

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
EASTERN REGION
IDAHO FALLS, ID
ph. (208) 525-7161

FAX NO. (208) 525-7177

TRANSMITTAL COVER SHEET

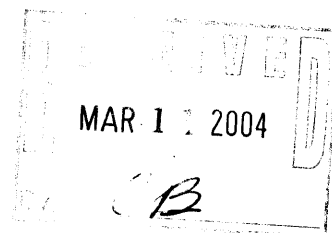
OMNIFAX

TO: Cindy Bvd FROM: H.C. Jones

DOCUMENT DESCRIPTION: Excess water justification
on Hudon property - might help with Stan Hull
property.

TOTAL NUMBER OF PAGES (Including this page): 6

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* BILLING ADDRESS: _____
* _____
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* NO. OF PAGES _____ COST/PAGE _____ TOTAL CHARGE _____
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RECEIVED

MAY 24 1989

5/22/89

Department of Water Resources

Eastern District Office

Idaho Water Resources Dept

Re: Adjudication of Excess Irrigation Flows

1 farm 155.5 acres in Bingham County.
Earlier this spring the following water rights
were filed for through the respective water
and canal companies:

Corbatt Slough	56 inches
Eastern Idaho	100 inches
Blackfoot Irrigation	50 inches
Total	206 inches

A copy of the basic form for this farm showing
location is attached. Also attached is a copy
of the Fact Sheet filled out by Fred Monson
of the SCS office to support the need
for additional water (also his work sheets)

If you have any questions please let me know.

1-16-91

COPY OF THIS LETTER

WITH ATTACHED DOCUMENTS

Attached to 27-00022 D (EASTERN)

Copy of letter ONLY ATTACHED

TO 01-00047E AND 01-00001J

Larry Hinderager

Larry Hinderager

2020 Riverton Rd

Blackfoot, ID 83221

(208) 785-0360

Larry Hinderager
220 Riverton Rd
Blackfoot, ID 83221

Ident. No. _____

FACT SHEET

for

Excessive Irrigation Flows

This information is to be submitted with any application for permit or adjudication claim to water right for which the irrigation rate of flow requested/claimed is more than .02 cfs per acre. One exception is that .03 cfs per acre is allowed for up to five (5) acres.

Soil type and soil profile: #1 Blackfoot Loam, 40" + over Sand + Gravel WNC-2"/ft
#2 Newton Sandy Loam - 40" + over Sand + Gravel WNC-1.5"/ft
#3 Newton Loam - 40" + over Sand + Gravel WNC-1.5"/ft
Soil water holding capacity: #4 Bonanza Loam 20-40" over Sand + Gravel WNC-1.5"/ft
#5 Bonanza Gravelly Loam 20-35" over Sand + Gravel WNC-1.4"/ft
Soil intake family (if known): #6 Woodburn - 10-30 inches over gravelly coarse sand WNC-1.3"/ft
Intake family: No 1 - (1)
No 2, 3, 4, 5 - (2)

Field slope: .002'/ft

Anticipated crops: Alfalfa, Grass, and Grains

Method of irrigation: Border (Flood)

ADJUDICATION CLAIM ONLY:

Is this method of irrigation the common local practice? Yes

Have you changed the irrigated method from the one first developed? No

If yes, describe.

Remarks: No water table. The WNC of the Bonanza, Newton, Hanger, and Woodburn soils makes it impossible to water the crops on these soils without an adequate supply of water.

Service

MAY 12 1982

FT/6/4a - 150 items

Imp. ... 16 day ... 2.0"/ft ...

$$\text{Gravimetric reduction} = \frac{16 \text{ days} \times .24\%/\text{day}}{.24 (\text{allowing})} = 9.85''$$

180 mm. $\times$ 9.85" = 1475 less than 1 day every 16 days
or 90.5 less than 1 day

$92.2 \div 24 = 3.846$ are produced per day 24-hr.

5- 2.5% down / to 2.84% CFS

3. 846 X 50 Mm. Inland - 192 Minor Snakes

192 Mues Thier; 125000 - 126000.

104-12 44-2

APR 12 - 150 acres

Irrigation efficiency 37% - 8 day frequency - 1.6" / ft 100 ft

$$\text{New application} = \frac{8 \text{ days} \times 0.34 \text{ in/day}}{.37} = 4.92''$$

$$150 \text{ acres} \times 4.92'' = 738 \text{ acre-inches every 8 days}$$

or 92.3 in / day

$$92.3 \div 24 = 3.846 \text{ acre-inches / hr (every 24 hr/day approx)}$$

1 cu ft / s is approximately 1.48 acre-inches / hr

$$Q = 3.846 \text{ ac in/hr or } 3.846 \text{ cfs}$$

$$3.846 \times 50 \text{ Minutes Inches} = 192$$

$$192 \text{ Minutes Inches} \div 150 \text{ acres} = 1.28 \text{ inches/acre}$$

Assume 30% efficiency

$$\frac{8 \text{ days} \times 0.34 \text{ in/day}}{.30} = 6.4''$$

(Based on irrigation)

$$150 \text{ acres} \times 6.4'' = 960 \text{ acre-inches every 8 days}$$

or 120 ac in / day

$$120 \div 24 = 5 \text{ acre-inches / hr (24 hr approx)}$$

$$Q = 5 \text{ ac in/hr or } 5 \text{ cfs}$$

$$5 \times 50 \text{ Minutes Inches} = 250 \text{ Minutes Inches}$$

$$250 \text{ Minutes Inches} \div 150 \text{ acres} = 1.66 \text{ inches/acre}$$

NOV 12 1992

$$\begin{aligned}
 1 \text{ cfs} &= 2 \text{ acre ft/day (24 hr)} \\
 4 \text{ cfs} &= 8 \text{ acre ft/day} \times 150 \text{ days (irrigation season)} = 1200 \text{ acre ft/year} \\
 &= 1.33 \text{ inch/year} \\
 1200 \text{ acre ft/year} \times 12 \text{ acre inches/acre ft} &= 14,400 \text{ acre inches/year}
 \end{aligned}$$

From alfalfa hay at 39% efficiency application uses 56 acre inches/year on farm soil with 2"/ft WHC.

$$\begin{aligned}
 150 \text{ acres at } 56 \text{ inches/acre} &= 8400 \text{ acre inches} \\
 &= 700 \text{ acre ft total}
 \end{aligned}$$

alfalfa hay at 38% efficiency application uses 72 acre inches/year on Sandy farm with 1.6" WHC.

$$150 \text{ acres at } 72 \text{ inches/acre} = 10800 \text{ acre inches}$$

$$\begin{aligned}
 150 \text{ Acres} = 3 \text{ cfs} &= 6 \text{ acre ft/day} \times 150 \text{ days} = 900 \text{ acre ft} \times 12 \text{ acre inches/acre ft} \\
 &= 10800 \text{ acre inches}
 \end{aligned}$$

NOV 12 1992

App.
27-7559

[illegible]

Stanley M Hill
(Applicant)

X-From_: bpayne@idwr.state.id.us Thu Dec 11 22:13:38 2003
Delivered-To: powder1@ida.net
From: "Payne, Barbara" <BPayne@idwr.state.id.us>
To: "'powder1@ida.net'" <powder1@ida.net>
Cc: "Bird, Cindy" <CindyBird@idwr.state.id.us>
Subject: 27-37F
Date: Thu, 11 Dec 2003 15:13:33 -0700

Hi Skip,
Claimant: Stanely M. and Doris D. Hill
522 W. Riverton Road
Blackfoot, ID 83221
208 785 0533
POU 3S 35E Sections 7 and 8. total of 102 acres.
POD is in Seftion 8.

Stan Hill called regarding claim 27-37. He said they have used the Welch water since 1940. He can go back through deeds to determine when it was first used as irrigation. He also told Cindy when he sold the ground he gave Corbett Slough water. He didn't intend to convey any S.W.

He is going to call you to setup an appointment to discuss the S.W. and see what would be acceptable for evidence on this claim.

My question to you, is do you want the claim file sent to you now, later, or never?

Barbara :-}

MEMO TO CLAIM FILE A27-11939

Original right 27-4 had 1500 miners inches (30.00 cfs) with a priority date of June 1, 1885 decreed to A. & Susan E. Whitten. On Jan 19, 1918, the Whittens sold 60 miners inches of this water to J.F. Hamilton. The total amount of the original right 27-4 is listed as "1000 inches" on the warranty deed. This erroneous amount appears on several water deeds made by the Whittens and the deed books eventually state that the true original amount should be 1500 miners inches.

