

Instrument # 132830

4--1067.

The United States of America,

To all to whom these presents shall come, Greeting:

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

The north half of the southwest quarter of Section Fifteen in Township eight south of Range thirty-six east of the Boise Meridian, Idaho, containing eighty acres,

(NE-SW-4)

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 (23 Stat., 688), HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT, unto the said Nephi Ohavit and to his 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 Nephi Ohavit and to his 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 his 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 FIFTH 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 FORTYTHREE.

By the President: Woodrow Wilson

By M. P. LeRoy, Secretary.

(SEAL)

L. C. C. Lamar, Recorder of the General Land Office.

RECORDED: Patent Number 524715

RECORDED AUG 31 1927 3 08 PM in Book 56 of Deeds page 475 Records of Benneek County State of Idaho at the request of P T & T Co.
Lillian Spangberg, Recorder.

Fee \$1.30

By A. Smyth, Deputy



INSTRUMENT NO. 132831

5-183

OFFICE OF INDIAN AFFAIRS

RECEIVED

AUG 26 19

69311

INDIAN DEED INHERITED LANDS.

THIS INSTRUMENT, Made and entered into this sixth day of March one thousand nine hundred and twenty-two, by and between Ingweboe, Peeyon, Slim Nephi, Nevada Tindore, Chauncy Tindore, Lorenzo Tindore, William Tindore, Pearl Edmo, Mary Edmo, Gidrean Edmo and Sam Decowater, of Fort Hall, Idaho, heirs of Nephi Ohavit, deceased, a Fort Hall Indian, parties of the first part, and Mrs Albert Zweigart, of Pocatello, Idaho, party of the second part:

WITNESSETH, That said parties of the first part, for and in consideration of the sum of THREE THOUSAND (\$3,000.00) 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 Benneek County, State of Idaho, to wit:

North one-half (N/2) of the south-west quarter (SW/4) of section fifteen (15) township eight (8) south, Range THIRTY-six (36) east of the Boise Meridian, Idaho, containing eighty (80) acres, more or less.

"And there is reserved from the lands hereby granted, a right of way for ditches and canals constructed by the authority of the United States."

\$3.00 I.R.S. attached and cancelled.
together with all the improvements thereon and the appurtenances thereunto belonging. And the said parties of the first part, for themselves and their heirs, executors, and 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 him 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.

WITNESSES:

Robert R. Burns
R. M. Allen

Heredore Tindore

his finger mark
print

Gidgeon Edmo

his finger mark
print

Ingwehoo her finger mark
print

Peeyou her finger mark
print

Slim Nephi her finger mark
print

Chauncy Tindore
Sam Deepwater (SEAL)
Lorenzo Tindore (SEAL)
William Donner (SEAL)
Legal guardian for Mary Edmo,
Pearl Edmo and William Tindore,
minor heirs.

State of Idaho }
County of Bingham } ss:

BE IT REMEMBERED, That on this 16th. day of August, A. D., 1922 before the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Ingwehoo, Peeyou, Slim Nephi, Heredore Tindore, Chauncy Tindore, Lorenzo Tindore, Sam Deepwater and William Donner, 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 official seal on the day and year last above written.

Robert R. Burns

Notary Public,
Fort Hall, Idaho.

My commission expires April 1, 1923.

(SEAL)

Department of the Interior,
OFFICE OF INDIAN AFFAIRS,
SEP 13 1922

The within deed is respectfully submitted to the Secretary of the Interior, with the recommendation that it be approved.

G. F. Hawke
Chief Clerk

Department of the Interior,
SEP 19 1922

The within deed is hereby approved.

F. M. Goodwin
Assistant Secretary.

Office of Indian Affairs,
LAND DIVISION,
SEPT 22, 1922

Recorded in Deed Book, Inherited Indian Lands, Vol. 43, page 213

This instrument was filed for record on the 31 day of Aug., 1927 at 3-09 o'clock P.M., and duly recorded in Book 36 Deed on page 476 at the request of POCAHELLO TITLE TRUST CO. Lillian Sponagars, Recorder.
Fee \$1.20
By A. Smyth, Deputy.

