

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: A29-00224
Date Received: 5/01/1990
Receipt No: ED14755/2
Received By: EEN

RECEIVED

JUN 5 1990

Department of Water Resources
Eastern District Office

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name: CITY OF MC CAMMON 208-254-3200
Address: P.O. BOX 9
MC CAMMON, ID 83250
2. Date of Priority: JUN 17, 1902
3. Source: WEST BOB SMITH CREEK Trib. to: PORTNEUF RIVER
CRYSTAL SPRINGS WEST BOB SMITH CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
09S	37E	3	SW	SW			BANNOCK

5. Description of diverting works:
SPRING HOUSE TO PIPELINE. CITY DISTRIBUTION.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
MUNICIPAL	04/15	09/15	0.500		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
MUNICIPAL USE WITHIN THE CITY LIMITS OF MC CAMMON

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
09S	37E	12				MUNI	
		13				MUNI	

A29-00224

Page 1

Date: 05/18/90

MICROFILMED

NOV 13 1992

A2900224

11. Place of use in counties: BANNOCK

12. Do you own the property listed above as place of use? NO

13. Other Water Rights Used:
29-07370, 07390, 07834

14. Remarks:
P/U IS VILLAGE OF MC CAMMON.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date:

UNION GRAIN & ELEVATOR CO.
Decree Plaintiff

vs

MC CAMMON DITCH CO., ET. AL.
Decree Defendant

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 ☐ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 0

For Organizations:

I do solemnly swear or affirm that I am Mayor of
Title
City of Mc Cammon, that I have signed the foregoing
Organization
document in the space below as Mayor of
Title
City of Mc Cammon and that the statements contained in the
Organization
foregoing document are true and correct.

Martell V. Genter
Signature of Authorized Agent

Mayor of Mc Cammon
Title and Organization

June 4, 1990
Date

State of Idaho)
County of Bannock) SS.

Subscribed and sworn (or affirmed) before me this 4 day

of June 19 90

Belva Olsen
Notary Public

Seal

Residing at McCammon

My Commission Expires 10-95

WARRANTY DEED.

THIS INDENTURE made this 9th day of December in the year of our Lord one thousand nine hundred and twenty-six, between John T. Gittins and Olena Gittins, husband and wife, and Arden A. Christensen and Hazel Christensen, husband and wife, all of McCammon, County of Bannock, State of Idaho, the parties of the first part, and Village of McCammon, Idaho, a municipal corporation, party of the second part:

WITNESSETH, That the parties of the first part, for and in consideration of the sum of Two thousand nine hundred twenty-five Dollars (\$2,925.00), cash, lawful money of the United States of America, to them in hand paid by the party of the second part, receipt whereof is hereby acknowledged, have granted, bargained and sold and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part and to its successors and assigns forever, all of the following described property situated in the County of Bannock, State of Idaho, to-wit:

Thirty-nine hundredths (39/100) cubic feet per second of time (19 $\frac{1}{2}$ miner's inches) of the waters of Crystal springs (the same being the head waters of west Bob Smith Creek in Bannock County, Idaho) with a priority of July 1st. 1892, which said waters have heretofore been used for the irrigation of eleven (11) acres of land in Lot four (4) and the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section twenty (20) Township nine (9) South Range thirty-seven (37), East Boise Meridian, and eight and six-tenths (8 $\frac{6}{10}$) acres of land in the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section seventeen (17), Township nine (9), South Range thirty-seven (37) East Boise Meridian, and which water has heretofore been diverted from said springs through the Cutler ditch and which water and water rights hereby conveyed are described as right No. 146 and No. 147 of that certain decree entered in the District Court of the Fifth Judicial District of the State of Idaho ,

in and for Bannock County, wherein the Union Grain & Elevator Company, a corporation, was plaintiff, and McCammon Ditch Company, a corporation, et al., were defendants, dated June 29th. 1921 and filed and entered July 1st. 1921, and also all accretions and additions to said waters or water rights which may hereafter accrue by reason of subsequent litigation and development work in said Crystal Springs or otherwise.

Together with all and singular the appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to said property, as well in law as in equity of the parties of the first part,

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises together with the appurtenances and accretions unto the said party of the second part and to its successors and assigns forever. And the said parties of the first part, and their heirs and assigns, 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 assigns, 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.

