

W028422
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 OCT 17 2001
 WATER RESOURCES
 WESTERN REGION

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
 Incomplete forms will be returned.

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 OCT 19 2001

1. Water Right No(s): 67-11725
 Adjudication Claim No(s): 67-11725

2. The following **REQUIRED** information must be submitted with this form:
 A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**

AND

B. **PLAT OF PROPERTY** or **SURVEY MAP** showing the location of the place of use of the water right(s) or claim(s). (These are usually attached to your deed or on file with the county.)

OR

C. If your water right or adjudication claim is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant Idaho Dept of Fish & Game
P O Box 25 Boise ID 83707

4. New Owner/Claimant(s) United States of America, Bureau of Reclamation Code PN 3100
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address 1150 N. Curtis Rd Suite 100

City, State and ZIP Code Boise ID 83706-1234

New Telephone Number (208) 378-5085

5. Date you acquired the property August 19, 1965

6. **Did you acquire all of the former owner's property? If you did, skip this item and go to item 7.** If you acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). Describe in detail your portion of each water right or adjudication claim in the spaces in the box below **only if the water right(s) or claim(s) need to be split between owners.** If necessary, attach additional pages. If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

Number of acres you irrigate with this water right _____	Number and type of stock _____
Diversion rate in CFS _____	Number of homes you acquired _____ Other uses _____

7. Signature of New Owner(s) Elizabeth Gail McGarry, PN 3100 for
 or Claimant(s) Bureau of Reclamation

Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.

8. For Snake River Basin Adjudication Claims : Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
REGION 1

.....Central Snake Projects Office.....
(Project or office)

Mann Creek Project

RECORD OF EXECUTION OF CONTRACT

Contractor Tarter Livestock Company and Elton Tarter and Louise Tarter, husband &...
Contract No....14-00-105-5165..... Date of contract ..August 19, 1965.....wife
Estimated amount involved \$...135,000.....
Purpose Fee title acquisition for Spangler Dam and Reservoir.....
.....
.....
Remarks:

Place.....Boise, Idaho..... Date...August 19, 1965

1. Contract transmitted to Field Solicitor for legal approval.

/s/ D. W. Applegate....., Project Superintendent
(Title)

Place.....Boise, Idaho..... Date....8-19-65.....

2. Contract given legal approval.

/s/ Alan D. Cameron.....
for the Field Solicitor

3. Contract executed and transmitted to the following:

Original contract - Reg. Dir., Attn: 360 (for GAO site audit)
~~Department of the Interior, Bureau of Reclamation~~
Copy to: ~~Senior~~ Tarter Livestock Company, Rt. 2, Weiser, Idaho
~~Chief Engineer, District~~
Reg. Dir., Boise, Idaho, Attn: 400
Project Supt., Boise, Idaho

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Contract No. 14-06-100-5165

Mann Creek Project, Idaho
Spangler Dam and Reservoir

Tract R-1

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 19th day of August, 1965, in pursuance of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, between THE UNITED STATES OF AMERICA, hereinafter styled the United States, acting through such officer as is authorized therefor by the Secretary of the Interior, and the Tarter Livestock Company, a corporation organized and existing under and by virtue of the laws of the State of Idaho, and ELTON TARTER and LOUISE TARTER, husband and wife

hereinafter styled Vendor,

2. WITNESSETH, That for and in consideration of the mutual agreements herein contained, the parties hereto do covenant and agree as follows:

3. The Vendor shall sell and by good and sufficient deed convey to the United States free of lien or encumbrance, except as otherwise provided herein, the following described real estate situated in the County of Washington, State of Idaho, to-wit:

The west half of the southwest quarter of the southwest quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$) of section one (1), the west six hundred and sixty feet (660) of the south six hundred and sixty feet (660) of lot two (2), lot three (3), lot four (4), the southwest quarter of the northeast quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$), the west half of the southeast quarter of the northeast quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$), the southeast quarter of the northwest quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$), the southwest quarter (SW $\frac{1}{4}$), the west half of the northeast quarter of the southeast quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$), the west half of the southeast quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$), the southeast quarter of the southeast quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of section two (2), the northeast quarter (NE $\frac{1}{4}$), the north half of the northwest quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$), the north half of the southeast quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$) and the southeast quarter of the southeast quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of section eleven (11), the west half of the west half of the west half (W $\frac{1}{2}$ W $\frac{1}{2}$ W $\frac{1}{2}$), and the west half of the east half of the southwest quarter of the northwest quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$) of section twelve (12) and the west half of the northeast quarter of the southwest quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$), and the northwest quarter of the southwest quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of section thirteen (13), the northeast quarter of the southeast quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of section fourteen (14), all in township twelve (12) north, range five (5) west, Boise meridian, Idaho, and the southeast quarter of the southwest quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of section thirty-five (35), township thirteen (13) north, range five (5) west, Boise meridian, Idaho, containing 1,099.03 acres, more or less, and shown shaded on the attached plat marked exhibits "A" and "B" and by this reference made a part hereof.

