

67-325

CONFIDENTIAL DEED

THIS AGREEMENT, made this 11th day of June, in the year of our Lord One Thousand Nine Hundred and fifty-nine, between Bertha Lords, a widow, of Ashton, County of Fremont, State of Idaho, the party of the first part, and STATE OF IDAHO, for the use and benefit of the DEPARTMENT OF FISH AND GAME, of Boise, County of Ada, State of Idaho, the party of the second part:

WITNESSETH: That the said party of the first part, for and in consideration of the sum of One Thousand and no/100 - - DOLLARS, lawful money of the United States of America, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents, Grant, Bargain, Sell and Convey and Confirm unto the said party of the second part, and to its successors and assigns forever: All that certain lot, piece or parcel of land situated, lying and being in the County of Fremont, State of Idaho, bounded and more particularly described as follows, to-wit:

Beginning at a point of the township line common to Townships 8 and 9 North, Range 42 East, Boise Meridian, which point lies east a distance of 1192.5 feet from the south section corner common to Sections 33 and 34 and which point is also the point of beginning of the State Fish Hatchery property survey herein designated Station "1", said State property of record in Fremont County, Book 25 of Deeds, page 71, thence North 2° 55' East 430 feet to the south right of way line of the county road and also Station No. 2 of said State Fish Hatchery survey, thence North 87° 55' West 60 feet, thence South 7° 11' West 982 feet, more or less, to Station No. 35 of the above said State land survey, thence North 17° 36' East 516 feet to Station No. 36, thence North 2° 55' East 49 feet to the point of beginning and said Station No. 1, said lands being portions of and lying within the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 34, Township 9 North, Range 42 East, Boise Meridian, and Lot 3 of Section 3, Township 8 North, Range 42 East, Boise Meridian. Comprising 1.37 acres, more or less, and reserving to the party of the first part a right of way 20 feet wide across the extreme north end of the premises above described, adjacent to and parallel to the county road, which right of way is hereby reserved as an easement. Subject to pole line easement and restrictions of U. S. Patent.

The grantor reserves the right to waste irrigation waters from adjacent lands owned by grantor, and lying to the north and east of the above described lands, across and into a waste water canal to be constructed across said lands by the grantee, same to be adequate for said waste waters and to be permanent and maintained by grantee.

It is also understood and agreed that the grantee will not permit water to back up and over-sub grantor's land, but in the event such should happen, grantor reserves the right to regulate said drain canal in a reasonable manner and to the extent necessary for relieving her property of surplus and damming waters.

In the construction of said canal or wasteway the grantee herein covenants and agrees that in the event blasting to remove rock is resorted to by the grantee or its authorized agent or agents that all rock, of reasonable diameter, caused to fall on the cultivated lands of the grantor will be removed therefrom by the grantee.

The grantee agrees, that in construction of fences for the protection of said property, that said fence will be located on the east side of said canal to be constructed by the grantee where practical and that fences presently in existence on said lands, being a part of the property of the grantor, will be moved where necessary at the expense of the grantee to provide for a livestock lane to be located immediately west of said drainage canal. The grantee further agrees to install an adequate culvert in said canal to be located on the above designated 20-foot right of way to provide for unrestricted passage of livestock; Provided that grantee shall not allow water to back up on grantor's land or to over-sub same. Grantor reserves the right to regulate said drain canal in a reasonable manner to protect her property.

This deed is made to correct an error in the description of the premises conveyed in a prior deed between the parties hereto, dated the 22nd day of December, 1958, and recorded in Deed Record in Book 67, Page 95, in the office of the Clerk and Recorder of Fremont County, Idaho, it having been the intention of the parties by such prior deed to convey the premises hereinabove described.

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

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

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

X Bertha Lords
Grantor

STATE OF IDAHO)
)
 ss
County of Fremont)

On the 12 day of June in the year 1959, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Bertha Lords, 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 writtten.



