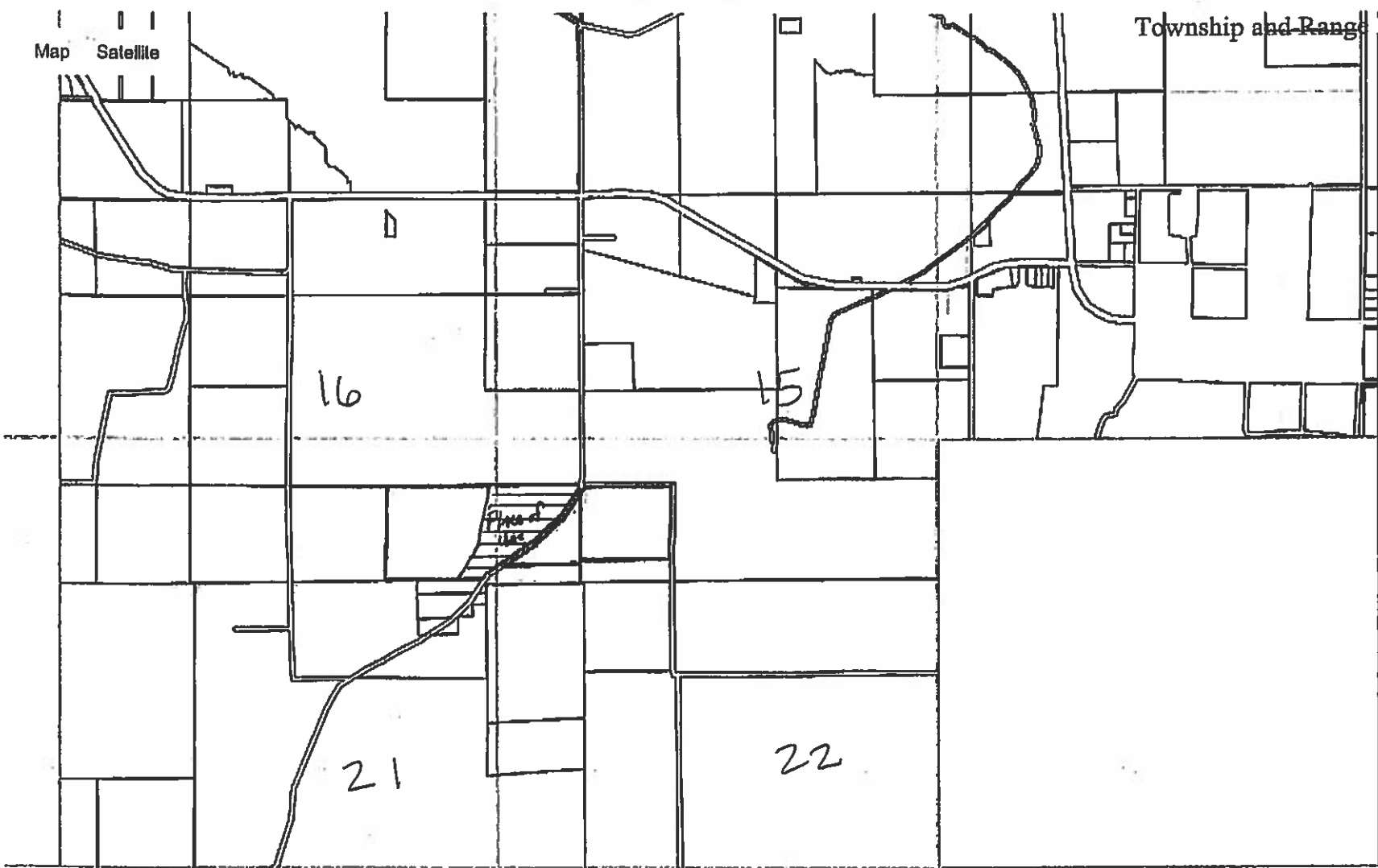
Recorded at the request of
William H. Harrison

