

Nov. 23-2004

Dear Cindy Bird:

Here is more information on my claim no - 27-12040

The patent shows the original Skyles ranch included part of Claude Creek where we irrigate:

We have taken Clyde Litchel to a notary & redone his statement.

We have found other papers which we have enclosed I hope will help.

We are asking you to consider other information we've submitted previously for claims of the Bluebird Ranch, Poppy Barnes & Teola Roberts with this one as they are all connected.

Thank you
Joe Brantley
153 N. 400 W.

Blackfoot, Id. 83221

NOV 29 2004
153

November 5-2004

Hayes used the water from Church Creek to water the meadows and the area around the hill.

They raised a little hay and pasture with it. The first year I remember siding up those was in 1917. I was just a kid.

I started siding for myself in 1927 and continued siding ^{ten 1930s} that area until ~~1930s~~ or ~~some~~ years ago.

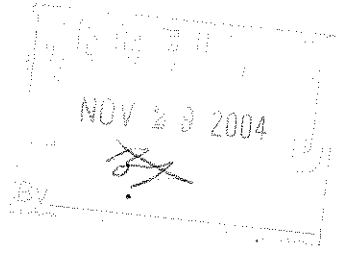
The waterwheel was located in the same location as the bridge is now. They used the water in the river with the waterwheel.

In 95 years old now.

This statement was written by Reggy Barnes as told to me by Clyde Furtschell.

11-5-04

Clyde Furtschell



January 17, 1995

Bingham County
Water Resources Board:

To Whom It May Concern:

My Uncle Willis D. Higley and my Father E. Elmer 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 Willis Higley's life upon the Blackfoot River.

He tells of the ditch he & my Father dug with shovels. The ditch was approx 3 miles 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 aforementioned 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 working on that Ditch.

Sincerely

Evert J. Higley

3328 N.W. 2nd Ave.

New Plymouth, Idaho 83655

Phone 1(208) 278-5529

Evert J. Higley

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

Notary Public

F-24-97

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-foot 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, weighted 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, Tooele 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 Raft 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 out in 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?

No 18613

G. PRIMER & SONS, POCATELLO

THE UNITED STATES OF AMERICA

Blackfoot012216

To All to Whom These Presents Shall Come—GREETING:

WHEREAS, A certificate of the Register of the Land Office at Blackfoot, Idaho has been deposited in the General Land Office whereby it appears that, pursuant to the Act of Congress of May 20, 1862, 'Secure Homesteads to Actual Settlers on the Public Domain,' and the acts supplemental thereto, the claim of

Elihu C. Higley

has been established and duly consummated, in conformity to law, for the

southeast quarter of the southwest quarter of Section twenty-five and the
northeast quarter of the northwest quarter and the west half of the northeast
quarter of Section thirty-six in Township four south of Range thirty-nine
east of the Boise Meridian, Idaho, containing one hundred sixty acres,

T4S, R39E
25 SESW
36 NENE
36 W1/2 NE

160 ac

over

NOV 29 2004

This Adventure, 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 party of the first part, and

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

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

WITNESSETH, That the said party 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 parties 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 parties 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:

T4 S. R. 39 E
25, SE SW
36, NE NW
36, W 1/2 NE

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 parties of the second part, and to their heirs and assigns forever, and the said party of the first part, and his heirs, and the said premises in a quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against the said party 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 party 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, } ss.
County of Bingham

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.

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

the day and year

(SEAL) My commission expires

December 15, 1919.

Notary Public for the State of Idaho.

Geo. F. Gagon

Residing at Blackfoot, Idaho.

Notary Public.

Recorded at the request of

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

Recorder's Fees, \$

By

Margaret Ford

M. M. Fisher,

Recorder.

Deputy Recorder.

THIS INDENTURE, made this 1st day of August, 19 68,
 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.

NOV 29 2004

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belong-
 ing 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

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

COUNTY OF _____

ss.

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

COUNTY OF Bonneville

ss.

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 y. executed the same.

QUIT CLAIM DEED

THIS INDENTURE made this 9th day of January 2002 in the year of our Lord two thousand and two between MILTON DON BERGEVIN and LEORA MARY BERGEVIN, husband and wife, of 142 North 740 West, Blackfoot, County of Bingham, State of Idaho, the party of the first part, and CARRIE McLACHLAN, of Sylva, North Carolina, JOE BRANTZEG of Blackfoot, Idaho and FRANK BRANTZEG of Payson, Utah, collectively, party of the second part, the mailing address for taxing purposes shall be Joe Brantzeg of 153 North 400 West, Blackfoot, Idaho 83221.

WITNESSETH that the said party of the first part, for value received does by these presents remise, release and forever QUITCLAIM, unto the said party of the second part, and to their heirs and assigns all their certain lots, pieces, or parcels of land, situate, lying and being in Blackfoot, County of Bingham, State of Idaho, bounded and particularly described as follows, to-wit:

The following described premises, in Bingham County, Idaho, to-wit:

Beginning at a point 250 feet South of the Northeast corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 36, Township 4 South, Range 39, East of the Boise Meridian, running thence West 500 feet, thence South 250 feet, thence East 500 feet, thence North 250 feet to the point of beginning.

Subject to taxes and assessments, easements and rights-of-ways, building and zoning ordinances and use regulations and restrictions, and any encumbrance suffered, assumed, or occasioned by the Grantees

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.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the party of the second part, and to their heirs and assigns forever.

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

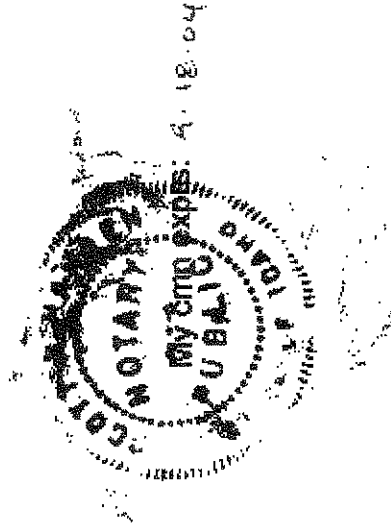
Milton Donald Bergevin
MILTON DON BERGEVIN

Leora Mary Bergevin
LEORA MARY BERGEVIN

STATE OF IDAHO)
) ss.
County of Bingham)

On this 9th day of January 2002, before me, the undersigned, a notary public in and for said state, personally appeared MILTON DON BERGEVIN and LEORA MARY BERGEVIN, 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.



Sara H. Hefner
Notary Public for State of Idaho
Residing at Blackfoot

50796

REC'D - IDAHO
FEE 16.00 DLP DP
2002 JAN 11 PM 3:50
RECORDED AT THE REQUEST OF
Joe Branitzeg
163 N. 400 W
Blft. ID