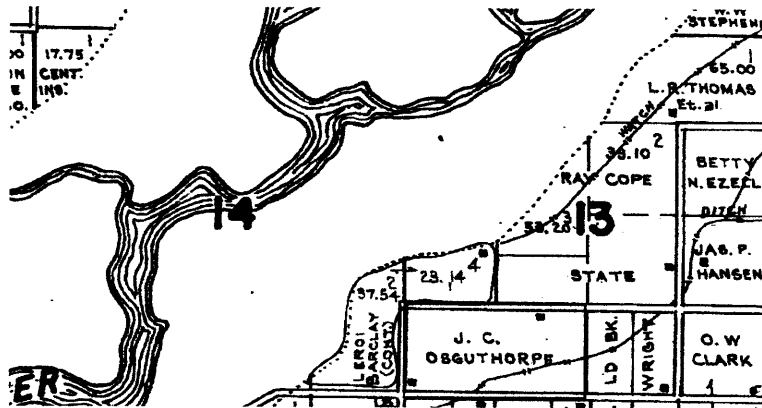


Lot 2 Sec. 14 TS 3 Range 34 E & Lot 4 Sec 13 TS 3 Range 34 E – A. Whitten 50"

Original Distribution of 50" of 1 June 1885 Decree from A. Whitten

Note: JC Osguthorpe at one time owned both of the identified properties. I'm not sure whether he made any redistribution of this water. Robert Hoskins deed mentions 24 inches of decreed water and 6/7 share of Blackfoot Irrigation. Based on the 21.5" and the 42.857" of Blackfoot Irrigation this 60.68 acres would have 64.357" of water. When JC Osguthorpe acquired the 80 acres of land (1 March 1937) – S ½ of SW ¼ of Section 13, the deed only mentions 1 1/7 shares of Blackfoot Irrigation and no mention of the 28.5" of decreed water. However, based on the 28.5" and the 57.143" of Blackfoot Irrigation this 80 acres would have 85.643" of water.



- ☐ 28.5 inches of 1 June 1885 – LaVerelle Stecklein
- ☐ 21.5 inches of 1 June 1885 – Robert Hoskins

ORIGINAL

SEP 27 2004

Nola Stewart, Widow of John I Stewart to Alice Mitchell
11 December 1922 – Remaining 28.5" of 50" of June 1, 1885 decree.

533

BOOK No. 44

1999

$\frac{1}{2}$ SW S13 S23 NE
 1 1/2 shares Plankton
 Irrigation
 0.57 c/s (28.5")
 6-1-1885

Lot 2 Sec. 14 TS 3 Range 34 E & Lot 4 Sec 13 TS 3 Range 34 E - A. Whitten 50"

A Whitten to BJ Stewart - 50" of June 1, 1885 decree (see pages 8 & 11 for total)
23 August 1933 Record at request of JL Robertson

DEED RECORD, BINGHAM COUNTY

No. 110-5

QUITCLAIM DEED

Book No. 55

THIS INDENTURE, Made the 23rd day of August in the year of our Lord one thousand nine hundred and thirty-three between A. Whitten, a widower of the County of Blaine, and State of Idaho, the party of the first part, and B. J. Stewart, of the County of Bingham, and the State of Idaho, the party of the second part, WITNESSETH, That the said party of the first part, for and in consideration of the sum of One DOLLAR, lawful money of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby these presents demise, release and forever quit-claim unto the said party of the second part, and to his heirs and assigns, all the certain water right water right of the County of Bingham, and State of Idaho, and bounded and particularly described as follows, to-wit:

Fifty inches of water of the Blackfoot River, of that certain water right of 1000 inches of date of priority of June 1, 1905, decreed to A. Whitten and Susan E. Whitten his wife, August 1, 1931, in that certain water decree as recorded in Judgment Book 1 at pages 107 to 110 of the records of Bingham County, Idaho.

