

**Thomas Tierney Family Homestead (1870)**

Current Owner: Mary C. Tierney, Marlene Y. Tierney Triplett, Wileen M. Tierney  
Anderson, Wanda M. Tierney and William J. Tierney

First Generation Owner: Thomas Tierney

Location: Genesee

**Twin Pines Farm (1901)**

Current Owner: Marjorie Alene Jones Blood

First Generation Owner: Benjamin Joseph and Ellen (Eva) Jones

Location: Potlatch

**Marjorie Wendt Wilken Farm (1888)**

Current Owner: Marjorie Wendt Wilken

First Generation Owner: Fredrick and Caroline Wendt

Location: Cameron

***Lemhi County***

**Edwards Centennial Ranch (1888)**

Current Owner: Eugene and Viola Edwards

First Generation Owner: E.S. (Sr.) and Susan Edwards

Location: Salmon City

**Elizabeth Edson Hutchison Ranch (1896)**

Current Owner: Elizabeth Hutchison

First Generation Owner: unnamed in documents

Location: Salmon

**George and Althea Hyde Ranch (1878)**

Current Owner: George and Althea Hyde

First Generation Owner: George W. and Sarah Hyde

Location: Salmon

**Frank and Betty Kohl Ranch (1887)**

Current Owner: Frank and Betty Schofield

First Generation Owner: Elijah and Eliza Schofield

Location: Geertson Creek

**O'Neal Ranches (1875)**

Current Owner: Don, Ted and Ben O'Neal

First Generation Owner: Edward and Anna O'Neal

Location: Pahsimeroi Valley



# Idaho State Historical Society

## CENTURY FARM & RANCH PROGRAM

**NEW!**

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(Adobe format, 80 kb)

[2/24/04 News release](#)

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The program recognizes a farm or ranch owned and operated in Idaho by the same family for at least 100 years, with 40 acres of the original parcel of land maintained as part of the present holding.

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Applications can be obtained by calling toll free at 1-877-OLD-GEMS, writing to The Idaho Historical Society at 1109 Main Street, #250, Boise, ID 83702 or downloaded from The Idaho State Historical Society website at [www.idahohistory.net/century.pdf](http://www.idahohistory.net/century.pdf). Applications are accepted and reviewed for eligibility on an ongoing basis throughout the year.

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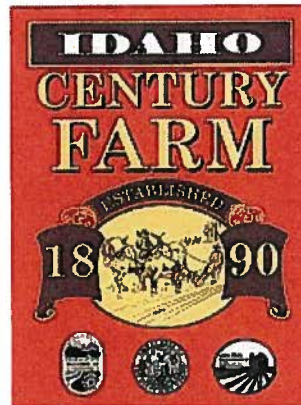
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Michael J. Tyacke, P. O. Box 2156, Idaho Falls, ID 83403, (208) 529-3227

August 4, 2005

State of Idaho  
Department of Water Resources  
Adjudication Bureau  
Attn: Ms. Roxanne Brown  
Sr. Water Resources Agent  
P.O. Box 83720  
Boise ID 83707-9815

Reference: Brown letter to Tyacke, Evidence of Priority, June 29, 2005

**EVIDENCE OF PRIORITY DATE FOR HYDE CREEK RANCH – WATER RIGHTS  
A75-04393, A75-04394, A75-04395, A75-10660, A75-10661, and A75-10662**

Dear Ms. Brown:

Enclosed please find the "Evidence of Priority Date" per the referenced letter. I have enclosed two affidavits: (1) Affidavit of Michael J. Tyacke, In Re: Evidence of Priority Date for Claims Files in the SRBA; and (2) Affidavit of George L. Hyde, In Re: Evidence of Priority Date for Claims Files in the SRBA, with exhibits. I have made every effort to find documented evidence that these water rights go back to the dates identified. However, because of the short turnaround time of the request, and my being out State for most of July, I have not been given, even with the extension, sufficient time to gather the best evidence available.

I am continuing to search for additional evidence. The attorney that represented the Hyde Family for many years has passed away. I am attempting to contact his heirs, hoping there will be additional documents supporting these claims. If additional documents are found I will provide them.

There was a delay in my receiving your letter because of a change in my address. Please make future mailings to the following address:

Michael Joseph Tyacke  
P.O. Box 2156  
Idaho Falls, Idaho 83403

Please thank Kathy, your secretary, for working with me on obtaining an extension for submitting this evidence due to my being out of state and country on business travel.

If you have any questions or need more information, please call me at (208) 529-3227

Sincerely,

A handwritten signature in blue ink, appearing to read "M. Tyacke", with a stylized, cursive script.

Michael J. Tyacke, Owner  
Hyde Creek Ranch

**Affidavit of Michael J. Tyacke**  
**In Re: Evidence of Priority Date for Claims Filed in the SRBA**

I, Michael J. Tyacke, born on October 5, 1949 and now age 55 years, being of sound mind and having direct knowledge of the following actions and events do hereby declare that, to the best of my knowledge, the following are true and accurate facts regarding the water rights

**A75-10660: Groundwater**

**A75-10661: Groundwater**

**A75-10662: Groundwater**

**A75-04393: Hyde Spring and Creek**

**A75-04394: Pope Ditch**

**A75-04395: North Fork of Seven Mile Creek**

claimed by the Hyde Creek Ranch, Salmon, Idaho.

**I. Acquisition of Hyde Creek Ranch Property and Water Rights**

1. I have lived/farmed/ranched/and/or been directly associated with the Hyde Creek Ranch continuously since the marriage of my mother, Althea Hyde, to my step-father, George. L Hyde, in 1960. I have been an active participant in the ranch activities since that time.
2. A detailed description, with supporting documentation, concerning the homesteading of the Hyde Creek Ranch and subsequent changes in ownership from Hyde family member to family member over the past 127 years is documented in Affidavit of George L. Hyde, In Re: Evidence of Priority Date for Claims Filed in the SRBA, dated August 8, 2005 (incorporated herein by reference).
3. That affidavit also provides evidence that from 1872 to the present the ranch has been under continuous use for agricultural and domestic purposes, water rights for this property have been continuously claimed and maintained for agricultural and domestic use, and improvements have been continuously made to these water rights claims.
4. I purchased the Ranch from my step-father, George L. Hyde, and mother, Althea Hyde, on January 15, 1992, and the sale included all water rights. (See Contract, Exhibit 8 of Affidavit of George L. Hyde, In Re: Evidence of Priority Date for Claims Filed in the SRBA, dated August 8, 2005)
5. The ranch continues to be approximately 240 acres in size, and its agricultural and domestic water use comes through longstanding water rights claims for all waters from the Hyde Creek drainage (including Hyde Creek Spring, the north fork of Seven-Mile Creek as well as smaller springs and tributary water sources along Hyde Creek), three domestic wells, and Salmon River/Pope Ditch sources
6. The entire 240 acre ranch meets its agricultural and domestic water use needs through the following Water Rights Claims:
  - A75-10660: Groundwater (well, 33' deep)
  - A75-10661: Groundwater (well, 30' deep)
  - A75-10662: Groundwater (well, 45' deep)
  - A75-04393: Hyde Spring and Creek (the water from this spring flows naturally downhill to the ranch)
  - A75-04394: Pope Ditch (pump, 30-hp, 8-inch centrifugal)
  - A75-04395: North Fork of Seven Mile Creek

7. Notice of Change of Water Right Ownership for each of the above claims was filed on January 15, 1992 upon sale of the property to me, Michael J. Tyacke (See Notice of Change of Water Right Ownership, see Exhibit 10 of affidavit of George L. Hyde, In Re: Evidence of Priority Date for Claims Filed in the SRBA, dated August 8, 2005)

## **II. Documentation of Water Usage**

The affidavit of George L. Hyde, In Re: Evidence of Priority Date for Claims Filed in the SRBA, dated August 8, 2005, provides documentation and evidence that the Hyde Creek Ranch was homesteaded in 1878 and was designated a Century Ranch by the State Of Idaho because it had been in continuous agricultural/ranch usage by the Hyde family for the preceding 100 years. The affidavit also specifically documents the water usage for: A75-04393, Hyde Spring and Creek (Date of Priority: March 3, 1872), A75-04395; North Fork of Seven Mile Creek (Date of Priority: March 3, 1872); A75-04394: Pope Ditch (Date of Priority: April 15, 1931); A75-10660: Groundwater (Date of Priority: May 15, 1930); A75-10661, Groundwater (Date of Priority: May 10, 1965); and A75-10662, Groundwater (Date of Priority: April 2, 1988). My knowledge of the water use is as follows:

### **A75-04393: Hyde Spring and Creek (Date of Priority: March 3, 1872)**

1. Water from this spring has been continuously used by the ranch for irrigation, stock watering, and domestic use since I have been associated with the Ranch. That use has continued even after the 1972 contractual agreement between my folks and Mr. and Mrs. Ralston Adams (See Notice of Change of Water Right Ownership, see Exhibit 7 of affidavit of George L. Hyde, In Re: Evidence of Priority Date for Claims Filed in the SRBA, dated August 8, 2005), since the overflow from the Sunset Heights Water District goes directly into the Hyde Creek Drainage.
2. Every year since I have been associated with the Ranch we have walked and cleaned the Hyde Creek creek bed to maintain its flow to the Ranch.
3. I have been actively engaged with the Sunset Heights Water District to insure that the water used by them is replaced equally by water from the South Fork of Seven Mile Creek. Records of water flow from the spring have been kept by the Sunset Heights Water District.

### **A75-04395: North Fork of Seven Mile Creek (Date of Priority: March 3, 1872)**

4. Water from North Fork of Seven Mile Creek has only been claimed and used for the Hyde Creek Ranch for irrigation, stock watering, and domestic use continuously since I have been associated with the Ranch.
5. Every year since I have been associated with the Ranch we walked and cleaned this creek bed to maintain its flow to the ranch.
6. I personally used water from the Hyde Creek drainage to flood irrigate the Ranch. My step-father, his father, Horace Hyde, and my brother, Richard Tyacke, surveyed and dug a series of ditches used for flood irrigating the Ranch.

### **A75-04394: Pope Ditch (Date of Priority: April 15, 1931)**

7. Water from Pope Ditch has been claimed and used for the Hyde Creek Ranch for irrigation, stock watering, and domestic use continuously since I have been associated with the Ranch.

8. I personally used water from the Pope Ditch to flood irrigate the Ranch. My step-father, his father, Horace Hyde, and my brother, Richard Tyacke, surveyed and dug a series of ditches for flood irrigating the Ranch.
9. The Ranch stopped using the Pope Ditch for flood irrigating in 1994 when my folks and I applied for and obtained a cost sharing grant from the United States Department of Agriculture, Agriculture Stabilization and Conservation Service and a low interest 15 year loan from the State of Idaho Soil Conservation commission to install a sprinkler system on the Ranch. That system included a 60 horse power pump and underground piping installed, and above ground sprinkler system.

**A75-10660: Groundwater (Date of Priority: May 15, 1930)**

**A75-10661: Groundwater (Date of Priority: May 10, 1965)**

**A75-10662: Groundwater (Date of Priority: April 2, 1988)**

10. I affirm and attest that domestic water from these three wells has been continuously used by the ranch for irrigation, stock watering, and domestic use since I have been associated with the Ranch.

**Additional information and documentation regarding each of the claims above are available. Inadequate notice precluded obtaining copies of these historical documents and other documentation. If there are any questions or challenges to the above claims, I hereby request specific notice from the court so that I may provide specific documentation regarding the claim in question.**

SIGNATURE: \_\_\_\_\_

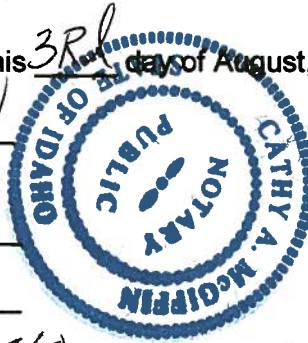
Michael J. Tyacke

SUBSCRIBED AND SWORN before me on this 3<sup>rd</sup> day of August, 2005

Notary Public for Idaho

Residing at \_\_\_\_\_

Commission Expires August 31, 2010



**Affidavit of George L. Hyde**  
**In Re: Evidence of Priority Date for Claims Filed in the SRBA**

I, George L. Hyde, born in Salmon, Idaho on August 4, 1929 and now age 75 years, being of sound mind and having direct knowledge of the following actions and events do hereby declare that, to the best of my knowledge, the following are true and accurate facts regarding the water rights

**A75-10660: Groundwater**

**A75-10661: Groundwater**

**A75-10662: Groundwater**

**A75-04393: Hyde Spring and Creek**

**A75-04394: Pope Ditch**

**A75-04395: North Fork of Seven Mile Creek**

claimed by the Hyde Creek Ranch, Salmon, Idaho.

