

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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A27-04106
Date Received: 3/31/1989
Receipt No: E006680
Received By: ENC

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: CITY OF BLACKFOOT
Address: 157 N. BROADWAY
BLACKFOOT, ID

208-785-8600

83221

2. Date of Priority: JAN 01, 1900

3. Source: GROUNDWATER

Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
03S	35E	3		NE	SE		BINGHAM

5. Description of diverting works:
WELL, PUMP & TANK

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
MUNICIPAL	01/01	12/31	2.230		

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

A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
M/ MUNICIPAL USE FOR CITY OF BLACKFOOT.

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
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11. Place of use in counties:

12. Do you own the property listed above as place of use? YES

A27-04106

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Date: 03/31/89

A2704106



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13. Other Water Rights Used:

27-04084/04086/04087/04088/07329/35-04251

14. Remarks:

MUNICIPAL CORP. WELL #3,
PLACE OF USE IS WITHIN CITY LIMITS OF BLACKFOOT, IDAHO

15. Basis of Claim: STATUTORY CLAIM

16. Signature(s)

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

Number of attachments: 1

For Organizations:

I do solemnly swear or affirm that I am Water Supt. of

City of Blackfoot, that I have signed the foregoing
Organization

document in the space below as Water Supt. of

City of Blackfoot and that the statements contained in the
Organization
foregoing document are true and correct.

Jack A. Ohney
Signature of Authorized Agent

Water Supt. City of Blackfoot
Title and Organization

4-3-89
Date

State of Idaho)

County of Bingham) SS.

Subscribed and sworn (or affirmed) before me this 3rd day

of April 19 89

Donovan D. Wren
Notary Public

Seal

Residing at Blackfoot

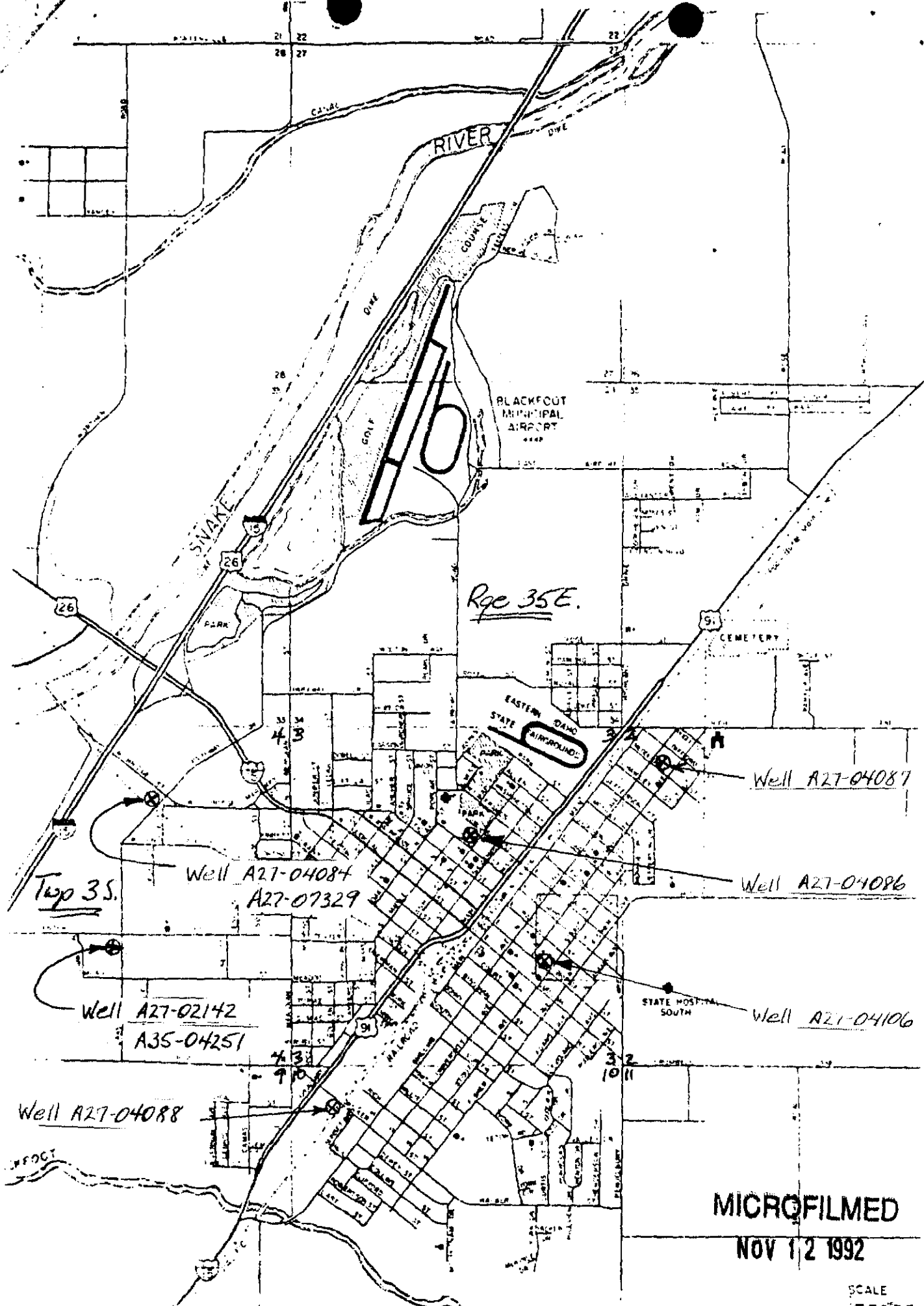
My Commission Expires 4-21-93
2 Date: 03/31/89

