

R. BROWN
RECEIVED (2)

JUL 13 2011
DEPARTMENT OF
WATER RESOURCES

Thomas R Perkins
710 Highway 93 North
Carmen, Idaho 83462
(208) 756-6177

State of Idaho
Department of Water Resources
PO Box 83720
Boise, ID 83707-9815

7-11-05

Attention: R Brown

In response to adjudication claim report 75-4175 according to my records the priority date is incorrect; it should read 4-01-1926 not 04-01-1923. The flow rate of 8.500 is correct plus the annual volume.

Claim # 75-4174 for 8.2 CFS from the Salmon River Priority dated 4-02-1900. In 1892 Caleb and Anna Davis (husband and wife) bought the property from John Nolan and received homestead rights. They in turn under the "Posted Notice" statute (prior to 1903) claim # 75-4174 was created with a priority date of 4-02-1900. See attached copy of documentation confirming both claim numbers and priority date of each.

Please correct your records to reflect the priority date of 04-02-1900 on claim # 75-4174 @ 8.2 CFS from the Salmon River. Note: per our telephone conversation this morning 7-11-05 remove Al Jensen name and insert mine. After which please send me a confirming copy.

Thank you for your help.

Thomas R. Perkins
Thomas R Perkins (USN Retired)
710 Highway 93 North
Carmen, ID 83462
(208) 756-6177

Size:

Total Acres	Irrigated Pasture Acres	Other Acres (Trees, River Front, etc)	Farmstead
85	72	11	2

Location: 7 miles North of Salmon.

Area: Subject property is located in the Big Flat area. Typical units consist of 25 to 250 acres. Primarily flood irrigated ranch and part-time farm units.

Subject

Property:

This unit is a large part-time farm bordered on the West by the Salmon River and on the East by U.S. Highway #93. 72 acres are flood and subb irrigated with the balance of the pasture being trees, river front and brushy areas. The unit commands a very good view of the Bitterroot Mountains and the Continental Divide. The dwelling is a log ranch home with 2 fireplaces, 3 bedrooms, 2 3/4 baths, attached garage, combination gas and electric heat, large family room, formal dining room, den; 2130 square feet on the main floor, 1008 square feet upstairs; built-in bookcases, storage, concrete foundation and wood shake roof. Outbuildings consist of (1) 1998 square foot shop with attached car port area, meat locker, part-concrete floor, two work bays, unfinished upstairs, barrel burner; (2) miscellaneous, lightly built livestock sheds and storage buildings.

Soils consist of water distributed alluvium composed of silt and sandy loams with gravel and rock admix. Topography is level to gently sloping. Property is suited to irrigated pasture and native forage.

Note!
Wood
NOT CONCRETE

Water Rights:

Claim #75-4174 for 8.2 CFS, priority 4/2/1900 from the Salmon River; Claim #75-4175 for 8.5 CFS, priority 4/1/1926 from a slough and waste water (this claim is affected by a Judicial Decree dated 12/3/84 that grants 8.25 CFS (412½ M.I.) to the subject property from this source). Water right and supply are sufficient to irrigate acreage now being irrigated.

Agricultural
Program Base:

None.

Real Estate
Taxes:

Property is identified by Lemhi County Assessor Parcels No. 23N22E307201A and 23N22E310001A. 1986 real property taxes were \$748.14.

Page 1

EXHIBIT A

All of Lot 12, in Section 30, T. 23 N., R. 22, East of the Boise Meridian.

Lot 1 in Section 31, T. 23 N., R. 22., East of the Boise Meridian. Also Lot 6 and that part and portion of Lot 7, Section 31, T. 23 N., R. 22 East of the Boise Meridian, described as follows: Beginning at the NE corner of Lot 7; thence running South 20 rods to a point; thence running West to the Salmon River; thence Northerly along the Salmon River to the NW corner of said Lot 7; thence East along the North boundary of Lot 7 to the point of beginning.

EXCEPTING from property described above:

A fraction of Lot 12, Section 30, T. 23 N., R. 22 E., Boise Meridian, more particularly described as follows, to-wit: Commencing at the Southeasterly corner of said Section 30, run thence N. 0° 05' W. along the Easterly boundary of Section 30 a distance of 118.0 feet; thence West 33.0 feet to a point on the Westerly Right-of-way line of U. S. Highway No. 93 and the Southeasterly corner of the tract of land herein described; thence N. 70° 56' W. 156.0 feet; thence N. 37° 04' W. 164.0 feet; thence West 195.0 feet, more or less, to a point on the Meander line on the Easterly side of the Salmon River; thence along said Meander line in a Northerly direction a distance of 2387.0 feet, more or less, to a point on the Northerly boundary of Lot 12, Section 30; thence East 37.0 feet, more or less, to a point on the Westerly Right-of-way line of U. S. Highway No. 93; thence Southerly along said Right-of-way line 2524.0 feet to the point of beginning.

