

DISTRICT COURT-SRBA Fifth Judicial District County of Twin Falls - State of Idaho
DEC 23 2010
By _____ Deputy Clerk

**SUPPLEMENTAL DIRECTOR'S REPORT
REGARDING SUBCASE NOS. 75-10061E, 75-10061G, 75-10062E and 75-10178.**

In Re SRBA
Twin Falls County Civil Case No. 39576

Report to the SRBA District Court

Prepared by the Idaho Department of Water Resources
Gary Spackman, Interim Director

December 21, 2010

I. INTRODUCTION

In accordance with Idaho Code § 42-1412(4), Administrative Order 1, and Special Master Dolan's August 31, 2010, *Amended Order Requesting 706 Report and Setting Scheduling Conference*, the Director of the Idaho Department of Water Resources ("IDWR" or "Department") submits this Supplemental Director's Report ("Report") regarding subcase numbers 75-10061E, 75-10061G, 75-10062E, and 75-10178, setting forth the basis for the Department's recommendations for these water rights. This report was prepared under the supervision of Gary Spackman, Interim Director.

The following Department employee has knowledge of the information contained in the Report: Carter Fritschle, Adjudication Section Manager.

II. SUMMARY

It is clear that the quantity of water recommended for water right nos. 75-10061E, 75-10061G, 75-10062E and 75-10178 is incorrect. It is not clear, however, how the error should be corrected. The key issue is whether the Slavins are entitled to either one or two shares of what is commonly referred to as "exchange water." The Slavins provided deeds to the Department that suggest they are entitled to two shares of exchange water – the Peter McKinney share and the William Smith share. If the Slavins are entitled to the Smith share of the exchange water, the quantity of water recommend for the Slavin water rights should increase. The problem is that the Smith share of the exchange water has been recommended and partially decreed in its entirety to Antelope Hills North Water Co. as water right nos. 75-10061W and 75-10062U. If the Slavins are not entitled to the Smith share of the exchange water, then the quantity of water recommended for the Slavin water rights should be reduced, as suggested by Bruce McFarland,

so that the total amount of exchange water will not exceed what was decreed in the *McNutt v. Palmer* judgment.

III. PROCEDURAL HISTORY

At issue are the partial decrees for water right nos. 75-10061E and 75-10062E (William and Barbra Slavin) and 75-10061G and 75-10178 (Derrold and Madge Slavin), a combination of decreed rights for exchange water from the *McNutt v. Palmer* judgment. These water rights were recommended in IDWR's Director's Report for Irrigation and Other Uses, filed with the SRBA District Court on January 11, 2007. Partial decrees for these water rights were issued on November 17, 2008.

On October 16, 2010, Bruce McFarland, former water master and current water user on Carmen Creek, sent a letter to the SRBA District Court, alleging that the four Slavin exchange water rights were recommended inconsistent with the *McNutt v. Palmer* judgment.

In response to the letter, the SRBA Court referred the letter to Special Master Dolan, who set a hearing regarding the correspondence on January 21, 2010. At the hearing, it was agreed that the parties would be allowed submit additional information regarding this issue to the Special Master.

On February 5, 2010, McFarland sent a letter to the Court which contained additional information. A copy of this letter is attached as Attachment A. In the letter, McFarland argues that the Department over-recommended exchange water rights to the Slavins. The Department recommended a total of 1.362 cfs (or 68.1 inches) of exchange water to the Slavins. McFarland claims that water deliver records show that prior to the 1980's, the Slavin property did not receive any exchange water and that only starting in the mid 1980's did the Slavins receive 0.7 cfs (or 35 inches) of exchange water. Attachment A at 1.

At a status conference held on April 22, 2010, Special Master Dolan asked the Department to prepare a Supplemental Director's Report (also known as a 706 report) outlining the basis for its recommendation of these water rights. This report is submitted in response to the Court's request.

IV. Palmer v. McNutt Decree

On May 9, 1902, a judgment was entered in Lemhi County District Court by Judge Joseph C. Rich in the case *McNutt v. Palmer*, an adjudication of the water rights on Carmen Creek. Copies of the judgment and land list from *McNutt v. Palmer* are attached as Attachment B. At pages 2 and 6 of the judgment, Peter McKinney was decreed water rights as follows:

Water right no.	Priority	Diversion rate (inches/cfs)	Place of use
75-54	5-1-1882	60/1.2	SWNE, S½NW, Sec. 5, SENE, Sec. 6, T22N, R22E
75-74	5-1-1896	50/1.0	W½SE, Sec. 5, NWNE, Sec. 8, T22N, R22E
75-75	5-1-1882	15/0.3	SW¼ SE¼, Sec. 5, T22N, R22E

As this Court is aware, there is a unique twist to the *McNutt v. Palmer* judgment. As is explained in the *Second Report of the Undersigned Arbitrators*, which was adopted in the judgment, the individuals at the upper reaches of Carmen Creek agreed to pay for a ditch to provide individuals at the lower end of Carmen Creek with water from the Salmon River. *Second Report of the Undersigned Arbitrators*, at 3-5, attached as Attachment C. In return for paying for the ditch, the individuals at the lower end of Carmen Creek were to deed their Carmen Creek water rights to the upper Carmen Creek water users. *Id.* As such, each of the upper Carmen Creek water users received a proportional share of seven water rights. The transferred water has historically been referred to as "exchange water."

McKinney was in a unique situation regarding the exchange water. McKinney owned two parcels of land which were decreed water in the *McNutt v. Palmer* judgment. McKinney's first parcel (SWNE, S½NW, Sec. 5, SENE, Sec. 6, T22N, R22E) benefited from the ditch that diverted water from the Salmon River. Thus, the court in the *McNutt v. Palmer* judgment decreed water right no. 75-54 to McKinney (see Attachment B at 2-3), but then ordered McKinney to deed water right no. 75-54 to the individuals who paid for the Salmon River ditch (see Attachment C at 3). But McKinney was also listed in the *Second Report of the Undersigned Arbitrators* as one of the individuals who was also to receive the exchange water. Attachment C at 4-5. Thus, while the 60 inches of water right no. 75-54 became part of the 620 total inches of exchange water, McKinney at the same time became entitled to a share of the exchange water on his other parcel located at W½SE, Sec. 5, NWNE, Sec. 8, T22N, R22E (hereinafter referred to as the McKinney Desert Entry).

V. IDWR'S RECOMMENDATIONS

The Slavins are McKinney's successors in interest to the McKinney Desert Entry. As discussed above, McFarland disagrees with how the exchange water rights were recommended to the Slavins by IDWR. In its Basin 75 Director's Report, the Department recommended the exchange water rights to the Slavins in accordance with the following table:

Exchange Water right no.	Claimant (as currently reflected in IDWR records)	Diversion rate (inches / cfs)
75-10061E	William G Slavin and Barbara K Slavin	44.1 / 0.882
75-10061G	Derrold Slavin and Madge Slavin	7.55 / 0.151
75-10062E	William G Slavin and Barbara K Slavin	12.4 / 0.248
75-10178	Derrold Slavin and Madge Slavin	4.05 / 0.081 ¹
Total		68.1 / 1.362

Each person that received exchange water in the *McNutt v. Palmer* judgment is entitled to a portion of the 7 exchange water rights: 75-51, 75-52, 75-53, 75-54, 75-55, 75-56, and 75-57. Because William and Derrold Slavin own different parts of the original McKinney homestead, they each claimed a portion of the seven water rights. 75-10061E is William Slavin's combined claim for a portion of decreed exchange rights 75-51, 75-55 and 75-56. 75-10061G is Derrold Slavin's combined claim for a portion of decreed exchange rights 75-51, 75-55 and 75-56. 75-10062E is William Slavin's combined claim for a portion of decreed exchange rights 75-52, 75-53, 75-54 and 75-57. Claim 75-10178 is Derrold Slavin's combined claim to a portion of decreed exchange water rights 75-52, 75-53, 75-54, 75-57 and decreed water right 75-76.²

VI. Deeds

Monica Van Bussum, Senior Water Resource Agent for IDWR, met with representatives of the Slavin family on August 25 and August 26, 2010. During the meeting, the Slavins provided Ms. Van Bussum with a number of deeds. Based upon the deeds, the Slavins argue that the Department should have recommended them even more exchange water. The deeds suggest

¹ Water right claim no. 75-10178 combined a portion of the exchange water right 75-53, 75-54, and 75-57 for 0.081 with decreed right 75-76 for 0.3 cfs. The quantity shown in the table represents only the quantity of exchange water claimed.

² See footnote 1.

that the Slavins should be entitled to not just McKinney's share of the exchange water, but also to William Smith's share of the exchange water.

In the *McNutt v. Palmer* judgment, William Smith was decreed water right no. 75-63 for 80 inches with a May 1, 1884 priority date and with a place of use located at NW1/4 of Section 8, T22N, R22E. Attachment B at 4-5, 12. Smith was also listed as one of the parties that paid for the Salmon River ditch, so Smith was also entitled to receive exchange water as well.

Attachment C at 4-5.

The following is a summary of a series of deeds that have been presented to the Department. Attachment D is a map, which was provided to the Department by the Slavins, which will assist the reader in following all the various changes of ownership.

On April 24, 1906, Henry and Clara Griebler conveyed the Griebler homestead (Lots 2, 3 and 4, Section 5, Lots 1 and 2, Section 6, T22N, R22E) insert legal) to Peter McKinney, together with all water rights. Attachment E at 1.

On April 13, 1908, William Smith deeded the NW1/4 of Section 8, T22N, R22E (hereafter referred to as the "Smith Homestead") along with all water rights to Peter McKinney for \$2,400. Attachment F at 1.

On April 13, 1910, Peter McKinney conveyed a small part of the Smith Homestead to John Steele, but reserved all water from the sale. Attachment G at 1.

On April 14, 1910, Peter McKinney conveyed the McKinney Homestead, the McKinney Desert Entry and the Greiber homestead to the Salmon Land Company. The Smith Homestead was not included in the sale. Importantly, however, the deed included the majority of Smith water, including the exchange water. The deed states that included with the sale are "[a]ll water rights appurtenant to the land and heretofore used thereon, including water rights decreed to said

Peter McKinney, William Smith and Henry Greiber, in the suit of David McNutt et al against Thomas Palmer et al...amounting to the right to use 215 Miners Inches of the water of Carmen Creek, ...” Attachment H at 1.³ Peter McKinney did reserve some water in the sale, however: “And reserving from this conveyance five (5) Miners Inches of the aforesaid water of Carmen Creek for use on the other lands of said Peter McKinney.” *Id.* at 1. Thus, Peter McKinney, who owned the majority of Smith Homestead at this time and all of the Smith water (because he reserved the water from the portion he previously sold), decided to sell all the water rights off of the Smith property to Salmon Land Company except for 5 inches, presumably of the original Smith decreed water right, no. 75-63.

In a subsequent sheriff’s deed on foreclosure, dated February 27, 1915, the McKinney Homestead, the McKinney Desert Entry and the Greiber homestead were conveyed to Laura Boomer. The deed included the same water right language as was in the earlier deed: “including water rights decreed to said Peter McKinney, William Smith and Henry Griebner...amounting to the right to use 215 miner’s inches of water of Carmen Creek, Also excepting and reserving five miner’s inches of the aforesaid waters of Carmen Creek for use of other lands belonging to said Peter McKinney” Attachment I.

On August 28, 1916, Ella Brautigam deeded the Brautigam Homestead (area marked in yellow on Attachment D) to J. Isley. Attachment J at 1.

³ The Department has not been able to determine how the parties to the deed concluded that there were 215 miners inches of decreed water. McKinney was decreed water right nos. 75-74 and 75-75 for a total of 65 inches. On top of that, McKinney was entitled to one share of exchange water for 35 inches (assuming that McKinney received a smaller share of exchange water which is discussed further in Section VIII of this report). The Smith property was decreed 80 inches for water right no. 75-63 and was also entitled to a share of exchange water for 45 inches. Greiber’s Carmen Creek water right 75-52 became exchange water, so it is not added to the total separately. Thus, the total is $65+35+80+45 = 225$ inches of water, not 215. Interestingly, a subsequent deed does cite the number as 225 miner inches. See Lemhi Irrigation and Orchard Co. deed dated October 14, 1922, attached hereto as Attachment L.

On July 1, 1922, Lara Boomer deeded the McKinney Homestead, the McKinney Desert Entry, the Greiber Homestead and the Brautigam Homestead to Lemhi Irrigation & Orchard Co. along with all “tenements, hereditaments and appurtenances thereunto belonging...”

Attachment K at 1.

On July 29, 1922, J. and Lillie Isley deeded the Brautigam Homestead to Lara Boomer and H.H. Boomer. Attachment L at 1.

On October 14, 1922, Lemhi Irrigation and Orchard Co. sold the McKinney Homestead, the McKinney Desert Entry, the Greiber Homestead and the Brautigam Homestead (and numerous other lands) to Frank Babcock. Interestingly, the deed provides that “two hundred twenty-five (225) inches of decreed water right from Carmen Creek...for the Isley Ranch” go with the sale. Attachment M at 2. The Department assumes that this is the same 215 inches (now correctly calculated as 225 inches) of Carmen Creek water that was conveyed in the April 14, 1910 deed from McKinney to Salmon Land Co., as Isley was not decreed any Carmen Creek water in the *McNutt v. Palmer* decree and the Isley property appears to have been linked to the McKinney Homestead, the McKinney Desert Entry, and the Greiber Homestead by Laura Boomer.

On January 15, 1923, Continental Life Insurance Co. provided a mortgage to Babcock for the land he purchased from Lemhi Irrigation and Orchard Co. Attachment N at 1. The mortgage included “two hundred twenty-five (225) inches decreed water rights from Carmen Creek...”

Babcock failed to make payments and on July 15, 1925, Continental Life Insurance Co. was granted a decree of foreclosure, which also referenced the 225 inches of Carmen Creek water. Attachment O at 6. Continental Life Insurance Co. was issued a sheriff’s deed on

foreclosure on August 30, 1926. The deed also references the 225 inches of Carmen Creek water. Attachment P at 2.

On March 7, 1930, Peter and Rose McKinney conveyed the remainder of the Smith Homestead to Fred Kohl, together with “all water, water rights, ditches and ditch rights thereto appertaining or used in connection therewith.” Attachment Q at 1.

On March 15, 1930, Continental Life Insurance Co. sold the McKinney Homestead, the McKinney Desert Entry, the Greiber Homestead and the Brautigam Homestead to William Barbee, together with “all ditch and water rights of every nature belonging to or used upon said lands, however evidenced.” Attachment R at 1. Continental Life Insurance Co. subsequently foreclosed on the property again and received the property and the water rights back via sheriff’s deed dated April 25, 1933. Attachment S at 1.

It appears that Continental Life Insurance Co. subsequently went out of business because there is a deed conveying the McKinney Homestead, the McKinney Desert Entry, the Greiber Homestead and the Brautigam Homestead (along with other lands) from the superintendent of the Insurance Department of the State of Missouri to Kansas City Life Insurance Co, along with all ditch and water rights, dated March 29, 1937. Attachment T at 1.

On January 24, 1944, Kansas City Life Insurance Co. sold the McKinney Homestead, the McKinney Desert Entry, the Greiber Homestead and the Brautigam Homestead to S.J. and Lena Skinner, together with all ditch and water rights. Attachment U at 1.

On May 6, 1947, the Skinners sold the McKinney Homestead, the McKinney Desert Entry, the Greiber Homestead and the Brautigam Homestead to Theodore and Leitha Slavin and Milton and Janice Slavin, together with all ditch and water rights. Attachment V at 1.

The Department understands that William and Derrold Slavin are successors in interest to Theodore and Leitha Slavin and Milton and Janice Slavin.

In summary, a review of the deeds outlined above suggests that when Peter McKinney sold the McKinney Homestead, the McKinney Desert Entry and the Greiber Homestead to Salmon Land Co. in April 14, 1910, he sold the Smith exchange water with the sale. Based upon the information that has been provided to the Department by the Slavins, it would appear that when McKinney subsequently sold the Smith Homestead to Kohl in 1930, the Smith exchange water had already been sold off the property. As described above, however, the Smith Homestead is now owned by others and the Smith exchange water has been recommended and partially decreed to Antelope Hills North Water Co.

VII. WATER RIGHT DELIVER RECORDS

McFarland, in his February 5, 2010 letter, states that the Slavins have never received more than 1 cfs previously. Attachment A at 1. In support of this, McFarland has submitted various delivery records with his letter. The Department has reviewed the delivery records submitted by McFarland. While it is very possible that the Slavins have never received more than 1 cfs, the Department does not believe that the water delivery records conclusively make this point. There are a number of holes in the delivery records and a number of assumptions that must be made if one is to say that the Slavins did not receive more than 1 cfs. The Department believes that it is impossible to conclusively say how much water has been delivered to the Slavins and Antelope Hills North Water Co. based upon the records submitted. Furthermore, it appears that there has been a long running dispute regarding delivery of the McKinney right and that the water master did not deliver it for many years, so it makes sense that the delivery records would lack information about delivery of the exchange water to the McKinney property.

Exhibit I is attached to McFarland's February 5, 2010, letter. Attachment A at 2. The first set of water master records in Exhibit I are the water delivery records for Carmen Creek for 1979. McFarland has highlighted a section at the bottom of the page. The name of the water user is not entirely clear, but it likely states "Slavin-Big Flat." At the right hand side of the highlighted section, someone has hand written in ".3 cfs is Slavins 82 rt # 0075". The Department believes that this is not original to the record and was hand written by McFarland. Most of the entries listed under the quantity of water delivered to "Slavin-Big Flat" are not legible, but at least for the last quantity, it states ".423". The lack of additional information makes it difficult for the Department to reach any conclusion about how much water exchange water was delivered to the Slavins/McKinney Homestead. First, the records only show a quantity of water. The records do not identify which water rights were being delivered. Because the Carmen Creek judgment decreed multiple water rights to each parcel, it is difficult (if not impossible) to say with any certainty which water rights are being delivered without some listing of the actual water rights delivered. Second, the names are not linked to a place of use. So to definitively say that a particular deliver record is linked to a particular location (say the McKinney Homestead) requires the reader to make an assumption as to the location of the place of use. While it is probable that "Slavin-Big Flat" refers to land that includes the McKinney Homestead, the Department cannot say this for certain.

The second set of water delivery records in Exhibit I are Carmen Creek records for 1980. Similarly, the records are not tied to any particular water right and are not linked to a point of diversion or place of use. Because McFarland has highlighted the name "Big flat," the Department assumes that McFarland is indicating that the McKinney homestead was included in

the Big flat delivery. Interestingly, the records show that more than 1 cfs as being delivered to Big flat, but doesn't say which water rights were delivered or to how many water users.

Exhibit III includes the daily water master records for Carmen Creek from 1994. Attachment A at 14. On top of the second page, someone (the Department assumes McFarland) has made a hand written note that states "need column shows 140 [inches] which is a combination of .9 for Antelope Hills N .9 for Antelope Hills Homeowners Association & 1 cfs for Slavins." McFarland's hand written note aside, the records simply do make it clear how much water was delivered to the McKinney property. While McFarland's interpretation of this record is plausible, the record is not definitive. Exhibit III also contains what appears to be a record of water district billing for 1994. The Department is unsure how this document supports McFarland's argument.

Exhibit III also contains the 2000 water delivery records. Again, it appears that McFarland has added a comment outlining how he believes that water was distributed. However, as described above however, the records simply do make it clear how much water was delivered to the McKinney property. Exhibit III also contains what appears to be a record of water district billing for 2000. Again, the Department is unsure how this document supports McFarland's argument.

Exhibit III also contains the water delivery records for 2004. Bill Slavin is identified in these records by name. The quantity of water delivered to Bill in 2004 does exceed 1.0 cfs. Earlier statements of McFarland suggest that the delivery records exceed 1.0 cfs because the water delivered to Antelope Hills was included in the total for Bill Slavin. However, this is not expressly spelled out in the records.

In conclusion, the Department does not believe that the water master records definitively show that the Slavins have never received more than 1 cfs of water. The records lack critical information and require the reader to make certain assumptions. This is not to say that the records when combined with firsthand knowledge of a water master might be sufficient evidence of historical water delivery, but simply that the records by themselves do not clearly establish that the Slavins did not receive more than 1.0 cfs.

Exhibit II contains a letter that sheds some light on possible discrepancies in the water master records. Exhibit II contains a transcribed copy of a letter from Dave McFarland (a former water master on Carmen Creek) to IDWR. Attachment A at 13. The letter dated March 26, 1982 is in response to a recent decree abstract that was forwarded to the water master to assist him in delivery of water right on Carmen Creek. The letter explains that the names listed with an asterisk in the abstract "are the ones which presently receive exchange water with one exception." Dave McFarland continues:

The exception is the Peter McKinney right which is delivered to no one presently. Sometime shortly after 1902, Peter McKinney purchased the lands of William Smith and Robert Martin and apparently transferred his share to these lands. At least, the old water masters' records show these lands receiving 3 shares until about 1957. No official record of this transaction has been found but old-timers testify to its use, if not truth. About 1962[?], the State Department of Reclamation told the water master to turn off the exchange rights to force the water users to come [sic] to an agreement as to where the Peter McKinney right was to be used. The water master just shut the Peter McKinney right off. That is the current status of the right.

Attachment A at 13 (question mark in transcription).

The letter talks about a consolidation of land ownership by McKinney but then suggests that the McKinney water right was consolidated on the Smith and Martin land. Based on the deeds provided by the Slavins, the statement that the rights were consolidated on the Smith and Martin property is mistaken. The deeds establish that the

exchange water was sold off the Smith land with the sale of the McKinney Homestead and the Grieber Homestead. More importantly, however, the statement that the water master shut off the McKinney right could explain some of the discrepancies in water delivery records. It appears that since sometime in the 1960's, there has been a dispute over how water should be delivered to the McKinney property.

VIII. MCKINNEY'S SHARE OF THE EXCHANGE WATER

McFarland also questions the size of the McKinney share of exchange water. While the judgment and the report of the arbitrators do not explicitly state how much of the exchange water goes to each person, one historical letter in IDWR's files describes how the exchange water was split among the original 15 water users:

The oldtimers say that this exchange water was divided into shares of 45 inches each; that of the 15 people named in paragraph 5, 13 have always been understood to be entitled to one full share of 45 inches, and the two remaining users, to one-half share each. This would make 14 shares of 45 inches, which comes to 630 total inches, which accounts for the 620 inches except the 10 inch discrepancy.

Letter from Sherman F. Furey, Jr., to Department of Reclamation, dated August 4, 1964, attached as Attachment W.

The issue of the 10 inch discrepancy discussed in Furey's letter is an issue here. Bruce McFarland, in his February 5, 2010 letter, provides another letter from Dave McFarland that explains how his father, also a former water master on Carmen Creek, tried to address the 10 inch discrepancy. Attachment A at 8. In Dave McFarland's January 27, 2010 letter, he generally outlines the dispute over the delivery of the exchange water. Dave McFarland then states:

In 1970, my Dad tried to get a stipulated agreement to resolve the issue (see Exhibit 2). This agreement resolved a long standing discrepancy between the 620 inches decreed and the 630 inches delivered (14 shares of 45 inches each). The stipulated agreement gave Milton and Theodore Slavin 35 inches of transfer water. This was the 45 inches curtailed from the Austin Place. Milton and his

wife quickly signed it but on one else did. I asked Stan Daniels why he had not signed. His reply was 'We all liked Milt Slavin but really the water should have gone to the Austin place.' About this time Mr. Austin either died or moved away and the discussion was dropped and no 35 inch right was delivered. ... I cannot remember the exact time but sometime while I was Watermaster I started delivering the 35 inches as the argument over where it should go was gone and the original transfer agreement showed the Slavin ranch as entitled to one share.

Attachment A at 8.

The Department agrees that the 35 inch share of exchange water is a concern. If a 45 inch share is recommended, this would exceed the 620 inches decreed in the *McNutt v. Palmer* judgment. If the Antelope Hills North Water Co. water rights are not set aside, the Department recommends that the Slavins recommendations be decreed smaller share of exchange water so that the number of inches of Carmen Creek water decreed in the SRBA is consistent with the number of inches of Carmen Creek water decreed in the *McNutt v. Palmer* judgment. Without including the Slavin's exchange water, 7.566 cfs of 8.00 cfs of the 1875 exchange water is accounted for. And without including the Slavin's exchange water, 4.143 cfs of the 4.40 cfs of the 1882 exchange water is accounted for. Therefore, 0.434 cfs of the 1875 exchange water and 0.257 of the 1882 exchange water could be recommended to the Slavins. This is approximately 35 total inches.

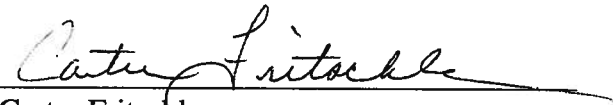
IX. CONCLUSION

The Department agrees with McFarland that the exchange water for the *McNutt v. Palmer* decree has been over recommended. To correct the error would require reducing the quantity of water recommended to either the Slavins or Antelope Hills North Water Co. The Slavins have presented credible evidence that the Smith exchange water was appurtenant to their property. However, the Smith exchange water has been recommended and partially decreed to Antelope Hills North Water Co. Historical watermaster delivery records provided by McFarland are not

clear. McFarland states that the Slavins have never received more than 1 cfs of water but the Department is not able to confirm this based upon the delivery records provided.

The bottom line is that unless the Antelope Hills North Water Co. partial decrees are set aside and the water reallocated, the current recommendation of 1.362 cfs (or 68.1 inches) total of exchange water to William and Derrold Slavin is too high. If the Antelope Hills North Water Co. water rights are not set aside, the Department recommends that the Slavins be decreed a total of 0.434 cfs of the 1875 exchange water and 0.257 of the 1882 exchange water (approximately a 35 inch share) so that the number of inches of Carmen Creek water decreed in the SRBA is consistent with the number of inches of Carmen Creek water decreed in the *McNutt v. Palmer* judgment.

Submitted this 21st day of December, 2010.


Carter Fritschle
Adjudication Section Manager

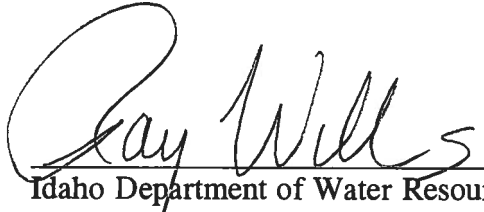
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I served a true and correct copy of the following described document on the persons listed below by United States mail with the correct postage affixed thereto on this 22nd day of December, 2010.

Document Served: Supplemental Director's Report Regarding Subcase Nos.
75-63A, 75-75A, 75-10061E, 75-10061G, 75-10062E, 75-10178,
and 75-14637

Persons Served: Milton A. Slavin
Attorney at Law
116 N. Center Street
Salmon, ID 83467

Bruce McFarland
P.O. Box 124
Carmen, ID 83462


Idaho Department of Water Resources

ATTACHMENT A

RECEIVED

FEB 05 2010

DEPARTMENT OF
WATER RESOURCES

Bruce McFarland
PO Box
Carmen, Id 83462
January 30, 2010

Snake River Basin Adjudication Court
Twin Falls, ID 83843

To the Court:

I intend to prove two points. First the Slavins have never received more than 1cfs previously, not 1.66cfs as claimed and subsequently given by the court in the partial decree. Secondly if the Slavins receive the currently recommended amount in the final decree more exchange water will have been allocated than was given in the original McNutt vs. Palmer decree.