On Dec. 19, 1918, Annie & John F. Hamilton (J. F.) sell 36 miners inches of this water to Edward Hoffman. This leaves a balance of 24 miners inches out of the original 60 inches purchased. On May 20, 1919, J.F. & Annie Hamilton sell the remaining 24 miners inches to N.J. Thorstenberg.

On Feb. 10, 1919, D. A. & Evelyn Jenkins sell Lot 9 of Sec. 7, T-missing, R 35E to Charles E. Crawford (Crawford). This is the ground that claimant Stanley M. Hill eventually purchases.

On June 8, 1929, May Brown files an action against Charles E Crawford , N. J. Thorstenberg and others to foreclose on a mortgage for non payment. Stan Hill tells me these folks were gold miners and had purchased farm ground and water rights including the 24 miners inches of right 27-4 to pursue their mining interests. It then appears that Lot 9 Sec. 7, T 3S, R 35E is part of this action as is 60 shares of Miners Canal Company stock. Note that John W. Jones is the attorney for May Brown.

On Dec. 17, 1945, John W. Jones purchases Lot 9, Sec. 7, T 3S, R 35E along with 60 shares of Miners Irrigation Canal Company. This is done at a Sheriff's Sale on a foreclosure action.

On Sept. 21, 1946, John W. Jones sells to Owen H. (Harry) Jones the property in Lot 9, Sec. 7, T 3S, R 35E along with "shares in Miners Irrigation Canal Company"

On Nov. 20, 1961, Owen Harry Jones & Letha Hofer Jones sell Lot 9 Sec. 7, T 3S, R 35E

along with shares in Miners Ditch Canal Company. Included in the sale is Miners Ditch Company certificate #106 and #75 along with other ground and water rights. This sale is made to Clarence C. Cox.

On Jan. 5, 1966 three warranty deeds for the same properties including Lot 9 Se. 7, T 3S R 35E are issued. It appears Clarence Cox, Val Dee Bell and Lellan Allen all held paper on this ground that was then sold to Stanley M. Hill and Doris Hill. Doris has passed away and this leaves the property to our claimant Stanley M. Hill .

Stanley M. Hill has since made a permissible place of use of his remaining acres. I had to make the assumption that the 24 miners inches of right 27-4 was buried in the Miners Ditch Company shares along with other water rights.

On June 17, 2004 Stanley M. Hill sells a part of his property in Sec. 8, T 3S, R 35E and includes 13 miners inches of right 27-4. This is purchased by David W. J. Stanley. This leaves claimant Stanley M. Hill with 11 miners inches (0.22 cfs) of right 27-4 on his PPU of 45 acres, MOL.

WARRANTY DEED

127

No. 5381

Book No. 37

This Indenture, Made the 19th

day of January

in the year of our Lord one

thousand nine hundred and

eighteen

, between

A. Whitten and Susan E. Whitten,

of the County of Bingham

and State of

Idaho

, the parties of the first part, and

of the County of Bingham

and State of

Idaho

, the party of the second part,

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

Three Hundred and no/100 - - - - -

(300.00) - - - DOLLARS,

lawful money of the United States of America, to them

in hand paid by the said party

of the second part, the receipt whereof

hereby acknowledged

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 that

certain ~~xxxxxxx~~ water right

situate, lying and being in the County

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

Sixty (60) inches of water of the Blackfoot River; being a part of that

certain water right of one thousand inches of the date of June 1st, 1885,

conveyed to A. Whitten and Susan E. Whitten August 1st, 1891 in that certain water

conveyance as recorded in Judgment Book No. 1 at pages 107 to 116 of the records of

Bingham County, Idaho.

50¢ I.R.S. attached and cancelled

JAN 20 2005

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, unto the said party of the second part, and to his heirs and assigns forever, and the said parties of the first part, and their heirs, and the said premises in a quiet and peaceable possession of the said party of the second part, and his heirs and assigns, against the said parties of the first part and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend

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

Signed, Sealed and Delivered in the Presence of

W. H. Stufflebeam

A. Whitten

(SEAL.)

Susan E. Whitten

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF IDAHO, } ss.
County of Bingham

I DO HEREBY CERTIFY, That on this 19th

day of January

in the year of 19 18 , before me,

a notary Public

in and for said County and State, personally appeared

Whitten and Susan E. Whitten, his wife

known to me to be the persons whose names are

subscribed to the within and foregoing instrument, and acknowledged to

that they 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.

My commission expires Nov. 13th, 1919.

W. H. Stufflebeam,

Notary Public.

for Bingham County, Idaho, residing at

Blackfoot therein.

Recorded at the request of

J. H. Anderson Dec. 31, 1918 at 1:20 A.M.

WARRANTY DEED

Bo

No. 5380

CAPITAL NEWS PUBLISHING CO., ROISE 17420

This Indenture, Made the 19th day of December in the year of our thousand nine hundred and eighteen, between Annie A. Hamilton and John F. Hamilton, her husband, of the County of Madison and State of Idaho, the parties of the first part, and EDWARD HOFFMAN of the County of Cache and State of Utah, the party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One Hundred - - - - - lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt of which is hereby acknowledged

do hereby these presents grant, sell, bargain and convey and confirm unto the said party of the second part, and to their heirs and assigns forever, all that certain ~~lot xxxxxxxxxx~~ ^{water right} situate, lying and being in the County of Bingham and State of Idaho, and bounded and described as follows, to-wit:

Thirty-six (36) inches of water of the Blackfoot River, the same being a part of that certain water right of one thousand inches of the date of June 1st, 1891, decreed to A. Whitten and Susan E. Whitten August 1st, 1891, in that certain judgment as recorded in Judgment Book No. 1 at pages 107 to 116 of the records of Bingham County, Idaho.

\$.50 I.R.S. attached and cancelled

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise connected therewith and the rents, issues and profits thereof

TO HAVE AND TO HOLD, All and singular, the said premises, together with the appurtenances and privies incident, unto the said party of the second part, and to their heirs and assigns forever, and the said party of the first part, and their heirs, and the said premises in a quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said parties of the first part and their heirs, and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents defend

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

Signed, Sealed and Delivered in the Presence of

F. L. Davis

Annie A. Hamilton
John F. Hamilton

STATE OF IDAHO, } ss.
County of Madison }
I DO HEREBY CERTIFY, That on this 19th day of December in the year of 1918, a notary public in and for said County and State, per F. L. Davis

WARRANTY DEED

J. F. Hamilton, and TO N. J. Thorstenberg
Annie A. Hamilton, his wife

Dated-May 20th, 1919-
Consideration- \$ 120.00-
Recorded-April 16th, 1920 at-
2:10 P.M., in Book "40" of Deeds at-
Page 550 of the records of Bingham County, Idaho-

Witness- John F. Hamilton (Seal)
F.L.Davis- Annie A. Hamilton (Seal)

Acknowledged by J.F.Hamilton and Annie A. Hamil-
ton, his wife, May 21st, 1919, before F.L.-
Davis, a Notary Public of Idaho, resid-
ing at Sugar City, Idaho. Sealed.-
Commission expires Mar. 27, 1923.

DESCRIPTION and REMARKS

The parties of the first part do hereby grant, bargain, sell, convey and confirm unto the party of the second part and to his heirs and assigns forever, all the following described water right in Bingham County, Idaho.

24 inches of water of the Blackfoot River; being a part of that certain water right of 1000 inches of the date of June 1, 1885, decreed to A. Whitten and Susan E. Whitten, August 1, 1891 in that certain water decree as recorded in Judgment book No. "1" at pages 107 to 116 of the records of Bingham County, Idaho.

To Have and To Hold in the quiet and peaceable possession of the said second party, his heirs and assigns forever, and the said first parties will warrant and forever defend.

50¢ I.R.S. attached and cancelled.

JAN 20 2001

4

-17-

MORTGAGE

D. A. Jenkins, and
Evelyn Jenkins,

TO

Charles E. Crowford

Dated-February 10th, 1919-
Consideration- \$ 1000.00-
Recorded-March 10th, 1919 at-
4:22 P.M., in Book "42" of Mortgages at-
Page 441 of the records of Bingham County, Idaho-

Witness-

N.J. Thorstenburg-

D. A. Jenkins (Seal)
Evelyn Jenkins (Seal)

Acknowledged by D.A. Jenkins and Evelyn Jenkins,-
February 10th, 1919, before N.J. Thorstenburg-
a Notary Public of Idaho, Residing at-
Blackfoot, Idaho. Sealed. Commis-
sion expired July 25th, 1921.

