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DEPARTMENT OF
WATER RESOURCES

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Ketchum, Idaho 83340
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Attorneys for Claimant Smokey Dome LLC

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
Case No. 39576) Subcase No. 37-19832
) AFFIDAVIT OF JAMES P. SPECK
)
)
)
)
)
)

STATE OF IDAHO)
) :ss
County of Blaine)

JAMES P. SPECK, being first duly sworn upon his oath, declares as follows:

1. I am an attorney licensed to practice law in the state of Idaho and represent the Claimant in this Subcase.

2. Attached hereto as **Exhibit A** and made a part hereof by this reference is a true and correct copy of that certain Warranty Deed recorded as Instrument No. 37038 in the records of

AFFIDAVIT OF JAMES P. SPECK - 1

Camas County, Idaho.

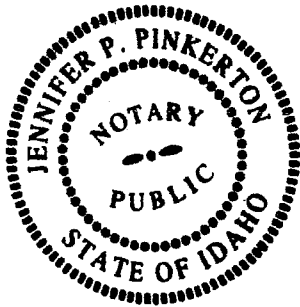
3. Attached hereto as **Exhibit B** and made a part hereof by this reference is a true and correct copy of the Warranty Deed and Bill of Sale recorded as Instrument No. 25882 in the records of Camas County, Idaho.

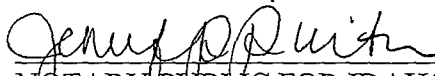
4. The above-referenced documents were obtained from the office of the County Recorder for Camas County, Idaho.

DATED this 11 day of February, 2009.


JAMES P. SPECK

SUBSCRIBED AND SWORN TO before me this 12th day of February, 2009.




NOTARY PUBLIC FOR IDAHO
Residing at: Ketchum, ID
Comm. Expires: 2-9-2015

CERTIFICATE OF SERVICE

I hereby certify that on the 12th day of February, 2009, I served a true and correct copy of the within and foregoing document upon the addressee named below in the manner noted:

IDWR Document Repository
P.O. Box 83720
Boise, ID 83720

- ☒ United States Mail, Postage Prepaid
☐ Hand Delivery
☐ Facsimile, with copy by United States Mail, Postage Prepaid

Mr. Christopher Bromley
Idaho Department of Water Resources
322 E. Front Street
PO Box 83720
Boise, ID 83720-0098

- ☒ United States Mail, Postage Prepaid
☐ Hand Delivery
☐ Facsimile, with copy by United States Mail, Postage Prepaid


James P. Speck

fits thereof.

AVE AND TO HOLD, all and singular, the said premises, together with the appurtenances, unto the
rty of the second part, and to ITS SUCCESSORS and assigns forever.

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

Tom Zidan

OF IDAHO,)
)ss.
y of GOODING)

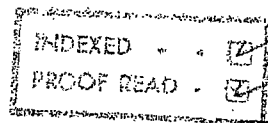
this 30th day of OCTOBER, in the year 1964, before me THE UNDERSIGNED, a Notary Public in and
said State, personally appeared TOM ZIDAN known to me to be the person whose name is subscribed
ne within instument, and acknowledged to me that he executed the same.

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

(Seal)

ed at request of Tom Wokersien
amber 25, 1964 at 9:40 A.M.
elle Vaught, Recorder

Fee \$1.20



Chas C. Shaw
Notary Public residing at
Gooding, Idaho My commis:
expires 11-1-68

NO. 37038

WARRANTY DEED

THIS INDENTURE, Made this 12th day of JANUARY in the year of our Lord one thousand nine hundred
and FIFTY-FOUR between W.W. LEEK AND ETHEL M. LEEK, HIS WIFE, of FAIRFIELD, County of CAMAS, State
IDAHO, the parties of the first part, and D.E. HALLOWELL AND MELVINA HALLOWELL, HIS WIFE, of
AIRFIELD, County of CAMAS, 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
EIGHTY-THREE THOUSAND SEVEN HUNDRED EIGHTY-THREE AND 91/100---DOLLARS, LAWFUL MONEY of the Unit
States of America, to them in hand paid by the said parties of the second part, the receipt wher
is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, barga

EXHIBIT A

and, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, all of the following described real estate, situated in ---, County of CAMAS, State of Idaho, to-wit:

The SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 11,
The W $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ and W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 14, E $\frac{1}{2}$ E $\frac{1}{2}$ of Section 15,
E $\frac{1}{2}$ of Section 22, W $\frac{1}{2}$ and W $\frac{1}{2}$ E $\frac{1}{2}$ and SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 23,
S $\frac{1}{2}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$ of Section 24, all of Section 25,
The NW $\frac{1}{4}$ of Section 26 and the NE $\frac{1}{4}$ of Section 27,
Township 1 North, Range 13 East Boise Meridian.
Lots 1, 2, 3, and 4 and E $\frac{1}{2}$ W $\frac{1}{2}$ of Section 19,
Lots 3 and 4, E $\frac{1}{2}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$ of Section 30,
Township 1 North, Range 14 East Boise Meridian.
Lots 1 and 2 and S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ of Section 2,
NW $\frac{1}{4}$ of Section 11 and
NW $\frac{1}{4}$ of Section 12
Township 1 South, Range 13 East Boise Meridian.

(\$92.40 documentary stamps attached and cancelled)

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 estate, right, title and interest in and to the said property, as 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 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.

Signed, Sealed and Delivered in the Presence of

W.W. Leek

Ethel M. Leek



STATE OF IDAHO }
COUNTY OF CAMAS } ss.

