

RECEIVED

MAY 18 2011

DEPARTMENT OF
WATER RESOURCES

MEMORANDUM

TO: MONICA VAN BUSSUM, IDWR

FROM: NORM YOUNG, ERO *ny*

RE: DOCUMENTATION OF THE CITY'S ACQUISITION OF
RIGHT NOS. 75-17B AND 75-10075

DATE: May 18, 2011

The agreement resolving objections to IDWR's recommendations for partial decrees for Jesse Creek and tributaries provides for splitting Right Nos. 75-17B and 75-10075 each into two separate rights, one allowing diversion during the irrigation season and the other diversion during the winter season. The split rights for the winter season are to have a priority date based upon the City's acquisition of the rights. This memo describes the City's acquisition of these rights and includes documentation available for the lease or purchase of the rights.

Requested priority date for a winter season right split from Right No. 75-17B: August 18, 1961.

This right is for 12 miner's inches of the 75 miner's inches decreed to Dalmar Manful with a priority date of 1867 (1st priority for diversion and use from Jesse Creek). The City has used this right designated as Right No. 75-17 since 1961, first under an exchange agreement dated August 18, 1961 (Attachment 1), and then by purchasing the right in two separate transactions. A letter (Attachment 2) dated April 9, 1992 from Milt Slavin attorney for the City of Salmon to Tim Luke confirms use of water in accordance with the exchange agreement. Under the first purchase transaction, the City obtained Right No. 75-17B from Darrell C. and Joyce Aldous in 1973. IDWR approved Transfer No. 1773 in 1974 acknowledging use of water by the City under this purchase. The sales agreement (Attachment 3) is dated March 14, 1973. The remaining 63 miner's inches (Right No. 75-17A) of the Manful right was purchased by the City from Overacker in 1989, and IDWR approved Transfer No. 3615 changing that portion of the right for use in the City's water system.

Requested priority date for the split winter season right from Right No. 75-10075: April 12, 1940 based upon the date Right No. 75-18 was purchased by the City.

Right No. 75-10075 is a combination of Right Nos. 75-16 (100 miner's inches originally decreed to Andrews) and 75-18 (15 miner's inches originally decreed to Long). Both rights share a common priority date of 1867, which along with

previously discussed Right No.75-17, constitute the 1st right to divert and use the first 190 miner's inches (3.8 cfs) of water from Jesse Creek.

The City acquired Right No. 75-16 in a series of transactions:

GPRR	48.57"	(1921 Deed Attachment 4)
Edwards	2"	(1931 Deed Attachment 5)
Norton	10"	(1937 Deed Attachment 6)
Boomer	22"	(1937 Deed Attachment 7)
<u>Kelly</u>	<u>10"</u>	<u>(1937 City Council minutes Attachment 8)</u>
Total	92.57	miner's inches

This leaves 7.43 miner's inches of Right no. 75-16 not fully accounted for by the documents available to me at this time, but the City's ownership of the entire 100 inches of this right is confirmed by the Jesse Creek Watermaster's records for the 1939 to 1945 period. The watermaster's daily records for 1939 (Attachment 9) show the City as holding 1.88 cfs (94 miner's inches) of first priority right. The 1943 daily records (Attachment 10) show the City has 2.18 cfs (109 miner's inches) of first priority right and 4.58 cfs total rights from Jesse Creek. The 15 miner's inch increase in the amount of the first priority right reflects the City's purchase of Right No. 75-18 in 1940, discussed later in this memo. The watermaster's daily records for June 1944 (Attachment 11) show a maximum diversion rate by the City of 4.58 cfs. The watermaster's daily records for 1945 (Attachment 12) show that the City's maximum diversion had increased by 6 miner's inches to 4.70 cfs, and the City's diversion in August of that year was 2.30 cfs (115 miner's inches) at a time when stream flow was just adequate to supply the 3.8 cfs decreed to the first priority rights. This indicates that by 1945, the City had satisfied the watermaster and/or IDWR that it held the remaining 6 inches of Right No. 75-16 that had not been accounted for in the 1939 watermaster daily records.

The City acquired Right No. 75-18 in a single transaction:

Long	15"	(1940 Deed Attachment 13)
------	-----	---------------------------

Because the City acquired Right No. 75-16 in a series of transactions over a period of twenty years with nearly half of the right acquired in 1921 and because the exact date is not currently available for the acquisition of the remaining few inches of the right, the April 12, 1940 date of the last recorded transaction for the rights now numbered as Right No. 75-10075 is suggested as the priority for the winter season split right.

Note that the diversion rate recorded for the City in the June 1945 watermaster records was 4.7 cfs. This confirms that the City's system was capable of diverting more than 4.54 cfs to satisfy the rights now claimed for winter season use (i.e.; 75-17B, 75-2167, and 75-10075). I will review earlier records to confirm that the maximum diversion rate recorded for earlier years if you indicate that such a review will be useful to you.

Please give me a call if you have questions or need additional information.

Enc.: Attachments 1 through 13 noted in the above text.

AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of August 1961, by and between LES ALDOUS and MARGARET ALDOUS, husband and wife, DARRELL ALDOUS and JOYCE ALDOUS, husband and wife, ARTHUR ALDOUS and CLAIRE ALDOUS, husband and wife, and LESLIE ALDOUS and PATRICIA ALDOUS, husband and wife, parties of the first part and the CITY OF SALMON, a municipal corporation, the party of the second part, witnesseth:

WHEREAS, The parties of the first part are the owners of decreed waters of Jessie Creek near Salmon, Idaho, the quantities and priority dates of which are as follows:

1.5 cubic feet of water per second, or namely 75 inches, with priority date of 1867;

24 2/3 inches of water with priority date of 1868; and

A cubic foot of water per second, or namely 200 inches, with priority date of April 1, 1894;

as set forth in the official decree of Jessie Creek on file in the office of the Clerk of the District Court at Salmon, Idaho, to which reference is hereby made for any further or more particular and detailed description;

And the parties of the first part are also the owners of ranch lands near Salmon, Idaho, where said decreed waters have heretofore been used in accordance with said decree; and,

WHEREAS, The City of Salmon, Idaho, is in need of additional domestic water from Jessie Creek; and,

WHEREAS, The parties hereto desire to enter into this agreement whereby the City of Salmon will have the right to use 200 inches of said decreed water as above described in return for water being pumped by the City of Salmon to points on property owned by the parties of the first part.

