

STATE OF NEVADA

**PROOF OF APPROPRIATION OF WATER FOR STOCK WATERING
OR WILDLIFE PURPOSES**

(1) Name of claimant Duncan Family 2002 Trust
6500 Old Emigrant Rd. of Lovelock,
Street Address or PO Box City or Town
Nevada 89419
State and ZIP Code

(2) Source of water Upper Black Canyon Spring
Name of natural water source

(3) The water is diverted by:
Natural spring, spring box, and via pipeline into trough

Dam, ditch, pipe line, natural channel, spring area, etc.

(4) The water is diverted at the following point(s):
NE1/4SE1/4, Sec. 17, T29N, R31E, MDM

Describe as being within a 40-acre subdivision of public survey, and by course and distance to a section corner. If on unsurveyed land it should be stated.
Diversion over a channel reach must be described by course and distance to a section corner for both the beginning and end of such.

(5) The water is impounded in Trough and natural spring over-flow
Troughs, tanks, pools, reservoir, natural channel, etc.

(6) The construction of the ditch or other works was begun Natural spring prior to 1905, and other works beginning in 1962
and completed Natural spring prior to 1905, and other works in approximately 1962
Date

(7) The nature of the claimant's title to the land upon which the source of water and place of use are located is:
The land was grazed by claimant's predecessors as part of the public domain. This property comprises a portion of claimant's grazing license and allotment.

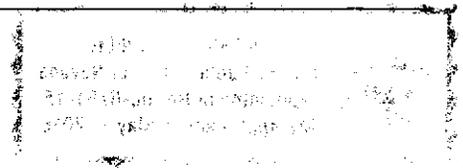
Patented, deeded, public domain with grazing permit, etc.

(8) The claimant's water right was not recorded in the office of the County Recorder of
County, at Page of Book of

NOTE - Failure to record in the county in no way invalidates a water right, but if water right was so recorded, supply full information under (8).

(9) The approximate number of animals watered by the claimant during the first year Prior to 1865
Date
was 100 cattle horses sheep or wildlife (describe)

The watering was conducted during each of the following months:
Unknown



*Lovelock Valley
4-73
Pr*

(10) The approximate number of animals watered by the claimant in subsequent years was as follows:
50 head of cattle

If water was not used, or used in reduced quantity at any time, full information as to causes and duration of non-use should be given.

(11) The amount of water which has been necessary to be diverted for this purpose has been

0.0031 cubic feet per second.

448.83 gallons per minute equals 1 cubic foot per second

(12) The works are located at:

NE1/4SE1/4, Sec. 17, T29N, R31E, MDM.

Describe as being within a 40-acre subdivision, section, township and range of public survey. If on unsurveyed land, it should be stated.

Remarks

See Coal Canyon Poker Brown Allotment Water Use Summary, and Affidavit of Water Use Abigah E. Duncan

The undersigned, being first duly sworn, deposes and says that the facts relative to the appropriation of water by
Abigah Duncan and predecessors are full and correct to the best of his/her knowledge and belief.

If proof is not made by claimant, deponent should state on this line by virtue of what authority he/she represents the claimant.

Duncan Family 2002 Trust

Name of Claimant

By Abigah E. Duncan

Telephone No. (775) 273-0855

Abigah E. Duncan

PO Box 532

Lovelock, NV 89419

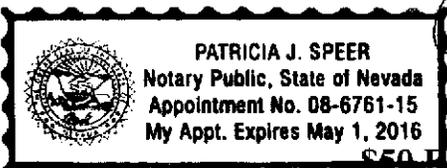
Telephone No. (775) 273-0855

Subscribed and sworn to before me this 24 day of March, 20 13

Notary Public in and for the County of Joshua

My commission expires May 1, 2016

Patricia J. Speer



STATE ENGINEER
2013 APR - 1
RECEIVED
4:17

\$50 FILING FEE MUST ACCOMPANY PROOF

**AFFIDAVIT OF WATER USE
ABIGAH E. DUNCAN
RE: UPPER BLACK CANYON SPRING**

State of Nevada)
) ss.
County of Pershing)

I, Abigah Elum Duncan, do hereby swear, under penalty of perjury, that the assertions of this affidavit are true to the best of my knowledge and belief:

1. My name is Abigah Elum Duncan or “Bige,” and sometimes referred to as AE Duncan or Abigah Elum Duncan Sr.
2. I am a resident of Pershing County, Nevada. My address is 6500 Old Emigrant Road, Lovelock, NV 89419. My phone number is 775-273-0855.
3. I was born in Duncan, Arizona on February 25, 1920. As of the date of this affidavit I am 93 years old.
4. I make this affidavit in support of claiming a vested water right for stock water on the Coal Canyon-Poker Allotment, USDI, BLM Permit #00104.

Real Property Ownership

5. In 1946 I acquired property in Pershing County, Nevada. Before that time, I lived on a ranch in Kingman, Arizona with my parents Gus and Nora Duncan. In July of 1946, the drought forced us to relocate, so we loaded all of our stock onto railroad cattle cars and I rode the train with the livestock headed north. The stock and I departed the train in Lovelock, Nevada. From there, my parents and I drove (via horseback) our livestock to Kitten Springs. We camped out with the livestock on the Kitten Springs ranch until I purchased the Salinas Ranch in October of 1946.
6. The ranch property I acquired is described as the Salinas Ranch, now known as the Duncan Ranch and is more particularly described as more than 4900 acres located in Pershing County, Nevada; our various parcels are located within T28N R32E, T29N R32E, T29N R33E MDM, and 80 acres in T32N R34E MDM. Our private property is located south of Rye Patch Dam along the Humboldt River in Pershing County. See Exhibit 1.
7. At the time I acquired the property it was understood that I purchased a 485 head permit, including all water, water rights, ditch, ditch rights, range, range rights and grazing permits. I have purchased additional railroad parcels since that time.

8. The Duncan Ranch is currently titled to the Duncan Family 2002 Trust and is operated by Bige, Maxine, Dan, Joan, and Abigah John "AJ" Duncan.

Grazing Use and Grazing Preference

9. As part of my ranching operation, I first began grazing cattle and horses on the Star Peak Allotment in 1946. The Star Peak Allotment was located on the east side of the railroad. There were no fences on the allotments and I grazed our cattle with other permittees on the allotments. In 1954, I sold some of my property in the Star Peak Allotment and moved to the Rochester Allotments.
10. In 1946, the grazing season of use was from November 1st to June 30th. At the end of the grazing season, the cattle were brought to our private ground along the Humboldt River, where they remained from July 1st to October 31st. Each year we repeated this cycle, continuing to turn out the cattle onto the allotment from November to June and bring the cattle to the river from July to October.
11. In 1960, I acquired a railroad lease from Henry Brink on the west side of the railroad in the Poker allotment. Later in the 1960s, I acquired William "Bill" Able's grazing permit on the west side of the railroad in the Poker Allotment. A map and documents from the BLM of the grazing area is attached as Exhibit 2. I continued the November to June grazing pattern from 1946 until 1967 in the Poker Allotment.
12. In 1967 the United States Department of Interior, Bureau of Land Management ("BLM") adjudicated the grazing rights for the Rochester and Poker Allotments. The adjudication was completed in 1971.
13. As a result of the BLM adjudication, the Rochester Allotment and Poker Allotment were fenced and I was issued a grazing permit known as the Coal Canyon Poker Allotment Permit #00104. I relinquished some of my grazing ground in the Rochester Allotment, on the east side of the railroad to the other permittees in exchange for BLM fencing my allotment, as well as to become the sole permittee in the Coal Canyon Poker Allotment. A map of my grazing allotment is attached as Exhibit 3, and a copy of my grazing permit is attached as Exhibit 4.
14. My grazing permit authorizes me to run 2587AUMs year around, utilizing different pastures or locations within the allotment at different times of the year. We continue to bring the cattle to our private ground along the Humboldt River from July 16th until October 31st. November 1st we turn the cattle out on our range rotating from the west side of the railroad to the east side of the railroad each year.
15. Since 1946, I have made continuous use of the grazing preferences on the Coal Canyon Poker Allotment.
16. I, or my son, have made continuous use of our grazing preference pursuant to the terms of the grazing permit since 1946 to the present day.

Water Use

17. One of the primary water sources for stock use, which supports my grazing rights under Grazing Permit #00104 on the Coal Canyon Poker Allotment, is known as the Upper Black Canyon Spring.
18. The Upper Black Canyon Spring is located in the NE1/4SE1/4, Sec. 17, T29N, R31E, MDM. Exhibit 5.
19. Stock water from the Upper Black Canyon Spring is diverted by a natural spring and delivered into a metal trough at NE1/4SE1/4, Sec. 17, T29N, R31E, MDM.



Note: photo taken while water is not in use.

20. Water from Upper Black Canyon Spring is delivered via the spring box through a pipe and impounded in a metal trough and natural pond. The over flow from the trough runs into the pond then flows southwardly down the wash.
21. Construction of the delivery and impoundment structures associated with the Upper Black Canyon Spring began in 1962. Construction of the described works was completed in cooperation with the BLM. The 1962 cooperative agreement between Abigah Duncan and the BLM provided that Duncan would furnish 30' pipe and the labor to install the trough and spring box. The BLM would do the digging and furnish the barrels and trough. The agreement stated that it would remain in force for an indefinite period. Exhibit 6.
22. Also in 1962, the BLM drafted a letter reporting its intent to build a reservoir in the drainage between Trinity and Black Canyon. Exhibit 7.
23. Prior to the new delivery and impoundment, water was used by the stock in the natural stream channel. The stock use first began prior to 1864. In that year, J.B. Brown utilized water from then unnamed spring now known as the Upper Black Canyon Spring.

24. As explained in the Coal Canyon Poker Brown Water Use History, submitted concurrently herewith, this source was expressly included in an 1880 deed from Peter Andrews to Peter Marker, predecessor owners of land currently owned by the Duncan Family 2002 Trust. Exhibit 8.

BLM Brass cap has project number and date of 1962.

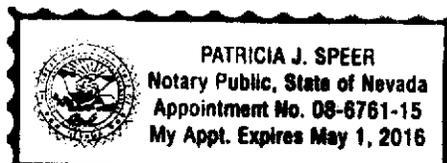


25. Since 1962, I or my son Dan, have made continuous use of water from the Upper Black Canyon Spring for stock water use.
26. Every other year, we use this source of water. Generally up to 50 head of cattle water at this spring.
27. We have used water in this manner from the Upper Black Canyon Spring every other year in conjunction with our grazing permit from 1962 to the present day.
28. Every other year we perform routine maintenance on the spring for continued efficient stock water use. The 1962 BLM Cooperative Maintenance Agreement provides an indefinite term for spring maintenance by Duncans. The water at this spring flows year round.

DATED this 24 day of March, 2013.


Abigah Elum Duncan

SUBSCRIBED AND SWORN to before me by Abigah Elum Duncan this 24 day of March, 2013.