(This deed is executed, acknowledged and delivered to subsequent grantees in lieu of a certain deed of conveyance of said water right to the first party to the said party of the second part with date of execution prior to May 3, 1910, in which the said B. J. Stewart was grantee, which said deed was duly delivered to the said B. J. Stewart by the grantor herein at a meeting prior to May 3, 1910, but which said deed has been misplaced or lost, and the same has never been placed of record, and by reason thereof this deed is executed by the grantor to establish conveyance of said described water right.)

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the revenues and emoluments, rents, issues and profits thereof.

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

JOHN W. JONES

A. WHITTEN (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF IDAHO)
COUNTY OF BINGHAM

I DO HEREBY CERTIFY, that on this 5th day of September, in the year 1933, before me John W. Jones, a Notary Public, commissioned in and for the State of Idaho, personally appeared A. Whitten, a widower, 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 official seal at Blackfoot, in Bingham County, Idaho, the day and year first above written.

John W. Jones, Notary Public for the State of Idaho, my commission expires July 17, 1937. (SEAL)

**BJ Stewart to JI Stewart – 50" June 1, 1885 decree
3 May 1919**

WARRANTY DEED

Book No. 37

1. Defs. (50")
priority, 6-1-1995

Together with all and singular the tenements, hereditaments and appurtenances thereto, belonging to, in, upon, under, over, and about the same, and the rents, issues and profits thereof.

[illegible]

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office, at the City of New York, this 10th day of June, 1964.

Signed, Sealed and Delivered in Presence of

John W. Jones (1953)

(12)

(S) 1

2000

Lot 2 Sec. 14 TS 3 Range 34 E & Lot 4 Sec 13 TS 3 Range 34 E - A. Whitten 50"

John I Stewart to Joseph L Robertson - 21.5" of decreed water
5 Feb 1921

411

WARRANTY DEED

No. 1475

Book No. 41

THIS INDENTURE, Made the 5th day of February in the year of our Lord one thousand nine hundred and Twenty one, between John I. Stewart, and Hols Stewart, his wife,

of the County of Blingham and State of Idaho, the part one of the first part, and Joseph L. Robertson,

of the County of Blingham and State of Idaho, the part y of the second part.

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

Six Thousand, Two Hundred Eighty Five and 18/100 ----- DOLLARS,

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

do by these presents grant, sell, bargain and convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all the certain lot, place or parcel of land situate, lying and being in the County of Blingham and State of Idaho, and bounded and described as follows, to-wit:

Lot Four (4) Section Thirteen (13) and Lot Two of Section Fourteen (14), in Township Three (3) South Range Thirty four (34) East of Boise Meridian, containing 60.68 acres more or less, together with 6/7 of a share of the capital stock of the Blackfoot Irrigation Company, and the East Branch of the Blackfoot Irrigation Company, and 2 1/2 inches of the decreed water right in the Blackfoot River.

This deed is made subject to a certain Mortgage from John I. Stewart and Hols Stewart his wife to the Idaho Irrigated Lands Company, a Corporation for the sum of \$2500.00. Dated March 24, 1920. Recorded in Book 46 of Mortgages at page 283 records of Blingham County, Idaho., which said mortgage the second party herein assumes and agrees to pay.

\$4.00 I. R. S. attached and cancelled.

Together with all and singular the tenements, hereditaments and appurtenances thereto 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 part one of the first part, and their heirs and assigns, against the said part one of the first part and their heirs and assigns, against all and every person and persons whatsoever, lawfully claiming or to claim the same, shall and well warrant and by these presents forever defend.

IN WITNESS WHEREOF, The said part one of the first part has hereunto set their hand and seal on the day and year first above written.

Witness, sealed and delivered in the presence of

J. D. Kelly, Seal

Notary Public, Olmsted Co., Minn.

My Commission expires Nov. 26, 1927.

