

IDAHO DEPARTMENT OF WATER RESOURCES RECOMMENDED
WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 29-11740

NAME AND ADDRESS:

EAST SIDE DITCH CO
2299 S MARSH CREEK RD
MC CAMMON ID 83250

SOURCE: Source:
MARSH CREEK

Tributary:
PORTNEUF RIVER

QUANTITY: 1.020 CFS

PRIORITY DATE: 02/26/1869

06/14/1867

POINT OF DIVERSION:

T08S R36E S15 NWNWSE Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

Purpose of use

Period of use:

Quantity:

IRRIGATION

04/01 10/31

1.020 CFS

PLACE OF USE:

53.9 ACRES TOTAL

~~61 ACRES TOTAL~~

Place of use is within the area served by the East Side Ditch Company. The boundary encompassing the place of use for this water right is described with a digital boundary as defined by I.C. Section 42-202B(2) and authorized pursuant to I.C. Section 42-1411(2)(h). The data comprising the digital boundary are incorporated hereir by reference and are stored on a CD-ROM disk issued in duplicate originals on file with the SRBA District Court and the Idaho Department of Water Resources. A map depicting the place of use is attached hereto to illustrate the place of use described by the digi boundary.

Use of this right with right no. 29-13642 is limited to the irrigation of a combined tot 61 acres in a single irrigation season.

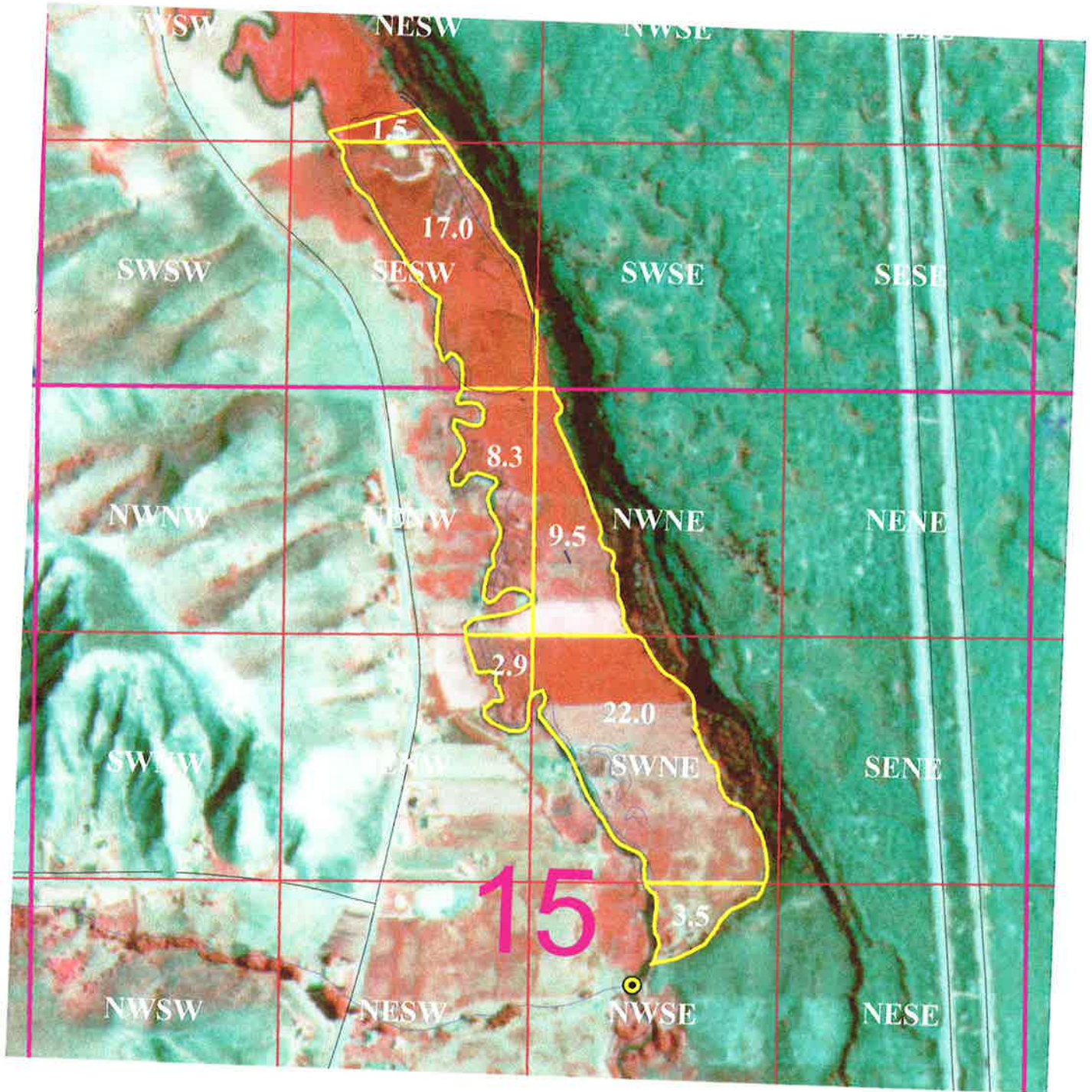
~~THIS RIGHT IS LIMITED TO THE IRRIGATION OF 51 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.~~

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: BASIS OF CLAIM - Beneficial Use

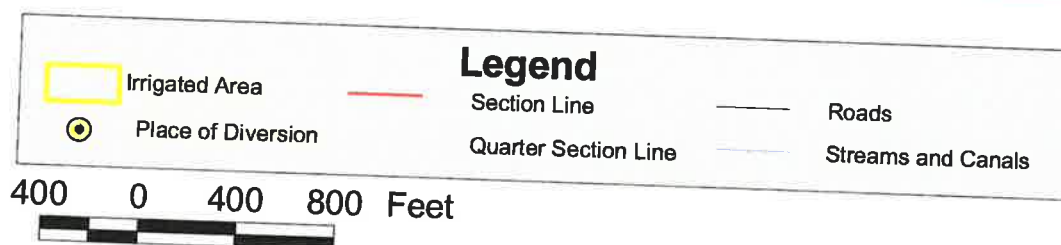
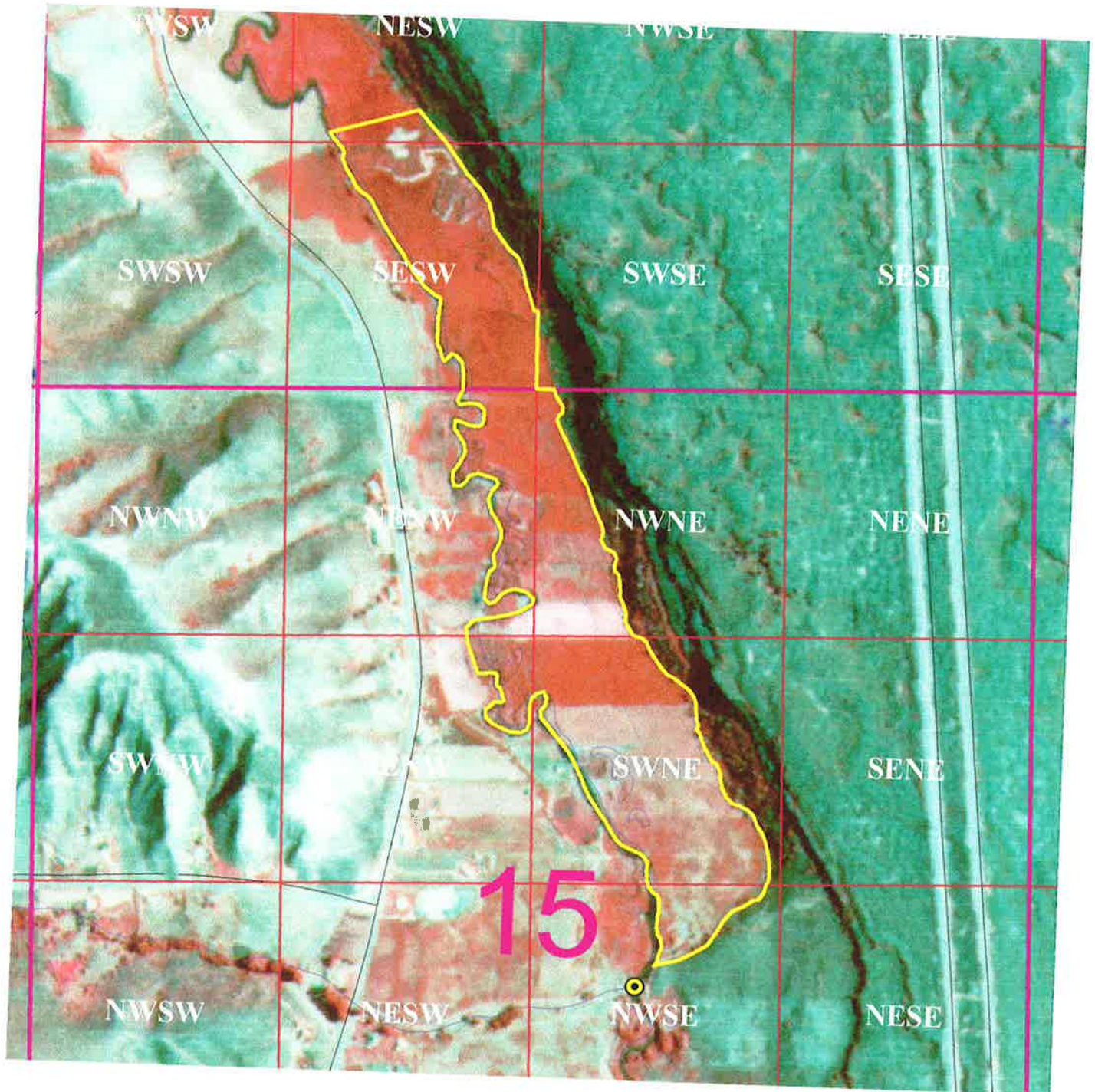
Township , 8S36E



Water Right Claim Number A29-11740

07/17/2000

Township , 8S36E



Dave Tutthill, Candice McHugh, Susan, Ernie & Cindy
29-11740 Eastside Ditch Co.
7/3/03
10:00 AM
10am - 11:15 AM

Sec. 10 - No deed a document to support
a early N1/2SE & SESE. error on claim.
Sec. 15 NWNE dead homestead entry -
was excluded from the date
& reversion - 1937;

S1/2 SWNE 1936, remaining land has
NWSE to change
1926 -
- 1916 dead

That dead from 1936 to the present
E & NW - 1916! Patent issued
1922
1934 -
what would
1936 → Today if water was not put
to B.U.

Candice - recommending
Section 15
Indian → non Indian
NWSE, SWNE
← NENW, SENW

Section 10. T85, R36E
patent to 1927 - S1/2 SW, SESE
patent 1907 - NESW.
No evidence of reserve

Sec. 10

S $\frac{1}{2}$ SW - 1953 Chapheart (1st nonindian)

NESW - '

NWNE Sec. 15 can't recommend homestead entry - date of 1926. (claimed 7th ad.)

Remainder will have 1868 date.

NWNE 9.4 acres - Combined total acres of 1961

about

51 ac. - 1867 Claim

(1 ac.) 1907

9 ac. - 1937 NWNE Sec. 15 & NESW of Sec 10 (9 acres)

1 ac - 1907 doc NESW NOT an allotment

Split. 29-11740

61 acres

TBS, R36E

1937 (10 acres) NESW Sec. 10. (1 ac.) (1907)
NWNE Sec. 15 (90 ac.)

1868 (51 acres) SWNE, NENW, SENW,
NWSE Sec. 15

Ernie asked if Carter could make the recommendations because Ernie has already sent the selection file for the directors report.

The land in NESW of section 10 has documents for 1907 priority date but since it is only 1 acre, we are lumping it with the 1937 priority date and recommend 2 claims

Layout - lg POU; NO change in boundary.

Service Area Boundary East Side Ditch

Claim No.: 29-11740

Boundary
Township/Range
Sections

Utah Department of Water Resources
1987-88 NAAPP Photography
Prepared by: Sierra Corbin
Date Prepared: September 2004

0 0.5 1 1.5 Miles

T08S R36E

10

SESW

NENW

SENW

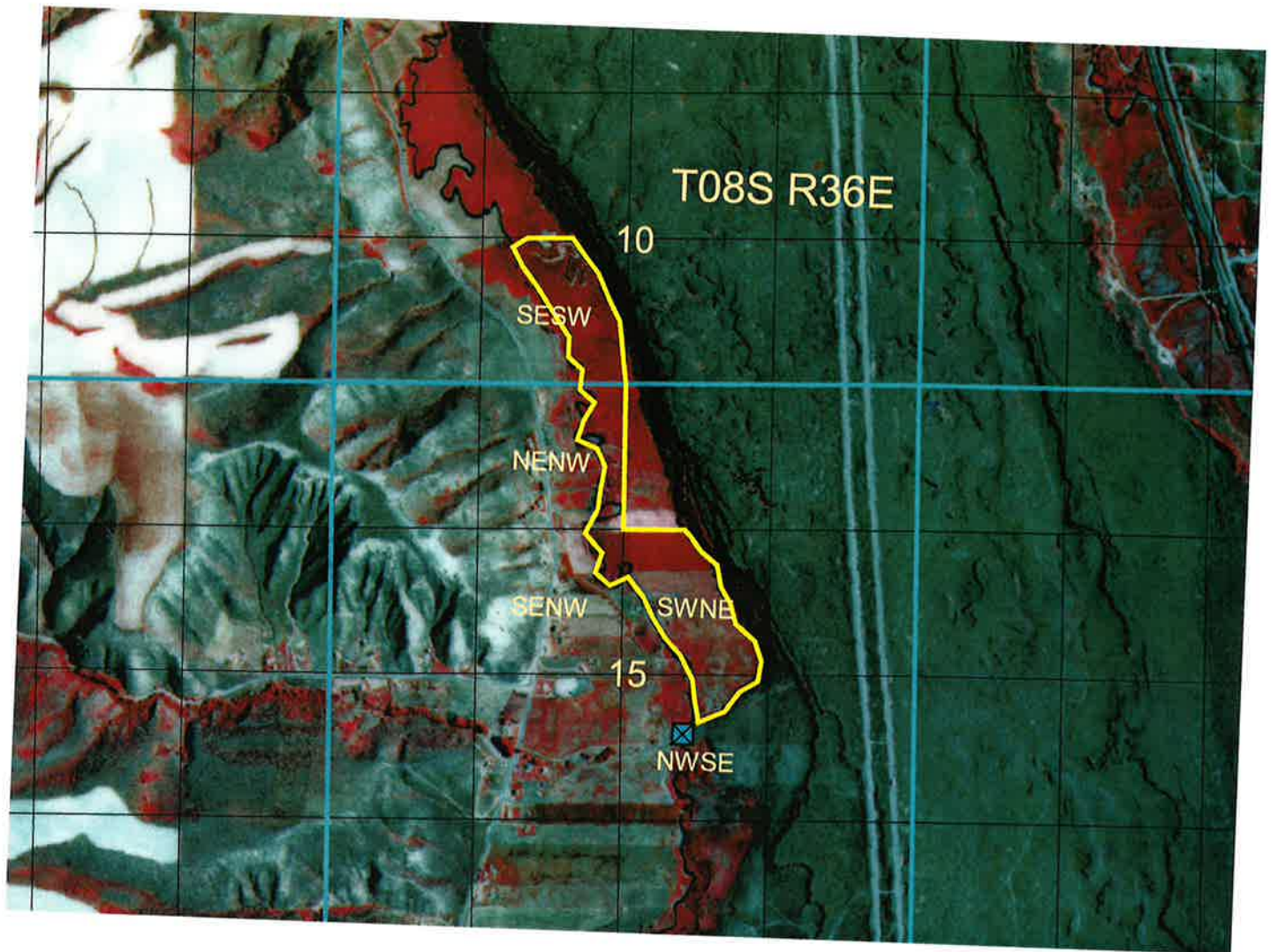
SWNE

15

NWSE

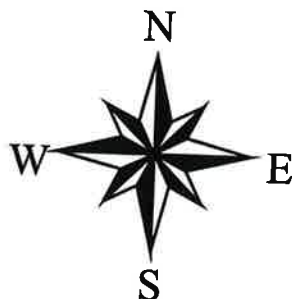
DEPARTMENT OF WATER RESOURCES

Claim No.: 29-11740



0 1320 2640 3960 5280 Feet

-  Point of diversion.shp
-  Place of use.shp
-  Township/Range
-  Sections
-  QQ



GIS Place of Use Illustration
1987/1988 NAPP Photography
Prepared by: E. Carlsen
Date: September 2004

Ownership/chain of title claim no. 29-11740

Date	Owner	Conveyed to	Property	Document
5/7/1907	USA	Lorin Walker	SWNW, N/2SW S10 and SE NE S9, T8S R36E	Patent ?
5/27/1912	USA	Thomas Richardson	W/4 S15 T8N R36E [40 acres]	Record of Patents
5/5/1916	USA	Nephi Ohapit - Ft. Hall Indian	N/2 SW S15 T8S R36E [80 acres]	Patent – issued in lieu of patent dated 5/3/1902
5/5/1916	USA	Yawgwazap – Ft. Hall Indian	E/2 NW S15 T8S R36E [80 acres]	Patent – issued in lieu of patent dated 5/3/1902
3/25/1922	Slim Nephi & Ella Kenic [Heirs of Yawgwazap]	Mrs. Albert [Sallie] Zwiegart	E/2 NW S15 T8S R36E [80 acres]	Indian Deed Inherited Lands
1/25/1926	Ingwegeo Chapit – Ft. Hall Indian	L.M.Cardon	SWNE S15 & NWSE S15 [80 acres]	Deed noncompetent Indian Lands
5/2/1927	USA	Po_ey_ou – Ft. Hall Indian	S/2 SW S10 T8S R36E	Patent
6/12/1934	Sallie Toston [aka Sallie Zwiegart, Sallie Kelly]	Frank Toston	E/2 NW S15 T8S R36E [80 acres] N/2 SW S15 T8S R36E [80 acres]	Warranty Deed
6/30/1934	L.M. and Julia Cardon	Frank Toston	SWNE S15 & NWSE S15 [80 acres]	Warranty Deed
12/22/1936	Frank Toston		E/2 NW S15 T8S R36E [80 acres] N/2 SW S15 T8S R36E [80 acres] SWNE S15 & NWSE S15 [80 acres]	Decree of foreclosure and order of sale.
4/26/1937	USA	Marvin Shappart	NWNE S15 T8S R36E [40 acres]	Record of Patent
4/17/1939	Marvin and Elaine Shappart	A.M. Newton	NWNE S15 T8S R36E [40 acres]	Warranty Deed
9/28/1953	Lillie Tetoby and LaSalle Pocatello [Heirs of Pe ey ou}	C.C. Shappart	S/2 SW S10 T8S R36E [80 acres]	Deed Restricted to Indian Land
11/30/1967	Chester Charles Shappart	Edgar Eliassen	W/2 SW S3 T8S R36E	Warranty Deed
9/30/1969	D.N. Ranch,	A.M. Newton	SWSE, NWNE,	Warranty Deed

	Inc.		SWNE, NWSE S15 T8S R36E	
3/31/1970	A.M. Newton	General Sales, Inc.	SWSE, NWNE, SWNE, NWSE S15 T8S R36E	Warranty Deed
6/4/1973	Edgar and Lucille Eliason	Gradyn Staley	W/2 SW S3 T8S R36E, S/2 SW S10 T8S R36E	Warranty Deed
1/11/1974	Gradyn and Carol Staley	Marion and Delores Mathews	S/2 SW S10 T8S R36E	Warranty Deed
1/16/1976	Marion and Delores Mathews	Leslie and Verna Walker	S/2 SW S10 T8S R36E	Warranty Deed
6/25/1985	Dennis and Marsha Newbold	Paul Kendall	NW S15 T8S R36E ?	Warranty Deed
6/10/1996	Leslie and Verna Walker	Robert and Carole Triplett	S/2 SW S10 T8S R36E	Warranty Deed

29-11740



THE UNITED STATES OF AMERICA,

335

To all to whom these Presents shall come, Greeting:

CERTIFICATE

No. 2845

Whereas Lorin Walker, of Bannock County, Idaho,

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Blackfoot, Idaho, whereby it appears that full payment has been made by the said Lorin Walker,

according to the provisions of the Act of Congress of the 28th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the South West quarter of the North West quarter and the North East quarter of the North East quarter of Section ten and the South East quarter of the North East quarter of Section nine, in Township eight South, of Range thirty six East of Boise Meridian, in Idaho, containing one hundred and sixty acres,

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said Lorin Walker

Now know ye, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said Lorin Walker

and to his heirs, the said Tract above described: To have and to hold the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereto belonging, unto the said Lorin Walker

and to his heirs and assigns 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 also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law. 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, Theodore Roosevelt

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 seventh day of May, 1907, in the year of our Lord one thousand eight hundred and seven, and of the Independence of the United States the one hundred and thirty-first.

By the President: T. Roosevelt

By A. M. McKean, Secretary

Recorder of the General Land Office.

Section 15 #	Township 8 Seller	Range 36 EBM Buyer	Date	Description	
527720 Reissue 609874 32227-16 I.O. 29	US	Ingweboo	May 5, 1916 this issued in lieu of one dated May 3, 1902	SW/4 NE/4 NW/4 SE/4	
149107	Ingweboo Ohapit	L.M. Cardon	January 25, 1926	SW/4 NE/4	
172346	L.M. Cardon & Julia M Trenton Cardon	Frank Toston	June 30, 1934	SW 1/4 NE1/4 NW 1/4 SE 1/4	
195831	M.J. Rossiter Sherrif Frank Toston foreclosed Dec 22, 1936 back to Utah Mortgage Elmer Ellsworth & Hucho heirs of Tahmanzonah Portneuf, Dec Elmer Ellsworth & Hucho heirs of Charley Portneuf, Deceased Ella Nephi Smart of Manneatee Stone, dec	A.M. Newton	January 20, 1938	SW/4 NE/4 E /2 NW/4 N /2 SW/4 NW/4 SE/4	15-8-36
211583	Frank Toston	A.M. Newton & Florence Newton	August 14, 1940	S /2 SW/4 SW/4 SE/4	15-8-36
212013	M.J. Rossiter Sherrif Federal Farm Mortgage	A.M. Newton	November 2, 1939	S /2 SW/4 SW/4 SE/4	
365153	A.M. Newton	D.N. Ranch, Inc.	July 5, 1960	SW1/4 SE1/4 NW1/4 NE1/4 SW1/4 NE1/4	15-8-36

The United States of America,

On all in whom these presents shall come, Greeting:

WHEREAS, a schedule of allotments approved by the Secretary of the Interior has been deposited in the General Land Office, whereby it appears that Ingweboo,
an Indian of the Fort Hall Reservation, has been allotted the following-described land:

The southwest quarter of the northeast quarter and the northwest quarter of the southeast quarter of Section fifteen in Township eight south of Range thirty-six east of the Boise Meridian, Idaho, containing eighty 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 the UNITED STATES OF AMERICA, in consideration of the premises, and in accordance with the provisions of the Act of Congress of February 23, 1889 (25 Stat., 688), HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT, unto the said Ingweboo and to her heirs, the lands above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereto belonging, unto the said Ingweboo and to her heirs forever, with the provision that the title hereby acquired shall not be subject to alienation, lease, or incumbrance, either by voluntary conveyance of the grantee or her heirs, or by the judgment, order, or decree of any court, or subject to taxation of any character, but shall be and remain inalienable and not subject to taxation for the period of twenty-five years, and until such time thereafter as the President may see fit to remove the restriction. 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.

This patent is issued in lieu of one dated May 3, 1902.

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

FIFTH

(SEAL)

day of

MAY

in the year of our Lord one thousand

nine hundred and

SIXTEEN

and of the Independence of the

United States the one hundred and

FOURTIETH.

By the President:

By

Woodrow Wilson
M. P. Le Roy Secretary
L. B. Lamar Recorder of the General Land Office

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 Fifth day of May in the year of our Lord one thousand nine hundred and SIXTEEN and of the Independence of the United States the one hundred and Fortieth.

(Seal)
RECORDED: Patent Number 827720
Entered on Tract Book 1445

By the President: Woodrow Wilson
By M. P. LeRoy, Secretary.
L. Q. C. Lamar
Recorder of the General
Land Office.

RECORDED Feb. 3, 1920 5 32 P M in Book 62 of Deeds, page 591. Records of
Bannock County, State of Idaho, at request of B T & Co.

Lillian Sponberg, Recorder

Fee \$1.00

INSTRUMENT NO. 149107

5--183a
DEED NONCOMPETENT INDIAN LANDS

Office of Indian Affairs
Received Mar. 13, 1926
13020

THIS INDENTURE, Made and entered into this 25th day of January one thousand nine hundred and Twenty-six by and between Ingwebo Chapit, of Fort Hall, Idaho, noncompetent Fort Hall Indian, party of the first part, and L. M. Carson of McCammon, Idaho, party of the second part:

WITNESSETH, That said party of the first part, for and in consideration of the sum of One Thousand Two Hundred Fifty Five Dollars, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto said party of the second part the following-described real estate and premises situated in Bannock County, State of Idaho, to wit:

SW/4 NE/4 & NW/4 SE/4 Sec 15 Tp. 3 S. R. 36, BWM, Idaho (80)
acres.

"And there is reserved from the lands hereby granted a right of way for ditch and canals constructed by the authority of the United States."

together with all the improvements thereon and appurtenances thereunto belonging. And the said party of the first part, for herself and her heirs, executors, and administrators, does hereby covenant, promise, and agree to and with the said party of the second part, his heirs and assigns, that they will forever warrant and defend the said premises against the claim of all persons, claiming or to claim by, through, or under them only.

To have and to hold said described premises unto the said party of the second part, and his heirs, executors, administrators and assigns, forever.

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

WITNESSES:
Lillian Gauthier
Frank Kyselka

Ingwebo Chapit (Seal) 1/25/26
(finger print)

STATE OF IDAHO

COUNTY OF BANNOCK

ss.

BE IT REMEMBERED, That on this 25 day of January, A. D. 1926; Before me undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Ingwebo Chapit to me personally known to be the identical person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notary seal on the day and year last above written.
(Seal)
My commission expires 5/15/29.

Robert M. Allen
Notary Public

DEPARTMENT OF INTERIOR,
Office of Indian Affairs,
Apr. 12, 1926

Hauke
Harschalk

The within deed is respectfully submitted to the Secretary of the Interior, with the recommendation that it be approved.

Chas. E. Burke
Commissioner

DEPARTMENT OF THE INTERIOR,

The within deed is hereby approved.

John H. Edwards

Assistant Secretary

OFFICE OF INDIAN AFFAIRS, Land Division
Mar. 7, 1926

Recorded in Deed Book, Non competent Indian Lands, Vol. 54, Page 160.

RECORDED on the 5 day of Feb. 1930 at 4 30 o'clock P. M., and duly recorded
Book 62 of Deeds, on page 592, at request of B T A Co.