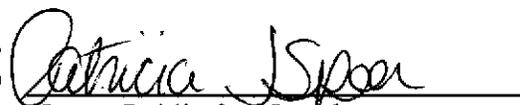
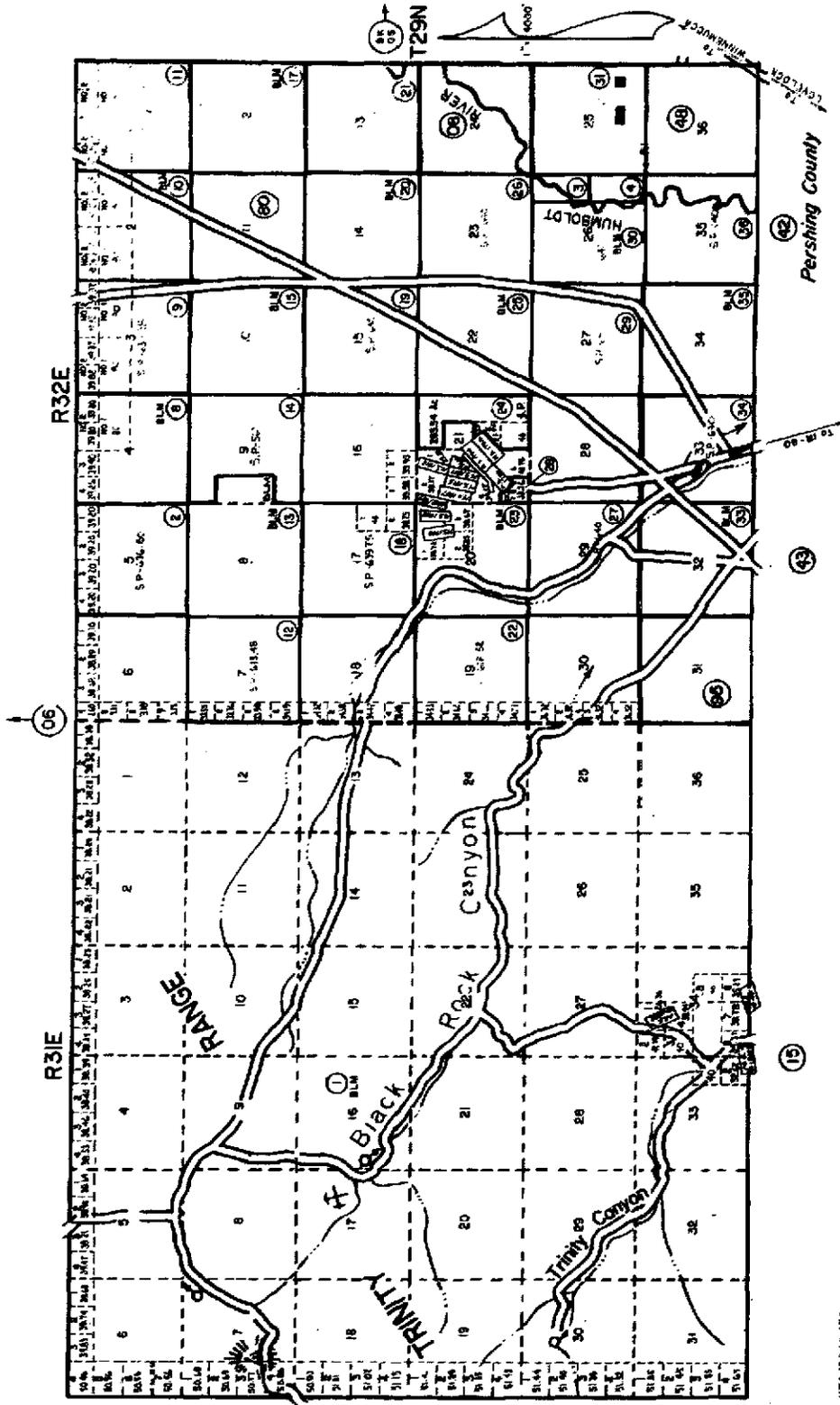

Notary Public for Nevada
My commission expires: May 1, 2016

EXHIBIT 1: DUNCAN PROPERTY (CURRENT)

Parcel #	Legal Description
003-421-01	T28N R32E Sec 3, All
003-421-02	T28N R32E Sec 2, SW ¼ SW ¼
003-421-04	T28N R32E Sec2, SW ¼ SE ¼
003-421-07	T28N R32E Sec 2, E ½ NE ¼; NE ¼ SE ¼
003-421-08	T28N R32E Sec 1, NW ¼; PTN SW ¼
003-421-16	T28N R32E Sec 10, NW ¼; N ½ NE ¼; W ½ SW ¼ T29N R32E Sec 15, All
003-431-15	T28N R32E Sec 16, SE ¼ NE ¼
003-431-19	T28N R32E Sec 16, SW ¼ S ½
003-441-06	T28N R32E Sec 20, E ½ NE ¼ T29N R32E Sec 21, All
003-451-01	T28N R32E Sec 22, N ½ NW ¼; NW ¼ NE ¼
003-071-04	T29N R32E Sec 26, E ½ SE ¼
003-071-36	T29N R32E Sec 35, NW ¼: PTN SW ¼
003-481-01	T29N R32E Sec 36, W ½ W ½
011-010-02	T29N R33E Sec 6, PTN Sec 6
011-010-26	T29N R33E Sec 7, E ½; W ½
011-010-27	T29N R33E Sec 18, W ½ W ½
008-220-16	T32N R34E Sec 28, W ½ NW ¼

*** THIS IS AN UNOFFICIAL COPY ***

03-07
03-07

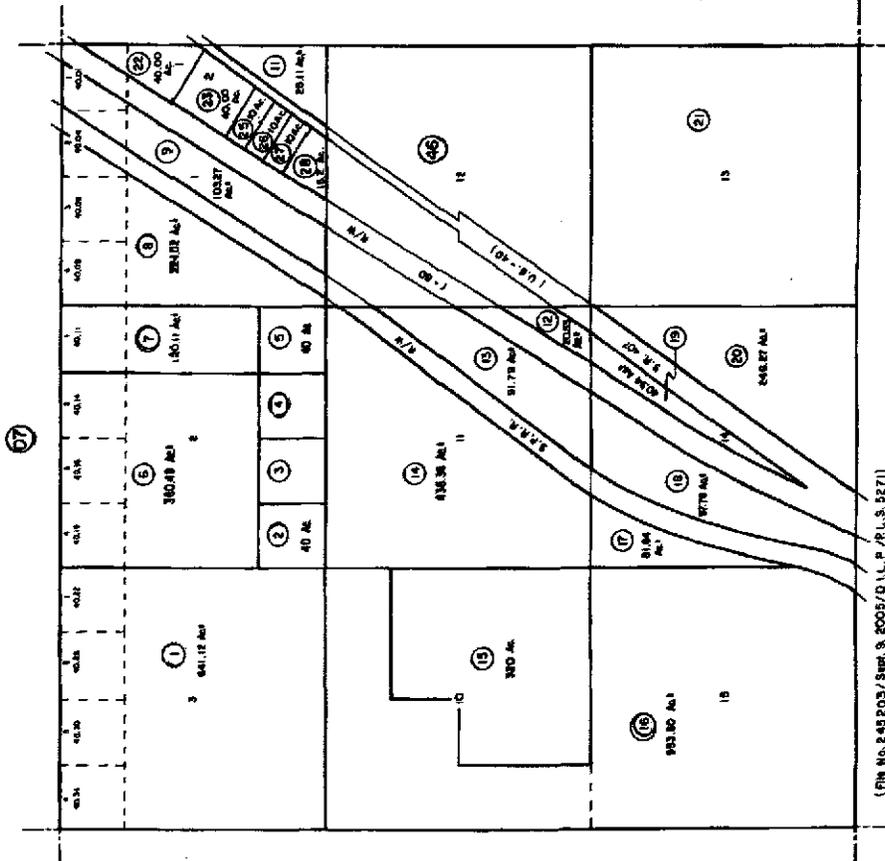


NYC/DOAS/FS

*** THIS IS AN UNOFFICIAL COPY ***

T.28N., R. 32E., M.D.B.B.M.

03-42



Bk. 05

NOTE - This plat is for assessment use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated herein. Use of this plat for other than assessment purposes is forbidden unless approved by the Dept. of Technology, Division of Assessment Standards.

(Plat No. 248 203 / Sup. 9, 2005/01/16 / P.L.S. 25711)
 (Filing No. 248 203 / Dec. 22, 2005 / P.L.S. 25711)

REV/DNS/04/06/04/04
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 DOT/DNS/05/05/04/04

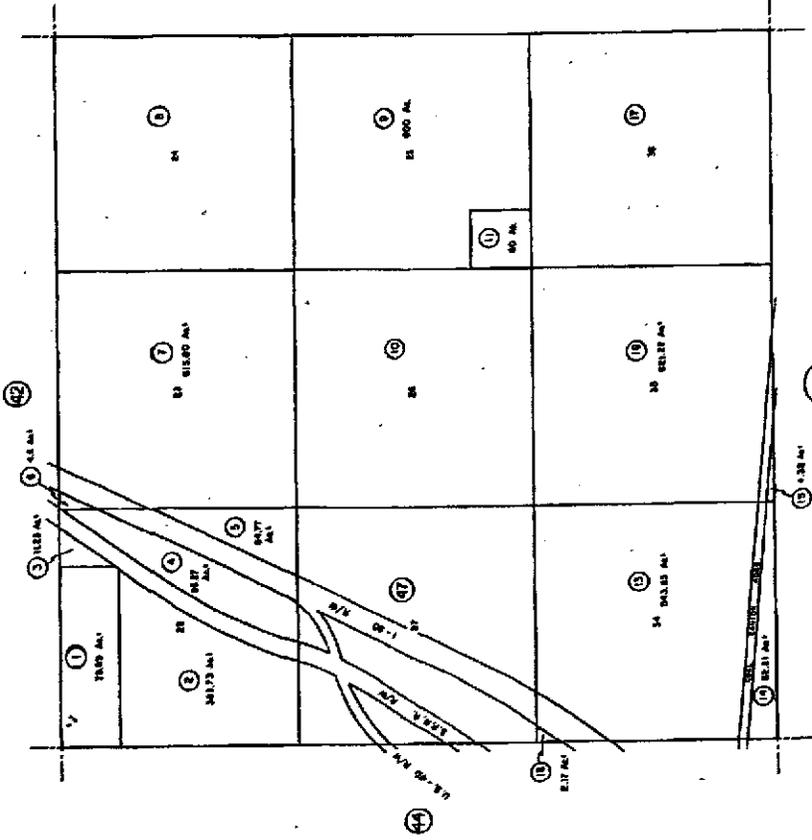
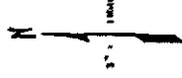
PERSHING COUNTY

*** THIS IS AN UNOFFICIAL COPY ***

R32E, T28N, M.D.B.&M.

03-45

NOTE: This plat is for assessment only and does not represent a survey. No liability is assumed by the accuracy of the data delineated hereon. The plat is subject to change without notice. It is hereby approved by the Dept. of Taxation, Division of Assessment Services.