The documents provided will show the amount of water delivered to the Slavins prior to the early 1980's and the amount delivered since. The watermaster daily records of 1979 and 1980 (Exhibit 1) shows the diversion rate at that time to the Slavin property was 0.3cfs, which is the amount decreed by right 75-0075 with an 1882 priority date. At that time as shown by the daily records (Exhibit 1), that was all that was delivered to Slavins until the early to mid 1980's. A decision was then made to give Slavins an additional 0.7cfs of exchange water. This right is a combination of 0.466cfs 1875 and 0.233cfs of 1882 priority date exchange water. This delivery of an additional 0.7cfs is supported by the Dave McFarland letter, the WATER AGREEMENT FOR WATERS OF CARMEN CREEK LEMHI COUNTY, IDAHO and the letter between Dave McFarland, watermaster, and Ernie Carlson, IDWR, (Exhibit 2). The watermaster daily records and proposed budgets of the years of 1994, 2000, 2004 (Exhibit 3) show this additional 0.7cfs delivery to the Slavins. The watermaster daily records immediately following the transfer have not been included because they aren't well done and therefore not very clear. There is no distinction between priority dates of the quantities listed in the daily records for the years immediately following the additional 0.7cfs delivery. The total amount of exchange water under the 1901 David McNutt vs. Thomas Palmer adjudication is 12.40cfs. Until the additional 0.7cfs was delivered to the Slavins only 11.70cfs of the exchange water was being delivered. This additional 0.7cfs to the Slavins brought the total delivery to 12.40cfs the amount of the original decree. The table in Exhibit 4 shows this. When reviewing the daily records it is important to note that combined with the 1cfs of Slavin water there is an additional 1.8cfs that goes to Antelope Hills North and the Antelope Hills Home Owner's Association. These quantities are both delivered in the Slavin ditch and recorded as one measurement therefore when calculating the usage by Slavins at least 1.8cfs must be subtracted from the amount shown in the watermasters daily record. The budgets also reflect that the billings to the Slavins are comparable to billings of other users with similar water usage.

The included documentation should be sufficient to prove the previous quantities delivered to the Slavins is less than they were given by the partial decree. If the court continues to honor the current partial decree the total amount of "exchange water" will have been exceeded according to McNutt vs. Palmer.

Signed:



Bruce McFarland

Exhibit I

179

PROPERTY OF THE STATE OF IOWA

Form No. 200-W

WATERMASTER'S

DAILY RECORD

Stream Cameau Creek

Water Gauge 75-D

Month of July-Aug-Sept, 1919

Watermaster John Smith

P. O. Address Box 80 - Corn

Two days after the close of the tab-
ulation season the Watermaster must
forward this book to

DEPARTMENT OF WATER
RESOURCES
STATE HOUSE
DES MOINES, IOWA

If this book is lost, the Owner will please advise it
to the Watermaster of the district, as it contains
valuable records.

Name of Person
 Albert Schultz
 Bertram Shaw
 M. L. Shaw
 Dick Austin
 Larry Bell
 Upper
 Jack Neal
 Stan Daniels
 Arthur Alder
 Lower
 Morris Fallon
 Carson Lee Martin
 Lower
 From Jim
 From Eds.
 Carson Eds. lower
 From Eds.
 Post
 Nick McFarland
 From
 Megan De Board
 Jack Ellis
 Shara By Plot

DATE OF MONTH					
24	25	26	27	28	29
11.16	1.35	1.80	2.60	3.40	
1.05	.70	.70	.70	.67	
2.20	2.70	1.40	1.40	1.40	
1.60	1.60	1.60	1.60	1.60	
1.50	1.50	1.50	1.50	0.90	
2.10	3.00	2.00	2.00	1.40	
2.14	2.14	2.14	2.14	2.46	
3.00	2.50	2.50	1.00	1.40	
3.21	3.00	3.00	3.00	2.46	
2.00	2.00	1.00	1.00	2.02	
0.90	0.90	.70	.70	.70	
2.25	2.25	2.25	2.25	2.25	
3.53	2.53	2.53	2.53	3.10	
.70	.70	.70	.70		
.50	.50	.70	.70		
3.11	3.00	3.00	3.00	2.53	
.70		.70	.70	.70	
.70	.70	.70	.70	.70	
4.00	3.53	3.53	3.53	2.46	
2.00	2.00	2.00	2.00	1.00	
1.00	1.00	1.00	1.00	.70	
.70	.70	.70	.70	.70	
1.00	1.00	1.00	1.00	1.00	
.03	.03	.03	.03	.03	

30 AS 16514115
 82 H 11 0075

Name of Person	Aug.	Aug 8	Aug 15	Aug 21	Aug 28	Sat. 10	Sat. 17	Sat. 24
Albert Schultze	1.00	1.43	1.30	1.43	1.40	1.00	1.00	1.00
Barnes & Shaw	.60	.60	.60	.60	.58	.40	.40	.40
Milt Stone	1.40	1.50	1.50	1.40	1.40	1.00	1.00	1.00
Duff Austin	1.90	.90	.90	.90	.90	—	—	—
Larry J.D.S.	.70	.70	.70	—	—	—	—	—
Upper	1.00	.70	.70	.70	.70	.83	.81	.77
Tack Neal	1.70	2.19	2.00	2.55	2.00	1.40	1.30	1.30
Stan Donald	1.40	.70	.70	.70	.70	.70	.70	.70
Arthur Albore	2.32	2.32	2.32	2.32	2.32	2.00	1.90	1.40
Jones	1.61	1.57	—	—	1.00	—	—	—
Alma Fallon	.90	.90	.90	.90	.90	.90	.90	.90
Cecilia Endicott	2.20	2.00	2.00	2.00	1.80	1.50	1.80	1.40
Lower	2.00	1.40	1.40	1.40	1.40	1.00	1.00	1.00
Finn Tim	.70	.70	—	—	—	—	—	—
Finn B.G.S.	—	—	—	—	—	—	—	—
Carla Ida Leamer	2.55	1.55	1.50	1.00	1.00	1.00	1.00	—
Finn Ash	.70	.40	.40	—	—	—	—	—
Pete	.70	—	—	—	—	—	—	—
Ad. A. Farland	2.46	2.46	2.00	1.40	1.40	1.00	1.00	.70
Flora	1.00	.40	—	—	—	—	—	—
Amy de Bond	.70	.50	.50	.40	.70	.40	.30	.20
Jack Ellis	.70	.50	.50	.40	.40	.40	.30	.20
	1.67	1.67	1.67	1.40	1.40	1.40	1.00	1.00
Shane - by Post	.40	.20	.30	.30	.30	.30	.20	—

PROPERTY OF THE STATE OF IDAHO

Form No. 300-W

WATERMASTER'S

DAILY RECORD

Stream Carmen Creek

Water District 75-D

Month of July - Aug, 1980
Sept -

Watermaster Jim Smith

P. O. Address Box 80 - Carmen
83462

Ten days after the close of the irrigation season the Watermaster must
return this book to:

RECEIVED

DEPARTMENT OF

DEC 16 1980 RESOURCES

STATE HOUSE

OCT 15 1980

Department of Water Resources
Eastern District Office

Department of Water Resources
Eastern District Office

If this book is lost, the finder will please return it
to the Watermaster of the district, as it contains
valuable records.

Name of Present Owner		Address	Water Right Ident. No.	Amount (3)	DAYS OF MONTH							Acres Cult. used	Sec.	Twp.	Rge.
					16	18	20	24	27						
Albert Schmitz		90" - 3 3/8" - .32		.581	2.11	.581	2.11	2.28							
Bart & Slavin		30" - 3 3/8" - .32		.863	1.88	1.88	1.88	1.98							
M. IT Slavin		75" - 2 1/16" - .17		2.02	2.02	-0-	-0-	-0-							
Dick Marton		45" - 3 4" - .27		2.07	2.07	2.07	2.07	2.07	2.04						
Letty Bells		45" - 3 4" - .27		2.07	2.07	2.07	2.07	-0-	-0-						
Jack Neal		135" - 5 1/2" - .43		4.47	2.97	2.97	2.97	2.74	2.83						
Stan Daniels		45" - 5 1/2" - .43		1.61	1.61	1.61	1.61	1.61	1.61						
Art Aldous		90" - 3 3/8" - .32		2.46	2.26	2.26	2.26	2.26	2.26						
Art "		75" - 3 3/8" - .30		4.26	2.26	4.26	2.26	2.26	2.26						
Arch upper		45" - 3 3/8" - .32		3.62	3.42	3.42	3.42	3.42	3.42						
Arch lower		45" - 3 3/8" - .32		4.04	3.42	3.42	3.42	3.42	3.42						
Jim McFarland		165" - 4 5" - 5 1/2" - .46		4.47	4.47	4.47	4.47	4.47	4.47						
Mich McFarland		314" - 4 5" - 5 1/2" - .46		4.47	4.47	4.47	4.47	4.47	4.47						
Flume		H		4.12	4.12	4.12	4.12	4.12	3.67						
Pasture		H		4.12	4.12	4.12	4.12	4.12	3.67						
Ziegler		22 1/2		4.70	4.70	4.70	4.70	4.70	4.70						
Bells upper		T		3.54	3.54	3.54	3.54	3.54	3.54						
Jack Ellis		22 1/2		4.70	4.70	4.70	4.70	4.70	4.70						
Dartan		45"		3.42	3.42	3.42	3.42	3.42	3.42						
Big Flat		15"		1.319	1.319	1.319	1.319	1.319	1.319						
Morris Fallon		15"		9.54	9.54	9.54	9.54	9.54	9.54						

NOTE—Figures to be given in cubic feet per second for 24-hour periods, or 24-hour second feet. Give name of owner of water rights, not tenant.

Month of July / Aug 80

Month of July / Aug / 1980

NOTE—Figures to be given in cubic feet per second for 24-hour periods, or 24-hour second feet. Give name of owner of water right, not tenant.

Name of Present Owner	31	Aug	1	10	DAYS OF MONTH					Sec.	Twp.	Res.
					19	20	Sept 13	Sept 13	Sept 13			
Albert Schultz	2.11	3.71	3.77	2.11	2.10	2.10	1.75	2.10	2.00	1.75		
Bart & Slavin	1.88	1.58	1.58	1.88	1.88	1.88	1.88	1.88	1.88	1.88		
M. L. T. Slavin	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00		
Dick Morton	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00		
Larry Bills	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-		
Jack Neal	2.74	1.23	2.74	2.74	2.74	2.74	2.74	2.74	2.74	2.74		
Stan Daniels	1.61	.97	.97	.97	.97	.97	.97	.97	.97	.97		
Art Aldous	2.26	1.95	1.95	1.95	1.95	1.95	1.95	1.95	1.95	1.95		
Art "	2.26	1.61	1.61	1.61	1.61	1.61	1.61	1.61	1.61	1.61		
Arch upper	3.42	1.23	1.23	1.23	1.23	1.23	1.23	1.23	1.23	1.23		
Arch lower	3.42	3.12	3.12	3.12	3.12	3.12	3.12	3.12	3.12	3.12		
Jim McFarland	4.04	3.22	3.22	3.22	3.22	3.22	3.22	3.22	3.22	3.22		
Mich McFarland	4.15	3.22	3.22	3.22	3.22	3.22	3.22	3.22	3.22	3.22		
Flume	.367	.367	.367	.367	.367	.367	.367	.367	.367	.367		
Pasture	.367	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-		
Ziegler	.470	.470	.470	.470	.470	.470	.470	.470	.470	.470		
Bills - upper	3.54	1.54	1.54	1.54	1.54	1.54	1.54	1.54	1.54	1.54		
Jack Ellis	.470	.470	.470	.470	.470	.470	.470	.470	.470	.470		
Barton	3.25	1.63	1.63	1.63	1.63	1.63	1.63	1.63	1.63	1.63		
Biz Flat	1.28	1.28	1.28	1.28	1.28	1.28	1.28	1.28	1.28	1.28		
Morris Fallon	.914	.914	.914	.914	.914	.914	.914	.914	.914	.914		

Exhibit II

Carmen, Idaho 83462
January 27, 2010

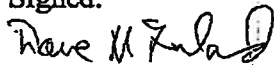
Snake River Basin Adjudication Court
Twin Falls, ID

To the Court:

Concerning the case between Bruce McFarland, Watermaster vs Derrold and Bill Slavin.

My name is Dave McFarland. I was Watermaster on Carmen Creek for several years in the 1980's. My father, Archie had been the Watermaster in the late '60's and early '70's. In his files are several documents showing the allocation of the so called "transfer water" which was Carmen Creek water transferred to upstream users in exchange for construction of works and delivery of Salmon River water to downstream users. Total water transferred was 620 inches, 400 inches of 1875 priority date water and 220 inches of 1882 water. Until sometime in the 1960's this water was allocated as in the old hand written abstract(copy enclosed as Exhibit 1). At that time the water user identified in the margin as " Austins" became dissatisfied with his allocation. My Dad and another old timer named Stanley Daniels told me that in the ensuing discussion, the State Water Resources Department instructed the Watermaster to curtail delivery of all transfer water until the users could agree on its allocation. Apparently the Watermaster just curtailed the delivery of 45 inches(one share) to the Austin place. In 1970 my Dad tried to get a stipulated agreement to resolve the issue (see Exhibit 2). This agreement resolved a long standing discrepancy between the 620 inches decreed and 630 inches delivered (14 shares of 45 inches each). The stipulated agreement gave Milton and Theodore Slavin 35 inches of transfer water. This was the 45 inches curtailed from the Austin place. Milton and his wife quickly signed it but no one else did. I asked Stan Daniels why he had not signed. His reply was "We all liked Milt Slavin but really the water should have gone to the Austin place." About this time Mr. Austin either died or moved away and the discussion was dropped and no 35 inch right was delivered. I think Bruce McFarland is submitting documentation. I cannot remember the exact time but sometime while I was Watermaster I started delivering the 35 inches as the argument over where it should go was gone and the original transfer agreement showed the Slavin ranch as entitled to one share.

Signed:



Dave McFarland

WATER AGREEMENT FOR WATERS OF CARMEN CREEK
LEMHI COUNTY, IDAHO

1
2 We, the undersigned, Jack Neal and Janice Neal, husband and
3 wife; Ernest Neal and Katie Neal, husband and wife; Stanley Daniels,
4 an unmarried man; Arthur Aldous and Claire Aldous, husband and
5 wife; Robert Parmenter and Phyllis B. Parmenter, husband and wife;
6 William D. Parmenter and Carolyn C. Parmenter, husband and wife;
7 Gerald A. Parmenter, a single man; Arch McFarland and Anita
8 McFarland, husband and wife; Harold McFarland and Ethel McFarland,
9 husband and wife; Glenn McFarland and Norma McFarland, husband and
10 wife; Morgan DeBoard and June DeBoard, husband and wife; Jack Ellis
11 and Diane Ellis, husband and wife; DeLoy E. Wolfley and Maria
12 Wolfley, husband and wife; Dale K. Wolfley and Marylyn Wolfley,
13 husband and wife; Kim M. Wolfley, a single man; Monty D. Wolfley, a
14 single man; Dick Morton and Precious Morton, husband and wife;
15 Larry Bills and Evelyn Bills, husband and wife; Ted Slavin and
16 Leitha Slavin, husband and wife; Milton Slavin and Janice Slavin,
17 husband and wife; Albert Schultz and _____ Schultz, husband
18 and wife; Milton Slavin, Jr. and Helen Slavin, husband and wife;
19 Dale Barsalou and Donna Barsalou, husband and wife; hereby certify
20 and agree that we are all users of the waters of Carmen Creek in
21 Lemhi County, State of Idaho, and that we use waters from said
22 Carmen Creek and that said use includes, in so far as hereinafter
23 designated, waters from what is commonly known and referred to as
24 the "Big Flat Agreement: and that such use has continued for a
25 long period of time; and, we hereby agree that it shall continue
26 in the same manner which is hereinafter specifically described as
27 to the amount of water that has been and now is being used and to
28 be used by all of us and our heirs, successors or assigns, to wit:
29
30
31
32

FRED H. SNOOK
LAWYER
SALMON, IDAHO

1 Albert and _____ Schultz----- 90 inches
 2 Larry and Evelyn Bills----- 45 inches
 3 Dick and Precious Morton----- 45 inches
 4 Jack and Janice Neal----- 45 inches
 5 Earnest Neal-----
 6 Stanley Daniels----- 45 inches
 7 Arthur and Claire Aldous----- 90 inches
 8 Robert and Phyllis B. Parmenter)
 9 William D. Parmenter and Carolyn C. Parmenter)
 10 Gerald A. Parmenter) 45 inches
 11 Arch and Anita McFarland----- 45 inches
 12 Harold and Ethel McFarland----- 22½ inches
 13 Glem and Norma McFarland----- 22 ½ inches
 14 Morgan and June DeBoard----- 22½ inches
 15 Jack and Diane Ellis----- 22½ inches
 16 Milt and Janice Slavin & Ted & Leitha Slavin- 35 inches
 17 DeLoy E. and Marian Wolfley)
 18 Dale K. and Marylyn Wolfley)
 19 Kim M. Wolfley)
 20 Monty D. Wolfley)----- 45 inches

21 The purpose of this agreement is to establish and permanent
 22 and recognized record of the use of the waters from the said "Big
 23 Flat Agreement;
 24

25 IN WITNESS WHEREOF, We have hereunto set our hands this _____
 26 day of February, 1970.
 27
 28
 29
 30
 31
 32

FRED H. SNOOK
 LAWYER
 SALMON, IDAHO

1	Milton Slavin	
2	James P. Slavin	
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LOOK
WHO

11.

1 STATE OF IDAHO

2 County of Lemhi--SS

3 On this _____ day of February, 1970, before me, the under-
4 signed, a Notary Public in and for said State, personally appear
5 Jack and Janice Neal, husband and wife; Ernest and Katie Neal,
6 husband and wife; Stanley Daniels, an unmarried man; Arthur and
7 Claire Aldous, husband and wife; Robert and Phyllis B. Parmenter
8 husband and wife; William D. and Carolyn C. Parmenter, husband &
9 wife; Gerald A. Parmenter, a single man; Arch and Anita McFarland
10 husband and wife; Harold and Ethel McFarland, husband and wife;
11 Glenn and Norma McFarland, husband and wife; Morgan and June Del
12 husband and wife; Jack and Diane Ellis, husband and wife, DeLoy
13 and Maria Wolfley, husband and wife; Dale K. and Marylyn Wolfley
14 husband and wife; Kim M. Wolfley, a single man; Monty D. Wolfley
15 a single man; Dick Morton and Precious Morton, husband and wife
16 Larry and Evelyn Bills, husband and wife; Ted and Leitha Slavin
17 husband and wife; Milton Slavin and Janice Slavin, husband and
18 wife; Albert and _____ Schultz, husband and wife; Milton
19 Slavin, Jr and Helen Slavin, husband and wife; Dale and Donna
20 Barsalou, husband and wife; known to me to be the persons whose
21 names are subscribed to the within instrument and acknowledged
22 me that they executed the same.

23
24
25
26 IN WITNESS WHEREOF, I have hereunto set my hand and affixe
27 my official seal, the day and year in this certificate first at
28 written.

29
30
31 Notary Public for Idaho, Residing at Salmon, Idaho.
32

FRED H. SNOOK
LAWYER
SALMON, IDAHO

12.

TRANSCRIBED
VERSION

Box 125
Carmen, Idaho 83462

Ronald Carlson
Department of Water Resources
Eastern District Office
150 Shoup[?] Avenue
Idaho Falls, Idaho 83401

[RECEIVED]
MAR 26 1982
Department Water Resources
Eastern District Office

Dear Ronald:

This letter is to comment on the 1982 revision of the abstract for Carmen Creek, Water District 75 D, which is included herein.

The revision is useable and agrees with my interpretation of the 1902 decree and exchange agreements. The exchange rights are probably most deserving of specific mention. The names listed with an asterisk are the ones which presently receive exchange water with one exception. Each named person/place receives 45 inches of water except Theodore Batson and Elwood D. Clark who each get ½ shares or 22½ miners' inches of water. All exchange water is considered 1882 water as a matter of practicality.

The exception is the Peter McKinney right which is delivered to no one presently. Sometime shortly after 1902, Peter McKinney purchased the lands of William Smith and Robert Martin and apparently transferred his share to these lands. At least, the old water masters' records show these lands receiving 3 shares until about 1957. No official record of this transaction has been found but old-timers testify to its use, if not truth. About 1962[?], the State Department of Reclamation told the water master to turn off the exchange rights to force the water users to come to an agreement as to where the Peter McKinney right was to be used. The water master just shut the Peter McKinney right off. That is the current status of that right.

Sincerely yours,
S/s Dave McFarland
Watermaster Dist. 75D

Included[?] Attach[?]

225
45
160

EX. 6.1 + III

PROPERTY OF THE STATE OF IDAHO

Form No. 300-W

WATERMASTER'S

DAILY RECORD

Stream CARMEN CREEK AND TRIBUTARIES

Water District 75-D

Month of July, 19 94

Watermaster GENA W. FARLAND

P.O. Address P.O. Box 72

CARMEN, ID. 83462

Ten days after the close of the
irrigation season the Watermaster
must forward this book to

DEPARTMENT OF
WATER RESOURCES
STATEHOUSE
BOISE, IDAHO 83720

If this book is lost, the finder will please
return it to the Watermaster of the district, as
it contains valuable records.

68-30-179
1988 8-20-13, 1, 2008

RECEIVED
NOV 02 1994
Department of Water Resources
Eastern District Office

1992

NOTE Figures to be given in cubic feet per second for 24-hour periods, or 24-hour second feet. Give name of owner of water rights, not tenant.

needs learn shows
up" which
is combination of
ag for antipope, up
for article, will home
own news Assoc. + 100
MSK / for slavery
WED.

Name of Present Owner	WATER RIGHT IDENTIFICATION NO.	Amount Second Feet (cfs)	1 7-5	2 7-6	3 7-7	4 7-9	5 7-11	6 7-12	7 7-13	8 7-14	9 7-15	10 7-16	11 7-17	12 7-18	13 7-19	14 7-20	15 7-21	16 7-22	17 7-23	18 7-24	19 7-25	20 7-26	21 7-27	22 7-28	23 7-29	24 7-30	25 7-31	26 7-32	27 7-33	28 7-34	29 7-35	30 7-36	31 7-37	32 7-38	33 7-39	34 7-40	35 7-41	36 7-42	37 7-43	38 7-44	39 7-45	40 7-46	41 7-47	42 7-48	43 7-49	44 7-50	45 7-51	46 7-52	47 7-53	48 7-54	49 7-55	50 7-56	51 7-57	52 7-58	53 7-59	54 7-60	55 7-61	56 7-62	57 7-63	58 7-64	59 7-65	60 7-66	61 7-67	62 7-68	63 7-69	64 7-70	65 7-71	66 7-72	67 7-73	68 7-74	69 7-75	70 7-76	71 7-77	72 7-78	73 7-79	74 7-80	75 7-81	76 7-82	77 7-83	78 7-84	79 7-85	80 7-86	81 7-87	82 7-88	83 7-89	84 7-90	85 7-91	86 7-92	87 7-93	88 7-94	89 7-95	90 7-96	91 7-97	92 7-98	93 7-99	94 7-100	95 7-101	96 7-102	97 7-103	98 7-104	99 7-105	100 7-106	101 7-107	102 7-108	103 7-109	104 7-110	105 7-111	106 7-112	107 7-113	108 7-114	109 7-115	110 7-116	111 7-117	112 7-118	113 7-119	114 7-120	115 7-121	116 7-122	117 7-123	118 7-124	119 7-125	120 7-126	121 7-127	122 7-128	123 7-129	124 7-130	125 7-131	126 7-132	127 7-133	128 7-134	129 7-135	130 7-136	131 7-137	132 7-138	133 7-139	134 7-140	135 7-141	136 7-142	137 7-143	138 7-144	139 7-145	140 7-146	141 7-147	142 7-148	143 7-149	144 7-150	145 7-151	146 7-152	147 7-153	148 7-154	149 7-155	150 7-156	151 7-157	152 7-158	153 7-159	154 7-160	155 7-161	156 7-162	157 7-163	158 7-164	159 7-165	160 7-166	161 7-167	162 7-168	163 7-169	164 7-170	165 7-171	166 7-172	167 7-173	168 7-174	169 7-175	170 7-176	171 7-177	172 7-178	173 7-179	174 7-180	175 7-181	176 7-182	177 7-183	178 7-184	179 7-185	180 7-186	181 7-187	182 7-188	183 7-189	184 7-190	185 7-191	186 7-192	187 7-193	188 7-194	189 7-195	190 7-196	191 7-197	192 7-198	193 7-199	194 7-200	195 7-201	196 7-202	197 7-203	198 7-204	199 7-205	200 7-206	201 7-207	202 7-208	203 7-209	204 7-210	205 7-211	206 7-212	207 7-213	208 7-214	209 7-215	210 7-216	211 7-217	212 7-218	213 7-219	214 7-220	215 7-221	216 7-222	217 7-223	218 7-224	219 7-225	220 7-226	221 7-227	222 7-228	223 7-229	224 7-230	225 7-231	226 7-232	227 7-233	228 7-234	229 7-235	230 7-236	231 7-237	232 7-238	233 7-239	234 7-240	235 7-241	236 7-242	237 7-243	238 7-244	239 7-245	240 7-246	241 7-247	242 7-248	243 7-249	244 7-250	245 7-251	246 7-252	247 7-253	248 7-254	249 7-255	250 7-256	251 7-257	252 7-258	253 7-259	254 7-260	255 7-261	256 7-262	257 7-263	258 7-264	259 7-265	260 7-266	261 7-267	262 7-268	263 7-269	264 7-270	265 7-271	266 7-272
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NOTE: Figures to be given in cubic feet per second for 24-hour periods, or 24-hour second feet. Give name of owner of water rights, not tenant.

Month of July 1994

Name of Pre Owner	6 7-12	7 7-13	8 7-14	9 7-15	10 7-16	11 7-21	12 7-25	13 7-27	14 7-31	15	AKS Head	Line
BARSALOU		2.30		2.30	1.30	1.53		2.05	2.785		20	21
ANTELOPE HILLS		2.28		2.2	1.53	1.53		2.02	3.03		140	97
ANTELOPE HILLS		2.40		2.40	2.40	2.40	4.0	2.40	4.0			10.7
DECK MOTT		1.81		1.75	1.51	1.94		1.02	2.965		45	36
ALDOUS UPPER		4.47	6.1	4.26	4.69	4.59	4.4	4.04	4.04		135	176
ALDOUS LOWER		1.18	4.0	4.0	4.0	4.0		2.0	2.2		7	7
JACK ADAL		4.58		4.58	4.58	4.32		4.86	4.86		210	141
JAN BILLS	2.6	2.6		2.4	2.0	1.88	1.88	2.87			45	23
WAYNE CAMP		4.63		4.6	4.6	4.81		4.632			22	14
TOM McFARLAND		1.23		2.0	2.0	1.2	1.2	1.34			112	56
JIM McFARLAND		4.0		2.2	2.2	2.2	2.2	3.03			112	107
FLUME DETCH C				2.13	1.88	2.00	2.00	1.81			46	46
DAVE McFARLAND				1.94		1.95		1.16	3.12		207	58
DAVE McFARLAND				2.55		1.77		1.09	1.98		58	148
JACK ELLIS												-266
KEVIN KELLE											055	750
											(185)	
											87	
												50/62 water

month of July

19 94

NOTE: Figures to be given in cubic feet per second for 24-hour periods, or 24-hour second feet. Give name of owner of water rights, not tenant.

