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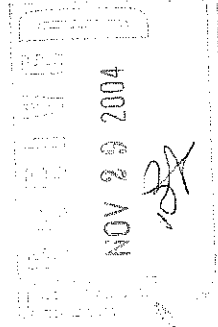
ov. 23-04

Department of Water Resources
Soda Springs Idaho.

We would like these documents and
information to supplement the record in
the file of the Bluebird Ranch LLC.

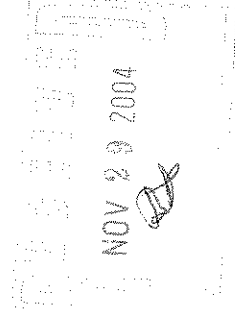
Claim No 39574

Sincerely
Lesla Roberts manager



January 17, 1995

Bingham County
Water Resources Board:



To Whom it May Concern;

My Uncle Willis H. Higley and my Father
E. Lihue C. Higley took possession of land
upon the Blackfoot River, in Bingham Co.

I am enclosing a copy of a Newspaper
Clipping telling of ^{my} Uncle & Willie Higley's
life upon the Blackfoot River.

He tells of the ditch he & my Father
dug with shovels. The ditch was approx 3 mile
long. This was done to get water to their
property.

I was born at Presto, Bingham County, Idaho
in Nov 1912. I spent time on the afore-
mentioned property, during three Summers.
My Father & Mother spent time there.

I remember my Father taking me with
him to work on, & clean the ditch! He also
took me fishing there. We fished in the Blackfoot
River.

The Indian Reservation was just across
the River. Three of the Indians came over
and ate dinner with us. I was scared of
them and cried. They laughed at me.

My Mother Mary J. (Jeeples) Higley
died in April 1917.

One year later Father brought my sister
& I to his older sister Harriet (Higley) Hutchinson.

Who lived in Indian Valley (Adams County)
Idaho.

That is where I grew up.
I was always interested in the Ranch
on the Blackfoot River. Dad talked about
it often. My first trip back to Prato
was in 1924

I remember asking about the Ranch, the
Ditch and the Water Situation, on several
occasions through the years.

Yes I was quite young, but I sure do
remember my Father's working on that Ditch.

Sincerely

Ewert J. Higley
3328 N.W. 2nd Ave.

New Plymouth, Idaho 83655
Phone 1(208) 278-5529

Ewert J. Higley

State of Idaho ss.
County of Layette
On the 19th day of January, 1995, before me
came Ewert J. Higley, known to be the
individual described in and who executed the foregoing instu-
ment and acknowledged that he executed the same.

Notary Public

F-29-97

142323

THIS INDENTURE, made this 1st day of August, 1968,
between JOHN SHARP and MATTIE G. SHARP, /husband and wife
aka Martha G. Sharp
of Preston, County of Franklin, State of Idaho
the parties of the first part and MALVERN L. WALLACE and MALVERN S. WALLACE, A
PARTNERSHIP

County of Bingham, 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
One and no/100 Dollars
lawful money of the United States of America and other valuable consideration
to them in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged,
have granted, bargained, sold, and by these presents, do grant, bargain, sell and convey and confirm unto
the said parties of the second part, and to their heirs and assigns, forever, all the following described
real estate, situated in
State of Idaho, to-wit:

TOWNSHIP 4 SOUTH, RANGE 39 EAST OF THE BOISE MERIDIAN

Section 24: E $\frac{1}{2}$

Section 25: E $\frac{1}{2}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$

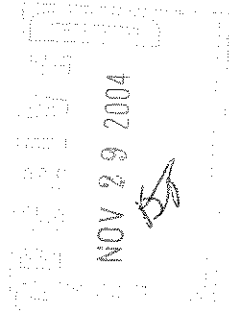
Section 36: W $\frac{1}{2}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ NW $\frac{1}{4}$

TOWNSHIP 4 SOUTH, RANGE 40, EAST OF THE BOISE MERIDIAN

Section 19: Lots 3 & 4; E $\frac{1}{2}$ SW $\frac{1}{4}$

Section 30: All

Subject to prior Mineral Reservations however evidenced.



TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, and 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 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

This Indenture, Made the 10th day of March, in the year of our Lord one thousand nine hundred and nineteen, between

Elihu C. Higley, a widower,

of the County of Bingham and State of Idaho, the part y of the first part, and

B. D. Hansen and H. A. Hansen,

of the County of Bingham and State of Idaho, the part ies of the second part,

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

Two Thousand and no/100

DOLLARS,

lawful money of the United States of America, to him in hand paid by the said part ies of the second part, the receipt whereof is hereby acknowledged

do es by these presents grant, sell, bargain and convey and confirm unto the said part ies of the second part, and to their 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 southeast quarter of the southwest quarter of section twenty five (25) and the northeast quarter of the northwest quarter and the west half of the northeast quarter of section thirty-six (36), in township four (4) south, of range thirty nine (39) east of the Boise Meridian, Idaho, containing 160 acres, according to government survey,

Together with all ditch and water rights thereto belonging or in anywise appertaining.