290921

Filed for record at the request of

Fremont Title Co

205
June 17
1959

Joseph Litten
Notary Public
Residing at St. Anthony, Idaho

67 95

WARRANTY DEED

THIS INDENTURE, Made this 22nd day of Dec. in the year of our Lord One Thousand Nine Hundred and fifty-eight, between Bertha Lewis, a widow, of Ashton, County of Fremont, State of Idaho, the party of the first part, and STATE OF IDAHO, for the use and benefit of the DEPARTMENT OF FISH AND GAME, of Boise, County of Ada, State of Idaho, the party of the second part:

WITNESSETH: That the said party of the first part, for and in consideration of the sum of One Thousand and No/100 - - DOLLARS, lawful money of the United States of America, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents, Grant, Bargain, Sell and Convey and Confirm unto the said party of the second part, and to its successors and assigns forever: All that certain lot piece or parcel of land situated, lying and being in the County of Fremont, State of Idaho, bounded and more particularly described as follows, to-wit:

Beginning at a point on the township line common to Townships 8 and 9 North, Range 42 East, Boise Meridian, which point lies east a distance of 1192.5 feet from the south section corner common to Sections 33 and 34 and which point is also the point of beginning of the State Fish Hatchery property survey herein designated Station "1", said State property of record in Fremont County, Book 25 of Deeds, page 71, thence North 2° 55' East 430 feet to the south right of way line of the county road and North 87° 55' West 60 feet, thence South 7° 11' West 982 feet, more or less, to Station No. 35 of the above said State land survey, thence North 17° 36' East 516 feet to Station No. 36, thence North 2° 55' East 49 feet to the point of beginning and said Station No. 1, said lands being portions of and lying within the SW1/4, Section 34, Township 9 North, Range 42 East, Boise Meridian, and Lot 1 of Section 3, Township 8 North, Range 42 East, Boise Meridian, comprising 1.37 acres, more or less, except a right of way 20 feet wide across the extreme north end of the premises above described, adjacent to and parallel to the county road, which right of way is hereby reserved as an easement. Subject to pole line easement and restrictions of U. S. Patent waters

The grantor reserves the right to waste irrigation from adjacent lands owned by grantor, and lying to the north and east of the above described lands, across and into a waste water canal to be constructed across said lands by the grantee, same to be adequate for said waste waters and to be permanent and maintained by grantee.

It is also understood and agreed that the grantee will not permit water to back up or over-sub grantor's land, but in the event such should happen, grantor reserves the right to regulate said drain canal in a reasonable manner and to the extent necessary for relieving her property of surplus and damaging waters.

In the construction of said canal or wasteway the grantee here-in covenants and agrees that in the event blasting to remove rock is resorted to by the grantee or its authorized agent or agents that all rock, of reasonable diameter, caused to fall on the cultivated lands of the grantor will be removed therefrom by the grantee.

The grantee agrees that in construction of fences for the protection of said property, that said fence will be located on the east side of said canal to be constructed by the grantee where practical and that fences presently in existence on said lands, being a part of the property of the grantor, will be moved where necessary at the expense of the grantee to provide for a livestock lane to be located immediately west of said drainage canal. The grantee further agrees to install an adequate culvert in said canal to be located on the above designated 20-foot right of way to provide for unrestricted passage of livestock. Provided that grantee shall not allow water to back up on grantor's land or to over-submerge. Grantor reserves the right to regulate said drain canal in a reasonable manner to protect her property.

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

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

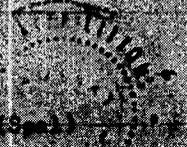
IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand and seal the day and year first above written.

Bertha Lords
Grantor

STATE OF IDAHO)
) ss
County of Fremont)

On the 22nd day of December in the year 1958, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Bertha Lords, 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.



Harold G. Atch
Notary Public
Residing at St. Anthony, Idaho

293378
Filed at Register's Office
St. Anthony, Idaho
July 15, 1959
By Monte Russell
County Clerk, Deputy