**I. Acquisition of Hyde Creek Ranch Property and Water Rights**

1. I have lived/farmed/ranched continuously on the Hyde Creek Ranch since my birth in 1929, and have been an active participant in all ranch activities since that time.
2. The property now known as Hyde Creek Ranch was initially homesteaded by Henry Gruber (spelling is phonetic) in 1872.
3. In 1878 my grandfather, George W. Hyde, purchased the homestead right to this property from Henry Gruber.
4. From 1878 to the present the ranch has been continuously owned and operated by the heirs of George W. Hyde
  - a. George W. Hyde (and/or his wife Sarah Hyde) continuously owned and operated the ranch from 1878 until 1921. George W. Hyde is the father of Horace B. Hyde
  - b. Horace B. Hyde (and/or his wife Edna Hyde) continuously owned and operated the ranch from 1921 until ~1960. Horace B. Hyde is my father
  - c. I, George L. Hyde, (and/or my wife, Althea Hyde) continuously owned and operated the ranch from 1960 until January 15, 1992.
  - d. Michael J. Tyacke, my step-son, purchased the ranch from me on January 15, 1992 and has continuously owned and operated the ranch since that date.
5. From 1872 to the present the ranch has been under continuous use for agricultural and domestic purposes, water rights for this property have been continuously claimed and maintained for agricultural and domestic use, and improvements have been continuously made to these water rights claims.
6. The initial homestead description is: NE1/4SW1/4 of the E1/2NW1/4 and the NW1/4NE1/4 of section 32 in township 21 north of range 22 east of Boise meridian in Idaho containing one hundred and sixty acres. The homestead conveyed all water rights. (See Homestead Certificate 487, application 126, attached as **Exhibit 1**)
7. On July 21, 1910 Sarah Hyde (wife of George W. Hyde), purchased an additional adjacent 40 acres which was added to the ranch; the description of

this purchase is “SE1/4SW1/4 of section 32 in township 21 north of range 22 east of the Boise meridian, Idaho, containing forty acres.” This purchase included all water rights. (See Instrument No. 62975, 4—407 a-ty, DL Hailey 02372, attached as **Exhibit 2**)

8. From 1872 until ~1930 domestic water supply for the ranch came from the Hyde Spring. A domestic well was dug on the Hyde Creek Ranch in 1930.
9. On May 23, 1946 Horace Hyde purchased an additional adjacent 40 acres which was added to the ranch; the description of this purchase is SW1/4NE1/4, section 32, township 21, range 22 east, Boise meridian. This purchase included all water rights. (See State of Idaho Deed, number 9669, certificate no. 21847, instrument 101583, attached as **Exhibit 3**)
10. By conveyances and assignments on February 4, 1960, July 15, 1964, and September 22, 1964 Horace B. Hyde and his wife Edna sold the ranch to me, George L. Hyde; this purchase included “all water, water rights, ditches and ditch rights appertaining thereto....” (See Warranty Deed, Instrument No. 93141, attached as **Exhibit 4**; Warranty Deed, Instrument No. 100940, attached as **Exhibit 5**; and Instrument 101583, Number 9669, Certificate 21847, attached as **Exhibit 6**)
11. On December 21, 1972 my wife and I entered into a contractual agreement with Ralston Adams and his wife, Rachel, allowing the Adams, and their heirs and assigns, to use water from the Hyde Spring for domestic and other purposes to the extent that they would replace the spring water used with water from the South Fork of Seven Mile Creek. (See Agreement, attached as **Exhibit 7**)
12. I continued to own the rights to the spring, and the contract merely allowed Adams (and heirs and assigns) to use water from the spring only if, and as long as, he replaced that spring water with water from the South Fork of Seven Mile Creek.
13. Following that agreement a diversion was created from the South Fork of Seven Mile Creek to the North Fork of Seven Mile Creek (and thence to the Hyde Creek) to permit replacement of the water taken from the Hyde Spring.
14. I sold the property to my step-son Michael J. Tyacke on January 15, 1992, and the sale included all water rights. (See Contract, attached as **Exhibit 8**)
15. All sales and conveyances of the ranch property have included conveyance of all of the associated water and water rights as well as ditch and ditch rights.
16. The ranch continues to be approximately 240 acres in size, and its agricultural and domestic water use comes through longstanding water rights claims for all waters from the Hyde Creek drainage (including Hyde Creek Spring, the north fork of Seven-Mile Creek as well as smaller springs and tributary water sources along Hyde Creek), three domestic wells, and Salmon River/Pope Ditch sources
17. The entire 240 acre ranch meets its agricultural and domestic water use needs through the following Water Rights Claims:
  - A75-10660: Groundwater (well, 33’ deep)
  - A75-10661: Groundwater (well, 30’ deep)
  - A75-10662: Groundwater (well, 45’ deep)

A75-04393: Hyde Spring and Creek (the water from this spring flows naturally downhill to the ranch)

A75-04394: Pope Ditch (pump, 30-hp, 8-inch centrifugal)

A75-04395: North Fork of Seven Mile Creek

18. A Notice of Claim to a Water Right was filed on each of these claims on May 8, 1990 in the District Court of the Fifth Judicial District of the State of Idaho. (See **Exhibits 9a-f**, attached)
19. Notice of Change of Water Right Ownership for each of the above claims was filed on January 15, 1992 upon sale of the property to Michael J. Tyacke, my step-son. (See Notice of Change of Water Right Ownership, attached as **Exhibit 10**)

## **II. Documentation of Water Usage**

1. In 1978 the Hyde Creek Ranch was designated a Century Ranch by the State Of Idaho because it had been in continuous agricultural/ranch usage by the Hyde family for the preceding 100 years.  
(See, <http://www.idahohistory.net/CenturyFarmsList2004.pdf> for a list of designated Idaho century farms and ranches. Hyde Creek Ranch is listed on page 31)

### **A75-04393: Hyde Spring and Creek (Date of Priority: March 3, 1872)**

2. From 1872 until ~1930 domestic water supply for the ranch came from the Hyde Spring. A domestic well was dug on the Hyde Creek Ranch in 1930.
3. The Hyde Creek Ranch has been in continuous ranching and agricultural use since it was first homesteaded beginning on March 15, 1872, and the Hyde family has continuously claimed and used water for irrigation, stock watering, and/or domestic use from the Hyde Creek/Spring since the Hydys purchased the property in 1878.
4. In 1946 my father and I built the Hyde Creek Reservoir on Hyde Creek approximately ½ mile above the ranch; the reservoir collects runoff water for subsequent irrigation use.
5. I affirm and attest that Hyde Spring/Creek water has been continuously used by the ranch for irrigation, stock watering, and domestic use since it was homesteaded.
6. Every year of my life on the ranch we walked and cleaned the Hyde Creek creekbed to maintain its flow to the ranch.
7. Documentation of the quantity of water flowing from the Hyde Spring is available from the records of the Sunset Heights Water District. Records of water flow from the spring have been kept by the Sunset Heights Water District since 1972.

### **A75-04395: North Fork of Seven Mile Creek (Date of Priority: March 3, 1872)**

8. Water from the north fork of Seven Mile Creek has only been claimed and used by the Hyde Creek Ranch.
9. Every year of my life on the ranch we walked and cleaned this creek bed to maintain its flow to the ranch.

10. I affirm and attest that water from the North Fork of Seven Mile Creek has been continuously used by the ranch for irrigation, stock watering, and/or domestic use since it was diverted to Hyde Creek.
11. Improvement to, and demonstration of the Hyde Creek Ranch claim to, the North Fork of Seven Mile Creek was made in the late 1800's when one-hundred yards of ditch was dug by horse power to better capture seepage from the North Fork spring and channel it into the Hyde Creek Drainage to augment flow to the ranch for the increasing irrigation needs of the ranch.

**A75-04394: Pope Ditch (Date of Priority: April 15, 1931)**

12. The Pope Ditch was constructed in late 1800's, and receives its water from the Salmon River.
13. The Hyde Creek Ranch has used water from the Salmon River/Pope Ditch since 1931.
14. My father, Horace Hyde, was the Water Master of the Pope Ditch throughout the 1940's.
15. In 1931 a 10 horse power pump was installed on the ranch to utilize water from the Salmon River/Pope Ditch. This was the first electric pump in Lemhi County. Records of this were maintained by Idaho Power and manager Ralph Irvine. Flood irrigation was utilized on the Ranch at this time.
16. Pumps and sprinklers were upgraded in the following years to meet agricultural and domestic needs.
  - a. ~1960: 30 horse power pump installed (flood irrigation was utilized on the ranch)
  - b. ~1994: 60 horse power pump installed (a sprinkler system was installed and utilized, decreasing the need for flood irrigation)
17. I affirm and attest that Pope Ditch water has been continuously used by the ranch for irrigation, stock watering, and other agricultural uses since it was constructed.
18. Documentation of the continuous and ongoing water usage of the Pope Ditch by the Hyde Creek Ranch may be available through the records of:
  - a. Idaho Power
  - b. Water Master of the Pope Ditch

**A75-10660: Groundwater (Date of Priority: May 15, 1930)**

**A75-10661: Groundwater (Date of Priority: May 10, 1965)**

**A75-10662: Groundwater (Date of Priority: April 2, 1988)**

19. The first domestic well was dug in 1930; a second well was dug in 1965; a third well was dug in 1988. These wells have been in continuous use for domestic and agricultural purposes since their origination.
20. I affirm and attest that domestic water from these three wells has been continuously used by the ranch for irrigation, stock watering, and domestic use since they were dug.

**Additional information and documentation regarding each of the claims above are available. Inadequate notice precluded obtaining copies of these historical documents and other documentation. If there are any questions or challenges to the above claims, I hereby request specific notice from the court so that I may provide specific documentation regarding the claim in question.**

SIGNATURE: \_\_\_\_\_

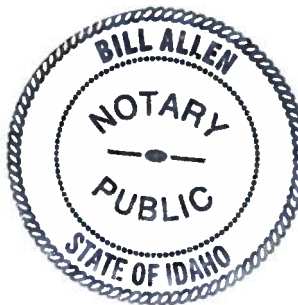
George L. Hyde  
George L. Hyde

SUBSCRIBED AND SWORN before me on this 200 day of August, 2005

Bill Allen  
Notary Public for Idaho

Residing at Salmon

Commission Expires 2/19/2009



# Exhibit 1

Homestead Certificate-  
No 487  
Application 126.

The United States of America.

To all to Whom these presents shall  
Come Greeting:

Whereas there has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Boise Idaho, whereby it appears that, pursuant to the Act of Congress approved 20th May, 1864, "To Secure Homesteads to Actual Settlers on the Public Domain, and the acts supplemental thereto, the claim of George Hyde has been established and duly consummated, in conformity to law for the North-East quarter of the South-West <sup>I</sup> quarter, the East half of the North-West <sup>II</sup> quarter, and the North-West quarter of the North-East quarter of Section thirty-two in Township twenty-one North of Range twenty-two East of Boise Meridian in Idaho containing one hundred and sixty acres according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General;

Now know ye, that there is, therefore, granted by the United States unto the said George Hyde, the tract of land above described;

To have and to hold the said tract of Land, with the appurtenances thereof, unto the said George Hyde, and to his heirs and assigns forever; Subject to any vested and accrued Water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such Water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also Subject to the right of the proprietor of a Vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

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

Given under my hand, at the City of Washington, the fiftieth day of March in the year of our Lord, one thousand eight hundred and ninety five, and of the Independence of the United States, the one hundred and eighteenth;

By the President Grover Cleveland

(Seal)

By M. M. McLean, Secretary.

Recorded, Vol. 1, Page 357.

L. Q. C. Lamar, Recorder of the General Land Office.

Recorded at the request of J. D. Black, April 4th 1905, at 3 O'clock P.M.

## **Exhibit 2**

4--407 a-ty

DL  
Hailey 02372

THE UNITED STATES OF AMERICA,

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

74  
WHEREAS, SARAH HYDE has deposited in the GENERAL LAND OFFICE of the United States a Certificate of the Register of the Land Office at Hailey, Idaho, whereby it appears that full payment has been made by the said Sarah Hyde according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the southeast quarter of the southwest quarter of Section thirty-two in Township twenty-one north of Range two east of the Boise Meridian, Idaho, containing forty acres, according to the Official Plat of the Survey of the said lands, returned to the GENERAL LAND OFFICE by the Surveyor General, which said Tract has been purchased by the said Sarah Hyde:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAVE GIVEN AND GRANTED, and by these presents DO GIVE AND GRANT, unto the said Sarah Hyde and to her heirs, the said Tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said Sarah Hyde and to her heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, William H. Taft, President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the TWENTY-FIRST day of JULY, in the year of our Lord one thousand nine hundred and TEN and of the Independence of the United States the one hundred and THIRTY-FIFTH.

(SEAL)

By the President: Wm. H. Taft  
By M. P. LeRoy, Secretary,

H. W. Sanford  
Recorder of the General Land Office.

RECORDED: Patent Number 145446

Recorded at the request of C. Walker Lyon, February 21, 1946 at 45 minutes past 4 o'clock P. M., in Book 39 of Deeds page 13 Records of Lemhi County, Idaho.

W. W. Simmonds  
County Recorder

Fees, \$1.00 Paid

By, Sarah M. M. Sanders  
Deputy

## Exhibit 3

*State*  
To All to Whom These Presents Shall Come, Greetings:

Whereas, on the 23 day of MAY 1946, all that tract or parcel of UNIVERSITY land of the State of Idaho, hereinafter mentioned and particularly described, was sold in the manner provided by law to HORACE HYDE of Salmon, State of Idaho, for the aggregate price of FIVE HUNDRED FIFTY AND NO/100 DOLLARS

And Whereas, the said sum of FIVE HUNDRED FIFTY AND NO/100 DOLLARS has been fully paid to the proper receiving officer for the State of Idaho, by GEORGE L. HYDE, Salmon, Idaho, who received all equity in and to said land sale certificate by Assignment from HORACE B. HYDE and EDNA HYDE, Husband and Wife, and GEORGE L. HYDE and ALTHEA HYDE, Husband and Wife, 9/10/64, recorded 9/22/64; GEORGE L. HYDE, a bachelor, acquires an undivided One-Half Interest in and to said land sale certificate by Assignment from HORACE B. HYDE and EDNA HYDE, Husband and Wife, 2/4/60, recorded 3/24/60, as shown by the records in the office of the State Board of Land Commissioners, the said sum being the whole amount of the purchase price for the said tract or parcel of land hereinafter described:

Now, Know Ye, That the said State of Idaho, in pursuance of law in such case made and provided, and in consideration of the premises aforesaid, and of the aforesaid sum of FIVE HUNDRED FIFTY AND NO/100 DOLLARS to the said State of Idaho paid, doth by these presents grant, bargain, sell, convey and confirm, in fee, unto the said GEORGE L. HYDE his heirs and assigns, all of the said tract and parcel of land situated in the County of LEMHI and State of Idaho, and described as follows, to-wit:

Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$ ), Section Thirty-Two (32), Township Twenty-One (21) North, Range Twenty-Two (22) East, Boise Meridian.  
The area being conveyed by this deed is 40.0 acres, more or less.

