

**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 COEUR D'ALENE-SPOKANE RIVER
BASIN WATER SYSTEM**

CIVIL CASE NUMBER: 49576

Ident. Number _____

Date Received: _____

Receipt No: _____

Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT

ACQUIRED UNDER STATE LAW

For Domestic and/or Stockwater Purposes

Where Daily Use is less than 13,000 gallons per day

1. Name of Claimant(s) J.M.F. Co., Inc. Phone (208) 245-3274

Mailing Address 318 Highland Avenue, St. Maries, Idaho Zip 83861
Street or Box City State

2. Date of Priority: (Only one per claim) 04/20/1899
Month/Day/Year (YYYY)

3. Source of water supply (Check one) Ground Water () or Other (✓) (a) St. Joe River
which is tributary to (b) Coeur d'Alene Lake

4. Location of Point of Diversion is: Township 46N, Range 1E, Section 21 and 22,
_____ 1/4 of _____ 1/4, or Govt. Lot _____ BM. County of Benewah;

Parcel (PIN) no. 46N01E217800A & 46N01E224200A

Additional points of diversion if any: N/A

If available, GPS coordinates: N/A

5. Description of diverting works (Wells, Pumps, Spring boxes, Pipelines, 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. Instream stock watering for 200 head of cattle which drink directly from the St. Joe River

6. Water is claimed for the following: (limited to Domestic and/or Stockwater uses. See page 1 of the instructions.)

For Stockwater purposes from 01/01 to 12/31 amount 0.05 cfs(✓) or AFY ()

For _____ purposes from _____ to _____ amount _____

7. Total Quantity claimed 0.05 cfs (✓) or AFY ()

8. Non-irrigation uses. Describe fully. (eg. Domestic: give number of households served if single ownership;

Stockwater and Number of livestock) 200 head of cattle

9. Location of Place of Use is: Township 46N, Range 1E, Section 21 & 22,
_____ 1/4 of _____ 1/4, Govt. Lot _____ BM. Parcel (PIN) no. 46N01E217800A, 46N01E224200A
If different than shown in Item 4
for (Check One) **Domestic** () **Stock** (✓) **Domestic and Stock** ()

Additional places of use, if any N/A

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

11. Do you own the property listed above as place of use? Yes (✓) No ()

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

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

_____ or None (✓)

13. Remarks:

SEE ATTACHED

14. Basis of Claim (Check One) Beneficial Use (✓) Posted Notice () License () Permit () Decree ()

Court _____ Decree Date _____ Plaintiff v. Defendant _____

If applicable provide IDWR Water Right Number _____

15. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notices in the Coeur d'Alene-Spokane 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: 7

For Individuals: I/We do solemnly swear or affirm under penalty of perjury 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 under penalty of perjury that I am

President _____ of J.M.F. Co., Inc.,
Title Organization

that I have signed the foregoing document in the space below as

President _____ of J.M.C. Co., Inc.,
Title Organization

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

Signature of Authorized Agent Jack A. Buell Date 10/31/2015

Title and Organization Jack A. Buell, President, J.M.F. Co., Inc.

16. Notice of Appearance:

Notice is hereby given that I, Mariah R. Dunham, will be acting as attorney at law of 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 Mariah R. Dunham Date 11-3-2015

Address Morris & Wolff, P.A., 722 Main Ave, St. Maries, ID 83861

Last Name J.M.F. Co., Inc. Identification No. _____

Narrative Regarding Priority Date

The property currently owned by claimant, J.M.F. Co. Inc. was originally acquired by Edward H. Dighton from the Northern Pacific Railroad Company on April 20, 1899 and put to use as a ranch. The ranch included timothy hay production and stock.

The Scott family acquired the property on September 25, 1906 and it remained in the Scott family as a stock ranch until November 20, 2011. Claimant, J.M.F. Co. Inc. acquired the property through sheriff sale on November 20, 2011 and continues to lease the property for stock for 200 head of cattle which are watered directly from the St. Joe River as it runs through the property.

Please see the attached supporting documents:

1. Excerpt from *Pioneer Days on the Shadowy St. Joe*, by Orland A. Scott, Caldwell Idaho, Caxton Printers, Ltd. 1967, pgs. 193-198, photo 10.
2. Deed from Northern Pacific Railroad Co. (grantor) to Edward H. Dighton (grantee) dated April 20, 1899.
3. Deed from Edward H. Dighton (grantor) to Frank E. Scott (grantee) dated September 25, 1906.
4. Sheriff's deed, Benewah County Instrument No. 261358 dated November 20, 2011.

Also attached please find:

1. Colored map showing point of diversion and place of use.
2. Assessor's information for parcel Nos. PIN 46N01E217800A and PIN 46N01E224200A

Pioneer Days
on the Shadowy St. Joe

By

ORLAND A. SCOTT

Coeur d'Alene
Idaho

Coeur d'Alene, Idaho
1968

First printing September, 1967
Second printing June, 1968

© 1967 by
ORLAND A. SCOTT
COEUR D'ALENE, IDAHO

Printed and bound in the United States of America by
The CAXTON PRINTERS, Ltd.
Caldwell, Idaho 83605
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FRANK SCOTT ACQUIRES MORE LAND

Just prior to the construction of the Chicago, Milwaukee & St. Paul Railroad down the valley of the St. Joe, my brother Frank purchased the R. B. Dickerson ranch adjoining Father's homestead on the west. He also bought the Campbell place, consisting of forty-seven acres of very fertile land lying on the riverbank below the Eugene Gay ranch. He bought the Dickerson place in the early spring and planted a large acreage in potatoes and small garden vegetables. The land had been well-tended by the former owners and produced an abundant crop for two years, or as long as Frank owned it. While the railroad was still under construction Frank sold all his holdings around Swan Lake and Muskrat Lake to the Milwaukee Land Company. He then purchased the Edward Dighton ranch just above the head of navigation on the St. Joe and moved his operations to that locality. The Dighton place was the largest producer of timothy hay on the river and included some of the most fertile of the river-bottom lands in the valley. Frank proceeded to clear additional acres covered with willows and cottonwood trees, and thus increased his timothy tonnage. Hay was netting a fair price at the time and he realized better than he had expected on the land, soon paying for it. Besides, he built two large barns for hay and stock during the first years of his residence there. One fall, just after he had filled the barn to full capacity with baled timothy hay, it was struck by lightning and burned to the ground. He immediately rebuilt the barn, adding some additional improvements to care for dairy cows.