It is understood between the parties that the party of the second part intends to divert said waters hereby conveyed into its pipe line at Crystal Springs.

And the said parties of the first part hereby covenant and agree that they are the lawful owners of said water rights, and the whole thereof, and are possessed of the absolute right to convey the same and that the change of the place of use

of said water will not interfere with nor affect the rights of any person whatsoever; that there is no right to the waters of Crystal Springs prior in point of time to the rights hereby conveyed.

Said parties further agree jointly and severally that they will forever warrant and defend the title to and right to use the waters aforesaid, and the right to divert said waters to the uses of this grantee and if said rights or any of them are attacked in Court they will, upon request of said grantee, pay any reasonable expense of such litigation and, if any Court decision should be such as to diminish the value of the rights hereby conveyed, will pay such damages sustained.

Said grantors further agree that they will, at their own expense, attend to the concluding of any litigation now pending and affecting the right to the use of the aforesaid waters and they hereby jointly and severally guarantee the successful conduct and conclusion of said actions, both State and Federal, to the end that the right hereby conveyed shall not be diminished either in priority, amount, or relative right to the use of the waters of said Crystal Springs.

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

John T. Gittins
Olene Gittins
Eden G. Christensen
Hazel Christensen

Signed, sealed and delivered in the presence of:

A. R. Merrill

STATE OF IDAHO

COUNTY OF BLAINE

) ss
)

On this 9th. day of December, 1926, before me
Theo J. Turner, a Notary Public in and for said
County and State, personally appeared John T. Gittins,
Olona Gittins, Arden^{A.} Christiansen and Hazel Christiansen,
known to me to be the persons whose names are subscribed
to the within instrument, and acknowledged to me that they
executed the same.

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

Theo J. Turner
Notary Public
Residence: Pocatello, Idaho

(SEAL)

QUITCLAIM DEED

THIS INDENTURE, Made the 15th day of February, in the year of our Lord One Thousand Nine Hundred and Forty-seven, between ARDEN A. CHRISTIANSEN and HAZEL ELIZABETH CHRISTIANSEN, husband and wife, of Pocatello, County of Bannock, State of Idaho, the parties of the first part, and the VILLAGE OF McCAMMON, IDAHO, a municipal corporation organized under the laws of Idaho and within the boundaries of Bannock County, Idaho, the party of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of One Dollar, lawful money of the United States of America, to them in hand paid by the said party of the second part, and other valuable consideration, the receipt of which is hereby acknowledged, do by these presents demise, release and forever Quitclaim unto the said party of the second part, and to its successors and assigns forever, the following described real property located in Bannock County, Idaho, to wit:

Thirty-one hundredths of a cubic foot of water per second of time (.31 c.f.s.), otherwise described as 15 $\frac{1}{2}$ Miner's inches of the waters of Crystal Springs, the same being headwaters of West Bob Smith Creek in Bannock County, Idaho, with a priority of July 1, 1892, which said waters have heretofore been used through the Cutler Ditch for irrigation of 15.5 acres of land in Lot 3 and the North Half of the Northwest Quarter of Section 20, Township 9 South Range 37 East of the Boise Meridian, and at various times upon other lands, and which water right hereby conveyed is otherwise described as all of that certain adjudicated right listed in that decree of the District Court of the Fifth Judicial District of the State of Idaho in and for Bannock County, wherein Union Grain & Elevator Company, a corporation, was plaintiff, and McCammon Ditch Company, et al, were defendants, dated June 29, 1921, and filed and entered in the records of Bannock County, Idaho, July 1, 1921, and thereafter again signed and filed for record on the 6th day of August, 1932, and recorded in Book 11 of Judgments at page 202 of the Records of Bannock County, as right No. 148 decreed to J. C. Lewis, with a priority of July 1, 1892, in the amount of .31 c.f.s. with point of diversion and place of use recited as follows: "said water to be diverted through said Cutler Ditch last above described for the irrigation of 15.5 acres of land in Lot 3 and the North Half of the Northwest Quarter of Section 20, Township 9 South, Range 37 East Boise Meridian."

TO HAVE AND TO HOLD all and singular the said premises,
together with the appurtenances unto said party of the second part,
and to its successors and assigns forever.

