

CITY OF DOWNEY

P. O. Box 204
15 South Main Street
DOWNEY, IDAHO 83234
208-897-5342

FAX COVER SHEET

DATE: 12-19-02TO: Roger Warner FROM: Brenda KayRE: Nine Mile Water Right FAX NO.: 208-897-5677NO. OF PAGES 14 w/cover

Tony asked me to fax this information
to you on the City of Downey's
water right at Nine Mile Creek.
Please call if you have questions

THIS INSTRUMENT, made this 3rd day of August, 1915,
between the DOWNEY WATER COMPANY, a corporation duly organized under
the laws of the State of Idaho, and having its principal place of
business in Downey, Bannock County, Idaho, the party of the first part,
and THE VILLAGE OF DOWNEY, a municipality, in Bannock County, Idaho,
the party of the second part,

WITNESSETH: That the said party of the first part, for and
in consideration of the sum of twenty-two thousand-five hundred dollars
(\$22,500.00), to it in hand paid in Municipal Coupon Bonds of the said
party of the second part by the said party of the second part, the
receipt whereof is hereby acknowledged, have granted, bargained, sold
and conveyed, and by these presents do grant, bargain, sell and convey
unto the said party of the second part, and to its successors and assigns
forever all those certain tracts, pieces or parcels of land and other
property, situate, lying and being in the County of Bannock and State
of Idaho, bounded and more particularly described as follows, to-wit:

A certain tract of land beginning at a point south 72° 26'
west 987 feet from the quarter corner between sections 23 and 24,
Township 11 south, Range 37 e. B. M., thence north 200 feet, thence
east 200 feet, thence south 200 feet, thence west 200 feet to the
point of beginning, containing 0.92 of an acre more or less.

Also a 12 foot strip of land as a right of way for a buried
pipe line for the conveyance of water across the following legal

subdivisions

Subdivisions.	Section	Township	Range	Merid.
NW $\frac{1}{4}$ NW $\frac{1}{4}$	17	11 south	38 east	Boise
N $\frac{1}{2}$ NE $\frac{1}{4}$	18	11 south	38 east	"
N $\frac{1}{2}$ NW $\frac{1}{4}$	18	11 south	38 east	"
SW $\frac{1}{4}$ NW $\frac{1}{4}$	18	11 south	38 east	"
SE $\frac{1}{4}$ NE $\frac{1}{4}$	13	11 south	37 east	"
N $\frac{1}{2}$ SE $\frac{1}{4}$	13	11 south	37 east	"
SW $\frac{1}{4}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ SW $\frac{1}{4}$	13	11 south	37 east	"

Subdivisions	Section	Township	Range	Merid.
N $\frac{1}{2}$ NW $\frac{1}{2}$ and SW $\frac{1}{2}$ NW $\frac{1}{2}$	24	11 south	37 east	Boise
N $\frac{1}{2}$ SE $\frac{1}{2}$, SW $\frac{1}{2}$ SE $\frac{1}{2}$ and SE $\frac{1}{2}$ SW $\frac{1}{2}$	23	11 south	37 east	"
NW $\frac{1}{2}$	26	11 south	37 east	"
E $\frac{1}{2}$ SE $\frac{1}{2}$ and SW $\frac{1}{2}$ SE $\frac{1}{2}$	27	11 south	37 east	"

Also a right of way for a buried pipe line across certain lots in Downey townsite as follows:

Lot 8, Block 68, as granted by WA A. Hyde Co., Ltd.

" 5, " 68, " " " Consolidated Wagon and Machine Co.

" 7 " 68, " " " Downey Improvement Company.

" 8 " 68, " " " " " "

Lots 8, 9, 10 and 11, Block 76, as granted by Downey Improvement Co.

For the extension of the alley in block 69 as granted by Wm Laurensen.

Also all of the pipe lines, manholes, valves, gates, crossovers, tees, elbows, meters, hydrants and other fixtures now installed in place and constituting the fixed plant of the water works system owned by the party of the first part and used for the supply of the Village of Downey, Idaho.

Also all rights of way for pipe lines held by virtue of occupancy or permit from any and all authorities, national, state, county or municipal, in and along public lands, public roads and streets.

Also all rights now owned by the company to the use of the waters of Nine Mile Creek in Bannock County, Idaho, more particularly described as follows: 125 inches of water, measured under a four inch pressure, of the waters of Nine Mile Creek, in Bannock County, Idaho, from the first day of March in each year to the first day of July in each year and to the flow of 100 inches of the waters of said stream, measured under a four inch pressure, from the first day of July in each year to the first day of March of each following year, together with the right to convey said waters elsewhere than at the present place of use and to use the same for domestic and municipal purposes.