Just as he was getting started on the Dighton ranch he met Miss Bess Kirby, a niece of Mrs. Jack Ferguson, who had come west to visit her aunt, and was teaching school at the Porrett school at the lower end of the Charles Porrett ranch, the land of which surrounded Porrett Lake. They became engaged and Bess returned home to her people in Kansas, where Frank later visited. They were united in marriage at the Kirby home in Kansas and immediately

returned to St. Maries on their wedding tour. They were met at the docks at St. Maries by a group of young people who had improvised a well-decorated wheelbarrow to escort them up town to my father's house on College Avenue near the present courthouse. Soon after their arrival in St. Maries they rented a small house in town and remained there until the following spring, when they moved to their permanent home on the old Dighton place, where they continued to live and where their children were born.

Their family consisted of six children—Irene, Walter, Doris, Elmer, Velma, and William. During the years Frank and his wife bought the Newcomb ranch and a part of the Ferrell ranch. They also acquired a 160-acre ranch between the Dighton and Newcomb places and later, the Brown place above Newcomb's. When the children were old enough to strike out for themselves the huge acreage was divided among those who wanted to stay on the farm. Walter acquired the Newcomb ranch. Irene, the original Dighton ranch plus the portion of the Ferrell ranch belonging to Frank and his wife. Elmer acquired the 160 acres known as the Johnson ranch. Walter and his wife Helen, and Irene and her husband, still own their original holdings. Elmer disposed of his place and bought a fine stock ranch near Kalispell, Montana, where he now lives with his family. William has been in the lumber-business from boyhood days. Velma was married to Clayton Weaver, a U.S. Forest Service man. They now live at Lakeview, Oregon, where Mr. Weaver is supervisor of one of the large forests of that state.**

In the exuberant month of June, 1898 or 1899, I got a job working for Mr. and Mrs. Edward Dighton just above the head of navigation on the St. Joe. Dighton had come quite early to the valley, homesteading about a year after William Ferrell arrived. He came directly from his native land, England. Apparently he was from a fairly well-to-do country-gentleman family and had a yearly stipend from the home estate. In the middle nineties he married and brought his bride to the ranch in Idaho. On the way up river they stopped over for a few days at our house, and Mrs. Dighton

** Since the above was written, Mr. Weaver has been transferred to Washington, D.C., to which place he was appointed after the election of 1960.

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proved to be a very bright and interesting person, though totally new to this country. Young and full of life she soon adapted herself to the prevailing conditions and helped her husband get started in a rather lucrative dairy business and a considerable herd of beef stock.

At the time I went to work for them they had established themselves in the dairy business and were making great quantities of fine butter for sale in Coeur d'Alene and Spokane. The Dighton ranch was very productive. The soil was fertilized annually by the floods of the river, which deposited a fine, fertile silt over all the timothy land and kept the meadows in good growing condition. They had a regular hired man-of-all-work whose first name was John, and who exercised good judgment in the care of the stock and the big ranch. He was a likable fellow, winning the friendship of the near neighbors, though he may have been accused of sometimes poking fun at his employer.

My job at Dighton's was to assist with the light chores, help Mrs. Dighton with the kitchen work, run errands, drive the horse when hay was being brought into the barn, take care of the riding horses, of which there were four or five, and beat the brush for game when a hunting trip was in progress.

Dighton was a very nervous man and was not accustomed to the care of stock. He loved to ride horses and was extremely proud of his beautiful English leather riding saddles which had been brought from England. Mrs. Dighton, incidentally, had an extra fine quality side-saddle for her own use and another one kept for women guests. Mrs. Dighton was an excellent horsewoman and preserved her calm and poise in a crisis better than her husband, who often lost control of himself and beat up on the animals.

The year of my employment there, Mrs. Dighton's sister came to live with them. She was a very fine-looking young woman, and I recall quite distinctly how embarrassed Mrs. Dighton used to get when she caught her husband flirting with her pretty sister. The sister afterward married Otto Ernest, who lived as a bachelor on his homestead about four miles below the head of navigation. The couple, after their marriage, sold the St. Joe ranch, and with the money received for it, moved to Colville Valley in Washington, where they bought a hay ranch on which they lived until Mrs. Ernest's death.

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The Dightons loved to hunt and always, English style, hunted with horses and dogs, and with a wonderful equipage of English-make firearms. On the hunting expeditions my job began in early morning. I had to wade through the dew-wet grass of the pasture and catch up the horses, bring them in to the open shed near the barn, curry them carefully, then saddle them. I was given the use of a small pony which I came to be very fond of. With a horse each for the two women, and one for Mr. Dighton, and my own pony, it was quite a chore to have them all saddled and bridled and ready for the hunt on time. The other three horses were better than the average riding stock of that time in the St. Joe country. They were all spirited animals and carried themselves and their riders proudly. Usually we went on the hunt of a Saturday morning quite early, leaving John to finish the chores, and taking off in high spirits. I carried no gun but was given a stout stick with which to beat the brush when we came to a likely place for pheasants or ruffed or blue grouse. I would make as much noise as possible, rattling the bushes and frightening the birds off the ground into trees where they were easy prey to the guns of the Dightons. I had a bag to put the birds in and it always was slung from my horse's saddle horn. If we came to a duck pond and flushed a brace of mallard or teal, the guns would roar and I was expected to watch the ducks and, if they fell into the pond, get them out. As a result, I often was wet to the ears and, if the wind was cold, nearly frozen before we got back to the ranch.

