

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
APR 26 2024
DEPT. OF WATER RESOURCES
EASTERN REGION

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
15-7153 OK	Yes ☒	Yes ☐		Yes ☐	Yes ☐
15-7361 OK	Yes ☒	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Ivan Schwartz Estate
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Maria McClellan
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or

1331 N. 2100 W
Mailing address
208-766-2370
Telephone

Malad ID 83252
City State Zip
Cmachb23@aol.com
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: Nov 9 2006

6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
 o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.

7. This form must be signed and submitted with the following **REQUIRED** items:

- ☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☐ Filing fee (see instructions for further explanation):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: Maria McClellan Title, if applicable: _____ Date: 4-25-24
 Signature of new owner/claimant
Maria McClellan
 Print name

Signature: _____ Title, if applicable: _____ Date: _____
 Signature of new owner/claimant

 Print name

For IDWR Office Use Only:

Received by: JB Date: 4/26/2024 Receipt No. E050003 Receipt Amt. \$200.-
 Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
 Name on W-9: _____ Approved by: _____ Processed by: _____ Date: _____

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

4/29/2024

Water Right 15-7153

Owner Type **Name and Address**
Current Owner ELDEN D NIELSEN
 930 W SAMARIA LN
 MALAD CITY, ID 83252
 (208) 766-4070

Priority Date: 4/9/1996

Basis: License

Status: Active

Source
GROUND WATER

Tributary

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	2.580 CFS	451.5 AF
	<u>Total Diversion</u>		2.580 CFS	451.5 AF

Source and Point(s) of Diversion:

GROUND WATER SWSW Sec. 21, Twp 14S, Rge 36E, ONEIDA County

Place Of Use:

IRRIGATION within ONEIDA County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
14S	36E	20																10.0	10.0
14S	36E	21											24.0	10.0					34.0
14S	36E	28					2.5	16.0	1.0										19.5
14S	36E	29	32.0	3.5	14.0	16.0													65.5

POU Total Acres: 129.0

47

Conditions of Approval:

1. X35 Rights 13-7153 and 13-7361 when combined shall not exceed the irrigation of 266.9 acres.
2. 01M After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to use power records to determine the amount of water diverted and shall annually report the information to the Department.
3. R63 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the place of use.
4. 065 The right holder shall make full beneficial use of all surface water rights

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

4/29/2024

5. 104

available to the right holder for irrigation of the lands authorized to be irrigated under this right. The right holder shall limit the diversion of ground water under this right to those times when the surface water supply is not available or the surface water supply is not reasonably sufficient to irrigate the place of use authorized under this right.

If the surface water right(s) appurtenant to the place of use is unavailable for any reason other than drought or curtailment by priority (for example abandoned, forfeited, sold, transferred, leased, used on another place of use, or disallowed by court decree), this right to divert ground water shall not be used without an approved transfer pursuant to Section 42-222, Idaho Code, or approval of the Department if a transfer is not required.

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

4/29/2024

Water Right 15-7361

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	IVES JONES MALAD CITY, ID
Current Owner	ROY DANIELS , ZZ
Current Owner	THOMAS DENNIS , ID
Current Owner	JENKIN JONES MALAD CITY, ID
Current Owner	PAUL H MILLS , ZZ
Current Owner	JOSEPH W LAWS , ID

Priority Date: 4/15/1954

Basis: License

Status: Active

Source

GROUND WATER

Tributary

Beneficial Use

IRRIGATION

From

04/01

To

10/31

Diversion Rate

1.040 CFS

Volume

Total Diversion

1.040 CFS

Source and Point(s) of Diversion:

GROUND WATER

SENW

Sec. 21, Twp 14S, Rge 36E, ONEIDA County

Place Of Use:

IRRIGATION within ONEIDA County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
14S	36E	20													0.5		5.0	3.0	8.5
14S	36E	21									4.5	4.5	30.0	10.0					49.0
14S	36E	28					7.0	34.0	6.0			6.0							53.0

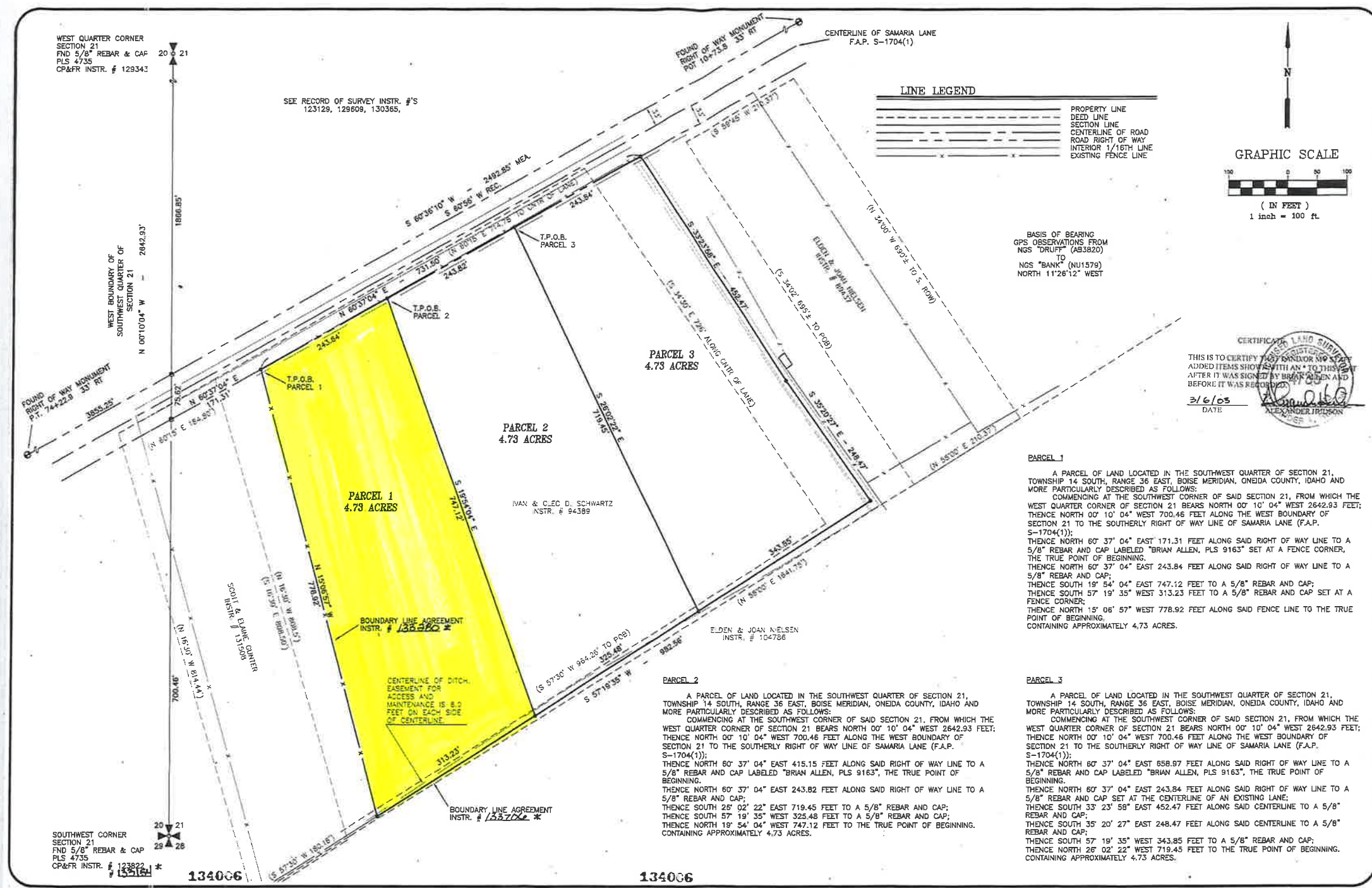
POU Total Acres: 110.5

Conditions of Approval:

