

Claim No.

Section 42-225a, Idaho Code

Under the provisions of Section 42-225a, Idaho Code, a person may file a claim to a right to use water which has been established by diversion and application to beneficial use. **The filing of this claim does not confirm the water right but will serve for information purposes only.** It may, however, become the basis for future adjudication of the water right by the Court.

The extent and nature of said claim is as follows:

- | | | | | | | | | |
|--------|----------------------|-----|-------------------------------|----------------|------|----------------|----|------------------------|
| Amount | <u>2.00</u> | Use | <u>Irrigation</u> | Period of Use: | From | <u>Apr. 15</u> | To | <u>Oct. 15</u> |
| Amount | <u>0.02</u> | Use | <u>Stockwater</u> | Period of Use: | From | <u>Jan. 1</u> | To | <u>Dec. 31</u> |
| Amount | | Use | | Period of Use: | From | | To | |
| | (cfs, gpm
or a/f) | | (dom., irri.,
stock, etc.) | | | | | (both dates inclusive) |

- A claim is not acceptable on a ground-water source with a priority later than March 25, 1963 or on a surface-water source with a priority later than May 20, 1971. An exception to this rule is that a claim may be filed on domestic use from a ground-water source.

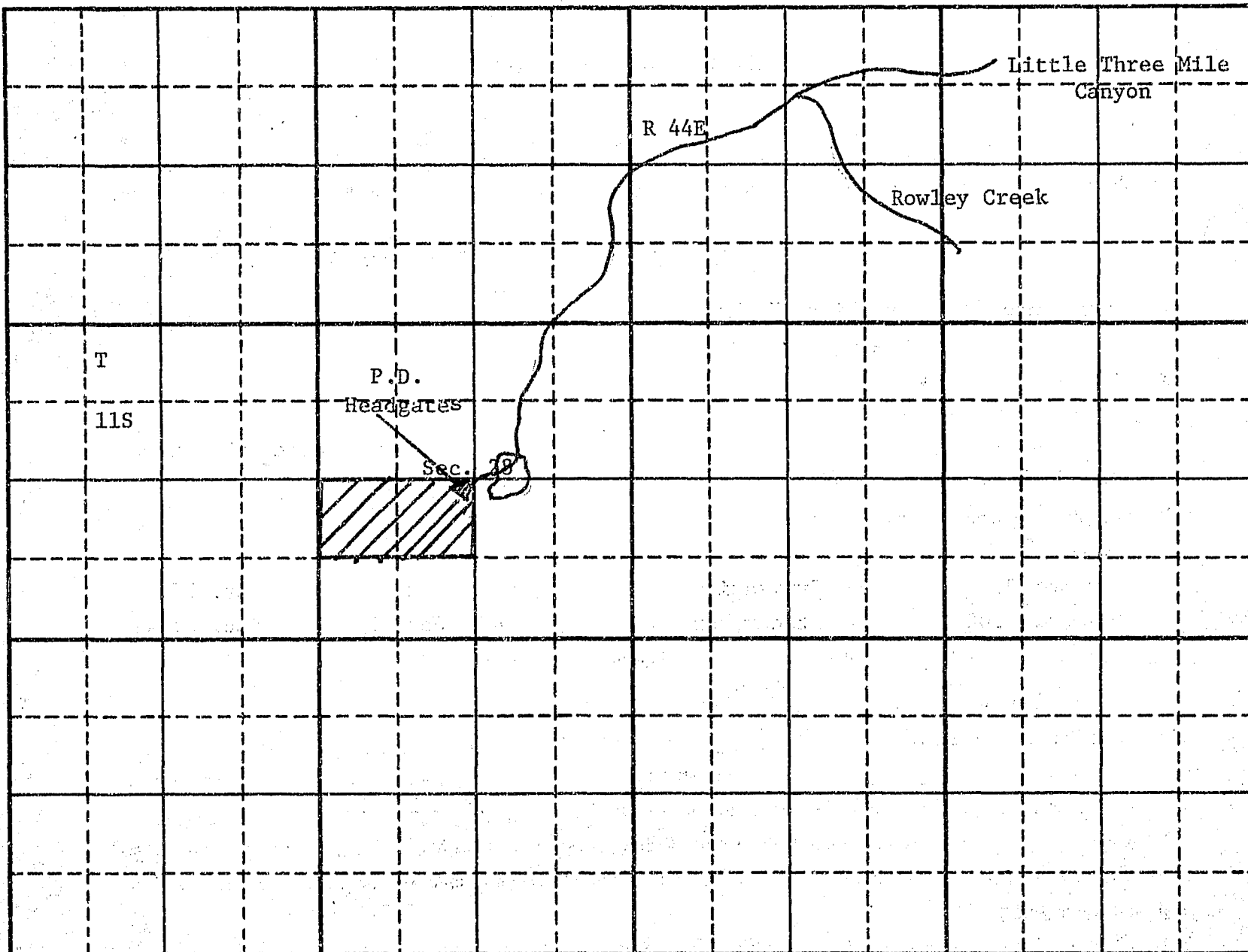
- B) Describe means of diversion of water: (pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.) Give sizes and capacities; be as specific as possible. Small earth dam in stream channel to open ditch and small holding reservoir near land to be irrigated.

- [illegible]

Total No. of acres 80

- (7) If you are claiming water as a member of an organization, list name of organization: Grove M. Phelps & Sons, a Partnership

(8) Remarks This claim is evidenced by abstract of HES certificate 2179 and other instrumments and warranty deed attached. The water has been always used on the land indicated except for the years the land was in ASCS Soil Bank Program.



Scale: 2 Inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of Idaho)

County of Boise) ss.

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiants knowledge.

Sworn to before me this 27 day of July, 19 76.