DESCRIPTION and REMARKS

The parties of the first part do hereby grant, bargain, sell and convey unto the party of the second part and to his heirs and assigns forever, all the following described property in Bingham County, Idaho.

The lot number 9 of Section 7 in Township 35 E.B.M., in Idaho, containing 48.22 acres. Together with all ditches, ditch rights of way, and water rights thereto belonging.

This conveyance is executed to secure 3 notes of even date, two for \$333.65 each and one for \$333.70, due 1 year from date, drawing 8% annually.

20¢ I.R.S. attached to note and cancelled.

JAN 20

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF
IDAHO, IN AND FOR BINGHAM COUNTY.

May J. Brown, sole devisee and distributee :
of the Estate of John G. Brown, deceased, :
Plaintiff, :

vs

LIS PENDENS

Charles E. Crawford and Cora E. Crawford, :
his wife; D. A. Jenkins and Evelyn Jenkins :
his wife; N. J. Thorstenberg and Ida N. :
Thorstenberg, his wife; Chris Buckley and :
Mame Buckley, his wife, :
Defendants. :

NOTICE IS HEREBY GIVEN, That an action has been commenced in the above-entitled court by the above-named plaintiff and against the above-named defendants, and that said action is now pending therein; that the object and purpose of said action is to foreclose and determine the lien of a certain mortgage executed on June 16, 1916, by the defendants, Charles E. Crawford and Cora E. Crawford, his wife to John G. Brown, now deceased, for the principal sum of \$1500.00, executed by said defendants Charles E. Crawford and Cora E. Crawford, his wife to secure the payment of a certain promissory note for the principal sum of \$1500.00, executed by said defendant to the said John G. Brown, now deceased, and which mortgage described the following property in Bingham County, Idaho, to-wit:

Lot 9 of Section 7 in township 3 south of range 35 E. B. M., containing 48.22 acres, according to the Government survey; together with all ditches, ditch rights of way and water rights thereto appertaining and belonging and particularly the appropriated and used right of the grantors in and to the waters of Blackfoot River, together with $\frac{1}{4}$ share of the capital stock of the Eastern Idaho Water Company and 60 shares of the capital stock of Miners Irrigation Canal Company, together with all the right, title and interest of the grantors in and to all of the adjacent and adjoining unsurveyed lands which are appurtenant to the above described tract, and which are riparian or accretion lands.

Said mortgage is recorded in Book "34" of Mortgages at page 610 thereof, records of Bingham County, Idaho.

Said action is brought to foreclose and determine the lien of said mortgage and to foreclose the equity of redemption of the said defendants in and to the said mortgaged premises.

Dated the 8th day of June, 1929.

May J. Brown, Sole devisee and distributee of John G. Brown, deceased,
Plaintiff

By John W. Jones and Guy Stevens, Attorneys for
the Plaintiff, residing at Blackfoot, Idaho.

Recorded June 8, 1929
at 5:00 P. M. in Book "3"
of LisPendens at page 313 of
the records of Bingham County, Idaho-

JAN 2 2005

JAN 20 2005

(6)
No. 40-

SHERIFF'S DEED ON FORECLOSURE

This Indenture, Made December 17th, 1945, between Chas. W. Belnap, Successor as Sheriff of J. D. Jensen, former sheriff, sheriff of Bingham County, Idaho, first party, and John W. Jones, second party, Witnesseth:

Whereas, in and by a certain decree rendered by the District Court of the Sixth Judicial District of the State of Idaho, in and for Bingham County, on August 15th, 1929, and entered on August 15th, 1929, in a certain action then pending in said Court, wherein ~~John G. Brown, sole devisee and distributee of the estate of John G. Brown, Crawford and Cora M. Crawford, his wife, etal were~~ ~~Adjudged and Decreed, that all and~~ ~~in the complaint in said action, and speci-~~ Bingham County, in the manner required by law, and according to the course and practice of said Court, and that said Sheriff execute the usual certificate and deeds to the purchaser, as required by law; And a writ, reciting the material parts of said decree, and directing the said first party, as such Sheriff, to execute the said decree, by making the sale and applying the proceeds in conformity therewith, having been to said Sheriff directed and delivered, the said Sheriff did, at 10 A.M., on September 16th, 1929 after the public notice had been given, as required by laws of this State and the course and practice of said Court, duly sell at public auction, in front of the Court house in the City of Blackfoot, Bingham County, agreeably to the said decree, and the provisions of law, the premises in said decree mentioned; at which sale the premises for the sum of \$3407.50 he being the highest bidder, and that being the highest sum bidden for the same; And the said John W. Jones thereupon paid to the said Sheriff the said sum of money so bidden by him; That the said Sheriff thereupon made and issued the usual certificate, in duplicate, of the said sale, in due form of law, and delivered one thereof to the said purchaser, and caused the other to be filed and recorded in Bingham County, Idaho in the County Recorder's Office; That more than one year has elapsed since the date of said sale, and no redemption has been made of the premises so sold, as aforesaid, by or on behalf of the said judgment debtors the said defendants, or by or on behalf of any other person;

Now This Indenture Witnesseth, That the said first party, the said Chas. W. Belnap, Sheriff, in order to carry into effect the sale so made by his successor as Sheriff as aforesaid, in pursuance of said decree, and in conformity to the statute in such case made and provided, and, also in consideration of the premises, and of the said sum of \$3407.50, so bidden and paid to said former Sheriff by the said purchaser, the said John W. Jones the receipt whereof is hereby acknowledged, has granted, and by these presents does grant, bargain, sell and convey, unto the said second party, and to his heirs and assigns, forever, All of the certain real estate situated in Bingham County, Idaho, and particularly described as follows, to-wit: Lot 9 of Section 7 in Township 3 South of Range 35 E.B.M., containing 48.22 acres, according to Government Survey; together with all ditches, ditch rights of way, water and water rights thereto appertaining and belonging, and particularly the appropriated and used right of the grantors in and to the waters of Blackfoot River together with one-fourth share of the capital stock of the Eastern Idaho Water Company, and 60 shares of the capital stock of Miners Irrigation Canal Company, corporations, together with all the right, title and interest of the grantors in and to all of the adjacent and adjoining unsurveyed lands which are appurtenant to the above described tract, and which are riparian or accretion lands. Together with the tenements, hereditaments and appurtenances thereto belonging or

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DEED RECORD, BINGHAM COUNTY

No. 54653

WARRANTY DEED

THIS INDENTURE, Made this 21st day of September, 1946, in the year of our Lord one thousand nine hundred and forty-six, between John W. Jones, a bachelor, of Blackfoot, County of Bingham, State of Idaho, the part y. of the first part, and Owen H. Jones, County of Bingham, State of Idaho, the part y. of the second part.

WITNESSETH, That the said part y. of the first part, for and in consideration of the sum of Two Thousand Five Hundred lawful money of the United States of America, to him in hand paid by the said part y. of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents do and grant, bargain, sell, convey and confirm, unto the said part y. of the second part, and to his heirs and assigns, forever, all the following described real estate, situated in the State of Idaho, to-wit:

The Lot Nine (9) of Section Seven (7) in Township Three (3) South of Range Thirty-five (35) East of the Boise Meridian in Idaho, containing 48.22 acres, according to the government survey. Together with all ditches and ditch rights of way and water rights thereto appertaining and particularly the acquired and used water right of the grantor in Blackfoot River and right in west Side Ditch Company and stock of grantor therein for the irrigation thereof, and shares in Miners Irrigation Canal Company, together with all riparian and accretion lands belonging thereto.

Subject to any unpaid taxes thereon, which grantee assumes and agrees to pay.

\$2.75 I. R. S. Attached and Cancelled.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto belonging as in anywise appertaining, the remainder and remainder, 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 part y. 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 part y. of the second part and to his heirs and assigns, forever, and the said part y. of the first part and his heirs, the said premises in the quiet and peaceable possession of the said part y. of the second part 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

John W. Jones (SEAL)
(SEAL)
(SEAL)

STATE OF IDAHO

County of Bingham.

On this 21st day of September, in the year 1946, before me Gregory Jones, a Notary Public in and for said State, personally appeared John W. Jones, a bachelor, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same, and that he was the owner of 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.

My commission expires May 25, 1947.

Gregory Jones
Notary Public for the State of Idaho
Residing at Blackfoot, Idaho.