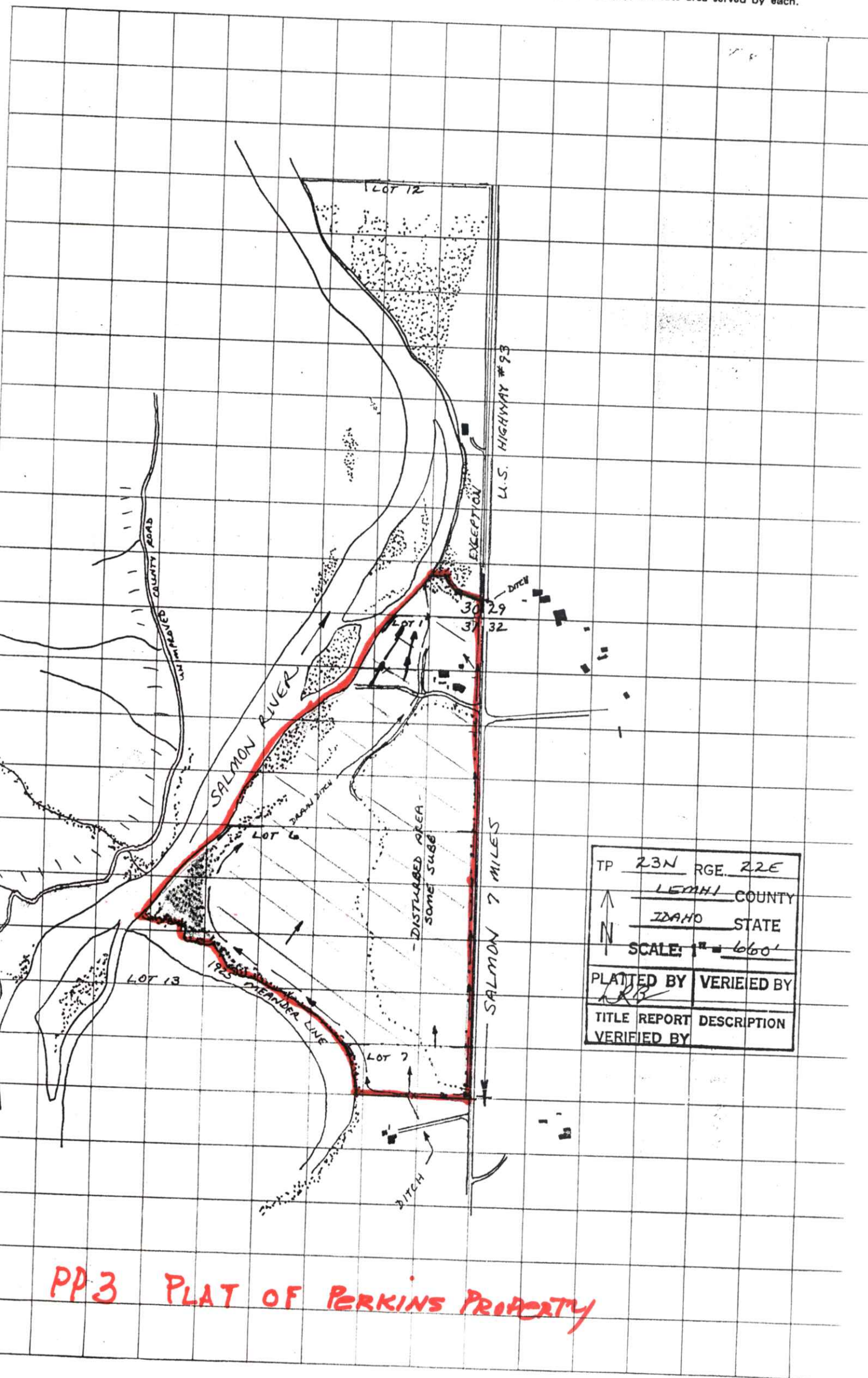
PP 2 LEGAL DESCRIPTION

Appraiser's Initials LRB

PLAT OF FARM

No. 172778-7

Use Standard Legend. Indicate roads and show direction and distance to nearest town. Indicate points of compass—show scale of map.
Designate section numbers at section centers. If more than one source of irrigation supply, indicate area served by each.