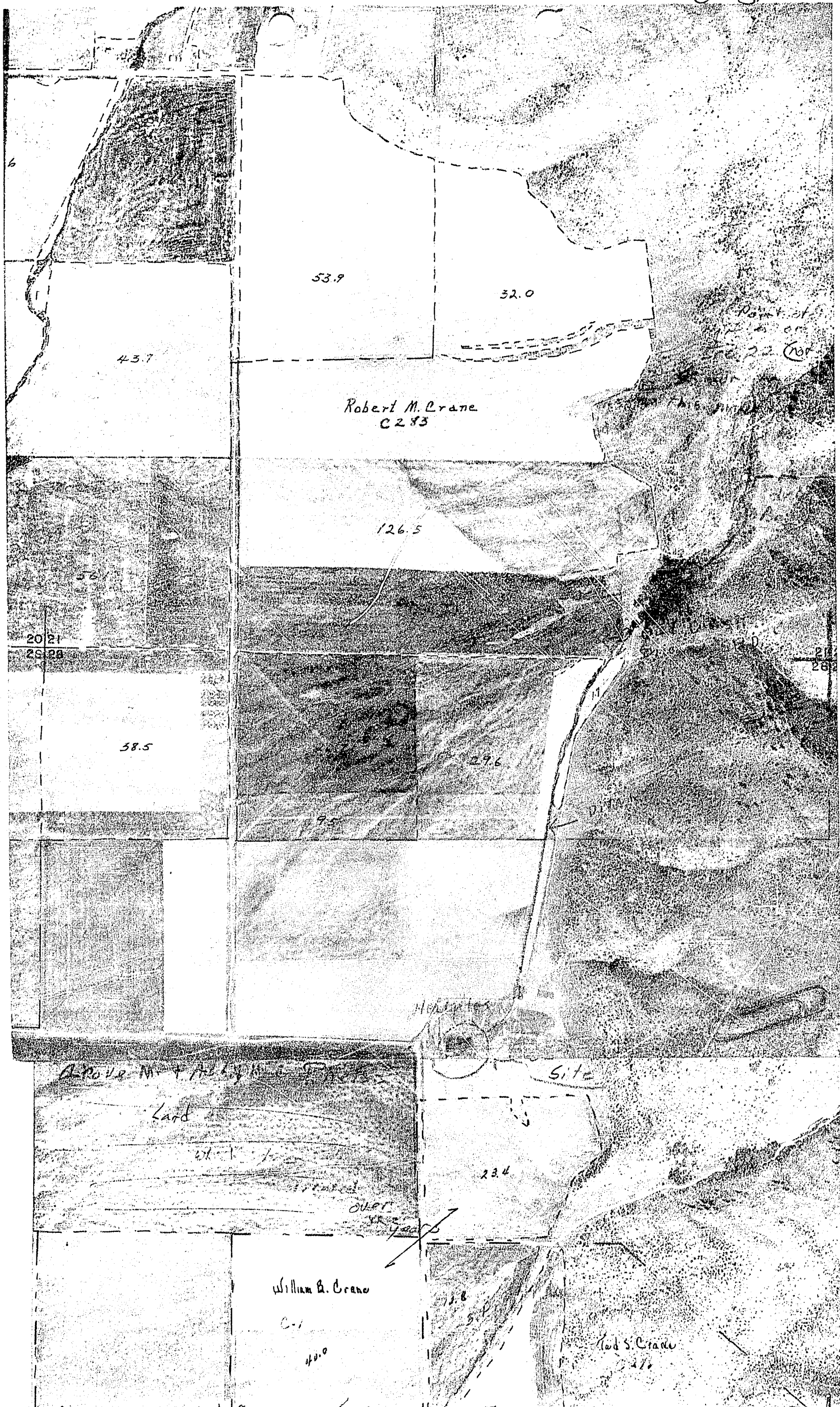
Notary Public

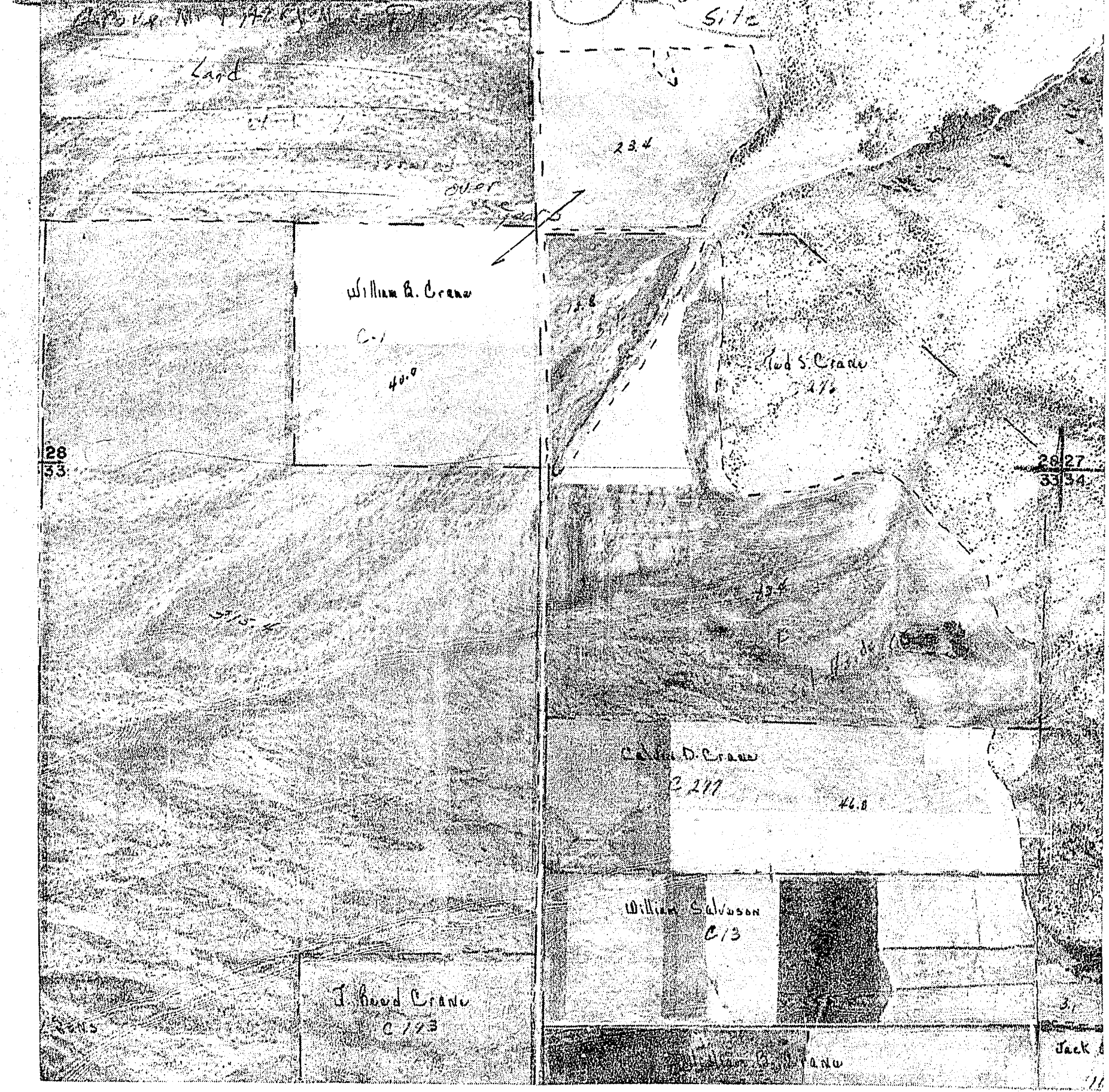
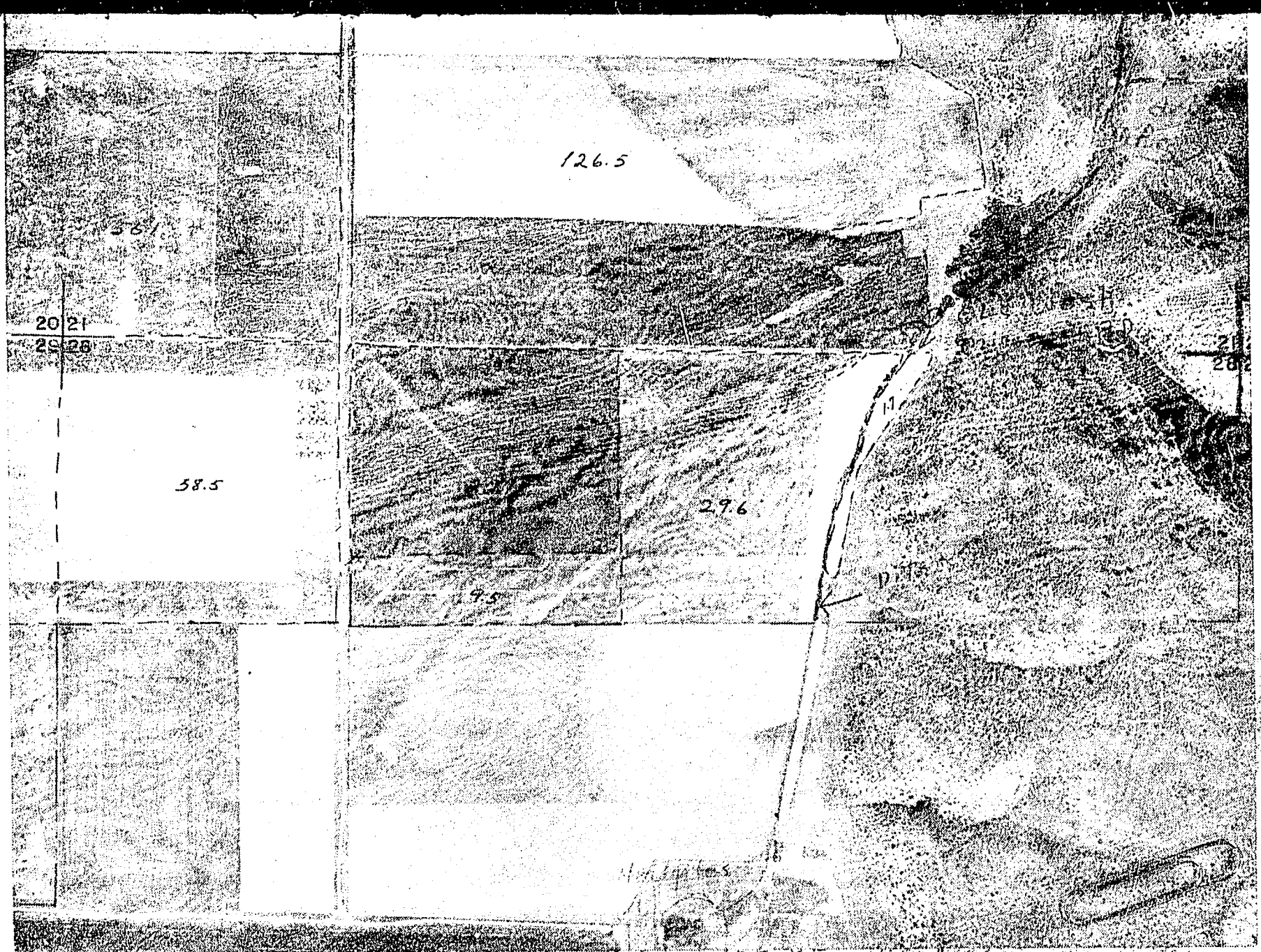
Residing at Boise Idaho

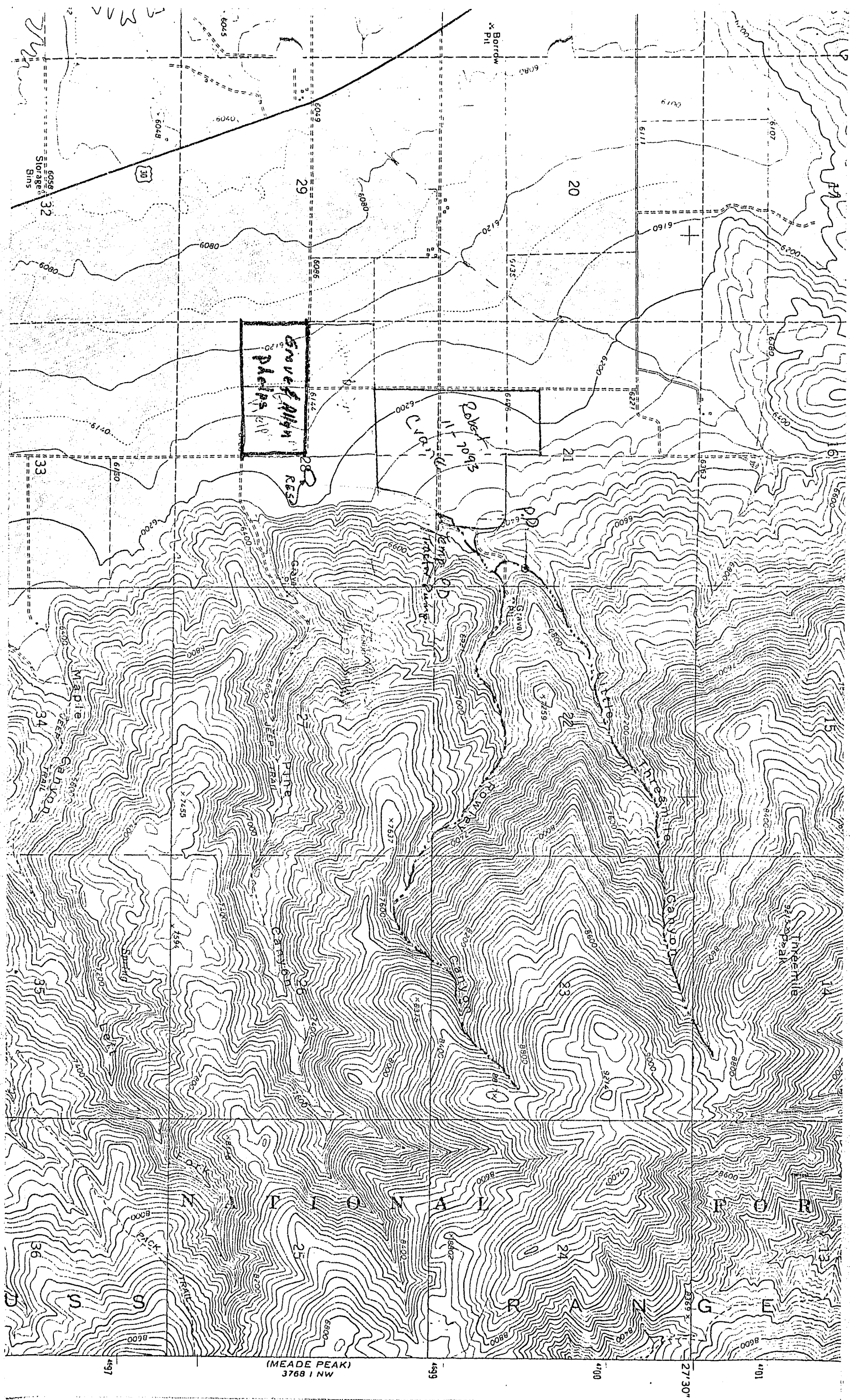
My commission expires 9-20-76

For Department Use Only

Received by <u>CW</u>	Date <u>7-28-76</u>	Exception filed by:	Forwarded to	Date
Prelim. check by <u>Indy</u>	Date <u>7-28-76</u>		claimant by:	
\$10.00 fee received by <u>CW</u>	Date <u>7-28-76</u>			
Approved for publication by <u>8/30/76</u>		<u>Robert M. Crane</u>	<u>CW</u>	<u>8-18-76</u>
Published in <u>Times & Herald</u>				
Dates <u>Aug. 5 & Aug. 12, 1976</u>				







RECEIVED 19-8-1976

AUG 11 1976

to whom it may concern.

Department of Water Resources
Eastern District Office

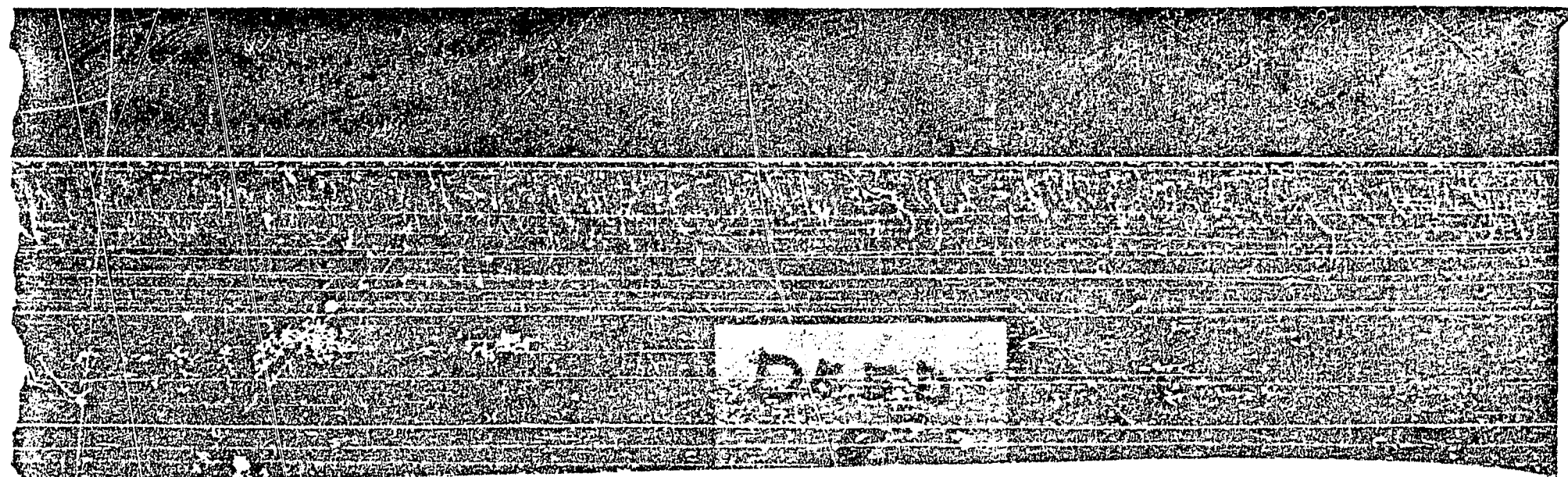
I am the son of Silas L. Drigher. During the years father owned & operated this property there was annual use of the water described in the DED, given by Silas L. Drigher to Aug Caldwell.

We watered alfalfa, probably ten acres, & one year we tried potatoes.

At no time do I remember any question about the ownership of the water.

Ernest D Drigher
885 Cedar
Salt Lake City
Utah - 84108.

9/424



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DEED RECORD.



THIS INDENTURE, made this Eight day of March in the year of our Lord one thousand nine hundred and ninety one between James A. Lindsay and Esther Lindsay of Georgetown County of Edmondo Lake State of Idaho of the first part, and J. M. Rushford and J. H. Thompson partners as Managers Brothers of Montpelier County of Blaine Lake State of Idaho of the second part:

WHEREAS, the said James A. Lindsay and Esther Lindsay of the first part, for and in consideration of the sum of Five Thousand Dollars, in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, and the said parties of the second part forever released and discharged therefrom, have granted, bargained, sold, remised, released, alienated and confirmed, and by these presents do grant, bargain, sell, remise, release, alien and confirm unto the said parties of the second part, and to their heirs and assigns forever, all the following described lot, piece or parcel of land, situated in the County of Blaine Lake and State of Idaho and known and described as follows, to-wit:

The North half of the South West quarter and the South East quarter of South West quarter and North West quarter of South East quarter Section Twenty eight Township Eleven South of Range forty four East B.M. containing 160 acres

TOGETHER WITH ALL AND SINGULAR, the hereditaments and appurtenances therunto belonging or in any wise appertaining, and the reversion, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever of the said parties of the first part, either in law or equity, of, in and to the above bargained premises with the hereditaments and appurtenances.

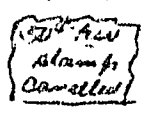
TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said parties of the second part their heirs and assigns forever.

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

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

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

Signed, sealed and delivered in presence of



John A. Bagby

James A. Lindsay (Seal)
Esther Lindsay (Seal)
(Seal)
(Seal)

~~claiming, and the receiver, remainder and remainder, rent, issue and profits, issue, and the estate, rents, and, which are, and are, in~~
demand whatsoever of the said parties of the first part, either in law or equity, of, in and to the above bargained premises with the
hereditaments and appurtenances.

