

RECEIVED

NOV 19 2001

**Department of Water Resources
Southern Region**

DIRECTOR'S REPORT

Subcase No. 37-20409

In Re SRBA

Twin Falls County Civil Case No. 39576

Report to the SRBA District Court

Prepared by the Idaho Department of Water Resources

Karl J. Dreher, Director

David R. Tuthill, Jr., Adjudication Bureau Chief

November 14, 2001

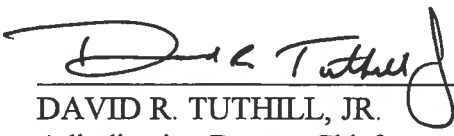
DESCRIPTIVE SUMMARY

This is a Director's Report submitted by the Director of the Idaho Department of Water Resources.

DISCUSSION

Pursuant to the Special Master's *Order Granting Motion to File Amended Notice of Claim and Setting Subcase Deadlines* dated October 15, 2001, the Director submits for filing with the Court, a Director's Report for the aforementioned subcase. Right 37-20409 is reported in advance of the Irrigation and Other Director's Report for Basin 37 to accommodate the Trial Schedule of Subcase No. 37-10438. Right 37-10438 was previously reported in the Director's Report for Domestic and Stockwater Uses for Basin 37. In the October *Order*, the Special Master noted "that this is an extraordinary situation" and "that parties to the SRBA will not normally request early Director's Reports".

Respectfully submitted this 19th day of Nov, 2001.



DAVID R. TUTHILL, JR.
Adjudication Bureau Chief

11/14/2001

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

CERTIFICATE OF SERVICE

I certify that on November 14, 2001, I mailed and/or delivered the original and copies of this form, including all attachments, to the following interested parties, in the manner indicated and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
P.O. Box 2707
Twin Falls, ID 83303-2707

☐ Overnight Mail
☒ Regular Mail
☐ Hand-Delivered
☒ Facsimile

2. Copies to:

Clive Strong
Office of the Attorney General
P.O. Box 44449
Boise, ID 83711-4449

☐ Overnight Mail
☐ Regular Mail
☒ Hand-Delivered
☐ Facsimile

United States Department of Justice
Environment & Natural Resources Div.
550 W. Fort Street MSC 033
Boise, ID 83724

☐ Overnight Mail
☒ Regular Mail
☐ Hand-Delivered
☐ Facsimile

Lincoln County Courthouse
111 W. B St.
Shoshone, ID 83352

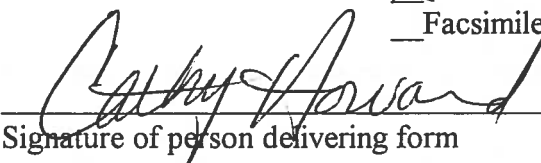
☐ Overnight Mail
☒ Regular Mail
☐ Hand-Delivered
☐ Facsimile

Travis L. Thompson
Barker, Rosholt & Simpson
P.O. Box 2139
Boise, ID 83709

☐ Overnight Mail
☒ Regular Mail
☐ Hand-Delivered
☐ Facsimile

IDWR Document Repository
P.O. Box 83720
Boise, ID 83720-0098

☐ Overnight Mail
☐ Regular Mail
☒ Hand-Delivered
☐ Facsimile


Signature of person delivering form

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 37-20409
Date Received: 6/28/2001
Receipt No:
Received By:

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

1. Name of Claimant(s)

UNITED STATES OF AMERICA ACTING THROUGH Phone: (208)373-4000

USDI BUREAU OF LAND MANAGEMENT
IDAHO STATE OFFICE
1387 S VINNELL WAY
BOISE ID USA 83709-1657

2. Date of Priority: 04/11/1966

3. Source: LITTLE WOOD RIVER Trib. to: MALAD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
03S	20E	34	SW SE NW	LINCOLN	

5. Description of diverting works:

PUMP IN CREEK FEEDS 18,500 GALLON TANK PIPELINE AND TROUGHS.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S. (or)	A.F.A
STOCKWATER	01/01	12/31	0.02	
STOCKWATER STORAGE	01/01	12/31		14.5
STOCKWATER FROM STORAGE	01/01	12/31	0.02	
WILDLIFE	01/01	12/31	0.02	
WILDLIFE STORAGE	01/01	12/31		14.5
WILDLIFE FROM STORAGE	01/01	12/31	0.02	

7. Total Quantity Appropriated is:
0.02 C.F.S. and/or 14.5 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4	of 1/4	Lot	Use	Acres
03S	20E	34	SW	NW		STOCKWATER	
			SW	NW		STOCKWATER STORAGE	
			SW	NW		STOCKWATER FROM STORAGE	
			SW	NW		WILDLIFE	
			SW	NW		WILDLIFE STORAGE	
			SW	NW		WILDLIFE FROM STORAGE	

11. Place of use in counties: LINCOLN

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

13. Other Water Rights Used:

14. Remarks:

PROJECT ALSO KNOWN AS HWY 93 WATER DEVELOPMENT.
BLM IDENT # 3705489192

15. Basis of Claim: Beneficial Use

RECEIVED

Case No. 39576
SEP 21 2001

Department of Water Resources
Southern Region
NAME and
ADDRESS

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

PPD?: PD?: Adm?: Prob?:

NCAF

AMENDED NOTICE of CLAIM for
Water Right number:

3720409 (IDWR number)

BLMIDENT:

Stg: StFed:

3705489192

J

S

United States of America acting through
Bureau of Land Management
Idaho State Office
1387 South Vinnell Way
Boise, ID 83709 - 1657

Other Right and date:

SOURCE:

Source

Tributary

LITTLE WOOD RIVER

MALAD RIVER

QUANTITY:

0.02

CFS

or VOLUME:

14.5

Acre Feet

The quantity of water under this right for stockwater shall not exceed 13,000 gallons per day.

PRIORITY DATE:

04/11/1966

Diversion Means:

PUMP IN CREEK FEEDS TANK PIPELINE AND TROUGHS

REMARKS:

POD ALSO KNOWN AS HWY 93 WATER DEVELOPMENT, STORAGE TANK CAP. IS 18500
GAL.

