

1/26/07

TAX MASTER INQUIRY - ADAMS COUNTY

PMPKEY: RP 15N01W090060 A YEAR 2006

BILL# 4405

TXPKEY: RP15N01W090060A

BILLED TO: CHASTAIN, RUSSELL L & VIVIAN

NAME CHASTAIN, RUSSELL L & VIVIAN

CODE AREA 14-0000

ACCT TYP

BANK

FLB

OWNER GP

PUP

ADDRESS PO BOX 870

MARKET VALUE

662

HARDSHIP

HOMEOWNER

COUNCIL

ID 83612-0870

NET MARKET

662

TAX AMOUNT

4.50

LEGAL

T15N R1W SEC 9

LESS: CIRCUIT

PT NE4NE4 S & W OF OLD HWY 95

PLUS: SPECIALS

11.00 AC

NET TAX BILLED

4.50

TAX PAYMENTS

4.50

TAX CANCELLED

SPEC CANCELLED

REMAINING TAX DUE

NEXT PARCEL# RP _____ A OR NEXT BILL# RP _____ 2006

F3=EXIT F14=OTHER TAXES F2=PRT SCREEN F5=PAYMNTS F6=TRANSACTIONS F24=MORE

F4=TAX COMMENTS

TIMBERLINE TITLE AND ESCROW, INC.
P. O. Box 6, Council, Idaho 83612
Phone: 208-253-6886
FAX: 208-253-6887

INVOICE

Russ Chastain

DATE: 3-6-07
OUR NO:
YOUR NO.:
NAME:

Property owner search

\$50.00

Thank you!

NOTE: PLEASE REFERENCE OUR ORDER NUMBER AND THE BILLING DATE TO
RECEIVE PROPER CREDIT FOR YOUR PAYMENT. THANK YOU.

The United States of America

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

Certificate No. 1148

WHEREAS, William W Billings of Washington County, Idaho has deposited in the GENERAL LAND OFFICE of the United States a Certificate of the Register of the LAND OFFICE at Boise, Idaho, whereby it appears that full payment has been made by the said William W Billings according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the Acts supplemental thereto, for the

South half of the south east quarter of section four, the North east quarter of the North east quarter of Section nine and the North west quarter of the North west quarter of Section ten in Township fifteen North of Range one West of Boise Meridian in Idaho, containing one hundred and sixty acres,

according to the Official Plat of the Survey of the said lands, returned to the GENERAL LAND OFFICE by the Surveyor General, which said Tract has been purchased by the said William W. Billings

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAVE GIVEN AND GRANTED, and by these presents DO GIVE AND GRANT, unto the said William W Billings and to his heirs, the said Tract above described;

TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, therunto belonging, unto the said William W Billings and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

In testimony whereof I, Benjamin Harrison President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.



GIVEN under my hand, at the City of Washington, the eleventh day of December, in the year of our Lord One thousand eight hundred and ninety one and of the Independence of the United States the one hundred and sixteenth

By the President: Benjamin Harrison

By M McKean Secretary

D P Roberts Recorder of the General Land Office.

Recorded Vol 4 page 80

Filed for record at the request of O M Harvey, April 28th 1892 at 11:45 A M

1 F Smith,

County Recorder

Fees \$1.50

(Deeds 5-197)

This Indenture, made the sixteenth day of August in the year of our Lord One Thousand Eight Hundred and Ninety between William Billings and Sarah R. Billings, his wife, parties of the first and Allie Logan, party of the second part,

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Eighteen Hundred Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second party of the second part, the receipt whereof is hereby acknowledged doth by these presents bargain, sell, convey & confirm unto the said party of the second part and to her heirs and assigns forever all that certain lot, piece or parcel of land, situated Washington County of Idaho State and bounded and particularly described as follows to wit:

The South Half (S²) of (S. E) South East Quarter of Section (4) Four and North East Quarter (N. E.⁴) of North East Quarter (N. E.⁴) Section Nine (9) & North West Quarter (N.W.⁴) of (N. W.⁴) North Quarter Section (10) Ten all in Township (15) Fifteen North of Range One (1) West, containing 160 acres, the title thereto and the possession thereof by the party of the second part, the party of part will forever warrant and defend.

Together all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders rents, issues and profits thereof.
To Have and to Hold all and singular the said premises, together with the appurtenances unto said party of the second part and to her heirs and assigns forever.

In Witness Whereof the said parties of the first part has hereunto their hands and seals the day and year first above written.

Signed, Sealed and Delivered

William Billings

In the presence of

Sarah R. Billings

R. E. Wilson

E. R. Harrington

Territory of Idaho }
County of Washington } ss

On this sixteenth day of August A. D. 1890, personally appeared before R. E. Wilson Notary Public in and for said County William Billings and Sarah R. Billings known to me to be the identical persons described in and who executed the foregoing instrument and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

And the said Sarah R. Billings having been by me first made acquainted with the contents of said instrument acknowledged to me on examination apart from and without the hearing of her husband and that she subscribed to the same freely and voluntarily and without fear or compulsion or undue influence of her husband and that she has no wish to retract the execution of the same.

In Witness Whereof, I have set my hand and affixed my official seal the day and year in this certificate first above written.

(Seal)

R. E. Wilson

Notary Public

Recorded at the request of B. W. Watlington, Sept 8th 1890 at 5 minutes past nine o'clock A. M.

O. M. Harvey

Recorder

By W. W. Eckles

Deputy

This Indenture, made this fourth (4) day of January A. D. 1893 between Allie Logan and Daniel M. Logan, her husband of Washington County, in the State of Idaho, of the first part and Joseph Arbuckle of Washington County in the State of Idaho of the second part,

Witnesseth, That said parties of the first part in consideration of the sum of Seventeen Hundred (1700/00) Dollars, lawful money of the United States of America to them in hand paid by the said party of the second part, the receipt of which is hereby acknowledged do, by these presents grant, bargain, sell and convey unto said party of the second part his heirs and assigns forever all the following described real estate, situated in the County of Washington and State of Idaho bounded and particularly described as follows to wit:

The South Half (1/2) of South East Quarter (1/4) of Section Four (4) and North East Quarter (1/4) of North East Quarter (1/4) of Section Nine (9) and North West Quarter (1/4) of North West Quarter Section Ten (10) all in Township Fifteen (15) North of Range One (1) West, containing one hundred and sixty (160) acres.

The title thereto and the possession thereof by the party of the second part, the parties of the first part will forever warrant and defend, This conveyance is made subject to a certain mortgage and note of \$800/00 dated April 1, 1892 given by said Allie and Daniel M. Logan to the New England Mortgage Security Company and secured by said property which mortgage and note the said Joseph Arbuckle hereby assumes and agrees to pay.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining forever and the reversion and reversions, remainder and remainders, rents, issues and profits forever.

To Have and to Hold all and singular the said premises, together with the appurtenances unto said party of the second part and to his heirs and assigns forever. The grantees herein pays all taxes for the year 1892.

In Witness Whereof the said parties of the first part have hereunto set their hand and seals the day and year first above written.

Witness:

Mrs Allie Logan (Seal)

M. A. Hayes

Daniel M. Logan (Seal)

Robt L. Winter

State of Missouri }
County of Jackson } ss

On this 4th day of January A. D. 1893, personally appeared before me, Robert L. Winter, Notary Public in & for said County, Allie Logan and Daniel M. Logan, her husband, known to me to be the identical persons described in and who executed the foregoing instrument and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

And the said Allie Logan having been by me first made acquainted with the contents of said instrument acknowledges to me on examination, apart from and without the hearing of her husband that she subscribed to the same freely and voluntarily without fear or compulsion or undue influence of her husband and that she has no wish to retract the execution 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,

Robert L. Winter

(Seal)

Notary Public

Filed and recorded at the request of Joseph Arbuckle January 16, 1893 at 12 M.

I. F. Smith

Fee 1/75

Ex Officio County Recorder

This Indenture, made this 21st day of September in the year of our Lord, One Thousand Nine Hundred and Six, between Henry Shaw a widower of Council, County of Washington, State of Idaho, the party of the first part and C. A. Barbour of Council, County of Washington, 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 Six Hundred Dollars (\$600.00) 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 has granted, bargained and sold and by these presents does 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 situate in the County of Washington, State of Idaho towit:

The North West Quarter of the North West Quarter of Section Ten (10) Township Fifteen (15) North, of Range One (1) West B. M. containing forty acres (40) less a strip off the same heretofore deeded by the grantor herein to George Shaw on the 26th day of May 1906 which strip is bounded and described as follows towit:

Commencing for the same at the south east corner of the North West Quarter of the North West Quarter of Section Ten (10) Township Fifteen (15) North of Range One (1) West B. M. running thence north along the east line of said quarter to the point where said east line crosses the eastern boundary of the County road running from Indian Valley to Council Idaho, thence in a south westerly direction along the eastern boundary of said road to the point where said boundary line intersects the southern boundary of said North West Quarter of the North West Quarter of Section Ten (10), thence east along said southern boundary line to the place of beginning, containing three (3) acres more or less; also all waters, water rights, dams, ditches, flumes and irrigating works of whatever nature used upon, belonging to or appurtenant to said lands.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainders 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 party of the first part.

