

RECEIVED

JAN 18 2006

WATER RESOURCES
WESTERN REGION

01/05/2006

NOTICE OF ERROR
REPLY

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: 77-4169R

BETTY A BULL
PO BOX 215
HOMEDALE ID 83628
Telephone Number: (208)337-3763

PAUL R BULL
PO BOX 215
HOMEDALE ID 83628-0215
Telephone Number: (208)337-3763

RECEIVED

JAN 23 2006

IDWR/North

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

I do not disagree

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:

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

DATE:

1/12/06

SIGNATURE:

[Signature]

Please print your name:

Paul R Bull

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

04/13/2005

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

RIGHT NUMBER: 77-4169R
NAME AND ADDRESS: BETTY A BULL
PO BOX 215
HOMEDALE ID 83628

PAUL R BULL
PO BOX 215
HOMEDALE ID 83628-0215

SOURCE: PONY CREEK TRIBUTARY: SOUTH FORK SALMON RIVER
QUANTITY: 0.020 CFS
PRIORITY DATE: 05/01/1869
POINT OF DIVERSION:
T21N R07E S2 NWSW Within VALLEY County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	0 ~~5~~ /01 10/31	0.020 CFS

PLACE OF USE: IRRIGATION Within VALLEY County
T21N R07E S02 Lot 5 NESW 1.0 T21N R07E S02 Lot 8 NWSE 0.3