4.7

134006

02088



LAND SURVEYORS CONSULTING CIVIL ENGINEERS		RECORD OF SURVEY FOR		SYMBOL LEGEND		SURVEYOR'S CERTIFICATE		RECORDER'S CERTIFICATE	
A. A. HUDSON AND ASSOCIATES		IVAN SCHWARTZ		SECTION CORNER FOUND		I, Brian J. Allen, do hereby certify that this plat is a true and accurate representation of the land surveyed under my direction and control.		INSTRUMENT NO. 134006	
34 WEST ONEIDA PRESTON, IDAHO 83263 (208)952-1155		SECTION 21, TOWNSHIP 14 SOUTH, RANGE 36 EAST, BOISE MERIDIAN ONEIDA COUNTY, IDAHO		SET BY THIS SURVEY 5/8" REBAR W/ AL CAP		DATE 25 2002		DATE March 24 2003 TIME 4:20pm	
180 EAST 2ND SOUTH SODA SPRINGS, IDAHO 83276 (208)547-4141		COMPLETION DATE: SEPTEMBER 2002		PROPERTY CORNER FOUND		DATE		RECORD OF SURVEY NO. 134006	
				PROPERTY CORNER NOT FOUND OR SET				REQUESTED BY A.A. Hudson	
				SET BY THIS SURVEY 5/8" REBAR W/ CAP				RECORDED BY [Signature]	
								FEE \$ 500	

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

T.J. Budge, Attorney
Racine Olson PLLP
P.O. Box 1391
Pocatello, Idaho 83204-1391

Microfilm No. 162795

11 Day Jan 20 22
At 01 15 O'clock PM

Racine Olson
Oneida Co. Recorder
Fee \$ 15.00 Deputy
Recorded at Request of
Racine Olson, PLLP

(Space Above for Recorder's Use)

QUITCLAIM DEED

For value received Kirk Nielsen and Jaclyn Nielsen, husband and wife, whose address is 2112 W Center, Malad, ID 83252 ("Grantor"), do hereby release and forever quitclaim unto Marla N. McClellan, a married woman acting in her separate and sole capacity, whose address is 1331 North 2100 West, Malad, Idaho 83252 ("Grantee"), and her heirs and assigns forever, all right, title and interest which Grantor now has or may hereafter acquire in the real property described in *Exhibit A* attached hereto, situated in Oneida County, State of Idaho:

SEE ATTACHED EXHIBIT A

Grantor expressly reserves unto itself any right title or interest in Idaho water right no. 15-7153 appurtenant to the property described in *Exhibit A*.

IN WITNESS WHEREOF, Grantor has executed this instrument on December 31, 2021.

GRANTOR

Kirk Nielsen
KIRK NIELSEN

Jaclyn Nielsen
JACLYN NIELSEN

ACKNOWLEDGEMENT

STATE OF IDAHO)
 : ss.
County of Oneida)

This record was acknowledged before me on this 31 day of December, 2021, by Kirk Nielsen and Jaclyn Nielsen, known or identified to me to be the persons whose names are subscribed to this instrument, and acknowledged to me that they executed the same.



Ginger Davis
NOTARY PUBLIC FOR IDAHO
My Commission Expires: 5/31/2025

EXHIBIT A**Grantors Property**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OS SAID SECTION 21, FROM WHICH THE WEST QUARTER CORNER OF SECTION 21 BEARS NORTH 00° 10' 04" WEST 2642.93 FEET; THENCE NORTH 00° 10' 04" WEST 700.46 FEET ALONG THE WEST BOUNDARY OF SECTION 21 TO THE SOUTHERLY RIGHT OF WAY LINE OF SAMARIA LANE (F.A.P. S-1704(1)); THENCE NORTH 60° 37' 04" EAST 171.31 FEET ALONG SAID RIGHT OF WAY LINE TO A 5/8" REBAR AND CAP LABELED "BRIAN ALLEN, PLS 9163" SET AT A FENCE CORNER, THE TRUE POINT OF BEGINNING.

THENCE NORTH 60° 37' 04" EAST 243.84 FEET ALONG SAID RIGHT OF WAY LINE TO A 5/8" REBAR AND CAP;

THENCE SOUTH 19° 54' 04" EAST 747.12 FEET TO A 5/8" REBAR AND CAP;

THENCE SOUTH 57° 19' 35" WEST 313.23 FEET TO A 5/8" REBAR AND CAP SET AT A FENCE CORNER;

THENCE NORTH 15° 06' 57" WEST 778.92 FEET ALONG SAID FENCE LINE TO THE TRUE POINT OF BEGINNING.

Instrument # 159362

MALAD, ONEIDA, IDAHO

4-30-2020 09:40:00 AM No. of Pages: 3

Recorded for : RANCINE OLSON, PLLP

MATTHEW L COLTON

Ex-Officio Recorder Deputy

Fee: 15.00

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

*Lane V. Erickson, Attorney
RACINE OLSON PLLP
P.O. Box 1391; 201 E. Center Street
Pocatello, Idaho 83204-1391*

(Space Above For Recorder's Use)

QUITCLAIM DEED

THIS QUITCLAIM DEED, made by ELDEN D. NIELSEN and JOAN T. NIELSEN, husband and wife, (hereafter "Grantors") to KIRK E. NIELSEN and JACLYN NIELSEN, husband and wife, of 2112 West Center, Malad, Oneida County, Idaho 83252, (hereafter "Grantees").

For valuable consideration received, Grantor hereby quitclaims, transfers, and conveys to Grantees all of its rights, titles, ownership and interests in and to the following described real property in Oneida County, Idaho:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

with all appurtenances.

EXECUTED March 19th 2020.

Elden D. Nielsen

ELDEN D. NIELSEN, individually

Joan T. Nielsen

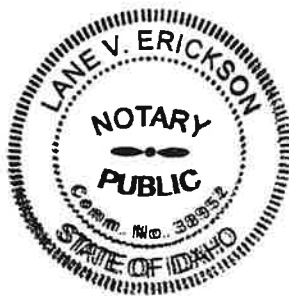
JOAN T. NIELSEN, individually

STATE OF IDAHO)
 : ss
County of BANNOCK)

On this 19th day of March 2020, before me personally appeared ELDEN D. NIELSEN and JOAN T. NIELSEN to me known (or proved to me on basis of satisfactory evidence) to be the persons whose names are subscribed to this instrument, and acknowledged that they executed it as individually and as husband and wife. I declare under penalty of perjury that the persons whose names are subscribed to this instrument appear to be of sound mind and under no duress, fraud or undue influence.

