

04/23/2012

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 29-4349

NAME AND ADDRESS: D & D RANCHES PARTNERSHIP
C/O DAVID W LUSK
1185 LUSK RD
ARBON ID 83212

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 1.000 CFS

PRIORITY DATE: 04/01/1962

POINT OF DIVERSION:

T10S R34E S18 NWSE Within POWER County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

04/01 10/31

1.000 CFS

PLACE OF USE:

IRRIGATION in POWER County

T10S R34E S18	SWNE	22.00	T10S R34E S18 Lot 2 SWNW	8.30
T10S R34E S18	SENE	40.00	T10S R34E S18	NESW 12.00
T10S R34E S18 Lot 3	NWSW	1.10	T10S R34E S18	NWSE 7.80

91.2 ACRES TOTAL

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

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

09/19/2002

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 29-4349

NAME AND ADDRESS: D & D RANCHES PARTNERSHIP
C/O DAVID W LUSK
1185 LUSK RD
ARBON ID 83212

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 1.98 CFS

PRIORITY DATE: 04/01/1962

POINT OF DIVERSION:

T10S R34E S18 NWNWSE Within POWER County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE
IRRIGATION

PERIOD OF USE
3/15 11/15

QUANTITY
1.980 CFS

PLACE OF USE:	T10S R34E S18	SWNE	21.0	T10S R34E S18	SWNW	16.0
	T10S R34E S18	SENE	39.0	T10S R34E S18	NESW	13.0
	T10S R34E S18	NWSW	2.0	T10S R34E S18	NWSE	8.0

99 ACRES TOTAL

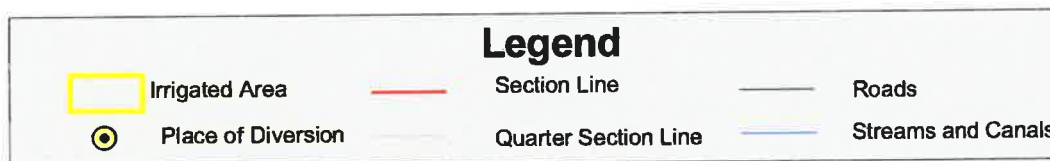
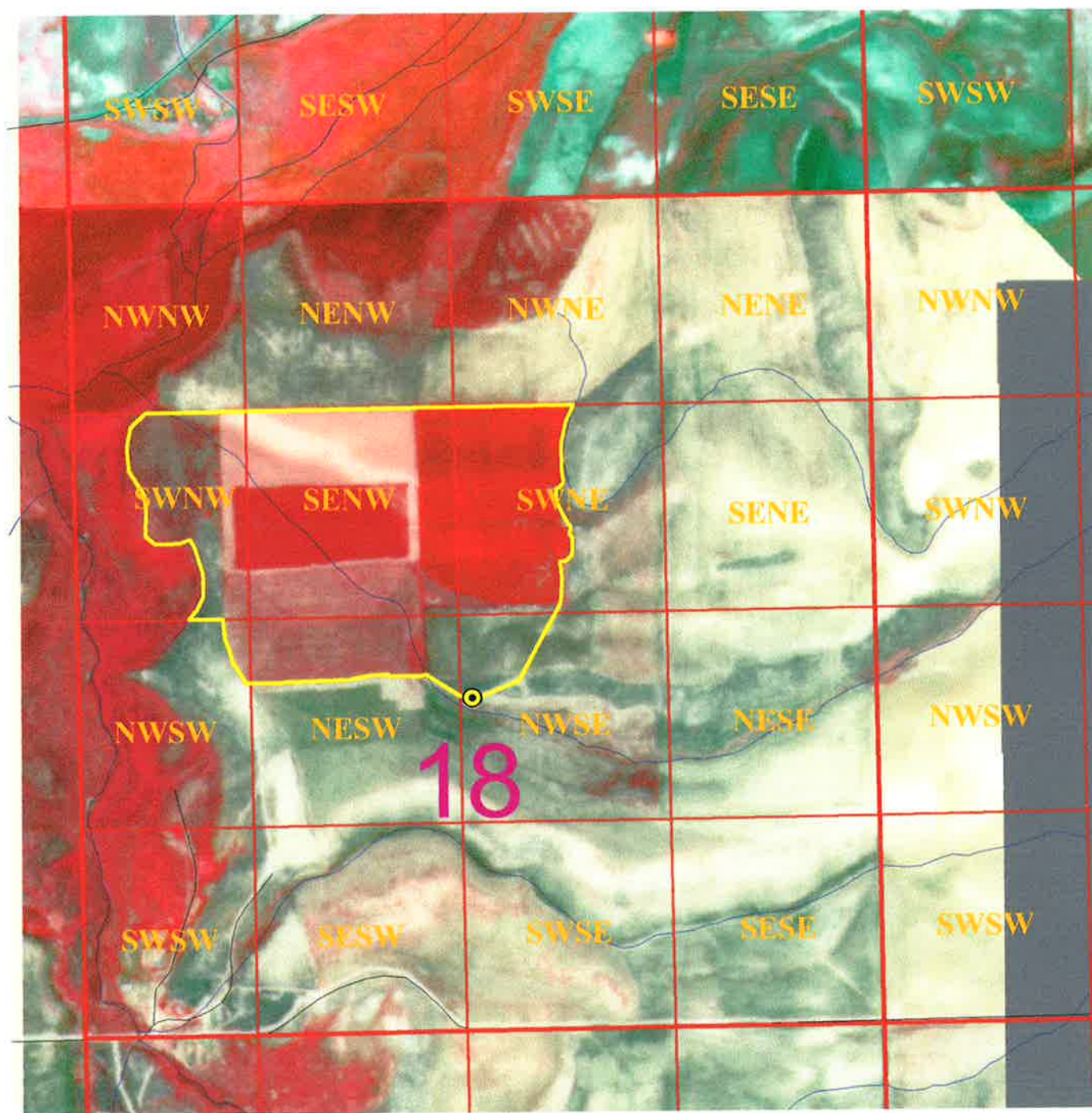
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