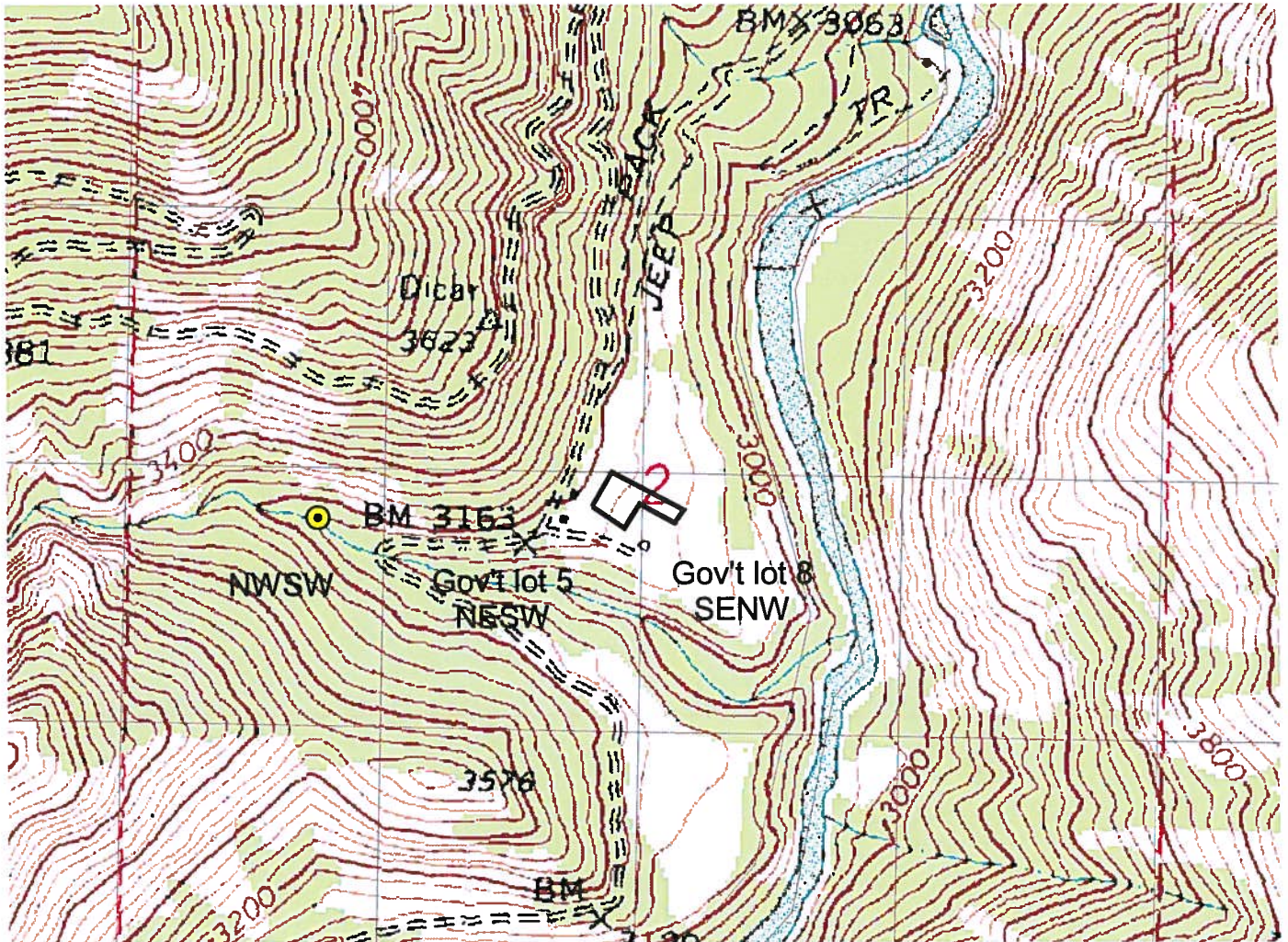
1.3 ACRES TOTAL

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

77-4169R



0 500 1000 Feet

Section 2
T21N R7E



● Point of Diversion

□ Place of Use

Map prepared on April 13, 2005
By Kenneth Knoblock
Idaho Department of Water Resources

3/16/05

PMO100 - PARCEL MASTER INQUIRY

12:21:41

PARCEL: RP 21N07E024855 A

LEGAL DESCRIPTION

BULL, PAUL R.
& BULL, BETTY A.
& BULL, PAUL R., JR.