③
 THIS INDENTURE, Made this 20th day of November
 in the year of our Lord one thousand nine hundred and sixty-one
 between OWEN HARRY JONES, aka OWEN H. JONES, and LETHA HOFER JONES, husband
 and wife, Blackfoot County of Bingham
 State of Idaho the part 1st of the first part, and
 Clarence C. Cox
 of Blackfoot County of Bingham
 State of Idaho the party of the second part,

WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of
 one and no/100 - - - - - DOLLARS,
 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 other good and valuable consideration, 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:

That portion of Lot 8, Sec. 7, Twp. 3 South, Range 35 East of Boise Meridian described as follows: Beginning at a point North 57° 51' East and 547 feet distant from the quarter corner of Sec. 7 and 18, Twp. and Range aforesaid, running thence North 57° 51' East 453 feet; thence North 30° 6' East 960 feet to the NE corner of said Lot 8, thence South 783 feet, thence South 71° West 912 feet to the point of beginning.

Also that portion of the SE 1/4 of the SE 1/4 of Sec. 7, Twp. and Range aforesaid, described as follows: Beginning at the NW corner of the said SE 1/4 of the SE 1/4, thence East 1320 feet, thence South 275 feet, thence South 67° 42' West 1414 feet, thence North 783 feet to the place of beginning.

Also six inches and water stock in the Central Ditch Company and six inches stock in Riverton Dam Company.

The Lot 9 of Sec. 7 in Twp. 3 South of Range 35 East of Boise Meridian containing 46.22 acres according to the government survey together with all ditches and ditch rights of way and water rights thereto appertaining and particularly the acquired and used water rights of the grantors in Blackfoot River and right in West Side Ditch Company and stock of grantors therein for the irrigation thereof and shares in Miners Irrigation Canal Company.

Together with all riparian and accretion lands belonging thereto.

Together with all tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all irrigation fixtures and equipment, plumbing and heating fixtures and equipment, including stoker and oil tanks.

Also transferred herewith is Miners Ditch Company certificate No. 106, Riverton Dam Company certificate No. 40, Central Ditch Company certificate No. 29, Corbett Slough Ditch Company certificate No. 1564, Miners Ditch Company certificate No. 751.

The above conveyance being made subject to the rights of Hazel Allen, as a contract purchaser, of the above property, said contract dated the 24th day of March 1960, unpaid balance of which as of November 20, 1961 is \$14,250.00 plus accrued interest thereon at the rate of 5% per annum from the 1st day of December 1960.

THIS INDENTURE, made this 5th day of January

Portions of Lot 8 and the Southeast Quarter of the Southeast Quarter (SESE) of Section 7, Township 3 South, Range 35 East of the Boise Meridian; in Bingham County, Idaho, described as:

Beginning at a point North 57°51' East and 547 feet distant from the quarter corner of Sections 7 and 18, Township and Range aforesaid, running thence North 57°51' East 453 feet; thence North 30°6' East 960 feet to the Northeast corner of said lot 8; thence South 783 feet; thence South 71° West 912 feet to the point of beginning. ALSO Beginning at the Northwest corner of the Southeast Quarter of the Southeast Quarter (SESE) of said Section 7, thence East 1320 feet, thence South 275 feet, thence South 67°42' West 1414 feet, thence North 783 feet to the place of beginning.

Section 7: Lot 8, Township 3 South, Range 35 East of the Boise Meridian, Bingham County, Idaho



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 part.ies... of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said part.ies... of the second part, their heirs and assigns, against the said parties... of the first part, and their heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

Executed and Delivered in the Presence of

1994

[SEAL]

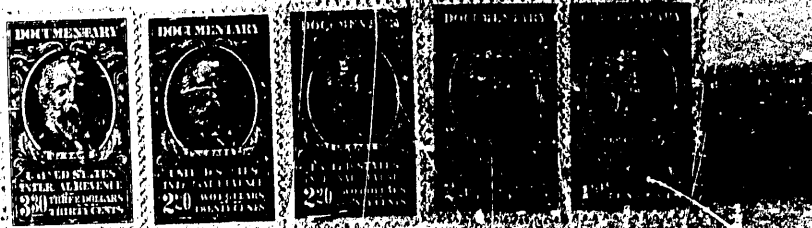
[SEAL]

.. [SEAL

14A

THIS INDENTURE, made this 5th day of January, 1900, between YAL DEE BELL and GAIL W. BELL, husband and wife of Provo, County of Utah, State of Utah, the part 1st of the first part and STANLEY M. HILL and PORTS D. HILL, husband and wife of Blackfoot, County of Bingham, State of Idaho, the part 1st of the second part, WITNESSETH, that the said part 1st of the first part, for and in consideration of the sum of --Ten and no/100-- Dollars lawful money of the United States of America, and other valuable considerations, to them in hand paid by the part 1st 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 part 1st of the second part, and to their heirs and assigns forever, all the following described real estate, situated in the County of Bingham, State of Idaho, to-wit:

Portions of Lot 8 and SE-1/4SE-1/4 of Section 7, Township 3 South, Range 35 E. B. N. described as:
Beginning at a point North 57°51' E and 187 feet distant from the NW corner of Sections 7 and 18, Township and Range aforesaid, running thence North 453 feet; thence North 30°6' East 960 feet to the NE corner of said Lot 8, thence S 71° W 912 feet to the point of beginning. ALSO beginning at the NW corner of the SE-1/4SE-1/4, of said Section 7, thence E 1320 feet, thence S 75 feet, thence S 67°42' W 1414 feet, thence N 783 feet to the place of beginning.
ALSO
Lot 9 Section 7 Township 3 South, Range 35 E. B. N.



TOGETHER with all and singular the tenements, hereditaments and appurtenances therunto 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 part 1st of the first part.

TO HAVE AND TO HOLD, all and singular the above described premises, together with the appurtenances unto the part 1st of the second part, and to their heirs and assigns forever. And the said part 1st of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said part 1st of the second part, their heirs and assigns, against the said part 1st of the first part, and their heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said part 1st of the first part have hereunto set their hand and seal the day and year first above written.

Executed and Delivered in the Presence of

YAL DEE BELL

GAIL W. BELL

[SEAL]

[SEAL]

[SEAL]

[SEAL]

125035

THIS INDENTURE, made this 5th day of January, 1966,

between LELTON ALLEN, of the County of Lincoln, State of Idaho, and HAZEL ALLEN, of the County of Lincoln, State of Idaho, do hereby acknowledge, certify and warrant unto the said LELTON ALLEN and HAZEL ALLEN, and unto their heirs and assigns forever, all the following described real estate situated in the County of Lincoln, State of Idaho, to-wit:

Portions of Lot 8 and SE-1/4SE-1/4 of Section 7 Twp 3 South, Range 35 E.B.M. described as:

Beginning at a point North 57°51' E and 547 feet distant from the quarter corner of Sections 7 and 18, Township and Range aforesaid, running thence North 57°51' East 553 feet; thence North 30°5' East 960 feet to the NE corner of said Lot 8; thence S 78°3' East 912 feet to the point of beginning, ALSO Beginning at the NW corner of the SE-1/4SE-1/4, of said Section 7, thence E 1320 feet, thence S 275 feet, thence S 67°42' W 1414 feet, thence N 78°3' East to the place of beginning.

ALSO

Lot 9 Section 7 Township 3 South, Range 35 E.B.M.



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 part.ies... 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 part.ies... of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said part.ies... of the second part, their heirs and assigns, against the said part.ies... of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

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

Executed and Delivered in the Presence of

LELTON ALLEN [SEAL]
HAZEL ALLEN [SEAL]

[SEAL] JAN 20

12

WARRANTY DEED

COPY

Order No.:3020405841-S

FOR VALUE RECEIVED

Stanley M. Hill, an unmarried person

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

David W.J. Stanley, an unmarried person

whose current address is

354 North 300 West, Blackfoot1, ID 83221

the grantee(s), the following described premises, in Bingham County, Idaho, TO WIT:

Part of Section 8 Township 3 South, Range 35 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point that is South 89°56'55" East 519.56 feet along the latitudinal center line and North 50°33'05" East 475.54 feet from the West Quarter corner of said Section 8 to the True Point of Beginning, (the center of said Section 8 bears South 89°56'55" East 2618.57 feet from said West ¼ corner), said Point of Beginning being at the center line of the U.S. Army Corps of Engineers Channel and Levee Project No. BR-10; thence North 50°33'05" East 216.52 feet; thence South 00°03'05" West 418.81 feet to said Channel center line; thence along a non-tangent curve to the right 49.07 feet (Curve Data, Radius 163.70 feet, Delta 17°10'30", Chord Bears North 24°51'40" West 48.89 feet); thence along a curve to the left 135.45 feet (Curve Data, Radius 382.00 feet, Delta 20°19'00", Chord Bears North 26°25'55" West 134.75 feet; thence North 36°35'25" West 144.75 feet to the True Point of Beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights, and rights of way, apparent or of record.