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

Arden A. Christiansen
Hazel Elizabeth Christiansen

STATE OF IDAHO)
 : ss.
COUNTY OF BANNOCK)

On this 15th day of Feb., in the year 1947,
before me, the undersigned, a Notary Public in and for said
State, personally appeared ARDEN A. CHRISTIANSEN and
HAZEL ELIZABETH CHRISTIANSEN, husband and wife, known to me to
be the persons whose names are subscribed to the within instru-
ment, and acknowledged to me that they executed the same.

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

D. J. Merrill
NOTARY PUBLIC
Residing at: Pocatello, Idaho

(SEAL)

This deed is given to perfect title, and no revenue stamps required.

B O N D

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, John F. Gittins and Olena Gittins, husband and wife, and Arden A. Christiansen and Hazel Christiansen, husband and wife, as principals, and United States Fidelity and Guaranty Company, as sureties, are held and firmly bound to the Village of McCammon, Idaho, in the sum of One Thousand Dollars (\$1,000.00), lawful money of the United States of America, to be paid to the said Village of McCammon, Idaho, for which payment well and truly to be made, we bind ourselves, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

Sealed with our seals and dated this 14th day of December, 1926.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above named principal, as grantors, did on the 9th. day of December, 1926, make, execute and deliver to the Village of McCammon, Idaho, for the consideration therein expressed a certain warranty deed whereby and by the terms whereof there was conveyed to the said Village of McCammon, Idaho, a municipal corporation, certain water and water rights in said deed particularly described, and the title and right to convey said waters was warranted in said deed, and it was agreed on the part of said grantors that the grantors would defend the title and the right to the use of the waters described in said deed and the right to divert the waters to the uses of the grantee therein recited and that if said rights, or any of them, were attacked in Court that the said grantors

* would, upon request of the grantee therein mentioned, pay any reasonable expenses of litigation and if any Court decision should be such as to diminish the value of the rights conveyed that said grantors would pay such damages sustained, and further, said grantors agreed to attend to the concluding of any litigation now pending and affecting the right to the use of the waters described in said deed and warranted a successful conclusion of said actions to the end that the right conveyed by said deed should not be diminished either in priority, amount or relative right to the use of the waters referred to, a copy of which said deed is hereto attached and made part of this bond as fully as if set forth at length.

NOW WHEREFORE, if the above named principals, as grantors in said deed, shall faithfully perform all of the obligations required of them in said warranty deed and shall, at all times, save the Village of McCammon, Idaho, harmless from any breach of any covenant therein contained, then this obligation shall be void; otherwise to remain in full force, effect and virtue.

John T. Gittins
Oleera Gittins
John P. Gittins
Hazel Gittins
Principals

UNITED STATES FIDELITY AND
GUARANTY COMPANY, a corporation

BY [Signature]
Its attorney in fact.

Countersigned

[Signature]
Forrest H. H.

WARRANTY DEED.

THIS INDENTURE made this 9th day of December in the year of our Lord one thousand nine hundred and twenty-six, between John T. Gittins and Olena Gittins, husband and wife, and Arden A. Christiansen and Hazel Christiansen, husband and wife, all of McCammon, County of Bannock, State of Idaho, the parties of the first part, and Village of McCammon, Idaho, a municipal corporation, party of the second part:

WITNESSETH, That the parties of the first part, for and in consideration of the sum of Two thousand nine hundred twenty-five Dollars (\$2,925.00), cash, lawful money of the United States of America, to them in hand paid by the party of the second part, receipt whereof is hereby acknowledged, have granted, bargained and sold and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part and to its successors and assigns forever, all of the following described property situated in the County of Bannock, State of Idaho, to-wit:

Thirty-nine hundredths ($39/100$) cubic feet per second of time ($19\frac{1}{2}$ miner's inches) of the waters of Crystal springs (the same being the head waters of west Bob Smith Creek in Bannock County, Idaho) with a priority of July 1st. 1892, which said waters have heretofore been used for the irrigation of eleven (11) acres of land in Lot four (4) and the Northwest Quarter of the Northeast Quarter ($NW\frac{1}{4}NE\frac{1}{4}$) of Section twenty (20) Township nine (9) South Range thirty-seven (37), East Boise Meridian, and eight and six-tenths ($8\frac{6}{10}$) acres of land in the Southwest Quarter of the Southeast Quarter ($SW\frac{1}{4}SE\frac{1}{4}$) of Section seventeen (17), Township nine (9), South Range thirty-seven (37) East Boise Meridian, and which water has heretofore been diverted from said springs through the Cutler ditch and which water and water rights hereby conveyed are described as right No. 146 and No. 147 of that certain decree entered in the District Court of the Fifth Judicial District of the State of Idaho ,