POINT of
DIVERSION:

Township Range Section T1 T2 T3 LOT B/E within the County of
03S 20E 34 SW SE NW 63 LINCOLN

PURPOSE
and
PERIOD
OF USE:

Purpose of Use Period of Use (from - to): Rate in CFS or Volume in AcFt

04		0101		1231		0.02			
16		0101		1231		0.02			
05		0101		1231				14.5	
06		0101		1231		0.02		14.5	
17		0101		1231				14.5	
18		0101		1231		0.02		14.5	

CONSUMPTIVE
USE:

de minimis stockwater & wildlife

DATE: 20-Sep-01

OTHER PROVISIONS NECESSARY FOR DEFINITION or ADMINISTRATION OF THIS WATER RIGHT:

The quantity of water decreed for this water right for stockwater use is not a determination
of historical beneficial use.

PLACE
of USE:

Water Use Twn Rge Sec T1 T2 LOT within the County of

06	03S	20E	34	SW	NW		63	LINCOLN
05	03S	20E	34	SW	NW		63	LINCOLN
04	03S	20E	34	SW	NW		63	LINCOLN
18	03S	20E	34	SW	NW		63	LINCOLN
16	03S	20E	34	SW	NW		63	LINCOLN
17	03S	20E	34	SW	NW		63	LINCOLN

Overlaps with
37-10438
(Richfield Cattle Assn, et al)