And that he will warrant and defend the same from all lawful claims whatsoever.

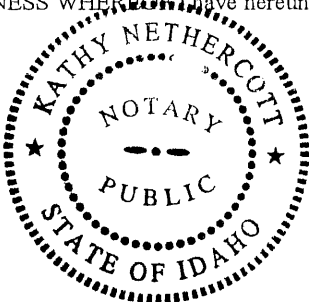
Dated: 6-17-2004

Stanley M Hill
Stanley M. Hill

State of Idaho }
County of Bingham } ss.

On this 17th day of June, in the year 2004 before me, a Notary Public in and for said state, personally appeared Stanley M. Hill known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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



Kathy Nethercott
Notary Public for the State of Idaho
Residing at: Blackfoot
Commission Expires: 3-11-08

JAN 2

WARRANTY DEED

This Indenture, Made the 19th day of January in the year of our Lord one thousand nine hundred and eighteen, between A. Whitten and Susan E. Whitten, his wife of the County of Bingham and State of Idaho, the parties of the first part, and J. F. Hamilton of the County of Bingham and State of Idaho, the party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Three Hundred and no/100 - - - - - (\$300.00) - - - DOLLARS, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged

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 that certain ~~xxxxxxx~~ water right ~~xxxxxxx~~ situate, lying and being in the County of Bingham and State of Idaho, and bounded and described as follows, to-wit:

Sixty (60) inches of water of the Blackfoot River; being a part of that certain water right of one thousand inches of the date of June 1st, 1885, decreed to A. Whitten and Susan E. Whitten August 1st, 1891 in that certain water decree as recorded in Judgment Book No. 1 at pages 107 to 116 of the records of Bingham County, Idaho.

50¢ 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, unto the said party of the second part, and to his heirs and assigns forever, and the said parties of the first part, and their heirs, and the said premises in a quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said parties of the first part and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend

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

Signed, Sealed and Delivered in the Presence of	
W. H. Stufflebeam	A. Whitten (SEAL.)
	Susan E. Whitten (SEAL.)
	(SEAL.)
	(SEAL.)

STATE OF IDAHO, } ss.
County of Bingham
I DO HEREBY CERTIFY, That on this 19th day of January in the year of 1918, before me, H. Stufflebeam, a notary Public in and for said County and State, personally appeared A. Whitten and Susan E. Whitten, his wife known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Blackfoot, Idaho, the day and year first above written.
(SEAL) My commission expires Nov. 13th, 1919.
(SEAL) W. H. Stufflebeam, Notary Public.
for Bingham County, Idaho, residing at Blackfoot therein.

WARRANTY DEED

Boo

No. 5380

CAPITAL NEWS PUBLISHING CO., BOISE 17420

This Indenture, Made the 19th day of December in the year of our
thousand nine hundred and eighteen, between
Annie A. Hamilton and John F. Hamilton, her husband,
of the County of Madison and State of Idaho, the parties of the first
part,
EDWARD HOFFMAN
of the County of Cache and State of Utah, the party of the second
part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of
One Hundred - - - - - Dollars
lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt
is hereby acknowledged

do by these presents grant, sell, bargain and convey and confirm unto the said party of the second part, and to
heirs and assigns forever, all that certain ~~lot xxxxxxxxxx~~ ^{water right} ~~xxxxxxx~~ situate, lying and being in

of Bingham and State of Idaho, and bounded and described as follows, to-wit:
Thirty-six (36) inches of water of the Blackfoot River, the same being a part
of that certain water right of one thousand inches of the date of June 1st, 18
decreed to A. Whitten and Susan E. Whitten August 1st, 1891, in that certain
as recorded in Judgement Book No. 1 at pages 107 to 116 of the records of Bingham
County, Idaho.

\$.50 I.R.S. attached and cancelled

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise
and the rents, issues and profits thereof

TO HAVE AND TO HOLD, All and singular, the said premises, together with the appurtenances and priv
incident, unto the said party of the second part, and to ~~his~~ heirs and assigns forever, and the said party
first part, and their heirs, and the said premises in a quiet and peaceable possession of the said party
part, his heirs and assigns, against the said parties of the first part and their heirs, and
every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents
defend

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

Signed, Sealed and Delivered in the Presence of
F. L. Davis

Annie A. Hamilton
John F. Hamilton

STATE OF IDAHO, } ss.
County of Madison
I DO HEREBY CERTIFY, That on this 19th day of December in the year of 1918
F. L. Davis, a notary public
in and for said County and State, per

Annie A. Hamilton, her husband,

WARRANTY DEED

J. F. Hamilton, and TO N. J. Thorstenberg
Annie A. Hamilton, his wife

Dated-May 20th, 1919-

Consideration- \$ 120.00-

Recorded-April 16th, 1920 at-

2:10 P.M., in Book "40" of Deeds at-

Page 550 of the records of Bingham County, Idaho-

Witness-

F.L.Davis-

John F. Hamilton (Seal)

Annie A. Hamilton (Seal)

Acknowledged by J.F.Hamilton and Annie A. Hamil-
ton, his wife, May 21st, 1919, before F.L.-
Davis, a Notary Public of Idaho, resid-
ing at Sugar City, Idaho. Sealed.-
Commission expires Mar. 27, 1923.

DESCRIPTION and REMARKS

The parties of the first part do hereby grant, bargain, sell, convey and confirm unto the party of the second part and to his heirs and assigns forever, all the following described water right in Bingham County, Idaho.

24 inches of water of the Blackfoot River; being a part of that certain water right of 1000 inches of the date of June 1, 1885, decreed to A. Whitten and Susan E. Whitten, August 1, 1891 in that certain water decree as recorded in Judgment book No. "1" at pages 107 to 116 of the records of Bingham County, Idaho.

To Have and To Hold in the quiet and peaceable possession of the said second party, his heirs and assigns forever, and the said first parties will warrant and forever defend.

50¢ I.R.S. attached and cancelled.

MORTGAGE

D. A. Jenkins, and
Evelyn Jenkins,

TO

Charles E. Crowford

Dated-February 10th, 1919-
Consideration- \$ 1000.00-
Recorded-March 10th, 1919 at-
4:22 P.M., in Book "42" of Mortgages at-
Page 441 of the records of Bingham County, Idaho-

Witness-

N.J.Thorstenburg-

D. A. Jenkins (Seal)
Evelyn Jenkins (Seal)

Acknowledged by D.A.Jenkins and Evelyn Jenkins,-
February 10th, 1919, before N.J.Thorstenburg-
a Notary Public of Idaho, Residing at-
Blackfoot, Idaho. Sealed. Commis-
sion expired July 25th, 1921.

DESCRIPTION and REMARKS

The parties of the first part do hereby grant, bargain, sell and convey unto the party of the second part and to his heirs and assigns forever, all the following described property in Bingham County, Idaho.

The lot number 9 of Section 7 in Township 35 E.B.M., in Idaho, containing 48.22 acres. Together with all ditches, ditch rights of way, and water rights thereto belonging.

This conveyance is executed to secure 3 notes of even date, two for \$333.65 each and one for \$333.70, due 1 year from date, drawing 8% annually.

20% I.R.S. attached to note and cancelled.

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF
IDAHO, IN AND FOR BINGHAM COUNTY.

May J. Brown, sole devisee and distributee :
of the Estate of John G. Brown, deceased, :
Plaintiff, :

vs

LIS PENDENS

Charles E. Crawford and Cora E. Crawford, :
his wife; D. A. Jenkins and Evelyn Jenkins :
his wife; N. J. Thorstenberg and Ida N. :
Thorstenberg, his wife; Chris Buckley and :
Hans Buckley, his wife, :
Defendants. :

NOTICE IS HEREBY GIVEN, That an action has been commenced in the above-entitled court by the above-named plaintiff and against the above-named defendants, and that said action is now pending therein; that the object and purpose of said action is to foreclose and determine the lien of a certain mortgage executed on June 16, 1916, by the defendants, Charles E. Crawford and Cora E. Crawford, his wife to John G. Brown, now deceased, for the principal sum of \$1500.00, executed by said defendants Charles E. Crawford and Cora E. Crawford, his wife to secure the payment of a certain promissory note for the principal sum of \$1500.00, executed by said defendant to the said John G. Brown, now deceased, and which mortgage described the following property in Bingham County, Idaho, to-wit:

Lot 9 of Section 7 in township 3 south of range 35 E. B. M., containing 48.22 acres, according to the Government survey; together with all ditches, ditch rights of way and water rights thereto appertaining and belonging and particularly the appropriated and used right of the grantors in and to the waters of Blackfoot River, together with $\frac{1}{4}$ share of the capital stock of the Eastern Idaho Water Company and 60 shares of the capital stock of Miners Irrigation Canal Company, together with all the right, title and interest of the grantors in and to all of the adjacent and adjoining unsurveyed lands which are appurtenant to the above described tract, and which are riparian or accretion lands.