John I. Stewart, [SEAL]

Hols Stewart, [SEAL]

[SEAL]

[SEAL]

STATE OF IDAHO,

County of Blingham

JOSEPH L. ROBERTSON, Notary Public, State of Idaho, do hereby certify that the foregoing is a true and correct copy of the original of the within and foregoing instrument, as the same appears from the records of the County of Blingham, State of Idaho.

Lot 4 S13

Lot 2 S14

T3S R34E

47 shares in
Blackfoot Irrigation

2 1/2 inches of
decreed water.

Lot 2 Sec. 14 TS 3 Range 34 E & Lot 4 Sec 13 TS 3 Range 34 E - A. Whitten 50"

JL Robertson to Federal Farm Mortgage (Sheet 2)

28 July 1937

408

Ditch Company, represented by Certificate #7.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, all and singular the said premises unto the said Federal Farm Mortgage Corporation, its successors and assigns forever.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal the day and year in this first above written.

Ira Corey,
Sheriff of Bingham County, State of Idaho

STATE OF IDAHO ss.
COUNTY OF BINGHAM

On this 20th day of August, in the year 1937 before me, Earl W. Cory, personally appeared, Ira Corey Sheriff of Bingham County, State of Idaho, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he, as such Sheriff, executed the same.

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

SEAL

Earl W. Cory Notary Public in and for the State
of Idaho, Residing at Blackfoot, Idaho
My commission expires Feb. 8, 1941

Recorded at the request of Federal Land Bank August 20, 1937 at 9:02 A.M.

By *W. J. Squire* Deputy Jan. H. Falk, Recorder
No. 13994 GRANT USED

In consideration of Love and Affection to her in hand paid, receipt of which is hereby acknowledged, does hereby GRANT TO Lloyd Mathis and Alfred Mathis and undivided one-third each the real property in the County of Bingham State of Idaho described as follows:

All that part of Block numbered Four in Kennedy's Addition to the City of Blackfoot, Bingham County, Idaho, which lies west of Broadway Street, according to the recorded plat thereof, consisting of 8 acres, more or less, together with the ditch and water rights for the irrigation thereof, and particularly 9 shares of stock in the Miner's Ditch Company, and the furnishings and equipment belonging to said estate, and the property and effects in connection therewith.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining.

WITNESS Her hand this 18th day of August, 1937

Eva Mathis

STATE OF CALIFORNIA, ss.
COUNTY OF LOS ANGELES

On this 18th day of August A.D., 1937 before me, John H. Squire, Notary Public in and for the said County and State, personally appeared Eva Mathis, who is known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Lot 2 Sec. 14 TS 3 Range 34 E & Lot 4 Sec 13 TS 3 Range 34 E - A. Whitten 50"

JL Robertson to Federal Farm Mortgage
28 July 1937

407

Book 40

Court in and for said County of Bingham, in the State of Idaho, personally appeared W. M. Jackson known to me to be the County Treasurer and ex-Officio Tax Collector of said Bingham County, and who executed the within instrument as such, and acknowledged to me that he executed the same as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

SEAL

Jno. H. Falk, Clerk of the District Court.
By E. V. Turpin Deputy

Recorded at the request of W.M. Jackson Treasurer, August 19, 1937

By _____ Deputy Jno. H. Falk, Recorder
do- _____ SHERIFF'S DEED
MO. 19993

THIS INDENTURE, Made this 28th day of July, 1937, between Ira Corey, Sheriff of Bingham County, State of Idaho, party of the first part, and Federal Farm Mortgage Corporation, a corporation, with its principal place of business in the District of Columbia, party of the second part;

WITNESSETH: WHEREAS a decree of foreclosure was entered on the 27th day of June, 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 Federal Farm Mortgage Corporation, was plaintiff and Joseph L. Robertson and Jennie E. Robertson, husband and wife, were defendants, and wherein 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 27th day of July, 1936 after due and public notice, sell the said premises according to law and as in said Decree directed, to Federal Farm Mortgage Corporation, for the sum of Two Thousand Nine Hundred Fifty-nine and 11/100 (\$2959.21) Dollars, the said Federal Farm Mortgage Corporation, being the highest and best bidder therefor;

AND, WHEREAS, A Certificate of Sale was duly issued on the 27th day of July, 1936, 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 Federal Farm Mortgage Corporation, is now the owner and holder of said Certificate of Sale.