~~TO HAVE AND TO HOLD~~ the said premises above bargained and described, with the appurtenances, unto the said part ^{of} of the second part ~~their~~ heirs and assigns forever.

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

in the quiet and peaceable possession of the said parcels of the second part ~~their~~ heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said parcels of the first part shall and will warrant and forever defend.

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

Signed, sealed and delivered in presence of

50th Ave
slampt
Cancelled

John A. Bagley

James S. Lindberg..... (Seal)

Osther Henderson (Seal)

(Scab)

~~(Seal)~~

(dca!)

STATE OF IDAHO.

County of Bear Lake. } ss. On this 8th day of March A. D. 1892,
before me, John A. Bagley, a Notary Public in and for said County,
personally appeared James S. Lindsay and Ester Lindsay
his wife, personally known to me (satisfactorily proved to me on the oath of _____, a
competent and creditable witness by me duly sworn for that purpose), to be the persons whose names are subscribed to the within instru-
ment, the said Ester Lindsay described as a married woman, and the said James S. Lindsay
and Ester Lindsay his wife, each of them, acknowledged to me that they respectively executed the same.
And on this 8th day of March A. D. 1892, before me, the officer above described, personally
appeared the said Ester Lindsay known to me (satisfactorily proved to me on the oath of _____
a competent and creditable witness by me duly sworn for that purpose), to be the
person whose name is subscribed to the within instrument, described as a married woman and the wife of the said
James S. Lindsay; and upon an examination without the hearing of her husband, I made her
acquainted with the contents of the said instrument, and thereupon she acknowledged to me that she executed the same and that she
does not wish to retract such execution.

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

My Commission Expires 189

John A. Bagley
Notary Public

Filed for record on the 11th day of March A. D. 1891, at 11-30 o'clock A. M.
at the request of J. L. Davis & Co., James E. Hunt County Recorder

James E. Hart County Recorder.
By T. Colman Hart Deputy.

Easement for Reservoir

37/272

272

in behalf of said corporation by authority of a resolution of its board of directors and said Julion Clawson and L. R. Wright each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

(Seal)

commission expires April 23, 1943.

ANONA K. EGAN, Notary Public
whose residence is Salt Lake City, Utah

Recorded at the request of Silas L. Wright at 11:53 A.M. May 24, 1941.
Recorded in Book 37 of Deeds at page 271.

By

Marie Clayton Deputy

Sam V. Tunks, Recorder

No. 50367

CUTTOLAINE DEED

State of Utah, hereby GIVE CLAIM to Silas L. Wright and Ida L. Wright, his wife, grantees of Bennington, Bear Lake County, State of Idaho for the sum of One Dollar and other good and valuable consideration the following described tract of land in Bear Lake County, State of Idaho:

The North half of the Southwest quarter of Section 28, and the North half of the Southeast quarter, and the Northeast quarter of the Southwest quarter of Section 29, all in Township 11 South, Range 44 East, Boise Meridian.

Together with a perpetual easement (unless sooner released by mutual consent of the parties hereto, or their assigns) on five acres of land for a reservoir and covered by a reservoir, which said five acres is described as being in the Northwest corner of the Northwest quarter of the Southeast quarter, and in the Southwest corner of the Southwest quarter of the Northeast quarter, all in Section 18, Township 11 South, Range 44 East, Boise Meridian, with right of way for a ditch leading from a spring near the west boundary line of the Caribou National Forest into said reservoir, the waters of which spring and reservoir are appurtenant to the above described premises and are included in, and are a part of, the said above conveyance, together with the right for said grantees and their assigns, to go upon said easement for the purpose of maintaining said reservoir and said ditch.

The grantor hereby reserves to it and its assigns the right to water stock at any and all times at said reservoir, and further, that said reservoir site is never to be fenced by either party.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the grantor, has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 17th day of January, A.D. 1941.

(Seal)

Attest: L. R. Wright, Secretary.

LEONARD CHIPMAN LIVESTOCK COMPANY,
JULION CLAWSON, President

STATE OF UTAH

County of Salt Lake) ss

On the 17th day of January, A. D. 1941 personally appeared before me, Julion Clawson and L. R. Wright who being by me duly sworn did say, each for himself, that he, the said Julion Clawson is the president, and he, the said L. R. Wright is the secretary of Leonard Chipman Livestock Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Julion Clawson and L. R. Wright each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

(Seal)

My commission expires April 23, 1943.

ANONA K. EGAN, Notary Public
whose residence is Salt Lake City, Utah

Recorded at the request of Silas L. Wright at 11:54 A.M. May 24, 1941.
Recorded in Book 37 of Deeds at page 272.

By

Marie Clayton Deputy

Sam V. Tunks, Recorder

35/304

By Ed Williamson Deputy

Sam V. Tunks, Recorder

Fee \$1.00

No. 44334 X HOMESTEAD CERTIFICATE NO. 3289.
Application 3648

THE UNITED STATES OF AMERICA,
TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, There has been 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, pursuant to the Act of Congress approved 20th May, 1862, "To secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of James S. Lindsay has been established and duly consummated, in conformity to law, for the North half of the South West quarter, the South East quarter of the South West quarter and the North West quarter of the South East quarter of Section Twenty-eight in Township eleven South of Range forty-four East of Boise Meridian in Idaho, containing one hundred and sixty acres, according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE BY the Surveyor General:

NOW KNOW YE, That there is, therefore, granted by the United States unto the said James S. Lindsay the tract of land above described: TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said James S. Lindsay and to his heirs and assigns forever; subject to any vested and accrued water rights forming, 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 third day of July, in the year of our Lord one thousand nine hundred and two, and of the Independence of the United States the one hundred and twenty-sixth.

(SEAL)

By the President: T. Roosevelt

Recorded Idaho, Vol. 28, Page 357.

By F. M. McKean, Secretary,

G. W. Bursh
Recorder of the General Land Office.

Recorded at the request of Chas. E. Harris at 4:00 P.M., November 30, 1927, A.D.
Recorded in Book 35 of Deeds at page 304.

By Ed Williamson Deputy

Sam V. Tunks, Recorder

Fee \$1.00

88463

STATE OF IDAHO, COUNTY OF BEAR LAKE
I hereby certify that this instrument was filed for record at
the request of *Robert F. Moore*

at 52 minutes past 4:00 o'clock P. M.
this 28th day of July
1966 in my office, and duly recorded in Book 50
of Index of Page

By *Ernest E. Ketchum*
Deputy

Page 1
Book 50

WARRANTY DEED

For Value Received SAMUEL LEGRAND CALDWELL, a single person,

REVENUE STAMPS

the grantor, does hereby grant, bargain, sell and convey unto WILLIS C. STOCK and
LOIS JUNE STOCK, husband and wife, of the City of Montpelier, County of Bear
Lake, State of Idaho,

the grantees, ~~the grantees, their heirs and assigns forever~~ an undivided one-half interest
in and to the following described real property:

Tract No. 1

The North Half of the Southwest Quarter of Section 28,
Township 11 South, Range 44 East of Boise Meridian,
Idaho

Tract No. 2

The Northeast Quarter of the Southwest Quarter and the
North Half of the Southeast Quarter of Section 29,
Township 11 South, Range 44 East of Boise Meridian,
Idaho

Tract No. 3

WARRANTY DEED

For Value Received SAMUEL LEGRAND CALDWELL, a single person,

the grantor does hereby grant, bargain, sell and convey unto WILLS C. STOCK and LOIS JUNE STOCK, husband and wife, of the City of Montpelier, County of Bear Lake, State of Idaho,

the grantees, ~~the grantees~~ an undivided one-half interest in and to the following described real property:

Tract No. 1

The North Half of the Southwest Quarter of Section 26, Township 11 South, Range 44 East of Boise Meridian, Idaho

Tract No. 2

The Northeast Quarter of the Southwest Quarter and the North Half of the Southeast Quarter of Section 29, Township 11 South, Range 44 East of Boise Meridian, Idaho

Tract No. 3

Beginning at the Northeast Corner of the Northwest Quarter of the Southwest Quarter of Section 29, Township 11 South, Range 44 East of Boise Meridian, Idaho, and running thence South 80 rods to the State Highway; thence Northwesterly along said highway to the point on the quarter section line 24 rods West of the point of beginning; and thence East along said quarter section line to the point of beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee s, that he is the owner in fee simple of said premises; that said premises are free from all incumbrances

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

Dated this 16 day of AUGUST, 1966

Samuel LeGrand Caldwell

(CORPORATION ACKNOWLEDGMENT)

STATE OF IDAHO, COUNTY OF _____
On this _____ day of _____, 19____
before me, the undersigned, a Notary Public in and for said State, personally appeared _____

known to me to be the _____
of the corporation that executed the foregoing instrument, and
acknowledged to me that such corporation executed the same.

WITNESS My hand and official seal.

Notary Public, Residing at _____ Idaho

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF IDAHO, COUNTY OF _____
On this 16 day of AUGUST, 1966
before me, the undersigned, a Notary Public in and for said State, personally appeared Samuel LeGrand Caldwell

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

WITNESS My hand and official seal.

(SEAL) *W. J. Miller*
Notary Public, Residing at _____ Idaho
My Comm. Expires: Sept. 14, 1968

88462

STATE OF IDAHO. I hereby certify the request of 64 at 51 this 28th day of Aug 1966 in my office of Deeds at page 1 By Paid \$ Mail to:

WARRANTY DEED

For Value Received IOLA CALDWELL, a single person, of the City of Montpelier, County of Bear Lake, State of Idaho,

the grantor, does hereby grant, bargain, sell and convey unto WELLS C. STOCK and LOIS JUNE STOCK, husband and wife, of the City of Montpelier, County of Bear Lake, State of Idaho,

the grantees, ~~the following described premises~~ an undivided one-half interest in and to the following described real property:

Tract No. 1

The North Half of the Southwest Quarter of Section 28, Township 11 South, Range 44 East of Boise Meridian, Idaho

Tract No. 2

The Northeast Quarter of the Southwest Quarter and the North Half of the Southeast Quarter of Section 29, Township 11 South, Range 44 East of Boise Meridian, Idaho

Tract No. 3

Beginning at the Northeast Corner of the Northwest Quarter of the Southwest Quarter of Section 29, Township 11 South, Range 44 East of Boise Meridian, Idaho; and running thence South 80 rods to the State Highway; thence Northwesterly along said Highway to the point on the quarter section line 24 rods West of the point of beginning; and thence East along said quarter section line to the point of beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee & their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that she is the owner in fee simple of said premises; that said premises are free from all incumbrances

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

Dated this 30 day of August 1966.

Iola Caldwell

(CORPORATION ACKNOWLEDGMENT)

STATE OF IDAHO, COUNTY OF
On this day of 19
before me, the undersigned, a Notary Public in and for said State, personally appeared

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

WITNESS My hand and official seal.

Notary Public, Residing at Idaho

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF IDAHO, COUNTY OF Bear Lake
On this 17 day of August, 1966
before me, the undersigned, a Notary Public in and for said State, personally appeared IOLA CALDWELL

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

WITNESS My hand and official seal.

(SEAL) E. Earl E. Jones

Notary Public, Residing at Montpelier Idaho
MY COM. EXPIRES

known to me to be the _____
of the corporation that executed the foregoing instrument, and
acknowledged to me that such corporation executed the same.
WITNESS My hand and official seal.

Notary Public, Residing at _____ Idaho

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

WITNESS My hand and official seal.

(SEAL) *John M. Miller*

Notary Public, Residing at _____ Idaho
My Comm. Expires: *Sept. 24, 1966*

884162

STATE OF IDAHO, COUNTY OF Bear Lake

I hereby certify that this instrument was filed for record at
the request of *Albert E. Head*

at *51* minutes past *4:00* o'clock *P.M.*

this *28th* day of *Sept.*

19 *66* in my office, and duly recorded in Book *50*

of Deeds at page _____

By _____
In Office Recorder

By _____ Deputy

Fees \$ _____

Mail to: _____

WARRANTY DEED

For Value Received **LOLA CALDWELL**, a single person, of the City of
Montpelier, County of Bear Lake, State of Idaho,

the grantor, does hereby grant, bargain, sell and convey unto **WELLS C. STOCK** and
LOIS JUNE STOCK, husband and wife, of the City of Montpelier, County of
Bear Lake, State of Idaho,

the grantees, ~~the following described property~~ an undivided one-half interest
in and to the following described real property:

Tract No. 1

The North Half of the Southwest Quarter of Section 28,
Township 11 South, Range 44 East of Boise Meridian,
Idaho

Tract No. 2

The Northeast Quarter of the Southwest Quarter and the
North Half of the Southeast Quarter of Section 29,
Township 11 South, Range 44 East of Boise Meridian,
Idaho

Tract No. 3

Beginning at the Northeast Corner of the Northwest
Quarter of the Southwest Quarter of Section 29,
Township 11 South, Range 44 East of Boise Meridian,
Idaho, and running thence South 80 rods to the State
Highway; thence Northwesterly along said Highway to
the point on the quarter section line 24 rods West
of the point of beginning; and thence East along said

REVENUE STAMPS

37/271

Attest:
Stewart Cassirer, Secretary
(Seal)

Per Chas. L. Smith
President

State of Utah)
County of Salt Lake) ss

On the 20th day of May, A. D. 1937, personally appeared before me, Chas. L. Smith, and Stewart Cassirer who being by me duly sworn did say, each for himself, that the said Chas. L. Smith is the President, and he, the said Stewart Cassirer is the Secretary of the Mounan Land and Livestock Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Chas. L. Smith and Stewart Cassirer each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

(Seal)
My Commission expires: Feb. 4, 1941

E. C. UNDERHILL
Notary Public, residing
at Salt Lake City, Utah

Recorded at the request of Silas L. Wright at 11:52 A.M. May 24, 1941.
Recorded in Book 37 of Deeds at page 271.

