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SEP 20 2004
DEPARTMENT OF
WATER RESOURCES

CITY OF NEZPERCE



STEVE A. BATEMAN, MAYOR

Daniel M. Johnson, Clerk ◆ P. O. Box 367 ◆ Nezperce, ID. 83543
Phone (208) 937-2454 ◆ Fax (208) 937-2621

September 11, 2004

Idaho Department of Water Resources
1301 North Orchard St
PO Box 83720
Boise, ID 83720-0098

Re: City of Nezperce, 85-419; 85-4371

CERTIFIED MAIL RECEIPT NO. 7002 2410 0000 0741 4781

This is to confirm your meeting in Lewiston Idaho on August 30, 2004 with Mayor Steve Bateman, regarding our water right.

As I understand, you have questioned the priority date, which we contend to be 1904 (appx.). I have enclosed a portion of the "**Remember When**" book written by Margaaret Nell Longeteig and Rheba Miller. As you will note the book refers to the well being drilled in 1905 and mains were extended to the southeast part of town.

We feel this is very good evidence of a priority date not later than 1905.

It should be noted that Rheba Miller and her husband acquired the Nezperce Water System and wells from Washington Water Power Company in 1933 and eventually sold the same to the City of Nezperce in 1962. I have enclosed copies of these deeds for your reference.

Also, with reference to the quantity of water we feel the claim of .91CFS was reasonable, in light of the capacity of the pumps and usage records. If we need to submit additional information on this please let me know.

Finally, your letter of August 23, 2004 states that a "Notice of Error Form" was to be enclosed, however none was found. If we need this specific form would you please let us know.

If additional information is required, please contact me.

Sincerely,


Daniel M. Johnson

David Riggers

REMEMBER WHEN
Homesteading on Idaho's Nezperce Prairie
And the People Who Settled There After 1895

Collected, compiled and edited
by
Margaret Nell Longeteig
With collaborator
Rheba Miller

drawings by Susan Houston
cover drawings by Doris Meacham

CHAPTER THREE

YOU NEVER MISS THE WATER-

The big problem in the prairie country was to get a well in the first place, and many of the early ones would go dry in the heat of the summer. There were a few springs near the site of Nezperce, Indian Springs were across the road west from where the Rochdale is now (every other spring in the country bore that name), there was a spring on the north end of the Mowry place, next to the town line that was dug out and improved. Long Hollow Creek had much more attractive water in it when it ran through grassland than it does now.

The Rev. John Hedges, who was in town in '97, while discussing intemperance also describes some of the problems of the early water-works. "All over the townsite were shallow wells or water holes that the citizens had dug for domestic use in watering their cows and horses. These were from eight to ten feet deep. They were open and any one might stumble into them on a dark night. One night, Murray, (George Murray, who worked for Colonel Hammill), the Colonel's factotum, was steering him home after a drinking party. Both were drunk. Undesignedly Murray steered the colonel into one of these water holes. "Plop" he went into it and the icy water came nearly up to his neck. He began to cry lustily for help and Murray reached down to help him out but he was too drunk to get the colonel up. When he had him half way up he would let him go "plop" back again into the icy water. After several attempts at this some one passing by heard the old colonel say "Damn it Murray, you will let me drown." Then the passer by with great shouts of laughter came and helped him out. With great glee he told it the next day. But the colonel was sober for a long time afterward."

One of the first subjects brought up by the town council when that body came into being in 1901 was the subject of water and it was felt that the town should have a well, among other things to furnish free water for the farmers to water their horses when they came to town. In August they bought the "Powell Well" a drilled well somewhere in the business district, location not exactly known, and bought a pump for it. This innovation was greeted with great enthusiasm by the area people who not only watered their horses but filled all the water barrels with which they had loaded their wagons. The Powell well had cost the city \$1500 and running the pump was expensive so they soon had to rescind the idea of "free" and set water rates by the month. Stores and families of more than three \$1, livery stables, feed yards, laundries \$2.50. It didn't state what the rate was to fill the farmer's barrels but it was noted that they must first go to the city clerk and pay, then go to the well for water. In fact it all was a "haul your own" proposition, the only pipes led to a 2000 gallon tank beside the well installed so the gasoline pump would not have to be started for each water customer. In addition Henry Bedard ran a little business in delivering water in a cart. He bought water from Mowry's well and his story is told later.

