

01/05/2006 RECEIVED

NOTICE OF ERROR
REPLY

FEB 09 2006

DEPARTMENT OF
WATER RESOURCES

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: March 3, 2006

Water right number: 77-4169Q

TRAILS END SUBDIVISION

C/O LINDA CROSS

5415 CUSTER RD

NEW PLYMOUTH ID 83655

Telephone Number: (208)278-5213

ADDRESS Change ONLY
5405 Custer Road

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

2. Describe the changes you wish to make in the proposed recommendation:

3. Give a brief explanation as to why you disagree with these portions:

X I AGREE with this proposed recommendation: no changes need to be made.

DATE: 2-7-06 SIGNATURE: Linda Cross

Please print your name: Linda Cross

IDWR State Office, 322 E Front St
PO Box 83720, Boise, ID 83720-0098, (208) 287-4800

SCANNED

04/01/2005

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 77-4169Q

NAME AND ADDRESS: TRAILS END SUBDIVISION
C/O LINDA CROSS
5415 CUSTER RD
NEW PLYMOUTH ID 83655

SOURCE: PONY CREEK

TRIBUTARY: SOUTH FORK SALMON RIVER

QUANTITY: 0.120 CFS

PRIORITY DATE: 05/01/1869

POINT OF DIVERSION:

T21N R07E S2 NWSW Within VALLEY County

PURPOSE AND

PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

05/01 10/31

0.120 CFS

PLACE OF USE: IRRIGATION Within VALLEY County

T21N R07E S02 Lot 2 NWNE 6.0

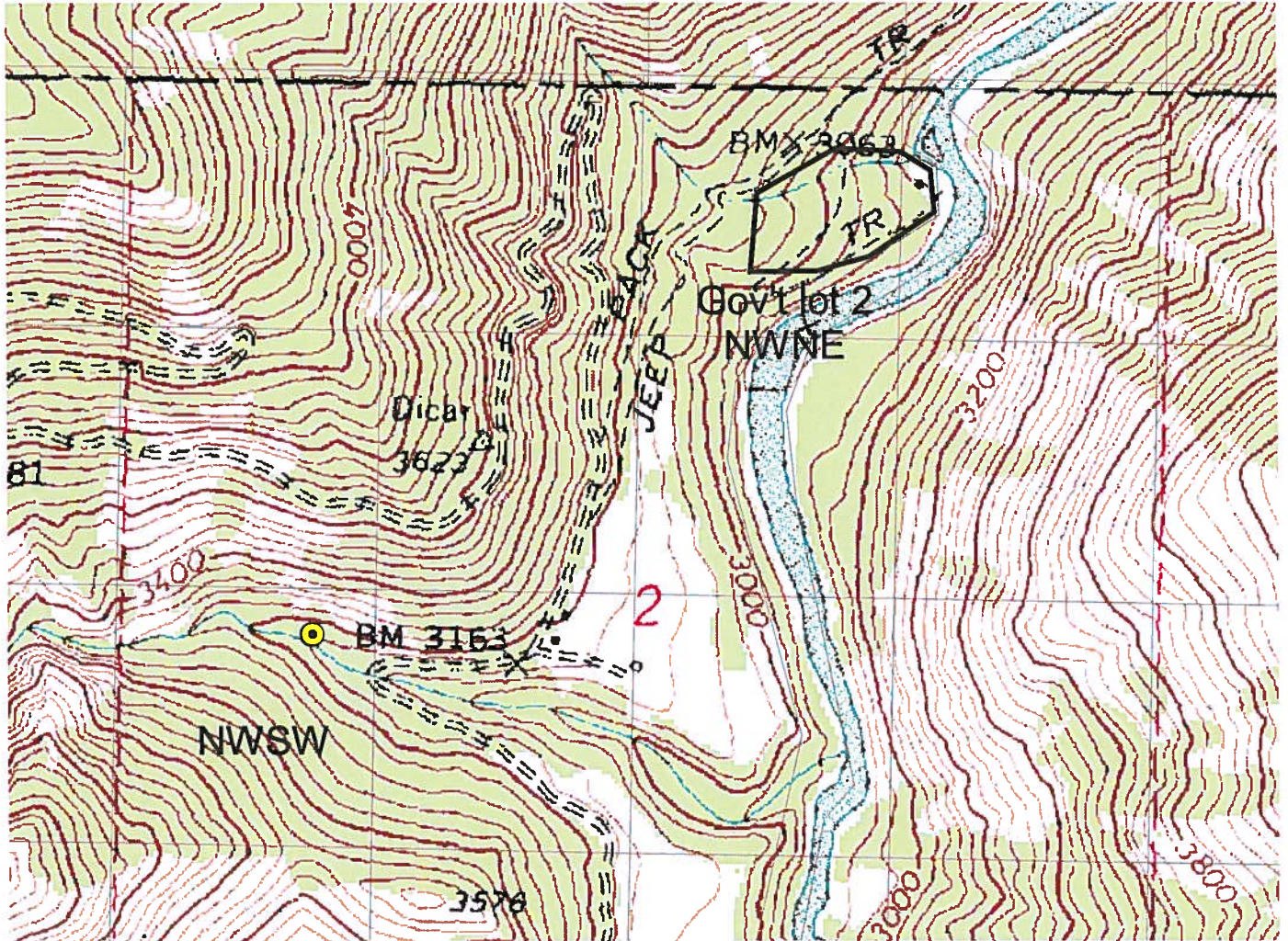
6 ACRES TOTAL

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: Beneficial Use

77-4169Q



0 600 1200 Feet



Section 2
T21N R7E



● Point of Diversion

□ Place of Use

Map prepared on April 1, 2005
By Kenneth Knoblock
Idaho Department of Water Resources

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: A77-04169Q
Date Received: 5/ 4/1999
Receipt No: W025155
Received By: TRD

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: TRAILS END SUBDIVISION 208-278-5213
Address: C/O LINDA CROSS
5415 CUSTER ROAD
NEW PLYMOUTH ID 83655
2. Date of Priority: MAY 1, 1869
3. Source: PONY CREEK Trib. to: SALMON RIVER, SOUTH FORK
4. Point of Diversion:
- | Township | Range | Section | 1/4 of | 1/4 of | 1/4 | Lot | County |
|----------|-------|---------|--------|--------|-----|-----|--------|
| 21N | 07E | 2 | NW | SW | | | VALLEY |
5. Description of diverting works:
PVC PIPING IN ORIGINAL DITCH TO PLACE OF USE
6. Water is used for the following purposes:
- | Purpose | From | To | C.F.S | (or) | A.F.A. |
|------------|-------|-------|-------|------|--------|
| IRRIGATION | 05/01 | 10/02 | 0.120 | | |
7. Total Quantity Appropriated is:
0.120 C.F.S. (and/or) A.F.A.
8. Total consumptive use is Acre Feet Per Annum.
9. Non-irrigation uses:
10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
21N	07E	2	NW	NE	2	IRR	6.0

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	6.0
					Total Acres	6.0

11. Place of use in counties: VALLEY

12. Do you own the property listed above as place of use? NO

13. Other Water Rights Used:

14. Remarks:

THIS RIGHT HAS BEEN SPLIT AND CLAIMED AS FOLLOWS:

A77-04169A - SYLVIA MCCLAIN - .04 CFS - DOMESTIC YARD
A77-04169B - JULIE SCHWANE - .20 CFS - 4 HOMES & 10 ACRES.
A77-04169C - EST. OF TERRY BARKELL - .069 CFS - DOMESTIC & 3 AC.
A77-04169D - LECLAIR - .04 CFS - 1 HOME & 1/2 ACRE.
A77-04169E - ROD BARKELL - .04 CFS - 1 HOME.
A77-04169F - JOHN BARKELL - .04 CFS - 1 HOME.
A77-04169G - SHERRY SHIBLER - .04 CFS - 1 HOME.
A77-04169H - FRANK CARR - .04 CFS - 1 HOME.
A77-04169I - TERESA CARR - .04 CFS - 1 HOME.
A77-04169J - WAYNE ENGLEHORN - .04 CFS - 1 HOME.
A77-04169K - BOHNHOFF - .04 CFS - 1 HOME.
A77-04169L - MICHAEL DORRIS - .07 CFS - 1 HOME & 1 ACRE.
A77-04169M - JOHN ARMSTRONG - .04 CFS - 1 HOME.
A77-04169N - LEAVITT - .04 CFS - 1 HOME.
A77-04169O - JUDD - .04 CFS - 1 HOME.
A77-04169P - STEWART - .34 CFS - 17 ACRES - SEE NO. A77-13844.
A77-04169Q - TRAILS END SUBDIVISION 6 ACRES, LOTS 22, 26, 27, 28, 31 & 46.

PROPERTY CLAIMED AS TRAILS END SUBDIVISION HAS MEMBERS AGREEMENT OF SANDY COVE WATER, INC TO PROVIDE IRRIGATION TO THOSE PERSONS REQUESTING SUCH USE WITHIN THE LOTS CLAIMED ABOVE.

15. Basis of Claim: BENEFICIAL USE

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 _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

PERMIT 77-07241 INIT NWS
 T. R. S. Q/Q
 P/D 2IN 7E 2 NW/4
 SCALE _____ GOVT LOT
 PHOTO ID. _____ 2

ELEV. AT pld $\approx 3200'$

ELEV. AT plu $\approx 2920'$
 to
 Mile 20 $3040'$

($\bar{x} = 2980'$)

Pipe length $\approx 7700'$ (many curves)

FOOT OF 6"

OF 4"

OF 2"

- Assume $\pm 50\% = (7700 - 800)(.5) = 3450'$

- Assume $\pm 50\% = 3450'$

Assume

4 valves:

1 @ pld

1 per plu group (3 groupings)

1 std elbow every 100'

use pvc handbook to estimate flow

SAME PID & POU
 FOR 77-04169 Q

For Organizations:

I do solemnly swear or affirm that I am Secretary / Treasurer of
Title
Sandy Cove Water, Inc., that I have signed the foregoing
organization
document in the space below as Secretary / Treasurer of
Title
Sandy Cove Water, Inc. and that the statements contained in the
organization
foregoing document are true and correct.

Linda Cross
Signature of Authorized Agent

Sandy Cove Water, Inc. Sec/Treas
Title and Organization

5-4-99

Date

State of Idaho)
County of ADA) SS.

Subscribed and sworn (or affirmed) before me this 4th day
of MAY 19 99
Notary Public

Seal

Residing at Ron Howerton
Residing at Boise, Idaho
My Commission Expires December 8, 2000

Idaho Department of Water Resources
Western Region
Boise, Idaho 83720

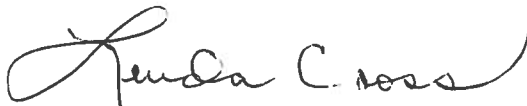
RE: PROOF OF PRIORITY FOR WATER CLAIM # A77-04169

Attached are documents to support the claim for priority date of May 1, 1869. They are:

1. 1870 Census showing crops raised on the property by its first owner George Woodward
2. Bill of Sale from George Woodward to A.D. (Pony) Smead, second owner.
3. Land Patent (Homestead act) issued in 1917 to Bailey Dustin, third owner.

If further documentation is needed, I have census reports showing crops grown, tax assessments based on agricultural ground for each of the subsequent owners through Sylvia McClain. You may contact me at (208) 278-5213.

Sincerely,

A handwritten signature in cursive script that reads "Linda Cross". The signature is written in dark ink and is positioned above the printed name and title.

Linda Cross
Sandy Cove Water Inc.
Secretary/Treasurer

MEMBER'S AGREEMENT
of
SANDY COVE WATER, INC.