By Maria Clayton Deputy
Fee 40

Sam V. Tunks, Recorder

No. 50366 ✓

QUITCLAIM DEED

CONSOLIDATED HOLDING COMPANY, a corporation of Utah, grantor of Salt Lake City, County of Salt Lake, State of Utah, hereby QUITCLAIM to Silas L. Wright and Ida L. Wright, his wife, grantees of Bernington, Bear Lake County, State of Idaho for the sum of One Dollar and other good and valuable consideration the following described tract of land in Bear Lake County, State of Idaho:

The North half of the Southwest quarter of Section 28, and the North half of the Southeast quarter and the Northeast quarter of the Southwest quarter of Section 29, all in Township 11 South of Range 44 East, Boise Meridian.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 13th day of November, A.D. 1940.

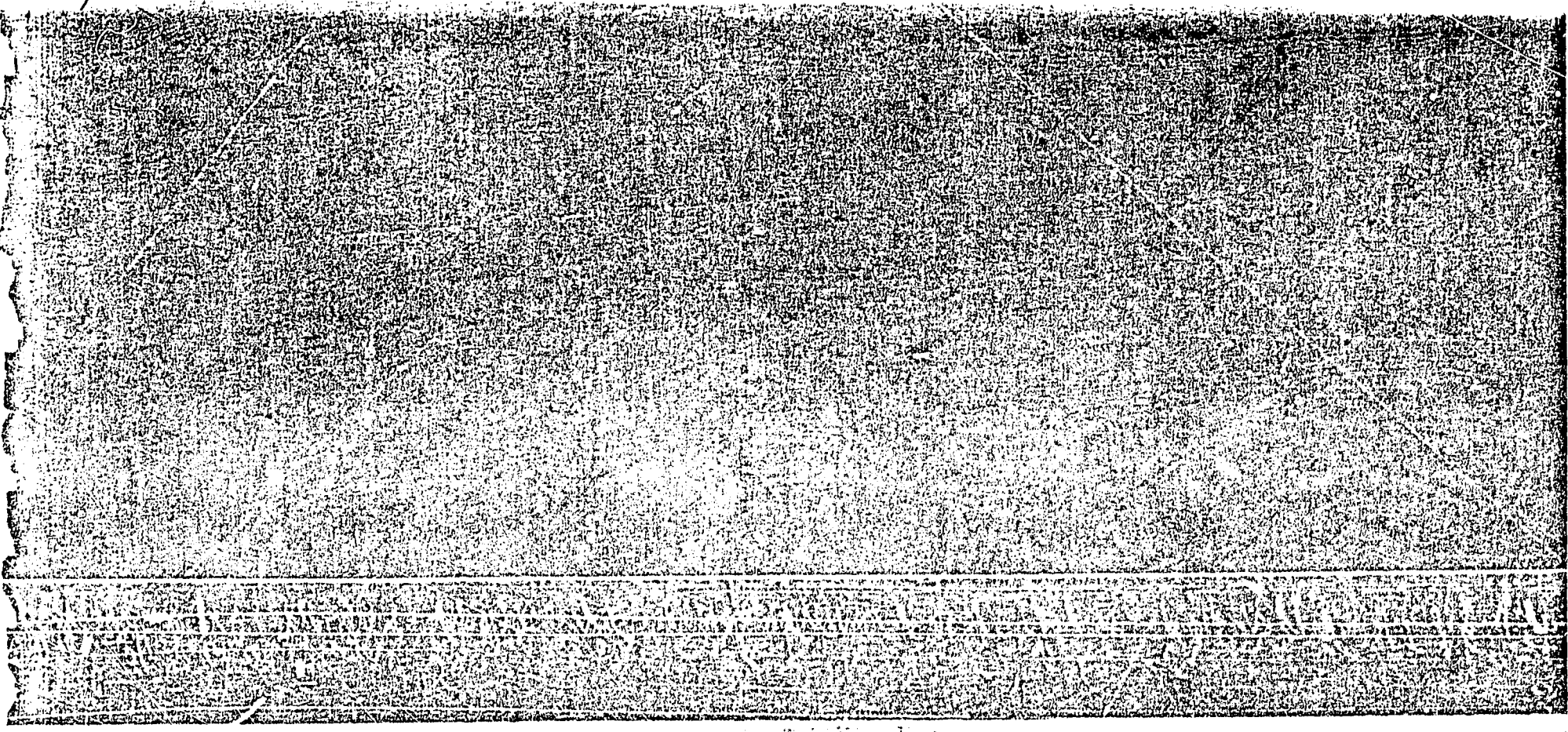
Attest: L. R. WRIGHT, Secretary
(Seal)

CONSOLIDATED HOLDING COMPANY.
Julien Clawson, President

STATE OF UTAH)
County of Salt Lake) ss

On the 13th day of November, A.D. 1940 personally appeared before me Julien Clawson and L. R. Wright who being by me duly sworn did say, each for himself, that he, the said Julien Clawson, is the president, and he, the said L. R. Wright is the Secretary of Consolidated Holding Company, and that the within and foregoing instrument was signed

37/272



272

In behalf of said corporation by authority of a resolution of its board of directors and said Julian Clawson and L. R. Wright each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

(Local)
commission expires April 23, 1943.

ARONA K. EGAN, Notary Public
whose residence is Salt Lake City, Utah

Subscribed to the request of Silas L. Wright at 11:55 A.M. May 24, 1941.
Recorded in Book 37 of Deeds at page 271.

By Marie Clayton Deputy
Sec 802

Sam V. Tunks, Recorder

No. 50367

QUITCLAIM DEED

State of Idaho, hereby SILEN CLARK to Silas L. Wright and Ida L. Wright, his wife, trustees of Bunnings, Bear Lake County, State of Idaho for the sum of One dollar and other good and valuable consideration the following described tract of land in Bear Lake County, State of Idaho:

The North half of the Southeast quarter of Section 28, and the North half of the Southeast quarter, and the Northeast quarter of the Southwest quarter of Section 29, all in Township 11 South, Range 44 East, Boise Meridian.

Together with a perpetual easement (unless sooner released by mutual consent of the parties hereto, or their assigns) on five acres of land for a reservoir and covered by a reservoir, which said five acres is described as being in the Northwest corner of the Northwest quarter of the Southeast quarter, and in the Southwest corner of the Southwest quarter of the Northeast quarter, all in Section 28, Township 11 South, Range 44 East, Boise Meridian, with right of way for a ditch leading from a spring near the west boundary line of the Carbon National Forest into said reservoir, the waters of which spring and reservoir are appurtenant to the above described premises and are included in, and are a part of, the said above conveyance, together with the right for said premises and their assigns, to use upon said easement for the purpose of conducting said reservoir and said ditch.

The grantor hereby reserves to it and its assigns the right to water stock at any and all times at said reservoir, and further, that said reservoir site is never to be fenced by either party.

WARRANTY DEED

For Value Received WELLS C. STOCK and JUNE STOCK, husband and wife,
and ELBERT H. GASS and MILDRED S. GASS, husband and wife,

the grantor s, do hereby grant, bargain, sell and convey unto

GROVE M. PHELPS and ROMA C. PHELPS, husband and wife, and
ALLYN G. PHELPS, a single person,
the grantees s, the following described premises, in Bear Lake County Idaho, to wit:

Tract No. 1

The North Half of the Southwest Quarter of Section 28,
Township 11 South, Range 44 East of Boise Meridian, Idaho;

Tract No. 2

The Northeast Quarter of the Southwest Quarter and the
North Half of the Southeast Quarter of Section 29, Town-
ship 11 South, Range 44 East of Boise Meridian, Idaho; and

Tract No. 3

Beginning at the Northeast Corner of the Northwest Quarter
of the Southwest Quarter of Section 29, Township 11 South,
Range 44 East of Boise Meridian, Idaho, and running thence
South 89 rods to the State Highway; thence Northwesterly
along said highway to the point on the quarter of section
line 24 rods West of the point of beginning; and thence
East along said quarter section line to the point of beginning,

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

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

Dated: October 1, 1969

Wells C. Stock

June Stock

Elbert H. Gass

Mildred S. Gass

STATE OF IDAHO, COUNTY OF Bear Lake

On this 1st day of October, 1969,
before me, a Notary Public in and for said State, personally
appeared

WELLS C. STOCK and JUNE STOCK

Known to me to be the persons whose names s are
subscribed to the within instrument, and acknowledged to
me that s executed the same.

Witness my hand and Notary Public Seal
this 1st day of October, 1969.

STATE OF IDAHO, COUNTY OF

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

at \$5.00 minutes past 12 o'clock

on the 1st day of October, 1969.

In my office, and duly recorded in Book

of Deeds at page

and B. B. B.

Notary Public

My Comm. Expires

Notary Seal

Notary Seal

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WAR. ANTY DEED RECORD, N 58 41.

591

INSTRUMENT No. 59605.

THIS INDENTURE, Made the 25th day of June, in the year of our Lord, one thousand nine hundred and 147, between Silas L. Wright and Ida L. Wright, husband and wife, of Bennington, County of Bear Lake, State of Idaho, parties of the first part, and Samuel L. "Guy" Caldwell, of Georgetown, County of Bear Lake, State of Idaho, party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of ONE HUNDRED AND OTHER VALUABLE CONSIDERATIONS, - - - - - 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, have granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents do GRANT, BARGAIN, SELL, ALIEN, REMISE, RELEASE, CONVEY, and CONFIRM unto the said party of the second part, and to his heirs and assigns forever, all that certain piece or parcel of land, situated in the County of Bear Lake, State of Idaho, and known and described as follows, to-wit:

The North Half of the Southwest quarter of Section 28, and the North half of the Southeast quarter, and the Northeast quarter of the Southwest quarter of Section 29, all in Township 11 South, Range 44 East, Boise Meridian.

Together with a perpetual easement (unless sooner released by mutual consent of the parties hereto, or their assigns) on five acres of land for a reservoir and covered by a reservoir. Which said five acres is described as being in the NW Cor. of the NW 1/4 of Sec. 28, and in the SW Corner of the SW 1/4 of NE 1/4, all in Sec. 28, Twp. 11 S. R. 44 E.B.M., with right-of-way for a ditch leading from a spring near the West boundary line of the Caribou National Forest into said reservoir, the waters of which spring and reservoir are appurtenant to the above described premises and are included in, and are a part of, the said conveyance, together with the right for said grantee and his assigns to go upon said easement for the purpose of repairing said reservoir and said ditch.

\$12.10 Cancelled Documentary Stamps affixed.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining, and the rents, issues and profits thereof, and also all the estate right, title, interest, property possession, claim and demand whatsoever, as well in laws as in equity of the said party of the first part, of, in or to said premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever, and 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, his heirs and assigns against the said parties of the first part, and their heirs and against any and all persons whosoever, lawfully claiming or to claim the same, shall and will warrant and by these presents 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 PRESENCE OF

W. Smith Hoge Silas L. Wright (SEAL)
Ida L. Wright (SEAL)

37/270

said estate hereinafter particularly described, and any other property not now known or discovered, which may belong to the said estate, or in which the said estate may have an interest, be and the same is hereby distributed as follows:

It appearing to the Court that all of the property hereinafter described was the community property of the deceased and Henrietta Speirs, having been acquired during their married life and that Henrietta Speirs the survivor is entitled to receive all of said property and it is hereby ordered by the Court that all and the hereinafter described property be and the same is hereby decreed to Henrietta Speirs the surviving wife of said deceased.

The following is a particular description of the said residue of said estate referred to in this decree, and of which distribution is now ordered as aforesaid:

The South half of Lot five (5) in Block eight (8) of the original Townsite of Centerville, Idaho, together with all water rights thereunto belonging, being more fully described as: Lot five (5) in Block eight (8) in the Centerville Townsite Survey situated in Sec. 3, Twp. 13 S. R. 44 E. S. 4 E., containing 16 acres of land lying and being in the County of Bear Lake State of Idaho, together with all water rights thereunto belonging.

Done in open Court, 14th day of May, 1941.