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

(Seal)




Notary Public for Idaho
Residing at: Bannock County, Idaho
My Commission Expires: 10/22/2020

EXHIBIT "A"
(LEGAL DESCRIPTION)

**REAL PROPERTY LOCATED IN ONEIDA COUNTY, IDAHO, DESCRIBED AS
FOLLOWS:**

PARCEL 1

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21, FROM WHICH THE WEST QUARTER CORNER OF SECTION 21 BEARS NORTH 00° 10' 04" WEST 2642.93 FEET; THENCE NORTH 00° 10' 04" WEST 700.46 FEET ALONG THE WEST BOUNDARY OF SECTION 21 TO THE SOUTHERLY RIGHT OF WAY LINE OF SAMARIA LANE (F.A.P. S-1704(1));

THENCE NORTH 60° 37' 04" EAST 171.31 FEET ALONG SAID RIGHT OF WAY LINE TO A 5/8" REBAR AND CAP LABELED "BRIAN ALLEN, PLS 9163" SET AT A FENCE CORNER, THE TRUE POINT OF BEGINNING. THENCE NORTH 60° 37' 04" EAST 243.84 FEET ALONG SAID RIGHT OF WAY LINE TO A 5/8" REBAR AND CAP;

THENCE SOUTH 19° 54' 04" EAST 747.12 FEET TO A 5/8" REBAR AND CAP;

THENCE SOUTH 57° 19' 35" WEST 313.23 FEET TO A 5/8" REBAR AND CAP SET AT A FENCE CORNER; THENCE NORTH 15° 06' 57" WEST 778.92 FEET ALONG SAID FENCE LINE TO THE TRUE POINT OF BEGINNING.

PARCEL 2

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE NORTH 60° 37' 04" EAST 415.15 FEET ALONG SAID RIGHT OF WAY LINE TO A 5/8" REBAR AND CAP LABELED "BRIAN ALLEN, PLS 9163", THE TRUE POINT OF BEGINNING;

THENCE NORTH 60° 37' 04" EAST 243.82 FEET ALONG SAID RIGHT OF WAY LINE TO A 5/8" REBAR AND CAP;

THENCE SOUTH 26° 02' 22" EAST 719.45 FEET TO A 5/8" REBAR AND CAP;

THENCE SOUTH 57° 19' 35" WEST 325.48 FEET TO A 5/8" REBAR AND CAP;

THENCE NORTH 19° 54' 04" WEST 747.12 FEET TO THE TRUE POINT OF BEGINNING.

NTO-1527
ELDEN D. NIELSEN
930 WEST SAMARIA LANE
MALAD CITY, ID 83252

Microfilm No. **139939**
09 Day November 2006
At 9:20 O'clock a M.
Diana M. Anderson
Oneida Co. Recorder
Fee \$ 24.00 Recorded at Request of Northrup L.L. Company

WARRANTY DEED

THE ESTATE OF CLEO D. SCHWARTZ; CAROLYN SCHWARTZ BARNES, JANAE SCHWARTZ WOOD, DELON SCHWARTZ, KEVIN DAVIS SCHWARTZ, OLGA ANN SCHWARTZ WIMP, RUTH JEAN SCHWARTZ, JULIE SCHWARTZ ESTEP, JENNIFER SCHWARTZ PHILLIPS, JANET SCHWARTZ POWERS, IVAN SCOTT SCHWARTZ, AS TENANTS IN COMMON Grantor(s) of MALAD CITY, County of ONEIDA, State of ID, hereby **CONVEY AND WARRANT** to ELDEN D. NIELSEN and JOAN T. NIELSEN, HUSBAND AND WIFE and MARLA N. MCCLELLAN, A MARRIED PERSON DEALING IN HER SEPARATE PROPERTY, Grantee(s) of MALAD CITY, County of ONEIDA, State of ID for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Oneida County, State of Idaho:

PARCEL 1

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21, FROM WHICH THE WEST QUARTER CORNER OF SECTION 21 BEARS NORTH 00° 10' 04" WEST 2642.93 FEET; THENCE NORTH 00° 10' 04" WEST 700.46 FEET ALONG THE WEST BOUNDARY OF SECTION 21 TO THE SOUTHERLY RIGHT OF WAY LINE OF SAMARIA LANE (F.A.P. S-1704(1));

THENCE NORTH 60° 37' 04" EAST 171.31 FEET ALONG SAID RIGHT OF WAY LINE TO A 5/8" REBAR AND CAP LABELED "BRIAN ALLEN, PLS 9163" SET AT A FENCE CORNER, THE TRUE POINT OF BEGINNING. THENCE NORTH 60° 37' 04" EAST 243.84 FEET ALONG SAID RIGHT OF WAY LINE TO A 5/8" REBAR AND CAP;

THENCE SOUTH 19° 54' 04" EAST 747.12 FEET TO A 5/8" REBAR AND CAP;

THENCE SOUTH 57° 19' 35" WEST 313.23 FEET TO A 5/8" REBAR AND CAP SET AT A FENCE CORNER;

THENCE NORTH 15° 06' 57" WEST 778.92 FEET ALONG SAID FENCE LINE TO THE TRUE POINT OF BEGINNING.

PARCEL 2

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE SOUTH 57° 19' 35" WEST 325.48 FEET TO A 5/8" REBAR AND CAP;

THENCE NORTH 19° 54' 04" WEST 747.12 FEET TO THE TRUE POINT OF BEGINNING.

Subject to easements, restrictions and rights of way of record, and taxes for the year 2006 and thereafter.

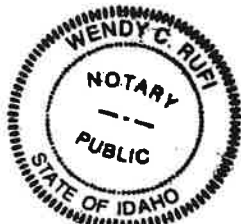
Witness, the hand(s) of said Grantor(s), this October 31, 2006.

THE ESTATE OF CLEO D. SCHWARTZ

Carolyn Schwartz Barnes
CAROLYN SCHWARTZ BARNES

State of ID)
County of ONEIDA)

On October 31, 2006, personally appeared before me CAROLYN SCHWARTZ BARNES the signer(s) of the within instrument, who duly acknowledged to me that he/she/they executed the same.

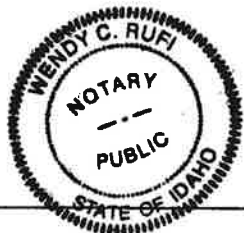


Wendy C. Ruffi
Notary Public
Residing: Malad City ID
Expires: 2-28-2011

Delon Schwartz
DELON SCHWARTZ

State of Idaho)
County of Oneida)

On November 1, 2006, personally appeared before me DELON SCHWARTZ the signer(s) of the within instrument, who duly acknowledged to me that he/she/they executed the same.

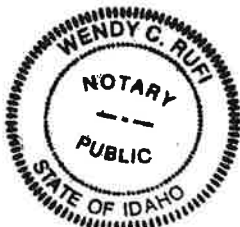


Wendy C. Ruffi
Notary Public
Residing: Malad City ID
Expires: 2-28-2011

Ruth Jean Schwartz
RUTH JEAN SCHWARTZ

State of ID)
County of ONEIDA)

On October 31, 2006, personally appeared before me RUTH JEAN SCHWARTZ the signer(s) of the within instrument, who duly acknowledged to me that he/she/they executed the same.

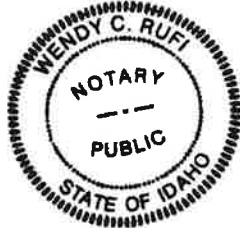


Wendy C. Ruffi
Notary Public
Residing: Malad City ID
Expires: 2-28-2011

Julie Schwartz Estep
JULIE SCHWARTZ ESTEP

State of ID)
County of Oreida)

On October 31, 2006, personally appeared before me JULIE SCHWARTZ ESTEP the signer(s) of the within instrument, who duly acknowledged to me that he/she/they executed the same.

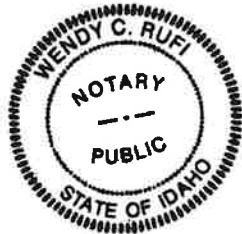


Wendy C. Ruffi
Notary Public
Residing: Malad City ID
Expires: 2-28-2011

Ivan Scott Schwartz
IVAN SCOTT SCHWARTZ

State of ID)
County of Oreida)

On October 31, 2006, personally appeared before me IVAN SCOTT SCHWARTZ the signer(s) of the within instrument, who duly acknowledged to me that he/she/they executed the same.