S2 T21N R7E
TAX NO'S. 18 & 19 IN GOV'T.
LOTS 5 & 8
BARKELL RANCH SURVEY

BOX 215

HOMEDALE ID 83628

F3=Exit F5=Refresh F12=Cancel

CAT	RY	QUANTITY	UN	VALUE	HO MRKT	HO EXMP	CB MRKT	OTHER
12	2001	1297	AC	19710				
34	2001			81370				

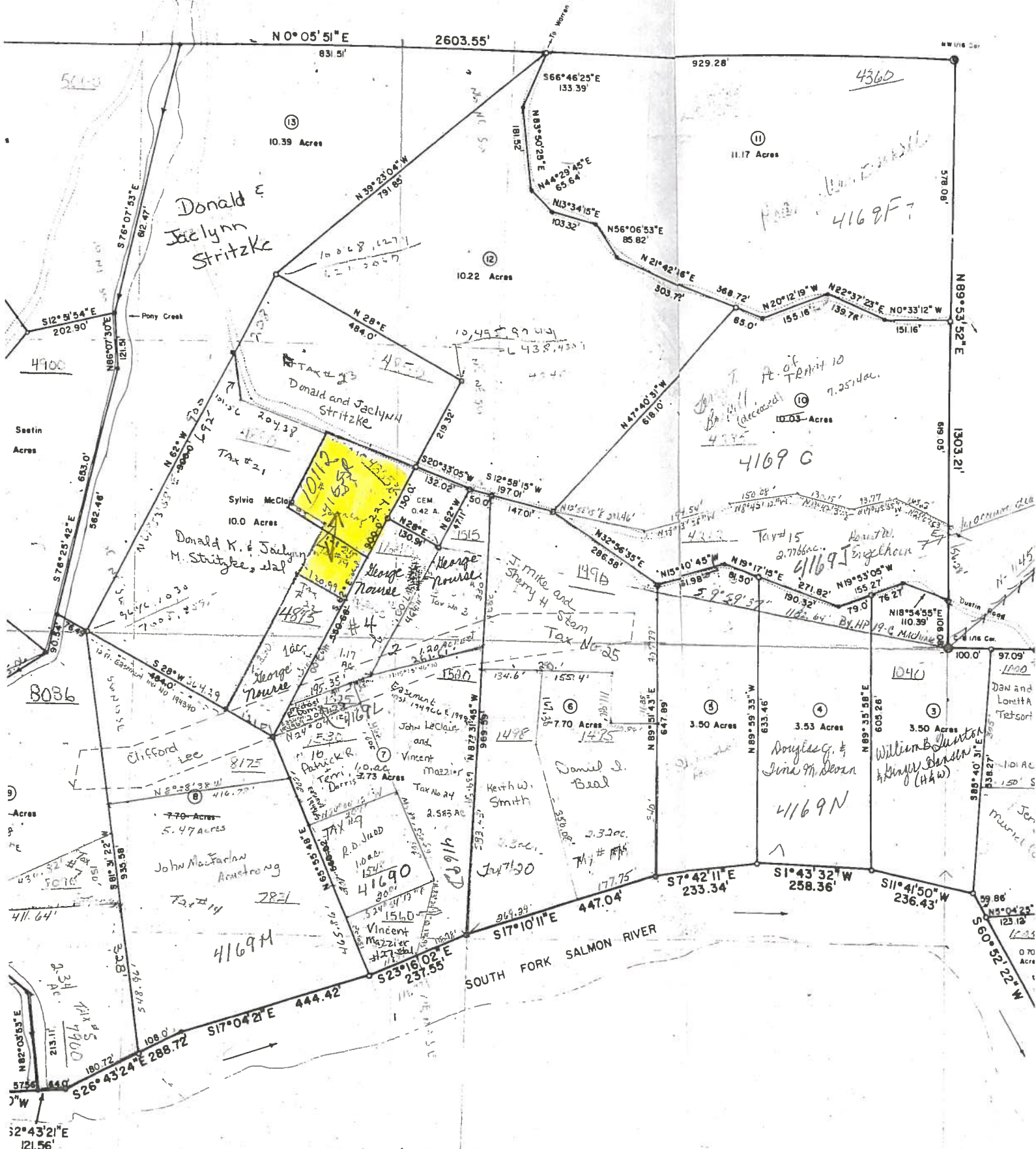
TOTALS 1297 101080

ENTER NEXT PARCEL NUMBER RP _____ A

FKeys: F2=TX F3=Exit F5=SS F6=Nm F7=LG
F8=CT F13=TM F18=HS F20=SrcH F22=EU

SITUATE IN

NE1/4 SW1/4 & GOVT. LOTS TWO, FIVE & EIGHT
SECTION 2, T.21N., R.7E., B.M.,
VALLEY COUNTY, IDAHO





State of Idaho

DEPARTMENT OF WATER RESOURCES

NORTHERN REGION, Suite No. 210 • 1910 Northwest Blvd. • Coeur d'Alene, Idaho 83814-2615
(208) 769-1450

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

March 31, 2005

RECEIVED
APR 13 2005
IDWR/North

Paul & Betty Bull
Box 215
Homedale, ID 83628

RE: 77-4169R & 77-10112

Dear Mr. & Mrs. Bull:

On November 10, 1988 & June 18, 1999, you submitted two Notice of Claims in the Snake River Adjudication (copies enclosed). It lists the irrigation of 1.32 acres and 1.5 acres in Section 2 Township 21N Range 7E. We have check the Valley County and it appears that you only own 1.3 acres. Are you filing on a different parcel than RP21N07E024855?