We usually came home with a good bag of game. On arrival, we first took care of the horses, turning them out to pasture and putting the saddles away. Then we'd open the game-bag and lay the birds out in a row under the open shed. Dighton had a long pole just under the comb of the roof, lying parallel with the comb. He tied each bird with a cord by the feet and hung it head down from the pole. The birds were left there for one week before being removed and prepared for cooking. They said they cured that way and were better eating. It was hot and stifling under that roof and I often had the idea the birds were somewhat spoiled before they were taken down. But I never got to taste them because I always ate in the kitchen while the Dightons and their guests were served in the dining room.

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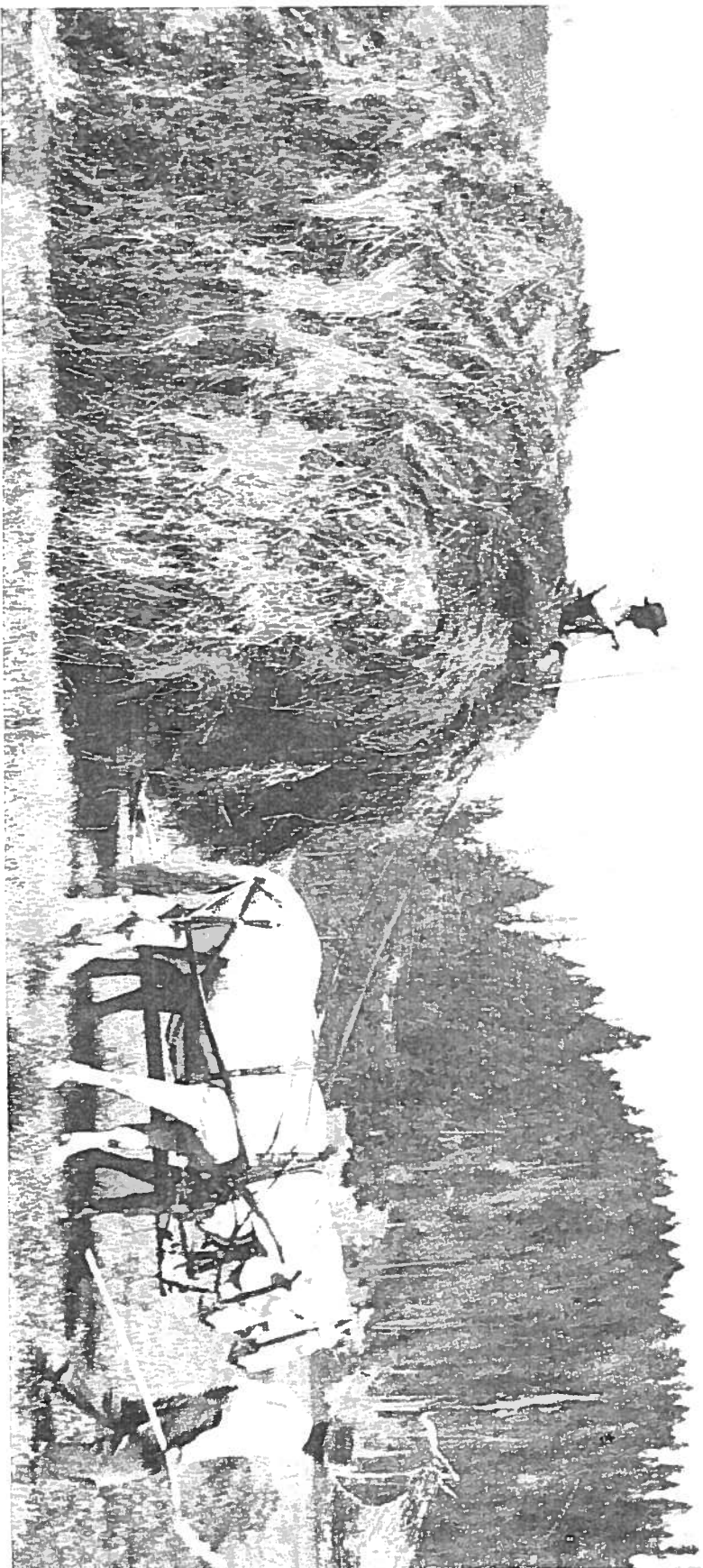
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It was a circus to see Dighton try to milk, as he usually did, particularly when John was busy in harvest or other work about the ranch. There was one young cow he seemed determined to pick a quarrel with every time he approached her. She seemed in deadly fear of the man, as well she should, and whenever he came near she would begin to dance and prance. He always tied her to a fence when milking her, or attempting to do so. Approaching her with pail and stool in hand he would sidle up beside her in a fear-some manner, augmented by an extremely aggressive bearing as though he were going to beat her into a pulp. The poor creature would tug and pull at her rope while she crouched in terror. Finally, trembling all over, she allowed him to be seated on the stool and start milking. Usually, however, before he had finished the job she would suddenly leap ahead and kick out with genuine viciousness, sending Dighton tumbling to the ground and spilling the warm, fresh milk all over him. Cursing and stamping, Dighton would rise from the ground, stool in hand, and start beating the cow. Sometimes I'd see Mrs. Dighton watching the affair from the kitchen window, or John stealing a sly look round the corner of the barn. Dighton, after laying the stool heavily on the animal, would eventually drop the stool, take up the milk pail, and standing beside the cow finish milking her. Frequently this operation required about a half-hour and produced very little milk. The other cows were easier to handle and Dighton would end the milking period in a foul mood, with John doing most of the job.

After the milking was over I carried the milk in pails to the house where I helped Mrs. Dighton run it through the separator, a then late model De Laval, one of the first to be brought into the valley. The cream was churned in a hand-operated barrel churn three times weekly, and the butter, washed, salted, and molded into one-pound oblong packages, was ready for the market. It was fine-quality butter and commanded top prices in Coeur d'Alene and Spokane. Washing the separator was a task that required extra care, and Mrs. Dighton instructed me so that eventually I took major care of the machine. There were over a hundred pieces to be taken apart, washed, dried, and put together again for the next operation. I was too short to reach the work-table comfortably, so John made a sturdy

bench on which I could stand and reach the work easily. Mrs. Dighton provided me with an apron, brushes, and cloths for drying—the while, keeping a kindly supervising eye on what I was doing.