RECEIVED

SEP 20 2001

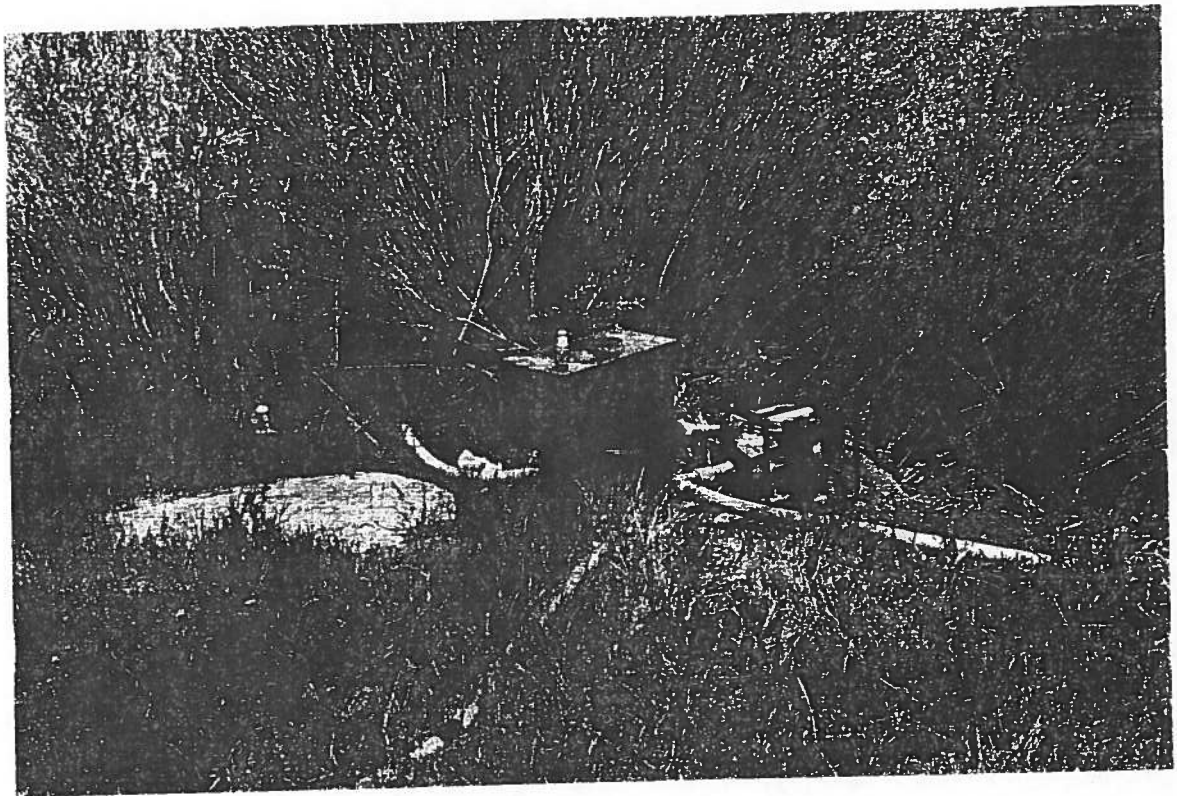
COP

37-10438

 **Trimble**

37-20409

COPY



Point of Diversion

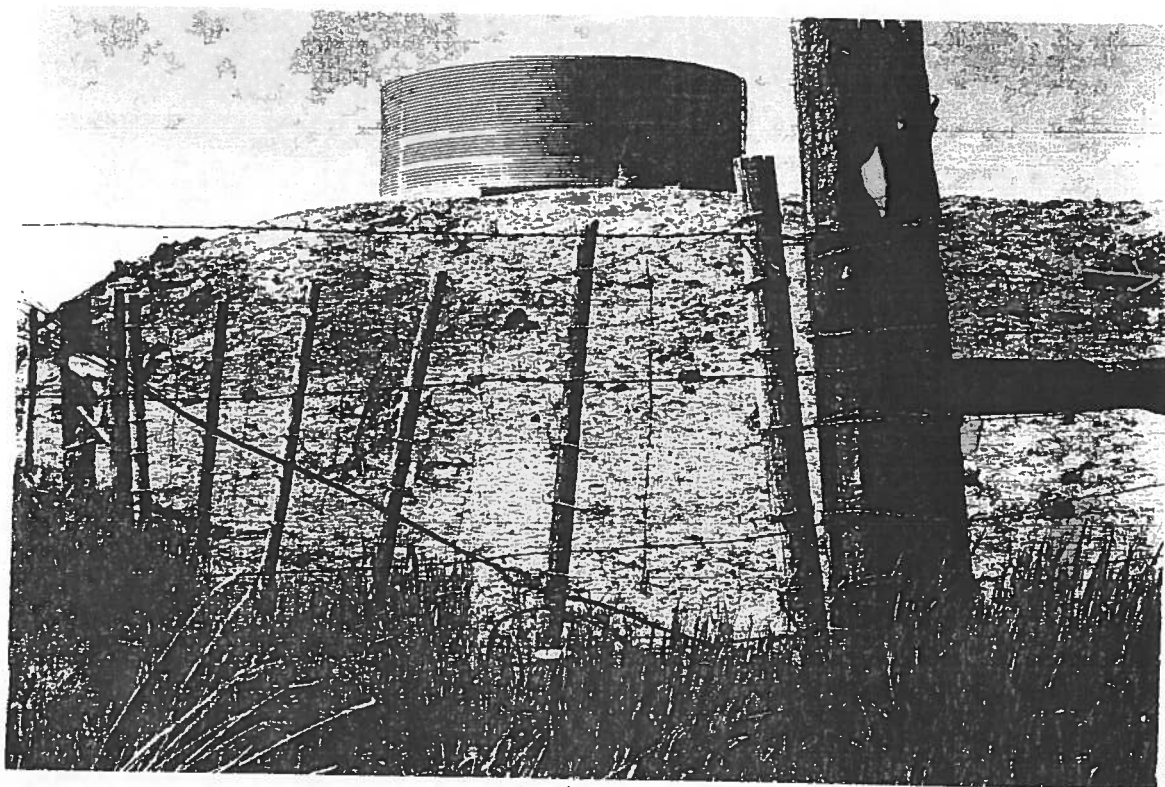
T03S R20E S34 SWSE NW

PUMP IN LITTLE WOOD RIVER

Point of diversion acquired by BLM from
FAULKNER LAND & LIVESTOCK, INC, with all
appurtenances on 02-22-1980.

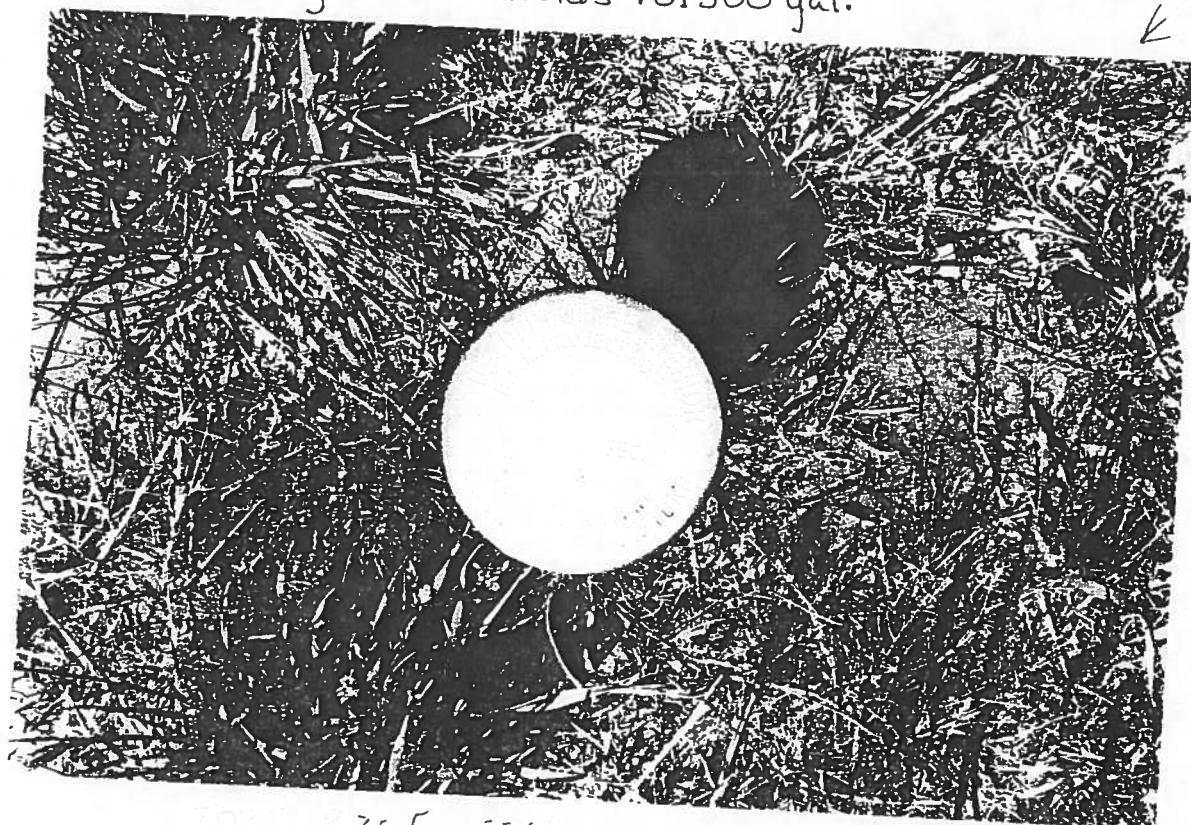
37-20409

COPY



Storage tank filled by pump, tank
gravity feeds pipeline & troughs,
Storage tank holds 18,500 gal.