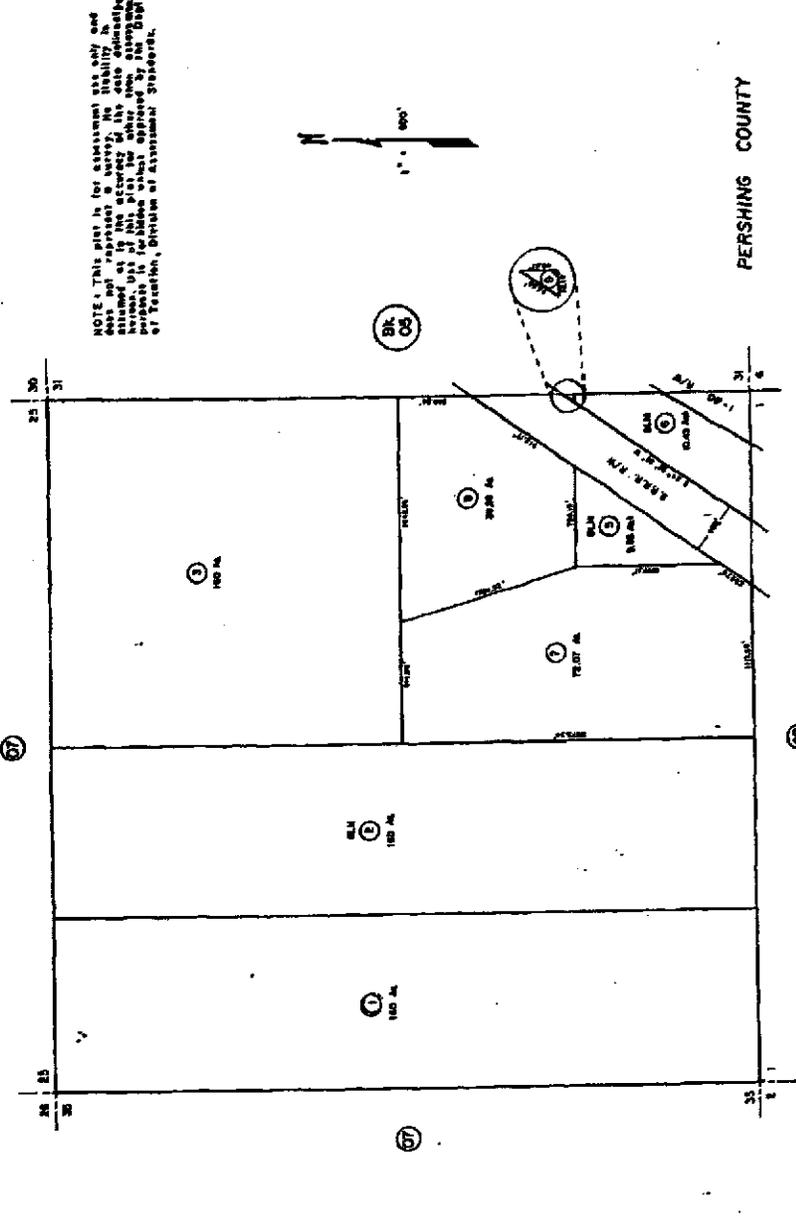


PERSHING COUNTY

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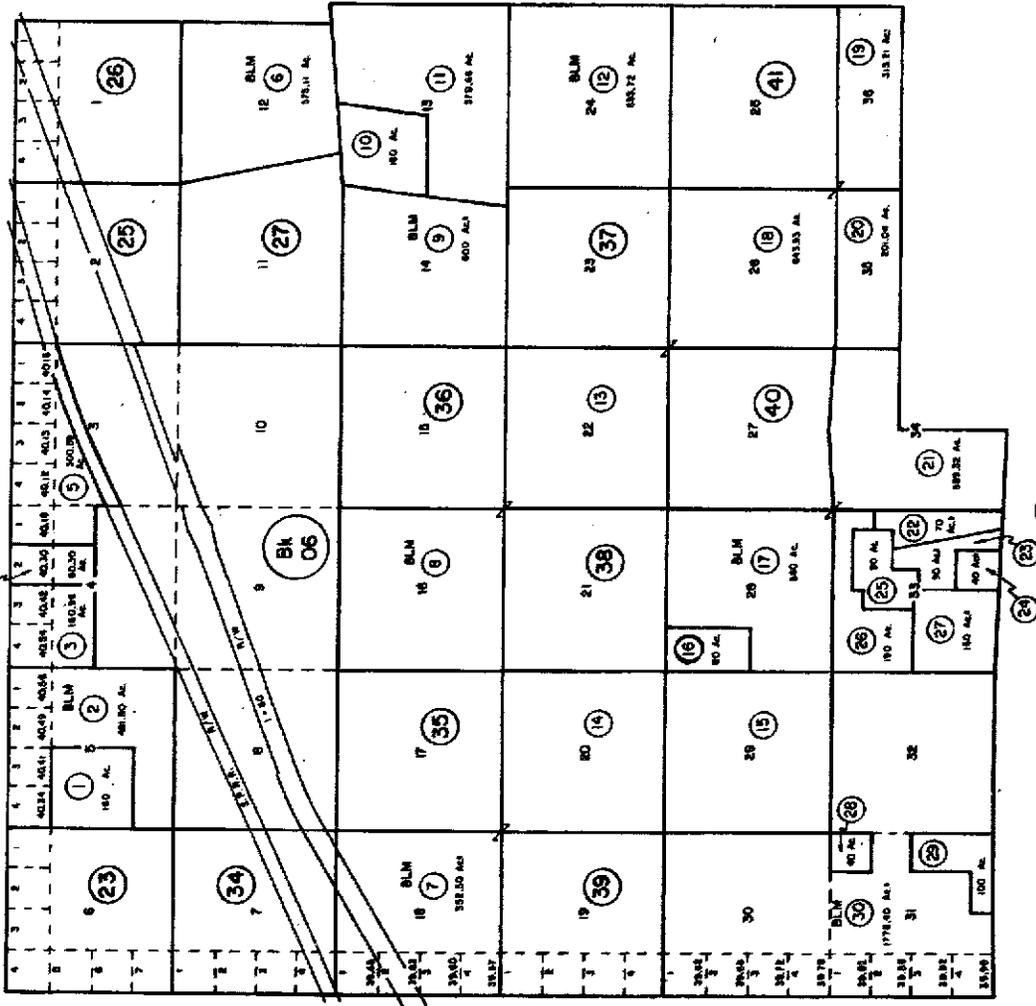
03-48
03-48

SEC 36, R32E, T29N, M.D.B. & M.



03-48/03-48

T32N, R34E



PERSHING COUNTY

NOTE: This plat is for assessment use only.



IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
POST OFFICE BOX 71
WINNEMUCCA, NEVADA 89445

NOTICE OF ADVISORY BOARD RECOMMENDATION

CERTIFIED MAIL # 10390
RETURN RECEIPT REQUESTED

December 14, 1967

Marvin Myers
Hartsville-Star Route
Arley, Nevada 89418

Dear Mr. Myers:

The Advisory Board of the State of Nevada, Winnemucca Grazing District Number 2, on December 6, 1967 when reviewing the range divisions, allotment management plans, and future range improvement program in the Rochester Unit considered the following information:

In the interest of developing allotment management plans, the Bureau with mutual consent on the majority of the range users negotiated a range division to establish the Coal Canyon and Rochester Common Allotments in the Rochester Unit. These allotments were proposed considering the base property qualifications, exchange-of-use agreements (Southern Pacific Company leases), grazing capacities from range inventories, and adjudication in the Rochester Unit on February 4, 1966.

Base property qualifications, exchange-of-use agreements, and Federal Range grazing capacities of each allotment are listed below in animal unit months:

Coal Canyon Allotment:

Federal Range Qualifications	2,121 AUMs
Exchange-of-Use Forage	<u>469 AUMs</u>
Total Authorized Use	2,590 AUMs

Total Estimated Grazing Capacity (Federal Range, and Exchange of-Use) in Allotment	2,654 AUMs
--	------------

Rochester Common Allotment:

Federal Range Qualifications	4,314 AUMs
Exchange-of-Use Forage	<u>2,099 AUMs</u>
Total Authorized Use	6,413 AUMs

Total Estimated Grazing Capacity
(Federal Range, and Exchange-
of-Use) in allotment

6,482 AUMs

The figures include the trade of Federal Range qualifications and Exchange-of-Use forage necessary to equitably satisfy grazing use and livestock water on both sides of the division line.

For detailed location and legal description of allotment line, see attached map & agreement. This agreement has been executed by all range users except Marvin A. & Fannie E. Myers, Unionville Star Route, Inlay, Nevada.

After review of the above information, data, and range agreement, the Advisory board recommended as follows:

1. That the proposed range line be recognized, establishing the Coal Canyon Allotment and Rochester Common Allotment. However, it is recognized that this division line will not be fenced until after July of 1968.

2. The range users designated to use these allotments will be as follows:

Coal Canyon Allotment:

A. E. Duncan
Star Sheep Company
Gus Duncan

Rochester Common Allotment:

Marvin Myers
Paris Brothers
Clarence & Henry Anderson
Paul Engle
Star Sheep Company
Marie Anderson Estate
Jake Baird
Wm. H. Abel

The recommendation together with the executed agreement has been considered by me. I concur with the Advisory Board and their recommendation.

If you wish to protest this recommendation, please appear in person, by attorney or representative or submit your protest in writing, on January 17, 1968, at 2:30 p.m., Winnemucca District Office, at which time and place the advisory board will hear protests in the presence of a representative of the Bureau of Land Management.

In the absence of a protest within the time allowed, the above recommendation shall constitute the District Manager's decision on your application. Should this notice become the District Manager's decision and if you wish to appeal such decision for the purpose of a hearing before an examiner, in accordance with 43 CFR 1853, you are allowed thirty (30) days from receipt of this notice within which to file such appeal with the District Manager, Bureau of Land Management. An appeal should specify clearly and concisely why you think the decision is in error.

Very truly yours,


E. A. Moore
District Manager

Attachment

Carbon Copies To:

A. E. Duncan
Star Sheep Company
Gus Duncan
Paris Brothers
Clarence & Henry Anderson
Paul Engle
Marie Anderson Estate
Jake Baird
Jm. H. Abel
T. J. Longseth (Southern Pacific Co.)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RANGE LINE AGREEMENT

Place

Date

7/12/67

In accordance with the provisions of Grazing Regulations (43 CFR 4111.3-2(c)), we, the undersigned, hereby agree to the establishment or adjustment of our respective range allotment boundaries as shown on the attached map and further described as follows:

SEE ATTACHED SHEET

It is further agreed that the above-described allotment boundary constitutes a fair, equitable, and practical range division, based on the respective qualifications of our dependent base property under the Grazing Regulations, and as such shall be binding upon our respective heirs, executors, administrators, successors in interest or assigns.

Maryin A. and Fannie E. Myers <i>Maryin A. Myers</i> (Signature of Applicant)	7-12-67 (Date)
<i>Abigail Duncan</i> (Signature of Applicant)	7-21-67 (Date)
<i>Gus Duncan</i> (Signature of Applicant)	7-21-67 (Date)
Star Sheep Co. by <i>Sharon Belgarone</i> <i>Sharon Belgarone</i> (Signature of Applicant)	7-3-67 (Date)
<i>W.D. Abel</i> (Signature of Applicant)	7-28-67 (Date)

RECOMMENDED APPROVAL	APPROVED
(Chairman, Advisory Board)	(District Manager)
(Date)	(Date)

Beginning at a point at the intersection of Interstate 80 and the approximate NW corner of Section 5, T. 29 N., R. 33 E. Thence due east for approximately 4½ miles to the NE corner of Section 1, T. 29 N., R. 33 E. Thence NE approximately 1 mile following the ridge to the SW corner of Section 32, T. 30 N., R. 33 E. Thence south along the watershed divide on the unit line between Rochester Unit and Buena Vista Unit for approximately 11 miles, to Weaver Saddle in T. 28 N., R. 34 E., Section 27, approximately 1320 feet east of the NW corner. Thence SW along the ridge approximately 1 mile to a point approximately 500 feet NW of the SW corner of Section 27, T. 28 N., R. 34 E. Thence SW approximately 2¼ miles to the SW corner of Section 32, T. 28 N., R. 34 E. Thence SW approximately 4.1 miles to the Packard Flat windmill. Thence west picking up and following the watershed divide between Coal Canyon and Muttieberry Canyon for approximately 6 miles to a point approximately 1900 feet north of the SE corner of Section 24, T. 27 N., R. 32 E. Thence NW approximately 5.4 miles to its intersection with the Southern Pacific Railroad right-of-way fence in NW¼ Section 4, T. 27 N., R. 32 E.

It is also agreed that this line shall be accepted as stacked on the ground adhering as close as possible to the above described line.

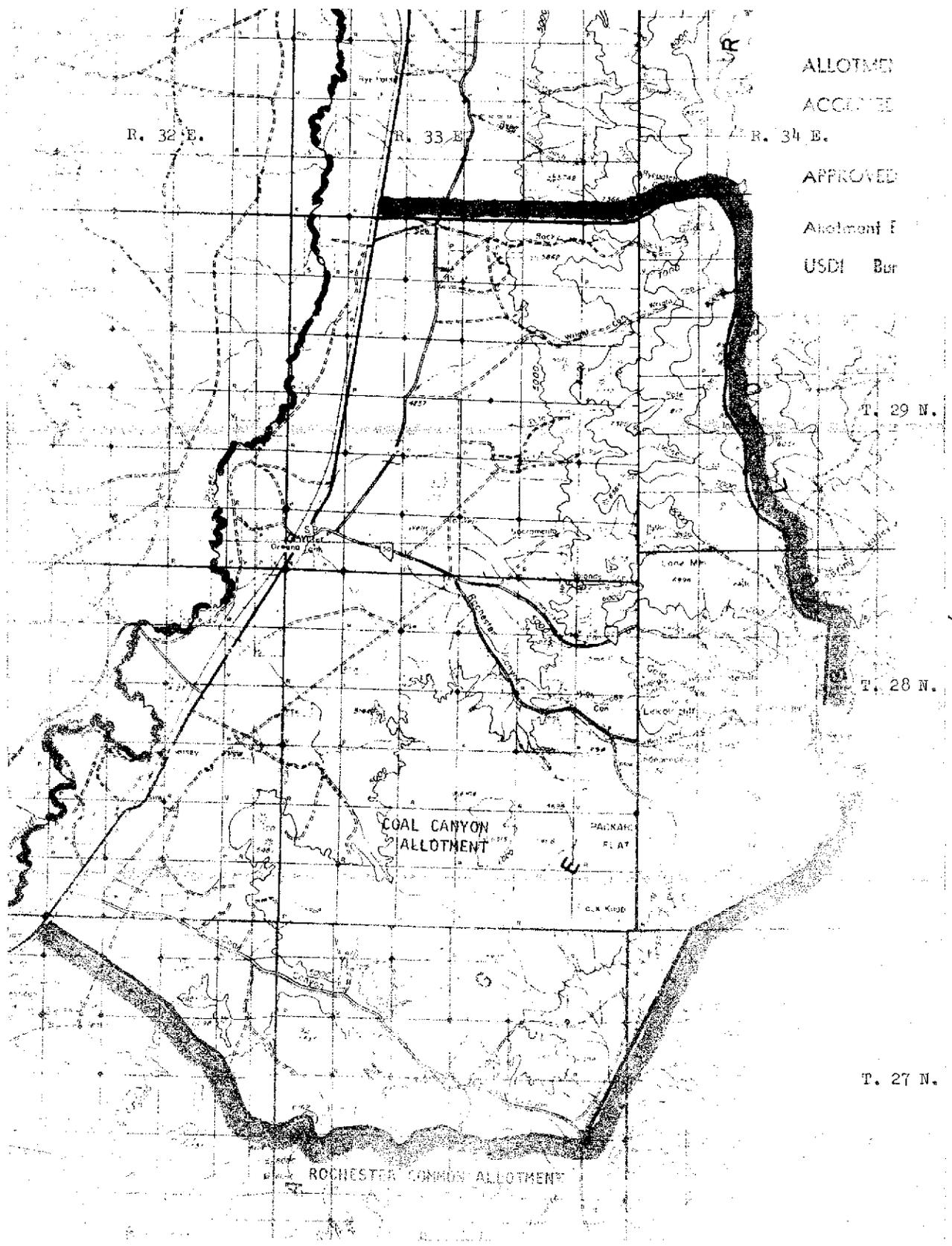
Special Conditions:

1. A. E. & Gus Duncan agree to make all their use both Federal and exchange-of-use north and west of the above described line.
2. Marvin Myers, Jake Baird, & William Abel agreed to make their use south and east of this line including Federal and exchange-of-use land.