NOW, THEREFORE, It is hereby understood and agreed that in consideration for the use of 200 inches of decreed water from Jessie Creek as above described owned by the parties of the first part, the said party of the second part shall install and maintain

WITNESSED
1961

POOR QUALITY

75-4217
75-4510

1 a pumping system and pay all costs of operation thereof and shall
2 place 150 inches of water to a point about 2800 feet from said
3 pump which said points are described as follows:

4 Commencing at the southwest corner of the NW $\frac{1}{4}$ of Section 31,
5 Township 22, North Range 22, E.B.M., in Lemhi County, State
6 of Idaho; run North 75° 38' E. 1842.8 feet to a point where
a valve shall be located;

7 and then by means of valves or otherwise will extend 100 inches
8 of said water, or namely 2 cubic feet of water per second, to a
9 point about 400 feet further than said first point, or a total of
10 3200 feet from the pumping station which said point is described
11 as follows:

12 Starting at the said southwest corner of the NW $\frac{1}{4}$ of said
13 Section 31, run North 70° 13' E. 2213.1 feet to a point
14 where another valve is to be located.

15 Both of said points where valves are to be located are in
16 the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 31; and, these points have been desig-
17 nated by the parties of the first part and the parties of the
18 first part hereby specifically grant to the party of the second
19 part the right to go upon the premises of the parties of the
20 first part for the purpose of installing and maintaining said pump
and irrigation system; and,

21 It is further understood and agreed that the water to be
22 pumped in accordance with this agreement shall come from the large
23 ditch or canal just North of Salmon, Idaho, in which the parties
24 of the first part have an interest and said interest to the extent
25 of 200 inches in said ditch or canal is hereby assigned to the
26 party of the second part during the term of this agreement, and
27 said party of the second part shall pay its portion of the ditch
28 or canal maintenance on the basis of said 200 inches, or namely
29 4 cubic feet of water per second.

30 It is further understood and agreed that this agreement shall
31 continue as long as the party of the second part performs in
32 accordance with the provisions hereof or until this agreement is

REPROFILMED
JUN 26 1992

POOR QUALITY

1 terminated by mutual consent of the parties, it being definitely
2 understood and agreed that all ditch and ditch rights, water and
3 water rights of the parties of the first part are to remain in
4 tact and shall not be altered or disturbed in any way by this
5 agreement except as set forth in said agreement.

6 It is also understood and agreed that the said party of the
7 second part shall save the said parties of the first part harmless
8 from any suits or litigation which may result from this agreement
9 by any other interested water user or users.

10 It is also understood and agreed that in the event of a
11 breakdown or if the party of the second part is unable to furnish
12 said water as herein agreed upon for any reason whatsoever, then
13 said party of the second part shall have a reasonable time within
14 which to repair the equipment and start the water going again in
15 accordance with this agreement, and if not so done within a
16 reasonable length of time, then the parties of the first part
17 shall have the right to again start using the above described
18 decreed water and use the same until the party of the second part
19 is able to furnish the water as herein agreed upon.

20 In determining what is a reasonable length of time under the
21 circumstances, the use to which the parties of the first part are
22 placing the water and the type of crops being grown by the parties
23 of the first part, shall be taken into consideration and be the
24 determining factor in deciding what constitutes a reasonable length
25 of time.

26 It is also understood and agreed that in the event there is
27 any surplus water remaining in Jessie Creek over and above the
28 said 200 inches, then and in that event the said parties of the
29 first part shall have the right to the use of the same.

30 IN WITNESS WHEREOF, The parties have hereunto set their hands,
31 the day and year first above written.

32

MICROFILMED
JUN 26 1992

POOR QUALITY

1 Les Aldous
2 Margaret Aldous
3 Darrell Aldous
4 Joyce Aldous
5 Arthur Aldous
6 Claire T. Aldous
7 Leslie R. Aldous
8 Patricia Aldous

PARTIES OF FIRST PART

CITY OF SALMON

16 ATTEST:

By Jim St. Lawrence
Mayor

17
18 Clerk

PARTY OF SECOND PART

19 STATE OF IDAHO

20 County of Lemhi--SS

21 On this 18th day of August, 1961, before me, the undersigned,
22 a Notary Public for Idaho, personally appeared Les Aldous and
23 Margaret Aldous, husband and wife; Darrell Aldous and Joyce Aldous,
24 husband and wife; Arthur Aldous and Claire Aldous, husband and
25 wife; and, Leslie Aldous and Patricia Aldous, husband and wife;
26 all known to me to be the persons whose names are subscribed to
27 the within instrument and acknowledged to me that they executed
28 the same.

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

32 Richard Hughes, Jr.
Notary Public for Idaho, Residing at Salmon, Idaho.

FRED H. SNOOK
LAWYER
SALMON, IDAHO

JUN 26 1992

POOR QUALITY

1 STATE OF IDAHO

2 County of Lemhi--SS

3 On the 18th day of August, 1961, before me, the undersigned,
4 a Notary Public for Idaho, personally appeared Wa. J. Cannon,
5 known to me to be the Mayor of the corporation that executed the
6 instrument and acknowledged to me that such corporation executed
7 the same.

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

11 *Frederick H. Snook*

12 Notary Public for Idaho, Residing at Salmon, Idaho.
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

RECORDED
JUN 26 1992

RECEIVED
APR 13 1992

Department of Water Resources

MILTON A. (JOCK) SLAVIN
ATTORNEY AT LAW1016 MAIN ST., P.O. BOX 1103, SALMON, IDAHO 83467
208/756-2030

April 9, 1992

State of Idaho
Department of Water Resources
Statehouse Mail
Boise, Idaho 83720-9000Attention: Tim Luke
Water Resource Spec.RE: Application for Transfer No. 3615 (Salmon City Water
Rights) Water Right No.s 75-0017A, 75-0019B and 75-0007

Dear Mr. Luke:

As a follow-up to our conversation on April 1, 1992, and as per your request, I will attempt to clarify some of your questions with regard to the application for transfer of Salmon City water rights.