Four inches of the waters of Nine Mile Creek, in Bannock County, Idaho, under a four inch pressure, together with all and singular the means of use of the same.

All of the property herein enumerated subject, however to the following grants heretofore made by the party of the first part or its predecessors in interest:

To A. C. Anderson, all right to the waters of a certain spring rising at or near the line dividing the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ SW $\frac{1}{4}$, of Section 8, T 11 S., R 38 E., B. M., providing there shall be any waters arising from such spring after the diversion by second party of the waters of Nine Mile Creek and its tributaries through the pipe line constructed by the party of the first part.

To A. C. Anderson, the free use of 12,000 gallons of water per month from the pipe line at two taps as measured by meters, also that any additional water used at said taps in excess of the 12,000 gallons shall be paid for monthly at the rate of 25cents per 1,000 gallons.

To C. W. Hancock, to install a tap and meter and to furnish water for the said C. W. Hancock at the rate of 25 cents per 1,000 gallons.

To Hiram and Ida Bowman, to install a tap and meter and furnish for domestic, culinary and stock water, 9,000 gallons per month free of charge from said pipe line. If amounts in excess of 9,000 gallons per month are used the said Bowman agrees to pay for the same at the rate of 15 cents per 1000 gallons.

To E. N. and D. J. Kendall, to install a tap and meter and to furnish 10,000 gallons of water per month free of charge. If amounts in excess of 10,000 gallons per month are used they are to be paid for at the rate of 25 cents per 1,000 gallons.

To W. J. and Eliza Bybee, to deliver from the pipe line, free of charge to the said Bybee the decreed water to which he is entitled.

To George T. Hyde, by reservation in his deed of September 5, 1908: "Provided, that should there remain any overflow from the springs

which are the source of the water right herein conveyed after said corporation has used or is using said water right, the said overflow may be used by the said George F. Hyde for irrigation or other purposes."

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

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 its successors and assigns forever.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be subscribed by its president ^{Assistant} and secretary, and its corporate name and seal to be hereunto affixed on the day and year first above written.

The Downey Water Company

By Charles S. Davis
President

and Clifford M. Brewer
Assistant Secretary.

Corporate Seal

State of California

County of San Francisco

On this 3rd day of August, 1915, before me,

Nettie Hamilton a notary public in and for said county and state, personally appeared Charles S. Davis

known to me to be the president of the corporation that executed the within and 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 on the day and year in this certificate first above written.

Nettie Hamilton

NOTARY PUBLIC in and for the City and County of San Francisco, State of California

State of Idaho
County of Bannock ss

On this 5th day of August, 1915, before me,

Amos F. Johnson, a notary public in and for said
county and state, personally appeared Clifford M. Brewer
known to me to be the secretary of the corporation that executed the
within and foregoing instrument and acknowledged to me that such cor-
poration executed the same.

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

Amos F. Johnson
Notary Public

My commission expires
Jan. 28, 1919.

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of record, on February 10th 1900, before the Court without a jury, a jury being waived by the respective parties, and the plaintiffs appearing by their attorneys Winters & Schuler, and the defendants John Bridgell and David Day, appearing by their attorney J. H. F. Corbett, and the defendants Robert Pollock, Archibald Kiddall and Royal Kiddall having theretofore filed their appearance and disclaimer in the premises, and after hearing the proofs offered and received by the respective parties, and after argument by the respective counsel, the cause was submitted to the Court for consideration and decision, and, after due deliberation thereon, the Court files its findings and decision in writing, and orders that judgment be entered herein in favor of the plaintiffs in accordance therewith:

Wherefore by reason of the law, and the findings aforesaid it is ordered adjudged and decreed that the plaintiff, Sophronia Coffin, is entitled to the flow of one hundred and twenty five inches of the waters of the said Nine Mile Creek, through her said ditch under a four inch pressure, from the First day of March in each and every year, and to the flow of one hundred inches of the said waters thereafter, under a four inch pressure.

That the plaintiff, William Ryder, is entitled to the flow of the waters of the said Nine Mile Creek through the ditch of plaintiff to the amount of four inches, under a four inch pressure for the whole of each and every year.

That the said water shall be measured by a box to be placed at or near the head of the said ditch of plaintiff and to be eight and 1/4 feet long and to have a fall of 1/4 inch to the end and the water to be measured at the head of the said box, and the said box to be not less than 18 inches wide.

That the defendants nor either of them have any interest in or to any of the contents of the said stream known as Nine Mile Creek.