INSTRUMENT NO. 132832

5--183

INDIAN DEED INHERITED LANDS.

THIS INSTRUMENT, made and entered into this 30th day of March one thousand nine hundred and twenty-two, by and between Slim Nephi and Ella Kenic, of Fort Hall, Idaho, heirs of Kawgwasap, deceased, a Fort Hall Indian, parties of the first part, and Albert Zweigart, of Pocatello, Idaho, party of the second part:

WITNESSETH, That said part of the first part, for and in consideration of the sum of FIFTY THOUSAND dollars, in legal cash, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey unto said party of the second part the within described real estate and premises situated in Blaine County, State of Idaho.

RECEIVED

SEP 25 2002

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

UTAH MORTGAGE LOAN CORPORATION,
a corporation,

Plaintiff,

vs.

FRANK TOSTON, a single man; UNITED STATES OF AMERICA
on relation and for the use of ELMER ELLSWORTH and
HUCHO, heirs of TAHMANZONAH PORTNEUF, deceased; UNIT-
ED STATES OF AMERICA on relation and for the use of
ELMER ELLSWORTH and HUCHO, heirs of CHARLEY PORTNEUF,
deceased; ELMER ELLSWORTH and HUCHO; UNITED STATES OF
AMERICA on relation and for the use of ELIA NEPHI
SMART, heir of NANNEATSE STONE, deceased; and ELLA
NEPHI SMART;

Defendants.

DECREE OF FORECLOSURE AND
ORDER OF SALE.

THIS CAUSE came regularly on to be heard this 22nd day of December, 1936. Merrill & Merrill of Pocatello, Idaho, Attorneys at Law, appeared for and on behalf of the plaintiff, and J. A. Carver, United States Attorney for the District of Idaho, and E. H. Casterlin, Assistant United States Attorney for the District of Idaho, of Pocatello, Idaho, appeared for and on behalf of the United States of America on relation and for the use of Elmer Ellsworth and Hucho, heirs of Tahmanzonah Portneuf, deceased, and on relation and for the use of Elmer Ellsworth and Hucho, heirs of Charley Portneuf, deceased, and each of them, for the use of Elmer Ellsworth and Hucho, heirs of Nanneatse Stone, deceased, and it further appearing to the Court that the remaining defendants, and each of them, were duly served with Another Summons in said action according to law; that the said remaining defendants, and each of them, failed within the time allowed by law, or at all, to appear and plead to plaintiff's amended complaint on file herein, and the default of said remaining defendants, and each of them, for thus failing to appear and plead to plaintiff's amended complaint on file herein within the time allowed by law, or at all, was duly and regularly entered.

Evidence was introduced for and on behalf of the plaintiff in support of plaintiff's amended complaint consisting of plaintiff's Exhibits A and B inclusive, and oral evidence was introduced for and on behalf of the defendants. The Court being fully advised in the premises that attorneys' fees were fixed by the Court at \$125.00.

The Court further ordered that the defendant, United States of America on relation and for the use of Elmer Ellsworth and Hucho, heirs of Tahmanzonah Portneuf, deceased, and for the use of Elmer Ellsworth and Hucho, heirs of Charley Portneuf, deceased, and each of them, for the use of Elmer Ellsworth and Hucho, heirs of Nanneatse Stone, deceased, and it further appearing to the Court that the remaining defendants, and each of them, were duly served with Another Summons in said action according to law; that the said remaining defendants, and each of them, failed within the time allowed by law, or at all, to appear and plead to plaintiff's amended complaint on file herein within the time allowed by law, or at all, was duly and regularly entered.

introduced for and on behalf of the defendants. The Court being fully advised in the premises, ordered that Decree according to the prayer of plaintiff's amended complaint be entered, except that attorneys' fees were fixed by the Court at \$125.00.