NO BENEFICIAL USE FOUND

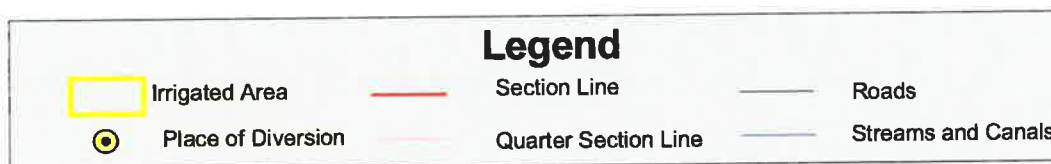
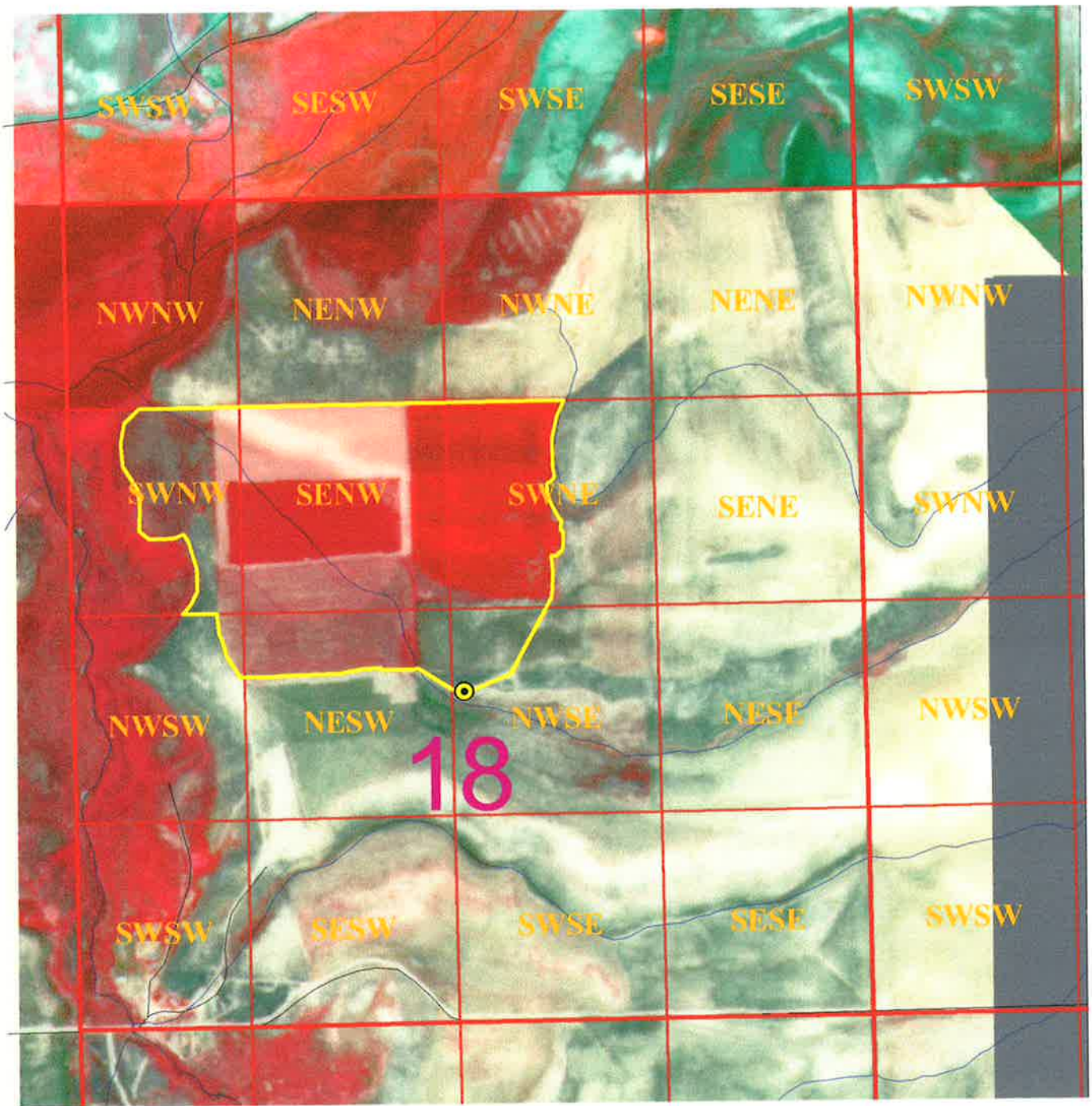
EXPLANATORY MATERIAL:

D&D Ranches
29-10523 } none of these are
29-10525 } associated with
29-10526 } 29-4349

