IDWR-Eastern

# Memo

**To:** file 29-4160 and 29-4161B

**From:** Roger Warner

**CC:**

**Date:** 5/2/2003

**Re:**

---

This memo was prepared in order to summarize the chain of title to the Donald K. Hall property. Evidence substantiating this memo is included in the file.

1. Nanneatse Stone (Sometimes shown as "Man-ne-at-se"), Allottee #32 of Ft. Hall, Idaho
2. Ella Nephi Smart, daughter of Nanneatse, Allotee # 1203 and Henry Teton, husband to Ellla, both of Ft. Hall, Idaho.
3. Lew Carlile and Wilda Carlile of McCammon Idaho.
4. Walter and Delsa Hayden of Pocatello, Idaho.
5. Clark L. and Mary J. Hubbard, of Hamilton, Montana.
6. Harry W. and Veda S. Anderson of Ann Arbor, Michigan.
7. Carl and Paul Wrensted of Pocatello, Idaho.
8. Charles S. Hall of Bannock County, Idaho
9. Donald Charles Hall of Pocatello, Idaho.
10. Zella Hall, wife of Donald Charles Hall and heir of his estate.
11. Donald K. and Debra Hall of McCammon, Idaho. Present owners and water right applicants.

INSTRUMENT No. 184358

PRIBBS & SONS, POCATELLO, IDAHO 2497

**This Indenture,** Made this 24th day of April in the year of Our Lord One Thousand Nine Hundred and thirty-six, between Lew Carlile and Wilda Carlile, husband and wife, of McCammon, County of Bannock State of Idaho, the part ies of the first part, and James J. Facer of , County of Bannock, State of Idaho, the part y of the second part:

WITNESSETH: That the said part y of the first part, for and in consideration of the sum of One and no/100 DOLLARS, lawful money of the United States of America, to them in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged by these presents, Grant, Bargain, Sell and Convey and Confirm unto the said part y of the second part, and to his heirs and assigns forever: All those certain lot s , piece s or parcel s of land situate, lying and being in the County of Bannock, State of Idaho, bounded and more particularly described as follows, to-wit:

The South half of the Northeast quarter of Section 28, Township 8 South, Range 36 E. B. M., containing eighty acres more or less;

Also all those portions of the Southwest quarter of the Northwest quarter, and all those portions of the Southeast quarter of the Northwest quarter of Section Twenty-Seven, Township 8 South, Range 36 E. B. M., lying and being west of the center line of Marsh Creek as the said creek is now located through said lands, said description containing forty acres more or less;

Also all that portion of the South half of the Southwest quarter of Section 22, Township 8 South, Range 36 E. B. M., lying west of the center line of Marsh Creek as now located, containing seventy acres more or less, the said description being also described as all that portion of Indian Allotment No. 31, lying west of the center line of Marsh Creek.

Together with all water, water rights, ditch and canal rights thereunto belonging or in anywise appertaining.

The grantors will pay all taxes on said property for the year 1935 and prior years, the grantee to pay all taxes thereafter.

There is reserved from this deed all rights for right of way or easements owned by the Utah Power Company, a corporation.

($4.50 I. R. S. Attached and cancelled.)

Together with, all and singular, the tenements, hereditaments and appurtenances thereunto belonging or otherwise 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 part y of the second part, and to his heirs and assigns forever. And the said parties of the first part, and their heirs and assigns warrant the said premises in the quiet and peaceable possession of the said part y of the second part, his heirs and assigns against the said part ies of the first part, and their heirs and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these premises forever defend.

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

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Roy L. Black

Lew Carlile (SEAL)

Wilda Carlile (SEAL)

(SEAL)

(SEAL)

STATE OF IDAHO, } ss.
County of BANNOCK }

On this 24th day of April, in the year 1936, before me, Roy L. Black a Notary Public in and for said County and State, personally appeared LEW CARLILE and WILDA CARLILE, husband and wife, known to me to be the person s whose name s are subscribed to the within instrument, and acknowle lged 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 the certificate first above written

Roy L. Black

INSTRUMENT NO. 224014 WARRANTY DEED

(2)

THIS INDENTURE, Made this 26th day of June, in the year of our Lord one thou sand nine hundred and forty-two, between James J. Facer and wife, Emma J. Facer of Hyrum County of Cache State of Utah, the parties of the first part, and James Vere Facer; Redmor Fay Facer; and Ethel F. Farnworth, of , County of Bannock, State of Idaho, the parties the second part.

WITNESSETH, That the said parties of the first part, for and in consideratio of the sum of One dollar and love and affection, lawful money of the United States of Amer to 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, s convey and confirm unto the said parties of the second part, and to their heirs and assig forever, all the following described real estate, situated in McCammon, County of Bannock State of Idaho, to-wit:

The South half of the Northeast Quarter of Section 24, Township 8 South, Range 36 East, B.M., containing eighty acres more or less; Also all those portions of the Southwest quarter of the Northwest Quarter, and all those portions of the Southeast Quarter of the Northwest Quarter of Section twenty-seven, Township 8 South, Range 36 East, B.M., lying and being west of the center line of Marsh Creek as the said creek is now located through said lands, said description containing forty acres more or less;

Also all that portion of the South half of the Southwest Quarter of Section Twenty-two, Township 8 South, Range 36 E., B.M., lying west of the center line of Marsh Creek as now located, containing seventy acres more or less, the said description being also described as all that portion of Indian Allotment No. 31, lying west of the center line of Marsh Creek.

