

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: **A75-13710**
Date Received: 6/ 8/2000
Receipt No: E022388
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: GARY L GODFREY 208-756-3906
Address: PO BOX 282
CARMEN ID 83462

2. Date of Priority: AUG 21, 1911

3. Source: TOWER CREEK Trib. to: SALMON RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
23N	22E	17	NW	NW	NE		LEMHI

5. Description of diverting works:
DAM OF ROCKS AND LUMBER DIVERTED INTO IRRIGATION DITCH

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.150		

7. Total Quantity Appropriated is:
0.162 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 12.5 Acre Feet Per Annum.

9. Non-irrigation uses:
1 HOUSE, 4 HORSES

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
23N	22E	17	SE	NW		IRR	5.4



10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	5.4
					Total Acres	5.4

11. Place of use in counties: LEMHI

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:

14. Remarks:

THERE IS A DAM OF ROCKS, LUMBER & TARPS TO MAKE A HEADGATE WHERE WATER IS DIVERTED INTO AN IRRIGATION DITCH. TO MY KNOWLEDGE THIS HEADGATE HAS BEEN LIKE THIS SINCE AT LEAST THE EARLY 70'S IRRIGATED PROPERTY IS IN THE TOWER CREEK PROPERTY SUBDIVISION LOTS 4 AND 5, BLOCK 3

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): _____ Date: _____
_____ Date: _____

State of Idaho)
) SS.
County of _____)

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 20 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number A75-13710Date Received 7-16-96Receipt Number E022398 LT.

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

RECEIVED

JUL 16 1996

Department of Water Resources
Eastern Region

Please type or print clearly

1. Name of Claimant (s) GARY L. GODFREY Phone (208) 756-3904
Mailing Address P.O. Box 282 CARMEN, Id. Zip 83462

2. Date of Priority (Only one (1) per claim) Aug. 31, 1911

3. Source of water supply (a) TOWER CREEK
which is tributary to (b) SALMON RIVER

4. a. Location of existing point of diversion is: Township 23 N. Range 22 E. Section 17,
SW ^{NW} ^{NW} ^{NE} 1/4 of ~~16E~~ 1/4 of ~~16E~~ 1/4, Govt. Lot, _____ B.M., County of Lemhi

Additional points of diversion if any: _____

b. If instream flow, beginning point of claimed instream flow is:

Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,

Govt. Lot _____ B.M., County of _____

ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____

_____ 1/4, Govt. Lot _____ B.M., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well.

There is a dam of rocks,
lumber, & TARPS to make a headgate where water is
diverted INTO AN IRRIGATION ditch. To my knowledge THIS headgate
has been like this SINCE AT LEAST The early 70's.

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For Irrigation purposes from 4-1 to 11-1 amount 0.15 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 0.162 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is 12.5 acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) 1 household - Presently 4 horses

10. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
23N	22E	17								X									5.4

Total number of acres irrigated 5.4

11. In which county (ies) are lands listed above as place of use located? Lemhi

12. Do you own the property listed above as place of use? Yes X No _____
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.
WATER Right WELL for Domestic & Stockwater Use or None ()

