

Notice of Change in Water Right Ownership

RECEIVED

APR 23 2012

Department of Water Resources
Eastern Region

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
74-15836	Yes ☐	(Split into 74-15995)	Yes ☐	74-15836	Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Vergil O Olson
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Harvey JB Young and/or Susanne S Young
Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☒ and/or

PO Box 1954
Mailing address

Brookings OR 97415
City State ZIP

541 469 2422 Fishhawk 51 @ hotmail.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: July 23, 1993

6. 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.

7. Signature: Harvey JB Young owner 4/17/2012
Signature of new owner/claimant Title, if applicable Date

Signature: Susanne S Young owner 4/17/2012
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by [Signature] Date 5/31/2012 Receipt No. E037658 Receipt Amt. \$100.-

Approved by INT/JPB Processed by MH Date 3/15/2012

SUPPORT DATA

IN FILE # 74-15836

Warranty Deed

For Value Received

CHARLEY A. SIMMONS AND SHIRLEY A. SIMMONS, husband and wife

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

HARVEY J. B. YOUNG AND SUZANNE S. YOUNG, husband and wife

whose current address is

BOX 1954
BROOKINGS, OR 97415

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

LOT 5 OF COUNTRY LIVING SUBDIVISION ACCORDING TO THE OFFICIAL
PLAT THEREOF FILED FOR RECORD IN BOOK 5 OF PLATS AT PAGE NO.
26, RECORDS OF LEMHI COUNTY, IDAHO.

State of Idaho) **219334**
County of Lemhi) ss. No. _____

This instrument was filed for record at
the request of American Land 2nd
at 2:09 o'clock pm 8-9 1993
and duly filed and indexed in the
records of Lemhi County

Alberta Wiederick

Ex-Officio Recorder

By Leri J. Norton Deputy

Fees: 300

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee S
their heirs and assigns forever. And the said Grantor S do hereby covenant to and with the said
Grantee S, that they're the owner 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: AUGUST

Charley A. Simmons
CHARLEY A. SIMMONS

Shirley A. Simmons
SHIRLEY A. SIMMONS

STATE OF IDAHO, COUNTY OF LEMHI
On this day of AUGUST, 19 93
before me, a notary public in and for said State, personally appeared

CHARLEY A. SIMMONS AND
SHIRLEY A. SIMMONS

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.

LAURIE M. SANTEE Notary Public
Residing at SALMON, Idaho
Comm. Expires 6-19-1995

Sammy Styer
Notary Public for the State of Montana
RESIDING AT LEWISTOWN
My Commission Expires 2-1-94

112095 REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS DOCUMENT IS INTENDED TO BE A LEGALLY BINDING AGREEMENT. DO NOT SIGN THIS DOCUMENT UNLESS IT IS FULLY COMPLETED AND YOU COMPLETELY UNDERSTAND BOTH THE FRONT AND BACK OF IT. YOU SHOULD CONSULT YOUR ATTORNEY BEFORE YOU SIGN THIS AGREEMENT OR ANY OTHER DOCUMENT THAT IS INTENDED TO BE A LEGALLY BINDING AGREEMENT.

AGREEMENT. The undersigned buyer(s) agree to buy, and the undersigned seller(s) agree to sell, the property described below, at the price and terms described herein.

Buyer's Signature: [Signature] Date: July 2, 1993 Seller's Signature: _____ Date: _____
Buyer's Signature: _____ Date: _____ Seller's Signature: _____ Date: _____

State of _____)
County of _____) ss

On this _____ day of _____, 199____, before the undersigned, a Notary Public, personally appeared _____

_____ known to me to be the person(s) who signed this agreement and acknowledged to me that _____ he executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for _____ Residing at _____ My bond expires _____, 199____

SPECIFIC TERMS AND DETAILS OF AGREEMENT:

[1] Legal
Description: Lot No. 5 of Country Living Estates
Subdivision consisting of 7.5 acres belonging
to Charley and Shirley Simmons.

[2] Property
Address: East on Old Lemhi Road
Salmon (City), Lemhi (County), Idaho.

[3] Amount of Earnest Money: Five Hundred and No/100's Dollars
(\$ 500.00**) Receipt Acknowledged by: [Signature]

[4] Form of Earnest Money: ☒ Personal Check ☐ Cashiers Check ☐ Cash
☐ Promissory Note ☐ Other (Describe in "Additional Terms of Purchase").

[5] Total Price of Property: Eighteen Thousand Five Hundred and 00/100
(\$ 18,500.00)

[6] Financing: ☒ Cash ☐ FHA ☐ VA ☐ IHA
☐ Conventional ☐ Assume Seller's Loan
☐ Seller Financing (Describe in "Additional Financing Terms", below)

[7] Down Payment: N/A
(\$ N/A)

[8] Additional Financing Terms: N/A

[9] Contingencies: ☒ None (No Contingencies Apply)
Contingent on Financing: ☐ Yes ☐ No
Contingent on sale of buyer's home: ☐ Yes ☐ No
Other Contingency (Describe in "Additional Financing Terms"): ☐ Yes ☐ No
Maximum interest rate for Buyer's loan: _____ %
Maximum number of points _____
Seller is obligated to pay: _____
Maximum cost of lender/code repairs to be paid by Seller: \$ _____
Property to remain on market: ☐ Yes ☐ No

[10] Date of Closing: August 6, 1993 Possession: At closing

[11] Closing to be performed by: American Land Title Co.

[12] Title Insurance to be provided by (Title Company): American Land Title Co.

[13] Property Specifically INCLUDED in Sale: All mineral and water rights apurtenant thereto.

[14] Property Specifically EXCLUDED from Sale: N/A

[15] Offer subject to Acceptance by (Date): 6-30-93 (Time): Midnight

[16] Listing Broker: Salmon Real Estate Selling Broker: Salmon Real Estate

[17] Responsible Broker: Steve Sayer Amount of Commission: 6%

[18] AGENCY DISCLOSURE: At the time of signing this agreement the agent working with the buyer represented Seller and the agent working with the seller represented Seller. Each party signing this document confirms that prior written disclosure of agency was provided to him/her in this transaction. Each party to this transaction has read and understands the contents of the agency disclosure brochure previously received.

[19] Parties to Transaction: Husband and Wife
Buyer's Name(s): Suzanne S. & Harvey J.B. Young

Address: Box 1954

City, State, Zip: Brookings, Oregon 97415

Seller's Name(s): Charley & Shirley Simmons

Address: Rt. 1 Box 1855

City, State, Zip: Lewis Town, MT 59457

[20] Additional Terms of Purchase: N/A

Buyer hereby receipts for a copy of this agreement with the seller's signature showing seller's acceptance of offer OR agent certifies that the buyer's copy with seller's acceptance was sent to buyer via certified mail.