MAY 7 1980

MICHAEL R. KIPP, RECORDER
By *James L. Harrison*
FRANKLIN COUNTY, IDAHO

Map Satellite

Township and Range Labels



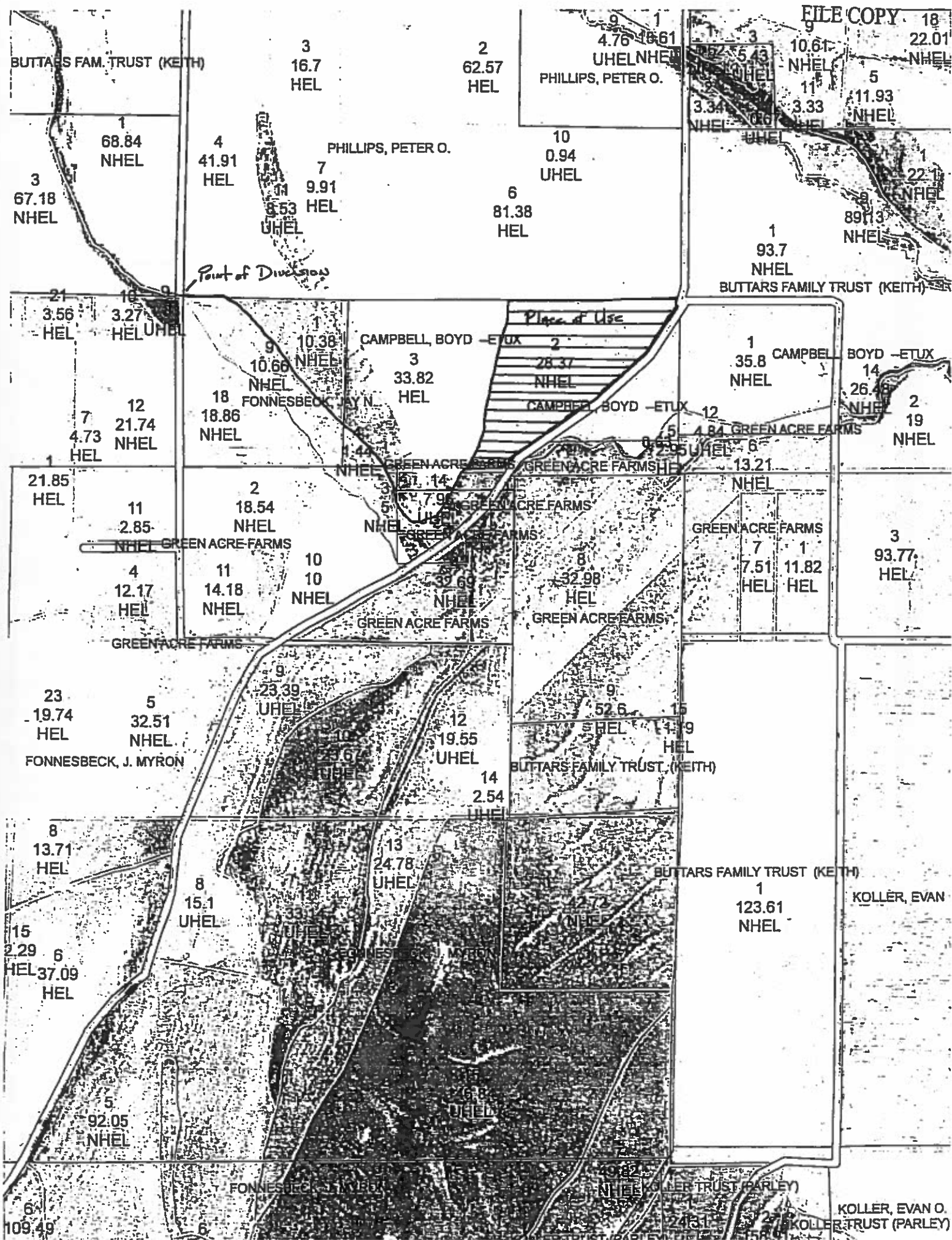
T16S R38E



Google

Map data ©2015 Google





உயிர் நன்மைகளைப் பெற



State of Idaho)
County of Benewah) ss.

Sworn to before me this 24th day of

My commission expires 6-15-85

Received by EMC Date 6/29/84 Exception filed by: _____ Forwarded to _____ Date _____
 Prelim. check by EMC Date 7/2/84 claimant by: _____
 Fee received by EMC Date 6/29/84 # 24220
 Published in Marine Review
 Dates 7/12 & 19/84

10.10.15

To whom it may Concern

The year of 1984 we Traded a house That we had built (Boyd & Paul Campbell) in Weston, Idaho for about 100 acres to Martin Mickelson and his wife, and the ground was Put in Paul Campbell's name. he, Paul Campbell was in the process of building a dairy and borrowed money from F.H.A. This ground was Tied up in that loan, I 2006 it was decided back To Boyd and Beverly Campbell.

In 2011 it came out of the Soil Bank "C.R.P." and Glaze Schranzfeldt started to farm it for us and, in 2012 a crop of wheat was harvested and Glaze cleaned the ditch and irrigated some wheat. It was summer fall in 2013 and no water was used that year and 2014 we used no water on the wheat crop, 2015 wheat was planted in the fall. we planned on irrigating and the ditch had been plowed in by Jay Fennesheck but then Glaze decided not to farm the ground he was farming for us. ~~Randy~~ ^{Randy} ~~Harry~~ Atkinson started to farm the ground. In the middle of the summer 2015, Randy and I decided to reopen the ditch Nov. 6th, 2015. He brought his ditcher & tractor from Clarkston. Jay seen him and realized what he was going to do and came over and pulled his pick up across the ditch so it could not be plowed out. Then I arrived and he (Jay) and I got into a argument and he called me everything but a white man, and threatened me to kick the crap out of me and we could make a ditch but he would plow it in just as quick as we made it. He said that I had been sneaking around and working on the head of the ditch with my back hoe. This was not true because I had driven the back hoe past his house and he was in his yard. The road is a dead end where the ditch goes across the road on his property.

10.10.15

Mar. 6 - 2013.