14. Remarks: IRREGATED property is in the Tower Cr. Property Subdivision. Lots 4 and 5, Block 3

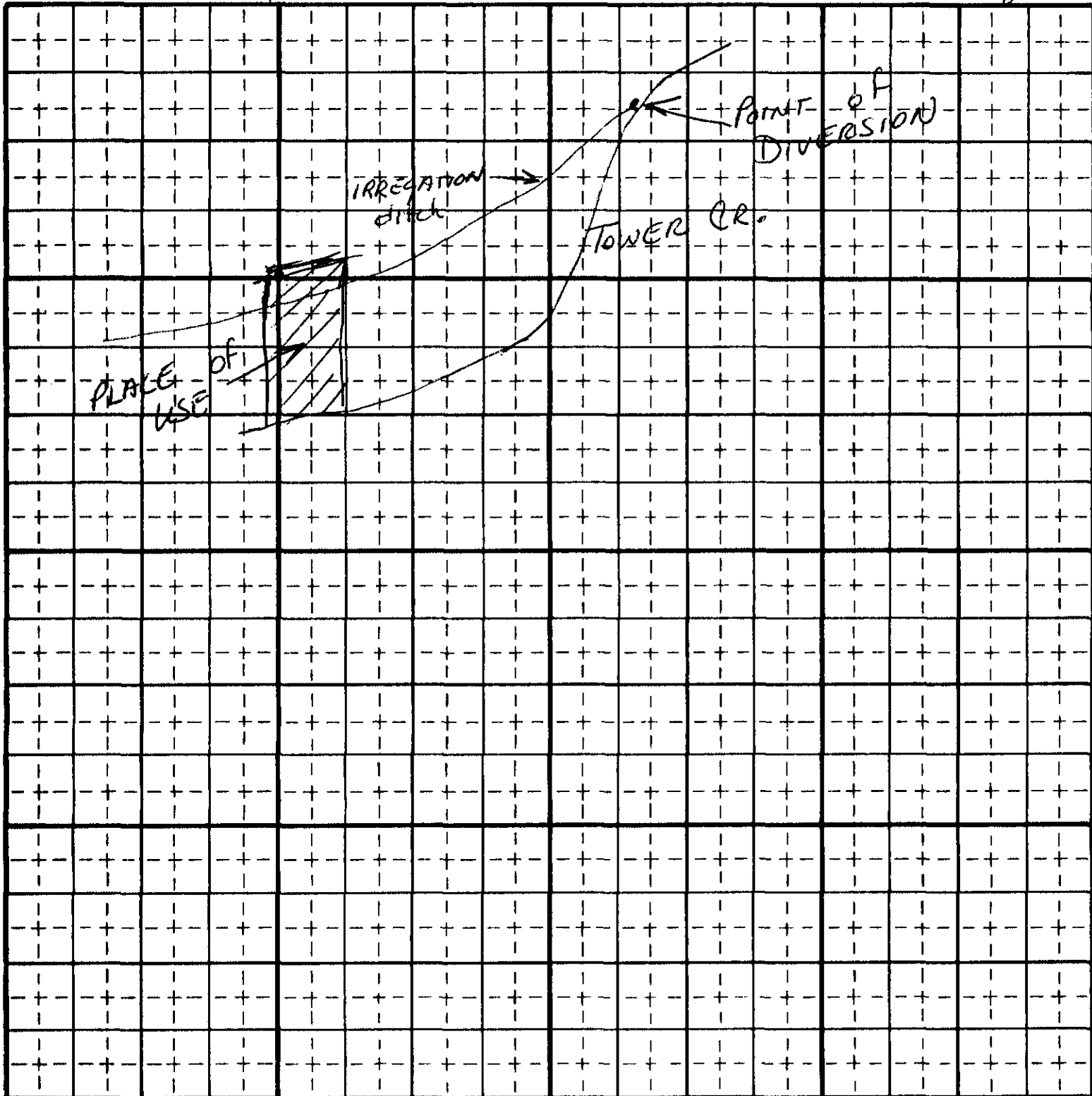
Last Name GODFREY Ident No. _____

Copies: White -State, Yellow-Claimant

Map of Project: show clearly the point of diversion, place of use, section number, township, and range number.

Scale: 2 inches equals 1 mile

Township - 23N, Range 22E, Section 17 $\frac{1}{4}, \frac{1}{4}$ - SW, NE, NW quarter
NW, SE, NW quarter



Last Name Godfrey

Ident No. _____

Copies: White-State, Yellow-Claimant

15. Basis of Claim (check one) Beneficial Use X Posted Notice _____ License _____ Permit _____
Decree _____
If applicable provide IDWR Water Right Number _____
Court _____ Case Number _____ Decree Date _____
Plaintiff vs Defendant _____

16. Signature (s)

(a.) By signing below, I/We acknowledge that I/We have received, read, and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments _____

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) Craig H. Godfrey

Date 7-9-96

Date _____

For Organizations: I do solemnly swear or affirm that I am _____

Title _____

of _____, that I have signed the foregoing

Organization

document in the space below as _____

Title

of _____

Organization

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____

Title and Organization _____

Date _____

State of Idaho/or _____)

County of LEMHI)

SS.

Subscribed and sworn (or affirmed) before me this 9th day of July 19 96

SEAL

Notary Public Melissa Cole

Residing at Salmon ID

My Commission Expires 11/8/2000

Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, _____ will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____

Address _____

Date _____

Last Name Godfrey

Ident. Number _____

Copies White-State, Yellow-Claimant

RECEIPT
For Monies Paid
to the
Idaho Department of Water Resources

Receipt No: _____

Date: _____
Time: _____

Received
From: _____

Type of Payment

Program Acct

Amount

ADJUTANT GENERAL

CHECK

Total

RECEIVED: _____

Theresa Doyle

DEPARTMENT OF THE INTERIOR,
UNITED STATES LAND OFFICE HAILEY, IDAHO.
DESERT LANDS

Serial No. 0901
Receipt No. 540860

Patent to contain provisions, CERTIFICATE
reservations, conditions and
limitations of the Act of June 22,
1910 (36 Stat., 583)

July 10th, 1911.

It is hereby certified that, in pursuance of the act of Congress approved March 3, 1877, as amended by the act of March 3, 1891, entitled "An Act to provide for the sale of desert lands in certain States and Territories," Samuel E. Bowler, Assignee of Joseph Goodin, Carmen of Lemhi County, State of Idaho has purchased of the Register of this Office, and made payment in full for the land described as follows, to wit: SW1/4SE1/4, Sec. 8 NW1/4NE1/4 E1/2NW1/4 Section 17 Township 23 N., Range 22 E., Boise Meridian, Idaho, containing 160 acres, at the rate of \$1.25 per acre amounting to Two Hundred Dollars and 00 cents.