Signature: _____ Date: _____

The provisions on the BACK of this form are also a part of this agreement. Buyer's Initials: SS Seller's Initials: _____

AMERICAN LAND TITLE COMPANY

AUGUST 16, 1993

HARVEY J.B. YOUNG
P.O. BOX 1954
BROOKINGS, OR 97415

ORDER No. 6-5644-G
LOAN No.
REFERENCE YOUNG/SIMMONS

Dear Mr. Young,

In connection with the above transactions, we enclose:

- Standard ☒ Owner's Policy No. 13 0034 60 000567
- ☒ Policy of Title Insurance ALTA ☐
- ☒ Escrow closing statement and related papers, copies
- ☐ Our Check # in the amount of \$
- ☒ Deed from SIMMONS, original
- ☐ Deed of Trust executed by
- ☐ Original Note for \$ made by
in favor of
- ☐ Copy of recorded documents which you requested
- ☐ Receipted tax bill
- ☐ Commitment for Title Insurance
- ☐ Deed of Reconveyance for Deed of Trust No.
- ☒ Statement No. 6-01314 (paid from closing)
- ☐
- ☐
- ☐
- ☐
- ☐

Any recorded document to which you are entitled will be forwarded.

Thank you for giving us the opportunity of serving you.

AMERICAN LAND TITLE COMPANY, INC.

By ... *Brenda Williams* ...
BRENDA WILLIAMS

ENC.

Country Living Sub.

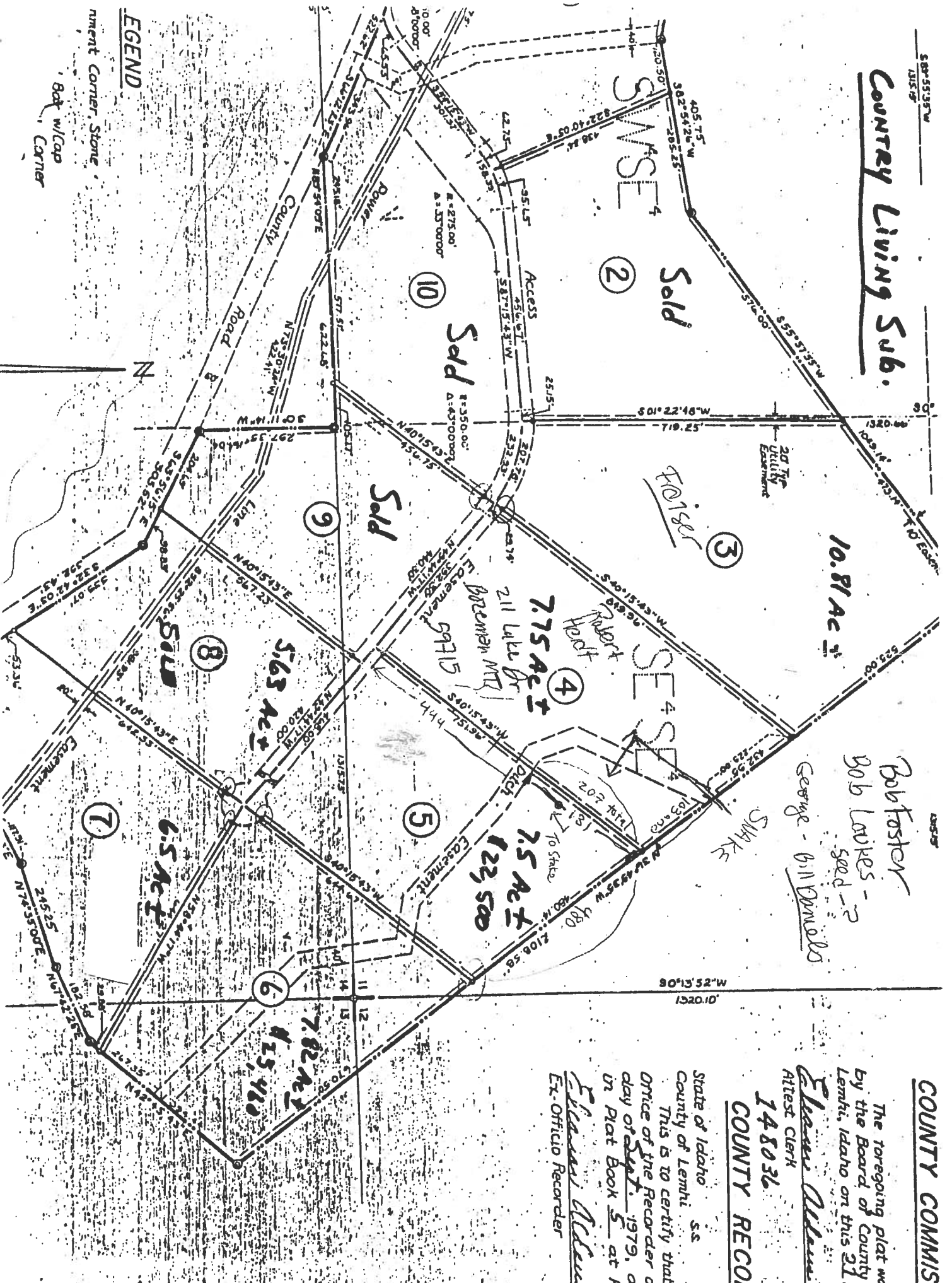
Bob Foster
Bob Latkes -
seed - ?
George - Bill Daniels

The foregoing plat was by the Board of County Lemhi, Idaho on this 21,

Elmer Adams
Attest Clerk

148036
COUNTY RECORDS

State of Idaho ss
County of Lemhi
This is to certify that
Office of the Recorder on
day of Sept. 1979, a
in Plat Book 5 at f
Edwain Allen
Ex-Officio Recorder



COUNTRY LIVING

CERTIFICATE OF OWNERS

This is to certify that the undersigned are the contract purchasers of the following described property:

A parcel of land located in the NE 3/4, S 34, E 34, Section 11, the NE 1/4, Section 14, the NW 1/4, Section 13 and the SW 1/4, Section 12, T 21 N, R 22 E, B 1 M, Lemhi County, Idaho, more particularly described as follows:

Commencing at the Southeast Corner of Section 11, from which the East 1/4 Corner of said Section 11 bears N 0° 15' 52" E, a distance of 1315.73 feet on a bearing of S 89° 54' 09" W to the REIL POINT OF BEGINNING.

Thence S 0° 11' 14" W, 297.35 feet to a point on the North side of a county road;

Thence the following courses and distances along said North side:

S 63° 56' 15" E, 303.52 feet;
S 32° 42' 03" E, 392.43 feet;
S 80° 55' 34" E, 306.25 feet;
Thence N 66° 05' 43" E, 228.57 feet;
Thence N 74° 35' 00" E, 245.25 feet;
Thence N 67° 42' 25" E, 182.58 feet;
Thence N 42° 45' 43" E, 237.23 feet;
Thence N 02° 15' 43" E, 143.04 feet;
Thence N 36° 49' 36" W, 2201.09 feet to a point on an existing fence;

Thence the following courses and distances along said fence:

S 43° 43' 15" W, 28.23 feet;
S 55° 57' 55" W, 1049.14 feet;
S 82° 54' 26" W, 405.75 feet;
N 78° 02' 06" W, 454.53 feet;
Thence S 0° 16' 39" W, 298.78 feet to a point on the North side of a county road;

Thence the following courses and distances along said North side:

S 31° 34' 30" E, 405.15 feet;
S 66° 12' 23" E, 522.68 feet to the REIL POINT OF BEGINNING.

