

03/25/2005

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

RIGHT NUMBER: 77-4169S

NAME AND ADDRESS: RANDALL P MC INTOSH
1227 TOWANDA
ELDORADO KS 67042

JERRY D MC INTOSH
1227 TOWANDA
ELDORADO KS 67042

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:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

05/01 10/31

0.020 CFS

PLACE OF USE: IRRIGATION Within VALLEY County

T21N R07E S02 Lot 2 NWNE 1.0

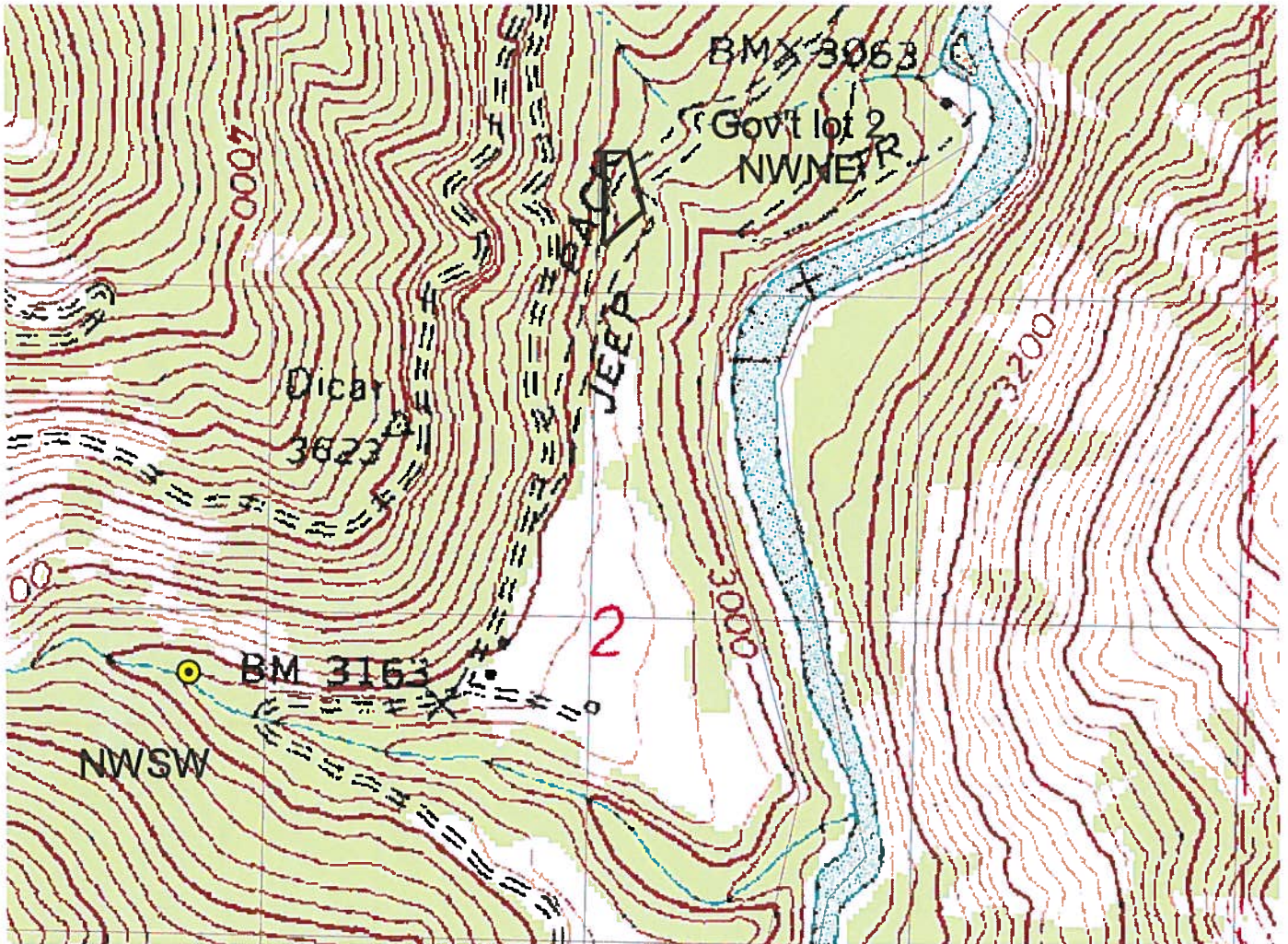
1 ACRES TOTAL

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

77-4169S



0 600 1200 Feet

Section 2
T21N R7E



- Point of Diversion
- Place of Use

Map prepared on March 25, 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: A77-04169S
Date Received: 6/18/1999
Receipt No: W025356
Received By: 5