To whom it may concern:

I was asked to write down, to the best of my memory the way we divided the water from Black-Canyon on the Mickelson Farm. when my dad & then I rented these Farms. I think we rented the Isabell Mickelson Farm from 1964 — 1980. Charles Butters Rented The Marilyn Mickelson Farm at the same time. I never saw any deeds or water right documents but we were told that the water was to be shared $\frac{1}{3}$ To Isabells Farm. $\frac{1}{3}$ To Marilyn Mickelson's Farm + $\frac{1}{3}$ To Fonnesbeck's Farms.

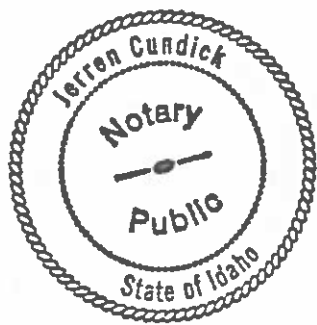
That is the way I recall ~~divided~~ dividing the water.

Where we grew Hay & had some Pasture and Charles Butters Just grew grain

we probably used the water for
longer period of time later in
summer. But when every one needed
the water it was shared $\frac{1}{3}$
to each of the farms.

dated March 6-2013

D. Michele Schwanerlett



NOTARY PUBLIC

Jerren Cundick

RESIDING
PRESTON, IDAHO 83863

EXPIRES 3/12/2019

BOYD CAMPBELL GLADE SCHVANEVELDT LEASE AGREEMENT

Boyd Campbell agrees to lease 4 (four) parcels of land to Glade Schvaneveldt. The first parcel of land is approximately 198 acres and sits directly west of 5600 west located in Weston, Franklin County, Idaho. Approximately 85 acres known as the Bastian Bingelli farm and approximately 113 acres known as the Bill Dahle farm is to be leased to Glade Schvaneveldt for 6 (six) years 2011, 2012, 2013, 2014, 2015, 2016.

The second parcel of land is located approximately 1 (one) mile south of the first parcel. It is located east and west of 5600 west. It is approximately 100 acres. This parcel is also known as the former Marlyn Mickelsen farm. The terms and years are the same 2011, 2012, 2013, 2014, 2015, 2016.

The third parcel is approximately 80 acres and is located 1 (one) mile north of the first parcel in the cedar hills. This is also known as the old Bill Dahle farm.

The fourth parcel is approximately 39 acres and is located north west of the Sid Schvaneveldt farm stead. The parcel is also known as the old Bill Dahle farm.

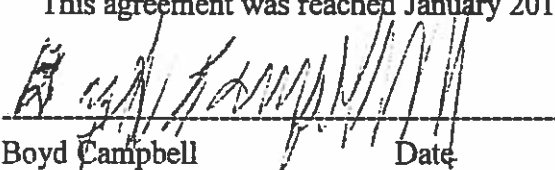
Boyd Campbell, owner, agrees to pay all property taxes, water assessments and other expenses associated with ownership of property.

Glade Schvaneveldt agrees to furnish all equipment, labor, fertilizer, seed, spray and other things that are necessary to the operation of the farm.

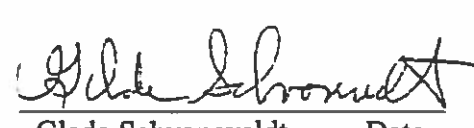
Glade Schvaneveldt shall receive two thirds (2/3) of all crops and government payments associated with these 4 (four) parcels of land.

Boyd Campbell shall receiver one third (1/3) of all crops and government payments associated with these 4 (four) parcels of land.

This agreement was reached January 2011


Boyd Campbell _____
Date

Jan. 26-2011


Glade Schvaneveldt _____
Date

Jan- 26-2011

The Marlyn Mickelson farm is in Paul Campbell's name. When it is no longer tied to F.H.A., it will return to Boyd Campbell.

Shelley Campbell
~~Paul Campbell~~

Notarized 3-21-88
Sent 7 e. Ward
Residing Smithfield UT.
Exp. 2-16-91

WARRANTY DEED

For Value Received KELLEY NICKELSEN and ROXANNE NICKELSEN,
husband and wife,

the grantor S, do hereby grant, bargain, sell and convey unto
GREEN ACRE FARMS, an Idaho Partnership,

whose current address is

the grantee, the following described premises, in Franklin County Idaho, to wit:

Township 16 South, Range 38 East of the Boise Meridian
Sections 15

and 16: Beginning at the Southwest corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$
of Section 16, and running thence East 160 rods;
thence North 260 feet; thence West 2379 feet,
more or less, to the County Road; thence South-
westerly along the County Road to the point of
beginning.

Section 21: Beginning at a point 13 rods South of the
Northeast corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 21,
and running thence West 55 rods; thence South
10 rods; thence East 55 rods; thence North 10
rods to the place of beginning.