There may have been another city owned well in existence for in November of 1901 a subscription of \$200 was taken up to drill the "public well" deeper, which was done, and a good flow of water was encountered at 138 feet (it had been only 80 before). "This has been added to the city well for fire protection". A steam pump was installed on this well.

Z. A. Johnson's first well was for his own use at the flour mill. In 1902 Wm. Goda, the well driller, offered a \$100 reward for information about "the person who dropped some hard metal in the well being drilled at the flour mill." Since he did succeed in bringing in a good well in spite of this it turned Johnson's thoughts to a larger project.

In the spring of 1904 "Z. A. " began to make plans for a piped water system for the town. Part of the reason may be explained by the action of the town council, urged by the doctors, "for a spring cleaning of the town to avoid a repetition of last year's typhoid fever." They suggested the residents join together to ditch the streets for "green and stagnant water stands all summer on Pine, Oak, and Maple." It was known that a good water system reduced the incidence of typhoid. The system did not get beyond the planning stage during this summer, although it was announced late in the year that the materials for the system had been shipped from Pennsylvania on Nov. 7.

An item that spoke for the quality of Nezperce water up to that time was noted in 1904—"Col. John Lane, manager of the Clark Hotel has a new innovation, a water filter. It is a porous jug tightly corked, from the top of which protrudes a rubber tube. The whole is inside a five gallon can of water. The water filters through the porous jug and pure water comes out the tube for drinking."

Early in 1905 John Olson opened a plumbing shop in Archie Cole's building anticipating business to be generated by the new water works. As soon as the weather permitted a reservoir was started on the hill at the head of 5th Ave. Indian Springs was surveyed as a water source but a deep well was decided upon and soon drilled by Thomas O'Connor. The news article in the paper afforded him quite a bit of free advertising as he was quoted at length. "I was confident of striking the required amount of water at around 200 feet. The principal vein was struck at 230 feet. We struck five fine veins at 100, 120, 150, 225, and 230 feet, the two upper ones are shut off by the casing. The water is clear, cold as ice and soft as rain water. Just what amount of water the well will furnish is hard to tell as a special test of thirty gallons to the minute was pumped for over one-half hour but the vein showed no sign of weakening. From what I can learn the well is by far the best one on the prairie, the Russell and Denver wells not excepted. It took us 23 shifts, or eleven and a half days to sink the well, but could not work every day as we were delayed a great deal by the rains."

By September the water mains on 5th Avenue were being extended to the south east part of the town. Some of the old mains were dug up for repairs during the '30s and a few of them proved to be made of wedge shape strips of wood bound together with heavy wire. The water caused the wood to swell and kept it leak proof.

One 1905 item in the paper noted that there were two public watering troughs in town and as many as 500 teams a day were watered at these troughs. It has been mentioned by several old-timers that on a Saturday it was nearly impossible to find a spot at a hitch rack, and the stores were jammed with people.

In 1911 Z. A. Johnson sold the water works and the electric power plant to a Portland syndicate for \$70,000, presumably to use the money for his railroad schemes.

Electricity

The electric power plant antedated the water system by a year or two. In 1879 Thomas Edison invented the first really practical incandescent electric light bulb and by 1904--25 years later--it was being used to illuminate the little frontier town of Nezperce. For some reason the newspaper articles on the actual building of the power plant were missed, the first note is that in 1904 someone shot at an insulator and put the electricity out of service for awhile. In August of that year the Nezperce Water Co. was incorporated with Z. A. Johnson, Stephen Johnson, C. W. Lewis, J. F. Englehorn and J. L. Harris. The enterprises being run at the time by the new company were the Nezperce Flouring Mill, the Lewis Sawmill, the Nezperce Creamery, and the Johnson Electric Light Plant. They announced they were planning to put in a water system.

The source of the electricity was a dam on Lolo creek which runs into the Clearwater a little above Greer. The main line came up over the breaks and entered the town from the north. It wasn't really dependable enough to run an electric clock (if such things had been invented then). In April a freshet washed out the dam, and they thought it might take sixty days to repair. By June the dam was fixed but the water wheel was so full of fish and eels it would hardly turn, they got the fish screened out but still had trouble with the eels. Late in the year the Company installed a 75 horse power boiler and engine at their power station "This will enable the company to run 24 hours a day, water power or no water power". However the next January the power was off again due to ice in the Lolo.