NOW, THEREFORE, Ira Corey, the said Sheriff of Bingham County, State of Idaho, for and in consideration of the sum of Two Thousand Nine Hundred Fifty-nine and 11/100 (\$2959.21) Dollars, paid for said premises by the said Federal Farm Mortgage 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 Federal Farm Mortgage Corporation, and its successors forever, all of the following described premises located and situated in Bingham County, State of Idaho, to-wit: Lot Two of Section Fourteen and Lot Four of Section Thirteen, all in Township Three South, Range Thirty-four, East of the Boise River;

Together with all water rights, and rights in ditches, canals and other appurtenant way therefor, appurtenant to said premises or used in connection therewith at any time during the existence of this mortgage including (but not limited to) the right of way in the foregoing general description, the following: _____
River as follows: _____
Court Fifth Judicial District, State of Idaho, _____
in Eastern Idaho State _____

Federal Farm Mortgage Corporation to LeRoi Barclay (Sheet 2)
27 May 1946

515

irrigation or other special improvement district and any lien or encumbrance revived or placed on said property by, through or under the parties of the second part.

3. Any and all easements, rights of way for railroads, roads or highways or other servitudes, and the exceptions, provisions and reservations contained in patents or deeds from the United States of America, or the state in which said land is situate, or in deeds from railway companies.

The party of the first part hereby covenants that, except as hereinabove stated, it will forever Warrant and Defend the title to said premises and the quiet and peaceable possession thereof unto the said parties of the second part, or their assigns, against all and every person and persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the party of the first part has executed this instrument the day and year first above written.

ATTEST: Willard M. Nees,
Assistant Secretary
APPROVED E.C.P., Attorney
STATE OF WASHINGTON

**FEDERAL FARM MORTGAGE CORPORATION
By THE FEDERAL LAND BANK OF SPOKANE,
Its Attorney-in-Fact
By S. C. Fish, Vice President**

County of Spokane.

County of Spokane.

On this 27th day of May, 1946, before me, a Notary Public, personally appeared S. C. Fish, known to me to be the Vice President of The Federal Land Bank of Spokane, a corporation, the name of which is subscribed to the within instrument as the attorney-in-fact of the Federal Farm Mortgage Corporation, a corporation, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of The Federal Land Bank of Spokane, a corporation, and acknowledged to me that he subscribed thereto the name of the Federal Farm Mortgage Corporation, a corporation, as principal, and the name of The Federal Land Bank of Spokane, a corporation, as attorney-in-fact, and further acknowledged that said The Federal Land Bank of Spokane, a corporation, as attorney-in-fact for the said Federal Farm Mortgage Corporation, a corporation, executed said instrument as the free and voluntary act and deed of said principal and attorney-in-fact for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year last above written.

SEAL
My commission expires October 7, 1947.
Recorded at the request of LeRoy G. Barclay June 12, 1946, at 9:17 o'clock A.M.

Fee \$1.00
By L. H. Staines Deputy Jno. H. Falk, Recorder
No. 52649

THIS INDENTURE, Made this fifteenth day of December, in the year of our Lord one thousand nine hundred and thirty-three, between FIRST NATIONAL BANK OF BLACKFOOT, a corporation, party of the first part, and IDAHO BANK AND TRUST COMPANY, a corporation, party of the second part.