Thence N 83° 54' 09" E, 622.68 feet to the REIL POINT OF BEGINNING.

Said parcel contains 74.685 Acres.

That it is the intention of the undersigned to, and they do, hereby include said land in this plat. The easements indicated on this plat are not dedicated to the public but the right to use said easements is hereby perpetually reserved for public utilities and private roads, and no structures other than for such utility purposes are to be erected within the lines of said easements.

Tom Tangle
Bernie Tangle

ACKNOWLEDGEMENT

State of Alaska SS
County of _____
On this 22nd day of May, 1979, before me, a Notary Public in and for said state, personally appeared the persons whose names are subscribed to the foregoing Certificate of Owners 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.

Lynne J. McMichael
Notary Public for the State of Alaska
My commission expires 11/21/81

Located in the S 34, E 34, Section 11, SW 1/4, Section 12, NW 1/4, Section 13, & NE 1/4, Section 14, T 21 N, R 22 E, B 1 M, Lemhi County, Idaho

CERTIFICATE OF ENGINEER

This is to certify that I, James S. Johnson, a Registered Professional Engineer in the State of Idaho, made the survey of the land as described in the Certificate of Owners and designated herein as Country Living and that this plat, comprised of two sheets, is a true and correct representation of said survey as made and staked by me on said land.

ACKNOWLEDGEMENT

State of Idaho SS
County of Lemhi
On this 22nd day of May, 1979, before me, a Notary Public in and for said state, personally appeared James S. Johnson known to me to be the person whose name is subscribed to the foregoing Certificate of Engineer, and acknowledged to me that he 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.

James S. Johnson
Notary Public for the State of Idaho

COUNTY PLANNING AND ZONING COMMISSION'S ACCEPTANCE

This plat was accepted and approved by the Planning and Zoning Commission of Lemhi County, Idaho, on this 22nd day of May, 1979.

COUNTY COMMISSIONERS' ACCEPTANCE

The foregoing plat was duly accepted and approved by the Board of County Commissioners of the County of Lemhi, Idaho, on this 22nd day of May, 1979.



Johnson, Couch
engineers - surveyors
solomon - idaho

COUNTY RECORDER'S CERTIFICATE

State of Idaho SS
County of Lemhi
This is to certify that the foregoing plat was filed the Office of the Recorder of Lemhi County, Idaho on the day of May, 1979, at 4:12 p.m. and duly recorded Plat Book 5 at Page 16.

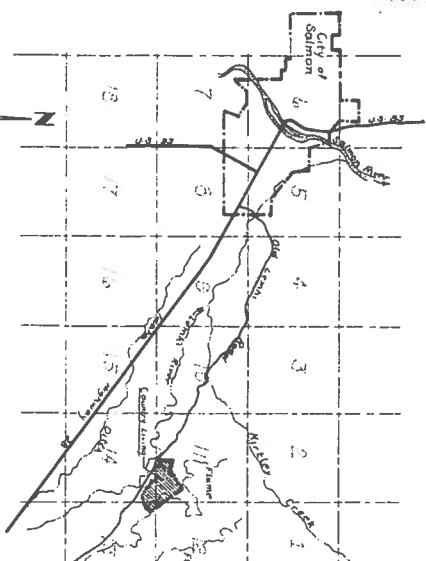
Elaine Allen
Ex-Officio Recorder

SANITARY RESTRICTIONS

The Sanitary Restriction of Section 50-1326, Idaho Code is hereby certified as satisfied subject to the following requirements:

There shall not be any kind of construction or placement of dwellings upon any of the lots of this subdivision, a valid individual sewage disposal permit has been obtained from the District Health Department for the use of any portion of this subdivision shall to the possession of any purchaser a copy of the SANITARY REGULATIONS AND RECOMMENDATIONS as attached hereto and hereby made a legal and binding instrument upon a portion of this subdivision.

By _____ Title _____
Date: _____



VICINITY MAP

COUNTY COMMISSIONERS' ACCEPTANCE

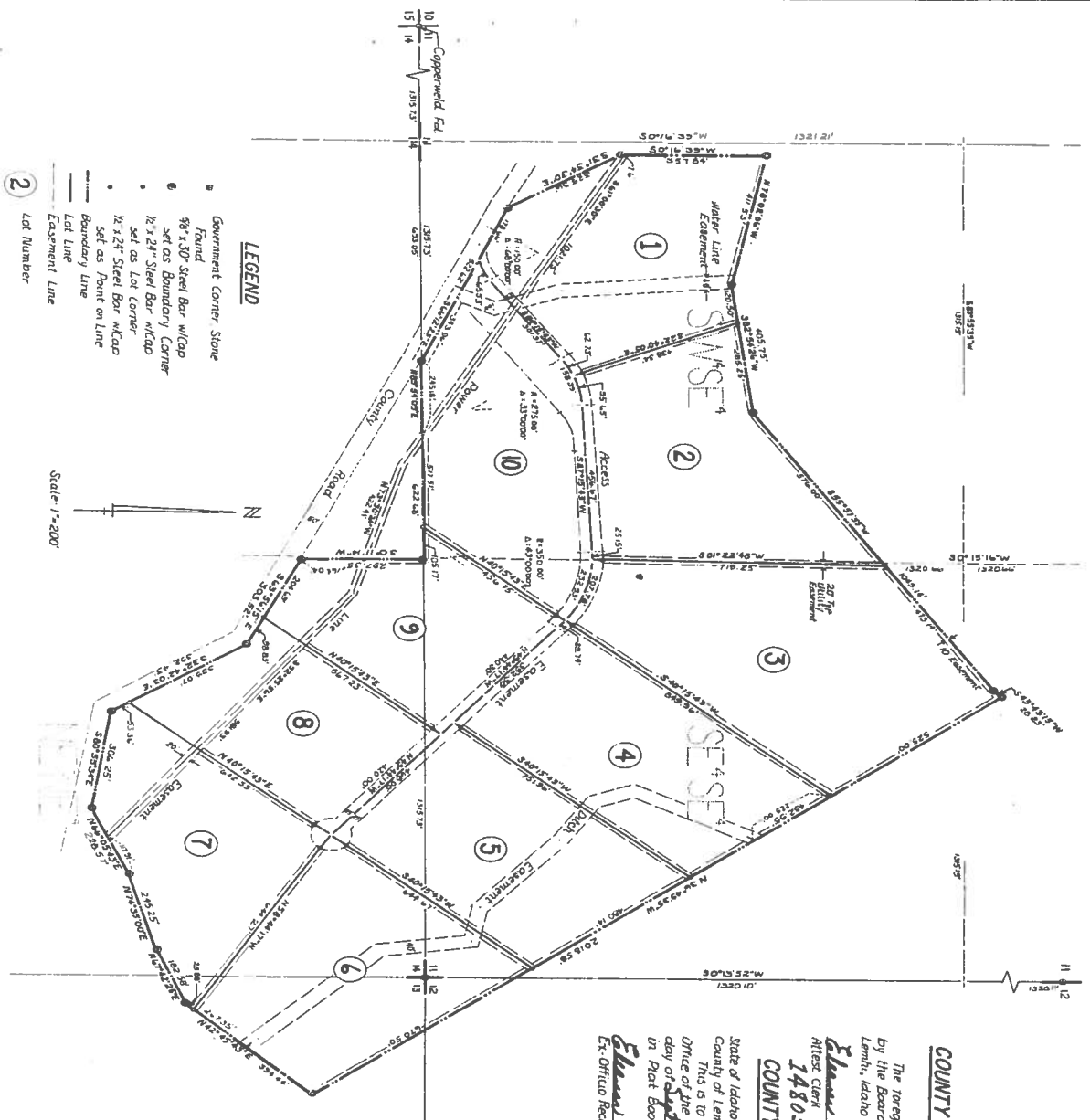
The foregoing plat was duly accepted and approved by the Board of County Commissioners of the County of Lemhi, Idaho on this 21 day of Aug. 1979.