For my work at Dighton's I was given board and room plus three dollars in cash weekly. It was the first real money I had earned, except for a few muskrats and mink I had caught, and whose pelts I had sold to get a few cents to buy fishing tackle. When the season was nearly over, word was brought up via one of the steamers that my brother Walter was very ill and that I should come home immediately. I boarded the next boat. On arrival at home I found my brother unable to talk and in bed with a raging fever. He had suffered an acute attack of appendicitis from eating thorn berries, or black haw berries. He had swallowed the heavy seeds whole, which had lodged in the appendix. The doctors then knew little about treating such cases and the doctor in attendance on my brother gave him a big dose of strong physic which took the lining from the intestines, resulting in Walter's death. Our family was badly upset by his death, as he was a fine, sturdy, unselfish lad, endeared to all members of the family. I went back to Dighton's for two or three weeks, then returned home to attend school in Spokane where my sister Argenta and her husband, Harry Miller, were then living. Harry was river superintendent for the Phoenix Lumber Company at Spokane, Washington.



HAYING ON THE ST. JOE. FRANK E. SCOTT AND HARRY MILLER

DEED. Pend d'Oreille Division
Contracts No. 9742- 11248.
Deed No. 4804/W.

(C) Pend d'Oreille Division.
Contracts No. 9742 and 11248
Deed No. 5804-W.

By W.H.C.

Northern Pacific Railway Company
To
Edward H. Dighton, Saint Joe, Idaho.

NORTHERN PACIFIC RAILWAY COMPANY.

THIS DEED, made the twentieth day of April, in the year of our Lord, One thousand eight hundred and Ninety nine, by the Northern Pacific Railway Company, a corporation duly incorporated under the laws of the State of Wisconsin, party of the first part, and Edward H. Dighton, of the Post Office of Saint Joe, in the county of Kootenai, and State of Idaho, party of the second part, WITNESSETH,

WHEREAS, the party of the first part has contracted to sell and convey to the party of the second part, the parcels of the land hereinafter described, free from encumbrance for the price hereinafter specified,

THEREFORE, In compliance with said contract, the party of the first part, in consideration of the sum of Seven hundred ninety five and 75/100 (\$795.75/100) Dollars, unto it paid the receipt of which is hereby acknowledged, does grant, bargain and convey unto the said party of the second part, his heirs and assigns, the following described tract of land, situate in the County of Kootenai, in the state of Idaho, that is to say: Lots One (1) Two (2) and Five (5) the northeast quarter of Northeast quarter (NE4 of NE4) the northwest quarter of northeast quarter (NW4 of NE 4) and the southeast quarter of Northwest quarter, (SE4 of NW4) of Section Twenty one (21) in Township Forty-six (46) North, of Range One (1) East of the Boise Principal Meridian, containing, according to the United States Government Survey, two Hundred Twenty Five and 70/100 (225/70) acres, more or less, reserving and excepting from said lands such as are now known, or shall hereafter be ascertained to contain coal or iron, and also the use of such surface ground as may be necessary for mining operations, and the right of access to such reserved and excepted coal and iron lands, for the purpose of exploring, developing and working the same. Together with the hereditaments, and appurtenances thereunto belonging or in anywise appertaining, with the reservations and exceptions before stated.

TO HAVE AND TO HOLD the said lands and appurtenances unto the said party of the second part, his heirs and assigns, forever, free and clear of all liens, charges and encumbrances, except taxes and assessments, if any, levied or assessed on Lots 2 and 5 and SE4 of NW4 and NW4 of NE4 for the years 1897 and subsequent years, and on Lot 1 and NE4 of NE4, for the year 1899, and subsequent years, upon the conditions, and subject to the reservations aforesaid. The said party of the first part, for itself and its successors, covenants and agrees to and with the said party of the second part his heirs and assigns, that it will warrant and defend the title to the said premises, forever, except as against the taxes and assessments aforesaid, which, if any, the said party of the second part hereby assumes to pay.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be sealed with its corporate seal, and signed by its president the day and year first above written.

Sealed and delivered in the presence
of: G.F. Dames
Harry A. Fabian.

NORTHERN PACIFIC RAILWAY COMPANY
By C. S. Mellen, President.
Attest:- W. H. Gemmell, Assistant Secretary. \$1.00 I. R.

State of Minnesota)
ss
County of Ramsey.)

On this twelfth day of June, 1899, before me personally appeared C. S. Mellen, to me known, who, being by me duly sworn, did say that he is the President of the Northern Pacific Railway Company, the corporation which executed the foregoing instrument, and

that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said C. S. Mellen acknowledged said instrument to be the Free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the city of St. Paul, the day and year last aforesaid.

(Notarial Seal)

P. W. Corbett, Notary Public, Ramsey County, Minnesota.

State of Idaho)

County of Kootenai) ^{ss} Office of Co. Recorder

I hereby certify that the within deed was filed for record in this office on the 20th day of July, A. D. 1899 at 9 o'clock A. M. and duly recorded in Book "S" of Deeds on page 209.

Jno. C. Callahan, County Recorder.

----- COMPARED
PATENT NO. 20. Northern Pacific Railroad Lands. THE UNITED STATES OF AMERICA. By W.C.
Primary Limits. Coeur d'Alene Land District, Idaho TO ALL TO WHOM THESE PRESENTS SHALL COME,
GREETING:..