Name of Pre Owner	8-15	8-17	8-18	8-19	8-20	8-21	8-22	23	24	25	9KS Wood	Line
BARBARA LOW		.42		.42	.31						30	21
ANTELOPE HILLS		1.84		2.65	1.53						140	977-33
ANTELOPE HILLS		.25		.20	.20						45	102
DECK MOUNTED		.72		.72	.48						135	176-41
ALDOUS WHEELER		3.52	2.3	2.20	2.11						7	7
ALDOUS LOWER		.15		.14	.21						210	141-61
JACK ADAMS		2.82	3.42	3.06	2.48						45	23-22
JOHN BELL		.44		.42	.32						22	8-14
WILLIAM BELL		.14		.21	.18						112	56-1
TOM McFARLAND	102	1.12	1.4	1.12	.85	.40					112	107-1
JIM McFARLAND		2.02	2.2	2.11	1.84	.40	2.55				5	46-1
ELMER DITCH	157	.91	0.0				0.00				207	54-148
DAVE McFARLAND		.10			1.09	.638					1055	750-111
JACK ELVIS						.45					878	
KEVIN KELLE						.90					501	62-1000

Month of July 19 94

NOTE: Figures to be given in cubic feet per second for 24-hour periods, or 24-hour second feet. Give name of owner of water rights, not tenant.

Name of Person Owner	26	27	28	29	30	31	Total in 24-hour Sec. Feet.	REMARKS
BARSALOU							20	etc. 20 21
Antelope Hills							911	- 16 140 921 - 13
Antelope Hills								103
DICK MORENO							29	+ 7 45 36 - 9
ALDOUS LIPPER							117	- 59 135 176 + 44
ALDOUS LOWE							5	- 7 7
JACK NEAL							114	+ 53 210 141 - 61
JAN BULL							29	+ 6 45 23 - 22
WYNNE CAMP							15	+ 7 22 18 - 14
Tom McFarland							73	- 28 112 56 - 1
Jim McFarland							73	- 28 112 101 - 3
FLUME DETCH CO								46
DAVE McFARLAND							135	+ 75 307 54 1148
JACK ELLIS								- 236
KEVIN KELLE								1055 750
								(185)
								870
								165 of 62 water

USER Ident.No.	Right	1994 USE 24 HRSECFT	1994 COST	94 BUDGET	DEBITS IN 94	(credits are -)
BILLS, JON	C75 066	77.22	34.42	26.08	-8.34	
CARMEN LAND & LC	75 062	179.81	80.14	84.59	-4.45	
ALDOUS, JOHN	C75 065	182.64	81.40	74.80	-6.60	
MCFARLAND, BRUCE	75 4002	62.10	27.68	23.21	-4.47	
ANDERSON, GARY et.al.	C75	18.37	8.19	7.02	-1.17	
NEAL, JACK	C75 060	174.08	77.58	73.50	-4.08	
MORTON, DICK	C75 072	77.17	34.39	26.41	-7.98	
SLAVIN, MILT	C75 064	103.50	46.13	44.38	-1.75	
BARSALOU, CASEY	C75 058	34.97	15.59	17.65	2.06	
FOLAND, MAURICE et al.	C75	48.30	21.53	18.66	-2.87	
CAMPBELL, WAYNE	C75 4005	32.41	14.44	20.14	5.70	
MCFARLAND, TOM	C75 076A	170.75	76.10	55.46	-20.64	
CARMIDA LIVESTOCK	75 076B	90.25	40.22	63.46	23.24	
KELLER, KEVIN	C75 079	62.10	27.68	26.86	-0.82	
ELLIS, JACK	C755 078	31.05	13.84	15.19	1.35	
BIG FLAT-SLAVIN	C75 075	50.28	22.41	23.71	1.30	
MCFARLAND, MITCH	C75 063	50.28	22.41	75.37	52.96	
LIGHTER, MARK	75 063	72.47	32.30		-32.30	

slavin at 1075
antelope hills court at 29
antelope hills homeowners
assoc at 29

1,517.75 676.43 676.43 0.00

Water district will contribute \$300 from its funds

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Form No. 300-W

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WATERMASTER'S

DAILY RECORD

Stream Chemend Creek

Water District 75-D

Month of July

192000

Watermaster Steve McFarland

P.O. Address P.O. Box 72, Chemend, ID.

After the irrigation season the Watermaster

must forward this book and

the annual Watermaster report

to the appropriate

IDWR regional office.

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Department of Water Resources
Eastern Region

If this book is lost, the finder will please
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IDWR, 1,000, 3/98, 58009

NOTE — Figures to be given in cubic feet per second for 24-hour periods, or 24-hour second-feet. Give name of owner of water rights, not tenant.

22.

NOTE — Figures to be given in cubic feet per second for 24-hour periods, or 24-hour second feet. Give name of owner of water rights, not tenant.

23.

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WATERMASTER'S

DAILY RECORD

Stream CHENEY CREEK

Water District 75-D

Month of AUGUST

Watermaster GARY McREARD

P.O. Address PO Box 22, Cheney, ID

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must forward this book and
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WATERMASTER'S

DAILY RECORD

Stream CHEMER CREEK

Water District 75-D

Month of SEPTEMBER, #00

Watermaster GINA McFALLAND

P.O. Address P.O. Box 72, CARMEN, ID
83402

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52

Month of SEPTEMBER 192000

NOTE: Figures to be given in cubic feet per second for 24-hour periods, or 24-hour second feet. Give name of owner of water rights, not tenant.

Name of Person Water Right Of	6	7	8	9	10	11	12	13	14	15	16
JOHN BEALS									823	1.41	
ALDOUS LEPER									8.02	1.94	
ALDOUS LEPER										14	
STACE NEAL										2.94	
MORROW										423	
ALDOUS LEPER										2.37	
CAMPBELL										44	
MCFARLAND, STEVE										1.18	
MCFARLAND, TOM										2.74	
MCFARLAND, TOM										0	
MCFARLAND, DAVE										954	
MCFARLAND, DAVE										1.94	
BARKMAN										60	

2000

USER	Right Ident.No.	1999	1998	1996	1995	1994	AVE DELIVER	EST BUDGET
BILLS,JON	C75 066	61.98	98.50	66.51	55.48	34.42	63.38	87.75
CARMEN LAND & LVST	C75 062	82.01	177.57	117.83	161.67	80.14	123.84	184.94
ALDOUS,JOHN	C75 065	156.23	168.29	175.22	141.40	81.40	144.51	194.96
MCFARLAND,BRUCE	C75 4002	44.10	49.29	40.07	42.79	27.68	40.79	55.03
BURNS, JOHN	C75-069	13.81	17.72	12.99	11.17	8.19	12.78	17.23
NEAL,JACK	C75 060	163.82	131.01	149.92	160.06	77.58	136.48	178.52
MORTON,DICK	C75 072	39.49	65.49	41.73	47.19	34.39	45.66	65.00
SLAVIN,MILT	C75 064	76.44	61.20	69.72	64.89	46.13	63.68	83.29
BARSALOU,CASEY	C75 058	31.70	13.98	35.62	27.64	15.59	24.91	31.95
MARTINSON/GORDON	C75 070	27.00	34.45	9.09	28.53	21.53	24.12	32.22
CAMPBELL,WAYNE	C75 4005	25.87	50.12	12.24	24.90	14.44	25.51	35.01
MCFARLAND,TOM	C75 076A	159.19	190.47	90.70	130.76	76.10	129.44	168.02
CARMIDA LIVESTOCK	C75 076B	66.58	101.64	84.84	95.99	40.22	77.85	111.09
KELLER,KEVIN	C75 079	50.59	55.17	40.07	71.32	27.68	48.97	66.87
ELLIS,JACK	C755 078	21.48	27.58	20.04	21.40	13.84	20.87	28.52
BIG FLAT-SLAVIN	C75 075	51.42	28.11	40.13	24.18	22.41	33.25	39.52
MCFARLAND,MITCH	C75 063	50.43	38.24	27.77	24.18	22.41	32.61	38.76
LIGHTER,MARK	C75 063	55.29	36.79	26.71	27.64	32.30	35.75	42.50
		1,177.43	1,345.62	1,061.20	1,161.20	676.43	1,084.40	1,461.18

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Boise, ID 83706
Fax 327-7866

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PROPERTY OF THE STATE OF IDAHO

Form No. 300-W

WATERMASTER'S

DAILY RECORD

Stream

Carmen

Water District

Month of

August 1 - September 30, 2004

Watermaster

Bruce McFarland

P.O. Address

Box 124, Carmen, ID

After the irrigation season the Watermaster
must forward this book or a suitable report of
the records in this book, and the annual
Watermaster report to the appropriate IDWR
Regional Office.

RECEIVED

JAN 05 2005

Department of Water Resources
Eastern Region

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return it to the Watermaster of the district,
as it contains valuable records.

NOTE:—Figures to be given in cubic feet per second for 24-hour periods, or 24-hour second feet. Give name of owner of water rights, not tenant.

32.

Month of August 2024

NOTE: Figures to be given in cubic feet per second for 24-hour periods, or 24-hour second feet. Give name of owner of water rights, not tenant.

Name of Present Water Right Own	6	7	8	9	10	11	12	13	14	15	ARKS
Wagon Canyon				2.55	2.12			7.23			
Koreen Rill's 1946				1.225	1.255			2.99			
John Aldous (River) 2.833				3.17	2.60			3.63			
Alfred Knudsen 4.44											
Samuel Naulsan 5.21				4.92	5.27			4.86			
Oick Madison 1.12				2.74	1.02			1.95			
Rillslavin (Rill) 1.74				2.06	2.35			3.42			
Powerline 1.21											
Dawn 1.51 (River) 1.92				1.09				1.38			
Race 1.53 (River) 1.2.35				2.35				2			
John 1.54 (River) 1.2.38								1.205			
Trout Brandon (17) 4.5								3.25			
Brandon (Idaho) 1.2								.9			
Reve (Ravditch) .66								2.82			

Month of August 20 24

NOTE:— Figures to be given in cubic feet per second for 24-hour periods, or 24-hour second feet. Give name of owner of water rights, not tenant.

Name of Present Water Right Own	16	17	18	19	20	21	22	23	24	25	ARKS
W. J. G. Campbell	285										
L. J. G. Campbell	1.28				1.34						
John Aldous (Graves)	2.60	2.24			2.24						
Alfred Greenwood											
Steel, Neilson	4.45	5.27			4.05						
Oick Mathon	2.85	1.07			1.20						
Billis (Lark)	1.90	2.35			3.03						
Frank (Lark)	4.5										
Dave Mathon					1.53						
Dave Mathon					2.25						
John Mathon		1.07									
John Mathon		3.19									
John Mathon (17)											
Frank Mathon	2.7										
Dave Mathon											

NOTE—Figures to be given in cubic feet per second for 24-hour periods, or 24-hour second feet. Give name of owner of water rights, not tenant.

Name of Person Water Right Own	26	27	28	29	30	31	Total in 24-hour Sec. Feet	REMARKS
Wayne Campbell								
Loren Rilla (1945)								
John Aldous (1894)								
Alfred Knechtel								
Paul Norlson	3.13							
Oick Mathen	10.35							
Rilla (1917)	3.33							
James (1911)	0.50							
Dave McFarland								
Dave McFarland								
Jim McFarland								
Tomt Brendon (17)								
Randall Todd D.								
Dave / Daviditch								

NOTE:—Figures to be given in cubic feet per second for 24-hour periods, or 24-hour second feet. Give name of owner of water rights, not tenant.

36.

NOTE:—Figures to be given in cubic feet per second for 24-hour periods, or 24-hour second feet. Give name of owner of water rights, not tenant.

Name of Prese Owner	6	7	8	9	10	11	12	13	14	15
Wayne Campbell						2.77				
Loren B. Hs						1.54				
Jordan A. Hs						1.69			2.41	
Pedrus Leonard										
Joel Neal									3.65	
Rick Norton						.817			- .723	
R.H. Shain						2.45			2.6	
Berabou									.544	
Dave McDonald						1.86				
Dave McFarle						2				
Tammie Randall										
Tyler Randall						3.95			6.0	
Burton / F. L.						.95			.8	
Dave McFarland						.85				

2004

<u>USER</u>	<u>Right Ident.No.</u>	<u>'2003</u>	<u>'2002</u>	<u>'2001</u>	<u>'2000</u>	<u>'1999</u>	<u>Ave. Deliver</u>	<u>'2003 Cost</u>	<u>Est. Budget</u>
Bills, Jon	C75 066	62.01	110	57.84	97.35	61.98	77.84	\$56.59	\$75.48
Carmen Land & Livest	C75 062	167.96	203.78	157.93	179.37	82.01	158.21	\$153.27	\$153.41
Aldous, John	C75 065	215.85	172.77	145.15	152.16	156.23	168.432	\$196.97	\$163.32
McFarland, Bruce	C75 4002	46.32	34.5	40.11	42.95	44.1	41.6	\$42.27	\$40.34
Burns, John	C75 069	10.6	11.26	12.65	13.46	13.81	12.356	\$9.67	\$11.98
Neal, Jack	C75 060	158.21	155	163.32	216.78	163.82	171.426	\$144.37	\$166.22
Morton, Dick	C75 072	53.28	28.3	67.61	51.66	39.49	48.068	\$48.62	\$46.61
Slavin, Bill	C75 064	73.37	71.9	74.22	101.14	76.44	79.414	\$66.95	\$77.00
Barsalou, Casey	C75 058	31.8	50.4	41.34	21	31.7	35.248	\$29.02	\$34.18
Martinson/Gordon	C75 070	33.26	38.7	29.46	34.94	27	32.672	\$30.35	\$31.68
Campbell, Wayne	C75 4005	25.95	28.33	28.7	86.15	25.87	39	\$23.68	\$37.82
McFarland, Tom	C75 076A	194.9	192.39	219.71	353.6	159.19	223.958	\$177.85	\$217.16
Carmida Livestock	C75 076B	257.03	170.3	221	99.09	66.58	162.8	\$234.54	\$157.86
Keller, Kevin	C75 079	59.38	58.9	60.59	72.26	50.59	60.344	\$54.19	\$58.51
Ellis, Jack	C75 078	27.8	31	50.79	30.79	21.48	32.372	\$25.37	\$31.39
Big Flat-Slavin	C75 075	58.06	44.33	40.14	68.7	51.42	52.53	\$52.98	\$50.94
McFarland, Mitch	C75 063	61.22	50	39.28	67.38	50.43	53.662	\$55.87	\$52.03
Liter, Mark	C75 063	64.26	50	41.6	73.86	55.29	57.002	\$58.64	\$55.27
		1601.26	1501.86	1491.44	1762.64	1177.43	1506.934	\$1,461.20	\$1,461.20

cost per 24hr second feet
0.912531

38.

Exhibit IV

Exchange Water

Priority Dates 1875 & 1882

Antelope Hills Homeowners Association

Water Right Numbers				Actual Use	Partial Decree, Claim & Recommendation	
75-14454	75-14452	75-14453	75-14451			
75-14078	75-14083	75-14084	75-10062AJ			
75-14087	75-14081	75-14341	75-13997			
75-14077	75-10061AK	75-14085V1	75-14079V1			
75-14319	75-14317	75-10062AK	75-10061AL			
75-14086	75-14080					
Totals for AHHA				0.900	0.791	*Might Be Missing some water rights should be .9cfs
75-10061AH	75-10062AG	Wayne Campbell		0.450	0.450	
75-10061U	75-10062S					
75-14504	75-14502	Bruce McFarland		1.800	1.800	****See Note Below
75-10062T	75-10061V	Carmen Land & Livestock		0.900	0.900	
75-14289	75-14287	John Aldous		1.720	1.720	
75-10296	75-10061K	Carmida Livestock		0.450	0.900	.45 above actual delivery
75-10062Z	75-10061AB	Nancy Linell Bills		0.900	0.900	
75-10062J	75-10061L	Charles Morton		0.900	0.900	
75-10061AN	75-10923	Tom McFarland		0.450	0.450	
75-10061W	75-10062U	Antelope Hills North		0.900	0.900	
Unknown		Kevin Keller		0.900	0.900	Assumed
Unknown		Jack Ellis		0.450	0.450	Assumed
75-10062E	75-10061E	Bill Slavin		0.525	1.020	Does not include .3cfs of non-exchange decreed water
75-100178	75-10061G	Darrold Slavin		0.175	0.340	Does not include .3cfs of non-exchange decreed water
Unknown	Jim Polowski (?)			0.080	0.080	This is a split from John Aldous
Ajax Peak Subdivision				0.900	0.900	
TOTAL				12.400	13.401 cfs	
Difference between Actual use and Recommended use				1 cfs		

75-14502 75-14504 **** .031 belongs to Remington Ridge, LLC

Affidavit

Carmen, Idaho 83462
February 1, 2010

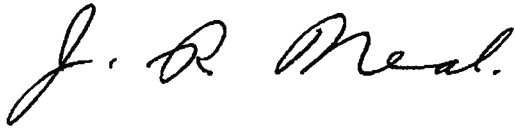
Snake River Basin Adjudication Court
Twin Falls, ID

To the Court:

Concerning the case between Bruce McFarland, Watermaster vs Derrold and Bill Slavin.

During the irrigation season of 2007 I was watermaster for Carmen Creek water district 75D. Throughout that season of use my understanding was that Slavins right to water in the Big Flat ditch was 1cfs. The 1cfs was a combination of 0.7cfs exchange water and 0.3cfs of decreed 1882 water. I delivered the water according to these rights.

Jack R. Neal, 2007 watermaster

A handwritten signature in cursive script that reads "J. R. Neal." The signature is written in dark ink and is positioned below the typed name.

ATTACHMENT B

Remhi
Nancy Stream - (1) Carmen Creek
V 75-8
IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE
OF IDAHO, IN AND FOR THE COUNTY OF LEMHI.

David McNutt, James McNutt, Neal McDevitt,
J. W. Birdseye, and Mary J. Birdseye, his wife,
Anna B. Davis, Anna B. Davis, as guardian of the
minor children of Caleb Davis, deceased, N. J.
McGree, Peter McKinney, Noel Sweeney, and Henry
Greber.

Plaintiffs.

-vs-

Thomas Palmer, John Palmer, John F. Ferguson,
Montraville White, Earnest R. Benedict, William
Young, A. J. Mathews, W. W. Slavin, F. P. McCracken,
William Smith, A. C. Mather, William Igou, and
G. L. Igou, partners, Theodore Batson, E. J. Clark,
John Dimock, H. H. Dahle, Robert Martin, John
Daniels, James B. Grant, and The Lemhi Placer
Mining Company, a corporation, Emma White, and Eliza
S. Mather.

Defendants.

Judgment.

This cause came on regularly for trial on the 11th day of October
1901, the parties appearing in person and their respective attorneys, a
jury having been expressly waived; and the Court having heard the
proofs of the respective parties, and the agreements and stipulations
of the parties, and the report of Thomas Pyeatt, James H. Hoskinsmith
and William Peterson, arbitrators which is a part of said written
agreement and stipulation, and considered the same, and the records
and papers in the cause, the evidence being closed and agreements of
counsel had thereon, the cause was submitted to the Court for consider-
ation, and decision, and after due deliberation thereon the Court deli-
vers, its findings and decision in writing, which is filed, and orders
that judgment be entered in accordance therewith.

Wherefore by reason of the law and the findings aforesaid, all
parties consenting, it is ordered, adjudged, and decreed:

75 0051

1. That the right and title of the plaintiff, David McNutt in and to
200 inches of the waters of Carmen creek in Lemhi County, Idaho is
hereby quieted his right thereto dating from May 1st, 1875, and he is
hereby adjudged to be the owner thereof subject to the rights of the
defendants and cross-complainants therein, *and heirs,* which they have under and by
virtue of the terms and conditions of the ~~written~~ agreement on file

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SCANNED
MAR 17 2005

herein, executed and entered into by and between said plaintiffs and said defendants and cross-complainants relative to the delivery to ~~an~~ said plaintiffs of water from Salmon river for the irrigation of ^{the} ~~these~~ said farms. And said Davit McNutt is hereby ordered and directed to convey to defendants and cross-complainants his right to the use of said 200 inches of the waters of said creek, in accordance with the terms of said contract and the findings and report of James H. Heckenamith, Thomas Pyeatt and William Peterson referees, on file herein.

75 0052

2. That the right and title of the plaintiff Henry Greber in and to 70 inches of the waters of said Carmen creek is hereby quieted his right thereto dating from May 1st, 1882, and he is hereby adjudged to be the owner thereof subject to the rights of the defendants and cross-complainants therein and thereto which they have under and by virtue of said written agreement and the report and findings of said referees and said Henry Greber is hereby ordered and directed to convey to defendants and cross-complainants his right to the use of said 70 inches of the waters of said creek, in accordance with the terms of said contract and the findings and report of said referees.

75 0053

3. That the right and title of the plaintiff, Niel Sweeney in and to 35 inches of the waters of said creek is hereby quieted, his right thereto dating from May 1st, 1882, and he is hereby adjudged to be the owner thereof subject to the rights of the defendants and cross-complainants therein and thereto under and by virtue of said written agreement and the findings and report of said referees. And said Niel Sweeney is hereby ordered and directed to convey to defendants and cross-complainants his right to the use of said 35 inches of the waters of said creek, in accordance with the terms of ~~an~~ said contract and the findings and report of said referees.

75 0054

4. That the right and title of the plaintiff, Peter McKinney in and to 60 inches of the waters of said creek is hereby quieted, his right ~~the~~ thereto dating from May 1st, 1882, and he is hereby adjudged to be the owner thereof subject to the rights of the defendants and cross-complainants therein and thereto and by virtue of said ^{JUL 31 1896} written agreement and the findings and report of said referees.

agreement and the findings and report of said referees, and said

Peter McKinney is hereby ordered and directed to convey to defendants and cross-complainants, his right to the use of said 60 inches of the water of said creek, in accordance with the terms of said contract and the findings and report of said referees.

75 0055 5. That the right and title of the plaintiff, Mary J. Birdseye in and to to 100 inches of the waters of said creek is hereby quieted, her right thereto dating from May 1st, 1875, and she and her successors in interest are hereby adjudged to be the owner thereof subject to the rights of the defendants and cross-complainants therein and thereto under, and by virtue of said written agreement and the findings and report of said referees, on file herein, and said Mary J. Birdseye and her successors in interest are hereby ordered and directed to convey to defendants and cross-complainants her and their right to the use of said 100 inches of the waters of said creek, in accordance with the terms of said contract and the findings and reports of said referees.

75 0056 6. That the right and title of the plaintiff Anna B. Davis individually and as guardian of the minor children of Caleb Davis, deceased, in and to 100 inches of the waters of said creek is hereby quieted, their right thereto dating from May 1st, 1875; and they are hereby adjudged to be the owners thereof subject to the rights of the defendants and cross-complainants therein and thereto under and by virtue of said written contract and the findings and report of said referees, and said Anna B. Davis is hereby ordered and directed to convey to defendants and cross-complainants their aforesaid right to the use of said 100 inches of the waters of said creek, in accordance with the terms of said contract and the findings and report of said referees.

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75 0057 7. That the right and title of George L. Sheup, M. M. McPherson, A. J. Macnab and Wm. H. Sheup as successors of the plaintiff N. J. McGree in and to 55 inches of the waters of said creek is hereby quieted, their right thereto dating from May 1st, 1882, and they are hereby adjudged to be the owners thereof subject to the rights of the defendants and cross-complainants therein and thereto under and by virtue of said

written contract and the findings and report of said referees, and said George L. Shoup, M. M. McPherson, A. J. Macnab and Wm. H. Shoup are hereby ordered and directed to convey to said defendants and cross-complainants their aforesaid right to the use of said 55 inches of the waters of said creek, in accordance with the terms of said contract and the findings and report of said referees.

8. That the defendant and cross-complainant, Frank P. McCracken is entitled to have, and is hereby awarded the use of 30 inches, continuous flow, of the waters of Garman creek in Lemhi County, for the irrigation of his land described in the findings of fact, and that his right dates from May 1st, 1869, and the further right to the use of 15 inches of the waters of said creek, for domestic use and the irrigation of his land, described in said findings of fact, and that his right thereto dates from May 1st, 1896,

9. That the defendant and cross-complainant, Emma White as administratrix of the estate of Montraville White, deceased, is entitled to have, and is hereby awarded the use of 70 inches of the waters of said creek, for domestic use and the irrigation of the land described in the findings of fact, as having been left by Montraville White at his death, for the benefit of the heirs of said Montraville White and that the right thereto dates from May 1st, 1874.

10. That the defendant and cross-complainant, Emma White, is entitled to have and is hereby awarded, in her own right, the use of 20 inches, continuous flow, of the waters of said creek, for the irrigation of her land, described in the findings of fact, and that her right thereto dates from May 1st, 1874.

11. That the defendant and cross-complainant, A. C. Mather is entitled to have and is hereby awarded the use of 125 inches, continuous flow, of the waters of said creek, for domestic use and the irrigation of his land, described in the findings of fact, and that his right thereto dates from May 2nd, 1882.

12. That the defendant and cross-complainant, William Smith is entitled to have and is hereby awarded the use of 80 inches, continuous flow, of the waters of said creek, for domestic use and the irrigation of his land, described in the findings of fact, and that his right thereto

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dates from May 1st, 1884.

13. That the defendant and cross-complainant, John F. Ferguson is entitled to have and is hereby awarded, for the use of Mary R. Lund his grantee, the use of 75 inches, continuous flow, of the waters of said creek, for domestic use and the irrigation of her land, described in the findings of fact, and that the right thereto dates from May 1st, 1874,

14. That the defendant and cross-complainant, Hillard H. Dahle is entitled to have and is hereby awarded the use of 75 inches, continuous flow, of the waters of said creek, for domestic use and the irrigation of his land, described in the findings of fact, and the right thereto dates from the 1st, day of May 1885.

15. That the defendant and cross-complainant, Wallace W. Slavin is entitled to have and is hereby awarded the use of 75 inches, continuous flow of the waters of said creek, for domestic use and the irrigation of his land, described in the findings of fact, and that his right thereto dates from May 1st, 1885.

16. That the defendant and cross-complainant, John Dimock is entitled to have and is hereby awarded the use of 50 inches, continuous flow, of the waters of said creek, for domestic use and the irrigation of his land, described in the findings of fact, and that his right thereto dates from May 1st, 1885.

17. That the defendant and cross-complainant, Eliza Mather is entitled to have and is awarded the use of 70 inches, continuous flow, of the waters of said creek, for the irrigation of her land, described in the findings of fact, and that her right thereto dates from May 1st, 1896.

18. That the defendant and cross-complainant, Thomas Palmer is entitled to have and is hereby awarded the use of 20 inches, continuous flow, of the waters of said creek, for domestic use and the irrigation of his land, described in the findings of fact, and that his right thereto dates from May 1st, 1888; and the further use of 30 inches continuous flow, of the waters of said creek, for the irrigation of his said land, and that his right thereto dates from May 1st, 1892.

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19. That the defendant and cross-complainant, John Palmer is entitled to have and is hereby awarded the use of 100 inches, continuous flow, of the waters of said creek, for domestic use and the irrigation of his land, described in the findings of fact, and that his right thereto dates from May 1st, 1888.

20. That the defendant and cross-complainant, Albert J. Mathews is entitled to have and is hereby awarded the use of 10 inches, continuous flow, of the waters of said creek, for domestic use and the irrigation of his land, described in the findings of fact, and that his right thereto dates from May 1st, 1890; and the further right to the use of 40 inches, continuous flow, of the waters of said creek, for the irrigation, of his said land, and the right thereto dates from May 1st, 1897.