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SCALE

AJ5809WP
No. A27-04106

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 10/26/94
PAGE: 23

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	CITY OF BLACKFOOT 157 N BROADWAY BLACKFOOT ID 83221 (208) 785-8600	01/01/1900	MUNICIPAL	01-01 12-31	2.23 CFS	
TOTAL DIVERSION:					2.23 CFS	

Water Source: GROUNDWATER

Tributary to:

Stage: STATUTORY CLAIM

Point(s) of Diversion: T03S R35E S03 NESE

BINGHAM County

POU County:

Non-Irrigation Uses: M/ MUNICIPAL USE FOR CITY OF BLACKFOOT.

Other Rights: 27-04084/04086/04087/04088/07329/35-04251

Remarks: MUNICIPAL CORP. WELL #3,
PLACE OF USE IS WITHIN CITY LIMITS OF BLACKFOOT, IDAHO

Dates: Exam Made Date: Verified Date:

Misc: Water District Number: Field Inspection Flag:
Presumption Flag:

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NOV 13 1996



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720 -(208) 327-7900

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON

DIRECTOR

RECEIVED

MAR 1 - 1990

Department of Water Resources
Eastern District Office

February 22, 1990

Blackfoot Water Dept.
C/O Jack Olney
157 N. Broadway
Blackfoot, ID 83221

Gentlemen:

Our records show you have filed your adjudication claim(s) in the Snake River Basin Adjudication. Our records do not, however, include a clear map of your service area. Would it be possible for us to get a map of your customer service area for your municipal water system, both to supplement the record of your claim(s) and for use as described below?

In our review and investigation phase of the Snake River Basin Adjudication, the map would be helpful for us to have this information in verifying individual claims to water rights for domestic purposes. We will be happy to discuss with you the most convenient way for you to provide this information to us. I can be reached at 327-7931 or you may contact my assistant, Anita Warntjes at 327-7986.

Your assistance in this matter is greatly appreciated.

Sincerely,

DAVID B. SHAW
Adjudication Bureau Chief

DBS:alw

101-24007
27-22142
14034
14086
14087
14088
14106
14121
14152
35-24251

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NOV 12 1992

TO: Blackfoot Water Department

April 22, 1983

RE: Well #3, East Bridge Street

I, Frank J. Files, would like to confirm for the City of Blackfoot, Idaho, Water Department, the existence of Well #3 prior to 1940. It being the original well for the water system. It was a private water system for the city and was purchased by the city in the early 1900's.