In and for Bannock County, wherein the Union Grain & Elevator Company, a corporation, was plaintiff, and McCammon Ditch Company, a corporation, et al., were defendants, dated June 29th. 1921 and filed and entered July 1st. 1921, and also all accretions and additions to said waters or water rights which may hereafter accrue by reason of subsequent litigation and development work in said Crystal Springs or otherwise.

Together with all and singular the appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to said property, as well in law as in equity of the parties of the first part,

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

It is understood between the parties that the party of the second part intends to divert said waters hereby conveyed into its pipe line at Crystal Springs.

And the said parties of the first part hereby covenant and agree that they are the lawful owners of said water rights, and the whole thereof, and are possessed of the absolute right to convey the same and that the change of the place of use

STATE OF IDAHO)
) 33
COUNTY OF BANNOCK)

On this 9th. day of December, 1926, before me
Theo J. Turner, a Notary Public in and for said
County and State, personally appeared John T. Gittins,
Olona Gittins, Arden^A Christensen and Hazel Christiansen,
known to me to be the persons whose names are subscribed
to the within instrument, and acknowledged to me that they
executed the same.

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

Theo J. Turner
Notary Public
Residence: Pocatello, Idaho

(SEAL)

WARRANTY DEED

THIS INDENTURE, Made this 14th day of March, in the year of our Lord One Thousand Nine Hundred and Forty-seven, between DAVID T. JOHNSON and SYLVIA R. JOHNSON, husband and wife, of McCammon, County of Bannock, State of Idaho, parties of the first part, and the VILLAGE OF McCAMMON, IDAHO, a municipal corporation organized under the laws of Idaho and within the boundaries of Bannock County, Idaho, party of the second part, WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of Two Thousand and no/100 DOLLARS (\$2,000.00) cash, lawful money of the United States of America, to them in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, do by these presents, grant, bargain, sell and convey and confirm unto the said party of the second part, and to its successors and assigns forever, the following described real property located in Bannock County, Idaho, to wit:

Thirty-one hundredths of a cubic foot of water per second of time (.31 c.f.s.), otherwise described as 15 $\frac{1}{2}$ Miner's inches of the waters of Crystal Springs, the same being headwaters of West Bob Smith Creek in Bannock County, Idaho, with a priority of July 1, 1892, which said waters have heretofore been used through the Cutler Ditch for irrigation of 15.5 acres of land in Lot 3 and the North Half of the Northwest Quarter of Section 20, Township 9 South Range 37 East of the Boise Meridian, and at various times upon other lands, and which water right hereby conveyed is otherwise described as all of that certain adjudicated right listed in that decree of the District Court of the Fifth Judicial District of the State of Idaho in and for Bannock County, wherein Union Grain & Elevator Company, a corporation, was plaintiff, and McCammon Ditch Company, et al, were defendants, dated June 29, 1921, and filed and entered in the records of Bannock County, Idaho, July 1, 1921, and thereafter again signed and filed for record on the 6th day of August, 1932, and recorded in Book 11 of Judgments at page 202 of the Records of Bannock County, as right No. 148 decreed to J. G. Lewis, with a priority of July 1, 1892, in the amount of .31 c.f.s. with point of diversion and place of use recited as follows: "said water to be diverted through said Cutler Ditch last above described for the irrigation of 15.5 acres of land in Lot 3 and the North Half of the Northwest Quarter of Section 20, Township 9 South, Range 37 East Boise Meridian."

TO HAVE AND TO HOLD All and singular, the property hereby conveyed unto the said party of the second part and to its successor and assigns forever.

It is the intention of the undersigned to hereby convey to the grantee all of said water right together with all accretions or additions thereto that may have been acquired since the rendition of said decree.

It is understood between the parties hereto that the party of the second part intends to divert certain waters hereby conveyed into its pipe-line for municipal uses.