Wendy C. Ruffi
Notary Public
Residing: Malad City ID
Expires: 2-28-2011

139939

Fax: 2087007702

Oct 27 2008 13:06

P.02

Olga Ann Schwartz Wimp
OLGA ANN SCHWARTZ WIMP

State of *Wyoming* ;
County of *Lincoln* ;

On *October 30*, 2006, personally appeared before me OLGA ANN SCHWARTZ
WIMP the signor(s) of the within instrument, who duly acknowledged to me that ~~he~~*she* executed the
same.



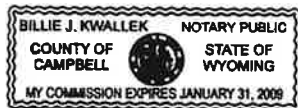
Elizabeth A. Brown
Notary Public
Residing: *Lincoln County*
Expires: *September 8, 2009*

139939


KEVIN DAVIS SCHWARTZ

State of Wyoming)
County of Campbell)

On October 30, 2006, personally appeared before me KEVIN DAVIS
SCHWARTZ the signer(s) of the within instrument, who duly acknowledged to me that he/she/they executed
the same.




Notary Public
Residing: Gillette, Wyo.
Expires: 1-31-2009

139939

Janae Schwartz Wood
JANAE SCHWARTZ WOOD

State of Wyoming
County of Natrona

On October 27, 2006, personally appeared before me JANAE SCHWARTZ WOOD the signer(s) of the within instrument, who duly acknowledged to me that he/she/they executed the same.



Randi Sue Davis
Notary Public

Residing: 3430 Brookview Pl

Expires: 9-10-07

Casper, WY
82604

139939

Jennifer Phillips
JENNIFER SCHWARTZ PHILLIPS

State of Oregon)
County of Clackamas)

On October 27, 2006, personally appeared before me JENNIFER SCHWARTZ PHILLIPS the signer(s) of the within instrument, who duly acknowledged to me that he/she/they executed the same.



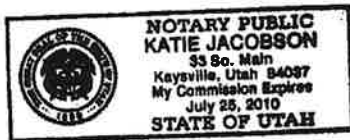
Melissa A. York
Notary Public
Residing:
Expires: June 19, 2009

139939

Janet Schwartz Powers
JANET SCHWARTZ POWERS
aka, *Janet Schwartz Herbert*

State of *Utah*)
County of *Davis*)

On *October 31st*, 2006, personally appeared before me JANET SCHWARTZ POWERS the signer(s) of the within instrument, who duly acknowledged to me that he/she/they executed the same.



Katie Jacobson
Notary Public
Residing: *Kaysville, UT*
Expires: *July 25, 2010*

Recording No. 133291
22 Day October 2002
At 2:00 O'clock P.M.
Dani Schwart
Oneida County Clerk
Filed 9:00
Recorded at Request of E. L. Smith

WARRANTY DEED

VALUE RECEIVED, **KEVIN DAVIS SCHWARTZ and CAROLYN SCHWARTZ BARNES**, Personal Representatives of the Estate of **IVAN WILLIAM SCHWARTZ**, deceased, **JULIE ESTEP**, Personal Representative of the Estate of **WILLIAM IVAN SCHWARTZ JR.**, Deceased; **CAROLYN SCHWARTZ BARNES, JANAE SCHWARTZ WOOD; DeLON SCHWARTZ, KEVIN DAVIS SCHWARTZ; OLGA ANN SCHWARTZ WIMP; and RUTH JEAN SCHWARTZ**, sole and only heirs at law of **CLEO D. SCHWARTZ**, Deceased, the **GRANTORS**, do hereby grant, bargain, sell, convey and confirm unto **ELDEN D. NIELSEN and JOAN T. NIELSEN**, husband and wife, the **GRANTEES**, whose current address is 930 West, Samaria Lane, Malad City, Idaho, 83252, the real property situated in the County of Oneida, State of Idaho, and described as follows:

EM
7

A parcel of land located in the SW¼ of Section 21, Township 14 South, Range 36 East, Boise Meridian, Oneida County, Idaho, and more particularly described as follows:

Commencing at the Southwest corner of said Section 21, from which the West Quarter Corner of Section 21 bears North 00°10'04" West 2642.93 feet; thence North 00°10'04" West 700.46 feet along the West boundary of Section 21 to the Southerly right-of-way line of Samaria Lane (F.A.P. S-1704(1)); thence North 60°37'04" East 658.97 feet along said right-of-way line to a 5/8" rebar and cap labeled "BRIAN ALLEN, PLS 9163", set at a fence corner, the True Point of Beginning; thence North 60°37'04" East 243.84 feet along said right-of-way line to a 5/8" rebar and cap set at the centerline of an existing lane; thence South 33°23'58" East 452.47 feet along said centerline to a 5/8" rebar and cap; thence South 35°20'27" East 248.47 feet along said centerline to a 5/8" rebar and cap; thence South 57°19'35" West 343.85 feet to a 5/8" rebar and cap; thence North 26°02'22" West 719.45 feet to the True Point of Beginning.

TOGETHER WITH 16 shares of the Samaria Lane Pump Company

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his 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 encumbrances and that they will Warrant and Defend the same from all lawful claims.

DATED September 6, 2002

Kevin Davis Schwartz
KEVIN DAVIS SCHWARTZ
Co-Personal Representative of the Estate of
Ivan William Schwartz, Deceased

Carolyn Schwartz Barnes
CAROLYN SCHWARTZ BARNES
Co-Personal Representatives of the Estate of
Ivan William Schwartz, Deceased

Julie Estep
JULIE ESTEP, Personal Representative of the
Estate of William Ivan Schwartz Jr., Deceased

133281

Carolyn Schwartz Barnes
CAROLYN SCHWARTZ BARNES
Kevin Davis Schwartz
KEVIN DAVIS SCHWARTZ

JaNae Schwartz Wood by Carolyn S. Barnes

JaNae Schwartz Wood by Kevin Davis Schwartz
JaNAE SCHWARTZ WOOD

DeLon Schwartz by Carolyn Schwartz Barnes

DeLon Schwartz by Kevin Davis Schwartz
DeLON SCHWARTZ

Olga Ann Schwartz Wimp by Carolyn Schwartz Barnes

Olga Ann Schwartz Wimp by Kevin Davis Schwartz
OLGA ANN SCHWARTZ WIMP

Ruth Jean Schwartz by Carolyn Schwartz Barnes

Ruth Jean Schwartz by Kevin Davis Schwartz
RUTH JEAN SCHWARTZ

By Carolyn Schwartz Barnes and Kevin Davis Schwartz,
Attorneys in fact for JaNae Schwartz Wood, DeLon
Schwartz, Olga Ann Schwartz Wimp, and Ruth Jean
Schwartz

STATE OF WYOMING

COUNTY OF Campbell SS

On this 8th day of October, 2002, before me, the undersigned Notary Public in and for said State, personally appeared KEVIN DAVIS SCHWARTZ, known to me to be a Co-Personal Representative of the Estate of IVAN WILLIAM SCHWARTZ, deceased, and acknowledged to me that he executed the same as such Personal Representative and also in his personal capacity.



Judy A. Scherr
Notary Public
Residing at Seattle, WA
My Commission expires: July 30, 2005

STATE OF WYOMING

COUNTY OF Campbell SS

On this 8th day of October, 2002, before me, the undersigned Notary Public in and for said State, personally appeared KEVIN DAVIS SCHWARTZ, known to me to be the person whose name is subscribed to the within instrument as Attorney-in-fact for JaNae Schwartz Wood, DeLon Schwartz, Olga Ann Schwartz Wimp, and Ruth Jean Schwartz, and acknowledged to me that he executed the same as such Attorney-in-fact.