ALSO: Commencing at a point 23 rods South and
7 rods West of the Northeast corner of the
NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 21, and running thence West
48 rods; thence South 5 rods; thence East 48
rods; thence North 5 rods to the place of
beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee,
its heirs and assigns forever. And the said Grantor do hereby covenant to and
with the said Grantee, that they are 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:

6/22/84

Kelley Nickelsen

6/22/84

Roxanne Nickelsen

STATE OF IDAHO, COUNTY OF FRANKLIN

On this 22nd day of June, 1984,
before me, a notary public in and for said State, personally
appeared

KELLEY NICKELSEN and
ROXANNE NICKELSEN, 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.

Thomas A. Quinn

Residing at Princeton, Idaho
Comm. Expires Oct. 1, 1985

Recorded at the request of

Michael D. Nune
JUN 25 1984 -p.m.

MICHAEL D. NUNE, RECORDER
By John A. Quinn Deputy
FRANKLIN COUNTY, IDAHO

WARRANTY DEED

For Value Received KELLEY MICKELSEN and ROXANNE MICKELSEN,
husband and wife,

the grantor S, do hereby grant, bargain, sell and convey unto
GREEN ACRE FARMS, an Idaho Partnership,

whose current address is

the grantees, the following described premises, in Franklin County Idaho, to wit:

Township 16 South, Range 38 East of the Boise Meridian
Sections 15

and 16: Beginning at the Southwest corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 16, and running thence East 160 rods; thence North 260 feet; thence West 2379 feet, more or less, to the County Road; thence Southwesterly along the County Road to the point of beginning.

Section 21: Beginning at a point 13 rods South of the Northeast corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 21, and running thence West 55 rods; thence South 10 rods; thence East 55 rods; thence North 10 rods to the place of beginning.

ALSO: Commencing at a point 23 rods South and 7 rods West of the Northeast corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 21, and running thence West 48 rods; thence South 5 rods; thence East 48 rods; thence North 5 rods to the place of beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor do hereby covenant to and with the said Grantee, that they are 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:

6/22/84

Kelley Mickelsen

6/22/84

Roxanne Mickelsen

STATE OF IDAHO, COUNTY OF FRANKLIN

On this 22nd day of June, 1984,
before me, a notary public in and for said State, personally
appeared

KELLEY MICKELSEN and
ROXANNE MICKELSEN, 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.

Thomas A. Quinn

Building at Princeton, Idaho
Comm. Expires Oct. 1, 1985

Recorded at the request of

Michael D. Nune
JUN 25 1984 —p.m.

MICHAEL D. NUNE, RECORDER
By Michael D. Nune Deputy
FRANKLIN COUNTY, IDAHO

WARRANTY DEED

For Value Received PHILLIP H. LITTLE and DIANN M. LITTLE, Husband and Wife, conveying their remainderman interest in the described premises and ISABELL MICKELSEN, now known as ISABELL MICKELSEN JOHNSON conveying her life estate interest in the described premises. the grantors do hereby grant, bargain, sell and convey unto

GREEN ACRE FARMS, An Idaho Partnership

whose current address is

Weston, Idaho 83286

the grantees, the following described premises, in Franklin County Idaho, to wit:

See Exhibit "A" attached hereto.

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

except for a Real Estate Mortgage dated April 15, 1982

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: 4/15/82

Isabell Mickelsen Johnson Phillip H. Little
Diann M. Little

STATE OF IDAHO, COUNTY OF FRANKLIN
On this 15th day of April, 1982
before me, a notary public in and for said State, personally
appeared

PHILLIP H. LITTLE and
DIANN M. LITTLE and
ISABELL MICKELSEN JOHNSON

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

Residing at

Comm. Expires

Recorded at the request of

William & Beathelma

APR 15 1982

MICHAEL D. KUNZ, RECORDER

By [Signature] Deputy
FRANKLIN COUNTY, IDAHO

158766-2

EXHIBIT "A"

Township 16 South, Range 38 East of the Boise Meridian,
Franklin County, Idaho

Section 21: E1/2NE1/4; ALSO, Beginning at a point 13 rods South of the Northeast corner of the Northwest Quarter of the Northeast Quarter of Section 21, running thence West 7 rods; thence South 15 rods; thence West 48 rods; thence South 20 rods, thence East 35 rods; thence South 32 rods; thence East 20 rods; thence North 67 rods to the place of beginning.

ALSO, beginning at the Northwest corner of the Northeast Quarter of the Northwest Quarter of Section 21, running thence South 80 rods; thence East 140 rods; thence North 32 rods; thence West 35 rods; thence North 48 rods; thence West 105 rods to the place of beginning.

Section 22: NW1/4NW1/4

ALSO 26.66 Shares of The Weston Creek Irrigation Company

ALSO any and all water rights decreed, deeded or otherwise running to the land.