Together with all water, water rights, ditch and canal rights thereunto belonging or in anywise appertaining.

There is reserved from this deed all rights for right of way or easements owned by the Utah Power Company, a corporation.

Also Northeast Quarter of the Northeast Quarter of Section Twenty-eight, Township 8 South, Range 36 East of Boise Meridian.

Also the West half of the Southwest quarter of Section Twenty-seven, Township 8 South, Range 36 East of the Boise Meridian, in Idaho, subject to any and all rights-of-way now existing over or across said lands.

Together with any and all water, water rights, ditches or ditch rights.

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

TO HAVE AND TO HOLD, All and singular the above mentioned and described pre together with the appurtenances, unto the parties of the second part, and to their heirs assigns forever. And the said parties of the first part, and their heirs the said premise the quiet and peaceable 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 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 th hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF
S. A. Dunn

James J. Facer (SEAL)
Emma J. Facer (SEAL)

STATE OF UTAH )
)ss.
County of Cache )

On this 26th. day of June in the year 1942, before me Simeon A. Dunn, a Not Public in and for said State, personally appeared James J. Facer and his wife Emma J. Face known to me to be the persons whose names are subscribed to the within instrument, and ac ledged to me that they executed the same.

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

(SEAL)
My commission expires January 12, 1943.

Simeon A. Dunn
Notary Public, Residing
at Hyrum, Utah.

RECORDED JAN 1943 at 9 30 AM in Book 6Y of Deeds at page 102, records of Bannock County,

(3)

Book 86, Page

THIS INDENTURE, made this 6th day of August in the year of our Lord one thousand nine[illegible] and forty-four, between James Vere Facer and wife Bertha Facer-Redmond Fay, [illegible] Esther Facer Farnworth and husband Thomas G. Farnworth of , County of [illegible], State of Idaho, the parties of the first part, and James J. Facer of Hyrum, County of [illegible], State of Utah, the party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the [illegible] dollar and love and affection DOLLARS, lawful money of the United States of Amer- [illegible] in hand paid by the said party of the second part, the receipt whereof is here- [illegible]ged, have granted, bargained and sold, and by these presents do grant, bargain, [illegible] convey and confirm unto the said party of the second part, and to his heirs and assigns [illegible], all of the following described real estate, situated in McCammon, County of Bannock, [illegible] of Idaho, to-wit:

The South half of the Northwest Quarter of Section 28, Township 8 South, Range 36 East, B.M., containing eighty acres more or less;

Also all those portions of the Southwest quarter of the Northwest Quarter, and all those portions of the Southeast Quarter of the Northwest Quarter of Section twenty-seven, Township 8 South, Range 36 East, B.M., lying and being, west of the center line of Marsh Creek as the said creek is now located through said lands, said description containing forty acres more or less.

Also all that portion of the South half of the Southwest Quarter of Section Twenty-two, Township 8 South, Range 36 E., B.M. lying west of the center line of Marsh Creek as now located, containing seventy acres more or less, the said description being also described as all that portion of Indian Allotment No. 31, lying west of the center line of Marsh Creek.

Together with all water, water rights, ditch and canal rights thereunto [illegible]longing, or in anywise appertaining.

There is reserved from this deed all rights for right of way or ease- [illegible]ments now held by the Utah Power Company, a corporation.

Also North east Quarter of the Northeast Quarter of Section Twenty-eight, Township [illegible] South, Range 36 East of Boise Meridian.

Also the West half of the Southwest Quarter of Section Twenty-seven, Township 8 South, Range 36 East of the Boise Meridian, in Idaho, subject to any and all rights-of-way now existing over or across said lands.

Together with any and all water, water rights, ditches or ditch rights.

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

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, [illegible] with the appurtenances, unto the party of the second part, and to his heirs and [illegible] forever and the said parties of the first part, and their heirs, the said premises [illegible] quiet and peaceable possession of the said party of the second part his heirs and [illegible] against the said parties of the first part, and their heirs, and against all and [illegible] person and persons whomsoever, lawfully claiming or to claim the same shall and will [illegible] and by these presents forever DEFEND.

(4)



INSTRUMENT NO. 234617

THIS INDENTURE, Made this 19th day of September in the year of our Lord one thousand nine hundred and Forty-Four, between James J. Facer and wife, Emma J. Facer of Hyrum, County of Cache, State of Utah, the parties of the first part, and R. Fay Facer, a widower, of McCammon, County of Bannock, 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 his love and affection DOLLARS 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 and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all of the following described real estate, situated in County of Bannock, State of Idaho, to-wit:

The South half of the Northeast Quarter of Section 28, Township 5 South, Range 36 East of the Boise Meridian, containing 80 acres more or less;

Also all those portions of the Southwest Quarter of the Northwest Quarter, and all those portions of the Southeast Quarter of the Northwest Quarter, of Section 27, Township 5 South, Range 36 East, of the Boise Meridian, lying and being West of the center line of Marsh Creek, as the said Creek is now located through said lands, said description containing 40 acres more or less.