To have and to hold the said premises and parcel of land above particularly described, with the appurtenances thereon, unto the said GEORGE L. HYDE his heirs and assigns, in fee simple forever, subject to the provisions of Section 58-604, Idaho Code, as amended by Chapter 44, 1951 Session Laws; which grants over all lands belonging to the State a right of way for ditches constructed by authority of the United States; and to the provisions of Section 47-701, Idaho Code, reserving to the State all Mineral rights in lands sold subsequent to the 8th day of May, 1923.

In Witness Whereof, I, Robert E. Smylie, the Governor of the State of Idaho, have hereunto signed my name and caused the Great Seal of the State of Idaho and the Seal of the Board of Land Commissioners to be hereunto affixed, this 22 day of September, 1964 A. D.

Countersigned:

Arnold Williams Secretary of State (SEAL)

Countersigned: O J Buxton

) State Land Commissioner

STATE OF IDAHO, ) SS.

County of Ada, )

Robert E Smylie

Governor of Idaho and President of  
State Board of Land Commissioners.

On this 22 day of September, in the year 1964, A. D, before me, a Notary Public in and for said State, personally appeared Robert E. Smylie, known to me to be the Governor of the State of Idaho, and Arnold Williams, known to me to be the Secretary of the State of Idaho, and O. J. Buxton, known to me to be the Land Commissioner of the State of Idaho, who executed said instrument and acknowledged to me that such State of Idaho executed the same.

In Witness Whereof, I have hereunto set my hand and seal on the day and year last above written.

(SEAL)

(SEAL)

M C Hamblin Notary Public residing at  
Boise, Idaho

State of Idaho ) ss  
County of Lemhi )

Recorded at the request of J. W. Herndon October 19th 1964 at 30 minutes past 10 o'clock A. M., in Book 49 of Deeds Page 339 Records of Lemhi County, Idaho

Fees, \$1.75

Paul Adams County Recorder

By *Marguerite Butler* Deputy

## **Exhibit 4**

## WARRANTY DEED

THIS INDENTURE, Made this 4th day of February in the year of our Lord one thousand nine hundred and sixty, between HORACE B. HYDE and EDNA HYDE, husband and wife of the County of Lemhi State of Idaho, the parties of the first part, and GEORGE L. HYDE, a bachelor of the County of Lemhi 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 and NO/100 (\$1.00) DOLLARS, lawful money of the United States of America, and love and affection 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 of the following described real estate, situated in the County of Lemhi, State of Idaho, to-wit:

## AN UNDIVIDED ONE-HALF INTEREST IN AND TO:

The Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section Thirty-two (32), Township Twenty-one (21) North of Range Twenty-two (22) East of the Boise Meridian.

The Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$ ), the East one-half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$ ), the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$ ) of Section Thirty-two (32), Township Twenty-one (21) North of Range Twenty-two (22) East of the Boise Meridian, containing 160 acres.

Together with all water and water rights, ditches and ditch rights appertaining thereto or used in connection therewith.

EXCEPTING THEREFROM a part and portion of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section Thirty-two (32), Township Twenty-one (21) North, Range Twenty-two (22) East of the Boise Meridian, described as follows:

Commencing at the Northwest Corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ , said section, Township and Range, and running thence East along the North Section line of said Section 32, 990 feet to a point; thence South 660 feet to a point; thence West 990 feet to a point; thence North 660 feet to the place of beginning; being the Northwest fifteen acres of said NE $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 32.

Together with all water, water rights, ditches and ditch rights appertaining thereto or used in connection therewith.

TOGETHER, With all and singular the tenements, hereditaments and appurtenances there-to belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part.

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

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

SIGNED, SEALED AND DELIVERED IN PRESENCE OF Horace B. Hyde (SEAL)  
Edna Hyde (SEAL)

STATE OF IDAHO, )  
COUNTY OF LEMHI ) ss.

c.w.l.

On this 17th day of March in the year 1960, before me the undersigned, a Notary Public in and for said State, personally appeared Horace B. Hyde and Edna Hyde 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)

C. Walker Lyon  
Notary Public for the State of Idaho  
Residing at Salmon, Idaho

STATE OF IDAHO, )  
COUNTY OF LEMHI ) ss.

I hereby certify that this instrument was filed for record at request of George L. Hyde at 45 minutes past 2 o'clock P. M., this 21st day of March, A. D. 1960 in my office, and duly entered in Book 47 of Deeds at pages 490-491.

Fee, \$2.00 Paid

T. H. Ball Ex-Officio Recorder

By Opal Reddington Deputy

## **Exhibit 5**

Instrument No. 100940

## WARRANTY DEED

## WARRANTY DEED

THIS INDENTURE, Made this 15th day of July, in the year of our Lord one thousand nine hundred and sixty-four, between HORACE B. HYDE and EDNA HYDE, husband and wife, of the, County of Lemhi State of Idaho, the parties of the first part, and GEORGE HYDE, a married man, of the, County of Lemhi State of Idaho, the part of the second part.

WITNESSETH, That the said part of the first part, for and in consideration of the sum of TWENTY THOUSAND and NO/100 (\$20,000.00)-----DOLLARS, lawful money of the United States of America, to them in hand paid by the said party of the second part the receipt whereof is hereby acknowledged, 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 of the following described real estate, situated in the County of Lemhi, State of Idaho, to-wit:

## AN UNDIVIDED ONE-HALF INTEREST IN AND TO:

The Southeast <sup>2</sup>/<sub>4</sub> <sup>TP</sup> of the Southwest ( $SE\frac{1}{4}SW\frac{1}{4}$ ) and the Southwest <sup>5</sup>/<sub>4</sub> of the Northeast Quarter ( $SW\frac{1}{4}NE\frac{1}{4}$ ) of Section Thirty-two (32), Township Twenty-one (21) North of Range Twenty-two (22) East of the Boise Meridian; and The Northeast Quarter of the Southwest Quarter ( $NE\frac{1}{4}SW\frac{1}{4}$ ), The East One-half of the Northwest Quarter ( $E\frac{1}{2}NW\frac{1}{4}$ ), The Northwest Quarter of the Northeast Quarter ( $NW\frac{1}{4}NE\frac{1}{4}$ ), of Section <sup>4</sup>/<sub>3</sub> <sup>4</sup>/<sub>5</sub> <sup>1</sup>/<sub>D</sub> Thirty-two (32), Township Twenty-one (21) North of Range Twenty-two (22) East of the Boise Meridian, containing 160 acres.

Together with all water and water rights, ditches and ditch rights, appertaining thereto or used in connection therewith.

EXCEPTING THEREFROM, a part and portion of the Northeast Quarter of the Northwest Quarter ( $NE\frac{1}{4}NW\frac{1}{4}$ ) of Section Thirty-two (32), Township Twenty-one (21) North, Range Twenty-two (22) East of the Boise Meridian, described as follows: Commencing at the Northwest Corner of said  $NE\frac{1}{4}NW\frac{1}{4}$ , said Section, Township and Range, and running thence East along the North section line of said Section 32, 990 feet to a point; thence South 660 feet to a point; thence West 990 feet to a point; thence North 660 feet to the place of beginning; being the Northwest fifteen acres of said  $NE\frac{1}{4}NW\frac{1}{4}$  of Said Section 32.

Documentary Stamps

\$22.00

Cancelled 7/22/64

BWA

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 ies of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the 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 peaceful 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 PRESENCE OF

Horace B Hyde (Seal)

Edna Hyde (Seal)

STATE OF IDAHO, )  
 ) SS.

COUNTY OF Bingham )

On this 22<sup>d</sup> day of JULY in the year 1964, before me the undersigned, a Notary Public in and for said State, personally appeared HORACE B. HYDE and EDNA HYDE 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.

Blair W. Archibald

## **Exhibit 6**

and against all and every person and persons who shall hereafter  
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 PRESENCE OF

Harold C. Havens  
Ila V Havens

(Seal)  
(Seal)

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

On this 24th day of September in the year 1964, before me W. G. Ferrier, a Notary Public in and for said State, personally appeared Harold C. Havens and Ila V. Havens, Husband and Wife known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

W. G. Ferrier Notary Public for the State of Idaho  
Residing at Salmon, Idaho

(SEAL)  
STATE OF IDAHO, )  
COUNTY OF LEMHI ) SS.

I hereby certify that this instrument was filed for record at request of Phyllis Shaw at 25 minutes past 3 o'clock P. M., this 14th day of October, A. D. 1964 in my office, and duly entered in Book 49 of Deeds at pages 338-9.

Paul Adams Ex-Officio Recorder

Fee, \$1.75 Paid

By Marguerite Butler Deputy

-----Instrument No. 101583-----  
STATE OF IDAHO DEED

Number 9669  
Certificate No. 21847

To All to Whom These Presents Shall Come, Greetings:

Whereas, on the 23 day of MAY 1946, all that tract or parcel of UNIVERSITY land of the State of Idaho, hereinafter mentioned and particularly described, was sold in the manner provided by law to HORACE HYDE of Salmon, State of Idaho, for the aggregate price of FIVE HUNDRED FIFTY AND NO/100 DOLLARS

And Whereas, the said sum of FIVE HUNDRED FIFTY AND NO/100 DOLLARS has been fully paid to the proper receiving officer for the State of Idaho, by GEORGE L. HYDE, Salmon, Idaho, who received all equity in and to said land sale certificate by Assignment from HORACE B. HYDE and EDNA HYDE, Husband and Wife, and GEORGE L. HYDE and ALTHEA HYDE, Husband and Wife, 9/10/64, recorded 9/22/64; GEORGE L. HYDE, a bachelor, acquires an undivided One-Half interest in and to said land sale certificate by Assignment from HORACE B. HYDE and EDNA HYDE, Husband and Wife, 2/4/60, recorded 3/24/60, as shown by the records in the office of the State Board of Land Commissioners, the said sum being the whole amount of the purchase price for the said tract or parcel of land hereinafter described:

Now, Know Ye, That the said State of Idaho, in pursuance of law in such case made and provided, and in consideration of the premises aforesaid, and of the aforesaid sum of FIVE HUNDRED FIFTY AND NO/100 DOLLARS to the said State of Idaho paid, doth by these presents grant, bargain, sell, convey and confirm, in fee, unto the said GEORGE L. HYDE his heirs and assigns, all of the said tract and parcel of land situated in the County of LEMHI and State of Idaho, and described as follows, to-wit:

Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$ ), Section Thirty-Two (32),  
Township Twenty-One (21) North, Range Twenty-Two (22) East, Boise Meridian.  
The area being conveyed by this deed is 40.0 acres, more or less.

To have and to hold the said premises and parcel of land above particularly described, with the appurtenances thereon, unto the said GEORGE L. HYDE his heirs and assigns, in fee simple forever, subject to the provisions of Section 58-604, Idaho Code, as amended by Chapter 44, 1951 Session Laws; which grants over all lands belonging to the State a right of way for ditches constructed by authority of the United States; and to the provisions of Section 47-701, Idaho Code, reserving to the State all Mineral rights in lands sold subsequent to the 8th day of May, 1923.

In Witness Whereof, I, Robert E. Smylie, the Governor of the State of Idaho, have hereunto signed my name and caused the Great Seal of the State of Idaho and the Seal of the Board of Land Commissioners to be hereunto affixed, this 22 day of September, 1964 A. D.

Robert E Smylie  
Governor of Idaho and President of  
State Board of Land Commissioners

Countersigned:  
Arnold Williams Secretary of State (SEAL)  
Countersigned: O J Buxton  
 ) State Land Commissioner  
STATE OF IDAHO, ) SS.  
County of Ada, )

On this 22 day of September, in the year 1964, A. D, before me, a Notary Public in and for said State, personally appeared Robert E. Smylie, known to me to be the Governor of the State of Idaho, and Arnold Williams, known to me to be the Secretary of the State of Idaho, and O. J. Buxton, known to me to be the Land Commissioner of the State of Idaho, who executed said instrument and acknowledged to me that such State of Idaho executed the same.

In Witness Whereof, I have hereunto set my hand and seal on the day and year last above written.  
(SEAL) M C Hamblin Notary Public residing at  
Boise, Idaho

State of Idaho )  
County of Lemhi ) ss

Recorded at the request of J. W. Herndon October 19th 1964 at 30 minutes past 10 o'clock A. M., in Book 49 of Deeds Page 339 Records of Lemhi County, Idaho

Fees, \$1.75

Paul Adams County Recorder  
By Marguerite Butler Deputy

## **Exhibit 7**

AGREEMENT

THIS AGREEMENT, Made and entered into this 21 day of December, 1972, by and between KALSTON W. ADAMS and FLORENCE L. ADAMS, husband and wife, parties of the first part, hereinafter called 'Adams', and GEORGE L. HYDE and ALMA H. HYDE, husband and wife, parties of the second part, hereinafter called 'Hyde',

WITNESSETH:

WHEREAS, Adams and Hyde are owners of certain separate tracts of land situated in Lemhi County, and more particularly described in Exhibit A attached hereto and made a part hereof, for which the second parties claim to be able to furnish proof of prior diversion and appropriation water rights dating back to the year 1873; and

WHEREAS, Adams filed application for permits 875-7032 before the Department of Water Administration to appropriate public waters from a spring situated in the Northeast Quarter of the Northeast Quarter, Section 17, Township 20 North of Range 22 E.D.M.; and

WHEREAS, Hyde filed a protest against the approval of said application, and an informal hearing was held on said protest before the Department of Water Administration on October 16, 1972; and

WHEREAS, The parties hereto desire to settle their differences in regards to said application and enter into an agreement for the exchange of water rights;

NOW, THEREFORE, For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto covenant and agree as follows:

I

That Adams shall deliver waters of the South Fork of Seven Mile Creek, to which Adams has accrued a beneficial water right,

Agreement - Page One

to a certain ditch belonging to Hyde, via a certain ditch, one hundred (100) feet in length, more or less, at a point within the Southwest of the Southwest of the Northeast, Section 16, Township 20 North of Range 22 S.B.M., as more particularly described in Exhibit B; that Adams shall construct said diversion ditch and Hyde shall maintain said ditch.