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: RANDALL P MCINTOSH 316-320-7833
Address: 1227 TOWANDA
ELDORADO KS 67042

AND

Name: JERRY D MCINTOSH 316-320-7833
Address: 1227 TOWANDA
ELDORADO KS 67042

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	1.0

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	1.0
					Total Acres	1.0

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 A77-04169 HAS BEEN SPLIT AND CLAIMED A-Q. PROPERTY HAS AGREEMENT WITH SANDY COVE WATER INC TO PROVIDE IRRIGATION WATER THROUGH 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: _____

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 A77-041699Date Received 6/18/99Receipt Number W025356

**NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW**

Please type or print clearly

1. Name of Claimant (s) RANDALL P + JERRY D MCINTOSH Phone (316) 320-7833Mailing Address 1227 TOWANDA, ELDORADO, KANSAS Zip 670422. 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				Gov Lot #5 SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
21N	07E	2			45 1						+								1

Total number of acres irrigated 1

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 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

Scale: 2 inches equals 1 mile

SEE ATTACHED map

[illegible]

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) *Barbara M. Stool* Date 6-12-99
Greg M. Stool Date 6-12-99

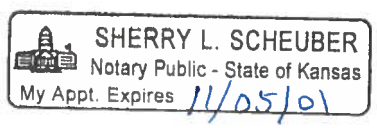
For Organizations: I do solemnly swear or affirm that I am _____ Title _____
of _____, that I have signed the foregoing
Organization
document in the space below as _____ of _____
Title Organization
and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____
Title and Organization _____ Date _____

State of Idaho/or _____)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this 12 day of June 19 99