My father, Samuel Files, was water superintendent when I was eight years old. We lived in a city owned house at 272 West Idaho Street.. I accompanied my father many times when he checked the system and the pump and well at pump #3.

By 1940, the pump at Well #3 had been converted from an electrical motor to a big gasoline stand-by emergency engine. We periodically tested the pump and motor to ensure that it would run whenever necessary.

Frank J. Files



Local Water Superintendent
Blackfoot, Idaho

MICROFILMED
NOV 13 1996

Well # MICROFILMED
Priority NOV 13 1996

Water Right number
A 27-04106

well 3

WARRANTY DEED.

THIS INDENTURE, Made the 5th day of February, in the year of our Lord one thousand nine hundred and twenty-one, between THE BLACKFOOT WATER WORKS, Limited, a corporation of the State of Idaho, having its principal place of business at the City of Blackfoot, in the County of Bingham, State of Idaho, the party of the first part, and the CITY OF BLACKFOOT, a municipal corporation of the State of Idaho, within Bingham County, State of Idaho, the party of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of EIGHTY-TWO THOUSAND (\$82,000.00) DOLLARS, lawful money of the United States of America, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, and pursuant to a resolution of the stockholders of the said first party, duly passed and approved and adopted at a meeting of said stockholders, regularly called and held at the place of business of said corporation in the said City of Blackfoot on the 29th day of October, 1920, at which meeting all of the issued capital stock of the corporation was represented, and at which meeting the following resolution was passed, approved and adopted by the unanimous vote of all of said stockholders:

"WHEREAS, it appears that the City of Blackfoot, a municipal corporation of the State of Idaho, desires to purchase the water system of the corporation, and, if the purchase cannot be made, intends to construct and operate a water system within the said City, and has offered the said corporation the sum of \$82,000.00 for its works and system, and it appearing that the business in the City of Blackfoot will not support two water systems, and that it is for the best interest of said corporation and the stockholders thereof that the said water system be sold to the said City of Blackfoot for the sum of \$82,000.00,

NOW, THEREFORE, be it resolved by the stockholders of said corporation that it is for the best interests of said corporation and its stockholders that the said water system be sold to the City of Blackfoot for the said sum of \$82,000.00, and it is further resolved that the proper officers of said corporation be hereby authorized and directed to enter into any contract with the City of Blackfoot looking to the sale of said system to the said city for the sum of \$82,

000.00, and in this regard they are hereby empowered to agree upon the terms and conditions of sale, method of payments and all other matters involved in said transaction, and the said stockholders hereby ratify and confirm any and all acts of such officers in the performance of the terms of this resolution."

does by these presents grant, sell, bargain and convey and confirm unto the said party of the second part, and to its successors and assigns forever all the certain lots, pieces and parcels of land, situate, lying and being in the City of Blackfoot, County of Bingham, State of Idaho, and bounded and described as follows, to-wit:

Beginning at a point on the Northerly side of Block Sixty-one (61) of Shilling's Addition to the City of Blackfoot, Bingham County, Idaho, Sixty-seven (67) feet from the Northwest corner of said Block Sixty-one (61); running thence Easterly along the Northerly side of said Block a distance of Fifty-eight (58) feet to a twenty (20) foot alley; thence Southerly and along the West side of said alley a distance of One Hundred Twenty-five (125) feet; thence Westerly at a right angle to said alley a distance of Fifty-eight (58) feet; thence Northerly parallel to said alley a distance of One Hundred Twenty-five (125) feet to the place of beginning. Together with all water works, equipment, tank, plant, tools, distribution system and all other fixtures and property of every kind and nature, and all property rights, easements and franchises belonging or appertaining thereto. Together with the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof.