Prior to the City of Salmon acquiring the water rights in question, the waters were used on the "Aldous" Ranch properties which are described in Exhibit "A" of the Sales Agreement and Warranty Deed from the Blackadar Estate to Mike and Merridee Overacker.

In 1961, while the "Aldous family" owned the ranch, they entered into an "Agreement" whereby the City of Salmon, during the times of short water months, would use the ranch's two older priority rights dated 1867 and 1868, consisting of approximately 100 inches. In exchange therefore, the City agreed to pump and pay for the pumping and delivery of approximately 150 to 200 inches of water from the Salmon River via the Norton Ranch, whereby the Aldouses would be assured a generous supply of water and the City would be entitled to use the Jesse Creek waters.

In 1971, when Aldouses sold their ranch to the Blackadar, Darrell Aldous kept approximately 40 acres and 12 inches of the earliest water right (1867). However, Darrell Aldous states that he was not able to receive the 12 inches of 1867 Jesse Creek water right because he was the last one on the ditch. Consequently Darrell Aldous sold his 12 inches of 1867 water right to the City of Salmon in 1973, which was then transferred to the City in 1974 and is evidenced in the documentation.

In 1989 the Overackers, who had leased the Blackadar Ranch properties, agreed to purchase the ranch properties consisting of approximately 300.572 acres. As part of the purchase/exchange Overacker agreed to sell the water rights to the properties to

Department of Water Resources
Tim Luke
April 9, 1992
Page Two

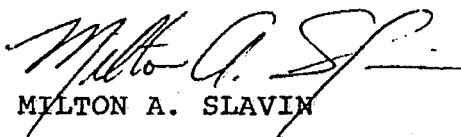
the City of Salmon. This included the remaining Jesse Creek water rights with priority dates of 1867, 1868 and 1894. In exchange therefore, the City was then released from any further pumping or water delivery obligations as per the 1961 agreement, and Overacker completed his application for water rights via the Salmon River delivered through the Norton ditch.

As a result, the City has used the 100 inches of earlier water rights of a priority date of 1867 during the short water months in exchange for pumping Salmon River water onto the properties since 1961.

The City, having purchased the water rights from Overackers, who are successors in interest to Blackadar and Aldous, now desire to transfer the point of diversion higher up on Jesse Creek in order to divert the waters into the city water treatment plant for distribution into the City water system.

Hopefully, this will satisfy any questions which you might have with regards to this application for transfer. If you have any further questions, do not hesitate to contact my office at your earliest convenience.

Very truly yours,



MILTON A. SLAVIN

MAS/rt

cc. City of Salmon Mayor

JUN 26 1992

SALES AGREEMENT

1 THIS AGREEMENT, Made and entered into this 14th day of March,
2 1973, by and between DARRELL C. ALDOUS and JOYCE ALDOUS, husband
3 and wife, of P.O. Box 807, Salmon, Idaho, 83467, hereinafter ref-
4 ferred to as "sellers", and CITY of SALMON, a duly incorporated
5 municipality, located within Lemhi County, Idaho, hereinafter re-
6 ferred to as "purchaser",

WITNESSETH:

7
8 That for and in consideration of the mutual covenants and
9 agreements hereinafter contained and the sum of TWO THOUSAND NINETY
10 TWO & .45/100 (\$2,092.45) DOLLARS, lawful money of the United States
11 of America to be paid as hereinafter provided, sellers agree to
12 sell and purchaser agrees to purchase all that certain personal
13 property more particularly described as follows to-wit:

14 All of sellers interest in and to a twelve (12") inch
15 water right, in Jesse Creek, and any tributaries there-
16 to, located near Salmon, Lemhi County, Idaho, which
17 said water right is represented to be the first water
18 right on said creek.

19 PURCHASE PRICE: It is understood and agreed by the parties
20 hereto that the total purchase price for the above described prop-
21 erty shall be \$2,092.45, lawful money of the United States, which
22 shall be payable as follows, to-wit:

23 Said amount has heretofore been paid to Fred Snook, Trustee,
24 and shall be held by him until this water transfer is approved by
25 the State Department of Water.

26 REPRESENTATIONS: Sellers hereby represent and warrant to the
27 purchaser, that they own said water right, free and clear, and that
28 said water right is the first right in and to Jesse Creek.

29 MISCELLANEOUS PROVISIONS: It is understood and agreed that
30 both the sellers and purchaser shall execute any and all application
31 forms that may be necessary to file with the State Department of
32 Water Administration to make this sale effective. That in the event
33 said state agency denies this application, it is hereby understood
34 and agreed that the purchase price hereby deposited to Fred Snook,
35 shall be refunded to the purchaser, and that both the sellers and

1 purchaser shall be released from the terms of this agreement.

2 LITIGATION FEES: In the event it becomes necessary for either
3 party to institute formal action to protect his rights under this
4 agreement, it is understood and agreed that the losing party shall
5 pay all costs in connection therewith, including reasonable attor-
6 ney's fees for the prevailing party.

7 HEIRS & ASSIGNS: It is understood and agreed that the stipu-
8 lations aforesaid are to apply to and bind the heirs, executors,
9 administrators and assigns of the respective parties. Time is the
10 essence of this agreement.

11 IN WITNESS WHEREOF, The said parties have hereunto set their
12 hands this _____ day of March, 1973.

13 Darrell C. Aldous
14
15 Joyce Aldous
16 SELLERS

CITY OF SALMON
By Wm. Carson
Mayor
ATTESTED TO:
Donald E. Neuman
Clerk

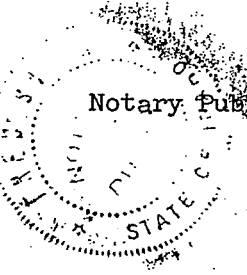
17
18
19 STATE OF IDAHO

20 County of Lemhi--SS

21 On this 14th day of June 1973, before me, the undersigned,
22 a Notary Public in and for said state, personally appeared Darrell
23 C. Aldous and Joyce Aldous, husband and wife, known to me to be the
24 persons whose names are subscribed to the within instrument and
25 acknowledged to me that they executed the same.