THIS AGREEMENT AMONG MEMBERS ("Agreement") is made and entered into as of the 31 day of OCTOBER, 1998, by and between SANDY COVE WATER, INC., an Idaho nonprofit corporation (the "Company"), and the undersigned Members (collectively the "Members" and individually a "Member").

RECITALS:

This Agreement is made with reference to the following facts:

A. The Members have formed the Company for the purpose of supplying water for nine (9) domestic water hook-ups and such other irrigation hook-ups as the Members agree but not to exceed eight (8).

B. The Company was incorporated as an Idaho nonprofit corporation on July 17, 1998. The Company shall not issue stock but shall have members who shall have such rights as are consistent with this Agreement, the Bylaws and Articles of Corporation of the corporation.

C. The Members are desirous of entering into this Agreement for the purpose of setting forth their respective rights and duties in connection with the formation of the Company and the financing, management and operation of its business.

NOW, THEREFORE, it is agreed as follows:

1. No stock will be issued to members. Rather the corporation shall have members who shall be holders of the initial nine (9) domestic water rights. All water rights shall be recorded with a listing of such water rights to be provided to the Idaho Department of Water Resources and the U.S. Forest Service.

2. Water rights shall remain with the property unless such rights are expressly excluded in a warranty deed when the property is sold or transferred to a new owner. The existing water rights cannot be sold or transferred to other property without approval of the Board of Directors of the Company. The value of individual water rights shall be determined by the Board of Directors. No water right shall be sold without the water right first being offered for sale to the Company. If the Company declines to purchase the water right, then the water right may be sold to a third party upon approval of the Board of Directors.

3. The responsibility for installing, furnishing of water, maintenance, repairs, labor and storage of pipe shall be equally shared by all members of the Company. However, it shall be the

responsibility of any individual using the water to maintain all screens, filters and perform general maintenance of the water line while using the system..

4. All filtration and purification shall be the sole responsibility of each member and performed within each individual household. By way of information, the Central District Health service advises that untreated surface water from Pony Creek is not suitable for domestic use. The service further recommends that all drinking water must be boiled for at least ten minutes and that all dishes be rinsed in a sanitized solution (1 tablespoon of bleach to 2 gallons of warm water) to kill any virus or bacteria present in the water.

5. It is understood and agreed that water shall be provided by the Company during the period of May through November of each year as weather permits. Exposed portions of the water system shall be dismantled and stored during seasons of nonuse.

6. It shall be the responsibility of the corporation to provide water for irrigation use only to persons requesting such use, if such use is approved by the Board of Directors of the corporation and such use does not exceed maximum water flow (cfs) allocated by permits issued by the Idaho Department of Water Resources. Responsibility to provide evidence of use for irrigation purposes as required by the Idaho Department of Water Resources is that of the irrigation user. The Company will not guarantee the right of use.

7. Any expenses, other than expenses for the main water line, incurred for the installation of water hook-ups, maintenance, or repairs to water lines on private property will be the sole responsibility of the individual property owner.

8. Assessments and/or yearly fees may be levied upon each member equally in an amount determined by the Board of Directors of the Company for the purpose of sharing costs of repairs, improvements and labor as required and for the payment of annual permit fees, taxes and incidental costs associated with the Company's business. Failure to pay assessments upon proper notice shall constitute grounds for termination of said water right and forfeiture of any amount paid for that right. Termination and forfeiture may only occur upon a majority vote of the members of the Company.

9. There will be no credit for labor by a member applied towards that member's assessment. Members may perform labor but the value of all labor performed by members for repair and maintenance of the water system shall be included in the cost of repairs and maintenance and therefore subject to approval and equally shared between members. All labor not performed by members shall be contracted by a competitive bid process and subject to approval by a majority of the members of the Company.

10. Miscellaneous Provisions.

(a) Notices. Any notice hereunder shall be deemed sufficiently given by one party to another if in writing and if and when delivered or tendered either in person or by the deposit of it in the United States mail, in a sealed envelope, registered or certified, with postage prepaid, addressed to the

person to whom such notice is being given at such person's address appearing on the records of the Company or such other address as may have been given by such person to the Company for the purposes of notice in accordance with this subsection. A notice not given as above shall, if it is in writing, be deemed given if and when actually received by the party to whom it is required or permitted to be given.