Said mortgage is recorded in Book "34" of Mortgages at page 610 thereof, records of Bingham County, Idaho.

Said action is brought to foreclose and determine the lien of said mortgage and to foreclose the equity of redemption of the said defendants in and to the said mortgaged premises.

Dated the 8th day of June, 1929.

May J. Brown, Sole devisee and distributee of John G. Brown, deceased,
Plaintiff

By John W. Jones and Guy Stevens, Attorneys for
Recorded June 8, 1929 the Plaintiff, residing at Blackfoot, Idaho.
at 5:00 P. M. in Book "3" of the records of Bingham County, Idaho-
of LisPendens at page 313 of the records of Bingham County, Idaho-
the records of Bingham County, Idaho-

SHERIFF'S DEED ON FORECLOSURE

This Indenture, Made December 17th, 1945, between Chas. W. Belnap, Successor as Sheriff of J. D. Jensen, former sheriff, sheriff of Bingham County, Idaho, first party and John W. Jones, second party, Witnesseth:

Whereas, in and by a certain decree rendered by the District Court of the Sixth Judicial District of the State of Idaho, in and for Bingham County, on August 15th, 1929, and entered on August 15th, 1929, in a certain action then pending in said Court, ~~John G. Brown, sole devisee and distributee of the estate of John G. Brown,~~ ~~Stanford and Cora E. Crawford, his wife, etal were~~ ~~Adjudged and Decreed, that all and~~ ~~the complaint in said action, and speci-~~ ~~Bingham County, in the manner required by law, and according to the course and practice~~ of said Court, and that said Sheriff execute the usual certificate and deeds to the purchaser, as required by law; And a writ, reciting the material parts of said decree, and directing the said first party, as such Sheriff, to execute the said decree, by making the sale and applying the proceeds in conformity therewith, having been to said Sheriff directed and delivered, the said Sheriff did, at 10 A.M., on September 16th, 1929 after the public notice had been given, as required by laws of this State and the course and practice of said Court, duly sell at public auction, in front of the Court house in the City of Blackfoot, Bingham County, agreeably to the said decree, and the provisions of law, the premises in said decree mentioned; at which sale the premises in said decree, and hereinafter described, were fairly struck off to John W. Jones for the sum of \$3407.50 he being the highest bidder, and that being the highest sum bidden for the same; And the said John W. Jones thereupon paid to the said Sheriff the said sum of money so bidden by him; That the said Sheriff thereupon made and issued the usual certificate, in duplicate, of the said sale, in due form of law, and delivered one thereof to the said purchaser, and caused the other to be filed and recorded in Bingham County, Idaho in the County Recorder's Office; That more than one year has elapsed since the date of said sale, and no redemption has been made of the premises so sold, as aforesaid, by or on behalf of the said judgment debtors the said defendants, or by or on behalf of any other person;

Now This Indenture Witnesseth, That the said first party, the said Chas. W. Belnap, Sheriff, in order to carry into effect the sale so made by his successor as Sheriff as aforesaid, in pursuance of said decree, and in conformity to the statute in such case made and provided, and, also in consideration of the premises, and of the said sum of \$3407.50, so bidden and paid to said former Sheriff by the said purchaser, the said John W. Jones the receipt whereof is hereby acknowledged, has granted, and by these presents does grant, bargain, sell and convey, unto the said second party, and to his heirs and assigns, forever, All of the certain real estate situated in Bingham County, Idaho, and particularly described as follows, to-wit: Lot 9 of Section 7 in Township 3 South of Range 35 E.B.M., containing 48.22 acres, according to Government Survey; together with all ditches, ditch rights of way, water and water rights thereto appertaining and belonging, and particularly the appropriated and used right of the grantors in and to the waters of Blackfoot River together with one-fourth share of the capital stock of the Eastern Idaho Water Company, and 60 shares of the capital stock of Miners Irrigation Canal Company, corporations, together with all the right, title and interest of the grantors in and to all of the adjacent and adjoining unsurveyed lands which are appurtenant to the above described tract, and which are riparian or accretion lands. Together with the tenements, hereditaments and appurtenances thereto belonging or in

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DEED RECORD, BINGHAM COUNTY

No. 34653

WARRANTY DEED

THIS INDENTURE Made this 21st day of September, 1946, in the year of our Lord one thousand nine hundred and forty-six between John W. Jones, a bachelor, of Blackfoot, County of Bingham, State of Idaho, the part y of the first part, and Owen H. Jones, County of Bingham, State of Idaho, the part y of the second part.

WITNESSETH, That the said part y of the first part, for and in consideration of the sum of Two Thousand Five Hundred lawful money of the United States of America, to him in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents do make grant, bargain, sell, convey and confirm, unto the said part y 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 Nine (9) of Section Seven (7) in Township Three Three (3) South of Range Thirty-five (35) East of the Boise Meridian in Idaho, containing 40.22 acres, according to the government survey. Together with all ditches and ditch rights of way and water rights thereto appertaining and particularly the acquired and used water right of the grantor in Blackfoot River and right in west Side Ditch Company and stock of grantor therein for the irrigation thereof, and shares in Miners Irrigation Canal Company, together with all riparian and accretion lands belonging thereto.

Subject to any unpaid taxes thereon, which grantee assumes and agrees to pay.

\$2.75 I. R. S. Attached and Cancelled.

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, 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 part y 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 part y of the second part and to his heirs and assigns, forever, and the said part y of the first part and his heirs, the said premises in the quiet and peaceable possession of the said part y of the second part and his heirs and assigns, and 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

John W. Jones [SEAL]
[SEAL]
[SEAL]
[SEAL]

STATE OF IDAHO

County of Bingham.

On this 21st day of September, in the year 1946, before me Gregory Jones, a Notary Public in and for said State, personally appeared John W. Jones, a bachelor, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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.

My commission expires May 25, 1947. Gregory Jones, Notary Public for the State of Idaho, Residing at Blackfoot, Idaho.

THIS INDENTURE, Made this 20th day of November
 in the year of our Lord one thousand nine hundred and sixty-one
 between OWEN HARRY JONES, aka OWEN H. JONES, and LETHA HOFER JONES, husband
 and wife,
 of Blackfoot County of Bingham
 State of Idaho the part 1st of the first part, and
 Clarence C. Cox
 of Blackfoot County of Bingham
 State of Idaho the party of the second part,

WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of
 one and no/100 - - - - - DOLLARS,

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 other good and valuable consideration,
 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:

That portion of Lot 8, Sec. 7, Twp. 3 South, Range 35 East of Boise
 Meridian described as follows: Beginning at a point North 57° 51' East
 and 54.7 feet distant from the quarter corner of Sec. 7 and 18, Twp.
 and Range aforesaid, running thence North 57° 51' East 453 feet, thence
 North 30° 6' East 960 feet to the NE corner of said Lot 8, thence South
 783 feet, thence South 71° West 912 feet to the point of beginning.

Also that portion of the SE 1/4 of the SE 1/4 of Sec. 7, Twp. and Range
 aforesaid, described as follows: Beginning at the NW corner of the said
 SE 1/4 of the SE 1/4, thence East 1320 feet, thence South 275 feet,
 thence South 67° 42' West 1414 feet, thence North 783 feet to the place
 of beginning.

Also six inches and water stock in the Central Ditch Company and six
 inches stock in Riverton Dam Company.

The Lot 9 of Sec. 7 in Twp. 3 South of Range 35 East of Boise Meridian
 containing 46.22 acres according to the government survey together with
 all ditches and ditch rights of way and water rights thereto appertain-
 ing and particularly the acquired and used water rights of the grantors
 in Blackfoot River and right in West Side Ditch Company and stock of
 grantors therein for the irrigation thereof and shares in Miners Irr-
 igation Canal Company.

Together with all riparian and accretion lands belonging thereto.