Clarence & Henry Anderson, Dixie Valley Cattle Co., & Paris Brothers are not directly affected by this line but will make their use south and east of this line.

3. Theodore Belzarana agrees to make 492 AUMs use north of the above line and 1400 AUMs use south and east of the line which includes his Stillwater use.
4. All parties agree that the above line does not necessarily satisfy their Federal or exchange-of-use AUMs taken separately but that it does satisfy their demand as a whole. Therefore, all parties agree to keep their Railroad leases in good standing. If any party should drop or lose their Railroad lease it should go to the parties in which the land lies, (north of the line or south). At that time the Railroad and Federal AUMs will be straightened out on a permanent basis, which means A. E. Duncan would relinquish approximately 320 AUMs Federal range demand and pick the same amount of Southern Pacific Railroad exchange-of-use. The parties south of the line would pick up Federal range lost by A. E. Duncan.
5. All parties agree to adhere as close as possible to the above described line until such time as it can be built in approximately 1969 Fiscal Year.
6. It is agreed by all parties that the water at Packard Flat windmill will be split.

X H A *add T. B. & D.*



POKER COMMON ALLOTMENT

Beginning at a point-said point being within the Humboldt River in the S $\frac{1}{2}$ of SW $\frac{1}{4}$ Section 31, T. 30 N., R. 33 E., MDB&M, Nevada; thence westerly along the township line common to T. 29 N & T. 30 N. to the corner common to Section 32 & 33, T. 30 N., R. 31 E., and Section 4 & 5, T. 29 N., R. 31 E., thence northwesterly for approximately 1.7 miles to a turning point in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 29; T. 30 N., R. 31 E., thence in a northwesterly direction for a distance of .6 mile to a turning point in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 20, T. 30 N., R. 31 E., thence in a northwesterly direction for a distance of approximately .8 miles to the $\frac{1}{4}$ corner common to Sections 17620, T. 30 N., R. 31 E.; thence in a northwesterly direction for a distance of approximately 3 miles to a point on the township line common to T. 30 N., R. 31 E., approximately .4 miles west of the northwest corner of Section 4, T. 30 N., R. 31 E., to its intersection with the township line common to T. 30 N., & 31 N.; thence due west along the township line common to T. 30 N & T. 31 N., for a distance of approximately 7.5 miles to the NW corner of Section 6, T. 30 N., R. 30 E., thence south along the range line common to R. 29 E. & R. 30 E., for a distance of approximately 12 miles to the SW corner of Section 31, T. 29 N., R. 30 E.; thence east along the township line for a distance of approximately 12 miles to the SE corner of Section 36, T. 29 N., R. 31 E.; thence south along the range line for a distance of approximately 7 miles to its intersection with the Humboldt River; thence north and east following the Humboldt River for a distance of approximately 14 miles to the point of beginning.

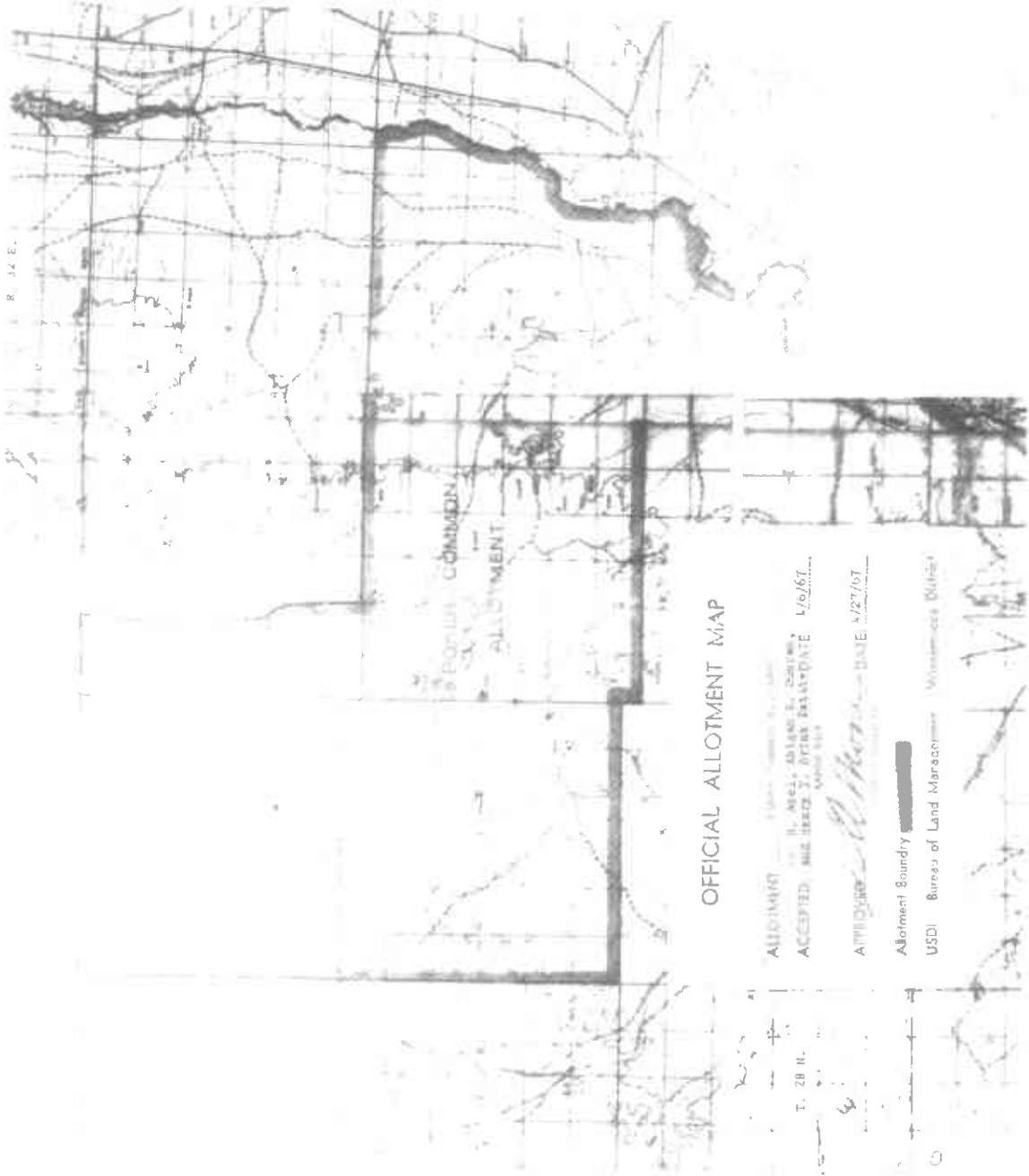
Further it will be agreed as staked on the ground.

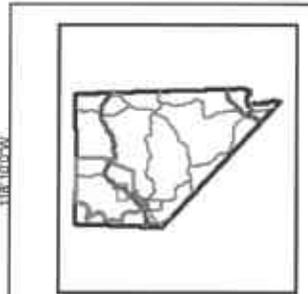
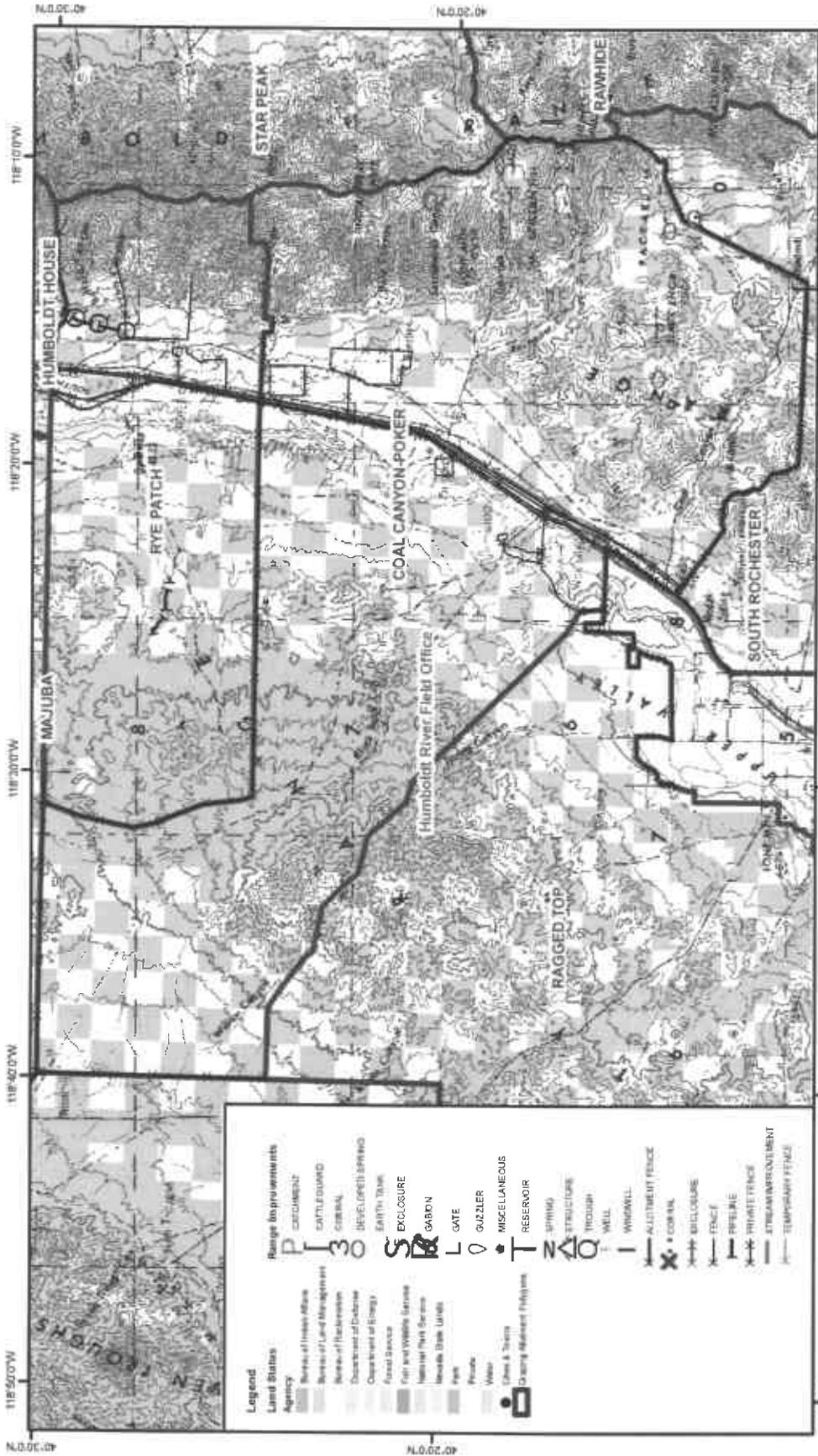
Special Stipulation