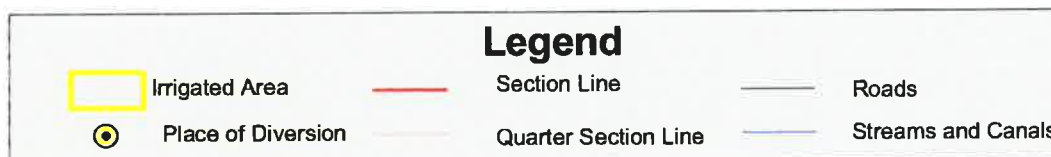
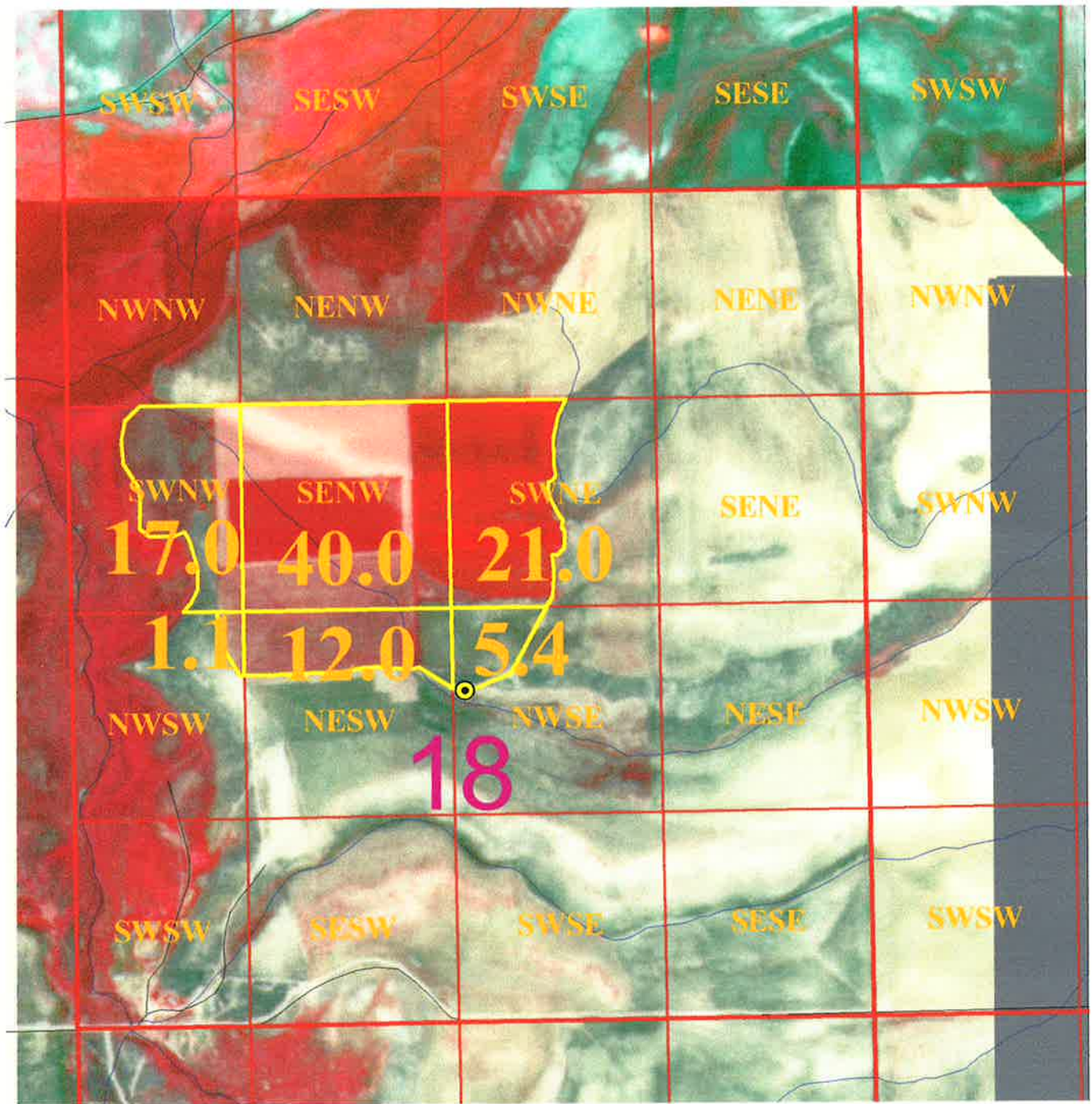
Township , 10S34E



Township , 10S34E



Township , 10S34E



RECEIVED

APR 17 2012

Department of Water Resources
Eastern Region

AFFIDAVIT AND STATEMENT OF HISTORICAL USE OF WATER

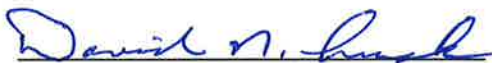
I, David N. Lusk, born January 10, 1954, currently residing at 1190 Lusk Loop, Arbon, ID 83212, hereby write and sign this affidavit of my personal knowledge of the historical use of water rights for the well located on our property. The well in question was drilled in 1961, when I was 7 years old. I personally witnessed the drilling of the well. The well was originally purchased by my Father, David W. Lusk and another rancher, DT (Sod) Williams. Eventually, my Father bought out Sod's portion of the well and we became sole owners. This was the only well they ever partnered together on. Since that time, the well has been continually used and has always been put to beneficial use and we never intended at any time to abandon the water rights.

The water has been primarily used on the 120 acres surrounding the well. Alfalfa, wheat, oats, peas and oats and barley have historically been the crops grown. The well itself is 1200 feet deep. We lift the water 280 feet with a 50 horsepower motor. Irrigation system consists of eight inch main line and hook and latch hand lines. It will pressure about 80 heads at 40 pounds psi at the well. I have moved pipe on the property all of my life and have personal knowledge of the usage of well on a yearly basis from the time it was drilled to the present. I have lived on this property my whole entire life and took over full responsibility of the ranch when my Father passed away in 1991.

It is my opinion that there is a typographical error on the legal description of the location of the well as this is the only well that was drilled for irrigation use and was the only well that my Father and Sod Williams partnered on. The normal irrigation season is from May 1 through October 1st of each year and the pump is usually used daily except for harvest. There is no other form of irrigation on this acreage other than the well.

I have personal knowledge of the irrigation of the previously described lands by virtue of being the owner and person who has farmed and irrigated those lands and who lives in the immediate areas being first duly sworn, hereby state that to the best of my knowledge or recollection, the listed Water Rights and Historic Use of said Water Rights as set forth on the Statement attached hereto, constitute the Beneficial use of the aforementioned Water Rights.

Signed and dated this 15th day of April 2012.