21. That the defendant and cross-complainant, Peter McKinney is entitled, to have and is hereby awarded the use of 50 inches, continuous flow, of the waters of said creek, for the irrigation of his land, known as his "Desert Lot" his right thereto dates from May 1st, 1896, and the further right to the use of 15 inches, continuous flow, of the waters of said creek, for the irrigation of that part of the S.W. 1/4 of the N.E. 1/4 lying above the "Garman creek" ditch so called, now under cultivation, and the right to convey said water to said land through his ditch which conveys water from said creek to his said desert lot. His right to the use of said 15 inches of water dates from May 1st, 1882.

22. That the defendant and cross-complainant, Earnest R. Benedict is entitled to have and is hereby awarded the use of 180 inches, continuous flow, of the waters of said creek, for domestic use and the irrigation of his land, described in the findings of fact, his right thereto dates from May 1st, 1882; and the further right to the use of 70 inches, continuous flow, of the waters of said creek, for the irrigation of his said land, and his right thereto dates from May 1st, 1892.

23. That the defendant and cross-complainant, Elwood D. Clark is entitled to have and is hereby awarded 15 inches, continuous flow, of the waters of said creek, for domestic use, and the irrigation of his land, described in the findings of fact, his right thereto

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dates from May 1st, 1898; and to the further right to the use for domestic and irrigation purposes of all water furnished by springs on his said land.

24. That the defendant and cross-complainant, Ora L. And William L. Igeu
75 0079
are entitled to have and are hereby awarded the use of 70 inches continuous flow, of the waters of said creek, for domestic use and the irrigation of their land, described in the findings of fact, their right thereto dates from May 1st, 1885; and the further right to
75 0080
the use of 100 inches, continuous flow, of the waters of said creek, for the irrigating of their land, their right thereto dates from May 1st, 1892.

25. That the defendant and cross-complainant, The Lemhi Placer Mining
75 0081
Company is entitled to have and is hereby awarded the use of 500 inches, continuous flow, of the waters of said creek, for the working and washing of that portion of its placer mining ground lying near the two east forks of said Garman creek. Its right thereto dates from the year 1889. And to the further use of 2000 inches, continuous flow, of the waters of said creek, for the working and washing of its placer mining ground that lies and is situated on Kirtley creek in said County of Lemhi; said last named amount of water to be used from the 15th, day of October of each year and every year until the 15th, day of April of the succeeding year. The date of the appropriation for such use is October 15th, 1892. In case there is a surplus of water in said creek beyond the allotment to the other defendants and cross-complainants herein, then said rights shall not be limited to the dates above named but said company shall have the right to divert and use said 2000 inches of water at all times when such surplus of water may be flowing in the east branches of said creek, but in no case shall it interfere with the parties herein in their use of the waters hereby awarded to them.
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26. That the dates aboved named are the dates of appropriation of said several amounts of water by the parties aforesaid and their grantors, And in case the amount of water in said creek at any time of the year be less than 2000 inches then the first appropriators shall have and are hereby given the first right to the use of the waters

then in said creek to the amount herein allotted to them; the first in time of appropriation having the first right to such use.

27. The waters herein allotted shall be measured to the parties aforesaid, at the place of diversion, under a four inch pressure, And in case any of the parties hereby declared to be entitled to the use of the waters of Garman creek shall disagree in the measurement or diversion of said water, the Court or Judge thereof shall appoint a Commissioner for the purpose of measuring and regulating the diversion, of such water.

28. That each of the parties hereto to whom a right to the use of the waters of Garman creek is herein decreed be and they are hereby perpetually enjoined from using said water in any manner different or to any greater extent than herein found and declared, and a disobedience of this order shall be a contempt of Court and subject the party disobeying to punishment as for a contempt upon the application of any party injured by such acts of disobedience. Each of the parties hereto shall pay his or her own costs in this action.

Dated May 9th, 1902.

Joseph C. Rich

Dist. Judge,

JUL 31 1906

David McNutt et al,

vs

Thomas Palmer et al

75-8
The following described land is the land covered by
the allotment of Decree dated May 9, 1902.

Land of David McNutt,

S 1/2 SW 1/4, SW 1/4 SE 1/4, Section 29, NW 1/4 NW 1/4 Section 22, Township 23 North,
of Range 22 East of Boise Meridian, Also that certain lot piece or parcel of land
Beginning at the NE corner of that certain 40 acre tract of land described as the
NW 1/4 of ^{NE 1/4} Section 32, in Township 23 North of Range 22 East of Boise Meridian, and
running thence S. 11 rods and 24 links; Thence S. 84° W. 160 rods and 20 links;
Thence N. 27 rods and 12 links to the Section line between Sections 29 and 32 in
said Township; and thence east, along said Section line 160 rods to the place of
beginning.

Lemhi County, Idaho.

Land of James McNutt,

NW 1/4 NW 1/4, Section 29, SE 1/4 SE 1/4, Section 19, NE 1/4 NE 1/4, and Lot 6,
Section 30, Township 23 North, of Range 22 East of Boise Meridian, Lemhi County, Idaho.

Land of Neil McDevitt,

S 1/2 NW 1/4, N 1/2 SW 1/4, Section 29, Township 23 North, of Range 22 East of
Boise Meridian, Lemhi County, Idaho.

Land of Mary J. and J. W. Birdseye,

Beginning at a point 35 rods and 16 links South of the N. W. corner of Section 32,
Township 23, North of Range 22 East of Boise Meridian, and running thence N. 84° E.,
241 rods and 6 links to the east line of the N. W. 1/4 NE 1/4 of said section 32,
Thence S. 168 rods and 1 link, to a point 20 rods S. of the NE corner of the NW 1/4
of said section 32; Thence west 285 rods more or less to the Salmon River; Thence
down the Salmon River to the N. W. Corner of Lot No. 6 in Section 31, in said
Township; Thence E. to the N. E. corner of said lot No. 6; and thence N. along the
west line of the NW 1/4 NW 1/4 of said section 32, 44 rods and 9 links to the place
of beginning, Lemhi County, Idaho.

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Land of Anna B, Arthur, Edna,

Estella and Fred Davis,

Beginning at a point on the East line of the NW 1/4 of the SE 1/4, of Section 32, Township 23 North of Range 22 East of the Boise Meridian, 20 rods S. of the NE Corner of said NW 1/4 of the SE 1/4, of said Section 32, and running thence South 140 rods more or less to the S. E. corner of the SW 1/4 of the SE 1/4 of said Section 32; Thence west 350 rods more or less, to the Salmon River; Thence in a northerly direction along the Salmon River 140 rods more or less to a point thereon due west from the place of beginning being the S. W. corner of a tract of land owned by Mary J. Birdseye; Thence East along the south line of said tract of Mary J. Birdseye 280 rods more or less to the place of beginning.

Land of N. J. McGree,

SE 1/4 SE 1/4, and Lot No. 14 of Section 6, and the S 1/2 SW 1/4, of Section 5, Township 22 North of Range 22 East of the Boise Meridian, Lemhi County, Idaho.

Land of Peter McKinney,

SW 1/4 NE 1/4 S 1/2 NW 1/4, Section 5, SE 1/4 NE 1/4, Section 6, Township 22 North of Range 22 East of Boise Meridian, Lemhi County, Idaho.

Land of Henry Greber,

Lots 2, 3 & 4, Section 5, Lot 1, Section 6, Township 22 North of Range 22 East of Boise Meridian, Lemhi County, Idaho

Land of Neal Sweeney,

N 1/2 SW 1/4, Section 5, and the NE 1/4 SE 1/4 and Lot 12, Section 6, Township 22 North of Range 22 East of Boise Meridian, Lemhi County, Idaho.

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✓ Land of Peter McKinney,

W 1/2 SE 1/4, Section 5, NW 1/4 NE 1/4, Section 8 Township 22 North of Range 22 East of Boise Meridian, Lemhi County, Idaho.

✓ Land of Thomas Palmer,

S 1/2 NE 1/4, NE 1/4 SE 1/4, Section 3, and the SW 1/4 NW 1/4, Section 2, Township 22 North of Range 22 East of Boise Meridian, Lemhi County, Idaho.

✓ Land of John Palmer,

E 1/2 NW 1/4, NE 1/4 SW 1/4 and NW 1/4 NE 1/4, Section 10, Township 22 North of Range 22 East of Boise Meridian, Lemhi County, Idaho.

✓ J. F. ?
Land of F. J. Ferguson,

E 1/2 NE 1/4, Section 9, and the NW 1/4 NW 1/4, Section 10, Township 22 North, Range 22 East of Boise Meridian, Lemhi County, Idaho.

Land of Montraville, White,

SE 1/4 NW 1/4, SW 1/4 NE 1/4, NE 1/4 SW 1/4, NW 1/4 SE 1/4 Section 9, Township 22 North Range 22 East of Boise Meridian, Lemhi County, Idaho.

✓ Land of Emma White,

NE 1/4 SE 1/4, Section 9, Township 22 North of Range 22 East of Boise Meridian, Lemhi County, Idaho.

✓ Land of Ernest R. Benedict,

SW 1/4, Section 24, W 1/2 NW 1/4 Section 25, E 1/2 NE 1/4 and SE 1/4, Section 26, and the NE 1/4 Section 35, Township 22 North, Range 22 East Boise Meridian, Lemhi County, Idaho.

✓ Land of Albert J. Matthews,

S 1/2 NE 1/4, NE 1/4 NE 1/4. Section 17, and the SE 1/4 SE 1/4, Section 8, Township 22 North of Range 22 East, Boise Meridian, Lemhi County, Idaho.

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✓ Land of Wallace W. Slavin,

E 1/2 NW 1/4 and Lot 2 and NW 1/4 NE 1/4, Section 17, Township 22 North, Range 22 East Boise, Meridian, Lemhi County, Idaho.

✓ Land of F. P. McGracken,

W 1/2 NW 1/4 Section 17, Township 22 North Range 22 East of Boise Meridian and the SW 1/4 SW 1/4, Section 8, and Lots 10 and 12 Section 7, Township 22 North of Range 22 East Boise Meridian, Lemhi County, Idaho.

✓ Land of William Smith,

NW 1/4 Section 8, Township 22 North, Range 22 East of Boise Meridian, Lemhi County Idaho.

✓ Land of A. C. Mather,

S 1/2 SW 1/4, NE 1/4 SW 1/4, NW 1/4 SE 1/4, Section 35, Township 23 North of Range 22 East of Boise Meridian, Lemhi County, Idaho.

✓ Land of Ora L. and William M. Igou,

N 1/2 SW 1/4, SW 1/4, SW 1/4, SW 1/4 NW 1/4, Section 30, and the W 1/2 NW 1/4, Section 31, Township 23 North of Range 23 East of Boise Meridian, and the SE 1/4 SE 1/4, Section 25, Township 23 North of Range 22 East of Boise Meridian. SE 1/4, SW 1/4, SW 1/4, SE 1/4, Section 30, the NE 1/4 NW 1/4, NW 1/4 NE 1/4, Section 31, Township 23 North of Range 23 East, Boise Meridian, Lemhi County, Idaho.

✓ Land of Elwood D. Clark Unpatented.

✓ Land of James B. Grant and the Lemhi Placer Mining Company a corporation, Placer mining ground situated on or near the East Forks of Carman Creek, Lemhi County, Idaho.

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✓ Land of Eliza S. Mather,

SE 1/4 SE 1/4, Section 34 Township 23 North of Range 22 East of Boise Meridian,
and the lots 3 and 4 of Section 2 and Lot 1, of Section 3 Township 22 North of
Range 22 East of Boise Meridian, all in Lemhi County, Idaho.

✓ Land of John Dimock,

S 1/2 SW 1/4, NW 1/4 SW 1/4, SW 1/4 SE 1/4, Section 9, Township 22 North of Range
22 East of Boise Meridian, Lemhi County, Idaho.

✓ Land of Hillard H. Dahle,

W 1/2 SE 1/4, S 1/2 SW 1/4, Section 3, Township 22 North of Range 22 East of Boise
Meridian, Lemhi County, Idaho.

JUL 31 1996

State of Idaho,)
County of Lemhi,) ss

I, W. C. Smith Clerk of the District Court of the Sixth
Judicial District of the State of Idaho, in and for Lemhi County, do hereby
certify that the within and foregoing, described land is the land covered by
and for which water was allotted by Decree Dated May 9th, 1902, as shown
by the findings of fact and conclusions of law filed herein in the above
entitled action.

In witness whereof I have hereunto set my hand and affixed the
seal of said Court this 24th day of June A. D. 1904.

/s/ W. C. Smith

Clerk

JUL 31 1905

ATTACHMENT C

SECOND REPORT OF THE UNDERSIGNED ARBITRATORS.

WHEREAS, by a certain agreement, in writing, bearing date the 20th day of June, 1900, made and entered into by and between Ernest R. Benedict, A.C.Mather, Eliza Mather, Ora L.Igou, William Igou, Elwood B. Clark, Theodore Batson, Thomas Palmer, John Palmer, Hilliard H. Dahle, Henry Lund, Mary Lund, Montraville White, John Dimock, Albert J. Mathews, John Daniels, Wallace W. Slavin, Frank P. McCracken, William Smith and Robert Martin, parties of the first part, designated as the Carman Creek people, and David McNutt, Mary J. Birdseye, and J.W. Birdseye, her husband, Anna B. Davis, Henry Griebner, Neil Sweeney, George L. Shoup, by M.M. McPherson, his Attorney in fact, Murdock M. McPherson, A/J. Maonab, William H. Shoup and Peter McKinney, parties of the second part, designated as the "Big Flat people", providing for the construction of an irrigating ditch from Salmon River in Lemhi County, Idaho, to a point intersecting a ditch known as "the CARMAN CREEK ditch" owned by McNutt, Birdseye and Davis, in consideration for the conveyance of certain rights in the waters of Carman Creek, it was agreed to refer the following matters and subjects, with reference to said ditch and conveyance of water, to the award and determination of the undersigned, to wit: to award, order and determine the following:

- A To determine whether the river ditch is completed according to the above named specifications, and whether low enough to admit at the head thereof, two feet of water at low water season.
- b To decide and determine by whom said ditch shall be maintained
- c If it is determined that the Carman Creek people shall maintain said ditch, then to decide and determine how long they shall so maintain it.
- d To determine how many inches of the waters of Carman Creek each of said Big Flat people heretofore appropriated and used, and are entitled to convey.

- ✓
- e To decide and determine when said Big Flat people shall convey their aforesaid right, title and interest in and to said waters of Carman Creek, to said Carman Creek people.

and to determine who of the Carman Creek people, are entitled to a conveyance from the Big Flat people of their interests in the waters of Carman Creek, after completing said River ditch.

Now, we the said Arbitrators, or Referees, having taken upon ourselves, the burden of said reference, and having examined the premises, and heard and duly considered all the allegations and evidence of the said parties, of, and concerning the said matters of difference and subjects so referred as aforesaid, do make and publish this our decision in writing of and concerning said matters, as follows:

1. That E.R. Benedict, Theodore Batson, Elwood D. Clark, Hilliard H. Dahle, John Dimock, John Daniels, Ora E. Igou, William Igou, Albert J. Mathews, Robert Martin, Peter McKinney, A.C. Mather, Thomas Palmer, John Palmer, Wallace Slavin and William Smith, engaged in the work of constructing a ditch from Salmon River in Lemhi County, to a point on the Big Flat, where the same will intersect the Carman Creek ditch, now owned by McNutt, Birdseye and Davis, and completed a ditch from said Salmon River, to said point on the Carman Creek ditch aforesaid, strictly according to the terms of said contract, to wit: said ditch terminates at the point intended by said contract: is six feet wide on the bottom: ten feet wide on top: two feet deep, and on an even grade of five feet to the mile, and low enough at the head, to admit water, two feet in depth at low water season, and has a suitable head gate.

2. We decide and determine, that the aforesaid "Carman Creek people", to wit: those who engaged in the construction of said ditch, shall maintain said ditch, in its present form, for a period of one year from this date, and at the expiration of one year from this date, said ditch shall belong to, and be the property of said "Big Flat people" to be maintained thereafter, at their own expense, except as to Mary J. Birdseye and Anna B. Davis, who shall be relieved from the expense of maintaining

✓ said ditch, by said persons, who constructed the same, for a period of five years, according to the terms of a contract, existing between them

3. We decide and determine, that the Big Flat people appropriated and used 620 inches of the waters of Garman Creek, as follows:

David McNutt, 200 inches, appropriated May 1st 1875,

Mary J. Birdseye, 100 inches, appropriated May 1st 1875.

Anna B. Davis, and her Children, 100 inches, appropriated May 1st 1875

Henry Griebner, 70 inches, appropriated May 1st 1882

Neil Sweeney, 35 inches, appropriated May 1st, 1882

George L. Shoup

M. M. McPherson

James Macnab, and

William H. Shoup

55 inches, appropriated May 1st 1882

Peter McKinney, 60 inches appropriated May 1st 1882,

and they are entitled to convey the same to the aforesaid individuals who constructed said River ditch, according to the terms of said contract.

4. That said David McNutt, Henry Griebner, Neil Sweeney, George L. Shoup, M. M. McPherson, A. J. Macnab, William H. Shoup, Peter McKinney, shall, at the expiration of one year from this date, convey to the aforesaid persons, who constructed said River ditch, the following number of inches of the waters of Garman Creek, heretofore used by them, to wit :

David McNutt, 200 inches

Henry Griebner, 70 inches

Neil Sweeney, 35 inches

Peter McKinney, 60 inches

George L. Shoup, M. M. McPherson

James Macnab, and William H. Shoup

55 inches

Provided that said river ditch is kept in repair as herein provided.

And that Mary J. Birdseye and Anna B. Davis, their heirs or assigns, shall at the expiration of five years from this date, convey to said persons who constructed said river ditch, the following number of inches of the water of Garman Creek, heretofore used by them, to wit:

Mary J. Birdseye, 100 inches

2870 44+07

Anna B. Davis, 100 inches

Provided that said river ditch is kept in such repair, for five years from this date, that it will deliver 200 inches of water from Salmon River, to the point where said river ditch intersects said Garman Creek ditch, -in accordance with the terms of the private contract, entered into between said parties, of date June 20, 1900.

5. We hereby find and determine that the following named persons have paid their full share, or portion of the cost of construction of said river ditch, to wit: E.R. Benedict and Wallace W. Slavin, and that the following named persons are in arrear in the payment of their share or portion of the cost of construction of said river ditch, to the amounts set opposite their respective names, to wit:

Theodore Batson	\$10.31
Elwood D. Clark	30.92
Hilliard H. Dahle	18.56
John Dimock	32.00
John Daniels	286.22
Ora L. and William Igou	8.54
Albert J. Mathews	18.56
Robert Martin	1.82
Peter McKinney	.51
A.C. Mather	1.09
Thomas Palmer	28.53
John Palmer	18.55
William Smith	.51

6. That said E/R. Benedict, Wallace W. Slavin, Theodore Batson, Elwood D. Clark, Hilliard H. Dahle, John Dimock, John Daniels, Ora L., and William Igou, Albert J. Mathews, Robert Martin, Peter McKinney, A.C. Mather, Thomas Palmer, John Palmer and William Smith, are entitled to a conveyance of the waters of said Garman Creek, so appropriated and owned by said "Big Flat people" provided that all of said persons, except said Benedict and Slavin, pay the sforesaid sums, so due and owing by them, within the

thirty days, fixed by the contract, first herein referred to.

7. That the persons, named in paragraph 6 of this report, are each entitled to a conveyance from said David McNutt, Mary J. Birdseye, Anna B. Davis, Henry B. Grieser, Neil Sweeney, Peter McKinney, George L. Shoup, E. M. McPherson, A. J. Macnab, and William H. Shoup, of the 620 inches of the waters of Carman Creek, in accordance with the terms of said contract the right to the use of said water, dating from the times above stated, to wit: the date of the original appropriation.

8. We also find and determine that the benefit to the William Smith ranch, derived from the construction of said river ditch, is so much greater than the trifling amount of damage inflicted, that we award no damage to the owner thereof.

All of which is respectfully awarded and reported.

Dated October 7th 1901.

J. H. Hockenwith
Thomas Pyeatt
William Peterson } Referees.

Our charges for services:

<i>James H. Hockenwith</i>	<i>12 days at 30</i>	<i>8 36</i>
<i>Thomas Pyeatt</i>	<i>12 days at 30</i>	<i>8 36</i>
<i>William Peterson</i>	<i>12 days at 30</i>	<i>8 36</i>

File

2^d Report of Referee

*In the District Court of the Fifth
Judicial District of the State of
Idaho, in and for Lemhi County.*

David McQuest et al

PLAINTIFF,

Thomas Palmer

et al
DEFENDANT.

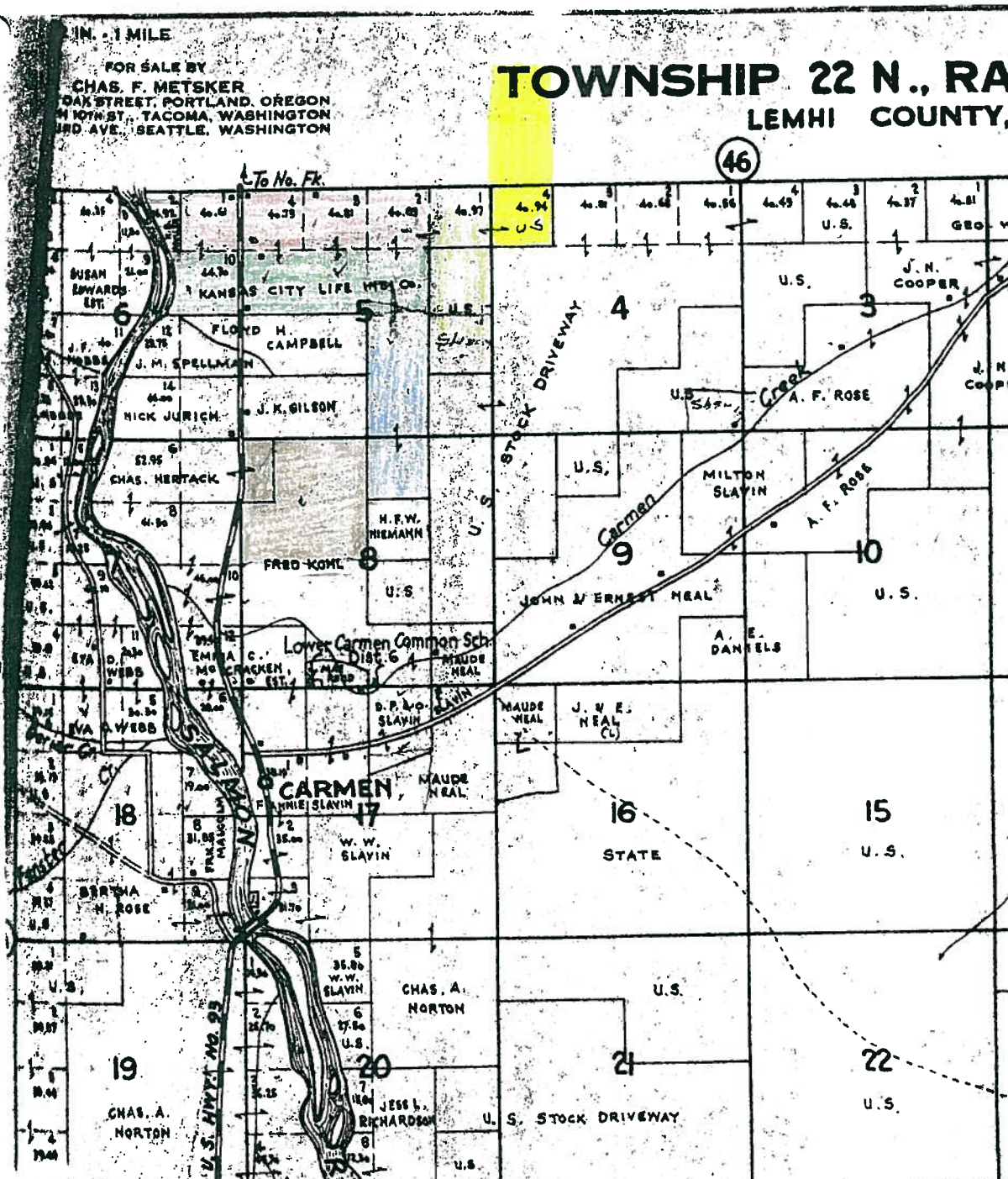
October 8th 1901

J. P. Colough Jr
CLERK.

DEPUTY.

ATTACHMENT D

- Greiber Homestead
- McKinney Homestead
- McKinney ~~Homestead~~ Desert Entry
- Brautigans Homestead
- William Smith



ATTACHMENT E

Notary Public, Idaho

This Indenture, made this 24th day of April in the year of our Lord one thousand nine hundred and 1906 between

Henry Kiehn, and Clara Kiehn, husband and wife, of Lemhi County, State of Idaho, the parties of the first part, and Peter M. Padgham of the same place

WITNESSETH, that the said part 1st of the first part, for and in consideration of Three Thousand Five Hundred DOLLAR lawful money of the United States of America, to them in hand paid by the said part 2^d 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 2^d of the second part, and to his heirs and assigns forever, a

of Lots numbered 2, 3 and 4 in Section five (5) and Lot Numbered one and two of Section six (6) Township No. 22 North of Range No. 22 East of T10E Meridian. And all water rights and irrigation ditches and interest and rights in water and irrigation ditches appurtenant to said land, including the rights in the lower shore ditch known as the Mc Pitt, Birdseyer and Dado's ditch and water from the Salmon river, and the interest and water in and from the ditch known as the Big Flat river ditch, appurtenant to said land.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all estate, right, title, interest in and to the said property, possession, claim and demand whatsoever, as well in law as in equity, of the said part 1st of the first part, of, in or to the said premises, and every part and parcel thereof, with the appurtenances, to have and hold, all and singular, the above mentioned and described premises, together with the appurtenances, unto the part 2^d of the second part, and to his heirs and assigns forever. And the said part 1st of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said party 2^d of the second part, his heirs and assigns, against the said part 1st of the first part and his heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim, the same shall and will warrant and by these presents forever defend.

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

Signed, sealed and delivered in the presence of

John H. Padgham

Henry Kiehn

(SEAL)

Clara Kiehn

(SEAL)

(SEAL)

STATE OF IDAHO,

County of Lemhi ss. On this 24th day of April in the year 1906 before me, John H. Padgham a Notary Public in and for said County, personally appeared Henry Kiehn

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same; and on this 24th day of April in the year 1906 before me, the officer above described, personally appeared Clara Kiehn known to me to be the person whose name is subscribed to the within 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 affixed my official seal, the day and year in this certificate first above written.

Seal

John H. Padgham Notary Public
in and for Lemhi County, Idaho.

Recorded this 24th day of April A. D. 1906.
Referred at the request of Peter M. Padgham of Idaho minutes past 5 o'clock
P. M. 1906 in Book 10 of Records on page 625.
By John H. Padgham Notary Public, Idaho.