J. M. J.
J. M. J.
J. M. J.

WARRANTY DEED

For Value Received JOHN BINGGELI, a widower and LOUISE ROGERS,
a widow, as Joint Tenants,

the grantor S, do hereby grant, bargain, sell and convey unto
GREEN ACRE FARMS, an Idaho Partnership

whose current address is Weston, Idaho

the grantee, the following described premises, in Franklin County Idaho, to wit:

Township 16 South, Range 38 East of the Boise Meridian
Section 9: Commencing at the Southwest corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$
of said Section 9, thence running North 48 rods,
thence Southeasterly following creek channel to a
point 69 rods East of the place of beginning,
thence West 69 rods to the place of beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee,
its heirs and assigns forever. And the said Grantors do hereby covenant to and
with the said Grantee, that they are the owner s 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: July 18, 1983

Louise Rogers
LOUISE ROGERS

John K. Binggeli
JOHN BINGGELI

Louise Rogers

Dortha K. Binggeli

By: LOUISE ROGERS, Co-attorney in fact By: DORTHA K. BINGGELI, Co-attorney

STATE OF IDAHO, COUNTY OF FRANKLIN
On this 18th day of July, 1983,
before me, a notary public in and for said State, personally
appeared

Dortha K. Binggeli and
Louise Rogers

in fact.

Subscribed at the request of

John K. Binggeli

SEP 2 1983 7:55 AM

MICHAEL D. KUNZ, RECORDER

By: John E. Williams Deputy
FRANKLIN COUNTY, IDAHO

known to me to be the person s whose name s are
subscribed to the within instrument, and acknowledged to
me that they executed the same.

Louise Rogers
Notary Public

Residing at 115 Preston, Idaho
Comm. Expires Lifetime

WARRANTY DEED

For Value Received

JOHN BINGGELI, a widower and LOUISE ROGERS, a widow,
as Joint Tenants,
the grantor s, do hereby grant, bargain, sell and convey unto

GREEN ACRE FARMS, an Idaho Partnership

whose current address is

Weston, Idaho

the grantee, the following described premises, in Franklin County Idaho, to wit:

Township 16 South, Range 38 East of the Boise Meridian
Section 9: Commencing at the Southwest corner of the
Southeast Quarter of the Southwest Quarter
of Section 9, thence running North 64 rods,
thence Southeasterly following the creek
channel to a point 52 rods East of the
place of beginning, thence West 52 rods to
the place of beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee,
its heirs and assigns forever. And the said Grantor s do hereby covenant to and
with the said Grantee, that they are the owner s 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: 4-22-83

Louise Rogers John Binggeli
LOUISE ROGERS JOHN BINGGELI
Louise Rogers Dorothy K. Binggeli
LOUISE ROGERS, Co-attorney in fact BY: DORTHA K. BINGGELI, Co-attorney
in fact.

STATE OF IDAHO, COUNTY OF Franklin
On this 12th day of April, 1983,
before me, a Notary Public in and for said State, personally
appeared

LOUISE ROGERS, as an individual
and JOHN BINGGELI by LOUISE ROGERS
and DORTHA K. BINGGELI as Co-
Attorneys in fact.
known to me to be the person s whose name s are
subscribed to the within instrument, and acknowledged to
me that they executed the same.

[Signature]
Notary Public
Residing at Preston, Idaho
Comm. Expires Lifetime

Received of the request of
William & Catherine

APR 22 1983 5:05 pm

MICHAEL B. KUNTZ-RECORDER
By [Signature]
FRANKLIN COUNTY, IDAHO

154175

WARRANTY DEED

For Value Received

NORMAN D. FONNESBECK and DONNA G. FONNESBECK,
husband and wife,

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

JAY NORMAN FONNESBECK and SHARALYN G. FONNESBECK,
husband and wife,

whose current address is Weston, Idaho 83286

the grantees, the following described premises, in Franklin County Idaho, to wit:

Township 16 South, Range 38 East of the Boise Meridian

Section 9: Beginning at a point 234 feet East of the Southwest
corner of the SW $\frac{1}{4}$ SW $\frac{1}{4}$, thence North 160 feet; thence
East 362 feet; thence South 160 feet; thence West
362 feet to the point of beginning.

GRANTORS herein reserve the right of first
option to purchase back said property if
GRANTEE decides to resell.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees,
their heirs and assigns forever. And the said Grantor s do hereby covenant to and
with the said Grantee s that the y are the owner s in fee simple of said premises; that they are free
from all incumbrances

and that the y will warrant and defend the same from all lawful claims whatsoever.

Dated: October 2, 1980

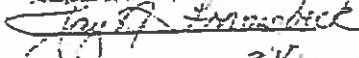
STATE OF IDAHO, COUNTY OF FRANKLIN
On this 2ND day of October, 1980,
before me, a notary public in and for said State, personally
appeared

NORMAN D. FONNESBECK and
DONNA G. FONNESBECK,
husband and wife,

known to me to be the person s whose name s are
subscribed to the within instrument, and acknowledged to
me that they executed the same.


Residing at 0710 Preston
Comm. Expires Lifetime
Notary Public,
Idaho

Recorded at the request of


OCT 6 1980 3:10 p.m.

MICHAEL D. KUNZ-RECORDER
By  Deputy
FRANKLIN COUNTY, IDAHO

Furnished by the AMERICAN LAND TITLE CO.

158352

Recorded at the request of
Graig P. Clark
11:00 MAR 1 1982 — p.m.