4-15-2012

David N. Lusk

Date

1190 Lusk Loop

Arbon Id 83212 208-251-7480

No. L 1566		Due no later than Jul 31, 2011 Annual Report Form		2. Registered Agent and Address (NO PO BOX)			
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE		1. Mailing Address: Correct in this box if needed. D & D RANCHES, A LIMITED PARTNERSHIP DAVID N LUSK 1190 LUSK LOOP PO BOX 7 ARBON ID 83212 USA		DAVID N LUSK 1190 LUSK LOOP ARBON ID 83212			
				3. <u>New</u> Registered Agent Signature:*			
Office Held	Name	Street or PO Address	City	State	Country	Postal Code	
GENERAL PARTNER	BETTE A. LUSK	1185 LUSK LOOP	ARBON	ID	USA	83212	
GENERAL PARTNER	DAVID N LUSK	1190 LUSK LOOP	ARBON	ID	USA	83212	
5. Organized Under the Laws of: ID L 1566		6. Annual Report must be signed.* Signature: David N Lusk Name (type or print): David N Lusk Date: 05/23/2011 Title: General Partner					
Processed 05/23/2011		* Electronically provided signatures are accepted as original signatures.					

Bowls @ 280'
run ~ 60-70 birds
5/32" Nozzles
35 lbs at pump,
~ 80 acres,
could get 90 birds
in the 1960s.

LUSK FARMS LTD PART.
¹¹⁹⁰
1185 LUSK LOOP
ARBON, ID 83212

DAVID N LUSK
~~335-2133~~ 251-7840
251-2134
4/6/2012 NO ANSWER

IDAHO POWER COMPANY
AMENDMENT TO ELECTRIC SERVICE AGREEMENT

Electric Service Agreement, dated October 20, 19 61, and
signed by D. F. Williams, DEPT. MGR.

of Arden, Idaho
guaranteeing annual/monthly* minimum guarantee of \$ 600.00

is hereby amended for the remaining term of this agreement, in
accordance with Line Extension Schedule No. 71, Paragraph E, to
provide for an annual/monthly* minimum guarantee of \$ 838.00
~~XXXXXX~~ 630.00

Refund to the Customer is hereby made, in the amount of \$ 952.00,
and acknowledged.

April 12, 1965
Date

D. F. Williams Customer
Dave Luck Customer

J. B. Blaylock
Witness

Division Manager

*Strike out one

WELL LOG AND REPORT OF THE STATE RECLAMATION ENGINEER OF IDAHO

Permit No. 28 Well No. 1 County Power

Owner W. Williams and Dora Lusk

Address Arbon, Idaho

Driller Cushman and Johnson Drilling Co.

Address 215 So. Birch St., Blackfoot, Idaho

Center of the east 1/4 NW 1/4 Sec. 19, T. 10 N/S, R. 34 E/W

Size of drilled hole 16 inch

1,200 Ft. Total depth of well

Give depth to standing water from the ground 59 Water temp. _____ °Fahr.

On "Pumping Test" delivery was _____ g.p.m. or _____ c.f.s. Drawdown was _____ feet.

Size of pump and motor used to make test _____

Length of time of test _____ hours _____ minutes.

If flowing well, give flow not c.f.s. or _____ g.p.m. and of shut off pressure _____

If flowing well, described control works not flowing (TYPE AND SIZE OF VALVE, ETC.)

Water will be used for Irrigation Weight of casing per lineal foot 5.75 50

Thickness of casing 1 1/16 Casing material Steel (STEEL, CONCRETE, WOOD, ETC.)

Diameter, length and location of casing 16 in. Top Down
(CASING 12" IN DIAMETER OR LESS, GIVE INSIDE DIAMETER;
CASING OVER 12" IN DIAMETER, GIVE OUTSIDE DIAMETER)

Locate well in section

NW 1/4	NE 1/4
SW 1/4	SE 1/4

CASING RECORD

Diam. Casing	From Feet	To Feet	Length	Remarks—seals, grouting, etc.
16 in	Top	40 1/2	2 3/4 "	Down

Number and size of perforations none located _____ feet to _____ feet from ground

Date of commencement of well July 24, 1961 Date of completion of well Aug. 26, 1961

So2 Waiving Cell No. 3

If more space is required use Sheet No. 2

Signed Carman and Johnson Drilling Co.

By Lorinda L. Williams

License No. 76

1961 EMERGENCY ACP

POOLING AGREEMENT
AGRICULTURAL CONSERVATION PROGRAM

STATE AND COUNTY CODE	POOLING AGREEMENT NO.	PROGRAM YEAR	PAGE	OF
8-2-24	6	1961	1	1

SECTION I

Each person signing this agreement hereby certifies that he has an interest as landlord, tenant, or sharecropper, in the farm identified by the farm number opposite his signature and that the approved conservation practice(s) performed pursuant to this pooling agreement will conserve or improve the agricultural resources of the community and will be performed in a workmanlike manner within the general location specified in Section II hereof. Each person signing this agreement hereby agrees to be responsible for the upkeep, repair, and maintenance of the practices covered by this agreement upon which Federal cost-sharing is given, and for obtaining the necessary authorities, rights, easements, or other approvals for the performance, maintenance, and repair of such practices, and hereby grants such authorities, rights, easements, or other approvals to the other participants in this agreement to enter upon his land as may be necessary to install, maintain, and repair the practices covered by this agreement.

1. The persons signing agree that if a manager is not named in Section II cost-sharing for any conservation practice carried out under this agreement shall be divided among the eligible participants on the basis of their respective contributions, as determined by the county committee, to the performance of such conservation practice(s) and any cost-sharing so determined for a person shall be considered as a conservation practice for which cost-sharing is earned on the farm in which such person has an interest as landlord, tenant or sharecropper.
2. The persons signing agree that if an agent is designated in Section II hereof he is authorized to act for the parties of the agreement with regard to securing the necessary easements, rights-of-way, labor and equipment, construction details, compliance determinations, reports, and certifications, and contacts with the county committee and responsible technicians.
3. The persons signing agree that if a manager is designated in Section II hereof the cost-sharing earned under this agreement, will be paid to the manager and that payment to the manager will fully acquit the Government of all liability to the signers hereof by reason of this agreement.