NOW, THEREFORE, BE IT KNOWN THAT, on presentation of this Certificate to the COMMISSIONER OF THE GENERAL LAND OFFICE, the said Samuel E. Bowler, assignee of Joseph Goodin, shall be entitled to receive a Patent for the land above described.

P.F.Horne, Register.

Recorded at the request of Samuel E. Bowler, August 21, 1911, at 40 minutes past 2 o'clock P.M., in Book R of Deeds, page 551, Records of Lemhi County, Idaho.



County Recorder



Deputy.

THIS INDENTURE, Made this 18th day of August, in the year of our Lord one thousand nine hundred and twenty-eight between GEORGE B. YOUNG and ARDITH M. YOUNG, husband and wife, of Salmon, Lemhi County, Idaho, parties of the first part, and SAMUEL E. BOWLER and HARRIET E. BOWLER, husband and wife, of the same Salmon, Lemhi County, Idaho, the parties of the second part.

WITNESSETH, that the said parties of the first part, for and in consideration of ONE DOLLARS, lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have GRANTED, BARGAINED and SOLD and by these presents do GRANT, BARGAIN, SELL, CONVEY and CONFIRM unto the said parties of the second part, and to their heirs and assigns forever; an undivided one-third interest in common in and to the following described land situate, lying and being in the County of Lemhi, State of Idaho, and particularly described as follows, to-wit:

The Southwest Quarter of the Southeast Quarter of Section Eight, the Northwest Quarter of the Northeast Quarter and the East Half of the Northwest Quarter of Section Seventeen, The Southeast Quarter of the Southeast Quarter of Section Eight, the South Half of the Southwest Quarter and the Northeast Quarter of the Southwest Quarter of Section Nine, all in Township Twenty-three North of Range Twenty-two East of the Boise Meridian.

Together with a like undivided one-third interest in all ditches, water and water rights belonging thereto or used in connection therewith. This conveyance is made subject to those two certain mortgages recorded in Book "A" of Mortgages page 38 and Book "K" of Mortgages pages 528-29-30 respectively. It is intended and this indenture does hereby convey an undivided One-Third interest in common and undivided of, in and to the above described premises.

Meaning and intending hereby to re-convey to said parties of the second part all and the same interest in said land conveyed by the said parties of the second part herein to the said George B. Young by deed dated June 15, 1923, and recorded in the office of the County Recorder of said County of Lemhi in Book 26 of Deeds at page 429.

Together with all and singular the tenements, hereditaments and appurtenances hereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all estate, right, title, interest in and to the said property, possession, claim and demand whatsoever, as well in law as in equity, of the said parties of the first part, of, in or to the said premises, and every part and parcel thereof, with the appurtenances to have and hold, all and singular the above mentioned and described premises, together with the appurtenances, unto the parties of the second part, and to their heirs and assigns forever. And the said parties of the first part, and their heirs, the said premises in the quiet and peaceful possession of the said parties of the second part, their heirs and assigns, against the said parties of the first part, and their heirs, against all and every person and persons whomsoever, lawfully claiming or to claim, the same shall and will warrant and by these presents forever defend.

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

Signed, Sealed and Delivered in the presence of:

George B. Young (SEAL)
Ardith M. Young (SEAL)

STATE OF IDAHO,)
) ss.
COUNTY OF LEMHI.)

On this 18th day of August, in the year 1928, before me, Enoch W. Whitcomb, a Notary Public in and for the said State, personally appeared George B. Young and Ardith M. Young, 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- Enoch W. Whitcomb,
Notary Public, Residing at Salmon, Idaho.

Recorded at request of Mrs. S. E. Bowler, at 30 minutes past 4 o'clock P.M., August 18th, 1928, in Book 29 of Deeds, on page 151, Records of Lemhi County, Idaho.

Fee: 1.50

6070 S. E. Bowler
County Recorder

207-10-18-28
20.8.28

D E E D.

27-5263-Central NFIA
Loan of S. E. Bowler

THIS INDENTURE made and entered into on this 17th day of January, A.D. 1931, by and between SAMUEL E. BOWLER, also known as S. E. BOWLER, and HARRIET E. BOWLER, also known as Mrs. S. E. Bowler, husband and wife, as the parties of the first part herein, and THE FEDERAL LAND BANK OF SPOKANE, a corporation, with its principal place of business at Spokane, Washington, as the party of the second part herein,

WITNESSETH, That whereas the said parties of the first part are the owner of certain real property hereinafter described, on which there is a mortgage to The Federal Land Bank of Spokane, which mortgage was made, executed and delivered by Samuel E. Bowler also known as S. E. Bowler, and Harriet E. Bowler, also known as Mrs. S. E. Bowler, husband and wife, to secure the payment of a note in the principal sum of \$3300.00, dated the 7th day of October, 1922, which said mortgage was on the 14th day of October, 1922, filed in the office of the Recorder of the County of Lemhi, State of Idaho, and thereafter recorded in Book K of Mortgages, at page 528, 529 & 530.