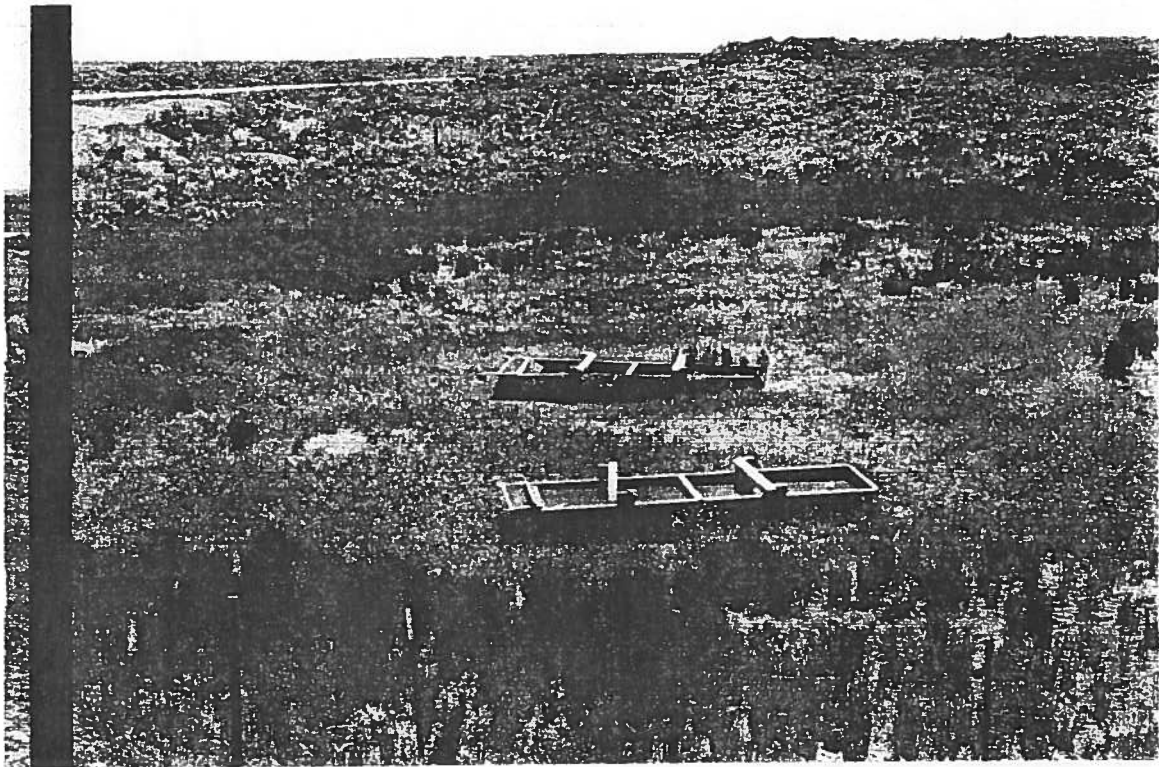
Project
marker



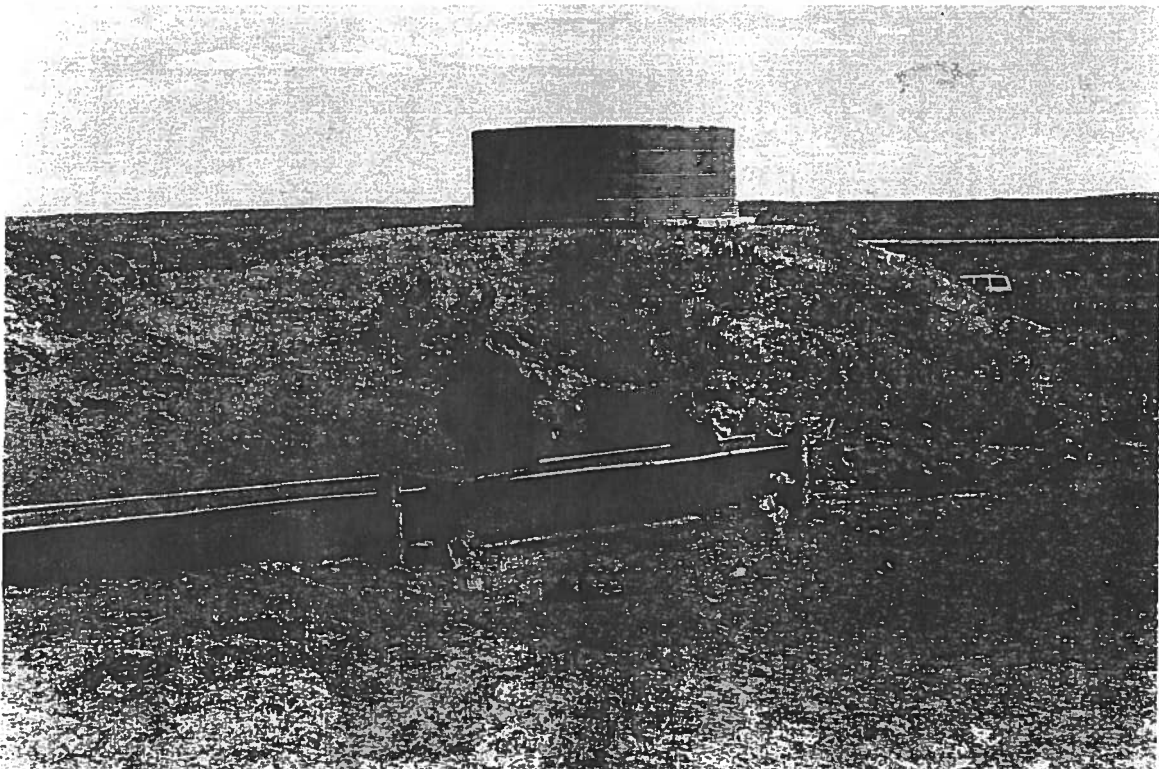
1032 K30E 534 5/11/61

37-20409

COPY



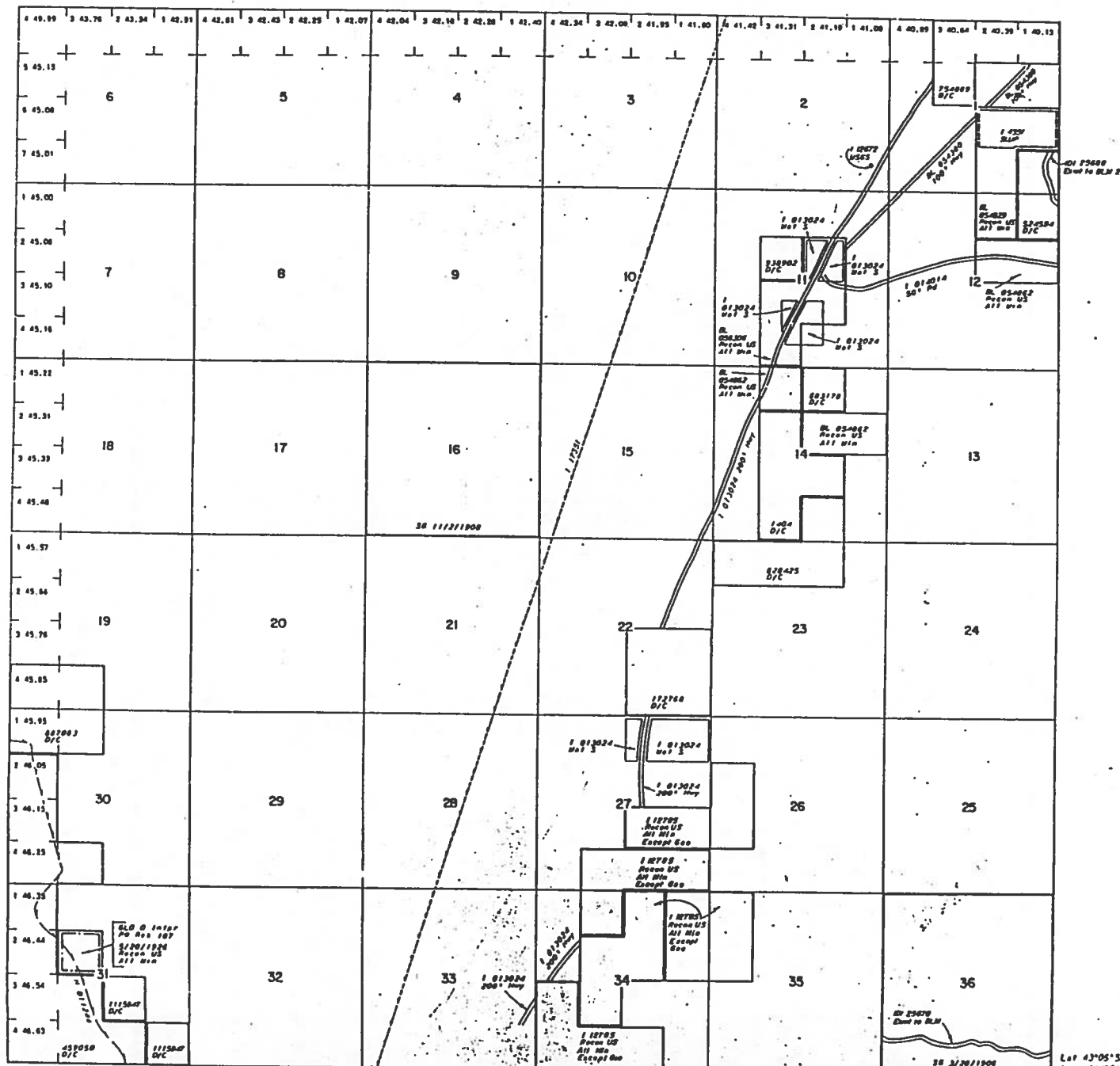
TROUGHS LOCATED IN T035 R20E. S34 SWNW
PLACE OF USE IN CONTINUOUS U.S. OWNERSHIP SINCE 1846.



EVIDENCE OF LIVESTOCK USE

LINCOLN COUNTY 063
SHOSHONE DISTRICT SEC 3

STATUS OF PUBLIC DOMAIN LAND AND MINERAL TITLES

[illegible]

112785 PX WD Recan to US NOE Unit
Order Issues
Sec 26: SW_{1/4} NW_{1/4}, NW_{1/4} SW_{1/4}
Sec 27: SE_{1/4} SW_{1/4} SE_{1/4}
Sec 34: NE_{1/4}, E_{1/2} NW_{1/4}, SW_{1/4} SW_{1/4} SE_{1/4}
Sec 35: W_{1/2} NW_{1/4}

FOR ORDERS EFFECTING DISPOSAL OR USE OF
UNIDENTIFIED LANDS REFER TO INDEX OF
MISCELLANEOUS DOCUMENTS

CURRENT TO	CURRENT TO
00111100	
USE PLATS:	

WARNING STATEMENT

This plot is the Bureau's Revised of Telo, and should be used only as a graphic display of the township survey data. It is not to be used for any other purpose.

THE NOTATION SHOWN ON WITHDRAWALS REPRESENT THE LAST ACTION TAKEN BUT MAY NOT BE THE EFFECTIVE DATE. SEE

File **Map**

T 35

FOR CORP.
WARRANTY DEED

1 12 100

COP

FOR VALUE RECEIVED.

FAULKNER LAND and LIVESTOCK, INC.

a corporation duly organized and existing under the laws of the State of Idaho, grantor, does hereby Grant, Bargain, Sell and Convey unto

UNITED STATES OF AMERICA

grantee, the following described real estate, situated in Lincoln County, Idaho, to-wit:

Township 3 South, Range 20, East Boise Meridian