ATTACHMENT F

with John H. Padgham

This Indenture, Made this thirteenth day of April in the year of our Lord one thousand nine hundred and eight between William Smith of "Big Flat" Lemhi County, State of Idaho, an unmarried man the party of the first part, and Peter Mc Kinney of the same place

the party of the second part,

WITNESSETH, that the said part. Y. of the first part, for and in consideration of Two Thousand Four Hundred DOLLARS, lawful money of the United States of America, to him in hand paid by the said part. Y. of the second part, the receipt whereof is hereby acknowledged, hath GRANTED, BARGAINED and SOLD, and by these presents doth GRANT, BARGAIN, SELL, CONVEY and CONFIRM unto the said part. Y. of the second part, and to his heirs and assigns forever, all

that certain piece or parcel of land situated, lying and being in the County of Lemhi, State of Idaho, described as follows, to wit:

The Northwest quarter of Section eight (8) in Township No. twenty two (22) North of Range No. twenty two East of the Beiser Meridian.

Also all irrigating ditches and interests and rights in irrigating ditches appurtenant to and heretofore used to convey water upon said land, and all water and rights to the use of water appurtenant to said land and heretofore used thereon including the interest right and title of the party of the first part in and to that certain irrigating ditch and water right mentioned and set forth in that certain written agreement made by said party of the first part hereto with ether, recorded in the office of the County Recorder of said Lemhi County in Book "B" of Agreements at page 75 records of said County.

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 also all estate, right, title, interest in and to the said property, possession, claim and demand whatsoever, as well in law as in equity, of the said part. Y. of the first part, of, in or to the said premises, and every part and parcel thereof, with the appurtenances, to have and to hold, all and singular, the above mentioned and described premises, together with the appurtenances, unto the part. Y. of the second part, and to his heirs and assigns forever. And the said part. Y. of the first part, and his heirs, the said premises in the quiet and peaceable possession of the said part. Y. of the second part, his heirs and assigns, against the said part. Y. of the first part and his heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim, the same shall and will warrant and by these presents forever defend.

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

Signed, sealed and delivered in the presence of

Eunice M. Wright

John H. Padgham

William Smith (SEAL)

(SEAL)

(SEAL)

STATE OF IDAHO,

County of Lemhi } ss. On this thirteenth day of April in the year 1908 before me, John H. Padgham a Notary Public in and for said County, personally appeared William Smith known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same; and on this thirteenth day of April in the year 1908 before me, the officer above described, personally appeared John H. Padgham known to me to be the person whose name is subscribed to the within 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 affixed my official seal, the day and year in this certificate first above written.

(Seal)

John H. Padgham

Notary Public in and for Lemhi County, Idaho.

Recorded at the request of Peter Mc Kinney at 9 minutes past 9 o'clock A. M., April 20th 1908, in Book "S" of Deeds on Page 195 Records of Lemhi County, Idaho.

This Indenture, made this Fourteenth day of April, in the year of our Lord one thousand nine hundred and ten between Peter McKinney and Rose McKinney, his wife, of Carmen Precinct in Lemhi County, State of Idaho, parties of the first part, and Salmon Land Company, a Corporation organized and existing under the laws of the State of Montana, the party of the second part.

Witnesseth, that the said parties of the first part, for and in consideration of One Dollar (\$1.00) 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, 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 its successors and assigns forever, all those certain pieces or parcels of land, situate, lying and being in the County of Lemhi, State of Idaho, described as follows, to wit: Lot Number ten (10), Section six (6), the South half (S.1/2) of Northwest quarter (N.W.1/4), and Southwest quarter (S.W.1/4) of the Northeast quarter (N.E.1/4) of Section Five (5) all in Township Twenty-two (22) North of Range Twenty-two (22) East of the Boise Meridian, known as the Peter McKinney Homestead Lot, containing 164.70 acres.

The West half (W.1/2) of Southeast quarter (S.E.1/4) of Section Five (5), and the Northwest quarter (N.W.1/4) of Northeast quarter (N.E.1/4) of section (8) in Township Twenty-two (22) North, of Range Twenty-two (22) East of the Boise Meridian, known as the McKinney Desert Lot, containing 120 acres.

Lots Two (2), Three (3) and Four (4) of Section Five (5) and Lot One (1) of Section Six (6) in Township Twenty-two (22) North, of Range Twenty-two (22) East, of the Boise Meridian, known as the Greiber Homestead, containing 163.05 acres.

Also all water rights appurtenant to said land and heretofore used thereon, including water rights decreed to said Peter McKinney, William Smith and Henry Greiber, in the suit of David McNutt et al against Thomas Palmer et al in the district Court of the County of Lemhi, and recorded in Book "A", of Judgments of said Court, at page 582 amounting to the right to use 215 Miners Inches of the water of Carmen Creek, and the right to use one fourth (1/4) part of forty (40) cubic feet of the waters of Salmon River located by said Peter McKinney and others on Aug. 14, 1900, the Location Notice of which is recorded in the office of the Recorder of said Lemhi County in Book "B" of water Rights, page 371.

Also all irrigation ditches appurtenant to said lands and which convey water thereto for the irrigation thereof, including a ditch from Carman Creek; a five twenty-eighths (5/28) interest or share of the Big Flat Salmon River Ditch; Two shares, to wit: interest or part of the Birdseye-Davis-McNutt ditch, and a one third interest or part of the ditch leading from Salmon River to Lot number ten (10) of section six (6), in Township twenty-two (22) North, of Range twenty-two (22) East of the Boise Meridian.

Excepting from said Greiber Homestead the following described parcel of land, to wit: Commencing at a point on Section line 4047 feet West of Northeast corner of West half (W.1/2) of Northeast quarter (N.E.1/4) of Section five (5) in Township twenty-two (22) North, of Range twenty-two (22) East of the Boise Meridian, run thence South sixty-six (66) feet, thence West parallel with said Section line and Section line of Section six (6) in Township twenty-two (22) North, of Range twenty-two (22) East, of the Boise Meridian to the center of Salmon River, thence North sixty-six (66) feet to the North line of said Section six (6) thence East on the North line of section six (6) and North Line of Section five (5) to place of beginning.

And reserving from this conveyance five (5) Miners Inches of the aforesaid waters of Carmen Creek for use on the other lands of said Peter McKinney, and the right to, at all times, convey said five (5) inches of water through said Carmen Ditch, also the right to convey through said ditch fifty (50) Miners Inches of what is known as "Flood Water" but such "Flood Water" shall not be conveyed in or through said ditch to the extent of hindering or preventing the party of the second part, its heirs or assigns from conveying through said ditch at least fifty (50) Miners Inches of aforesaid "Flood Water".

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversions, remainders, rents, issues and profits thereof, and also estate, right, title, interest in and to the said property, possession, claim and demand whatsoever, as well in law as in equity, of the said parties of the first part, of in or to the said premises, and every part and parcel thereof, with the appurtenances 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 its successors and assigns forever. And the parties of the first part, and their heirs, the said premises in the quiet and peaceful possession of the said party of the second part, its successors and assigns, against the said parties of the first part and their heirs 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
John H. Padgham.

Peter McKinney (seal)
Rose McKinney (Seal)

State of Idaho,)
County of Lemhi) ss.

On this Fourteenth day of April in the year 1910 before me, John H. Padgham, a Notary Public in and for the said County, personally appeared Peter McKinney and Rose McKinney 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 1911.

John H. Padgham

My Commission expires May 27, Notary Public in and for Lemhi County, State of Idaho.

Recorded at the request of Peter McKinney April 25th, 1910 at 9 o'clock A.M., in Book R of Deeds page 379 Records of Lemhi County, Idaho.

Deputy.

County Recorder.

ATTACHMENT G

I - A
This Indenture, made this Thirteenth day of April in the year of our Lord one thousand nine hundred and ten between Peter McKinney, and Rosa McKinney, his wife, of the County of Lemhi, State of Idaho, the parties of the first part, and John M. Steele of the same place

the part of the second part, WITNESSETH, that the said parties of the first part, for and in consideration of One Thousand Two Hundred Sixty 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 that certain piece or parcel of land situate lying and being in the County of Lemhi

State of Idaho, particularly bounded and described as follows, Part of the Northwest quarter of the Northwest quarter of Section Eight (8) in Township 22 North of Range 22 east of the Boise Meridian, to wit: Beginning at an iron pin at the Northwest corner of said Section 8, run thence North 89°36' East on the North line of said Section 1088.6 feet to an iron pin in the center of the Gibbonsville road; thence South 1°11' West 743.4 feet to an iron pin in the center of said road; thence South 61°02' West 1205.6 feet to the Southwest corner of the Northwest quarter of the Northwest quarter of said Section 8; thence North 0°46' West on the west line of said Section 1320 feet to the place of beginning, Containing 25.2 acres, more or less.

Reserving all water and water rights heretofore attached and appurtenant to the above described land. Also reserving the right to waste irrigation water over and across said land as the same is wont to flow thereon from the lands of the parties of the first part lying above the lands hereby conveyed.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, except said water rights, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all estate, right, title, interest in and to the said property, possession, claim and demand whatsoever, as well in law as in equity, of the said parties of the first part, of, in or to the said premises, and every part and parcel thereof, with the appurtenances, to have and 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 hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

Peter McKinney [SEAL]

Rosa McKinney [SEAL]

[SEAL]

STATE OF IDAHO,

County of Lemhi

ss.

On this 26th day of April in the

year 1910 before me, W. C. Smith a Clerk of the District Court in and for

the said County, personally appeared Peter McKinney and Rose McKinney, 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 in this certificate first above written.

W. C. Smith

Seal

Clerk of the District Court

STATE OF IDAHO,

County of

ss.

I hereby certify that this instrument was filed for record at request of John M. Steele at 5 minutes past 4 o'clock P. M., this 4th day of May A. D. 1910, in my office, and duly recorded in book U of Deeds at page 95

By

Deputy

Ex-officio Recorder

ATTACHMENT H

This Indenture, made this Fourteenth day of April, in the year of our Lord one thousand nine hundred and ten between Peter McKinney and Rose McKinney, his wife, of Carmen Precinct in Lemhi County, State of Idaho, parties of the first part, and Salmon Land Company, a Corporation organized and existing under the laws of the State of Montana, the party of the second part.

Witnesseth, that the said parties of the first part, for and in consideration of One Dollar (\$1.00) 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, 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 its successors and assigns forever, all those certain pieces or parcels of land, situate, lying and being in the County of Lemhi, State of Idaho, described as follows, to wit: Lot Number ten (10), Section six (6), the South half (S.1/2) of Northwest quarter (N.W.1/4), and Southwest quarter (S.W.1/4) of the Northeast quarter (N.E.1/4) of Section Five (5) all in Township Twenty-two (22) North of Range Twenty-two (22) East of the Boise Meridian, known as the Peter McKinney Homestead Lot, containing 164.70 acres.

The West half (W.1/2) of Southeast quarter (S.E.1/4) of Section Five (5), and the Northwest quarter (N.W.1/4) of Northeast quarter (N.E.1/4) of section (8) in Township Twenty-two (22) North, of Range Twenty-two (22) East of the Boise Meridian, known as the McKinney Desert Lot, containing 120 acres.

Lots Two (2), Three (3) and Four (4) of Section Five (5) and Lot One (1) of Section Six (6) in Township Twenty-two (22) North, of Range Twenty-two (22) East, of the Boise Meridian, known as the Greiber Homestead, containing 163.05 acres.

Also all water rights appurtenant to said land and heretofore used thereon, including water rights decreed to said Peter McKinney, William Smith and Henry Greiber, in the suit of David McNutt et al against Thomas Palmer et al in the district Court of the County of Lemhi, and recorded in Book "A", of Judgments of said Court, at page 582 amounting to the right to use 215 Miners Inches of the water of Carmen Creek, and the right to use one fourth (1/4) part of forty (40) cubic feet of the waters of Salmon River located by said Peter McKinney and others on Aug. 14, 1900, the Location Notice of which is recorded in the office of the Recorder of said Lemhi County in Book "B" of water Rights, page 371.

Also all irrigation ditches appurtenant to said lands and which convey water thereto for the irrigation thereof, including a ditch from Carman Creek; a five twenty-eighths (5/28) interest or share of the Big Flat Salmon River Ditch; Two shares, to wit: interest or part of the Birdseye-Davis-McNutt ditch, and a one third interest or part of the ditch leading from Salmon River to Lot number ten (10) of section six (6), in Township twenty-two (22) North, of Range twenty-two (22) East of the Boise Meridian.

Excepting from said Greiber Homestead the following described parcel of land, to wit: Commencing at a point on Section line 4047 feet West of Northeast corner of West half (W.1/2) of Northeast quarter (N.E.1/4) of Section five (5) in Township twenty-two (22) North, of Range twenty-two (22) East of the Boise Meridian, run thence South sixty-six (66) feet, thence West parallel with said Section line and Section line of Section six (6) in Township twenty-two (22) North, of Range twenty-two (22) East, of the Boise Meridian to the center of Salmon River, thence North sixty-six (66) feet to the North line of said Section six (6) thence East on the North line of section six (6) and North Line of Section five (5) to place of beginning.

And reserving from this conveyance five (5) Miners Inches of the aforesaid waters of Carmen Creek for use on the other lands of said Peter McKinney, and the right to, at all times, convey said five (5) inches of water through said Carmen Ditch, also the right to convey through said ditch fifty (50) Miners Inches of what is known as "Flood Water" but such "Flood Water" shall not be conveyed in or through said ditch to the extent of hindering or preventing the party of the second part, its heirs or assigns from conveying through said ditch at least fifty (50) Miners Inches of aforesaid "Flood Water".

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversions, remainders, rents, issues and profits thereof, and also estate, right, title, interest in and to the said property, possession, claim and demand whatsoever, as well in law as in equity, of the said parties of the first part, of in or to the said premises, and every part and parcel thereof, with the appurtenances 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 its successors and assigns forever. And the parties of the first part, and their heirs, the said premises in the quiet and peaceful possession of the said party of the second part, its successors and assigns, against the said parties of the first part and their heirs 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
John H. Padgham.

Peter McKinney (seal)
Rose McKinney (Seal)

State of Idaho,)
County of Lemhi) ss

On this Fourteenth day of April in the year 1910 before me, John H. Padgham, a Notary Public in and for the said County, personally appeared Peter McKinney and Rose McKinney 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 1911. John H. Padgham
My Commission expires May 27, Notary Public in and for Lemhi County, State of Idaho.

Recorded at the request of Peter McKinney April 25th, 1910 at 9 o'clock A.M., in Book R of Deeds page 379 Records of Lemhi County, Idaho.

Deputy.

P. McKinney Jr.

M. L. Smith
County Recorder.

ATTACHMENT I

SHERIFF'S DEED ON FORECLOSURE.

THIS INDENTURE, Made this 27th day of February A. D. 1915, between Thomas J. Stroud Sheriff of the County of Lemhi, State of Idaho, party of the first part, and Laura A. Boomer of the Spokane, Washington County of _____ party of the second part, WITNESSETH:

WHEREAS, In and by a certain decree rendered by the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Lemhi on the 30th day of December 1913, and entered on the 3rd day of January 1914, in a certain action then pending in said Court, wherein Laura A. Boomer plaintiff, and Salmon Land Company, F. A. Bennet Peter McKinney and Frank L. Plummer, Trustee, defendants, it was, among other things, ORDERED, ADJUDGED and DECREED, that all and singular the mortgaged premises described in the complaint in said action, and specifically described in said decree, be sold at public auction, by the Sheriff of the said County of Lemhi in the manner required by law, and according to the course and practice of said Court, and that said Sheriff execute the usual certificate and deeds to the purchaser, as required by law;

AND WHEREAS, A writ, reciting the material parts of said decree, and directing the said party of the first part, as such Sheriff, to execute the said decree, by making the sale and applying the proceeds in conformity therewith, having been to said Sheriff directed and delivered, the said Sheriff did, at the hour of Two o'clock P. M. on the 30th day of January 1914, after due public notice had been given, as required by the laws of this State and the course and practice of said Court, duly sell at public auction, in front of the Court House door, in the City of Salmon, in said county of Lemhi, State of Idaho, agreeably to the said decree, and the provisions of law, the premises in said decree mentioned; at which sale the premises in said decree, and hereinafter described, were fairly struck off to Laura A. Boomer for the sum of Twenty Thousand Five Hundred and 00/100 Dollars, lawful money of the United States she being the highest bidder, and that being the highest sum bidden for the same;

AND WHEREAS, The said Laura A. Boomer thereupon paid to the said Sheriff the said sum of money so bidden by her;

AND WHEREAS, The said Sheriff thereupon made and issued the usual certificate, in duplicate, of the said sale, in due form of law, and delivered one thereof to the said purchaser and caused the other to be filed and recorded in the County Recorder's Office of the County of Lemhi;

AND WHEREAS, More than one year has elapsed since the date of said sale, and no redemption has been made of the premises so sold, as aforesaid, by or on behalf of the said judgment debtors, the said defendant, or by or on behalf of any other person;

NOW, THIS INDENTURE WITNESSETH, That the said party of the first part, the said Thomas J. Stroud Sheriff, in order to carry into effect the sale so made by him, as aforesaid, in pursuance of said decree, and in conformity to the statute in such case made and provided, and, also, in consideration of the premises, and of the sum of Twenty Thousand Five Hundred and 00/100 Dollars, lawful money of the United States, so bidden and paid to him by the said purchaser the said Laura A. Boomer the receipt whereof is hereby acknowledged, hath GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents doth GRANT, BARGAIN, SELL and CONVEY, unto the said party of the second part, and to her heirs and assigns, FOREVER, Lot number ten (10), Section six (6), the south half of the north west quarter, the Southwest quarter of Northeast quarter of Section Five (5), all in township 22 North of Range 22 East of Boise Meridian, known as the Peter McKinney lot, containing 164.7 acres.

The west half of the Southeast quarter of Section 5 and the northwest quarter of Northeast quarter of Section 8, in township 22, North of Range 22, East of the Boise Meridian, known as the McKinney Desert Lot, containing 120 acres.

Lots Two, Three and Four of Section 5, and lot number One, Section 6 in Township 22 North of Range 22 East of the Boise Meridian, known as the Greiber Homestead, containing 163.05 acres.

Also all, water rights appurtenant to said land and heretofore used thereon, including water rights decreed to said Peter McKinney, William Smith and Henry Griebler, in the suit of David McNutt, et. al., against Thomas Palmer et. al., in the District Court of the County of Lemhi, and recorded in book "A" of Judgments of said court at page 532, amounting to the right to use 215 miner's inches of water of Carmen Creek, and the right to use one-fourth part of forty cubic feet of the waters of Salmon River, located by said Peter McKinney et. al., August 14th A. D. 1900, the location of which is recorded in the office of the County Recorder of said Lemhi County in Book "B" of water rights at page 372.

Also all irrigation ditches appurtenant to said land and which convey water thereto for the irrigation thereof, including a ditch from Carmen Creek; 5/28th interest or share in the Big Flat Salmon River Ditch; two shares, to-wit: Interest or part of The Birdseye-Davis-McNutt Ditch; and a one-third or part of the ditch leading from Salmon River to Lot 10 of Section 6, in township 22 North of Range 22 East of the Boise Meridian. Excepting from the Griebler homestead the following described parcel of land to wit: Commencing at a point on Section Line 4047 feet west of Northeast corner of west half of Northeast quarter of Section 5 in Township 22 North of Range 22 East of the Boise Meridian, run thence South 66 feet, thence West parallel with said section line and section line of section 6, in Township 22 North of Range 22 East of Boise Meridian, to the centre of Salmon River, thence North 66 feet to the North line of said Section 6, thence East on the North line of Sec. 6 and North line of section 5, to the place of beginning.

Also excepting and reserving five miner's inches of the aforesaid waters of Carmen Creek for use of other lands belonging to said Peter McKinney and the right to at all times convey said five miner's inches of water through said Carmen Creek ditch, also the right to convey through said ditch fifty miner's inches of what is known as "Flood Waters" but said Flood water shall not be conveyed in or through said ditch to the extent of preventing the owners of said ditch from conveying through said ditch at least fifty miner's inches of aforesaid "Flood Water", to gether with all and singular the tenements, hereinafter and

Peter McKinney
Homestead

P. McKinney
Desert Lot
Greiber
Homestead

Nolan
ditch?

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 premises above mentioned and described and hereby conveyed, or intended so to be, together with the appurtenances, unto the said party of the second part her heirs and assigns, FOREVER.

IN WITNESS WHEREOF, The said party of the first part to these presents, Sheriff as aforesaid, hath hereunto set his hand and seal, the day and year first above written.
Sealed and Delivered in the Presence of

Thomas J. Stroud,
Sheriff of Lemhi County, State of
Idaho.
L. A. Volger, Deputy.

State of Idaho, () ss
County of Lemhi ()

On this 27th day of February A. D. 1915, before me J. L. Kirtley, Jr., a Clerk of the District Court in and for said County and State, personally appeared L. A. Volger Deputy, under Thomas J. Stroud, Sheriff of the County of Lemhi, State of Idaho, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that he, as such Sheriff aforesaid, executed the same.

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

J. L. Kirtley, Jr., Clerk of the
District Court in and for Lemhi
County, Idaho.

(SEAL)

By W W Simmons Deputy.

Rev. Stamps \$20.00: 2/27/1915: T. J. S.

State of Idaho () ss
County of Lemhi ()

I hereby certify that this instrument was filed for record at the request of W. C. Smith at _____ minutes past 11 o'clock A. M., this 19th day of March, A. D. 1915, in my office, and duly recorded in Book W of Deeds at page 432-2

J. L. Kirtley, Jr., Ex-Officio Recorder.

By *W. W. Simmons* Deputy.

ATTACHMENT J

7:254

Ella Lee Brantigan et al J Isley

Book X - pg. 2

WARRANTY DEED

Instrument No. 19434

This Indenture, Made this 28th day of August in the year of our Lord one thousand nine hundred and sixteen between Ella Lee Brantigan a widow, of the County of Lemhi, State of Idaho, the party of the first part, and J. Isley of the County of Lemhi, State of Idaho.

the party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of FIVE HUNDRED (\$500) DOLLARS,

lawful money of the United States of America, to her 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 those certain lots, pieces or parcels of land situate, lying and being in the County of Lemhi, State of Idaho, and particularly described as follows, to wit:-

Lot Four of Section Four, and Lot One of Section Five in Township Twenty-two north and the west half of the Southwest quarter of Section Thirty-three in Township Twenty-three North all in Range Twenty-two East of the Boise Meridian in Lemhi County, Idaho, containing 161.91 acres of land,

Together with all ditches, water and water rights belonging to said premises, appertaining thereto, or used in connection therewith.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all estate, right, title, interest in and to the said property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of in or to the said premises, and every part and parcel thereof, with the appurtenances to have and 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 premises 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, 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 her hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of

Ella Lee Brantigan (SEAL)

(SEAL)

(SEAL)

STATE OF IDAHO } ss.
COUNTY OF LEMHI }

On this 28th day of August in the year 1916 before me, W. C. Smith

a Notary Public in and for the said County, personally appeared Ella Lee Brantigan a widow 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.

SEAL.

W. C. Smith

Notary Public for the State of Idaho,
residing at Salmon, Idaho.

Recorded at request of James Isley at --- minutes past 9 o'clock A. M., December 8th 1917 in Book X of Deeds, on page 254 Records of

ATTACHMENT K

THIS INDENTURE, Made this 1st day of July in the year of our Lord one thousand nine hundred and twenty-two (1922) between Laura A. Boomer and H. H. Boomer, her husband of Spokane County of Spokane State of Washington the parties of the first part, and Lemhi Irrigation & Orchard Company, Ltd. a corporation of Lemhi County 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 considerations (\$1.00) 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 its successors and assigns forever, all the following described real estate, situated in Lemhi County State of Idaho, to wit: Lot Four (4) in Section Four (4); Lot One (1) in Section Five (5); Lots Two (2), Three (3) and Four (4), the South Half of the Northwest Quarter ($S\frac{1}{2}$ NW $\frac{1}{4}$), the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) and the West Half of the Southeast Quarter ($W\frac{1}{2}$ SE $\frac{1}{4}$) of Section Five (5); Lots One (1) and Ten (10) of Section Six (6); the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Eight (8); and the West Half ($W\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-three (33), all in Township Twenty-two (22) North, Range Twenty-two (22), East of the Boise Meridian, in Lemhi County, State of Idaho.

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 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 its successors 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, its successors 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)
Arthur W. Davis

Laura A. Boomer (Seal)
H. H. Boomer (Seal)

Documentary stamps \$25.00; JUL 1 1922; H.H.B.

STATE OF WASHINGTON,)
County of Spokane) ss.

On this 1st day of July in the year 1922, before me Arthur W. Davis, a Notary Public in and for said County, personally appeared Laura A. Boomer and H. H. Boomer, her husband 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

Arthur W. Davis
Notary Public, residing at Spokane Washington

STATE OF IDAHO,)
County of Lemhi) ss.

I hereby certify that this instrument was filed for record at the request of H. H. Boomer at 1 minutes past 9 o'clock A. M., this 6th day of July A. D. 1922 in my office, and duly recorded in Book 26 of Deeds at page 202.

BY Delia M. Glendon
Deputy.

W. H. Linn
Ex-Officio Recorder.

ATTACHMENT L

This Indenture, Made this 29th day of July in the year of our Lord one thousand nine hundred and twenty-two between J. Isley and Lillie Isley husband and wife of the County of Lemhi, State of Idaho,

the parties of the first part, and Laura A. Boomer and E. H. Boomer husband and wife of Spokane, County of Spokane, State of Washington, the parties of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of One and No/100 DOLLARS, lawful money of the United States of America, to them in hand paid by the said parties 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 parties of the second part, and to their heirs and assigns forever, all those certain lots, pieces or parcels of land situate, lying and being in the County of Lemhi, State of Idaho, and particularly described as follows, to wit:-

Lot Four (4) of Section Four, (4) and Lot One (1) of Section Five, (5) Township Twenty-two North, and the West Half of the Southwest quarter of Section Thirty-three in Township Twenty-three North, all in Range Twenty-two East of the Boise Meridian, containing 161.91 acres.

Together with all ditches, water and water rights belonging to said premises, appertaining thereto or used in connection therewith.

Together with all and singular tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all estate, right, title, interest in and to the said property, possession, claim and demand whatsoever, as well in law as in equity, of the said parties of the first part, of in or to the said premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND HOLD all and singular, the above mentioned and described premises, together with the appurtenances, unto the parties of the second part, and to their heirs and assigns forever. And the said parties of the first part, and their heirs, the said premises in the quiet and peaceful 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

J. Isley [SEAL]

Lillie Isley [SEAL]

[SEAL]

STATE OF IDAHO, }
COUNTY OF LEMHI, } ss.

On this 11th day of August, in the year 1922, before me Allen C. Merritt a Notary Public in and for the said County, personally appeared J. Isley and Lillie Isley husband and wife, known to me to be the person 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.

S E A L

Allen C. Merritt
NOTARY PUBLIC OF THE STATE OF IDAHO
Residing at Salmon, Lemhi County, Idaho

Recorded at request of E. H. Casterlin at 10 minutes past 1 o'clock P.M., October 17th, 1922, in Book 27 of Deeds, on page 7, Records of Lemhi County, Idaho.