WHEREAS, by the act of Congress, approved July 2, 1864, entitled "An Act granting lands to aid in the construction of a Railroad and telegraph line from Lake Superior to Puget Sound, on the Pacific Coast, by the Northern Route" and the Joint Resolution of May 31, 1870, there was granted to the Northern Pacific Railroad Company, its successors and assigns, for the purpose of aiding in the construction of said railroad and telegraph line and branch to the Pacific coast, every alternate section of Public Land, not mineral, designated by odd numbers, to the amount of twenty alternate sections per mile on each side of said railroad line as said company may adopt through the territories of the United States and the alternate sections of land per mile, on each side of said railroad, whenever it passes through any state, and whenever, on the line thereof, the United States have full title, not reserved, sold, granted, or otherwise appropriated, and free from pre-emption, or other claims or rights at the time the line of said road is definitely fixed and a plat thereof, filed in the office of the Commissioner of the General Land Office; And,

WHEREAS, official statements from the Secretary of the Interior have been filed in the General Land Office, showing that the commissioners appointed by the President under the Provisions of the fourth section of the first named Act, have reported to him that said Northern Pacific Railroad and Telegraph Line and branch, excepting that portion between Wallula, Washington and Portland, Oregon, declared fortified by the Act of September 29th, 1890 have been constructed and fully completed and equipped in the manner prescribed by the Act relative thereto, and the same accepted by the president, and

WHEREAS, certain tracts have been listed under the acts aforesaid by the duly authorized agent of said Northern Pacific Railroad Company, as shown by his original lists approved by the local officers and on file in this office, and,

WHEREAS, the said tracts of land lie coternious to the constructed line of road and are particularly described as follows, to-wit:- North of base line and East of Boise Meridian, State of Idaho, Township Forty nine, Range One, the lots numbered one, two, three, and four, the south half of the Northeast quarter, the south half of the Northwest quarter, and the south half of section Five, containing Six Hundred and forty one acres and five hundredths of an acre. The lots numbered one, two, three, and four, the east half of the northwest quarter, the east half of the southwest quarter, and the east half of Section Seven, containing six hundred and thirty seven acres, and twenty eight hundredths of an acre. The lot numbered one, the north half of the southeast quarter, and the north half of

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This Indenture, Made the twenty fifth day of September in the year of our Lord One Thousand Nine Hundred and six, between Edward H. Dighton and Annie Dighton, his wife of Newland, Colesford of Gloucestershire County, State of England part ies of the first part, and Frank E. Scott of Kootenai County, State of Idaho party of the second part

WITNESSETH, That the said part ies of the first part, for and in consideration of the sum of Fifteen Thousand (15,000) Dollars in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, and the said part y of the second part forever released and discharged therefrom have granted, bargained, sold, remised, released, alienated and confirmed and by these presents do grant, bargain, sell, remise, release, alienate and confirm unto the said part y of the second part, and to his heirs and assigns forever all the following described lots, pieces or parcels of land situate in the County of Kootenai & Shoshone and State of Idaho, and known and described as follows to-wit:

The lots numbered one (1) two (2) and five (5); the northeast quarter of the northeast quarter (NE 1/4 NE 1/4); the northwest quarter of the northeast quarter (NW 1/4 NE 1/4) and the southeast quarter of the northwest quarter (SE 1/4 NW 1/4) of section number twenty one (21), and the north half of the northwest quarter (N 1/2 NW 1/4) of section number twenty two (22), in township number forty six (46), north, of range number one (1) east of the Boise Meridian, and containing 305.70 acres more or less, according to government survey together with all the buildings and improvements thereon.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and all the estate, right, title, interest, claim, or demand whatsoever of the said part ies of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances, to have and to hold the said premises above bargained and described, with the appurtenances unto the said part y of the second part his heirs and assigns forever.

And that the said part ies of the first part, forthemselves, their heirs, executors and administrators do covenant, grant, bargain, and agree to and with the said party of the second part his heirs and assigns, that at the time of ensembling and delivery of these presents they were well seized of the premises above conveyed as of a good, sure, perfect, absolute and indefeasible estate of inheritance in law in fee simple, and had good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid; and that the same are free and clear of all former or other grants, bargains, sales, liens, taxes, assessments and incumbrances of what kind or nature soever:

and the above bargained premises in the quiet and peaceable possession of the said partY of the second part his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said part ies of the first part shall and will warrant and defend.

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

Signed, Sealed and Delivered in Presence of E. T. G.

by Edward H. Dighton and Annie Dighton,

Edward H. Dighton.

(SEAL)

in presence of Ed. T. Gardom, Notary Public

Annie Dighton.

(SEAL)

Gloucester, England.

City of Gloucester, County of Gloucester, England (ss. On this twenty fifth day of September in the year 1906, before me, Edward Theodore Gardom, a notary public acting in and for said city in the county aforesaid, personally appeared Edward H. Dighton and Annie Dighton, his wife, personally known to me to be the persons whose names are subscribed to the foregoing deed, and acknowledged to me that they executed and delivered the said deed as their free and voluntary act, for the uses and purposes therein set forth. And on this twenty fifth day of September in the year 1906, before me, Edward Theodore Gardom, a notary public as aforesaid, personally appeared Annie Dighton, wife of Edward H. Dighton, personally known to me to be the person whose name is subscribed to the within deed, described as a married woman and upon an examination made by me in person and hearing of her husband, I made her acquainted with the contents of the instrument, and thereupon she acknowledged to me that she executed the same, and that she does not wish to retract such execution. Given under my hand and official seal, this twenty fifth day of September in the year of our Lord one thousand nine hundred and six, and I further certify that I acknowledged to me, on examination apart from and without the hearing of her husband, and after I had made known to her the contents of said instrument, that she executed the same freely and voluntarily, without fear or compulsion, or under the influence of her husband, and that she did not wish to retract the execution of the same.

Given under my hand and seal this of our Lord, One Thousand Hundred and

day of Gloucester England in the year My commission is permanent.

Filed for record at the request of Frank E. Scott on the 1st day of April A. D. 1907, at 2:00 o'clock P. M.

By D.E. Danby. Deputy. T. L. Quarles. County Recorder.