The Court further ordered that the defendant, United States of America on relation and for the use of Elmer Ellsworth and Hucho, heirs of Tahmanzonah Portneuf, deceased, and on relation and for the use of Elmer Ellsworth and Hucho, heirs of Charley Portneuf, deceased, and on judgment liens against the land above described, subject, however, in all respects to the mortgage of the plaintiff above referred to; and

It appearing to the Court that Findings of Fact and Conclusions of Law have been specifically waived in writing, and it further appearing from the evidence in writing to the satisfaction of the Court:

1. That on the 10th day of July, 1936, the plaintiff herein caused to be filed and recorded in the office of the County Recorder of Bannock County, Idaho, a notice of the pendency of this suit, containing the names of the parties thereto, the object thereof, and also a true and correct description of the lands and premises affected thereby.
2. That there is now due and owing to the plaintiff, Utah Mortgage Loan Corporation, a corporation, from the defendants, the principal sum of \$196.00, together with interest thereon at the rate of 7% per annum from June 14, 1934, until paid, reasonable attorneys' fees and costs of this action;
3. That the terms and conditions of both said note and mortgage, and each of them, have been broken by the defendants; that the plaintiff is entitled to have said mortgage enforced and foreclosed and the lands and premises hereinafter described sold in the manner prescribed by law, and the proceeds arising from said sale applied to and upon the payment of the aggregate amount found due the plaintiff.
4. That each and all of the allegations and averments of plaintiff's amended complaint are true and correct;
5. That the defendant, United States of America on relation and for the use of Elmer Ellsworth and Hucho, heirs of Tahmanzonah Portneuf, deceased, has a judgment against the land above described subject, however, to the plaintiff's mortgage herein ordered foreclosed; that the United States of America on relation and for the use of Elmer Ellsworth and Hucho, heirs of Charley Portneuf, deceased, has a judgment against the defendant, Frank Toston, in the amount of \$115.58, which said judgment is a lien against the land above described subject, however, to the plaintiff's mortgage herein ordered foreclosed; that the United States of America on relation and for the use of Ella Nephi Smart, heir of Nanneatse Stone, deceased, has a judgment against the defendant, Frank Toston, in the amount of \$145.00, which said judgment is a lien against the land above described subject, however, to the plaintiff's mortgage herein ordered foreclosed;

NOW, THEREFORE, on motion of Merrill & Merrill, Attorneys for the plaintiff,

1. That on the 10th day of July, 1936, the plaintiff herein caused to be filed and recorded in the office of the County Recorder of Bannock County, Idaho, a notice of the pending of this suit, containing the names of the parties thereto, the object thereof, and also a true and correct description of the lands and premises affected thereby.
2. That there is now due and owing to the plaintiff, Utah Mortgage Loan Corporation, a corporation, from the defendants, the principal sum of \$196.00, together with interest thereon at the rate of 7% per annum from June 14, 1934, until paid, reasonable attorneys' fees and costs of this action;
3. That the terms and conditions of both said note and mortgage, and each of them, have been broken by the defendants; that the plaintiff is entitled to have said mortgage enforced and foreclosed and the lands and premises hereinafter described sold in the manner prescribed by law, and the proceeds arising from said sale applied to and upon the payment of the aggregate amount found due the plaintiff.
4. That each and all of the allegations and averments of plaintiff's amended complaint are true and correct;

5. That the defendant, United States of America on relation and for the use of Elmer Ellsworth and Hucho, heirs of Tahmanzonah Portneuf, deceased, has a judgment against the land above described subject, in the amount of \$262.91, which said judgment is a lien against the land above described subject, however, to the plaintiff's mortgage herein ordered foreclosed; that the United States of America on relation and for the use of Elmer Ellsworth and Hucho, heirs of Charley Portneuf, deceased, has a judgment against the defendant, Frank Toston, in the amount of \$115.38, which said judgment is a lien against the land above described subject, however, to the plaintiff's mortgage herein ordered foreclosed; that the United States of America on relation and for the use of Ella Nephi Smart, heir of Nanneatse Stone, deceased, has a judgment against the defendant, Frank Toston, in the amount of \$145.00, which said judgment is a lien against the land above described subject, however, to the plaintiff's mortgage herein ordered foreclosed;