(b) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

(c) Successors. Anything in this Agreement to the contrary notwithstanding, any transferee, successor, or assignee, whether voluntary, by operation of law, or otherwise, of membership in the Company shall be subject to and bound by the terms and conditions of this Agreement as fully as though such person was a signatory hereto.

(d) Further Assurances. Each of the Members agrees that during the term of this Agreement such Member will take such reasonable actions as may be necessary to effect the purposes of this Agreement.

(e) Severability. Any provision hereof prohibited by or unlawful or unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

(f) Remedies. The parties hereto shall have all remedies for breach of this Agreement available to them provided by law or equity. Without limiting the generality of the foregoing, the parties agree that in addition to all other rights and remedies available at law or in equity, the parties shall be entitled to obtain specific performance of the obligations of each party to this Agreement and immediate injunctive relief and that in the event any action or proceeding is brought in equity to enforce the same, no Member will urge, as a defense, that there is an adequate remedy at law.

(g) Acknowledgement of Attorney Representation. Each of the Members acknowledges that Robert C. Montgomery has acted as attorney for the Company and not for the Members individually in connection with the negotiation and execution of this Agreement; that each of the Members has been advised to seek independent representation by counsel of his or her own choice; and that each Member is not relying upon the said law firm to act as his or her personal attorney in connection with any matter relating to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

SANDY COVE WATER, INC.

By 
Its President

State of Idaho)
County of Valley) ss

I hereby certify that the within instrument was filed for record in the office of the County Auditor of said County on the 19th day of October A.D. 1917., at 10 o'clock and 10 minutes A.M., at the request of A.N. Edwards and recorded on page 104 of Book L of Deeds.

Arthur C. Tracy
Recorder

Fees \$1.00

By, *James S. Miley*
Deputy

INSTRUMENT NO. 439

P A T E N T.

Boise 011212 and 017022

THE UNITED STATES OF AMERICA.

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, a Certificate of the Register of the Land Office at Boise, Idaho, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To secure Homesteads to Actual Settlers on the Public Domain," and the Acts supplemental thereto, the claim of Bailey O. Dustin has been established and duly consummated, in conformity to law, for the Lots two, five, and eight and the northeast quarter of the South west quarter of Section two in Township twenty-one north of Range seven east of the Boise, Meridian, Idaho, containing one hundred fifty-seven and thirty-hundredths 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 claimant the tract of land above described;

TO HAVE AND TO HOLD the said tract of land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agriculture, 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 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 WITNESS WHEREOF, I, Woodrow Wilson, 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 Sixteenth day of February in the year of our lord one Thousand nine hundred and seventeen and of the Independence of the United States the one hundred and forty-first.

By the President: Woodrow Wilson

By, H.P. LeRoy, Secretary.

Recorded Patent No. 567684

L.J. C. Lamar

Recorder of the General Land Office.

State of Idaho)
County of Valley) ss

I hereby certify that this instrument was filed for record at the request of B.O. Dustin at 30 minutes past 1 o'clock P.M., this 22nd day of October 1917 in my office and duly recorded in Book 1 of Deeds at page 105.

Fee \$1.00

Arthur C. Tracy
Recorder

By, *[Signature]*
Deputy

INSTRUMENT NO. 450

Boise 0590

THE UNITED STATES OF AMERICA.

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, a Certificate of the Register of the Land Office at Boise, Idaho, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To secure Homesteads to Actual Settlers on the Public Domain," and the Acts supplemental thereto, the claim of Robert Newlands has been established and duly consummated, in conformity to law, for the Southwest quarter of Section eight in Township seventeen north of Range three east of the Boise Meridian, Idaho, containing one hundred 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 claimant the tract of land above described;

TO HAVE AND TO HOLD the said tract of land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant 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 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, WOODROW WILSON 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 Fifteenth day of April in the year of our Lord one thousand nine hundred and thirteen and of the Independence of the United States the one hundred and thirty-seventh.