Section 26: SW $\frac{1}{4}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 27: SE $\frac{1}{4}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$
Section 34: NE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$
Section 35: W $\frac{1}{2}$ NW $\frac{1}{4}$

Township 4 South, Range 20, East Boise Meridian
Section 3: E $\frac{1}{2}$ NW $\frac{1}{4}$

Together with all mineral rights, with the following reservation:

Reserving to grantor and assigns all geothermal steam and associated geothermal resources in, under and upon said lands so conveyed.

This deed is made for and in consideration of the exchange of certain lands, as authorized by Section 206 of the Act of October 21, 1976 (90 Stat 2755; 43 U.S.C. 1716.) and pursuant to a resolution of the Board of Directors.

RECEIVED
10:00 A.M.
MAR - 7 1980
IDAHO STATE OFFICE
BOISE, IDAHO

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever

IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President and its Secretary.

Dated: February 22, 1980

By

Ralph Faulkner
PRESIDENT
ATTEST: *Edith Faulkner*
SECRETARY

STATE OF IDAHO, ss.

County of Gooding

On this 22nd day of February, 19 80, before me, a Notary public in and for said State, personally appeared Ralph Faulkner and Edith Faulkner, known to me to be the President and Secretary of the corporation that executed this instrument or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

David H. Johnson
Notary Public for the State of Idaho
Residing at

STATE OF IDAHO, ss.