Lillian Sponberg, Recorder

Fee \$1.00

By Gretta Wright,

INSTRUMENT NO. 149129

QUIT CLAIM DEED

THIS INSTRUMENT, made the 5th day of August, in the year of our Lord One
Thousand Nine Hundred and 29 between Idaho Finance & Development Corporation of Pocatello,
County of Bannock and State of Idaho the party of the first part, and S. H. Lyon and
Ida Lyon, his wife of Pocatello, of the County of Bannock and State of Idaho, the
parties of the second part;

WITNESSETH, That the said party of the first part, for and in consideration
of the sum of One and No/100 DOLLARS, lawful money of the United States of America, and
other good and valuable considerations, to it in hand paid by the said parties of the
second part, the receipt of which is hereby acknowledged, does by these presents demise,
release and forever quitclaim unto the said parties of the second part, and to their
heirs and assigns, all those certain parts of lots situated in Bannock County, of the
State of Idaho, particularly described as follows, to-wit:

Commencing at Easterly corner of lot one, Block 319, in the City
of Pocatello, and running thence in a Westerly direction along the
line between Halliday Street and said lot 1, 48 feet to the point
of beginning; thence westerly along said line between Halliday St.
and said lot one, a distance of 46 feet; thence at right angles in
a Southerly direction across lots one, two and three of said block,
a distance of ninety feet to line dividing lots three and four of
said block; thence at right angles in a Easterly direction along
dividing line between said lots three and four, forty-six feet;
thence at right angles in a northerly direction 90 feet across lots
three and two and one of said block, to the point of beginning, the
same being a rectangular piece of ground having a frontage of 46
feet on Halliday Street, and is the middle of the Official Plat of the
1, 2, 3 of said block 319, according to the Official Plat of the
Survey of said lands returned to the General Land Office by the
Surveyor General.

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

TO HAVE AND TO HOLD all and singular the said premises, together with the
appurtenances unto said parties of the second part, and to their heirs and assigns for-
ever.

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

Signed, seal and Delivered in the
Presence of

(Corporate Seal)

Idaho Finance & Development Corp.

By A. Laker Cook (Seal)

Vice-pres.

Attested L. J. Cook (Seal)

Sec.

STATE OF IDAHO,

County of Bannock

On this 5th day of August in the year 1929, before me, Sam P. Smith, Notary
Public in and for in and for State of Idaho personally appeared A. Laker Cook, and
L. J. Cook known to me to be Vice-pres. and Sec'y. of Idaho Finance & Development
Corporation, and who acknowledged to me that said corporation executed the within in-
strument, as per general authority of record in Bannock County, Idaho.

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

(Seal)

Sam P. Smith
Notary Public
Residing at Pocatello, Idaho.

Filed for record at the request of S. H. Lyon Feb'y 4, 1930, at 10 o'clock PM.
Lillian Sponberg, Recorder

Fee \$1.00

Anna K. S. Deputy

RECEIVED
SEP 27 1929

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 Fifth day of May in the year of our Lord one thousand nine hundred and SIXTEEN and of the Independence of the United States the one hundred and Fortieth.

(Seal)
RECORDED: Patent Number 527720
Entered on Tract Book MMS

By the President: Woodrow Wilson
By M. P. McKay, Secretary.
L. Q. C. Lamar
Recorder of the General
Land Office.

RECORDED Feb. 3, 1930 3 32 P M in Book 62 of Deeds, page 591. Records of
Bannock County, State of Idaho, at request of B T A Co.

Lillian Spangberg, Recorder

Fee \$1.00

INSTRUMENT NO. 149107

5--183a
DEED NONCOMPETENT INDIAN LANDS

Office of Indian Affairs
Received Mar. 13, 1926
13020

\$1.50 I.R.S. attached and cancelled

THIS INSTRUMENT, Made and entered into this 25th day of January one thousand nine hundred and Twenty-six by and between Ingwebo Chapit, of Fort Hall, Idaho, noncompetent Fort Hall Indian, party of the first part, and L. M. Cardon of McCammon, Idaho, party of the second part:

WITNESSETH, That said party of the first part, for and in consideration of the sum of One Thousand Two Hundred Fifty five Dollars, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto said party of the second part the following-described real estate and premises situated in Bannock County, State of Idaho, to wit:

SW/4 NE/4 & NW/4 SE/4 Sec 15 Tp. 8 S. R. 36, NRM, Idaho (80)
acres.

"And there is reserved from the lands hereby granted a right of way for ditches and canals constructed by the authority of the United States."

together with all the improvements thereon and appurtenances thereunto belonging. And the said party of the first part, for herself and her heirs, executors, and administrators, does hereby covenant, promise, and agree to and with the said party of the second part, his heirs and assigns, that they will forever warrant and defend the said premises against the claim of all persons, claiming or to claim by, through, or under them only.

To have and to hold said described premises unto the said party of the second part, his heirs executors, administrators and assigns, forever.

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

WITNESSES:
Lillian Gauthier
Frank Kyselka

Ingwebo Chapit (Seal) 1/25/26
(finger print)

STATE OF IDAHO

COUNTY OF BANNOCK

ss.

BE IT REMEMBERED, That on this 25 day of January, A. D. 1926, before the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Ingwebo Chapit to me personally known to be the identical person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial seal on the day and year last above written.

(Seal)
My commission expires 5/15/29.

Robert M. Allen
Notary Public

DEPARTMENT OF INTERIOR,
Office of Indian Affairs,
Apr. 13, 1926

Hauko
Marschall

The within deed is respectfully submitted to the Secretary of the Interior, with the recommendation that it be approved.

Chas. N. Burke
Commissioner

DEPARTMENT OF THE INTERIOR,
Apr. 13, 1926

The within deed is hereby approved.

John H. Edwards
Assistant Secretary

C.J.G.
OFFICE OF INDIAN AFFAIRS, Land Division
Mar. 7, 1928

Recorded in Deed Book, Non competent Indian Lands, Vol. 54, Page 160.

149107-2

RECORDED on the 3 day of Feb. 1930 at 4 30 o'clock P. M., and duly recorded in Book 62 of Deeds, on page 592, at request of B T A Co.

Lillian Sponberg, Recorder

Fee \$1.00

By Gretta Wright, Deputy

INSTRUMENT NO. 149129

QUIT CLAIM DEED

THIS INDENTURE, Made the 5th day of August, in the year of our Lord One Thousand Nine Hundred and 29 between Idaho Finance & Development Corporation of Pocatello County of Bannock and State of Idaho the party of the first part, and B. H. Lyon and Ida Lyon, his wife of Pocatello, of the County of Bannock and State of Idaho, the parties of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One and No/100 DOLLARS, lawful money of the United States of America, and other good and valuable considerations, to it in hand paid by the said parties of the second part, the receipt of which is hereby acknowledged, does by these presents demise, release and forever quitclaim unto the said parties of the second part, and to their heirs and assigns, all those certain parts of lots situated in Bannock County, of the State of Idaho, particularly described as follows, to-wit:

Commencing at Easterly corner of lot one, Block 319, in the City of Pocatello, and running thence in a Westerly direction along the line between Halliday Street and said lot 1. 43 feet to the point of beginning; thence westerly along said line between Halliday St. and said lot one, a distance of 46 feet; thence at right angles in a Southerly direction across lots one, two and three of said block, a distance of ninety feet to line dividing lots three and four of said block; thence at right angles in a Easterly direction along dividing line between said lots three and four forty-six feet; thence at right angles in a northerly direction 90 feet across lots three and two and one of said block, to the point of beginning, the same being a rectangular piece of ground having a frontage of 46 feet on Halliday Street, and is the middle 46 by 90 feet of lots 1, 2, 3 of said block 319, according to the Official Plat of the Survey of said lands returned to the General Land Office by the Surveyor General.

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 said premises, together with the appurtenances unto said parties of the second part, and to their heirs and assigns forever.

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

Signed, seal and Delivered in the Presence of

Idaho Finance & Development Corp.

(Corporate Seal)

By A. Laker Cook (Seal)

Vice-pres.

Attested L. J. Cook (Seal)

Sec.

STATE OF IDAHO,)
) ss.
County of Bannock)

On this 5th day of August in the year 1929, before me, Sam P. Smith, a Notary Public in and for in and for State of Idaho personally appeared A. Laker Cook and L. J. Cook known to me to be Vice-pres. and Sec'y. of Idaho Finance & Development Corporation, and who acknowledged to me that said corporation executed the within instrument, as per general authority of record in Bannock County, Idaho.

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

(Seal)

Sam P. Smith
Notary Public
Residing at Pocatello, Idaho.

Filed for record at the request of B. H. Lyon Feb'y 4, 1930, at 20 minutes past 3 o'clock PM., in Record of Deeds, page 593.

Lillian Sponberg, Recorder

Fee \$1.00

Anna Koeke, Deputy

36515-1

THIS DEED made this 5th day of July In the year of our Lord One Thousand Nine Hundred and Fifth between A. M. NEWTON, a

of Bannock County of Idaho the part y of the first part and D. R. RALPH, INC., a corporation,

of Bannock County of Idaho the part y of the second part:

WITNESSETH: That the said part y of the first part, for and in consideration of the sum of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION DOLLARS, lawfully owing of the United States of America, to him in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged do by these presents, Grant, Bar

This deed is a deed of gift; hence, no revenue stamps are required.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belong

ing or in anywise appertaining, and the rents, issues and profits thereof. TO HAVE AND TO HOLD, all and singular, the said premises together with the appurtenances and

privileges thereunto incident unto the said part y of the second part, and to its successors and assigns forever and the said part y of the first part, and his heirs and assigns warrant the said premises in the quiet and peaceable possession of the said part y of the second part

the undersigned and assigns against the said part y of the first part, and his heirs and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

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

Witness my hand and Delivered in the Presence of R. M. Newton [SEAL] [SEAL] [SEAL] [SEAL]

The following described real estate, all being located in Hancock County, Idaho:

W.M.W., Sec. 23, Township 7 South, Range 36 E.B.M., 40 acres particularly described as follows:

Beginning at the Southeast corner of the south west quarter of the Southeast quarter of Section 36 Township 7 South, Range 36 E.B.M., and running thence West along the southern boundary line of the said sub-division, a distance of thirty rods; running thence North at right angles a distance of thirty rods to the west boundary line of said sub-division; running thence North at right angles a distance of twelve rods; running thence East at right angles a distance of eighty rods; running thence South at right angles a distance of twenty rods to the place of beginning, and containing eight and one-half acres, more or less.

Tract in the S.W. 1/4, T. 7 S., Range 36 E.B.M., more particularly described as follows:

Beginning at the Southwest corner of Section 14, Township 7 South, Range 36 East, Boise Meridian in Idaho, running thence North along West boundary line of said Section 14, distance of 8 rods, thence East at right angles to last described line distance of 30 rods; thence South at right angles to last described line distance of 8 rods to South boundary line of said Section 14, Township and Range aforesaid, thence West along South boundary line of said Section 14 distance of 30 rods to place of beginning.

Section 15, T. 7 South, Range 36 E.B.M. 1.50 acres

Section 15, T. 7 South, Range 36 E.B.M., excepting however Tax #3 described as follows:

the South line of said Section 15, 1331.7 feet, to the Southwest corner of the Section of said Section 15, to the point of beginning, thence East on the South line of said Section 15, 200 feet, thence North at right angles to the South line of said Section 15, 247.5 feet, thence West parallel to the South line of said Sec. 15, 264 feet, thence South at right angles to last described line 247.5 feet to the point on South line of said Section 15, thence East 64 feet to the point of beginning, consisting of tract of land containing 18 acres of land more or less according to official plat of survey of said lands returned to the General Land Office by Surveyor General, known as the Thoms Cemetery.

Real Estate continued

→ NE $\frac{1}{4}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 22, T. 7 S., R. 36 E.B.M.

120 acres

Tract SE $\frac{1}{4}$ NE $\frac{1}{4}$, Tax 56, S. 22, T. 7 S., R. 36 E.B.M., more particularly described as follows:

Beginning at the Northwest corner of the Southeast Quarter of the Northeast Quarter, said Section 22, thence East 480 feet; thence Southwesterly to a point 500 feet South of the point of beginning; thence North 500 feet to the point of beginning, said tract containing 2.75 acres more or less

2.75 acres

Tax 40 being the SW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 22, T. 7 S., Range 36 E.B.M., excepting, however, the following described tracts of land:

1. Beginning at a point S. 10°02' E., 604 feet from the NW corner of SW quarter of the NE quarter of Sec. 22, Twp. 7 South, Range 36 E.B.M., which point is on the West boundary line of the same subdivided subdivision, thence S. 83°14' E., 117 feet thence N. 89°28' E., 200 feet; thence N. 71°23' E., 230 feet; thence S. 55°28' E., 101.3 feet, more or less, to a point on the southerly Right-of-Way boundary of the Bannock County Road; thence S. 73°11' E., 710.8 feet along the southerly Right-of-Way boundary of said Bannock County Road; thence on a 21°42' degree curve right, 157 feet along the southerly right of way boundary of said Bannock County Road to a point on the East boundary line of the SW quarter of the NE Quarter of Sec. 22, Twp. 7 South, Range 36 E.B.M.; thence S. 02°29' E., 529.6 feet, more or less on the East boundary line of the same subdivision to the SE corner of the SW quarter of the NE quarter of Sec. 22, Twp. 7 South, Range 36 E.B.M.; thence S. 36°54' W., 1373.4 feet, more or less, on the South boundary of the same subdivision to the Southwest corner of this same subdivision; thence N. 00°02' W., 622.5 feet, more or less on the West boundary line of the same subdivision to the point of beginning, containing 22.60 acres, more or less.

Also: Beginning at a point 451.7 feet south of N.W. corner of Southwest quarter of the Northeast Quarter of Section 22, Township 7 South, Range 36 East of Boise Meridian, (being a Northwest corner of an Indian Allotment); thence South 0°02' East 232.3 feet; thence South 83°14' East 117 feet; thence North 36°13' East 200 feet; thence North 71°23' East

Real Estate continued:

230 feet; thence North $55^{\circ}25'$ East 100 feet;
thence North $76^{\circ}23'$ West 175 feet; thence South
 $77^{\circ}37'$ West 380 feet to the point of beginning,
containing 2.213 acres, more or less;

Also, commencing at the Northwest corner of
Southwest quarter of Northeast quarter of
Section 22, Township 7 South, Range 36 East
of Boise Meridian, (being a Northwest corner of
an Indian Allotment); thence East 100 feet;
thence South 100 feet; thence North $85^{\circ}57'$ East
430 feet; thence South $64^{\circ}19'$ East 172 feet to
point of beginning; thence South $45^{\circ}52'$ West
314 feet; thence South $77^{\circ}50'$ East 138 feet;
thence North $55^{\circ}25'$ East 21 feet; thence North
 $22^{\circ}15'$ East 180 feet; thence North $12^{\circ}50'$ West
67.4 feet to point of beginning, containing
.661 acres more or less, all being in the
Southwest quarter of the Northeast quarter of
Section 22, Township 7 South, Range 36 E.B.M.;

Also beginning at a point 100 feet East and
100 feet South of the Northwest corner of the
SW $\frac{1}{4}$ of Section 22, T. 7 S., R. 36 E.B.M.,
thence South $0^{\circ}02'$ East 294 feet; thence North
 $76^{\circ}07'$ East 262 feet; thence North $67^{\circ}37'$ East
125 feet; thence North $45^{\circ}30'$ East 2.6 feet; thence
North $64^{\circ}19'$ West 119 feet; thence South $85^{\circ}57'$ West
430 feet to the place of beginning, containing
4.4 acres more or less,

All of the following real estate located in Township
7 South, Range 36 E.B.M.:

SW $\frac{1}{4}$, NW $\frac{1}{4}$, SE $\frac{1}{4}$, NE $\frac{1}{4}$, S $\frac{1}{2}$, all in Sec. 22;
and Tract in NE $\frac{1}{4}$ SW $\frac{1}{4}$, in Sec. 22, described as follows:
Beginning at the west end of the south $1/16$
line of Section 22, Township 7 South, Range
36 E.B.M., thence South $89^{\circ}33'$ E. along said
south $1/16$ line 1082.3 feet, more or less to
the Easterly right-of-way line of the Marsh
Creek Road, which point is the true point of
beginning; thence continuing S. $89^{\circ}33'$ E.
1634.3 more or less to the center line of

Real Estate continued:

Marsh Creek; thence S. 11°22' E. 92 ft.; thence S. 29°05' W. 35 ft.; thence S. 67°05' W. 30 ft.; thence W. 73°35' W. 79 ft.; thence S. 21°57' W. 23 ft.; thence S. 11°22' W. 330 ft. more or less to a line 660 ft. South of and parallel to the South 1/16 line; thence N. 89°33' W. 215 ft.; thence N. 61°05' W. 64 ft.; thence S. 32°22' W. 177 ft.; thence N. 43° 23' W. 374 ft.; thence S. 73°45' W. 99 ft.; thence S. 27° 54' W. 127 ft.; more or less to a line 660 ft. South of and parallel to the South 1/16 line; thence W. 39°33' W. 639.4 ft.; more or less to the quarterly right of way line of the Marsh Creek Road; thence along said right of way line N. 31°25' E. 351.5 ft.; thence N. 65°01' W. 542 ft.; thence S. 1°00' E. 1000 ft. more or less to the town line.

Real Estate continued:

STATE OF IDAHO.

COUNTY OF BANNOCK

ss:

On this 5th day of July, in the year 1909, before me
the undersigned, a Notary Public in and for said County and

State, personally appeared A. M. NEWTON, a witness

known to me to be the person whose name is

subscribed to the within instrument, and acknowledged to me that he executed the same

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

[Signature]
Notary Public

Residence Pocatello, Idaho

305153

O. R. Baum
Spaulding Building, City
1909 9 - 27 31
187

5.40

1.00

GRANTY DEED

TO

OF IDAHO.

OF

ss:

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

at minutes past

o'clock M. this day of

A. D. 19

at my office and duly recorded in Book

of Deeds at page

Ex-Officio Recorder

By

Deputy

Page 5

The southwest quarter of the Northeast quarter, the East Half of the Northwest quarter, the North Half of the Southwest quarter, and the Northwest quarter of the southeast quarter of Section fifteen, Township eight South, Range thirty-six East of the Boise Meridian, containing 240 acres;

Together with any and all water, water rights, irrigating ditches, aqueducts, canals, appropriations, franchises, and privileges owned by said parties, or either of them, or belonging to or with, lead to, connected with or unaffiliated and enjoyed in connection with the said premises or any part or parcel thereof and especially including a right to the use of water from Fort Hall government irrigation project sufficient in quantity to properly and permanently irrigate the lands above described, together with all ditch and lateral rights appurtenant thereto, and also including all that right to the waters of Horse and Walker Creeks and all the right, title and interest of the mortgagor in and to the waters from said creeks;

Together with the tenements, hereditaments, and appurtenances and any and all water rights and irrigating ditches thereto belonging or in anywise appertaining;

In the manner prescribed by law and to apply the proceeds of such sale to the satisfaction of said judgment with interest thereon and costs, together with Sheriff's fees, and to execute the usual certificate and deed to the purchaser or purchasers; and

WHEREAS, In compliance with said writ, that on the 18th day of January, 1937, between the hours of 2 o'clock in the morning and 5 o'clock in the afternoon, to-wit: at the hour of 10 o'clock in the forenoon of that day in front of the front door of the County Court House in Bannock County, State of Idaho, and after due and legal notice had been given in the said behalf as by the Statute of such in such case made and provided, J. J. Royster, Sheriff, duly sold at public auction all and singular the premises above described and in said writ mentioned and described, and by said Decees directed to be sold to Utah Mortgage Loan Corporation, a corporation, who was the highest bidder thereon, in the sum of Four Hundred Seven and 15/100 (\$407.15) Dollars lawful money of the United States of America;

And whereupon the said purchaser paid to said Sheriff the said sum of \$407.15 as bid by Utah Mortgage Loan Corporation and whereupon J. J. Royster as such Sheriff made and issued such Certificate of sale as by law directed in duplicate and delivered one to the said purchaser and filed the other in the office of the Recorder for said Bannock County for record; and

WHEREAS, The period of one year has expired since the date of said sale and no redemption of or for said premises has been made and WHEREAS, said Utah Mortgage Loan Corporation, a corporation purchaser as aforesaid has sold, assigned, transferred and not-for said certificate of sale herein above mentioned and described to A. M. Newton, grantee herein;

NOW KNOW YE, THIS INDENTURE WITNESSETH: That the said party of the first part, the said J. J. Royster Sheriff as aforesaid, in order to carry into effect the sale as made by J. J. Royster Sheriff, as aforesaid, in pursuance of said writ and in conformity to the Statute in such case made and provided, and also in consideration of the premises, and of the said sum of \$407.15 so bid and paid by the said purchaser to J. J. Royster Sheriff as aforesaid, the receipt whereof is hereby acknowledged, hath granted, bargained, sold and conveyed, and by these presents doth Grant, Bargain, Sell and Convey unto the party of the second part and to his heirs and assigns forever, all and singular the above described premises;

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD All and singular the above mentioned and described premises hereby conveyed, or intended so to be, together with the appurtenances, unto the said party of the second part, his heirs and assigns forever.

IN WITNESS WHEREOF, J. M. J. Royster, the party of the first part or whose Sheriff as aforesaid, have hereunto set my hand and your first above written.

J. J. Royster
Sheriff of Bannock
County, State of Idaho.

J. J. Royster
Notary Public,
Bannock County, Idaho

Copy made and this instrument was filed for record at the request of J. J. Royster Sheriff on the 15th day of January, 1937, at 3 o'clock P.M. in my office, and I do hereby certify that it is a true and correct copy of the original as the same appears in my office.

1937-1-15

This Indenture, Made ~~xxxx~~ this ^{WAR} 30th

WITNESSETH: That the said part ~~ies~~ of the first part, for and in consideration of the sum of

Twelve money of the United States of America, to them in hand paid by the said party Y of the second part, and the receipt whereof is hereby acknowledged and for other good and valuable considerations by these presents, Grant, Bargain, Sell and Convey and Confirm unto the said party Y of the second part, and to his heirs and assigns forever: All those certain lot 8, wherein or parts of land being in the County of Blaine, State of Idaho, bounded and more particularly described as follows, to-wit:

\$1.00 I. R. S. Attached and Cancelled.

Together with, all and singular, the tenements, hereditaments and appurtenances thereto belonging or otherwise appertaining
rents, issues and profits thereof:
TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances and privileges therein contained,
the said part of of the second part, and to his heirs and assigns forever. And the said part of of the first part
and their heirs the said premises in the quiet and peaceable possession of the said part of of the second part
their heirs and assigns against the said part of of the first part, and their heirs and against all other persons
person or persons whomsoever, lawfully claiming or to claim the same; shall and will warrant and defend their heirs and assigns
IN WITNESS WHEREOF, The said part of of the first part have hereunto set their hands and seals at
the day and year last above written.

STAMPED, SEALED AND DELIVERED IN THE PRESENCE OF

LaRue Carlson

Julia M. Cardon

STATE OF ~~XXXX~~ UTAH

County of Cache) ss.
On this 3rd day of July, in the year to 34, before me, Willard Paulsen
a Notary Public in and for said County and State, personally appeared L. M. Cardon and wife, Julia Y.
Cardon known to me to be the persons whose names are
subscribed to the within instrument, and acknowledged to me that they executed the same.
IN WITNESS WHEREOF I have hereunto set my hand.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in the foregoing first page.

(Date) My commission expires May 9, 1936.

Willard Paulsen
Notary Public.
Residence Logan, Utah

I hereby certify that this instrument was filed for record at the request of
 at 59 minutes past 4 o'clock P.M., this 25 day of July
 A. D. 1934, in Book 67 of Deeds, at page 560
 Fee \$1.00 Grace L. Hall
 Ex-Officio Recorder. By Gretta K. Chambers

UTAH MORTGAGE LOAN CORPORATION, a corporation,

● 貧乏

Defendants.

ORDER OF SALE.

THIS CAUSE came regularly on to be heard this 22nd day of December, 1936. Merrill & J. A. Carver, United States Attorneys at Law, appeared for and on behalf of the Plaintiff, and on behalf of the United States of America, of Idaho, of Pocatello, Idaho, appeared for and on behalf of the Plaintiff, and Huch, heirs of Taymanzonah Fortney, deceased, and on relation and for the use of Elsworth and Huch, heirs of Charles Fortney, deceased, and on relation and for the use of Elsworth and Huch, heirs of William Elsworth, said action according to law; that the said remaining defendants, and each of them, failed to appear and plead to plaintiff's amended complaint on the date and at the time allowed by law, or at all, to appear and plead to plaintiff's amended complaint on the date and at the time allowed by law, or at all, was duly and regularly entered. Defendant was introduced on the date and at the time allowed by law, or at all, to appear and plead to plaintiff's amended complaint on the date and at the time allowed by law, or at all, was duly and regularly entered.

Evidence was introduced for and on behalf of the plaintiff in support of plaintiff's Exhibit A and B inclusive, and oral evidence introduced for and on behalf of the defendants. The Court ordered that Dees according to the prayer of plaintiff's amended complaint consisting of plaintiffs Exhibits A and B being fully advised in the present case that attorneys' fees were taxed by the Court at \$125.00. The Court further ordered that the amended complaint be entered and for the entry of a decree in favor of the plaintiff.

The Court further ordered that the defendant, United States of America, pay to the plaintiff the sum of \$25.00.

introduced for and on behalf of the defendants. The Court being fully advised in the premises that attorneys' fees were fixed by the Court at \$125.00.

The Court further ordered that the defendant, United States of America on relation and for the use of Elmer Ellsworth and Hucho, heirs of Tahmanzonah Portneuf, deceased, and on relation and for the use of Elmer Ellsworth and Hucho, heirs of Charley Portneuf, deceased, judgment lien against the land above described, subject, however, in all respects to the mortgage of the plaintiff above referred to; and

It appearing to the Court that Findings of Fact and Conclusions of Law have been specifically waived in writing, and it further appearing from the evidence in writing to satisfaction of the Court:

1. That on the 10th day of July, 1936, the plaintiff herein caused to be filed in the office of the County Recorder of Bannock County, Idaho, a notice of the hearing of this suit, containing the names of the parties thereto, the object thereof, and a true and correct description of the lands and premises affected thereby.
2. That there is now due and owing to the plaintiff, Utah Mortgage Loan Corporation, a corporation, from the defendants, the principal sum of \$196.00, together with interest thereon at the rate of 7% per annum from June 14, 1934, until paid, reasonable attorneys' fees and costs of this action;
3. That the terms and conditions of both said note and mortgage, and each of them, have been broken by the defendants; that the plaintiff is entitled to have said mortgage enforced and foreclosed and the lands and premises hereinafter described sold in the manner prescribed by law, and the proceeds arising from said sale applied to and upon the payment of the aggregate amount found due the plaintiff.
4. That each and all of the allegations and averments of plaintiff's amended complaint are true and correct;
5. That the defendant, United States of America on relation and for the use of Elmer Ellsworth and Hucho, heirs of Tahmanzonah Portneuf, deceased, has a judgment against the land above described subject, however, to the plaintiff's mortgage herein ordered foreclosed, that the United States of America on relation and for the use of Elmer Ellsworth and Hucho, heirs of Charley Portneuf, deceased, has a judgment against the defendant, Frank Toston, in the amount of \$113.38, which said judgment is a lien against the land above described subject, however, to the plaintiff's mortgage herein ordered foreclosed, that the United States of America on relation and for the use of Elmer Ellsworth and Hucho, heirs of Tahmanzonah Portneuf, deceased, has a judgment against the defendant, Frank Toston, in the amount of \$262.91, which said judgment is a lien against the land above described subject, however, to the plaintiff's mortgage herein ordered foreclosed, that the United States of America on relation and for the use of Elmer Ellsworth and Hucho, heirs of Tahmanzonah Portneuf, deceased, has a judgment against the defendant, Frank Toston, in the amount of \$145.00, which said judgment is a lien against the land above described subject, however, to the plaintiff's mortgage herein ordered foreclosed;

NOW, THEREFORE, on motion of Plaintiff and in view of the foregoing, the Court orders that the plaintiff's motion be granted and that the defendant, United States of America, do pay to the plaintiff the sum of \$196.00, together with interest thereon at the rate of 7% per annum from June 14, 1934, until paid, together with reasonable attorneys' fees and costs of this action, and that the plaintiff's mortgage herein ordered foreclosed be satisfied out of the proceeds of the sale of the land and premises hereinafter described, and that the defendant, United States of America, do pay to the plaintiff the sum of \$113.38, which said judgment is a lien against the land above described subject, however, to the plaintiff's mortgage herein ordered foreclosed, and that the defendant, Frank Toston, do pay to the plaintiff the sum of \$145.00, which said judgment is a lien against the land above described subject, however, to the plaintiff's mortgage herein ordered foreclosed.

