

Kent - Albert Bell Property

The other portion of the Albert L Bell property - W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 13, Township 3S Range 34E was deeded to James Marriott then deeded to the following persons:

Michael Main (See page 10)
644 W 300 S
Blackfoot, ID 83221,

Paul & Linda De McDaniel (See page 11 & 12)
275 S 625 W
Blackfoot, ID 83221,

Tricia L Gay (See page 13 & 14)
639 W 275 S
Blackfoot, ID 83221

and

Kim Gundersen - WATER RIGHT NO. 27-26E (See page 15)
648 W 300 S
Blackfoot, ID 83221.

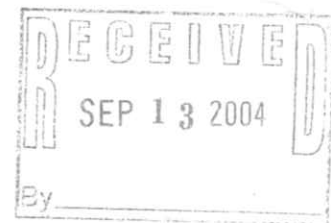
No specific water rights were mentioned in the property deeds (see below), however there were 25 inches of the Daniel Y Miller decree on the Albert Bell property not deeded with the portion of property deeded to Gary Wright. It appears that the owners of this property would have claim on this 25 inches of water.

Note: Water Right 27-26D (James Marriott) claimed 1.2 CFS and Water Right 27-26E (Kim Gundersen) Claimed 0.8 CFS; however, there was only 25 inches (0.5 CFS) of the decreed water deeded to this property.

The deed from Kent to Thomson did also mention 100 inches of appropriated water in addition to the decreed water. (Whatever that means?)

Based on the 25 inches of the Daniel Miller decree remaining of the 20 acres (W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 13 TS 3S Range 34E) it appears that each acre would be entitled to 1.25 inches of the decree since none of the deeds mentioned a specific water right transfer.

ORIGINAL



Daniel Y Miller Property & Water Rights

April 17, 1889

110

United States To Daniel Y. Miller.

4-17-1889

Final Receiver Receipt, No. 812 Application No. 1392
Dated April 17th 1889.

Received of Daniel Y. Miller the sum of six dollars cents being the balance of payment required by law for the entry of Lots one and two and 1/4 NE 1/4 of Sec. 24, the SW 1/4 of Sec. 13 in T. 3, S. R. 34 E. B. M. and Lot 1 of Sec. 19 in T. 3, S. R. 35 E. B. M. containing one hundred and fifty eight 1/2 acres under Sec. 2291 of the Revised Statutes of the U. S.

John Montgomery
Receiver.

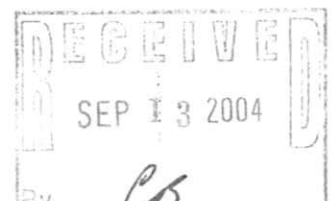
Recorded at the request of
Barnaback and Lamb. April 20, 1889.
at 4-50 P. M.

Geo. Robbison, Recorder.
By J. B. Boreham, Deputy.

ORIGINAL

2

G:\basin27\stevens27\26danielmiller\danielmillerdecree-originaldistribution



Daniel Y Miller Property & Water Rights

27 January 1894

Acres-Lands
Certificate No. 527

THE UNITED STATES OF AMERICA.

To all to Whom these Presents shall Come--GREETING:

WHEREAS, Daniel Y. Miller
of Bingham County, Idaho,
has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Blackfoot, Idaho, whereby it appears that full payment has been made by the said Daniel Y. Miller according to the provisions of the Act of Congress of the 24th of April, 1880, entitled, "An Act making further provisions for the Sale of the Public Lands," and the acts supplemental thereto, for the

East half of the Southeast quarter of section thirty
ten in township three south of range thirty
four east of Boise Meridian in Idaho, contain
ing eighty acres.

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said Daniel Y. Miller

NOW, KNOW YE, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such cases made and provided, have GIVEN and GRANTED, and by these presents do GIVE and GRANT, unto the said Daniel Y. Miller and to his heirs, the said Tract 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 Daniel Y. Miller and to his heirs and assigns forever, subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode, to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law, 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.

IN TESTIMONY WHEREOF, I, Grover Cleveland 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 seventh day of January, in the year of our Lord one thousand eight hundred and ninety four, and of the Independence of the United States the one hundred and eighteenth.