DON C. HADDOCK
Probate Judge

STATE OF IDAHO, COUNTY OF BEAR LAKE

I, Don C. Haddock, Clerk of the Probate Court of the State of Idaho, in and for Bear Lake County, do hereby certify that the within and foregoing is a full and true copy of the original decree of Settlement of accounts and Final Distribution of the Estate of Horro Speirs, deceased, duly filed in my office 14th day of May, 1941.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court at Paris, Idaho, this 14th day of May, 1941.
(Seal)

DON C. HADDOCK, Clerk

Recorded at the request of Don C. Haddock at 4:40 P.M. May 23, 1941.
Recorded in Book 37 of Records at page 270.

By Marie Clayton Deputy
Rec'd 41.40

Sam V. Tunks, Recorder

No. 80364 ✓

SPECIAL WARRANTY DEED

The Nounan Land and Livestock Company, a Utah corporation qualified to do business in the State of Idaho, grantor, does hereby convey to Silas Wright, grantee, for the sum of Ten and no/100 Dollars (\$10.00) and other valuable consideration, the following described tract of land in Bear Lake County, Idaho:

That portion of the Northwest quarter (NW 1/4) of the Southwest quarter (SW 1/4) of Section Thirtynine (29) lying East of the State Highway No. 11 all in Township eleven (11) South Range North-four (44) East, S. 4 E.

And the grantor does specially warrant the title to said said land against any acts or encumbrances done or incurred by the grantor.

37/270

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IN WITNESS WHEREOF this deed is executed and the seal of the corporation affixed this 25th day of October, 1937.

(Seal)

NOUNAN LAND & LIVESTOCK COMPANY
BY CHAS. L. SMITH, President

State of Utah)
County of Salt Lake) ss

On the 26th day of October 1937, personally appeared before me, Chas. L. Smith who being by me duly sworn did say that he is the President of the Nounan Land & Livestock Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Chas. L. Smith duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My commission expires: September 25, 1941

Notary Public
Residing at Salt Lake City, Utah

55¢ cancelled Documentary stamps affixed.

Recorded at the request of Silas L. Wright at 11:51 A.M. May 24, 1941.
Recorded in Book 37 of Deeds at page 270.

By Marie Clayton, Deputy
Fee 40¢

Sam V. Tunks, Recorder

37/271

No. 50365

SPECIAL WARRANTY DEED

THE NOUNAN LAND AND LIVESTOCK COMPANY, a corporation of the state of Utah, hereon, does hereby convey to Silas L. Wright and Ida L. Wright, his wife, all of its right, title and interest in and to the following described tract of land here and in consideration of the payment of the purchase price of \$2000.00 in accordance with the terms of an agreement entered into by and between the said parties, and warrants the title only against all acts of the seller, the grantor herein; to-wit:

The North half of the Southwest quarter of Section 28 and the North half of the Southeast quarter and the Northeast quarter of the Southwest quarter, Section 2, all in Township 11 South, Range 44 East T. in the County of Bear Lake, State of Idaho.

IN WITNESS WHEREOF this deed is executed this 29th day of May, 1937.

Attest:
Stewart Cosgriff, Secretary
(Seal)

NOUNAN LAND AND LIVESTOCK CO.
Per Chas. L. Smith
President

State of Utah)
County of Salt Lake) ss

On the 29th day of May, A. D. 1937, personally appeared before me, Chas. L. Smith and Stewart Cosgriff who being by me duly sworn did say, each for himself, that he the said Chas. L. Smith is the President, and he, the said Stewart Cosgriff is the Secretary of the Nounan Land and Livestock Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Chas. L. Smith and Stewart Cosgriff each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

(Seal)

My Commission expires: Feb. 4, 1941

E. C. UNDERHILL
Notary Public, residing
at Salt Lake City, Utah

Recorded at the request of Silas L. Wright at 11:52 A.M. May 24, 1941.
Recorded in Book 37 of Deeds at page 271.

By Marie Clayton, Deputy
Fee 40¢

Sam V. Tunks, Recorder

No. 38482

WARRANTY DEED

THIS INDENTURE, made this 26th day of October, in the year One Thousand Nine Hundred and Thirty-three, between HOBART S. CRANE and MARY J. CRANE, his wife, of Riverton, County of Salt Lake, State of Utah, parties of the first part, and NOONAN LAND & LIVESTOCK COMPANY, a corporation of the State of Utah, party of the second part, WITNESSETH:

Said parties of the first part, for and in consideration of the sum of TEN (\$10.00) DOLLARS lawful money of the United States to them in hand paid by said party of the second part, and other valuable considerations, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and by these presents do grant, bargain, sell, convey and confirm unto said party of the second part and its assigns and successors forever, all of the following described real estate situate in Bear Lake County, State of Idaho, to wit:

✓ S $\frac{1}{2}$ of NW $\frac{1}{4}$ of NW $\frac{1}{4}$ and SW $\frac{1}{4}$ of NW $\frac{1}{4}$ and N $\frac{1}{2}$ of NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 14; E $\frac{1}{2}$ of SE $\frac{1}{4}$ of Section 15; all of Section 25; E $\frac{1}{2}$ of SE $\frac{1}{4}$ of Section 26; E $\frac{1}{2}$ of NE $\frac{1}{4}$ of Section 35; all in Township 10 S., Range 43, E., Boise Meridian. W $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 15; E $\frac{1}{2}$ of NE $\frac{1}{4}$ and SE $\frac{1}{4}$ and NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 16; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 19; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ and S $\frac{1}{2}$ of NE $\frac{1}{4}$ and NE $\frac{1}{4}$ of NE $\frac{1}{4}$ and E $\frac{1}{2}$ of SE $\frac{1}{4}$ of Section 20; E $\frac{1}{2}$ and E $\frac{1}{4}$ of NW $\frac{1}{4}$ and SW $\frac{1}{4}$ of NW $\frac{1}{4}$ and W $\frac{1}{2}$ of NW $\frac{1}{4}$ of NW $\frac{1}{4}$ and NE $\frac{1}{4}$ of SW $\frac{1}{4}$ and W $\frac{1}{2}$ of SW $\frac{1}{4}$ of Section 21; N $\frac{1}{2}$ and E $\frac{1}{2}$ of SE $\frac{1}{4}$ and SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 29; NE $\frac{1}{4}$ of Section 30; all in Township 11 S., Range 43 E., Boise Meridian.

The North half; the Southeast quarter; and the North half of the Southwest quarter of Section Six (6), Township Twelve (12) South, Range Forty-four (44) East of the Boise Meridian; the Northwest quarter of Section Five (5), Township Twelve (12) South, Range Forty-four (44) East of the Boise Meridian; also the South half of the Southeast quarter and the Southwest quarter of the Northwest quarter of Section Thirty-one (31), Township Eleven (11) South, Range Forty-four (44) East of the Boise Meridian; the Southwest quarter of Section Thirty-two (32); the Northeast quarter of the Southwest quarter and the North half of the Southeast quarter of Section Twenty-nine (29); the North half of the South half; the Northeast quarter; and the East half of the Northwest quarter of Section twenty-eight (28); the Northeast quarter; the East half of the Southeast quarter; the Southwest quarter of the Southeast quarter; and the Southeast quarter of the Southwest quarter of Section Twenty-one (21), all in Township Eleven (11) South, Range Forty-four (44) East of the Boise Meridian. Together with all water and water rights thereunto belonging or appertaining, and particularly the waters of the stream known as Little Four-Mile Creek, said stream being in Sections 22, 27 and 28, Township 11 South, Range 44 E.B.M., including reservoirs and reservoir sites.

✓ Also, beginning at the Northwest corner of the Northwest quarter of the Southeast quarter of Section Thirty-two (32) Township Eleven (11) South, Range Forty-four (44) East, Boise Meridian, running thence South Twenty (20) chains to the Southwest corner of the said Northwest quarter of the Southeast quarter of Section Thirty-two (32); thence East seven (7) chains, ten (10) links to the County Road; thence North Eighteen (18) degrees 20' West Twenty-one (21) chains forty (40) links; thence West Fifty (50) links to the place of beginning and containing Seven and 60/100 (7.60) acres, more or less, together with all water rights thereunto belonging.

✓ Also, beginning at the Northeast corner of the Northwest quarter of the Southwest quarter of Section Twenty-nine (29), Township Eleven (11) South, Range Forty-four (44) E. B. M.

East of the Boise Meridian. Together with all water and water rights thereunto belonging or appertaining, and particularly the waters of the stream known as Little Four-Mile Creek, said stream being in Sections 22, 27 and 28, Township 11 South, Range 44 E.B.M., including reservoirs and reservoir sites.

Also, beginning at the Northwest corner of the Northwest quarter of the Southeast quarter of Section Thirty-two (32) Township Eleven (11) South, Range Forty-four (44) East, Boise Meridian, running thence South Twenty (20) chains to the Southwest corner of the said Northwest quarter of the Southeast quarter of Section Thirty-two (32); thence East seven (7) chains, ten (10) links to the County Road; thence North Eighteen (18) degrees 20' West Twenty-one (21) chains forty (40) links; thence West Fifty (50) links to the place of beginning and containing Seven and 60/100 (7.60) acres, more or less, together with all water rights thereunto belonging.

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Also, beginning at the Northeast corner of the Northwest quarter of the Southwest quarter of Section Twenty-nine (29), Township Eleven (11) South, Range Forty-four (44) E., B. M. running thence South Eighty (80) rods to the State highway; thence North westerly along said highway to a point on the quarter section line twenty-four (24) rods West of the point of beginning; thence East along said quarter section line to point of beginning, together with all water and water rights thereunto belonging.

Read presented this 13th March 1937 with 1st Amendment being attached 257
Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, 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 said parties of the first part.

TO HAVE AND TO HOLD all and singular the above mentioned and described premises, together with the appurtenances, unto the party of the second part and to its assigns and successors 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, its successors and assigns, against the said parties of the first part and their heirs, and against all and every person or persons whomesoever, lawfully claiming or to claim the same, shall and will and by these presents 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:

Marguerite Delury
Marguerite Delury

Heber S. Crane (L.S.)
Mary J. Crane (L.S.)

WARRANTY DEED RECORD No. 33

Instrument No. 37798

THIS INDENTURE, Made the 14th day of March, in the year of our Lord one thousand nine hundred and thirty-three, between P. I. Crane, and Annie Marie Crane, his wife, of Nounan, County of Bear Lake, State of Idaho, part 1st of the first part; and Heber J. Crane, of Riverton, Salt Lake County, County of Salt Lake State of Utah, party of the second part:

WITNESSETH, That the parties 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 paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents do GRANT, BARGAIN, SELL, ALIEN, REMISE, RELEASE, CONVEY and CONFIRM, unto the said party of the second part, and to his heirs and assigns forever, all that certain parcels of land, situated in the County of Bear Lake, State of Idaho, and known and described as follows, to-wit:

The North half; the Southeast quarter; and the North half of the Southwest quarter of Section six (6), Township twelve (12) South, Range forty four (44) East of the Boise Meridian; the Northwest quarter of Section five (5), Township twelve (12) South, Range forty-four (44) East of the Boise Meridian; also the South half of the Southeast quarter and the Southwest quarter of the Northwest quarter of Section thirty-one (31) Township eleven (11) South, Range forty-four (44) East of the Boise Meridian; the Southwest quarter of Section thirty-two (32) the Northeast quarter of the Southwest quarter and the North half of the Southeast quarter of Section twenty-nine (29); the North half of the South half; the Northeast quarter; and the East half of the Northwest quarter of Section twenty-eight (28); the Northeast quarter; the East half of the Southeast quarter; the Southwest quarter of the Southeast quarter; and the Southeast quarter of the Southwest quarter of Section twenty-one (21), all in Township eleven (11) South, Range forty-four (44) East of the Boise Meridian. Together with all water and water rights thereunto belonging or appertaining, and particularly the waters of the stream known as Little Four-Mile Creek, said stream being in Sections 22, 27, and 38, Township 11 South, Range Forty-four E.B.M., including reservoirs and reservoir sites.

Also, beginning at the Northwest corner of the Northwest quarter of the Southeast quarter of Section Thirty-two (32), Township eleven (11) South, Range forty-four (44) East, Boise Meridian, running thence South twenty (20) chains to the Southwest corner of the said Northwest quarter of the Southeast quarter of Section Thirty-two (32); thence East seven (7) chains, ten (10) links to the County Road; thence North Eighteen (18) degrees 20' West Twenty-one (21) chains, forty (40) links thence West fifty (50) links to the place of beginning, and containing Seven and 60/100 (7.60) acres, more or less, together with all water rights thereunto belonging.

Also, beginning at the Northeast corner of the Northwest quarter of the Southwest quarter of Section twenty-nine (29), Township eleven (11) South, Range forty-four (44) E. B. M., running thence South eighty (80) rods to the State Highway; thence Northwesterly along said Highway to a point on the quarter section line twenty-four (24) rods West of the point of beginning; thence East along said quarter section line to a point of beginning, together with all water and water rights thereunto belonging.

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Also, beginning at the Northwest corner of the Northwest quarter of the Southeast quarter of Section Thirty-two (32), Township eleven (11) South, Range forty-four (44) E, Boise Meridian, running thence South twenty (20) chains to the Southwest corner of the said Northwest quarter of the Southeast quarter of Section Thirty-two (32); thence East seven (7) chains, ten (10) links to the County Road; thence North Eighteen (18) degrees 20' East Twenty-one (21) chains, forty (40) links thence West fifty (50) links to the place of beginning, and containing Seven and 60/100 (7.60) acres, more or less, together with all water rights thereunto belonging.