Sincerely,

Kenneth Knoblock
Water Resources Agent

I did not to make a new Claim on 6/18/99
this was only for the co. sandy cone water, INC to
let me have water from that line.
I'd only have 1.3 Acres
Thank you Karl Dreher 2/11/05



State of Idaho
DEPARTMENT OF WATER RESOURCES

NORTHERN REGION, Suite No. 210 • 1910 Northwest Blvd. • Coeur d'Alene, Idaho 83814-2615
(208) 769-1450

Fax (208) 769-1454

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

March 31, 2005

Paul & Betty Bull
Box 215
Homedale, ID 83628

RE: 77-4169R & 77-10112

Dear Mr. & Mrs. Bull:

On November 10, 1988 & June 18, 1999, you submitted two Notice of Claims in the Snake River Adjudication (copies enclosed). It lists the irrigation of 1.32 acres and 1.5 acres in Section 2 Township 21N Range 7E. We have check the Valley County and it appears that you only own 1.3 acres. Are you filing on a different parcel than RP21N07E024855?

Sincerely,

A handwritten signature in black ink, appearing to read 'Knoblock', written over a horizontal line.

Kenneth Knoblock
Water Resources Agent

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

A77-04169R

Date Received

6/18/99

Receipt Number

W025356

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of Claimant (s) PAUL R. & BETTY A. BULL Phone (208) 337-3763Mailing Address P.O. Box 215 HOMEDALE, IDAHO Zip 836282. Date of Priority (Only one (1) per claim) MAY 1, 18693. Source of water supply (a) PONY CREEK
which is tributary to (b) SOUTH FORK SALMON RIVER4. a. Location of existing point of diversion is: Township 21N Range 07E Section 2,
NW 1/4 of SW 1/4 of _____ 1/4, Govt. Lot, _____ B.M., County of VALLEY

Additional points of diversion if any: _____

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

Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,

Govt. Lot _____ B.M., County of _____

ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____
_____ 1/4, Govt. Lot _____ B.M., County of _____5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well.PVC PIPING IN ORIGINAL DITCH TO PLACE OF
USE.

6. Water is claimed for the following purposes:

(both dates are inclusive) (cfs) (acre feet)

For IRRIGATION purposes from 5-1 to 10-2 amount .02 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) .02 (cfs) and/or (b) _____ (acre feet)

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

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) _____

10. Description of place of use:

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

b. If water is used for other purposes, place a symbol of use (example: D for Domestic)

in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
<u>21N</u>	<u>07E</u>	<u>2</u>			<u>.99</u>						<u>.990</u>		<u>.99</u>				<u>.99</u>		<u>.990</u>
<u>21N</u>	<u>07E</u>	<u>2</u>									<u>.330</u>						<u>.33</u>		<u>.330</u>

Total number of acres irrigated 1.32

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

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

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

14. Remarks:
WATER RIGHT A77-04169 HAS BEEN SPLIT & CLAIMED A-Q
PROPERTY HAS AN AGREEMENT WITH SANDY COVE WATER, INC
TO PROVIDE IRRIGATION THRU ORIGINAL DITCH WITH
DIVERSION POINT BELONGING TO SANDY COVE WATER, INC.