## II

That Adams shall exchange for waters from the South Fork of Seven Mile Creek in equal shares, measured in cubic feet per second or fraction thereof, for waters from a certain spring situated in the Northeast quarter of the Northeast quarter of Section 17, Township 20 North of Range 22 S.B.M.; that Adams shall have the privilege and right of using said spring water for domestic and/or irrigation purposes, and Hyde grants a right and easement to divert said waters from said spring.

## III

That Adams shall have the right to divert a quantity of water from said spring in an amount not to exceed .40 cubic feet per second and to use said waters on the East Half of Section 8, Township 20 North of Range 22 S.B.M. and to obtain a permit from the Department of Water Administration of the State of Idaho as an exclusive appropriator and user of said .40 cubic feet per second of water; that a diversion and a weir, constructed in accordance with specifications approved by the State of Idaho, shall be placed at the diversion point on said irrigation ditch and at the diversion point on said spring; that Adams shall pay for the costs of construction of the weir on the ditch and for the costs of construction of the weir and measuring device at the spring; that the amount of the said water to be exchanged shall be determined by a propeller - flow meter placed within the

diversion at the spring; that the maintenance of the diversion on the ditch shall be borne by Hyde and maintenance of the diversion on the spring shall be borne by Adams; that it is specifically understood and agreed by the parties hereto that no larger amount of water shall be diverted from the Adams ditch from Seven Mile Creek to the Hyde ditch than Adams uses of waters from the spring, and the second parties shall at any and all times have the right of inspection of the weir, measuring devices, flow meters and such other diversion works as may be used by the parties hereto, wherever they are located.

#### IV

That Hyde covenants and agrees to withdraw the water protest filed September 18, 1972 against application #75-7032, application for the appropriation of public waters of the State of Idaho, filed by Ralston W. and/or Rachel Adams, a notice thereof having been published in the Recorder Herald at Salmon, Idaho on August 31, 1972 and September 7, 1972, and by these presents does withdraw said protest; and, the parties hereto agree that a copy of this agreement shall be sent to the Department of Water Administration of the State of Idaho.

#### V

That this agreement supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof, and this agreement specifically includes and supersedes a certain Stipulation and Memorandum of Agreement, dated October 16, 1972, and entered into certain informal hearing on application #75-7032, at the Lemhi County Courthouse at Salmon, Idaho; and that there are no agreements or representations between the parties relating to the subject matter hereof other than that expressly contained herein. This agreement may not be modified or amended orally, and no attempted modification or amendment shall be binding unless it is in writing and signed by both parties.

#### VI

If either party finds it necessary to file any formal action to enforce any provision of this agreement, then the losing party

shall pay all costs in connection therewith, including reasonable attorney fees for the prevailing party.

VII

It is further understood and agreed by the parties hereto that each and every covenant and condition herein contained shall bind and inure to the heirs, executors, administrators and authorized assigns of the parties hereto.

IN WITNESS WHEREOF The parties hereto have hereunto set their hands and seals the day and year first above written.

14 Ralston W. Adams

14 Rachel L. Adams  
Parties of the First Part

14 George R. Hyde

14 Althea R. Hyde  
Parties of the Second Part

EXHIBIT A

Ralston W. Adams and Rachel L. Adams Property:

The following described real property situate in the County of Lemhi, State of Idaho, more particularly described as follows, to-wit:

The East One-Half of Section 8, Township 20 North, Range 22, East of the Boise Meridian.

George L. Hyde and Althea R. Hyde Property:

The following described real property situate in the County of Lemhi, State of Idaho, more particularly described as follows, to-wit:

West Half of the Northeast Quarter (1/2 NE 1/4), East Half of the Northwest Quarter (1/2 NW 1/4) and the East Half of the Southwest Quarter (1/2 SW 1/4) of Section Thirty-two (32), Township Twenty-one (21) North of Range Twenty-two (22) East of the Boise Meridian.

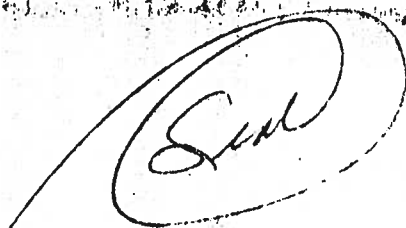
Together with all water and water rights, ditch and ditch rights appertaining thereto or used in connection therewith.

Excepting therefrom, the Northwest fifteen acres of said Northeast Quarter of the Northwest Quarter of Section thirty-two.

STATE OF IDAHO :  
 : ss.  
County of Lemhi :

On this 21 day of December, 1972, before me, the undersigned, a Notary Public in and for said State, personally appeared RALSTON W. ADAMS and RACHEL L. ADAMS, 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.

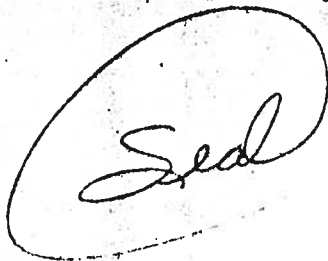


15/James R. Loe  
Notary Public for State of Idaho  
Residing at Salmon, Idaho  
Comm. expires 10-15-74

STATE OF IDAHO :  
 : ss.  
County of Lemhi :

On this 7 day of March, 1972<sup>3</sup>, before me, the undersigned, a Notary Public in and for said State, personally appeared GEORGE L. HYDE and ALTHEA R. HYDE, 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.



15/C. W. Ryan  
Notary Public for State of Idaho  
Residing at Salmon, Idaho  
Comm. expires 2-7-76

## **Exhibit 8**

CONTRACT

THIS CONTRACT, Made as of this 15th day of January, 1992, between GEORGE L. HYDE and ALTHEA R. HYDE, husband and wife, of Salmon, Idaho, (hereinafter "Sellers"), and MICHAEL JOSEPH TYACKE, a married man dealing with his sole and separate property, of Idaho Falls, Idaho (hereinafter "Buyer"),

WITNESSETH:

In consideration of the covenants herein, Sellers agree to sell and convey to Buyer, and Buyer agrees to purchase and pay for the following described real property (hereinafter "premises") and personal property (hereinafter "personalty"), situate in Lemhi County, Idaho, to-wit:

See annexed Exhibits "A" and "B"

Together with all appurtenances thereon or appertaining thereto of every kind; subject, however, to all easements and rights-of-way appearing on such premises or of record, and reservations in favor of the United States or the State of Idaho.

1. PURCHASE PRICE

It is agreed between the parties that the total purchase price is One Hundred Eighty Six Thousand and No/100 Dollars (\$186,000.00), which said purchase price is allocated as follows:

|                    |                  |
|--------------------|------------------|
| Cattle and Sheep   | \$55,950.00      |
| Ditches and Fences | 5,000.00         |
| Farm Equipment     | 30,000.00        |
| Land and Fixtures  | <u>95,050.00</u> |
| Total              | \$186,000.00     |

The said purchase price shall be paid by Buyer, as follows:

a. \$36,000.00 by assuming, performing and paying, accordings to its terms, a mortgage given to Federal Land Bank, which instrument is recorded as Instrument No. 129035, records of Lemhi County, Idaho;

b. The balance of the purchase price in the sum of \$150,000.00, together with interest thereon at the rate of 6 percent per annum from the date hereof, as follows:

\$10,897.50 including interest on or before March 1, 1993, and \$10,897.50 including interest on or before the 1st day of March of each calendar year thereafter until the total purchase price, both principal and interest, is paid in full;

c. Interest shall first be deducted from each payment and the balance of each payment shall be applied to the reduction of the principal balance. Interest shall be computed upon the

unpaid principal balance to date of payment each time a payment is made. All deferred payments are to be made to the escrow holder hereinafter named;

d. Buyer shall have the right to prepay all or any portion of the deferred balance of the purchase price at any time without penalty.

e. Upon the death of both George L. Hyde and Althea R. Hyde, any remaining balance of the deferred purchase price referred to in Subparagraph 1.b. hereinabove shall be forgiven.

## 2. SECURITY

The obligation of Buyer to pay the deferred balance of purchase price in the amount of One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00) shall be represented by a Promissory Note of even date herewith with payment provisions as provided for hereinabove. A true copy of said Promissory Note is annexed hereto as Exhibit "C". Said Promissory Note shall be secured with an appropriate Security Agreement, Mortgage, Financing Statements and other security devices deemed appropriate and necessary by Sellers, and said security devices, or notice thereof, may be recorded by Sellers with the appropriate recording agencies.

### 3. TAXES AND ASSESSMENTS

Sellers shall pay all taxes and assessments against the property herein sold for the year 1991 and prior years and Buyer shall pay all taxes and assessments for the year 1993 and subsequent years when due and before they become delinquent. Taxes and assessments for the year 1992 shall be pro-rated between Sellers and Buyer as of January 15, 1992, with Sellers paying the taxes and assessments accrued up to said date, and the Buyer paying the taxes and assessments accruing thereafter.

### 4. POSSESSION AND RIGHT TO ENCUMBER

Sellers shall be entitled to retain possession of the premises until January 15, 1992. Thereafter Buyer shall have the right to possession of the premises and personalty so long as he is not in default of any of the terms of this Contract, Promissory Note, Security Agreement, or other associated or implementing agreements, obligations or security agreements entered into pursuant to or in connection with this Contract. All buildings, improvements and fixtures which may be placed upon the premises shall be and remain a part of the premises and shall not be considered as personalty, and should Buyer default hereunder the same shall revert to and revest in Sellers. Buyer further agrees that he will not do anything to encumber the title to the premises and he will not allow any liens or encumbrances to be filed against any part thereof; PROVIDED, that should any lien be filed which the Buyer deems

invalid, the Buyer shall have the right to diligently litigate and obtain judicial determination regarding the validity or extent of such lien, and should such proceeding be resolved against Buyer, then Buyer shall immediately satisfy and discharge such lien or encumbrance. In this regard Buyer shall prosecute or defend such litigation at his own cost and expense on behalf of all parties to this Contract.

5. ENCUMBRANCES

The parties agree that the premises are now subject to a Mortgage, which instrument bears date of January 24, 1975, and is recorded as Instrument No. 129035, Records of Lemhi County, Idaho, and upon which there is a present principal balance owing of \$36,000.00. Sellers represent and warrant that said Mortgage, and the obligations secured thereby, are in full force and effect and not in default, and that as of the date hereof no defaults of obligors as to said Mortgage exist, whether or not Notice of Default has been given by obligee therein. Buyer agrees that he will pay and otherwise perform obligors' obligations under said Mortgage in strict accordance with the terms thereof. Buyer further agrees that he will not permit said Mortgage and/or said obligation to become in default and should any such default occur, the same shall constitute a breach and violation of this contract and, in addition to all other remedies available to Sellers for such breach, Sellers herein may make any payments which are

delinquent under said Mortgage and add the full amount of such payment to the principal balance due under this contract.

6. INSURANCE

Buyer agrees to keep all improvements on the premises insured against loss by fire and other casualty in a reputable insurance company or companies for their full insurable value and such policy or policies shall provide that loss, if any, shall be payable to the parties hereto as their interests may appear, and Buyer agrees to keep the premiums thereon paid during the term of this contract. In case of loss or destruction by fire or other covered casualty, it is agreed that if Buyer is not in default of any of the terms of this contract, Buyer may use the proceeds from any insurance policies to restore the improvements on the premises to substantially the same condition as they were previous to the fire.

7. WASTE AND UNLAWFUL USE

Buyer agrees that he will not commit waste nor allow anyone else to commit waste or destruction of the premises and that he will keep the improvements on said premises in good repair during the term of this contract. Buyer further agrees that he will not use the premises nor allow the same to be used for any unlawful purpose.

8. HAZARDOUS WASTE

So long as any balance remains owing on this Contract, Buyer shall comply with all laws, rules and regulations.

regarding the use and storage of hazardous waste materials and Buyer further agrees that he will not use the property or allow it to be used for the storage of hazardous waste.

9. DEFAULT

Time and prompt performance of each and every obligation of Buyer is agreed to be of the essence of this contract, and should Buyer fail to make any payment of principal, interest, taxes or assessments, when due, and before they become delinquent, or fail to carry out any of the other terms of this contract to be performed by him, then this contract shall be in default.

10. FAILURE TO MAKE TAX AND INSURANCE PREMIUM PAYMENTS

If Buyer fails to pay any insurance premium or to make any payment of taxes and assessments required hereunder when due and before they become delinquent, then Sellers shall have the right to make such payment, and if such payment is made by Sellers, then Sellers shall not be deemed to have waived any rights given them hereunder.

11. FOREBEARANCE

The parties agree that acceptance by Sellers of any installment of principal or interest, or of repayment of any taxes or premium for insurance, after the same may have been past due or after Buyer may have defaulted under this contract in any particular whatever, or any forbearance of any kind that may be granted or allowed by Sellers to Buyer under this contract, shall not be construed as waiving or surrendering any

of the conditions of this contract or of any subsequent default that may be made by Buyer.

12. RANGE AND GRAZING RIGHTS

Buyer agrees that he will do everything reasonably possible to keep the range and grazing right appurtenant to the premises in the same or better condition and status as they were on the date this contract was executed by the parties, and that he will not permit said range and grazing rights or any portion thereof to be lost or forfeited through fault of Buyer.