Also, beginning at the Northeast corner of the Northwest quarter of the Southwest quarter of Section twenty-nine (29), Township eleven (11) South, Range forty-four (44) E, B. M., running thence South eighty (80) rods to the State Highway; thence Northwesterly along said Highway to a point on the quarter section line twenty-four (24) rods West of the point of beginning; thence East along said quarter section line to a point of beginning, together with all water and water rights thereunto belonging.

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A. J. Butterfield

Franklin T. Crane
Annie Jane Crane

(SEAL)

(SEAL)

STATE OF ^{Utah} ~~Idaho~~,
COUNTY OF ^{Salt Lake} ~~Benjamin~~ ss.

UNITED STATES OF AMERICA

On this 14 day of March, in the year of our Lord one thousand nine hundred and thirty three, before me, A. J. Butterfield a Notary Public within and for said County and State, personally appeared Franklin T. Crane, sometimes known as F. T. Crane and Annie Jane Crane, his wife, personally known to me to be the person whose name is subscribed to the within instrument, and duly acknowledged to me that they executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal, the day and year in this certificate above written.

(SEAL)

A. J. Butterfield
Notary Public

Recorded at request of L. E. Gardner
at 3:25 o'clock M. this 31st day of March, A. D. 1933

Sam V. Tunks

County Recorder.

Ernest P. H. H. H. Deputy

DEED RECORD.

THIS INDENTURE, made this 24th day of March in the year of our Lord one thousand nine hundred and 1903 between James G. Crane and Sarah J. Crane his wife of the County of Franklin State of Idaho parties of the first part, and William D. Crane and Franklin T. Crane sons of James G. Crane of Bennington County of Bear Lake State of Idaho parties of the second part:

WITNESSETH, that the said part 1st of the first part, for and in consideration of the sum of Seven thousand five hundred and no DOLLARS, in hand paid by the said part 2nd of the first part the receipt whereof is hereby acknowledged, and the said part 1st of the second part forever released and discharged therefrom, have granted, bargained, sold, remised, released, alienated and confirmed, and by these presents do grant, bargain, sell, remise, release, alien and confirm unto the said parties of the second part, and to their heirs and assigns forever, all the following described lot, piece or parcel of land, situated in the County of Bear Lake and State of Idaho and known and described as follows, to-wit:

The south west 1/4 of section east 1/4, the south 1/2 of south west 1/4 and the south east 1/4 of south west 1/4 of section Twelve, eight, the north half of south east 1/4, the south east 1/4 of south east 1/4, and the south west 1/4 of section twenty nine of the south half of south east 1/4 section thirty one also the west 1/2 of the north half of section thirty five all above lands in Township 11 North Range 14 East B. M. Also the north west 1/4 of section five lots one and two of section six, also the south east 1/4 of section seven, all in Township 12 North Range 14 East B. M. together with all water and water rights belonging to or used in connection with the above described lands, especially all the water flowing in what is known as "gray mile creek" in Bear Lake County, Idaho flowing through said lands, also all my right title and interest in and to the water flowing in three miles or less downstream in Bear Lake County, Idaho.

TOGETHER WITH ALL AND SINGULAR, the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever of the said parties of the first part, either in law or equity, of, in and to the above bargained premises with the hereditaments and appurtenances.

TO HAVE AND TO HOLD, the said premises above bargained and described, with the appurtenances, unto the said parties of the second part, their heirs and assigns forever.

And the said part 1st of the first part, for himself and heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said part 2nd of the second part, their heirs and assigns, that at the time of the executing and delivering of these presents they are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form aforesaid; and that the same are free and clear of all former or other grants, bargains, sales, liens, taxes, assessments and incumbrances of what kind or nature soever, except promissory notes made by the said James G. Crane in the year 1903 and amounting to the sum of seven thousand five hundred and no dollars and the above bargained premises are not subject to any other liens or incumbrances of any kind or nature soever except the above mentioned promissory notes and the above bargained premises are not subject to any other liens or incumbrances of any kind or nature soever except the above mentioned promissory notes and the above bargained premises are not subject to any other liens or incumbrances of any kind or nature soever except the above mentioned promissory notes and the above bargained premises are not subject to any other liens or incumbrances of any kind or nature soever except the above mentioned promissory notes and the above bargained premises are not subject to any other liens or incumbrances of any kind or nature soever except the above mentioned promissory notes and the above bargained premises are not subject to any other liens or incumbrances of any kind or nature soever except 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incumbrances of any kind or nature soever except the above mentioned promissory notes and the above bargained premises are not subject to any other liens or incumbrances of any kind or nature soever except the above mentioned promissory notes and the above bargained

WARRANTY DEED.

This Indenture, Made the Eighteenth day of April in the year of our Lord One Thousand Nine Hundred and thirteen BETWEEN Thomas M. Mumford and John H. Mumford, Partners as Mumford Brothers

in the County of Bear Lake and State of Idaho, parties of the first part, and James H. Leane of same Co and State the party of the second part, WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Seven Hundred and Sixty 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, have granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all that certain piece or parcel of land known and described as follows, to-wit:

Lots one and two of Section 6 Township 12 South and the south half of the South East 1/4 of Section 31 in Township 11 South of Range (44) East 13. N. Containing One hundred and Sixty (160) acres.

Also, The north east 1/4 of the south east 1/4 and the north half of the South West 1/4 and the north west 1/4 of the South East 1/4 of Section 29 in Township (11) South of Range 44 East of Boise Meridian, Containing One hundred and Sixty acres by Government Survey, together with all water rights appertaining or belonging.

Both above tracts of land being in Bear Lake County Idaho.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the rents, issues, and profits thereof; and, also, all the estate, right, title, interest, property, possession, claim and demand whatsoever, as appurtenances.

well in law as in equity, of the said parties of the first part, of, in or to said premises, and every part and parcel thereof, with the,

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, 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 his heirs and assigns, against the said parties of the first part, and their heirs, and against any and all persons, whomsoever, lawfully claiming or to claim the same, shall and will warrant, and by these presents 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

D. M. Christian, Notary Public, Signature of Thomas M. Mumford
L. B. Christian, Notary Public, Signature of John H. Mumford

Thomas M. Mumford
John H. Mumford

UNITED STATES OF AMERICA.

STATE OF IDAHO,

County of Bear Lake

On this Eighteenth day of April in the year of our Lord One Thousand Nine Hundred and thirteen before me, Dr. Meade, Notary Public at Idaho, Public within and for Bear Lake County, in the State of Idaho, duly commissioned and qualified, personally appeared Thomas M. Mumford

whose name is subscribed to the annexed instrument as first party thereto, personally known to me to be the same person described in and who executed the said annexed instrument as first party thereto and duly acknowledged to me that he executed the same free, and voluntarily, and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed My Notarial Seal at my office in Meridian State of Idaho, the day in this certificate

WARRANTY DEED. - Irrigation Age Printing House, Salt Lake City, Utah.

This Indenture, Made the 12th day of December in the year of our Lord One Thousand Eight Hundred and Ninety one BETWEEN G. B. Gray

in the County of Bear Lake and State of Idaho, part y of the first part, and J. M. Munford and J. H. Munford partners as Munford Bros the parties of the second part, WITNESSETH, That the said part of the first part, for and in consideration of the sum of Seven Hundred DOLLARS, lawful money of the United States of America, to him in hand paid by the said part of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, all that certain piece or parcel of land known and described as follows, to-wit:

The North east Quarter of the South East Quarter and the north half of the South West Quarter and the north west Quarter of the South East Quarter of Section Twenty nine (29) in Township Eleven (11) South of Range Forty Four (44) East Containing one Hundred & Sixty acres by government Survey together with all water rights appertaining or belonging

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the rents, issues and profits thereof; and, also, all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said part y of the first part, of, in or to said premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said parties of the second part, and to their heirs and assigns forever; and the said part y of the first part, and his heirs, the said premises, in the quiet and peaceable possession of the said parties of the second part: their heirs and assigns, against the said part y of the first part, and his heirs, and against any and all 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

John A. Bagley

G. B. Gray



UNITED STATES OF AMERICA.

STATE OF IDAHO,

County of Bear Lake.

On this 12th day of December in the year of our Lord One Thousand Eight Hundred and Ninety one before me John A. Bagley a Notary Public within and for Said County, in the State of Idaho, duly Commissioned and qualified, personally appeared G. B. Gray

whose name is subscribed to the annexed instrument as granting part y thereof, personally known to me to be the same person described in and who executed the said annexed instrument as part y thereof and duly acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed Notarial Seal as my office in Manifesto State of Idaho, the day in this certificate first above written.



John A. Bagley
Notary Public.

TOGETHER with all and singular the tenements, hereditaments and appurtenances therunto belonging, or in anywise appertaining, and the rents, issues and profits thereof; and, also, all the estate, right, title, interest property, possession, claim and demand whatsoever, as well in law as in equity, of the said part of the first part, of, in or to said premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said part of the second part, and to their heirs and assigns forever; and the said part of the first part, and his heirs, the said premises, in the quiet and peaceable possession of the said part of the second part their heirs and assigns, against the said part of the first part, and his heirs, and against any and all 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 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

John A. Bagley

L. C. Gray



UNITED STATES OF AMERICA.

STATE OF IDAHO,

County of Bear Lake.

On this 13th day of December in the year of our Lord One Thousand Eight Hundred and Twenty one before me John A. Bagley Notary Public within and for said County, in the State of Idaho, duly Commissioned and qualified, personally appeared L. C. Gray

whose name is subscribed to the annexed instrument as granting part of thereto, personally known to me to be the same person described in and who executed the said annexed instrument as part of thereto and duly acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed Notarial Seal at my office in Meridian State of Idaho, the day in this certificate first above written.



John A. Bagley
Notary Public

Filed for Record at request of D. E. Carrington the 21st day of April A. D. 1890 at 11 o'clock A. M.

James E. Hunt
County Recorder Bear Lake Co., Idaho.
Elmer Hunt Deputy Recorder.

Fee, \$

This Indenture, Made the thirteenth day of April in the year of our Lord One Thousand Eight Hundred and Ninety Three BETWEEN Thomas M. Mumford and John H. Mumford Partners as Mumford Brothers of the County of Bear Lake and State of Idaho, parties of the first part, and James H. Burtinshaw of Idaho place the part of the second part, WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Twenty Thousand DOLLARS, lawful money of the United States of America, to them in hand paid by the said parties of the second part the receipt whereof is hereby acknowledged, as represented, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, remise, release, convey and confirm unto the said parties of the second part, and to his heirs and assigns forever, all that certain piece or parcel of land known and described as follows, to-wit:

The North half of the South West $\frac{1}{4}$ and the South East $\frac{1}{4}$ of the South West $\frac{1}{4}$ and North West $\frac{1}{4}$ of South East $\frac{1}{4}$ of Section 28 in Township 11 South of Range 44 East B. M. Containing 160 acres of land. Also the West $\frac{1}{2}$ of the North West $\frac{1}{4}$ of Section 29. And the South $\frac{1}{2}$ of the South West $\frac{1}{4}$ of Section 29 in Township 11 South of Range 44 East B. M. Containing 160 acres of land. All above land in Bear Lake County Idaho. Also all the water rights belonging to said land and especially all the waters flowing in what is known as "Faw Lake Creek" in Bear Lake County Idaho and flows through said land, and all my right title and interest in and to the waters flowing in "Three Mile Creek" and "John Dumas Creek" in Bear Lake County Idaho.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the rents, issues and profits thereof; and also, all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said parties of the first part, of, in or to said premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said parties 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 parties of the second part his heirs and assigns, against the said parties of the first part, and their heirs, and against any and all persons, whomsoever, lawfully claiming or to claim the same, shall and will warrant, and by these presents forever defend.

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

Signed, Sealed and delivered in the presence of

D. M. Burtinshaw witness to signature of Thomas M. Mumford
L. L. Burtinshaw witness to signature of John H. Mumford

Thomas M. Mumford (SEAL)
John H. Mumford (SEAL)

UNITED STATES OF AMERICA.

STATE OF IDAHO,

County of Bear Lake.

On this thirteenth day of April in the year of our Lord One Thousand Eight Hundred and Ninety Three before me Del Meade Austin a Notary Public within and for Bear Lake County, in the State of Idaho, duly Commissioned and qualified, personally appeared Thomas M. Mumford

whose name he subscribed to the annexed instrument as first part of thereof, personally known to me to be the said person described in and who executed the said annexed instrument as first part of thereof and duly acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at my office in Meridian State of Idaho, the day in this certificate first above written.

State of Idaho
County of Washington

Del Meade Austin
Notary Public

On the fourth day of May 1903 before me L. L. Burtinshaw a Notary Public within and for said County duly Commissioned. Personally appeared John H. Mumford whose name is subscribed to the annexed instrument as first party thereof known to

DEED RECORD.