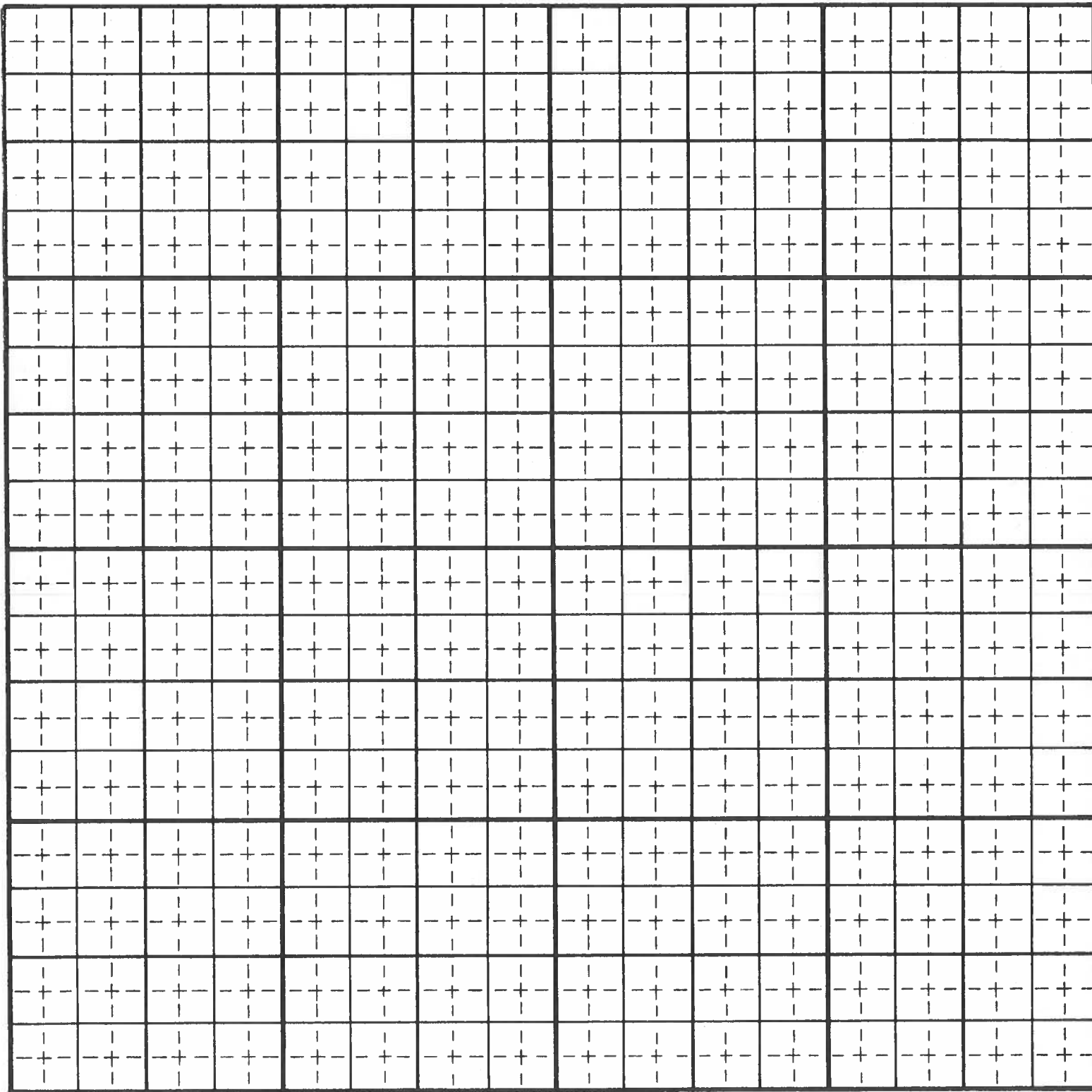
Last Name _____ Ident No. _____

Copies: White -State, Yellow-Claimant

Map of Project: show clearly the point of diversion, place of use, section number, township, and range number.

Scale: 2 inches equals 1 mile

SEE ATTACHED MAP



Last Name _____ Ident No. _____

Copies: White-State, Yellow-Claimant

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

16. Signature (s)

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

Number of attachments _____

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

Signature of Claimant (s) _____

Date _____

Date _____

For Organizations: I do solemnly swear or affirm that I am _____

Title _____

of _____, that I have signed the foregoing

Organization _____

document in the space below as _____ of _____

Title _____

Organization _____

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

Signature of Authorized Agent _____

Title and Organization _____

Date _____

State of Idaho/or _____)

County of Canyon)

SS.