26 IN WITNESS WHEREOF, I have hereunto set my hand and affixed
27 my official seal this 14th day of June 1973.

28
29 [Signature]
30 Notary Public for Idaho, Residing at Salmon, Idaho.

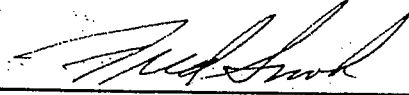


1 STATE OF IDAHO

2 County of Lemhi--SS

3 On this 14 day of March, 1973, before me, the undersigned,
4 a Notary Public in and for said state, personally appeared William
5 C. Cannon, known to me to be the Mayor of the City of Salmon, and
6 known to me to be the person whose name is subscribed to the within
7 instrument, and acknowledged to me that he executed the same.

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

11 
12 Notary Public for Idaho, Residing at Salmon, Idaho.
13

ADDENDUM TO SALES AGREEMENT

THIS ADDENDUM TO SALES AGREEMENT, Made and entered into this 12th day of June, 1973, by and between DARRELL C. ALDOUS and JOYCE ALDOUS, husband and wife, of P.O. Box 807, Salmon, Idaho 83467, hereinafter referred to as "sellers" and CITY OF SALMON, a duly incorporated municipality, located within Lemhi County, Idaho, hereinafter referred to as "purchaser",

WITNESSETH:

THAT WHEREAS, Said parties have heretofore entered into a Sales Agreement which is attached hereto; and,

WHEREAS, Said parties desire to add to said original Sales Agreement;

NOW THEREFORE, It is hereby understood and agreed that in addition to the compensation paid to the sellers, the purchaser shall also supply the sellers 30 inches of the exchange pump right supplied by the City of Salmon from the Norton ditch, which said 30 inch water right was reserved by the sellers in their Sales Agreement to Walter Blackadar.

IN WITNESS WHEREOF, The said parties have hereunto set their hands this

14th day of June, 1973.

CITY OF SALMON

Darrell C. Aldous

By

W. Cannon

Mayor

Joyce Aldous

SELLERS

ATTESTED TO:

Donald F. Rigney

Clerk

STATE OF IDAHO

County of Lemhi--SS

On this 14th day of June, 1973, before me, the undersigned, a Notary Public in and for said State, personally appeared Darrell C. Aldous and Joyce Aldous, 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 first above written.

Notary Public for Idaho, Residing at Salmon, Idaho.

STATE OF IDAHO

County of Lemhi--SS

On this 14th day of June, 1973, before me, the undersigned, a Notary Public in and for said State, personally appeared William C. Cannon, known to me to be the Mayor of the City of Salmon, and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Notary Public for Idaho, Residing at Salmon, Idaho.

128798

No. _____
State of Idaho) ss.
County of Lemhi)

This instrument was filed for
record at the request of _____
_____ Harold Neyman
at 11:25 o'clock A. M.
January 3 1975
and duly filmed and indexed in the
file of Agreements

Records of Lemhi County, Idaho
_____ Eleanor Aldous

Ex-Officio Recorder
By Harold M. Stulen
Deputy.

Fees 5.00 Paid _____

Harold Neyman, City Clerk
Salmon, Idaho

INDEXED

THIS INDENTURE, Made this third day of October, in the year of our Lord one thousand nine hundred and twenty-two between The Gilmore and Pittsburgh Railroad Company, Limited, a corporation duly organized and existing under the laws of the State of Idaho, the party of the first part, and the City of Salmon, a municipal corporation in the County of Lemhi, State of Idaho, the party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Six Thousand Nine Hundred Eighty-five and 50/100 Dollars (\$6985.50), lawful money of the United State, to it in hand paid by the said party of the second part, receipt whereof is hereby acknowledged, and in consideration of the conditions, covenants and agreements hereinafter contained and set forth, to be by the said party of the second part, its successors and assigns, met, kept and performed in manner and form as herein set forth, does by these presents grant, bargain, sell, convey and confirm unto the said party of the second part and to its successors and assigns forever, all right, title and interest of the said party of the first part in and to forty-eight and 57/100 (48.57) miner's inches, measured under a four inch pressure, of the first decreed right waters of Jesse Creek, in Lemhi County, Idaho, as the same was awarded and decreed to the grantors and predecessors in interest of the said party of the first part by and under the terms of that certain decree of the District Court of the Sixth Judicial District of the State of Idaho, in and for Lemhi County, appearing of record in the office of the Clerk of said District Court, in Judgment Book "A" at page 251, records of Lemhi County, Idaho.

Together with all of the rights, privileges and franchises incident thereto and appertaining to the right to the use of said water.

TO HAVE AND TO HOLD and to exercise the right to the use and enjoyment of the same unto the said party of the second part and to its successors and assigns forever. And the said party of the

first part, its successors and assigns, the said water right, in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against the said party of the first part, its successors and assigns, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, by reason of any right or claim thereto accruing previous to the date of this instrument, shall and will warrant and defend forever;

EXCEPTING and RESERVING from this grant, however, Two (2) miner's inches, measured under a four inch pressure, of said water, the title to which said reserved water shall be and remain in the said party of the first part.

And this conveyance is made upon the express conditions hereinafter set forth, and such conditions are understood and agreed by the parties hereto to be a part of the valuable consideration for this conveyance, and a failure on the part of the grantee herein to meet and comply with such conditions shall constitute a failure of the consideration for this conveyance and shall entitle the party of the first part to redress accordingly. The said conditions upon which this grant is based are as follows:

(a) The said party of the second part covenants and agrees to construct, at its own expense, a four inch water main extending from the present water main of its water works system to a point sixty-three and one-half (63½) feet south from the water tank belonging to the party of the first part, as it is now located at Salmon, Idaho, and connect the same with a tank or stand-pipe to be furnished in place by said party of the first part, and to maintain said water main and all other water mains connecting with the same in good conditions so as to convey to the right-of-way of the party of the first part, at the point hereinbefore designated, the said two miner's inches of water herein reserved to said party of the first part.