SECTION II

1. PRACTICE NO.	2. DESCRIPTION OF PRACTICE	3. UNITS APPROVED	4. RATE	5. AMOUNT
F-4-A (8)	Constructing well for irrigation water to supplement normal supply during period of extreme drought	450' drilling 150' casing	75% of actual cost of drilling & casing	\$5000.00
6. LOCATION OF PROJECT			TOTAL	\$ 5000.00

Section 18 Twp. 10 Rge. 34 - Arbon

7. NAME AND COMPLETE ADDRESS OF (CHECK ONE)

MANAGER ☐
AGENT ☐

We the undersigned persons hereby request ACP cost-sharing in carrying out the practice(s) listed in Section II in proportion to our share of the contribution to the performance of such practice(s). We also agree that this pooling agreement shall become effective when approved by the county and State (where required) committees.

FARM NO.	SIGNATURE (Enter date below of 1st Signature only)	FARM NO.	SIGNATURE
D-86	<i>Woodward J. Williams</i>		
D-55	<i>Woodward J. Williams</i>		

DATE OF 1ST SIGNATURE ABOVE

We hereby determine that the performance of the conservation practice(s) specified herein is necessary to conserve or improve the agricultural resources of the community in which the aforesaid farms are located and, therefore, approve the foregoing pooling agreement. The ACP cost-sharing approved will be shown on Form ACP-245.

(FOR THE STATE COMMITTEE)

(FOR THE COUNTY COMMITTEE)

(DATE)

(DATE)

ORDER NUMBER



DATE 13 Sept. 1961

PUMP ESTIMATE AND ORDER

DEALER

CUSTOMER

Agricultural Services, Inc.

Dave Lusk Don T. Williams
Arbim Valley

Route _____ Date Desired _____

phone - 503-225-1141
KIP 33

PUMPING CONDITIONS

Inside Dia. of Well _____	Lift in Well _____	Capacity <u>450</u> GPM
Depth of Well _____	Lift Above _____ Lbs. _____	Speed of Pump <u>1760</u> RPM
Static Water Level _____	Column Friction _____	HP Required <u>30</u>
Drawdown _____	Total Dynm. Head <u>210'</u>	Allowable Shaft HP _____

Number	DESCRIPTION	LIST PRICE	NET PRICE
1	<u>30</u> HP MOTOR <u>3</u> Phase <u>440</u> Volt <u>U.S.</u> Make <u>1760</u> RPM { <u>With</u> } Ratchet _____ { Without } _____		
1	<u>30</u> HP STARTER { Across Line } <u>440</u> Volt <u>Delta</u> Make _____ Auto-Start { } _____ AMP SAFETY SWITCH _____ Volt _____ Phase _____ Make _____ GEAR DRIVE _____ Ratio { With } Ratchet _____ Make _____ Without { } _____ WL _____ SPICER SHAFT _____ " Long _____ WL _____ DRIVE FLANGE _____ Bore _____ Key _____ WL _____ ENGINE FLANGE _____ Bore _____ Key _____		<u>928⁰⁰</u>
1	TF <u>SDH</u> HEAD <u>6</u> " Outlet { <u>Water Lub.</u> } Oil Lub { }	<u>330⁰⁰</u>	
1	<u>1 gal.</u> OILER _____ Volt Solenoid _____	<u>20⁰⁰</u>	
1	<u>6</u> "X <u>5'</u> "DISCHARGE NIPPLE { TOE } TBE { }		<u>140⁰⁰</u>
1	<u>240'</u> SETTING OF <u>6</u> "X <u>1</u> "X <u>1 1/2</u> " in <u>10</u> 'Length	<u>3024⁰⁰</u>	
1	<u>10</u> "BOWLS <u>BKHC</u> Type <u>5</u> Stage { Open } Ports { Bronze } Wear Rings Close { } Cast-Iron { } { Bronze } Impellers { <u>Over-size</u> } Shaft Fitted <u>X</u> <u>X</u> <u>X</u> Cast-Iron { } Standard { }	<u>923⁰⁰</u>	
1	<u>6</u> "X <u>5'</u> SUCTION { TOE } TBE { } Couplings _____		
1	<u>6</u> " STRAINER { <u>Bronze</u> } { <u>Screwed</u> } { <u>Bracket</u> } Galvanized { } Welded { } Cone { }	<u>78</u>	
<u>Installed & wired.</u>		<u>4375⁰⁰</u>	<u>2800⁰⁰</u>
<u>40 HP unit w/ 6 stages Add</u>		<u>238⁰⁰</u>	<u>3768⁰⁰</u>
<u>With model OL Gear Drive -</u>		<u>3060⁰⁰</u>	<u>137⁰⁰</u>
<u>137</u>		<u>3631⁰⁰</u>	<u>238⁰⁰</u>
<u>TOTAL</u>		<u>2023⁰⁰</u>	<u>40 HP 3869⁰⁰</u>

P. O. Box 884

CONDITIONAL SALES CONTRACT

THIS AGREEMENT, Made and entered into this 19 day of September, 1961 between
 M E B C O , of Idaho Falls, Bonneville County, State of Idaho, hereinafter called the seller and
D. T. Williams and Dave Lusk, of
Arbon, County of Power, State of Idaho, hereinafter called the buyer:

WITNESSETH: That the Seller hereby agrees to sell and deliver to the Buyer and the Buyer agrees to purchase, upon the terms and conditions hereinafter expressed, mutually agreed upon by the parties hereto, the following described personal property, hereinafter generally referred to as Machinery, to-wit:

Service Requirements: { Min. Dia. Well 16 Depth To Water 55 Draw Down To 240'
 GPM 540 Total Head 280' BHP 50' RPM 1760

1 Layne Bowler Turbine as follows # 5114

8 Stop 10RL Bowls
240' - 8x2x1 1/2 Column

1- 17 R8 Head

1- 8" Suction & Screen

5' - 8" Discharge Pipe

1- 50 HP Motor V.H.S.