ANNA DAVIS MAP FOR DESERT ENTRY 1892

Township 23 N R 22 E

APPLICATION FOR HOMESTEAD

JOHN NOLAN

10/10/1886

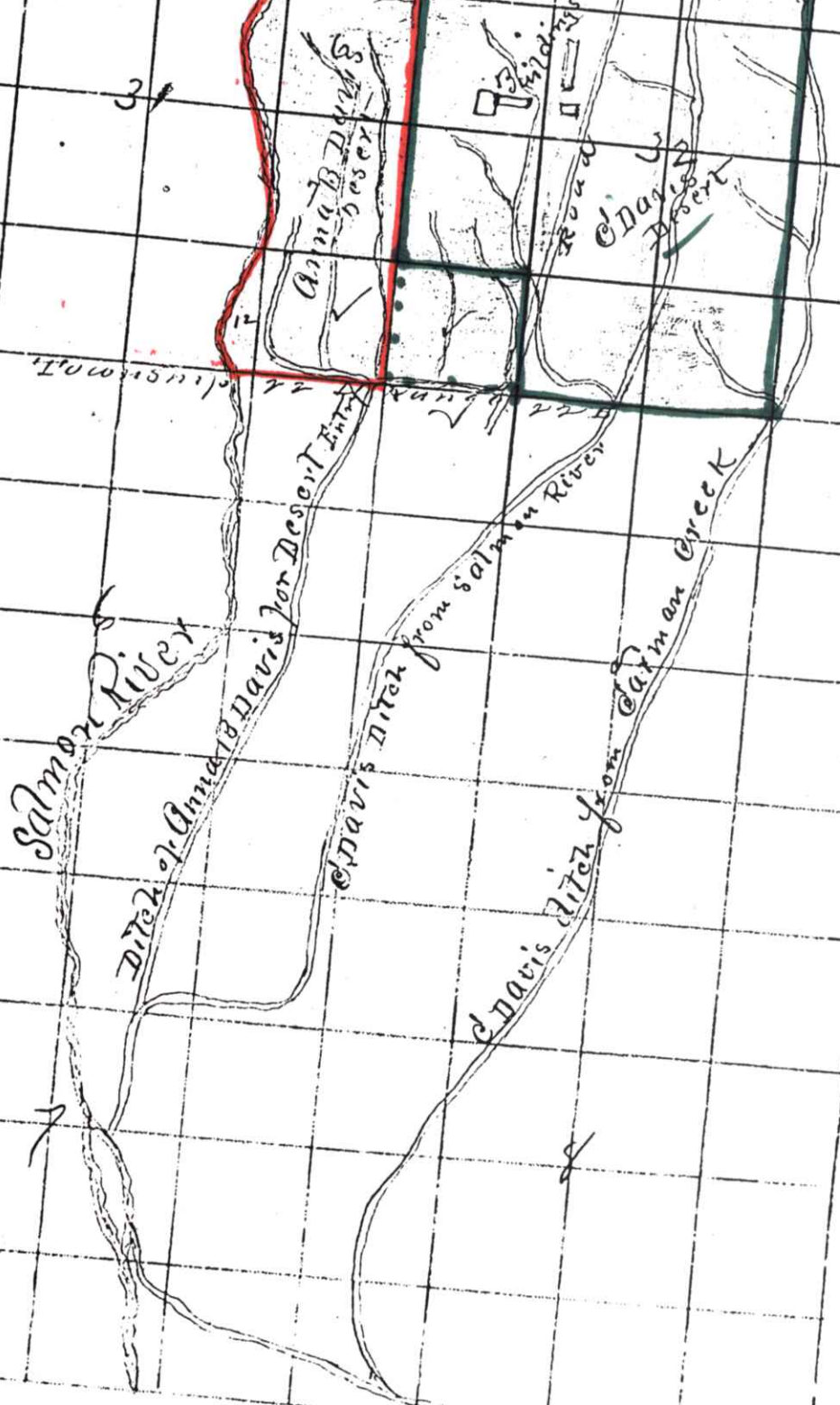
CALEB DAVIS 1892

ANNA DAVIS 1892

PRESENT HIGHWAY

GREEN = DAVIS

DESERT ENTRY



CALEB & ANNA DAVIS (MAN & WIFE) WEAVER, SCATTERSON THIS LAND 1870-80 TOOK DESERT ENTRY (HOMESTEAD) IN 1892

APRIL 2 1900

N PLAN

agreement made and entered into this 2^d day of April A.D. 1900, by and between Anna B. Davis, of Lemhi County Idaho, of the one part, and John Nolan of the same place, of the other part, Witnesseth, That whereas the said Anna B. Davis is the owner of an undivided part of that parcel of land situated in Lemhi County, Idaho, known and described as follows, Beginning at a point on the east line of the north west quarter of the southeast quarter of Section 32 in Township 2 S, North of Range 2 E East of Boise Meridian, twenty rods south of the north east corner of the said north west quarter of the south east quarter of said Section 32, and run thence south one hundred and forty rods more or less to the south east corner of the southwest quarter of the northeast quarter of said Section 32, thence West 360 rods more or less to the Salmon River, thence in a northerly direction along the Salmon River, 140 rods more or less to a point thereon due west from the place of beginning, being the Southwest corner of a tract of land owned by Mary J. Birdseye, thence East along the north line of said tract of Mary J. Birdseye, 280 rods more or less to the place of beginning. And she is the guardian of the estate of her minor children, Arthur Davis, Estlin Davis, Estella Davis and Leda Davis, who are the owners of the other undivided part of said land, and has possession of their portion thereof. And said John Nolan is the owner of Lot 18 of Section 30, and Lot 1 of Section 31 of said Township. All of which land adjoins the Salmon River, one side, and carries it successfully cultivated without the use of water thereon for irrigation. And whereas, said John Nolan not having sufficient length of frontage on the Salmon River to afford the requisite fall for a ditch for the further irrigation of his said land, desires to construct a ditch across the aforesaid land of said Anna B. Davis, and her said children, to convey water to and upon his said land, irrigation thereof. Now therefore said parties covenant and agree as follows.

1. The said Anna B. Davis, in consideration of the sum of one dollar to her in hand paid by said John Nolan, the receipt whereof is hereby acknowledged and of the covenants and agreements hereinafter reserved, and by the said John Nolan to be kept and performed, doth hereby covenant and agree with the said John Nolan, his heirs, executors, administrators, and assigns, that he and they may have a right of way over the westerly portion of her said land, for a ditch of sufficient size to carry at least 410 inches of water from said Salmon River, under a four inch pressure, to his said land, and such right of way is hereby granted to said John Nolan, his heirs and assigns, for the purpose aforesaid, and he and they shall have the right to enter upon the said land for the purpose of constructing said ditch and keeping the same in repair.