(b) The said party of the second part hereby covenants and agrees and binds itself, its officers and their successors and its successors and assigns to deliver to said party of the first part, free of charge, at the point hereinbefore designated on its right-of-

way premises, two miner's inches of water, or so much thereof as said first party may require, said water to be delivered at all times under proper and sufficient pressure to force the same into the water tank or standpipe of the party of the first part to the full capacity of said tank or stand-pipe. Provided, That whenever the use of the said two miner's inches of water herein reserved and excepted by this conveyance, or any part thereof, shall not be required by the said party of the first part then the said party of the second part shall be entitled to the free use of the whole, or such part thereof, as shall not, for the time being, be required by the said party of the first part; and the said party of the second part shall have a right to demand and receive said two miner's inches of water for conveyance through its water works system, in the manner and for the uses and purposes herein set forth. Provided further, however, that during freezing weather the said party of the second part, its successors and assigns, shall allow said two miner's inches of water, or its equal in quantity, to flow into and through the tank or stand-pipe of the party of the first part continuously, to the end that freezing of the water in said pipe-line, tank or stand-pipe so as to interfere with the free and proper use thereof may be prevented.

IN WITNESS WHEREOF, The said party of the first part, by resolution of its Board of Directors, hath caused these presents to be subscribed by its President and Secretary, and its corporate name and seal to be hereunto affixed, the day and year first above written.

THE GILMORE AND PITTSBURGH RAILROAD COMPANY,
LIMITED.

By Charles D. Innes, President.

R. A. Relf
Secretary.



STATE OF MINNESOTA,)
County of Ramsey.) ss.

On this 25th day of October, in the year 1922, before
me L. P. Fellows, a Notary Public in and for said
County and State, ^{Charles Donnelly} known to me to be the President of the corporation
that executed the within instrument, and acknowledged to me that
such corporation executed the same.

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

L. P. Fellows
Notary Public
Notary Public, Ramsey County, Minn.
My Commission Expires April 2, 1925.

APR 11

Recorded at the request of

City of Salmon,

April 7th, 1925.

of 15 minutes past 10 o'clock

A. M., to Book 26 of Deeds

pages 387 & 388 Records of Lands

County, Idaho

W. W. Simmons

County Recorder.

By *Morris H. Nuttall*
Deputy.

Fee \$2.50.

1250

Instrument No. 54023

THIS INDENTURE, Made the 21st day of September, 1931, by and between Anna E. Edwards, of Salmon, Idaho, a married woman dealing with her sole and separate property, the party of the first part, and the City of Salmon, a municipal corporation duly organized and existing under and by virtue of the Constitution and the Laws of the State of Idaho, party of the second part.

WITNESSETH:

That the said party of the first part, for and in consideration of the free delivery, her, her heirs, executors, administrators or assigns, of one-half of the water hereby conveyed, as hereinafter set forth and for the purposes hereinafter stated, does remise, release and forever quitclaim unto the said party of the second part, all rights, title and interest of said party of the first part in and to Two (2) miners inches of the decreed waters of Jesse Creek, in Lemhi County, Idaho, the same being a part of that certain water of Jesse Creek decreed to E. T. and W. S. Andrews under that certain decree of record in the office of the Clerk of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Lemhi, in Judgment Book "A", at page 251 thereof, with date of priority 1887, the same now being appurtenant to Lots 3 and 4 of Block 8 of Brooklyn Addition No. 1 to the Village of North Salmon, in the City of Salmon, Lemhi County, Idaho.

This conveyance is made subject to the following reservations and conditions, viz.,

That said Second party will take, receive and deliver to the party of the first part, her heirs, executors, administrators or assigns, at any point or points on its mains most convenient to said party of the first part, without charge therefor, an amount of water equal to one-half of all the water hereby conveyed, as the same is available and received by said second party under the terms and conditions of the above mentioned decree. Provided, that said second party shall not be required to store any water reserved for the use of said first party; and said second party shall at no time be required to deliver said first party an amount of water in excess of one-half of said water hereby conveyed.

It is also understood and agreed that said second party accepts this quit claim deed with the understanding and assurance that the said party of the first part, at the time conveying the same, has a clear title to the use of said water. And if by any reason or any defect in the title thereto at the time of this conveyance said second party shall fail to receive said water, then, in that event, said second party shall not be required to furnish any water to said first party as contemplated hereby or herein provided. And in that event no liability shall attach to either party by reason of the failure of said title, or the failure to deliver said water as herein provided.

That said party of the first part will, at her own cost and expense, purchase and install such meter or other measuring device for the measurement of said one-half of said water as may be required by said second party.

It is specifically understood and agreed that the water hereby reserved for the use of said first party shall only be delivered without charge to the property to which it is appurtenant, for the irrigation of gardens and/or trees; that if said first party shall ever use said water, or any part thereof, for any other purpose when the said second party is delivering water for the same purposes, the said second party shall be entitled to charge and collect for such use at the regular rates therefor.

Said Second party shall have the right at all times to use and dispose of the water herein reserved for the use of said first party, during all times when the same is not being used by the said first party.

If this indenture should be adjudged illegal, or should fail for any illegality thereof, the whole of said water rights shall immediately and ipso facto revert to the said party of the first part.

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

Anna E. Edwards (SEAL)

STATE OF IDAHO :
County of Lemhi : ss.

On this 30th day of September, 1931, before me, Erle H. Casterlin, a Notary Public for said County and State, personally appeared Anna E. Edwards, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

Erle H. Casterlin
Erle H. Casterlin
Notary Public for Idaho
Residence: Salmon, Idaho.

((SEAL))

Recorded at the request of T. J. Stroud July 1, 1940 at 26 minutes past 2 o'clock P. in Book 35 of Deeds page 284 Records of Lemhi County, Idaho.