1- 50 HP Cross Line Pump Panel

fuses
Time Delay Relay

52
\$ 516.40

less disc for Cash

46.2

(Pulley use No. Charge)

\$ 4702.00

171 Shift 1/2

Legal Description of land to hold equipment: _____ Section, _____ Township, _____ Range,
 EBM, County of _____, State of Idaho.

Holders of Mortgages or Liens on said Real Property

Price: Buyer agrees to buy said machinery & equipment and to pay seller at Idaho Falls, Idaho, the total purchase price of
 (\$ _____).

Terms: Cash Down \$ _____ Balance payable as follows: _____

A promissory note will be signed with this contract. Simple interest of _____ % will be charged on unpaid balance.

— Make All Remittances Payable To —

MEBCO

(Mel Brown Company)

P. O. Box 884

Idaho Falls, Idaho

CONDITIONAL SALES CONTRACT

THIS AGREEMENT, Made and entered into this 19 day of September, 1961 between
 M E B C O, of Idaho Falls, Bonneville County, State of Idaho, hereinafter called the seller and
D. T. Williams and Dave Lusk, of
Arden, County of Power, State of Idaho, hereinafter called the buyer:

WITNESSETH: That the Seller hereby agrees to sell and deliver to the Buyer and the Buyer agrees to purchase, upon the terms and conditions hereinafter expressed, mutually agreed upon by the parties hereto, the following described personal property, hereinafter generally referred to as Machinery, to-wit:

Service Requirements: { Min. Dia. Well 16 Depth To Water 55 Draw Down To 240'
 GPM 540 Total Head 280' BHP 50+ RPM 1760

1	Layne Bowler Turbine as follows	\$5114 ⁰⁰
	8 Stage 10KL Bowls	
	240' - 8" x 2 1/2" Column	
	1- 17 R8 Head	
	1- 8" Suction & Screen	
	5' - 8" Discharge Pipe	
	1- 50 HP Motor V.H.S.	
	1- 50 HP Cross Line Pump Panel	
	Instructions	
	Time Delay Relay	52
		\$5164 ⁰⁰
	less disc for Cash	462
	(Policy use No Charge)	
		\$4702 ⁰⁰

Legal Description of land to hold equipment: _____ Section, _____ Township, _____ Range,
 EBM, County of _____, State of Idaho.

Holders of Mortgages or Liens on said Real Property

Price: Buyer agrees to buy said machinery & equipment and to pay seller at Idaho Falls, Idaho, the total purchase price of
Forty Seven Hundred and two and 4/100 (\$ 4702⁰⁰).

Terms: Cash Down \$ 400 Balance payable as follows: 4302⁰⁰ TO BE PAID

A promissory note will be signed with this contract. Simple interest of _____ % will be charged on unpaid balance.

— Make All Remittances Payable To —

M E B C O

(Mel Brown Company)

P. O. Box 884

Idaho Falls, Idaho

Phone CA 6-2750

MEBCO

MEL BROWN COMPANY

South UTAH AVENUE (Three blocks south of Broadway)

Bus. Phone JAcKson 2-7001 - Res. Phone JAcKson 3-1310 P. O. Box 884

IDAHO FALLS, IDAHO

Grace, Idaho

Phone 6666

CUSTOMER PHONE

ADDRESS DATE

JOB NAME AND LOCATION OF WELL

Inside Dia. Well In. Draw Down Ft. G.P.M.

Depth of Well Ft. Lift Above Ft. B.H.P.

Standing Water Level	Ft.	Total Head	Ft.	R P M
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QUAN.

ITEM

Memorandum - Sept 19, 1961

D. T. Williams and Dave Jack agree to assume responsibility for payment of balance on conditional sales contract with M. J. Brown as follows:

Dave Truck will pay \$2442⁰⁰/₁₀₀ of this balance less down payment 200⁰⁰/₁₀₀ This date

D.T. Williams will pay \$2260⁰⁰ of this balance less down payment of \$500⁰⁰ this date.

Both parties agree to pay off balance in full within 60 days (by Nov. 19th 1961) to qualify for cash discount given by Mel Brown Co.

#2060⁰² Pd by Check
12/20/61

By D. T. Sod Williams
to L. F. Emgeart.

TOTAL

TERMS: CASH DOWN \$..... BALANCE Payable as follows:

Without grace for value received, I promise to pay to the order of the Seller the above mentioned amounts, payable as hereinabove set forth. I agree that title to the merchandise hereinabove set forth shall at all times remain in the Seller's name, until this note is fully paid, and if the same be placed with an attorney for collection or suit, I agree to pay a reasonable attorney's fee. If not paid at maturity, this note shall thereafter draw interest at the rate of 8% per annum until paid. Upon failure on the part of the purchaser to make payments, as herein specified, the Seller may repossess said property wherever found. Property shall not be moved from premises without consent of Seller.

Accepted by:

Buyer

Buyer

Grace, Idaho

CONDITIONAL SALES CONTRACT

Idaho Falls, Idaho
Aberdeen, Idaho

WITNESSETH: That the Seller hereby agrees to sell and deliver to the Buyer and the Buyer agrees to purchase, upon the terms and conditions hereinafter expressed, mutually agreed upon by the parties hereto, the following described personal property, hereinafter generally referred to as Machinery, to-wit:

Service Requirements: { Min. Dia. Well 16" Depth To Water 30' Draw Down 310'
GPM 540 Total Head 580' BHP 33' RPM 1760

	Change 17K8 head to 17AC8	N.C.
40	2" X 2" X 176 Column w	435.2
This to be added to Pump already installed in Hale. 28 ~~10/11/61~~ by check 11/21/61 435.2		

Legal Description of land to hold equipment: _____ Section, _____ Township, _____ Range,
EBM, County of _____, State of Idaho.