Together with all water, water rights, ditch and canal rights thereunto belonging or in anywise appertaining.

Together with an undivided one-third interest in and to all the warm water springs, situated on the above described lands, and to the waters flowing therefrom.

Reserving and excepting an undivided two-thirds interest, in and to, all warm water springs, situated on the said lands, and to the waters flowing therefrom.

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 parties of the first part.

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

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

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

S. A. Dunn

James J. Facer (SEAL)
Emma J. Facer (SEAL)

STATE OF UTAH )
) ss.
County of Cache )

On this 19th day of September in the year 1944, before me Simeon A. Dunn, a Notary Public in and for said State, personally appeared James J. Facer and wife Emma J. Facer 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)
My commission expires Dec 30, 1946

Simeon A. Dunn
Notary Public for the State of Utah
Residing at Hyrum Utah.

I hereby certify that this instrument was filed for record at request of RFA at 11:30 min tes past 3 o'clock P. M., this 5 day of Dec, A. D. 1944 in my office, and duly recorded in Book [illegible] of Deeds page 403.

Anna [illegible], Recorder

Fee $1.30

(5)

INSTRUMENT NO. 236382

THIS INDENTURE, Made this 19th day of September in the year of our Lord one thousand nine hundred and Forty-Four, between James J. Facer and his wife Emma J. Facer of Hyrum, County of Cache, State of Utah, the parties of the first part, and Ethel F. Farnworth of McCammon, County of Bannock, 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 her love and affection DOLLARS, 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 and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to her heirs and assigns forever, all of the following described real estate, situated in County of Bannock, State of Idaho, to-wit:

The North half of the East half of the Southeast Quarter of Section 21, in Township 8 South of Range 36 East of the Boise Meridian, containing 40 acres more or less.

Also--All of the South 40 rods of the following described land to-wit: Also all of that portion of the South half of the Southwest Quarter of Section 22, Township 8 South, of Range 36 East, Boise Meridian, lying West of the center line of Marsh Creek as now located, containing 70 acres more or less, the said description being also described as all of that portion of Indian allotment No. 32, lying West of the center line of Marsh creek.

Together with all water rights, water, ditch and canal rights thereunto belonging or in any wise __pertaining.

There is reserved from this deed all rights of right-of-way or easements owned by the Utah Power Company, a corporation.

Also the South 140 rods, of the West half of the Southwest Quarter of Section 27, Township 8 South, Range 36 East of the Boise Meridian, in Idaho, subject to any and all rights-of-way now existing over or across said lands,

Together with an undivided one-third interest in and to, all warm water springs, and to the waters flowing therefrom, situated on the lands deeded to R. Jay Facer by his father, James J. Facer.

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 parties of the first part.

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

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their

hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF
S. J. Dunn

James J. Facer (Seal)
Emma J. Facer (Seal)

STATE OF UTAH )
) ss
County of Cache )

On this 19th day of September in the year 1944, before me Simeon A. Dunn, a Notary Public in and for said State, personally appeared James J. Facer and wife Emma J. Facer, 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)
My commission expires Dec. 30, 1946.

Simeon A. Dunn
Notary Public for the State of Utah
residing at Hyrum, Utah.

I hereby certify that this instrument was filed for record at request of Ethel F. Farnworth, McCammon, Idaho, at 10 minutes past 1 o'clock P.M., this 22 day of March, A.D. 1945, in my office, and duly recorded in Book 93 of Deeds, at page 30.

Anna Neeley, Recorder Fee $1.50

(b)

INSTRUMENT NO. 287444
5-183
(January 1947)

Land being conveyed was allotted to Nanneatse Stone
Allottee No. 32

UNITED STATES DEPARTMENT OF THE INTERIOR
OFFICE OF INDIAN AFFAIRS

Tract No. FHX-2-10

Probate No. 44940-35

DEED TO RESTRICTED INDIAN LAND

THIS INDENTURE, Made and entered into this 3rd day of January one thousand nine hundred and fifty-two, by and between °Ella Nephi Smart, Fort Hall Allottee No. 1203, and Henry Teton, her husband °heir/ of Nanneatse Stone, Fort Hall Allottee No. 32, Probate File No. 44940-35, deceased, a Fort Hall Indian of Fort Hall, Idaho Indians, parties of the first part, and Lew Carlile of McCammon, Idaho, party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Five Thousand one hundred and no/100 ($5,100.00) dollars, in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey unto said party of the second part the following-described real estate and premises situated in Bannock County, State of Idaho on the Fort Hall Indian Reservation, to-wit:

N/2 N W/4 Sec. 27, T. 8 S. R. 36 E.B.M./Idaho containing 80 acres.