Said premises above described being further accurately described as the Easterly Fifty-eight (58) feet of Lots One (1) to Five (5), both inclusive, in Block One (1) of McDonald's Addition to the City of Blackfoot aforesaid, said tract having a frontage of One Hundred Twenty-five (125) feet upon the alley in said Block One (1), and a frontage of Fifty-eight (58) feet upon East Bridge Street.

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

presents forever defend, excepting only an outstanding issue of bonds in the sum of Forty Thousand (\$40,000.00) Dollars, secured by two certain Trust Deeds upon said property, executed to D. W. Standrod and Company, Trustee, which the said party of the second part assumes and agrees to pay as a part of the aforementioned consideration for this conveyance, and subject to one-sixth of the taxes upon said property for the year 1920, to be paid by said second party.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed by its President and Secretary and its corporate seal to be hereunto affixed the day and year first above written.

TIDE BLACKFOOT WATER WORKS, Limited,

By J. A. Martin

Its President,

Attest:

Mary A. Johnson
Its Secretary.

State of Idaho,)
County of Bingham.) ss.

I DO HEREBY CERTIFY: That on this 5th day of February, in the year of 1921, before me, John W. Jones, a notary public in and for the State of Idaho, personally appeared J. A. Martin and Mary A. Johnson, known to me to be respectively the President and Secretary of the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same.

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

My commission expires
July 16, 1921.

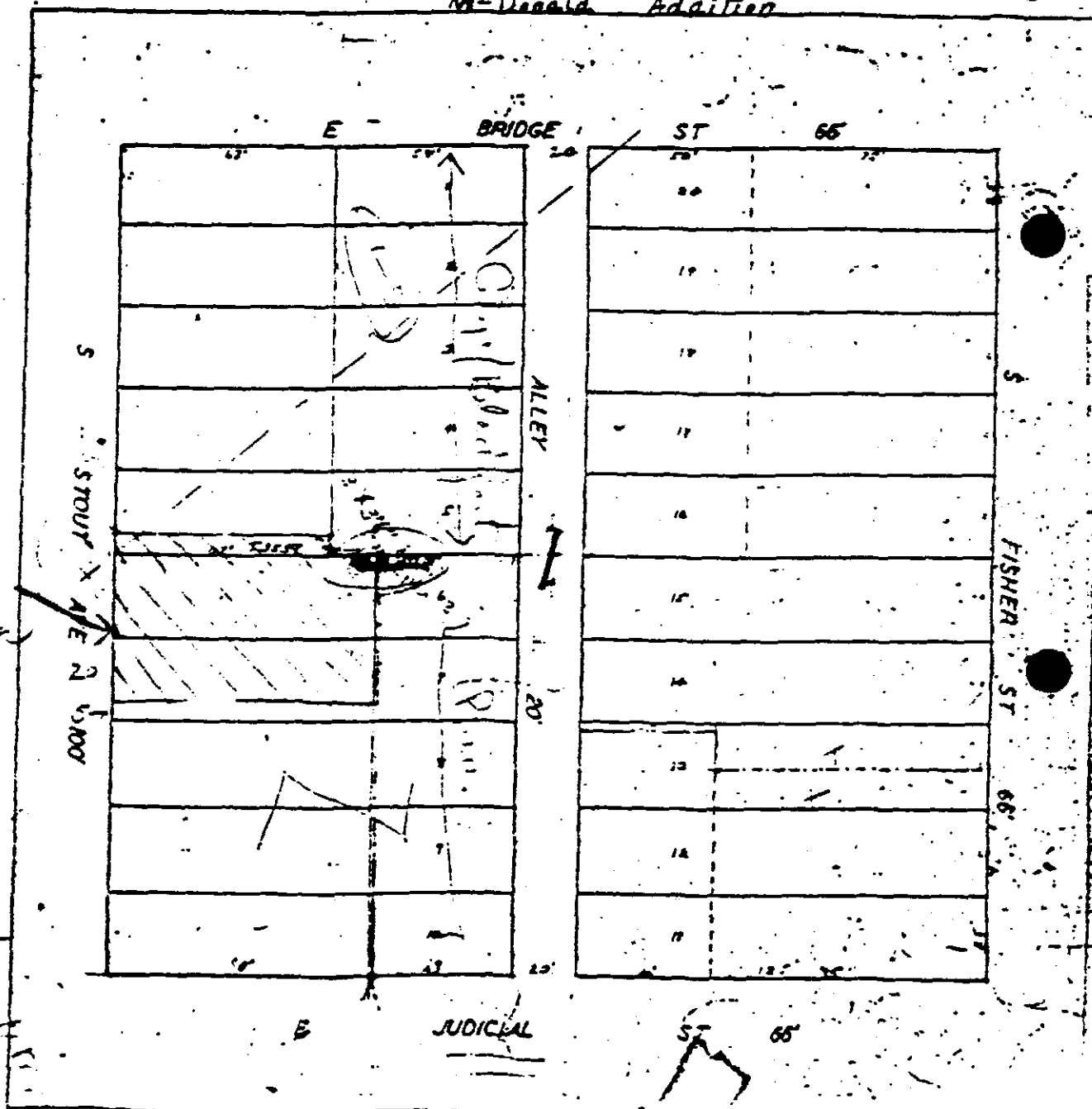
John W. Jones
Notary Public for the State of Idaho,
Residing at Blackfoot, Idaho.