_____ Holders of Mortgages or Liens on said Real Property

Price: Buyer agrees to buy said machinery & equipment and to pay seller at Idaho Falls, Idaho, the total purchase price of Four Hundred Twenty Five Dollars (\$425.00).

Terms: Cash Down \$ _____ Balance payable as follows: Cash.

A promissory note will be signed with this contract. Simple interest of _____ % will be charged on unpaid balance.

— Make All Remittances Payable To —

M E B C O
(Mel Brown Company)

P. O. Box 884
Idaho Falls, Idaho



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, Idaho 83402-1718 - (208) 525-7161- Fax (208) 525-7177

EASTERN REGION

September 13, 2001

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

D & D Ranches, Partnership
c/o David W. Lusk
1185 LUSK ROAD
ARBON ID 83212

Re: Claim A29-4349

Dear Water User:

Last spring I wrote you requesting additional information or documentation of the use of this water right. I need this information to make an accurate recommendation to the court in the Snake River Basin Adjudication. Because this right has never been confirmed by a court decree or a department investigation, I need documentation that the water uses were developed prior to March 25, 1963 (ground water source) or May 20, 1971 (surface water source).

Please refer to the letter and pamphlet sent last spring, and provide documentation. Remember that affidavits must clearly identify "first person" knowledge (I did..., I saw...) and clearly state when the use of water was first seen by the person.

Feel free to contact me or my supervisor Ernest Carlsen if you have questions.

Sincerely,

Bryce A. Contor
Senior Water Resource Agent

PROFILED

SCANNED
MAR 3 2006



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, Idaho 83402-1718 - (208) 525-7161- Fax (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

May 2, 2001

D & D Ranches, Partnership
c/o David W. Lusk
1185 Lusk Road
Arbon, Idaho 83212

Re: Claim 29-4349, Snake River Basin Adjudication

Dear Water User(s):

We are now in the process of reviewing adjudication claims in Administrative Basin 29. Claim filing began a number of years ago, followed by several years of resolving legal issues. We are now in the process reviewing claims in order to make recommendations to the court.

For a long period of time in Idaho's history (before 1963 from ground water, before 1971 from surface water), a water right could be perfected by simply using water. Unless a dispute were resolved in court, there may never have been a paper record of a legitimate water right. In the 1970's or 1980's, many "statutory" claims were filed to record these existing unrecorded rights, but this process did not involve any investigation by the department. Claims were simply advertised, then recorded. When the adjudication commenced, new adjudication claims were filed, based upon the older statutory claims.

Your water right falls in this class. Because of the nature of the statutory claims process and the adjudication claims process, this right has never been investigated nor verified by the department. I've enclosed copies of the adjudication claim and the older statutory claim, for your information.

In order to recommend this right, I need you to supply "evidence of priority" and "evidence of beneficial use." The enclosed pamphlet describes some typical sources that may be used. If an affidavit is used, it must clearly show that the person making the affidavit personally observed the water use. The more detail the affidavit gives, indicating dates, circumstances, amounts and details of water use, the better. As I review the documentation provided, my standard will be:

The documentation should tend to indicate that diversion works were in place and had adequate capacity for the claimed use. The documentation should also tend to indicate that water was applied to the claimed beneficial use on the claimed place of use.

Please review these documents, and provide documentation of the historical use of this right. Feel free to call me if you have questions. You should be able to reach me Thursday or Friday mornings.

Sincerely,

Bryce A. Contor
Senior Water Resource Agent



IDAHO DEPARTMENT OF WATER RESOURCES

SNAKE RIVER BASIN ADJUDICATION - BASIN 29



RIGHT ID
POD ID
Quad
Claim Type
Easting
Northing
GPSID

Diversion Description

WELL WITH 50HP MOTOR. WATER AT 40 FEET TO MAINLINE.

Assumptions

Invoice #

2000-037-01-0

Phase-0 (No Attention)
Phase-I (Ready to Go to Field)
Phase-II (Site Visit - Data Missin
Phase-III (Complete w/issues)
Phase-IV (Total Complete)

Linked

OD ID 200477 01.JPG

Photos

EPE (ft)

Date (M/D/Y)

Time

Flow Rate (CFS)

1.72569988801792

Open Channel Flow

☐ Complete one box from both Area and Calculation sections

Cross Sectional Area

☐ Circular Channel

- ☐ Less than half full
☐ Half full
☐ More than half full
☐ Full

Diameter

Depth

☐ Rectangular Channel

Width

Depth

Flow Calculation

☐ Continuity

Velocity

☐ Orifice

(Use only for head over a pipe flowing full with free discharge)

Depth of Water above orifice centerline

☐ Weir

(Use only for water flowing freely over weir)

Height of water above nappe

Width of weir

☐ Manning (If used, include photo of representative channel section)

Channel Slope

Channel Description	Concrete lined	.016
	Smooth earth	.025
	Earth	.033
	Rough bed, weeds on sides	.04
	Smooth natural stream	.033
	Rough natural stream	.1

Pumped System ☒

HP

Pressure Head (psi)

Elevation Head (ft)

Motor Mfg

Motor Serial #

Pump Type

Pump Mfg

Pump Serial#

New Contact Information ☐

New Contact Comments

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Log for claim A29-04349

Spatial Dynamics AMH

7/17/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
10s34e	18	SWNE	21	21	
10s34e	18	SWNW	16	17	
10s34e	18	SEnw	39	40	
10s34e	18	NESW	13	12	
10s34e	18	NWSW	2	1.1	
10s34e	18	NWSE	8	5.4	
Totals:			99	96.5	

Under the provisions of Section 42-243, Idaho Code, any person using or claiming rights to the public waters of Idaho established by diversion and application to a beneficial use must file a claim with the Department of Water Resources on or before June 30, 1983. Exempted from this filing are single family domestic uses as defined in Section 42-230(d), Idaho Code. Also exempted are rights represented by a permit, license, decree, adjudicated right, or a previously filed claim.