This conveyance is made in accordance with the Act of June 18, 1934, (48 Stat. 984).

together with all the impovements thereon and the appurtenances thereunto belonging. And the said parties of the first part, for themselves and their heirs, executors, administrators, do hereby covenant, promise and agree to and with the said party of the second part, his heirs and assigns, that they will forever warrant and defend the said premises against the claim of all persons, claiming or to claim by, through, or under them only.

To have and to hold said described premises unto the said party of the second part, his heirs, executors, administrators, 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.

WITNESS

Fred McMullen
Helen B. Cutler

Ella Nephi Smart — Her Print — (Seal)

Henry Teton, — Mark — (Seal)
Henry Teton, her husband

Acknowledgments must be in accordance with the forms prescribed by the State in which the land is situated.

State of Idaho )
: ss.
County of Bingham )

BE IT REMEMBERED, That on this 3rd day of January, A.D. 1952, before me the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Ella Nephi Smart and Henry Teton, her husband to me personally known to be the identical persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on the day and year last hereinabove written.

(SEAL)

Fred McMullin Notary Public
Fred McMullin (Title)
Address: Fort Hall, Idaho
My Commission expires December 20, 1954.

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS-PORTLAND, OREGON.

The within deed is hereby approved: pursuant to authority delegated to the Area Director by Order No. 551 of the Commissioner of Indian Affairs, dated March 29, 1951 (16 F. R. 2939).

FEB 8, 1952

Area Director

AWT

The within deed is recorded in the Office of Indian Affairs in Volume - Page - Inherited Indian Land Deed Book. The Portland/Area Office Recording Volume 1, page 56, line 22, Tract File No. FHX-10

This instrument was filed for record at the request of Lew Carlile McCammon, Idaho. this 14 day of April 1952, at 11:15 AM, in Book 113 of Deeds, page 545.

Anna Keefe, Recorder

Fee $1.50

INSTRUMENT NO. 287445

IN THE PROBATE COURT OF BANNOCK COUNTY, STATE OF IDAHO

IN THE Matter of the Estate of ROBERT FAY, Deceased,

ORDER SETTLING FINAL ACCOUNT AND DECREE OF DISTRIBUTION

On the 12th day of April, 1952, Roland Jenkins, Executor of the Last Will and Testament of Robert Fay, deceased, appeared in person and with his attorney George E.

211 110 A
Index Card Lew C.

592

(1)

Bannock County, Idaho

INSTRUMENT NO. 292447

PRIMES & SONS, POCATELLO, IDAHO 4387

# WARRANTY DEED

**This Indenture,** Made this 7th day of July in the year of Our Lord One Thousand Nine Hundred and Fifty-two, between

LEW CARLILE and WILDA CARLILE, husband and wife,

of McCammon, County of Bannock, State of Idaho, the parties of the first part, and

WALTER HAYDEN and DELSA HAYDEN, husband and wife,

of Pocatello, County of Bannock, State of Idaho, the parties of the second part:

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of

TEN DOLLARS and other valuable consideration

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, do by these presents, Grant, Bargain, Sell and Convey and Confirm unto said parties of the second part, and to their heirs and assigns forever: All that certain lot, piece or parcel of land situate, lying and being in the County of Bannock, State of Idaho, bounded and more particularly described as follows, to-wit:

Northwest Quarter of the Northwest Quarter (NW¼ NW¼), and all that portion of the Northeast Quarter of the Northwest Quarter (NE¼ NW¼) lying West of Marsh Creek, all in Section Twenty-Seven (27), Township Eight (8) South, Range 36 E.B.M.

(U.S.I.R. $ 3.30 Attached and Cancelled)

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 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 peaceable 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 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 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

Lew Carlile (SEAL)

Wilda Carlile (SEAL)

(SEAL)

(SEAL)

STATE OF IDAHO, )
County of BANNOCK ) ss.

On this 2 day of October, in the year 19 52, before me, the undersigned a Notary Public in and for said County and State, personally appeared

LEW CARLILE and WILDA CARLILE, 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)

G. L. Stowell Notary Public

Residence: Pocatello, Idaho

(4)

INSTRUMENT NO. 301792

THE UNITED STATES OF AMERICA,
TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

Reissue 614974.
42158-16. I.O. 32.

4-1067 R

WHEREAS, a schedule of allotments approved by the Secretary of the Interior has been deposited in the General Land Office, whereby it appears that Man-ne-at-se, an Indian of the Fort Hall Reservation, has been allotted the following-described land:

The north half of the northwest quarter of Section twenty-seven in Township eight south of Range thirty-six east of the Boise Meridian, Idaho, containing eighty acres.

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in accordance with the provisions of the Act of Congress of February 23, 1889 (25 Stat., 688) HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT, unto the said Man-ne-at-se and to her heirs, the lands above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said Man-ne-at-se and to her heirs forever, with the provision that the title hereby acquired shall not be subject to alienation, lease, or incumbrance, either by voluntary conveyance of the grantee or her heirs, or by the judgment, order, or decree of any court, or subject to taxation of any character, but shall be and remain inalienable and not subject to taxation for the period of twenty-five years, and until such time thereafter as the President may see fit to remove the restriction. And there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

This patent is issued in lieu of one dated May 3, 1902.