2. That there is now due and owing to the plaintiff, Utah Mortgage Loan Corporation, a corporation, from the defendants, the principal sum of \$196.00, together with interest thereon at the rate of 7% per annum from June 14, 1934, until paid, reasonable attorneys' fees and costs of this action;

3. That the terms and conditions of both said note and mortgage, and each of them, have been broken by the defendants; that the plaintiff is entitled to have said mortgage enforced and foreclosed and the lands and premises hereinafter described sold in the manner prescribed by law, and the proceeds arising from said sale applied to and upon the payment of the aggregate amount found due the plaintiff.

4. That each and all of the allegations and averments of plaintiff's amended complaint are true and correct;

5. That the defendant, United States of America on relation and for the use of Elmer Ellsworth and Hucho, heirs of Tahmanzonah Portneuf, deceased, has a judgment against defendant, Frank Toston, in the amount of \$262.91, which said judgment is a lien against the land above described subject, however, to the plaintiff's mortgage herein ordered foreclosed; that the United States of America on relation and for the use of Elmer Ellsworth and Hucho, heirs of Charley Portneuf, deceased, has a judgment against the defendant, Frank Toston, in the amount of \$113.38, which said judgment is a lien against the land above described subject, however, to the plaintiff's mortgage herein ordered foreclosed; that the United States of America on relation and for the use of Ella Nephi Smart, heir of Nanneatse Stone, deceased, has a judgment against the defendant, Frank Toston, in the amount of \$145.00, which said judgment is a lien against the land above described subject, however, to the plaintiff's mortgage herein ordered foreclosed;

NOW, THEREFORE, on motion of Merrill & Merrill, Attorneys for the plaintiff,

NOW, THEREFORE, on motion of Merrill & Merrill, Attorneys for the plaintiff,

IT IS ORDERED, ADJUDGED AND DECREED that Utah Mortgage Loan Corporation, a corporation, do have and recover of and from the defendants, the principal sum of \$196.00, together with interest thereon at the rate of 7% per annum from June 14, 1934, to date hereof, amounting to \$34.61; the sum of \$125.00, adjudged by this Court to be reasonable attorneys' fees and the sum of \$17.40, costs of this action, all of which said sums aggregate \$373.01.

IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant, United States of relation and for the use of Elmer Ellsworth and Hucho, heirs of Tahmanzonah ceased, has a judgment against the defendant, Frank Toston, in the amount of on said judgment is a lien against the land above described, but is in all respects and inferior to the mortgage lien of the plaintiff herein ordered foreclosed, the nt having, however, the right to redeem the land herein described from the sale by within the statutory redemption period;

IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant, United States of relation and for the use of Elmer Ellsworth and Hucho, heirs of Charley Portneuf, is a judgment against the defendant, Frank Toston, in the amount of \$113.38, which it is a lien against the land above described, but is in all respects subject to to the mortgage lien of the plaintiff herein ordered foreclosed, the said defend- however, the right to redeem the land herein described from the sale by the in the statutory redemption period;

IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant, United States of relation and for the use of Ella Nephi Smart, heir of Nanneatse Stone, deceased, ent against the defendant, Frank Toston, in the amount of \$145.00 which said judg- len against the land above described, but is in all respects subject to and infer- mortgage lien of the plaintiff herein ordered foreclosed, the said defendant, hav- r, the right to redeem the land herein described from the sale by the Sheriff with- atory redemption period;

IS FURTHER ORDERED, ADJUDGED AND DECREED that all and singular the mortgaged ntioned in said complaint and hereinafter described, or so much thereof, as may be to raise the amount due the plaintiff for moneys due as aforesaid, together with sts and expenses of sale and which may be sold separately without material injury ies interested, be sold at public auction by the Sheriff of the County of Bannock, alp, in the manner prescribed by law and according to the course and practice of that the sheriff, after the time allowed by law for redemption has expired, exe- to the purchaser or purchasers of the mortgaged premises sold at said sale; that , out of the proceeds of said sale, retain his fees and disbursements on said sale, the plaintiff or its attorneys out of said proceeds the aggregate sum of \$373.01, esaid, together with interest thereon at the rate of six per cent per annum from this decree, or so much thereof as the said proceeds of said sale will pay of the

that the defendants and all persons claimint or to claim from or under them, or any d all persons having liens subsequent to said mortgage, and their heirs and person- tives, and all persons claiming to have acquired any estate or interest in said bsequent to the filing of the notice of the pendency of this action with the re- aforesaid, be forever barred and foreclosed of and from all equity of redemption f, in and to said mortgaged premises and every part and parcel thereof, from and elivery of the sheriff's deed.

atives, and all persons claiming to have acquired any estate or interest subsequent to the filing of the notice of the pendency of this action with the re-aforesaid, be forever barred and foreclosed of and from all equity of redemption of, in and to said mortgaged premises and every part and parcel thereof, from and delivery of the sheriff's deed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the purchaser or purchasers of such premises at such sale be let into possession thereof, and any person who, since the date of this action has come into possession under them, or either of them, deliver up the same to such purchaser or purchasers on production of the sheriff's deed for the same, or any part thereof, and that in case said purchaser be refused possession, a writ of assistance issue without further notice, requiring the said sheriff of the County of Bannock to place and maintain the said purchaser in the quiet and peaceable possession of the premises purchased by him, and the whole thereof.

The lands and premises directed to be sold by this decree are situated in Bannock County, Idaho, and particularly described as follows, to wit:

The Southwest quarter of the Northeast quarter; the East Half of the Northwest quarter; the North Half of the Southwest quarter and the Northwest quarter of the Southeast quarter of Section 15, Township 3 South of Range 36 East of the Boise Meridian, containing 840 acres;

Together with any and all water, water rights, irrigating ditches, aqueducts, canals, appropriations, franchises, and privileges owned by said parties of the first part or either of them, or belonging to or with, leading to, connected with or usually had and enjoyed in connection with the said premises or any part or parcel thereof and especially including a right to the use of water from Fort Hall Government Irrigation Project sufficient in quantity to properly and permanently irrigate the lands above described, together with all ditch and lateral rights appurtenant thereto, and also including all that right to the waters of Marsh and Walker creeks and all the right, title and interest of the mortgagor in and to the waters from said creeks;

Together with the tenements, hereditaments and appurtenances and any and all water rights and irrigating ditches thereto belonging or in anywise appertaining;

Subject to a first and prior mortgage in the amount of \$2800.00.

DATED this 22nd day of December, 1936.

Isaac McDougall
District Judge

THIS INSTRUMENT, Made the 8th day of January in the year of our Lord One Thousand Nine Hundred and thirty eight between George W. Stedman and Florence I. Stedman, his wife of Pocatello, of the County of Bannock and State of Idaho the parties of the first part, and Ellwood Stedhill of Pocatello, of the County of Bannock and State of Idaho, the party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One and no/100 DOLLARS, Lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents release, release and forever quit claim unto the said party of the second part, and to his heirs and assigns all that certain real property situated in Bannock County, of the State of Idaho, particularly described as follows, to-wit:

The Lot Numbered Sixteen, FOURTEEN ACRES TWENTY SITE, Bannock County, Idaho, as the same is platted on the official plat thereof on file in the office of the County Recorder of Bannock County, Idaho

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 said premises, together with the appurtenances unto said party of the second part, and to his heirs and assigns forever.

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

Signed, Sealed and Delivered in the Presence of
 Florence I. Stedman (SEAL)
 George W. Stedman (SEAL)

STATE OF IDAHO,
 ss.
 County of Bannock }

On this 8th day of January in the year 1938, before me J. E. Blackhurst, a Notary Public in and for said County and State, personally appeared Florence I. Stedman, wife of George W. Stedman known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

J. E. Blackhurst
 Notary Public.
 Residence Pocatello, Ida.

State of Calif.
 County of Los Angeles ss.

On this 10 day of January in the year 1938, before me, the undersigned, a Notary Public in and for said County and State personally appeared, George W. Stedman, husband of Florence I. Stedman, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

In Witness whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

John H. Hays, Notary Public, Res.
 NOTARY PUBLIC

In and for the County of Los Angeles, State
 of California, Calif.
 My Commission Expires Nov. 10, 1941

(SEAL)

I hereby certify that this instrument was filed for record at request of E. Stedhill at 4 o'clock p.m., this 2 day of February, A. D. 1938, in my office and duly recorded in Book 75 of Deeds at page 25.

Anna Davis, Recorder

Fee \$1.00

2 page

THIS INSTRUMENT, Made this, the 20th day of January, 1938, between H. J. Rossiter, and Sheriff of Bannock County, State of Idaho, party of the first part, and A. M. Newton, of Pocatello, Bannock County, Idaho, the party of the second part, WITNESSETH:

Whereas, a Judgment and Decree of Foreclosure and Sale was rendered and entered in the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Bannock B, on the 22nd day of December, 1935, in an action then pending in said Court in favor of Utah Mortgage Loan Corporation, a corporation as plaintiff, and against Frank Weston, a single man; United States of America on relation and for the use of Ellen Ellsworth and the heirs of John Ellsworth, deceased; United States of America, on relation and for the use of Ellen Ellsworth and John, heirs of Charles Fortner, deceased; Ellen Ellsworth and her heirs as defendants on relation and for the use of Ellen Ellsworth, deceased; and Ellen Ellsworth, Defendant, and as Order of Sale entered out of and under the seal of the said District Court reciting the material parts of said Judgment and Decree, duly attested on the 22nd day of December, 1935, and to the Sheriff of Bannock County, State of Idaho, directed and to H. J. Rossiter as such Sheriff delivered on the 22nd day of December, 1935, for execution, commanding and requiring him as such Sheriff to proceed to sell for sale and sell the premises in said writ mentioned and described in said decree as follows, to-wit:

STATE OF CALIFORNIA)
County of ALAMEDA) ss.

On this 9th day of October in the year 1940, before me, J. L. Nyquist, a Notary Public in and for said County of Alameda, personally appeared H. S. Davis, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

J. L. Nyquist

Filed for record at the request of O. R. Baum, Oct 18, 1940, at 45 minutes past 9 o'clock AM., in Record of Deeds 82, page 216.

Anna Koefc, Recorder

Fee 80¢

INSTRUMENT NO. 211583

QUIT CLAIM DEED

THIS INDENTURE, Made the Fourteenth day of August, in the year of our Lord, One Thousand Nine Hundred and Forty, between Frank Toston, a single person of McCammon county of Benneock and State of Idaho the party of the first part, and A. M. Newton and Florence Newton, his wife of Pocatello, of the County of Benneock and State of Idaho the parties of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of ONE and 00/100 DOLLARS lawful money of the United States of America to him in hand paid by the said parties of the second part, the receipt of which is hereby acknowledged, does by these presents demise, release and forever Quitclaim unto the said parties of the second part, and to their heirs and assigns, all that certain real estate situated in Benneock County, of the State of Idaho, particularly described as follows, to wit:

The South Half of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section Fifteen; the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter of Section Twenty-two; all in Township Eight South, Range Thirty-six, East of the Boise Meridian; and

All water and water rights used upon or appurtenant to said property and however evidenced;

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining,

(\$2.50 I. R. S. Attached to deed and cancelled.) 9-21-43

Together with all and singular, the tenements, hereditaments and appurtenances thereto 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 said premises, together with the appurtenances unto said parties of the second part, and to their heirs and assigns forever.

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

Signed, Sealed and Delivered in the Presence of

Frank Toston (Seal)

STATE OF IDAHO)
County of Benneock) ss.

On this Fourteenth day of August in the year 1940, before me, F. M. Bistline, a Notary Public in and for the County of Benneock, State of Idaho, personally appeared Frank Toston, known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

F. M. Bistline
Notary Public.
Residence: Pocatello, Idaho

Filed for record at the request of Dr. A. M. Newton Oct. 18, 1940 at 45 minutes past 9 o'clock AM., in Record of Deeds 82, page 217. Fee 80¢.

Anna Koefc, Recorder

Fee 80¢

INSTRUMENT NO. 211584

THIS INSTRUMENT, Made the 14th day of October in the year of our Lord one thousand nine hundred and forty between BRADLEY W. YOUNG and JANE E. YOUNG, his wife, the parties of the first part and ENTERPRISE LAND COMPANY, a corporation, the party of the second part.

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

To Have And To Hold, all and singular, the said premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns forever,

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

Witness:

Mrs. Nettie Powell.

#3812

E. C. White

STATE OF IDAHO,

County of Bannock.

ss.

On this 8th day of December in the year 1936, before me Earle C. White a notary public in and for said State, personally appeared Nettie Powell, a Widow, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.

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

(SEAL)

Earle C. White
Notary Public.
Residing at Pocatello, Idaho.

RECORDED NOV 15 1940 3 53 PM in Book 82 of Deeds page 280, Records of Bannock County, State of Idaho. At Request of Peter Rainey, 910 So. Main.

Anna Keefe, Recorder

Fee \$1.20

INSTRUMENT NO. 212013

SHERIFF'S DEED

THIS INSTRUMENT made this 2nd day of November, 1930, by and between E. J. Rossiter, the duly elected, qualified and acting sheriff of Bannock County, Idaho, in said capacity, the party of the first part, and A. E. Newton, the party of the second part:

WITNESSETH: THAT WHEREAS, on the 6th day of October, 1938, in Pocatello, County of Bannock, State of Idaho, at said time the duly elected, qualified and acting sheriff of said County, acting pursuant to a Writ of Execution in Foreclosure issued on a judgment entered in the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Bannock, on the 6th day of October, 1939, in the cause entitled Federal Farm Mortgage Corporation, a corporation created by Act of Congress, Plaintiff, vs. Frank Foster et al, Defendants, being case No. 11490 in said court, made, executed, and delivered to the Federal Farm Mortgage Corporation, a corporation, a Certain Certificate of Sale covering the hereinafter described real property upon payment by it to the said Sheriff of the sum of \$6343.94, and further caused a duplicate of said Certificate of Sale to be duly recorded in the office of the County Recorder of Bannock County, Idaho.

AND WHEREAS, more than one year has elapsed since said sale of said property and no redemption of said premises has been made.

AND WHEREAS, said Federal Farm Mortgage Corporation, a corporation has sold, assigned and transferred said Certificate of Sale together with all rights thereunder and all its right, title, and interest in and to the lands described therein to A. E. Newton, party of the second part herein.

NOW THIS INSTRUMENT WITNESSETH, that the said party of the first part in pursuance of the statutes of the State of Idaho in such cases made and provided and for and in consideration of the sum of Six Thousand Three Hundred Forty-three and 94/100 (\$6343.94) Dollars, so paid as aforesaid by the party of the second part, the receipt of which is hereby acknowledged, has created, bargained, sold, conveyed and confirmed and by these presents does grant, bargain, sell, convey and confirm unto said party of the second part, and to its successors and assigns forever all the right, title, interest, and claim which said judgment debtors on the 1st day of June, 1934, or at any time prior thereto or afterwards, or now have in and to all of the following described real property situated in Bannock County, and being particularly described as follows, to-wit:

The South half of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section Fifteen; the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter of Section twenty-two; all in Township Eight South, Range Thirty-six, East of the Boise Meridian; and

All water and water rights used upon or appurtenant to said property and hereunto evidenced;

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said premises with the appurtenances thereunto belonging unto the said party of the second part, his successors and assigns forever, as fully and as absolutely as said sheriff, can, may or ought to, by virtue of said decree or foreclosure, order of sale and writ issued pursuant thereto, and of the statutes in such cases made and

212013 Page 2

provided, Grant, Bargain, Sell, Convey, and Confirm the same.

IN WITNESS WHEREOF, the sheriff, the said party of the first part has hereto set his hand the day and year first hereinabove written.

E. J. Rossiter
Sheriff of Bannock County, Idaho.

STATE OF IDAHO ()
COUNTY OF BANNOCK () SS.

On this 2nd day of November, 1939, before me, the undersigned authority, personally appear M. J. Rossiter, known to me to be the duly elected, qualified and acting Sheriff of Bannock County, Idaho, and acknowledged to me that he, as said sheriff, executed the above and foregoing instrument.

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

(SEAL)

F. M. Bistline
Notary Public
Pocatello, Idaho

RECORDED NOV 15 1940 10 07 AM in Book 22 of Deeds page 261, Records of Bannock County, State of Idaho. At Request of Dr. A. M. Newton.

Anna Koefs, Recorder

Fee \$1.40

By Gretta W. Chambers, Deputy

INSTRUMENT NO. 212014

GIFT DEED

This indenture, made the 15 day of November in the year of our Lord, one thousand nine hundred and forty, between Mary E. Waldram, a widow, of the County of Bannock, State of Idaho; the party of the first part; and A. F. Waldram, of the County of Ada, State of Idaho; Anna E. Waldram de Stwolinski of the County of Minniedoka, State of Idaho; and Anna E. Waldram, de Stwolinski, TRUSTEES, for Faye Waldram of the County of Bannock, State of Idaho, the parties of the second part;

WITNESSETH: That the said party of the first part, for and in consideration of love and affection does, by these presents, give, convey and confirm, unto the said parties of the second part, in their own separate right, as their separate property, and to their heirs, assigns and beneficiaries, forever, the certain property lying and being in Bannock County, Idaho, and described as follows to-wit:

The South Ten (10) feet of Lot Seven (7), all of Lot Eight (8), and the North Ten (10) feet of Lot Nine (9), in Block 175, of the Pocatello Township; and Lots Seventeen (17) and Eighteen (18), in Block 159, of the Pocatello Township, all in Bannock County, State of Idaho.

This indenture is made to convey the above described property to the said A. F. Waldram and Anna E. Waldram de Stwolinski, two of the children of the said first party, in their own right; and to the said Anna E. Waldram de Stwolinski, as Trustee for Faye S. Waldram, a minor, of the County of Bannock, State of Idaho, the third child of said party of the first part, to be held by said trustee, in trust for the said Faye S. Waldram, until such time as the said Faye S. Waldram shall attain the age of majority.

TO HAVE AND TO HOLD, all and singular the said premises, with the rents, issues and profits thereof, and the tenements, hereditaments and appurtenances thereto belonging or pertaining, unto the said parties of the second part, as hereinbefore stated, and to their heirs, assigns and beneficiaries forever as their sole and separate property.

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

Mary E. Waldram

Signed, sealed and delivered in the presence of:

Kory Schrimmster
Anna J. Bartis

STATE OF IDAHO, ()
COUNTY OF BANNOCK () SS.

On this 15th day of November in the year 1940 before me, the undersigned Notary Public in and for the State of Idaho, personally appeared Mary E. Waldram, a widow, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that she executed the same.

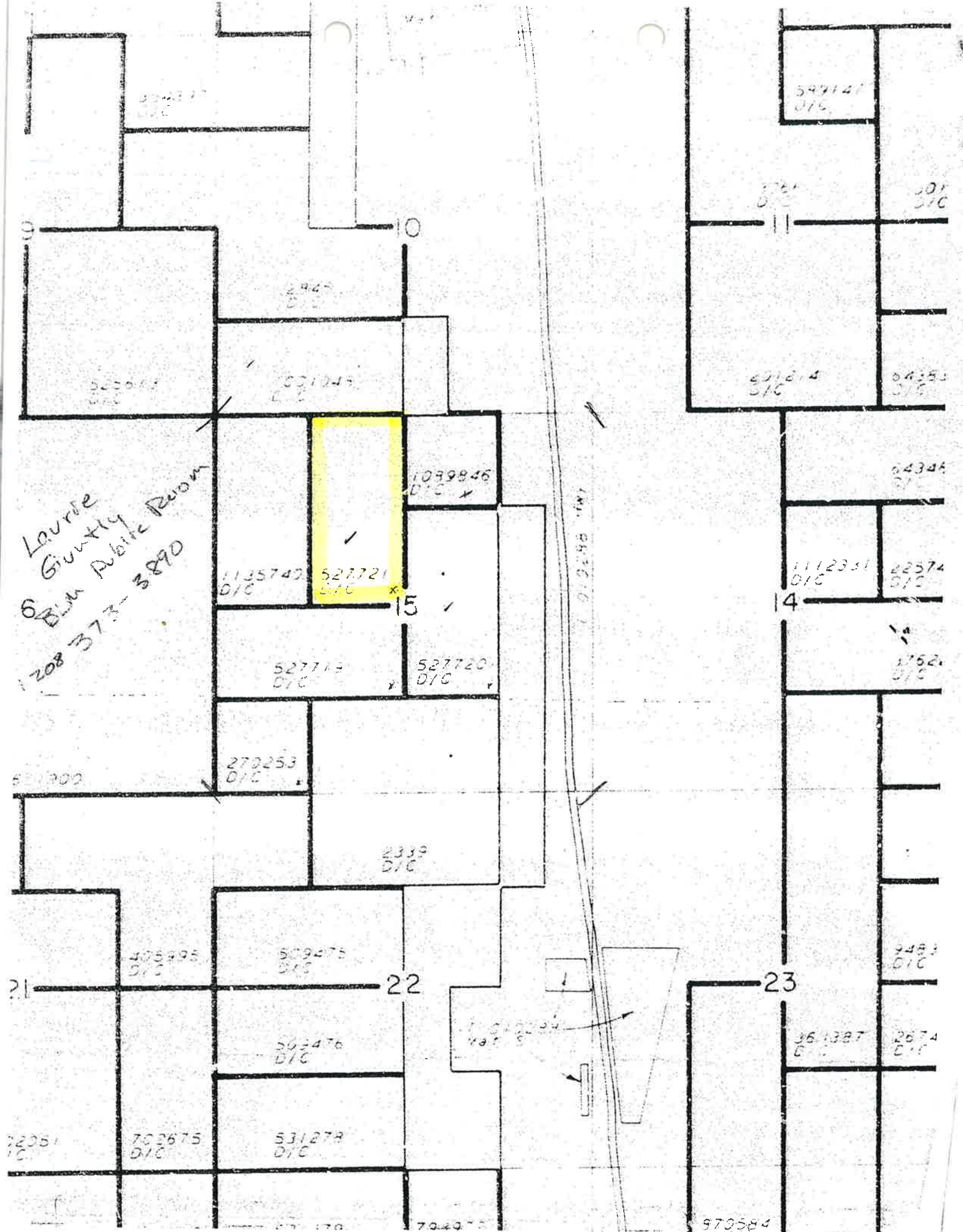
IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal, the day and year first above written.

(SEAL)

Witnesses:

Kory Schrimmster
Anna J. Bartis
Notary Public

Thos J. Turner
Notary Public for State of Idaho, residing
at PO. WILCOX, IDAHO



#2 Section 15 W1/2 NW 1/4 # 527721 Reissue 609874 32227-16 I.O. 33	Township 8 Seller US	Range 36 EBM Buyer Yawgwazap	Date May 5, 1916 this issued in lieu of one dated May 3, 1902	Description E /2 NW/4	
132829 Reissue # 609874 32227-16 I.O. 33	Reservation	Alloted to Yawgwazap & her heirs	August 18, 1922 Record -8/18/1922 Patent # 527721 this issued in lieu of one	E1/2 NW 1/4	80
132832	Slim Nephi & Ella Kenie heirs of Yawgwazap deceased	Mrs Albert Zweigart	March 25, 1922	E 1/2 NW1/4	
172345	Sallie Toston	Frank Toston	June 12, 1934	E 1/2 NW1/4 N1/2 SW1/4 15-8-36	
527719 Reissue 609874 32227-16 I.O. 28	US	Nephi Ohapit	May 5, 1916 this issued in lieu of one dated May 3, 1902	N /2 SW/4	

The United States of America

Do all to whom these presents shall come, greeting.

WHEREAS, a schedule of allotments approved by the Secretary of the Interior has been deposited in the General Land Office, whereby it appears that Yawgwazap, an Indian of the Fort Hall Reservation, has been allotted the following described land:

The east half of the northwest quarter of Section fifteen in Township eight south of Range thirty-six east of the Boise Meridian, Idaho, containing eighty 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 the UNITED STATES OF AMERICA, in consideration of the premises, and in accordance with the provisions of the Act of Congress of February 23, 1889 (25 Stat., 688), HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT, unto the said Yawgwazap and to her heirs, the lands above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said Yawgwazap and to her heirs forever, with the provision that the title hereby acquired shall not be subject to alienation, lease, or incumbrance, either by voluntary conveyance of the grantee or her heirs, or by the judgment, order, or decree of any court, or subject to taxation of any character, but shall be and remain inalienable and not subject to taxation for the period of twenty-five years, and until such time thereafter as the President may see fit to remove the restriction. 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.

This patent is issued in lieu of one dated May 3, 1902.

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

FIFTH

day of

MAY

in the year of our Lord one thousand

nine hundred and

SIXTEEN

and of the Independence of the

United States the one hundred and

FORTIETH.

By the President:

Woodrow Wilson

By

M. P. Le Roy Secretary.

L. L. Lamar

Recorder of the General Land Office.

the day and year in this certificate first above written.

(SEAL)

Paul Nash
Notary Public, Residing at McCammon, Idaho, Idaho.

I hereby certify that this instrument was filed for record at request of Sewall B Orcutt at 10 minutes past 11 o'clock A.M., this 31 day of Aug, A. D. 1927 in my office and duly recorded in Book 56 of Deeds at page 474
Lillian Sponberg, Recorder.

Fee \$1.00
- - - - -

INSTRUMENT NO. 132829

Reissue.

609874.

4--1067.

32227-16. I.C.

33.

The United States of America.

To all to whom these presents shall come, Greeting:

WHEREAS, a schedule of allotments approved by the Secretary of the Interior has been deposited in the General Land Office, whereby it appears that Yawgwazap, an Indian of the Fort Hall Reservation, has been allotted the following-described land:

The east half of the Northwest quarter of Section fifteen in Township eight south of Range thirty-six east of the Boise Meridian, Idaho, containing eighty 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 the UNITED STATES OF AMERICA, in consideration of the premises, and in accordance with the provisions of the Act of Congress of February 25, 1889 (25 Stat., 688), HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT, unto the said Yawgwazap and to her heirs, the lands above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said Yawgwazap and to her heirs forever, with the provision that the title hereby acquired shall not be subject to alienation, lease, or incumbrance, either by voluntary conveyance of the grantee or her heirs, or by the judgment, order, or decree of any court, or subject to taxation of any character, but shall be and remain inalienable and not subject to taxation for the period of twenty-five years, and until such time thereafter as the President may see fit to remove the restriction. 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.