Fee \$1.50

COPY

261358

RECEIVED

2011 NOV 30 AM 10 51

BENEWAH COUNTY

MICHELE MCDANIEL, CLERK

Shirley Ann Dally
To Benewah County Sheriff's
Office

Nancy A. Wolff
MORRIS & WOLFF, P.A.
722 Main Avenue
St. Maries, Idaho 83861
Telephone: (208) 245-2523
Facsimile: (208) 245-4392

Idaho State Bar # 2930

James L. Westberg
JAMES L. WESTBERG, PLLC
P.O. Box 9003
Moscow, Idaho 83843
Telephone: (208) 883-1520
Facsimile: (208) 883-1521

Idaho State Bar # 2264

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BENEWAH

J.M.F. CO., INC., an Idaho Corporation,	)	Case No. CV09-139
	)	
Plaintiff,	)	
	)	SHERIFF'S DEED
vs.	)	
	)	
WALTER B. SCOTT & SONS, INC., an Idaho	)	
Corporation; THE UNITED STATES OF	)	
AMERICA, by and through the	)	
DEPARTMENT OF TREASURY -	)	
INTERNAL REVENUE SERVICE; IDAHO	)	
STATE TAX COMMISSION; and the IDAHO	)	
DEPARTMENT OF LABOR;	)	
CITYSERVICEVALCON, LLC, a Montana	)	
limited liability company,	)	
	)	
	)	
Defendants.	)	

SHERIFF'S DEED - 1

THIS INDENTURE, made this 30 day of November, 2011, between ROBERT KIRTS, Sheriff of Benewah County, State of Idaho, and J.M.F. Co., Inc., an Idaho Corporation, the purchaser.

WHEREAS, in and by that certain Judgment and Decree of Foreclosure rendered by the District Court of the First Judicial District of the State of Idaho, in and for the County of Benewah, on October 22, 2010, in a certain action then pending in said court, wherein J.M.F. Co., Inc., was Plaintiff, and a copy, with an Order of Sale thereon, was delivered to said Sheriff, for execution, it was, among other things, ordered, adjudged and decreed that all and singular the mortgaged premises described in the Complaint in said action, and specifically described in said Decree, be sold at public auction by said Sheriff, in the manner required by law, and according to the course and practice of said court; that any of the parties to said action might become the purchaser at such sale; and that said Sheriff execute the usual certificates and deeds to the purchaser, as required by law;

AND WHEREAS, said Sheriff did, at the hour of 11:00 o'clock a. m., on the 29th day of November, 2010, after due public notice had been given, as required by the laws of this state, and the course and practice of said court, duly sell at public auction, in front of the Courthouse in the County of Benewah, Idaho, pursuant to said Decree, and the provisions of law, the premises in said Decree, and hereinafter described, were fairly struck off to said purchaser for the sum of \$638,875.88, by credit bid, it being the highest bidder, and that, being the highest sum bidden for the same;

AND WHEREAS, said J.M.F. Co., Inc., by and through its attorney Nancy A. Wolff of Morris & Wolff, P.A. thereupon paid to Sheriff by credit bid so bidden by it;

AND WHEREAS, said Sheriff thereupon made and issued the usual certificate, in duplicate, of said sale, in due form of law, and delivered one thereof to said purchaser, and caused the other to be filed and recorded in the Recorder's office of the County of Benewah County, Idaho as Instrument No. 258864.

AND WHEREAS, more than one (1) year has elapsed since the date of said sale, and no redemption has been made of the premises so sold, as aforesaid, by or on behalf of said defendant, or by or on behalf of any other person;

NOW, said Robert Kirts, Sheriff, in order to carry into effect the sale so made by him as aforesaid, in pursuance of said decree, and in conformity to the statute in such case made and provided, and also, in consideration of the premises and of said credit bid, so bidden and paid to him by purchaser, J.M.F. Co., Inc., the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto said purchaser, and to its successors and assigns forever, the following described real property:

Real property in the County of Benewah, State of Idaho, described as follows:

Government Lots 1, 2, 5, 6 and portions of the SE $\frac{1}{4}$ NW $\frac{1}{4}$, Lots 3, 4, together with an island in the St. Joe River in Section 21, also together with a portion of the SW $\frac{1}{4}$ NW $\frac{1}{4}$, Government Lot 2 and all of Government Lot 3 of Section 22, all in Township 46 North, Range 1 East, Boise Meridian, Benewah County, Idaho. The boundary of the portion of Section 21 North of the St. Joe River is described as:

Beginning at the $\frac{1}{4}$ corner common to Sections 21 and 22.

Running thence N 00°12'15" W, along the east line of Section 21, a distance of 1,323.06 feet to the North 1/16 corner between Sections 21 and 22;

Thence S 89°56'15" W, along the east-west centerline of the NE $\frac{1}{4}$ of Section 21, a distance of 2,655.09 feet to the Center-North 1/16 corner of Section 21;

Thence S 00°29'00" W, along the north-south centerline of Section 21, a distance of 329.97 feet;

Thence S 89°57'45" W, parallel to the north line of the SE¼ NW¼ of said section, a distance of 1,501.30 feet to a point in the thread of Slaughter House Creek as it currently exists;

Thence S 10°21'00" W, along said creek thread, a distance of 285.68 feet;

Thence S 10°15'15" E, along said creek thread, a distance of 113.37 feet;

Thence S 17°42'30" W, along said creek thread, a distance of 49.94 feet;

Thence S 59° 03'15" W along said creek thread, a distance of 99.39 feet;

Thence S 28°17'30" W, along said creek thread, a distance of 333.97 feet;

Thence S 53°49'15" W, along said creek thread, a distance of 294.05 feet;

Thence S 83°07'45" W a distance of 46.12 feet to the intersection of said stream thread and the easterly edge of Oak Avenue of Ferrell Townsite, a recorded subdivision in Benewah County;

Thence S 00°03'30" E, along said east edge of Oak Avenue, a distance of 752.61 feet to the southwest corner of Block 29 of said Townsite;

Thence N 89°56'30" E, along the south line of Blocks 29 and 30, a distance of 605.65 feet to a point on the right bank of the northerly channel of the St. Joe River as it currently exists;

Thence easterly along said right bank a distance of 5,425.39 feet.