Judy A. Scherr
Notary Public
Residing at Seattle, WA
My Commission expires: July 30, 2005

STATE OF IDAHO
COUNTY OF ONEIDA, ss

On this 26th day of September, 2002, before me, the undersigned Notary Public in and for said State, personally appeared CAROLYN SCHWARTZ BARNES, known to me to be the persons whose name is subscribed to the within instrument as Attorney-in-fact for JaNae Schwartz Wood, DeLon Schwartz, Olga Ann Schwartz Wimp, and Ruth Jean Schwartz, and acknowledged to me that she executed the same as such Attorney-in-fact.

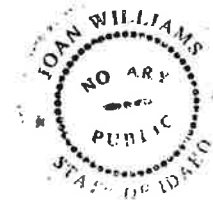

Notary Public
Residing at Malad City, Idaho
My Commission expires 5-6-03



STATE OF IDAHO
COUNTY OF ONEIDA, ss

On this 26th day of aSeptember, 2002, before me, the undersigned Notary Public in and for said State, personally appeared CAROLYN SCHWARTZ BARNES, known to me to be a Co-Personal Representatives of the Estate of IVAN WILLIAM SCHWARTZ, deceased, and acknowledged to me that she executed the same as such Personal Representative, and also in her individual capacity.

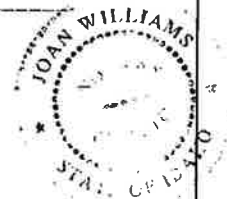

Notary Public
Residing at Malad City, Idaho
My Commission expires :5-6-03



STATE OF IDAHO
COUNTY OF ONEIDA, ss

On this 22nd day of ~~September~~ October, 2002, before me, the undersigned Notary Public in and for said State, personally appeared JULIE ESTEP, known to me to be the Personal Representatives of the Estate of IVAN WILLIAM SCHWARTZ JR., deceased, and acknowledged to me that she executed the same as such Personal Representat ive.


Notary Public
Residing at Malad City, Idaho
My Commission expires :5-6-03



BOUNDARY LINE AGREEMENT AND QUIT CLAIM DEED

THIS AGREEMENT made and entered into this 26th day of Sept., 2002 by and between **Kevin D. Schwartz and Carolyn Schwartz Barnes as Joint Representatives of the Ivan Schwartz Estate, Julie Estep**, Personal Representative of the Estate of William Ivan Schwartz, Jr., Deceased; **Carolyn Schwartz Barnes, JaNae Schwartz Wood; DeLon Schwartz; Kevin Davis Schwartz; Olga Ann Schwartz Wimp; and Ruth Jean Schwartz**, sole and only heirs at law of Cleo D. Schwartz, Deceased, whose current address is Malad, Idaho 83252, (hereinafter "**FIRST PARTY**") and **Eldon D. Nielsen and Joan Nielsen**, husband and wife, whose current address is Malad, Idaho 83252, (hereinafter "**SECOND PARTY**").

RECITALS

I.

The parties to this agreement are adjoining landowners of parcels of property located and described as follows:

FIRST PARTY:

Inst.# 94389

Commencing at a point 3 chains South and 5 chains and 39 links North 57° 30' East of a stake situated between Sections 21 and 29, Township 14 South, Range 36 East Boise Meridian; thence running North 16° 30' West 12 chains and 25 links; thence running North 60° 15' East 10 chains 83 links to opposite center of lane; thence South 34° 30' East along center of lane 11 chains; thence South 57° 30' West 14 chains and 61 links to place of beginning.

Together with 48 shares of the capital stock of the Samaria Lane Pump Company.
Subject to right of way along East side.

SECOND PARTY:

Inst.#89437

Beginning at the Section Corner between Sections 21 and 28, Township 14 south, Range 36 East, Boise Meridian; thence running East 18.50 rods; thence North 58° 00' East 1114.01 feet for point of beginning; and thence running North 58° 00' East 210.37' to the Southwest Corner of the Ivas E. Jones property; thence North 34° 00' West 690 feet, more or less, to the south line of the Samaria Lane; thence South 59° 45' West along the South side of Samaria Lane 210.37 feet; thence South 34° 02' East 695 feet, more or less, to the point of beginning.

Boundary Line Agreement
Prepared by A.A. Hudson & Associates
Schwartz-02085
September 26, 2002

Schwartz
Nielsen

Inst.#104786

Commencing at a point 18.50 rods East of the Section Corner between Sections 20 and 28, Township 14 South, Range 36 East, Boise Meridian; and running thence North 58° 00' East 1641.75 feet; thence South 11° 20' East 700 feet; thence South 59° 58' West 1958 feet; thence North 14° 00' West 616.50 feet; thence North 58° 00' East 371.25 feet, more or less, to the point of beginning. TOGETHER with a right of roadway from the Samaria Lane to the last above described tract of land as said roadway has been used for the last fifty years, which said roadway is used in common with others.

II.

The existing common boundary line between the two properties, as set forth in the deeds held by the parties are described as follows:

FIRST PARTY:

Thence South 34° 30' East along center of lane 11 chains; thence South 57° 30' West 14 chains and 61 links to place of beginning.

SECOND PARTY:

Instr. # 89437:

Thence South 34° 02' East 695 feet; more or less, to the point of beginning.

Instr. # 104786:

and running thence North 58°00' East 1641.75 feet;

The parties desire to establish a new boundary line as a matter of mutual convenience between the adjoining properties.

For the reasons set forth above, and in consideration of the mutual covenants and promises contained in this agreement **FIRST PARTY** and **SECOND PARTY** AGREE AS FOLLOWS:

1. The new boundary line between the property owned by **FIRST PARTY** and **SECOND PARTY**, as established by a survey prepared by Brian J. Allen, a Professional Land Surveyor, State of Idaho, shall be located as follows:

Commencing at the Southwest corner of Section 21, Township 14 South, Range 36 East,

Boundary Line Agreement
Prepared by A.A. Hudson & Associates
Schwartz-02085
September 23, 2002

Schwartz
Nielsen

Boise Meridian, Oneida County, Idaho, from which the West quarter corner of Section 21 bears North 00° 10' 04" West 2642.93 feet;
 Thence North 00° 10' 04" West 700.46 feet along the West boundary of Section 21 to the Southerly right of way line of Samaria Lane (F.A.P. S-1704(1));
 Thence North 60° 37' 04" East 731.50 feet along said right of way line to a 5/8" rebar and cap labeled "BRIAN ALLEN, PLS 9163" set at the centerline of an existing lane, the True Point of Beginning.
 Thence South 33° 23' 58" East 452.47 feet along said centerline to a 5/8" rebar with cap;
 Thence South 35° 20' 27" East 248.47 feet along said centerline to a 5/8" rebar with cap;
 Thence South 57° 19' 35" West 982.56 feet to a 5/8" rebar with cap set at a fence corner.

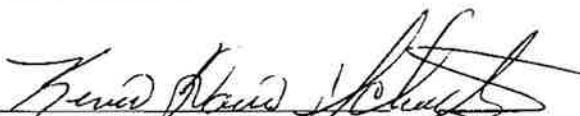
2. Each of us do hereby remise, release and quitclaim as necessary to the other party in this agreement any land lying between the common boundary line by deed and the new common boundary line.

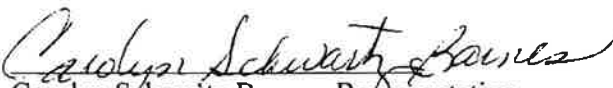
3. This agreement constitutes the entire agreement between the parties, and any prior understanding or representations of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

4. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only in writing signed by each party or an authorized representative of each party.