This patent is issued in lieu of one dated May 3, 1902.

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 FIFTH day of MAY in the year of our Lord one thousand nine hundred and SIXTEEN and of the Independence of the United States the one hundred and FORTY-THIRD.

By the President: Woodrow Wilson

By M. P. LeRoy, Secretary.

(SEAL)

J. Q. C. Lamar, Recorder of the General Land Office.

RECORDED: Patent Number 527721

RECORDED AUG 31 1927 3 06 PM in Book 56 of Deeds page 475 Records of Benneek County
State of Idaho at the request of POCATELLO TITLES & TRUST CO.
Lillian Sponberg, Recorder. Fee \$1.00 By A. Smyth, Deputy.

INSTRUMENT NO. 132830

Reissue.

609874.

32227-16. I.C.

28.

INSTRUMENT NO. 132832

5--183

INDIAN DEED INHERITED LANDS.

THIS INSTRUMENT, Made and entered into this 25th day of March one thousand nine hundred and twenty-two, by and between Slim Neehi and Ella Kenic, of Port Wall, Idaho, heirs of Yawgwazap, deceased, a Port Wall Indian, parties of the first part, and Mrs. Albert Zweigart, of Pocatello, Idaho, party of the second part:

WITNESSETH, That said part of the first part, for and in consideration of the sum of EIGHT HUNDRED dollars, in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey unto said party of the second part the following described real estate and premises situated in Bannock County, State of Idaho, to wit:

East half (E/2) of the north west quarter (NW/4) of section fifteen (15) township eight (8) south, range thirty-six (36) east of the Boise Meridian, Idaho.

"And there is reserved from the lands hereby granted, a right of way for ditches and canals constructed by the authority of the United States."

\$1.00 I.R.S. attached and cancelled.

together with all the improvements thereon and the appurtenances thereunto belonging. And the said parties of the first part, for them and their heirs, executors, and administrators, do hereby covenant, promise, and agree to and with the said party of the second part, her heirs and assigns, that they will forever warrant and defend the said premises against the claim of all persons, claiming or to claim by, through, or under her only.

To have and to hold said described premises unto the said party of the second part, their heirs, executors, administrators, and assigns, forever.

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

Witnesses:

Robert R. Burns
John Vosatka

Slim Neehi his finger mark (SEAL)
print

Ella Kenic her finger mark (SEAL)
print

State of Idaho }
County of Bingham } ss:

BE IT REMEMBERED, That on this 25th day of March, A. D. 1922 before the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Slim Neehi and Ella Kenic, to me personally known to be the identical persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the

131232-2
East half (1/2) of the north west quarter (NW/4) of section fifteen (15) township eight (8) south, range thirty-six (36) east of the Boise Meridian, Idaho.

"And there is reserved from the lands hereby granted, a right of way for ditches and canals constructed by the authority of the United States."

\$1.00 I.R.S. attached and cancelled.

together with all the improvements thereon and the appurtenances thereunto belonging. And the said parties of the first part, for them and their heirs, executors, and administrators, do hereby covenant, promise, and agree to and with the said party of the second part, her heirs and assigns, that they will forever warrant and defend the said premises against the claim of all persons, claiming or to claim by, through, or under her only.

To have and to hold said described premises unto the said party of the second part, their heirs, executors, administrators, and assigns, forever.

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

Witnesses:

Robert R. Burns
John Vosatka

Slim Nephi his finger mark (SEAL)
print

Ella Kenic her finger mark (SEAL)
print

State of Idaho)
County of Bingham) ss:

BE IT REMEMBERED, That on this 20th day of March, A. D. 1925 before the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Slim Nephi and Ella Kenic, to me personally known to be the identical persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(SEAL)
My commission expires April 1, 1925.

Robert R. Burns
Notary Public

OFFICE OF INDIAN AFFAIRS
RECEIVED
APR 24 1925
33231

Department of the Interior,
OFFICE OF INDIAN AFFAIRS.
APR 2 1925

The within deed is respectfully submitted to the Secretary of the Interior, with the recommendation that it be approved.

C. F. Hawke
Chief Clerk.

Department of the Interior,
APR 4 1925

The within deed is hereby approved.

John H. Edwards
Assistant Secretary.

Office of Indian Affairs,
LAND DIVISION,
Apr 6, 1925

M M S
Recorded in Deed Book, Inherited Indian Lands, Vol. 49, page 110

This instrument was filed for record on the 31 day of Aug., 1927 at 3-10 o'clock P.M., and duly recorded in Book 56 Deeds, on page 477 at the request of POCATELLA TRUST & TRUST CO.
Lillian Sponberg, Recorder.

Fee \$1.80

By A. Smyth, Deputy.

VARIABLE NEED

This Indenture, Made on this twelfth

day of June

in the year of Our Lord

One Thousand Nine Hundred and Thirty-four

between Sallie Toston, a single or unmarried person

of Pocatello

County of

Bannock

State of Idaho

the part y of the

one part and

Frank Toston, a single or unmarried man,

County of

Bannock

State of Idaho

the part y of

Pocatello

the second part

WITNESSETH That the said part y of the first part for and in consideration of the sum of

Ten and no/100

lawful money of the United States of America, to

her

is here paid by the said party

of the second part, the receipt

whereof is hereby acknowledged and for other good and valuable considerations

the said party of the second part, and in

here and assigns forever, all those certain lots, pieces or parcels of land situate, lay and

The East half of the Northwest quarter and the North half of the Southwest quarter of Section fifteen (15), Township eight (8) South, Range thirty-six (36) East Boise Meridian, in Idaho, containing 160 acres according to the Official Plat thereof;

Also any and all water, water rights, ditches and ditch rights, however evidenced, belonging to or with said lands or any part or parcel thereof.

The said party of the first part hereby covenants that she is the same person who received title to said above described real property as Mrs. Albert Zweigart, and is the same and identical person referred to in the title to said property as Sallie Zweigart, sometimes known and referred to as Sarah T. Kelley, sometimes known and referred to as Mrs. Sarah Toston and also known as Sallie Toston, also sometimes known as Mrs. Paul Kelly and Sallie Kelly.

\$3.00 I. R. S. Attached and Cancelled.

Together with, all and singular, the tenements, hereditaments and appurtenances thereto belonging or otherwise appertaining, and the right, power and profit thereof.

TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances and privileges thereto incident, unto the said party of the second part and to

her heirs warrant the said premises in the quiet and peaceable possession of the said party of the second part, her heirs and assigns forever. And the said party of the first part, her heirs and assigns forever, lawfully claiming or to claim the same, shall and will warrant and defend these premises forever holding.

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

WITNESSETH AND DETESTED IN THE PRESENCE OF

Paul Bistline

Sallie Toston

(SEAL)

(SEAL)

(SEAL)

STATE OF IDAHO

County of Bannock

On this 9th

day of July

in the year 1934 before me,

Paul Bistline

Notary Public

in and for said Territory and State, personally appeared

Sallie Toston, a single or un-

married person

known to me to be the person

whose name is

mentioned in the within instrument, and acknowledged to me that

she executed the same

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

Paul Bistline

Notary Public

Residence Pocatello, Idaho

I hereby certify that this instrument was filed for recording in the office of

B. T. A. Co.

28

minutes past 4

clock

on this

25

day of July

A. D. 1934, in Book 67

of Deeds, at page 599.

Grace L. Hall

By

Gretta W. Chambers

Ex-Officio Recorder

file

Fee \$1.00

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a schedule of allotments approved by the Secretary of the Interior has been deposited in the General Land Office, whereby it appears that
Nephi Ohapit
an Indian of the Fort Hall Reservation, has been allotted the following-described land:

The north half of the southwest quarter of Section fifteen in
Township eight south of Range thirty-six east of the Boise Meridian, Idaho,
containing eighty 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 the UNITED STATES OF AMERICA, in consideration of the premises, and in accordance with the provisions of the
Act of Congress of February 23, 1889 (25 Stat., 688), HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT, unto the said

Nephi Ohapit
his heirs, the lands above described; TO HAVE AND TO HOLD the same, together
with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said

Nephi Ohapit
his heirs forever, with the provision that the title hereby acquired shall not be subject to alienation, lease,
or incumbrance, either by voluntary conveyance of the grantee or his heirs, or by the judgment, order, or decree of
any court, or subject to taxation of any character, but shall be and remain inalienable and not subject to taxation for
the period of twenty-five years, and until such time thereafter as the President may see fit to remove the restriction.
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.

This patent is issued in lieu of one dated May 3, 1902.

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 **FIFTH**

(SEAL)

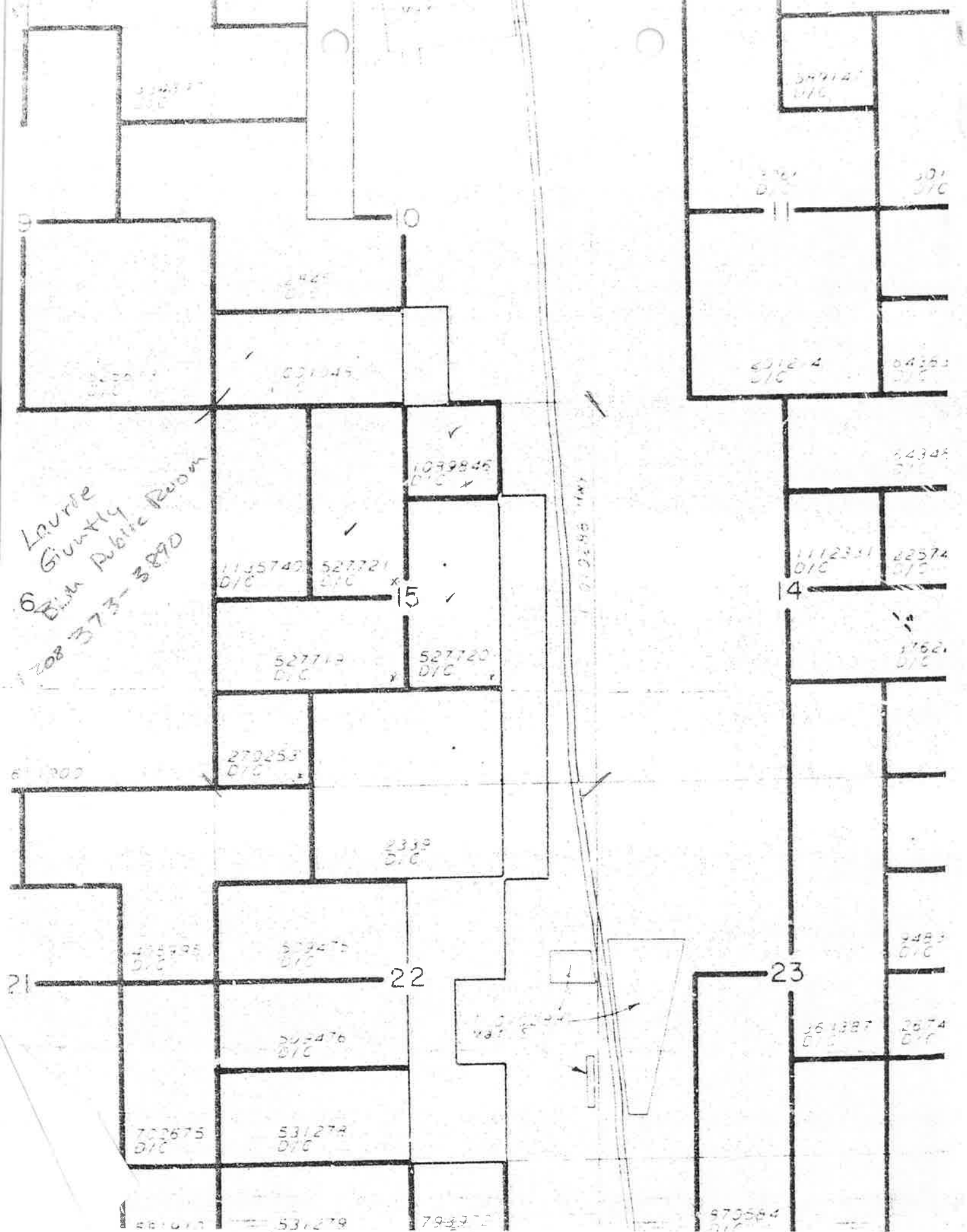
day of **MAY** In the year of our Lord one thousand
nine hundred and **SIXTEEN** and of the Independence of the

United States the one hundred and **FORTIETH.**

By the President:

By

Woodrow Wilson
M. P. Le Roy Secretary.
L. B. Lamar
Recorder of the General Land Office.



Section 15 #	Township 8 Seller	Range 36 EBM Buyer	Date	Description	
465612	D.N. Ranch	A.M. Newton	Sept 30, 1969	SW1/4 SE1/4 NW1/4 NE1/4 SW1/4 NE1/4 NW1/4 SE1/4 W1/2 of Sec 15	15-8-36
468806	A.M. Newton	General Sales	March 31, 1970	SW1/4 SE1/4 NW1/4 NE1/4 SW1/4 NE1/4 NW1/4 SE1/4 W1/2 of Sec 15	15-8-36
270253	US	Thomas I. Richardson	May 27, 1912	W /4 Sec 15	15-8-36 40
DIC 1089846 Blackfoot 045998	Reservation-General Land Office	Marvin Shappart	April 26, 1937	NW1/4 NE1/4	15-8-36 40 acres
202145	Marvin Shappart & Elaine Shappart	A.M. Newton	April 17, 1939	NW1/4 NE1/4	15-8-36

WARRANTY DEED

753941

For Value Received

DENNIS LOWELL NEWBOLD and MARSHA BELLE NEWBOLD, Husband and Wife

the grantors, do hereby grant, bargain, sell, and convey unto

PAUL A. KENDALL

the grantee, the following described premises, to-wit: 2098 Marsh Creek Road
McCammon, ID 83250

Township 8 South, Range 36 East of the Boise Meridian, BANNOCK COUNTY, IDAHO.

Section 15: Commencing at the Northwest corner of said Section 15, and running thence North 88°58' East on the North line of said Section, 1835.94 feet, more or less, to the Easterly line of MARSH CREEK ROAD to the True Point of Beginning; thence North 88°58' East 2,120.35 feet, more or less, to the East 1/16th line; thence South 0°10'30" East on the East 16th line 560 feet; thence South 88°50'15" West 2033.50 feet, more or less, to the Easterly line of MARSH CREEK ROAD; thence North 8°53' West on the Easterly line of MARSH CREEK ROAD 573 feet, more or less, to the True Point of Beginning.

"Subject to A Mortgage dated July 13, 1979 and recorded September 10, 1979 as Instrument No. 632722, to secure a loan in the original amount of and any other amounts payable under the terms thereof.

MORTGAGOR: DENNIS LOWELL NEWBOLD and MARSHA BELLE NEWBOLD,
Husband and Wife

MORTGAGEE: BARBARA L. JACOBS, A Married Person

The Beneficial interest under said Mortgage has been assigned to ROCKY MOUNTAIN INVESTMENT, INC., an Idaho Corp., by an Instrument recorded July 21, 1982, as Instrument No. 691831."

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the their heirs and assigns forever. And the said Grantors do hereby with the said Grantee, that They are the owners in fee simple of said premises are free from all incumbrances except as hereinabove set forth and that defend the same from all lawful claims whatsoever.

Dated: June 25, 1985

Dennis Lowell Newbold
DENNIS LOWELL NEWBOLD

Marsha Belle Newbold
MARSHA BELLE

The United States of America,

Do all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Register of the Land Office at BLACKFOOT, IDAHO, has been deposited in the General Land Office, whereby it appears that full payment has been made by the claimant **THOMAS I. RICHARDSON**

according to the provisions of the Act of Congress of April 24, 1820, entitled "An Act making further provision for the sale of the Public Lands" and the acts supplemental thereto, for the **SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION FIFTEEN IN TOWNSHIP EIGHT SOUTH OF RANGE THIRTY-SIX EAST OF THE BOISE MERIDIAN, IDAHO, CONTAINING FORTY 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 the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT, unto the said claimant and to the heirs of the said claimant the Tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, 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, **WILLIAM H. TAFT**

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 **TWENTY-SEVENTH**

day of **MAY** In the year of our Lord one thousand nine hundred and **TWELVE** and of the Independence of the

United States the one hundred and

THIRTY-SIXTH

By the President:

By

Secretary,

Recorder of the General Land Office.

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Register of the Land Office at **Blackfoot, 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 **Marvin Shappart** has been established and duly consummated, in conformity to law, for the **northwest quarter of the northeast quarter of Section fifteen in Township eight south of Range thirty-six east of the Boise Meridian, Idaho, containing forty acres,**



according to the Official Plat of the Survey of the said Land, on file in the GENERAL LAND OFFICE:

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, **Franklin D. Roosevelt,**

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 **TWENTY-SIXTH**

(SEAL)

day of **APRIL**

In the year of our Lord one thousand

nine hundred and **THIRTY-SEVEN**

and of the Independence of the

United States the one hundred and

SIXTY-FIRST.

By the President

By

Franklin D. Roosevelt
George Polk Wilson
Evelyn S. Adams

, Secretary.

1937
appears to
be
homestead
entry

WARRANTY DEED

This Indenture, Made this Seventeenth day of April in the year of Our Lord One Thousand Nine Hundred and Thirty-nine, between Marvin Shappart and Elaine Shappart his wife of Pocatello, County of Blaine, State of Idaho, the parties of the first part, and A. M. Newton of Pocatello, County of Blaine, State of Idaho, the party of the second part:

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of

Nine hundred and no/100

DOLLARS,

lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged

by these presents, Grant, Bargain, Sell and Convey and Confirm unto the said party of the second part, and to their heirs and assigns forever: All that certain lot 5, piece 2 of parcel of land situate, lying and being in the County of Blaine, State of Idaho bounded and more particularly described as follows, to-wit:

Northwest quarter of the Northeast Quarter of Section Fifteen, Township Eight South of Range Thirty-six East of Boise Meridian, containing forty acres.

(\$1.00 I. R. S. duly attached and cancelled.)

Together with, all and singular, the tenements, hereditaments and appurtenances thereto belonging or otherwise appertaining, and the rents, issues and profits thereof:

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances and privileges thereto incident, unto the said party of the second part, and to his heirs and assigns forever. And the said parties of the first part, and their heirs the said premises in the quiet and peaceable possession of the said party of the second part. And to his heirs and assigns against the said parties of the first part, and their heirs and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these premises forever defend.

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

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

J. P. Gistline
Marvin Shappart (SEAL)
Elaine Shappart (SEAL)
(SEAL)
(SEAL)

STATE OF IDAHO,

County of Blaine

On this seventeenth day of April, in the year 1939, before me, a Notary Public in and for said County and State, personally appeared Marvin Shappart and Elaine Shappart his wife known to me to be the persons whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL) Notary Public,
Residing at Pocatello, Idaho

I hereby certify that this instrument was filed for record at the request of Dr. A. M. Newton at 5:00 minutes past 2 o'clock P.M., this 18 day of April, A.D. 1939, in Book 72 of Deeds, at page 221.
For A. M. Newton By _____
Ex-Officio Recorder, Deputy.

465612

THIS INDENTURE, made this 30th day of September, in the year of our Lord
one thousand nine hundred and sixty-nine, between

D. N. RANCH, INC., an Idaho corporation
a corporation duly organized and existing under the laws of the State of Idaho and
having its principal office in Idaho at Pocatello, in the County of Bannock,
party of the first part, and A. M. NEWTON of Pocatello,
County of Bannock, State of Idaho, part Y of the second part.

WITNESSETH, that the said party of the first part, having been hereunto duly authorized by resolution
of its Board of Directors, for and in consideration of the sum of
ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION -- -- -- DOLLARS --
lawful money of the United States of America, to it in hand paid by the said part Y of the second part,
the receipt whereof is acknowledged, has granted, bargained and sold, and by these presents does grant, bargain,
sell, convey and confirm unto the said party of the second part, and to his heirs and assigns for-
ever, all the following described real estate situated in Pocatello, County
Bannock, State of Idaho, to-wit:

()

3

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

TO HAVE AND TO HOLD, all and singular, the above mentioned and described premises, together with
the appurtenances, unto the said part Y of the second part, and to his heirs and assigns forever.
And the said party of the first part, and its successors, the said premises in the quiet and peaceable possession of
the said part Y of the second part, his heirs and assigns, against the said party of the first

3-2

465612

All of the following real estate located in Township 8 South,
Range 36 E.B.M.:

SW $\frac{1}{4}$ SE $\frac{1}{4}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sect. 15;
W $\frac{1}{2}$ Sec. 15; NE $\frac{1}{4}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$, all in Sect. 22;
and Tract in N $\frac{1}{4}$ S $\frac{1}{4}$ SW $\frac{1}{4}$, in Sec. 22, described as follows:

Beginning at the west end of the South 1/16
line of Section 22, Township 8 South, Range 36
E.B.M., thence South 89°33' E. along said South
1/16 line 1088.8 feet, more or less to the Easterly
right of way line of the Marsh Creek Road, which
point is the true point of beginning; thence con-
tinuing S. 89°33' E. 1634.8 more or less to the center
line of Marsh Creek; thence S. 11°22' E. 92 ft.; thence S.
29°05' W. 35 ft.; thence S. 67°05' W. 30 ft.; thence N.
78°35' W. 79 feet; thence S. 21°57' W. 235 ft.; thence
S. 11°32' W. 330 ft. more or less to a line 660 ft. South
of and parallel to the South 1/16 line; thence N. 89°33'
W. 215 ft.; thence N. 61°08' W. 64 ft.; thence S. 82°22'
W. 177 ft.; thence N. 68°20' W. 374 ft.; thence S. 73°46' W.
99 ft.; thence S. 27°54' W. 127 ft.; more or less to a line
660 ft. South of and parallel to the South 1/16 line; thence
N. 89°33' W. 639.4 ft.; more or less to the Easterly right
of way line of the Marsh Creek Road; thence along said right
of way line N. 21°26' E. 331.5 ft.; thence N. 19°00' E.
84.5 ft.; thence N. 13°00' E. 278 ft. more or less to the
true point of beginning, same containing 23.1 acres, more
or less.....

ALSO:

E $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, Section 16, Township 8 South, Range 36
E.B.M. containing 160.0 acres more or less....

3-3

465612

part, and its successors, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the party of the first part has caused its corporate name to be hereunto subscribed by its President and its corporate seal to be affixed by its Secretary in pursuance to said resolution the day and year first above written.

Signed, Sealed and Delivered in the Presence of

By

A. M. Newton

A. M. Newton

Its President

Helen N. Johnson

Helen N. Johnson

Its Secretary

STATE OF IDAHO,
County of BANNOCK

ss.

On this 30th

day of

September

, in the year 1969, before me,

a Notary Public

in and for said State, personally appeared the undersigned A. M. Newton and Helen N. Johnson

known to me to be the President & Secretary, respectively of the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

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

Jordan

Notary Public

(SEAL)

Residing at

Pocatello

, Idaho.

WARRANTY DEED

465612

NO. 465612
RECORDED AT REQUEST OF
Am. Land Title Co.

DEC 2 3 18 PM '69

OFFICIAL RECORD BK. NO. 231
BANNOCK COUNTY, IDAHO
EMMETTE SPRAKER, RECORDER
FEE 3.00 DEPUTY

No. 465612

CORPORATION WARRANTY DEED

To

Dated 19
STATE OF IDAHO } ss.
County of

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

at minutes past
o'clock M., this day
of A. D., 19
in my office, and duly recorded in Book
of at Page

Ex-Office Records

By
Fees \$
Deputy

11300

3-1

Printed and For Sale by: Geo. C. ... Pocatello

468806

THIS INDENTURE, made this 31st day of March in the year of our Lord, One Thousand Nine Hundred and seventy, between A. M. NEWTON, a widower of Pocatello, County of Bannock, State of Idaho the part y of the first part, and GENERAL SALES, INC., an Idaho corporation of Pocatello, County of Bannock, State of Idaho the part y of the second part.

WITNESSETH: That the said part y of the first part, for and in consideration of the sum of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION - - - - DOLLARS, - lawful money of the United States of America, to him in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged do by these presents, Grant, Bargain, Sell and Convey and Confirm unto said part y of the second part, and to its successors and assigns forever: All that certain lot, piece or parcel of land situate, lying and being in the County of Bannock, State of Idaho, bounded and more particularly described as follows, to-wit:

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

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the said part y of the second part, and to its successors and assigns forever and the said part y of the first part, and his heirs warrant the said premises in the quiet and peaceable possession of the said part y of the second part, its successors and assigns against the said part y of the first part, and his heirs and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

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

Signed, Sealed and Delivered in the Presence of

W. D. Peterson } *A. M. Newton* [SEAL]
A. M. NEWTON [SEAL]
[SEAL]
[SEAL]

3

3-2

468806

All of the following real estate located in Township 8 South,
Range 36 E.B.M.:

SW $\frac{1}{4}$ SE $\frac{1}{4}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sect. 15;
W $\frac{1}{2}$ Sec. 15; NE $\frac{1}{4}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$, all in Sect. 22;
and Tract in N $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$, in Sec. 22; described as follows:

Beginning at the west end of the South 1/16
line of Section 22, Township 8 South, Range 36
E.B.M., thence South 89°33' E. along said South
1/16 line 1088.8 feet, more or less to the Easterly
right of way line of the Marsh Creek Road, which
point is the true point of beginning; thence con-
tinuing S. 89°33' E. 1634.8 more or less to the center
line of Marsh Creek; thence S. 11°22' E. 92 ft.; thence S.
29°05' W. 35 ft.; thence S. 67°05' W. 30 ft.; thence N.
78°35' W. 79 feet; thence S. 21°57' W. 235 ft.; thence
S. 11°32' W. 330 ft. more or less to a line 660 ft. South
of and parallel to the South 1/16 line; thence N. 89°33'
W. 215 ft.; thence N. 61°08' W. 64 ft.; thence S. 82°22'
W. 177 ft.; thence N. 68°20' W. 374 ft.; thence S. 73°46' W.
99 ft.; thence S. 27°54' W. 127 ft.; more or less to a line
660 ft. South of and parallel to the South 1/16 line; thence
N. 89°33' W. 639.4 ft.; more or less to the Easterly right
of way line of the Marsh Creek Road; thence along said right
of way line N. 21°26' E. 331.5 ft.; thence N. 18°00' E.
84.5 ft.; thence N. 13°00' E. 278 ft. more or less to the
true point of beginning, same containing 23.1 acres, more
or less.....

ALSO:

E $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$, Section 16, Township 8 South, Range 36
E.B.M. containing 160.0 acres more or less.....

Printed and For Sale by—Gateway Print Co., Boise, Idaho

3-3

468806

STATE OF IDAHO,
COUNTY OF BANNOCK

} ss:

On this 31st day of March, in the year 1970, before me
the undersigned, a Notary Public in and for said County and
State, personally appeared A. M. NEWTON, a widower

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

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

STATE OF IDAHO,
COUNTY OF BANNOCK

3-3

468806

On this 31st day of March, in the year 1970, before me
the undersigned, a Notary Public in and for said County and
State, personally appeared A. M. NEWTON, a widower

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

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

Gail S. Pincel
Notary Public

(SEAL)

NOTARY SEAL

Residence Pocatello, Idaho

468806

NO
RECORDED AT REQUEST

Am. Land Title Co.