BINGHAM COUNTY, IDAHO

See _____ Type _____ Design _____ E. R. M. Scale 1" = _____ 2C

Shilling Addition
M² Donald Addition

BLACKFOOT

[illegible]

STATE OF IDAHO,
County of Bingham. } ss.

I DO HEREBY CERTIFY: That on this 5th day of February, in the
year of 1921, before me, John W. Jones, a Notary Public in and
for the State of Idaho, personally appeared
Mary A. Johnson, a widow,

known to me to be the person whose name is subscribed to the within and foregoing instru-
ment and acknowledged to me that she executed the same.

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

My Commission Expires July 16, 1921.

John W. Jones
Notary Public for the State of Idaho,
Residing at Blackfoot, Idaho.

WARRANTY DEED

No. _____

TO _____

Dated _____, 19____

Recorded at the request of L. J. Chapman

Feb. 6. 1921

at 52 minutes past 11 o'clock

4 A.M., in Record of Deeds, Book 41

page 328, Records of the County of Bingham State of Idaho.

F. M. Fisher. Recorder.

By Julia Sutton Deputy Recorder.

Fee \$ 1.20

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NOV 13 1996

WARRANTY DEED

THIS INDENTURE, made the 5th day of February, in the year of Our Lord, One Thousand Nine Hundred and twenty-one between Mary A. Johnson, a widow,

of the County of Bingham, State of Idaho, the part Y of the first part, and CITY OF BLACKFOOT, a municipal corporation of the State of Idaho, of the County of Bingham, State of Idaho, the part Y of the second part.

WITNESSETH: That the said part Y of the first part, for and in consideration of the sum of One Dollar and other valuable considerations, Dollars lawful money of the United States of America, to her in hand paid by the said part Y of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, sell, bargain and convey and confirm unto the said part Y of the second part, and to its successors and assigns forever, all the certain lot, piece or parcel of land, situate, lying and being in the County of Bingham, and State of Idaho, and bounded and described as follows, to wit:

Commencing at a point on the line between Lots Five (5) and Six (6) in Block One (1) in McDonald's Addition to the City of Blackfoot, Bingham County, Idaho, according to the recorded plat thereof, Twenty-nine feet Westerly from the west line of the alley in said Block One (1); and running thence Westerly along said line between said lots Five (5) and Six (6) a distance of Nineteen (19) feet and Six (6) inches; thence at a right angle in a Southerly direction a distance of Three (3) feet; thence at a right angle in an Easterly direction a distance of Nineteen (19) feet and Six (6) inches; thence at a right angle and parallel with the line of the said alley in a Northerly direction Three (3) feet to the place of beginning, being a strip of land Three (3) feet wide adjoining the property of the City of Blackfoot and occupied by its stone water works building.