Elmer Allen
Attest Clerk
John Dennis
Chairman

COUNTY RECORDERS CERTIFICATE

State of Idaho ss
County of Lemhi ss
This is to certify that the foregoing plat was filed in the Office of the Recorder of Lemhi County, Idaho on this 5 day of Sept. 1979, at 2:05pm, and duly recorded in Plat Book 5 at Page 26.

Elmer Allen
Ex-Officio Recorder



- LEGEND**
- Government Corner Stone
 - Found
 - 96"x30" Steel Bar w/ Cap
 - set as Boundary Corner
 - 1/2"x24" Steel Bar w/ Cap
 - set as Lot Corner
 - 1/2"x24" Steel Bar w/ Cap
 - set as Point on Line
 - Boundary Line
 - Lot Line
 - Lot Number

Scale 1"=200'



CHARLEY A. SIMMONS AND SHIRLEY A. SIMMONS, husband and wife

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

HARVEY J. B. YOUNG AND SUZANNE S. YOUNG, husband and wife

whose current address is

BOX 1954
BROOKINGS, OR 97415

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

LOT 5 OF COUNTRY LIVING SUBDIVISION ACCORDING TO THE OFFICIAL
PLAT THEREOF FILED FOR RECORD IN BOOK 5 OF PLATS AT PAGE NO.
26, RECORDS OF LEMHI COUNTY, IDAHO.

State of Idaho) 219334
County of Lemhi) ss No.

This instrument was filed for record at
the request of American Land Title
at 2:09 o'clock p.m. 8-9-93
and duly filmed and indexed in the
records of Lemhi County

Alberta Wiederrich
Ex-Officio Recorder
By Terri J. Norton Deputy
Fees: 3.00

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee S
their heirs and assigns forever. And the said Grantor S do hereby covenant to and with the said
Grantee S, that he're 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: AUGUST

Charley A. Simmons
CHARLEY A. SIMMONS

Shirley A. Simmons
SHIRLEY A. SIMMONS

STATE OF IDAHO, COUNTY OF LEMHI
On this day of AUGUST, 19 93
before me, a notary public in and for said State, personally appeared

CHARLEY A. SIMMONS AND
SHIRLEY A. SIMMONS

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.

LAURIE M. SANTEE
Residing at SALMON
Comm. Expires 6-19-1995

Notary Public
Idaho

Sammy, Dyer
Notary Public for the State of Montana
RESIDING AT LEWISTOWN
My Commission Expires 2-1-94

WARRANTY DEED

For Value Received

THOMAS H. TINGLE AND BERNADINE TINGLE, husband and wife

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

CHARLEY A. SIMMONS AND SHIRLEY A. SIMMONS, husband and wife

whose current address is

RT. 1, BOX 1855
LEWISTON, MT 59457

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

LOTS 2, 3, 4, 5, 6, 7 AND 8 OF COUNTRY LIVING SUBDIVISION
ACCORDING TO THE OFFICIAL PLAT THEREOF FILED FOR RECORD
IN BOOK 5 OF PLATS AT PAGE NO. 26, RECORDS OF LEMHI COUNTY,
IDAHO. . .

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 Grantees, 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: JUNE July 1 1993

Thomas H. Tingle
THOMAS H. TINGLE

Bernadine Tingle
BERNADINE TINGLE

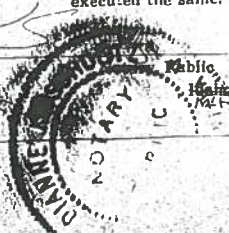
Montana

STATE OF ~~IDAHO~~, COUNTY OF LAKE
On this 7th day of July JUNE, 19 93,
before me, a notary public in and for said State, personally
appeared

THOMAS H. TINGLE AND
BERNADINE TINGLE

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 Polson,
Comm. Expires 4-26-94



State of Idaho
County of Lemhi

219062

as No.

This instrument was filed for record at
the request of American Land Title
at 2:49 o'clock p.m. July 1 1993
and duly filmed and indexed in the
records of Lemhi County

Alberta Wiederrick

Ex-Officio Recorder

By Debra J. Jallou Deputy

Fees: 3.00

5
SNOOK & SNOOK
Attorneys at Law
Box 1227
Salmon, Idaho 83467
Phone 756-2714

STATE OF IDAHO Iss. NO. 171937
COUNTY OF LEMHI

This instrument was filed for record at the request of
Snook Law Office

1:56 P. M. June 5 19 84

and duly filed and indexed in the
Deed Records of Lemhi County,
Idaho.

Richard J. Snook
Ex-Officio Recorder

WARRANTY DEED

By _____ Deputy
Fees: \$4.00 pd

1
2
3 ELI SMITH and HELEN G. SMITH, husband and wife, GRANTOR(S),
4 of Box 1161, Salmon, County of Lemhi, State of Idaho, hereby
5 CONVEYS or GRANTS and WARRANTS TO THOMAS H. TINGLE and BERNIE
6 TINGLE, husband and wife, of Box 10227, Dillingham, Judicial
7 District of Anchorage, State of Alaska, GRANTEE(S) for the
8 sum of FORTY EIGHT THOUSAND FIVE HUNDRED FORTY AND 81/100
9 (\$48,540.81) DOLLARS the following described tract(s) of
10 land in Lemhi County, State of Idaho:

11 A parcel of land located in the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 14; NW $\frac{1}{4}$ NW $\frac{1}{4}$
12 Section 13; SW $\frac{1}{4}$, Section 12; SE $\frac{1}{4}$, Section 11, all in T. 21 N.,
13 R. 22 E., B.M., Lemhi County, Idaho, more specifically described
as follows, to-wit:

14 Commencing at the Quarter Corner common to Sections 11 and
15 12, a distance of 12.75 feet on a bearing of N. 89°54'48" E.
along the North boundary of the SW $\frac{1}{4}$ of Section 12 to the REAL
POINT OF BEGINNING.