NOW, THEREFORE, on motion of Merrill & Merrill, Attorneys for the plaintiff, IT IS ORDERED, ADJUDGED AND DECREED that Utah Mortgage Loan Corporation, a corporation, do have and recover of and from the defendants, the principal sum of \$196.00, together with interest thereon at the rate of 7% per annum from June 14, 1934, to date hereof, amounting to \$34.61; the sum of \$125.00, adjudged by this Court to be reasonable attorneys' fees, and the sum of \$17.40, costs of this action, all of which said sums aggregate \$373.01.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant, United States of relation and for the use of Elmer Ellsworth and Hucho, heirs of Tahmanzonah deceased, has a judgment against the defendant, Frank Toston, in the amount of which said judgment is a lien against the land above described, but is in all respects and inferior to the mortgage lien of the plaintiff herein ordered foreclosed, the ant having, however, the right to redeem the land herein described from the sale by within the statutory redemption period;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant, United States of relation and for the use of Elmer Ellsworth and Hucho, heirs of Charley Portneuf, as a judgment against the defendant, Frank Toston, in the amount of \$113.38, which it is a lien against the land above described, but is in all respects subject to r to the mortgage lien of the plaintiff herein ordered foreclosed, the said defend- however, the right to redeem the land herein described from the sale by the ain the statutory redemption period;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant, United States of relation and for the use of Ella Nephi Smart, heir of Nanneatse Stone, deceased, ent against the defendant, Frank Toston, in the amount of \$145.00 which said judg- lien against the land above described, but is in all respects subject to and infer- mortgage lien of the plaintiff herein ordered foreclosed, the said defendant, hav- r, the right to redeem the land herein described from the sale by the Sheriff with- utory redemption period;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all and singular the mortgaged ntioned in said complaint and hereinafter described, or so much thereof, as may be to raise the amount due the plaintiff for moneys due as aforesaid, together with sts and expenses of sale and which may be sold separately without material injury ies interested, be sold at public auction by the Sheriff of the County of Bannock, alp, in the manner prescribed by law and according to the course and practice of that the sheriff, after the time allowed by law for redemption has expired, exe- to the purchaser or purchasers of the mortgaged premises sold at said sale; that , out of the proceeds of said sale, retain his fees and disbursements on said sale, the plaintiff or its attorneys out of said proceeds the aggregate sum of \$373.01, esaid, together with interest thereon at the rate of six per cent per annum from this decree, or so much thereof as the said proceeds of said sale will pay of the

that the defendants and all persons claimant or to claim from or under them, or any d all persons having liens subsequent to said mortgage, and their heirs and person- itatives, and all persons claiming to have acquired any estate or interest in said bsequent to the filing of the notice of the pendency of this action with the re- aforesaid, be forever barred and foreclosed of and from all equity of redemption f, in and to said mortgaged premises and every part and parcel thereof, from and delivery of the sheriff's deed.

atives, and all persons claiming to have acquired any estate or interest subsequent to the filing of the notice of the pendency of this action with the re-aforesaid, be forever barred and foreclosed of and from all equity of redemption of, in and to said mortgaged premises and every part and parcel thereof, from and delivery of the sheriff's deed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the purchaser or purchasers of such premises at such sale be let into possession thereof, and any person who, since the date of this action has come into possession under them, or either of them, deliver thereof to such purchaser or purchasers on production of the sheriff's deed for fees, or any part thereof, and that in case said purchaser be refused possession, a writ of assistance issue without further notice, requiring the said sheriff of the County of Idaho to place and maintain the said purchaser in the quiet and peaceable possession of the premises purchased by him, and the whole thereof.