To Have and to Hold all and singular the above mentioned and described premises, together with the appurtenances unto the party of the second part and to his heirs and assigns forever.

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

In Witness Whereof the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered

Henry Shaw (Seal)

In the presence of

A. L. Freehafer

State of Idaho)
County of Washington) ss

On this 21st day of September in the year 1906 before me A. L. Freehafer a Notary Public in and for said County, personally appeared Henry Shaw a widower 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.

A. L. Freehafer

(Notarial)
(Seal)

Notary Public

My commission expires July 4, 1908.

Filed for record at request of A. L. Freehafer at 2:30, o'clock P. M. September 28, 1906.

Frank E. Smith

Ex Officio Recorder

(Deeds 12-231)

THIS DEED OF BARGAIN AND SALE made and executed the 15th day of June A. D. 1901, between the New England Mortgage Security of the County of Windham, State of Connecticut, party of the first part, and Charles W. Conway, and Warren^H Conway, of the County of Washington, State of Idaho, the parties of the second part.

WITNESSETH that the said party of the first part for and in consideration of the sum of Four Hundred Dollars, in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, has granted, and sold, and by these presents grant, bargain, sell, convey and confirm unto the said parties of the second part and to their heirs and assigns forever the real estate in the County of Washington and State of Idaho, described as follows, to-wit:

The South half of the South east quarter of Section Four and the North east quarter of the North east quarter of Section nine and the North west quarter of the North west quarter of Section Ten, Township fifteen North of range One West of the Boise Meridian and containing one hundred and sixty acres more or less, together with all water rights appertaining.

The intention being to convey hereby an absolute title in fee to said real estate.

TO HAVE AND TO HOLD the premises above described, with all the appurtenances, thereto belonging, unto the said second parties their heirs and assigns forever. The said New England Mortgage Security Company, hereby covenanting for its self and its successors and assigns, that the above described premises are free from any encumbrance; and has full right power and authority to sell the same; and that it will warrant and defend the title unto the said party of the second part, their heirs and assigns, against the claims of all persons whomsoever lawfully claiming or to claim the same, excepting taxes of 1899 and subsequent years.

IN WITNESS WHEREOF the said party of the first part has hereunto set its hand and affixed its corporate seal the day and year first above written.

Witnesses: A N Henn
Herbert P Dodge

(SEAL)

THE NEW ENGLAND MORTGAGE SECURITY COMPANY

By W. G. Bosworth, President.

State of New York,
New York County

I. R. 50 cts cancelled

On this 15th day of June, 1901, before me, M. L. Seamans, a Notary Public in and for said County, came the New England Mortgage Security Company, by W G Bosworth, its President, to me personally known to be the identical person who executed the foregoing deed, and who, being by me duly sworn, did say that he is the President of the New England Mortgage Security Company and that the seal attached to the above deed is the corporate seal of said Company and that said deed was signed and sealed in behalf of said Company, under the authority conferred upon him by its Board of Directors, and said W G Bosworth acknowledged the execution of the deed to be the voluntary act and deed of said corporation by him voluntarily done and executed for the purposes therein mentioned.

WITNESS my hand and official seal the 15th day of June 1901

(S E A L)

M. L. Seamans,
Notary Public, Kings County.
Certificate filed in New York County.

Filed at the request of Chas W Conway this 2nd day of September 1901 at 9 o'clock A.M

Fees \$1.45

I, F. Smith

Recorder

(Deeds 11-342)

(Needs 12-37)

This Indenture, made and executed this 5th day of October A. D. 1895 by and between John F. F. Brewster and Martha C. Brewster his wife of the County of Suffolk and State of Massachusetts, parties of the first part and The New England Mortgage Security Company, of the County of Windham and State of Connecticut, party of the second part,

Witnesseth, That the said parties of the first part, for and in consideration of the sum of One Dollar & other valuable considerations the receipt whereof is hereby acknowledged do forever quit claim unto the said party of the second part and its successors and assigns all their interest, claim or demand in and to the following described real estate, situated in the County of Washington and State of Idaho, to wit:

The South Half of the South East Quarter of Section Four (4) & the North East Quarter of the North East of Section Nine (9) and the North West Quarter of the of the North West Quarter of Section Ten (10) all in Township Fifteen (15) North Range One (1) West of the Boise Meridian, together with all water, water rights, irrigating ditches, aqueducts, canals, appropriations, franchises & privileges upon, leading to, connected with or usually had and enjoyed in connection with said premises & and every part and parcel thereof, containing one hundred & sixty (160) acres more or less according to the United States Government Survey.

To Have and to Hold the Same, with all the appurtenances thereto belonging unto the said party of the second part and its successors and assigns forever.

And the said Martha C. Brewster hereby relinquishes all her right of dower in the above described premises.

In Testimony Whereof the said parties of the first part have hereunto set their hand _ the day and year first above written.

Witnesses

Herbert B. Dodge

Herbert R. Coe

State of Massachusetts } ss
Suffolk County }

John F. F. Brewster ()

Martha C. Brewster ()

Be it remembered that on the 5th day of October A. D. 1895 before the undersigned a Notary Public in and for said County, personally appeared John F. F. Brewster & Martha C. Brewster his wife to me personally known to be the identical persons whose names are subscribed to the foregoing deed as grators and acknowledged the instrument to be their voluntary act and deed and that the executed the same for the purposes therein mentioned.

Witness my hand and seal the day and year last above written.

(Seal)

{ U. S. Rev
10 cts
I. F. Smith
Nov, 23, 1898 }

John P. R. Sherman

Notary Public

Recorded Nov. 22nd 1898 at 2, o'clock P. M.

I. F. Smith

Fees \$1.25

Recorder

(Deeds 8 - 628)

This Indenture, made this third day of May in the year of our Lord, One Thousand Eight Hundred and Ninety Five between Joseph W. Arbuckle and Margaret Arbuckle husband and wife of the County of Washington, State of Idaho, of the first part and John F. F. Brewster of Boston, County of Suffolk, State of Massachusetts of the second part,

Witnesseth, That the said parties of the first part, for and in consideration of the sum of "One Dollar" in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged and the said party of the second part forever released and discharged therefrom, have granted, bargained, sold, remised, released, alienated and confirmed and by these presents do grant, bargain, sell, remise, release, alien and confirm unto the said party of the second part and to his heirs and assigns forever, all the following described lot piece or parcel of land, situated in the County of Washington and State of Idaho and known and described as follows to-wit:

The South Half of the South East Quarter of Section Four (4) and the North East Quarter of the North East Quarter of Section Nine (9) and the North West Quarter of the North West Quarter of Section Ten (10) all in Township Fifteen (15) North of Range One (1) West of the Boise Meridian containing one hundred and sixty (160) acres more or less according to the United States Government Survey, together with all water, water rights, irrigating ditches, aqueducts, canals, appropriations, franchises and privileges upon, leading to, connected with or usually had and enjoyed in connection with said premises and every part and parcel thereof.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever of the said parties of the first part, either in law or equity of, in and to the above bargained premises with the hereditaments and appurtenances.

To Have and to Hold the said premises above described described with the appurtenances unto the said party of the second part his heirs and assigns forever. And the said parties of the first part, for their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said party of the second part, his heirs and assigns, that at the time of the enrolling and delivery of these presents they are well seized of the premises above conveyed as of a good, sure, perfect, absolute, and indefeasible estate of inheritance in law in fee simple and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, that the same are free and clear of all former or other grants, bargains, sale, liens, assessments and incumbrances of what kind or nature soever except one certain mortgage for \$800.00 dated April 19th 1892 given by Allie Logan in her own right and Daniel M. Logan wife and husband to John F. F. Brewster recorded in Book 2 of Mortgages Page 757 of records of said Washington County.

And the above bargained premises in the quiet and peaceable possession of the said party of the second part his heirs and assigns, against all and every person and persons lawfully claiming or to claim the same or any part thereof the said parties of the first part shall warrant and defend.

