

State of Idaho)
 : ss
Bear Lake County,)

On this Eighth day of June in the year of our Lord one thousand nine hundred fifteen before me, Edwin L. McClave, a Notary Public in and for said County in the State aforesaid, personally appeared George T. Thornock and Mary E. Thornock, his wife, personally known to me to be the persons whose names are subscribed to the within instrument and duly acknowledged to me that they executed the same.

My Commission expires Mar. 8th, 1916.

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

Edwin L. McClave.

6127.

(Seal)

Notary Public.

Recorded at request of Utah Power & Light Co. July 2nd, 1915, at 45 min. past 11 o'clock A.M.

H. H. Broomhead.

Auditor & Recorder.

No. 12151.

A G R E E M E N T.

Hereby we acknowledge receipt from Utah Power & Light Company, a corporation of Maine, by the hands of Frederick Steigmeyer, its Agent, of the sum of Five Hundred Dollars in full consideration and payment (a) for rights-of-way for dykes by it recently constructed on and over Lots One, Two and Three of Section Thirty, Township Thirteen South Range Forty Four East B. B. & M., Bear Lake County, Idaho; (b) for maintaining in the future said dykes, which we hereby covenant to do; (c) for the easement and right unto said corporation, its successors and assigns, hereby by us granted, to divert, release and impound upon, from and over said lots waters now and/or in the future upon or flowing thereto, to the full quantities and extent resulting from the maintaining said dykes, and also other dykes and a dam or dams and a gate situate on lands owned by others than us, including said corporation; (d) for all demands, claims and accounts against said corporation and having in any manner to do with, or directly or indirectly connected with, said lots, or any part thereof, or any crops which grew or failed to grow, or which might have grown, or which may grow or fail to grow thereon; (e) for settlement of all contentions, differences and issues, past, present and future, between us and either of us on the one hand and said corporation, its predecessors-in-interest, its successors or assigns on the other hand, arising or to arise, directly or indirectly, out of the construction, operation and/or maintenance, in Bear Lake County, Idaho, of the works and improvements of said corporation, or out of the use of said works for the purposes for which same were designed and/or are now being used.

To our foregoing covenants and receipt, for the consideration above mentioned, we hereby bind our heirs and all our grantees (other than said corporation) of said lots or any part thereof, and do hereby agree that such covenants and receipt shall extend and inure to the benefit of the successors and assigns of said corporation.

Witness our hands at Larnark, Idaho, this Seventh day of June A. D. 1915.

(cancelled 50¢ Revenue stamp).

Charles A. Wallantine.
Elizabeth Wallantine.

State of Idaho)
 : ss
Bear Lake County.)

On this seventh day of June in the year of our Lord one thousand nine hundred and fifteen before me, Edwin L. McClave, a Notary Public in and for said County in the State aforesaid, personally appeared Charles A. Wallantine and Elizabeth Wallantine, his wife, personally known to me to be the persons whose names are subscribed to the within instrument, and duly acknowledged to me that they executed the same.

My commission expires Mar. 8, 1916.

(Seal)

IN WITNESS WHEREOF, I have hereunto set my hand and hereto affixed my Notarial Seal the day and year in this Certificate first above written.

Edwin L. McClave.

6128.

(Seal)

Notary Public.

Recorded at request of Utah Power & Light Company, July 2nd, 1915, at 50 min. past 11 o'clock A. M.

H. H. Broomhead.

Auditor & Recorder.

No. 12160.

C E R T I F I C A T E O F R E D E M P T I O N.

State of Idaho)
 : ss
County of Bear Lake)

I, M. B. Cherry, Treasurer of the Montpelier Irrigation District of Montpelier, Idaho, county of Bear Lake, do hereby certify that all assessments for the year 1909 on the following described lands, belonging to _____ have been fully paid, and I hereby release all claim of said District to said land by virtue of said assessments and sale thereof. Viz:

Lots 1-2-3-4-5-6 & 7 Block 1 Huff's Addition to City of Montpelier.
Lots 3 & 4 Block 2 Brennan & Davis' Addition to City of Montpelier.
Lot 1 Block 4 Bagley's Extension to City of Montpelier. All in Bear

Lake County, Idaho.

Witness my hand as said Treasurer at Montpelier, Idaho, this 7 day of July, 1915.

(Signed) M. B. Cherry.

Treasurer Montpelier Irrigation District.

Recorded at request of E. L. McClave, July 7th, 1915, at 5 min. past 1 o'clock P. M.

H. H. Broomhead. Auditor & Recorder.

COPY

\$500

SCANNED

FEB 06 20

IN CONSIDERATION of the foregoing, the individuals aforesaid hereby covenant and agree with said Company, its successors and assigns, as follows:

1. To acknowledge and hereby do acknowledge the receipt from said Company of said Four Hundred Dollars, by the hands of its Agent, Frederick Steigmeyer, by his check No. 5, dated May fourth, 1915.