Subscribed and sworn (or affirmed) before me this 6 day of May 19 99



Notary Public _____

Residing at _____

My Commission Expires _____

Please Print Name _____

17. Notice of Appearance:

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

Signature _____

Address _____

Date _____

Last Name _____ Ident. Number _____

Copies White-State, Yellow-Claimant

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: A77-04169R
Date Received: 6/18/1999
Receipt No: W025356
Received By: g

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: PAUL R BULL 208-337-3763
Address: PO BOX 215
HOMEDALE ID 83628

AND/OR

Name: BETTY A BULL 208-337-3763
Address: PO BOX 215
HOMEDALE ID 83628

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 PIPE

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	05/01	10/01	0.020		

7. Total Quantity Appropriated is:
0.020 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	SW	NE	5	IRR	0.9

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
21N	07E	2	NW	SE	8	IRR	0.3
Section Acres							1.2
Total Acres							1.2

11. Place of use in counties: VALLEY

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:

14. Remarks:

WATER RIGHT 77-04169 HAS BEEN SPLIT AND CLAIMED A-Q. PROPERTY HAS AGREEMENT WITH SANDY COVE WATER INC TP PROVIDE IRRIGATION THOUGH ORIGINAL DITCH WITH DIVERSION POINT BELONGING TO SANDY COVE WATER INC.

15. Basis of Claim: STATUTORY CLAIM

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: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): _____ Date: _____
_____ Date: _____

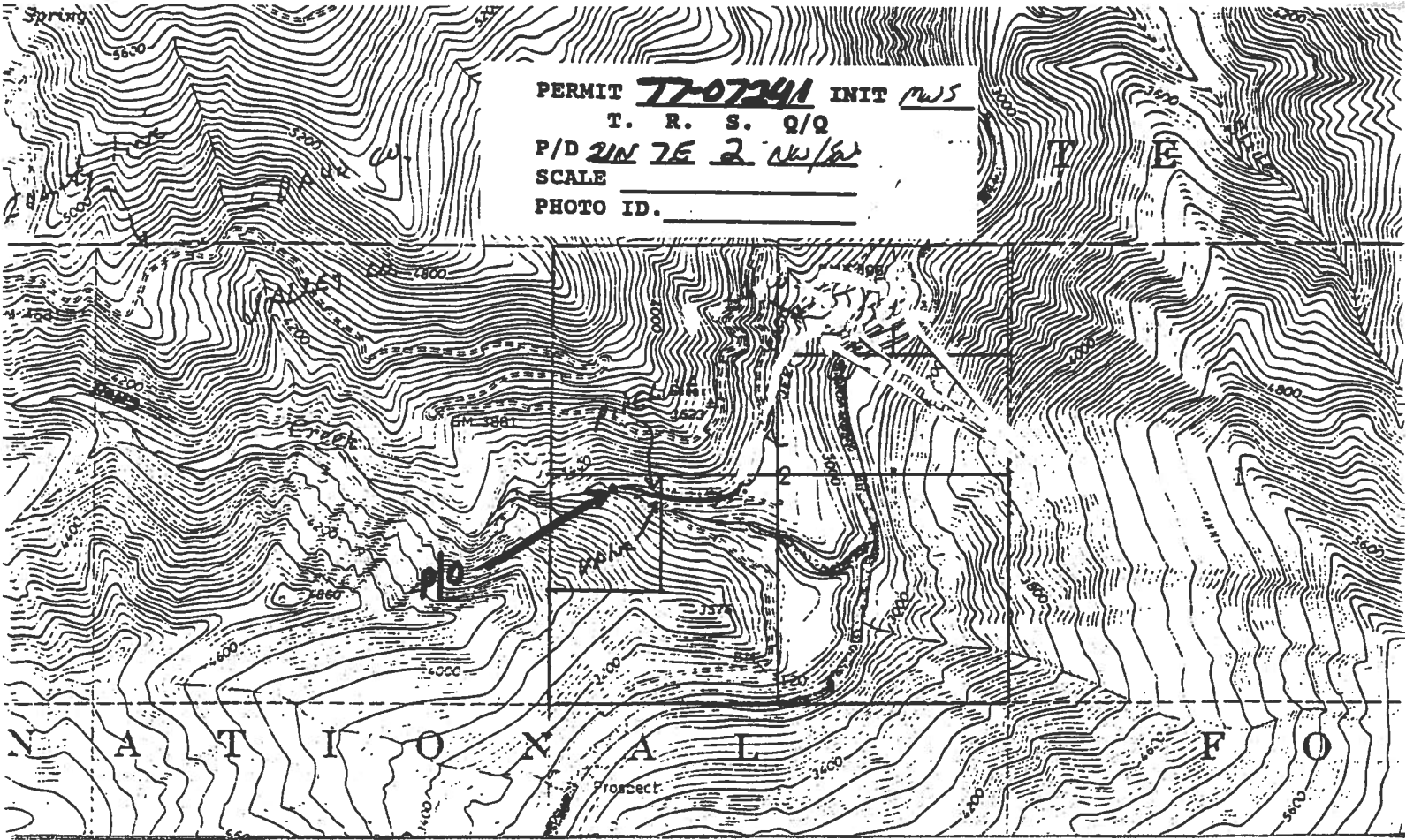
State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____
My Commission Expires _____