In Witness Whereof the said parties of the first part have hereunto set ~~the~~ their hands and seals the day and year first above written.

Signed, Sealed and Delivered Joseph W. Arbuckle (Seal)

In presence of Margaret Arbuckle (Seal)

J. W. Wilson

Martin Hannan

State of Idaho)
) ss
County of Washington)

On this third day of May in the year 1895, before me, S. R. Denney a Justice of the Peace in and for said County and State, personally appeared Joseph W. Arbuckle and Margaret Arbuckle husband and 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. And on this, third day of May in the year 1895, before me S. R. Denney a Justice of the Peace, personally appeared Margaret Arbuckle the wife of the above named Joseph Arbuckle known to me to be the person whose name is subscribed to the within and foregoing instrument described as a married woman and upon an examination without the hearing of her husband I made her acquainted with the contents of the instrument and thereupon she acknowledged to me that she executed the same and that she does not wish to retract such execution.

In Witness Whereof I have hereunto set my hand and official seal the date last above written.

S. R. Denney

Justice of the Peace

Filed 13th May 1895 at 11, o'clock A. M. at request of O. M. Harvey

I. F. Smith

Fee \$1.75

Ex Officio Recorder

This Indenture, made and entered into this 16th day of March in the year of our Lord One Thousand Eight Hundred and Ninety Five, between David Allison, Assessor and Ex Officio Tax Collector of the County of Washington, in the State of Idaho, party hereto of the first part, and John F. F. Brewster of the City of Boston, State of Massachusetts party hereto of the second part,

Witnesseth, That, Whereas F. M. Hubbard at the time of the sale hereinafter spoken of as Assessor and Ex Officio Tax Collector of said County of Washington, by virtue of and in conformity with an Act of the Legislature of the Territory of Idaho, entitled "An Act to regulate the manner of collecting Territorial and County Revenue in Idaho Territory" approved January 15, 1875, and all acts amendatory thereof or supplementary thereto, did, on the third Monday of December A. D. 1893, deliver to the Auditor of said County a complete delinquent list of all persons and property then owing taxes thereon in said County and to said County and State, which said delinquent list did include the property first hereinafter described and thereafter did duly levy upon said property described as aforesaid for taxes due the State of Idaho and to the County of Washington, together with the costs and charges due thereon.

That said property was duly assessed for the year 1893 for County and State taxes at \$930/00 to J. W. Arbuckle and the same was liable and subject to taxation, that said taxes were not and had not been paid and at the time of the sale hereinafter mentioned still remained due and unpaid. That publication of the intention to sell for the said delinquent taxes was made as provided by law, that in said publication was given the name of the owner (when known) of all real estate, of all the improvements, together with such condensed description of the property that it might be easily known and also a similar condensed description of any real estate or improvements, assessed to unknown owners, and also the name of every party delinquent for any tax on personal and also opposite each name or description was given the amount of taxes, including the costs as provided by law due from each delinquent person or property, the said publication was made by one insertion one time a week for three successive weeks in the Weiser Signal, a newspaper published in said County of Washington. That said insertions were made and published one on the 21st day of December A. D. 1893, one on the 28th day of December A. D. 1893, one on the 4th day of January A. D. 1894: That said publication did designate the time and place of commencing the sale, which time was not less than forty two nor more than fifty days from the first appearance of said publication, and the place so designated was in front of the court house of said County of Washington; That the property assessed, levied upon and advertised, situate, lying and being within said County of Washington and described thus:

South $\frac{1}{2}$ of South East $\frac{1}{4}$ of Section 4 and North East $\frac{1}{4}$ of North East $\frac{1}{4}$ of Section 9 and North West $\frac{1}{4}$ of North West $\frac{1}{4}$ of Section 10 all in Township 15, North of Range 1 West of Boise Meridian, containing 160 acres .

Was by the said F. M. Hubbard, Assessor and Ex Officio Tax Collector of said County of Washington, on the seventh day of February A. D. 1894 in accordance with law, offered for sale to pay said taxes, with the costs and charges due thereon, at public auction in front of the County Court House in said County, That at said auction A. W. Ocobock was the bidder, who was willing to take the least quantity or smallest part of the said property and pay the taxes and costs due thereon (including One Dollar for this certificate of sale) which taxes, costs and certificate amount to Thirty Five and 69/100 Dollars, that the said least quantity or smallest part of the said property as hereinafter described to wit:

All of the above described real estate, was by the said F. M. Hubbard, Assessor and Ex Officio Tax Collector as aforesaid, sold and struck off to the said A. W. Ocobock subject to redemption pursuant to law, who paid the full amount of said taxes, costs and charges and thereupon became the purchaser of the last described property, and whereas no person has redeemed the property so sold, during the time allowed by law for its redemption, and stated in the certificate of sale therefor, and whereas the said A. W. Ocobock has duly assigned his certificate of sale and all his rights thereunder unto the said party of the second part as appears from said certificate of sale and assignment thereof now on file in the Tax Collectors Office in said County.

Now, Therefore, This Indenture, Witnesseth, That I, David Allison, Assessor and Ex Officio Tax Collector as aforesaid by virtue and in pursuance of the Statutes in such cases made and provided for and in consideration of the sum of Thirty Five and 69/100 Dollars to me in hand paid, the receipt of which is hereby acknowledged, have granted, bargained, sold, conveyed and confirmed and by these presents do grant, bargain, sell, convey and confirm unto the aforesaid John F. F. Brewster and to his heirs and assigns forever the said property as fully and absolutely as I David Allison, Assessor and Ex Officio Tax Collector as aforesaid, may or can lawfully sell and convey the same, that is to say, all and singular the property above and last described in this deed.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, possession and claim as well in law as in equity of the said J. W. Arbuckle of Washington County, Idaho and of all owners and claimants thereof and of all owners or claimants of any interest present or future therein or any lien upon, in or to the above described property and every part and parcel thereof with the appurtenances or which said owners or claimants had or possessed on the day of said levy or assessment.

QUIT CLAIM DEED.

THIS INSTRUMENT, Made this twenty-eighth day of September, in the year of our Lord one thousand nine hundred and fifteen between Nancy M. Barbour, divorcee and unmarried woman, of Council, County of Adams, State of Idaho, the party of the first part and Charles A. Barbour, of Council, County of Adams, 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 her receipt whereof is hereby acknowledged, in hand paid by the said party of the second part, release and forever QUIT CLAIM, unto the said party of the second part, and to his heirs and assigns, all that certain real estate situate, lying and being in the County of Adams, State of Idaho, bounded and particularly described as follows, to-wit:-

The South-east Quarter of the North-east Quarter of Section Nine (9); the North-west Quarter of the South-west Quarter, the South-west Quarter of the North-west Quarter, and the North-west Quarter of the North-west Quarter of Section Ten, (10), all in Township Fifteen (15) North of Range One (1) West of Boise Meridian, in Idaho; EXCEPTING therefrom a parcel of land being a portion of the said North-west Quarter of the North-west Quarter of said Section Ten, (10) said Township and range, bounded and described as follows, to-wit:- Commencing therefor at the South-east Corner of the said North-west Quarter of the North-west Quarter of said Section Ten, (10), said Township and range, running thence North along the East line of said Quarter to a point where said East line intersects the eastern boundary of the county road running from Indian Valley to Council, Idaho, thence in a south-westerly direction along the eastern boundary line of said road, to a point where said boundary line of said road intersects the South boundary line of North-west Quarter of the North-west Quarter of said Section Ten (10), said Township and range, thence East along said South Boundary line to the point and place of beginning; there also being conveyed hereby together with said land, all waters, water-rights, dams, ditches, flumes and irrigating works of whatever nature, used upon, connected with or in any wise appertaining to said lands hereby conveyed,

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

TO HAVE AND TO HOLD, All and singular, the said premises, together with the appurtenances, unto the 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 her hand and seal, the day and year first above written.

Nancy M. Barbour (SEAL)

State of Idaho)
County of Canyon) ss.

On this 30th day of September, 1915, before me, the undersigned, a Notary Public in and for the said County and State personally appeared Nancy M. Barbour, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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

(SEAL)
Martin O. Luther
Notary Public
Canyon County, Idaho.

Martin O. Luther
Notary Public
Residing at Payette, Idaho.

I. R. \$1.00 Can.

Recorded at the request of C. A. Barbour at 45 minutes past 2 o'clock P. M.,
this 6th day of Oct., A. D. 1915.

Fees, \$1.40

C. W. Holmes Ex-Officio Recorder

INSTRUMENT NO. 4740.