BY THE PRESIDENT: Grover Cleveland
By M. McKean Secretary.
Recorded Vol. 9a Page 16 L. J. De Lamar Recorder of the General Land Office.

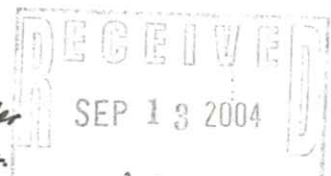
Filed for Record at Idaho P. M. Feb 23 A. D. 1894 and recorded at the request of D. Y. Miller
By Wes F. Gazon Deputy Recorder

1-27-1894

ORIGINAL

1

S: // basin 27 / Stevens 27 / 26 Daniel Miller / Daniel Miller
decree - original



3.2

Daniel Y Miller Property & Water Rights

25 inches of Daniel Y Miller Decree

1-30-1900

Daniel Y. Miller,
Amie M. Miller,
 To
John D. Kent.

THIS INSTRUMENT, made the 30th day of January in the year of our Lord 1901 between
Daniel Y. Miller and Amie M. Miller husband and wife
 of the County of Bingham and State of Idaho the parties of the first part,
 and John D. Kent
 of the County of Bingham
 and 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 Seven hundred and fifty 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, do hereby present GRANT, SELL, ASSIGN and CONFIRM unto the said party of the second part, and to his heirs and assigns forever, all the certain lot or parcel of land situate, lying and being in the County of Bingham and State of Idaho and bounded and described as follows, to-wit:

The West half of the Southwest quarter of the Southeast quarter (W-1/2 NW-1/4 SE-1/4) section thirteen (13) and the West half of the Northwest quarter of the Northwest quarter (W-1/2 of NW-1/4 of NE-1/4) and the West half of lot two (2) of section twenty-four (24) in township three (3) south of range thirty-four (34) east of the Boise Meridian, containing sixty-one and sixty one hundredths acres (61.61/100), together with twenty-five (25) inches of water out of the Blackfoot River, in Bingham County, Idaho, at low water mark on per decree of the Fifth (5th) Judicial District Court of Bingham County, Idaho, dated August first (1st) 1891, together with all ditches and ditch right away thereunto appertaining.

Together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in any wise 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 thereto incident, unto the said party of the second part, and to his heirs and assigns forever, and the said parties of the first part and their heirs, and the said premises in a quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said party 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 hand and seal the day and year first above written.

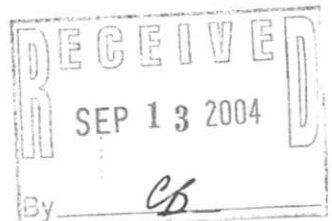
Signed, sealed and delivered in the presence of
Geo. L. Wall. Daniel Y. Miller. (SEAL)
 Amie M. Miller. (SEAL)

STATE OF IDAHO,
 County of Bingham. }
 I DO HEREBY CERTIFY that on this 30th day of January,
 in the year of 1901, before me George L. Wall Notary Public
 in and for said County and State, personally appeared Daniel Y. Miller known to me to be the person
 whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.
 AND I DO HEREBY CERTIFY that: On this 30th day of January, in the year of 1901,
 before me George L. Wall Notary Public, in and for said
 County and State, personally appeared Amie M. Miller known to me to be the person whose
 name is subscribed to the within and foregoing instrument, described as a married woman, the wife of the above named
Daniel Y. Miller and upon an examination separate and apart from and without the hearing of
 her said husband, I made her acquainted with the contents of the instrument, and thereupon, without the hearing of her said husband,
 she acknowledged to me that she executed the same and that she does not wish to retract such execution.
 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Blackfoot, Idaho,
 the day and year first above written.

(SEAL)
Geo. L. Wall, Notary Public
 My commission expires Oct. 2nd 1901

Recorded at the request of John D. Kent, October, 16th 1901, at 1:15 minutes
 per 11 o'clock A.
Geo. F. Ogden, Recorder
By J. D. Kent Deputy.