1. That the above parties agree to the following breakdown of AUMs in the Poker Common Allotment:

- A. William H. Abel - 2247 AUMs
- B. Abijah Elum Duncan - 678 AUMs
- C. Henry T. Brink Estate - 126 AUMs

21/7/25 Abel
Abijah Elum Duncan
Prot. H. Brink
John W. Brink





1:250,000

A. E. DUNCAN PERMIT

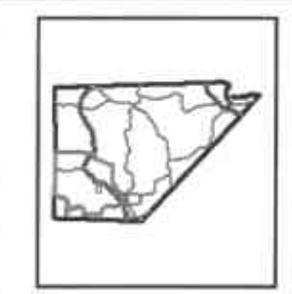
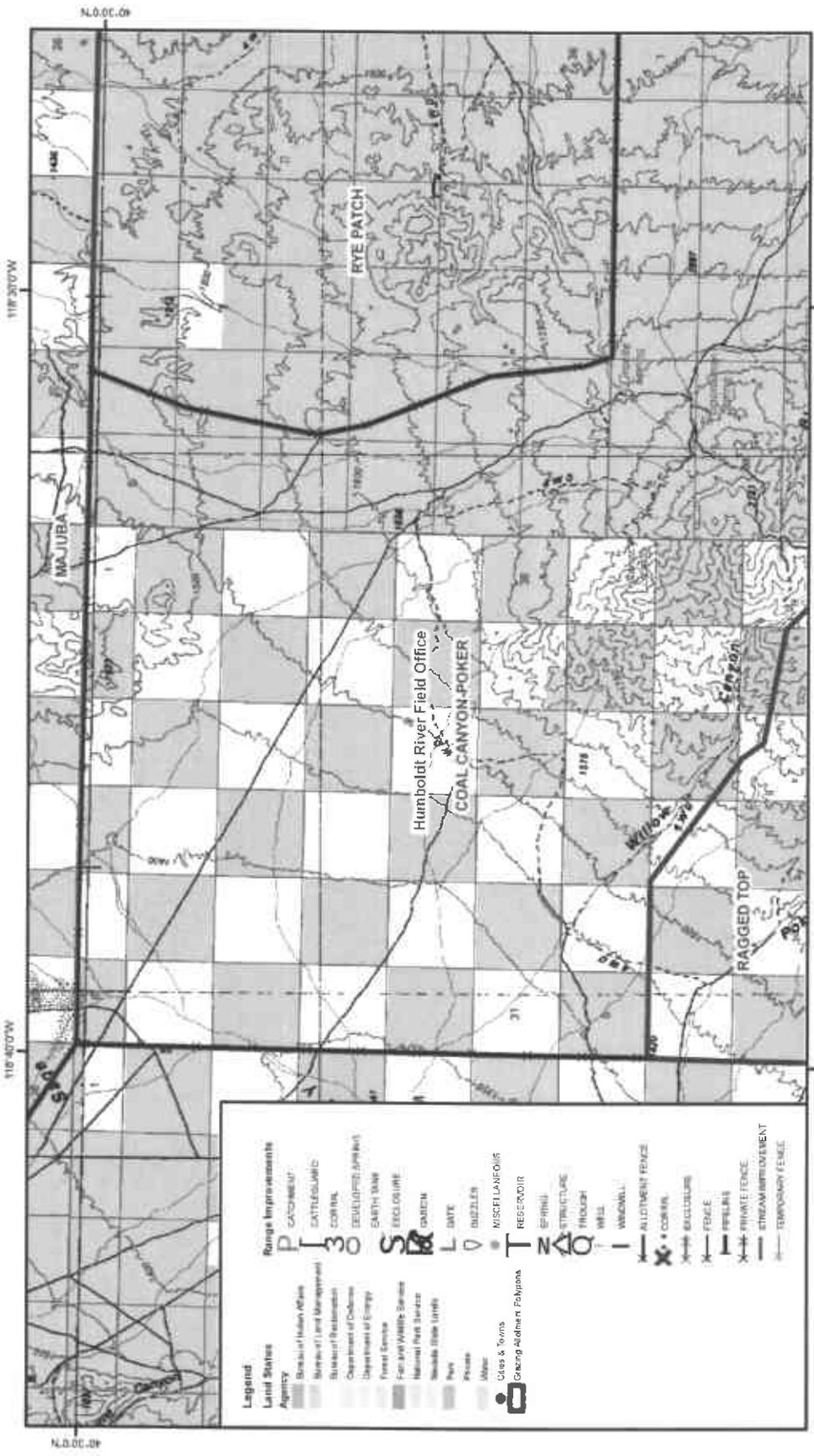
Map Name : Coal Canyon-Poker Brown
 Grazing Allotment
 Range Specialist Name: W. Barry
 Map Date: May 24, 2012



Legend	
Land Status	Range Improvements
Agency	30
Bureau of Indian Affairs	CONCRETE
Bureau of Land Management	CATTLE GUARD
Bureau of Reclamation	CERBERA
Department of Defense	DEVELOPED SPRING
Department of Energy	EARTH TANK
Forest Service	ENCLOSURE
Fish and Wildlife Service	GABION
National Park Service	GATE
Nevada State Lands	GAZZLER
Private	MISCELLANEOUS
State & Tribal	RESERVOIR
Wilderness Management (Wildlife)	SPRING
	STRUCTURE
	TROUGH
	WELL
	WINDMILL
	ALLOTMENT FENCE
	CORRAL
	ENCLOSURE
	FENCE
	PERMITS
	PRIVATE FENCE
	STREAM/IRRIGATION
	TEMPORARY FENCE

Winnemucca District Office
 Humboldt River Field Office
 5100 E. Winnemucca Blvd
 Winnemucca, NV 89445

No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data. The information is provided for informational purposes only and may not be used for any other purpose. Original data may not be available for all areas. The information was developed through digital means and may be updated without notification.



1:100,000



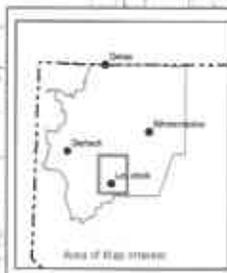
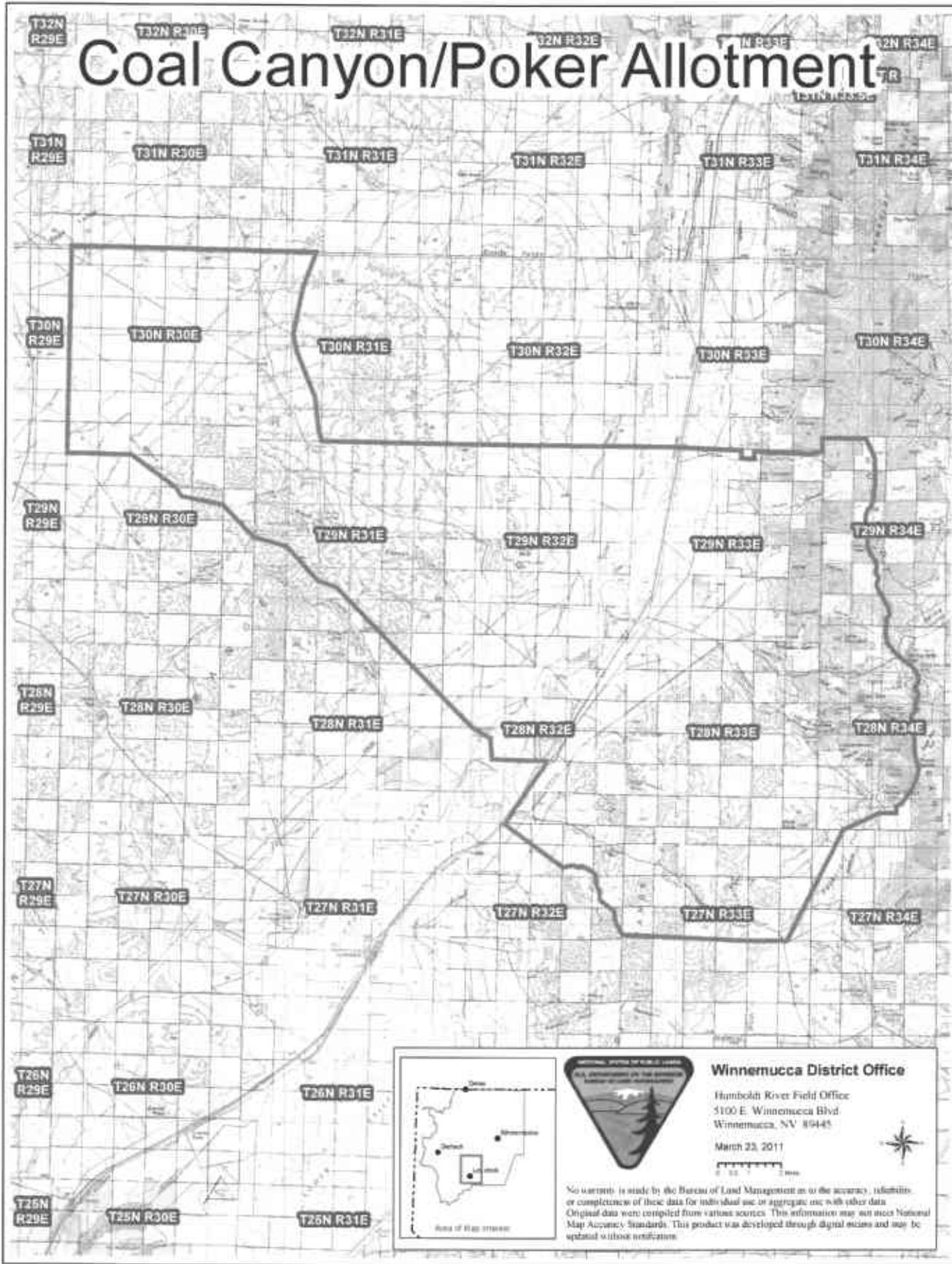
A. E. DUNCAN PERMIT
Map Name : Coal Canyon-Poker Brown
Grazing Allotment
Range Specialist Name: W. Barry
Map Date: May 24, 2012



Winnemucca District Office
 Humboldt River Field Office
 5100 E. Winnemucca Blvd
 Winnemucca, NV 89445

The accuracy is based on the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data. Original data were compiled from various sources. This information may not meet National Map Accuracy Standards. This product without warranty.

Coal Canyon/Poker Allotment



Winnemucca District Office
Humboldt River Field Office
5100 E. Winnemucca Blvd.
Winnemucca, NV 89445
March 23, 2011

No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data. Original data were compiled from various sources. This information may not meet National Map Accuracy Standards. This product was developed through digital means and may be updated without notification.

CASE FILE COPY

AUTH NUMBER: 2702031
DATE PRINTED: 3/15/2006

Form 4130-2a
(February 1999)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

GRAZING PERMIT



STATE NV
OFFICE 020
AUTH NUMBER 2702031
PREFERENCE CODE 03
DATE PRINTED 03/15/2006
TERM 03/01/2006 TO 02/28/2016

ABIGAH E. DUNCAN
P O BOX 532
LOVELOCK NV 89419

BUREAU OF LAND MANAGEMENT
WINNEMUCCA FO
3100 E WINNEMUCCA BL
WINNEMUCCA NV 89445

THIS GRAZING PERMIT IS OFFERED TO YOU UNDER 43 CFR PART 4100 BASED ON YOUR RECOGNIZED QUALIFICATIONS. YOU ARE AUTHORIZED TO MAKE GRAZING USE OF LANDS, UNDER THE JURISDICTION OF THE BUREAU OF LAND MANAGEMENT AND COVERED BY THIS PERMIT, UPON YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS PERMIT AND PAYMENT OF GRAZING FEES WHEN DUE. CONTACT YOUR LOCAL BLM OFFICE AT 775-623-1500 IF YOU HAVE QUESTIONS.