W A R R A N T Y D E E D.

THIS INDENTURE, Made this 27th day of September, in the year of our Lord one thousand nine hundred and fifteen between Charles A. Barbour, also known as C. A. Barbour, divorced and unmarried man, of Council, County of Adams, State of Idaho, the party of the first part, and DAVID BUREN of Council, County of Adams, 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 TWENTY-FIVE HUNDRED DOLLARS, 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, has granted, bargained and sold, and by these presents does 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 the County of Adams, State of Idaho, and described as follows, to-wit:-

The North-west Quarter of the North-west Quarter of Section Ten (10), Township Fifteen (15) North of Range One (1) West of Boise Meridian; EXCEPTING THEREFROM, that portion thereof bounded and described as follows, - Commencing therefor at the South-east corner of the said North-west Quarter of the North-west Quarter of said Section Ten (10) said Township and range, running thence North along the East side of said Quarter to a point where said East line intersects the Eastern boundary of the County Road running from Indian Valley to Council, Idaho, thence in a South-westerly direction along the Eastern boundary of said road to a point where said boundary line of said road intersects the South Boundary line of said North-west Quarter of the North-west Quarter of said Section Ten (10), said Township and Range, thence East along said South boundary line of said Quarter to the place of beginning, Together with all waters, water-rights, dams, ditches, flumes, and irrigating works of whatever nature used upon, belonging to or in anywise appertaining to the said lands hereby conveyed.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the ^{reversion and} reversions, remainder and remainders, rents, issues and profits thereof, and all the right, title and interest in and to said property, as well in law as in equity, of the said party of the first part,

This conveyance is made subject to one certain mortgage on said premises for the sum of Six Hundred Dollars, (\$600.00) held by Emily A. Bramblee, dated April 20th, 1914, due five years after date, with interest at ten per cent. per annum, and also subject to the taxes on said premises for the year 1915, which said mortgage and its interest and said taxes the said party of the second part hereby assumes and agrees to pay.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances unto the party of the second part, and to his heirs and assigns forever. And the said party of the first part, and his heirs, the said premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will WARRANT and by these premises forever DEPEND, except as against the said mortgage and interest thereon and taxes hereinbefore mentioned.

5 pg 84885

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

I. R. \$2.00 Canceled.

Charles A. Barbour (SEAL)

State of Idaho)
(ss.
County of Adams)

On this 6th day of October, 1915, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Charles A. Barbour, also known as C. A. Barbour, 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 Notarial Seal, the day and year in this certificate written.

(SEAL)
P. A. McCallum
Notary Public
Adams County, Idaho.

P. A. McCallum
Notary Public
Residing at Council, Idaho.

Recorded at the request of Dave Duree at 47 minutes past 2 o'clock P. M., this 6th day of Oct., A. D. 1915.

Fees. \$1.40

C. W. Holmes Ex-Officio Recorder

89-111111

THIS INDENTURE, Made this twenty eighth day of July in the year of our Lord nineteen hundred and nineteen, between DAVID DUREE AND ELLA DUREE, his wife, of Council, County of Adams, State of Idaho, the parties of the first part, and EDWARD AUSTIN, of Council, County of Adams, 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 TWENTY FIVE HUNDRED and NO/100 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, 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 Adams County, State of Idaho, to wit:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION TEN, TOWNSHIP FIFTEEN, NORTH OF RANGE ONE WEST, B. M. , excepting therefrom THAT PORTION THEREOF BOUNDED AND DESCRIBED AS FOLLOWS:- COMMENCING THEREFOR AT THE SOUTH-EAST CORNER OF THE SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION TEN, said TOWNSHIP AND RANGE, RUNNING THENCE NORTH ALONG THE EAST SIDE OF SAID QUARTER TO A POINT WHERE SAID EAST LINE INTERSECTS THE EASTERN BOUNDARY OF THE COUNTY ROAD RUNNING FROM INDIAN VALLEY TO COUNCIL, IDAHO, THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE EASTERN BOUNDARY OF SAID ROAD TO A POINT WHERE SAID BOUNDARY LINE OF SAID ROAD INTERSECTS THE SOUTH BOUNDARY LINE OF OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION TEN, SAID TOWNSHIP AND RANGE, THENCE EAST ALONG SAID BOUNDARY LINE OF SAID QUARTER TO THE PLACE OF BEGINNING, TOGETHER with all waters, water rights, dams, ditches, flumes and irrigating works of whatever nature, used upon, belonging to or in anywise appertaining to said lands hereby conveyed.

It is understood and agreed that second party assumes a certain mortgage from David Duree and Ella Duree, his wife, to the State of Idaho, bearing date November 16, 1917, for the sum of \$1000.00 due five years after date, interest at 6% per annum.

TOGETHER, With all and singular the tenements, herditaments and appurtenances thereunto 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 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 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, 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
hersunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered

DAVID DUREE. (SEAL)

in the Presence of _____

ELLA DUREE. (SEAL)

6/18/23

I. R. \$1.50 attached and cancelled

STATE OF IDAHO

SS

COUNTY OF ADAMS

On this day 28th of July, in the year 1919, before me J. A. Carr,
a Notary Public in and for said State, personally appeared David Duree
and Ella Duree, his 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 hersunto set my hand and affixed my
official seal, the day and year in this certificate first above written.

SEAL
J. A. Carr
Notary Public
State of Idaho.

J. A. Carr, Notary Public
residing at Council, Idaho.

Recorded at the request of Edward Austin at 4 o'clock P. M.
this 28th day of July A. D. 1919.

Fees \$1.20

Matilda Moser,

Ex-Officio Recorder.

THIS INDENTURE, made this Ninth day of November in the year of our Lord
 Nineteen hundred and twenty, between EDWARD AUSTIN and CATHERINE R. AUSTIN, his wife
 of Council, County of Adams, State of Idaho the parties of the first part, and JOHN W.
 SHAW of Council, County of Adams, 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 THIRTY-FIVE 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 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
 Adams County, State of Idaho, to-wit:

The Northwest Quarter of the Northwest Quarter of Section Ten, Township
 Fifteen North Range One West, R.M. except a strip of land bounded as fol-
 lows: Commencing at the S.E. corner of NW 1 NW 1 Sec. 10, T. 15 N. R. 1 W. 1
 running thence North along the East line of said quarter to a point where
 said east line crosses the eastern boundary of the County road running
 from Indian Valley to Council, Idaho, thence in a southeasterly direction
 along the eastern boundary of said road to the point where said boundary
 intersects the southern boundary of said NW 1 NW 1 Sec. 10, thence east
 along said southern boundary line to place of beginning. Also excepting
 a piece of land three rods by fifteen rods, more particularly described in
 Quit Claim Deed to Charles Harbour, dated September 14th, 1920, also except-
 ing a piece of land for right-of-way for tramway across above described
 lands deeded to David W. VanHoeson and Charles P. Seymour, and more parti-
 cularly described in book 7 of Deeds page 398, Adams County, Idaho.

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 in-
 terest in and to the said property as well as to us 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 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,
 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 above written.
 Signed, Sealed and Delivered
 in Presence of
 J. F. 3360 Cancelled
 Edward Austin (SEAL)
 Catherine R. Austin (SEAL)

STATE OF IDAHO)
 County of Adams) ss: On this 9th day of November in the year 1920, before me J.A. Carr
 a Notary Public in and for said State, personally appeared Edward Austin and Catherine R.
 Austin 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)
 J. A. CARR
 NOTARY PUBLIC
 STATE OF IDAHO
 J. A. Carr Notary Public
 Residing at Council, Idaho

Recorded at the request of J. A. Carr at 30 minutes past 3 o'clock P.M., this
 17th day of November A.D. 1920.
 1008-51-20
 Antilla Moser, Ex-Officio Recorder

WARRANTY DEED

For Value Received, We, JOHN H. SHAW and ESSIE G. SHAW, husband and wife, of Council, Idaho, the grantees, do hereby grant, bargain, sell and convey unto GILBERT W. SHAW and ERMA L. SHAW, husband and wife, of Indian Valley, Idaho, the grantees, the following described premises situate in Adams County, Idaho, to-wit:

Township 15 North, Range 1 West, Boise Meridian:

In Section 9: All that part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ NE $\frac{1}{4}$ lying East of the east line of the right of way of the North and South (U.S. 95) Highway as the same is now located, upon and across such subdivision.