WITNESSETH: That the said party 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, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, had by these presents less grant, bargain, sell, convey and confirm unto the said party of the second part, and heirs successors and assigns forever, all and the following described real estate situated in the County of [redacted] State of Ohio, to-wit:

The Southeast Quarter of the Southwest Quarter of Section 16, Township 17 North, Range 1 East, Meridian 1 West, containing 6.25 acres more or less.

(2) South East Quarter of Section 16, Township 17 North, Range 1 East, Meridian 1 West, containing 6.25 acres more or less.

This deed is made at the City of Cincinnati, Ohio, this _____ day of _____, 19____.

[Signature]

[Signature]

Lot 2 Sec. 14 TS 3 Range 34 E & Lot 4 Sec 13 TS 3 Range 34 E - A. Whitten 50"

Federal Farm Mortgage Corporation to LeRoi Barclay
27 May 1946

514

50648

In the County of Bingham, State of Idaho, and bounded and described as follows, to-wit:

The SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16 in Township 3 South of Range 34 E.B.M., together with tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and all water rights thereto belonging, including Certificate #145 for 28 shares and Certificate #79 for 2-2/5 shares of Watson Slough Irrigation Company, and Certificate #45 for 40 shares in the Crawford Lateral Ditch Company.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

The Grantee herein assumes and agrees to ANY all delinquent assessments and taxes of whatsoever nature and kind.

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

IN WITNESS WHEREOF, the said parties of the first part have ~~signed~~ this instrument to be signed and have hereunto set their hands the day and year first above written.
\$2.20 I. R. S. Attached and Cancelled.

WITNESS: Louis C. Kimball
STATE OF UTAH,

E. T. Capener
Leona S. Capener

ss.
COUNTY OF SALT LAKE

On this 14 day of March, 1946, before me, a Notary Public in and for the State of Utah, personally appeared E. T. Capener and Leona S. Capener, his wife, who being by me duly sworn, did say that they are 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.

SEAL Louis C. Kimball, Notary Public,
My commission expires Aug. 1, 1947. Residing at Salt Lake City, Utah.
Recorded at the request of Darwood Scott, June 10, 1946, at 2:40 o'clock P.M.
Fee \$1.00

By *Bob Steine* Deputy Joe. S. Falk, Recorder

No. 52641
D-82-Joseph L. Robertson

DEED

THIS INSTRUMENT, Made this 27th day of May, 1946, between the FEDERAL FARM MORTGAGE CORPORATION, a corporation of Washington, D. C., party of the first part, and LeRoi G. Barclay and Olive C. Barclay, husband and 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 estate, situate in the County of Bingham, State of Idaho, to-wit:

Lot 2 of Section 14 and Lot 4 of Section 13; all in Township 3 South, Range 34 East of the Boise Meridian. \$4.80 I. R. S. Attached and Cancelled.

Together with all the tenements, hereditaments, rights, appurtenances and appurtenances thereto belonging, and all waters and water rights, and all other things and interests, status and fixtures which are appurtenant to the above described premises, and which are not herein contained, shall be conveyed to the parties of the second part, and their heirs and assigns forever.

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

Lot 2 Sec. 14 TS 3 Range 34 E & Lot 4 Sec 13 TS 3 Range 34 E - A. Whitten 50"