By the President, Woodrow Wilson

By M.P. LeRoy, Secretary

Recorded: Patent number 226279

[Signature]
Recorder of the General Land Office.

Boise 011212 and 017022.

4-1003-R.

The United States of America,

Us all in whom these presents shall come. Granting:

WHEREAS, a Certificate of the Register of the Land Office at Boise, Idaho, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of Bailey O. Dustin has been established and duly consummated, in conformity to law, for the Lots two, five, and eight and the northeast quarter of the southwest quarter of Section two in Township twenty-one north of Range seven east of the Boise Meridian, Idaho, containing one hundred fifty-seven and thirty-hundredths 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 claimant the tract of Land above described: TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant 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 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 Woodrow Wilson

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, this SIXTEENTH

day of FEBRUARY in the year of our Lord one thousand nine hundred and SEVENTEEN and of the Independence of the United States the one hundred and FORTY-FIRST

By the President:

Woodrow Wilson
M. C. Le Roy
S. C. Sumner

Secretary
Recorder of the General Land Office

567684

RECORD OF PATENTS: Patent Number

Geo. Woodward
 J. D. Woodward

Geo. Woodward made the date the day of June in the year of our Lord Eighteen hundred and Ninety four between Geo. Woodward of Idaho County, D. C. the party of the first part and Geo. Woodward of the same place the heirs of the second part witnesses that the said party of the first part for and in consideration of the sum of One thousand Dollars Gold Coin of the United States to him in hand paid by the said party of the second part at or before the execution or delivery of this presents the receipt whereof is hereby acknowledged have remised, released, quit-claimed and by these presents does remise, release and quit-claim unto the said party of the second part and to his heirs and assigns forever all of a certain lot, piece or parcel of land lying and situate about twelve miles south-east of the town of Washington in Idaho County D. C. on the north side of the ranch fork of Salmon River said land being known as the Woodward Ranch. Also the undivided one-half of what is known as the Trest Blacksmith-shop-building and dwelling house and the land upon which the same are located situate in the South-eastern part of the town of Washington on the east side of the main street thereof, in Idaho Co. D. C. Also the following personal property seven pack-horses and lot of rigging all of the household furniture set of blacksmith tools forming implements etc. Together with all and singular the livestock and appurtenances and the revenues and revenues in any way whatsoever, rents, issues and profits thereof and also all the estate, right title, interest, property, possession, claims and demand whatsoever as well in law as in equity, of the said party of the first part of us or to the above described premises and every part of 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 said party of the second part and to his heirs and assigns forever.

Geo. Woodward of the first part and his heirs and assigns do hereby ratify and confirm the above first above written and seal the day and year first above written

Signed Sealed and delivered } Geo. Woodward
 in presence of }
 J. M. Porter } 

Territory of Idaho
 County of Idaho

Witnessed and dated June 14, 1894. A. D.

for said Idaho County duly commissioned and sworn jurorally appeared the within named Geo. Woodward whose name is subscribed to the annexed instrument as party-thirst personally known to me to be the individual described in said joint executed the said foregoing instrument and who personally acknowledged to me that he executed the same freely & voluntarily and for the uses and purposes therein mentioned.

Now witness whereof I have herunto set my hand and affixed my official seal the day and year first this certificate first above mentioned.

D. B. Morris

Notary Public

Idaho Co. I.T.