Frank Englehorn kept the Nezperce end of the business in repair, for a time Stephen Johnson lived near the dam on the Lolo and kept watch over that part, later S. C. Tupper moved there and not only was in charge of the dam but superintended the building and running of a sawmill, "a double Russell mill". In 1906 Abe Fuller came back from Twin Falls to run the Lolo end of the business, he drove through in a buggy and was only twelve days enroute.

Nezperce had street lights, one shows in the picture of Felt's store. In August of 1905 "The rope holding the arc light at Maple St. and 5th Ave. broke Monday evening and the lamp fell about 15 feet. It was put out of commission for the balance

of the night but was repaired and in working order Tuesday evening." A month or two after that an improvement was announced "The arc lights have been put on a circuit by themselves and a time switch installed in the up town office." These were the old carbon arc lamps that worked rather like an arc welder does today. They used the thick sticks of carbon that almost touched each other at a right angle and when the electricity was on the resulting bright arc furnished the light. Each lamp had an individual pulley arrangement so it could be raised and lowered periodically for the carbon stick to be replaced or adjusted. Many years after they were replaced by incandescent lamps small boys would find the stubs of the carbon sticks around some of the residential street corners.

LIGHTS AND WATER ON THE FARM

The first lighting systems consisted of the sun, then candles, kerosene lamps, and that aristocrat of the farm living room, the gasoline pressure lamp that actually gave enough light to read by. When new houses were being built some installed an acetylene gas lighting system. A big tank was buried in the yard, to be used for generating the gas and the house was "wired" with small diameter pipe that led to gas jets, on the wall or in chandelier arrangements. A white mineral called carbide was placed in the tank and water dripped on it to generate the gas. When a particular charge was spent the resulting soupy white stuff in the tank made a good whitewash for chicken and hog houses. Occasionally a mechanically minded man would install a 12 volt system run by a gasoline engine--the reserve power stored in a bank of bulky and messy "wet cell" batteries. And then there was Frank Johnson, whose home was in the path of the 1911 high line to Grangeville, and who was able to "hook on" to that power source. As soon as the farmer "got on his feet" as the expression went, a well was first in his list of improvements, many a man thought only his own convenience is watering the stock but his wife had her own ideas of convenience in the kitchen and laundry. For those who have never looked at water other than as something that gushes from a faucet the water-saving stratagems of those who dipped it from a barrel (and knew who had to go get the next barrel of water) seem nearly incredible. Could you brush your teeth with half a tea-cup of water and pour what was left on a houseplant? A dipper of water went in the wash-pan to use for hand washing, was left for the next time and used until it began to turn black. This writer still cannot quite bring herself to turn on the hot water faucet and let it run for rinsing purposes all during the time dishes are being washed, the habit of not being wasteful was too deeply ingrained. We laugh nowadays at taking a bath in a washtub, but a regular type of bathtub, if it had been available, would have taken entirely too much water. Used properly it is amazing how many children two buckets of water can bathe on a Saturday night. During the summer all water that wasn't too soapy was poured on the scrawny tree outside the cabin that someday would furnish shade for the fine house to be built. Every drop did double and triple duty.

There was one woman in the country however who believed that a farm wife had better things to do with her time than carry water in buckets, into or out of the house. She also

WARRANTY DEED

THIS INDENTURE, Made this 3rd day of May, 1933, between The Washington Water Power Company, a corporation of the State of Washington and lawfully doing business in the State of Idaho, the party of the first part, and Leroy V. Miller, of Nezperce, County of Lewis, 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 One Dollar and other valuable consideration, 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, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all the following described real estate situated in Lewis County, State of Idaho, to-wit:

The east twenty-five (25) feet of the north thirty (30) feet of Lot Eight in Block Twelve (12) of Johnson's First Addition to the Town of Nezperce.
Also Lot Six (6) in Block Twenty-four (24) of the original town of Nezperce.
Also a strip of land sixteen (16) feet wide, being eight (8) feet on each side of a center line described as follows: beginning at a point where a line 25 feet north of and parallel to the south line of Fifth Avenue in Johnson's First Addition to the Village of Nezperce, Idaho, intersects the west line of first Street in said Village, running thence North 89° 20' West 320 feet, thence South 82° 20' West 100 feet; thence south 75° 40' West 618.1 feet to a point on the east line of reservoir site. Also that certain reservoir site as now constructed, operated and maintained situated in Lot 13 of Section 6, Township 33 North, Range 2 E.B.M., at the westerly end of the certain 16 foot strip of land described above, the easterly boundary line being 71.2 feet in length, the northerly boundary being 41.2 feet in length, the westerly boundary being 70.8 feet in length, and the southerly boundary being 40.5 feet in length, subject, however, to the conditions stated in that certain deed dated August 14, 1911, from Charles W. Booth and Annie L. Booth, his wife, to Nezperce Water Power Company, recorded in Book 5 of deeds, page 328.