LeRoi Barclay to Roy Cook
4 September 1948

38

DEED RECORD, BINGHAM COUNTY

WARRANTY DEED
No. 7632
THIS INDENTURE, Made this 4th day of September, 1948, in the year of our Lord one thousand nine hundred and forty-eight, between LeRoi G. Barclay and Olive G. Barclay, husband and wife,
of the County of Bingham, State of Idaho, the parties of the first part, and Roy Cook, of the County of Bingham, 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 Seventeen Thousand Dollars, lawfully 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, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm, unto the said party of the second part, and to his heirs and assigns, forever, all the following described real estate, situated in Bingham County, State of Idaho, to-wit:
The Lot Two (2) of Section Fourteen (14) and the Lot Four (4) of Section Thirteen (13), all in Township Three (3) South of Range Thirty-four (34) East of the Boise Meridian in Idaho.
Together with the ditches and water rights thereunto belonging and appertaining and particularly 6/7 shares in Blackfoot Irrigation Company; 6/7 shares in East Branch of Blackfoot Irrigation Company; 80 shares in Central Ditch Company and 70 shares in Riverton Dam Company, all corporations.
The grantors herein to pay all taxes on said premises and all water assessments for the water rights described up to and including the year 1948 when and as due, and to give possession of dwelling on premises on or before October 1st, 1948, and possession of farm as soon as crops are gathered and harvested.
I.R.S. \$16.70 Attached and Cancelled

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, the TENEMENTS, HEREDITAMENTS, appurtenances, 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 said party of the second part and to his heirs and assigns, forever, and the said parties of the first part and their heirs, the said premises in the quiet and peaceable possession of the said party of the second part.
His heirs and assigns, and against the said parties of the first part, their heirs, and against all and every person and persons whatsoever, 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, on the day and year first above written.

Signed, Sealed and Delivered in the Presence of
John W. Jones

LeRoi G. Barclay (SEAL)
Olive G. Barclay (SEAL)
(SEAL)

STATE OF IDAHO, }
County of Bingham, } ss.

On this 4th day of September, in the year 1948, before me John W. Jones, a Notary Public in and for said State, personally appeared LeRoi G. Barclay and Olive G. Barclay, 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.

SEAL

My commission expires July 17th, 1949.

John W. Jones, Notary Public
For the State of Idaho
Residing at Bingham City, Idaho

Roy Cook to Nathan Young
10 March 1956

101 72

[illegible]

TO HAVE AND TO HOLD, us and singular, the said persons together with all representatives and progenies therefore incident unto the said party of the second part, and to his heirs and assigns forever. And the said part less of the first part, and their heirs the said persons to the said land forever possessing of the said party of the second part his heirs and assigns against the said part less of the first part, and their heirs against all and every person or persons whatsoever, lawfully claiming the said land and all contents and by their persons forever defend.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the said Court, at the City of New York, this 12th day of January, 1901.

2

Lot 2 Sec. 14 TS 3 Range 34 E & Lot 4 Sec 13 TS 3 Range 34 E - A. Whitten 50"

Nathan Young to JC Osguthorpe
31 December 1958

WARRANTY DEED BOOK 101 PAGE 73

THIS INDENTURE, made the 31st day of December, 1958, between the one of one part, Nathan Young, husband and wife, and the other of the other part, J. C. OSGUTHORPE and MARY MABEL OSGUTHORPE, husband and wife, of the County of Bingham, State of Idaho, the parties of the first part and J. C. OSGUTHORPE and MARY MABEL OSGUTHORPE, husband and wife, of the County of Bingham, State of Idaho, do hereby certify that for and in consideration of the sum of TWENTY FIVE DOLLARS, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, we have granted, bargained and sold, with lawful intent to confirm unto the said parties of the second part, and to their heirs and assigns forever, all of the following described real estate, situated in the County of Bingham, State of Idaho, to-wit:

Lot Two in Section Fourteen, Township Three South, of Range Thirty-four, East of the Boise Meridian, in Idaho; and
Lot Four in Section Thirteen, Township Three South, of Range Thirty-four, East of the Boise Meridian, in Idaho;