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

FIRST PARTY


 Kevin D. Schwartz, Representative


 Carolyn Schwartz Barnes, Representative

SECOND PARTY


 Eldon D. Nielsen


 Joan Nielsen

Boundary Line Agreement
 Prepared by A.A. Hudson & Associates
 Schwartz-02085
 September 23, 2002

Schwartz
 Nielsen

133279

Microfilm No. 22 Day October 22 2002
 At 1:50 P.M. Dr. J. D. D. D.
 Recorded at Request of 1800
E. J. D. D.

Julie Estep
 Julie Estep, Personal Representative of
 the Estate of William Ivan Schwartz Jr.,
 Deceased

The sole and only heirs at law of Cleo D. Schwartz, Deceased:

Carolyn Schwartz Barnes
 CAROLYN SCHWARTZ BARNES

Kevin Davis Schwartz
 KEVIN DAVIS SCHWARTZ

Janae Schwartz Wood
 JANA E SCHWARTZ WOOD

Carolyn Schwartz Barnes

DeLon Schwartz
 DeLON SCHWARTZ

Carolyn Schwartz Barnes

Olga Ann Schwartz Wimp
 OLGA ANN SCHWARTZ WIMP

Carolyn Schwartz Barnes

Ruth Jean Schwartz
 RUTH JEAN SCHWARTZ

Carolyn Schwartz Barnes

Janae Schwartz Wood
 JANA E SCHWARTZ WOOD

Kevin Davis Schwartz

DeLon Schwartz
 DeLON SCHWARTZ

Kevin Davis Schwartz

Olga Ann Schwartz Wimp
 OLGA ANN SCHWARTZ WIMP

Kevin Davis Schwartz

Ruth Jean Schwartz
 RUTH JEAN SCHWARTZ

Kevin Davis Schwartz

STATE OF WYOMING
 COUNTY OF Campbell SS

On this 9 day of October, 2002, before me, the undersigned Notary Public in and for said State, personally appeared KEVIN DAVIS SCHWARTZ, known to me to be a Co-Personal Representative of the Estate of IVAN WILLIAM SCHWARTZ, deceased, and acknowledged to me that he executed the same as such Personal Representative and also in his personal capacity.



Judy A. Scherr
 Notary Public
 Residing at Billings, WY
 My Commission expires July 30, 2005

STATE OF WYOMING

COUNTY OF Campbell, ss

On this 8th day of ~~September~~ ^{October}, 2002, before me, the undersigned Notary Public in and for said State, personally appeared KEVIN DAVIS SCHWARTZ, known to me to be the person whose name is subscribed to the within instrument as Attorney-in-fact for JaNae Schwartz Wood, DeLon Schwartz, Olga Ann Schwartz Wimp, and Ruth Jean Schwartz, and acknowledged to me that he executed the same as such Attorney-in-fact.

Judy A. Scherr
 Notary Public

Residing at Elletts, WY
 My Commission expires: July 30, 2005



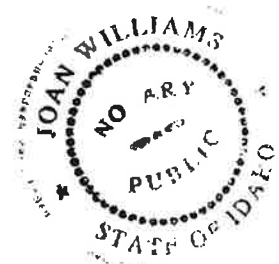
STATE OF IDAHO

COUNTY OF ONEIDA, ss

On this 26th day of September, 2002, before me, the undersigned Notary Public in and for said State, personally appeared CAROLYN SCHWARTZ BARNES, known to me to be the persons whose name is subscribed to the within instrument as Attorney-in-fact for JaNae Schwartz Wood, DeLon Schwartz, Olga Ann Schwartz Wimp, and Ruth Jean Schwartz, and acknowledged to me that she executed the same as such Attorney-in-fact.

Joan Williams
 Notary Public

Residing at Malad City, Idaho
 My Commission expires 5-6-03



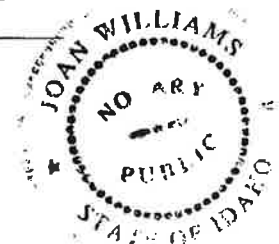
STATE OF IDAHO

COUNTY OF ONEIDA, ss

On this 26th day of aSeptember, 2002, before me, the undersigned Notary Public in and for said State, personally appeared CAROLYN SCHWARTZ BARNES, known to me to be a Co-Personal Representatives of the Estate of IVAN WILLIAM SCHWARTZ, deceased, and acknowledged to me that she executed the same as such Personal Representative, and also in her individual capacity.

Joan Williams
 Notary Public

Residing at Malad City, Idaho
 My Commission expires :5-6-03



STATE OF IDAHO
COUNTY OF ONEIDA, ss

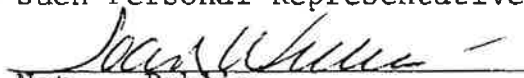
On this 26th day of aSeptember, 2002, before me, the undersigned Notary Public in and for said State, personally appeared CAROLYN SCHWARTZ BARNES, known to me to be a Co-Personal Representatives of the Estate of IVAN WILLIAM SCHWARTZ, deceased, and acknowledged to me that she executed the same as such Personal Representative, and also in her individual capacity.

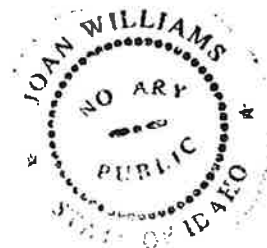

Notary Public
Residing at Malad City, Idaho
My Commission expires :5-6-03



STATE OF IDAHO
COUNTY OF ONEIDA, ss

On this 22nd day of October, 2002, before me, the undersigned Notary Public in and for said State, personally appeared JULIE ESTEP, known to me to be the personal representative of the estate of William Ivan Schwartz, Jr., Deceased, and acknowledged to me that he executed the same as such Personal Representative.


Notary Public
Residing at Malad City, ID
My Commission Expires: 5-6-2003



WARRANTY DEED

For Value Received

*Jenkin Jones, dealing with his separate property
and Lola S. Jones, his wife*
the grantor , do es hereby grant, bargain, sell and convey unto

Ivan Schwartz and Cleo D. Schwartz, his wife
the grantee , the following described premises, to-wit:

*Commencing at a point 3 chains South and 5 chains
and 39 links North 57°30' East of a stake situated
between Sections 21 and 29, Township 14 South,
Range 36 East Boise Meridian; thence running North
16°30' West 12 chains and 25 links; thence running
North 60°15' East 10 chains 83 links to opposite
center of land; thence South 34°30' East along
center of land 11 chains; thence South 57°30' West
14 chains and 61 links to place of beginning.*

*Together with 48 shares of the capital stock of the
Samaria Lane Pump Company.*

Subject to right of way along East side

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 Grantees, that *the y* are the owners in fee simple of said premises; that said
premises are free from all incumbrances

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

Dated: *April 2, 1975.*

Jenkin Jones
Lola S. Jones

STATE OF IDAHO, COUNTY OF *ONEIDA*
On this *2nd* day of *April*, 19 *75*,
before me, a notary public in and for said State, personally
appeared *Jenkin Jones, dealing with his
separate property, and Ivan Schwartz
and Cleo D. Schwartz, his wife*

known to me to be the personS whose name S are
subscribed to the within instrument, and acknowledged to
me that *they* executed the same.