MANDATORY TERMS AND CONDITIONS

ALLOTMENT	PASTURE	LIVESTOCK NUMBER KIND	GRAZING PERIOD		% PL TYPE USE	AUMS
			BEGIN	END		
00104 COAL CANYON-POKER		493 CATTLE	03/01	07/15	60 ACTIVE	1332
		36 CATTLE	07/16	10/31	60 ACTIVE	77
		3 CATTLE	07/16	10/31	100 ACTIVE	11
		493 CATTLE	11/01	02/28	60 ACTIVE	1167

OTHER TERMS AND CONDITIONS:

LIVESTOCK GRAZING WILL BE IN ACCORDANCE WITH THE COAL CANYON-POKER AMP

EXCHANGE OF USE AUTHORIZATION IS CONDITIONAL PENDING ANNUAL SUBMISSION OF LEASE AGREEMENTS.

PURSUANT TO 43 CFR 10.4(G) THE HOLDER OF THIS AUTHORIZATION MUST NOTIFY THE AUTHORIZED OFFICER, BY TELEPHONE, WITH WRITTEN CONFIRMATION IMMEDIATELY UPON DISCOVERY OF HUMAN REMAINS, FUNERARY OBJECTS, SACRED OBJECTS, OR OBJECTS OF CULTURAL PATRIMONY (AS DEFINED AT 43 CFR 10.2). FURTHER, PURSUANT TO CFR 10.4(C) AND (D), YOU MUST STOP ACTIVITIES IN THE IMMEDIATE VICINITY OF THE DISCOVERY AND PROTECT IT FROM YOUR ACTIVITIES FOR 30 DAYS OR UNTIL NOTIFIED TO PROCEED BY THE AUTHORIZED OFFICER.

THE TERMS AND CONDITIONS OF THIS GRAZING PERMIT ARE IN CONFORMANCE WITH THE STANDARDS AND GUIDELINES FOR THE SIERRA FRONT-NORTHWESTERN GREAT BASIN RESOURCE ADVISORY COUNCIL, APPROVED BY THE SECRETARY OF THE INTERIOR ON FEBRUARY 12, 1997.

IN ACCORDANCE WITH SEC. 325, TITLE III, H.R.2691, DEPARTMENT OF THE INTERIOR AND RELATED AGENCIES APPROPRIATIONS ACT, 2004 (P.L. 108-108), WHICH WAS ENACTED ON NOVEMBER 10, 2003, THIS GRAZING PERMIT OR LEASE IS RENEWED UNDER SECTION 402 OF THE FEDERAL LAND POLICY AND MANAGEMENT ACT OF 1976, AS AMENDED (43 U.S.C. 1752), TITLE III OF THE BANKHEAD-JONES FARM TENANT ACT (7 U.S.C. 1010 ET SEQ.), OR, IF APPLICABLE, SECTION 510 OF THE CALIFORNIA DESERT PROTECTION ACT (16 U.S.C. 410AAA-50). IN ACCORDANCE WITH PUBLIC LAW 108-108, THE TERMS AND CONDITIONS CONTAINED IN THE EXPIRED OR TRANSFERRED PERMIT OR LEASE HAVE BEEN INCORPORATED INTO THIS PERMIT OF LEASE AND SHALL

CASE FILE COPY

AUTH NUMBER: 2702031
DATE PRINTED: 3/15/2010

Standard
Terms and Conditions

1. Grazing permit or lease terms and conditions and the fees charged for grazing use are established in accordance with the provisions of the grazing regulations now or hereafter approved by the Secretary of the Interior.
2. They are subject to cancellation, in whole or in part, at any time because of:
 - a. Non-compliance by the permittee/lessee with rules and regulations.
 - b. Loss of control by the permittee/lessee of all or a part of the property upon which it is based.
 - c. A transfer of grazing preference by the permittee/lessee to another party.
 - d. A decrease in the lands administered by the Bureau of Land Management within the allotment(s) described.
 - e. Repeated willful unauthorized grazing use.
 - f. Loss of qualifications to hold a permit or lease.
3. They are subject to the terms and conditions of allotment management plans if such plans have been prepared. Allotment management plans MUST be incorporated in permits or leases when completed.
4. Those holding permits or leases MUST own or control and be responsible for the management of livestock authorized to graze.
5. The authorized officer may require counting and/or additional or special marking or tagging of the livestock authorized to graze.
6. The permittee/lessee's grazing case file is available for public inspection as required by the Freedom of Information Act.
7. Grazing permits or leases are subject to the non-discrimination clause set forth in Executive Order 11248 of September 24, 1964, as amended. A copy of this order may be obtained from the authorized officer.
8. Livestock grazing use that is different from that authorized by a permit or lease MUST be applied for prior to the grazing period and MUST be filed with and approved by the authorized officer before grazing use can be made.
9. Billing notices are issued which specify fees due. Billing notices, when paid, become a part of the grazing permit or lease. Grazing use cannot be authorized during any period of delinquency in the payment of amounts due, including settlement for unauthorized use.
10. Grazing fee payments are due on the date specified on the billing notice and MUST be paid in full within 15 days of the due date, except as otherwise provided in the grazing permit or lease. If payment is not made within that time frame, a late fee (the greater of \$25 or 10 percent of the amount owed but not more than \$250) will be assessed.
11. No Member of, or Delegate to, Congress or Resident Commissioner, after his/her election or appointment, or either before or after he/she has qualified, and during his/her continuance in office, and no officer, agent, or employee of the Department of the Interior, other than members of Advisory committees appointed in accordance with the Federal Advisory Committee Act (5 U.S.C. App. 1) and Sections 309 of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1709 et seq.) shall be admitted to any share or part in a permit or lease, or derive any benefit to arise therefrom; and the provision of Section 3741 Revised Statute (41 U.S.C. 22), 18 U.S.C. Sections 431-433, and 43 CFR Part 7, enter into and form a part of a grazing permit or lease, so far as the same may be applicable.

THIS PERMIT: 1. CONVEYS NO RIGHT, TITLE OR INTEREST HELD BY THE UNITED STATES IN ANY LANDS OR RESOURCES AND 2. IS SUBJECT TO (A) MODIFICATION, SUSPENSION OR CANCELLATION AS PROVIDED BY LAND PLANS AND APPLICABLE LAW; (B) REVIEW AND MODIFICATION OF TERMS AND CONDITIONS AS APPROPRIATE; AND (C) THE TAYLOR GRAZING ACT, AS AMENDED, THE FEDERAL LAND POLICY AND MANAGEMENT ACT, AS AMENDED, THE PUBLIC RANGELANDS IMPROVEMENT ACT, AND THE RULES AND REGULATIONS NOW OR HEREAFTER PROMULGATED THEREUNDER BY THE SECRETARY OF THE INTERIOR.

ACCEPTED:
 SIGNATURE OF PERMITTEE: *Abigail H. Hines* DATE: 4-19-2006
 APPROVED
 BLM AUTHORIZED OFFICER: *D. Kay Hines* DATE: 6-29-06

CASE FILE COPY

AUTH NUMBER: 2702031
DATE PRINTED: 3/15/2006

CONTINUE IN EFFECT UNDER THE RENEWED PERMIT OR LEASE UNTIL SUCH TIME AS THE SECRETARY OF THE INTERIOR COMPLETES PROCESSING OF THIS PERMIT OR LEASE IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS. AT WHICH TIME THIS PERMIT OR LEASE MAY BE CANCELED, SUSPENDED OR MODIFIED, IN WHOLE OR IN PART, TO MEET THE REQUIREMENTS OF SUCH APPLICABLE LAWS AND REGULATIONS.

ALLOT NO CONDITIONS

(none)

SALT AND/OR MINERAL BLOCKS SHALL NOT BE PLACED WITHIN ONE QUARTER (1/4) MILE OF SPRINGS, STREAMS, MEADOWS, RIPARIAN HABITATS, OR ASPEN STANDS.

THE PERMITTEE IS REQUIRED TO PERFORM NORMAL MAINTENANCE ON THE RANGE IMPROVEMENTS AS PER THEIR SIGNED COOPERATIVE AGREEMENTS/SECTION 4 PERMITS PRIOR TO TURNING OUT IN A PASTURE OR USE AREA SCHEDULED FOR LIVESTOCK USE.

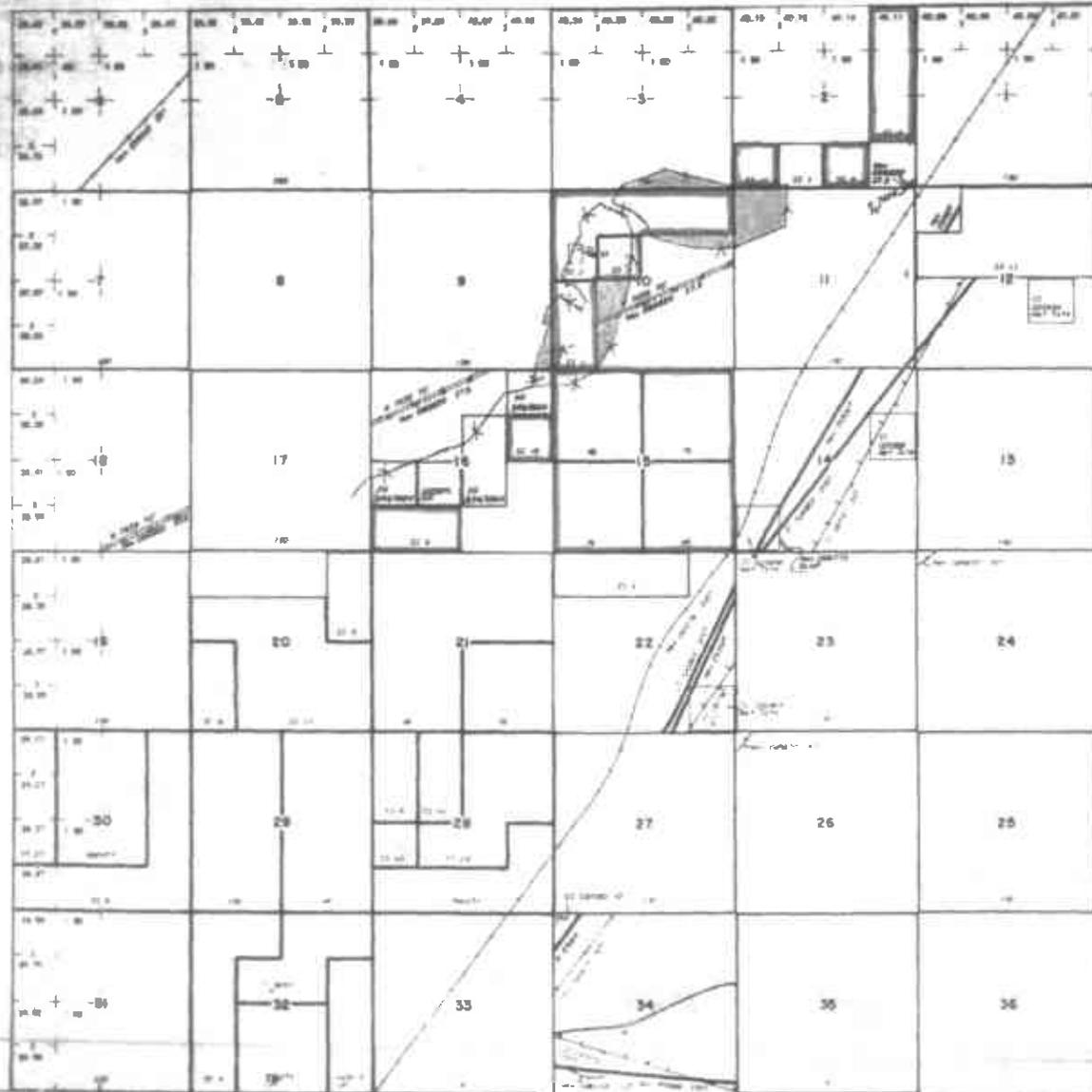
THE PERMITTEES CERTIFIED ACTUAL USE REPORT, BY PASTURE/USE AREA, IS DUE 15 DAYS AFTER THE END OF THE AUTHORIZED GRAZING PERIOD.

ALLOTMENT SUMMARY (AUMS)

<u>ALLOTMENT</u>	<u>ACTIVE AUMS</u>	<u>SUSPENDED AUM</u>	<u>PERMITTED USE</u>
00104 COAL CANYON-POKER	2588	0	2,588

TOWNSHIP 28 NORTH RANGE 32 EAST OF THE MOUNT DIABLO MERIDIAN, N

PERDUE COUNTY,
WINDYBLOCCA SP DIST



- ☐ Fenced Federal land
- ▨ Not Fenced Federal land
- A. E. Duncan Private land

SCALE
0 10 20 30 40 50
50 meters to the map

FORM NO 4-1249
(September, 1957)

Pye Patch

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Land Management

Operator Duncan A. E.