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

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

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

Signed, Sealed and Delivered in the presence of

John A. Johnson

Mary A. Johnson (SEAL)

(SEAL)

(SEAL)

(SEAL)

of the County of Bingham and State of Idaho, the part y of the first part, and

CITY OF BLACKFOOT, a municipal corporation of the State of Idaho,
of the County of Bingham and State of Idaho, the part y of the second part,

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

One Dollar and other valuable considerations,

DOLLARS,

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

do so by these presents grant, sell, bargain and convey and confirm unto the said part y of the second part, and to his heirs and assigns forever, all the certain lot, place or parcel of land situate, lying and being in the County of Bingham and State of Idaho, and bounded and described as follows, to wit:

Commencing at a point on the line between Lots Five (5) and Six (6) in Block One (1) in McDonald's Addition to the City of Blackfoot, Bingham County, Idaho, westward to the ~~East~~ West thereof, Twenty-Nine feet Westward from the west line of the alley in said Block One (1); and running thence Westward along said line between said Lots Five (5) and Six (6) a distance of Nineteen (19) feet and Six (6) inches; thence at a right angle in a Southerly direction a distance of Three (3) feet; thence at a right angle in an Easterly direction a distance of Nineteen (19) feet and Six (6) inches; thence at a right angle and parallel with the line of the said alley in a Northerly direction Three (3) feet to the place of beginning, being a strip of land Three (3) feet wide adjoining the property of the City of Blackfoot and occupied by its stone water works building.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, and the rents, issues and profits thereof

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

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

BEFORE, SIGNED AND DELIVERED IN THE PRESENCE OF

John W. Jones

Mary A. Johnson

[Seal]

[Seal]

[Seal]

[Seal]

STATE OF IDAHO,

County of Bingham

I DO HEREBY CERTIFY, That on this 8th day of February, in the year 1921, before me, John W. Jones, a Notary Public, in and for said County and State, personally appeared Mary A. Johnson, a widow,

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

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

John W. Jones
Notary Public
for the State of Idaho, Residing at Blackfoot, Idaho

Recorded at the request of L. J. Chapman, Feb. 18, 1921 at 11:58 A.M.

Notary Public

By John Little

P.M. Fisher.