MICHAEL D. KUNZ, RECORDER
Michael D. Kunz Deputy
FRANKLIN COUNTY, IDAHO

Reception

Indexed

WARRANTY DEED

FOR VALUE RECEIVED, PAUL BECK, of Franklin county, State of Idaho, GRANTOR,

DO HEREBY GRANT, BARGAIN, SELL AND CONVEY UNTO:

NORMAN D. FONNESBECK AND JAY NORMAN FONNESBECK
as Trustees of the NORMAN D. AND DONNA J.
FONNESBECK FAMILY LIVING TRUST,

GRANTEES,

of Post Office Box 22, Weston,
Franklin County, State of Idaho 83286,

the following described premises in Franklin County, State of Idaho:

All of the real property, in which Grantors have any interest, lying North and West of the Weston-Clarkston County Highway in Franklin County, Idaho, and further described as follows:

The Northeast quarter of Section 20; the Southeast quarter of the Southeast quarter of Section 17; and the South half of the Southwest quarter, and the Southwest quarter of the Northwest quarter of Section 16, all in Township 16 South, Range 38 East of the Boise Meridian.

ALSO: The West half of the Northwest quarter of Section 21, Township 16 South, Range 38 E.B.M.

ALSO: That part of the Southeast quarter of the Northwest quarter of Section 21, Township 16 South, Range 38 E.B.M. lying North and West of the Weston-Clarkston County Highway; and that part of the West half of the Southwest quarter of Section 21, Township 16 South, Range 38 E.B.M. lying North and West of the Weston-Clarkston County Highway.

ALSO: That small triangular part of the Northwest quarter of Section 28, Township 16 South, Range 38 E.B.M. lying North and West of the Weston-Clarkston County Highway.

TOGETHER with all water rights owned by Grantors in Black Canyon Creek, appurtenant to above-described lands, said water rights comprising approximately 2/5 of the flow of said Black Canyon Creek, said creek running through lands granted herein, AND ALSO

The Northeast quarter of the Southwest quarter and the Northwest quarter of the Southeast quarter of Section 8, Township 16 South, Range 38, East Boise Meridian.

COMMENCING at the Northeast corner of the Northwest quarter of the Southeast quarter of Section 8, Township 16 South, Range 38 East Boise Meridian, running thence South 80 rods; thence East 20 rods; thence North 80 rods; thence West 20 rods to place of BEGINNING.

COMMENCING at the Southwest corner of the Northeast quarter of Section 8, Township 16 South, Range 38 East Boise Meridian, running thence North 68 rods; thence Southeast 148 rods to a point 28 rods West of the Southeast corner of said quarter section; thence West 132 rods to place of BEGINNING.

BEGINNING at the Southeast corner of the Northwest quarter of Section 8, Township 16 South, Range 38 East Boise Meridian, running thence North 245 feet, thence Northwest along Weston Canyon Road 165 feet, more or less, thence South 412 feet, thence East 125 feet to the place of BEGINNING.

Southwest quarter Southwest quarter Section 9, Township 16 South, Range 38 East, Boise Meridian. East 10 rods of the Southeast quarter Southeast quarter, Section 8, Township 16 South, Range 38 East Boise Meridian.

BEGINNING 30 rods East from Northwest corner South half Southwest quarter Section 13, Township 16 South, Range 38 East Boise Meridian, thence North 26 rods; thence East 32 rods, thence South 37 rods, thence Northwesterly to point 10 rods South place of BEGINNING; thence North 10 rods to place of BEGINNING.

BEGINNING at a point which is arrived at by running 61 rods East from Southwest corner Southwest quarter Section 13, Township 16 South, Range 38, East Boise Meridian, thence Northwesterly along county road 59 rods to point of BEGINNING; thence East 39 rods; thence Northeast 30 rods to North line of South half Southwest quarter said Section 13; thence West 297 feet, more or less, to point 62 rods East of Northwest corner South half Southwest quarter said Section 13, thence South 12 rods; thence Westerly to point 10 rods South of North line of South half Southwest quarter said Section 13, and due North of place of BEGINNING, thence South to place of BEGINNING;

AND ALSO BEGINNING at a point 283 feet East of a point 1392 feet North of the Southeast corner of Section 14, Township 16 South, Range 38 East Boise Meridian; thence South $87^{\circ}13'$ West 324 feet to a point 40.77 feet West of a point 1376.01 feet North of the Southeast corner of said Section 14; thence North $40^{\circ}48'$ West 127.89 feet; thence South $76^{\circ}52'$ West 125.45 feet; thence South $1^{\circ}00'$ West 60.10 feet; thence South $67^{\circ}30'$ East 44 feet; thence North $87^{\circ}13'$ East 170 feet, be it more or less, to a point that is 40.77 feet West of a point 1376.01 feet North of the Southeast corner of said Section 14; thence retracing the first course North $87^{\circ}13'$ East 324 feet to the place of BEGINNING;