The said parties of the first part hereby covenant and agree that they are the lawful owners of said water right and the whole thereof and the same is free from any lien or encumbrance and they are possessed of the absolute right to convey the same and that the change in the place of use of said waters will not interfere with nor affect the rights of any other person whomsoever and there is no right to the waters of Crystal Springs prior in point of time to the right hereby conveyed.

The parties of the first part, their heirs and assigns, warrant the said property hereby conveyed in the quiet and peaceable possession of the party of the second part, and its successors and assigns, and agree that they will forever defend the title to and the right to use said waters by the party of the second part against any claim of any person whomsoever, lawfully claiming, or to claim, said waters or any part thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

David T. Johnson
Lydia R. Johnson



STATE OF IDAHO)
COUNTY OF BANNOCK) ss.

On this 14th day of March, 1947, before me, the undersigned, Notary Public for said State, personally appeared DAVID T. JOHNSON and SYLVIA R. JOHNSON, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and they duly acknowledged to me that they executed the same.

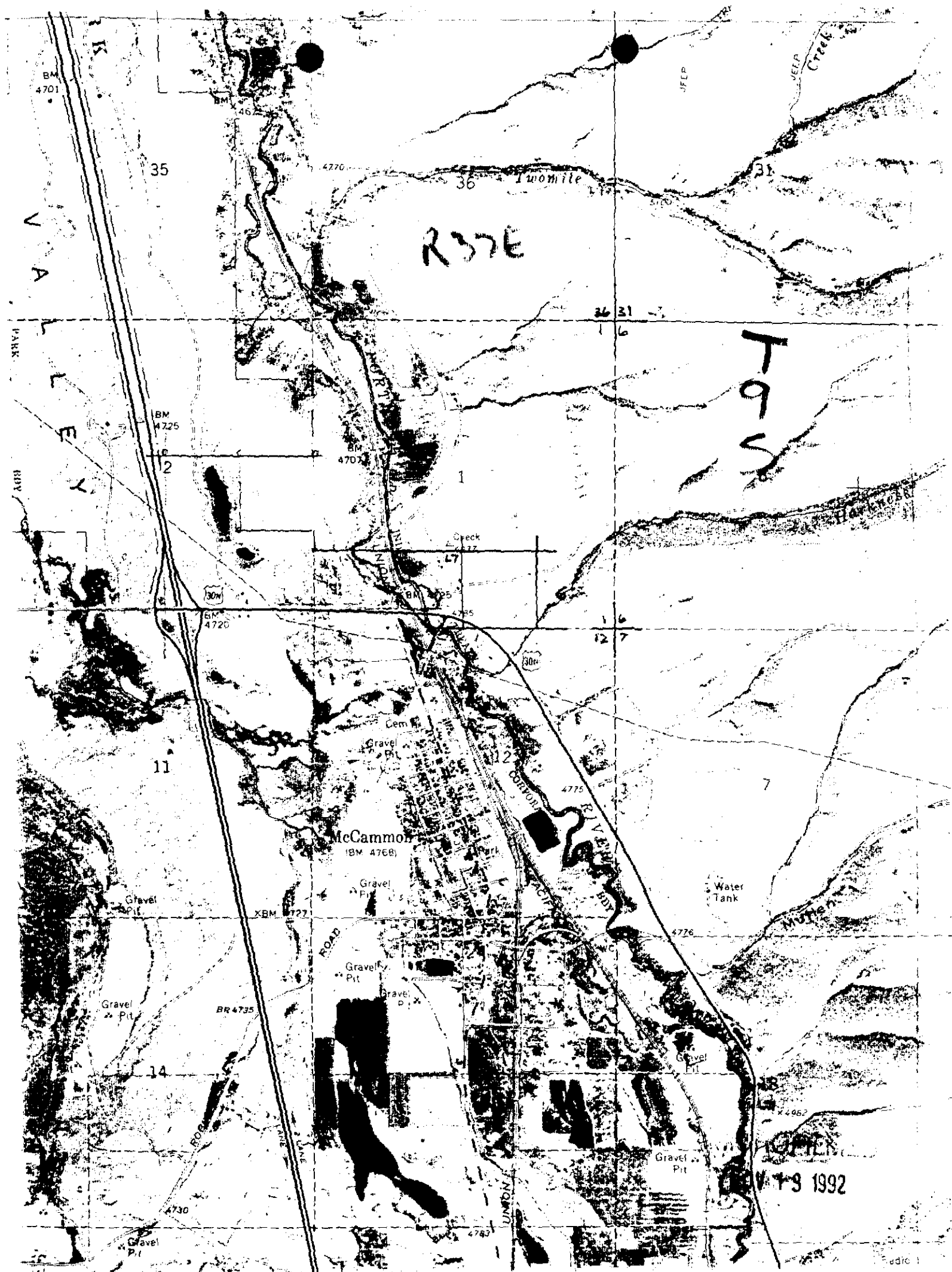
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