IN TESTIMONY WHEREOF, I Woodrow Wilson President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN Under my hand, at the City of Washington, the TWENTY-NINTH day of MAY in the year of our Lord one thousand nine hundred and SIXTEEN and of the Independence of the United States the one hundred and FORTIETH.

(SEAL)

66186

By the President: Woodrow Wilson
By M.P. LeRoy Secretary
L.Q.C. Lamar Recorder of the General Land Office.

RECORD OF PATENTS: Patent Number 531279

UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management: WASHINGTON 25 D.C. JUL 28, 1954
I hereby certify that this photograph is a true copy of the patent record which is in my custody in this office.

Oscar W. Collins
Certifying Officer

RECORDED AUG 2 1954 3:09 P.M., In Book 118 of Deeds, Page 641, RECORDS OF BANNOCK COUNTY, STATE OF IDAHO, at request of B. T.A.Co.

Sarah Devaney, Recorder

Fee $ 1.25

78

(9)

Bannock County, Idaho

INSTRUMENT No. 322873

GEO. PRIMBS & SONS, INC., POCATELLO, IDAHO 49951

# WARRANTY DEED

**This Indenture,** Made this 27th day of April in the year of Our Lord One Thousand Nine Hundred and fifty-seven, between

WALTER HAYDEN and DELSA HAYDEN, husband and wife,

of Pocatello, County of Bannock, State of Idaho, the parties of the first part, and

CIARK L. HUBBARD and MARY J. HUBBARD, husband and wife,

of Hamilton, County of Ravalli, State of Montana, the parties of the second part:

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of

TEN AND NO/100 ---------- DOLLARS, lawful money of the United States of America, and other valuable consideration to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do by these presents, Grant, Bargain, Sell and Convey and Confirm unto said parties of the second part, and to their heirs and assigns forever: All those certain lots, pieces or parcels of land situate, lying and being in the County of Bannock, State of Idaho, bounded and more particularly described as follows, to-wit:

The Southeast quarter of the Northeast quarter, Section 28, Township 8 South, Range 36 East of the Boise Meridian, and that portion of the Southwest quarter of the Northwest quarter of Section 27, Township 8 South, Range 36 East of the Boise Meridian, lying West of the center line of Marsh Creek, excepting road and ditch rights of way.

The North half of the Southwest quarter of Section 22, the Northwest quarter of the Northwest quarter and that portion of the Northeast quarter of the Northwest quarter lying Westerly of Marsh Creek, in Section 27, all in Township 8 South, Range 36 East of the Boise Meridian, Bannock County, Idaho.

Together with all water, water rights, ditch and canal rights appurtenant thereto belonging or in anywise appertaining. Together with all water springs situated on the described lands and to the waters therefrom.

(U. S. I. R. S. $27.50 Attached to Deed and cancelled.)

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 parties of the second part, and to their heirs and assigns forever. And the said parties of the first part, and their heirs warrant the said premises in the quiet and peaceable possession of the said part - 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 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 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 -

Walter Hayden (SEAL)

Delsa Hayden (SEAL)

(SEAL)

(SEAL)

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

On this 27 day of April, in the year 19 57, before me, Wesley F. Merrill a Notary Public in and for said County and State, personally appeared CLARK L. HUBBARD and MARY J. HUBBARD, 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.

(Notarial Seal)

Wesley F. Merrill
Notary Public
Residence Pocatello, Idaho

(10)



INSTRUMENT No. 322377

# WARRANTY DEED

**This Indenture,** Made this 27 day of April in the year of Our Lord One Thousand Nine Hundred and fifty-seven, between

CLARK L. HUBBARD and MARY J. HUBBARD, husband and wife,

of Hamilton, County of Ravalli, State of Montana, the parties of the first part, and

HARRY W. ANDERSON and VEDA S. ANDERSON, husband and wife,

of Ann Arbor, County of Washtenah, State of Michigan, the parties of the second part:

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of TEN AND NO/100- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - and other valuable considerations 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, do by these presents, Grant, Bargain, Sell and Convey and Confirm unto said parties of the second part, and to their heirs and assigns forever: All those certain lots, pieces or parcels of land situate, lying and being in the County of Bannock, State of Idaho, bounded and more particularly described as follows, to-wit:

The Southeast quarter of the Northeast quarter, Section 28, Township 8 South, Range 36 East of the Boise Meridian, and that portion of the Southwest quarter of the Northwest quarter of Section 27, Township 8 South, Range 36 East of the Boise Meridian, lying West of the center line of Marsh Creek, excepting road and ditch rights of way.

The North half of the Southwest quarter of Section 22, the Northwest quarter of the Northwest quarter and that portion of the Northeast quarter of the Northwest quarter lying Westerly of Marsh Creek, in Section 27, all in Township 8, South, Range 36 East of the Boise Meridian, Bannock County, Idaho.

Together with all water, water rights, ditch and canal rights appurtenant thereto belonging or in anywise appertaining. Together with all water springs situated on the described lands and to the waters therefrom.

(U. S. I. R. S. $27.50 Attached to Deed and cancelled.)