AND WHEREAS, the said parties of the first part have failed to comply with the terms and conditions of said note and mortgage in that they failed to make payments of taxes and assessments which have been assessed and levied upon the said premises and they failed to make payments of the installments on said note as they have become due and payable;

AND WHEREAS, by reason of such default on the part of the parties of the first part, the right to foreclose said mortgage has fully accrued to the said party of the second part according to the terms of said mortgage, and the party of the second part is about to declare the said note, and the whole thereof, due and payable and to foreclose its mortgage;

AND WHEREAS, said parties of the first part are unable to pay said sum or any portion thereof and it has been agreed by and between the parties hereto that in order to satisfy said debt and to avoid the expense of proceedings to foreclose said mortgage the said parties of the first part shall convey said mortgaged premises to the said party of the second part as and for a full satisfaction of said note and mortgage and that the said party of the second part shall so accept said conveyance and satisfy and discharge said mortgage;

AND WHEREAS, the said part..of the first part, having been fully advised in the premises, and after due consideration thereof, have concluded and do hereby covenant, it to be a fact that the indebtedness against the said premises is in excess of the market value of the said premises;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, That the said parties of the first part for and in consideration of the sum of \$1.00 and other valuable considerations, to them in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby convey, remise, release and forever quitclaim unto the said party of the second part, and to its successors and assigns, the following described real estate, situated in the County of Lemhi and State of Idaho, to wit:

The Southwest Quarter of the Southeast Quarter of Section Eight, and the Northwest Quarter of the Northeast Quarter, the East Half of the Northwest Quarter of Section Seventeen, Township Twenty-three North of Range Twenty-two, East of the Boise Meridian, containing 160 acres of land. The South-east Quarter of the Southeast Quarter of Section Eight, South Half of the Southwest Quarter and the Northeast Quarter of the Southwest Quarter of Section Nine, all in Township Twenty-three North of Range Twenty-two East of the Boise Meridian, containing 160 acres of land; excepting therefrom the following described parcel of land, to wit: Beginning at a point North 53° 30' West 1264.4 from the Southeast corner of Section 8, Township 23 North, Range 22 E.W.M., thence North 52° West 208.7 feet; thence North 38° East 208.7 feet; thence South 52° East 208.7 feet; thence South 38° West 208.7 feet to the place of beginning, containing one acre of land.

Together with all the tenements, hereditaments, rights, privileges and appurtenances thereunto belonging; together with all waters and water rights of every kind and description, however evidenced or manifested, which may be appurtenant to said premises, or incident to the ownership thereof, or used in connection therewith, and all watering and irrigating apparatus and fixtures belonging to or used in connection with said premises; and together with any and all stock in any National Farm Loan Association subscribed for or held in connection with the loan from The Federal Land Bank of Spokane, secured by mortgage on said property.

TO HAVE AND TO HOLD said premises unto the party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

Samuel E. Bowler (SEAL)
Harriet E. Bowler (SEAL)

STATE OF IDAHO,)
: ss.
COUNTY OF LEMHI.)

I, the undersigned, a Clerk of the District Court, in and for the above named County and State, do hereby certify that on this 17th. day of January, 1931, personally appeared before me Samuel E. Bowler, also known as S. E. Bowler, and Harriet E. Bowler, also known as Mrs. S. E. Bowler, husband and wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year above written.

(Seal)

W. W. Simmonds,
Clerk of the District Court, residing at
Salmon, Idaho.

Recorded at the request of J.A. Harpudon March 5th 1931 at 30 minutes past 1 o'clock P.M., in Book 29 of Deeds, page 613, Records of Lemhi County, Idaho.

D E E D

THIS INDENTURE, made this 13th day of February, 1942, between THE FEDERAL LAND BANK OF SPOKANE, a corporation organized and existing under the Federal Farm Loan Act, approved July 17, 1916, with its principal place of business in the City of Spokane, County of Spokane, State of Washington, the party of the first part, and JAMES J. MORTON and FLORENCE MORTON, husband and wife, parties of the second part,

WITNESSETH: That the party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, does by these presents Grant, Bargain, Sell, Convey and Warrant to the parties of the second part, and to their heirs and assigns forever, the following described real estate, situate in the County of Lemhi, State of Idaho, to-wit:

The Southwest Quarter of the Southeast Quarter of Section 8, and the Northwest Quarter of the Northeast Quarter, the East Half of the Northwest Quarter, of Section 17, Township 23 North, Range 22, East of the Boise Meridian; the Southeast Quarter of the Southeast Quarter of Section 8, the South Half of the Southwest Quarter and the Northeast Quarter of the Southwest Quarter of Section 9, all in Township 23 North, Range 22, East of the Boise Meridian; excepting therefrom the following described parcel of land, to-wit: Beginning at a point North 53°30' West 1264.4 feet from the Southeast corner of Section 8, Township 23 North, Range 22, East of the Boise Meridian, thence North 52° West 208.7 feet, thence North 38° East 208.7 feet, thence South 52° East 208.7 feet, thence South 38° West 208.7 feet, to the place of beginning.