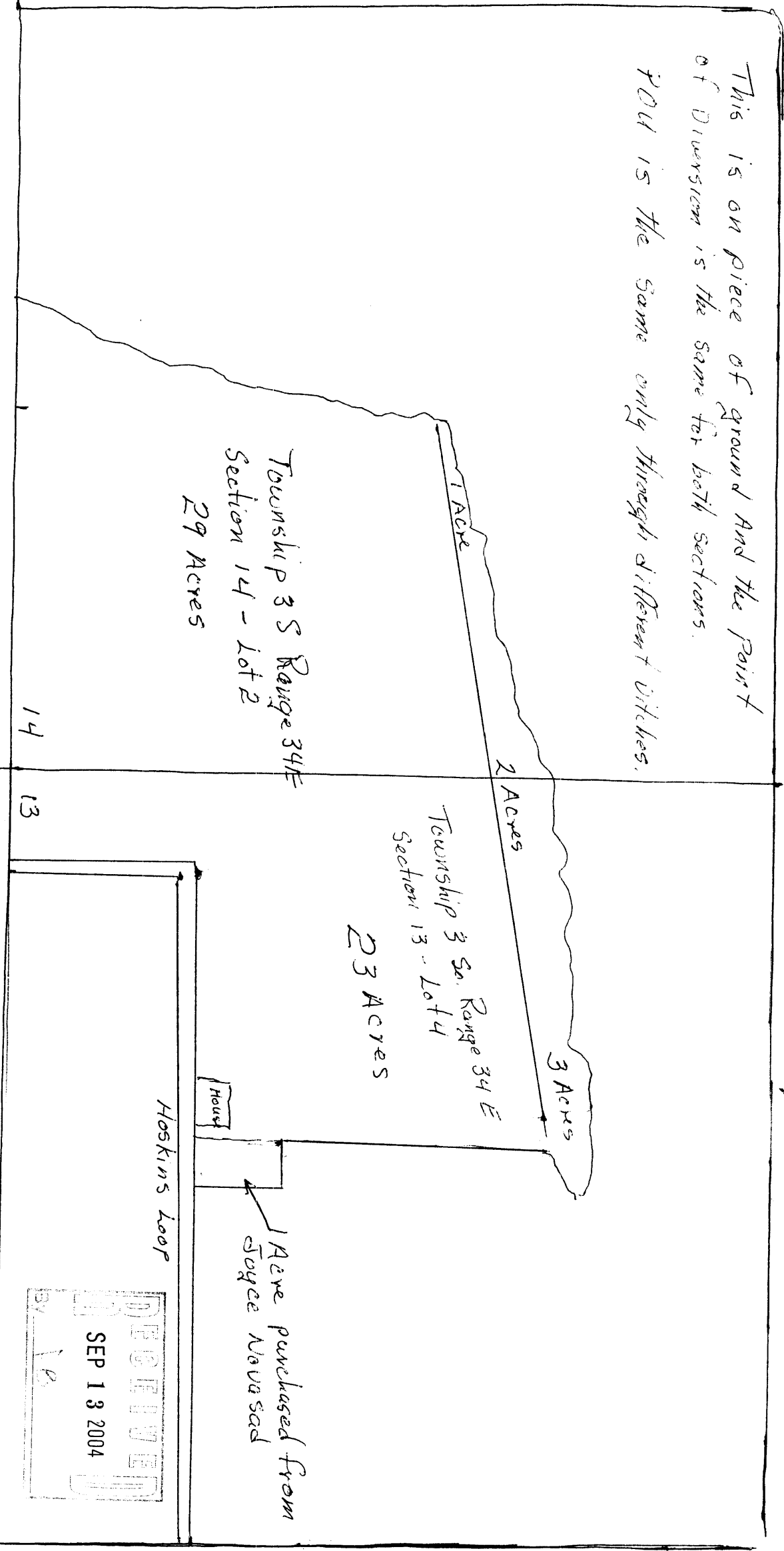
Together with all water and water rights, ditches and ditch rights of way thereunto belonging.



I drew this Plat
to show where the
1-2 + 3 acre pieces
I'm not sure
I am correct. This and
the map show where
the 29 acres are.

Thank you
Richard Hoskins

This is on piece of ground And the Point
of Diversion is the same for both sections.
FOU is the same only through different ditches.