APR 1 11 5 AM '70

OFFICIAL RECORD NO. 233

ENHETTE SPAARER, RECORDER
FEE \$3.00 DEPUTY MC

WARRANTY DEED

468806

TO

Dated 19

STATE OF IDAHO,

COUNTY OF } ss:

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

at minutes past

o'clock M., this day of

at my office and duly recorded in Book
of Deeds at page

Ex-Officio Recorder

By

Fee \$ Deputy

Section 10 #	Township 8 Seller	Range 36 EBM Buyer	Date	Description	Acres
DIC 2845	US	Lorin Walker	May 17, 1907	SW/4 NW/4 N /2 SW/4 10-8-36	
DIC 1001048 1256388 14053-27 I.O. 30	US.	Pe ey ou This patent is issued in leiu of one, dated May 3, 1902	May 2, 1927	S /2 SW/4 10-8-36	80
298329	Luella Lillie Tetoby allotee # 1100 &her husband LaSalle Pocatello heirs of Pe syou Allotee # 30	C.C. Shappart	September 28, 1953	S/2 SW /4	80
510349	Chester C. Shappart	Edgar Eliason	November 30, 1967	S /2 SW /4 - 10-8-36	
510350	Edgar Eliason & Lucille Eliason	Gradyn D. Staley	June 4, 1973	S1/2 SW 1/4	
517982	Gradyn D Staley & Carol A. Staley	Marion D Matthews & Delores Matthews	January 15, 1974	S /2 SW /4 - 10-8-36	
549212	Marion D Matthews & Delores Matthews	Leslie N. Walker & Verna Walker	January 16, 1976	S /2 SW /4 - 10-8-36	
92016254	Leslie N. Walker & Verna Walker	Leslie N. Walker & Verna Walker trustees of the Les & Verna Walker Revocable Trust u/l/d 9-Oct-92	October 19, 1992	S /2 SW /4 - 10-8-36	
96009537	Leslie N. Walker & Verna Walker trustees of the Les & Verna Walker Revocable Trust u/l/d 9-Oct-92	Robert K. Triplett & Carole Triplett	June 10, 1996	S /2 SW /4 - 10-8-36	

The United States of America,

WHEREAS, a schedule of allotments approved by the Secretary of the Interior has been deposited in the General Land Office, whereby it appears that
Pe ey ou,
an Indian of the Fort Hall Reservation, has been allotted the following-described land:

The south half of the southwest quarter of Section ten in Township eight south of Range thirty-six east of the Boise Meridian, Idaho, containing eighty 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 the UNITED STATES OF AMERICA, in consideration of the premises, and in accordance with the provisions of the Act of Congress of February 23, 1889 (25 Stat., 688), HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT, unto the said
Pe ey ou,
and to **his** heirs, the lands above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said
Pe ey ou,
and to **his** heirs forever, with the provision that the title hereby acquired shall not be subject to alienation, lease, or incumbrance, either by voluntary conveyance of the grantee or **his** heirs, or by the judgment, order, or decree of any court, or subject to taxation of any character, but shall be and remain inalienable and not subject to taxation for the period of twenty-five years, and until such time thereafter as the President may see fit to remove the restriction. 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.

This patent is issued in lieu of one, dated May 3, 1902, which has been canceled.

IN TESTIMONY WHEREOF, I, Calvin Coolidge,

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 SECOND

day of MAY In the year of our Lord one thousand
nine hundred and TWENTY-SEVEN and of the Independence of the

United States the one hundred and FIFTY-FIRST

By the President:

By

Secretary.

Filed for record at the request of D. Jones, 140 Fuller Way, January 27, A.D. 1953 at 15 minutes past 1 o'clock P.M., in Recorder's Office, Page 258.

ANNA KEMER, Recorder

Fee \$ 1.25

By Sarah Lawrence, Deputy

INSTRUMENT NO. 298329

REC'D

GOT 9 1953 10 AM

Bureau of Indian Affairs

Portland

(May 1949)

Probate No. 17914-38

Probate No. 17914-38

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
Bureau of Indian Affairs
Portland
Land being conveyed was
allotted to Pe ey on
Allottee No. 30

THIS INSTRUMENT, made and entered into this 26th day of September one thousand nine hundred and fifty-three, by and between Isabelle Little Tetoboy, Probate No. 17914-38, deceased, a Fort Hall Indian of Fort Hall, Idaho Indians, parties of the first part, and C. C. Shappert, of McCammon, Idaho, party of the second part:

WITNESSETH, That said parties of the first part, for and in consideration of the sum of FIVE THOUSAND ONE HUNDRED FIFTY AND NO/100 (\$5,150.00) dollars, in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey unto said party of the second part the following-described real estate and premises situated in Blaine County, State of Idaho, on the Fort Hall Indian Reservation, to-wit:

S/2 SW/4 Section 10, T 8 S. R 36 E. B. M., Idaho, containing 80 acres. This conveyance is made in accordance with the Act of XXXX MAY 14, 1948 (62 Stat. 236).

This deed is subject to any prior valid existing right or adverse claim.

There is reserved from the lands hereby granted a right-of-way easement for ditches or canals constructed by authority of the United States.

together with all the improvements thereon and the appurtenances thereunto belonging, and the said parties of the first part, for themselves and their heirs, executors, and administrators, do hereby covenant, promise, and agree to and with the said party of the second part, his heirs and assigns, that they will forever warrant and defend the said premises against the claim of all persons, claiming or to claim by, through, or under themselves only.

SO HAVE AND TO HOLD said described premises unto the said parties of the second part, their heirs, executors, administrators, and assigns forever.

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

WITNESSES:
Isabelle C. Brownley
Wyoma Edmo

Isabelle Little Tetoboy Probate No. 17914-38 (SEAL)
Isabelle Probate No. 17914-38, her husband (SEAL)

Advisements must be in accordance with the forms prescribed by the State in which the land is situated.

STATE OF IDAHO,

COUNTY OF BINGHAM,

BE IT REMEMBERED, that on this 28th day of September, A.D. 1953, before the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Melba Little Roberts Pocastello and Leola Roberts Pocastello, her husband, to me personally known to be the identical persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on the day and year last hereinafore written.

(SEAL)
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS, Portland, Oregon.
This within deed is hereby approved; pursuant to authority delegated to the Area Director by Order No. 551 of the Commissioner of Indian Affairs, dated March 29, 1951 (45 F.R. 2939.) OCT 16 1953
George Taylor
Area Director
The within deed is recorded in the Office of Indian Affairs in Volume --, Page --
Inherited Indian Land Deed Book.
The Portland Area Office Recording Volume 1, Page 65 line 25. Tract File No. PHX-10.

and duly recorded in Book 118 of Deeds, Page 259, at request of C. C. Shapart, Mechanism, Idaho.

ANNA KEEFE, Recorder

Fee \$ 1.50

By Sarah Devaney, Deputy.

INSTRUMENT NO. 298335

THIS INSTRUMENT, made this 23rd day of JANUARY, in the year of our Lord one thousand nine hundred and fifty-four, between COLEMAN BUILDERS SUPPLY, INC., a corporation duly organized and existing under the laws of the State of Idaho, and GOLDA L. MAH and LOUISA MAH, husband and wife, of Pocatello, County of Bannock, State of Idaho, parties of the second part.

WITNESSETH, that the said party of the first part, having been lawfully duly authorized by resolution of the Board of Directors, for and in consideration of the sum of TEN THOUSAND (\$10,000) to it in hand paid by the said parties of the second part, the receipt whereof is acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, all the following described real estate situated in Alaska; County Bannock, State of Idaho; to-wit:

The western one half of Lot 23, and 24, Block 1, INGLEWOOD ADDITION, as the same appear on the official plat thereof filed in the office of the County Recorder of Bannock County, Idaho. Same being embraced in the City of Almada, Idaho.

(U.S.I.N.S. § 16.50 attached to deed and unrecorded)

TOGETHER, with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said party of the first part. In and to the said property, unto the said parties of the second part, and to their heirs, assigns forever, and the said parties of the first part, and to their heirs, assigns forever, and the said parties of the second part, and to their heirs, assigns forever, and by these presents forever defend.

IN WITNESS WHEREOF, the party of the first part has caused its corporate name to be hereunto subscribed by its President and its corporate seal to be affixed by its Secretary in pursuance to said resolution this day and year first above written.

COLEMAN BUILDERS SUPPLY, INC.

By Hurlton L. Coleman
Its President
Its Secretary

Lasalle Pocatello - original owner (Chippewa)
Probably in original allotment from gov.

1930's most Indians sold out and moved from
area.

Tribe sold remaining ground back to
Gov.

That time they had 20 acres farming and 160 acres
grazing.

The white guy should of put in a claim
around this time for water?

Realty office - Judy 238-2307
Rick Cutler

Yellow =
Realty office

1-16/37

Printed and Sold by the Gateway Printing Co.

510349

THIS INDENTURE, made this 30th day of November in the year of our Lord, One Thousand Nine Hundred and Sixty-Seven, between

CHESTER CHARLES SHAPPART, a single man

of _____, County of Bannock, State of Idaho

the part y of the first part, and

EDGAR ELIASSEN, a single man

of _____, County of Bannock, State of Idaho

the part y of the second part:

WITNESSETH: That the said part y of the first part, for and in consideration of the sum of TEN AND NO/100 AND OTHER VALUABLE CONSIDERATION - - - - - DOLLARS, lawful money of the United States of America, to him in hand paid by the said part Y of the second part, the receipt whereof is hereby acknowledged does by these presents, Grant, Bargain, Sell and Convey and Confirm unto said part y of the second part, and to his heirs and assigns forever: All those certain lots, pieces or parcels of land situate, lying and being in the County of Bannock, State of Idaho, bounded and more particularly

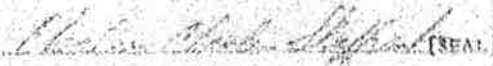
described as follows, to-wit: All of the West Half of the Southwest Quarter of Section 3, Township 8 South, of Range 36 E.B.M., Bannock County, Idaho. Also, beginning at the Southwest corner of the Southwest Quarter of the Northwest Quarter of Section 3, Township 8 South, Range 36 E.B.M.; thence North 953 feet; thence South 69°25' East, 1863.88 feet to the left bank of Marsh Creek; thence upstream to the intersection of said bank with the South boundary line of the Southeast Quarter of the Northwest Quarter of Section 3, Township 8 South, Range 36 E.B.M.; thence West 1568.8 feet to the point of beginning. Also, the Northeast Quarter of the Southwest Quarter of Section 3, Township 8 South, Range 36 E.B.M.; and the South Half of the Southwest Quarter of Section 10, Township 8 South, Range 36 East of the Boise Meridian, Bannock County, Idaho.

Together with all and singular, the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges therunto incident unto the said part Y of the second part, and to his heirs and assigns forever and the said part Y of the first part, and his heirs and assigns warrant the said premises in the quiet and peaceable possession of the said part Y of the second part, his heirs and assigns against the said part Y of the first part and his heirs and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

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

Signed: Sealed and Delivered in the Presence of

 (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF IDAHO

510349

COUNTY OF Bannock

On this 30th

day of November, in the year 19 67, before me

Louis F. Racine, Jr.

a Notary Public in and for said County and

State, personally appeared

CHESTER CHARLES SHAPPART, a single man,

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

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

NOTARY SEAL

Louis F. Racine, Jr., Notary Public

Residence: Pocatello, Idaho

NO. 510349
RECORDED AT RECORDS

Amey, Land Title Co.

JUN 22 4 16 PM '73

OFFICIAL RECORDS
BY REC'D BY SHAPART
JUN 22 4 16 PM '73

2.00 OF 817 mo

By _____
Ex-Officio Recorder

of Deeds at page _____

at my office and duly recorded in Book _____

A. D. 19 _____

at _____ day of _____

minutes past _____

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

STATE OF IDAHO, _____

ss: _____

Dated _____ 19 _____

TO _____

WARRANTY DEED

1-16137-K

WARRANTY DEED

510350

For Value Received

EDGAR ELIASON and LUCILLE ELIASON, husband and wife

the grantors, do hereby grant, bargain, sell and convey unto

GRADYN D. STALEY

the grantees, the following described premises, in Bannock County Idaho, to wit:

Township 8 South, Range 36 East of the Boise Meridian, Bannock County, Idaho;

Section 3: W $\frac{1}{2}$ SW $\frac{1}{4}$, Also: Beginning at the Southwest Corner SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 3, Thence North 95.3 feet, thence South 69.25' East 1863.88 feet to the left bank of Marsh Creek, thence upstream to the intersection of said bank with the South Boundary line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 3, Thence West 1568.9 feet to the Point of Beginning.

NE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 10: S $\frac{1}{2}$ SW $\frac{1}{4}$.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, Grady D. Staley, heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that they are free from all incumbrances except those recorded of record in the Recorder's Office for the Bannock County, State of Idaho,

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: 4th day of June, 1973

STATE OF IDAHO, COUNTY OF BANNOCK
On this 22nd day of June, 1973,
I, Edgar Eliaeson and Lucille Eliaeson, a notary public in and for said State, personally appeared EDGAR ELIASON and LUCILLE ELIASON
known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public
Idaho

510350

RECORDED AT REQUEST OF
AMER. LAND TITLE CO.

JUN 22 4 17 PM '73

1.00 FEE
FEE FOR RECORDING
IN BANNOCK COUNTY, IDAHO

Printed by the AMERICAN LAND TITLE CO., Boise, ID.

Printed by the AMERICAN LAND TITLE CO., Portland, Idaho

1645 WARRANTY DEED 517982 1-17250-8		For Value Received GRADYN D. STALEY AND CAROL A. STALEY, husband and wife the grantors, do hereby grant, bargain, sell and convey unto MARION D. MATTHEWS AND DELORIS MATTHEWS, husband and wife whose current address is Inkorn, Idaho the grantees, the following described premises, in Bannock County, Idaho, to wit: South Half of the Southwest quarter of Section 10, Township 8 South, Range 30 East of the Boise Meridian, Bannock County, Idaho.	
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s, their heirs and assigns forever. And the said Grantees do hereby covenant to and with the said Grantees, that the y are the owners in fee simple of said premises; that they are free from all incumbrances and that they will warrant and defend the same from all lawful claims whatsoever. Dated: January 11, 1974		<i>Gradyn D. Staley</i> Gradyn D. Staley <i>Carol A. Staley</i> Carol A. Staley	
STATE OF IDAHO, COUNTY OF On this 15 day of Jan, 1974 appeared Gradyn D. Staley & Carol A. Staley, husband and wife known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same. <i>Gradyn D. Staley</i> <i>Carol A. Staley</i> Notary Public My Comm. Expires 2-29-76		517982 NO RECORD AT REQUEST Am. Land Title Co. JAN 15 2 05 PM '74 OFFICIAL RECORD BK. NO. 264 MANASSA COUNTY, IDAHO TIN CHICKS, INCORPORATED fee 1.00 OFFICE IN	

6244

0145

Warranty Deed

92016254

For Value Received

LESLIE M. WALKER and VERA WALKER, husband and wife

the grantors do hereby grant, bargain, sell and convey unto

LESLIE M. WALKER and VERA A. WALKER, trustees of the LES AND VERA WALKER
REVOCABLE TRUST u/d October 9, 1992

whose current address is

2539 South Fairway
Pocatello, Idaho 83201

the grantee s, the following described premises, in Bannock County Idaho, to wit:

Parcel 2:

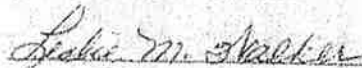
Township 8 South, Range 36 East of the Boise Meridian, Bannock County,
Idaho.

Section 10: S½ SW¼...

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s,
their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said
Grantee s, that they are the owners in fee simple of said premises; that they are free from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: October 19, 1992



LESLIE M. WALKER



VERNA WALKER

NOTARY SEAL

STATE OF IDAHO, COUNTY OF BANNOCK
On this 19th day of October, 1992,
before me, a notary public in and for said State, personally appeared

Leslie M. Walker and Verna Walker,
husband and wife

known to me to be the person s whose names are
subscribed to the within instrument, and acknowledged to me that
they executed the same.



Notary Public

Residing at Pocatello, Idaho
Comm. Expires 10-13-95

92016254

Verna Walker
92 OCT 20 P2:42

574

3.00 ps-co

FA/21886

01424

WARRANTY DEED

96009537

For Value Received LESLIE M. WALKER, TRUSTEE AND VERNA A. WALKER TRUSTEE OF THE
LES AND VERNA WALKER REVOCABLE TRUST DATED OCTOBER 9, 1992

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

ROBERT K. TRIPLETT and D. CAROLE TRIPLETT, husband and wife

whose address is: 4654 JOHNNY CREEK ROAD - POCATELLO, IDAHO 83204

Hereinafter called the Grantee, the following described premises situated in BANNOCK County, Idaho, to-wit:

Township 8 South, Range 36 East Boise Meridian, BANNOCK COUNTY, IDAHO.
Section 10: S4SW4

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: JUNE 10, 1996

Leslie M. Walker, Trustee
LESLIE M. WALKER, TRUSTEE

Verna A. Walker, Trustee
VERNA A. WALKER, TRUSTEE

STATE OF IDAHO)
: ss) NOTARY SEAL
COUNTY OF BANNOCK)

On This 10TH day of JUNE, in the year 1996, before me, a Notary Public in and for said State, personally appeared LESLIE M. WALKER AND VERNA WALKER, known or identified to me to be the TRUSTEES whose names subscribed to the within instrument as TRUSTEES of the LES AND VERNA WALKER REVOCABLE TRUST, and acknowledged to me that THEY executed the same as such TRUSTEES.

96009537
REQUEST OF
FIRST AMERICAN TITLE
JUN 10 1996

James C. ...
Notary Public of Idaho
Residing at POCATELLO
Commission Expires: 2-18-99

RECORDED
JUN 10 1996
LARRY L. ...
LE 3.00



A REGIONAL PARTNER CENTER

Document: Shonshone Bannock Treaty, 1868

SHOSHONEES-EASTERN BAND AND BANNACKS.

BACK TO
COLUMBIA BASIN
MAP

Treaty between the United States of America and the eastern band of Shoshonees and the Bannack tribe of Indians, concluded July 3, 1868; ratification advised February 16, 1869.

The Treaty Right to
Harvest

ANDREW JOHNSON, President of the United States of America, to all and singular to whom these presents shall come, greeting:

Traditional Equipment

Dams & the Native
Fishery

Celilo Falls

DOCUMENTS

U.S. Treaties

Canadian Documents

U.S. Legal Decisions

Canadian Legal
Decisions

Other Documents

Photo Archive

Bibliography &
Resources

Table of Contents

Whereas a treaty was made and concluded at Fort Bridger, in the Territory of Utah, on the third day of July, in the year of our Lord one thousand eight hundred and sixty-eight, by and between Nathaniel G. Taylor, William T. Sherman, William S. Harney, John B. Sanborn, S. F. Tappan, C. C. Augur, and Alfred H. Terry, commissioners on the part of the United States, and Wash-akie, Wan-ni-pitz, and other chiefs and head-men of the eastern-band of Shoshonee Indians, and Tag-gee, Tay-to-ba, and other chiefs and head-men of the Bannack tribe of Indians, on the part of said band and tribe of Indians, respectively, and duly authorized thereto by them, which treaty is in the words and figures following, to wit:

Articles of a treaty with the Shoshonees (eastern band) and Bannack tribes of Indians, made the third day of July, 1868, at Fort Bridger, Utah Territory.

Articles of a treaty made and concluded at Fort Bridger, Utah Territory, on the third day of July, in the year of our Lord one thousand eight hundred and sixty-eight, by and between the undersigned commissioners on the part of the United States, and the undersigned chiefs and head-men of and representing the Shoshonee (eastern band) and Bannack tribes of Indians, they being duly authorized to act in the premises:

ARTICLE 1. From this day forward peace between the parties to this treaty shall forever continue. The Government of the United States desires peace, and its honor is hereby pledged to keep it. The Indians desire peace, and they hereby pledge their honor to maintain it. If bad men among the whites, or among other people subject to the authority of the United States, shall commit any wrong upon the person or property of the Indians, the United States will, upon proof made to the agent and forwarded to the Commissioner of Indian Affairs, at Washington City, proceed at once to cause the offender to be arrested and punished according to the laws of the United States, and also reimburse the injured person for the loss sustained.

If bad men among the Indians shall commit a wrong or depredation upon the person or property of any one, white, black, or Indian, subject to the authority of the United States and at peace therewith, the Indians herein named solemnly

agree that they will, on proof made to their agent and notice by him, deliver up the wrong-doer to the United States, to be tried and punished according to the laws; and in case they wilfully refuse so to do, the person injured shall be re-imbursed for his loss from the annuities or other moneys due or to become due to them under this or other treaties made with the United States. And the President, on advising with the Commissioner of Indian Affairs, shall prescribe such rules and regulations for ascertaining damages under the provision, of this article as in his judgment may be proper. But no such damages shall be adjusted and paid until thoroughly examined and passed upon by the Commissioner of Indian Affairs, and no one sustaining loss while violating or because of his violating the provisions, of this treaty or the laws of the United States shall be re-imbursed therefor.

ARTICLE 2. It is agreed that whenever the Bannacks desire a reservation to be set apart for their use, or whenever the President of the United States shall deem it advisable for them to be put upon a reservation, he shall cause a suitable one to be selected for them in their present country, which shall embrace reasonable portions of the "Port Neuf" and "Kansas Prairie" countries, and that, when this reservation is declared, the United States will secure to the Bannacks the same rights and privileges therein, and make the same and like expenditures therein for their benefit, except the agency-house and residence of agent, in proportion to their numbers, as herein provided for the Shoshonee reservation. The United States further agrees that the following district of country, to wit: Commencing at the mouth of Owl Creek and running due south to the crest of the divide between the Sweetwater and Papo Agie Rivers; thence along the crest of said divide and the summit of Wind River Mountains to the longitude of North Fork of Wind River; thence due north to mouth of said North Fork and up its channel to a point twenty miles above its mouth; thence in a straight line to head-waters of Owl Creek and along middle of channel of Owl Creek to place of beginning, shall be and the same is set apart for the absolute and undisturbed use and occupation of the Shoshonee Indians herein named, and for such other friendly tribes or individual Indians as from time to time they may be willing, with the consent of the United States, to admit amongst them; and the United States now solemnly agrees that no persons except those herein designated and authorized so to do, and except such officers, agents, and employes of the Government as may be authorized to enter upon Indian reservations in discharge of duties enjoined by law, shall ever be permitted to pass over, settle upon, or reside in the territory described in this article for the use of said Indians, and henceforth they will and do hereby relinquish all title, claims, or rights in and to any portion of the territory of the United States, except such as is embraced within the limits aforesaid.

ARTICLE 3. The United States agrees, at its own proper expense, to construct, at a suitable point on the Shoshonee reservation, a warehouse or store-room for the use of the agent in storing goods belonging to the Indians, to cost not exceeding two thousand dollars; an agency building for the residence of the agent, to cost not exceeding three thousand; a residence for the physician, to cost not more than two thousand dollars; and five other buildings, for a carpenter, farmer, blacksmith, miller, and engineer, each to cost not

exceeding two thousand dollars; also a school-house or mission building so soon as a sufficient number of children can be induced by the agent to attend school, which shall not cost exceeding twenty-five hundred dollars.

The United States agrees further to cause to be erected on said Shoshonee reservation, near the other buildings herein authorized, a good stearn circular-saw mill, with a grist-mill and shingle-machine attached, the same to cost not more than eight thousand dollars.

ARTICLE 4. The Indians herein named agree, when the agency house and other buildings shall be constructed on their reservations named, they will make said reservations their permanent home, and they will make no permanent settlement elsewhere; but they shall have the right to hunt on the unoccupied lands of the United States so long as game may be found there on, and so long as peace subsists among the whites and Indians, on the borders of the hunting districts.

ARTICLE 5. The United States agrees that the agent for said Indians shall in the future make his home at the agency building on the Shoshonee reservation, but shall direct and supervise affairs on the Bannack reservation; and shall keep an office open at all times for the purpose of prompt and diligent inquiry into such matters of complaint by and against the Indians as may be presented for investigation under the provisions of their treaty stipulations, as also for the faithful discharge of other duties enjoined by law. In all cases of depredation on person or property he shall cause the evidence to be taken in writing, and forwarded, together with his finding, to the Commissioner of Indian Affairs, whose decision shall be binding on the parties to this treaty.

ARTICLE 6. If any individual belonging to said tribes of Indians, or legally incorporated with them, being the head of a family, shall desire to commence farming, he shall have the privilege to select, in the presence and with the assistance of the agent then in charge, a tract of land within the reservation of his tribe, not exceeding three hundred and twenty acres in extent, which tract so selected, certified, and recorded in the "land-book," as herein directed, shall cease to be held in common, but the same may be occupied and held in the exclusive possession of the person selecting it, and of his family, so long as he or they may continue to cultivate it.

Any person over eighteen years of age, not being the head of a family, may, in like manner, select and cause to be certified to him or her, for purposes of cultivation, a quantity of land not exceeding eighty acres in extent, and thereupon be entitled to the exclusive possession of the same as above described. For each tract of land so selected a certificate, containing a description thereof, and the name of the person selecting it, with a certificate indorsed thereon that the same has been recorded, shall be delivered to the party entitled to it by the agent, after the same shall have been recorded by him in a book to be kept in his office subject to inspection, which said book shall be known as the "Shoshone (eastern band) and Bannack land-book."

The President may, at any time, order a survey of these reservations, and when so surveyed Congress shall provide for protecting the rights of the Indian settlers in these improvements, and may fix the character of the title held by each. The United States may pass such laws on the subject of alienation and descent of property as between Indians, and on all subjects connected with the government of the Indians on said reservations, and the internal police thereof, as may be thought proper.

ARTICLE 7. In order to insure the civilization of the tribes entering into this treaty, the necessity of education is admitted, especially of such of them as are or may be settled on said agricultural reservations, and they therefore pledge themselves to compel their children, male and female, between the ages of six and sixteen years, to attend school; and it is hereby made the duty of the agent for said Indians to see that this stipulation is strictly complied with; and the United States agrees that for every thirty children between said ages who can be induced or compelled to attend school, a house shall be provided and a teacher competent to teach the elementary branches of an English education shall be furnished, who will reside among said Indians and faithfully discharge his or her duties as a teacher. The provisions of this article to continue for twenty years.

ARTICLE 8. When the head of a family or lodge shall have selected lands and received his certificate as above directed, and the agent shall be satisfied that he intends in good faith to commence cultivating the soil for a living, he shall be entitled to receive seeds and agricultural implements for the first year, in value one hundred dollars, and for each succeeding year he shall continue to farm, for a period of three years more, he shall be entitled to receive seeds and implements as aforesaid in value twenty-five dollars per annum.

And it is further stipulated that such persons as commence farming shall receive instructions from the farmers herein provided for, and whenever more than one hundred persons on either reservation shall enter upon the cultivation of the soil, a second blacksmith shall be provided, with such iron, steel, and other material as may be required.

ARTICLE 9. In lieu of all sums of money or other annuities provided to be paid to the Indians herein named, under any and all treaties heretofore made with them, the United States agrees to deliver at the agency-house on the reservation herein provided for, on the first day of September of each year, for thirty years, the following articles, to wit:

For each male person over fourteen years of age, a suit of good substantial woollen clothing, consisting of coat, hat, pantaloons, flannel shirt, and a pair of woollen socks; for each female over twelve years of age, a flannel skirt, or the goods necessary to make it, a pair of woollen hose, twelve yards of calico, and twelve yards of cotton domestics.