ORIGINAL



Kent - Albert Bell Property

WARRANTY DEED

BOOK NO. 19

482

37131

9-27-1910

105" appropriated water
25" 27-26

Chis Indenture, Made this 27th day of September in the year of our Lord one thousand nine hundred and ten between **John D. Kent and Amanda C. Kent his wife** of the County of Bingham and State of Idaho the part 1st of the first part, and **R. A. Thomson** of the County of Bingham and State of Idaho the part 2nd of the second part, WITNESSETH: That the said part 1st of the first part, for and in consideration of the sum of **Sixty six hundred and no/100 (\$6600.00)** DOLLARS, lawfully money of the United States of America, to them lawfully paid by the said party of the second part, the receipt whereof is hereby acknowledged do hereby covenant, sell, bargain and convey and confirm unto the said part 2nd of the second part, and to his heirs and assigns forever, all the certain lot piece or parcel of land situate, lying and being in the County of Bingham and State of Idaho, and bounded and described as follows, to-wit:

The west half (W_{1/2}) of the southwest quarter (SW_{1/4}) of the southeast quarter (SE_{1/4}) of section thirteen (13) and the West half (W_{1/2}) of the Northwest quarter (NW_{1/4}) of the Northeast quarter (NE_{1/4}) and the West half (W_{1/2}) of Lot two (2) all of Section twenty four (24) in township three (3) South of range thirty four (34) East of Boise Meridian in Idaho containing 61.61 acres; together with 100 inches of appropriated water right out of Blackfoot River and 25 inches of decreed water right in low water season; Also all ditches and ditch rights of way.

Together with all and singular the tenements, hereditaments and appurtenances thereto 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 thereto incident, unto the said part 2nd of the second part, and to his heirs and assigns forever, and the said part 1st of the first part and their heirs, and the said premises in a quiet and peaceable possession of the said part 2nd of the second part, his heirs and assigns, against the said part 1st 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 survive defend.

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

Signed, sealed and delivered in the Presence of

W. H. Stufflebeam

John D. Kent (seal)
Amanda C. Kent (seal)

STATE OF IDAHO,
County of Bingham

I DO HEREBY CERTIFY THAT, On this 20th day of March in the year of 1911 before me, W. H. Stufflebeam, a Notary Public in and for said County and State, personally appeared John D. Kent and Amanda C. Kent his wife known to me to be the persons whose name are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

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

W. H. Stufflebeam Notary Public

My commission expires Nov. 12th, 1911

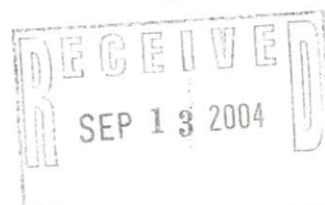
Recorded at the request of W. H. Stufflebeam March 22, 1911 at 10:00 A M

Notary's fee, \$

J. E. Carruth Recorder
L. G. (Seal) Deputy Recorder

ORIGINAL

5.4.3



Kent - Albert Bell Property
John D Kent to R.A. Thomson - 27 September 1910

...of the 18th day of November, in the year 1936, before me, E. F. Hildreth, a Justice of the Peace, in and for the County of Bingham, State of Idaho, appeared GEORGE J. CONNOR, Vice President, A. L. McCORMACK, known to me to be the Secretary and Treasurer of the Corporation that executed the foregoing instrument, and advised me to be that such Corporation executed the same.

F.
 E. F. Hildreth, Justice of the Peace
 Residing at Salt Lake City, Utah

Witness my hand and seal of office at the request of C. C. Harris Feb. 11, 1936 at 9:20 A. M.

Deputy
 H. T. Falk, Sheriff of Federal Land Bank
 SHERIFF'S DEED

THIS DEED, made this 20th day of January, 1936, between H. T. Falk, Sheriff of Bingham County, State of Idaho, party of the first part, and THE FEDERAL LAND BANK OF SPOKANE, a corporation, with its principal place of business at Spokane, Washington, party of the second part:

WITNESSETH: WHEREAS the said The Federal Land Bank of Spokane, a corporation, secured a decree of foreclosure on the 23rd day of December, 1936, in that certain action filed in the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bingham, and in which the said The Federal Land Bank of Spokane, a corporation, was plaintiff and Sophia M. Thomson, a widow; F. W. Thomson; Ira Espey and Deltha Espey, husband and wife; Albert Bell and Laisie Bell, husband and wife; Blackfoot National Farm Loan Association, a corporation; Unknown heirs of Robert Allen Thomson, same person as Robert Allen Thomson, deceased; et al, were defendants, and whereas among other things it was ordered in said decree that all and singular the premises described therein, should be sold at public auction according to law; AND, WHEREAS, Ira Corey the then Sheriff of said County, did on the 18th day of January, 1937, after due and public notice, sell the said premises according to law and as in said decree directed, to The Federal Land Bank of Spokane, a corporation, for the sum of Four thousand and no/100 (\$4000.00) DOLLARS, the said The Federal Land Bank of Spokane, a corporation, being the highest and best bidder therefor;

AND WHEREAS, a Certificate of Sale was duly issued on the 18th day of January, 1937, and more than one year has elapsed since the said sale and no redemption has been made by or on behalf of said defendants, or any of them, and whereas the said The Federal Land Bank of Spokane, a corporation, is now the owner and holder of said Certificate of Sale.

NOW, THEREFORE, H. T. Falk, the said Sheriff of Bingham County, State of Idaho, for and in consideration of the sum of Four thousand and no/100 (\$4000.00) DOLLARS, paid for said premises to the said The Federal Land Bank of Spokane, a corporation, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to the said The Federal Land Bank of Spokane, a corporation, and its successors and assigns forever, all of the following described premises located and situated in Bingham County, State of Idaho, to-wit:

The West Half of the Southwest quarter of the Southeast quarter of Section Thirteen, and the West Half of the Northwest quarter of the Northeast quarter, and the West Half of Lot Two of Section Twenty-four, all in Township Three South, of Range Thirty-four, East of the Boise Meridian; and

All water and water rights used upon or appurtenant to said property and however evidenced, including (but not limited to) a water right evidenced by 60 shares of stock in Riverton Ditch Company, evidenced by stock certificate #44.

Together with all and singular the tenements, hereditaments and appurtenances thereunto in anywise appertaining.

*1-20-1938
 Sheriff Sale*

*60 shares in
 Riverton Ditch*

Water Identified: 100 inches of appropriated water right out of Blackfoot River and 25 inches of decreed water right in low water season

ORIGINAL

G:\basin27\stevens27\26daniel miller\kent=bell property

7.7.4

RECEIVED
 SEP 13 2004
 BY

Kent - Albert Bell Property

39-45319

WARRANTY DEED

#13428 - R.A. Thomson

THIS WARRANTY, made this 26th day of January, 1945, between The Federal Land Bank of Spokane, a corporation organized and existing under the Act of Congress known as the Federal Land Bank Act, as amended, with its principal place of business in the City of Spokane, County of Spokane, State of Washington, the party of the first part, and Albert L. Bell and Emily Bell, his 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 Bingham, State of Idaho, to wit:

The West half of the Southwest Quarter of the Southeast Quarter of Section Thirteen, and the West half of the Northwest Quarter of the Northeast Quarter, and the West Half of Lot Two in Section Twenty-four, all in Township Three South of Range Thirty-four East of the Boise Meridian;

44.40 I.R.S. attached and cancelled.

Together with all the tenements, hereditaments, rights, privileges and appurtenances thereto 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 nothing herein contained shall be construed as a warranty of any water right.

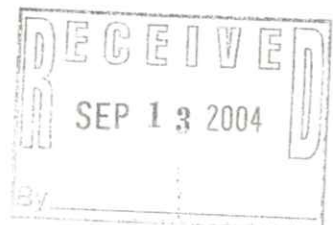
To have and To hold said premises unto the parties of the second part, their heirs and assigns forever, subject to the following:

1. Unpaid taxes, assessments and water charges, including but not limited to those levied or imposed by the United States Reclamation or Indian Service or by any water or irrigation or drainage district or company, and all other unpaid charges, liens or assessments imposed by or pursuant to law on the above described property, including any and all deferred charges, becoming due subsequent to the year 1936.
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

1-26-1945

Albert Bell

ORIGINAL



8.6

**Kent - Albert Bell Property
Daniel Miller Water on the Albert Bell Property:**

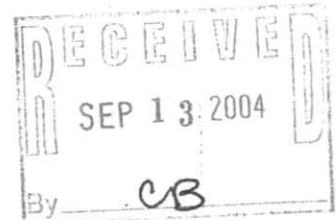
Reference: See the **Daniel Miller** file for initial data on the distribution of the 100 inches of the decreed water.