AND ALSO a part of the Southwest quarter of Section 13, and a part of the Southeast quarter of Section 14, Township 16 South, Range 38 East of the Boise Meridian; BEGINNING at a point in the East line of the Southeast quarter of said Section 14, North $00^{\circ}26'$ East 941 feet of the Southeast corner of said Section 14; thence East 461.70 feet; thence North 379 feet; thence West 132 feet; thence North $32^{\circ}02'$ West 411 feet; thence South 164.5 feet; thence West 222 feet; thence South $76^{\circ}51'$ West 139.30 feet; thence South $1^{\circ}00'$ West 254 feet; thence South $65^{\circ}30'$ East 90 feet; thence South $9^{\circ}55'$ East 226.40 feet to a point that is 141 feet West of a point 941 feet North of the Southeast corner of said Section 14; thence East 147.05 feet, more or less, to the place of BEGINNING and containing 7.74 acres, more or less. SUBJECT TO a right-of-way 20 feet in

158352

width, BEGINNING at a point (see map drawn by Eugene Schaub #263 and made a part hereof) and extending as shown in ingress and egress to adjoining properties,

AND ALSO all machinery, equipment, trucks, vehicles and livestock, and replacements thereof, and brand on the left hip.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said GRANTEEES, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantees, that he is the owner in fee simple of said premises; that they are free from all encumbrances, and that he will warrant and defend the same from all lawful claims whatsoever.

DATED this 23rd day of February, 1981.

Paul Beck
PAUL BECK

STATE OF Utah)
COUNTY OF Salt Lake) ss.

I hereby certify that on the 23rd day of February, 1981, personally appeared before me PAUL BECK, the signer of the foregoing WARRANTY DEED, who being by me duly sworn did acknowledge to me that he executed the same.

M. Karacay Benington
NOTARY PUBLIC
Residing at: Salt Lake City, Utah



WARRANTY DEED

For Value Received NORMAN D. FONNESBECK, a married man, joined in by his wife, LOU N. FONNESBECK, as to any community property interest she may have therein,

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

JAY NORMAN FONNESBECK and SHARALYN G. FONNESBECK,
husband and wife,

whose current address is Route #1, Box 17
Weston, Idaho 83286

the grantee, the following described premises, in Franklin County Idaho, to wit:

Township 16 South, Range 38 East of the Boise Meridian
Section 16: SE $\frac{1}{4}$ SW $\frac{1}{4}$.

TOGETHER WITH all water rights owned by grantors in BLACK CANYON CREEK, appurtenant to above-described lands, said water rights comprising approximately 2/5 of the flow of said BLACK CANYON CREEK, said creek running through lands granted herein.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor do hereby covenant to and with the said Grantee, that he the owner in fee simple of said premises; that they are free from all incumbrances

and that he will warrant and defend the same from all lawful claims whatsoever.

Dated:

Norman D. Fonnesebeck
Lou N. Fonnesebeck

STATE OF IDAHO, COUNTY OF

On this 12 day of August, 1983,
before me, a notary public in and for said State, personally
appeared

NORMAN D. FONNESBECK and
LOU N. FONNESBECK, husband and
wife,

known to me to be the persons whose names are
subscribed to this within instrument, and acknowledged to
me that they executed the same.

Norman D. Fonnesebeck
Notary Public

Residing at
Comm. Expires

Preston
1986

, Idaho

Recorded at the request of

Jay Fonnesebeck

SEP 2 1983 11:54

MICHAEL D. KUNZ, RECORDER

By John E. Johnson Deputy
FRANKLIN COUNTY, IDAHO

170123

WARRANTY DEED

For Value Received GREEN ACRE FARMS, an Idaho Partnership

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

JAY NORMAN FONNESBECK and SHARALYN G. FONNESBECK,
husband and wife,

whose current address is Weston, Idaho 83286

the grantees, the following described premises, in Franklin County Idaho, to wit:

Township 16 South, Range 38 East of the Boise Meridian

Section 9: Commencing at the Southwest corner of the Southeast Quarter of the Southwest Quarter of Section 9, thence running North 64 rods, thence Southeasterly following the creek channel to a point 52 rods East of the place of beginning, thence West 52 rods to the place of beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee S, that they are 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: July 3, 1985

Melvin C. Green
By: Melvin C. Green, Partner in
Green Acre Farms

Jay Norman Fonnesebeck
By: Jay Norman Fonnesebeck, Partner
in Green Acre Farms

STATE OF IDAHO, COUNTY OF FRANKLIN
On this 3rd day of July, 1985,
before me, a notary public in and for said State, personally
appeared MELVIN C. GREEN and
JAY NORMAN FONNESBECK, partners
in GREEN ACRE FARMS, an Idaho
Partnership,

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

Notary Public
Residing at Swan Lake, Idaho
Bond Expires March 25, 1988

Recorded at the request of
Jay Norman Fonnesebeck
AUG 22 1985 1:30 p.m.
CORRIE L. KELLER, RECORDER
By Jay Norman Fonnesebeck Deputy
FRANKLIN COUNTY, IDAHO.