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 parties of the second part, and to their heirs and assigns forever. And the said parties of the first part, and their heirs warrant the said premises in the quiet and peaceable 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 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 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

Clark L. Hubbard (SEAL)

Mary J. Hubbard (SEAL)

(SEAL)

(SEAL)

STATE OF IDAHO, } ss.
County of BANNOCK }

On this 27 day of April, in the year 19 57, before me, a Notary Public in and for said County and State, personally appeared CLARK L. HUBBARD and MARY J. HUBBARD 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.

(Notarial Seal)

Wesley F. Merrill
Notary Public
Residence Pocatello, Idaho

I hereby certify that this instrument was filed for record at the request of B.T.A.Co. at 19 minutes past 3 o'clock P.M., this 7th day of May A. D. 1957 In book 128 of Deeds at page 79

(11)

# Warranty Deed

347200

THIS INDENTURE, Made this 24th day of July in the year of our Lord One Thousand Nine Hundred and Thirty-nine between HARRY W. ANDERSON and VEDA S. ANDERSON, husband and wife of County of State of the part ies of the first part and CARL WRENSTED and PAUL WRENSTED of Pocatello County of Bannock State of Idaho the part ies of the second part.

WITNESSETH: That the said part ies 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 them in hand paid by the said part ies of the second part, the receipt whereof is hereby acknowledged, do by these presents, Grant, Bargain, Sell and Convey and Confirm unto said part ies of the second part, and to their heirs and assigns forever. All that certain lot piece or parcel of land situate, lying and being in the County of Bannock State of Idaho, bounded and more particularly described as follows, to-wit:

The Southeast Quarter of the Northeast Quarter of Section 28, Township 8 South, Range 36 East of the Boise Meridian, and that portion of the Southwest Quarter of the Northwest Quarter of Section 27, Township 8 South, Range 36 East of the Boise Meridian, lying West of the center line of Marsh Creek, excepting road and ditch rights of way.

Also the North half of the Southwest Quarter of Section 22, the Northwest Quarter of the Northwest Quarter and that portion of the Northeast Quarter of the Northwest Quarter lying westerly of Marsh Creek in Section 27, all in Township 8 South, Range 36 East of the Boise Meridian, Bannock County, Idaho.

Together with all water, water rights, ditch and canal rights appurtenant thereto belonging or in anywise appertaining. Together with all water springs situated on the described lands and to the waters therefrom.



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

(42)

17179

# WARRANTY DEED

THIS INDENTURE, made this 15th day of June 1965, between Paul Wrensted, surviving partner of the partnership of Carl Wrensted and Paul Wrensted, Paul Wrensted and his wife, Virginia Wrensted, as individuals of Power County, Idaho, and Hazel Wrensted, Administratrix of the estate of Carl T. Wrensted, Carl Theodor Wrensted, Carl Theodore Wrensted and Carl Wrensted, deceased, one and the same person, and as the surviving wife of said deceased and his sole and only heir, Bannock County, Idaho, parties of the first part, and Charles S. Hall, Bannock County, Idaho, party of the second part:

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of TEN DOLLARS, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt of which is hereby acknowledged do by these presents, grant, bargain, sell, convey and confirm unto said party of the second part and to his heirs and assigns forever; All that certain lot, piece or parcel of land situate, lying and being in the County of Bannock, State of Idaho, bounded and more particularly described as follows, to-wit:

The South/east quarter of the Northeast quarter, Section 28, Township 8 South, Range 36, E.B.M., and that portion of the Southwest quarter of the Northwest quarter of Section 27, Township 8 South, Range 36, E.B.M., lying West of the center line of Marsh Creek, excepting road and ditch rights of way.

The North half of the Southwest quarter of Section 22, the Northwest quarter of the Northwest quarter and that portion of the Northeast quarter of the Northwest quarter lying Westerly of Marsh Creek, in Section 27, all in Township 8 South, Range 36, E.B.M., Bannock County, Idaho.

Together with all water, water rights, ditch and canal rights appurtenant thereto belonging or in anywise appertaining. Together with all water springs situate on the described lands and to the waters therefrom, however evidenced.

This Deed is subject to one-half of the taxes for the year 1965.

(14)

# WARRANTY DEE

772885

FOR VALUE RECEIVED Zella Hall dealing with her sole and separate property

the Grantor , do es hereby grant, bargain, sell and convey unto

Donald K. Hall and Debra Hall, husband and wife

the Grantees , whose address is General Delivery, McCammon, Idaho 83250

the following described premises, to-wit:

Portion of land in the NW 1/4 of Section 27, Township 8 South, Range 36 East, Boise Meridian, Bannock County, Idaho and more particularly described as follows:

Commencing at the Northwest corner of Section 27 and running East along the north line of Section 27 for a distance of 640 feet more or less to the Easterly side of Marsh Creek Road being the True Point of Beginning, Thence continuing East along said line 1100.00 feet more or less to the Westerly side of Marsh Creek, Thence Southerly along Marsh Creek to a point being 400 feet more or less East of the Northwest Corner of the SE1/4NW1/4 of Section 27 on the North 1/16 line, Thence West along the N 1/16 line 170 feet more or less to the Westerly Bank of Marsh Creek, Thence following along the course of Marsh Creek in a Southerly direction to a point 510 feet more or less North of the Southeast corner of SW 1/4 NW 1/4, Thence due West to the East side of Marsh Creek Road, Thence North along the East side of Marsh Creek Road to the Point of Beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s , their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee s , that t hey are the owner s in fee simple of said premises; that said premises are free from all encumbrances except those of public record as disclosed by Lot Book Report of 27 May 1986

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

Dated:

Zella L Hall June 1, 1986

STATE OF IDAHO, COUNTY OF Bannock

On this 1st day of June, 1986, before me, a notary public in and for said State, personally appeared

Zella L. Hall

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

Kathleen L Wilson
Notary Public

Residing at Inkom, Idaho, Idaho

Comm. Expires Written

STATE OF IDAHO, COUNTY OF

I h... filed for record at the re...

at 772885 o'clock m.,

this NO. RECORDER AT REQUEST OF

19 , of Deed Zella Hall

'86 JUN -2 P1:48

OFFICIAL RECORDS of 444
BANNOCK COUNTY, IDAHO
LARRY W. SHAW, RECORDER

By FEE 2.00 DEPUTY gaa

Deputy.

Fees:

Mail t...

Also recorded under 95006251

EASEMENT

THIS AGREEMENT, Made and entered into this 26th day of July 1939, by and between Ella Nephi Smart

party of the first part, and Bannock County, a Municipal Corporation, party of the second part.

That whereas the party of the first part is desirous of having a drainage project on Marsh Creek, Bannock County, Idaho, completed as proposed by a W.P.A. Project, and the County Engineer of Bannock County, Idaho, and,

Whereas the party of the Second part and the United States Government W.P.A. Project require an easement to and through the following lands, and,

Whereas there has been prepared by W. P. Havenor, the County Surveyor of Bannock County, a blue print of said proposed changes in said Marsh Creek and which is on file in the office of the County Recorder and the County Surveyor of Bannock County, Idaho,

NOW, THEREFORE, In consideration of the party of the second part making the changes in the course and the levels of said Marsh Creek as shown upon the said plat on file, I hereby grant unto said second party full and free right and authority unto said second party, its officers, agents and servants, to enter upon the following lands and make the changes in the course and levels of said Marsh Creek as shown upon said blue print on file and the notes and specifications in the office of the surveyor pertaining thereto. Land owner assumes no expense in connection with this project.

The land to which said Easement is applicable is described as follows, to-wit:

Indian Allotment No. 32; being N/2 NW/4 Sec. 27, T. 8 S. R. 36 E.B.M.

WITNESSES Frank Sokolek
Farm Agent, Fort Hall, Idaho

Frank Sokolek

Farm Agent, Fort Hall, Idaho

her
Ella Nephi Smart
mark

STATE OF IDAHO
COUNTY OF BANNOCK } ss

On this 26th day of July, 1939, personally appeared before me, the undersigned Notary Public, Ella Nephi Smart known to me to be the person whose name is subscribed to the foregoing 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 first above written.

Notary Public Residing at Fort Hall, Ida.

My commission expires Nov. 22, 1942.

# AGREEMENT

386444 #6.

This agreement made this 20 day of February 1961, between Bannock County, a Political Subdivision of the State of Idaho, and Carl Wrensted and Paul Wrensted his ~~wife~~ Bros, of McCammon, Idaho, in consideration of the promises and covenances hereinafter set forth it is mutually agreed between the parties hereto as follows: Carl Wrensted and Paul Wrensted, his ~~wife~~ Bros, agree to grant an easement for road purposes across property owned by them situated in the Tract N½N½NW¼ of Sec. 27 T. 8 S., R. 35 E., B.M., to Bannock County for and in consideration of Bannock County

Purpose of easement is to allow Bannock County ingress and egress to construct and maintain settling basins on the above described property, for flood control on the Marsh Creek Road and adjoining properties.

Easement to be for an indefinite period of time and/or until mutuall agreed by both parties to terminate this agreement.

Paul Wrensted

Carl Wrensted

State of Idaho )
SS.
County of Bannock )

On this 20 day of Feb, 1961, before me Vernon H. Powell a Notary Public, for the State of Idaho, personally appeared Carl Wrensted and Paul Wrensted his ~~wife~~ Bros, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Vernon H. Powell
Notary Public
Residing at Pocatello
My commission Expires March 30, 1963

Attest:

BOARD OF COUNTY COMMISSIONERS
BY Kenneth D. Sparks
Chairman

Aaron Hammons
Clerk

Burl McNabb
Road Supervisor

No. 386444
Recorded at Request of
Bannock County
Mar 10 12 48 PM '61
Real Record Bk. No. 158
Page
SD

For Ditch coming to Hall Property

STATE OF IDAHO,)
)SS.
BANNOCK COUNTY.)

Celia S.Gehring,being first duly sworn according to law,deposes and says that she is of lawful age and the claimant of the water right mentioned in the foregoing notice and whose name is subscribed thereto; that the statements in said notice contained are true and that the original notice of which the foregoing is a true copy was posted in a conspicuous place at the point of diversion therein described on the 27th day of May,A.D.,1902,at 9 o'clock 40 m.