SEAL



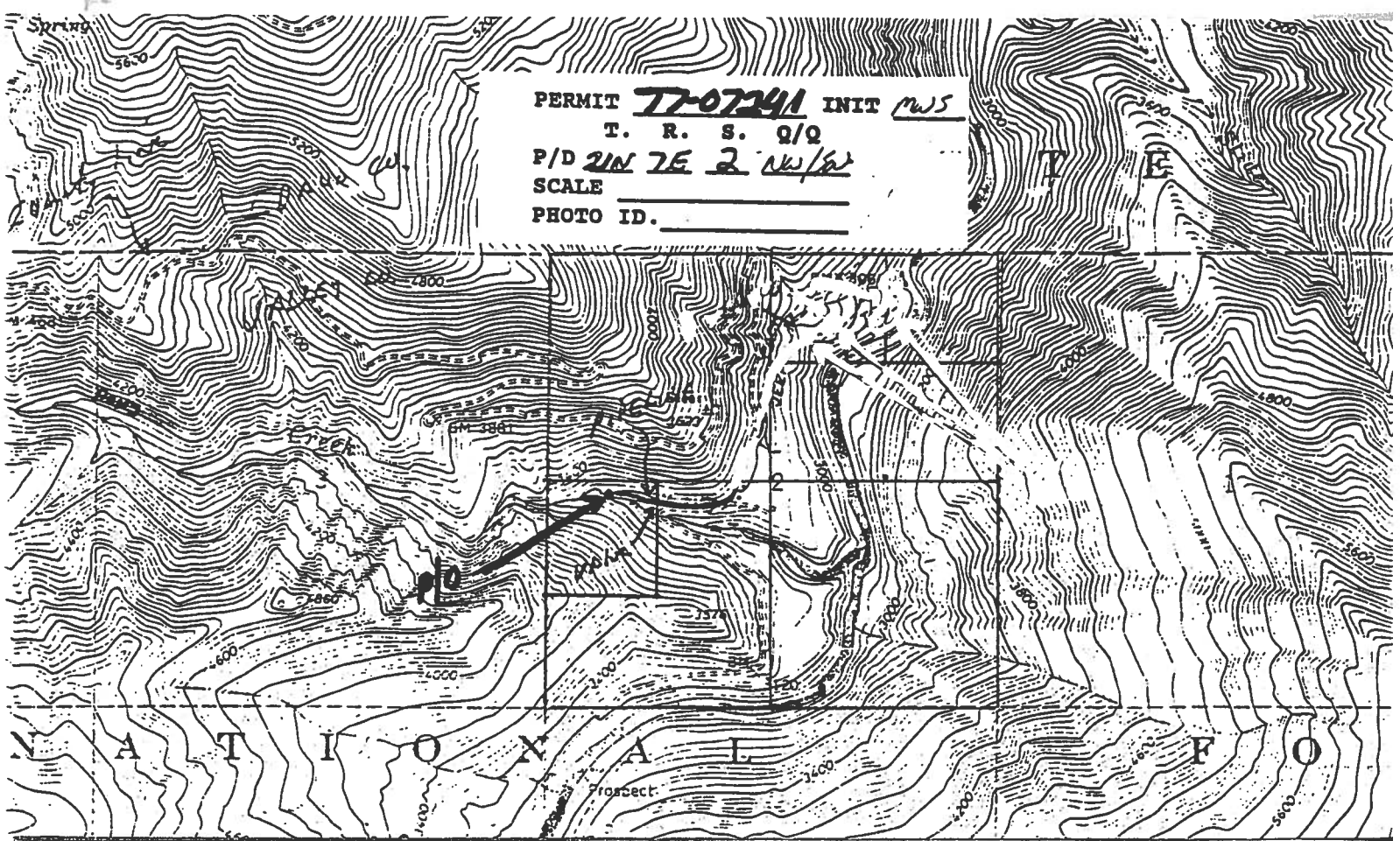
Notary Public *Sherry L. Scheuber*
Residing at 415 Oil Hill Rd El Dorado KS
My Commission Expires 11/05/01

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 _____



3/16/05

PMO100 - PARCEL MASTER INQUIRY

12:19:54

PARCEL: RP 21N07E020615 A

F17=DD F19=SP

LEGAL DESCRIPTION

MC INTOSH, JERRY DAVID
& MC INTOSH, RANDY P.
& MC INTOSH, RANDALL P.SR, ETAL

S2 T21N R7E
TAX #6 OF BARKELL RANCH SURVEY
ETAL: JUDY MC INTOSH

ProVal Area Number 1

1227 W TOWANDA

CODE AREA 4-0000 OWNER CD

PARC TYPE LOC CODE 4700

EL DORADO KS 67042

EFFDATE 1011995 EXPDATE

PREV PARCEL

CAT	RY	QUANTITY	UN	VALUE	HO MRKT	HO EXMP	CB MRKT	OTHER
12	2001	1010	AC	13100				

TOTALS

1010

13100

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

Idaho Department of Water Resources
Western Region
Boise, Idaho 83720

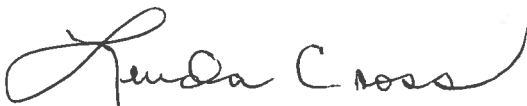
RE: PROOF OF PRIORITY FOR WATER CLAIM # A77-04169

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.

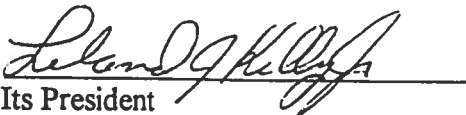
(e) Severability. Any provision hereof prohibited by or unlawful or unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law 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. Moley*
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.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.

Fees \$1.00

Arthur C. Tracy
Recorder

By, J. M. H. [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 326379

[Signature]
Recorder of the General Land Office.

Boise 011212 and 017022.

4-1003-R.

The United States of America,

On 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

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. P. Le Roy Secretary

E. J. C. [Signature]

Recorder of the General Land Office.