In Section 10: The NW $\frac{1}{4}$ NW $\frac{1}{4}$ excepting that part lying east of the E. line of the old county road running from Council to Mesa and Indian Valley; and also excepting a tract of land described as commencing on the south boundary line of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ where the West boundary line of the County Road leading across Middle Fork of the Weiser River (known as the Council-Indian Valley Road) intersects the boundary line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$; thence West on said south boundary line 3 rods; thence North at right angles 15 rods to a point where the same intersects Middle Fork of the Weiser River; thence East 3 rods; thence South 15 rods to the place of beginning.

The NW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, All that part of the S $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ and of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ lying West of the east line of the Old County Road.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that they are free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: July 6th, 1966.

John H. Shaw

Essie G. Shaw

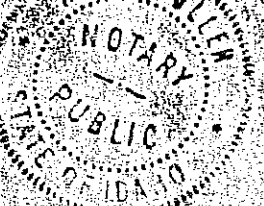
STATE OF IDAHO)

: ss.

County of Adams)

On this 6th day of July, 1966, before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN H. SHAW and ESSIE G. SHAW, 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 6th day of July, 1966, and year in this certificate first above written.



Fred Muller

Notary Public for Idaho, residing at Council, Idaho.

INSTRUMENT NO. 53169

WARRANTY DEED

John H. and Essie G. Shaw

to

Gilbert W. and Erma L. Shaw

STATE OF IDAHO
COUNTY OF ADAMS

I hereby certify that this
instrument was filed for record
at request of

Gilbert Shaw

at 48 minutes past 2

o'clock P. M. this 13th

day of November, 1974

in my office and duly recorded

in Book 30 M of

Deeds on page

273

Esther Stover

Recorder

By

Martina Stover
Deputy

Fees 1.00

WARRANTY DEED

For Value Received CALVIN D. CHITWOOD AND CHARLOTTE J. CHITWOOD,
husband and wife

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

ARLO J. MANSOR and HELEN M. MANSOR,
husband and wife
the grantee s , whose current address is 1496 Shaw Lane, Council, Idaho 83612

the following described premises, in Adams County, Idaho, to-wit:

Township 15 North, Range 1 West, Boise Meridian,

Section 10: A parcel of land in said Section and more particularly described as being all that part of the NW1/4NW1/4 Lying West of U.S. Highway 95 (Highway Survey Project No. F3112-21) as established January 12, 1984, and South of the former U.S. Highway 95, now a County Road, running from Council to Mesa, as established January 12, 1984.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee s, that they the owners in fee simple of said premises; that they are free from all incumbrances except for all easements of record, rights of way, matters visible, and all matters of record and title.

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

Dated: November 6, 1991

Calvin D. Chitwood
Calvin D. Chitwood

Charlotte J. Chitwood
Charlotte J. Chitwood

STATE OF IDAHO

COUNTY OF Adams

On this 6th day of November, in the year 1991, before me, a Notary Public, personally appeared CALVIN D. CHITWOOD and CHARLOTTE J. CHITWOOD known or identified to me to be the person whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Chris Medall
Notary Public
Residing at Council, Idaho.
Commission expires: 10/7/94

STATE OF IDAHO, COUNTY OF ADAMS

I hereby certify that this instrument was filed for record at the request of Timberline Title & Escrow

at 40 minutes past 8 o'clock A M.
this 8 day of November
19 91, in my office, and duly recorded in Book 43M
of Deeds at page 492

Michael Fisk

Ex-Officio Recorder

By

Fees \$ 3.00
Mail to:

INSTRUMENT No.

81179

Chicago Title Insurance
Company of Idaho



WARRANTY DEED

For Value Received

ERMA L. SHAW, a Widow

The grantor, do es hereby grant, bargain, sell and convey unto

Calvin D. Chitwood and Charlotte J. Chitwood,
the grantee s, whose current address is Box 436 - Council, Idaho 83612

the following described premises, in Adams County Idaho, to-wit:

Township 15 North, Range 1 West, Boise Meridian
Section 10: A parcel of land in said Section and more particularly described as being all that part of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ lying West of U.S. Highway 95 (Highway Survey Project No. F3112-21) as now established, and South of the former U.S. Highway⁴⁶, now a county road, running from Council to Mesa, as now established.

Together with 0.1 cfs of the Middle Fork Weiser River, tributary to the Weiser River.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s, their heirs and assigns forever. And the said Grantor do es hereby covenant to and with the said Grantee s, that she is the owner in fee simple of said premises; that they are free from all incumbrances

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

Dated: January 12, 1984

Erma L. Shaw

STATE OF IDAHO, COUNTY OF Adams

On this 12th day of January, 1984, before me, a notary public in and for the said State, personally appeared

Erma L. Shaw

known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that she executed the same.

Residing at Council, Idaho
Comm. Expires 11/1984

STATE OF IDAHO, COUNTY OF Adams

I hereby certify that this instrument was filed for record at the request of Adams County Abstract

at 16 minutes past 2 o'clock p.m.,
this 12th day of January
1984 in my office, and duly recorded in Book 37M
of Deeds at Page 135.

Michael Fisk

Ex-Officio Recorder

By *Cheryl Ring* Deputy

Fees \$ 2.00
Mail to:

INSTRUMENT NO. 67448

WARRANTY DEED

96-519

Township 15 North, Range 1 West, Boise Meridian, Adams County, Idaho

Section 10: All that part of the NW1/4NW1/4 lying West of U.S. Highway 95 (Highway Survey Project No. FS112-21) as established January 12, 1984, and South of the former U.S. Highway 95, now a County Road, running from Council to Mesa, as established January 12, 1984.

SUBJECT TO THE FOLLOWING:

UNPATENTED MINING CLAIMS, water rights, claims or title to water.

RESERVATIONS contained in United States Patent Certificate No. 1148 recorded April 28, 1892 in Book of Cash Entries page 27.

POWER LINE EASEMENT granted to IDAHO POWER COMPANY recorded November 6, 1946 in Book 4M Misc. page 464.

RIGHT-OF-WAY for aerial tramway granted to DAVID W. VAN HOESEN and CHARLES P. SEYMOUR recorded August 14, 1919 in Book 7 Deeds pages 393 and 394.

RESERVATIONS in Deed granted to COUNTY OF ADAMS recorded November 7, 1940 in Book 17 Deeds page 133.

ANY RIGHTS, INTERESTS OR EASEMENTS in favor of the public which exist or are claimed to exist over any part of said land covered by the Middle Fork Weiser River.

ANY CLAIM arising from the difference in the mean high water line of the Middle Fork Weiser River and the meander line as shown by the original government survey.

This Indenture, made this 21st day of September in the year of our Lord, One Thousand Nine Hundred and Six, between Henry Shaw a widower of Council, County of Washington, State of Idaho, the party of the first part and C. A. Barbour of Council, County of Washington, 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 Six Hundred Dollars (\$600.00) 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 has granted, bargained and sold and by these presents does 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 situate in the County of Washington, State of Idaho to wit:

The North West Quarter of the North West Quarter of Section Ten (10) Township Fifteen (15) North, of Range One (1) West B. M. containing forty acres (40) less a strip off the same heretofore deeded by the grantor herein to George Shaw on the 26th day of May 1906 which strip is bounded and described as follows to wit:

Commencing for the same at the south east corner of the North West Quarter of the North West Quarter of Section Ten (10) Township Fifteen (15) North of Range One (1) West B. M. running thence north along the east line of said quarter to the point where said east line crosses the eastern boundary of the County road running from Indian Valley to Council Idaho, thence in a south westerly direction along the eastern boundary of of said road to the point where said boundary line intersects the southern boundary of said North West Quarter of the North West Quarter of Section Ten (10), thence east along said southern boundary line to the place of beginning, containing three (3) acre more or less; also all waters, water rights, dams, ditches, flumes and irrigating works of whatever nature used upon, belonging to or appurtenant to said lands.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and 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 party of the first part.

To Have and to Hold all and singular the above mentioned and described premises, together with the appurtenances unto the party of the second part and to his heirs and assigns forever. And the said party of the first part and his heirs the said premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns against the said party of the first part and his heirs and against all and every person and persons whomsoever lawfully claiming or to claim the same shall and will warrant and by these presents forever defend. In Witness Whereof the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered

Henry Shaw (Seal)

In the presence of

A. L. Freehafer

State of Idaho

County of Washington

} ss

On this 21st day of September in the year 1906 before me A. L. Freehafer a Notary Public in and for said County, personally appeared Henry Shaw a widower 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.

A. L. Freehafer

Notary Public

{ Notarial }
Seal

My commission expires July 4, 1908.

Filed for record at request of A. L. Freehafer at 2:30, o'clock P. M. September 28, 1906.