W. W. Simmonds
County Recorder
By *W. W. Simmonds* Deputy

Fee: \$1.50

THIS INSTRUMENT Made this 6th day of November
 in the year of our Lord one thousand nine hundred and thirty-seven between
 CHARLES A. MORTON and HELEN M. MORTON, husband and wife,
 of Salmon County of Lemhi, State of Idaho
 the parties of the first part, and
 CITY OF SALMON, IDAHO, a municipal corporation,
 of Salmon 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
 TWO THOUSAND AND 89/100 (\$2000.89) - - - - - 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 its heirs and assigns forever, all of the following described real estate,
 situated in
 County of Lemhi, State of Idaho, to-wit:

All of the waters of Jessie Creek appurtenant
 to the NW 1/4, Section 31, Township 22 North, Range
 22 E. B. M., containing 20 acres, said water being
 a part of the waters awarded to Edwin T. Andrews by
 decree of the District Court hereinafter referred to
 in Book 1 of Judgments, page 251, and hereby warranted
 by the grantors herein to be not less than 1/2 cubic
 foot or 10 inches.

Together with all ditches and water rights or
 every nature and description belonging to the above
 described 20 acres of land located in Lemhi County,
 State of Idaho.



TOGETHER, With all and singular the tenements, hereditaments and appurtenances thereunto
 belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents
 issues and profits thereof, and all estate, right, title and interest in and to the said property as well
 in law as in equity, of the said parties of the first part.
 TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together
 with the appurtenances, unto the party of the second part, and to its 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, its 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 GUARANTEE.

THIS INDENTURE, Made this 6th day of November
 in the year of our Lord one thousand nine hundred and thirty-seven, between
 WILLIAM D. BOOMER and DELLA BOOMER, husband and wife,
 of , County of Lemhi, State of Idaho,
 the parties of the first part, and
 CITY OF SALMON, a municipal corporation
 of Salmon, 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
 FOUR THOUSAND FOUR HUNDRED AND NO/100 (\$4,400.00) - - - - - 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 its heirs and assigns forever, all of the following described real estate,
 situated in , County of Lemhi, State of Idaho, to-wit:

All the right title and interest of the parties
 of the first part in and to the waters of Jesse
 Creek, Lemhi county, State of Idaho, and herein
 warranted to be not less than 22 inches, said waters
 having been decreed by the district court of the
 State of Idaho and recorded in Book A of Judgments
 on Page 251, and the land on which this water has
 been used for irrigation purposes being a part of
 the S¹/₄ and the N¹/₄ of section 31 in Township
 22 North Range 22 East of the Boise Meridian, Lemhi
 County, State of Idaho.

This water is first right water.



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

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together
 with the appurtenances, unto the party of the second part, and to its 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, its 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

William D. Boomer [Seal]

Della Boomer [Seal]

[Seal]

[Seal]

STATE OF IDAHO,

County of Lemhi

} ss.

On this 6th day of November in the year 19 37, before me Frederick Hughes Snook, a Notary Public

in and for said State, personally appeared William D. Boomer and Della Boomer, 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.

Frederick Hughes Snook
Notary Public for the State of Idaho,
Residing at Salmon, Idaho.

No. 5-1111-68

WARRANTY DEED

William D. Boomer

-TO-

Dated 19 37

STATE OF IDAHO,

County of

I hereby certify that this instrument was filed

for record at request of

City of Salmon

at 22 minutes past 1

o'clock P. M. this 15th day

of March, A. D. 19 39

in my office, and duly recorded in Book 31

of Deeds at page 488

W.W. Simmonds,

Ex-Officio Recorder.

By Frederick Hughes Snook Deputy.

Fees, \$ 1.25

Mall to

Valid EXEMPT FROM CO. DUTY, NAME 613-A

Compared

Index - Direct

October 18, 1937

This is a meeting of the Adjourned regular meeting, called pursuant to the rules of the City Council, and held in the City Hall on Terrace St.

The following officers and Councilmen were present;

Mayor	Chas. F. Hammer
Clerk	Roy L. Shoup
City Atty.	Fred H. Snook
City Treas.	J. Chas. Herndon
Councilmen	L. J. Bills
	V. R. Bell
	A. M. Bradshaw
	Wayne Merrick
	E. O. Ward
	D. L. Nichols

Those being absent were;

Rity Water Supt. Virgil Harris.

The Council listened to a request by V. H. McDonald, in behalf of the American Legion, for assistance in connecting with the City Sewer on Lena St. This request was granted if there was any means found whereby the City could defray the costs of such assistance.

A request for a permit to construct a Frame stucco building at the corner of Andrews and Lena St., by the American Legion, was approved by the following motion.

Motion by Councilmen Bradshaw, seconded by Councilman Bell; That the American Legion be granted a Permit to build as per their request.

Those voting "AYE" or in favor of the Motion were;

Councilman Bills
Bell
Bradshaw
Merrick
Nichols
Ward

Those voting "NAY" there were none. Thereupon the Mayor declared the Motion Carried.

The following water use permits were presented; Fred White, O. M. Gaver, C. F. Hammer, and E. Stewart.

Motion by Councilman Bills, seconded by Councilman Nichols; That the above permits be granted.

Those voting "AYE" or in favor of the motion were

Councilman Bills
Bell
Bradshaw
Merrick
Nichols
Ward

Those voting "NAY" there were none; thereupon the Mayor declared the motion Carried.

A request for a permit to construct a wood shed in the rear of the house he is renting was presented by Al Atkins.

Motion by Councilman Bell, seconded by Councilman Bell; That the above request be granted.

Those voting "AYE" or in favor of the motion were;

Councilman Bills
Bell
Bradshaw
Merrick
Nichols
Ward

Those voting "NAY" there were none. Thereupon the Mayor declared the motion passed.

The next business was the discussion of the purchase of the following water and land.

Chas. A. Norton	10 inches of water & 2000.00 per inch	\$2000.00
Wm. Boomer	10 in. water & 400.00 per inch	400.00
Harry Kelly	10 in. water & 400.00 per inch	400.00
	Total	\$2800.00

The Council was of the opinion that the above should be purchased and instructed the Finance Committee to work out the plan whereby the said water and land could be purchased.

There being no other business to come before the meeting it was adjourned to convene in regular session Nov. 1, 1937.

Attest

Roy L. Shoup
Roy L. Shoup, City Clerk.