3a. The contractor hereby grants unto the United States, its successors and assigns a temporary right-of-way for the period beginning date hereof and ending June 30, 1968, for the purpose of construction, operation and maintenance of a road over and across the following described tract of land in Washington County, State of Idaho, to wit:

All that portion of the east half of the west half of the southwest quarter (E $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$) of section twelve (12), township twelve (12) north, range five (5) west, Boise meridian, Idaho, lying southwest of a diagonal line extended from the northwest corner thereof to the southeast corner thereof as shown shaded on the attached plat marked exhibit "C" and by this reference made a part hereof.

3b. It is understood and agreed that the title to be conveyed to the United States as described in article 3 hereof shall be free from lien or encumbrance except: (1) Oil, gas and mineral rights reserved to or outstanding in third parties as of the date of this contract; and (2) presently used rights-of-way for canals, ditches, flumes, pipelines, railroads, highways, roads, telephone, telegraph and power transmission lines, created in favor of public or public utilities, and to such other rights-of-way, reservations, or interests as the United States determines as not objectionable.

5. The Vendor shall procure and have recorded without cost to the United States all assurances of title and affidavits which the Vendor may be advised by the United States are necessary and proper to show in the Vendor complete fee simple unencumbered title to said property subject only to the interests, liens or encumbrances expressly provided herein. Abstracts or certificates of title or title insurance will be procured by the United States at its expense unless otherwise provided in this contract. The expense of recording this contract and the deed required by article 3 shall be borne by the United States.

7. This contract shall become effective to bind the United States to purchase said property immediately on its execution by the contracting officer acting under the authority of the Secretary of the Interior and shall inure to the benefit of and be binding on the heirs, executors, administrators and assigns of the Vendor, and the assigns of the United States.

~~and the delivery of the cables having provided and made her post and obtain the cover thirteen~~
~~xxxx~~

10. The Vendor warrants that the Vendor has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the United States the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business with others than the United States.

12. All improvements located on the premises described in Article 3 hereof are accepted herefrom and reserved to the Vendor; that, if the Vendor fails to remove any of such improvements on or before Nov. 1, 1965, shall become the property of the United States and may be removed, sold, burned, or otherwise disposed of by the United States without compensation to the Vendor.

IN WITNESS WHEREOF, the parties hereto have signed the _____ at _____, the day and year first above written.

THE UNITED STATES OF AMERICA

Witnesses:

Attest	By <u>/s/ Merrill J. Martz</u>
~~XXXXXX~~	Acting Regional Director, Reg. 1, Bur. of Reclamation
<u>/s/ Louise Tarter</u>	<u>/s/ Elton Tarter, Pres.</u>
Louise Tarter, Secretary	^{Vendor} TARTER LIVESTOCK COMPANY
~~XXXXXX~~	Elton Tarter, President
(SEAL)	<u>/s/ Elton Tarter</u>
	Elton Tarter ^{Vendor}
~~XXXXXX~~	<u>/s/ Louise Tarter</u>
	Louise Tarter ^{Vendor}

STATE OF IDAHO)
 : ss
County of Washington)

On this 4th day of August, 1965, personally
appeared before me Elton Tarter and Louise
to me known to be the persons and the President & Sec., of
the TARTER LIVESTOCK COMPANY, the corporation that executed the within and
foregoing instrument and acknowledged said instrument to be the free
and voluntary act and deed of said corporation, for the uses and purposes therein
mentioned, and on oath stated that they were authorized to execute said
instrument, and that the seal affixed is the corporate seal of said corporation.