NOTARY PUBLIC

Residing at: McLennan Lake

MY COMMISSION EXPIRES
MARCH 16 1949

(SEAL)



29-00224

REFERENCE POD/SOURCES OF CHA

POD: T9S, R37E SEC. 3

SOURCES: Crystal Springs

West Bob Smith Cr.

Something is
Screwed up in
the CVR

Wait some postcard
and print recommendations

As Decided
get except

QQ BB-42 shows Crystal Springs to be located
at SE NWSB which also appears to be the head
of W. Bob Smith Cr. See attached map QQ BB-42.

Questions:

1. Is this claim still used

2. Is the source Crystal Springs, W. Bob Smith Cr. on both

if both. How does Decree read - does it address both?

3. If not addressed as both sources by Decree but both are
used - Another claim for this now-Decreed source is
then needed w/ proof of priority.

* (4) Period of use Decreed as 4/15 to 9/15 = ? Year Round C10?

Recommendations: Remarks/Conditions = N11, F03, C18, C03

1) POD: AS T9S R37E SEC. 3 SE NWSB C03

SOURCES: Crystal Springs and West Bob Smith Cr.

↳ TRIB. WBSR

↳ TRIB. PortNune Riv.

2) Priority on as 1902

3) Q as Decreed @ 0.50 cfs (as claimed)

See CC WR 29-00224 att 6

NAME OF CLAIMANT and DATE OF PRIORITY	AMOUNT IN SECOND FEET	POINT OF DIVERSION AND PLACE OF USE
		acres of land in the Southeast quarter of the Northwest quarter, Section 15, Township 9 South, Range 37 East.

VILLAGE OF McCAMMON, PIPELINE FOR MUNICIPAL PURPOSES.

The pipe line which supplies the Village of McCammon, diverts from West Bob Smith Creek, or Crystal Springs, in the Southwest quarter of the Southwest quarter, Section 3, Township 9 South, Range 37 East. From the Southwest corner of Section 3, the point of diversion bears North 9 degrees and 5 minutes East, 810 feet.

NAME OF CLAIMANT and DATE OF PRIORITY	AMOUNT IN SECOND FEET	POINT OF DIVERSION AND PLACE OF USE
160. <i>Village of McCammon</i> 1902—June 17 (Noon)	.50 c. f. s. (25 inches)	To be used in the Village of McCammon, a municipality, for domestic, culinary, irrigation, fire and other purposes. This water is carried to the Village of McCammon through a pipe line to a reservoir located on the hills to the North of said Village, from which it is piped to a standpipe(or tank) in the said municipality.

JOE WILLEY CREEK, TRIBUTARY TO TWENTY-FOUR MILE CREEK

CALL DITCH NO. 21, diverts from Joe Willey Creek in the Southeast quarter of the Northeast quarter, Section 27, Township 6 South, Range 39 East. From the East quarter corner of Section 27, the point of diversion bears North 53 degrees and 25 minutes West, 952 feet.

CALL DITCH NO. 2, diverts from Joe Willey Creek in the Southwest quarter of the Southwest quarter, Section 27, Township 6 South, Range 39 East. From the Southwest corner of Section 27, the point of diversion bears North 61 degrees and 15 minutes East, 1210 feet.

NAME OF CLAIMANT and DATE OF PRIORITY	AMOUNT IN SECOND FEET	POINT OF DIVERSION AND PLACE OF USE
161. <i>Call, Osmond</i> 1883—May 1	.75 c. f. s. (37.5 inches)	Said water to be diverted through the said Call Ditch No. 1 and Call Ditch No. 2, last above described, for the irrigation of 75 acres of land in the West half of the Southeast quarter, and the Southeast quarter of the Southwest quarter, Section 27, Township 6 South, Range 39 East.