[Signature]
Residing at *Malad*, Idaho
Comm. Expires *12/15/77*

Notary Public

STATE OF IDAHO, COUNTY OF
I hereby certify that this instrument was filed for record at
the request of *J. M. Delaney & Co. Bendore*
at *15* minutes past *4* o'clock P. M.,
this *27th* day of *January*,
19 *76*, in my office, and duly recorded in Book
of Deeds at page

Celine H. Sweeten
Ex-Officio Recorder

By *Melba Jensen* Deputy.
Fees \$ *1.00*
Mail to:

INSTRUMENT NO. *432387*

Instrument no. 68903 ✓

BARGAIN AND SALE DEED

THIS INDENTURE, Made the ---24th--- day of December;---- in the year of our Lord one thousand nine hundred and Forty-Seven--- between THOMAS JONES AND HIS WIFE LULA JONES: of Malad City, County of Oneida State of Idaho; the parties of the first part; AND JENKIN JONES of Malad City, County of Oneida, State of Idaho;--- the party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of ONE DOLLAR and Love and Affection they bear towards the Grantee herein, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain sell and convey unto the said party of the second part, and to his heirs and assigns, forever, all that certain piece or parcel of land situate, lying being in Malad City, in the County of Oneida, and State of Idaho, particularly described as follows, to-wit:

All of Lot Six (6) in Block Nineteen (19) as shown by the Townsite Plat of Malad City, Oneida County, Idaho; as the same appears on file in the office of the County Recorder of Oneida County, Idaho-----

together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion, remainder and remainders, rents, issues and profits thereof; and also all the estate right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said part of the first part, of, in or to the said premises, and every part and parcel thereof, with the appurtenances

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

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

Thomas Jones -6 (Seal)
Lula Jones (Seal)

State of Idaho,
County of Oneida ss.

On this 24th day of December in the year 1947, before me J.F. Fredrickson; a Notary Public in and for said State, personally appeared THOMAS JONES AND HIS WIFE LULA JONES: 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)

J.F. Fredrickson
Notary Public for the State of Idaho,
Residing at Malad, Idaho

Filed Jan 16, 1948 at 2:30 P.M. at request of Thomas Jones
John H. McAllister, Recorder

By Cleon Williams, Deputy

Instrument No. 68904 ✓ BARGAIN AND SALE DEED

THIS INDENTURE, Made the 24th day of December; in the year of our Lord one thousand nine hundred and Forty-Seven between Thomas Jones and his wife Lula Jones, of Malad City, County of Oneida State of Idaho, the parties of the first part; AND JENKIN JONES of Malad City, County of Oneida, State of Idaho; the party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One DOLLAR and Love and Affection they bear towards the grantee herein lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part, and to his heirs and assigns, forever, all that certain piece or parcel of land situate, lying and being in the Malad Valley, in the County of Oneida, and State of Idaho, particularly described as follows, to-wit:

Commencing at a point Three Chains South and Five Chains and 39 links North 57 degrees 30' East of a stake situated between Sections 24 and 29 in Township 14 South, Range 36 East of the Boise Meridian; and running thence North 60 degrees 15' East 10 Chains and 83 links to opposite center of land; thence South 34 degrees 30' East along the center of lane 11 chains; Thence South 57 degrees 30' West 14 chains and 61 links to the place of beginning containing 14.79 acres more or less; together with Five (5) shares of the Capital Stock of the Malad Valley Irrigating Company, and Idaho corporation.

Above said premises not to be sold or mortgaged within or before Ten years from the date of this Indenture of Deed. together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest property, possession, claim and demand whatsoever, as well in law as in equity, of the said part of the first part, of, in or to the said premises, and every part and parcel thereof, with the appurtenances.

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

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

Thomas Jones (Seal)
Lula Jones (Seal)

State of Idaho,
County Of Oneida, ss

On this 24th day of December in the year 1947, before me J.F. Fredrickson; a Notary Public in and for said State, personally appeared THOMAS JONES AND HIS WIFE LULA JONES: 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)

J.F. Fredrickson
Notary Public for the State of Idaho,
Residing at Malad, Idaho

Filed 16th Jan. 1948 at 2:35 P.M. at request of Thomas Jones
John H. McAllister, Recorder

By Cleon Williams, Deputy

THIS INDENTURE, Made the 12th day of July in the year of our Lord One Thousand Nine Hundred and Thirty-four between Jemima Stuart, a widow of Malad, of the County of Oneida and State of Idaho the party of the first part, and Tillie Davis of Malad, of the County of Oneida and State of Idaho, the party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One and no/100 and other valuable consideration Dollars, lawful money of the United States of America, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents demise, release and forever quit claim unto the said party of the second part, and to her heirs and assigns all that certain lot and parcel of land situated in Oneida County, of the State of Idaho, particularly described, to-wit:

Beginning at a point 272.5 feet North of the Southeast corner of Block Eight (8) of the Malad Townsite Survey; and running Thence West 148.50 feet; Thence North 57 feet; to the lot of F. E. Jones; Thence East 148.50 feet to the East line of said Block Eight (8); thence South 57 feet to the place of beginning; RESERVING AND EXCEPTING THEREFROM however; a Tract Ten (10) feet square in the Northeast corner of said described tract for the purpose of digging and completing and maintaining a Well with proper covering, for irrigation, culinary and domestic and other proper purposes.

Also a right of way in common with Grantors predecessors in interest and others who have or may have rights therein, in, to and over the following described land; to-wit: Beginning at a point 9 rods West of the Southeast corner of Block 8 of the Malad Townsite Survey; Thence running North 20 rods; Thence West 16 feet; Thence South 20 rods to the street; Thence East 16 feet to the point of beginning; the intent being to grant the owners of above premises a right of way from the street to and from the above described premises.

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

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

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

Signed, Sealed and Delivered in the Presence of

D. W. Thomas
STATE OF IDAHO,
County of Oneida,

Jemima Stuart.

SS.

On this 12th day of July in the year 1934, before me D. W. Thomas, a Notary Public in and for said County and State, personally appeared Jemima Stuart, a widow known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

D. W. Thomas.

Notary Public.

Residence Malad, Idaho.

(Seal)

Filed for record this 12 day of Sept. 1934 at 9:30 A. M. at request of Jno. W. Clark.

D. P. Jones Jr. Recorder.

COMPARED

INST. NO. 51348

WARRANTY DEED.

THIS INDENTURE, Made this Nineteenth day of September in the year of our Lord one thousand nine hundred and Thirty-four between Mrs. Jenkin Jones, also known as Mary Jones, a widow, of Malad County of Oneida, State of Idaho, the party of the first part and Katherine Palmer, Mary E. Jones, Margaret Jones, and Thomas Jones, the children of the grantor, of Malad, County of Oneida, State of Idaho, the parties of the second part;

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One and 0/00 Dollars, and love and affection, lawful money of the United States of America, to her in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, all the following described real estate, situated in Oneida County, State of Idaho, to-wit:

✓ Lot Four (4) of Block Thirteen (13) of the original townsite Survey of Malad City, Oneida County, Idaho, as the same appears on file in the office of the County Recorder of Oneida County, Idaho.

Also-Commencing at a point Four (4) rods West of the Southeast corner of lot number Three (3) in Block number Twenty-six (26) of the original townsite plat of Malad City, Oneida County, Idaho, now on file in the office of the County Recorder of said County; thence running West Four (4) rods; thence North Twenty (20) rods; thence East Four (4) rods; thence running South Twenty (20) rods to the place of beginning, containing one-half ($\frac{1}{2}$) acre.