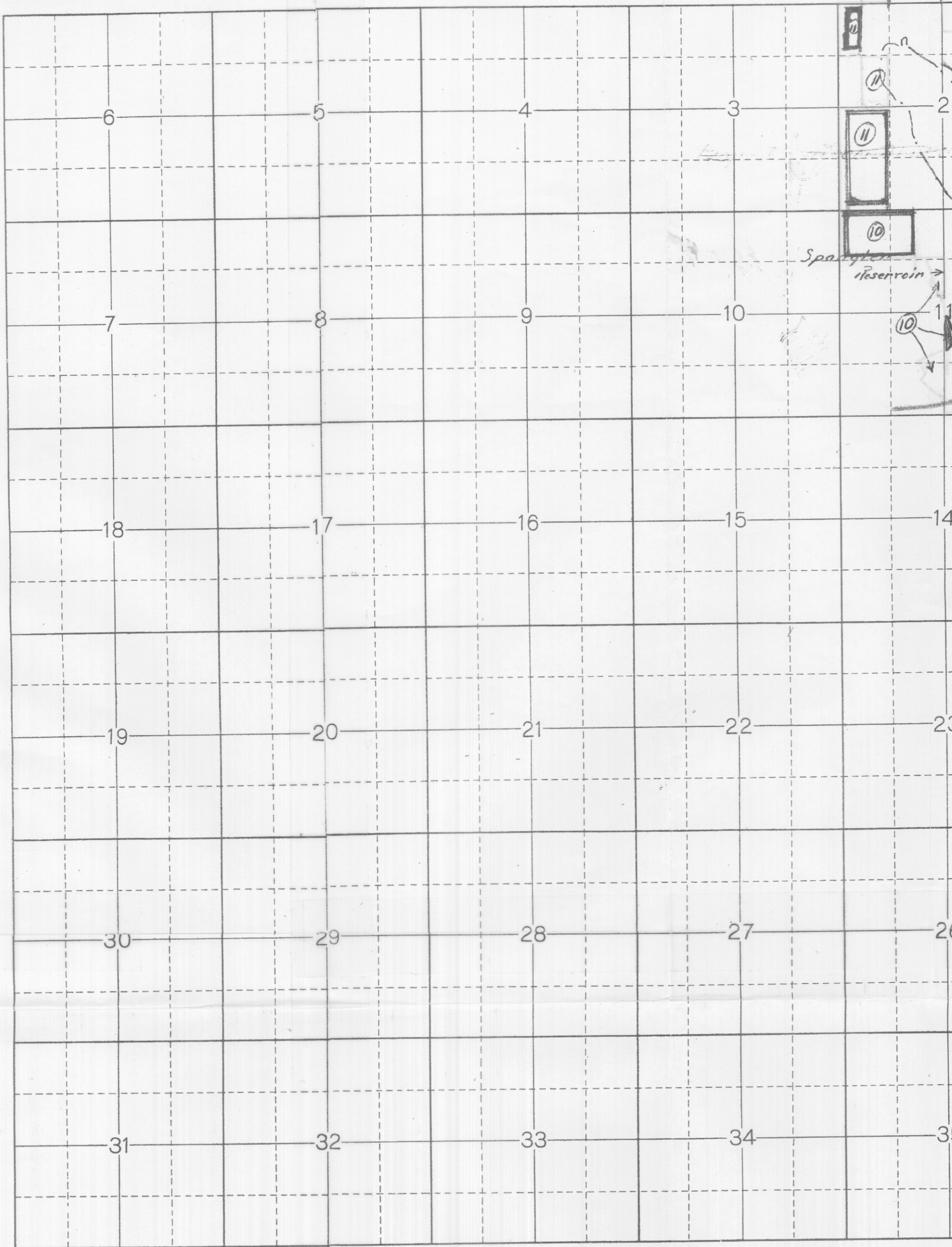
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal the day and year first above written.

(SEAL)

/s/ D. L. Carter
Notary Public in and for the
State of Idaho
Residing at Weiser
My commission expires
February 1, 1969

7-1510
May 1953
Bureau of Reclamation

ACQUIRED AND WITH



LEGEND

- Blue Outline — Withdrawn Land (First Form)
- Green Outline — Withdrawn Land (Second Form)
- Red Outline — Restored Land
- Yellow Outline — Fee Acquisition
- Brown Outline — Easement Acquisition
- Purple Outline — Land Sold

WITHDRAWAL AND RESTORATION ORDERS

[illegible]

* proposed for restoration see Reg. Dir., letter of Sept. 28, 1964 to Manager Land Office RDM.

ACQUIRED OR SOLD LAND

Index No.	Contract No.	Vendor or Vendee	Date of Conveyance	Cost	Acreage	Bal. of Acquired Land
1	14-06-100-5165	Tarter Livestock Co.	7-19-65	\$135,000	1099.03	(Mann Creek Reservoir)
2	donation easement	Richard W. Groves	8-15-66	-0-	8.5	Lolley Ditch
3	donation easement	V.S. Clayton	7-12-66	-0-	1.3	Lolley Ditch
4	donation easement	Fredrick Hust	7-22-66	-0-	4	"
5	donation easement	Frank Pedro et al.	7-18-66	-0-	3.8	"
6	donation easement	Harold L. Potter	7-18-66	-0-	2.4	"
7	donation easement	Tarter Livestock Co.	7-25-66	-0-	0.7	"
8	donation easement	" " "	7-18-66	-0-	2.5	"
9	donation easement	Herbert Tarter et al.	7-28-66	-0-	7.2	"
10	Land Exchange	4 W. & Helen Dock	4-8-66	\$275.00	0.53	U.S. obtained 18.54 a. U.S. disposed of 61.32 a.
11	Land Exchange	Gus Bezates	6-8-66	\$4,000	0.5	U.S. obtained 40 acres & 2.22 a. U.S. disposed of 100 acres
12	Easement Acq.	Tarter Livestock Co.	4-28-67	50.00	0.25	Relocated county Rd
13	14-06-100-5170	Daniel S. & William L. Heaver	8-13-65	\$3200	1.25 temporary 40 feet	
14	EASEMENT 5	G. TARTER	8-6-70	-0-		ACQUIRED BY MANN CREEK DISTRICT
15	GS A disposal	William D. Manley	5-10-72		100 ac.	
16	EASEMENT #3	TARTER LIVESTOCK CO. et al.	9-1-70			EASEMENT
17	14-06-100-5163	WASHINGTON COUNTY	6-13-67			Relocation of County Rd (portions of)

TOWNSHIP ACREAGE

Entered Land _____
As of _____