Together with all the tenements, hereditaments, rights, privileges and appurtenances thereunto belonging, and all waters and water rights, and all watering and irrigating apparatus and fixtures which are appurtenant to or incident to the ownership of said premises; but nothin herein contained shall be construed as a warranty of any water right. Documentary Stamps Canceled 4/5/43 Initialed J. J. M. Amount \$2.75

To Have and To Hold said premises unto the parties of the second part, their heirs and assigns forever, subject to the following:

1. Unpaid taxes, assessments, water charges including those levied or imposed by the United States Reclamation or Indian Service or by any water or irrigation company, and all other unpaid charges, liens or assessments imposed by law on the above described property becoming due subsequent to the year 1932.
2. Any lien imposed by law by reason of the outstanding indebtedness of any drainage, irrigation or other special improvement district and any lien or encumbrance revived or placed on said property by, through or under the parties of the second part.
3. Any and all easements, rights of way for railroads, roads or highways or other servitudes, and the exceptions, provisions and reservations contained in patents or deeds from the United States of America, or the state in which said land is situate, or in deeds from railway companies.

The party of the first part hereby covenants that, except as hereinabove stated, it will forever Warrant and Defend the title to said premises and the quiet and peaceable possession thereof unto the said parties of the second part, or their assigns, against all and every person and persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the party of the first part has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed by its proper and duly authorized officers.

THE FEDERAL LAND BANK OF SPOKANE

By S. C. Fish
S.C. Fish, Vice-President

ATTEST:

Frank J. Reff
Frank J. Reff, Assistant Secretary
(SEAL)

STATE OF WASHINGTON,)
) SS
COUNTY OF SPOKANE,)

*Hand Stamps attached to original - 2-75
Notation - see 6/25/43.*

On this 4th day of May 1942, before me (a notary public in and for the above named state) personally appeared S. C. Fish to me known to be the Vice-President of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and that it executed the same, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

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

Jack D. Freeman
Notary Public in and for the State of
Washington Residing at Spokane,
Washington
My commission expires Dec. 13, 1943

(SEAL)

Recorded at the request of Florence Morton March 1st 1943 at 35 minutes past 11 o'clock A.M., in Book 37 of Deeds page 16 Records of Lemhi County, Idaho.

W. W. Simmonds
County Recorder

Linda Rose
By

Deputy

Fee: \$1.50

WARRANTY DEED

THIS INDENTURE Made this 28th day of June in the year of our Lord one thousand nine hundred and forty-three between JAMES J. MORTON and FLORENCE MORTON, husband and wife of Carmen, County of Lemhi, State of Idaho., the parties of the first part, and WILLIAM E. CHILDS and O.E. COOK of Idaho Falls, County of Bonneville, State of Idaho. the parties of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of SEVEN THOUSAND and No/100 (\$7,000.00)-----DOLLARS, lawful money of the United State of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have GRANTED, BARGAINED and SOLD and by these presents do GRANT, BARGAIN, SELL, CONVEY, and CONFIRM, unto the said parties of the second part, and to their heirs and assigns forever all of those certain lots, pieces, or parcels of land, situate, lying and being in the County of Lemhi, State of Idaho, to-wit:-

The SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 8; the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 17; the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 8; the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 9, all in Township 23 North, Range 22 East of the Boise Meridian, EXCEPTING THEREFROM one acre more or less upon which the Boyle Creek School is situated, and belonging to said school district. Together with all water, water rights, ditches and litch rights, buildings and improvements thereon situated, or in anywise thereto appertaining.

DOCUMENTARY STAMPS \$7.70 J.W.H. 8/15/44

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 estate, right, title, interest in and to the said property, possession, claim and demand whatsoever, as well in law as in equity, of the said parties of the first part, of in or to the premises, and every part and parcel thereof, with the appurtenances.

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

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

Signed, sealed and delivered in the presence of

James J. Morton (SEAL)
Florence Morton (SEAL)

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

On this 28th day of June in the year 1943 before me, J.W. Herndon a Notary Public for Idaho in and for the said County, personally appeared JAMES J. MORTON and FLORENCE MORTON, 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)

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

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

I hereby certify that this instrument was filed for record at request of J.W. Herndon, at 41 minutes past 2 o'clock P.M., this 15th. day of August, 1944 in my office, and duly recorded in Book 37 of Deeds at page 589

Fees 1.25

Ex-Officio Recorder

Fees \$1.00

211--SHERIFF'S DEED UNDER EXECUTION.