Witness to mark.
Theo.Turner

Celia X S.Gehring,
her
mark.

Subscribed in my presence by the said Celia S.Gehring and by her sworn to before me this 27th day of May,A.D.1902.

John S.Hyde,
A Justice of the Peace for Marsh Precinct,Bannock County,Idaho.

Recorded at request of Bannock Abst.Co.at 1.07 o'clock P.M.May 28" 1902.
By D.N.Campbell
Deputy. Fee

J.S.Campbell,
Recorder.

NOTICE OF WATER APPROPRIATION.

STATE OF IDAHO,)
)SS.
Bannock County.)

TO ALL CONCERNED:-

Notice is hereby given:- That Thomas Lavatta,Therese Lavatta,Christine Lavatta and Elenora Lavatta,all of McCammon,of the County of Bannock and State of Idaho,hereby claim the use of the waters of Belle Marsh Creek,here flowing to the extent or amount of three (3) cubic feet,per second of time,now and hereafter to be diverted at a point on said stream in the easterly portion of the N.E.1/4 N.E.1/4 Section 33 in Township 8 South of Range 36 E.B.M.,in Idaho,about 300 yards from the easterly line thereof,and at which said point a copy of this notice is posted.

It is intended to use and said waters have been used and and diverted by means of one ditch about one (1) mile in length and running in a general south-easterly direction,and one (1) ditch about one (1) mile in length running in a general northerly direction to and upon the following described lands,to-wit:-- The S.E.1/4 N.W.1/4 and E.1/2 S.W.1/4 Section 27,the N.1/2 N.W.1/4,the S.E.1/4 N.W.1/4,S.W.1/4 N.E.1/4 and N.W.1/4 S.E.1/4 Section 34 in Township 8 South of Range 36 East of the Boise Meridian in Idaho,and containing 320 acres.

The said waters are to be used for agricultural and domestic purposes upon the above described lands.

A portion of the works for the diversion and use of the said waters are now completed and have been in use for fourteen (14) years last past,and will be fully completed within two (2) from date hereof. This notice is posted and recorded in the office of the County Recorder of Bannock County,Idaho,and a copy thereof filed in the office of the State Engineer of the State of Idaho,for the purpose of making of record the claim and title of claimants to the said waters which they have used for fourteen (14) years last past.

Witness the hands of claimants at McCammon,Bannock County,Idaho,this 24th.day of May,A.D.1902.

Thomas Lavatta
Theresa Lavatta
Christine Lavatta
Elenora Lavatta.
Claimants.

STATE OF IDAHO,)
)SS.
Bannock County.)

Thomas Lavatta,being first duly sworn according to law,deposes and says that he is of lawful age and one of the claimants of the water right mentioned in the foregoing notice and whose name is subscribed thereto; that the statements in said notice contained are true and that the original notice of which the foregoing is a true copy was posted in a conspicuous place at the point of diversion therein described on the 26th day of May,A.D.1902,at 10.00 o'clock A.M.

Thomas Lavatta

Subscribed in my prerence by the said Thomas Lavatta and by him sworn to before me this 29th day of May,A.D.1902.

(SEAL)

Fred S.Caldwell,
Notary Public.

Recorded at request of Bannock Abst.Co.at 1.10 o'clock P.M.May 31st,1902.
By D.N.Campbell,
Deputy. Fee

J.S.Campbell,
Recorder.

5-110a

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF INDIAN AFFAIRS

# CERTIFICATE OF APPRAISEMENT

Allottee Nanneatse Stone No. 32 Agency Fort Hall

I hereby certify that on the 7th day of September, 19 51, I personally visited and made a careful inspection of the following-described lands:

N/2 NW/4 Sec. 27, T. 8 S., R. 36 E.B.M., Idaho, containing 80 acres

being the allotment of Ella Nephi Smart (heir Probate 4490-35)

That I find the character of the land and the value, in my best judgement, to be as follows: Agricultural 13 acres; Grazing 67 acres; Timber 0 acres; Irrigated 13 acres; Irrigable 23 acres; Oil, gas, or mineral value (if any) $ 0.00; value for power-site purposes (if any) $0.00

| | |
|---|---|
| Land | $2912.00 |
| Improvements | 505.00 |
| Total | $3417.00 |

Ray E. Solter
Ray E. Solter
Soil Scientist

~~Superintendent~~.

NOTE.— The appraisement should be made to correspond with the legal divisions for which bids will be received. The appraisement should be made by the superintendent, but in cases where it is not possible for him to personally appraise the land, he should appoint an appraiser and fill out the following blank:

I hereby certify that Ray E. Solter was appointed by me to appraise the land above described; that he is well acquainted with the value of lands in the vicinity of the tract above described, and fully competent to make such appraisement, and that I verily believe the above appraisement is the true value of the land and the improvements thereon.

Dated 15th day of October, 1951

Earl Wooldridge Superintendent.

GOVERNMENT PRINTING OFFICE 6—7280