16 From this REAL POINT OF BEGINNING, a distance of 1959.64
17 feet continuing on a bearing of N. 89°54'48" E. to the Northeast
corner of the W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 12; thence S. 0°03'48" E.,
18 1321.07 feet to the Southeast corner of said W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$; thence N.
89°56'29" E., 472.71 feet to a point in the center of the Big
19 Gulch; thence the following courses and distances along the
center of said Big Gulch: S. 40°30'18" W., 1738.56 feet;
20 S. 89°58'09" W., 28.91 feet; S. 59°19'07" W., 1702.32 feet to
a point on the Northerly Right-of-Way of the County Road;
21 Thence the following courses and distances along said Northerly
Right-of-Way: N. 81°11'17" W., 659.30 feet; N. 32°57'46" W.,
392.43 feet; N. 64°11'58" W., 305.71 feet to a point on the
22 West boundary of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 14; Thence N. 0°04'29"
W., 303.80 feet to the Northwest corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section
23 14; Thence S. 89°57'50" W., 645.74 feet to a point on the
Northerly Right-of-Way of the County Road; Thence the following
24 courses and distances along said Right-of-Way: N. 66°28'06"
W., 495.30 feet; N. 31°50'13" W., 413.50 feet to a point on
25 the West boundary of the SE $\frac{1}{4}$ of Section 11; Thence N. 0°01'51"
W., 292.65 feet along said West boundary; Thence S. 78°17'49"
26 E., 459.27 feet; Thence N. 82°38'43" E., 405.75 feet;
Thence N. 55°42'12" E., 1049.14 feet; Thence N. 43°27'32" E.
27 1272.28 feet; Thence N. 9°15'14" E., 330.62 feet to the REAL
28 POINT OF BEGINNING, said parcel contains 222.69 acres.

29 Together with all improvements located thereon or appurtenant
thereto. And the following water rights: 50 shares of the
30 80 shares out of the Mormon Ditch and 63 inches of the Kirtley
Creek high water rights. The Mormon Ditch is a/k/a the Hagel
Irrigation Canal Company.

31 ROAD RIGHT OF WAY: It is understood and agreed that
32 the Purchasers shall have a right to the use of the present
existing road through the ranch property subject to the provision

MICROFILM 3M

that said use shall be for normal ranching purposes. Said use to said right of way shall continue only for as long as said Purchasers own the property and shall not be assignable to future heirs or assigns of the Purchasers. In the event the Purchasers subdivide or resell said property, Purchasers shall be responsible for the construction of a new access road across the Purchasers' property and the Purchasers' right to the use of the existing road shall be terminated. As long as the Purchasers have a use in the existing road, the Purchasers and Sellers shall share equally the repairs on the present existing road. This sharing of expenses shall not apply to any new road systems that may be constructed by either party.

WATER: It is understood and agreed that the Sellers shall reserve a 16 foot easement along the entire length of the existing domestic water line from the home to the spring, which said spring is located on the property herein conveyed. The Sellers also reserve a use right out of the said spring for said home.

The above conveyance is made free and clear of all other encumbrances except: Rights of way and easements, reservations in Federal patents and State deeds, or other restrictions imposed by law, building and use restrictions of record, building and zoning regulations and ordinances of any governmental unit.

WITNESS the hands of said Grantors this 16 day of November, 1977

Eli Smith

Helen G. Smith

STATE OF IDAHO

County of Lemhi--ss

On the 16 day of November, 1977, personally appeared before me ELI SMITH and HELEN G. SMITH, husband and wife the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.



[Signature]
Notary Public for Idaho, Residing at Salmon.

WARRANTY DEED, Page Two (2)

WARRANTY DEED

For Value Received **GARY A. HIGGINSON** and **BEULAH F. HIGGINSON**, husband and wife

the grantors, do hereby grant, bargain, sell, and convey unto **THOMAS TINGLE** and **JOANNE S. TINGLE**, husband and wife, and **ELI SMITH** and **HELEN SMITH**, husband and wife of Salmon, Idaho

the grantee, the following described premises, to-wit:

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

Dated: April 1, 1974

Gary A. Higginson

Beulah F. Higginson

STATE OF IDAHO, COUNTY OF BINGHAM
On this 18th day of April, 1974,
before me, a notary public in and for said State, personally
appeared

**GARY A. HIGGINSON and BEULAH
HIGGINSON, husband and wife**

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

W. S. Shuffham
Notary Public
Residing at *Blackfoot*, Idaho
Comm. Expires *12/5/74*

STATE OF IDAHO, COUNTY OF LEAMI

I hereby certify that this instrument was filed for record at
the request of Snook & Snook

at 35 minutes past 11 o'clock a. m.,
this 17th day of August,
1978, in my office, and duly recorded in ~~Volume~~ File
of the Official Records.

Eleanor Aldous
Ex-Officio Recorder

By *Dorothy M. Frederick* Deputy.

Fees \$ 2.00 Paid
Mail to:

INSTRUMENT No. 142139

The SE $\frac{1}{4}$ of Section 11, W $\frac{1}{2}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 12, all in Township 21 North, Range 22 E. B. M. EXCEPTING THEREFROM that part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 12, conveyed by deed recorded in Book U of Deeds, page 634, and described as follows:

Beginning at the Southeast corner of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of said Section 12, thence N. along the E. line of said 40 acre tract 1320 feet more or less to the NE corner of said 40 acre tract; thence W. along the N. line of said 40 acre tract 185 feet to a point in the Big Gulch; thence S. 40°41' W. 1741 feet to the EW corner of said 40 acre tract; thence E. along the S. line of said 40 acre tract 1320 feet more or less to the place of beginning. ALSO EXCEPTING THEREFROM, that part of the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 11, said Township 21 North, Range 22 E. B. M., described in that certain deed dated April 7, 1917 and recorded in Book X of Deeds, page 151, and described as follows:

Beginning at the NW corner of the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of said Section 11, running thence E. along the N. line thereof, 1320 feet more or less to the NE corner of said 40 acre tract; thence S. 21°17' W. 759.76 feet; thence W. 960 feet to the W. line of said NW $\frac{1}{4}$ of SE $\frac{1}{4}$; thence N. along the W. line thereof 668.7 feet to the place of beginning,

Also the following described land: That part of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 14 and part of the NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 13 in Township 21, North, Range 32 E. B. M., described as follows:

Beginning at a point on the E. line of said Section 14, 610 feet S. of the NE corner of said Section being a point in the center of the Big Gulch; thence S. 72° W. 350 feet to a point in the center of the County Road; thence Northwesterly along the center line of the County Road 1270 feet more or less to the W. line of NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of said Section 14; thence N. along the W. line of said 40 acre tract 366 feet to the NW corner thereof; thence E. 1320 feet more or less to the NE corner of said Section 14; thence E. along the N. line of said Section 13, 1287 feet to the center of the Big Gulch; thence Southwesterly along the center line of said Big Gulch 1535 feet more or less to the place of beginning.

Together with all ditches, ditch rights of way, water and water rights thereunto appertaining and belonging and particularly 80 shares in Hagel Irrigation Canal Company, Lemhi River water, and water stock license permit representing 126 inches of the waters of Kirtley Creek water.

Subject to reservation in U. S. Patent, state deed, existing and recorded easements, zoning and building ordinances and taxes and assessments for 1974.