THIS INDENTURE, made the Sixth day of June in the year of Lord one thousand nine hundred and Fifty between Robert Isley Sheriff of the County of Lemhi State of Idaho the party of the first part, and George Cinquini of the County of Los Angeles State of California the party of the second part:

WITNESSETH: Whereas, by virtue of a Writ of Execution issued out of and under the seal of District Court of Sixth Judicial District of the State of Idaho, in and for the County of Lemhi tested the 22nd day of April A. D. 1949, upon a judgment recovered in the said Court on the 22nd day of April A. D. 1949, in favor of George Cinquini and against William E. Childs also known as W. E. Childs to Robert Isley the said Sheriff directed and delivered commanding him that, out of the personal property of said judgment debtor in his County he should cause to be made certain moneys in the said writ specified, and if sufficient personal property of the said judgment debtor could not be found, then he should cause the amount of said judgment to be made out of the real property belonging to said judgment debtor on the 22nd day of April A. D. 1949, or at any time afterward;

AND, WHEREAS, Because sufficient personal property of the said judgment debtor could not be found, whereof the said Sheriff could cause to be made the moneys specified in said writ, he the said Sheriff did, in obedience to said command, levy on, take and seize, all the right, title, interest and claim which the said judgment debtor so had to the lands, tenements, real estate and premises hereinafter particularly set forth and described, with the appurtenances, and did, on the 27th day of May A. D. 1949, sell the said premises at public auction, in front of the Court House, in Salmon in said County of Lemhi between 10 hours of nine in the morning and five in the afternoon of that day, namesly, at 10:00 o'clock A. M., after having first given due notice of the time and place of such sale according to law; at which sale the said premises were struck off and sold to George Cinquini for the sum of THREE THOUSAND FIVE HUNDRED DOLLARS lawful money of the United States of America, the said George Cinquini being the highest bidder, and that being the highest bid for the same, whereupon the said Sheriff, after receiving from the said purchaser the said sum of money so bid as aforesaid, gave to said purchaser such certificate of said sale as is by law directed to be given, and a duplicate of such certificate was duly filed by the said Sheriff in the office of the Recorder of the County of Lemhi

And, whereas, one year after said sale has expired without any redemption of the said premises having been made,

NOW THIS INDENTURE WITNESSETH, That the said Robert Isley the Sheriff aforesaid, by virtue of the said writ, and in pursuance to the statute in such case made and provided, for and in consideration of said sum of money to him in hand paid as aforesaid by the said purchaser, the receipt whereof is hereby acknowledged, has BARGAINED, SOLD, CONVEYED and CONFIRMED, and by these presents does BARGAIN, SELL, CONVEY and CONFIRM, unto the said party of the second part, and to his heirs and assigns, FOREVER, all the right, title, interest and claim which the said judgment debtor had on the said 27th day of May A. D. 1949, or at any time afterwards, or now has, in and to all that certain lot, piece, or parcel of land, situate, lying and being in said County of Lemhi, State of Idaho, and bounded and particularly described as follows, to-wit:

SE¹/₄NE¹/₄, NE¹/₄SE¹/₄ of Section 18; SW¹/₄NW¹/₄, NW¹/₄SW¹/₄ of Section 17; All in T. 23 N. R. 22 E. B. M. Together with all and singular the tenements hereditaments and appurtenances

Subject, however, to those certain mortgages in favor of the Utah Mortgage and Loan Corp., Dated Dec. 6, 1946 and recorded in Book P of Mortgages pages 599-600 and Book Q of Mortgages pages 131-2, all records of Lemhi County, Idaho

DOCUMENTARY STAMPS \$3.85 CANCELED 6/7/50 G C

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD The said premises, with the appurtenances, unto the said party of the second part, his heirs and assigns, forever, as fully and absolutely as the said Sheriff can, may or ought to, by virtue of the said writ and of the statute in such case made and provided, bargain, sell, convey and confirm the same.

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

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

Robert Isley (Seal)
Sheriff of Lemhi County,
STATE OF IDAHO.

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

ON THIS 6th day of June in the year one thousand nine hundred and Fifty before me W. W. Simmonds Recorder in and for said County, personally appeared Robert Isley Sheriff of Lemhi County, Idaho, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as such Sheriff.

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

(SEAL)

W. W. Simmonds
Recorder Lemhi County, Idaho
By Dorothy McFrederick, Deputy

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

I hereby certify that this instrument was filed for record at request of Charles Herndon at 1 minutes past 2 o'clock P. M., this 7th day of June, A. D. 1950 in my office, and duly recorded in Book 42 of Deeds at page 395.

W. W. Simmonds, Ex-Officio Recorder.

Fees, \$2.00 Paid

By Dorothy McFrederick, Deputy

QUITCLAIM DEED

This INDENTURE, Made this 1st day of June in the year of our Lord one thousand nine hundred and fifty between GEORGE CINQUINI, a single man of Los Angeles County of Los Angeles State of California, the party of the first part, and ROBERT IDEY, a married man of Salmon County of Lemhi State of Idaho, the party of the second part.