County of Gooding

I hereby certify that this instrument was filed for record at the request of Security Title Co. at 25 minutes past 2 o'clock P.m., this 26 day of February, 19 80, in my office, and duly recorded in Book of Deeds at Page 1366-16.

Joy M. Quinn
Ex-Officio Recorder
By *Philip J. Gaudet*
Deputy.
Fees \$2.00

INSTRUMENT NO. 100040

COPY

(b) Upon notice, either orally or in writing from the Authorized Officer of the Bureau, Cooperators will promptly supply labor, materials, and equipment as specified in paragraph 3(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 Authorized Officer and shall be pursued with diligence until completed.

4(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 Authorized Officer, 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 Authorized Officer 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 Authorized Officer 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 Authorized Officer, 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 any permit, license, or lease, or renewal thereof issued to the Cooperator(s) and administered by the Authorized Officer of 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, 1962 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 Authorized Officer.

5. 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 Authorized Officer; 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 or 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.

6(a) If the Cooperator shall assign or transfer his interest in any 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 (Section 1) and to his proportionate share of the salvageable material (Section 5(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 Authorized Officer to accept an assignment of this agreement and agree 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 Authorized Officer agrees not to allow such application if allowance of the application or disposal is discretionary upon the Authorized Officer 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 District Manager will determine the present reasonable value of the improvements in accordance with 43 CFR 161.15(g) or 43 CFR 160.12(a).

COPY

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 5(a) of this agreement.

7. 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.

8. 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.

9. Items 2 and 3 of this agreement may be modified or cancelled by written agreement of the parties, which agreement shall become a part hereof. Items 4 to 9 inclusive may also be amended but first must be approved by the State Director.

10. This contract is subject to the provisions of Executive Order No. 10925 of March 6, 1961, which sets forth the nondiscrimination clauses. A copy of which may be obtained from the signing officer.

11. This agreement shall remain in full force and effect until Indefinite, 19 unless (1) sooner terminated by mutual written consent of the parties, or (2) is terminated by the Authorized Officer after due notice 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 5 or 6 of this agreement.

12. Special conditions:

COOPERATOR(S):

RICHFIELD CATTLE ASSOC.

BY: Wendell Johnson

(Signature)

11/2/65

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

THE UNITED STATES OF AMERICA

State of IDAHO

District SHOSHONE

By Wendell Johnson

(Signature)

DISTRICT MANAGER

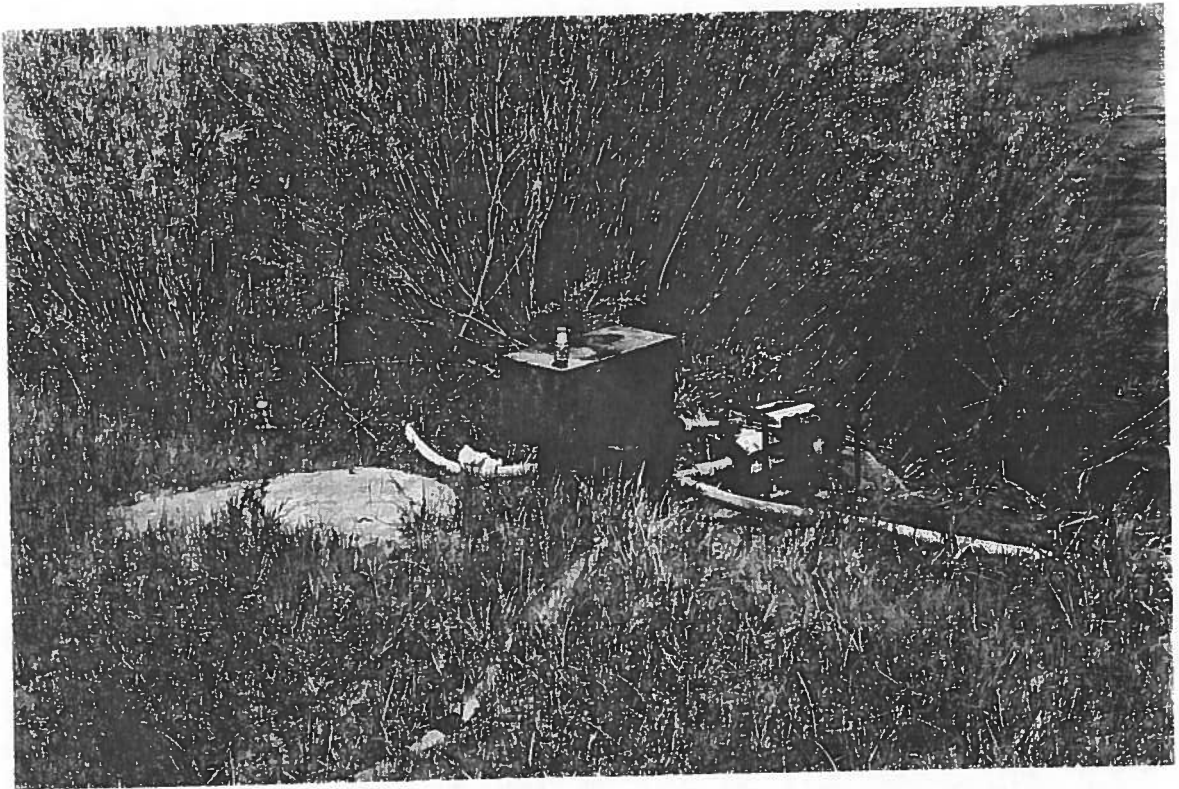
(Title)

1-17-65

(Date)