13. WATER RIGHTS

Buyer agrees that he will do everything reasonably possible to keep the water, irrigation and ditch rights appurtenant to the premises in the same or better condition and status as they were on the date this contract was executed by the parties, and that he will not permit said water, irrigation or ditch rights or any portion thereof to be lost or forfeited through fault of Buyer. The parties further agree that Sellers have made no representations to Buyer as to the status, amount or priority dates of such water, irrigation or ditch rights and Buyer agrees that he has made his own independent investigation of the status of said rights for the purpose of satisfying himself as to the status, amounts and priority dates of such rights. Buyer acknowledges that he has been advised by Sellers that the irrigation and water rights appurtenant to said property are subject to adjudication in the case of In Re The General Adjudication of Rights to the Use of Water From The

Snake River Basin Water System, Civil Case No. 39576, in the District Court of the Fifth Judicial District of the State of Idaho in and for the County of Twin Falls; and Buyer agrees that he will take all steps and do all things necessary to preserve, to the greatest extent reasonably possible, said irrigation and water rights in said litigation and otherwise.

14. DEFAULT AND LITIGATION EXPENSE

In the event any of the parties shall be required to bring any action hereunder to enforce any provision hereof, a reasonable attorney fee shall be allowed the prevailing party in addition to the costs of Court.

15. REPRESENTATIONS

The Buyer agrees that this contract is accepted and executed on the basis of the Buyer's own examination and personal knowledge of the premises and personalty and opinion of the value thereof; that no attempt has been made to influence the judgment of the Buyer; that no representations as to the condition or repair of the premises and personalty has been made by Sellers or by any agent of Sellers; that no agreement or promise to alter, repair or improve the premises or personalty has been made by Sellers or by any agent of Sellers and Buyer accepts said premises and personalty and the improvements thereon AS IS and there are no warranties, express or implied, except as herein specified.

16. BANKRUPTCY:

If Buyer commits any act of bankruptcy or is adjudged bankrupt or insolvent as defined by the federal bankruptcy laws, or suffers the continuance of any bankruptcy or insolvency proceeding under any law for a period in excess of 30 days, shall make any assignment for the benefit of creditors or apply for, consent to, or suffer the appointment of a receiver, trustee or liquidator of all or a portion of Buyer's assets, then Sellers, at their option, may declare such event a breach and a default of this Sales Contract.

17. FINAL EXPRESSION

This Contract supersedes all other agreements, written or oral, between the parties concerning the matter hereof, and no modification hereof shall be valid unless in writing and executed by the parties hereto.

18. NO ASSIGNMENT

Buyer shall not sell or assign this contract, or any part thereof, without first obtaining Sellers' written permission to do so, but Sellers shall not unreasonably withhold such permission,

19. FEDERAL TRUTH IN LENDING COMPLIANCE:

Buyer acknowledges receipt of Disclosure Statement as required by the Federal Truth in Lending Act.

20. HEIRS, REPRESENTATIVES AND ASSIGNS

The parties agree that each covenant herein shall bind and inure to the heirs, personal representatives and assigns of each of the parties hereto.

IN WITNESS WHEREOF, The parties have signed this Sales Contract as of the day and year first above written.

George L. Hyde  
George L. Hyde

Althea R. Hyde  
Althea R. Hyde

SELLERS

Michael Joseph Tyacke  
Michael Joseph Tyacke

BUYER

STATE OF IDAHO     )  
                              : ss.  
County of Lemhi    )

On this 24<sup>th</sup> day of February, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared GEORGE L. HYDE and ALTHEA R. HYDE, 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 seal the day and year in this certificate first above written.

[Signature]  
Notary Public for Idaho  
Residing at Salmon, Idaho  
My Commission Expires:

STATE OF IDAHO )

County of <sup>Bonneville</sup> ~~Lemhi~~ ss.

On this 6<sup>th</sup> day of <sup>March</sup> ~~February~~, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL JOSEPH TYACKE, 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 seal the day and year in this certificate first above written.

  
Notary Public for Idaho  
Residing at ~~Salmon, Idaho~~ <sup>Idaho Falls, Idaho</sup>  
My Commission Expires: 11-6-95

In the County of Lemhi, State of Idaho, to-wit:

The Southeast Quarter of the Southwest Quarter of Section 32, Township 21 North, Range 22 East of the Boise Meridian.

The Northeast Quarter of the Southwest Quarter, the East Half of the Northwest Quarter, the Northwest Quarter of the Northeast Quarter of Section 32, Township 21 North, Range 22 East of the Boise Meridian.

The Southwest Quarter of the Northeast Quarter of Section 32, Township 21 North, Range 22 East of the Boise Meridian.

EXCEPTING therefrom a part and portion of the Northeast Quarter of the Northwest Quarter of Section 32, Township 21 North, Range 22 East of the Boise Meridian, described as follows: Commencing at the Northwest corner of said Northeast Quarter of the Northwest Quarter, said Section, Township and Range, and running thence East along the North section line of said Section 32, 990 feet to a point, thence South 660 feet to a point, thence West 990 feet to a point, thence North 660 feet to the place of beginning; being the Northwest 15 acres of said Northeast Quarter of the Northwest Quarter of said Section 32.

TOGETHER WITH all water and water rights, ditch and ditch rights and grazing and range rights appurtenant thereto or used in connection therewith.

RESERVING to the Grantors, George L. Hyde and Althea R. Hyde, during their lifetime, the right to retain the occupation, possession and control of the lands, premises and easement described as follows:

A parcel of land located in the NE4SW4, Section 32, T. 21 N., R. 22 E., Boise Meridian, Lemhi County, Idaho, more particularly described as follows:

Commencing at the NW corner of said Section 32, from which the NE corner of Section 32, bears N. 89 degrees 54' 52" E., run thence S. 27 degrees 42' 49" E. a distance of 4393.77 ft. to the POINT OF BEGINNING.

Thence along the existing fence the following courses and distances;

|                          |                  |
|--------------------------|------------------|
| N. 82 degrees 19' 37" W. | 263.33 ft;       |
| N. 27 degrees 41' 00" E. | 116.81 ft.;      |
| N. 67 degrees 32' 25" E. | 80.19 ft.;       |
| S. 59 degrees 06' 06" E. | 199.93 ft.;      |
| S. 30 degrees 20' 26" W. | 77.14 ft. to the |

POINT OF BEGINNING

PARCEL CONTAINS .70 ACRES

EXHIBIT "A" (Page 1)

Also a 30 ft. wide easement for ingress and egress, 15 ft. on either side of the following described centerline.

Commencing at Southwesterly corner of the above described parcel run thence S. 07 degrees 40' 23" W. a distance of 15 ft. to the center of said easement;

Thence the following courses and distance along said centerline;

S. 82 degrees 19' 37" E. 263.33 ft.;

S. 76 degrees 40' 03" E. 63.79 ft.;

N. 39 degrees 53' 52" E. 352.08 ft.;

N. 45 degrees 54' 45" E. 207.00 ft.;

N. 75 degrees 14' 23" E. 114.14 ft. to a point on the westerly right-of-way of any existing county road.

And upon the death of both of the said George L. Hyde and Althea R. Hyde, the title in fee simple to said premises shall become vested in the Grantee, Michael Joseph Tyacke.

PERSONAL PROPERTY

2 Bulls  
50 Cows  
30 Sheep

Machinery & Equipment

1 JD 75hp Model 3020 Tractor w/Cab  
1 AC 40hp Model 160 Tractor w/460 Loader  
1 1969 Dodge 300 Truck w/Stock Rack & Saddle Tanks  
1 1982 Ford Ranger 4X4 Pickup  
1 Heston 12' Model 420 Swather - Self Propelled  
1 Heston 1Ton Model 10 Stack Processor - Round  
1 Heston 1 Ton Model 10A Stack Hand - Loose Hay  
1 Heston 3 Point Model 10 Stack Mover  
4 Miscellaneous Rakes - Different Styles  
1 JD 9' Model AC Leveler  
1 AC 2x16" Model 100 3 Point Hyd. Rollover  
1 Knun 4' Model MEL35/30 PTA Rototiller  
1 16' Manure Spreader Ground Drive  
1 Cham Berger 8' Rotary Snow Plow  
1 6x10' Chain Link Harrow  
1 8"x5' PTA Post Hole Digger  
2 3-Wheel Ditchers  
1 JD 5x18' Model Killefer HD Ripper  
1 AC 7' Terras Blade w/Tool Bar  
8 Miscellaneous Items

Miscellaneous

Livestock Equipment, i.e., saddles, bridles, horse shoeing, clippers, etc.

Tools for Machinery - i.e., wrenches, welder, spreader, etc.

Carpenter Equipment/Fencing/Electrical, etc.

Lawn - Garden Equipment & Supplies

Pump House and Building electronic equipment and supplies

The brand described on Exhibit "1" annexed hereto

|                                                                                   |             |                                        |        |
|-----------------------------------------------------------------------------------|-------------|----------------------------------------|--------|
| Idaho Registered Brand                                                            |             | Expires                                | 7/1/93 |
|  |             | GEORGE & ALTHEA R<br>HYDE              |        |
|                                                                                   |             | RR 1 BOX 224-5<br>SALMON ID 83467-2621 |        |
|  |             |                                        |        |
| Right Ear                                                                         | Left Ear    |                                        |        |
| LRC                                                                               |             |                                        |        |
| 9487-A                                                                            | 518-42-7665 | Lemhi                                  |        |

QUARTER CIRCLE RUNNING W BAR

EXHIBIT "1"

PROMISSORY NOTE

\$150,0000.00

Salmon, Idaho

January 15, 1992

I promise to pay to the order of GEORGE L. HYDE or ALTHEA R. HYDE, husband and wife, at Salmon, Idaho, ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00), together with interest thereon at the rate of 6% per annum from the date hereof until paid, payable in annual installments, at the dates and in the amounts as follows:

\$10,897.50 including accrued interest on or before March 1, 1993; and

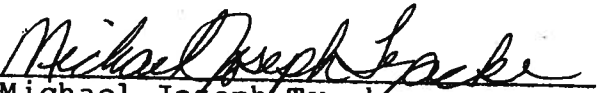
\$10,897.50 including accrued interest on or before the 1st day of March of each calendar year thereafter until the full balance both principal and accrued and unpaid interest shall be paid in full.

Balloon payment, if any, will not be refinanced; interest shall be paid annually on each of the dates provided for principal payments and shall be included in the payments above required, which shall continue until this note, principal and interest, is fully paid;

Upon the death of both George L. Hyde and Althea R. Hyde, any remaining balance on this note shall be forgiven.

If any of said installments is not so paid, all principal and interest shall become immediately due and collectible at the option of the holder of this note. If this note is placed in the hands of an attorney for collection, I promise and agree to pay the reasonable attorney's fees and collection costs of the holder hereof, and if suit or action is filed hereon, also promise to pay (1) holder's reasonable attorney's fees to be

fixed by the trial court and (2) if any appeal is taken from  
any decision of the trial court, such further sum as may be  
fixed by the appellate court, as the holder's reasonable  
attorney's fees in the appellate court.

  
Michael Joseph Tyacke

Due Date: March 1, 2022

## Exhibit 9a

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For Irrigation purposes from 3/15 to 11/15 amount 2.0 cfs or \_\_\_\_\_

For \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_ amount \_\_\_\_\_ or \_\_\_\_\_

For \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_ amount \_\_\_\_\_ or \_\_\_\_\_

For \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_ amount 1000 gpm or \_\_\_\_\_

7. Total quantity claimed (a) 2.0 (cfs) and/or (b) \_\_\_\_\_ (acre feet)

8. Total consumptive use claimed is 362.50 acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) None

10. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

| TWP | RNG | SEC | NE 1/4 |       |       |       | NW 1/4 |       |       |       | SW 1/4 |       |       |       | SE 1/4 |       |       |       | Totals |
|-----|-----|-----|--------|-------|-------|-------|--------|-------|-------|-------|--------|-------|-------|-------|--------|-------|-------|-------|--------|
|     |     |     | NE1/4  | NW1/4 | SW1/4 | SE1/4 | NE1/4  | NW1/4 | SW1/4 | SE1/4 | NE1/4  | NW1/4 | SW1/4 | SE1/4 | NE1/4  | NW1/4 | SW1/4 | SE1/4 |        |
| 21N | 22E | 32  |        | 25    | 20    |       | 15     |       |       | 40    | 35     |       |       | 5     |        | 5     |       |       | 145    |
|     |     |     |        |       |       |       |        |       |       |       |        |       |       |       |        |       |       |       |        |
|     |     |     |        |       |       |       |        |       |       |       |        |       |       |       |        |       |       |       |        |
|     |     |     |        |       |       |       |        |       |       |       |        |       |       |       |        |       |       |       |        |
|     |     |     |        |       |       |       |        |       |       |       |        |       |       |       |        |       |       |       |        |
|     |     |     |        |       |       |       |        |       |       |       |        |       |       |       |        |       |       |       |        |
|     |     |     |        |       |       |       |        |       |       |       |        |       |       |       |        |       |       |       |        |

Total number of acres irrigated 145

11. In which county (ies) are lands listed above as place of use located? Lemhi

12. Do you own the property listed above as place of use? Yes X No \_\_\_\_\_

If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.

I.D.W.R. Water Right No. 75-04394 and 75-04393 or None ( )

14. Remarks:

Last Name Hyde Ident No. \_\_\_\_\_

Copies: White -State, Yellow-Claimant

15. Basis of Claim (check one) Beneficial Use X Posted Notice \_\_\_\_\_ License \_\_\_\_\_ Permit \_\_\_\_\_  
Decree \_\_\_\_\_  
If applicable provide IDWR Water Right Number 75-04395  
Court \_\_\_\_\_ Case Number \_\_\_\_\_ Decree Date \_\_\_\_\_  
Plaintiff vs Defendant \_\_\_\_\_

16. Signature (s)

(a.) By signing below, I/We acknowledge that I/We have received, read, and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do \_\_\_\_\_, do not XX wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments 1

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s)

George I. Hyde  
George I. Hyde

Date

5-8-90

Althea R. Hyde  
Althea R. Hyde

Date

5-8-90

For Organizations: I do solemnly swear or affirm that I am \_\_\_\_\_

Title

of \_\_\_\_\_

Organization

, that I have signed the foregoing

document in the space below as \_\_\_\_\_

Title

of \_\_\_\_\_

Organization

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent \_\_\_\_\_

Title and Organization \_\_\_\_\_

Date \_\_\_\_\_

State of Idaho/or \_\_\_\_\_ )

County of Lemhi )

SS.