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remain-

to his heirs and assigns forever, all the following described real estate situated in Lewis County, State of Idaho, to-wit:

The east twenty-five (25) feet of the north thirty (30) feet of Lot Eight in Block Twelve (12) of Johnson's First Addition to the Town of Nezperce. Also Lot Six (6) in Block Twenty-four (24) of the original town of Nezperce. Also a strip of land sixteen (16) feet wide, being eight (8) feet on each side of a center line described as follows: beginning at a point where a line 25 feet north of and parallel to the south line of Fifth Avenue in Johnson's *First* Addition to the Village of Nezperce, Idaho, intersects the west line of first Street in said Village, running thence North 89° 20' West 320 feet, thence South 82° 20' West 100 feet; thence south 75° 40' West 618.1 feet to a point on the east line of reservoir site. Also that certain reservoir site as now constructed, operated and maintained situated in Lot 13 of Section 6, Township 33 North, Range 2 E.B.M., at the westerly end of the certain 16 foot strip of land described above, the easterly boundary line being 71.2 feet in length, the northerly boundary being 41.2 feet in length, the westerly boundary being 70.8 feet in length, and the southerly boundary being 40.5 feet in length, subject, however, to the conditions stated in that certain deed dated August 14, 1911, from Charles W. Booth and Annie L. Booth, his wife, to Nezperce Water Power Company, recorded in Book 5 of deeds, page 328.

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

TO HAVE AND TO HOLD, All and singular, the above mentioned and described premises, together with the appurtenances, unto the party of the second part, and to his heirs and assigns forever. And the said party of the first part, and its successors and assigns, the said premises in the quiet and peaceful possession of the said party of the second part, his heirs and assigns, against the said party of the first part, and its successors 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. Provided, however, that there is now a general mortgage affecting all property of the first party, which said mortgage the first party will have released as to the above property within a reasonable time after the execution of this deed.

IN WITNESS WHEREOF, The said party of the first part has caused this instrument to be executed by its duly authorized officers, and caused its corporate seal to be affixed, the day and year first above written.

.....
 • The Washington Water Power :
 • Company, Corporate Seal. :

THE WASHINGTON WATER POWER COMPANY

By: J. E. E. Royer

Vice-President

Attest: L. E. Morse

Secretary

O. K. A. J. Turner

I. R. ATTACHED AND CANCELLED \$2.50

Form Approved

Post, Russell, Davis & Paine

By: H. V. Davis

O. K.	Ralph Stewart	A. J. Turner	_____	B. J. Lindsay	B. J. L.
	Eng. Dept.	Const. Dept.	Attorneys	Right of Way	Securied by

STATE OF WASHINGTON)
) ss
 County of Spokane)

On this 25th day of May, 1933, before me, Benjamin J. Lindsay, a Notary Public in and for said County and State, personally appeared J. E. E. Royer and L. E. Morse, known to me to be the Vice-President and Secretary, respectively, of The Washington Water Power Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

GIVEN under my hand and official seal the day and year in this certificate first above written.

.....
 • Benjamin J. Lindsay, Notary :
 • Public State of Washington :
 • Commission expires March 4, :
 • 1934. :

Benjamin J. Lindsay

Notary Public for the State of Washington, residing at Spokane,

Form Approved

Post, Russell, Davis & Paine

By: H. V. Davis

O. K. Ralph Stewart A. J. Turner B. J. Lindsay B. J. L.
Eng. Dept. Const. Dept. Attorneys Right of Way Secured by

STATE OF WASHINGTON)
 : ss
County of Spokane)

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• Benjamin J. Lindsay, Notary •
• Public State of Washington •
• Commission expires March 4, •
• 1934. •
.....

Benjamin J. Lindsay
Notary Public for the State of Wash-
ington, residing at Spokane,

STATE OF IDAHO)
 : ss
County of Lewis)

Filed for record Jun., 7, 1933 at 4 o'clock P. M., at the request of
Leroy V. Miller.