Furnished by the AMERICAN LAND TITLE CO., Postville, Idaho

178662

WARRANTY DEED

For Value Received ALMA NELSON and BETTY J. NELSON,
husband and wife,

the grantors, do hereby grant, bargain, sell and convey unto

GREEN ACRE FARMS, an Idaho Partnership

whose current address is

the grantees, the following described premises, in Franklin County Idaho, to wit:

Township 16 South, Range 38 East of the Boise Meridian
Section 21: Beginning at the Northeast corner of the NW $\frac{1}{4}$
of the NE $\frac{1}{4}$ of Section 21, thence running West
55 rods, thence South 13 rods, thence East 55
rods, thence North 17 rods to the place of
beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee,
its heirs and assigns forever. And the said Grantors do hereby covenant to and
with the said Grantee, that they are 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: 9/13/88

Alma Nelson

Betty J. Nelson

STATE OF IDAHO, COUNTY OF

On this 17th day of Sept, 19 88,
before me, a notary public in and for said State, personally
appeared

ALMA NELSON and
BETTY J. NELSON, 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.

NOTARY

Notary Public

Residing at 1111 E. Fall, Idaho
Comm. Expires 10-24

Recorded at the request of

Jay Forecheck

1:55
a.m. OCT 28 1988 p.m.

CORRIE L. KELLER, Notary Public

By: Jay Forecheck
FRANKLIN COUNTY, IDAHO

Recorded at the request of

Keith Buttars

202407

9:20 a.m. MAY 22 1998 p.m.

V. ELLIOTT LARSEN, RECORDER

By Camille Larsen Deputy

FRANKLIN COUNTY, IDAHO

QUIT CLAIM DEED

For Value received E. KEITH BUTTARS and GEORGIA L. BUTTARS,
Trustees of the BUTTARS FAMILY TRUST U/A/D November 14, 1994,
Grantor(s),

do(es) hereby convey, release, remise and forever quit claim unto NORMAN D.
FONNESBECK and JAY NORMAN FONNESBECK, as Trustees of the NORMAN
D. and DONNA ~~J.~~ FONNESBECK FAMILY LIVING TRUST, Grantee(s),
G.

the following described premises, to-wit:

Township 16 South, Range 38 East of the Boise Meridian, Franklin
County, Idaho.

Section 16 and 17: Commencing at the Northeast corner of the
NW1/4NW1/4 of Section 16, and running thence South 1150 feet, more or
less, to the North right of way line of Black Canyon Road; thence
Westerly along Black Canyon Road to the West line of the NE1/4NE1/4
of Section 17; thence North 950 feet, more or less, to the North
line of Section 17; thence East along said North line to the
POINT OF BEGINNING.

EXCEPT right of way for Weston Canyon and Black Canyon Roads.

together with their appurtenances.

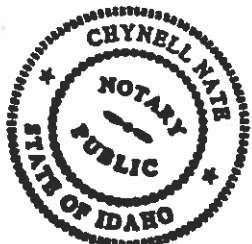
Dated: 5-22-98

X E. Keith Buttars X Georgia L. Buttars

State of Idaho

County of Franklin

On this 22 day of May, 1998, before me, a Notary Public in and for said State,
personally appeared E. Keith Buttars and Georgia L. Buttars,
known or identified to me (or proved to me on oath of _____, to be the person(s) whose
name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.
In witness whereof I have set my hand and affixed my official seal the day and year in this certificate first
above written.



Chynell Noto
Notary Public State of Idaho
Residing at: Preston, Idaho
Commission Expires: 5-13-2004

253526

Recorded at the request of
Lewiston State Bank

11:17 a.m. DEC 15 2011 p.m.

SHAUNA T. GEDDES, RECORDER
By C. Kaven Deputy
FRANKLIN COUNTY, IDAHO

WARRANTY DEED

For Value Received, Jay Norman Fannesbeck as Successor Trustee of the Norman D. and Donna J. Fannesbeck Family Living Trust

Hereinafter called the Grantors, hereby grant, bargain, sell and convey unto

Jay Norman Fannesbeck and Sharalyn G. Fannesbeck, husband and wife

whose address is: 6022 W. Hwy 36, Weston, ID 83286

Hereinafter called the Grantee, the following described premises situated in FRANKLIN County, Idaho, to-wit:

Township 16 South, Range 38 East of the Boise Meridian, Franklin County, Idaho

Section 20: The Northeast quarter (NE¼).
(RP02541.00)

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

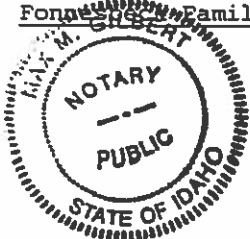
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: 12-15-2011

Jay Norman Fannesbeck
Jay Norman Fannesbeck, Successor Trustee

State of IDAHO
County of FRANKLIN; ss

On this 15 day of December, in the year 2011, before me, a Notary Public in and for said State, personally appeared Jay Norman Fannesbeck, known or identified to me to be the person whose name is subscribed to the within instrument as the Successor Trustee of the Norman D. and Donna J. Fannesbeck Family Living Trust, and acknowledged to me that he/she/they executed the same as such Successor Trustee of the Norman D. and Donna J. Fannesbeck Family Living Trust.



Mary G. Gilbert
Notary Public State of IDAHO
Residing at: FRANKLIN
Commission Expires: 3-6-2012