Frank E. Smith

Ex Officio Recorder

THIS DEED OF BARGAIN AND SALE made and Executed this 31st day of August 1901 by and between Charles W Conway, and Warren H Conway, of the County of Washington, and the State of Idaho, parties of the first part, and Henry Shaw, of the County of Washington and the State of Idaho, party of the second part,

WITNESSETH That the said party of the first part, for and in consideration of the sum of One Hundred and Fifty Dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, and sold and by these presents grant, bargain, sell, convey and confirm unto the said party of the second part and his heirs and assigns forever, the real estate in the County of Washington and State of Idaho, described as follows, to-wit:-

The North west quarter of the North west quarter of Section Ten (10) Township Fifteen (15) North of Range One (1) West of the Boise Meridian and containing Forty (40) acres, more or less, the intention being to convey hereby an absolute title in fee to said real estate.

TO HAVE AND TO HOLD the premises above described, with all the appurtenances there to belonging, unto the said second party, his heirs and assigns forever; the said Charles W Conway and Warren H Conway, hereby covenanting for themselves and their successors and assigns, that the above described premises are free from any incumbrances; that they have full right and power and authority to sell the same and that they will warrant and defend the title unto the said second party, his heirs and assigns, against the claims of all persons whomsoever lawfully claiming the same, excepting taxes of 1901 and subsequent years.

IN WITNESS WHEREOF the said parties of the first part has hereinto set their hands and seals the day and year first above written.

Witnesses:

E B Conway

Charles W Conway

(Seal)

H Frank Hubbard

Warren H Conway

(Seal)

State of Idaho)
County of Washington) ss

On this 31st day of August 1901 before me H Frank Hubbard, a Notary Public in and for said County, came Charles W Conway, and Warren H Conway, to me personally known to be the identical persons who executed the foregoing deed, and who, being by me duly sworn, and they 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:

H Frank Hubbard

(S E A L)

Notary Public

Filed at request of Henry Shaw at 9 o'clock A M this 22nd day of July A D 1902

Fees \$1.25

I F Smith, Ex Officio Recorder

(Deeds 12-231)

This Indenture, made and executed this 5th day of October A. D. 1895 by and between John F. F. Brewster and Martha C. Brewster his wife of the County of Suffolk and State of Massachusetts, parties of the first part and The New England Mortgage Security Company, of the County of Windham and State of Connecticut, party of the second part,

Witnesseth, That the said parties of the first part, for and in consideration of the sum of One Dollar & other valuable considerations the receipt whereof is hereby acknowledged do forever quit claim unto the said party of the second part and its successors and assigns all their interest, claim or demand in and to the following described real estate, situated in the County of Washington and State of Idaho, to wit:

The South Half of the South East Quarter of Section Four (4) & the North East Quarter of the North East of Section Nine (9) and the North West Quarter of the of the North West Quarter of Section Ten (10) all in Township Fifteen (15) North Range One (1) West of the Boise Meridian, together with all water, water rights, irrigating ditches, aqueducts, canals, appropriations, franchises & privileges upon, leading to, connected with or usually had and enjoyed in connection with said premises & and every part and parcel thereof, containing one hundred & sixty (160) acres more or less according to the United States Government Survey.

To Have and to Hold the Same, with all the appurtenances thereto belonging unto the said party of the second part and its successors and assigns forever.

And the said Martha C. Brewster hereby relinquishes all her right of dower in the above described premises.

In Testimony Whereof the said parties of the first part have hereunto set their hand _ the day and year first above written.

Witnesses

Herbert B. Dodge

Herbert R. Coe

State of Massachusetts }
Suffolk County } ss

John F. F. Brewster ()

Martha C. Brewster ()

Be it remembered that on the 5th day of October A. D. 1895 before the undersigned a Notary Public in and for said County, personally appeared John F. F. Brewster & Martha C. Brewster his wife to me personally known to be the identical persons whose names are subscribed to the foregoing deed as grators and acknowledged the instrument to be their voluntary act and deed and that the executed the same for the purposes therein mentioned.

Witness my hand and seal the day and year last above written.

(Seal)

{ U. S. Rev
10 cts
I. F. Smith
Nov, 23, 1898 }

John P. R. Sherman

Notary Public

Recorded Nov. 22nd 1898 at 2, o'clock P. M.

I. F. Smith

Fees \$1.25

Recorder

(Deeds 8 - 628)

This Indenture, made this third day of May in the year of our Lord, One Thousand Eight Hundred and Ninety Five between Joseph W. Arbuckle and Margaret Arbuckle husband and wife of the County of Washington, State of Idaho, of the first part and John F. F. Brewster of Boston, County of Suffolk, State of Massachusetts of the second part,

Witnesseth, That the said parties of the first part, for and in consideration of the sum of "One Dollar" in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged and the said party of the second part forever released and discharged therefrom, have granted, bargained, sold, remised, released, alienated and confirmed and by these presents do grant, bargain, sell, remise, release, alien and confirm unto the said party of the second part and to his heirs and assigns forever, all the following described lot piece or parcel of land, situated in the County of Washington and State of Idaho and known and described as follows to-wit:

The South Half of the South East Quarter of Section Four (4) and the North East Quarter of the North East Quarter of Section Nine (9) and the North West Quarter of the North West Quarter of Section Ten (10) all in Township Fifteen (15) North of Range One (1) West of the Boise Meridian containing one hundred and sixty (160) acres more or less according to the United States Government Survey, together with all water, water rights, irrigating ditches, aqueducts, canals, appropriations, franchises and privileges upon, leading to, connected with or usually had and enjoyed in connection with said premises and every part and parcel thereof.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever of the said parties of the first part, either in law or equity of, in and to the above bargained premises with the hereditaments and appurtenances.

To Have and to Hold the said premises above described ~~described~~ with the appurtenances unto the said party of the second part his heirs and assigns forever. And the said parties of the first part, for their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said party of the second part, his heirs and assigns, that at the time of the enrolling and delivery of these presents they are well seized of the premises above conveyed as of a good, sure, perfect, absolute, and indefeasible estate of inheritance in law in fee simple and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, that the same are free and clear of all former or other grants, bargains, sale, liens, assessments and incumbrances of what kind or nature soever except one certain mortgage for \$300.00 dated April 19th 1892 given by Allie Logan in her own right and Daniel M. Logan wife and husband to John F. F. Brewster recorded in Book 2 of Mortgages Page 757 of records of said Washington County.

And the above bargained premises in the quiet and peaceable possession of the said party of the second part his heirs and assigns, against all and every person and persons lawfully claiming or to claim the same or any part thereof the said parties of the first part shall warrant and defend.

In Witness Whereof the said parties of the first part have hereunto set ~~the~~ their hands and seals the day and year first above written.

Signed, Sealed and Delivered

Joseph W. Arbuckle (Seal)

In presence of

Margaret Arbuckle (Seal)

J. W. Wilson

Martin Hannan

State of Idaho)
) ss
County of Washington)

On this third day of May in the year 1895, before me, S. R. Denney a Justice of the Peace in and for said County and State, personally appeared Joseph W. Arbuckle and Margaret Arbuckle husband and 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. And on this third day of May in the year 1895, before me S. R. Denney a Justice of the Peace, personally appeared Margaret Arbuckle the wife of the above named Joseph Arbuckle known to me to be the person whose name is subscribed to the within and foregoing instrument described as a married woman and upon an examination without the hearing of her husband I made her acquainted with the contents of the instrument and thereupon she acknowledged to me that she executed the same and that she does not wish to retract such execution.

In Witness Whereof I have hereunto set my hand and official seal the date last above written.

S. R. Denney

Justice of the Peace

Filed 13th May 1895 at 11, o'clock A. M. at request of O. M. Harvey

I. F. Smith

Fee \$1.75

Ex Officio Recorder

This Indenture, made this fourth (4) day of January A. D. 1893 between Allie Logan and Daniel M. Logan, her husband of Washington County, in the State of Idaho, of the first part and Joseph Arbuckle of Washington County in the State of Idaho of the second part,

Witnesseth, That said parties of the first part in consideration of the sum of Seventeen Hundred (1700/00) Dollars, lawful money of the United States of America to them in hand paid by the said party of the second part, the receipt of which is hereby acknowledged do, by these presents grant, bargain, sell and convey unto said party of the second part his heirs and assigns forever all the following described real estate, situated in the County of Washington and State of Idaho bounded and particularly described as follows to-wit:

The South Half (1/2) of South East Quarter (1/4) of Section Four (4) and North East Quarter (1/4) of North East Quarter (1/4) of Section Nine (9) and North West Quarter (1/4) of North West Quarter Section Ten (10) all in Township Fifteen (15) North of Range One (1) West, containing one hundred and sixty (160) acres.