Together with all tenements, hereditaments and appurtenances thereto
 belonging or in anywise appertaining, and all irrigation fixtures and
 equipment, plumbing and heating fixtures and equipment, including stoker
 and oil tanks.

Also transferred herewith is Miners Ditch Company certificate No. 106,
 Riverton Dam Company certificate No. 40, Central Ditch Company certifi-
 cate No. 29, Corbett Slough Ditch Company certificate No. 156, Miners
 Ditch Company certificate No. 751.

The above conveyance being made subject to the rights of Hazel Allen and
 Hazel Allen, as contract purchasers, of the above property, said Contract
 dated the 24th day of March 1960, unpaid balance of which as of November
 20, 1961 is \$14,250.00 plus accrued interest thereon at the rate of 5
 per annum from the 24th day of December 1960.

Portions of Lot 8 and the Southeast Quarter of the Southeast Quarter (SESE) of Section 7, Township 3 South, Range 35 East of the Boise Meridian, in Bingham County, Idaho, described as:

Bingham County, Idaho, described as:
Beginning, at a point North 57°51' East and 547 feet distant from the quarter corner of Sections 7 and 18, Township and Range aforesaid, running thence North 57°51' East 453 feet; thence North 30°06' East 960 feet to the Northeast corner of said lot 8; thence South 783 feet; thence South 71° West 912 feet to the point of beginning. ALSO Beginning at the Northwest corner of the Southeast Quarter of the Southeast Quarter (SESE) of said Section 7, thence East 1320 feet, thence South 275 feet, thence South 67°42' West 1414 feet, thence North 783 feet to the place of beginning.
Section 7: Lot 9, Township 3 South, Range 35 East of the Boise Meridian, Bingham County, Idaho



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 possession of the said parties... of the second part, their.... heirs and assigns, against the said parties... of the first part, and.... their.... heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

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

Executed and Delivered in the Presence of

SEAL

SEAL

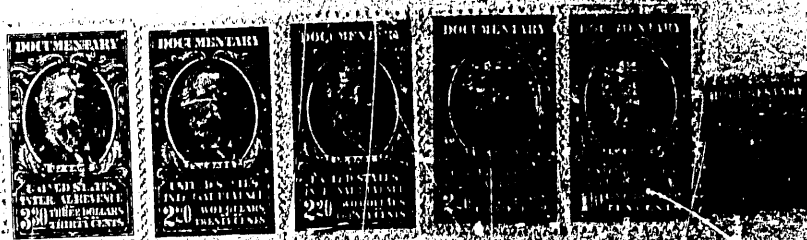
[SEAL

..[SEAL

THIS INDENTURE, made this 5th day of January, 1940, between VAL DEE BELL and GAIL W. BELL, husband and wife of Provo, County of Bingham, State of Utah, the parties of the first part and STANLEY M. HILL and DORIS D. HILL, husband and wife of Blackfoot, 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 Ten and no/100 Dollars lawful money of the United States of America and other valuable considerations 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 County of Bingham, State of Idaho, to-wit:

Portions of Lot 8 and SE-1/4SE-1/4 of Section 7, Township 3 South, Range 35 E.B.M. described as:
Beginning at a point North 57°51' E and 547 feet distant from the quarter corner of Sections 7 and 18, Township and Range aforesaid, running thence North 27°15' E 453 feet; thence North 30°6' East 960 feet to the NE corner of said Lot 8, thence S 71° W 912 feet to the point of beginning. ALSO Beginning at the NW corner of the SE-1/4SE-1/4, of said Section 7, thence E 1320 feet, thence S 275 feet, thence S 67°42' W 1414 feet, thence N 783 feet to the place of beginning.
ALSO
Lot 9 Section 7 Township 3 South, Range 35 E.B.M.



TOGETHER with all and singular the tenements, hereditaments and appurtenances therunto 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, 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 possession of the said parties of the second part, their heirs and assigns, against the said parties of the first part, and their heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

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

Executed and Delivered in the Presence of

Val Dee Bell [SEAL]
VAL DEE BELL
Gail W. Bell [SEAL]
GAIL W. BELL

125035

THIS INDENTURE, made this 5th day of January, 1966,
between MILLON ALLEN and HAZEL ALLEN, his wife,
of the County of Blaine, State of Idaho,
do hereby certify that we, the undersigned,
being duly sworn, depose and say that the within and 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 Blaine,
State of Idaho, and that we are the duly authorized representatives of the
County of Blaine, State of Idaho, and that we have no objection to the
recording of the within and foregoing instrument.

Portions of Lot 8 and SE-1/4SE-1/4 of Section 7 Twp 3 South, Range 35 E.B.M.,
described as:

Beginning at a point North 57°51' E and 547 feet distant from the quarter corner
of Sections 7 and 18, Township and Range aforesaid, running thence North 57°51' East
953 feet; thence North 30°6' East 960 feet to the NE corner of said Lot 8; thence S
783 feet; thence S 71° W 912 feet to the point of beginning, ALSO Beginning at the
NW corner of the SE-1/4SE-1/4, of said Section 7, thence E 1320 feet, thence S 275
feet, thence S 67°42' W 1414 feet, thence N 783 feet to the place of beginning.

ALSO

Lot 9 Section 7 Township 3 South, Range 35 E.B.M.



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 part.ies... 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 part.ies... of the first part, and their heirs, the said premises in the quiet and peaceable
possession of the said part.ies... of the second part, their heirs and assigns, against the said part.ies...
of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully
claiming or to claim the same shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said part.ies... of the first part have hereunto set their hand s
and seal... the day and year first above written.

Executed and Delivered in the Presence of

 [SEAL]
 [SEAL]
 HAZEL ALLEN [SEAL]
 [SEAL]

WARRANTY DEED

COPY

Order No.:3020405841-S

FOR VALUE RECEIVED

Stanley M. Hill, an unmarried person

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

David W.J. Stanley, an unmarried person

whose current address is

354 North 300 West, Blackfoot1, ID 83221

the grantee(s), the following described premises, in Bingham County, Idaho, TO WIT:

Part of Section 8 Township 3 South, Range 35 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point that is South 89°56'55" East 519.56 feet along the latitudinal center line and North 50°33'05" East 475.54 feet from the West Quarter corner of said Section 8 to the True Point of Beginning, (the center of said Section 8 bears South 89°56'55" East 2618.57 feet from said West ¼ corner), said Point of Beginning being at the center line of the U.S. Army Corps of Engineers Channel and Levee Project No. BR-10; thence North 50°33'05" East 216.52 feet; thence South 00°03'05" West 418.81 feet to said Channel center line; thence along a non-tangent curve to the right 49.07 feet (Curve Data, Radius 163.70 feet, Delta 17°10'30", Chord Bears North 24°51'40" West 48.89 feet); thence along a curve to the left 135.45 feet (Curve Data, Radius 382.00 feet, Delta 20°19'00", Chord Bears North 26°25'55" West 134.75 feet; thence North 36°35'25" West 144.75 feet to the True Point of Beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights, and rights of way, apparent or of record.

And that he will warrant and defend the same from all lawful claims whatsoever.

Dated:

6-17-2004

Stanley M Hill
Stanley M. Hill

State of Idaho }
County of Bingham } ss.
}

On this 17th day of June, in the year 2004 before me, a Notary Public in and for said state, personally appeared Stanley M. Hill known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

NAME	MINER'S DITCH SHARES	WATER RIGHTS, INCHES									
		TOTAL	Idaho	Corbett Slough	Kirkpatrick	Fox Whitten	Leon Mislin	John Mislin	.ft Irrig.	Robert Millen	James Welch
Empey	2.5	2.5			2.5						
McNutt	1.0	1.0			1.0						
Hoge/Ellsworth	36.5	36.5			36.5						
Kirkpatrick	5.0	5.0			5.0						
Lilya	5.0	5.0			5.0						
Collard	20.0	20.0				20.0					
Dechant	50.0	50.0			50.0						
Hinderager	76.5	75.7	66.7	9.0							
Hamilton	48.0	121.0		74.0		35.0	12.0				
Sub-total:	244.5	316.7	66.7	83.0	100.0	55.0	12.0	0.0	0.0	0.0	0.0
Bergeman, Ed	79.0	2.5	2.5								
Bergeman, David		2.0	2.0								
Christensen		1.5	1.5								
Petersen		1.0	1.0								
Smith		80.0	51.0			15.0					14.0
Hinderager	103.5	138.3	33.3	55.0					50.0		
Hill	93.7	77.7				24.0				41.7	12.0
Stokes		21.3		21.3							
Cushman		12.0		12.0							
Lindsey	43.5	53.5		10.0						43.5	
Mickelson	21.0	21.0		21.0							
Colson	5.0	5.0								5.0	
Haddon	4.0	4.0								4.0	
Bingham	5.0	5.0								5.0	
Carson	12.0	12.0	12.0								
Elison	5.8	5.8								5.8	
Sub-total:	372.5	442.6	103.3	119.3	0.0	39.0	0.0	0.0	50.0	105.0	26.0
Younie Ditch	151.5	151.5				31.5	120.0				
Giest	4.5	4.5				4.5					
GRANDTOTAL:	773.0	915.3	170.0	202.3	100.0	94.0	48.0	120.0	50.0	105.0	26.0
% of Total Water Rights:			18.6%	22.1%	10.9%	10.3%	5.2%	13.1%	5.5%	11.5%	2.8%