W. W. [Signature]
County Recorder.
By Debra M. [Signature] Deputy.

ATTACHMENT M

THIS INDENTURE, Made this 14th day of October, A.D. 1922, by and between the LEMHI IRRIGATION AND ORCHARD COMPANY, LTD., a corporation, the party of the first part, and FRANK B. BABCOCK, the party of the second part,

WITNESSETH:- That the said party of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars, lawful money of the United States, to it in hand paid by the party of the second part, and other valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey and confirm, unto the said party of the second part, his heirs and assigns forever, the following described property situate, locate and being in Lemhi County, State of Idaho, and particularly described as follows, to-wit:-

Southwest Quarter of Southwest Quarter of Section One (1); Southeast Quarter of Southeast Quarter of Section Two (2); and West Half of Northwest Quarter of Section Twelve (12), all in Township Twenty-one (21) North, Range Twenty-two (22) East:

Also Placer Claims Nos. One (1), Two (2) and Three (3) Consolidated Placers in Kirtley Creek District, Lot Nine hundred and ninety (990), and Placer Claims Nos. Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9) and Ten (10), Consolidated, Lot No. Four (4), in Kirtley Creek District:

Also Placer Claims "Portia", "Persia", "Arabia" and "Burmah" consolidated Placers Lot No. One thousand and Two (1002) in Kirtley Creek District, and "Soudan", "Asia", "Democrat", "Climax" and "Exit", Consolidated Placers Lot No. One thousand and four (1004) in said District, and "Nollie Gibson" consolidated Placer Lot No. Nine hundred and ninety-eight (998) in said District, and "Oversight", "Gold Gulch", "Emma-Julia", "Occident", "Orient" and "Lake", consolidated Placers Lot No. Nine hundred and ninety-nine (999) in said District, and "Compton", "Stine", "Grand-Outlet", "Daniels", "Patterson", "Rouse", "Comique Lots A and B" and "Noble", consolidated Placers Lot No. One thousand (1000) in said District, and "Nydia", "Nero", "Hector", "Achilles", "Ajax" and all that part of "Bonny Bell" not conveyed by the Lemhi Irrigation and Orchard Company, Ltd. to John H. Adams, Sr. and Mary Adams, his wife, by deed recorded in Book "2" of Deeds page 426 in said County, all in consolidated Placers Lot No. One thousand and three (1003) in said District.

Also the South Half of South Half of Section Twenty (20), Southwest Quarter of Southeast Quarter of Section Twenty-one (21), South Half of Southwest Quarter of Section Twenty-one (21), Northwest Quarter of Northwest Quarter of Section Twenty-eight (28), North Half of Section Twenty-nine (29), West Half of Southeast Quarter of Section Twenty-nine (29), East Half of Southwest Quarter of Section Twenty-nine (29), Northwest Quarter of Southwest Quarter of Section Twenty-nine (29), all in Township Twenty-one (21) North, Range Twenty-three (23) East. Except that part of the Southwest Quarter of Southwest Quarter of said Section Twenty (20) conveyed by James Light and Lucy Light to James Beattie by deed dated July 30, 1897, recorded in Book I of Deeds Page 577, correction deed recorded in Book I of Deeds page 497, Records of Lemhi County, Idaho. Also excepting that part of the West Half of Northwest Quarter and Northwest Quarter of the Southwest Quarter of said Section Twenty-nine (29) excepted in deed from Phil Shennon to Josie Barrack dated April 27, 1892, recorded in Book F of Deeds at page 799, records of Lemhi County, Idaho. Also excepting that part of the Southeast Quarter of Southwest Quarter of said Section Twenty-nine (29), conveyed by Josie Barrack to the Gilmore and Pittsburgh Railroad Company, Ltd. by deed dated April 2, 1909, recorded in Book V of Deeds page 84, records of Lemhi County, Idaho.

Also Lot Four (4) of Section Four (4), Lots One (1), Two (2), Three (3) and Four (4) of Section Five (5) and the South Half of the Northwest Quarter of Section Five (5), Southwest Quarter of Northeast Quarter of Section Five (5), Northwest Quarter of Southeast Quarter of Section Five (5), Southwest Quarter of Southeast Quarter of Section Five (5), Lots One (1) and Ten (10), of Section Six (6), Northwest Quarter of Northeast Quarter of Section Eight (8), all in Township Twenty-two (22) North, Range Twenty-two (22) East. Except that portion of said Lot Four (4) of Section Five (5) and said Lots One (1) and Two (2) of Section Six (6), conveyed by Henry Griebner and Clara Griebner to L. Frank Geartson by deed dated April 24, 1906, recorded in Book L of Deeds page 616, records of Lemhi County, Idaho.

Also Northwest Quarter of Southwest Quarter of Section Thirty-three (33) and Southwest Quarter of Southwest Quarter of Section Thirty-three (33), in Township Twenty-three (23) North, Range Twenty-two (22) East.

Also Lots one (1) and Three (3) of Section Seventeen (17) and Lot three (3) of Section Sixteen (16), and all of that portion of Lot Seven (7) of Section Sixteen (16) lying north and West of the north fork of Kirtley Creek, all in Township Twenty-two (22) North Range Twenty-three (23) East.

Also East Half of Northeast Quarter of Section Three (3), Northwest Quarter of Northeast Quarter of Section Three (3), East Half of Northwest Quarter of Section Three (3), North Half of Southwest Quarter of Section Three (3), Southwest Quarter of Southwest Quarter of Section (3), Southeast Quarter of Northeast Quarter of Section Ten (10), West Half of Northeast Quarter of Section Ten (10), Northeast Quarter of Northwest Quarter of Section Ten (10), East Half of Southwest Quarter of Section Ten (10), Northeast Quarter of Section Eleven (11), and the Southwest Quarter of Northwest Quarter of Section Eleven (11), all in Township Twenty-one (21) North, Range Twenty-two (22) East.

Also that part of the Northwest Quarter of Southeast Quarter of said Section Eleven (11) conveyed by Paul Ziems and Anna Ziems to Lemhi Irrigation and Orchard Company, Ltd., by deed dated April 7, 1917, recorded in Book X of Deeds page 151, records of Lemhi County, Idaho.

Containing altogether Six thousand eight hundred four and two hundred fifty-nine one-thousandths (6,804.259) acres, more or less, embracing the Barrack, Hagel and Isley Ranches, whether specifically described herein or not.

Also two hundred twenty-five (225) inches decreed water rights from Carmen Creek and three hundred fifty (350) inches from Salmon River Ditch, both for the Isley Ranch; an undivided three-fourth (3/4) interest in seventeen hundred (1700) inches from Lemhi River for the Hagel and Barrack Ranches; also one thousand (1000) inches from Kirtley Creek for Hagel Ranch, and three hundred twenty-five (325) inches decreed water rights from Bohannon Creek for the Barrack Ranch, together with all water rights and privileges pertaining to the above described lands or any part thereof.

TO HAVE AND TO HOLD THE SAME, Together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said party of the second part, his heirs and assigns forever. And the said Lemhi Irrigation and Orchard Company Ltd., party of the first part, for its successors and assigns, does covenant with the said party of the second part, his heirs and assigns, that it is well seized in fee of the lands and premises aforesaid and has good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances except taxes levied and assessed against the said property for the year 1922 and subsequent years.

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all persons lawfully claiming, or to claim, the whole or any part thereof, the said party of the first part will warrant and defend.

IN TESTIMONY WHEREOF, the said party of the first party has caused these presents to be executed by its proper officers, and its corporate seal to be hereunto affixed, the day and year first above written.

LEMHI IRRIGATION AND ORCHARD COMPANY, LTD.,

S E A L

By H. H. Bommer
As its President.

ATTEST: W. A. Monroe
Secretary.

STATE OF WASHINGTON,) SS.
County of Spokane,)

On this 14th day of October, A.D. 1922, before me personally appeared H. H. BOOMER and W. A. MONROE, to me known to be the President and Secretary respectively of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

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

SEAL

Harry T. Davenport
NOTARY PUBLIC in and for the State of
Washington, residing at Spokane.

Documentary stamps \$100.00; L.I.O.; 1/18/23.

Recorded at the request of Citizens National Bank of Salmon, January 19th, 1923, at 4 minutes past 4 o'clock P. M., in Book 26 of Deeds pages 341 & 342, Records of Lemhi County, Idaho.

BY Charles M. Silman
Deputy.

W. A. Monroe
County Recorder.

ATTACHMENT N

REAL ESTATE MORTGAGE

THIS INDENTURE, Made this fifteenth day of January in the year of our Lord one thousand nine hundred and twenty-three

BETWEEN Frank E. Babcock and Ida Babcock, his wife, the parties of the first part and CONTINENTAL LIFE INSURANCE COMPANY, a Missouri Corporation, party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One and no/100 Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns forever, the following described tracts, lots or parcels of land situated, lying and being in the county of Lemhi, State of Idaho, and particularly bounded and described as follows, to-wit:

Southwest Quarter of Southwest Quarter of Section One (1); Southeast Quarter of Southeast Quarter of Section Two (2); and West Half of Northwest Quarter of Section Twelve (12), all in Township Twenty-one (21) North, Range Twenty-two (22) East:

Also Placer Claims Nos. One (1), Two (2) and Three (3) Consolidated Placers in Kirtley Creek District, Lot Nine hundred and ninety (990), and Placer Claims Nos. Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9) and Ten (10), Consolidated, Lot No. Four (4), in Kirtley Creek District:

Also Placer Claims "Portia", "Persia", "Arabia" and "Burmah" consolidated Placers Lot No. One thousand and two (1002) in Kirtley Creek District, and "Soudan", "Asia", "Democrat", "Climax" and "Exit", Consolidated Placers Lot No. One thousand and four (1004) in said District, and "Mollie Gibson" consolidated Placer Lot No. Nine hundred and ninety-eight (998) in said District, and "Oversight", "Gold Gulch", "Emma-Julia", "Occident", "Orient" and "Lake", consolidated Placers Lot No. Nine hundred and ninety-nine (999) in said District, and "Compton", "Stine", "Grand-Outlet", "Daniels", "Patterson", "Rouse", "Comique Lots A and B" and "Noble", consolidated Placers Lot No. One thousand (1000) in said District, and "Mydia", "Nero", "Sector", "Achilles", "AJax" and all that part of "Bonney Bell" not conveyed by the Lemhi Irrigation and Orchard Company, Ltd. to John H. Adams, Sr. and Mary Adams, his wife, by deed recorded in Book "2" of Deeds page 426 in said County, all in consolidated Placers Lot No. One thousand and three (1003) in said District.

Also the South Half of South Half of Section Twenty (20), Southwest Quarter of Southeast Quarter of Section Twenty-one (21), South Half of Southwest Quarter of Section Twenty-one (21), Northwest Quarter of Northwest Quarter of Section Twenty-eight (28), North Half of Section Twenty-nine (29), West Half of Southeast Quarter of Section Twenty-nine (29), East Half of Southwest Quarter of Section Twenty-nine (29), Northwest Quarter of Southwest Quarter of Section Twenty-nine (29), all in Township Twenty-one (21) North, Range Twenty-three (23) East. Except that part of the Southwest Quarter of Southwest Quarter of said Section Twenty (20) conveyed by James Light and Lucy Light to James Beattie by deed dated July 30, 1897, recorded in Book I of Deeds page 577, correction deed recorded in Book L of Deeds page 497, Records of Lemhi County, Idaho. Also excepting that part of the West Half of Northwest Quarter and Northwest Quarter of the Southwest Quarter of said Section Twenty-nine (29) excepted in deed from Phil Shennon to Josie Barrack dated April 27, 1892, recorded in Book P of Deeds at page 799, records of Lemhi County, Idaho. Also excepting that part of the Southeast Quarter of Southwest Quarter of said Section Twenty-nine (29), conveyed by Josie Barrack to the Gilmore and Pittsburgh Railroad Company, Ltd. by deed dated April 2, 1909, recorded in Book V of Deeds page 84, records of Lemhi County, Idaho.

Also Lot Four (4) of Section Four (4), Lots One (1), Two (2), Three (3) and Four (4) of Section Five (5) and the South Half of the Northwest Quarter of Section Five (5), Southwest Quarter of Northeast Quarter of Section Five (5), Northwest Quarter of Southeast Quarter of Section Five (5), Southwest Quarter of Southeast Quarter of Section Five (5), Lots One (1) and Ten (10) of Section Six (6), Northwest Quarter of Northeast Quarter of Section Eight (8), all in Township Twenty-two (22) North, Range Twenty-two (22) East. Except that portion of said Lot Four (4) of Section Five (5) and said Lots One (1) and Two (2) of Section Six (6), conveyed by Henry Griebner and Clara Griebner to L. Frank Geertson by deed dated April 24, 1906, recorded in Book L of Deeds page 616, records of Lemhi County, Idaho.

Also Northwest Quarter of Southwest Quarter of Section Thirty-three (33) and Southwest Quarter of Southwest Quarter of Section Thirty-three (33), in Township Twenty-three (23) North, Range Twenty-two (22) East.

Also Lots One (1) and Three (3) of Section Seventeen (17) and Lot Three (3) of Section Sixteen (16), and all of that portion of Lot Seven (7) of Section Sixteen (16) lying north and west of the north fork of Kirtley Creek, all in Township Twenty-two (22) North Range Twenty-three (23) East.

Also East Half of Northeast Quarter of Section Three (3), Northwest Quarter of Northeast Quarter of Section Three (3), East Half of Northwest Quarter of Section Three (3), North Half of Southeast Quarter of Section Three (3), Southwest Quarter of Southeast Quarter of Section Three (3), Southeast Quarter of Northeast Quarter of Section Ten (10), West Half of Northeast Quarter of Section Ten (10), Northeast Quarter of Northwest Quarter of Section Ten (10), East Half of Southeast Quarter of Section Ten (10), Northeast Quarter of Section Eleven (11) and the Southwest Quarter of Northwest Quarter of Section Eleven (11), all in Township Twenty-one (21) North, Range Twenty-two (22) East.

Also that part of the Northwest Quarter of Southwest Quarter of Section

Containing altogether Six thousand eight hundred four and two hundred fifty-nine one-thousandths (6,804.259) acres, more or less, embracing the Barrack, Hagel and Isley Ranches, whether specifically described herein or not.

Also two hundred twenty-five (225) inches decreed water rights from Carmen Creek, and three hundred fifty (350) inches from Salmon River Ditch, both for the Isley Ranch; an undivided three-fourth ($\frac{3}{4}$) interest in seventeen hundred (1700) inches from Lembi River for the Hagel and Barrack Ranches; also one thousand (1000) inches from Kirtley Creek for Hagel Ranch, and three hundred twenty-five (325) inches decreed water rights from Bohannon Creek for the Barrack Ranch, together with all water rights and privileges pertaining to the above described lands or any part thereof.

Together with all other rights to the use of water for irrigating said premises and for domestic use thereon to which the said first parties, or the premises hereby conveyed, are now or may hereafter become entitled, or which now are or may hereafter be used on said premises, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining. Together with all the rents, issues and profits derived from said premises after default occurs by the parties of the first part in the performance of any of the conditions or covenants of said promissory notes or this mortgage, including the period allowed by law for redemption in event of the sale of said above premises under foreclosure proceedings.

TO HAVE AND TO HOLD the said premises, together with the tenements, hereditaments and appurtenances thereunto belonging unto the party of the second part and to its successors and assigns forever, and the said parties of the first part, for themselves, their heirs and assigns do hereby covenant to and with the said party of the second part, its successors and assigns, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances; that they have good right to sell and convey the same; that they, the said parties of the first part, will warrant and forever defend the same in the quiet and peaceable possession of the said party of the second part, its successors and assigns, forever against the lawful claims of all and every person or persons whomsoever.

And the said parties of the first part hereby expressly waive and release all rights, benefit, privilege, claim and exemption of homestead in and to the said premises and every part thereof.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of Eighty five thousand and no/100 Dollars, according to the terms and conditions of five certain first mortgage notes numbered 1, 2, 3, 4 and 5, four of which are for the principal sum of \$5,000.00 each, and one being for the principal sum of \$65,000.00 Gold Coin of the United States of America, all bearing even date herewith and payable at St. Louis, Missouri, on first days of February, 1924, 1925, 1926, 1927 and 1928, respectively with interest thereon at the rate of seven per cent per annum from date thereof payable annually as per interest notes attached to said first mortgage notes respectively, but with interest at the rate of ten per cent per annum on said five first mortgage notes and on the said several interest notes thereof after the same become due and payable, which said first mortgage note and interest notes are made and executed by the said Frank B. Babcock and Ida Babcock, his wife, payable to said party of the second part; if such payment shall be made according to the terms and conditions thereof, and the said parties of the first part shall keep and perform all the covenants, terms and conditions of this mortgage as herein provided, then this mortgage shall be void, otherwise shall remain in full force and effect.

The said parties of the first part hereby agree to keep the buildings and other improvements on the said premises in good repair and to keep said buildings insured against loss by fire at all times during the continuance of this mortgage in some reliable insurance company or companies, to be approved by said party of the second part, its successors or assigns, and to deliver the policy or policies of insurance to the party of the second part, in the sum of Twelve thousand and no/100 Dollars Gold Coin of the United States, payable to the said second party, its successors or assigns.

And the said parties of the first part hereby agree to pay all insurance premiums which may be necessary to maintain the said insurance; all taxes which may at any time be levied on this mortgage or on the indebtedness hereby secured in the State of Idaho; all taxes, water rates and assessments, charges, Incumbrances, mechanics' liens or other liens; and all assessments whatsoever levied or put upon said premises prior to or during the continuance of this mortgage when the same become due and payable; and if not so paid it is agreed that said second party, its successors or assigns, may at any time after such default, at its or their option, pay the same or any part thereof, and such payment shall not operate as a waiver of such default or of the right to immediate foreclosure; and the sum or sums so paid shall be secured by this mortgage, and be collected in the same manner as the principal sum hereby secured, with interest thereon from the date of such payment or payments at the rate of ten per cent per annum until paid.

The mortgagors expressly waive the right to direct the manner of sale of the mortgaged premises if this mortgage be foreclosed, and agree that said premises shall be treated and sold as one lot or parcel of land in such event.

And the said parties of the first part agree to reimburse said party of the second part, its successors and assigns, for all sums expended by it in procuring any continuation of the abstract of title to the premises hereby mortgaged, and this mortgage shall be security for the payment of same.

IT IS AGREED That in case of default in any of said payments of principal or interest, or any part thereof, according to the terms and conditions of said first mortgage note, or said interest notes or either or any of them, or in the event of breach, violation

or non-performance of any of the agreements, covenants or warranties herein contained or referred to, then and in that case the whole of said principal, with interest as provided and all other moneys secured by this mortgage shall become due, and the second party, its successors or assigns, may at its or their option, without demand or notice, foreclose this mortgage in the manner provided by law, and recover all moneys due thereunder, and in case action shall be commenced for this purpose the said first parties agree to pay all court and other costs and a reasonable sum as attorney's fee in such action.

And the said parties of the first part further covenant and agree that in the event of a sale of said premises or any part or parts thereof under and by virtue of the provisions of this mortgage, the purchaser or purchasers thereof shall have immediate and peaceable possession of the same.

AND IT IS FURTHER EXPRESSLY AGREED That in case action is brought to foreclose this mortgage, the court shall, on the motion of the party of the second part, its successors or assigns, and without notice to the said parties of the first part, their heirs or assigns, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and such amounts and profits shall be applied in payment PRO TANTO of the amount due under this mortgage.

First parties jointly and severally agree and consent that a deficiency judgment may be entered against any and all of the first parties in any action brought to foreclose this mortgage.

IN WITNESS WHEREOF, the First Parties have hereunto set their hands and seals this fifteenth day of January, 1923.

Signed, Sealed and Delivered in the Presence of)

Frank B. Babcock

(SEAL)

Ida Babcock

(SEAL)

STATE OF IDAHO)

County of Lemhi) ss.

On this 18th day of January, 1923, before me Erle H. Casterlin a Notary Public, within and for said County and State, personally appeared Frank B. Babcock and Ida Babcock 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 at my office in said County the day and year first above written.

My commission expires March 29, 1923

SEAL

Erle H. Casterlin

Notary Public.

STATE OF IDAHO,)

COUNTY OF LEMHI) ss.

I hereby certify that the within Mortgage was filed in this office for record on the 19th day of January, A.D. 1923, at 4:05 o'clock P. M. at the request of Citizens National Bank of Salmon and recorded on pages 574, 575 & 576 of Book K of Mortgages.

BY

W. H. C. Casterlin

Deputy.

W. H. Casterlin

County Recorder.

ATTACHMENT O

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

CONTINENTAL LIFE INSURANCE

COMPANY, a corporation,

Plaintiff,

vs.

DECREE OF FORECLOSURE.

Frank E. Babcock, Ida
Babcock, Lemhi Irrigation
and Orchard Company, Ltd.,
a corporation, E. L. Spencer,
F. E. Spencer, State Finance
Company, a corporation, H. W.
Boomer, Laura Boomer,

Defendants.

The above entitled cause came on regularly to be heard, in open Court, before Honorable Ralph D. Adair, Judge, on this 15th day of July, 1925, upon complaint of plaintiff, Otto E. McCutcheon and W. A. Hilton appearing as attorneys for plaintiff, and none of the defendants appearing either in person or by counsel, and the Court having heard all of the evidence and proof adduced herein, and having duly considered the same, and being fully advised in the premises, and it appearing to the satisfaction of the Court:

-1-

That each and every of the defendants herein has been duly and regularly served with Summons according to law; that defendants Lemhi Irrigation and Orchard Company, Ltd., a corporation, H. W. Boomer and Laura Boomer each appeared in said cause, by their attorneys E. H. Casterlin, by jointly filing a demurrer to plaintiff's complaint, and thereafter, with leave of the Court, withdrawing the same and thereafter each disclaiming any and all interest in law or equity in and to the premises mentioned and described in plaintiff's complaint herein by their written disclaimer herein on file; that defendants Frank E. Babcock, Ida Babcock, E. L. Spencer, F. E. Spencer and the State Finance Company, a corporation, have not appeared in said cause either in person or by counsel; that the time within which said defendants might plead, answer or demur to plaintiff's complaint herein on file has expired, and that the default of said defendants Frank E. Babcock, Ida Babcock, E. L. Spencer, F. E. Spencer and the State Finance Company, a corporation, and each of them, for failure to appear and plead in said cause has been duly entered.

-11-

That on or about the 8th day of August, 1924, plaintiff duly filed notice of the pendency of this suit containing the names of the parties thereto, the object of the action, and a description of the property affected thereby, in the office of the Recorder of Lemhi County, Idaho, where said property is situated, and caused the same to be recorded.

-111-

That on or about the 15th day of January, 1923, for value, defendants Frank E. Babcock and Ida Babcock executed and delivered to plaintiff their five certain promissory notes, wherein and whereby they promised to pay to plaintiff or order at its office in St. Louis, Missouri, the aggregate sum of Eighty-five Thousand (\$85,000.00) Dollars, the said notes being numbered 1, 2, 3, 4 and 5, and more particularly described as follows, to-wit:

Principal note No. 1, for Five Thousand (\$5,000.00) Dollars, due and payable on the 1st day of February, 1924, providing for interest at the rate of seven per cent per annum prior to maturity and at the rate of ten per cent per annum from maturity until paid, the said interest prior to maturity being evidenced by interest coupon note numbered one, signed by said defendants and providing for interest at the rate of ten per cent per annum from maturity until paid.

Principal note No. 2, for Five Thousand (\$5,000.00) Dollars, due and payable on the 1st day of February, 1925, providing for interest at the rate of seven per cent per annum prior to maturity and at the rate of ten per cent per annum from maturity until paid, the said interest prior to maturity being evidenced by certain interest coupon notes numbered from one to two, inclusive, both signed by said defendants and both providing for interest at the rate of ten per cent per annum from maturity until paid.

Principal note No. 3, for Five Thousand (\$5,000.00) Dollars, due and payable on the 1st day of February, 1926, providing for interest at the rate of seven per cent per annum prior to maturity, payable annually on the first day of February of each year and at

the rate of ten per cent per annum from maturity until paid, the said interest prior to maturity being evidenced by certain interest coupon notes numbered from 1 to 3, inclusive, all signed by said defendants and all providing for interest at the rate of ten per cent per annum from maturity until paid.

Principal note No. 4, for Five Thousand (\$5,000.00) Dollars, due and payable on the 1st day of February, 1927, providing for interest at the rate of seven per cent per annum prior to maturity, payable annually on the 1st day of February of each year, and at the rate of ten per cent per annum from maturity until paid, the said interest prior to maturity being evidenced by certain interest coupon notes numbered from 1 to 4, inclusive, all signed by said defendants and all providing for interest at the rate of ten per cent per annum from maturity until paid.

Principal note No. 5, for Sixty-five Thousand (\$65,000.00) Dollars, due and payable on the 1st day of February, 1928, providing for interest at the rate of seven per cent per annum prior to maturity, payable annually on the 1st day of February of each year and at the rate of ten per cent per annum from maturity until paid, the said interest prior to maturity being evidenced by certain interest coupon notes numbered from 1 to 5, inclusive, all signed by said defendants, and all providing for interest at the rate of ten per cent per annum from maturity until paid.

-IV-

That no part of principal note No. 1 has ever been paid. That Three Hundred Sixty-four and 58/100 (\$364.58) Dollars, interest, evidenced by interest coupon note No. 1 on said principal note No. 1, fell due February 1, 1924, and no part thereof, and no part of any subsequent interest on said principal note No. 1, has ever been paid.

That no part of principal note No. 2, has ever been paid. That Three Hundred Sixty-four and 58/100 (\$364.58) Dollars interest, evidenced by interest coupon note No. 1, on said principal note No. 2, fell due February 1, 1924, and no part thereof has ever been paid. That Three Hundred Fifty (\$350.00) Dollars interest, evidenced by interest coupon note No. 2, on said principal note No. 2, fell due February 1, 1925, and no part thereof, and no part of any subsequent interest on said principal note No. 2, has ever been paid.

That no part of principal note No. 3, has ever been paid. That Three Hundred Sixty-four and 58/100 (\$364.58) Dollars interest, evidenced by interest coupon note No. 1, on said principal note No. 3, fell due February 1, 1924, and no part thereof, has ever been paid. That Three Hundred Fifty (\$350.00) Dollars interest, evidenced by interest coupon note No. 2, on said principal note No. 3, fell due February 1, 1925, and no part thereof, and no part of any subsequent interest on said principal note No. 3, has ever been paid.

That no part of principal note No. 4, has ever been paid. That Three Hundred Sixty-four and 58/100 (\$364.58) Dollars interest, evidenced by interest coupon note No. 1, on said principal note No. 4, fell due February 1, 1924, and no part thereof has ever been paid. That Three Hundred Fifty (\$350.00) Dollars interest, evidenced by interest coupon note No. 2, on said principal note No. 4, fell due February 1, 1925, and no part thereof, and no part of any subsequent interest on said principal note No. 4, has ever been paid.

That no part of principal note No. 5, has ever been paid. That Four Thousand Seven Hundred Thirty-nine and 59/100 (\$4,739.59) Dollars interest, evidenced by interest coupon note No. 1, on said principal note No. 5, fell due February 1, 1924, and no part thereof has ever been paid. That Four Thousand Five Hundred Fifty (\$4,550.00) Dollars interest, evidenced by interest coupon note No. 2, on said principal note No. 5, fell due February 1, 1925, and no part thereof, and no part of any subsequent interest on said principal note No. 5, has ever been paid.

-V-

That for the purpose of securing the payment of said notes, defendants Fran B. Babcock and Ida Babcock, concurrently therewith, executed and delivered to plaintiff, their certain mortgage conditioned to secure the payment of said notes and interest accord to the tenor thereof, which mortgage was duly acknowledged and certified so as to entitle to be recorded, and the same was on the 19th day of January, 1923, recorded in Book K of Mortgages at Pages 574, 575 and 576 of the records of Lemhi County, State of Idaho, whereb said defendants, as owners thereof, mortgaged unto plaintiff the property hereinafter described.

-VI-

That plaintiff is the lawful owner and holder of said note and mortgage.