✓ Also-The East Half of the Southeast quarter of Section Eight (8) and the North Half of the Northeast quarter of Section Seventeen (17) in Township Twelve (12) South, Range Thirty-five (35) East of the Boise Meridian, in Idaho, containing 160 acres.--

✓ Also-Commencing at a point Eight (8) rods and Five (5) feet North of a stake situated at the Southeast corner of the Southwest quarter of Section Sixteen (16) in Township Fourteen (14) South, Range Thirty-six (36) East of the Boise Meridian; and running Thence West (22) rods and (13) feet; thence North Nine (9) rods and One and one-half ($1\frac{1}{2}$) feet; Thence East (22) rods and (13) feet; Thence South Nine (9) rods and One and one-half feet ($1\frac{1}{2}$) feet to the place of beginning, and containing 1.28 acres, more or less. Together with all improvements located on all of the above described lands.--

✓ Also- Commencing at a stake lying on the South side of Bannock Street in Malad City, Idaho, and lying in the east half of the Southeast quarter of Section 21, Tp. 14 S.R. 36 E.B.M.; thence running Southwesterly at right angles to said street 352 feet; thence Northwest parallel with said street 132 feet; thence Northeasterly at right angles with said street 352 feet; thence Southeast along the South line of said street 132 feet to the place of beginning, containing one acre more or less in Oneida County, Idaho.

✓ Also- The South Half of the Southwest Quarter of Section Fourteen (14), and the North Half of the Northwest Quarter of Section Twenty-three (23), in Township Thirteen South, Range Thirty-six, East of the Boise Meridian, Oneida County, State of Idaho.

✓ Also-The Southeast quarter and the East Half of the Southwest quarter of Section Six (6) and the Northeast quarter of the Northwest quarter and the Northwest quarter of the Northeast quarter of Section Seven (7) in Township Thirteen (13) South, Range Thirty-three (33) East of the Boise Meridian, in Idaho, containing 320 acres, together with all improvements located thereon.

Also-Beginning at corner Number One from which the Southeast corner of Section Twelve in Township Sixteen South, of Range Thirty-six (36) East of the Boise Meridian, bears North $1^{\circ} 37'$ West 39 links distant; Thence South $89^{\circ} 35'$ East 11.29 chains to corner Number Two (2); Thence North 22 minutes West 10.08 chains to corner number Three (3); Thence South $89^{\circ} 46'$ East 29.96 chains to corner Number Four (4); Thence South One minute West 10.14 chains to corner Number Five (5); Thence North $89^{\circ} 59'$ West 10 chains to corner number six (6); Thence South

Four minutes West 9.95 chains to corner Number Seven (7); Thence North 89° 48' West 20.06 chains to corner Number Eight (8); Thence South Twelve minutes West 10.05 chains to corner Number Nine (9); Thence North 89° 47' West 11.08 chains to corner Number Ten (10); Thence North Nine minutes East 20.01 chains to corner Number One; the place of beginning, and containing 72.51 acres, according to the official plat of the Survey of the said land returned to the general Land office by the Surveyor General. --Together with a right of roadway One rod wide leading to and from the above described premises to the main public highway and running through the Southeast quarter of the Northwest quarter and the South Half of the Northeast quarter of Section Thirteen in Township Sixteen, South, Range Thirty-six East of the Boise Meridian, the same as said roadway is now located and used through said tract. Also any and all Springs and water rights now used with or upon said premises; or in anywise used with and appurtenant to said premises.-----

✓ Also- The West Half of the Southeast quarter and the Southeast quarter of the Southeast quarter of Section Five (5) and the Northwest Quarter of the Northeast quarter of Section Eight (8) in Township Fourteen (14) South Range 35 East of the Boise Meridian, in Idaho, containing 160 acres. Together with all improvements thereon and all waters and water rights used with upon and belonging to and with said lands.

✓ Also- Lot Eight (8) of Block Nineteen (19) of the original townsite Survey of Malad City, Oneida County, Idaho, as the same appears on file in the office of the County Recorder of Oneida County, Idaho.

✓ Also--The East Half of the Northwest Quarter of Section Seventeen (17) in Township Fourteen (14) South, Range Thirty-six (36) East of the Boise Meridian, containing 80 acres.

30 Beginning at the Southwest corner of section 16, Township 14 South Range 36 East of the Boise Meridian, in Idaho; Thence running North 374 feet; thence East 465 feet; thence South 374 feet; thence West 465 feet to the place of beginning and containing 4 acres.

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

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

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

Signed, Sealed and Delivered

in the Presence of:

D. W. Thomas.

Mary Jones

(Seal)

STATE OF IDAHO)

COUNTY OF ONEIDA)

SS

On this Nineteenth day of September, in the year 1934, before me, D. W. Thomas, a Notary Public for said State, personally appeared Mrs. Jenkin Jones, also known as Mary Jones, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

D. W. Thomas.

Notary Public in and for the State of Idaho, Residing at : Malad, Idaho, Oneida County.

(Seal)

Filed for record this Sept. 20, 1934 at 10:10 A.M. at request of Thomas Jones.

D. P. Jones Jr. Recorder.

COMPARED

INST. NO. 51349 ✓ SHERIFF DEED ON FORECLOSURE.

This deed made the 24th day of March, 1925, by Morgan W. Tovey, Sheriff of the County of Oneida, State of Idaho, the grantor, to MARY JONES of Malad, County of Oneida, State of Idaho, the grantee, witnesseth:

THAT WHEREAS, in and by a judgment and decree made on the 25th day of February, 1924, and entered on the 25th day of February, 1924, in and by the District Court of the Fifth Judicial District, of the State of Idaho, in and for the county of Oneida, in a suit then pending in said court, wherein the said Mary Jones was plaintiff, and Edward J. Evans, and First National Bank of Malad, a corporation were defendants, it was, among other things, ordered, adjudged and decreed that the mortgaged premises described in the complaint and decree in said action sold at public auction by the sheriff of the said county, in the manner directed by law, a certified copy of which decree, with an order of sale thereon, was duly issued and delivered to said sheriff, requiring him to make sale of said premises as therein directed;

AND WHEREAS, in obedience to said decree and order of sale, and after due public notice given as required by law, the said sheriff did, on the 22nd day of March, 1924, at 12 O'clock, Noon, of said day, at public auction, duly sell in front of the County Court House, in Malad, Oneida County, Idaho, the premises in said decree and hereinafter described;

AND WHEREAS, at such sale, said premises were fairly sold to said Mary Jones, the judgment creditor in said action for the sum of Three Thousand Four Hundred Sixty-four & 61/100 Dollars, (\$3,464.61), she being the highest bidder, and that sum the highest bid therefor, which sum was duly paid by said purchaser to said sheriff, and said sheriff thereupon delivered his certificate of sale to said purchaser, and filed a duplicate thereof in the office of the County Recorder of said County of Oneida, as required by law;

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

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

Lot Four (4) of Block Thirteen (13) of the original Townsite Survey of Malad City, Oneida County, Idaho, as the same appears on file in the office of the County Recorder of Oneida County, Idaho.

Also commencing at a point Three (3) chains South and Five (5) chains and (39)



IDAHO DEPARTMENT OF
WATER RESOURCES

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

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

May 08, 2024

MARLA MC CLELLAN
1331 N 2100 W
MALAD CITY ID 83252-6511

Re: Change in Water Right Ownership: 15-7153 (Split into 15-7153 and 15-7512) and 15-7361 (Split into 15-7361 and 15-7513)

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of a portion of the above referenced water right(s) to you. The Department has modified its records based on the information received and has enclosed a computer-generated report for you.

Your portion of each water right(s) has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original water right.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 497-3787.

Sincerely,

Jonie Bailly
Technical Records Specialist 1

Enclosure(s)

cc: IDAHO AG CREDIT FLCA
ELDEN NIELSEN