D. J. M. P. D. Deputy

Received at request of A. D. Smead, Aug 21st A.D. 1876
D. B. Morris

County Recorder

as Clark and
as Clark and
as Clark and

This Indenture made the first day of May in the year of our Lord one thousand eight hundred and seventy six between John Clark Esq. and Diana Orcutt of the town of Florence Idaho County I. S. the parties of the first part and James L. Crooke the party of the second part, witnesseth: That the said parties of the first part for and in consideration of the sum of two hundred Dollars (\$200.00) U.S. Law Com to them in hand paid by the said party of the second part the receipt whereof is hereby acknowledged, has renewed, released and forever quit-claimed and by these presents renewed, released and forever quit-claimed unto the said party of the third or parcel of land and the buildings situated thereon being in the town of Florence Idaho County I. S. more particularly described as follows to wit: The hotel and saloon and ground connected therewith, situated on the main street of Florence I. S. also the cellar situated back of said buildings also one log building situated across said town as known as the Flaming Woods building also the stake situated on the hill in said town, used in connection with said hotel, on the trail going out to State Creek and all the furniture in said hotel and saloon consisting of beds, bedding, stoves, grocery, bar-roomy fixtures &c. & other such all with and without the furniture, hardware, &c. appurtenances therewith belonging or in any wise appertaining and the reversion and diversions remaining and remainder of said, same

31105 *Asplenium platyneuron* L.

Name of Agent, Owner, or Manager	CATTLE			HORSES			LIVE STOCK, JAN. 1, 1870										PRODUCE DURING THE YEAR							
	REGISTERED			NOT REGISTERED			Total number of head during the year	Horses	Males and Females	Mules and Cows	Working Oxen	Other Cattle	Sheep	Swine	Value of all live stock	WHEAT		Rye	Indian Corn	Oats	Barley	Buckwheat	Hops	Tobacco
	Imported	Wooded	Other land	Of farm	Of pasture and other	Spring										Winter								
	No.	No.	No.	Dolls.	Dolls.	Dolls.										No.	No.							
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
Woodward, Geo	22	178	2500	150	1800	3	8						7	750	16			30	75					
Rains, L. H.	16	346	500	60	100	12	1							600										
Harris, L. C.	48		600	100	250	10		70	3	70				5000										
State Creek Precinct State Creek P.O.																								
Monroe, Hamm	31	130	2000	150	1000	8	15						9	1500	100			50	250	300				
Woods, J. M.	51	20	260	500	300	1800	22	1	75	75			9	5000	200			100	300	25				
White Bird Precinct White Bird P.O.																								
Chapman, A.	80	80	1500	100	400	107	1			15	11			2000										
Baker, Jas	8	152	1500	150	1000	7	1			2	125	115	6	3500				500						
Snyder, H.	3	150	300	20	100	18								500										
Merrill, J. H.	12	8	140	500	40		4			3	8			200		25		300						
John Day Precinct John Day P.O.																								
Holmes, Geo	30	290	7500	500	500	4	23	2	41				4	200	140			600						
Yessel, Geo	75	250	4000	500	3000	45	15	85		60			55	300	400	200		200	600	100				
Beck, W.	10	150	1500	50	600	12							10	300	30			50	150	30				
Allison, Y. H.	4	156	500	35	100	10	1	1	3	3				600				25						
Shearer, S. W.	6	154	300	25	300	20		3		3				500				25						



Announced by me on the

day of July

Frank & Sabie Ass't Marshal.

																									TOTAL VALUE			
No.	Cattle	Horses	Pigs	Sheep	Goats	Ducks	Chickens	Geese	Turkeys	Milk	Butter	Cheese	Eggs	Honey	Maple	Cane	Molasses	Wax	Honey	Fruit	Value of Home Manufactures	Value of animals slaughtered or sold for slaughter	TOTAL VALUE					
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	
			400				1200																			2000		
			200				600																			1200		
								400		900															400	1700	2000	
			400		100		500				10															1500		
			900		25		200	1000			21		4	21											500	100	2325	
			600								20															1500	2000	
			1500																							511	1200	
			800																							700		
			500																							1500		
			500																							500		
			500																							1000		
			500																							1000		
			500				100	300			2															150	350	1200
			500		200		400				10															200	500	500
			100																							100	800	
			250																							1000		
			100																							1000		
O. P.																												

W. P. Parker, Ass't Marshal, and the Ass't Marshal, Boston, No. 2