-VII-

That by and under the terms of said mortgage, "Exhibit A" it is expressly

provided that the mortgagors will pay all taxes and assessments levied or imposed upon said premises prior to and during the continuance of said mortgage, whenever the same shall become due and payable, and if not so paid, it is therein agreed that the mortgagee, its successors or assigns, may, at its option, at any time after such default, pay the same or any part thereof, and the sum or sums so paid shall be secured by said mortgage, together with interest thereon from the date or dates of said payments at the rate of ten per cent per annum. That defendants failed and neglected to pay the general taxes levied against said property, or a part thereof, for the year 1923. That on January 8, 1924, plaintiff paid the first half of the said taxes for the year 1923 at a cost of One Thousand Four Hundred Forty-three and 69/100 (\$1443.69) Dollars. That on June 21, 1924, plaintiff paid the last half of the said taxes for the year 1923 at a cost of One Thousand Four Hundred Thirty-eight and 67/100 (\$1438.67) Dollars. That defendants failed and neglected to pay the general taxes levied against said property, or a part thereof, for the year 1924. That on December 17, 1924, plaintiff paid the first half of the said taxes for the year 1924, at a cost of Nine Hundred Thirty and 61/100 (\$930.61) Dollars. That on June 20, 1925, plaintiff paid the last half of the said taxes for the year 1924, at a cost of Nine Hundred Thirty and 61/100 (\$930.61) Dollars. That plaintiff paid said taxes in order to protect its security. That the said sums so paid by plaintiff have not been repaid and the aggregate thereof is due and owing to plaintiff.

-VIII-

That by and under the terms of said mortgage, plaintiff's "Exhibit A", it is agreed that the defendants shall keep the buildings on said premises insured against loss by fire and shall pay all insurance premiums that may be necessary to maintain said insurance, and that in default of defendants so to do, plaintiff may pay the same, and the sum or sums so paid shall be secured by said mortgage, and shall draw interest at the rate of ten per cent per annum from the date or dates so paid. That defendants failed and neglected to maintain said insurance, in consequence whereof plaintiff on the 15th day of July, 1924, caused said buildings to be insured against loss by fire and paid the premium therefor at a cost of One Hundred Twenty-five and 60/100 (\$125.60) Dollars, and again on March 9, 1925, plaintiff caused said buildings to be insured against loss by fire and paid the premiums therefor at a cost of Three Hundred Sixty and 20/100 (\$360.20) Dollars. That plaintiff paid said fire insurance premiums in protection of its security. That the sums so paid by plaintiff have not been repaid and the aggregate thereof is due and owing to plaintiff.

-IX-

That by and under the terms of said notes and mortgage, it is expressly provided that in the event of default of defendants to make the payments therein provided to be made, plaintiff may, at its option, without notice, declare the full amount thereof at once due and payable. That because of the aforesaid defaults of defendants, plaintiff elected to and did declare the full amount secured by said mortgage due and payable prior to the commencement of this action.

-X-

That by and under the terms of said mortgage it is expressly provided that in the event of foreclosure defendants shall pay all costs and expenses thereof, and the costs to plaintiff of continuations to the abstract of title, and a reasonable attorneys' fee: That a reasonable attorneys' fee for this Court to allow is Nine Thousand Eight Hundred Fifty (\$9850.00) Dollars.

-XI-

That by and under the terms of said mortgage, it is expressly provided that in the event of foreclosure the mortgagors shall waive the right to direct the manner of sale of the mortgaged premises, and expressly agree that in the event of foreclosure the said premises shall be treated and sold as one lot or parcel of land.

-XII-

That the following items are now due and owing to plaintiff:

Principal of principal note No. 1 - - - - -	\$5000.00
Interest thereon at ten per cent per annum from February 1, 1924 to July 15, 1925 - - - - -	227.77
Interest coupon note No. 1 on principal note No. 1 - - - - -	364.58
Interest thereon at ten per cent per annum from February 1, 1924 to July 15, 1925 - - - - -	53.06
Principal of principal note No. 2 - - - - -	5000.00
Interest thereon at ten per cent per annum from February 1, 1925 to July 15, 1925 - - - - -	227.77

Interest Coupon note No. 1 on principal note No. 2 - - -	364.58
Interest thereon at ten per cent per annum from February 1, 1924 to July 15, 1925 - - - - -	53.06
Interest coupon note No. 2 on principal note No. 2 - - -	350.00
Interest thereon at ten per cent per annum from February 1, 1925 to July 15, 1925 - - - - -	15.96
Principal of principal note No. 3 - - - - -	5000.00
Interest thereon at seven per cent per annum from February 1, 1925 to July 15, 1925 - - - - -	159.44
Interest coupon note No. 1 on principal note No. 3 - - -	364.58
Interest thereon at ten per cent per annum from February 1, 1924 to July 15, 1925 - - - - -	53.06
Interest coupon note No. 2 on principal note No. 3 - - -	350.00
Interest thereon at ten per cent per annum from February 1, 1925 to July 15, 1925 - - - - -	15.96
Principal of principal note No. 4 - - - - -	5000.00
Interest thereon at seven per cent per annum from February 1, 1925 to July 15, 1925 - - - - -	159.44
Interest coupon note No. 1 on principal note No. 4 - - -	364.58
Interest thereon at ten per cent per annum from February 1, 1924 to July 15, 1925 - - - - -	53.06
Interest coupon note No. 2 on principal note No. 4 - - -	350.00
Interest thereon at ten per cent per annum from February 1, 1925 to July 15, 1925 - - - - -	15.96
Principal of principal note No. 5 - - - - -	65000.00
Interest thereon at seven per cent per annum from February 1, 1925 to July 15, 1925 - - - - -	2072.76
Interest coupon note No. 1 on principal note No. 5 - - -	4739.59
Interest thereon at ten per cent per annum from February 1, 1924 to July 15, 1925 - - - - -	689.94
Interest coupon note No. 2 on principal note No. 5 - - -	4550.00
Interest thereon at ten per cent per annum from February 1, 1925 to July 15, 1925 - - - - -	208.20
1923 taxes--1st installment - - - - -	1443.69
Interest thereon at ten per cent per annum from January 8, 1924 to July 15, 1925 - - - - -	219.35
1923 taxes--2nd installment - - - - -	1436.67
Interest thereon at ten per cent per annum from June 21, 1924 to July 15, 1925 - - - - -	154.27
1924 taxes--1st installment - - - - -	930.61
Interest thereon at ten per cent per annum from December 17, 1924 to July 15, 1925 - - - - -	53.83
1924 taxes--2nd installment - - - - -	930.61
Interest thereon at ten per cent per annum from June 20, 1925 to July 15, 1925 - - - - -	6.50
Fire Insurance Premium - - - - -	125.60
Interest thereon at ten per cent per annum from July 15, 1925 to July 15, 1925 - - - - -	12.56
Fire Insurance Premium - - - - -	360.20
Interest thereon at ten per cent per annum from March 9, 1925, to July 15, 1925 - - - - -	12.60
Extensions to abstract of title - - - - -	15.00
Recording Lis Pendens - - - - -	3.00
Attorneys' fee - - - - -	9850.00

Total amount due Plaintiff - -116,359.84

-XIII-

That the mortgage to plaintiff secures the above indebtedness and is a first lien on all of the property described in said mortgage and hereinafter described in this decree.

-XIV-

That each and all of the allegations and averments in plaintiff's complaint contained are true and correct.

-XV-

NOW, THEREFORE, on motion of Otto E. McCutcheon and Wm. A. Hilton, attorneys for plaintiff, IT IS ORDERED, ADJUDGED and DECREED:

1. That all and singular the mortgaged premises mentioned and described in the complaint, and hereinafter described in this decree, in order to raise the amount due plaintiff, attorneys' fee, costs and expenses of sale, be sold in one body, and not in

separate parcels, at public auction by the Sheriff of Lemhi County, Idaho, at the front door of the County Court House at Salmon City, Idaho, County Seat of said County, in the manner provided by law and according to the course and practice of this Court.

2. That the said Sheriff, out of the proceeds of said sale, retain his fees, commissions and disbursements and pay the plaintiff, or its attorneys, the costs of suit, taxed at \$152.13 and \$116,359.84 found to be due plaintiff, together with legal interest thereon from July 15, 1925, or so much thereof as the proceeds of the sale will pay. Should the proceeds of the sale not be sufficient to pay the amount due plaintiff, it is ordered that the Sheriff specify in his return the amount of said deficiency and the Clerk of this Court shall enter judgment therefor against defendants Frank E. Babcock and Ida Babcock and in favor of plaintiff, and that plaintiff have execution therefor.

3. That the defendants and all persons claiming under them, or either of them, and all persons having liens subsequent to plaintiff's said mortgage, by judgment decree or otherwise, upon the land described in said mortgage, and hereinafter described, their heirs and personal representatives, and all persons claiming under them, and all persons claiming to have acquired any estate or interest in said premises subsequent to the filing of said notice of the pendency of this action with the Recorder, are forever barred and foreclosed of and from all equity of redemption and claim in or to the said mortgaged premises, and every part thereof, from and after the delivery of the Sheriff's Deed.

4. That any party to this action has the right to buy said premises at said Sheriff's sale; that the purchaser or purchasers of said premises at such sale be let into possession thereof; that any of the parties to this action who may be in possession of said premises, or any part thereof, and any person who since the commencement of this action has come into possession thereof under them, or either of them, deliver possession to such purchaser or purchasers on production of the Sheriff's Deed for such premises, and in the event of the refusal of any such party in possession to surrender possession to the purchaser or purchasers on production of the Sheriff's Deed, that then the aforesaid Sheriff shall place the purchaser or purchasers in possession thereof.

5. That the property ordered to be sold under this decree is situated in Lemhi County, Idaho, and described as follows:

Southwest Quarter of Southwest Quarter of Section One (1); Southeast Quarter of Southeast Quarter of Section Two (2); and West half of Northwest Quarter of Section Twelve (12), all in Township Twenty-one (21) North, Range Twenty-two (22) East;

Also Placer Claims Nos. One (1), Two (2) and Three (3) Consolidated Placers in Kirtley Creek District, Lot Nine Hundred and ninety (990), and Placer Claims Nos. Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9) and Ten (10), consolidated, Lot No. Four (4), in Kirtley Creek District.

Also Placer Claims "Portia", "Persia", "Arabia", and "Burmah" consolidated Placers Lot No. One Thousand and Two (1002) in Kirtley Creek District, and "Soudan", "Asia", "Democrat", "Climax" and "Exit", consolidated Placers Lot No. One Thousand and Four (1004) in said District, and "Mollie Gibson" consolidated Placer Lot No. Nine Hundred and Ninety-eight (998) in said District, and "Oversight", "Gold Gulch", "Emma-Julia", "Occident", "Orient" and "Lake", Consolidated Placers Lot No. Nine Hundred and Ninety-nine (999) in said District, and "Compton", "Stine", "Grand-Outlet", "Daniels", "Patterson", "Rouse", "Comique", Lots A and B and "Noble", consolidated Placers Lot No. One Thousand (1000) in said District, and "Nydia", "Hero", "Hector", "Achilles", "Ajax" and all that part of "Bonny Bell" not conveyed by the Lemhi Irrigation and Orchard Company, Ltd., to John H. Adams, Sr., and Mary Adams, his wife, by deed recorded in Book "Z" of Deeds, page 426 in said County, all in consolidated Placers Lot No. One Thousand and three (1003) in said District.

Also the South half of South half of Section Twenty (20), Southwest Quarter of Southeast Quarter of Section Twenty-one (21), South half of Southwest Quarter of Section Twenty-one (21), Northeast Quarter of Northwest Quarter of Section Twenty-eight (28), North half of Section Twenty-nine (29), East half of Southeast Quarter of Section Twenty-nine (29), East half of Southwest Quarter of Section Twenty-nine (29), Northwest Quarter of Southwest Quarter of Section Twenty-nine (29), all in Township Twenty-one (21) North, Range Twenty-three (23) East. Except that part of the Southwest Quarter of Southwest Quarter of said Section Twenty (20) conveyed by James Light and Lucy Light to James Beattie by deed dated July 30, 1897, recorded in Book 1 of Deeds, page 577, correction deed recorded in Book 1 of Deeds, page 427, Records of Lemhi County, Idaho. Also excepting that part of the West half of Northwest Quarter and Northwest Quarter of the Southwest Quarter of said Section Twenty-nine (29) excepted in deed from Phil Shemon to Josie Barrick dated April 27, 1892, recorded in Book F of Deeds at page 799, records of Lemhi County, Idaho. Also excepting that part of the Southeast Quarter of Southwest Quarter of said Section Twenty-nine (29)

conveyed by Josie Barrick to the Gilmore and Pittsburgh Railroad Company, Ltd., by deed dated April 2, 1909, recorded in Book V of Deeds, page 84, records of Lemhi County, Idaho.

Also Lot Four (4) of Section Four (4), Lots One (1), Two (2), Three (3) and Four (4) of Section Five (5) and the South half of the Northwest Quarter of Section Five (5), Southwest Quarter of Northeast Quarter of Section Five (5), Northwest Quarter of Southeast Quarter of Section Five (5), Southwest Quarter of Southeast Quarter of Section Five (5), Lots One (1) and Ten (10) of Section Six (6), Northwest Quarter of Northeast Quarter of Section Eight (8), all in Township Twenty-two (22) North, Range Twenty-two (22) East, Except that portion of said Lot Four (4) of Section Five (5) and said Lots One (1) and Two (2) of Section Six (6), conveyed by Henry Grieser and Clara Grieser to L. Frank Gaertson by deed dated April 24, 1906, recorded in Book L of Deeds, page 616, records of Lemhi County, Idaho.

Also Northwest Quarter of Southwest Quarter of Section Thirty-three (33) and Southwest Quarter of Southwest Quarter of Section Thirty-three (33), in Township Twenty-three (23) North, Range Twenty-two (22) East.

Also Lots One (1) and Three (3) of Section Seventeen (17) and Lot Three (3) of Section Sixteen (16), and all of that portion of Lot Seven (7) of Section Sixteen (16) lying North and West of the North Fork of Kirtley Creek, all in Township Twenty-two (22) North, Range Twenty-three (23) East.

Also East half of Northeast Quarter of Section Three (3), Northwest Quarter of Northeast Quarter of Section Three (3), East half of Northwest Quarter of Section Three (3), North half of Southeast Quarter of Section Three (3), Southwest Quarter of Southeast Quarter of Section Three (3), Southeast Quarter of Northeast Quarter of Section Ten (10), West half of Northeast Quarter of Section Ten (10), Northeast Quarter of Northwest Quarter of Section Ten (10), East half of Southeast Quarter of Section Ten (10), Northeast Quarter of Section Eleven (11) and the Southwest Quarter of Northwest Quarter of Section Eleven (11), all in Township Twenty-one (21) North, Range Twenty-two (22) East.

Also that part of the Northwest Quarter of Southeast Quarter of said Section Eleven (11) conveyed by Paul Zeims and Anna Zeims to Lemhi Irrigation and Orchard Company, Ltd., by deed dated April 7, 1917, recorded in Book X of Deeds page 151, records of Lemhi County, Idaho.

Containing altogether Six Thousand Eight Hundred Four and Two Hundred Fifty-nine One-thousandths (6,804.259) acres, more or less, embracing the Barrack, Hagel and Isley Ranches, whether specifically described herein or not.

Together with 225 inches of the waters of Carman Creek, evidenced by decree of court, appurtenant to the Isley Ranch, and together with 350 inches of the waters of Salmon River, appurtenant to the Isley Ranch, and together with an undivided three-fourth (3/4) interest in seventeen hundred (1700) inches of the waters of Lemhi River, appurtenant to the Hagel and Barrack Ranches, and together with one thousand (1000) inches of the waters of Kirtley Creek appurtenant to the Hagel Ranch, and together with three hundred twenty-five (325) inches of the waters of Bohannen Creek, evidenced by decree of court and appurtenant to the Barrack Ranch, and together with all other ditch and water rights, and rights to the use of water for irrigating said premises, or for domestic use thereon, to which Frank B. Babcock and Ida Babcock, or the said premises were on January 15, 1923, or thereafter entitled, and which were then or thereafter used on said premises, however evidenced, and together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Dated this 15th day of July, 1925.

By the Court:

Ralph W. Adair, Judge

Filed & Entered July 17th, 1925.
W. R. Simmonds, Clerk
By Margaret Shoup, Deputy
Book "C" of Judgments, pages 303-
304-5-6-7-B.

ATTACHMENT P

STATE OF IDAHO,)
COUNTY OF LEMHI.) ss.

On this 30th day of August, in the year 1926, before me, W. W. Simmonds, Clerk of the Sixth Judicial District Court in and for Lemhi County, State of Idaho, personally appeared Donald E. Martin, known to me to be the Sheriff of the County of Lemhi, State of Idaho, and the party who executed the foregoing instrument, and who duly acknowledged to me that he, as such Sheriff, executed the same.

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

((SEAL))

W. W. Simmonds,
Clerk of Sixth Judicial District
Court in and for Lemhi County,
State of Idaho.

Recorded at the request of Allen C. Merritt, October 4th, 1926, at - minutes past 2 o'clock P.M., in Book 28 of Deeds, pages 409-410, Records of Lemhi County, Idaho.

By Debra M. Blum
Deputy.

W. W. Simmonds
County Recorder.

Fee: 2.00

Instrument No. 32224

SHERIFF'S DEED ON FORECLOSURE.

THIS INDENTURE, Made this 30th day of August, in the year of our Lord One Thousand Nine Hundred and Twenty-six, between Donald E. Martin, Sheriff of the County of Lemhi, State of Idaho, party of the first part, and CONTINENTAL LIFE INSURANCE COMPANY, a corporation, party of the second part, WITNESSETH:

WHEREAS, in and by a certain judgment or decree made and entered by the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Lemhi, on the 15th day of July, 1925, in a certain action then pending in said Court, wherein the Continental Life Insurance Company, a corporation, was plaintiff, and FRANK B. BABCOCK, IDA BABCOCK, LEMHI IRRIGATION AND ORCHARD COMPANY, LTD., a corporation, E. L. SPENCER, F. E. SPENCER, STATE FINANCE COMPANY, a corporation, H. H. BOOMER and LAURA BOOMER were defendants, in which said decree it was, among other things, ordered, adjudged and decreed that all and singular the mortgaged premises described in the complaint in said action and specifically described in the said judgment or decree, should be sold at public auction by the Sheriff of said County of Lemhi in the manner required by law, and according to the course and practice of said Court; that any party to the action might become a purchaser at said sale; that said Sheriff should issue the usual certificate and deed to the purchaser or purchasers, as required by law; and

WHEREAS, an execution in foreclosure was duly issued out of the above entitled Court on the 18th day of July, 1925, which execution was delivered to said Sheriff, whereby he was, among other things, commanded that the said property therein described should be sold and the said decree carried out in full; and

WHEREAS, the said Sheriff did, on the 15th day of August, 1925, after due public notice had been given as required by the laws of this State and the course and practice of said Court, duly sell at public auction in the said County of Lemhi, agreeable to said judgment or decree and execution in foreclosure, and the provisions of law, the premises in said decree and execution mentioned, at which sale the premises in said judgment or decree, and hereinafter described, were fairly struck off to the said CONTINENTAL LIFE INSURANCE COMPANY, a corporation, party of the second part hereto, for the sum of \$107372.10, it being the highest bidder and that being the highest bid for the same; and

WHEREAS, the said purchaser thereupon paid the said Sheriff his fees and disbursements of said sale and directed that the balance thereof be applied in satisfaction of the judgment obtained by it; and

WHEREAS, the said Sheriff thereupon made and issued the usual certificate in duplicate of said sale, in due form of law, and delivered one thereof to the purchaser, Continental Life Insurance Company, a corporation, and caused the other to be filed in the office of the County Recorder of the County of Lemhi; and

WHEREAS, more than twelve months have elapsed since the date of said sale and no redemption has been made of the premises so sold, as aforesaid, by or on behalf of said judgment debtors, Frank B. Babcock, Ida Babcock, Lemhi Irrigation and Orchard Company, Ltd., a corporation, E. L. Spencer, F. E. Spencer, State Finance Company, a corporation, H. H. Boomer and Laura Boomer or by or on behalf of any other person.

NOW THIS INDENTURE WITNESSETH: That the said party of the first part, as Sheriff, in order to carry into effect the sale so made, in pursuance to said judgment or decree, and in conformity to the statute in such case made and provided, and also in consideration of the premises and the sum of \$107372.10 so bid and paid to him by said

purchaser, as aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part and to its successors and assigns forever, all those certain lots, pieces or parcels of land, situate, lying being in the County of Lemhi, State of Idaho, and bounded and particularly described as follows, to-wit:

Southwest Quarter of Southwest Quarter of Section One (1); Southeast Quarter of Southeast Quarter of Section Two (2); and West Half of Northwest Quarter of Section Twelve (12), all in Township Twenty-one (21), North, Range Twenty-two (22) East;

Also Placer Claims Nos. One (1), Two (2) and Three (3) Consolidated Placers in Kirtley Creek District, Lot Nine Hundred and Ninety (990), and Placer Claims Nos. Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9) and Ten (10), Consolidated, Lot No. Four (4), in Kirtley Creek District.

Also Placer Claims "Portia", "Persia", "Arabia", and "Burmah" Consolidated Placers Lot No. One Thousand and Two (1002) in Kirtley Creek District, and "Soudan", "Asia", "Democrat", "Climax" and "Exit", Consolidated Placers Lot No. One Thousand and Four (1004) in said District, and "Mollie Gibson" Consolidated Placers Lot No. Nine Hundred and Ninety-Eight (998) in said District, and "Oversight", "Gold-Gulch", "Emma-Julia", "Occident", "Orient", and "Lake", Consolidated Placers Lot No. Nine Hundred and Ninety-nine (999) in said District, and "Compton", "Stine", "Grand-Outlet", "Daniels", "Patterson", "Rouse", "Comique", Lots A and B and "Noble", Consolidated Placers Lot No. One Thousand (1000) in said District, and "Nydia", "Nero", "Hector", "Arohilles", "Ajax" and all that part of "Bonny Bell" not conveyed by the Lemhi Irrigation and Orchard Company, Ltd., to John H. Adams, Sr. and Mary Adams, his wife, by deed recorded in Book "Z" of Deeds, page 426 in said County, all in Consolidated Placers Lot No. One Thousand and Three (1003) in said District.

Also the South half of the South half of Section Twenty (20), Southwest quarter of Southeast Quarter of Section Twenty-one (21), South half of Southwest quarter of Section Twenty-one (21), Northwest Quarter of Northwest Quarter of Section Twenty-eight (28), North half of Section Twenty-nine (29), West half of Southeast Quarter of Section Twenty-nine (29), East half of Southwest Quarter of Section Twenty-nine (29), Northwest Quarter of Southwest Quarter of Section Twenty-nine (29), all in Township Twenty-one (21) North, Range Twenty-three (23) East, Except that part of the Southwest Quarter of Southwest Quarter of said Section Twenty (20) conveyed by James Light and Lucy Light to James Beattie by deed dated July 30, 1897, recorded in Book I of Deeds, page 577, correction deed recorded in Book L of Deeds, page 497, Records of Lemhi County, Idaho. Also excepting that part of the West half of the Northwest quarter and Northwest quarter of the Southwest quarter of said Section Twenty-nine (29) excepted in Deed from Phil Shannon to Josie Barraek dated April 27, 1892, recorded in Book F of Deeds at Page 799, records of Lemhi County, Idaho. Also excepting that part of the Southeast quarter of Southwest quarter of said Section Twenty-nine (29), conveyed by Josie Barraek to the Gilmore and Pittsburg Railroad Company, Ltd., by deed dated April 2, 1909, recorded in Book V of Deeds, page 84, records of Lemhi County, Idaho.

Also Lot Four of Section Four (4), Lots One (1), Two (2), Three (3), and Four (4) of Section Five (5) and the South half of the Northwest quarter of Section Five (5), Southwest Quarter of Northeast Quarter of Section Five (5), Northwest Quarter of Southeast quarter of Section Five (5), Southwest quarter of Southeast quarter of Section Five (5), Lots One (1) and Ten (10) of Section Six (6), Northwest quarter of Northeast quarter of Section Eight (8), all in Township Twenty-two (22) North, Range Twenty-two (22) East. Except that portion of said Lot Four (4) of Section Five (5) and said Lots One (1) and Two (2) of Section Six (6), conveyed by Henry Griebler and Clara Griebler to L. Frank Geertson by deed dated April 24, 1906, recorded in Book L of Deeds, page 616, records of Lemhi County, Idaho.

Also Northwest quarter of Southwest quarter of Section Thirty-three (33) and Southwest Quarter of Southwest Quarter of Section Thirty-three (33), in Township Twenty-three (23) North, Range Twenty-two (22) East.

Also Lots One (1) and Three (3) of Section Seventeen (17), and Lot Three (3) of Section Sixteen (16), and all of that portion of Lot Seven (7) of Section Sixteen (16) lying North and West of the North Fork of Kirtley Creek, all in Township Twenty-two (22) North, Range Twenty-three (23) East.

Also East half of Northeast quarter of Section Three (3), Northwest Quarter of Northeast quarter of Section Three (3), East Half of Northwest Quarter of Section Three (3), North half of Southeast Quarter of Section Three (3), Southwest Quarter of Southeast quarter of Section Three (3), Southeast Quarter of Northeast Quarter of Section Ten (10), West half of Northeast quarter of Section Ten (10), Northeast Quarter of Northwest quarter of Section Ten (10), East half of Southeast quarter of Section Ten (10), Northeast quarter of Section Eleven (11) and the Southwest quarter of Northwest quarter of Section Eleven (11), all in Township Twenty-one (21) North, Range Twenty-two (22) East.

Also that part of the Northwest quarter of Southeast quarter of said Section Eleven (11) conveyed by Paul Zeims and Anna Zeims to Lemhi Irrigation and Orchard Company, Ltd., by deed dated April 7, 1917, recorded in Book X of Deeds, page 151, records of Lemhi County, Idaho.

Containing altogether Six Thousand Eight Hundred Four and Two Hundred Fifty-nine One Thousandths (6,804.259) acres, more or less, embracing the Barraek, Hagel and Isley Ranches, whether specifically described herein or not.

Together with 225 inches of the waters of Carman Creek, evidenced by decree of court, appurtenant to the Isley Ranch, and together with 350 inches of the waters of Salmon River, appurtenant to the Isley Ranch, and together with an undivided three-fourth (3/4) interest in seventeen hundred (1700) inches of the waters of Lemhi River, appurtenant to the Hagel and Barraek Ranches, and together with one thousand (1000) inches of the waters of the waters of Kirtley Creek appurtenant to the Hagel Ranch, and together with three hundred twenty five inches (325) of the waters of Bohannen Creek, evidenced by decree of court and appurtenant to the Barraek Ranch, and together with all other ditch and water rights, and rights to the use of water for irrigating said premises, or for domestic use thereon, to which Frank B. Babcock and Ida Babcock, or the said premises, were on January 15, 1923, or

Isley Ranch

Boomer
Page 29

thereafter entitled, and which were then or thereafter used on said premises, however evidenced, and together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Together with the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title or interest, property, possession, claim and demand whatsoever, as well in law as in equity of the said party of the first part and the said defendants Frank B. Babcock, Ida Babcock, Lemhi Irrigation and Orchard Company, Ltd., a corporation, E. L. Spencer, F. E. Spencer, State Finance Company, a corporation, H. H. Boomer and Laura Boomer of, in and to the said premises, and each part and parcel thereof.