The lands and premises directed to be sold by this decree are situated in Bannock County, Idaho, and particularly described as follows, to wit:

The Southwest quarter of the Northeast quarter; the East Half of the Northwest quarter; the North Half of the Southwest quarter and the Northwest quarter of the southeast quarter of Section 15, Township 8 South of Range 36 East of the Boise Meridian, containing 240 acres;

Together with any and all water, water rights, irrigating ditches, aqueducts, canals, appropriations, franchises, and privileges owned by said parties of the first part or either of them, or belonging to or with, leading to, connected with or usually had and enjoyed in connection with the said premises or any part or parcel thereof and especially including a right to the use of water from Fort Hall Government Irrigation Project sufficient in quantity to properly and permanently irrigate the lands above described, together with all ditch and lateral rights appurtenant thereto, and also including all that right to the waters of Marsh and Walker Creeks and all the right, title and interest of the mortgagor in and to the waters from said creeks;

Together with the tenements, hereditaments and appurtenances and any and all water rights and irrigating ditches thereto belonging or in anywise appertaining;

Subject to a first and prior mortgage in the amount of \$2800.00.

DATED this 22nd day of December, 1936.

Isaac McDougall
District Judge

CLERK & RECORDER
COUNTY OF IDAHO

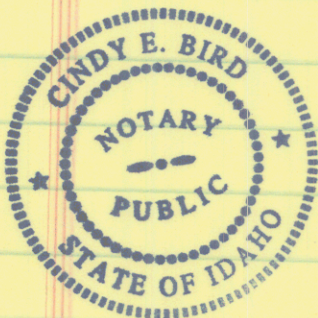
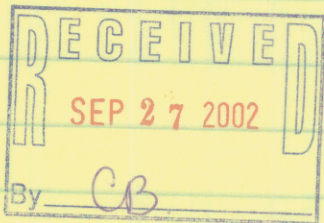
Sept. 18, 2002

To whom it may concern:

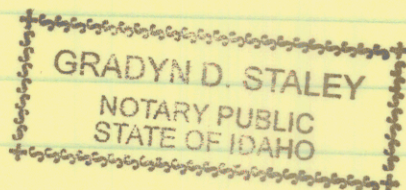
My husband, Keith Henrichs farmed for Dr. Newton on land that is now owned by Curtis & Jolleana Deann. It took Keith many lunches while he was working and remember the irrigation of water from Marsh Creek & Walker Creek being used on said property. This started in 1965 through the time that the ranch was sold to and sub-divided by Don Hammond. Marsh Creek water was also used to irrigate Upt of Marsh Creek.

Josephine V. Henrichs
Josephine V. Henrichs

On 9-18-02 Josephine V. Henrichs appeared before me and signed the document above.



Signed 9/27/02
Cindy E. Bird
Exp. May 1, 2007



My Commission expires
10-17-07

September 24, 2002

To: State of Idaho
Department of Water Resources

Re: JoDeana and Curtis Dunn property

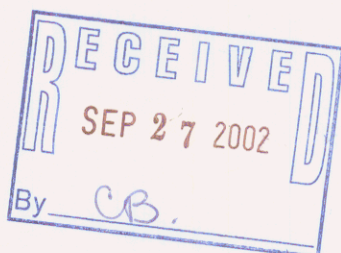
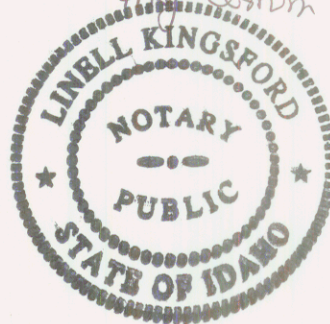
I certify that I have knowledge of the aforementioned property since about 1972. At such time I moved to Inkom and lived in the "Old Doc Newton" home. I was employed by Keith Henrichs hauling hay, making fence and irrigating his pasture from both Walker Creek and Marsh Creek.

I remember and used the flood gate/dam system that Keith used to flood his pastures from Walker Creek and also the flood system he used to divert and move water from Marsh Creek.

I know also that these water diversion systems have been maintained through the years and continue to be used by Curtis and JoDeana Dunn.


John Patrick Ammon
494 North Marsh Creek / P.O. Box 484
Inkom, Idaho 83245


My comm 6-17-06



September 12, 2002

To whom it May Concern:

I Margaret A. Whitworth and my late husband Marvin D. Whitworth leased and lived on property owned by Dr. D. N. Newton from the late 1950's into the early 1960's. The property is located at the bottom of Walker Creek Road and Marsh Creek Road.

We raised hay, cattle, sheep, and grain on this property.