37-20409

COPY



Point of Diversion

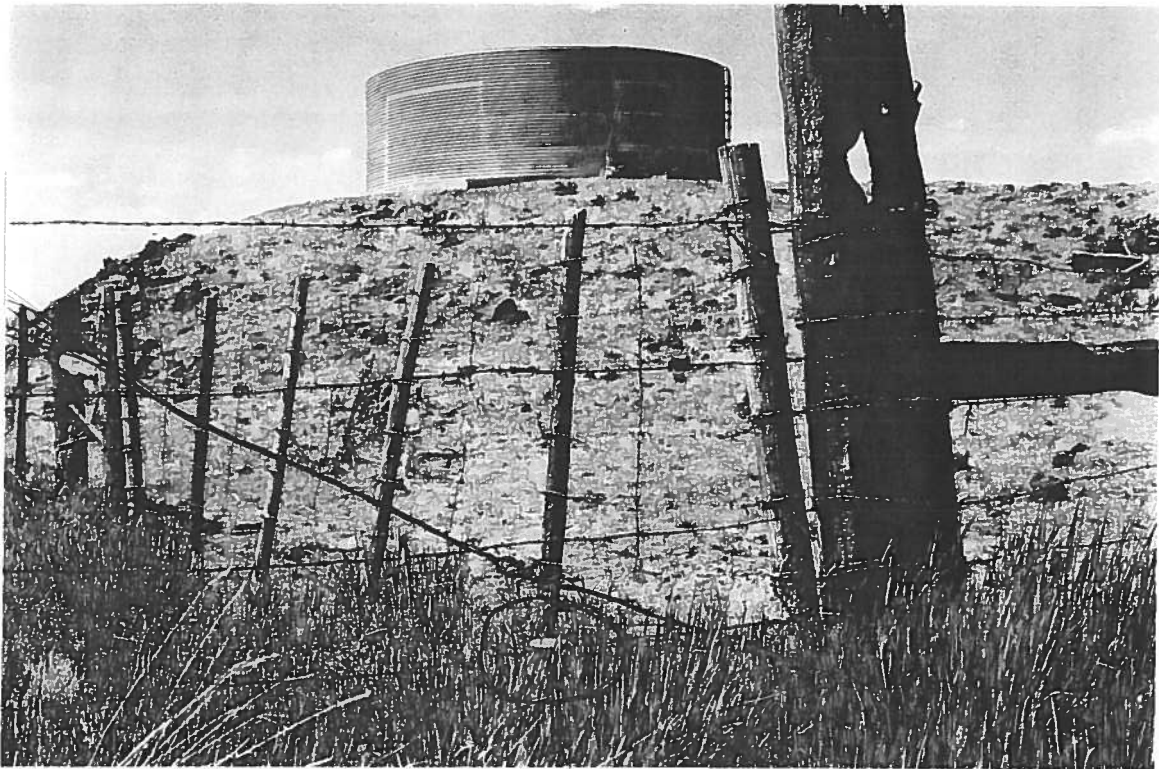
T03S R20E S34 SWSE NW

PUMP IN LITTLE WOOD RIVER

Point of diversion acquired by BLM from
FAULKNER LAND & LIVESTOCK, INC, with all
appurtenances on 02-22-1980.

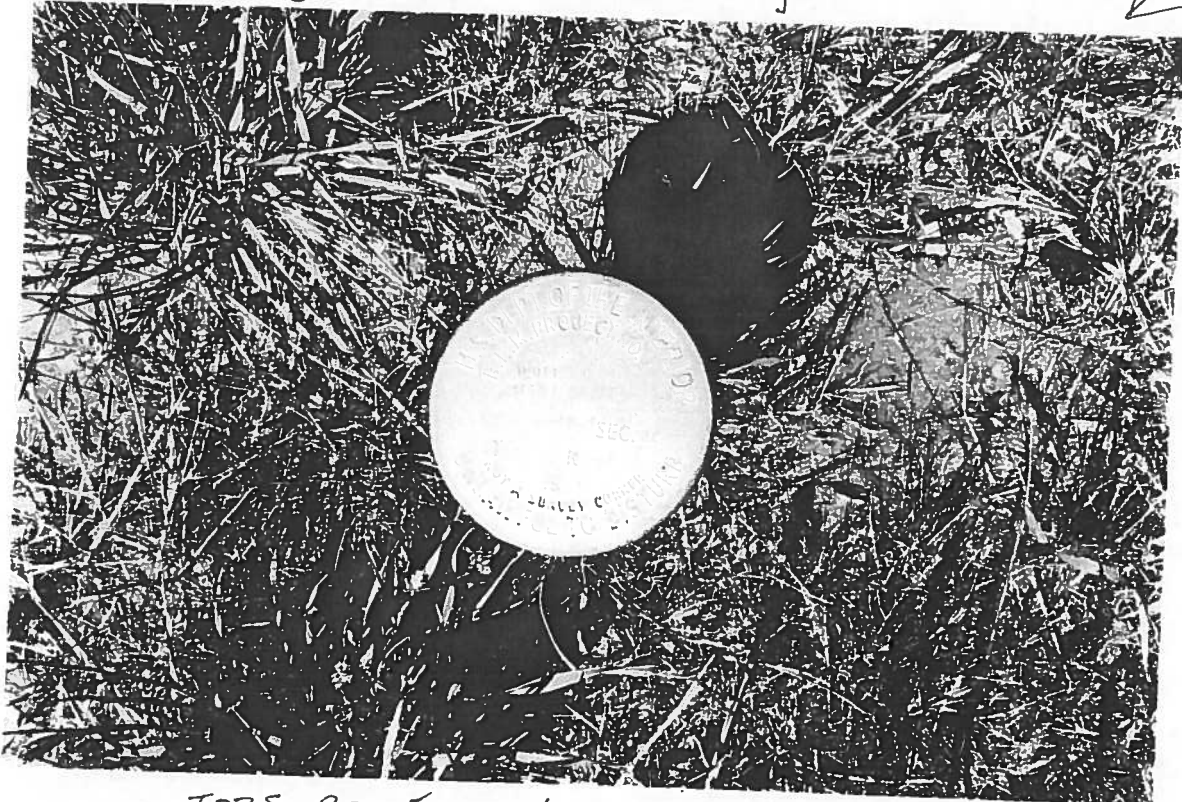
37-20409

COP



Storage tank filled by pump, tank
gravity feeds pipeline & troughs,
Storage tank holds 18,500 gal.