For the boys and girls under the ages named, such flannel and cotton goods as

may be needed to make each a suit as aforesaid, together with a pair of woollen hose for each.

And in order that the Commissioner of Indian Affairs may be able to estimate properly for the articles herein named, it shall be the duty of the agent, each year, to forward to him a full and exact census of the Indians, on which the estimate, from year to year, can be based ; and, in addition to the clothing herein named, the sum of ten dollars shall be annually appropriated for each Indian roaming, and twenty dollars for each Indian engaged in agriculture, for a period of ten-years, to be used by the Secretary of the Interior in the purchase of such articles as, from time to time, the condition and necessities of the Indians may indicate to be proper. And if, at any time within the ten years, it shall appear that the amount of money needed for clothing under this article can be appropriated to better uses for the tribes herein named, Congress may, by law, change the appropriation to other purposes; but in no event shall the amount of this appropriation be withdrawn or discontinued for the period named. And the President shall annually detail an officer of the Army to be present, and attest the delivery of all the goods herein named to the Indians, and he shall inspect and report on the quantity and quality of the goods and the manner of their delivery.

ARTICLE 10. The United States hereby agrees to furnish annually to the Indians the physician, teachers, carpenter, miller, engineer, farmer, and blacksmith, as herein contemplated, and that such appropriations shall be made, from time to time, on the estimates of the Secretary of the Interior, as will be sufficient to employ such persons.

ARTICLE 11. No treaty for the cession of any portion of the reservations herein described which may be held in common shall be of any force or validity as against the said Indians, unless executed and signed by at least a majority of all the adult male Indians occupying or interested in the same; and no cession by the tribe shall be understood or construed in such manner as to deprive, without his consent, any individual member of the tribe of his right to any tract of land selected by him, as provided in Article 6 of this treaty,

ARTICLE 12. It is agreed that the sum of five hundred dollars annually, for three years from the date when they commence to cultivate a farm, shall be expended in presents to the ten persons of said tribe who, in the judgment of the agent, may grow the most valuable crops for the respective year.

ARTICLE 13. It is further agreed that, until such time as the agency-buildings are established on the Shoshonee reservation, their agent shall reside at Fort Bridger, U. T., and their annuities shall be delivered to them at the same place in June of each year.

Proclaimed February 24, 1869.

To Top

Links to Documents

ALLOTMENT DATA

What were the results of allotment? This description of allotment includes links to tables of data concerning the results of allotment between 1887 and 1915.

Descriptive list of tables with links.

Alphabetical list of reservations for which specific data is given with links to the data for each.

Comparing allotment and homesteading, 1900-1915, with links to relevant tables.

Documents: the Dawes Act (or General Allotment Act) of 1887, together with two amendments, the 1891 amendment and the 1906 amendment, usually called the Burke Act. In addition, the 1910 omnibus act deals with a number of issues arising from allotment.

Readings for further study of allotment.

PUBLISHED REPORTS, 1871

Thus far we have four published reports in this collection, and a comprehensive index for both.

The report of the commissioner of Indian affairs and the report of the Board of Indian Commissioners cover about the same ground, but from slightly different angles. The commissioner was the chief administrator of the Office of Indian Affairs. The board of commissioners, made up of would-be reformers who tended to hold Protestant views, was authorized by Congress in 1869 as a watchdog that would put an end to corruption and maltreatment of Indian people. Although corruption and maltreatment continued, the board stayed in operation for sixty-four years.

We have now added two appendices to the board's report, one dealing with the visit to the Oglala Lakotas by the chairman of the Board of Indian Commissioners (this is the largest of the four documents in this set), and the other a brief letter from Ely S. Parker, who resigned as commissioner during the year, concerning the board's duties.

We have also added the map published with the 1875 report.

ROGUE RIVER WAR AND SILETZ RESERVATION DOCUMENTS

The subject is introduced in a brief interpretive history of the Rogue River War and Siletz Reservation to 1894, with many links to the document collection. The same file also includes a short list of suggested readings.

Documents numbered through D115 are included in the subject index.

All documents are included in the chronological list of documents, which lists them by date, and the numerical list, which lists them by NADP document number.

Smithsonian Institution Bureau of Ethnology map of western Oregon, ca. 1899.

Native American Documents Project

An Act to Provide for Determining the Heirs of Deceased Indians, for the Disposition and Sale of Allotments of Deceased Indians, for the Leasing of Allotments, and for Other Purposes, Statutes at Large 36, 855-63, NADP Document A1910.

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Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That when any Indian to whom an allotment of land has been made, or may hereafter be made. dies before the expiration of the trust period and before the issuance of the fee simple patent, without having made a will disposing of said allotment as hereinafter provided, the Secretary of the Interior, upon notice and hearing, under such rules as he may prescribe, shall ascertain the legal heirs of such decedent, and his decision thereon shall be final and conclusive. If the Secretary of the Interior decides the heir or heirs of such decedent competent to manage their own affairs,

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he shall issue to such heir or heirs a patent in fee for the allotment of such decedent; if he shall decide one or more of the heirs to be incompetent he may, in his discretion, cause such lands to be sold: *Provided, That if the Secretary of the Interior shall find that the lands of the decedent are capable of partition to the advantage of the heirs, he may cause the heirs of such as are competent, upon their petition, to be set aside and patents in fee to be issued to them therefor. All sales of lands allotted to Indians authorized by this or any other Act shall be made under such rules and regulations and upon such terms as the Secretary of the Interior may prescribe, and he shall require a deposit of ten per centum of the purchase price at the time of the sale. Should the purchaser fail to comply with the terms of sale prescribed by the Secretary of the Interior, the amount so paid shall be forfeited; in case the balance of the purchase price is to be paid in deferred payments, a further amount, not exceeding fifteen per centum, of the purchase price may be so forfeited for failure to comply with the terms of the sale. All forfeitures shall inure to the benefit of the heirs. Upon payment of the purchase price in full, the Secretary of the Interior shall cause to be issued to the purchaser patent in fee for such land: *Provided, That the proceeds of the sale of inherited lands shall be paid to such heir or heirs as may be competent and held in trust subject to use and expenditure during the trust period for such heir or heirs as may be incompetent, as their respective interests shall appear: *Provided further, That the Secretary of the Interior is hereby authorized in his discretion to issue a certificate of competency, upon application therefor, to any Indian, or in case of his death, to his heirs, to whom a patent in fee containing restrictions on alienation has been or may hereafter be issued, and such certificate shall have the effect of removing the restrictions on alienation contained in such patent: *Provided further, That hereafter any United States Indian agent, superintendent, or other disbursing agent of the Indian Service may deposit Indian money, individual or tribal, coming into his hands as custodian, in such bank or banks as he may select: *Provided, That the bank or banks so selected by him shall first execute to the said disbursing agent a bond, with approved surety in such amount as shall properly safeguard the funds to be deposited. Such bond shall be subject to the approval of the Secretary of the Interior.*****

SEC. 2. That any Indian of the age of twenty-one years, or over, to whom an allotment of land has been or may hereafter be made, shall have the right, prior to the expiration of the trust period and before the issue of a fee simple patent, to dispose of such allotment by will, in accordance with rules and regulations to be

prescribed by the Secretary of the Interior: *Provided, however,* That no will so executed shall be valid or have any force or effect unless and until it shall be approved by the Commissioner of Indian Affairs and the Secretary of the Interior: *Provided further,* That sections one and two of this Act shall not apply to the State, of Oklahoma.

SEC. 3. That in any case where an Indian has an allotment of land, or any right, title, or interest in such an allotment, the Secretary of the Interior, in his discretion, may permit such Indian to surrender such allotment, or all right, title, or interest therein, by such formal relinquishment, as may be prescribed by the Secretary of the Interior, for the benefit of any of his or her children to whom no allotment of land shall have been made; and thereupon the Secretary of the Interior shall cause the estate so relinquished to be allotted to such child or children subject to all conditions which attached to it before such relinquishment.

SEC. 4. That any Indian allotment held under a trust patent may be leased by the allottee for a period not to exceed five years, subject to and in conformity with such rules and regulations as the

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Secretary of the Interior may prescribe, and the proceeds of any such lease shall be paid to the allottee or his heirs, or expended for his or their benefit, in the discretion of the Secretary of the Interior.

SEC. 5. That it shall be unlawful for any person to induce any Indian to execute any contract, deed, mortgage, or other instrument purporting to convey any land or any interest therein held by the United States in trust for such Indian' or to offer any such contract, deed, mortgage, or other instrument for record in the office of any recorder of deeds. Any person violating this provision shall be deemed guilty of a misdemeanor, and upon conviction shall be punished by a fine not exceeding five hundred dollars for the first offense, and if convicted for a second offense may be punished by a fine not exceeding five hundred dollars or imprisonment not exceeding one year, or by both such fine and imprisonment, in the discretion of the court: *Provided,* That this section shall not apply to any lease or other contract authorized law to be made.

SEC. 6. That section fifty of the Act entitled "An Act to codify, revise, and amend the penal laws of the United States," approved March fourth, nineteen hundred and nine (Thirty-fifth United States Statutes at Large, page one thousand and ninety-eight), is hereby amended so as to read:

"SEC. 50. Whoever shall unlawfully cut, or aid in unlawfully cutting, or shall wantonly injure or destroy, or procure to be wantonly injured or destroyed, any tree, growing, standing, or being, upon any land of the United States which, in pursuance of law, has been reserved or purchased by the United States for any public use, or upon any Indian reservation, or lands belonging to or occupied by any tribe of Indians under the authority of the United States, or any Indian allotment while the title to the same shall be held in trust by the Government, or while the same shall remain inalienable by the allottee without the consent of the United States, shall be fined not more than five hundred dollars, or imprisoned not more than one year, or both."

That section fifty-three of said Act is hereby amended so as to read:

"SEC. 53. Whoever shall build a fire in or near any forest, timber, or other inflammable material upon the public domain, or upon any Indian reservation, or lands belonging to or occupied by any tribe of Indians under the authority of the United States, or upon any Indian allotment while the title to the same shall be held in trust by the Government, or while the same shall remain inalienable by the allottee without the consent of the United States, shall, before leaving said fire, totally extinguish the same; and whoever shall fail to do so shall be fined no more than one thousand dollars, or imprisoned not more than one year, or both."

SEC. 7. That the mature living and dead and down timber on unallotted lands of any Indian reservation may be sold under regulations to be prescribed by the Secretary of the Interior and the proceeds from such sales shall be used for the benefit of the Indians of the reservation in such manner as he may direct: *Provided*, That this shall not apply to) the States of Minnesota and Wisconsin.

SEC. 8. That the timber on any Indian allotment held under a trust or other patent containing restrictions on alienations, may be sold by the allottee with the consent of the Secretary of the Interior and the proceeds thereof shall be paid to the allottee or disposed of for his benefit under regulations to be prescribed by the Secretary of the Interior.

SEC. 9. That section three of the Act entitled "An Act to provide for the allotment of lands in severalty to Indians on the various reservations, and to extend the protection of the laws of the United States and the Territories over the Indians, and for other purposes,"

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approved February eighth, eighteen hundred and eight-seven (Twenty-fourth Statutes at Large, page three hundred and eighty-seven), be, and the same hereby is, amended to read as follows:

"SEC. 3. That the allotments provided for in this Act shall be made by special agents appointed by the President for such purpose, and the superintendents or agents in charge of the respective reservations on which the allotments are directed to be made, or, in the discretion of the Secretary of the Interior, such allotments, may be made by the superintendent or agent in charge of such reservation, under such rules and regulations as the Secretary of the Interior may from time to time prescribe, and shall be certified by such special allotting agents, superintendents, or agents to the Commissioner of Indian Affairs, in duplicate, one copy to be retained in the Indian Office and the other to be transmitted to the Secretary of the Interior for his action, and to be deposited in the General Land Office."

SEC. 10. That the Secretary of the Interior be, and he is hereby authorized, whenever in his opinion it shall be conducive to the best welfare and interest of the Indians living within any Indian village on any of the Indian reservations in the State of Washington, to issue a patent to each of said Indians for the village or town lot occupied by him, which patent shall contain restrictions against the alienation of the lot described therein to persons other than members of the tribe, except on approval of the Secretary of the Interior; and if any such Indian shall die subsequent to the approval of this Act, and before receiving patent to the lot occupied by him, the lot to which such Indian would have been entitled if living, shall be patented in his name and shall be disposed of as provided for in section one of this Act.

SEC. 11. That the Secretary of the Interior be, and he hereby is, authorized to approve allotments made within the limits of the abandoned Camp Mojave military and hay and wood reservation, as defined in the proclamation of the President dated March thirtieth, eighteen hundred and seventy, to those Indian allottees who shall be found to be entitled to allotment, and patents shall issue to such allottees, as provide in the general allotment Act of February eighth, eighteen hundred and eighty-seven, and the Acts amendatory thereof.

SEC. 12. That the Secretary of the Interior be, and he is hereby, authorized and directed to investigate the allotments in the names of Sooc-oog (Red Foot), or Bill Billy, allottee numbered nine, and Mo-zo-to-be (Hair Forehead) Brown, allottee numbered eight, deceased Pahute Indians, on the public domain in the Carson (Nevada) land district, and if it be shown to his satisfaction that the allottees died without heirs he is hereby authorized and directed to cancel the said patent: *Provided*, That hereafter the Secretary of the Interior be, and he is hereby,

authorized to investigate the allotment in the name of any deceased Indian and if it be shown to his satisfaction that the allottee died without heirs he shall report the facts to Congress with a recommendation for the cancellation of the patent issued in the name of such Indian.

SEC. 13. That the Secretary of the Interior be, and he is hereby, authorized, in his discretion, to reserve from location, entry, sale, allotment, or other appropriation any lands within any Indian reservation, valuable for power or reservoir sites, or which may be necessary for use in connection with any irrigation project heretofore or hereafter to be authorized by Congress: *Provided*, That if no irrigation project shall be authorized prior to the opening of any Indian reservation containing such power or reservoir sites the Secretary of the Interior may, in his discretion, reserve such sites pending future legislation by Congress for their disposition, and he shall report to Congress all reservations made in conformity with this Act.

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SEC. 14. That the Secretary of the Interior, after notice and hearing, is hereby authorized to cancel trust patents issued to Indian allottees for allotments within any power or reservoir site and for allotments or such portions of allotments as are located upon or include lands set aside, reserved, or required within any Indian reservation for irrigation purposes under authority of Congress: *Provided*, That any Indian allottee whose allotment shall be so canceled shall be reimbursed for all improvements on his canceled allotment, out of any moneys available for the construction of the irrigation project for which the said power or reservoir site may be set aside: *Provided further*, That any Indian allottee whose allotment, or part thereof, is so canceled shall be allotted land of equal value within the area, subject to irrigation by any such project.

SEC. 15. That the Secretary of the Interior be, and he is hereby, authorized to convey by a patent in fee simple the tract of land described as the northwest quarter of the southeast quarter of section ten, township twenty-three north, range two east of the Indian meridian, containing forty acres, more or less, reserved for and occupied by the Associated Executive Committee of Friends on Indian Affairs, in the former Otoe and Missouri Reservation, in Oklahoma, for religious, mission, or school purposes, to such board of trustees as the proper officers of said society shall designate: *Provided, however*, That no conveyance shall be made without the consent of the Indians and the payment by said society of a just compensation for the lands to be conveyed, the price to be fixed by the Secretary of the Interior: *And provided further*, That the moneys derived from such source shall be deposited in the Treasury of the United States to the credit of the Otoe and Missouri Indians, to be expended for their benefit in the discretion of the Secretary of the Interior under such regulations as he may prescribe.

SEC. 16. That section one of the Act entitled "An Act to provide for the acquiring of rights of way by railroad companies through Indian reservations, Indian lands, and Indian allotments, and for other purposes," approved March second, eighteen hundred and ninety-nine, be, and the same hereby is, amended by adding thereto the following:

"Provided also, That as a condition precedent to each and every grant of a right of way under authority of this Act, each and every railway company applying for such grant shall stipulate that it will construct and permanently maintain suitable passenger and freight stations for the convenience of each and every town site established by the Government along said right of way."

SEC. 17. That so much of the Indian appropriation Act for the fiscal year nineteen hundred and ten, approved March third, nineteen hundred and nine, as reads as follows, to wit: "That the Secretary of the Interior be, and he hereby is, authorized, under the direction of the President, to allot any Indian on the public

domain who has not heretofore received an allotment, in such areas as he may deem proper, not to exceed, however, eighty acres of agricultural or one hundred and sixty acres of grazing land to any one Indian, such allotment to be made and patent therefor issued in accordance with the provisions of the Act of February eighth, eighteen hundred and eighty seven," be, and the same is hereby, repealed, and sections one and four of the Act of February twenty-eighth, eighteen hundred and ninety-one (Twenty-sixth Statutes, page seven hundred ninety-four), be, and the same are hereby, amended to read as follows:

"SEC. 1. That in all cases where any tribe or band of Indians has been or shall hereafter be located upon any reservation created for their use by treaty stipulation, Act of Congress, or executive order, the President shall be authorized to cause the same or any part thereof

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to be surveyed or resurveyed whenever in his opinion such reservation or any part thereof may be advantageously utilized for agricultural or grazing purposes by such Indians, and to cause allotment to each Indian located thereon to be made in such areas as in his opinion may be for their best interest not to exceed eighty acres of agricultural or one hundred and sixty acres of grazing land to any one Indian. And whenever it shall appear to the President that lands on any Indian reservation subject to allotment by authority of law have been or may be brought within any irrigation project, he may cause allotments of such lands to be made to the Indians entitled thereto in such areas as may be for their best interest not to exceed, however, forty acres to any one Indian, and such irrigable land shall be held to be equal in quantity to twice the number of acres of nonirrigable agricultural land and four times the number of acres of nonirrigable grazing land: *Provided*, That the remaining area to any Indian may be entitled under existing law after he shall have received his proportion of irrigable land on the basis of equalization herein established may be allotted to him from nonirrigable agricultural or grazing lands: *Provided further*, That where a treaty or Act of Congress setting apart such reservation provides for allotments in severalty in quantity greater or less than that herein authorized, the President shall cause allotments on such reservations to be made in quantity as specified in such treaty or Act subject, however, to the basis of equalization between irrigable and nonirrigable lands established herein, but in such cases allotments may be made in quantity as specified in this Act, with the consent of the Indians expressed in such manner as the President in his discretion may require."

"SEC. 4. That where any Indian entitled to allotment under existing laws shall make settlement upon any surveyed or unsurveyed lands of the United States not otherwise appropriated, he or she shall be entitled, upon application to the local land office for the district in which the lands are located, to have the same allotted to him or her and to his or her children in manner as provided by law for allotments to Indians residing upon reservations, and such allotments to Indians on the public domain as, herein provided shall be made in such areas as the President may deem proper, not to exceed, however, forty acres of irrigable land or fifty acres of nonirrigable agricultural land or one hundred sixty acres of nonirrigable grazing land to any one Indian; and when such settlement is made upon unsurveyed lands the grant to such Indians shall be adjusted upon the survey of the lands so as to conform thereto, and patent shall be issued to them for such lands in the manner and with the restrictions provided in the Act of which this is amendatory. And the fees to which the officers of such local land office would have been entitled had such lands been entered under the general laws for the disposition of the public lands shall be paid to them from any moneys in the Treasury of the United States not otherwise appropriated, upon a statement of an account in their behalf for such fees by the Commissioner of the General Land Office, and a certification of such

account to the Secretary of the Treasury by the Secretary of the Interior."

SEC. 18. That the last clause of the fifth paragraph of section twenty-seven of the Indian appropriation Act of April fourth, nineteen hundred and ten, be, and it is hereby, amended so as to read as follows: "and the money so paid shall be subject to the provisions of the Act entitled 'An Act to ratify and amend an agreement with the Indians residing on the Shoshone or Wind River Indian Reservation in the State of Wyoming, and to make appropriations for carrying the same into effect,' approved March third, nineteen hundred and five."

SEC. 19. That sections four hundred and sixty-eight, four hundred and sixty-nine, and two thousand and ninety-one of the Revised Statutes of the United States be, and they are hereby, repealed.

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SEC. 20. That the following sections in the following Acts making appropriations for the current and contingent expenses of the Indian service, to wit: Section eight of the Act of March third, eighteen hundred and seventy-five; section eight of the Act of March second, eighteen hundred and ninety-five; section eight of the Act of March third, nineteen hundred and one; and section six of the Act of May twenty-seventh, nineteen hundred and two, be, and they are hereby, repealed.

SEC. 21. That the Secretary of the Interior is hereby authorized to expend for their benefit or pay to the Indians of the Sisseton and Wahpeton tribe, per capita in cash, the balance of the funds in the Treasury arising from the proceeds of sale of Sioux Indian lands in Minnesota and Dakota, the use of which is controlled by section four of the Act of March third, eighteen hundred and sixty-three, said sum being ten thousand and fifty-five dollars and forty-nine cents.

SEC. 22. That section six of the Indian appropriation Act of July first, eighteen hundred and ninety-eight, be, and it is hereby, amended so as to read as follows:

"SEC. 6. That whenever there is on hand at any of the Indian reservations government property not required for the use and benefit of the Indians on such reservations, the Secretary of the Interior is authorized to cause any such property to be transferred to any other Indian reservation where it may be used advantageously, or to cause it to be sold and the proceeds thereof deposited and covered into the Treasury in conformity with section thirty-six hundred and eighteen of the Revised Statutes of the United States."

SEC. 23. That hereafter the purchase of Indian supplies shall be made in conformity with the requirements of section thirty-seven r hundred and nine of the Revised Statutes of the United States:

Provided, That so far as may be practicable Indian labor shall be employed, and purchases of the products of Indian industry may be made in open market in the discretion of the Secretary of the Interior. All Acts and parts of Acts in conflict with the provisions of this section are hereby repealed.

SEC. 24. That the Act entitled "An Act to allow the Minneapolis, Red Lake and Manitoba Railway Company to acquire certain lands in the Red Lake Indian Reservation, Minnesota," approved February eighth, nineteen hundred and five, be, and the same is hereby amended by adding at the end thereof a section reading as follows:

"SEC. 7. After said company shall have filed maps of definite location and the same shall have been approved by the Secretary of the Interior, as provided in section three, and compensation shall have been made to the tribes of Indians and occupants, as provided in section two, the Secretary of the Interior shall cause a patent for the land selected and taken to be issued to said company, the same to be in proper form to show the title vested in the company to the land selected by the terms of the grant in this Act contained."

SEC. 25. That section twenty-four of the Act of May twenty-ninth, nineteen

by the Secretary of the Interior, which shall not be less than the minimum price provided by existing law, such payment to be in addition to the price required by law to be paid for the land, the amount of timber to be determined in accordance with existing government estimates, or to be reestimated, if deemed advisable by the Secretary of the Interior, in such manner as he may prescribe and by such agents as he may designate under the authority of the said Act of June twenty-seventh, nineteen hundred and two: *Provided, however,* That nothing herein shall be held to authorize the opening to settlement or entry of any land included in the National Forest created by the Act approved May

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twenty-third, nineteen hundred and eight, entitled "An Act amending the Act of January fourteenth, eighteen hundred and eighty-nine, and Acts amendatory thereof, and for other purposes."

SEC. 28. That the Secretary of the Interior be, and he hereby is, authorized and directed to withdraw from entry and settlement the northeast quarter and the northeast quarter of the northwest quarter and lots numbered one and two, in section sixteen, township one hundred and forty-seven north, range twenty-six west, in the State of Minnesota, and to reserve said land as a permanent village site for the Winnibigoshish band of Chippewa Indians of Minnesota.

SEC. 29. That the Secretary of the Interior be, and he is hereby, authorized to classify and appraise under such rules and regulations he may prescribe, a of the vacant, unallotted, and unreserved lands of the Flathead Indian Reservation, in the State of Montana, which have not been classified and appraised as provided for by the Act of Congress, approved April twenty-third, nineteen hundred and four, entitled "An Act for the survey and allotment of lands now embraced within the limits of the Flathead Reservation, in the State of Montana, and the sale and disposal of all surplus lands after allotment," and the classification and appraisement made hereunder shall be of the same effect as provided for in said Act, and the said Secretary is hereby authorized to dispose of all lands classified as "barren," "burned over," and "containing small timber," under such rules and regulations as he may prescribe, at not less than their appraised value.

SEC. 30. That section two of the Act of March twenty-second nineteen hundred and six, authorizing allotments on the Colville Indian Reservation, be, and the same hereby is, amended so as to authorize allotments to be made to Indians on the diminished Colville Reservation, in the State of Washington, entitled to allotments under the existing laws in conformity with the general allotment laws as amended by section seventeen of this Act.

SEC. 31. That the Secretary of the Interior is hereby authorized, in his discretion, to make allotments within the national forests in conformity with the general allotment laws as amended by section [blank] of this Act, to any Indian occupying, living on or having improvements on land included within any such national forest who is not entitled to an allotment on any existing Indian reservation, or for whose tribe no reservation has been provided, or whose reservation was not sufficient to afford an allotment to each member thereof. All applications for allotments under the provisions of this section shall be submitted to the Secretary of Agriculture, who shall determine whether the lands applied for are more valuable for agricultural or grazing purposes than for the timber found thereon; and if it be found that the lands applied for are more valuable for agricultural or grazing purposes, then the Secretary of the Interior shall cause allotment to be made as herein provided.

SEC. 32. Where deeds to tribal lands in the Five Civilized Tribes have been or may be issued, in pursuance of any tribal agreement or Act of Congress to a person who had died, or who hereafter dies before the approval of such deed, the title to the land designated therein shall inure to and become vested in the heirs,

devisees, or assigns of the deceased grantee as if the deed had issued to the deceased grantee during life.

SEC. 33. That the provisions of this Act shall not apply to the Osage Indians, nor to the Five Civilized Tribes, in Oklahoma, except as provided in section thirty-two.

Approved, June 25, 1910.

Cindy

02/18/2003

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: April 21, 2003

Water right number: 29-11740

EAST SIDE DITCH CO
2299 S MARSH CREEK RD
MC CAMMON ID 83250
Telephone Number: (208) 254-3939

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

priority date

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

June 14, 1867

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

Found prior documents

RECEIVED
APR 21 2003
Department of Water Resources
Eastern Region

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

DATE: _____ SIGNATURE: _____

Please print your name: _____

IDWR Regional Office, 900 N Skyline Dr Ste A, Idaho Falls, ID 83402, 2085257161

see changes above

Rhonda Anthony
secretary
Eastside Ditch
4-16-03

Carlsen, Ernie

From: Carlsen, Ernie
Sent: Wednesday, March 26, 2003 4:40 PM
To: 'rhonda.anthony@ashgrove.com'
Cc: Bird, Cindy
Subject: amended claim 29-11740

Rhonda, per a request from you through Cindy Bird, I have prepared an Amended Notice of Claim with a new priority of June 14, 1867. Once it has been signed before a notary, please return the claim to this office at:

Department of Water Resources
c/o Ernie Carlsen
900 N Skyline Dr
Idaho Falls, ID 83402

If you have questions feel free to contact me at 525-7161

Ernie Carlsen



AMENDED CLAIM
29-11740.doc

29-11740

- Need evidence of priority
- Need a copy of the articles for the Ditch Company.
- Verify pod.
- Verify pou in section 10. AS SW NOT SE
- * POD of diversion shown to me today by Rhonda Anthony.
IS the same POD shown to me by Jodeana Dunn.
The claimed POI under GPS'd. 7/30/02.
- Rhonda Anthony, Secretary of the Canal Company.
Verified the boundaries are correct on the imagery.
cell phone 251-4727

Priority Date Data Entry Form

Claim Number: A29-11740
Water Right Priority Date: 06-01-1935 Water Right Basis: Irrigation
Claimed Priority Date: _____ Claimed Basis: Beneficial Use
Recommended Priority Date: 4/1/1976 Recommended Basis: BU

____ Use Claimed Priority Date and Basis as Recommended Priority Date and Basis

Document the evidence submitted/reviewed for the priority date claimed, include your analysis of the evidence:

Evidence required - requested evidence
7/31/02 during field exam.