161

THIS INDENTURE, made this Fourth day of February in the year of our Lord one thousand eight hundred and ninety eight between Green C. Patton & Annie Patton his wife of the County of Adair State of Iowa of the first part, and J. L. Gray of the County of Adair State of Iowa of the second part:

WITNESSETH, that the said Green C. Patton & Annie Patton of the first part, for and in consideration of the sum of Three hundred in cash paid by the said party of the second part, the receipt whereof is hereby acknowledged, and the said party of the second part forever released and discharged therefrom, he granted, bargained, sold, remised, released, alienated and conveyed, and by these presents do grant, bargain, sell, remise, release, alien and confirm unto the said party of the second part, and to his heirs and assigns forever, all the following described lot, place or parcel of land, situated in the County of Adair and State of Iowa and known and described as follows, to-wit:

The North East quarter of the South East quarter and the North half of the South West quarter and the North West quarter of the South East quarter of section twenty nine (29) township eleven (11) South of range forty four (44) E. 5, Base Meridian, together with all water rights belonging or appertaining

TOGETHER WITH ALL AND SINGULAR, the hereditaments and appurtenances therunto belonging or in any wise appertaining, and the reversion, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said party of the second part he heirs and assigns forever.

And the said party of the first part, for their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said party of the second part he heirs and assigns, that at the time of the enrolling and delivering of these presents they are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid; and that the same are free and clear of all former or other grants, bargains, sales, liens, taxes, assessments and incumbrances of what kind or nature soever; except a mortgage of the same premises to the said party of the second part by the said party of the first part on the date of the enrolling of this deed and the above bargained premises in the quiet and peaceable possession of the said party of the second part he heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will warrant and 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 presence of
A. H. Duxon
Green C. Patton
Annie Patton

to of Ann of the second part:

WITNESSETH, that the said Ann of the first part, for and in consideration of the sum of Three hundred

dollars paid by the said part of the second part, the receipt whereof is hereby acknowledged, and the said part of the second part forever released and discharged therefrom, do granted, bargained, sold, remised, released, alienated and conveyed, and by these presents do grant, bargain, sell, remise, release, alien and confirm unto the said part of the second part, and to his heirs and assigns forever, all the following described lot, piece or parcel of land, situated in the County of Beauregard and State of Idaho and known and described as follows, to-wit:

The North East quarter of the South East quarter and the North half of the South West quarter and the North West quarter of the South East quarter of section twenty nine (29) Township eleven (11) South of Range forty four (44) East, Boise Meridian, together with all water rights belonging or appertaining

TOGETHER WITH ALL AND SINGULAR, the hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever of the said part of the first part, either in law or equity, of, in and to the above bargained premises with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said part of the second part his heirs and assigns forever.

And the said part of the first part, for their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said part of the second part his heirs and assigns, that at the time of the sealing and delivering of these presents they are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid; and that the same are free and clear of all former or other grants, bargains, sales, liens, taxes, assessments and incumbrances of what kind or nature soever; except a mortgage of \$2000 of W. H. Reiley and a mortgage of \$1000 of W. H. Reiley, which mortgages are to be cancelled on delivery of the deed and filing of same, and the above bargained premises in the quiet and peaceable possession of the said part of the second part his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said part of the first part shall and will warrant and 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 presence of

H. H. Dutton

Green C. Patton

(Seal)

Annie Patton

(Seal)

(Seal)

(Seal)

(Seal)

STATE OF IDAHO,

Ada } ss.
County of Beauregard.

On this 11th day of February, A. D. 1898.

before me, Notary Public in and for said County,

personally appeared Green C. Patton and Annie Patton

his wife, personally known to me (satisfactorily proved to me on the oath of a competent and credible witness by me duly sworn for that purpose), to be the persons whose names are subscribed to the within instrument, the said Annie Patton described as a married woman, and the said Green C. Patton

and Annie Patton his wife, each of them, acknowledged to me that they respectively executed the same.

And on this 11th day of February, A. D. 1898, before me, the officer above described, personally appeared the said Annie Patton known to me (satisfactorily proved to me on the oath of a competent and credible witness by me duly sworn for that purpose), to be the person whose name is subscribed to the within instrument, described as a married woman and the wife of the said Green C. Patton

and upon an examination without the hearing of her husband, I made her acquainted with the contents of the said instrument, and thereupon she acknowledged to me that she executed the same and that she does not wish to retract such execution.

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

H. H. Dutton

My Commission expires 189

Notary Public

Filed for record by me on this 11th day of February, A. D. 1898

at the request of me

12/28

Witnessed:

Signed Randolph Snodgrass
Alex Ellenbeck

State of Idaho }
County of Bear Lake } On this 9th day of June A.D. 1903 before me
J. C. Gray a Notary Public in and for said County of Bear Lake
personally appeared Randolph Snodgrass and Alex Ellenbeck who signed
the within instrument and acknowledged to me that they executed
the same.

In Witness Whereof I have hereunto set my hand and affixed
my Notarial Seal the day and date of this certificate just
above written

(Seal)

J. C. Gray

Notary Public

Recorded at request of James E. Exame June 11th 1903 at 9-100 W
By Elmira Hart
Deputy

James E. Hart

County Recorder

The United States of America

To all to whom these presents shall come Greeting:

Homestead Certificate No 2179

Application 5574

Whereas there has been 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
pursuant to the Act of Congress approved 20th May 1862 "To secure
Homesteads to Actual Settlers on the Public Domain" and the act
supplemental thereto the claim of Green C. Patton has been estab-
lished and duly consummated, in conformity to law, for the
North East Quarter of the South East Quarter the North Half of

the south west quarter and the north west quarter of the south east quarter of Section twenty nine, in Township eleven South of Range forty four East of Boise Meridian in Idaho, Containing one hundred and sixty acres according to the official Plat of the survey of the said Land returned to the General Land Office by the surveyor General. Now know ye that there is therefore granted by the United States unto the said Green C. Patton the tract of Land above described, To have and to hold the said tract of Land with the appurtenances thereof unto the said Green C. Patton 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 William M. Kinley 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 October in the year of our Lord one thousand eight hundred and ninety seven, and of the Independence of the United States the one hundred and twenty second

By the President William M. Kinley

By F. M. McKean Secretary

C. H. Brush Recorder of the General Land Office

Recorded Vol 6² Page 149

Recorded at request of D. M. Lusk June 15th 1903 at 11 a m.
at El Paso

Nº 432

RECEIVED

AUG 30 1976

Department of Water Resources
Eastern District Office

AFFIDAVIT OF PUBLICATION

STATE OF IDAHO,
County of Bear Lake

ss.

Loren W. Thompson
being duly sworn,

deposes and says:

That he is the *publisher* of THE NEWS-EXAMINER, a weekly newspaper published at Montpelier, in the County of Bear Lake and State of Idaho; and said paper has been and is in general circulation in the county aforesaid, and in the vicinity of Montpelier; that the advertisement, a copy of which is attached hereto, was published in said newspaper once a week for *two* consecutive weeks in the regular and entire issue of said paper during the period and time of publication, and was published in the newspaper proper and not a supplement; that said paper has been established and regularly published for more than seventy-eight consecutive weeks prior to the date of first publication of said advertisement.

Such notice was published in the issue beginning with *August 5, 1976*, and ending with the issue of *August 12, 1976*.

Fees, *15.72*

Subscribed and sworn to before me this *12* day of *August*, 19*76*.

Manda L. Thompson
Notary Public, Residing at Montpelier, Idaho
My Commission Expires *March 13, 1979*

NOTICE OF CLAIM TO A WATER RIGHT

NO. 11-4053

Notice is hereby given that Grove M. Phelps & or Roma C. Phelps & or Allyn G. Phelps, Montpelier, Idaho have filed a claim to a water right established by diversion and application to beneficial use of 2.00 cubic feet per second of water from Little Three Mile Creek and Rowley Canyon Creek tributary to sinks with point of diversion in the NE 1/4 SW 1/4, Sec. 28, T. 11S, R. 44E, B.M., Bear Lake County.

The water is claimed to be used from Jan. 1 to Dec. 31 for stockwatering purposes for 400 head of ewes with lambs and 40 head of cows, and from Apr. 15 to Oct. 15 for the irrigation of 80 acres with a priority of June 15, 1903 the place of use is within the N 1/2 SW 1/4, Sec. 28, T. 11S, R. 44E, B.M.

Any exception to this claim of water right may be filed with the Idaho Department of Water Resources, 1515 Lincoln Road, Idaho Falls, Idaho, 83401.

R. KEITH HIGGINSON
Director

Published in the News-Examiner, Montpelier, Idaho on August 5 and August 12, 1976.

Aug 5-12

July 21, 1976

Mr. Grove M. Phelps
Star Route #2
Montpelier, Idaho 83254

Dear Mr. Phelps:

We have returned your claim to a water right and your check No. 92-286 in the amount of \$10.00. Also enclosed are the documents you submitted. We find it necessary to return your claim because of a few discrepancies.

We have taken the liberty of retyping your claim, but will need information for Item 5A, if the indicated description is incorrect. Only the original point of diversion needs to be shown. I assume the reservoir was put in much later.

Item 5b, we need the description of the original diverting works such as headgates, weirs, or ditches.

In Item 2, we need the amount of water needed for livestock watering; and in Item 6b, name the kind of livestock and amount that is watered.

Please note, the names of the claimants have been changed to read "and/or" between each name. This way it only takes one signature. Otherwise, all three of you would have to sign before a notary.

Please review this claim for correctness, make the necessary changes, sign before a notary public, and return with the statutory filing fee and the documents originally submitted. We will then be happy to begin processing your claim. If you prefer, you may include the above information on a separate sheet and we will complete your claim when it is returned.

If you have any questions concerning this matter, please feel free to contact me.

Very truly yours,

LOY H. JOHNSON
Senior Water Resource Agent

LHJ:CW

Attachment

Enclosures



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
EASTERN DISTRICT

Cecil D. Andrus
Governor

R. Keith Higginson
Director

1515 Lincoln Road
Idaho Falls, Idaho 83401
(208) 523-7186

July 16, 1976

Mr. Grove M. Phelps
Star Route #2
Bennington, Idaho 83219

Dear Mr. Phelps:

Pursuant to your telephone request, please find enclosed an application for permit with instructions and a claim to a water right form.

If you need further assistance in completing these forms, please feel free to contact me.

Very truly yours,

LOY H. JOHNSON
Senior Water Resource Agent

LHJ:CW

Enclosures

Dear Mr. Johnson:

Enclosed will you please find maps and deeds (photostats) of land and usage ~~usage~~ of water. If you need any further information to substantiate our claim to this water, or if I have filled out any of the blanks improperly please let me know. Thanks again.

Also filing fee of \$10.00

Grove M. Phelps

RECEIVED

JUL 28 1976

Department of Water Resources
Eastern District Office

Montpelier, Idaho

Star Rt. 2
July 26, 1976

State of Idaho Department of Water Resources
1515 Lincoln Road
Idaho Falls, Idaho 83401

Attention Mr. Loy H. Johnson

Dear Mr. Johnson:

Requested in your letter of July 21 was information regarding Item 5A or point of diversion. It appears that the original point of diversion was at the mouth of the canyon at the time the ditch was constructed to convey the stream to the point of use directly below the reservoir.

Your map does not show this ditch, but it has been used to convey the stream to the irrigated land, both winter and summer, many years. The reservoir has been in use to store water for irrigation and stock watering almost from the very first.

In Item 5b, the only description of the original diverting works that I can find would perhaps be a small fill at the mouth of the canyon to divert the water from an old wash into the ditch. The water has been in this ditch so many years that one can hardly see where it went before.

In Item 2 you ask the amount of water needed for livestock watering. There are about 400 ewes and their lambs and 40 head of cattle that water on stream during the summer months.

I would appreciate it if you would complete the claim with above information as you see fit.

As you have requested I have Had the "Claim to a Water Right" notarized and am returning it along with supporting papers and the statutory filing fee.

Thank you again for your interest in this matter, and I hope the above is what you need in processing this claim. We would be pleased to pay any costs incurred in a field inspection.

Very truly yours,

Greve M. Phelps
Greve M. Phelps

July 28, 1976

RE: Claim to a Water Right No. 11-4053

Mr. Grove M. Phelps
Star Route #2
Montpelier, Idaho 83254

Dear Mr. Phelps:

Attached herewith is departmental receipt No. 2484 in the amount of \$10.00 for the above referenced claim.

Very truly yours,

RONALD D. CARLSON
Supervisor,
Eastern Region

RDC:CW

Attachment

NOTICE OF CLAIM TO A WATER RIGHT

NO. 11-4053

Notice is hereby given that Grove M. Phelps &/or Roma C. Phelps &/or
Allyn G. Phelps, Montpelier, Idaho

have ~~has~~ filed a claim to a water right established by diversion and application
to beneficial use of 2.00 cubic feet per second ~~acre feet per annum~~
of water from Little Three Mile Creek and Rowley Canyon Creek tributary to sinks
with point of diversion in the NE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 28, T. 11S, R. 44E, B.M.,
Bear Lake County

The water is claimed to be used from Jan. 1 to Dec. 31 for stockwatering
purposes for 400 head of ewes with lambs and 40 head of cows, and from Apr. 15
to Oct. 15 for the irrigation of 80 acres

with a priority of June 15, 1903 ;
the place of use is within the N $\frac{1}{2}$ SW $\frac{1}{4}$, Sec. 28, T. 11S, R. 44E, B.M.