Subscribed and sworn (or affirmed) before me this 8<sup>th</sup> day of May 19 90

Notary Public [Signature]

Residing at \_\_\_\_\_

Residing at Salmon, Idaho

My Commission Expires [Signature]

Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, Sherman F. Furey III will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature [Signature]

Address 116 N. Center, Salmon, Idaho 83467

Date April, 1990

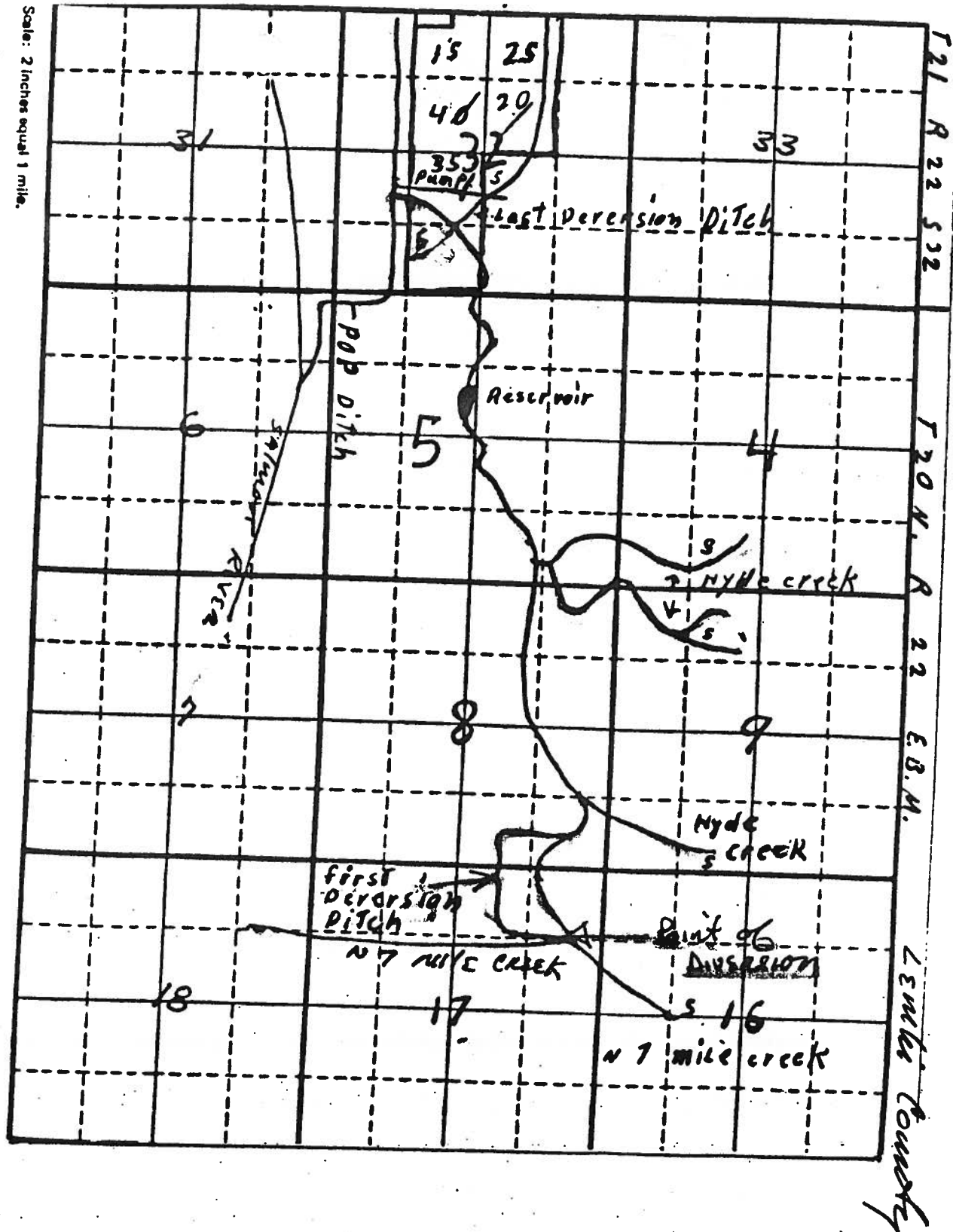
Last Name

Hyde

Ident. Number \_\_\_\_\_

Copies White-State, Yellow-Claimant

Scale: 2 inches equal 1 mile.



CREEK & RIVER

Ditch

Place of Use

## **Exhibit 9b**

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION  
OF RIGHTS TO THE USE OF WATER FROM  
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 177-4387Date Received 5/8/90Receipt Number W000961

NOTICE OF CLAIM  
TO A  
WATER RIGHT  
ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of Claimant (s) George L. Hyde and/or Althea R. Hyde Phone (208) 756-2621Mailing Address Star Route #1, Box 224-5, Salmon, ID Zip 834672. Date of Priority (Only one (1) per claim) March 15, 18723. Source of water supply (a) Hyde Creek  
which is tributary to (b) Salmon River4. a. Location of existing point of diversion is: Township 21 N. Range 22 E. Section 32,  
NE 1/4 of SW 1/4 of        1/4, Govt. Lot,        B.M., County of LemhiAdditional points of diversion if any: SE 1/4, Section 5, Township 20 N. R. 22 E.P.M., County  
of Lemhi -- diversion for reservoir

b. If instream flow, beginning point of claimed instream flow is:

Township        Range        Section       ,        1/4 of        1/4 of        1/4,Govt. Lot        B.M., County of       ending point is: Township        Range        Section       ,        1/4 of        1/4 of  
       1/4, Govt. Lot        B.M., County of       5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),  
including the dates of any changes or enlargements in use, the dimensions of the diversion works as  
constructed and as enlarged and the depth of each well. Earth dam, 10 inches high and  
2 feet wide; 300 foot ditch, 2 feet wide and 12 inches deep, reservoir  
diverson, earth dam 14 foot high, 14 feet wide at top, 30 feet wide at  
at bottom (added October 1, 1946); reservoir's approximate dimensions  
250' x 300' x 10' deep.

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For Irrigation purposes from 3/15 to 11/15 amount 2.0 or \_\_\_\_\_

For Irrigation from Storage purposes from 1/1 to 12/31 amount \_\_\_\_\_ or 3

For Stock water purposes from 1/1 to 12/31 amount .4 or \_\_\_\_\_

For \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_ amount 1100 cfs or \_\_\_\_\_

7. Total quantity claimed (a) 2.4 (cfs) and/or (b) 3 (acre feet)

8. Total consumptive use claimed is 362.50 acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) Stock water for 80 head of cows, 35 ewes and 4 head of horses

10. Description of place of use:

- If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

| TWP | RNG | SEC | NE 1/4 |       |       |       | NW 1/4 |       |       |       | SW 1/4 |       |       |       | SE 1/4 |       |       |       | Totals |
|-----|-----|-----|--------|-------|-------|-------|--------|-------|-------|-------|--------|-------|-------|-------|--------|-------|-------|-------|--------|
|     |     |     | NE1/4  | NW1/4 | SW1/4 | SE1/4 | NE1/4  | NW1/4 | SW1/4 | SE1/4 | NE1/4  | NW1/4 | SW1/4 | SE1/4 | NE1/4  | NW1/4 | SW1/4 | SE1/4 |        |
| 21N | 22E | 32  |        | 25    | 20    |       | 15     |       |       | 40    | 35     |       |       | 5     |        | 5     |       |       | 145    |
| 21N | 22E | 32  |        |       |       |       |        |       |       |       | S      |       |       |       |        |       |       |       |        |
|     |     |     |        |       |       |       |        |       |       |       |        |       |       |       |        |       |       |       |        |
|     |     |     |        |       |       |       |        |       |       |       |        |       |       |       |        |       |       |       |        |
|     |     |     |        |       |       |       |        |       |       |       |        |       |       |       |        |       |       |       |        |
|     |     |     |        |       |       |       |        |       |       |       |        |       |       |       |        |       |       |       |        |
|     |     |     |        |       |       |       |        |       |       |       |        |       |       |       |        |       |       |       |        |

Total number of acres irrigated 145

11. In which county (ies) are lands listed above as place of use located? Lemhi

12. Do you own the property listed above as place of use? Yes XX No \_\_\_\_\_

If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.

I.D.W.R. No. 75-04394 and 75-04395

or None ( )

14. Remarks:

Last Name Hyde Ident No. \_\_\_\_\_

Copies: White -State, Yellow-Claimant

15. Basis of Claim (check one) Beneficial Use X Posted Notice \_\_\_\_\_ License \_\_\_\_\_ Permit \_\_\_\_\_  
Decree \_\_\_\_\_  
If applicable provide IDWR Water Right Number 75-04393  
Court \_\_\_\_\_ Case Number \_\_\_\_\_ Decree Date \_\_\_\_\_  
Plaintiff vs Defendant \_\_\_\_\_

16. Signature (s)  
(a.) By signing below, I/We acknowledge that I/We have received, read, and understand the form entitled  
"How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do \_\_\_\_\_ do not XX  
wish to receive and pay a small annual fee for monthly copies of the docket sheet.  
Number of attachments 1

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true  
and correct.

Signature of Claimant (s) George L. Hyde Date 5-8-90  
Althea R. Hyde Date 5-8-90

For Organizations: I do solemnly swear or affirm that I am \_\_\_\_\_ Title \_\_\_\_\_  
of \_\_\_\_\_, that I have signed the foregoing  
Organization  
document in the space below as \_\_\_\_\_ of \_\_\_\_\_  
Title Organization  
and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent \_\_\_\_\_  
Title and Organization \_\_\_\_\_ Date \_\_\_\_\_

State of Idaho/or \_\_\_\_\_ )  
County of Lemhi ) SS.

Subscribed and sworn (or affirmed) before me this 8<sup>th</sup> day of May 19 90

Notary Public [Signature]

Residing at Salmon, Idaho

My Commission Expires [Signature]

Please Print Name

17. Notice of Appearance:  
Notice is hereby given that I, Sherman F. Furey III will be acting as attorney at law on behalf  
of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above  
should be mailed to me at the address listed below.

Signature [Signature]

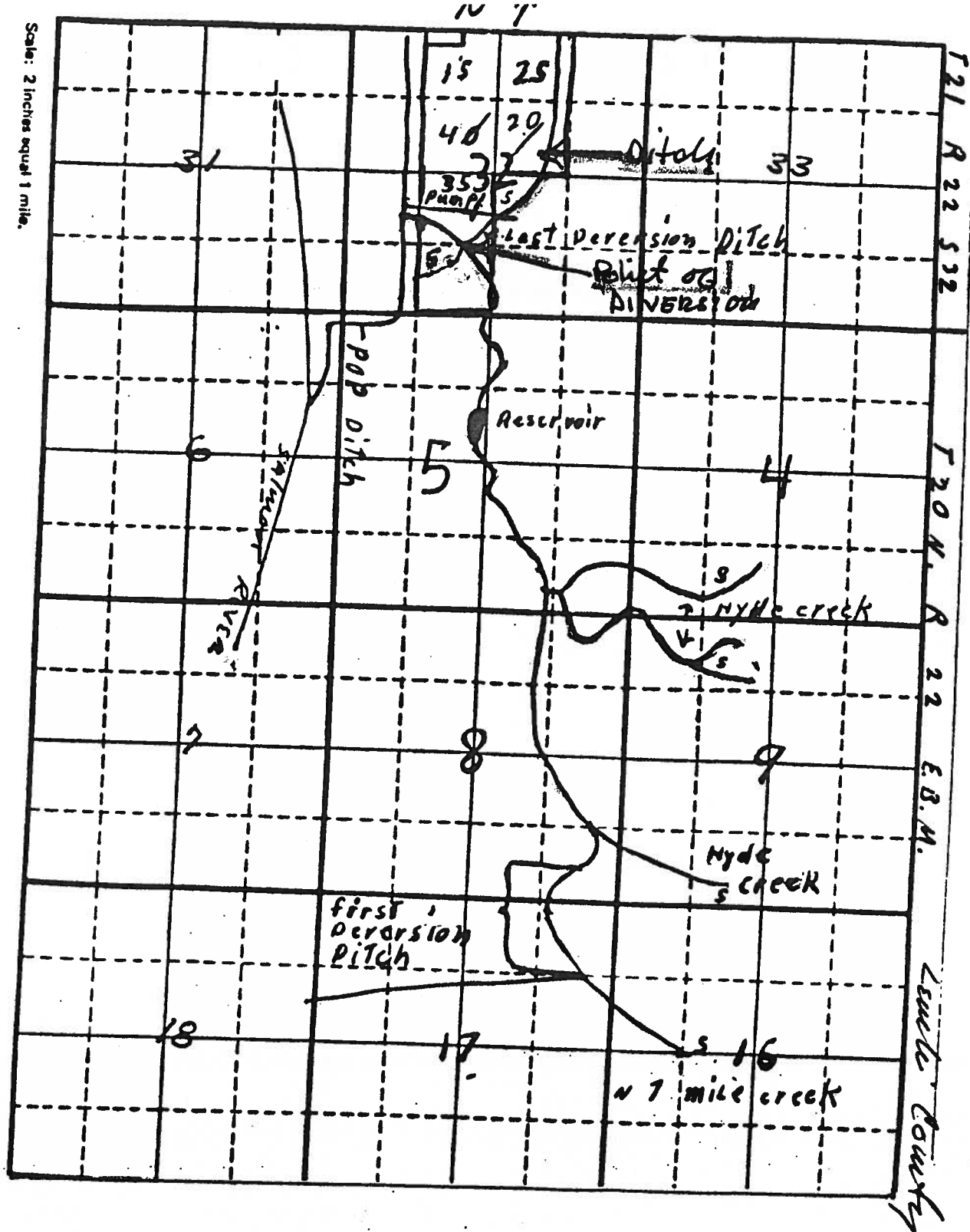
Address 116 N. Center, Salmon, Idaho 83467

Date MAY 8, 1990

Last Name Hyde Ident. Number \_\_\_\_\_

Copies White-State, Yellow-Claimant

Scale: 2 inches equal 1 mile.