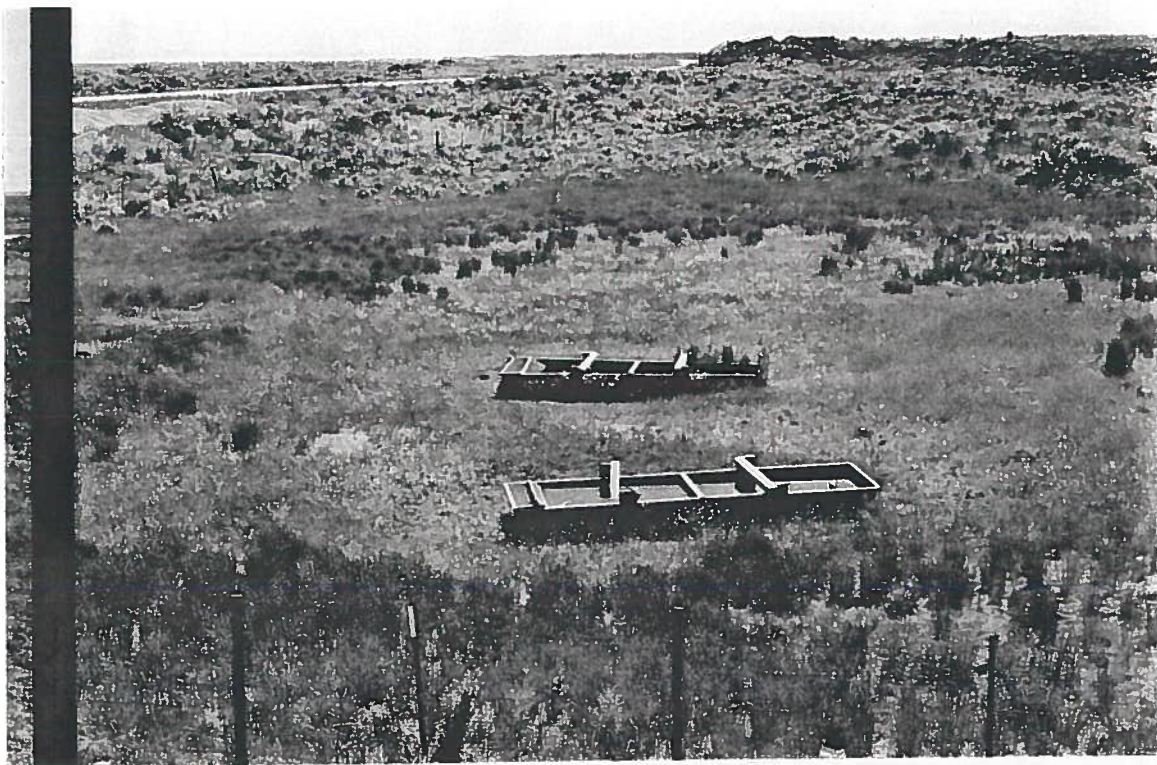
Project
marker



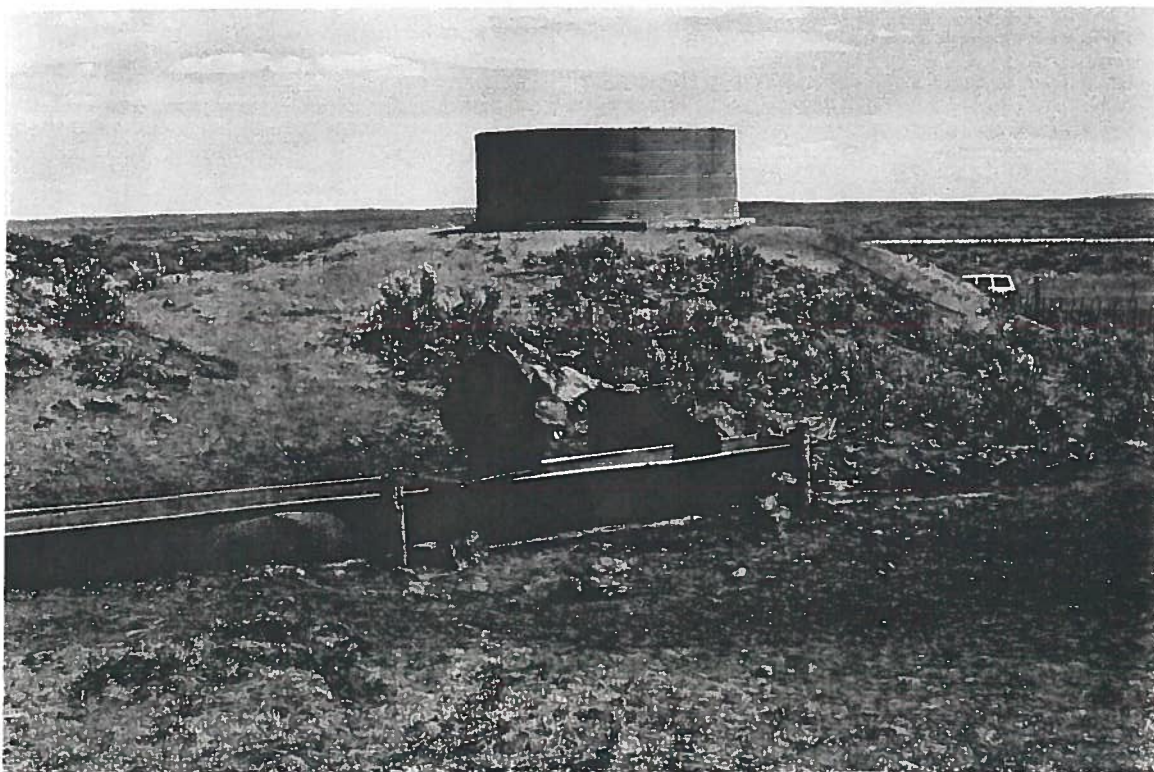
T035 R20E S34 SWNW

37-20409

COPY



TROUGHS LOCATED IN T03S R20E S34 SWNW
PLACE OF USE IN CONTINUOUS U.S. OWNERSHIP SINCE 1846.



EVIDENCE OF LIVESTOCK USE