WITNESSETH, That the said part of the first part, for and in consideration of the sum of TEN and No/100 (and other valuable consideration) DOLLARS lawful money of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents remise, release and forever QUIT-CLAIM, unto the said party of the second part, and to his heirs and assigns, all those certain lots, pieces or parcels of land, situate, lying and being in _____, County of Lemhi, state of Idaho, bounded and particularly described as follows, to-wit:

SE¹/₄NE¹/₄ of Section 18; SW¹/₄NE¹/₄ of Section 17;
All in Township 23 North, Range 22 E. B. M.

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

Together with all water and water rights, ditches and ditch rights appertaining thereto or used in connection therewith.

DOCUMENTARY STAMPS \$7.75 CANCELED 6/1/50 G. C.

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.

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

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

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

George Cinquini (Seal)

STATE OF CALIFORNIA,)
) ss.
COUNTY OF LOS ANGELES)

On this 1st day of June in the year 1950, before me the undersigned, a Notary Public in and for said State, personally appeared George Cinquini 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.

(SEAL)

Myron Walter Curzon
Notary Public for the State of California
Residing at Los Angeles, California.
My Commission Expires January 31, 1953

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

I hereby certify that this instrument was filed for record at request of Charles Herndon at - minutes past 10 o'clock A. M., this 8th day of September, A. D. 1950 in my office, and duly entered in Book 42 of Deeds at page 491.

W. W. Simmons
Ex-Officio Recorder

Fee, \$1.25 Paid

By Lowell M. Fredericks
Deputy

IN THE PROBATE COURT OF THE COUNTY OF LEMHI, STATE OF IDAHO

In the Matter of the Estate of
JAMES J. MORTON, Deceased.

DECREE OF SETTLEMENT OF FINAL ACCOUNT
AND FINAL DISTRIBUTION

FLORENCE B. MORTON, The Administratrix of the estate of James J. Morton, deceased, having on the 20th day of Aug., 1954, rendered and presented for settlement and filed in this Court her final account and report of her administration of said estate, which account was for a final settlement, and having with said account filed a petition for the final distribution of the Estate;

And the said account and petition coming on regularly to be heard on August 10, 1954, and proof having been made to the satisfaction of the Court that notice of the day appointed for the settlement of said account and hearing of said petition had been duly given as required by law and the order of this Court, and no exception or objection in writing to said account or petition having been filed or made; the said Administratrix, Florence B. Morton, appearing by her attorney, Charles Herndon, and it appearing to the Court, after having full examined the said account and the vouchers filed herein and heard the testimony in support thereof, that said account is in all respects true and correct; that the residue of money and property in the hands of the Administratrix at the time of filing said account was \$5577.50; that the sum of \$500.00 has been expended by said Administratrix as necessary charges, debts, claims and expenses of administration, the vouchers whereof have been presented and filed; and that said account is in all respects true and correct and entitled to be settled, allowed and approved, and the Court having duly considered all the matters aforesaid;

IT IS ORDERED AND DECREED, That the said final account be and the same hereby is in all respects as the same was rendered and presented for settlement, approved, allowed and settled; and it appearing that all claims and debts against the said decedent, and all State, County and Municipal taxes legally levied on the personal property of said estate, and all transfer and estate taxes that have attached to or accrued against the said estate, and all debts, expenses and charges of administration have been fully paid and discharged, and that the said estate is ready for distribution and in condition to be closed;

And it further appearing to the Court that the said James J. Morton died intestate, in the County of Lemhi, State of Idaho, on the 22nd day of August, 1951, leaving surviving Florence B. Morton, surviving spouse, Robert J. Morton, son, and Charles R. Morton, son.

That the said Florence B. Morton, surviving spouse, is entitled to all the residue of said estate;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the residue of said Estate of James J. Morton, Deceased, hereinafter particularly described and now remaining in the hands of said Administratrix, described as follows, to-wit:

W^{1/2}S^{1/4} of Section 17, Township 21 North, Range 22 E.B.M., containing 72.28 acres,
in Lemhi County, State of Idaho,

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

ALSO, the following described property in the City of Salmon, County of Lemhi, State of Idaho, to-wit:

Beginning at the Northeast corner of Lot 3, Block 2, of Young's Subdivision to Salmon City Townsite; run thence North 26 deg. 39' 45" East 60 feet along the West line of St. Charles Street; thence North 59 deg. 20' West 150 feet; thence South 26 deg. 39' 45" West 60 feet; thence South 59 deg. 20' East 150 feet to the place of beginning, as platted on the Plat of Salmon City Townsite; filed in the office of the Recorder of said County January 11, 1911.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

and any other property not now known or discovered, which may belong to the said estate or to which the said estate may have any interest, be, and the same is hereby distributed as follows, to-wit: to Florence B. Morton, surviving spouse.