CREEK AND RIVER  
 Ditch  
 PLACE OF USE

## **Exhibit 9c**

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION  
OF RIGHTS TO THE USE OF WATER FROM  
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Identification No. A75-10660Date Received 5/8/90Receipt Number 10006961

**NOTICE OF CLAIM  
TO A  
WATER RIGHT  
ACQUIRED UNDER STATE LAW  
For Domestic and/or Stockwater Purposes  
Where Daily Use is less than 13,000 gallons per day.**

Filing Fee \$25

Please type or print clearly

1. Name of Claimant (s) George L. Hyde and/or Althea R. Hyde Phone ( 208 ) 756-2621  
Mailing Address Star Route 1, Box 224-5, Salmon, Idaho Zip 83467

2. Date of Priority (Only one per claim) May 15, 1930 Month/Day/Year

3. Source of water supply (Check one) ( ☒ ) Groundwater or Other ( ) (a) \_\_\_\_\_  
Name or kind of source  
which is tributary to (b) \_\_\_\_\_

4. Location of point of diversion is: Township 21 N. Range 22 E.B.M.  
Section 32 1/4 of SW 1/4 of \_\_\_\_\_ 1/4, Govt. Lot \_\_\_\_\_, BM.,  
County of Lemhi

Additional points of diversion if any: None

5. Description of existing diversion works (Ditches, Wells, Pumps, Pipelines, Headgate Etc.), including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well. Well 33' deep, steel casing with G.E. surface pump

6. Water is claimed for the following: (limited to Domestic and/or Stockwater only. See Instructions.)

For Domestic purposes from 1/1 Month/Day to 12/31 Month/Day amount .04 (cfs)  
(Both dates are inclusive)  
For \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_ amount \_\_\_\_\_

7. Total quantity claimed .04 (cfs)

8. Total consumptive use claimed is de minimus

9. Non-irrigation uses. Describe fully. (Domestic: give number of households served if single ownership; Stockwater: Type and Number of livestock) Domestic - one household

10. Place of use is: Township: 21 N. Range 22 E.B.M.

Section 32, NE 1/4 of SW 1/4, Govt. Lot \_\_\_\_\_, B.M.,

for (Circle One) Domestic Stock Domestic and Stock  
Additional places of use, if any None

11. In which county (ies) are lands listed above as place of use located? Lemhi

12. Do you own the property listed above as place of use? Yes XX No \_\_\_\_\_  
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.

( ) None or \_\_\_\_\_

14. Remarks: \_\_\_\_\_

15. Basis of Claim (Circle One) Beneficial Use Posted Notice License Permit Decree

Court \_\_\_\_\_ Decree Date \_\_\_\_\_ Plaintiff vs Defendant \_\_\_\_\_

If applicable provide IDWR Water Right Number \_\_\_\_\_

16. Signature (s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understood the form entitled "How you will receive notice in the Snake River Basin Adjudication". (b.) I/We do \_\_\_\_\_ do not XX wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of Attachments None

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) George I. Hyde Date 5-8-90  
George I. Hyde

Althea R. Hyde Date 5-8-90

For Organizations: I do solemnly swear or affirm that I am \_\_\_\_\_

\_\_\_\_\_ Title  
of \_\_\_\_\_, that I have signed the foregoing  
Organization  
document in the space below as \_\_\_\_\_ of \_\_\_\_\_  
Title Organization

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent \_\_\_\_\_ Date \_\_\_\_\_

Title and Organization \_\_\_\_\_

State of Idaho/or \_\_\_\_\_ )  
County of Lemhi ) SS.

## NOTARIZATION REQUIRED FOR EACH CLAIM

Subscribed and sworn to (or affirmed) before me this 8<sup>th</sup> day of May 19 90

Notary Public [Signature]

Residing at Salmon, Idaho

My Commission Expires [Signature]

Last Name Hyde Ident No. \_\_\_\_\_

Copies: White-State, Yellow-Claimant

## **Exhibit 9d**

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION  
OF RIGHTS TO THE USE OF WATER FROM  
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Identification No. A75-10661Date Received 5/6/90Receipt Number MO06961

**NOTICE OF CLAIM  
TO A  
WATER RIGHT  
ACQUIRED UNDER STATE LAW  
For Domestic and/or Stockwater Purposes  
Where Daily Use is less than 13,000 gallons per day.**

Filing Fee \$25

Please type or print clearly

1. Name of Claimant (s) George L. Hyde and/or Althea R. Hyde Phone ( 208 ) 756-2621Mailing Address Star Route 1, Box 224-5, Salmon, Idaho Zip 834672. Date of Priority (Only one per claim) May 10, 1965 Month/Day/Year3. Source of water supply (Check one) (X) Groundwater or Other ( ) (a) \_\_\_\_\_  
Name or kind of source  
which is tributary to (b) \_\_\_\_\_4. Location of point of diversion is: Township 21 N. Range 22 E.B.M.  
Section 32, NE 1/4 of SW 1/4 of \_\_\_\_\_ 1/4, Govt. Lot \_\_\_\_\_, BM.,  
County of Lemhi

Additional points of diversion if any: \_\_\_\_\_

5. Description of existing diversion works (Ditches, Wells, Pumps, Pipelines, Headgate Etc.), including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well. Well 30' deep, steel casing with G.E. surface pump

6. Water is claimed for the following: (limited to Domestic and/or Stockwater only. See Instructions.)

For Domestic purposes from 1/1 <sup>Month/Day</sup> to 12/31 <sup>Month/Day</sup> amount .04 <sup>(cfs)</sup>  
(Both dates are inclusive)  
For \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_ amount \_\_\_\_\_

7. Total quantity claimed .04 (cfs)8. Total consumptive use claimed is de minimus9. Non-irrigation uses. Describe fully. (Domestic: give number of households served if single ownership; Stockwater: Type and Number of livestock) Domestic - one household

10. Place of use is: Township: 21 N. Range 22 E.B.M.  
Section 32, NE 1/4 of SW 1/4, Govt. Lot \_\_\_\_\_, B.M.,

for (Circle One) Domestic Stock Domestic and Stock  
Additional places of use, if any None

11. In which county (ies) are lands listed above as place of use located? Lemhi

12. Do you own the property listed above as place of use? Yes XX No 11006961  
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.  
(X) None or \_\_\_\_\_

14. Remarks: \_\_\_\_\_

15. Basis of Claim (Circle One) Beneficial Use Posted Notice License Permit Decree

Court \_\_\_\_\_ Decree Date \_\_\_\_\_ Plaintiff vs Defendant \_\_\_\_\_

If applicable provide IDWR Water Right Number \_\_\_\_\_

16. Signature (s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understood the form entitled "How you will receive notice in the Snake River Basin Adjudication". (b.) I/We do \_\_\_\_\_ do not XX wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of Attachments None

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) George L. Hyde Date 5-8-90

Althea R. Hyde Date 5-8-90

For Organizations: I do solemnly swear or affirm that I am \_\_\_\_\_

of \_\_\_\_\_, that I have signed the foregoing  
Organization  
document in the space below as \_\_\_\_\_ of \_\_\_\_\_  
Title Organization

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent \_\_\_\_\_ Date \_\_\_\_\_

Title and Organization \_\_\_\_\_

State of Idaho/or \_\_\_\_\_ )

County of Lemhi ) SS.

## NOTARIZATION REQUIRED FOR EACH CLAIM

Subscribed and sworn to (or affirmed) before me this 8<sup>th</sup> day of May, 19 90

Notary Public [Signature]

Residing at Salmon, Idaho

My Commission Expires [Signature]

Last Name Hyde Ident No. \_\_\_\_\_

Copies: White-State, Yellow-Claimant

## **Exhibit 9e**

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION  
OF RIGHTS TO THE USE OF WATER FROM  
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Identification No. A75-10662Date Received 5/8/90Receipt Number MO66961

**NOTICE OF CLAIM  
TO A  
WATER RIGHT  
ACQUIRED UNDER STATE LAW  
For Domestic and/or Stockwater Purposes  
Where Daily Use is less than 13,000 gallons per day.**

Filing Fee \$25

Please type or print clearly

1. Name of Claimant (s) George L. Hyde and/or Althea R. Hyde Phone ( 208 ) 756-2621Mailing Address Star Route 1, Box 224-5, Salmon, Idaho Zip 834672. Date of Priority (Only one per claim) April 2, 1988 Month/Day/Year3. Source of water supply (Check one) (X) Groundwater or Other ( ) (a) \_\_\_\_\_  
Name or kind of source  
which is tributary to (b) \_\_\_\_\_4. Location of point of diversion is: Township 21 N. Range 22 E.B.M.  
Section 32 , NE 1/4 of S1 1/4 of \_\_\_\_\_ 1/4, Govt. Lot \_\_\_\_\_, BM.,  
County of Lemhi

Additional points of diversion if any: \_\_\_\_\_

5. Description of existing diversion works (Ditches, Wells, Pumps, Pipelines, Headgate Etc.), including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well. Well 45' deep, 6" steel casing G.E. surface 1/2 horse pump

6. Water is claimed for the following: (limited to Domestic and/or Stockwater only. See Instructions.)

For Domestic purposes from 1/1 Month/Day to 12/31 Month/Day amount: .08 (cfs)  
(Both dates are inclusive)  
For \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_ amount \_\_\_\_\_

7. Total quantity claimed .08 (cfs)8. Total consumptive use claimed is de minimus9. Non-irrigation uses. Describe fully. (Domestic: give number of households served if single ownership; Stockwater: Type and Number of livestock) Domestic - two households

10. Place of use is: Township: 21 N. Range 22 E.B.M.  
Section 32, NE 1/4 of SW 1/4, Govt. Lot \_\_\_\_\_, B.M.,  
for (Circle One) Domestic Stock Domestic and Stock  
Additional places of use, if any None

11. In which county (ies) are lands listed above as place of use located? Lemhi 17-10661

12. Do you own the property listed above as place of use? Yes XX No \_\_\_\_\_ 1006961  
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.  
( ) None or Well with priority date of May 10, 1965 and well with priority date of May 15, 1930.

14. Remarks: \_\_\_\_\_

15. Basis of Claim (Circle One) Beneficial Use Posted Notice License Permit Decree  
Court \_\_\_\_\_ Decree Date \_\_\_\_\_ Plaintiff vs Defendant \_\_\_\_\_  
If applicable provide IDWR Water Right Number \_\_\_\_\_

16. Signature (s)  
(a.) By signing below, I/We acknowledge that I/We have received, read and understood the form entitled "How you will receive notice in the Snake River Basin Adjudication". (b.) I/We do \_\_\_\_\_ do not XX wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of Attachments None

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) George L. Hyde Date 5-8-90  
Althea R. Hyde Date 5-8-90

For Organizations: I do solemnly swear or affirm that I am \_\_\_\_\_ Title \_\_\_\_\_  
of \_\_\_\_\_, that I have signed the foregoing  
document in the space below as \_\_\_\_\_ Organization \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_ Organization \_\_\_\_\_  
and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent \_\_\_\_\_ Date \_\_\_\_\_  
Title and Organization \_\_\_\_\_

State of Idaho/or \_\_\_\_\_ )  
County of F. Lemhi ) SS.

### NOTARIZATION REQUIRED FOR EACH CLAIM

Subscribed and sworn (or affirmed) before me this 8<sup>th</sup> day of May, 19 90

Notary Public [Signature]  
Residing at Salmon, Idaho  
My Commission Expires [Signature]

Last Name Hyde Ident No. \_\_\_\_\_  
Copies: White-State, Yellow-Claimant

## Exhibit 9f

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION  
OF RIGHTS TO THE USE OF WATER FROM  
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 115-04304Date Received 5/8/90Receipt Number 11006961

NOTICE OF CLAIM  
TO A  
WATER RIGHT  
ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of Claimant (s) George L. Hyde and/or Althea R. Hyde Phone (208 ) 756-2621Mailing Address Star Route #1, Box 224-5, Salmon, Idaho Zip 834672. Date of Priority (Only one (1) per claim) April 15, 19313. Source of water supply (a) Pope ditch  
which is tributary to (b) Salmon River4. a. Location of existing point of diversion is: Township 21 N. Range 22 E. Section 32,  
SW 1/4 of SW 1/4 of SW 1/4, Govt. Lot, SW B.M., County of BemhiAdditional points of diversion if any: None

b. If instream flow, beginning point of claimed instream flow is:

Township SW Range SW Section SW, SW 1/4 of SW 1/4 of SW 1/4,Govt. Lot SW B.M., County of SWending point is: Township SW Range SW Section SW, SW 1/4 of SW 1/4 of SWSW 1/4, Govt. Lot SW B.M., County of SW5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),  
including the dates of any changes or enlargements in use, the dimensions of the diversion works as  
constructed and as enlarged and the depth of each well. Pump (a 30-hp 8-inch centrifugal) into  
12-inch pipe, 800 feet long

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For Irrigation purposes from 4/15 to 11/15 amount 3.0 cfs or \_\_\_\_\_

For \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_ amount \_\_\_\_\_ or \_\_\_\_\_

For \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_ amount \_\_\_\_\_ or \_\_\_\_\_

For \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_ amount 1100 cfs or \_\_\_\_\_

7. Total quantity claimed (a) 3.0 (cfs) and/or (b) \_\_\_\_\_ (acre feet)

8. Total consumptive use claimed is 362.50 acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) None

10. Description of place of use:

a. If water is for Irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

| TWP | RNG | SEC | NE 1/4 |       |       |       | NW 1/4 |       |       |       | SW 1/4 |       |       |       | SE 1/4 |       |       |       | Totals |
|-----|-----|-----|--------|-------|-------|-------|--------|-------|-------|-------|--------|-------|-------|-------|--------|-------|-------|-------|--------|
|     |     |     | NE1/4  | NW1/4 | SW1/4 | SE1/4 | NE1/4  | NW1/4 | SW1/4 | SE1/4 | NE1/4  | NW1/4 | SW1/4 | SE1/4 | NE1/4  | NW1/4 | SW1/4 | SE1/4 |        |
| 21N | 22E | 32  |        | 25    | 20    |       | 15     |       |       | 40    | 35     |       |       | 5     |        | 5     |       |       | 145    |
|     |     |     |        |       |       |       |        |       |       |       |        |       |       |       |        |       |       |       |        |
|     |     |     |        |       |       |       |        |       |       |       |        |       |       |       |        |       |       |       |        |
|     |     |     |        |       |       |       |        |       |       |       |        |       |       |       |        |       |       |       |        |
|     |     |     |        |       |       |       |        |       |       |       |        |       |       |       |        |       |       |       |        |
|     |     |     |        |       |       |       |        |       |       |       |        |       |       |       |        |       |       |       |        |
|     |     |     |        |       |       |       |        |       |       |       |        |       |       |       |        |       |       |       |        |

Total number of acres irrigated 145

11. In which county (ies) are lands listed above as place of use located? Lemhi

12. Do you own the property listed above as place of use? Yes X No \_\_\_\_\_

If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.