Indeana Dunn found some information on the priority
date for some of the land in section 15. The documents
however doesn't cover the land in Sec. 10 or the
NWNE section 15. (See file 29-10014)
June 30, 1934 priority for some land.

used:

4/1/1976 priority date, the 1976 Orthograd.
McCammon, Idaho. BB41 was used as
evidence of priority.

Reviewer: CB

Date: 8/1/02

Point of Diversion and Source Data Entry Form

Claim Number: A29-11740Water Right Point of Diversion: T 8, R 36, Sec. 15, County: BannockSource: Marsh Creek Tributary: Portneuf RiverClaimed Point of Diversion: T 8S, R 36E, Sec. 15, NW, SE, County: BannockSource: Marsh Creek Tributary: Portneuf River

Recommended Point of Diversion: T _____, R _____, Sec. _____, County: _____

Source: _____ Tributary: _____

☒ Use Claimed POD and Source as Recommended POD and Source

Twp	Rge	Sec	Gov Lot	QQQ of QQ of Q	County	Source
<u>8S</u>	<u>36E</u>	<u>15</u>		<u>NWSE</u>	<u>Bannock</u>	<u>Marsh Crk</u>
GPS Coordinates: <u>42.7238009</u> <u>-112.2295067</u>						
GPS Coordinates: _____						
GPS Coordinates: _____						
GPS Coordinates: _____						
GPS Coordinates: _____						
GPS Coordinates: _____						
GPS Coordinates: _____						

Other rights from this POD? Jodeana Dunn

Document how the POD and Source were verified and/or Pump and Motor data:

Field verified
1987/88 NAPP photography.

Transfers Changing POD _____

Reviewer: CBDate: 8/1/02

Place Of Use Data Entry Form

Claim Number: A29-11740☐ Use Claimed POU as Recommended POU

Claimed Place of Use

Twp	Rge	Sec	QQ	Q	County	Lot Num	Acres	Purpose of Use

Total Acres _____

Recommended Place of Use

Twp	Rge	Sec	QQ	Q	County	Lot Num	Acres	Purpose of Use

Total Acres 61

see claimed stage. (pull in boundaries just a little away from the lava rocks.)

Document how the POU was verified:

- 1987/88 NAPP Photography
- field exam 7/31/02 accompanied by Rhonda Anthony, Secretary of the ditch Company.
- Q's in sec 10 ~~are~~ should be SW NOT SE

Transfers Changing POU _____

Reviewer: CBDate: 8/1/02

Purpose of Use Data Entry Form

04/03/2002

Claim Number: A29-11740 Use Claimed Purpose of Use as Recommended Purpose of Use

Water Right Purpose of Use

Water Use	Number of Homes	Number of Stock	Acre Limit	Number of Other

Claimed Purpose of Use

Water Use	Number of Homes	Number of Stock	Acre Limit	Number of Other

Recommended Purpose of Use

Water Use	Number of Homes	Number of Stock	Acre Limit	Number of Other
<u>Irrigation</u>			<u>61</u>	

Document how the Purpose of Use was verified:

- 1987/88 NApp Photography of field exam

Transfers Changing Purpose of Use _____

Reviewer: CBDate: 8/1/02

04/03/2002

Period of Use and Quantity Data Entry Form

Claim Number: A29-11740☐ Use Claimed Period of Use and Quantity as Recommended Period of Use and Quantity

Water Right Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume

Overall Diversion Rate _____

Overall Diversion Volume _____

Claimed Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume

Overall Diversion Rate _____

Overall Diversion Volume _____

Recommended Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume
<u>Irrigation</u>			<u>1.22</u>	

Overall Diversion Rate 1.22

Overall Diversion Volume _____

Document how the Period of Use and/or Diversion Rate were verified:

emailed Candice and Ernie to ask them about
the extended season, administrative
season is 4/1 - 10/31, (7/31/02 email).

Reviewer: CB

Date: _____

Contacts Data Entry Form

Owner Type _____ Full Name _____ Address _____ City _____ State _____ Zip _____ Phone _____
Current Owner East Side Ditch Co.
Name connector: and _____, or _____, and/or _____
Current Owner 2299 S. Marsh Creek Rd
Current Owner Mc Cammon, ID 83250.

Representing Attorney: _____ Phone Number: _____

Accompanied By: Rhonda Anthony Phone Number: 775-3351 Office
Ash Grove Cement

Relationship to Claimant: Secretary

Date of Field Exam: 7/31/02 Time: 11 AM

Directions to Property (If different from above) and/or update owner information:

Red barn on left past the pick's
home.

Reviewer: CB

Date: _____



IDAHO DEPARTMENT OF WATER RESOURCES

SNAKE RIVER BASIN ADJUDICATION - BASIN 29



RIGHT ID
POD ID
Quad
Claim Type
Easting
Northing
GPSID

Diversion Description

HEADGATE AND DITCH AND LATERALS. 36" culvert, inlet controlled, to ditch company. Tag applied to steel headwall on box culvert over river.

Assumptions

Velocity is limited to less than scour velocity (2 fps).

Invoice #

Phase-0 (No Attention)
Phase-I (Ready to Go to Field)
Phase-II (Site Visit - Data Missin
Phase-III (Complete w/issues)
Phase-IV (Total Complete)

Linked
Photos

POD ID 206916 01.JPG

POD ID 206916 03.JPG

POD ID 206916 02.JPG

EPE (ft)

17

Date (M/D/Y)

10/9/01

Time

12.35

Flow Rate (CFS)

14.13

Open Channel Flow

☒ Complete one box from both Area and Calculation sections

Cross Sectional Area

☒ Circular Channel

- ☐ Less than half full
☐ Half full
☐ More than half full
☒ Full

Diameter

Depth

☐ Rectangular Channel

Width

Depth

Flow Calculation

☒ Continuity

Velocity

☐ Orifice

(Use only for head over a pipe flowing full with free discharge)

Depth of Water above orifice centerline

☐ Weir

(Use only for water flowing freely over weir)

Height of water above nappe

Width of weir

☐ Manning

(If used, include photo of representative channel section)

Channel Slope

Channel Description

Concrete lined .016
Smooth earth .025
Earth .033
Rough bed, weeds on sides .04
Smooth natural stream .033
Rough natural stream .1

Pumped System ☐

HP

Pressure Head (psi)

Elevation Head (ft)

Motor Mfg

Motor Serial #

Pump Type

Pump Mfg

Pump Serial#

New Contact Information ☐

New Contact Comments

This Form and the associated query are the exclusive intellectual property of Intrepid Engineering Services, and may not be copied, modified, or distributed without the express written consent of Intrepid Engineering Servc, Inc.

UNSCANNED
JUN 04 2001

Log for claim A29-11740

Spatial Dynamics LTD

7/17/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
08s36e	10	NESW	3	1.5	Wrong tract in database?
08s36e	10	SESW	17	17	Wrong tract in database?
08s36e	15	NWNE	7	9.5	
08s36e	15	SWNE	20	22	
08s36e	15	NENW	8	8.3	
08s36e	15	SENE	2	2.9	
08s36e	15	NWSE	2	3.5	
Totals:			59	64.7	



STATE OF IDAHO
OFFICE OF THE ATTORNEY GENERAL
ALAN G. LANCE

November 13, 2002

East Side Ditch Co.
Attention: Rhonda Anthony
2299 S. Marsh Creek Rd.
McCammon, ID 83250

Re: SRBA Claim 29-10740

Dear Claimant(s):

I am the Deputy Attorney General assigned to represent the Idaho Department of Water Resources in Basin 29 in the Snake River Basin Adjudication.

The Department of Water Resources has previously contacted you regarding information for the above SRBA claim. In order to make a positive recommendation of this water right, each element of the water right must be proven. The Department plans to issue its Preliminary Recommendations on this water right in January, 2003.

If the Department does not receive evidence for this claim, the Department will have no options but to recommend to the SRBA Court that your water right be disallowed, meaning that the water right will not be valid.

Please contact Cindy Bird at the Soda Springs Office for the Idaho Department of Water Resources at 208-547-3993 or you can contact me directly at 208-327-5404. **If we do not hear from you by November 27, 2002, then your water right will be recommended as disallowed.**

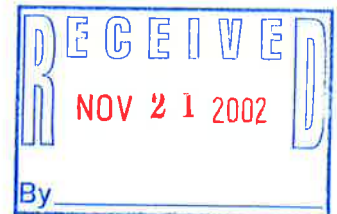
Very truly yours,

A handwritten signature in black ink that reads "Candice McHugh".

CANDICE M. McHUGH
Deputy Attorney General
Idaho Department of Water Resources

CMM/pm

cc: Cindy Bird



Bird, Cindy

From: Bird, Cindy
Sent: Tuesday, November 12, 2002 9:13 AM
To: McHugh, Candice
Cc: Music, Vicky; Carlsen, Ernie
Subject: information request

Candice,
Please request additional information from the East Side Ditch Co. (29-11740) attention: Rhonda Anthony at 2299 S.
Marsh Creek Rd. McCammon, ID 83250.

Thanks,
Cindy

Please fax me a copy of the letters for the files.

9-20-02

To whom it may concern:

My husband, Keith Henrichs, who is now deceased worked for Dr. Newton. He farmed East of Marsh Creek to the lava bed. At this time (1965) it was flood irrigated by the same means that it is now.

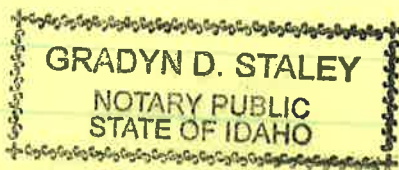
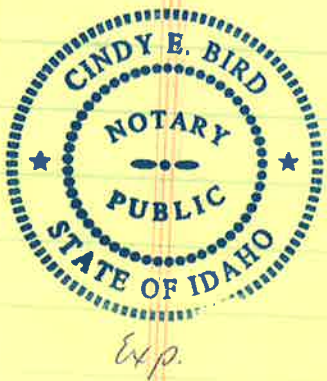
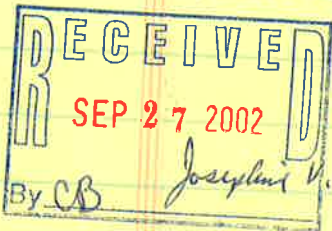
The Eastside Ditch Co. was formed & use the old canal on the east side of Marsh Creek and diversion point.

This canal & diversion are presently used by property owners whose property extends to the east side of Marsh Creek.

Those property owners include Curtis Dunn (Jordeana), & others northward through the Paul Kendall (Shirley) property.

Josephine Henrichs

ON 9-20-02 the above person appeared before me AND signed the above document.



Signed 9/27/02
Cindy E Bird
May 1, 2007

Grady D Staley
Notary Public

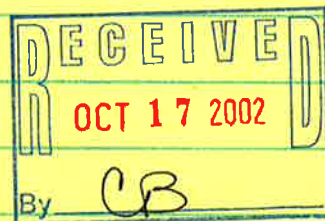
My commission expires
10-17-07

Aug. 13 - 02

In the late 1950's & early 60's
my Father Frank Whitworth &
my brother Marvin had the
Newton Ranch on Hobbs Cr. & Marsh Cr.
Rented they raised hay & grain
on this place to water this place
they used water out of Hobbs Cr. &
Marsh Cr. to put the water out
of Marsh Cr. we had a dam out of
rock and plank - this would make
the water go out on the meadows.

They would do this 2 or 3 times
a month in the summer.

Albert Whitworth
Po. Box 51
Inbon Ida.



To whom it may concern:

My husband, Keith Henricks, who is now deceased worked for Dr. Newton. He farmed East of Marsh Creek to the lava bed. At this time (1965) it was flood irrigated by the same means that it is now.

The Eastside Ditch Co. was formed & use the old Canal on the east side of Marsh Creek & diversion point.

This canal & diversion are presently used by property owners whose property extends to the east side of Marsh Creek.

These property owners include Custer Dunn (Soleman) & others Northward through the Paul Kendall (Shuley) property.

Oct 16 - 02

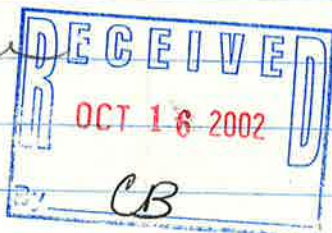
Josephine V Henricks

State of Idaho
County of Bannock

On this 16, 2002, before me Dianna Sterner, notary public, personally appeared Josephine V Henricks, personally known to me to be the person is subscribed to the within instrument, and acknowledged to me that she executed the same.

Dianna Sterner
Notary Public

Oct. 27, 2003
My commission expires on



468806

THIS INDENTURE, made this 31st day of March in the year of our Lord, One Thousand Nine Hundred and seventy, between
 A. M. NEWTON, a widower
 of Pocatello, County of Bannock, State of Idaho
 the part y of the first part, and GENERAL SALES, INC., an Idaho corporation

of Pocatello, County of Bannock, State of Idaho
 the part y of the second part:

WITNESSETH: That the said part y of the first part, for and in consideration of the sum of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION - - - - DOLLARS, - lawful money of the United States of America, to him in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged do by these presents, Grant, Bargain, Sell and Convey and Confirm unto said part y of the second part, and to its successors and assigns forever: All that certain lot, piece or parcel of land situate, lying and being in the County of Bannock, State of Idaho, bounded and more particularly described as follows, to-wit:

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

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the said part y of the second part, and to its successors and assigns forever and the said part y of the first part, and his heirs warrant the said premises in the quiet and peaceable possession of the said part y of the second part, its successors and assigns against the said part y of the first part, and his heirs and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

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

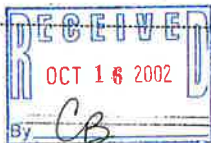
Signed, Sealed and Delivered in the Presence of

A. M. Newton [SEAL]
 A. M. NEWTON

[SEAL]

[SEAL]

[SEAL]



3

3-2

468806

All of the following real estate located in Township 8 South,
Range 36 E.B.M.:

SW $\frac{1}{4}$ SE $\frac{1}{4}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sect. 15;
W $\frac{1}{2}$ Sec. 15; NE $\frac{1}{4}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$, all in Sect. 22;
and Tract in N $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$, in Sec. 22, described as follows:

Beginning at the west end of the South 1/16
line of Section 22, Township 8 South, Range 36
E.B.M., thence South 89°33' E. along said South
1/16 line 1088.8 feet, more or less to the Easterly
right of way line of the Marsh Creek Road, which
point is the true point of beginning; thence con-
tinuing S. 89°33' E. 1634.8 more or less to the center
line of Marsh Creek; thence S. 11°22' E. 92 ft.; thence S.
29°05' W. 33 ft.; thence S. 67°05' W. 30 ft.; thence N.
78°35' W. 79 feet; thence S. 21°57' W. 235 ft.; thence
S. 11°32' W. 330 ft. more or less to a line 660 ft. South
of and parallel to the South 1/16 line; thence N. 89°33'
W. 215 ft.; thence N. 61°08' W. 64 ft.; thence S. 82°22'
W. 177 ft.; thence N. 68°20' W. 374 ft.; thence S. 73°46' W.
99 ft.; thence S. 27°54' W. 127 ft.; more or less to a line
660 ft. South of and parallel to the South 1/16 line; thence
N. 89°33' W. 639.4 ft.; more or less to the Easterly right
of way line of the Marsh Creek Road; thence along said right
of way line N. 21°26' E. 331.5 ft.; thence N. 18°00' E.
84.5 ft.; thence N. 13°00' E. 278 ft. more or less to the
true point of beginning, same containing 23.1 acres, more
or less.....

ALSO:

E $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, Section 16, Township 8 South, Range 36
E.B.M. containing 160.0 acres more or less.....

STATE OF IDAHO,
COUNTY OF BANNOCK

3-3
} ss:

468806

On this 31st day of March, in the year 19 70, before me
the undersigned, a Notary Public in and for said County and
State, personally appeared A. M. NEWTON, a widower

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

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

South S. Pincus
Notary Public

(SEAL)

NOTARY SEAL

Residence Pocatello, Idaho

NO. 468806
RECORDED AT REQUEST OF:

Am. Land Title Co.

APR 1 11 5 AM '70

OFFICIAL RECORDS NO. 233
EMMETTE SPRAKER, RECORDER
FEE \$3.00 DEPUTY mc

468806
WARRANTY DEED

TO

Dated 19

STATE OF IDAHO,

COUNTY OF

ss:

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

at minutes past
o'clock M, this day of
A. D. 19
at my office and duly recorded in Book
of Deeds at page

By Ex-Officio Recorder

Fee, \$ Deputy

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

WITNESSES HEREOF, I have hereunto set my hand and affixed my official seal of office and year first above written.

Paul W. Nash

Roland M. Farmer

(Seal)

Bertie Farmer

(Seal)

County of Blaine,
State of Idaho.

On this 15th day of February in the year 1927, before me Paul W. Nash, a Notary Public in and for this State, personally appeared ROLAND M. FARMER known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal of office and year first above written.

(Seal)

Paul W. Nash
Notary Public, Residing at McCammon, Idaho.

I HEREBY CERTIFY that the instrument was filed for record at request of Paul W. Nash at 10 o'clock A.M. this 15th day of Feb. A. D. 1927 in my office and recorded in Book 56 of Deeds at page 470.

Pee \$1.00

INSTRUMENT NO. 138829

Release.

Subst.

Subst. 10. 1.2.

20.

4-1057.

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a schedule of allotments approved by the Secretary of the Interior has been deposited in the General Land Office, whereby it appears that Terrence, an Indian of the Fort Hall Reservation, has been allotted the following-described land:

The west half of the Northwest quarter of Section fifteen in Township eight south of Range thirty-six east of the Boise Meridian, Idaho, containing eight acres.

According to the Official Plat of the Survey of the said land, returned to the General Land Office by the Surveyor General:

MONITOR THAT THE UNITED STATES OF AMERICA, in consideration of the services rendered in accordance with the provisions of the Act of Congress of February 1889 (25 Stat., 485), has given and granted, and by these presents does give and grant unto the said Terrence and to his heirs, the lands above described; and unto the said Terrence, his heirs and assigns all the rights, privileges, immunities, and advantages, whatsoever, thereunto belonging, unto the said Terrence and to his heirs and assigns with the provision that the title hereby acquired shall not be subject to taxation upon inheritance, either by voluntary conveyance or the transfer of the land, or by gift, or under any court, or subject to taxation of any kind, and shall be and remain inviolable and not subject to taxation for the period of five years, and until such time thereafter as the President may see fit to revoke the restriction; and there is reserved unto the lands hereby granted, a right of way for the construction of a canal constructed by the authority of the United States.

This patent is issued in lieu of one dated May 1, 1924.

IN WITNESS WHEREOF, I, Woodrow Wilson, President of the United States of America, have caused these letters to be signed with the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand and the City of Washington, the 15th day of February, 1927.

By the President: Woodrow Wilson

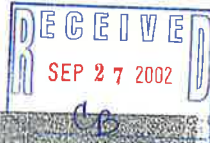
By the Secretary: E. C. C. C. C.

By the Recorder of the General Land Office: L. C. C. C.

(Seal)

RECORDED IN BOOK 56 OF DEEDS PAGE 470

FILED IN BOOK 56 OF DEEDS PAGE 470 RECORDED IN BOOK 56 OF DEEDS PAGE 470



To the North of Ours.

E~NW
That half (1/2) of the north west quarter (NW 1/4) of section fifteen (15), township eight (8) south, range thirty-six (36) east of the Boise Meridian, Idaho.

"And there is reserved from the lands hereby granted, a right of way for ditches and canals constructed by the authority of the United States."

11.00 I.R.C. attached and cancelled.

Together with all the improvements thereon and the appurtenances thereunto belonging. And the said parties of the first part, for them and their heirs, executors, and administrators, do hereby covenant, promise, and agree so and with the said party of the second part, her heirs and assigns, that they will forever warrant and defend the said premises against the claim of all persons, claiming or to claim by, through, or under her only.

To have and to hold said described premises unto the said party of the second part, their heirs, executors, administrators, and assigns, forever.

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

Witnesses:

Robert R. Burns
John Vosatka

Slim Kenhi his finger mark (SEAL)
print
Elia Kenic her finger mark (SEAL)
print

State of Idaho)
County of Blaine) ss:

BE IT REMEMBERED, that on this 26th day of March, A. D. 1922 before the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Slim Kenhi and Elia Kenic, to me personally known to be the identical persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Robert R. Burns
Notary Public

(SEAL)
My commission expires April 1, 1925.

OFFICE OF INDIAN AFFAIRS
RECEIVED
APR 24 1922
33331

Department of the Interior,
OFFICE OF INDIAN AFFAIRS,
APR 2, 1922

The within deed is respectfully submitted to the Secretary of the Interior, with the recommendation that it be approved.

C. F. Hewitt
Chief Clerk.

Department of the Interior,
APR 4 1922

The within deed is hereby approved.

John M. Edwards
Assistant Secretary.

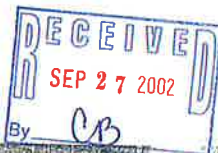
Office of Indian Affairs,
LAND DIVISION,
Apr 6, 1922

Recorded in Deed Book, Inherited Indian Lands, Vol. 48, page 110

This instrument was filed for record on the 31 day of Aug., 1924 at 3-10 o'clock P.M. and duly recorded in Book 56 Deeds, on page 474 at the request of POCAHONTA TITLES TRUST CO.
Lillian Stromberg, Recorder.

See p. 10

By A. Smith, Deputy.



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 Fifth day of May in the year of our Lord one thousand nine hundred and SIXTEEN and of the Independence of the United States the one hundred and Fortieth.

(Seal)
RECORDED: Patent Number 827720
Entered on Tract Book MMS

By the President: Woodrow Wilson
By M. P. Lehey, Secretary.
L. G. C. Lamar
Recorder of the General
Land Office.

RECORDED Feb. 3. 1930 3 32 P M in Book 62 of Deeds, page 591, Records of Benneek County, State of Idaho, at request of B T A Co.

William Sponberg, Recorder

Fee \$1.00

INSTRUMENT NO. 149107

5-183a
DEED NONCOMPETENT INDIAN LANDS

Office of Indian Affairs
Received Mar. 13, 1926
13020

THIS INSTRUMENT, Made and entered into this 25th day of January one thousand nine hundred and Twenty-Six by and between Ingwebo Chapit, of Port Hall, Idaho, noncompetent Indian, Party of the first part, and L. M. Cardon of McCammon, Idaho, party of the second part:

WITNESSETH, That said party of the first part, for and in consideration of the sum of One Thousand Two Hundred Fifty five Dollars, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto said party of the second part the following-described real estate and premises situated in Benneek County, State of Idaho, to wit:

SW/4 SE/4 & NW/4 SE/4 Sec 15 Tp. 8 S. R. 36, BEM, Idaho (60) acres.

"And there is reserved from the lands hereby granted a right of way for ditches and canals constructed by the authority of the United States."

together with all the improvements thereon and appurtenances thereto belonging. And the said party of the first part, for herself and her heirs, executors, and administrators, does hereby covenant, promise, and agree to and with the said party of the second part, his heirs and assigns, that they will forever warrant and defend the said premises against the claim of all persons, claiming or to claim by, through, or under them only.

To have and to hold said described premises unto the said party of the second part, his heirs executors, administrators and assigns, forever.

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

WITNESSES:
William Gauthier
Frank Kysolka

Ingwebo Chapit (Seal) 1/25/26
(finger print)

STATE OF IDAHO

COUNTY OF BENNECK

ss.

BE IT REMEMBERED, That on this 25 day of January, A. D. 1926, before me undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Ingwebo Chapit to me personally known to be the identical person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notary Seal on the day and year last above written.
(Seal)
My commission expires 5/15/29.

Robert M. Allen
Notary Public

DEPARTMENT OF INTERIOR,
Office of Indian Affairs,
Apr. 12, 1926

Hauts
Marshall

The within deed is respectfully submitted to the Secretary of the Interior, for the recommendation that it be approved.

Chas. E. Runyon
Commissioner

DEPARTMENT OF THE INTERIOR,
Apr. 13, 1926

The within deed is hereby approved.

John H. Edwards
Assistant Secretary

C.J.G.
OFFICE OF INDIAN AFFAIRS, Land Division
Mar. 7, 1928

Recorded in Deed Book, Non competent Indian Lands, Vol. 54, Page 150.

RECEIVED

RECORDED on the 3 day of Feb. 1930 at 4 30 o'clock P. M., and duly recorded in Book 52 of Deeds, on page 592, at request of B T A Co.

William Spengberg, Recorder

Fee \$1.00

By Gretta Wright, De

INSTRUMENT NO. 149129

QUIT CLAIM DEED

THIS INSTRUMENT, made the 5th day of August, in the year of our Lord One Thousand Nine Hundred and 29 between Idaho Finance & Development Corporation of Pocatello, County of Bannock and State of Idaho the party of the first part, and S. H. Lyon and his wife of Pocatello, of the County of Bannock and State of Idaho, the parties of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One and No/100 DOLLARS, lawful money of the United States of America, and other good and valuable considerations, to it in hand paid by the said parties of the second part, the receipt of which is hereby acknowledged, does by these presents demise, release and forever guarantee unto the said parties of the second part, and to their heirs and assigns, all those certain parts of lots situated in Bannock County, of the State of Idaho, particularly described as follows, to-wit:

Commencing at Easterly corner of lot one, Block 319, in the City of Pocatello, and running thence in a westerly direction along the line between Halliday Street and said lot 1, 45 feet to the point of beginning; thence westerly along said line between Halliday St. and said lot one, a distance of 45 feet; thence at right angles in a southerly direction across lots one, two and three of said block, a distance of ninety feet to line dividing lots three and four of said block; thence at right angles in a northerly direction along said dividing line between said lots three and four forty-six feet; thence at right angles in a northerly direction 90 feet across lots three and four of said block, to the point of beginning, the same being a rectangular piece of ground having a frontage of 45 feet on Halliday Street, and is the same as shown on the Official Plat of the Survey of said lands returned to the General Land Office by the Surveyor General.

Together with all and singular, the tenements, hereditaments and appurtenances thereto 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 said premises, together with the appurtenances unto said parties of the second part, and to their heirs and assigns forever.

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

Signed, seal and Delivered in the Presence of

(Corporate Seal)

Idaho Finance & Development Corp.

By A. Laker Cook (Seal)

Attested L. J. Cook (Seal)
Sec.

STATE OF IDAHO,)
County of Bannock) ss.

On this 5th day of August in the year 1929, before me, Sam F. Smith, a Notary Public in and for the State of Idaho personally appeared A. Laker Cook and L. J. Cook known to me to be Vice-pres. and Secy. of Idaho Finance & Development Corp., and who acknowledged to me that said corporation executed the within instrument, as per general authority of record in Bannock County, Idaho.