The current meanders of said river bank are:

Beginning at the above described intersection with the south line of Block 30. Running thence:

N 31°02'00" E 76.27 feet; N 16°42'00" E 104.40 feet;

N 44°04'30" E 438.46 feet; N 57°39'15" E 177.55 feet;

N 72°26'30" E 82.86 feet; N 75°31'45" E 160.08 feet;

S 78°14'00" E 49.03 feet; N 60°45'00" E 143.26 feet;

S 50°29'45" E 243.66 feet; N 87°47'45" E 130.10 feet;

S 83°02'45" E 82.61 feet; S 60°56'45" E 102.96 feet;

S 21°48'00" E 80.78 feet; S 46°58'30" E 205.18 feet;

S 78°41'30" E 101.98 feet; N 85°45'45" E 135.37 feet;

S 51°42'30" E 193.66 feet; N 45°00'00" E 99.00 feet;

S 69°07'30" E 126.29 feet; N 11°04'15" E 234.36 feet;

N 83°54'45" E 377.13 feet; N 71°12'00" E 248.24 feet;

N 50°26'30" E 149.16 feet; N 16°42'00" E 156.60 feet;

N 68°12'00" E 134.63 feet; S 56°53'15" E 274.59 feet;

S 82°34'00" E 231.95 feet; N 86°25'30" E 400.78 feet;

N 23°12'00" E 114.24 feet; S 65°01'15" E 185.21 feet;

N 18°55'30" W 185.00 feet to the intersection of said right bank with the east line of Section 21;

Thence N 00°27'00" E, along said Section line, a distance of 165.02 feet to said ¼ corner between Sections 21 and 22, the point of beginning of this description.

Excepting from the above Pine Avenue between Blocks 25 and 26 and the alleys platted in and between Blocks 25, 26, 29, and 30 of said Ferrell Townsite.

Together with Government Lot 6 of said Section 21.

Said government Lot was depicted by the 1893 survey as one island in the St. Joe River. This Lot currently exists as two (2) islands separated by a bisecting channel and separated from the mainland by northerly (minor) and southerly (major) channels of the river. These islands will be identified as West and East islands in this description. The current meanders of the West island are: Beginning at a point on its easterly shore, from which point the E ¼ corner of Section 21 bears N 79°49'30" E -766.70 feet. Running thence:

N 47°04'15" W 58.73 feet; S 15°56'45" E 145.60 feet;

N 50°34'00" W 196.80 feet; S 18°26'00" W 94.87 feet;

N 34°01'15" W 241.30 feet; S 80°18'45" E 207.97 feet;

S 27°15'15" W 185.61 feet; N 80°50'15" E 157.00 feet;

S 50°00'45" W 202.30 feet; N 59°25'15" E 127.77 feet;

S 73°29'45" W 140.80 feet; N 77°39'30" E 163.78 feet;

N 46°44'15" W 233.45 feet East 340.00 feet;

S 78°09'30" W 316.74 feet; N 70°42'30" E 317.84 feet;

S 57°31'45" W 195.58 feet; N 35°21'45" E 190.07 feet;

S 12°20'15" W 163.78 feet; N 14°02'15" W 20.62 feet to the point of beginning.

The current meanders of the East island are:

Beginning at a point on its northeasterly shore from which point the E ¼ corner of Section 21 bears N 17°19'45" E - 316.16 feet. Running thence:

N 61°23'15" W 125.30 feet; S 69°26'45" E 256.32 feet;

N 87°30'45" W 230.22 feet; S 82°14'00" E 222.04 feet;

S 76°30'15" W 128.55 feet; N 77°28'15" E 184.39 feet;

S 35°32'15" W 172.05 feet; N 22°37'15" W 195.00 feet to the point of beginning.

Also together with a certain island not depicted by the 1893 survey and subsequently created by the erosion of the northerly channel into Government Lot 5 of Section 21. The current meanders of said island are: Beginning at a point on the westerly shore of said island from which point the southwest corner of Block 29 of Ferrell Townsite previously described, bears N 87°09'45" W - 687.82 feet.

Running thence:

N 83°53'00" E 422.40 feet; N 52°12'15" W 310.04 feet;

N 36°28'15" E 143.00 feet; S 49°45'45" W 340.59 feet;

S 77°28'15" E 46.10 feet; S 27°18'00" W 174.43 feet;

N 45°00'00" E 49.50 feet to the point of beginning. This island is to be assigned Benewah County Assessor's Tax No. 1028 for identification purposes only.

The boundary of the parcel in Section 22 is described as: Beginning at the West ¼ Corner of said Section. Running thence N 00°12'15" W, along the west line of said Section a distance of 1,323.06 feet to the North 1/16 corner between Sections 21 and 22;

Thence N 89°56'15" E a distance of 293.00 feet;
Thence S 00°12'15" E a distance of 1,628.80 feet to a point on the northerly bank of the St. Joe River as it currently exists;
Thence N 64°34'45" W, along said river bank, a distance of 327.06 feet to the intersection of said bank with the west line of Section 22;
Thence N 00°27'00" E, along said section line, a distance of 165.02 feet to the point of beginning.

Also together with an easement for the right to use, maintain, and/or improve an existing approach roadway 40 feet in width across a portion of the NW ¼ NW ¼ of Section 22, Township 46 North, Range 1 East. The centerline of said roadway is described as: Beginning at a point on the southerly right-of-way boundary of the St. Joe River Highway, said point being opposite Engineer's Station 731+35.8 of said highway survey. Running thence S 00°12'15" E a distance of 85.77 feet to a point on the north boundary of the afore described parcel in the SW ¼ NW ¼ of Section 22. From this point the southwest corner of said NW ¼ NW ¼ bears S 89°56'15" W - 273.00 feet.

This perpetual, exclusive easement is to run with and jointly serve the properties of the Grantor and Grantee, their heirs or assigns, in Sections 21 and 22.

SUBJECT TO such rights, easements, covenants and restrictions as appear of record or by use upon the premises.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the premises above mentioned and described, and hereby conveyed, or intended so to be, together with the appurtenances, to said J.M.F. Co., Inc., its successors and assigns forever.

IN WITNESS WHEREOF, said grantor, as Sheriff aforesaid, hereunto sets his hand the day and year first above written.