The title thereto and the possession thereof by the party of the second part, the parties of the first part will forever warrant and defend. This conveyance is made subject to a certain mortgage and note of \$800/00 dated April 1, 1892 given by said Allie and Daniel M. Logan to the New England Mortgage Security Company and secured by said property which mortgage and note the said Joseph Arbuckle hereby assumes and agrees to pay.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining forever and the reversion and reversions, remainder and remainders, rents, issues and profits forever.

To Have and to Hold all and singular the said premises, together with the appurtenances unto said party of the second part and to his heirs and assigns forever. The grantee herein pays all taxes for the year 1892.

In Witness Whereof the said parties of the first part have hereunto set their hand and seals the day and year first above written.

Witness: Mrs Allie Logan (Seal)

M. A. Hayes Daniel M. Logan (Seal)

Robt L. Winter

State of Missouri }
County of Jackson } ss

On this 4th day of January A. D. 1893, personally appeared before me, Robert L. Winter, Notary Public in & for said County, Allie Logan and Daniel M. Logan, her husband, known to me to be the identical persons described in and who executed the foregoing instrument and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

And the said Allie Logan having been by me first made acquainted with the contents of said instrument acknowledges to me on examination, apart from and without the hearing of her husband that she subscribed to the same freely and voluntarily without fear or compulsion or undue influence of her husband and that she has no wish to retract the execution 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,

Robert L. Winter

(Seal)

Notary Public

Filed and recorded at the request of Joseph Arbuckle January 16, 1893 at 12 M.

I. F. Smith

Fee 1/75

Ex Officio County Recorder

This Indenture, made the sixteenth day of August in the year of our Lord One Thousand Eight Hundred and Ninety between William Billings and Sarah R. Billings, his wife, parties of the first, and Allie Logan, party of the second part,

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Eighteen Hundred Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second party of the second part, the receipt whereof is hereby acknowledged doth by these presents bargain, sell, convey & confirm unto the said party of the second part and to her heirs and assigns forever all that certain lot, piece or parcel of land, situated Washington County of Idaho State and bounded and particularly described as follows to wit:

The South Half (S²) of (S. E.) South East Quarter of Section (4) Four and North East Quarter (N. E. ⁴) of North East Quarter (N. E. ⁴) Section Nine (9) & North West Quarter (N.W. ⁴) of (N. W. ⁴) North Quarter Section (10) Ten all in Township (15) Fifteen North of Range One (1) West, containing 160 acres, the title thereto and the possession thereof by the party of the second part, the party of part will forever warrant and defend.

Together all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders rents, issues and profits thereof.

To Have and to Hold all and singular the said premises, together with the appurtenances unto said party of the second part and to her heirs and assigns forever.

In Witness Whereof the said parties of the first part has hereunto their hands and seals the day and year first above written.

Signed, Sealed and Delivered

William Billings

In the presence of

Sarah R. Billings

R. E. Wilson

E. R. Harrington

Territory of Idaho)
County of Washington) ss

On this sixteenth day of August A. D. 1890, personally appeared before R. E. Wilson Notary Public in and for said County William Billings and Sarah R. Billings known to me to be the identical persons described in and who executed the foregoing instrument and who acknowledges to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

And the said Sarah R. Billings having been by me first made acquainted with the contents of said instrument acknowledged to me on examination apart from and without the hearing of her husband and that she subscribed to the same freely and voluntarily and without fear or compulsion or undue influence of her husband and that she has no wish to retract the execution of the same.

In Witness Whereof, I have set my hand and affixed my official seal the day and year in this certificate first above written.

(Seal)

R. E. Wilson

Notary Public

Recorded at the request of B. W. Watlington, Sept 8th 1890 at 5 minutes past nine o'clock A. M.

O. M. Harvey

Recorder

(Deeds 4 - 227)

By W. W. Eckles

Deputy

The United States of America

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

Certificate No. 1148

WHEREAS, William W Billings of Washington County, Idaho has deposited in the GENERAL LAND OFFICE of the United States a Certificate of the Register of the LAND OFFICE at Boise, Idaho, whereby it appears that full payment has been made by the said William W Billings according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the Acts supplemental thereto, for the

South half of the south east quarter of section four, the North east quarter of the North east quarter of Section nine and the North west quarter of the North west quarter of Section ten in Township fifteen North of Range one West of Boise Meridian in Idaho, containing one hundred and sixty acres,

according to the Official Plat of the Survey of the said lands, returned to the GENERAL LAND OFFICE by the Surveyor General, which said Tract has been purchased by the said William W. Billings

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAVE GIVEN AND GRANTED, and by these presents DO GIVE AND GRANT, unto the said William W Billings and to his heirs, the said Tract above described;

TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said William W Billings and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

In testimony whereof I, Benjamin Harrison President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.



GIVEN under my hand, at the City of Washington, the eleventh day of December, in the year of our Lord One thousand eight hundred and ninety one and of the Independence of the United States the one hundred and sixteenth

By the President: Benjamin Harrison

By M McKean

Secretary

D P Roberts Recorder of the General Land Office.

Recorded Vol 4 page 80

Filed for record at the request of O M Harvey, April 28th 1892 at 11:45 A M

I F Smith,

County Recorder

Fees \$1.50

(Deeds 5-197)

ORDER FOR JUDGMENT

The Court having read the within and foregoing Stipulation, being fully advised in the premises, and believing that the said stipulation represents a fair, complete and equitable resolution of the differences between the parties and further that it presents a framework for cooperation to the mutual benefit to all parties, does hereby ORDER, ADJUDGE, AND DECREE that a Judgment be entered in accordance with the within and foregoing Stipulation, and that the said Stipulation, and all the terms thereof, be made, and the same hereby are made the terms of the Judgment entered herein.

DATED this 21st day of ^{May}~~November~~, ^{82 (RM)}~~1979~~


Judge Lloyd C. McClintick

1 sole expense, and such work to be in addition to and not in lieu
2 of any work which Defendants, or one of them, are required to per-
3 form pursuant to their share as a ditch user or to any duly and
4 lawfully arrived at decision of any ditch company and/or water
5 users association. It is specifically agreed that this twenty-
6 five hours of cat work may be performed, as needed, and that
7 it is not necessary for all such work to be performed, during
8 the calendar year 1979.

9 7. All parties hereto agree to cooperate to their mutual
10 benefit and the use and enjoyment of the ditch which is the subject
11 of this litigation and the water which flows therethrough and the
12 parties additionally agree to make every good faith effort to
13 avoid friction, recrimination, angry words and bad feelings towards
14 one another.

15 8. That the above and foregoing terms represent a full,
16 complete, and satisfactory resolution of all matters and issues
17 raised by all parties in the captioned litigation.

18 9. The parties hereto understand and agree that the Court
19 shall enter an order in conformity with this stipulation which
20 order shall incorporate the terms of this stipulation and shall
21 be binding upon the parties as per the terms and conditions
22 hereof. It is further understood that this stipulation and order
23 shall be recorded in a similar fashion to a deed in Adams County
24 so as to become binding on the parties hereto, their heirs and
25 assigns, and shall pass with the land owned by each of the parties
26 hereto.

27 DATED this ____ day of November, 1979.

28
29 Gilbert Shaw, Plaintiff

Alvin Yantis, Defendant

30
31 Lary C. Walker, Attorney
32 For Plaintiff

Alvin Wilson, Defendant

4-cs STIP. FOR ENTRY OF JUDGMENT
(Shaw-Yantis/Wilson)

Philip H. Gordon, Attorney
For Defendants

1 3. That, subject to the carrying capacity of the ditch, and
2 the flood water rights of all parties on the ditch, having valid
3 rights in and to the ditch which is the subject of this litigation,
4 each party shall take flood water in pro-rata proportions according
5 to the land that each irrigates out of available flood water.

6 4. That the Plaintiff shall be allowed to, at his option
7 and in his discretion, join and become a member of any ditch
8 company and/or water users association heretofore formed by the
9 Defendants and/or which may hereafter be formed by them involving
10 the use of the ditch which is the subject of this litigation.
11 It is agreed that all parties who are members of such company or
12 association will abide by the rules thereof and that the Defendants
13 shall take no action as majority water users or stockholders to
14 jeopardize the water rights of any minority water user in said
15 association and further to abide by all laws of the association
16 and the State of Idaho.