Signed *Chas. F. Hammer*
Chas. F. Hammer, Mayor

November 1, 1937

the City of

City
City

City
City

City
City

City
City

City
City

City
City

City
City

City
City

City
City

City
City

City
City

City
City

City
City

City
City

City
City

City
City

City
City

City
City

City
City

City
City

21 November 1937

A verbal request was made for the installation of Street lights at the following intersections, Union Ave. & Church St., Hope Ave. & Church St. by the following residents and tax payers in that vicinity. Mr Ray Dryer, John Buster, Glenn Hatch and A. Schlahuber. A light was also requested by Frank Soliday and R.L. Shoup at the corner of Lena St. and Church St. The above requests were referred to the Committee on Water and Lights.

The water application of Jess Richardson was read and approved by motion of Councilman Bradshaw and seconded by Councilman Bills.

R.P.A. Engineer Jay Painter appeared before the Council and asked thier approval of the repair of the bridge across the East end of Main St. approval was given.

The following Motion was presented and voted on.
Motion by Councilman A.K. Bradshaw, seconded by Councilman L.J. Bills; That the City purchase the following Water and Land,

From Chas. A. Norton 10 inches of water in Jesse Creek
and
40 A. land in the Manhattan Addition is.

Priced	Chas. A. Norton	10 inches of water	\$200.00 per in.	\$2000.00
	Wm. Boomer			2400.00
	Harry Kelly			5000.00
			Total	\$9900.00

Payments to be made in the following manner:

Chas. A. Norton	Cash Payment	\$ 200.00	Monthly payments	\$ 60.00
Wm. Boomer		1500.00		140.00
Harry Kelly		1200.00		100.00

Sources of Funds:

General Fund, Miscellaneous a/c	\$ 500.00
" " Equipment a/c	750.00
Cemetery Fund, Operation & Maintenance a/c	2500.00
Waterworks O. & M. a/c, \$300.00 per month for 19 months	5700.00
Total	\$9450.00

This leaves a balance of \$450.00 that will be assumed by the Cemetery O. & M. a/c at the end of payment period.

Those voting "AYE" or in favor of the Motion were,

Councilman L.J. Bills
A.M. Bradshaw
Wayne Merrick
D.L. Nichols.

Those

Those voting "NAY" or not in favor of the Motion: There were none. Thereupon the Mayor declared the Motion Passed and instructed the City Atty. to proceed with the drawing up of the necessary contracts with the above parties.

There being no other business to come before the meeting it was adjourned subject to call according to the rules governing said Council.

Signed Chas. F. Hanmer
Chas. F. Hanmer Mayor

Attest Roy L. Shoup
Roy L. Shoup, City Clerk.

December

This is t
pursuant to th

The foll

The mini

The curr

To whom Issued
Public Librar
Stanley Rubbs
Dan O'Connell
Idaho Power
Clark Conner
American Nat
Virgil Harri
Fred Neumann
Waterworks E
County Treas
Lemhi Plumb
Benedict Tru
Beers Haw. &
Economy Cash
Havenmann Edw
William Boon
Chas. A. Nor
Harry Kelly
Lemhi Motor
W.W. Simmonds
City of Salm
Fred Niemann
Virgil Harri
Chas. Allin
Kenneth Griff
Roxy Theatre
W.C. Smith Tr
Maude H. Vit
Salmon Fuel
Standard Oil
City of Salm
American Na
J. Chas. Her
Ren Mand
A.M. Bradsha
L.J. Bills
Wayne Merri
D.L. Nichols
Recorder Be
City of Sal
Stanley Ent
J. Chas. Her
American Na
Burch McDo
Havenmann H
H. Biecker
Water Work
Harry Carl
American Na
Sheldon Ed
Burch McDo
H.W. Bradle
H.W. Bradle

Appli
by proper
Appli
The Applic
Light

This meeting was held for the purpose of discussing the appropriation of monies from the Waterworks Fund, not otherwise spent, to pay the balance due on the Escrow a/cs of A.A. Norton, Wm Becker, and Harry Kelly in the amount of \$1700.00.

Those voting "AYE" or in favor of the motion were;

Those voting "YAY" or against the motion there were none, thereupon the Mayor motion passed and ordered the warrants drawn.

proved by

Major	Chas. F. Hammer
Clerk	Roy L. Shoup
Councilman	V.H.Bell
	L.J.Bills
	A.M.Bradshaw
	D.L.Nichols
	N.O.Ward
	E.A.Smith
Attorney	Fred H. Snook
Treasurer	J.W.Herndon
Supt.	Virgil Harris

Attorney Fred H. Snook
Treasurer J.W. Herndon
Supt. Virgil Harris

There being no other business to come before the meeting it was regularly moved, seconded and passed to adjourn.

Signed Chas F Hammer
Chas, F. ~~Hammer~~ Hammer, Mayor

Attest: ROY L. SHOUP, CLERK.

EASTPORTMENT
42 INCHES WATER

City Council Held Special Meeting Monday

A special meeting of the city council was held Monday night, the last of the month, at 7 o'clock, when the following members were present: Mayor, Aldermen 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826,

Knepper and Dr. McFarland other members. L.J.Bills was appointed Secretary.

L.J.Bills was duly elected ^{New President} Chairman of the City Council.

~~It was decided to purchase the land for the cemetery in Brooklyn sub division of Salmon, the City Engineer A.C.Merritt was requested to make a preliminary survey.~~

In the matter of improving the Cemetery lots in Brooklyn sub division of Salmon, the City Engineer A.C.Merritt was requested to make a preliminary survey.

There being no other business, meeting adjourned subject to call of the Mayor.

Chas F. Hammer
Mayor

T. J. Lister
Clerk

~~CONFIDENTIAL~~

WATER MASTER'S DAILY RECORD

P. O. Address.....

—◆◆◆—

COMMISSIONER OF RECLAMATION
BOISE, IDAHO

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

Acres Culti- vated	Sec.	Twp.	Rce.
--------------------------	------	------	------

[illegible]

2

Name of Present Owner

Address

**Name or
Number of
Right as Shown
in Decree**

Priority Date

Amount Sec. Feet

Total Right
Sec. Feet

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

DAYS OF MONTH

Cultivated Acres

See:

7570.