Also subject to a Contract for Deed, dated May 8, 1972 between Raymond W. Young, a married man dealing with his sole and separate property, and Lillian E. Young, his wife, as Sellers, and Verl B. Horrocks and Leola R. Horrocks, husband and wife, and Gary A. Higginson and Beulah F. Higginson, husband and wife, as Buyers. The interest of Verl B. Horrocks and Leola R. Horrocks having been conveyed and assigned to Gary A. Higginson and Beulah F. Higginson, husband and wife, which Contract for Deed the Grantors do hereby assign, sell and transfer unto the Grantees, and the Grantees assume and agree to perform said Contract commencing with the payment due May 8, 1974. The Grantors warrant that the principal balance due on said contract is \$72,068. and the Grantors agree to pay the interest on said contract to January 1, 1974 in the amount of \$3,291.45. And the Grantees agree to pay the balance of said interest and the principal due on May 8, 1974.

9/24/74
BLL

INSTRUMENT NO. 142139

WARRANTY DEED

For Value Received VERL B. HORROCKS and LEOLA R. HORROCKS, husband and wife,

the grantors, do hereby grant, bargain, sell, and convey unto
GARY A. HIGGINSON and BEULAH F. HIGGINSON, husband and wife,

the grantees, the following described premises, to-wit:

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

Dated: March 22, 1974

Verl B Horrocks

Leola R Horrocks

STATE OF IDAHO, COUNTY OF BINGHAM

On this ~~22nd~~ 25 day of March, 1974, before me, a notary public in and for said State, personally appeared

VERL B. HORROCKS and LEOLA R. HORROCKS, 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.

Dagis Underwood

Notary Public

Residing at *Boyer*, Idaho
Comm. Expires *10-15-1975*

STATE OF IDAHO, COUNTY OF Lemhi

I hereby certify that this instrument was filed for record at the request of Dwain H. Stufflebeam

at 2 minutes past 3 o'clock p.m.,
this 1st day of April
1974, in my office, and duly recorded in ~~XXXXXX~~ File
of the ~~XXXXXX~~ Deed Records.

Eleanor Aldous

Ex-Officio Recorder

By *Shirley L. Hoy* Deputy.

Fees \$ 2.00 Paid

Mail to: Stufflebeam & Ferrin
P. O. Box 591, Blackfoot, Idaho 83221

INSTRUMENT No. 126352

All our right, title and interest in unto the following described property being an undivided one-half interest:

The SE $\frac{1}{4}$ of Section 11, W $\frac{1}{2}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 12, all in Township 21 North, Range 22 E. B. M. Lemhi County, Idaho
EXCEPTING THEREFROM that part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 12, conveyed by deed recorded in Book U of Deeds, page 634, and described as follows:

Beginning at the Southeast corner of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of said Section 12, thence N. along the E. line of said 40 acre tract 1320 feet more or less to the NE corner of said 40 acre tract; thence W. along the N. line of said 40 acre tract 185 feet to a point in the Big Gulch; thence S. 40°41' W. 1741 feet to the EW corner of said 40 acre tract; thence E. along the S. line of said 40 acre tract 1320 feet more or less to the place of beginning. ALSO EXCEPTING THEREFROM, that part of the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 11, said Township 21 North, Range 22 E. B. M., described in that certain deed dated April 7, 1917 and recorded in Book X of Deeds, page 151, and described as follows:

Beginning at the NW corner of the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of said Section 11, running thence E. along the N. line thereof, 1320 feet more or less to the NE corner of said 40 acre tract; thence S. 28°17' W. 759.76 feet; thence W. 960 feet to the W. line of said NW $\frac{1}{4}$ of SE $\frac{1}{4}$; thence N. along the W. line thereof 668.7 feet to the place of beginning,

Also the following described land: That part of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 14 and part of the NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 13 in Township 21 North, Range 32 E. B. M., Lemhi County, Idaho, described as follows:

Beginning at a point on the E. line of said Section 14, 610 feet S. of the NE corner of said Section being a point in the center of the Big Gulch; thence S. 72° W. 350 feet to a point in the center of the County Road; thence Northwesterly along the center line of the County Road 1270 feet more or less to the W. line of NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of said Section 14; thence N. along the W. line of said 40 acre tract 366 feet to the NW corner thereof; thence E. 1320 feet more or less to the NE corner of said Section 14; thence E. along the N. line of said Section 13, 1287 feet to the center of the Big Gulch; thence Southwesterly along the center line of said Big Gulch 1535 feet more or less to the place of beginning.

Together with all ditches, ditch rights of way, water and water rights thereunto appertaining and belonging and particularly 80 shares in Hagel Irrigation Canal Company, Lemhi River water, and water stock license permit representing 126 inches of the waters of Kirtley Creek water.

Subject to reservation in U. S. Patent, state deed, existing and recorded easements, zoning and building ordinances and taxes and assessments for 1974.

Also subject to a Contract for Deed, dated May 8, 1972, between Raymond W. Young, a married man dealing with his sole and separate property, and Lillian E. Young, his wife, as Sellers, and Verl B. Horrocks and Leola R. Horrocks, husband and wife, and Gary A. Higginson and Beulah F. Higginson, husband and wife, as Buyers. Which Contract for Deed the Grantor does assign, sell and transfer unto the Grantees their interest in unto the same, and the Grantees assume and agree to perform said Contract commencing with the payment due May 8, 1974.

V. B. H.
L. R. H.

6

NOTICE OF SALE

NOTICE IS HEREBY GIVEN that **RAYMOND W. YOUNG**, a married man dealing with his sole and separate property, has sold under Contract for Deed the following described real property to **VERL B. HORROCKS** and **NEOLA R. HORROCKS**, husband and wife, and **GARY A. HIGGINSON** and **BETTY HIGGINSON**, husband and wife, to-wit:

The Southeast Quarter ($SE\frac{1}{4}$) of Section Eleven (11), the West Half of the Southwest Quarter ($W\frac{1}{2}SW\frac{1}{4}$) and the Southeast Quarter of the Southwest Quarter ($SE\frac{1}{4}SW\frac{1}{4}$) of Section Twelve (12), all in Township Twenty-one (21) North, Range Twenty-two (22) East of the Boise Meridian, EXCEPTING THEREFROM, that part of the Southeast Quarter of the Southwest Quarter ($SE\frac{1}{4}SW\frac{1}{4}$) of said Section 12, conveyed by deed recorded in Book U of Deeds, page 634, and described as follows;

Beginning at the Southeast corner of the $SE\frac{1}{4}$ of $SW\frac{1}{4}$ of said Section 12, thence North along the East line of said 40 acre tract 1320 feet more or less to the Northeast corner of said 40 acre tract; thence West along the North line of said 40 acre tract 185 feet to a point in the Big Gulch; thence South $40^{\circ} 41'$ West 1741 feet to the Southwest corner of said 40 acre tract; thence East along the South line of said 40 acre tract 1320 feet more or less to the place of beginning, ALSO EXCEPTING THEREFROM, that part of the $NW\frac{1}{4}$ of $SE\frac{1}{4}$ of Section 11, said Township 21 North, Range 22 East, Boise Meridian, described in that certain deed dated April 7, 1917 and recorded in Book X of Deeds, page 151, and described as follows:

Beginning at the Northwest corner of the $NW\frac{1}{4}$ of $SE\frac{1}{4}$ of said Section 11, running thence East along the North line thereof, 1320 feet more or less to the Northeast corner of said 40 acre tract; thence South $28^{\circ} 17'$ West 759.76 feet; thence West 960 feet to the West line of said $NW\frac{1}{4}$ of $SE\frac{1}{4}$; thence North along the West line thereof 668.7 feet to the place of beginning,