2. To use and enjoy said lands, last above mentioned as to be used and enjoyed by them, for haying and pasturage purposes, subject only to the uses thereof in the future (if found necessary by it) of said Company, or of its successors or assigns (if found necessary by them or any one of them) for its or their purposes as hereinbefore in its second covenant limited; and in so using and enjoying said lands they will maintain their "Rich's Dam" and other necessary improvements.

3. To make no claim or demand, now or in the future, against said Company, its predecessors, successors or assigns, for or on account of the use (past, present and future) by it or them, of roads, gates, lanes and private ways (extending into or across lands owned by them or any one or more of them) unless (as to future use) said Company, its successors or assigns, shall be careless and negligent in leaving open such gates; and do hereby receipt and release said Company, its predecessors-in-interest, successors or assigns for, on account of and from all claims and demands (past, present and future) they or any one or more of them may now or hereafter have, arising directly out of or in any manner having to do with the construction, operation and/or maintenance in said County of works or improvements by said Company, its predecessors, successors or assigns, for its purposes as in its second covenant herein limited.

IT IS MUTUALLY UNDERSTOOD AND AGREED by and between the parties hereto that all the covenants and agreements of said individuals herein contained shall be and remain binding on the heirs and all assigns of said individuals and/or of any one or more of them; further, that none of the covenants herein set forth and by said Company to be kept or performed shall become binding upon it unless nor until this agreement shall have been executed by its Vice-President and General Manager.

WITNESS the hands of said individuals hereunto set at Paris, Idaho, and the corporate name of said Company hereunto subscribed by its above-named Agent, on this fourth day of May, A. D. 1915.

EXECUTED IN DUPLICATE.

As to said individuals, signed in the presence of Stanley Howell, W. E. Ballantyne.

Wm. L. Rich.
Mark Sutton
Jacob Hess
A. J. Beteman.

(50¢ cancelled Revenue stamp.)

As to said Company, signed in the presence of: A. E. Burdette.)

UTAH POWER & LIGHT COMPANY
By Frederick Steigmeyer.
Its Agent.

APPROVED:

C. E. Groesbeck.
Its Vice-President & General Manager.

O.K. RAM.

STATE OF IDAHO)
County of Bear Lake) ss

On this 17th day of May in the year of nineteen hundred fifteen, before me, J. Russell Shepherd, a duly appointed, qualified, commissioned and acting Notary Public in and for said County in the State aforesaid, personally appeared William L. Rich, Mark Sutton, Jacob Hess and A. J. Beteman, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

My commission expires Mar. 24th, 1915.

IN WITNESS WHEREOF, I hereunto set my hand and hereunto affix my Notarial Seal on the day and year in this Certificate first above written.

J. Russell Shepherd.
Notary Public

(SEAL)

Recorded at request of Utah Power & Light Company, July 1st, 1915, at 30 min. past 11 o'clock A. M.

E. H. Broomhead.
Auditor & Recorder

No. 12150.

A G R E E M E N T.

Hereby we acknowledge receipt from Utah Power & Light Company, a corporation of Maine, by the hands of Frederick Steigmeyer, its Agent, of the sum of Two hundred fifty Dollars, in full consideration and payment (a) for rights-of-way for dykes by it recently constructed on and over Lots Three and Four of Section Eighteen and Lot One of Section Nineteen all in Township Thirteen South Range Forty-four (44) East B. B. & M., in Bear Lake County, Idaho; (b) for maintaining in the future said dykes, which we hereby covenant to do; (c) for the easement and right unto said corporation, its successors and assigns, hereby by us granted, to divert, release and impound upon from and over said Lots waters now and/or in the future upon or flowing thereto, to the full quantities and extent resulting from the maintaining said dykes, and also other dykes and a dam or dams and a gate situate on lands owned by others than us, including said corporation; (d) for all demands, claims and accounts against said corporation and having in any manner to do with, or directly or indirectly connected with, said Lots, or any part thereof, or any crops which grew or failed to grow, or which might have grown, or which may grow or fail to grow thereon; (e) for settlement of all contentions, differences and issues, past, present and future, between us and either of us on the one hand and said corporation, its predecessors-in-interest, its successors or assigns, on the other hand, arising or to arise, directly or indirectly out of the construction, operation and/or maintenance, in Bear Lake County, Idaho of the works and improvements of said corporation, or out of the use of said works for the purpose for which same were designed and/or are now being used.

To our foregoing covenants and receipt, for the consideration above mentioned, we hereby bind our heirs and all our grantees (other than said corporation) of said Lots or any part thereof, and do hereby agree that such covenants and receipt shall extend and inure to the benefit of the successors and assigns of said corporation.

Witness our hands at Bloomington, Idaho, this Eighth day of June A. D. 1915.
(Cancelled Revenue 50¢ stamp.)

George T. Thornock. Mary E. Thornock.

thousand nine hundred fifteen before J. Edwin L. McClave, a Notary Public in _____ for said County in the State aforesaid, personally appeared James C. Olson and Eliza Olson, his wife, personally known to me to be the persons whose names are subscribed to the within instrument and duly acknowledged to me that they executed the same.