\$2.00 I. R. S. 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 thereto incident, unto the said part ies of the second part, and to their heirs and assigns forever, and the said part y of the first part, and his heirs, and the said premises in a quiet and peaceable possession of the said part ies of the second part, their heirs and assigns, against the said part y of the first part and his 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 part y of the first part has hereunto set his hand - and seal - , the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Geo. F. Gagon

Elihu C. Higley

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF IDAHO,

County of Bingham

} ss.

I DO HEREBY CERTIFY, That on this

10th

day of

March, a

Notary Public. in the year of 19 19, before me,

Geo. F. Gagon

Elihu C. Higley.

in and for said County and State, personally appeared

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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Blackfoot, Idaho

(SEAL) the day and year

first above written.

Geo. F. Gagon

Notary Public.

(SEAL) My commission expires

December 13, 1919.

Residing at Blackfoot, Idaho.

Recorded at the request of

H. A. Hansen Mar 10, 1919 at 11:55 A. M.

Recorder's Fees, \$

By

F. M. Fisher,

Recorder.

Deputy Recorder.

Wednesday, April 27, 1960

Presto Man Looks Back To Oxen, Wagon Days

By Mrs. Daphne Jennett
Staff Correspondent
BLACKFOOT, April 27 — After spending nearly three quarters of a century in the Gem State and almost 60 years in the water-shed area of the Blackfoot River, 84-year old Willis D. Higley of Lower Presto can look back to change on change.

He is one of the few old timers who can remember the oxen as work animals, and the long mule trains that used to tromp their dusty way across the Snake River desert. He has used wagons, buckboards, buggies and cars as means of transportation and has seen the "hot rod" challenge the bucking bronco for thrills. He has watched as the horse-drawn machinery was almost entirely replaced by motor driven equipment on the farm and vehicles run the saddle pony a close second at round-up time.

He has seen children trudge their way through wind and weather to the old school house, weighed down with heavy clothing against the cold, compared to today's youngsters, picked up by huge heated buses and taken to ultra-modern air conditioned buildings.

Is it better? Higley thinks that is a hard question to answer. It is certainly easier. But the old days had a lot to offer. And he looks back with more than a little nostalgia.

First Pony

Born in Erda, Tootle County, Utah, April 1880, Higley remembers that he was just six when he got his first pair of boots. Someone had given him a pony. It was a good pony, too, but his mother wouldn't have it on the place after it had thrown a sister who tried to ride it. He smiles now, when he remembers how disappointed he was, and how much better he felt when he "traded" it for some overalls and a real pair of boots.

He thinks he was about eight when the family moved to Idaho and settled down in the Ratt River country. It was there that Willis and his brothers broke two oxen to work.

Higley thinks it must have been about 60 years ago that he came to Presto. His brothers, Charlie and Elihu, were with him and they stayed overnight at the stage station at Kimball, run by a man named Heaton.

First Cattle

Charlie didn't stay long, but Elihu did. He and Willis, as Higley is affectionately called by young and old, worked together as partners for a good many years. They worked and saved until they could buy 14 head of cattle; built up the herd until they had 50; then they mortgaged them to buy more.

Those first cattle were good, big stock, half Durham, half Hereford. Even the bull was a half and half. He remembers that it weighed out at 2,900 pounds when it was sold.

The Higley brothers ran their stock up on the Upper Blackfoot River. They "squatted" on a piece of land just a few miles below where the government reservoir is now. They built a willow house to live in until logs could be got out to build a better one, and they dug three miles of ditch with only a shovel, to get water onto the hay.

Long Winter

It was a long way from the mountain place to the valley, so when they had the hay the cattle would be wintered right there. One winter, Higley remembers, Elihu stayed at the ranch they had rented in Presto, while he stayed with the cattle. He saw only two people during the winter, from November till the middle of April. A man came over from Chesterfield on Christmas day and brought the mail. He stayed all night, then Elihu came up about the middle of March and stayed all night. That was a long winter.

Willis used to cook for the round-up crew when they gathered the cattle in the fall. One year he fed 50 men and two women. That was when Bob Eldridge brought his wife and baby with a girl to take care of the baby while Mrs. Eldridge helped with the cattle.

One morning after the rest were



Willis D. Higley

gone and Willis was clearing up after breakfast, the baby woke up crying, but the sitter didn't. He couldn't wake her by calling, so he shot a squirrel out by the tent. That woke her up.

It is a long time ago, but Higley remembers how hard the Presto school house, now torn down and hauled away.

At that time the social life of the community centered around the school house.

One evening it was a basket social. He was there carrying Carrie Hansen's basket proudly. Everything went along fine, with the men gayly "swinging their partners" until it was time to auction off the baskets.

Now, every one knew Carrie had come with Willis, and that it was more or less his privilege to buy her basket. However a hopeful cowboy, almost as determined as Willis himself, bid against him, again and again. When it was finally settled with the stubborn cowboy definitely out-bid, Higley said, he had to dig down in his pocket for \$20.

married they rented the Drew place, but when Ralph was just a few months old they bought the farm at Lower Presto where they live now.

There was a two room log house on it. Elihu and his wife lived in one room and Willis and Carrie in the other, with tents put up on the yard to take care of the overflow. Later they built a frame house close by and Elihu and his family moved into that. Later Willis and family moved into the frame house. It has been home to them ever since.