17 5. The parties hereto understand that it is the desire of
18 Defendant Yantis to perform all repair and maintenance work on his
19 property above the weir. It is further agreed that Plaintiff will
20 not enter onto Defendant's property above the weir for purposes of
21 maintaining or repairing the ditch without first obtaining written
22 consent from the Defendant Yantis. The parties further understand
23 that Plaintiff Shaw shall repair and perform all maintenance work
24 on the ditch below the weir located on the Yantis property. Any
25 other maintenance or repair work to be done by the Plaintiff Shaw
26 shall be done either individually or as a member of the ditch assoc
27 iation above Yantis' property.

28 6. That, in full satisfaction of any and all of Plaintiff's
29 claims and items of relief prayed for in his Complaint, the Defen-
30 dants will perform twenty-five hours of work on the ditch which is
31 the subject of this litigation with the caterpillar tractor of the
32 Defendant Yantis, such work to be performed at the Defendants'

3-cc STIP. FOR ENTRY OF JUDGMENT
(Shaw-Yantis/Wilson)

1 The Defendant Yantis specifically agrees that the Plaintiff,
2 and his heirs, successors and assigns, may come upon such portions
3 of the Yantis property as are necessary to the maintenance of the
4 weir and those portions of the ditch situated downstream and below
5 the weir and on the land of the Defendant Yantis. The Plaintiff
6 agrees that he, and his heirs, successors and assigns, will maintain
7 at his sole expense, the portions of the ditch which are below the
8 weir, whether the same be on the land of the Defendant Yantis or
9 on the Plaintiff's own land.

10 2. The Defendants guarantee that they will attempt, in the
11 exercise of the utmost good faith, to guarantee to the Plaintiff
12 that all water to which he is entitled under the laws of the
13 State of Idaho, reaches his weir. The Defendants agree that
14 they will take no act or acts of an intentional, malicious or
15 spiteful nature to interfere with the flowage of water to the
16 Plaintiff's weir.

17 That the parties hereto understand and agree that the Plaintiff
18 has a decreed water right of five (5) miners inches with a priority
19 of May 1, 1905, and a subsequent flood water right of fifty (50)
20 miners inches under claim of use and pursuant to a claim filed
21 with the Department of Water Administration for flood water.

22 PROVIDED, HOWEVER, that nothing agreed to herein shall be
23 construed to enlarge the Plaintiff's now existing water right,
24 and nothing provided herein shall be construed to hold the Defendants
25 responsible for reduced availability of water due to drought
26 conditions, other acts of God, or reductions in the quantity of
27 water available to the Plaintiff pursuant to a directive of the
28 water master or other responsible parties.

29 It is understood and acknowledged that the ditch, which is the
30 subject of this litigation, is an unlined earth ditch of approximately
31 2½ miles in length, and that the Plaintiff is the last
32 party on the ditch.

Lary C. Walker
WALKER & SANDERS
P.O. Box 828
Weiser, ID 83672
(208) 549-0390

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADAMS

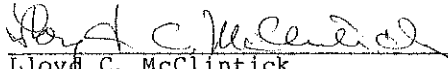
GILBERT SHAW,	)	Case No. 2104
Plaintiff,	)	
-vs-	)	
ALVIN YANTIS and	)	STIPULATION FOR ENTRY
ALDEN WILSON,	)	OF JUDGMENT
Defendants.	)	

COMES NOW the parties respectively, Gilbert Shaw, Plaintiff,
by and through his attorney, Lary C. Walker, and the Defendants,
Alvin Yantis and Alden Wilson, by and through their attorney,
Phillip H. Gordon, and jointly stipulate to the entry of Judgment
in the captioned action as follows:

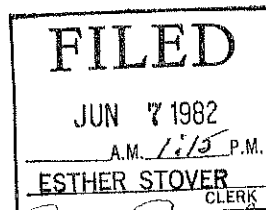
1. The Plaintiff agrees to install, at his own expense, a
weir on the ditch which is the subject of the present litigation,
said weir to be installed at a point on the ditch immediately down
stream or below the last turnout of the Defendant Yantis, at a
point which is on the land of the Defendant Yantis. The Plaintiff
agrees that he will contact the Defendant Yantis prior to install-
ation of the said weir and inform him of the anticipated date and
time for installing the said weir and afford the Defendant Yantis
an opportunity to be present at the installation thereof. The
Plaintiff agrees that, in installing the said weir, he will make
every effort not to disturb, injure or damage the said ditch or
any turnouts or laterals therefrom on the land of the Defendant
Yantis.

1 Exhibit "A" and incorporated herein as if set out in full, be
2 entered as the final judgment and decree in this matter in
3 accordance with the terms, conditions and provisions of said
4 Stipulation for Entry of Judgment. That said Stipulation resolves
5 all differences and disputes between the parties hereto and IT IS
6 THEREFORE HEREBY ORDERED, ADJUDGED AND DECREED That the same be
7 made as a final judgment in the above case with the parties being
8 required to comply with all terms and provisions therein
9 provided.

10 DATED This 24th day of May, 1982.

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14 Lloyd C. McClintick
District Judge
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26

Lary C. Walker
LARY C. WALKER LAW OFFICE
Post Office Box 828
Weiser, Idaho 83672
(208) 549-0390



IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADAMS

* * * * *

GILBERT SHAW,	)	Case No. 2104
	)	
Plaintiff,	)	
	)	
vs.	)	JUDGMENT AND DECREE
	)	
ALVIN YANTIS and	)	
ALDEN WILSON,	)	
	)	
Defendants.	)	

* * * * *

Pursuant to the Order dated the 23rd day of December, 1980, wherein it was orally stipulated in Court on the 1st day of December, 1980, that a certain document entitled Stipulation for Entry of Judgment, a copy of which was filed with the Court, was to be entered by the Court as a final judgment and decree if written signatures were not obtained from the parties within ninety (90) days of the date of such stipulation on the 1st day of December, 1980. The ninety (90) days having passed and the parties having stipulated as follows:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That that certain Stipulation for Entry of Judgment attached hereto marked

1-jw JUDGMENT & DECREE

Mike Paradis

Margret Munk 553-4751

1496 Shaw Lane
Council, 74, 83617

Diversion point(s)

$$\frac{1}{4} \text{ of } \frac{1}{4} \text{ of } \frac{1}{4}$$

% Margaret Merk- BOX 10
FRUITVALE, IDAHO -83620



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov.

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

August 30, 2005

67-4166

Russell L & Vivian Chastain

PO BOX 870

COUNCIL, ID 83612

RESPONSE DEADLINE
SEPTEMBER 16, 2005

Re: Evidence of Priority Date

Dear Claimant:

The Notice of Claim to a Water Right (claim) identified with the number(s) shown above your name has been filed in the Snake River Basin Adjudication (SRBA). The claim indicates your water usage is based on "Beneficial Use" or a "Statutory Claim." Water rights of this type are established by the historic use of water, dating back to when water was first used for the purpose claimed. The date of first use, known as the priority date, has not been confirmed. **Proof must be provided by the claimant supporting the priority date claimed and the historic use of the water.**

Enclosed you will find a computer printout of your claim and the pamphlet entitled "Evidence of Priority." The pamphlet describes the types of evidence required and suggests which documents will fulfill this requirement. A map of the general area stated in your claim is also enclosed. If you irrigate, please outline the location of lands irrigated based on your claim, as well as the location of any points of diversion, if possible. If you have a claim other than irrigation, please outline the location of your place of use (i.e. house) and note the location of wells or other points of diversion. Please submit the completed map along with your evidence of priority. This will assist me in making a more accurate recommendation of your claim(s).

PLEASE NOTE: If no evidence is submitted, IDWR will recommend the SRBA Court decree the claim be disallowed. It will be to your advantage to provide clear and convincing evidence. If you choose to submit statements from individuals as evidence, the statement should be in the form of a notarized affidavit.

Please submit the required evidence supporting the priority date and the historic use by the date shown above, referencing all documents with the corresponding claim number. Send the documents in the enclosed envelope to assure it arrives at the correct location. If you have questions not covered by this letter or the enclosed pamphlet, please contact this office. You can contact the Basin 67 team via e-mail at B67questions@IDWR.idaho.gov. If you wish to call, our toll free number is 1-800-451-4129.

If you no longer own the property to which the claim is appurtenant, please forward this correspondence to the present owner, or return it to Idaho Department of Water Resources (IDWR). If you have received this correspondence from the previous owner of the property, it is recommended that you file a Change of Ownership form with IDWR in order to receive future mailings and to participate in the Adjudication.

Sincerely,

Craig L. Saxton
Sr. Water Resource Agent
Adjudication Bureau

Enclosures