The water from Walker Creek was diverted into ditches to flood irrigate property.

Marsh Creek was also used to irrigate this property. There was a dam placed in Marsh Creek located east of the Ranch House. This dam was used to, flood, irrigate the meadows. A pump was placed south of the dam, and water was pumped to the high ground from Marsh Creek into the ditches for flood irrigation.

Margaret Whitworth
Margaret A. Whitworth

State of Idaho
County of Bannock

Subscribed and sworn before me this 13 day of Sept., 2002
by Margaret A. Whitworth

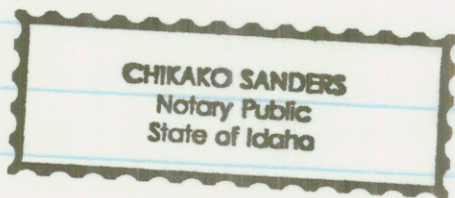
Dianna Hester
Notary Public
My Commission Expires:



Sept 9, 02

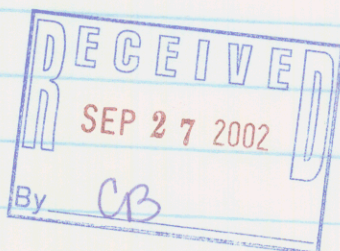
I know That Walker Creek Water was used on The land north of The creek. My dad had a field of potatoes on The north side of The creek that he watered, and That was The only water there was. He also took water out of Marsh Creek to water a large wild hay meadow between Marsh creek and The lava rocks. This had to be 1930 or 31 because he bought a new Model A Ford Truck

James F. Toston 9.10.02



Chikako Sanders

My Commission Expires 10/06/06





State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, ID 83402-1718 • Phone: (208) 525-7161 FAX: (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

June 28, 2002

CURTIS DUNN
PO BOX 7
INKOM ID 83245

RE: EVIDENCE OF PRIORITY FOR CURTIS DUNN

Dear Claimant (s):

The Idaho Department of Water Resources is nearing the end of water rights review in Basin 29. The Notice(s) of Claim identified with the number shown above has been filed in the Snake River Basin Adjudication (SRBA). The Notice of Claim indicates water usage is based on "Beneficial Use". Water rights of this type are established by the historical use of water, dating back to when water was first used for the purpose claimed, at or on the place of use identified on the Claim. The date the water was first put to beneficial use, known as the priority date, has not been confirmed by License, Decree, or Permit. For this reason, proof must be provided supporting the priority date. As the claimant, you are responsible for submitting the necessary proof to support the priority date.

It is important that each element of the Notice of Claim be verified. For instance, regarding claims for irrigation, the evidence should tend to show that diversion works were in place, that they were capable of diverting the claimed diversion rate, and that the diverted water was beneficially used on the entire claimed place of use on or before the claimed priority date.

For your reference, I have provided a printout of your Notice of Claim and the pamphlet entitled "Evidence of Priority". The pamphlet describes the types of evidence required and suggests which documents will fulfill this requirement. While I encourage you to read the entire pamphlet, I direct your attention to the two sections entitled "What Kind of Evidence is Required" and "Some Examples of Documents Which May Be Evidence of the Priority Date".

It is our goal to recommend historical water rights within the Snake River Basin as accurately as possible. Field exams to verify other elements of the Notice of Claim have been or soon will be conducted by Department personnel.

.....
The Department will not recommend the Notice of Claim be decreed by the court if
evidence of a priority date is not submitted. The Notice of Claim will be disallowed.
.....

Please submit the documentation supporting the priority date within 30 days of the date of this letter, referencing all documents with the corresponding Claim number. If you have any questions not covered by this letter or the enclosed pamphlet, please feel free to contact our Soda Springs office: Cindy Bird, 15 W Center St., Soda Springs, ID 83276 (208) 547-3993.

Respectfully submitted,

Jennifer Crabtree

For Cindy Bird
Sr. Water Resource Agent
Adjudication Bureau

cc: File

Enclosure: Brochure on "Evidence of Priority"
Notice of Claim 29-04101A, 29-04103, and 29-10014