W. R. Emerson
County Recorder
By: Louise C. Davis
Deputy

Fees, \$1.60

WARRANTY DEED

THIS INDENTURE, made this 17 day of July in the year of our Lord One Thousand Nine Hundred and Sixty-two between LEROY V. MILLER and RHEBA L. MILLER, husband and wife of Nezperce, County of Lewis, State of Idaho, parties of the first part and VILLAGE OF NEZPERCE, LEWIS COUNTY, STATE OF IDAHO, a municipal corporation, the party of the second part.

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of One Thousand Dollars and other good and valued considerations lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has 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 forever all the following described real estate situate in Lewis County, Idaho, to-wit:

The west 35 feet of Lots 5 and 6 of Block 24 of the original Village of Nezperce, Idaho; and the east 25 feet of the north 30 feet of Lot 8 in Block 12 of Johnson's First Addition to the Village of Nezperce Idaho; and the west 20 feet of Lot 12 of Block 15 of Johnson's Addition to the Village of Nezperce, Idaho, also a tract described as follows, Beginning at the northwest corner of Lot 12 of Block 15, of Johnson's First Addition to the Village of Nezperce, Idaho, thence due north into Fifth Avenue a distance of 40 feet; thence due east 20 feet; thence due south 40 feet; thence due west 20 feet to the point of beginning, Also a strip of land sixteen feet wide, being eight feet on each side of a center line described as follows: Beginning at a point where a line 25 feet north of and parallel to the south line of Fifth Avenue in Johnson's First Addition to the Village of Nezperce, Lewis County, Idaho intersects the west line of Fir Street in said Village, running thence north 89°20' west 320 feet, thence south 82°20' west 100 feet; thence south 75°40' west 618.1 feet to a point on the east line of reservoir site.

Also that certain reservoir site as now constructed, operated and maintained situated in Lot 13 of Section 6, Township 33, north, Range 2 E.B.M., at the westerly end of the certain 16 foot strip of land described above, the easterly boundary line being 71.2 feet in length, the northerly boundary being 41.2 feet in length, the westerly boundary being 70.8 feet in length, and the southerly boundary being 40.5 feet in length, subject, however, to the conditions stated in that certain deed dated August 14, 1911, from Charles W. Booth and Annie L. Booth, his wife, to Nezperce Water Power Company, recorded in Book 5 of Deeds, page 328.

.....
 ° I. R. ATTACHED & CANCELLED \$27.50 °

TOGETHER WITH ALL AND SINGULAR, The tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining and the reversion and reversions, ~~reversion and reversions~~, remainder and remainders, rents issues and profits thereof, and all the estate, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part.

TO HAVE AND TO HOLD All and singular, the above mentioned and described

by these presents do grant, bargain, sell and convey the second part, and to its successors forever all the following described real estate situate in Lewis County, Idaho, to-wit:

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TO HAVE AND TO HOLD, All and singular, the above mentioned and described premises together with the appurtenances unto the party of the second part and to its successors and assigns forever.

And that said parties of the first part, for themselves, their heirs, executors, administrators and assigns, do covenant and agree to and with the second party that at the time of the ensealing and delivery of this instrument the first parties were lawfully seized of said premises in fee simple, absolute. And that the said parties of the first part and their heirs, the said premises in the quiet and peaceable possession of the said party of the second part, its successor and assigns against the said parties of the first part and their 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 parties of the first part have hereunto set their hands and seals, the day and year first above written.

Leroy V. Miller (SEAL)
Rheba L. Miller (SEAL)

STATE OF IDAHO,)
 : ss
 County of Lewis)

On this 17 day of July, in the year 1962, before me G. C. Pennell, a Notary Public in and for the state, personally appeared LeRoy V. Miller and Rhea L. Miller, husband and wife 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 the certificate first above written.

.....
 • G. C. PENNELL NOTARY PUBLIC •
 • STATE OF IDAHO •

G. C. Pennell
 Notary Public
 Residing at: Nezperce, Idaho

State of Idaho,)
 : ss.
 County of Lewis)

Filed for record Jul 24 1962 at 2 o'clock P. M., at the request of John R. Kämper.

Fees \$2.70

W. R. Emerson County Recorder
 By Doris Brown Deputy