PERMIT 77-07241 INIT rws
T. R. S. Q/Q
P/D 21N 7E 2 NW/4
SCALE _____
PHOTO ID. _____

N A T I O N A L F O R E S T

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.

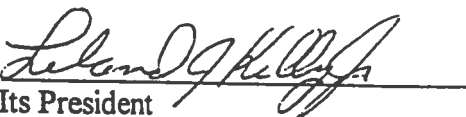
(e) Severability. Any provision hereof prohibited by or unlawful or unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law 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.H. Edwards and recorded on page 104 of Book L of Deeds.

Arthur C. Tracy
Recorder

Fees \$1.00

By, James S. Muelly
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, M.F. LeRoy, Secretary.

Recorded Patent No. 567684

L.R. 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.

Fees \$1.00

Arthur C. Tracy

Recorder

By James W. Haeley

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 326379

1/10/18
Recorder of the General Land Office.

Boise 011212 and 017022.

4-1008-R.

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 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, Woodrow Wilson

President of the United States of America, have caused these letters to be made

Public, 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

also hundred and SEVENTEEN and of the Independence of the

United States the one hundred and FORTY-FIRST

By the President: Woodrow Wilson

By M. O. L. R. Secretary

L. O. S. M. R. Secretary

Secretary of the General Land Office

(SEAL)

567684

RECORD OF PATENTS: Patent Number

The Undersigned made the 1st, 12th day of June in the year of our Lord Eighteen hundred and Ninety Seven the Woodward lot Idaho County. D.C. the party of the first part Geo. A.D. Woodward of the same place, the grantor, the second part with which that the said party of the first part for and in consideration of the sum of One thousand Dollars sold to him 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 the same the receipt whereof is hereby acknowledged has remitted released and quit claimed and by these presents does remise, release and quit-claims unto the said party of the second part Geo. to his heirs and assigns forever all of a certain lot, piece or parcel of land lying and situate about three miles south-east of the town of Washington in Idaho County D.C. on the north side of the ranch fork of the main floor paid land being known as the Woodward Ranch. Also the undivided one-half of what is known as the Taust 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 several parcels seven back-houses and lot of digging all of the same which further set of Blacksmith tools forming implements etc. together with all and singular the least valuable hereditaments and appurtenances thereto belonging or in any wise appertaining and the reversion and reversions remainder and remainders, rents, issues and profits thereof and also all 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 in or to the above described premises every part of parcel thereof with the appurtenances. So have I 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.

I do 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 presence of
J. M. Porter

Geo Woodward



Notary of Idaho
County of Idaho

This instrument was of June 1st A.D.

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

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

B. J. Morris

Recorder

Idaho Co. I.T.