Also the following described land: That part of the $NE\frac{1}{4}$ of $NE\frac{1}{4}$ of Section 14 and part of the $NW\frac{1}{4}$ of $NW\frac{1}{4}$ of Section 13 in Township 21 North, Range 22 East, Boise Meridian, described as follows:

Beginning at a point on the East line of said Section 14, 610 feet South of the Northeast corner of said Section being a point in the center of the Big Gulch; thence South 72° West 350 feet to a point in the center of the County Road; thence Northwesterly along the center line of the County Road 1270 feet more or less to the West line of $NE\frac{1}{4}$ of $NE\frac{1}{4}$ of said Section 14; thence North along the West line of said 40 acre tract 366 feet to the Northwest corner thereof; thence East 1320 feet more or less to the Northeast corner of said Section 14; thence East along the North line of said Section 13, 1287 feet to the center of the Big Gulch; thence Southwesterly along the center line of said Big Gulch 1535'

lands property being situated in Lemhi County State of Idaho
together with the tenements, hereditaments and appurte-
nances thereunto belonging or in anywise appertaining,
and including water rights as more particularly herein-
after described in the following paragraph:

Eighty (80) shares in Hagel Irrigation Canal Company,
Lemhi River water; one hundred twenty-six (126) inches
of the waters of Kirtley Creek water.

That said Contract for Deed is dated the 8th day of May,
1972.

THIS NOTICE is dated the 8th day of May, 1972.

Raymond W. Young
Raymond W. Young

STATE OF IDAHO)
 : ss
County of Bingham)

On this 8th day of May, 1972, before me, the undersigned,
a Notary Public in and for said State, personally appeared RAYMOND
W. YOUNG, a married man dealing with his sole and separate property,
known to me to be the person whose name is subscribed to the within
instrument and acknowledged to me that he 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.

Dale E. Epler
Notary Public for Idaho
Residing at Blackfoot, Idaho

120184

My com exprs:

State of Idaho)
County of Lemhi)

Recorded at the request of
Stout & Moss

May 16th 19 72
at 15 1 o'clock

P. M. L. 1972
Deed
Records of Lemhi
County, Idaho

Instrument No. 96504
 FORM No. 300-WARRANTY DEED

THIS INDENTURE, made this 30th day of June, 1961, between Vergil O. Olson, and Mary V. Olson, husband and wife, of _____, County of Lemhi, State of Idaho, the parties of the first part and Hagel Irrigation Company, a corporation, of _____, County of Lemhi, 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 and NO/100 Dollars lawful money of the United States of America and other valuable consideration, to them in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and by these presents, do grant, bargain, sell and convey and confirm unto the said party of the second part, and to its heirs and assigns, forever, all the following described real estate, situated in _____, County of Lemhi, State of Idaho, to_wit:

A strip of land 200 feet wide, extending from the siphon of the Hagel Irrigation Company canal located approximately South 60 deg. East 1200 feet from the common section corner of Sections 11, 12, 14, and 13, in Township 21 North, Range 22 E.B.M., in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, Township 21 North, Range 22 E.B.M., IN Lemhi County, Idaho, and extending from said siphon along said canal in a Southeasterly direction, being 100 feet wide on either side of the center line thereof, for a distance of one-quarter ($\frac{1}{4}$) of a mile through the NW $\frac{1}{4}$ NW $\frac{1}{4}$, the NE $\frac{1}{4}$ NW $\frac{1}{4}$ and the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 13, in said Township and Range;

ALSO, a strip of land commencing at the Easterly terminus of the above 200 foot strip in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 13, Township 21 North, Range 22 E.B.M., being a strip of land 60 feet wide, being 30 feet on each side of the center line of said Hagel Irrigation Company canal and extending from the terminus of the 200 foot strip above described in a Southeasterly direction through the SE $\frac{1}{4}$ NW $\frac{1}{4}$, the SW $\frac{1}{4}$ NE $\frac{1}{4}$, the NW $\frac{1}{4}$ SE $\frac{1}{4}$, the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 13, and the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 24, all in Township 21 North, Range 22 E.B.M., in Lemhi County, Idaho,

The actual consideration is less than \$100.00

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; 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 party of the second part, and to its 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, its 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.
 Executed and Delivered in the Presence of

STATE OF IDAHO)
) ss.

County of Lemhi)

On this 30th day of June in the 1961, before me the undersigned, a Notary Public in and for said State, personally appeared Vergil Olson and Mary V. Olson, 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)

Vergil O. Olson (SEAL)
 Mary V. Olson (SEAL)

Charles Herndon Notary Public for the
 State of Idaho, Residing at Salmon, Idaho

STATE OF IDAHO)
) ss.
 County of Lemhi)

I hereby certify that this instrument was filed for record at request of Charles Herndon at 22 minutes past 10 o'clock A.M., this 3rd day of January, 1962, in my office, and duly entered in Book 48 of Deeds at page 304.

Fees, \$200 Paid

Paul Adams Ex-Officio Recorder

By Marguerite Butler Deputy

TOGETHER
 or in anywise
 fits, thereof,
 of the grantor
 TO HAVE
 the appurtenances
 the grantor's
 heirs and assigns
 persons whom
 DEFEND.
 INWITNESS

State of Idaho

County of Lemhi
 On this
 personally appeared
 persons whose
 the same.
 In witness
 certificate filed

State of Idaho

County of Lemhi
 I hereby
 past 2 o'clock
 deeds.

Fees, \$2.25

State of Idaho)
) ss.
 County of Lemhi)

I, Fred J. Brough, being first duly sworn upon oath, do hereby depose and say:

I am a citizen of the United States of America, over the age of twenty-one years, a resident of the County of Lemhi, State of Idaho for many years, and I am not particularly interested in the matters herein set forth.

I was personally acquainted with GEORGE A. KENNEY, whose name appears as the grantor in that certain Trust Deed dated November 6th 1895 and recorded November 9th 1895 in Book C of Mortgages at page 341, records of Lemhi County, Idaho, and whose name also appears as the grantor in that certain Warranty Deed dated July 28th 1902 and recorded July 29th 1902 in Book L of Deeds at page 292, records of Lemhi County, Idaho, and I know of my own knowledge that the said George A. Kenney never resided upon the premises described in said instruments as a residence or a homestead.

FURTHERMORE, I was personally acquainted with MELISSA KENNEY and ORPHA KENNEY, whose names appear as grantees in that certain Trust Deed dated November 6th 1895 and recorded November 9th 1895 in Book C of Mortgages at page 341, records of Lemhi County, Idaho and I know of my own knowledge that they are the same persons as Melissa D. Prestbridge and Orpha L. Stone, whose names appear as the grantees in that certain Warranty Deed dated July 28th 1902 and recorded July 29th 1902 in Book L of Deeds at page 292, records of Lemhi County, Idaho.