2. The said John Nolan in consideration of the covenants on the part of the said Anna B. Davis, hereby, agrees to construct said ditch across the westerly portion of the aforesaid land of Anna B. Davis, and her children, at such place as will cause the least damage to the land, and of sufficient size to carry 410 inches of water, and to keep the same in repair as that no damage will be occasioned by the overflow thereof, while it is being exclusively for irrigating his said land.

3. It is mutually agreed that the said Anna B. Davis and her said children, her and their heirs, and assigns, shall have the right to divert from said ditch sixty inches of the water flowing therein, measured under a four inch pressure for the purpose of irrigating their said land - to wit 410 inches of water

cannot be had to flow in said ditch, then said Nolan, his heirs and assigns of the one part, and said Anna B. Davis, her said children, her and their heirs and assigns of the other part, shall have the right to use said water in the proportion of 250 to 60. 4. It is further mutually agreed that said 60 inches of water or a less number of inches as is diverted by said Anna B. Davis, her children, her and their heirs or assigns, said Nolan, his heirs and assigns, shall keep said ditch in repair at his own expense, but after said sixty inches, or a fractional part thereof is diverted as aforesaid, said Nolan, his heirs and assigns, and said Anna B. Davis, her heirs and assigns shall bear the expense of the repair of said ditch from the south line of said Davis land to the head of the Salmon River, in proportion to their several rights in the water, to wit, in the proportion of 250 to 60.

5. Said Nolan hereby agrees to construct at the head of his said ditch a head gate of sufficient size to allow 410 inches of water to flow through the same. The covenants herein relative to the expense of repair of said ditch shall apply to said head gate, and in case it shall be necessary to make such repairs, either party, his heirs or assigns shall request the other to unite in making the same and to contribute to the expense thereof, according to the true intent and meaning of this agreement, and in case of refusal or neglect as to do, the other part, his or her heirs or assigns may cause said repairs to be made and done, and charge the other party, his or her heirs and assigns with his, her or their proportion of the expense, costs and charges thereof, according to the true intent and meaning of this agreement. It is further, in like manner mutually understood and agreed, by and between said parties, that this agreement shall be perpetual and run with the land of said Anna B. Davis, heretofore described, and be a regulatory upon the heirs and assigns of the said parties, respectively, forever, and in all cases and all occasions shall be construed as a covenant running with the land.

For Witness Whereof, the parties hereto have signed and sealed this agreement, the day and year first above named.

Anna B. Davis "Seal"
John Nolan "Seal"

STATE OF IDAHO,

County of Latah.

On this 2d day of April, A.D. 1900, in the year 1900, before me, J. P. Coltrough, at Chief of the District Court and for said County, personally appeared Anna B. Davis, and John Nolan, both known to me to be the person, &c., whose names are subscribed to the annexed 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.