Re

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	Total
John Cole	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	18.00
John Coleman	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	18.00
John Smith	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	18.00
John Brown	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	18.00
John White	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	18.00
John Black	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	18.00
John Green	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	18.00
John Gray	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	18.00
John King	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	18.00
John Hall	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	18.00
John Young	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	18.00
John Adams	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	18.00
John Baker	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	18.00
John Clark	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	18.00
John Evans	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	18.00
John Foster	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	18.00
John Gibson	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	18.00
John Hart	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	18.00
John Hill	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	18.00
John Jones	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	18.00
John Kelly	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	18.00
John Lewis	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	18.00
John Martin	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	18.00
John Miller	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	18.00
John Moore	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	18.00
John Parker	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	18.00
John Reed	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	18.00
John Scott	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	18.00

PROPERTY OF THE STATE OF IDAHO

FORM NO. 300-W

WATER MASTER'S
DAILY RECORDStream *Jesse Creek*Water District *No. 3-1*Month of *May*, 19*45*Water Master *J. E. Coates*P. O. Address *Samoa, Ida*

— KODAK —

Ten days after the close of the irrigating season the Water Master must forward this book to

COMMISSIONER OF RECLAMATION
BOISE, IDAHO

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

Month of *January*

Name of Present Owner

Date

Sec. Feet

ht

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

DAYS OF MONTH

Acres Cultivated

Sec.

Twp.

Rce.

Name of Present Owner	16	17	18	19	20	21	22	23	24	25	Acres Cultivated	Sec.	Twp.	Rce.
<i>John Cole</i>	<i>6.00</i>	<i>6.00</i>	<i>6.00</i>	<i>6.00</i>	<i>6.00</i>	<i>6.00</i>	<i>6.00</i>	<i>6.00</i>	<i>6.00</i>	<i>6.00</i>				
<i>Wm. S. Sisson</i>	<i>4.75</i>	<i>4.75</i>	<i>4.75</i>	<i>4.75</i>	<i>4.75</i>	<i>4.75</i>	<i>4.75</i>	<i>4.75</i>	<i>4.75</i>	<i>4.75</i>				
<i>Edw. F. Frazier</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>				
<i>Wm. Price</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>				
<i>Geo. Linton</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>				
<i>Geo. Oliver</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>				
<i>John F. Long</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>				
<i>Wm. H. H. H.</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>				
<i>Wm. H. H. H.</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>				
<i>H. Martin</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>				
<i>Wm. D. Austin</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>				
<i>Wm. D. Austin</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>				
<i>Edw. Frazier</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>				
<i>Edw. Frazier</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>				
<i>Edw. Frazier</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>				

98

Sec. Feet

glit

Total
in 24-hour
Sec. Feet

Remarks

**Across
Culti-
vated**

Sec.

d.w.I,

५३५

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

DAYS OF MONTH

Name of Present Owner

Indian Lake	/ .50	/ .50	/ .50	/ .50	/ .50	
Paddy Salmon	2 .30	2 .30	2 .30	2 .30	2 .30	

Elect Parker
 Chase Fox
 Geo. Thurston
 Geo. Oliver
 John D. and
 J. M. Green of Al
 lah, or May over
 Ward shot
 H. Martin
 Matt. Brewster
 W. D. Brown
 John Green
 John Fox
 James Fox

10/1/66

THIS INDENTURE Made this 12th day of April in the year of
our Lord one thousand nine hundred and -forty- between
JOHN H. LONG

_____, the party _____ of the first part, and
CITY OF SALMON, a municipal corporation existing under and by virtue
of the laws of the State of Idaho, _____ the party _____ of the second part.

WITNESSETH, That the said party _____ of the first part, for and in consideration of
THREE THOUSAND AND NO/100 (\$3,000.00) - - - - - DOLLARS,
lawful money _____ of the United States of America, to him
in hand paid by the said party _____ of the second part, the receipt whereof is hereby acknow-
ledged, has GRANTED, BARGAINED and SOLD and by these presents does
GRANT, BARGAIN, SELL, CONVEY, and CONFIRM unto the said party _____ of the
second part, and to its _____ heirs and assigns forever all the right to the use
of the waters of Jessie Creek and its tributaries as shown by Decree
of the District Court of the Sixth Judicial District of the State of
Idaho, in and for the County of Lemhi, and recorded in Volume "C" of
Judgments at pages 294 to 297, and guaranteed and warranted by the
party of the first part to be at least 15 inches.

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

TO HAVE AND TO HOLD all and singular the above mentioned and described premises,
together with the appurtenances, unto the party _____ of the second part, and to its heirs
and assigns forever. And the said party _____ of the first part, and his heirs, the said prem-
ises in the quiet and peaceful possession of the said party _____ of the second part, its heirs
and assigns, against the said party _____ of the first part and his heirs, and against all and
every person and persons whomsoever, lawfully claiming or to claim, the same shall and
will warrant and by these presents forever defend.

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

Signed, sealed and delivered in the presence of

John H. Long (SEAL)

_____ (SEAL)

STATE OF CALIFORNIA

County of Monterey

ss

~~State of Idaho~~
~~County of Lemhi~~

On this 13th day of April May in the year 1940 before
me, B. J. Segue a Notary Public
State, in and for the said ~~County~~, personally appeared John H. Long

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

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

B. J. Segue
Notary Public for California,
Residing at Carmel, California.

No. 55352

WARRANTY DEED

JOHN H. LONG,

to

CITY OF SALMON, a municipal
corporation

Dated _____, 193__

State of Idaho, } ss.
County of Lemhi, }

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

T. J. Stroud
at 9 minutes past 3 o'clock.
P. M., this 12th day
of April, 1941, 1938
in my office, and duly recorded in Book
35 of Deeds at page 562

W. W. Simmonds

Ex-Officio Recorder

By Clover Edwards Deputy

Fees \$1.25

FOR SALE BY RECORDER HERALD, SALMON, IDAHO

Compared ☒
Indexed ☒ Direct ☒