Address Lovelock, Nev

Area _____

State NEVADA

Grazing District N-2

DEPENDENT PROPERTY RECORD

Unit(s) _____

Allotment _____

Township R8N

Range 32E

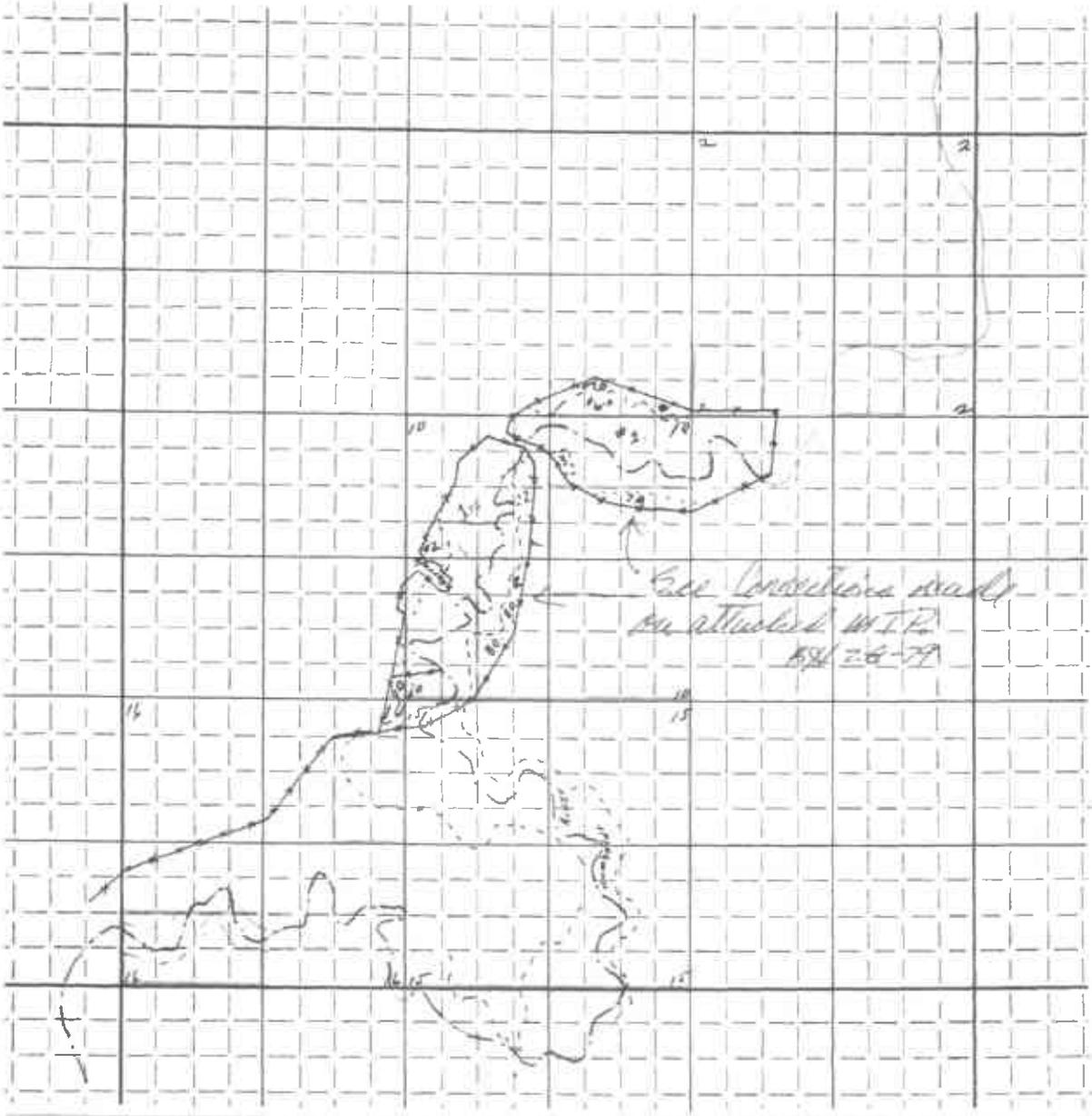
Compiled by _____

Date 11/4/64

Date _____

*ref
752*

A. E. Duncan
(Operator's Signature)



Form 4-1249
September, 1957)

Pg Patch

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Land Management

Operator Duncan A.E.
Address Lovelock, Nev.

Unit(s) _____

Allotment _____

DEPENDENT PROPERTY RECORD

Township 28 N

Range 32 E

State _____

County Nevada

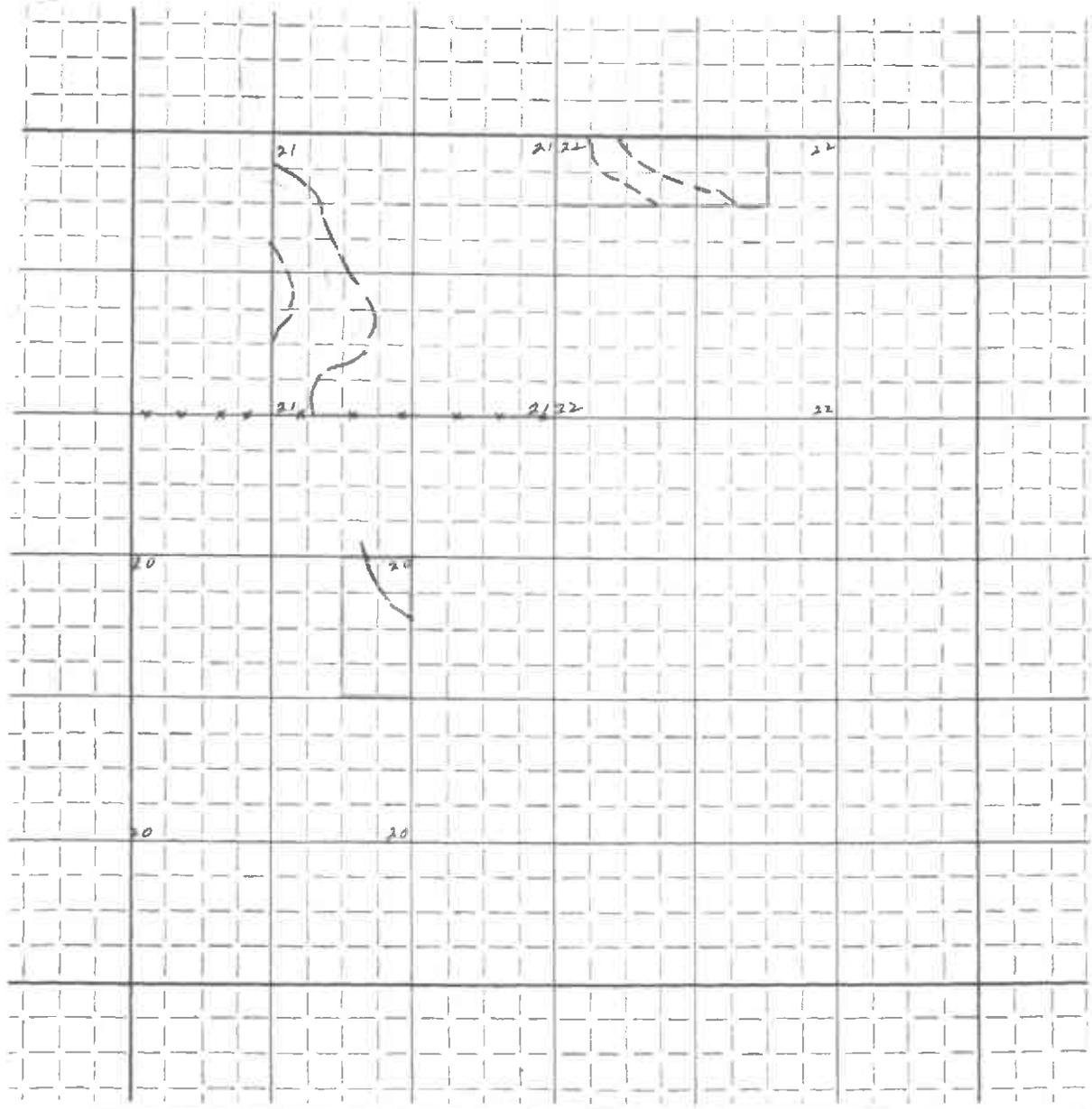
Sectioning District N-2

Date 11/14/69

Compiled by _____

Date _____

Duncan
(Operator's Signature)



4 HO 4-1249
(number, 1957)

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Land Management

Operator Duncan A.E.
Address Lowhook, Nev.

Units) _____

Allotment _____

DEPENDENT PROPERTY RECORD

Township 29N

Range 33E

County _____

State Nevada

Mining District 1-2

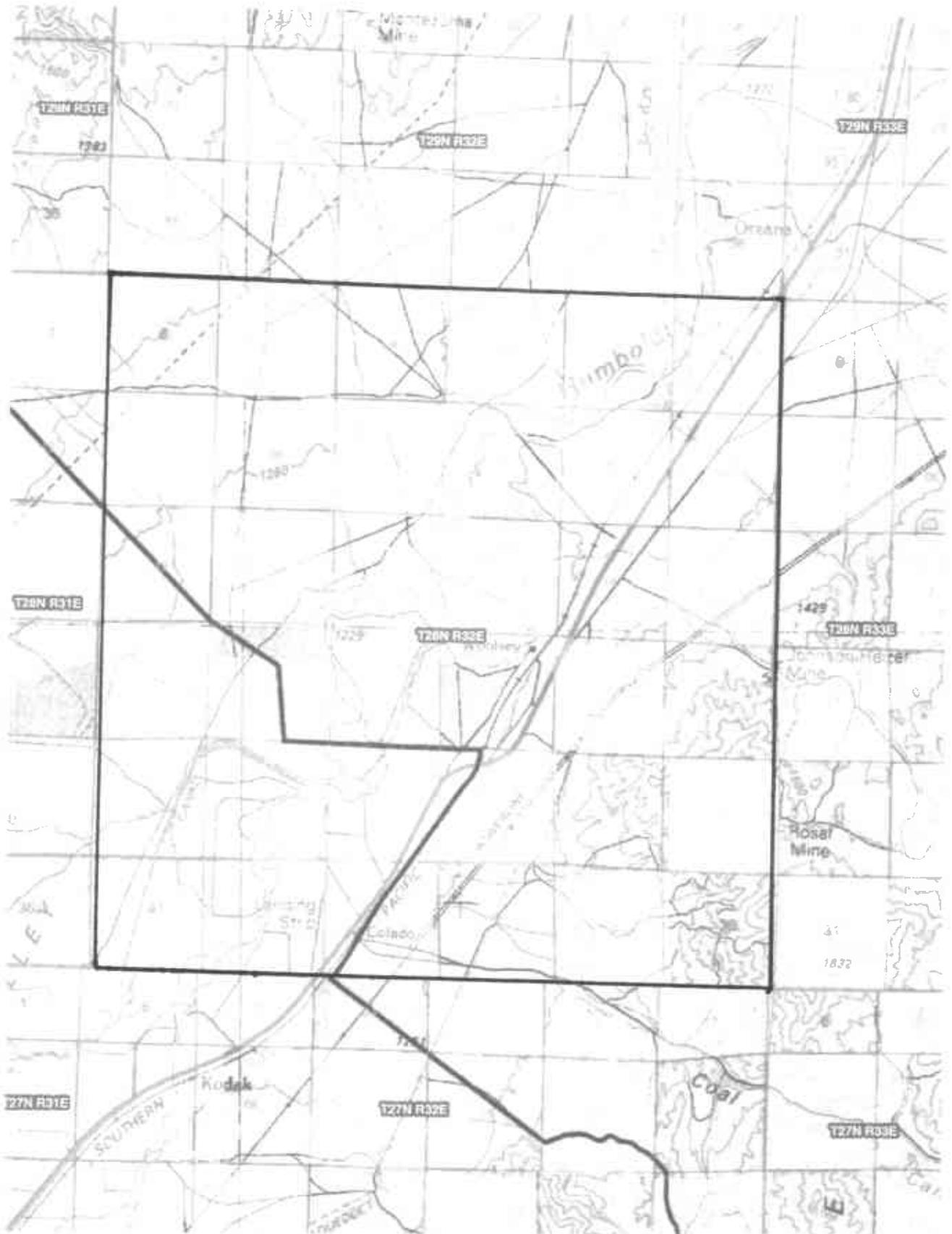
Date 11/4/69

Date _____

Compiled by _____

A.E. Duncan
(Operator's Signature)

6		6		5	3
6		6		3	3
8		8		22	22
8		8		22	22



UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Land Management

Expires	_____
Extended to	_____
Extended to	_____
Extended to	_____
Project Number(s)	<u>W-2-R-157</u>
Project Name(s)	<u>Upper Black Canyon</u>

(For Office Use Only)

COOPERATIVE AGREEMENT

new # 0318

Range Improvement and Conservation Projects

I. Name	<u>Abijah E. Duncan</u>	Address	<u>Lowlock, Nevada</u>
Name	_____	Address	_____
Name	_____	Address	_____
Name	_____	Address	_____
Name	_____	Address	_____

hereinafter called COOPERATOR(S), and UNITED STATES OF AMERICA, by Bureau of Land Management, hereinafter called the Bureau, for and in consideration of the mutual benefits hereunder, and in accordance with the Taylor Grazing Act (43 U.S.C. 315, 315a-315r), as amended, and the National Soil Conservation Act (16 U.S.C. 590a-590q-1), as amended, do enter into this COOPERATIVE AGREEMENT for the construction and/or maintenance of range improvements, installation of conservation works or establishment of conservation practices, hereinafter referred to collectively as improvements, for the benefit of the Federal Range or other public lands and of the Cooperator(s), for use in conjunction with authorized operations under any grazing permit, license, or lease, or renewals thereof issued to the Cooperator(s) by the Bureau.