B. J. Morris
Deputy

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

County Recorder

Wm Clark
Geo Orritt
and Cranks

This Indenture made the first day of May in the year of our Lord one thousand eight hundred & seventy-six between John Lamb & alias Orcutt of the town of Florence Idaho County S.T. the parties of the first part & James L. Burke the party of the second part, witnessed that the said parties of the first part for & in consideration of the sum of two hundred Dollars (\$200.00) U.S. Gold Coin to them now paid by the said party of the second part the receipt whereof is hereby acknowledged, has remised, released & forever quit-claimed & by these presents does remise, release & forever quit-claim unto the said party of the second part & to his heirs & assigns all that certain lot third or parcel of land & the buildings situated thereon lying & being in the town of Florence Idaho County S.T. & more particularly described as follows to wit: The Hotel & saloon & ground connected therewith situated on the main street of Florence S.T. also the cellar situated back of said buildings also one log building situated across said street & known as the Dining Room's building also the stable situated on the hill in said town, used in connection with said Hotel, on the trail going out to State Creek & all the furniture in said Hotel & Saloon consisting of beds, bedding, shoes, groceries, barroom fixtures &c. together with all and singular the tenements, improvements & appurtenances thereto in any way appertaining & the person & observations remainder & remainder's rent, issues

Schedule B. Productions of Agriculture in Washington in the County of Idaho in the
 Office Washington

Name of Agent, Owner, or Manager	ACRES OF LAND			ANNUAL CASH VALUE			Total amount paid for stock during year	LIVE STOCK, JUNE 1, 1970										PRODUCE DURING THE YEAR							
	IMPROVED			Of farm	Of farm in pasture	Horses		Mules and Aves	Milch Cows	Working Oxen	Other Cattle	Sheep	Swine	Value of all live stock	WHEAT		Rye	Indian Corn	Oats	Barley	Buckwheat	Hops	Tobacco		
	Improved	Wood land	Other land not improved												Spring	Winter									
																								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	450	16			30	75						
Rains, L. Ho	16		346	500	60	100	12	1						600											
Harris, L. C. Ho	48			600	100	250	10		70	3	70			5000											
State Creek Precinct State Creek P.O.																									
Almond, H. Ho	31		130	4000	150	1000	8	15					9	1500	100			50	250	300					
Woods, J. Ho	51	20	260	5000	300	1800	22	1	75		75		9	5000	200			100	300	25					
White Bird Precinct White Bird P.O.																									
Chapman, H. Ho	80		80	1500	100	400	10	1			15	15		2000											
Baker, Jas	8		152	1500	150	1000	7	1		2	125	15	6	3500				500							
Snyder, Ho	3		150	300	20	100	18							500											
Merrill, H. Ho	12	2	140	500	40		4			2	3			200		25		300							
John Day's Precinct John Day P.O.																									
Holmes, Ho	30		290	1500	500	500	4		23	2	41		4	200	140			600							
Yessel, Ho	75		250	4000	500	3000	45	15	85		60		55	3000	400	200		200	600	100					
Beck, W. Ho	10		150	1500	50	600	12						10	300	30			50	150	30					
Allison, Yr Ho	4		156	500	35	100	10	1	1	3	3			600				25							
Shearer, Son	6		154	300	25	300	20		3		3			500				25							



enumerated by me on the

day of

July

James C. Babier, Ass't Marshal.

																										TOTAL VALUE	
Cotton	Wool	Fruit and Forest Products	Vegetables		Orchard products	Wine	Produce of Marine Fisheries	DAIRY PRODUCTS			Tobacco	SEED			Hemp	Flax	Flax seed	Silk cocoons	SUGAR		Almonds	BEES		Forest products	Value of Home Manufactures	Value of animals slaughtered or sold for slaughter	Estimated value of all farm production, including production to stock
			Irish	Sweet				Berries	Cheese	Milk sold		Wheat	Clover	Grass					Maple	Cane		Wax	Honey				
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																						500		
			500																						500		
			500																						500		
			500				100	300			2														150 550	1200	
			500		200			400			10														200 500	5000	
			100																						100	800	
			350																							1000	
			100					300																		1000	
J. P. Jones & Co. Ltd. 10000 St. Peter 10000 St. Peter																											

James C. Babier, Ass't Marshal.