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

(Seal)

Sam F. Smith
Notary Public
Residing at Pocatello, Idaho.

Filed for record at the request of S. H. Lyon Feb 4, 1930, at 11 o'clock PM., in Record of Deeds, page 592.

William Spengberg, Recorder

Fee \$1.00

Anna M. C. Wright

RECEIVED
SEP 2 1902

15 West Center Street
Soda Springs, Idaho 83276
(208) 547-3993
(208) 547-3939 fax

Idaho Department of Water Resources

Fax

To: Rhonda From: Cindy Bird
Fax: 775-3509 Pages: 2
Phone: _____ Date: Oct 8, 2002
Re: Map of Claimed Boundary CC: _____
☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

● Comments: _____



State of Idaho

DEPARTMENT OF WATER RESOURCES

15 West Center Street, Soda Springs, ID 83276

Phone: (208) 547-3993 Fax: (208) 547-3939 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

October 1, 2002

Rhonda Anthony
East Side Ditch Company
2299 S. Marsh Creek Road
McCammon, ID 83250

REF: Snake River Basin Adjudication Claim
A29-11740

Subject: Evidence of Priority

RESPONSE DATE: October 21, 2002

Dear Rhonda,

Jodeana Dunn found several documents on the evidence of priority for this claim but the information is incomplete and some additional information is required. The claimed place of use in the east half on the southwest of section 10 and the land is the northwest of the northeast of section 15 still needs evidence to support the priority date.

Jodeana found evidence of priority for the following property with the following priority dates. The land claimed in the SWNE and NWSE of section 15, January 25th, 1916. The land claimed in the E1/2NW of section 15, May 5, 1916 and the land claimed in the N1/2SW of section 15 a June 30th, 1934 priority date. If the claim is kept together as one place of use the more junior priority date (June 30, 1934) will be recommended to the Snake River Basin Adjudication court. The other option would be to break the claim apart and file separate claims with separate priority dates. Your response must be received by the office by the above listed response date. If you have any questions, please feel free to contact me at 547-3993.

Respectfully,

Cindy E. Bird
Adjudication Bureau

775-3509 fax

9/27/02. Jan. 25, 1926. priority date for part of the
POU. SWNE, NWSE.

May 5, ~~Jan 25, 1916~~

~~March 25, 1922~~ Evidence of priority.
POU. E $\frac{1}{2}$ NW¹ Sec. 15.

6/30/1934 N $\frac{1}{2}$ SW, SWNE, NWSE, E $\frac{1}{2}$ NW Sec. 15, T8S, R36E

No evidence for Sec. 10, T8S, R36E. $\frac{1}{2}$ NWNE of Section 15.
Same Township & range.

9/27/02 Called Rhonda at work, not in.
Called Rhonda at home. left a message.

10/17/02 Rhonda. - ~~remove land in section 10~~
irrigated in 1987

10920

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF
IDAHO, IN AND FOR THE COUNTY OF BANNOCK

UTAH MORTGAGE LOAN CORPORATION,
a corporation,

Plaintiff,

vs.

FRANK TOSTON, a single man; UNITED STATES OF AMERICA
on relation and for the use of ELMER ELLSWORTH and
HUCHO, heirs of TAHMANZONAH PORTNEUF, deceased; UNIT-
ED STATES OF AMERICA on relation and for the use of
ELMER ELLSWORTH and HUCHO, heirs of CHARLEY PORTNEUF,
deceased; ELMER ELLSWORTH and HUCHO; UNITED STATES OF
AMERICA on relation and for the use of ELLA NEPHI
SMART, heir of NANNEATSE STONE, deceased; and ELLA
NEPHI SMART;

Defendants.

DECREE OF FORECLOSURE AND
ORDER OF SALE.

THIS CAUSE came regularly on to be heard this 22nd day of December, 1936. Merrill & Merrill of Pocatello, Idaho, Attorneys at Law, appeared for and on behalf of the plaintiff, and J. A. Carver, United States Attorney for the District of Idaho, and E. H. Casterlin, Assistant United States Attorney for the District of Idaho, of Pocatello, Idaho, appeared for and on behalf of the United States of America on relation and for the use of Elmer Ellsworth and Hucho, heirs of Tahmanzonah Portneuf, deceased, and on relation and for the use of Elmer Ellsworth and Hucho, heirs of Charley Portneuf, deceased; and it further appearing to the Court that the remaining defendants, and each of them, were duly served with Another Summons in said action according to law; that the said remaining defendants, and each of them, failed within the time allowed by law, or at all, to appear and plead to plaintiff's amended complaint on file herein, and the default of said remaining defendants, and each of them, thus failing to appear and plead to plaintiff's amended complaint on file herein within the time allowed by law, or at all, was duly and regularly entered.

Evidence was introduced for and on behalf of the plaintiff in support of plaintiff's amended complaint consisting of plaintiff's Exhibits A and B inclusive, and oral evidence was introduced for and on behalf of the defendants. The Court being fully advised in the premises ordered that Decree according to the prayer of plaintiff's amended complaint be entered, except that attorneys' fees were fixed by the Court at \$125.00.

The Court further ordered that the defendant, United States of America on relation and for the use of Elmer Ellsworth and Hucho, heirs of Tahmanzonah Portneuf, deceased, and on relation and for the use of Elmer Ellsworth and Hucho, heirs of Charley Portneuf, deceased, be and they are forever barred from bringing any further action against the plaintiff, Utah Mortgage Loan Corporation, or its assigns, on account of the foreclosure and sale of the premises described in the complaint on file herein.

introduced for and on behalf of the defendants. The Court being fully advised in the premises, ordered that Decree according to the prayer of plaintiff's amended complaint be entered, except that attorneys' fees were fixed by the Court at \$125.00.

The Court further ordered that the defendant, United States of America on relation and for the use of Elmer Ellsworth and Hucho, heirs of Tahmanzonah Portneuf, deceased, and on relation and for the use of Elmer Ellsworth and Hucho, heirs of Charley Portneuf, deceased, and on relation and for the use of Ella Nephi Smart, heir of Nanneatse Stone, deceased, has judgment liens against the land above described, subject, however, in all respects to the mortgage of the plaintiff above referred to; and

It appearing to the Court that Findings of Fact and Conclusions of Law have been specifically waived in writing, and it further appearing from the evidence in writing to the satisfaction of the Court:

1. That on the 10th day of July, 1936, the plaintiff herein caused to be filed and recorded in the office of the County Recorder of Bannock County, Idaho, a notice of the pendency of this suit, containing the names of the parties thereto, the object thereof, and also a true and correct description of the lands and premises affected thereby.

2. That there is now due and owing to the plaintiff, Utah Mortgage Loan Corporation, a corporation, from the defendants, the principal sum of \$196.00, together with interest thereon at the rate of 7% per annum from June 14, 1934, until paid, reasonable attorneys' fees and costs of this action;

3. That the terms and conditions of both said note and mortgage, and each of them, have been broken by the defendants; that the plaintiff is entitled to have said mortgage enforced and foreclosed and the lands and premises hereinafter described sold in the manner prescribed by law, and the proceeds arising from said sale applied to and upon the payment of the aggregate amount found due the plaintiff.

4. That each and all of the allegations and averments of plaintiff's amended complaint are true and correct;

5. That the defendant, United States of America on relation and for the use of Elmer Ellsworth and Hucho, heirs of Tahmanzonah Portneuf, deceased, has a judgment against the defendant, Frank Toston, in the amount of \$262.91, which said judgment is a lien against the land above described subject, however, to the plaintiff's mortgage herein ordered foreclosed; that the United States of America on relation and for the use of Elmer Ellsworth and Hucho, heirs of Charley Portneuf, deceased, has a judgment against the defendant, Frank Toston, in the amount of \$113.38, which said judgment is a lien against the land above described subject, however, to the plaintiff's mortgage herein ordered foreclosed; that the United States of America on relation and for the use of Ella Nephi Smart, heir of Nanneatse Stone, deceased, has a judgment against the defendant, Frank Toston, in the amount of \$145.00, which said judgment is a lien against the land above described subject, however, to the plaintiff's mortgage herein ordered foreclosed;

NOW, THEREFORE, on motion of Merrill & Merrill, Attorneys for the plaintiff

satisfaction of the Court:

1. That on the 10th day of July, 1936, the plaintiff herein caused to be filed and recorded in the office of the County Recorder of Bannock County, Idaho, a notice of the pendency of this suit, containing the names of the parties thereto, the object thereof, and also a true and correct description of the lands and premises affected thereby.

2. That there is now due and owing to the plaintiff, Utah Mortgage Loan Corporation, a corporation, from the defendants, the principal sum of \$196.00, together with interest thereon at the rate of 7% per annum from June 14, 1934, until paid, reasonable attorneys' fees and costs of this action;

3. That the terms and conditions of both said note and mortgage, and each of them, have been broken by the defendants; that the plaintiff is entitled to have said mortgage enforced and foreclosed and the lands and premises hereinafter described sold in the manner prescribed by law, and the proceeds arising from said sale applied to and upon the payment of the aggregate amount found due the plaintiff.

4. That each and all of the allegations and averments of plaintiff's amended complaint are true and correct;

5. That the defendant, United States of America on relation and for the use of Elmer Ellsworth and Hucho, heirs of Tahmanzonah Portneuf, deceased, has a judgment against the defendant, Frank Toston, in the amount of \$262.91, which said judgment is a lien against the land above described subject, however, to the plaintiff's mortgage herein ordered foreclosed; that the United States of America on relation and for the use of Elmer Ellsworth and Hucho, heirs of Charley Portneuf, deceased, has a judgment against the defendant, Frank Toston, in the amount of \$115.38, which said judgment is a lien against the land above described subject, however, to the plaintiff's mortgage herein ordered foreclosed; that the United States of America on relation and for the use of Ella Nephi Smart, heir of Nanneatse Stone, deceased, has a judgment against the defendant, Frank Toston, in the amount of \$145.00, which said judgment is a lien against the land above described subject, however, to the plaintiff's mortgage herein ordered foreclosed;

NOW, THEREFORE, on motion of Merrill & Merrill, Attorneys for the plaintiff,

IT IS ORDERED, ADJUDGED AND DECREED that Utah Mortgage Loan Corporation, a corporation, do have and recover of and from the defendants, the principal sum of \$196.00, together with interest thereon at the rate of 7% per annum from June 14, 1934, to date hereof, amounting to \$34.61; the sum of \$125.00, adjudged by this Court to be reasonable attorneys' fees, and the sum of \$17.40, costs of this action, all of which said sums aggregate \$373.01.

IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant, United States of relation and for the use of Elmer Ellsworth and Hucho, heirs of Tahmanzonah ceased, has a judgment against the defendant, Frank Toston, in the amount of which said judgment is a lien against the land above described, but is in all respects and inferior to the mortgage lien of the plaintiff herein ordered foreclosed, the defendant having, however, the right to redeem the land herein described from the sale by within the statutory redemption period;

IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant, United States of relation and for the use of Elmer Ellsworth and Hucho, heirs of Charley Portneuf, has a judgment against the defendant, Frank Toston, in the amount of \$113.38, which is a lien against the land above described, but is in all respects subject to and inferior to the mortgage lien of the plaintiff herein ordered foreclosed, the said defendant, however, the right to redeem the land herein described from the sale by the within the statutory redemption period;

IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant, United States of relation and for the use of Ella Nephi Smart, heir of Nanneatse Stone, deceased, has a judgment against the defendant, Frank Toston, in the amount of \$145.00 which said judgment is a lien against the land above described, but is in all respects subject to and inferior to the mortgage lien of the plaintiff herein ordered foreclosed, the said defendant, however, the right to redeem the land herein described from the sale by the Sheriff within the statutory redemption period;

IS FURTHER ORDERED, ADJUDGED AND DECREED that all and singular the mortgaged premises mentioned in said complaint and hereinafter described, or so much thereof, as may be necessary to raise the amount due the plaintiff for moneys due as aforesaid, together with costs and expenses of sale and which may be sold separately without material injury to the parties interested, be sold at public auction by the Sheriff of the County of Bannock, Idaho, in the manner prescribed by law and according to the course and practice of that the sheriff, after the time allowed by law for redemption has expired, execute to the purchaser or purchasers of the mortgaged premises sold at said sale; that the sheriff, out of the proceeds of said sale, retain his fees and disbursements on said sale, and pay to the plaintiff or its attorneys out of said proceeds the aggregate sum of \$573.01, the amount of said judgment, aforesaid, together with interest thereon at the rate of six per cent per annum from the date of this decree, or so much thereof as the said proceeds of said sale will pay of the

that the defendants and all persons claiming or to claim from or under them, or any of them, and all persons having liens subsequent to said mortgage, and their heirs and personal representatives, and all persons claiming to have acquired any estate or interest in said premises subsequent to the filing of the notice of the pendency of this action with the clerk of the court aforesaid, be forever barred and foreclosed of and from all equity of redemption in and to said mortgaged premises and every part and parcel thereof, from and delivery of the sheriff's deed.

atives, and all persons claiming to have acquired any estate or interest subsequent to the filing of the notice of the pendency of this action with the re-aforesaid, be forever barred and foreclosed of and from all equity of redemption of, in and to said mortgaged premises and every part and parcel thereof, from and delivery of the sheriff's deed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the purchaser or purchasers of such premises at such sale be let into possession thereof, and any person who, since the start of this action has come into possession under them, or either of them, deliver the same to such purchaser or purchasers on production of the sheriff's deed for the same, or any part thereof, and that in case said purchaser be refused possession, a writ of assistance issue without further notice, requiring the said sheriff of the County of Idaho to place and maintain the said purchaser in the quiet and peaceable possession of the premises purchased by him, and the whole thereof.

The lands and premises directed to be sold by this decree are situated in Bannock County, Idaho, and particularly described as follows, to wit:

The Southwest quarter of the Northeast quarter; the East Half of the Northwest quarter; the North Half of the Southwest quarter and the Northwest quarter of the southeast quarter of Section 15, Township 8 South of Range 36 East of the Boise Meridian, containing 240 acres;

Together with any and all water, water rights, irrigating ditches, acqueducts, canals, appropriations, franchises, and privileges owned by said parties of the first part or either of them, or belonging to or with, leading to, connected with or usually had and enjoyed in connection with the said premises or any part or parcel thereof and especially including a right to the use of water from Fort Hall Government Irrigation Project sufficient in quantity to properly and permanently irrigate the lands above described, together with all ditch and lateral rights appurtenant thereto, and also including all that right to the waters of Marsh and Walker Creeks and all the right, title and interest of the mortgagor in and to the waters from said creeks;

Together with the tenements, hereditaments and appurtenances and any and all water rights and irrigating ditches thereto belonging or in anywise appertaining;

Subject to a first and prior mortgage in the amount of \$2800.00.

DATED this 22nd day of December, 1936.

Isaac McDougall
District Judge

CLERK & RECORDER
IDAHO

Bird, Cindy

From: Ruberry, Allen
Sent: Thursday, August 01, 2002 3:13 PM
To: Bird, Cindy
Subject: Articles of Organization-DRAFT

Cindy, I tried the rhonda.anthony..... whatever. My Outlook don't like it so I guess you can copy and deliver it to her.

Per your request, the attached is a DRAFT of Articles of Organization for a later ditch association. You may customize it to fit your group as you see fit as long as Idaho Code is followed.

If you should have questions please contact me at 525-7161 (office) or 589-4921 (cell).

Allen B. Ruberry



DRAFT.doc

Verify with Rhonda that water, diverted from Marsh Creek returns to Marsh Ck after the last person on the system irrigates.

*add remark to recommendation limiting irrigated acres to an inch per-acre.

Worksheet Worksheet for Circular Channel

Project Description

Worksheet	Circular Channel
Flow Element	Circular Channel
Method	Manning's Formu
Solve For	Discharge

Input Data

Mannings Coeff	0.045
Slope	.001000 ft/ft
Depth	1.17 ft
Diameter	30 in

Weedy Natural Channel.

Results

Discharge	1.66 cfs
Flow Area	2.2 ft ²
Wetted Perime	3.76 ft
Top Width	2.49 ft
Critical Depth	0.42 ft
Percent Full	46.7 %
Critical Slope	0.052400 ft/ft
Velocity	0.74 ft/s
Velocity Head	0.01 ft
Specific Energ	1.18 ft
Froude Numbe	0.14
Maximum Disc	4.03 cfs
Discharge Full	3.75 cfs
Slope Full	0.000197 ft/ft
Flow Type	Subcritical

Worksheet Worksheet for Circular Channel

Project Description	
Worksheet	Circular Channel
Flow Element	Circular Channel
Method	Manning's Formu
Solve For	Discharge

Input Data	
Mannings Coeff	0.045
Slope	.010000 ft/ft
Depth	1.17 ft
Diameter	30 in

Weedy Natural channel

Results	
Discharge	5.26 cfs
Flow Area	2.2 ft ²
Wetted Perime	3.76 ft
Top Width	2.49 ft
Critical Depth	0.76 ft
Percent Full	46.7 %
Critical Slope	0.049587 ft/ft
Velocity	2.34 ft/s
Velocity Head	0.09 ft
Specific Energ	1.25 ft
Froude Numbe	0.44
Maximum Disc	12.75 cfs
Discharge Full	11.85 cfs
Slope Full	0.001973 ft/ft
Flow Type	Subcritical

E. side Ditch company.

Rhonda-anthony.ashgrove.com

Accompanied by
Rhonda Anthony

- New rock diversion was put in Sept, 1988.
Went through the Corp. of Engineers.

✓ Need copy of the articles of the E. Side Canal Co.

- Nov 6, 1988 - Receipt for money on the E. Side
ditch company.

- 1- Photo looking south 12:02pm at Marsh
Creek and the rocks put in the creek to slow
the water.

1- photo Close-up of ditch from Marsh Creek.

1- photo looking east from the west bank of
Marsh Ck.

- All the water in the ditch is for E. Side Canal
Co.

DATE: 04/27/00
PAGE: 255

Dates:	Exam Made Date:	Verified Date:	Objection Filed Date:
Misc:	Water District Number:	Field Inspection Flag:	
		Presumption Flag:	
Audit:	04/26/90 JONES	09/09/94 JTHOMPSO	03/29/95 POST-STD 04/12/00 CVANDERM

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 29-11740
Date Received: 4/25/1990
Receipt No: E013678
Received By:

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

RECEIVED
APR 21 2003
Department of Water Resources
Eastern Region

1. Name of Claimant(s)

EAST SIDE DITCH CO Phone: (208)254-3939

2299 S MARSH CREEK RD
MC CAMMON ID USA 83250

2. Date of Priority: ~~06/01/1935~~ 06/14/1867

3. Source: MARSH CREEK Trib. to: PORTNEUF RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
08S	36E	15	NW SE	BANNOCK	

5. Description of diverting works:

HEADGATE AND DITCH AND LATERALS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	3/15	11/15	1.22	

7. Total Quantity Appropriated is:
1.22 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4 Lot		Use	Acres
08S	36E	10	NE	SE	IRRIGATION	3.2
			SE	SE	IRRIGATION	17.2
			Section Acres			
08S	36E	15	NW	NE	IRRIGATION	7
			SW	NE	IRRIGATION	20.8
			NE	NW	IRRIGATION	8
			SE	NW	IRRIGATION	2.8
			NW	SE	IRRIGATION	2
			Section Acres			
Total Acres					61	

11. Place of use in counties: BANNOCK

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

13. Other Water Rights Used:

14. Remarks:

DITCH MEMBERS OWN THE PLACE OF USE CONTACT PERSON IS RHONDA ANTHONY-SECRETARY

15. Basis of Claim: Beneficial Use

16. Signature(s)

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

Number of attachments: _____

For Organizations:

I do solemnly swear or affirm that I am President of
Title
Eastside Ditch Co. that I have signed the foregoing
Organization

document in the space below as President of
Title
Eastside Ditch Co. and that the statements contained in the
Organization

foregoing document are true and correct.

Signature of Authorized Agent Paul A. Hoff

President of Eastside Ditch
Title and Organization

4-16-03

Date

State of Idaho

County of Bannock Cnty) SS.

Subscribed and sworn (or affirmed) before me this

of April 16 2003



Rhonda L. Anthony

Notary Public

Residing at Bannock Cnty

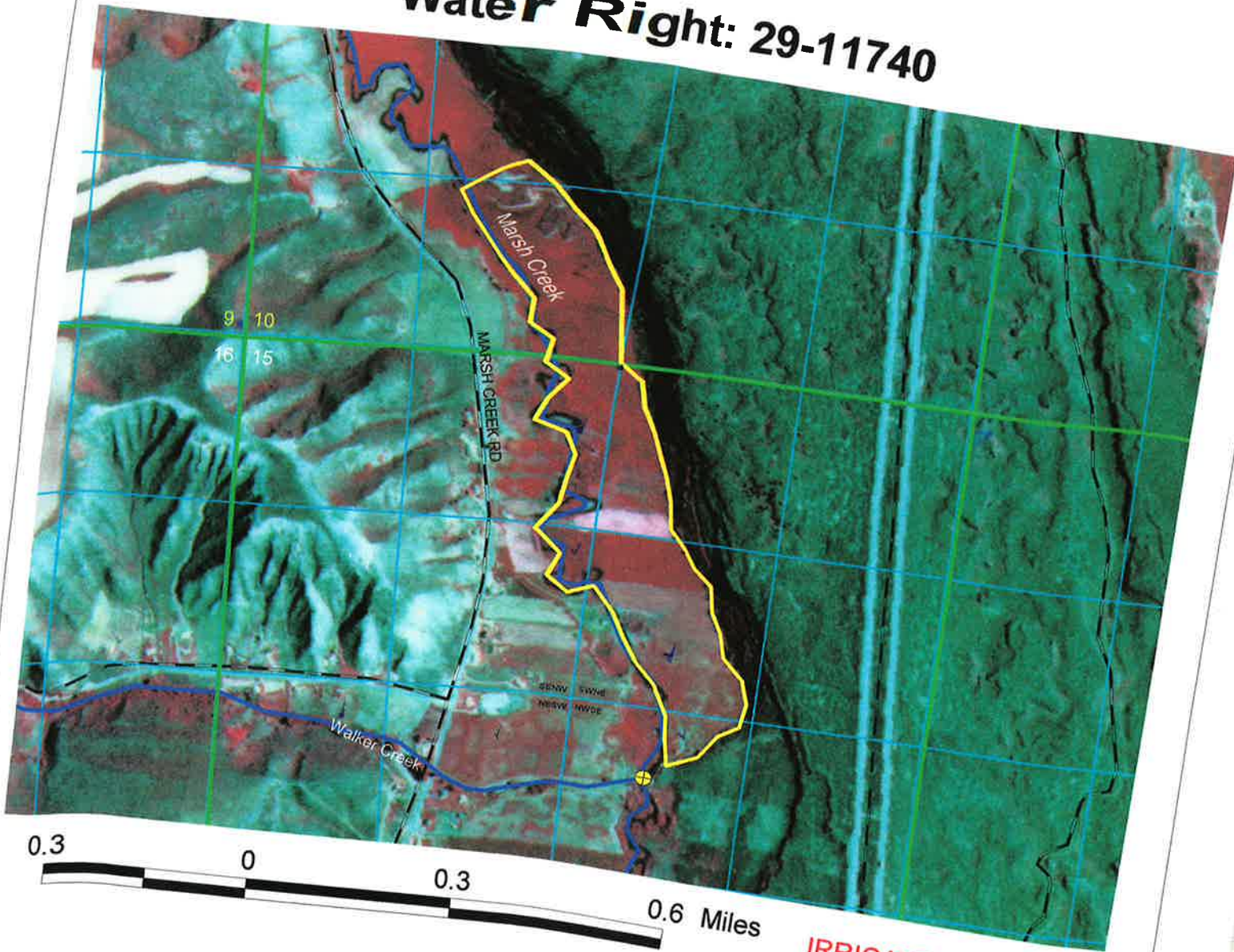
My commission Expires 1-25-2005



STATE OF IDAHO

Department of Water Resources
Eastern Region

Water Right: 29-11740

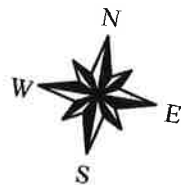


IRRIGATED ACRES 61

- LEGEND**
- ⊕ Point of Diversion
 - Place of Use
 - STREETS
 - SECTIONS
 - QUATER-QUATERS
 - STREAMS

Place of Use: T8S, R36E,
(part of) Sections 10 and 15

Points of Diversion: T8S, R36E,
Sec. 15 NWNWSE



GIS Place of Use Illustration
1987/88 NAPP PHOTOGRAPHY
Prepared by C. Bird
Date: JANUARY 2003

01/10/2003

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

RIGHT NUMBER: 29-11740

NAME AND ADDRESS: EAST SIDE DITCH CO
2299 S MARSH CREEK RD
MC CAMMON ID 83250

SOURCE: MARSH CREEK

TRIBUTARY: PORTNEUF RIVER

QUANTITY: 1.220 CFS

PRIORITY DATE: 04/01/1976

POINT OF DIVERSION:

T08S R36E S15 NWNWSE Within BANNOCK County

PURPOSE AND

PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

04/01 10/31

1.220 CFS

PLACE OF USE:

61 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

SCANNED
JUN 04 2001

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: A29-11740
Date Received: 4/25/1990
Receipt No: E013878
Received By: HWT

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: EAST SIDE DITCH COMPANY 208-254-3939
Address: 2299 S. MARSH CREEK RD.
MCCAMMON, ID 83250

2. Date of Priority: JUN 01, 1935

3. Source: MARSH CREEK Trib. to: PORTNEUF RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
08S	36E	15	NW	SE			BANNOCK

5. Description of diverting works:
HEADGATE AND DITCH AND LATERALS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	1.220		

7. Total Quantity Appropriated is:
1.220 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 152.5 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
08S	36E	10	NE	SE		IRR	3.2
			SE	SE		IRR	17.2

A291740



A29-11740

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Date: 04/25/90

MICROFILMED
NOV 16 1992

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
						Section Acres 20.4
		15	NW NE		IRR	7.0
			SW NE		IRR	20.8
			NE NW		IRR	8.0
			SE NW		IRR	2.8
			NW SE		IRR	2.0
						Section Acres 40.6
						Total Acres 61.0

11. Place of use in counties: BANNOCK

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

13. Other Water Rights Used:
NONE

14. Remarks:
DITCH MEMBERS OWN THE PLACE OF USE
CONTACT PERSON IS RHONDA ANTHONY-SECRETARY

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

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

Number of attachments: _____

For Organizations:

I do solemnly swear or affirm that I am Secretary of
Eastside Ditch Co, that I have signed the foregoing
Organization document in the space below as Secretary of
Eastside Ditch Co and that the statements contained in the
Organization foregoing document are true and correct.

Gwendolyn L. Anthony
Signature of Authorized Agent
Secretary, Eastside Ditch
Title and Organization
April 25 1990
Date

State of Idaho)
County of Bonanza) SS.

Subscribed and sworn (or affirmed) before me this 25th day
of April 19 90

Colleen Wray
Notary Public

Seal

Residing at Idaho Falls
My Commission Expires 5/29/99

5/11/6

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WALTER STALEY

9716

Kendall
Kendall
Kendall
Johnson
Kendall
Hendricks
Kendall

5/11/2

5

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5/15

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WILSON

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