II. The improvements known as the Upper Black Canyon
will be (are) located upon: _____¹ Sec(s) 17 T. 29 N. R. 31 E. MER. M.D.
Parahing County Nevada State.

III. It is mutually agreed:

(a) The parties hereto will furnish labor, materials, and equipment as required, the total cost or value not to exceed the amount listed below for each of the parties respectively for the initial construction and/or installation of the improvements indicated in paragraph II.

Cooperator(s)	Estimate	Items	Estimate	Total Cost or Value
<u>Abijah Duncan</u>		<u>Furnish 30' pipe, and labor to install spring box, pipe & trough</u>		\$ <u>80.00</u>
				\$ _____
				\$ _____
<u>Bureau of Land Management</u>		<u>Dig out with backhoe, trench line, furnish barrels & trough for spring</u>		\$ <u>150.00</u>
			Aggregate Cost	\$ <u>230.00</u>

(b) Upon notice, either orally or in writing from a representative of the Bureau, Cooperators will promptly supply labor, materials, and equipment as specified in paragraph III (a) as required. Contributed materials in excess of the amount required shall be returned to the contributor. Equipment contributed shall also be returned promptly following completion of the work. Work will be conducted under the supervision and direction of the Bureau and shall be pursued with diligence until completed.

IV. (a) The Cooperator(s) shall be liable, jointly and severally, for the repair and maintenance of the said improvements following completion, in good and serviceable condition. The Cooperator(s), without further notice from the Bureau, shall do such repair work as may be necessary from time to time, promptly and in a workmanlike manner. If such work is not performed as necessary, the Bureau shall allow Cooperator(s) not less than thirty (30) days from written notice within which to complete the same, as required.

(b) In the event the Cooperator(s) shall default, after due notice, in the repair and maintenance of the said improvements following completion, the Bureau may do or cause such work to be done for and in behalf of the Cooperator(s); and the necessary cost and expense thereof or proportionate share as determined by the Bureau, shall become a charge and obligation upon and shall be paid by the Cooperator(s). It is further understood in case of default hereunder, that the permit, license, or lease, or renewal thereof issued to the Cooperator(s) and administered by the Bureau, and in connection with which these improvements are constructed, shall not be renewed or extended or any assignment thereof shall not be approved; and that such default may result in cancellation of the permit or license as provided in the Federal Range Code for Grazing Districts, 1956 Rev. (43 CFR Secs. 161.9(d) and 161.15(f)) as amended, or in the cancellation of the lease, unless and until all charges and costs owed by the Cooperator(s) hereunder shall have been paid; provided that the Bureau may pursue such other remedies, legal or administrative, as may be authorized.

(c) Repair and maintenance, as herein required, shall mean normal upkeep and maintenance necessary to preserve, protect, and prolong the useful life of the improvements, but shall not include major repairs where the damage is due to floods, earthquakes, or other acts of God, or fire not the proximate result of fault or negligence of the Cooperator(s) as determined by the Bureau.

(over)

V. It is further agreed:

(a) Title to the said improvements in place, together with all labor and materials furnished by either party and used in the construction and maintenance thereof, shall be in the United States of America. The improvements may be removed, in whole or in part, during the term of this agreement or any extension thereof, by mutual consent of the parties or by direction of the Bureau; such removal shall be made by the Cooperator(s), or by the Bureau at its option. Upon removal of the improvements, any salvageable materials, after deducting an amount to compensate for the actual cost of removal, shall be available for distribution to the parties then subject to this agreement in proportion to the actual amount of their respective contributions to the initial construction of the improvements, as determined by the project records of the Bureau. The parties shall take possession and remove their portion of the salvaged materials within 90 days after first notification in writing that such material is available; upon their failure to do so within the time allowed, the materials shall be deemed to have been abandoned and title thereto shall thereupon vest in the United States.

(b) During the course of salvaging the material, the United States assumes no responsibility for the protection or preservation of said material.

VI. (a) If the Cooperator shall assign or transfer his interest in the grazing permit, license, or lease embracing the lands upon which the improvements are constructed or in connection with which they are used, the Cooperator may include in such assignment or transfer his interest in this Cooperative Agreement, including his right to the use of the improvements (Sec. I) and to his proportionate share of the salvageable material (Sec. V (a)). Before the assignee or transferee will be recognized as successor to the Cooperator's interest hereunder, such assignee or transferee will be required by the Bureau to accept an assignment of this agreement and agreeing to be bound by the provisions respecting the use and maintenance of the improvements.

(b) Should the land upon which the improvements are constructed be included in application for classification and disposal under Sections 7 and 14 of the Taylor Grazing Act, or other public land laws, the Bureau agrees not to allow such application if allowance of the application or disposal is discretionary upon the Bureau until the applicant has agreed in writing to compensate the Cooperator(s) for his loss of the improvements in an amount mutually agreed upon and payable separately to the Bureau and to the Cooperator; or, if the parties are unable to agree, the range manager will determine the present reasonable value of the improvements in accordance with 43 CFR 161.15(e) or 43 CFR 160.12(a), whichever is applicable and determine the amounts payable to the Bureau and to the Cooperator which shall be in proportion to the actual amount of their respective contributions to the initial construction of the improvement; or the Bureau, at its option, may require the removal of such improvements under the provisions of Section V(a) of this agreement.

VII. The Cooperator(s) use of the improvements will be in conformity with the General Rules of the Range specified in the Federal Range Code for Grazing Districts (43 CFR Part 161) if the improvements are in a grazing district, or to the special stipulations, if any, included in the grazing lease covering such area, if outside a grazing district, and to the Management Plan, if any, for the area in which the lands serviced by these improvements are located, to the extent such rules, stipulations and plans are applicable for the conservation, protection, and proper utilization of the improvements constructed hereunder.

VIII. This agreement shall not accord to Cooperator(s) any preference, privilege, or consideration with respect to any permit, license, or lease not expressly provided herein or in the rules and regulations governing such permit, license, or lease.

IX. This agreement shall remain in full force and effect until ~~indefinite~~ unless (1) sooner terminated by mutual written consent of the parties, or (2) is terminated by the Bureau after ~~as stated in writing~~ because of Cooperator's default or violation of any of the terms or provision of this agreement, or (3) in accordance with Section V or VI of this agreement.

X. Items II and III of this agreement may be modified or cancelled by written agreement of the parties, which agreement shall become a part hereof. Items IV to IX inclusive may also be amended but first must be approved by the State Supervisor.

XI. Special Conditions

Cooperators:

William A. Harrison (Signature) _____ (Date)

(Signature) _____ (Date)

(Signature) _____ (Date)

(Signature) _____ (Date)

(Signature) _____ (Date)

The United States of America, Bureau of Land Management

Area _____ District _____
By John R. Purvis (Signature) _____ (Date)
Range Manager (Title)

P. O. Box 71, Winnemucca, Nevada

June 1, 1962

Mr. Abigail E. Duncan
P. O. Box 532
Loveiok, Nevada

Dear Big:

Enclosed are three copies each of Cooperative Agreements on the eight springs which we have proposed for development. Would you please sign all copies (24) where indicated and return them to this office, or give them to either Ray or Lloyd Baker and they can bring them in. You will receive a copy after the District Manager has signed them.

I have also instructed Ray Baker to build a reservoir in the drainage between Black and Trinity Canyon.

I may have a line on a salvageable windmill fan that might serve your purpose. I will let you know.

Thank you for your cooperation on these projects.

Sincerely yours,

Royce B. Coffey
Range Manager

Enclosures

P. S. Also enclosed is a self addressed envelope for your convenience in returning the forms.

P. 447
p. 23

This Instrument made the Twelfth day of
June in the year of our Lord one thousand
eight hundred and Eighty Between Peter
Andrews of Occanee County of Kentucky at N. E. of
Knoxville the Party of the first Part and the
of Washoe City County of Washoe State aforesaid
the Party of the Second Part Witnesseth that the
said Party of the first Part for and in
consideration of the sum of Two hundred Dollars
Gold and coin of the United States of America
to him in hand paid by the said Party of the second
Part the receipt whereof is hereby acknowledged
with by this present grant bargain sell and convey
unto the said Party of the second Part and
to his heirs and assigns forever all right
title and interest estate claim and demand
both in Law and Equity in and to the
following mentioned and described tracts parcels
of parcels of land and all springs water rights
locations and claims thereon situate lying and
being in the County of Hamilton State of Tennessee
and more particularly indicated known and
described, as follows to wit the said Tracts and
Premises being the Cattle Range and water
rights locations and claims of said first
Party and known as the East Range of said first
Party partly of Occanee on the Mountains east
of the Hamilton River in the County of Hamilton
aforesaid and also the Cattle Range commonly known
as the West Range on the Trinity Mountains west
of Occanee on the County of Hamilton aforesaid
and the said Springs and water rights among them
as Trinity Springs Coral Ranch Springs and
Springs Bluff Occanee Springs Cattle Springs

S. 496
B223

Logan Springs Dallas Camp Spring half way
Dry Springs Summit Springs Grand Springs
Springs Willow Canon Springs also Spring on
Willow Canon also one Spring in the Grand Canon
west of Willow Canon Little Spring on granite
Potosi Spring wood Spring Potosi Spring and
also Twenty Spring on Grand Canon the said Spring
and water rights and all vested lands in the lands
referred and all ditches flumes and tunnels
through or to the water of said Springs are
conducted; the said lands and Premises and
Springs being of Record in the office of the County
Recorder of the County of Humboldt as per map to
which record reference is hereby made for a more
detailed description of the lands Springs and
Premises hereby conveyed by said first Party to
said second Party together with all more singular
the tenements hereditaments and appurtenances thereto
belonging or in anywise appertaining and the revenues
and issues revenues and revenues rents issues
and profits thereof to have and to hold all and
singular the said Premises together with the
appurtenances unto the said Party of the second
Part and to his heirs and assigns forever
In witness whereof the said Party of the first
Part has hereunto set his hand and seal
the day and year first above written

Witness my hand and seal
this 30th day of Jan }
1880 } Jas. Muzon } Peter Anderson Seal

State of Nevada } ss
County of Humboldt }

On this 30th day of Jan

31 23
p 117

A D On Thursday night I arrived and so being
appeared before me H. C. Emmons & Henry Fabbie
brother in said County of Henry Emmons
and sworn Peter Andrews, who subsequently
proved to me to be the identical person
deceased in and who executed the aforesaid
Instrument by me duly sworn and that the
said Peter Andrews acknowledged to me
that he executed the same, truly and
voluntarily and for the uses and purposes
 therein mentioned. In witness whereof I have
subscribed my name to let my hand and
the seal of my office bear witness that the day
and year in this certificate first
above written H. C. Emmons
Henry Fabbie

Rendered at the Request of H. C. Emmons
July 1st 1880 at 20 minutes past 1 PM
G. F. Thurston
County Recorder