DITCH BRANCH	% OF TOTAL	% OF TOTAL
Riverton Road	31.6%	34.6%
Beyond concrete	48.2%	48.4%
Younie	19.6%	16.6%
Giest	0.6%	0.5%
Total:	100.0%	100.0%

DATES OF WATER RIGHTS

Leon Misslen	1873 & 1885
John Misslen	1874
Kirkpatrick	1878
Eastern Idaho	1880 & 1885 (64% & 36%)
Robert Millen	1885
Fox & Whitten	1885
James Welch	1886
Corbett Slough	(Snake River Water)
Blackfoot Irrig.	(Snake River Water)

Note: This list has been put together over the years as from best information able to find, but has not been confirmed and is not claimed to be 100% accurate.

Miner's Ditch Shareholders

Note: water is held separately; shares and inches water may not be same

Shareholder	Number Shares
Bergeman, Ed	4
Bingham, Paul	5
Bjornberg, Elaine	2
Breed, Michael	1
Brooks, Leroy	3
Burwell, Howard	1
Carson, Dave	12
Christensen, Spencer	0.5
Christiansen, Robert	4
Cloward, Jerry	1.5
Collard, Max	24
Colson, Bob	4
Cushman, Gene	12
Dechant, Louise	62
Ditto, Ken	2
Empy, Gary	2
Garza, Cerildo	16
Gerginov, Emil	1.5
Giest, Bruce	4
Haddon, Billy	4
Hamilton, Elouise	52.5
Harwell, Stan	2
Hendershott, Irving	5.67
Hershberger, Don	2
Hill, Stan	62.67
Hinderager, Larry	179.5
Johnson, Gordon	8
Lindsay, Kathy	23.33
Long, John	7.75
Mickelson, Loreen	2
Olsen, George	1.5
Olsen, George	1.5
Overdorf, Martha	1
Peterson, Roger	2
Rowe, Steve	1.5
Sauche, Rudy	0.5
Schmitt, Steve	15.5
Stecklein, Elmer	10
Stokes, Lloyd Dan	13
Tanner, Lyle	1
Thurman, Kirk	1
Vandersys, Gerald	3
Warren, John	1
Williams, Doug	3
Wing, B.	1
Zuezada, P.	1
Miners Ditch total:	568.42
Younnie Ditch	151.5
Grand total:	719.92



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809

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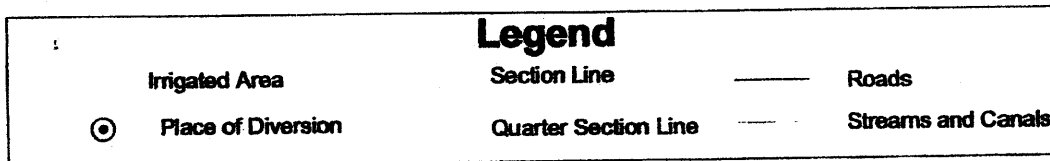
NOV 5 2004

CR3

27- 3C, 10543, 37 F

Water Right Claim Number 27-00003H
Township , 3S35E

12/18/2000



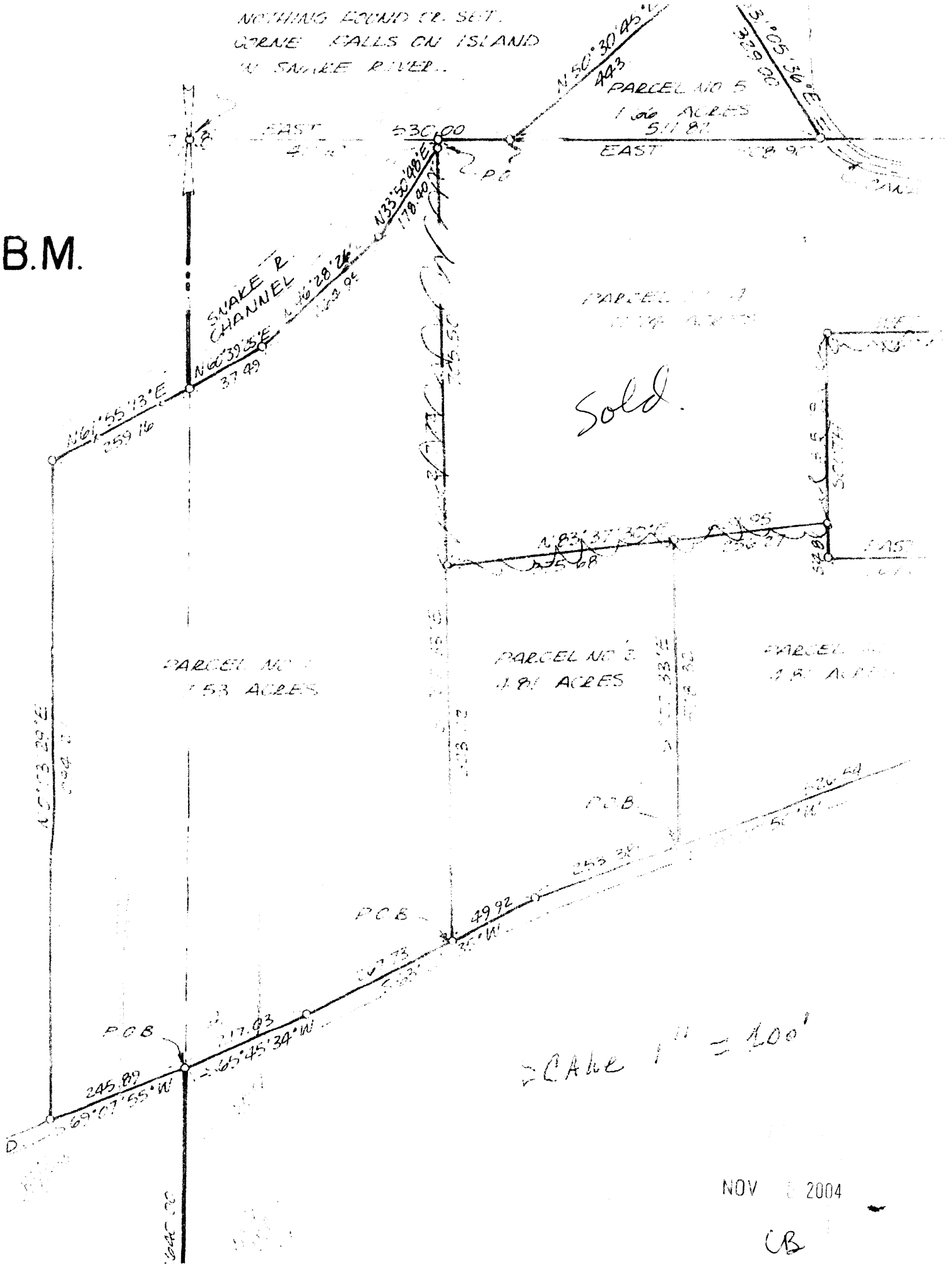
SPATIAL
DYNAMICS

split from 27-10543.

27-11939

NOTHING FOUND (L. SET)
CORNER FALLS ON ISLAND
IN SNAKE RIVER.

B.M.



Bird, Cindy

From: Bird, Cindy
Sent: Tuesday, January 06, 2004 2:17 PM
To: Carlsen, Ernie; Harold Jones (E-mail)
Subject: Stan Hill

hi,
What a mess:

Claim 27-10543 filed by Stan Hill was split into 27-11939 to 11943. Then 27-11981 was created to include Stan's portion of claim 27-10543.

Ernie did you amended 27-10543? What happens to the children of 27-10543 (27-11939 to 11943) and 29-11981? Did they file a new claim on 27-3C? Because 27-3 is overclaimed.

Thanks,
Cindy