Any exception to this claim of water right may be filed with the Idaho
Department of Water Resources, 1515 Lincoln Road, Idaho Falls, Idaho, 83401.

R. KEITH HIGGINSON

Director

Published in the News Examiner, Montpelier, Idaho

on August 5 and August 12, 1976

me-
D. J. -
me-
D. J. -

July 29, 1976

RE: Claim to a Water Right No. 11-4053 PHELPS

News Examiner
P.O. Box 278
Montpelier, Idaho 83254

Gentlemen:

Enclosed you will find a legal notice which we wish to have published once a week for two consecutive weekly issues of your newspaper. We have inserted the publication dates allowing time for you to submit us a galley proof for review before publication.

After sending us a galley proof, proceed with the publication on the dates we have inserted, assuming the notice is correct. If we have any corrections, we will notify you before the first publication. If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill.

Very truly yours,

RONALD D. CARLSON
Supervisor,
Eastern Region

Bill submitted 8-30-76 by CW

RDC:CW

Enc: Legal Notice (1)

July 30, 1976

RE: Claim to a Water Right No. 11-4053

Mr. Grove M. Phelps
Star Route #2
Montpelier, Idaho 83254

Dear Mr. Phelps:

We have taken the liberty to making copies of the documents you submitted to substantiate your claim to a water right and are returning the originals for your records.

Very truly yours,

LOY H. JOHNSON
Senior Water Resource Agent

LHJ: CW

Enclosures

RECEIVED

AUG 11 1976

Department of Water Resources
Eastern District Office

Montpelier, Idaho
Star Rt. 2
August 10, 1976

State of Idaho Department Of Water Resources
1515 Lincoln Rd
Idaho Falls, Idaho 83401

Attention Mr. Loy H. Johnson

Dear Mr. Johnson:

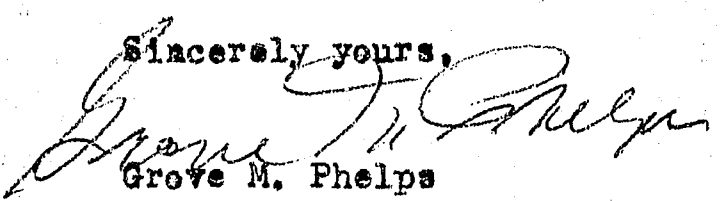
Enclosed would you please find other deeds in addition to those already submitted to your office to further substantiate the claim which we have made to the water originating in "little Three Mile and Rowley Canyon".

Also a statement from Mr. Dean Wright, a professional man living in Salt Lake, who came home to visit his mother Sunday and upon my telling him about the situation relating to the water on the old place offered his statement.

Mr. Guy Caldwell is now living in Moses Lake, Washington. I think he also would verify that usage of this water was on this place only. If you want I will write him.

Thank you again for your interest in this matter.

Sincerely yours,


Grove M. Phelps

August 11, 1976

RE: Claim to a Water Right No. 11-4053

Mr. Grove M. Phelps
Star Route #2
Montpelier, Idaho 83254

Dear Mr. Phelps:

This office is in receipt of the additional evidence you have submitted in support of your claim to a water right. We have taken the liberty of making copies of this information and entering them in your claim file. Please find enclosed your original documents.

If you have any questions concerning this matter, please feel free to contact me.

Very truly yours,

LOY H. JOHNSON
Senior Water Resource Agent

LHJ:cw

Enclosures



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
EASTERN DISTRICT

Cecil D. Andrus
Governor

R. Keith Higginson
Director

1515 Lincoln Road
Idaho Falls, Idaho 83401
(208) 523-7186

August 18, 1976

RE: Claim to a Water Right No. 11-4053 PHELPS

Mr. Robert M. Crane
Star Route #1
Montpelier, Idaho 83254

Dear Mr. Crane:

We have received the exception dated August 11, 1976, filed against the above referenced claim to a water right. The following is a quote from the provisions of the Idaho Code under which this claim has been filed:

42-225b. Recording of claims by department-----Corrections.-----

.....
.At any time after filing a claim under the provisions of this section, any person who disagrees that a right has been established as set forth in said claim may file an exception thereto in duplicate, in affidavit form, accompanied by such proof as said person deems appropriate. An exception filed shall be made a part of the file of the claim in the Department of Water Administration (renamed Department of Water Resources, July 1, 1974) and shall be considered the same as other evidence in said file. A copy of an exception filed shall be forwarded to the claimant by the Department of Water Resources. Such claims may be corrected by the claimant only by filing of an amended claim in the same form as the original which shall be recorded and numbered by the Department the same as the original for which no additional filing fee shall be required.

Only the above action has been contemplated by the Idaho Legislature and we are not authorized to hold hearings or evaluate for conformation or final censorship of the described rights.

If you have any questions regarding this matter, please contact us.

Very truly yours,

RONALD D. CARLSON
Supervisor, Eastern Region

RDC:CW



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
EASTERN DISTRICT

Cecil D. Andrus
Governor

R. Keith Higginson
Director

1515 Lincoln Road
Idaho Falls, Idaho 83401
(208) 523-7186

August 18, 1976

RE: Claim to a Water Right No. 11-4053

Grove M. Phelps
Star Route #2
Montpelier, Idaho 83254

Dear Mr. Phelps:

Enclosed please find a copy of the exception filed by Robert M. Crane in connection with your Claim No. 11-4053. The following is a quote from the provisions of the Idaho Code under which this claim has been filed:

42-225b. Recording of claims by department-----Corrections.-----

.....
.At any time after filing a claim under the provisions of this section, any person who disagrees that a right has been established as set forth in said claim may file an exception thereto in duplicate, in affidavit form, accompanied by such proof as said person deems appropriate. An exception filed shall be made a part of the file of the claim in the Department of Water Administration (renamed Department of Water Resources, July 1, 1974) and shall be considered the same as other evidence in said file. A copy of an exception filed shall be forwarded to the claimant by the Department of Water Resources. Such claims may be corrected by the claimant only by filing of an amended claim in the same form as the original which shall be recorded and numbered by the department the same as the original for which no additional filing fee shall be required.

Only the above action has been contemplated by the Idaho Legislature and we are not authorized to hold hearings or evaluate for conformation or final censorship of the described rights.

If you have any questions regarding this matter, please contact us.

Very truly yours,

RONALD D. CARLSON
Supervisor, Eastern Region

RDC:CW

Enclosure

August 23, 1976

RE: Claim to a Water Right No. 11-4053 PHELPS

News Examiner
P.O. Box 278
Montpelier, Idaho 83254

Gentlemen:

Would you please submit an affidavit of publication and certified bill in connection with the above referenced application. The legal notice was to have been published in your paper on August 5 and August 12, 1976.

Your cooperation in this matter is greatly appreciated.

Very truly yours,

RONALD D. CARLSON
Supervisor,
Eastern Region

RDC:CW

cc: IDWR - State Office

RECEIVED

AUG 23 1976

Department of Water Resources
Eastern District Office

Montpelier, Idaho
Star Rt. 2
August 19, 1976

State of Idaho
Department of Water Resources
1515 Lincoln Road
Idaho Falls, Idaho 83401

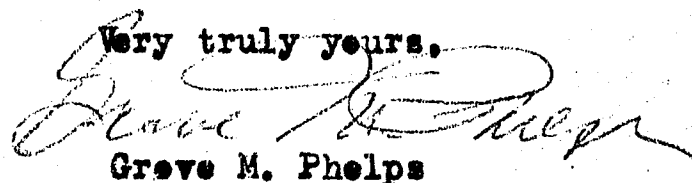
Re: Notice of Claim of
a water right
No. 11-4053

Gentlemen:

In reply to the exception filed by Mr. Robert M. Crane wherein he stated that water had not been used for a period of eighteen years I have written to Mr. Guy Caldwell for his statement as to the landdate upon which he used irrigation water prior to putting the farm in the soil bank. I hope to have that reply shortly and will submit it to you.

As to livestock watering at the present time we do not run livestock on that part of our ranch. We do own 300 head of ewes and 250 head of cattle and were anticipating pasturing part of this land, thereby restoring its fertility since the majority of it has been dry-farmed so many years that it has become depleted. By putting in a gravity-flow sprinkling system and cross-fencing we can greatly improve the productivity of this land.

Very truly yours,


Grove M. Phelps

August 30, 1976

RE: Claim to a Water Right No. 11-4053

Grove M. Phelps
Star Route #2
Montpelier, Idaho 83254

Dear Mr. Phelps:

The Department of Water Resources has completed the processing of your claim to a water right and no further action is authorized under Section 42-225a and 42-225b, Idaho Code. Your claim will be retained in our files and will be available at any time for use by you or the court.

As you are aware, the filing of your claim does not, in itself, guarantee you a water right; it only records and preserves the information and the evidence which you included in your claim.

If, at a later date, you find that you have additional information or supporting evidence that you would like to have included in your claim file, you may have that information or evidence added at any time. Please refer to your claim number when corresponding with this office.

We are enclosing, for your records, a copy of your claim. If you have any questions or if we can be of further assistance, please feel free to call upon us.

Very truly yours,

RONALD D. CARLSON
Supervisor,
Eastern Region

RDC:CH

Enc: Copy of Claim

September 16, 1976

RE: Claim to a Water Right No. 11-4053

Mr. Grove M. Phelps
Star Route #2
Montpelier, Idaho 83254

Dear Mr. Phelps:

The evidence in your claim file indicates no water has been used beneficially on your property for the past fourteen (14) years. I refer you to Section 42-222 of the Idaho Code which states in part, "All rights to the use of water acquired under this chapter or otherwise shall be lost and forfeited by a failure for the term of five (5) years to apply it to the beneficial use for which it was appropriated....."

It would, therefore, seem appropriate for you to make application for permit and consider the development you are proposing as a new appropriation. For your convenience, I have included an application for permit with instructions.

If you have further questions in this matter, please feel free to contact me.

Very truly yours,

RONALD D. CARLSON
Supervisor,
Eastern Region

RDC:cw

Enclosures

M E M O

TO: The File - 11-4053

FROM: Ron Carlson

DATE: December 6, 1976

The claimant is claiming a June 15, 1908 priority. However, the exception from Robert Crane states that no water from the source claimed has been used on the described lands for the past 18 years. Grove Phelps' letters of August 19, 1976, and September 15, 1976, seems to support this.

Grove Phelps filed application for permit no. 11-7098 for 1.60 c.f.s. of water on October 27, 1976.

RECEIVED

AUG 15 1976

Department of Water Resources
Eastern District Office

Star Route # 1
Montpelier, Idaho 83254

August 11, 1976

State of Idaho
Department of Water Resources
1515 Lincoln Road
Idaho Falls, Idaho 83401

Gentlemen:

Re: Notice of Claim of
a Water right
No. 11-4053

Exception is hereby made to the cited claim of Grove M. Phelps and/or Roma C. Phelps and/or Allyn G. Phelps, as to that part thereof claiming water for irrigation of 80 acres and stockwatering purposes.

The use of stock water is not admitted, and there has been no irrigation of the cited lands during the last eighteen years.

Very truly yours,

Robert M. Crane
ROBERT M. CRANE

Subscribed and sworn to before me this day of August, 1976.

Myrna Archibald
NOTARY PUBLIC for the State of Idaho.
Residing at *Boise Springs*
My commission expires: *June 18, 1979*

RECEIVED

SEP 15 1976

Department of Water Resources
Eastern District Office

Montpelier, Idaho
Star Rt. #2
Sept. 14, 1976

Re. Claim to a Water Right No. 114053

State of Idaho Department Of Water Resources
1515 Lincoln Road, Idaho Falls, Idaho 83401

Dear Mr. Carlson:

Your letter of August 30 has been received indicating that additional information could be included in our claim. Having a reply from Mr. Caldwell I am forwarding it to you.

Since you mention that your office makes no ruling in matters of this nature, could you tell me what is the status of this claim in relation to that of the other two parties involved? Also how I should proceed to obtain legal right.

From my observation it appears that no one has really made beneficial use of this water since Mr. Caldwell put the land we now own in the soil bank, but now with gravity-flow sprinkler irrigation this is a very valuable little stream of water to which we thought we had right when we bought the ranch.

At the time we first acquired this property we went to Mr. William B. Crane indicating our desire to use the water-- to which he objected. Later he agreed to sharing the water in a sprinkling system, but would not get his money together to share in an installation.

I would be grateful for any information you are able to give me.

Very sincerely yours,



Greve M. Phelps

To whom this may concern

This statement concerns the water from Raleigh canyon an three mile creek, I used this water the year prior to the time the soil bank was started, which I believe was 1962

Samuel L. Caldwell

RECEIVED

SEP 15 1976

Department of Water Resources
Eastern District Office