I.D.W.R. Water Right No. 75-04395 and 75-04393 or None ( )

14. Remarks:

Last Name Hyde Ident No. \_\_\_\_\_

Copies: White -State, Yellow-Claimant

15. Basis of Claim (check one) Beneficial Use X Posted Notice \_\_\_\_\_ License \_\_\_\_\_ Permit \_\_\_\_\_

Decree \_\_\_\_\_

If applicable provide IDWR Water Right Number 75-04394

Court \_\_\_\_\_ Case Number \_\_\_\_\_ Decree Date \_\_\_\_\_

Plaintiff vs Defendant \_\_\_\_\_

16. Signature (s)

(a.) By signing below, I/We acknowledge that I/We have received, read, and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do \_\_\_\_\_ do not XX wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments 2

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) George F. Hyde Date 5-8-90

Althea R. Hyde Date 5-8-90

For Organizations: I do solemnly swear or affirm that I am \_\_\_\_\_

Title

of \_\_\_\_\_, that I have signed the foregoing

Organization

document in the space below as \_\_\_\_\_ of \_\_\_\_\_

Title

Organization

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent \_\_\_\_\_

Title and Organization \_\_\_\_\_ Date \_\_\_\_\_

State of Idaho/or \_\_\_\_\_ )  
County of Lemhi ) SS.

Subscribed and sworn (or affirmed) before me this 8<sup>th</sup> day of May 19 90

Notary Public [Signature]

Residing at Salmon, Idaho

My Commission Expires Life

Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, Sherman F. Furey III will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature [Signature]

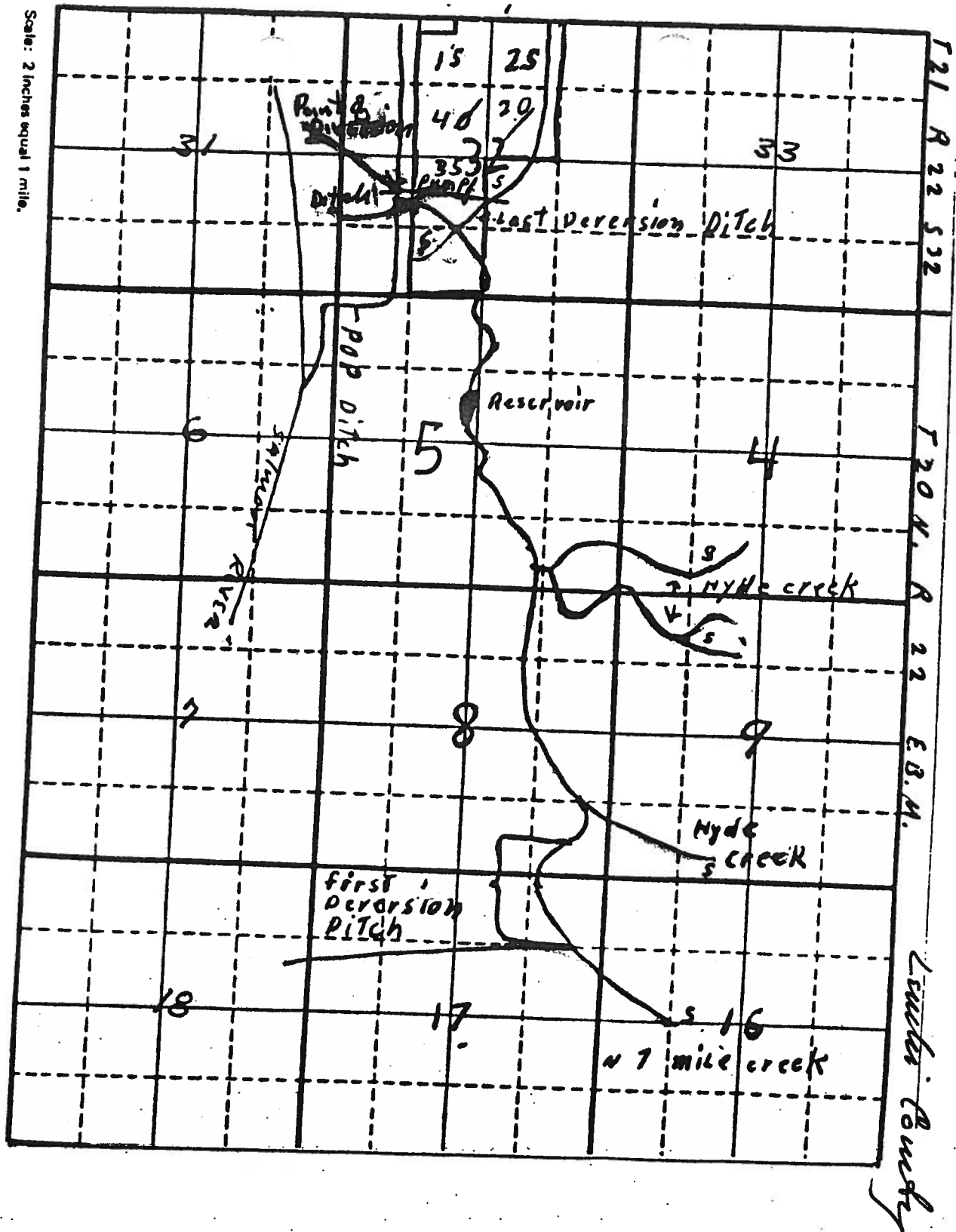
Address 116 N. Center, Salmon, Idaho 83467

Date May 8, 1990

Last Name Hyde Ident. Number \_\_\_\_\_

Copies White-State, Yellow-Claimant

Scale: 2 inches equal 1 mile.



## **Exhibit 10**



# NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type

(see instructions on back of page)

DATE OF CLOSING: January 15, 1992

LEGAL DESCRIPTION OF PROPERTY: Township \_\_\_\_\_ Range \_\_\_\_\_  
 Section \_\_\_\_\_, \_\_\_\_\_ 1/4 of \_\_\_\_\_ 1/4 of \_\_\_\_\_ 1/4, Govt. Lot \_\_\_\_\_, BM.  
 Lot \_\_\_\_\_, Block \_\_\_\_\_, Subdivision/Townsite \_\_\_\_\_.

If you have additional legal descriptions, please attach separate sheet. (See annexed Exhibit "A")

- ☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)
- ☒ Water Right Number(s) A75-10660, A75-10661, A75-10662, A75-04393,  
 Assigned by IDWR: A75-04395, A75-04394
- ☒ Name and Address of Former Owner/Claimant(s)(Seller): George L. Hyde and Althea R. Hyde  
Route 1, Box 224-5, Salmon, Idaho 83467
- ☒ New Owner/Claimant (Purchaser): Michael Joseph Tyacke  
1544 Garfield
- ☒ New Mailing Address: Idaho Falls, Idaho 83401
- ☒ New Telephone Number: (208) 526-1601
- ☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes XX no  
 If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

- ☐ Attach proof of ownership, describe proof attached: See annexed copy of recorded Deed  
 (proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)
- ☐ Signature of New Owner/Claimant(s) Michael J. Tyacke Date 3/6/93
- ☐ Signature of Former Owner/Claimant(s): \_\_\_\_\_ Date \_\_\_\_\_

(Signature of former claimant(s) is not required if proof of ownership is attached.)

**FOR IDWR USE ONLY:**

Initial Review and Data-Entry

Date: \_\_\_\_\_ By: \_\_\_\_\_

Further Action Needed:

Further Action Taken

Date: \_\_\_\_\_ By: \_\_\_\_\_

Final Review and Data-Entry

Date: \_\_\_\_\_ By: \_\_\_\_\_

Claim Numbers of Split, if any:

Original to be mailed to Idaho Department of Water Resources  
Copies to Former Owner and New Owner

## WARRANTY DEED

For Value Received, GEORGE L. HYDE and ALTHEA R. HYDE, husband and wife, the Grantors, do hereby grant, bargain, sell and convey unto MICHAEL JOSEPH TYACKE, a married man dealing with his sole and separate property, whose current address is 1544 Garfield, Idaho Falls, Idaho 83401, the Grantee, those premises in Lemhi County, Idaho, more particularly described on Exhibit "A" annexed hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever, reserving unto themselves, during the full term of their natural life, the right to retain the occupation, possession and control of the lands, premises and easement described on Exhibit "B" annexed hereto, and upon the death of both of the said Grantors, George L. Hyde and Althea R. Hyde, the title in fee simple to said premises shall become vested in Grantee, Michael Joseph Tyacke.

The said Grantors further do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that they are free from all encumbrances except the following:

1. Federal Land Bank Mortgage, recorded as Instrument No. 129035, records of Lemhi County, Idaho
2. Current taxes and assessments
3. The life estate as described hereinabove

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

DATED:

George L. Hyde  
George L. Hyde

Althea R. Hyde  
Althea R. Hyde

State of Idaho )  
County of Lemhi )

ss No. **218144**

This instrument was filed for record at the request of Bill Allen Escrow at 10:45 o'clock A. m. 3-29 19 93 and duly filmed and indexed in the records of Lemhi County

Alberta Wiederriek  
Ex-Officio Recorder

By Lennie Morton Deputy

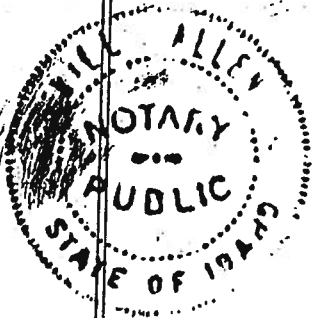
Fee: 12.00

EXHIBIT "A"

STATE OF IDAHO )  
                              : ss.  
County of Lemhi )

On this 24<sup>th</sup> day of FEBRUARY, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared GEORGE L. HYDE and ALTHEA R. HYDE, 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 seal the day and year in this certificate first above written.



*R. Allen*

Notary Public for Idaho  
Residing at Salmon, Idaho  
Commission Expires: 2/19/97

In the County of Lemhi, State of Idaho, to-wit:

The Southeast Quarter of the Southwest Quarter of Section 32, Township 21 North, Range 22 East of the Boise Meridian.

The Northeast Quarter of the Southwest Quarter, the East Half of the Northwest Quarter, the Northwest Quarter of the Northeast Quarter of Section 32, Township 21 North, Range 22 East of the Boise Meridian.

The Southwest Quarter of the Northeast Quarter of Section 32, Township 21 North, Range 22 East of the Boise Meridian.

EXCEPTING therefrom a part and portion of the Northeast Quarter of the Northwest Quarter of Section 32, Township 21 North, Range 22 East of the Boise Meridian, described as follows: Commencing at the Northwest corner of said Northeast Quarter of the Northwest Quarter, said Section, Township and Range, and running thence East along the North section line of said Section 32, 990 feet to a point, thence South 660 feet to a point, thence West 990 feet to a point, thence North 660 feet to the place of beginning; being the Northwest 15 acres of said Northeast Quarter of the Northwest Quarter of said Section 32.

TOGETHER WITH all water and water rights, ditch and ditch rights and grazing and range rights appurtenant thereto or used in connection therewith.

EXHIBIT "A"

A parcel of land located in the NE4SW4, Section 32, T. 21 N., R. 22 E., Boise Meridian, Lemhi County, Idaho, more particularly described as follows:

Commencing at the NW corner of said Section 32, from which the NE corner of Section 32, bears N. 89 degrees 54' 52" E., run thence S. 27 degrees 42' 49" E. a distance of 4393.77 ft. to the POINT OF BEGINNING.

Thence along the existing fence the following courses and distances;

N. 82 degrees 19' 37" W. 263.33 ft.;  
N. 27 degrees 41' 00" E. 116.81 ft.;  
N. 67 degrees 32' 25" E. 80.19 ft.;  
S. 59 degrees 06' 06" E. 199.93 ft.;  
S. 30 degrees 20' 26" W. 77.14 ft. to the  
POINT OF BEGINNING

PARCEL CONTAINS .70 ACRES

Also a 30 ft. wide easement for ingress and egress, 15 ft. on either side of the following described centerline.

Commencing at Southwesterly corner of the above described parcel run thence S. 07 degrees 40' 23" W. a distance of 15 ft. to the center of said easement; Thence the following courses and distance along said centerline;

S. 82 degrees 19' 37" E. 263.33 ft.;  
S. 76 degrees 40' 03" E. 63.79 ft.;  
N. 39 degrees 53' 52" E. 352.08 ft.;  
N. 45 degrees 54' 45" E. 207.00 ft.;  
N. 75 degrees 14' 23" E. 114.14 ft. to a point  
on the westerly right-of-way of any existing county  
road.