MICROFILMED

MAY 15 1996

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

WATER RIGHT NO. 29-224

Owner Type Name and Address
Current Owner VILLAGE OF MC CAMMON

Priority Date: 06/17/1902
Basis: Decreed
Status: Active

Source Tributary to
CRYSTAL SPRINGS WEST BOB SMITH CREEK
WEST BOB SMITH CREEK PORTNEUF RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
MUNICIPAL	4/15	9/15	0.5 CFS		
Total Diversion			0.5 CFS		

Location of Point(s) of Diversion:

CRYSTAL SPRINGS	SWSW	Sec. 03	Township 09S	Range 37E	BANNOCK County
WEST BOB SMITH CREEK	SWSW	Sec. 03	Township 09S	Range 37E	BANNOCK County

Place(s) of use: No POUs found for this right

Remarks:

1. General P/U IS VILLAGE OF MC CAMMON.

Dates:

Licensed Date:
Decreed Date: 08/06/1932
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Application Received Date:
Protest Deadline Date:
Number of Protests: 0

Other Information:

Receipt Number(s):
State or Federal:
Owner Name Connector:
Water District Number: 29
Generic Max Rate per Acre:
Generic Max Volume per Acre:
Civil Case Number:
Old Case Number:
Decree Plaintiff:
Decree Defendant:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Cary Act Number:
Mitigation Plan: False

POD

29-00224

T.95.
R.37E

00
BB.42



State of Idaho

DEPARTMENT OF WATER RESOURCES

150 Shoup Ave., Suite 15, Idaho Falls, Idaho 83402 - (208) 525-7161

EASTERN REGION

CECIL D. ANDRUS
GOVERNOR
R. KEITH HIGGINSON
DIRECTOR

May 18, 1990

Mayor Martell Gunter
City of Mc Cammon
P.O. Box 9
Mc Cammon, Idaho 83250

JUN 5 1990
Department of Water Resources
Eastern District Office

RE: City of Mc Cammon Water Rights

Dear Mayor Gunter:

The Idaho Department of Water Resources (IDWR) is returning the City's Notice of Claim to a Water Right because of insufficient information and/or fees. The City's check no. 2761 in the amount of \$25.00 is also enclosed. All items on the forms must be completed and fees submitted before the IDWR can process the notice.

Please correct the items identified below and return the notice(s) and filing fee(s) to the IDWR within 30 days of the date of this letter. If the corrected notice(s) are not returned within the 30 days, each notice will be subject to an additional late fee.

Research of our records indicates there are several water rights held by the City. A Notice of Claim in the Snake River Basin Adjudication (SRBA) should be filed for each of these rights that are still in use. The water rights that I have found in the City's name are: 29-00224, 29-07370, 29-07390 and 29-07834.

As a convenience to you I have enclosed typed copies of notices that cover these water rights. Please review each notice and when you are satisfied they cover the City's water uses, sign them in front of a Notary Public and return them to this office.

Permit 29-07834 is a recent filing for additional water. You do not need to submit a Notice of Claim for this use since "Proof of Beneficial Use" was filed after November, 1987.

You indicate on your notice that the City holds a July 1, 1892 water right from Crystal Springs. I could not find such a right in the City's name, but have found three rights with this priority listed under individuals names. I have enclosed copies of these rights for your information. If the City has obtained use of these rights, you need to prepare a notice for this use. Please base your notice on these rights and indicate which of them you are claiming. I have enclosed another notice that you may use for this purpose.

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Filing fees for municipal water rights are \$50.00 per claim plus a variable fee of \$100.00/CFS claimed in item #6. In this case the filing fee is:

Three notices at \$50.00 each	=	\$150.00
Total of 0.9 CFS at \$100.00/CFS	=	\$90.00
TOTAL	=	\$240.00

If you submit an additional notice for the 1892 water, add \$50.00 plus the variable fee to the total due.

If you wish to make an appointment to discuss the corrections, please call the IDWR at (208) 525-7161.

Respectfully submitted,


Ernest Carlsen
Adjudication Supervisor

Enclosure

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