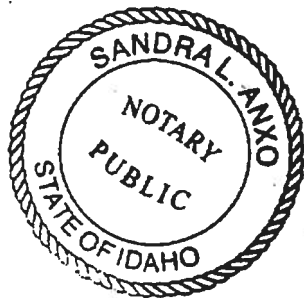
ROBERT KIRTS
Sheriff of Benewah County

By: 

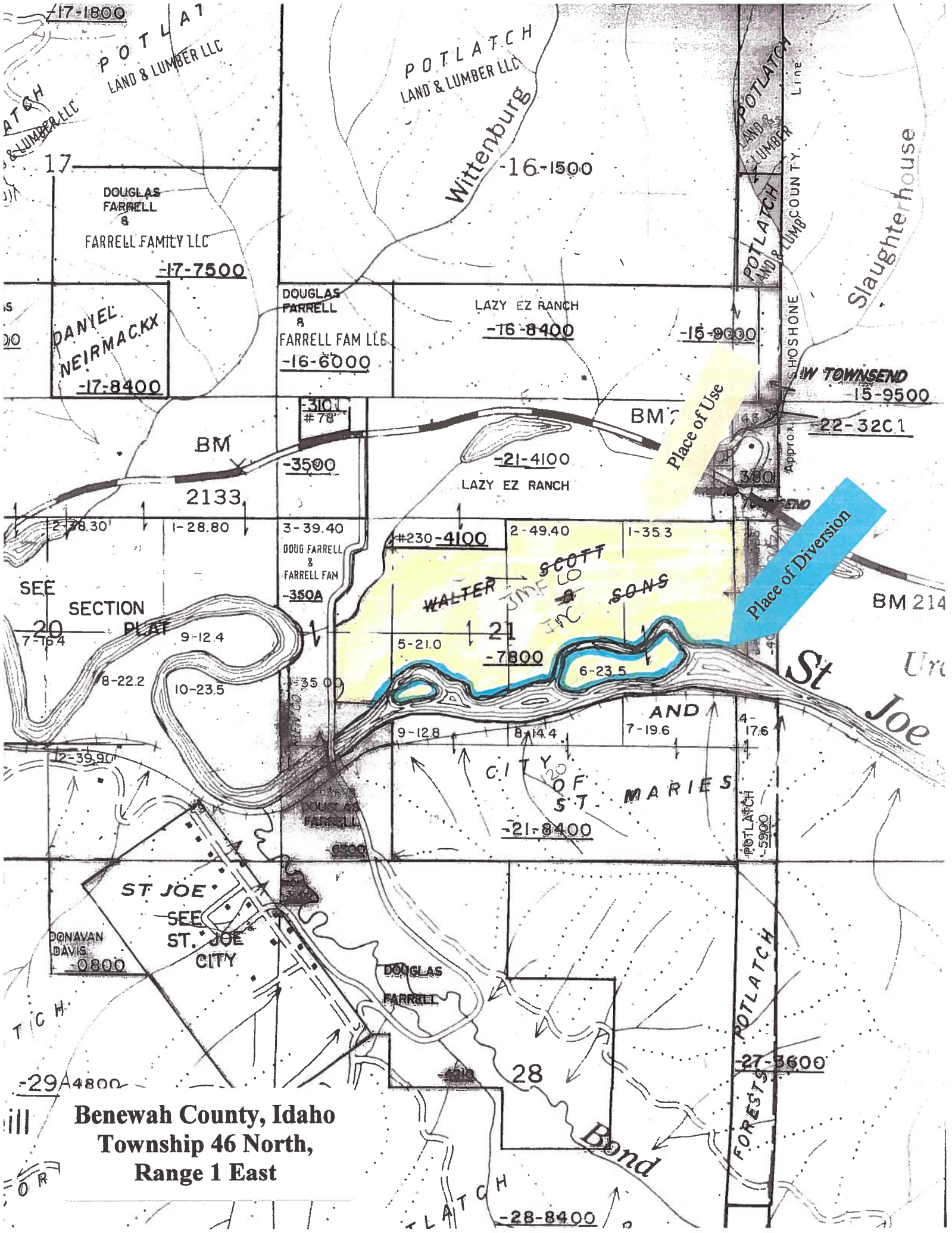
STATE OF IDAHO)
) ss.
County of Benewah)

On this 30 day of November, 2011, before me the undersigned, a Notary Public in and for the State of Idaho, personally appeared Robert Kirts, Sheriff of Benewah County, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same.

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



Sandra L Anxo
Notary Public in and for Idaho
Residing at: St. Maries Id
Commission expires: 10/13/2017



Benewah County, Idaho
Township 46 North,
Range 1 East

3/18/15

PAO410 - PARCEL MASTER INQUIRY

13:36:10

PARCEL: RP 46N01E217800 A

F9=MS

F17=DD F19=SP

LEGAL DESCRIPTION

S21 T46N R1E

PT LOTS 3 & 4, LOTS 1,2,5 & 6,

PT SENW, TAX #1028

ProVal Area Number 1CODE AREA 5-0000 OWNER CD PARC TYPE LOC CODE 7EFFDATE 1311985 EXPDATE PREV PARCEL

JMF CO, INC

318 HIGHLAND DRIVEST MARIES ID 83861

CAT	RY	QUANTITY	UN	VALUE	HO MRKT	HO EXMP	CB MRKT	OTHER
5	2012	169830	AC	39230				

TOTALS 169830 39230

ENTER NEXT PARCEL NUMBER RP AFKeys: F3=Exit F6=Nm F7=LG
F8=CT F13=TM F18=HS F20=SrcH

3/18/15

PAO410 - PARCEL MASTER INQUIRY

13:35:48

PARCEL: RP 46N01E224200 A

F9=MS

F17=DD F19=SP

LEGAL DESCRIPTION

JMF CO, INC

S22 T46N R1E

PT LOT 2, LOT 3, PT SWNW

318 HIGHLAND DRIVEProVal Area Number 1CODE AREA 5-0000 OWNER CD PARC TYPE LOC CODE 7 ST MARIES ID 83861EFFDATE 1311985 EXPDATE PREV PARCEL

CAT	RY	QUANTITY	UN	VALUE	HO MRKT	HO EXMP	CB MRKT	OTHER
5	2012	10490	AC	2423				

TOTALS 10490 2423

ENTER NEXT PARCEL NUMBER RP AFKeys: F3=Exit F6=Nm F7=LG
F8=CT F13=TM F18=HS F20=SrcH