- ☐ Bell to Marriott then to various owners – 25 inches Daniel Y Miller
- ☐ Bell to Gary Wright – deeded with 40 inches March 25 1880

See page 9 of this document for summary of Bell to Marriott 25 inches of Daniel Y Miller Decree.

ORIGINAL

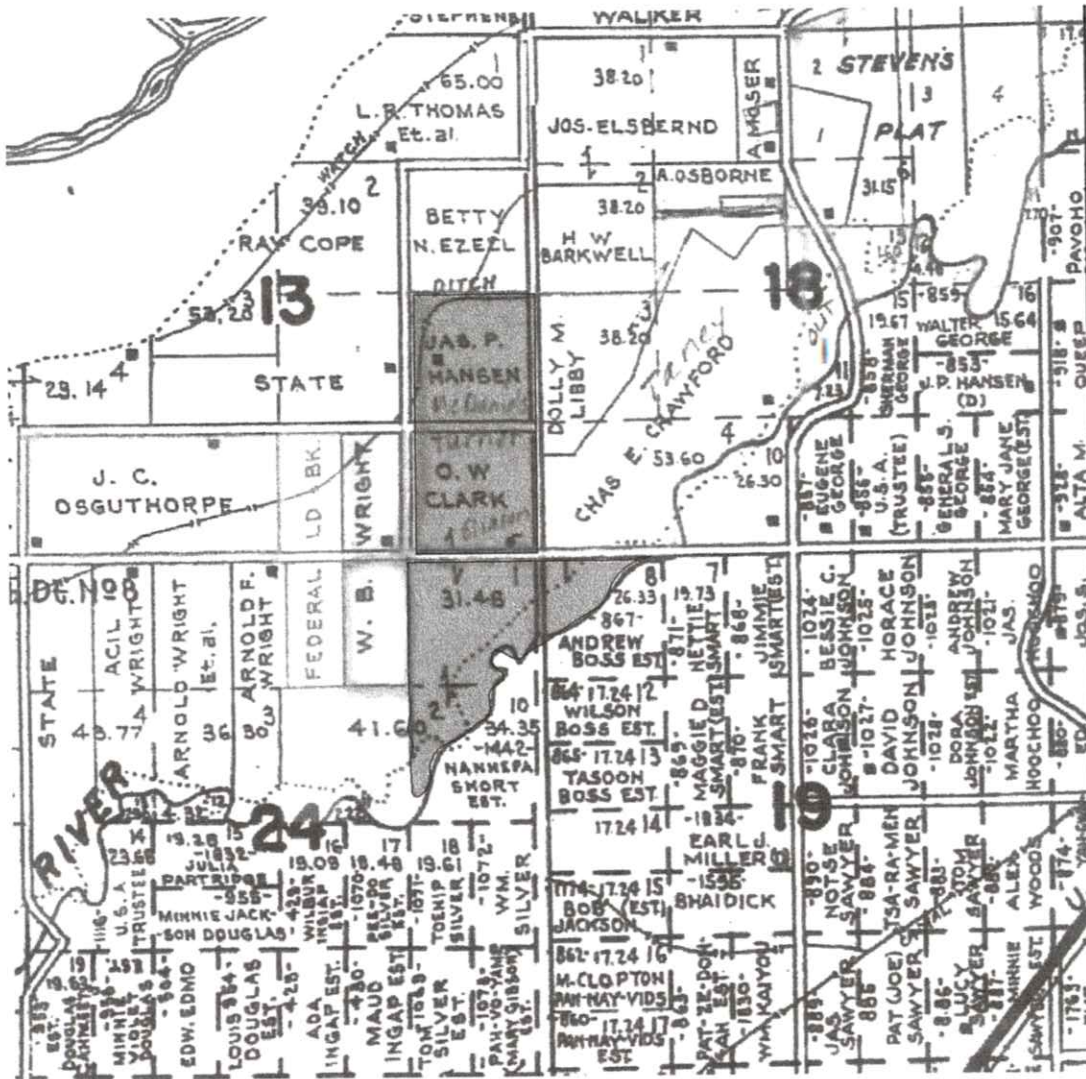


CB

9:11 basin 27 / Stevens 27 / 26 Daniel Miller

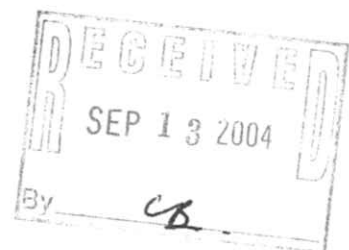
Daniel Y Miller Property & Water Rights

100 inches April 1, 1883 Decree



- Ball – 50 inches – 119.44 Acres
- Hancock – 25 inches – 60 Acres
- Kent – 25 inches – 61.61 Acres

ORIGINAL



June 26, 1940

Re: 13428 - R. A. Thomson
Blackfoot, AO-F11

Mr. Ross A. Soward
Secretary-Treasurer, 8-D
Blackfoot, Idaho

Dear Mr. Soward:

We have your letter of June 22nd in which you request information as to the waters decreed for this property.

The original application and appraiser's report give very little information concerning water rights but the appraiser's report indicates that there was supposed to be 60 inches of decreed water with this property.

Upon checking into the abstract I find that in the case entitled "Fred S. Stevens, et al, Plaintiffs, vs. Eastern Idaho Water Co., et al Defendants" in the District Court of the 5th Judicial District in and for the County of Bingham, Idaho, by decree entered August 1, 1891, 100 inches of the waters of Blackfoot River, with priority of April 1, 1883 was decreed to Daniel Y. Miller, and 1500 inches of the waters of Blackfoot River with priority of June 1, 1885 was decreed to A. Whitten and Susan E. Whitten, P. D. Fox and William Howard. Our abstract of the decree does not show for which property these rights were decreed.

However, Daniel Y. Miller appears to have been the owner of the property being sold to Mr. Albert L. Bell on contract at this time.

By deed dated January 30, 1900, recorded in Book X, page 533, records of Bingham County, Idaho, Daniel Miller conveyed this property to John D. Kent "together with 25 inches of water out of Blackfoot River in Bingham County, Idaho, at low water mark as per decree of the 5th Judicial District Court of said County, dated August 1st, 1891."