TO HAVE AND TO HOLD, all and singular the said premises hereby conveyed, or intended so to be, together with the appurtenances unto the said party of the second part, and to its successors and assigns, to its own proper use and benefit and behoof forever.

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

Donald E. Martin
Sheriff of Lemhi County, Idaho.

Signed, Sealed and Delivered in the Presence of:
W. C. Smith

STATE OF IDAHO,)
 : ss.
COUNTY OF LEMHI.)

On this 30 day of August, in the year 1926, before me W. W. Simmonds, Clerk of the Sixth Judicial District Court in and for Lemhi County, State of Idaho, personally appeared Donald E. Martin, known to me to be the Sheriff of the County of Lemhi, State of Idaho, and the party who executed the foregoing instrument, and who duly acknowledged to me that he, as such Sheriff, executed the same.

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

((SEAL))

W. W. Simmonds,
Clerk of Sixth Judicial District
Court in and for Lemhi County,
State of Idaho.

Recorded at the request of Allen C. Merritt, October 4th, 1926, at 1 minutes past 2 o'clock P.M., in Book 28 of Deeds, pages 410-11-12, Records of Lemhi County, Idaho.

By Delia M. Glennon
Deputy.

W. W. Simmonds
County Recorder.

Fee: 4.00

ATTACHMENT Q

ATTACHMENT R

STATE OF IDAHO,)
County of Lemhi) ss.

On this the 31st day of May, 1930, before me, W.W. Simmonds, a Clerk of the District Court in and for said County, personally appeared T.J. Stroud Sheriff of the County of Lemhi, State of Idaho, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he as such Sheriff aforesaid executed the same.

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

((Seal)))

W. W. Simmonds
Clerk of the District Court.

I hereby certify that this instrument was filed for record at the request of August F. Rose at 34 minutes past 4 o'clock p.m., this 31st day of May A.D. 1930 in my office, and duly recorded in Book 29 of Deeds at pages 463-464-465.

Fees \$3.00 Paid.

W. W. Simmonds
Ex Officio Recorder

29- 465-6

Instrument No. 36997

D E E D

THIS INDENTURE, Made this fifteenth day of March, A.D., 1930, between CONTINENTAL LIFE INSURANCE COMPANY, a Missouri corporation, of the City of Saint Louis, State of Missouri, Party of the First Part, and WILLIAM BARBEE, a Single Person, of Clayton, St. Louis County, Missouri, Party of the Second Part,

WITNESSETH: That the said Party of the First Part, for and in consideration of Ten (\$10.00) Dollars and other valuable considerations, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents, GRANT, SELL, BARGAIN and CONVEY and CONFIRM unto the said party of the second part, and unto his heirs and assigns forever, all that certain lot, piece or parcel of land, situated, lying and being in Lemhi County, State of Idaho, and described as follows, to-wit:-

Lot Four (4) of Section Four (4), Lots One (1), Two (2), Three (3) and Four (4) of Section Five (5) and the South Half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Five (5), Southwest Quarter (SW $\frac{1}{4}$) of Northeast Quarter (NE $\frac{1}{4}$) of Section Five (5), Northwest Quarter (NW $\frac{1}{4}$) of Southeast Quarter (SE $\frac{1}{4}$) of Section Five (5) Southwest Quarter (SW $\frac{1}{4}$) of Southeast Quarter (SE $\frac{1}{4}$) of Section Five (5), Lots One (1) and Ten (10) of Section Six (6), Northwest Quarter (NW $\frac{1}{4}$) of Northeast Quarter (NE $\frac{1}{4}$) of Section Eight (8), all in Township Twenty-two (22) North, Range Twenty-two East, except that portion of said Lot Four (4) of Section Five (5) and said Lots One (1) and Two (2) of Section Six (6), conveyed by Henry Griebner and Clara Griebner to L. Frank Geertson by deed dated April 24, 1906, recorded in Book L of Deeds, Page 616, Records of Lemhi County, Idaho.

Also Northwest Quarter (NW $\frac{1}{4}$) of Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-three (33) and Southwest Quarter (SW $\frac{1}{4}$) of Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-three (33), in Township Twenty-three (23) North, Range Twenty-two (22) East.

Together with all ditch and water rights of every nature belonging to or used upon said lands, however evidenced.

Grantee assumes payment of all taxes and special assessments for the year 1930 and thereafter.

TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances and privileges thereunto incident unto the said party of the second part and unto his heirs and assigns forever, the Grantor herein Warrants the title to the above against all parties claiming by, through, or under it.

IN WITNESS WHEREOF, the said Party of the First Part, has caused these presents to be signed by its President and its Corporate Seal attested by its Assistant Secretary to be hereunto affixed, the year and day first above written.

((Seal)))

CONTINENTAL LIFE INSURANCE COMPANY,
By Ed Mays, President

ATTEST:
W. E. Miller
Assistant Secretary

A C K N O W L E D G M E N T

STATE OF MISSOURI, :
CITY OF ST. LOUIS : ss

On the fifteenth day of March, A.D. 1930, before me, Ralph Howard, a Notary Public, personally appeared Ed Mays, known to me to be the President of the Corporation that executed the within instrument and acknowledged to me that such Corporation executed the same.

Ralph Howard,
Notary Public

((Seal)))
My commission is for the
City of St. Louis, Mo., and
expires Jan. 13, 1933

ded at the request of Continental Life Ins. Co., June 2nd, 1930
minutes past 9 o'clock A.M., in Book 29 of Deeds pages 465-466, records of
Lemhi County, Idaho.

Fee \$2.00 Paid.

W.W. Simmonds
County Recorder.

Instrument No. 37000

DEED BY COUNTY OF PROPERTY ACQUIRED FOR TAXES.

THIS INDENTURE, Made this 27th day of May, 1930, between the COUNTY OF LEMHI,
State of Idaho, party of the first part, and Minnie Farmer of Carmen, County of
Lemhi, State of Idaho, party of the second part, WITNESSETH:

WHEREAS, By an order duly made by the Board of County Commissioners of said
County, in meeting assembled on the 26th day of May, 1930, and entered in Book F of
Commissioners Proceedings at page 136, it was found and determined that the
certain tract or parcel of land belonging to said County and hereinafter
particularly described was not necessary for the use of said County, and that the
same therefore, pursuant to the provisions of Sec. 3423, I.C.S. of Idaho, and the
acts amendatory thereof, be sold at public auction;

WHEREAS, Pursuant to the statute in such case made and provided due notice of
said sale was published for a period of 30 days previous to the date of said sale
by publication in the Recorder-Herald, a weekly newspaper published in said County,
affidavit of the giving of same being duly filed in the office of the Clerk of said Board;

WHEREAS, Said notice set forth the 8th day of March, 1930, at 2 o'clock P.M., of
same, at the Courthouse door of the Lemhi County Courthouse, as the time and place of
sale, and further set forth the terms of said sale;

WHEREAS, the premises hereinafter described having been acquired by tax deed
based upon a delinquent certificate, wherein said property was assessed to Mary J.
Macnab, in the notice of sale aforesaid, there was inserted after the description of such
real estate so to be offered for sale the name of said taxpayer; and

WHEREAS, at the time advertised for said sale the said land was, by order of the
Board of County Commissioners, offered for sale in front of the front door of the
Lemhi County Court House, and was not sold by said Board;

WHEREAS, The Board of County Commissioners did on the 14th day of April, 1930, pursuant
to the Statute in such case provided, fix the minimum price for which the following
described lands and premises would be sold;

NOW, THEREFORE, In consideration of the sum of Forty and no/100 Dollars, lawful
money of the United States of America, the receipt whereof is hereby acknowledged, the
party of the first part does hereby grant unto the said party of the second part, his
heirs and assigns forever, all those certain pieces and parcels of land situated in
the County of Lemhi, State of Idaho, and particularly described as follows, to wit:

Lots 6, 7, 8 and 9 of and in Block 5 of and in Youngs Subdivision to Salmon
City Townsite, as the same appear of record on the official Plat in the office of the
County Recorder of said county.

TOGETHER with all and singular the tenements, hereditaments and
appurtenances thereunto belonging or in anywise appertaining; to have and
to hold the same unto the party of the second part, his heirs and assigns forever.
This conveyance vests in the party of the second part all the right; title and interest
of the first party in and to same.

IN WITNESS WHEREOF, The Board of County Commissioners of said County has
caused the name of said County to be hereunto subscribed by its Chairman and the seal
of the Board to be hereunto affixed.

LEMHI COUNTY
By Minor A. Brown
Chairman of the Board of County
Commissioners.

((Seal)))

STATE OF IDAHO,

ss.

COUNTY OF LEMHI

On this 27th day of May, 1930, before me, W.W. Simmonds, Clerk of the
District Court, in and for the County aforesaid, personally appeared Minor A. Brown,
known to me to be the Chairman of the Board of County Commissioners of said Lemhi
County, who executed the foregoing instrument and acknowledged to me that he
executed the same, as such officer.

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

((Seal)))

W.W. Simmonds,
Clerk of the District Court.

Recorded at the request of Minnie Farmer June 2nd, 1930 at 20 minutes past 1 o'clock
P.M., in Book 29 of Deeds, page 466, Records of Lemhi County, Idaho.

W.W. Simmonds
County Recorder

Fee 1.00 Paid.

ATTACHMENT S

SHERIFF'S DEED UNDER FORECLOSURE SALE.

THIS INDENTURE, Made the 25th day of April, in the year of our Lord one thousand nine hundred thirty-three between T.J. Stroud, Sheriff of the County of Lemhi, State of Idaho, the party of the first part, and the CONTINENTAL LIFE INSURANCE COMPANY, a corporation, the party of the second part, WITNESSETH:

WHEREAS, in and by a certain judgment or decree, made and entered by the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Lemhi, on the 22nd. day of December, A.D. 1931, in a certain action then pending in said Court, where the Continental Life Insurance Company, a corporation, was plaintiff, and William Barbee et al. were defendants, and of which said judgment or decree a certified copy, with an order of sale from said Court, was delivered to said party of the first part, as such sheriff, for execution, it was among other things ordered, adjudged and decreed, that all and singular the mortgage premises described in the complaint in said action, and specifically described in said judgment or decree, should be sold at public auction by the Sheriff of the said County of Lemhi, in the manner required by law, and according to the course and practice of said Court; that such sale be made at the front door of the Court House, in the said County of Lemhi, between the hours of nine o'clock in the forenoon and five o'clock in the afternoon of such day as the said Sheriff should appoint, that any of the parties to said action might become the purchaser at such sale; and that said Sheriff should execute the usual certificates and deeds to the purchaser or purchasers, as required by law;

And, whereas, the said Sheriff did, at the hour of ten o'clock A.M., on the 7th day of January, 1932, after due public notice had been given, as required by the laws of this state, and the course and practice of said Court, duly sell at public auction in the said County of Lemhi, agreeably to said judgment or decree, and the provisions of law, the premises in the said decree or judgment mentioned, at which sale the premises in said judgment or decree, and hereinafter described, were fairly struck off to the said Continental Life Insurance Company, a corporation, the said party hereto of the second part, for the sum of THIRTY THOUSAND SIX HUNDRED SEVENTY FIVE AND 33/100 DOLLARS, it being the highest bidder and that being the highest sum bid at such sale for the same.

AND, WHEREAS, the said Continental Life Insurance Company, a corporation, thereupon paid to the said Sheriff the sum of money so bid by it;

AND, WHEREAS, the said Sheriff thereupon made and issued the usual certificate in duplicate of the said sale in due form of law, and delivered one thereof to the said purchaser, the said Continental Life Insurance Company, a corporation, and caused the other to be filed in the office of the County Recorder of the said County of Lemhi;

AND, WHEREAS, more than one year has elapsed since the date of said sale, and no redemption has been made of the premises so sold, as aforesaid, by or on behalf of the said judgment debtor, the said William Barbee et al., or by or on behalf of any other person,

Now this indenture witnesseth: That the said party of the first part, the said Sheriff, in order to carry into effect the sale so made by him as aforesaid, in pursuance of said judgment or decree, and in conformity to the statute in such case made and provided, and also in consideration of the premises and of the said sum of Thirty Thousand Six Hundred Seventy Five and 33/100 Dollars, so bid and paid to him by the said purchaser, the said Continental Life Insurance Company, a corporation, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, and to its heirs and assigns forever, all the certain lots, pieces and parcels of land situated, lying and being in the said County of Lemhi, State of Idaho, and bounded and particularly described as follows, to wit:

Lot 4, Section 4, Lots 1, 2, 3, and 4, Section 5, and the S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 5, SW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 5, NW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 5, SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 5, Lots 1 and 10, of Section 6, NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 8, all in Township 22 North of Range 22 East of the Boise Meridian.

Except that portion of said Lot 4 of Section 5, and said Lots 1 and 2, of Section 6, conveyed by Henry Griesher and Clara Griesher, to L. Frank Coertson, by deed dated April 26, 1906, recorded in Book L of Deeds, page 616, records of Lemhi County, Idaho.

Also NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 33, and SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 33, in Township 23 North of Range 22 East of the Boise Meridian.

Together with all ditch and water rights of every nature belonging to or used upon said lands, however evidenced.

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 also all the estate, right, title, and interest, property possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, and of said defendants, William Barbee et al., of, in and to the said premises, and every part and parcel thereof.

to have and to hold, all and singular, the said premises hereby conveyed, or intended so to be, together with the appurtenances, unto the said party of the second part, the Continental Life Insurance Company, a corporation, its heirs and assigns, to their own proper use, benefit and behoof forever.

IN WITNESS WHEREOF, I, T.J. Stroud, the party of the first part to these presents, Sheriff, as aforesaid, have hereunto set my hand the day and year first above written.

T.J. Stroud,
Sheriff of Lemhi County, State of Idaho.

STATE OF IDAHO,)
COUNTY OF LEMHI.) ss.

On this 30th day of June, 1933, before me, W.W. Simmonds, Clerk of the District Court personally appeared T.J. Stroud, Sheriff of the County of Lemhi, State of Idaho, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he as such Sheriff aforesaid executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the

ATTACHMENT T

DRED

THIS INDENTURE, Made on the 29th day of March, 1937, by end between R. Emmet O'Malley, Superintendent of the Insurance Department of the State of Missouri, party of the first part, and Kansas City Life Insurance Company, a Missouri corporation, of Kansas City, Missouri, party of the second part, WITNESSETH: That, WHEREAS, on the 25th day of May, 1934, the Circuit Court of the City of St. Louis, Missouri, made and entered its judgment and decree in the therein pending cause of R. Emmet O'Malley, Superintendent of the Insurance Department of the State of Missouri, Plaintiff, v. Continental Life Insurance Company, a corporation, Defendant, vesting title and possession of the assets of said defendant, Continental Life Insurance Company, in the party of the first part, included in which assets was and is the hereinafter described real estate, and which said judgment and decree is duly of record, in Book 520, at page 436, of the records of said Court; and

WHEREAS, on the 25th day of July, 1936, the said Circuit Court of the City of St. Louis, Missouri, in the aforesaid cause, made and entered its judgment and decree vesting the title and possession of the assets formerly belonging to the said defendant, Continental Life Insurance Company, in the party of the second part, included in which assets was and is the hereinafter described real estate, and which said judgment and decree is duly of record in book 560, at pages 505 to 514, of the records of said Court, both of which said judgments and decrees are duly recorded in the deed records of the County of Lemhi, State of Idaho, in Book D, at Page 282 to 289, inclusive.

NOW, THEREFORE, the said party of the first part, in consideration of the sum of One Dollar (\$1.00), to him in hand paid, the receipt of which is hereby acknowledged, and other valuable considerations, and in accordance with the aforesaid judgments and decrees of the Circuit Court of the City of St. Louis, Missouri, does by these presents, grant, bargain, sell, convey and confirm unto the said party of the second part, its successors and assigns, the following described real estate, situated in Lemhi County, State of Idaho, to-wit:

Lot Four, Section 4, Lots 1, 2, 3, and 4 of Section 5, and the South Half of the Northwest Quarter of Section 5, the Southwest Quarter of the Northeast Quarter of Section 5; the Northwest Quarter of the Southeast Quarter of Section 5; the Southwest Quarter of the Southeast Quarter of Section 5; Lots 1 and 10 of Section 6, the Northwest Quarter of the Northeast Quarter of Section 8, all in township 22 North of Range 22 East of the Boise Meridian. Except that portion of said Lot Four of Section 5, and said Lot 1 of Section 6, conveyed by Henry Griebler and Clara Griebler, to L. Frank Geertson, by deed dated April 24, 1906, recorded in Book 1 of Deeds, page 616, records of Lemhi County, Idaho.

Also the Northwest Quarter of the Southwest Quarter of Section 33, and the Southwest Quarter of the Southwest Quarter of Section 33, in township 23 North of Range 22 East of the Boise Meridian.

Together with all ditch and water rights of every nature belonging to or used upon said lands, however evidenced.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges, and appurtenances thereto belonging, unto the said party of the second part, and unto its successors and assigns forever, as fully and completely as he, the said R. Emmet O'Malley, Superintendent of the Insurance Department, State of Missouri, as aforesaid, by virtue of the Statutes of the State of Missouri, and of said judgments and decrees can, might or should sell and convey same.

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

SEAL

R. EMMET O'MALLEY
Superintendent of the Insurance
Department of the State of Missouri.

STATE OF MISSOURI)
) ss.
COUNTY OF COLE)

BEFORE ME, the undersigned authority in and for said County and State, on this day personally appeared R. Emmet O'Malley, Superintendent of the Insurance Department of the State of Missouri, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the uses and purposes and consideration therein expressed, as his free act and deed, and in the capacity therein stated.

WITNESS MY HAND AND OFFICIAL SEAL, this 31st day of March, A. D., 1937.

SEAL

JANE TOLSON
Notary Public
Cole County, Missouri

My Commission expires August 16, 1937.

Filed for record this 1st day of April A. D., 1944 at 1 o'clock, - minutes, P. M.
Recorded in Book 37/24 Page 447

W. T. SIMMONDS.
Recorder.

Recorder's Fees, \$1.50 Paid

By _____ Deputy.

ATTACHMENT U

K-P. O. 476 - Isley

SPECIAL WARRANTY DEED

THIS INDENTURE, Made on the 24th day of January A. D. One Thousand Nine Hundred and FORTY FOUR by and between KANSAS CITY LIFE INSURANCE COMPANY, a Corporation duly organized under the laws of the State of Missouri, of the County of Jackson, State of Missouri, party of the first part, and S. J. SKINNER AND LENA SKINNER, HIS WIFE, of the County of LEMHI State of IDAHO parties of the second part,

WITNESSETH, THAT THE SAID PARTY OF THE FIRST PART, in consideration of the sum of TWELVE THOUSAND DOLLARS, to it paid by the said parties of the second part (the Receipt of which is hereby acknowledged), and the execution of a Note in the sum of \$4,000.00, bearing even date herewith secured by a First Mortgage to Kansas City Life Insurance Company on the land herein described, does by these presents, SELL and CONVEY unto the said parties of the second part their heirs and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of LEMHI and State of IDAHO, to-wit:

Lot Four (4) of Section 4, Lots 1, 2, 3 and 4 of Section 5, and the South Half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 5, the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 5; the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 5; the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 5; Lots 1 and 10 of Section 6, the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 8, all in Township 22 North, Range 22 East of the Boise Meridian, EXCEPT that portion of said Lot Four (4) of Section 5, and said Lot 1 of Section 6, conveyed by Henry Griebner and Clara Griebner, to L. Frank Geertson, by Deed dated April 24, 1906, recorded in Book L of Deeds, page 616, records of Lemhi County, Idaho. Also the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 33, and the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 33, in Township 23 North, Range 22 East of the Boise Meridian.

Together with all Ditch and Water Rights of every nature belonging to or used upon said lands, however evidenced.

Subject to all Easements and Rights-of-way of record or as now used on the property.

TO HAVE AND TO HOLD The premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said parties of the second part and unto their heirs and assigns forever; the said KANSAS CITY LIFE INSURANCE COMPANY hereby covenanting that the said premises are free and clear from any incumbrances done or suffered by it; and that it will warrant and defend the title to said premises unto the said parties of the second part and unto their heirs and assigns forever, against the lawful claims and demands of all persons claiming under it, but none other.

Seller to pay taxes for 1943, and to receive all of 1943 rentals.

Documentary Stamps \$17.60 - Canceled K. C. L. 3/27/44

IN WITNESS WHEREOF, The said party of the first part has caused these presnets to be signed by its Vice-President and attested by its Assistant Secretary, and the corporate seal to be hereto attached the day and year first above written.

ATTEST:

DAN H. COX
ASSISTANT SECRETARY

KANSAS CITY LIFE INSURANCE COMPANY

By: WALTER J. BALES
Vice-President

SEAL

CORPORATION ACKNOWLEDGMENT

STATE OF MISSOURI }
COUNTY OF JACKSON } SS.

BEFORE ME, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, on this day personally appeared the within named Walter J. Bales Vice-President, and Dan H. Cox, Assistant Secretary, to me personally known, and known to me to be such officers, who upon oath stated that they were the Vice-President and Assistant Secretary of Kansas City Life Insurance Company, a Corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and that the Seal affixed to said instrument is the Seal of said Corporation, and further stated and acknowledged that they executed said instrument and affixed the Seal of said corporation thereto by authority of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act and deed, for the uses, purposes, and consideration therein expressed and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Kansas City, Missouri, this 24th day of January, 1944.

SEAL

MARY LAUGHLIN

My Commission Expires:
Sept. 20, 1947

Notary Public within and for Jackson County,
Missouri.

Filed for record this 1st. day of April A. D., 1944 at 1 o'clock, 1
Minutes, P. M.
Recorded in Book 37 of Deeds at Page 448, Records of Lemhi County, Idaho.

W. W. SIMMONDS
Recorder

By _____ Deputy.

Recorder's Fee, \$1.50 Paid

ATTACHMENT V

613--WARRANTY DEED

THIS INDENTURE, Made this 6th day of May in the year of our Lord one thousand nine hundred and forty-seven, between S. J. SKINNER and LENA SKINNER, husband and wife of Carmen, County of Lemhi, State of Idaho, the parties of the first part, and THEODORE C. SLAVIN and LEITHA SLAVIN, husband and wife and MILTON C. SLAVIN and JANICE E. SLAVIN, husband and wife, of Carmen, County of Lemhi, State of Idaho, the parties of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of TEN and No/100 DOLLARS, lawful money of the United States of America, to them in hand paid by the said parties 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 parties of the second part, and to their heirs and assigns forever, all of the following described real estate, situated in Carmen, County of Lemhi, State of Idaho, to-wit:

Lot Four (4) of Section 4, Lots 1,2,3 and 4 of Section 5, and the South Half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 5, the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 5; the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 5; the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 5; Lots 1 and 10 of Section 6, the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 8, all in Township 22 North, Range 22 East of the Boise Meridian, EXCEPT that portion of said Lot Four (4) of Section 5, and said Lot 1 and 2 of Section 6, conveyed by Henry Griebner and Clara Griebner, to L. Frank Geertson, by Deed dated April 24, 1906, recorded in Book L of Deeds, page 616, records of Lemhi County, Idaho. Also the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 33, and the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 33, in Township 23 North, Range 22 East of the Boise Meridian.

Together with all Ditch and Water Rights of every nature belonging to or used upon said lands, however evidenced.

Subject to all Easements and Rights-of-Way of record or as now used on the property.

DOCUMENTARY STAMPS \$37.40 CANCELLED 5/6/47 S. J. S.

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 well in law as in equity, of the said parties of the first part.

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

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

SIGNED, SEALED AND DELIVERED IN PRESENCE OF
Charles Herndon

S. J. Skinner (Seal)
Lena Skinner (Seal)

STATE OF IDAHO,)
) ss.
County of Lemhi)

On this 6th day of May in the year 1947, before me the undersigned, a Notary Public in and for said State, personally appeared S. J. SKINNER and LENA SKINNER 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)

Charles Herndon
Notary Public for the State of Idaho,
Residing at Salmon, Idaho.

STATE OF IDAHO,)
) ss.
County of Lemhi,)

I hereby certify that this instrument was filed for record at request of Charles Herndon at 30 minutes past 1 o'clock P. M., this 7th day of May, A. D. 1947 in my office, and duly recorded in Book 40 of Deeds at page 212.

W. W. Simmonds
Ex-Officio Recorder.

Fees, \$1.50 Paid

By Anthony M. M. Frederick
Deputy.

ATTACHMENT W

LAW OFFICES
FUREY, FUREY & BENNETTS
ATTORNEYS AT LAW

JACK B. FUREY
JAMES R. BENNETTS
CHALLIS, IDAHO

August 4, 1964

SHERMAN F. FUREY, JR.
SALMON, IDAHO

Department of Reclamation
State House
Boise, Idaho

RECEIVED
AUG 7 1964

Department of Reclamation

Gentlemen:

Mr. Archie McFarland, Watermaster of Carmen Creek, has asked me to write you about certain water rights which are usually referred to as "exchange" water rights. On page 2 of the Decree sheet for Carmen Creek, you refer to them as follows:

"Rights below deeded to above water users.
An exchange of Carmen Creek water for Salmon
River water to irrigate the lands below"

As you may know, many years ago the ranchers at the lower end of Carmen Creek on what is referred to locally as the "Big Flat" transferred their Carmen Creek rights to upstream users in exchange for the building of a ditch which made it possible for the lower users to use Salmon River water. About 620 inches of this water was transferred.

At Mr. McFarland's request, I have examined the old file in the case of David McNutt, et al, plaintiffs, vs. Thomas Palmer, et al, defendants, and have noted the following:

1. The Judgment which was entered in this case on May 9, 1902, provides in the early paragraph for the quieting of title to water in various amounts in David McNutt and others (being the Big Flat people), and in each paragraph involving these rights, the following additional language appears:

"and he (McNutt) is hereby adjudged to be the owner thereof subject to the right of the defendants and cross-complainants therein (the upstream people) and thereto, under and by virtue of said written agreement and the findings and report of said referees.

JUL 31 1966

Department of Reclamation
August 4, 1964
Page 2

And said (McNutt and the others) is hereby ordered and directed to convey to defendants and cross-complainants his right to the use of said _____ inches of the waters of said creek in accordance with the terms of said contract and the findings and report of said referees."
(parenthasized material added)

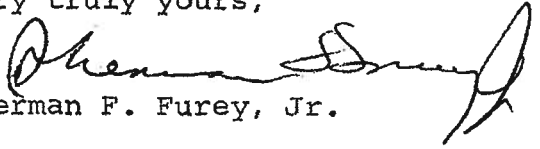
The old case file includes, among other things, a "Second Report of the Undersigned Arbitrators", in which the arbitrators list the upstream users among whom the 620 inches of exchange water was to be divided. I enclose a copy of this document, which was made from the original in the case file, and refer you particularly to paragraph 5, page 4, thereof.

The oldtimers say that this exchange water was divided into shares of 45 inches each; that of the 15 people named in paragraph 5, 13 have always been understood to be entitled to one full share of 45 inches, and the two remaining users, to one-half share each. This would make 14 shares of 45 inches, which comes to 630 total inches, which accounts for the 620 inches except the 10 inch discrepancy.

This information is forwarded to you because Mr. McFarland said that someone from your office at one time expressed interest in any information which would throw light on how these exchange water rights were to be distributed.

If we can furnish any other information, please don't hesitate to let us know.

Very truly yours,


Sherman F. Furey, Jr.

SFF:lg
Enclosure
cc: Mr. Archie McFarland

JUL 31 1996