Recorder
County of Bingham

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NOV 13 1996

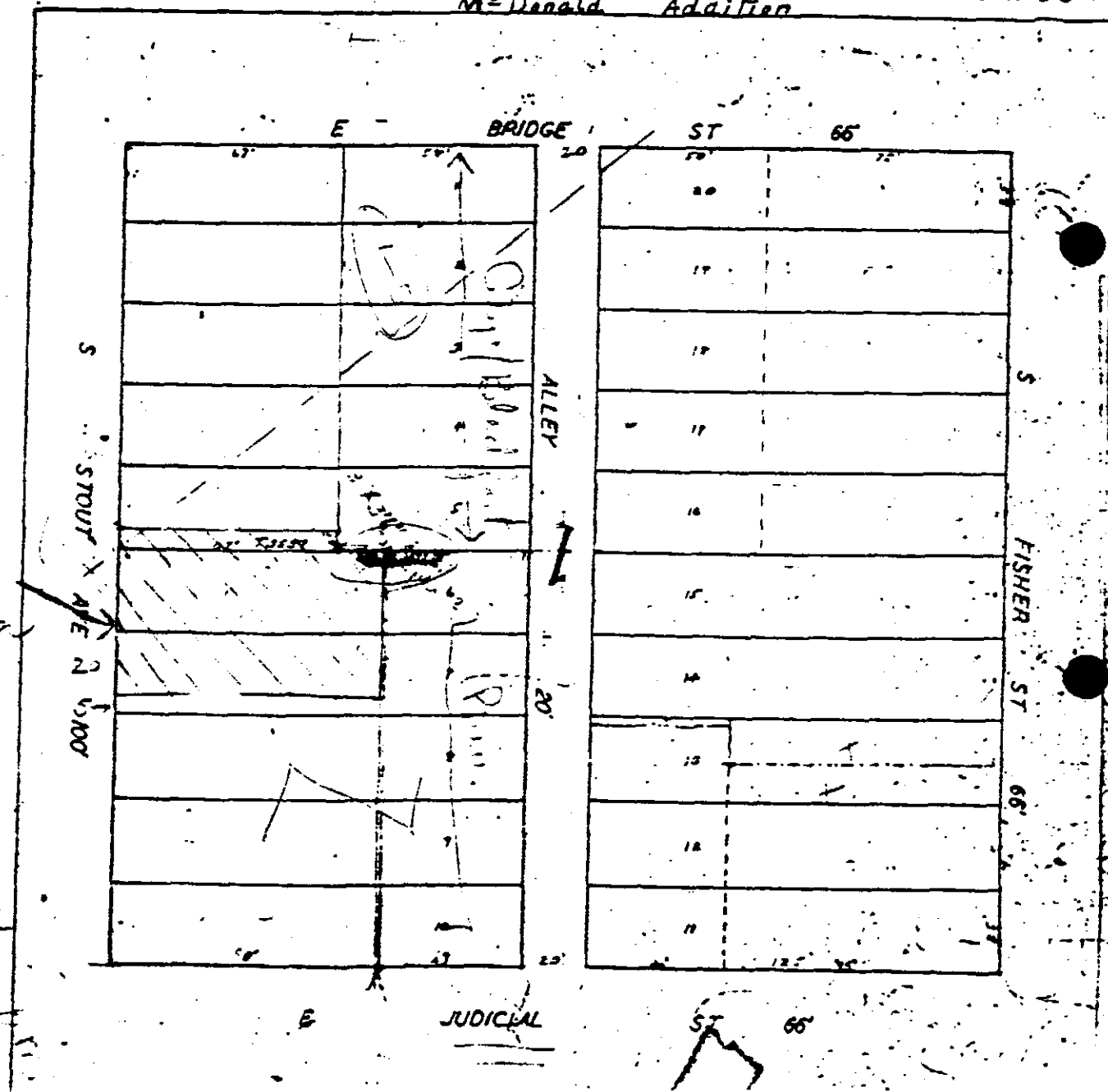
BINGHAM COUNTY, IDAHO

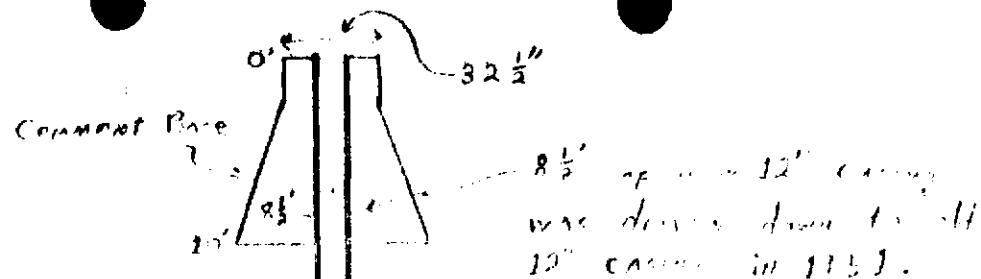
Sec. _____ Twp. _____ Range _____ E. R. M. _____ Scale 1" = _____ 25'

Shilling
M^cDonald

Addition
Addition

BLACKFOOT

[illegible]



12" Casing

The old Johnson well at 346 East Bridge was put back into service in 1952.

The well measured 97'6" deep on July 3, 1951

Data concerning earth structures drilled through is unknown.

12" Casing

83'

At 83' there is a smaller hole - either a smaller casing, the end of the casing, or some undetermined obstruction.

Scale 1" = 10'

97'6"

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7.1.