567684

RECORD OF PATENTS: Patent Number

The undersigned made the twentieth day of June in the
 year of our Lord Eighteen hundred and Ninety three between Geo Woodward
 of Idaho County, D. C. the party of the first part and A. D.
 Shumard of the same place the party of the second part
 individually 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 these presents the receipt whereof is hereby acknowledged
 have received released and quit-claimed and by these presents
 does remise, release and quit-claims 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 the
 Snow River said land being known as the Woodward
 Ranch. Also the undivided one-half of what is known as
 the Faust blacksmith-shop-building and dwelling house and the
 land upon which the same are located situated 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 &c. together with all and singular the unit
 aments hereditaments and appurtenances thereto belonging or
 in any wise appertaining and the reversion and reserved re-
 mainder and remainder, rents, issues, 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 and 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 ap-
 purtenances 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 and have thereto set his hand
 and seal the day and year first above written

Signed sealed and delivered
 in presence of
 J. M. Porter

Geo Woodward 

Territory of Idaho 2^{ss}
 County of Idaho

This instrument was of legal 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 in party thereto 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 and voluntarily and for the uses and purposes therein mentioned.

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

J. S. Morris

Recorder

Idaho Co. I.D.

Idaho Co. I.D. Deputy

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

County Recorder

Geo Clark
Geo Orritt
Geo Cranks

This Indenture made the first day of May in the year of our Lord one thousand eight hundred and twenty six between Thos Clark and Diana Orritt of the town of Florence Idaho County I.D. the parties of the first part and James L. Brooks the party of the second part, witnesses: That the said parties of the first part for and in consideration of the sum of One hundred Dollars (\$100.00) U.S. had Com. to them in hand paid by the said party of the second part the receipt whereof is hereby acknowledged, has revised, released and forever quitclaimed and by these presents does remise, release and forever quitclaim unto the said party of the second part and to his heirs and assigns all that certain lot, piece or parcel of land and the buildings situated thereon lying being in the town of Florence Idaho County I.D. and more particularly described as follows to wit: The hotel and saloon and ground connected therewith situated on the main street of Florence I.D. also a cellar situated back of said buildings also one log building situated above said Fredholm and known as the Charley Woods 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 and all the furniture in said hotel and saloon consisting of beds, bedding, stoves, crockery, bar-room fixtures &c. together with all contents of the premises, wardrobe, and other articles thereunto belonging or in any wise appertaining and the reservation of all other claims and remainders, rents, issues

Form No. 3 - Productions of Agriculture in Washington in the County of Idaho, in the

Office: Washington

Name of Agent, Owner, or Manager	CROPS OF LAND			FARMY CASH VALUE		Total value of property including the land	LIVE STOCK, JUNE 1, 1970								PRODUCE DURING THE YEAR								
	IMPROVED			Of land	Of farm, including other land		Horses	Mules and Asses	Milch Cows	Working Oxen	Other Cattle	Sheep	Swine	Value of all live stock	WHEAT								
	Improved	Wood land	Other land												Spring	Winter	Rye	Indian Corn	Oats	Barley	Buckwheat	Rice	Tobacco
No.	No.	No.	Dolla.	Dolla.	Dolla.	No.	No.	No.	No.	No.	No.	No.	Dolla.	Bush.	Bush.	Bush.	Bush.	Bush.	Bush.	Bush.	Lbs.	Lbs.	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Woodard, Geo	22		178	2500	150	1800	3	8					7	750	16			30	75				
Harris, L. W.	16		346	500	60	100	12	1						600									
Harris, L. C. Jr.	480			600	100	250	10		70	3	70			5000									
State Creek Precinct State Creek P.O.																							
Almond, Harry	31		130	4000	150	1000	8	15					9	1500	100			50	250	300			
Woods, Mrs. W.	51	20	260	5000	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	10	1			15	15		300									
Baker, Jas	8		152	1500	150	1000	7	1		2	125	15	6	3500				500					
Engelen, W.	2		150	300	20	100	18							500									
Merrill, H. W.	12	8	140	500	40		4			2	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			
Baird, W.	10		150	1500	50	600	12						10	300	30			50	150	30			
Allison, Wm	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

1870

Ass't Marshal

[illegible]