By deed dated September 27, 1910, recorded in Book 19, at page 482, records of Bingham County, Idaho, John D. Kent conveyed this property

to R. A. Thomson "together with 100 inches of appropriated water right out of Blackfoot River and 25 inches of decreed water right in low season". Mr. Thomson was the party who obtained a loan from the Bank in 1919, which loan the Bank later foreclosed.

By deed dated January 19, 1918, recorded in Book 32, at page 340, records of Bingham County, Idaho, A. Whitten and Susan E. Whitten conveyed to R. A. Thomson the following water right: "35 inches of water of the Blackfoot River; being a part of that certain water right of 1000 inches of the date of June 1st, 1885, decreed to A. Whitten and Susan E. Whitten August 1st, 1891, in that certain water decree as recorded in Book 1, at pages 107-116 of the records of Bingham County, Idaho."

Under date of March 14, 1919, Fred A. Wilkie, State Engineer for the State of Idaho, issued to R. A. Thomson a certificate of a transfer of water right, #237, which certificate is recorded in Book D of Miscellaneous Records, page 307, records of Bingham County, Idaho. The abstract of this certificate is a bit confusing. It refers to a 1.2 second feet right, with priority of March 25, 1880.

The mortgage the Federal Land Bank took in 1919 covered all water rights then appurtenant to the land and when the Bank foreclosed it acquired such water rights.

Our abstract does not purport to be a complete abstract of the water rights and it is impossible for that reason to report definitely what they are. The foregoing information indicates that this property has a right to the waters of Blackfoot River for 25 inches with April 1st, 1883 priority, and 35 inches with June 1st, 1885 priority.

I am enclosing an extra copy of this letter which you may deliver to Mr. Bell. I trust that this information will be of some value to him in determining what the water rights are.

Yours very truly,

Albert Olsen
Attorney

ao:h