Never Empty

However, the little log house has never been empty. It has been in continuous use since the Higleys bought it in 1916. They aren't sure just how old it is, but know it had been built several years before that.

One of the younger boys, Dave, his wife Marie and their four boys live there now, while Dave runs the farm, and the little house is the same hive of industry that it has always been.

It has acquired an additional frame room and the usual modern conveniences, plus a house-to-house telephone so that the young folks can keep easy track of the older Higley's needs. But, to see it is like going back into another era when life was not so complicated.

Yes! Willis Higley will agree, life has changed. But for the better or the worse . . . who is wise enough to say?

NOV 20 2004

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 there is, therefore, granted by the United States unto the said Claimant the tract of to

above described:

TO HAVE AND TO HOLD THE SAID TRACT OF LAND, with the appurtenances thereof, unto the said Claimant and to the heirs and assigns of the said Claimant 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

be recognized and acknowledged by the local customs, laws and decisions of Courts, and there is reserved from the lands hereing, also, to the United States all the phosphate in the lands so patented, and to it, or granted a right of way thereon for ditches or canals constructed by the authority of the United States. Excepting and reserving, also, to the United States all the phosphate in the lands so patented, and to it, or persons authorized by it, the right to prospect for, mine, and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitations of

Act of July 17, 1914. (38 Stat., 509)

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

to be hereunto affixed.

Given under my hand, at the City of Washington, the Twenty-first

NINE

in the year of our Lord one thousand and of the Independence of the United States

Sixteen

hundred and

the one hundred and Fortieth

BY THE PRESIDENT:

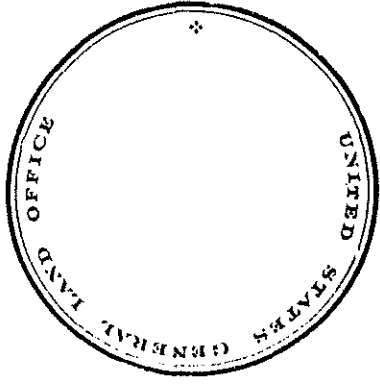
Woodrow Wilson

By M. P. LeRoy

Secy

L. Q. C. Lamar Recorder of the General Land

Recorded Patent Number 514861



Recorded at the request of Elihu Higley, March 10, 1916, at 4:20
XXXXXXXXXXXXXXXXXXXX
G. H. Holbrook

Read These Instructions Carefully Before Making Out Assignment

This form is to be filled out IN DUPLICATE, signed by lessee AND WIFE, if any; if lessee is unmarried, state clearly marital status: i.e., "a single man," "a single woman," "widow," etc. If lessee is a company authorized officials must sign; if a corporation, President and Secretary must sign; if a partnership, both partners and wives must sign. Assignee and wife, or duly authorized persons, if assignee is other than an individual, must sign the "Acceptance and Assumption." All signatures must have acknowledgement of Notary Public in the spaces provided. Any agreement regarding transfer of improvements may be written into the blank space preceding signatures of lessees. Any number of leases belonging to the same lessee may be included in one assignment. Both copies of assignment must be mailed or delivered to the State Land Department, Boise, Idaho, with the original lease or leases together with a fee of \$2.00 for each lease involved. When the assignment has been recorded, the copy will be retained in the Land Department office and the original, together with the lease, will be forwarded to assignee.

Assignment of STATE OF IDAHO State Land Lease

For and in consideration of Twelve & NO/100--- Dollars, to us in hand paid, the receipt of which is hereby acknowledged, we hereby sell, assign and transfer unto M. L. Wallace & Mary M. Wallace of
Route 1, Firth, Idaho (City), State of Idaho, all our right, title and interest in and to State of Idaho Lease No. 3844-75 so far as the same relates to the following lands only:

We hereby swear and affirm that the consideration stated herein is the full and complete amount of consideration paid by the assignees to the assignors, and no additional payment has been or will be made.

Witness our hands this _____ day of _____, 196_____.

Assignor

Assignor

STATE OF IDAHO } ss.
COUNTY OF _____

On this _____ day of _____, in the year 19_____, before me, a Notary Public in and for said State, personally appeared _____

known to me to be the lessee _____ that executed the within instrument, and acknowledged to me that _____ he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

Notary Public for Idaho,

Residing at _____, Idaho

Acceptance and Assumption

The undersigned assignee above named assumes and accepts the obligations and conditions of the above described State Land Lease and separately covenants with the State of Idaho that he will abide thereby during tenure. Further, we do hereby swear and affirm that the sum of Twelve & NO/100--- Dollars is the full and complete amount of consideration paid by us to the assignors herein, and no additional payment has been or will be made.

Witness our hands this 30th day of September, 1966

Assignee

Assignee

STATE OF IDAHO } ss.
COUNTY OF Bonneville

On this 30th day of September, in the year 1966, before me, a Notary Public in and for said State, personally appeared M. L. Wallace & Mary M. Wallace, husband & wife,

known to be the assignee that executed the within instrument, and acknowledged to me that he executed the same.