Done in open Court this 31st day of August, 1954.

(SAL)

DONALD E. MARTIN
Probate Judge

STATE OF IDAHO)
County of Latah)

53.

WARRANTY DEED

Value Received, namely, love and affection, ROBERT ISLEY,
a married man,

for, does hereby grant, bargain, sell and convey unto

ROSE ISLEY, his wife,
the following described premises, ~~to wit~~: in Lemhi County, Idaho,

SE¹/₄ NE¹/₄, NE¹/₄ SE¹/₄, S. 18, T. 23, N.R. 22, E.B.M.; and,
Fr. SW¹/₄ NW¹/₄, NW¹/₄ SW¹/₄, S. 17, T. 23, N.R. 22, E.B.M.;
consisting of about 159 acres, more or less, together
with water and water rights, ditch and ditch rights,
range and range rights used in connection therewith.

THIS IS A GIFT DEED.

TO HOLD the said premises, with their appurtenances unto the said Grantee,
heirs and assigns forever. And the said Grantor does hereby covenant to and
that he is the owner in fee simple of said premises; that said
in all incumbrances

I warrant and defend the same from all lawful claims whatsoever.
1, 1965.

R. Isley

COUNTY OF LEMHI
day of April, 1965,
in and for said State, personally
Robert Isley, a married man

person who SO name IS
Instrument, and acknowledged to
executed the same.

W. B. Hughes
Notary Public
Salmon, Idaho
10/1/67

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for record at
the request of Robert Isley

at 45 minutes past 1 o'clock P.M.,
this 2nd day of April
1965, in my office, and duly recorded in ~~xxx~~ File
of Deeds ~~xxxx~~

Estelene Kiser
Ex-Officio Recorder

By
Fees \$ 1.75
Paid for Robert Isley
Salmon, Idaho

Deputy.

INSTRUMENT NO. 100304

REVENUE STAMPS

WARRANTY DEED

For Value Received, namely, \$12,000.00, ROBERT ISLEY and ROSE ISLEY, husband and wife,

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

BILLY B. ISLEY and JEWELL D. ISLEY, husband and wife,

the grantees, the following described premises, ~~to-wit:~~ in Lemhi County, Idaho, to wit:

SE¹/₄ NE¹/₄, NE¹/₄ SE¹/₄, S. 18, T. 23, N.R. 22, E.B.M.; and, Fr. SW¹/₄ NW¹/₄, NW¹/₄ SW¹/₄, S. 17, T. 23, N.R. 22, E.B.M.; consisting of about 159 acres, more or less, together with water and water rights, ditch and ditch rights, range and range rights used in connection therewith.

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

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

Dated: April 20, 1966.

Robert Isley
Rose Isley

STATE OF IDAHO, COUNTY OF LEMHI

On this _____ day of April, 1966, before me, a notary public in and for said State, personally appeared Robert Isley and Rose Isley, husband and wife,

STATE OF IDAHO, COUNTY OF Lemhi

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

at 30 minutes past 2 o'clock p.m., this 9th day of August, 1973, in my office, and duly recorded in Book File of Book Storage

INSTRUMENT N

WARRANTY DEED

For Value Received

BILLY B. ISLEY and BILLY B. ISLEY, JR.,
both unmarried men,the grantor s, do hereby grant, bargain, sell and convey unto
RICHARD WAYNE JIMMERSON,
an unmarried man,

whose current address is Salmon, Idaho

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

A parcel of land in Section 17, Township 23 North, Range 22
East, Boise Meridian, more particularly described as follows:All of that parcel of land encompassed by Lots 4, 5 and 6 of
Block 3 of the Tower Creek Property Subdivision, said parcel
of land to contain approximately 8.4 acres, and situated in
Lemhi County, State of Idaho.**Together with all water, water rights, ditches, and ditch
rights appurtenant thereto and used in connection therewith.TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee,
his heirs and assigns forever. And the said Grantor s do hereby covenant to and
with the said Grantee, that they are the owners in fee simple of said premises; that they are free
from all incumbrances

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

Dated: May 25, 1977

STATE OF IDAHO, COUNTY OF Lemhi
On this 25 day of May, 1977,
before me, a notary public in and for said State, personally
appearedBILLY B. ISLEY and
BILLY B. ISLEY, JR.,
both unmarried men,known to me to be the person whose name s are
subscribed to the within instrument, and acknowledged to
me that they executed the same.Notary Public
Residing at Pocatello, Idaho
Comm. Expires 12-1-80
UBHRECORDED 7/14/77
136623
State of Idaho) ss.
County of Lemhi)
This instrument was filed for
record at the request of Richard
Wayne Jimmerson
at 10:10 o'clock P. M.
June 3, 1977
and duly timed and indexed in the
Deeds
Book 1 66 p. 47
Dec-77

Box 2032

Salmon, Idaho 83421

INDEXED