On this 15th day of JANUARY, in the year 1954, before me, THE UNDERSIGNED, a Notary Public in and for said State, personally appeared W.W. LEEK AND ETHEL M. LEEK, 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.

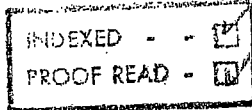
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written

(Seal)
Filed at request of Tom Wokersien
December 1, 1964 at 9:15 A.M.
Estelle Vaught, Recorder

Fee \$1.80

County

Tom Wokersien
Notary Public in and for the
State of Idaho, residing at Fairfield
therein



NO. 37049

MINING DEED

THIS INDENTURE, made and entered into this 28th day of October, 1964, by and between HELEN J. FINES, a married woman dealing with her sole and separate property, hereinafter referred to as

No. 25092
 WARRANTY DEED
 AND
 BILL OF SALE

THIS INDENTURE, Made this 21st day of June in the year of our Lord one thousand nine hundred and forty-five between Bessie Smith, a widow, of Fairfield, County of Camas, State of Idaho, the party of the first part and Bashford A. Smith, a bachelor of Fairfield, County of Camas, State of Idaho, the party of the second part,

WITNESSETH, That the party of the first part for and in consideration of services rendered by my son, Bashford A. Smith, the party of the second part, to myself and to my late husband, Charles H. Smith, deceased, from June 21, 1933 to the time of the death of my husband, Charles H. Smith and for services rendered by said Bashford A. Smith to myself from the time of the death of my husband, Charles H. Smith, to the 1st day of January, 1942, without compensation other than his actual living expenses and necessities of life and in further consideration of the covenants and agreements of said Bashford A. Smith, the party of the second part to pay to the party of the first part the sum of Five Hundred and no/100 (\$500.00) Dollars per annum on the 1st day of October, 1945, and on the 1st day of October of each year thereafter as long as said party of the first part resides and makes her home with said party of the second part, Bashford A. Smith or until the death of said party of the first part, whichever event may first occur and to pay to the party of the first part the sum of Eighty-five (\$85.00) and no/100 Dollars per month on the first day of each and every month from and after such times as the said party of the first part may cease to reside and make her home with the party of the second part to and until the death of the party of the first part; for her support and maintenance has granted, bargain, sell, transfer and confirm unto the said party of the second part and to his heirs and assigns forever, all her right title and interest in and to the following described personal property, to-wit:

All horses bearing the brand of the party of the first part, "KS" on the right strifle

All cattle including cows, heifers, steers, calves and bulls bearing the brand of the party of the first part, "KS" on the right hip and bearing the recorded ear mark of the party of the first part being a right ear crop

The brand of the party of the first part recorded in the office of the Department of Agriculture of the State of Idaho on the 30th day of December, 1939, and recorded as brand No. 35254, said brand being a facsimile and description or mark as follows, to-wit:

Mark on horses "KS" on right strifle
 Mark on cattle "KS" on right hip,
 Mark on sheep "KS" on right back,

and the following ear mark:

Right ear crop on cattle;

All farming equipment, machinery, implements, wagons, utensils, tools, harnesses and saddles

now owned and used by the party of the first part, Bessie Smith, and the party of the second part, Bashford A. Smith, as co-partners in the farming and livestock business; and 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 of the following described real estate situated in Camas County, State of Idaho, to-wit:

The South Half (S $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Eleven (11), the Northwest Quarter (NW $\frac{1}{4}$), West Half (W $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) and the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirteen (13) and the East Half (E $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$), the Southeast Quarter (SE $\frac{1}{4}$) and the East Half (E $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Fourteen (14), the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section

Twenty-three (23) and the Northwest Quarter (NW1) of the Northwest Quarter (NW1) of Section Twenty-four (24), all in Township One (1) N., Range Thirteen (13), East of the Boise Meridian, together with all water rights appurtenant thereto;

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise 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 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 her heirs, the said promises in the quiet and peaceful possession of the said party of the second part, his heirs and assigns, against the said party of the first part, and her heirs and against all and every person and persons whomsoever lawfully claiming or to claim the same shall and will WAIVANT and by these presents forever DEFEND.

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

Bessie Smith.

STATE OF IDAHO)
COUNTY OF TWIN FALLS) ss

On this 21st day of June, 1945, before me the undersigned, Marshall Chapman, a Notary Public in and for said State and County, personally appeared Bessie Smith, a widow, 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 official seal, the day and year in this certificate first above written.

(Notarial Seal)
My commission expires the
23rd day of January, 1948.

Marshall Chapman
NOTARY PUBLIC IN AND FOR THE STATE
OF IDAHO, Residing at Twin Falls, Idaho.

(Cancelled \$11.00 Documentary Stamps)

Filed at request of Bessie Smith
June 22, 1945 at 11:00 A.M. Fee \$8.00
John L. Edwards, Recorder

INDEXED.....
PROOF READ.....

No. 25891

QUITCLAIM DEED

THIS INSTRUMENT, Made the 18th day of June in the year of our Lord one thousand nine hundred and Forty-five, between Adale Hutcheson and H. H. Hutcheson, wife and husband of Fairfield, County of Camas, State of Idaho, the parties of the first part, and Forrest Markey of Hill City, County of Camas, 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 One Dollar and other valuable considerations 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; do by these presents remise, release and forever QUITCLAIM, unto the said party of the second part, and to his heirs and assigns, all certain lot, piece or parcel of land, situate, lying and being in Hill City, County of Camas, State of Idaho, bounded and particularly described as follows, to-wit:

Lot Six (6) in Block Twelve (12) of the Village of Hill City, as shown on the official plat on file in the office of the County Recorder of Camas County, Idaho.

(Cancelled 55% Documentary Stamps)