FURTHERMORE, I was personally acquainted with JAMES M. McPHERSON, whose name appears as the grantor in that certain Warranty Deed dated November 24th 1902 and recorded November 25th 1902 in Book L of Deeds at page 336, records of Lemhi County, Idaho, and I know of my own knowledge that the said James M. McPherson was a married man on all of said dates, but that neither he nor his wife ever resided upon the premises described in said instrument as a residence or a homestead.

Fred J. Brough (SEAL)

Subscribed and sworn to before me this 19th day of September 1950.

(SEAL)

J. W. Herndon
 Notary Public for Idaho
 Residing at Salmon, Idaho.

State of Idaho)
) ss.
 County of Lemhi)

Recorded at the request of J. W. Herndon September 19, 1950 at 11 minutes past 3 o'clock P. M., in Book 42 of Deeds Page 506 Records of Lemhi County, Idaho

W. W. Simmonds
 County Recorder

Fees, \$7.75 Paid

By Amos M. Fudwick
 Deputy

----- Instrument No. 72391 -----
 USDA-FMA
 Form FMA-387.10
 (7-21-48)

WARRANTY DEED
 (IDAHO)

KNOW ALL MEN BY THESE PRESENTS, That WILLIAM D. CLARK and MINNIE C. CLARK, his wife, of the County of Lemhi, State of Idaho, parties of the first part, for and in consideration of the sum of THIRTEEN THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$13,500.00), in lawful money of the United States of America, and other valuable consideration, to them in hand paid by Vergil O. Olson and Mary V. Olson, his wife, parties of the second part, do hereby GRANT, BARGAIN, SELL and CONVEY unto the parties of the second part, not as tenants in common and not as a community property estate, but as joint tenants with right of survivorship, their assigns, and the heirs and assigns of the survivor, all of the following-described real property situate, lying and being in the County of Lemhi, State of Idaho, to wit:

Beginning at a point on the East line of Section 14, Township 21 North, Range 22 East of the Boise Meridian, 610 feet South of the NE Corner of said Section, being a point in the center of a big gulch, and running thence South 72° West 350 feet to a point in the center of the County Road; thence NW along the center of said road 1270 feet, more or less, to the West line of the NE 1/4 of said Section 14; thence South 95° feet, more or less, to the SW Corner of said 40 acre tract; thence East 2640 feet, more or less, to the SE Corner of the NW 1/4 of Section 13, Township 21 North, Range 22 East of the Boise Meridian; thence North 1320 feet, more or less, to the NE Corner of said 40 acre tract; thence West 33 feet to a point on the North line of said Section 13 in the center of a big gulch; thence SW along the center line of said gulch 1535 feet, more or less, to the point of beginning. The above being a part of the NE 1/4 of Section 14 and the NW 1/4 of Section 13, Township 21 North, Range 22 East of the Boise Meridian, save and excepting therefrom all that portion lying South and West of the County Road as now located across said lands;

Beginning at the SE Corner of the SE 1/4 of Section 12, Township 21 North, Range 22 East of the Boise Meridian, and running thence North 1320 feet, more or less, to the NE Corner of said 40 acre tract; thence West along the North line of said tract 185 feet to a point in the big gulch; thence South 40° 41' West 1741 feet to the SW Corner of said 40 acre tract; thence East 1320 feet, more or less, to the point of beginning, being a part of the SE 1/4 of said Section 12;

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P. M

A portion of Section 13, Township 21 North, Range 22 East of the Boise Meridian, more particularly described as follows: The W1/4, NE1/4 and E1/4. Also, that part of the following described portion of Section 13, Township 21 North, Range 22 East of the Boise Meridian, lying North and East of the County Road at now located across said Section, the SE1/4, SW1/4, NE1/4, NW1/4 and SW1/4;

Beginning at a point on the West line of Section 13, Township 21 North, Range 23 East of the Boise Meridian, 2087 feet South of the West Quarter Corner of said Section 18 and running thence South along the West line of said Section 18, 553 feet, more or less, to the SW Corner of said Section 18, thence East along the South line of said Section 18, 350 feet to the center of a dry gulch; thence North 34° East along the center line of said gulch 268 feet; thence North 9° East along the center line of said gulch 360 feet; thence North 60° West 200 feet, more or less, to a point 40 feet East from the center line of the Lemhi Irrigation and Orchard Company main ditch; thence South and West parallel to and 40 feet distant from the center line of said ditch to the point of beginning. The above being a part of Lot 4, Section 18, Township 21 North, Range 23 East of the Boise Meridian;

Also, a portion of the NE1/4 of Section 24, Township 21 North, Range 22 East of the Boise Meridian, more particularly described as follows: Beginning at a point on the South boundary line of said NE1/4 899 feet West of the SE Corner of said NE1/4; thence N. 15° 02' W. 509 feet; thence N. 85° 20' E. 326 feet; thence N. 22° 50' E. 225 feet, more or less, to the West side of the County Road; thence in a NWly direction along said County Road to a point on the North boundary line of said NE1/4; thence East along said line to the NE Corner of said NE1/4; thence South along the East boundary line of said NE1/4 1320 feet, more or less, to the SE Corner of said NE1/4; thence West along the South boundary line of said NE1/4 899 feet to the point of beginning;

Together with all water and water rights, ditches and ditch rights used thereon or appurtenant thereto, and especially 60 shares of stock in the Hagel Irrigation Company;

Subject to the exceptions and reservations contained in the patents from the United States of America;

Subject to existing rights of way for roads, ditches, canals, telephone, transmission and telegraph lines;

DOCUMENTARY STAMPS \$15.40 CANCELED 9-19-50 W. D. C.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and all improvements, water and water rights appurtenant thereto or reasonably necessary to the use of the real property, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises together with the appurtenances thereto unto the part of the second part, as such joint tenants, and to their assigns, and to the survivor of them, and to the heirs and assigns of such survivor forever.

The parties of the first part, for themselves, and for their heirs, executors and administrators, do hereby covenant to and with the parties of the second part, their assign and the survivor of them, and the heirs and assigns of the survivor, that they are lawfully seized in fee simple of said premises, that they are free from all encumbrances, and that they will and their heirs, executors and administrators shall warrant and forever defend the title thereto against all lawful claims and demands whatsoever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hand(s) and seal(s) this 19 day of September, 1950.

WITNESSES:

J. W. Jones

William D. Clark (SEAL)
William D. Clark (Husband)

Minnie C. Clark (SEAL)
Minnie C. Clark (Wife)

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss:
COUNTY OF LEMHI)

On this 19 day of September, 1950, before me, a Notary Public in and for said County and State, personally appeared William D. Clark and Minnie C. Clark, his wife, to me known to be the identical individual(s) described in and who executed the within and foregoing instrument and whose name(s) are subscribed thereto, and acknowledged to me that they signed, sealed and executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

(SEAL)

State of Idaho)
) ss.
County of Lemhi)

J. W. Jones
Notary Public in and for the State of
Idaho Residing at Salmon, Idaho.
My commission expires: Sept. 2, 1951.

Recorded at the request of J. W. Jones September 19, 1950 at 45 minutes past 3 o'clock P. M., in Book 42 of Deeds Pages 206-7 Records of Lemhi County, Idaho

W. W. Simmonds
County Recorder

Fees, \$2.50 Paid

By Lorothy M. Frederick, Deputy