My commission expires Mar. 8th, 1916.

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

Edwin L. McClave,
Notary Public.

(Seal)

Recorded at request of E. L. McClave, June 9th, 1915, at 25 min. past 11 o'clock A. M.

E. M. Broomhead

Auditor and Recorder.

No. 12084.

DEPARTMENT OF THE INTERIOR.
UNITED STATES LAND OFFICE BLACKFOOT, IDAHO.
C E R T I F I C A T E.
Homestead.

Sec. 2291 R. S. TCP
Auth. "FS" 4-9-15
Serial No. 059-HE 13000.
Receipt No. 13000--1265289.

Patent to contain provisions, reservations, conditions and limitations of the Act July 17, 1914. (38 Stat. 509).

June 7, 1915.

IT IS HEREBY CERTIFIED, that, pursuant to the provisions of Section 2291, Revised Statutes of the United States, George Bateman, Bloomington, Idaho, has made payment in full for NE $\frac{1}{4}$ Section 21 Township 14 South, Range 43 East Boise Meridian, Idaho, containing 160 acres.

NOW, THEREFORE, BE IT KNOWN, that, on presentation of this Certificate to the COMMISSIONER OF THE GENERAL LAND OFFICE, the said George Bateman shall be entitled to receive a Patent for the land above described. If all then be found regular.

Joseph T. Carruth.
Register.

Note: A duplicate of this Certificate is issued to the claimant as notice of the acceptance of the proof and payment and of the allowance of the entry by the Register and Receiver.

The original is forwarded to the General Land Office, with the entry papers, for approval by the Commissioner of the General Land Office and issuance of Patent.

The duplicate copy forwarded to the claimant should be held until notice of issuance of patent is received.

In all correspondence concerning the entry in connection with which this Certificate issued, refer to the NAME OF THE LAND OFFICE and the SERIAL NUMBER noted thereon.

Approved _____ By _____ Division.

Recorded at request of George Bateman, June 9th, 1915, at 15 min. past 4 o'clock P. M.

E. M. Broomhead.
Auditor and Recorder.

No. 12088.

T A X D E E D.

THIS INDENTURE, made this 8th day of June A. D. 1915, between M. B. Cherry, Treasurer of the Montpelier Irrigation District, party of the first part and Montpelier Irrigation District, party of the second part.

WITNESSETH, That whereas, under and by virtue of Section 2410 of Chapter 5, Title 14 of the Revised Statutes of Idaho, an assessment was levied for the year 1907, upon the following described land in the name of Joseph Jones and the taxes not having been paid on said land, it was advertised, with other land, in the delinquent list in the Montpelier Examiner, a newspaper published in said District, for a period of four weeks, the first publication being on the 7th day of August A. D. 1908, and the last publication being on the 21st day of August A. D. 1908, and on the 7th day of September following, the said M. B. Cherry, Treasurer of the Montpelier Irrigation District, offered said land for sale, as provided by law, to satisfy the claim of said district for such assessment and tax, which amounted to \$51.14, including penalties and costs, and the Montpelier Irrigation District being the bidder who was willing to take the least quantity or the smallest portion of the interest in said land, or lot, and pay the taxes, costs and charges due thereon, the following described tract was sold and struck off to the said Montpelier Irrigation District for the sum of \$51.14.

AND WHEREAS, No person has redeemed the property so sold during the time allowed by law for its redemption, now therefore,

THIS INDENTURE WITNESSETH, that M. B. Cherry, Treasurer of the Montpelier Irrigation District, by virtue and in pursuance of the Statute in such case made and provided, and for and in consideration of the sum of fifty one and 14/100 Dollars lawful money of the United States of America in hand paid, has granted, bargained, sold, conveyed and confirmed and by these presents does grant, bargain, sell, convey and confirm unto the aforesaid Montpelier Irrigation District, its successors and assigns, forever, all of the following described piece or parcel of land, to-wit:

Lot two (2) being the North half of the south west quarter of Section Five (5) in Township thirteen (13) South of Range forty four (44) East of Boise Meridian containing 80 acres.

Also part of Lot five (5), being that part of said Lot lying East of Bear River and being in the east half of the south east quarter of Section Six (6) in Township Thirteen (13) South of Range forty four (44) East of Boise Meridian, containing seventy and two-hundredths (70.02) acres, more or less.

Also Lots five (5) and Six (6) in Block sixteen (16) of the original Townsite of Montpelier, Idaho, as shown on Plat "A" of said Townsite and recorded in Plat Book "B" of the records of Bear Lake County, Idaho.,

as fully and absolutely as he, the said Treasurer of the Montpelier Irrigation District can lawfully sell and convey the same, together with the appurtenances thereunto belonging and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, possession and claim, as well in law as in equity of the said Joseph Jones and all owners or claimants