Snake

Heskin LN 2755

904
456

6.1

T35 R34E
Sec. 13 + 14

T794
655

13
23 24

11.6

2
18.9

795
384

5072

5072

SEP 13 2004

VE

34.0

76.4



State of Idaho

DEPARTMENT OF WATER RESOURCES

15 West Center Street, Soda Springs, ID 83276

Phone: (208) 547-3993 Fax: (208) 547-3939 Web Site: www.idwr.state.id.us

8 September 2004

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

Robert A. & Barbara K. Hospkins
674 West 275 South
Blackfoot, ID 83221

Re: Snake River Basin Adjudication (SRBA)
Claims 27-10452

COPY

Subject: CLARIFICATION ON PLACE OF USE (POU) AND POINT OF DIVERSION (POD)

RESPONSE DATE: 20 September 2004

Dear Claimant(s):

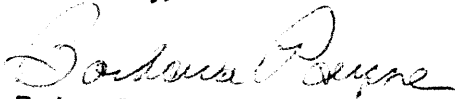
Our office is reviewing your above referenced Notice of Claims and needs some additional information to recommend your claims to the SRBA Court.

I am enclosing a copy of the Notice of Claim filed in 1989. We are unable to determine the POU or POD for the claimed 29 acres. Will you please provide this office with a map or plat with markings designating the POU and POD.

Your response must be received by this office by the response date shown above. If no response is received then your claim will not be recommended to be decreed.

If you have any questions please feel free to contact me at 547-3993.

Respectfully,


Barbara Payne

Enclosure:

Notice of Claim to A Water Right

11712)	0023	Susan E. Whitten & Calvin Mills	) : :)	March 25, A. D. 1880	600 Inches	Trans # 784 787, 807
	01	Levi Warren		April 1, A. D. 1882	50 Inches	
		Emily Warren		April 1, A. D. 1883	106 Inches	
		Daniel Y. Miller		April 1, A. D. 1883	100 Inches	
		Fred S. Stevens		October 1, A. D. 1884	140 Inches	
		N. A. Just) & Emma Just)	) : :)	April 1st, A. D. 1885	100 Inches	
		Leon Misslen		May 1st, A. D. 1885	300 Inches	Trans 28-176
	03	Robert Millen		May 1st, A. D. 1885	150 Inches	Trans 100
27	04	P. B. Fox Jr.	)			
		William Howard	)			
		A. Whitten	)	June 1st, A. D. 1885	1500 Inches	-Trans # 237-246-31 #465-531- ~~532~~ - ~~533~~ ? #852-853-854, 156-1 # 1162, 2445, 2578, 2933
		Susan Whitten	)			
		Calvin Mills	)			
	32	W. W. Riter		July 3rd, A. D. 1885	560 Inches	
	33	Thomas G. Weber		July 23, A. D. 1885	480 Inches	
	02	James Drew		Oct. 1st, 1885 A. D.	6 Inches	
	35	Eastern Idaho Trans 246 Water Co.		October 1st, A. D. 1885	1000 Inches	
	36	H. R. Lewis) & Sarah Lewis)	) : :)	March 1, A. D. 1886	160 Inches	
	37	James Welch		March 20th, A. D. 1886	400 Inches	
	38	William M. Danilson		April 5th A. D. 1886	352 Inches	11712, 2445, 2578, 2933
	39	David S. Morgan		April 5th, A. D. 1886	132 Inches	
	40	William Morgan		April 5th, A. D. 1886	100 Inches	
	41	William A. Downing		April 5th, A. D. 1886	120 Inches	
	42	F. Little		October 4th A. D. 1886	240 Inches	- 27-42 Bear
		Charles S. Burton		October 4th A. D. 1886	240 Inches	
27	0044	John Sharp Sr.		November 1, A. D. 1886	320 Inches	27-11016 R
	45	F. W. Jennings		November 1, A. D. 1886	400 Inches	128
	46	Donald Tolmie		April 1st, A. D. 1887	100 Inches	

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