(Zip Code)

tributary to

MAY 16 2001

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: A29-04349
Date Received: 3/13/1990
Receipt No: MO06223
Received By: SN

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: D & D RANCHES, PARTNERSHIP 208-335-2131
Address: C/O DAVID W. LUSK
1185 LUSK RD.
ARBON, ID 83212

2. Date of Priority: APR 01, 1962

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
10S	34E	18	NW	NW	SE		POWER

5. Description of diverting works:
1203'X16" WELL WITH 50HP MOTOR. WATER AT 40'. TO MAINLINE.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	1.980		

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

8. Total consumptive use is 247.5 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
10S	34E	18	SW	NE		IRR	21.0
			SW	NW		IRR	16.0

A29-04349

Page 1

Date: 03/13/90

A2904349



MICROFILMED
NOV 13 1992

10. Place of Use: Continued

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
10S	34E	18	SE		NW		IRR	39.0
			NE		SW		IRR	13.0
			NW		SW		IRR	2.0
			NW		SE		IRR	8.0
Section Acres								99.0
Total Acres								99.0

11. Place of use in counties: POWER

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

13. Other Water Rights Used:
NONE

14. Remarks:

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: 01

For Organizations:

I do solemnly swear or affirm that I am PARTNER of
Title
D & D RANCHES, PARTNERSHIP, that I have signed the foregoing
Organization
document in the space below as PARTNER of
Title

D & D RANCHES, PARTNERSHIP and that the statements contained in the
Organization
foregoing document are true and correct. David H. Lusk
Signature of Authorized Agent

PARTNER, D & D RANCHES, PARTNERSHIP
Title and Organization

3-13-1990
Date

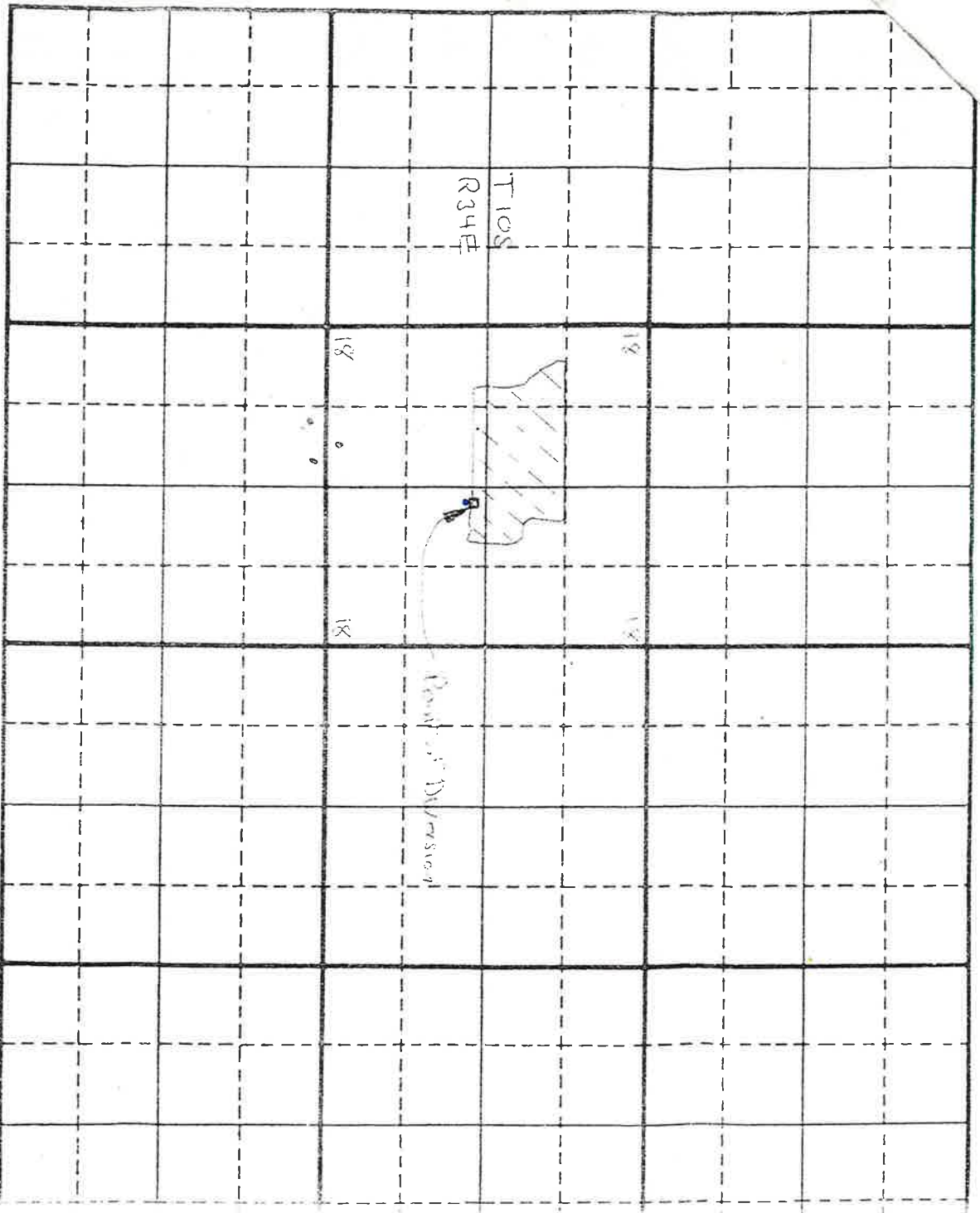
State of Idaho)
County of Power) SS.

Subscribed and sworn (or affirmed) before me this 13 day
of March 19 90

[Signature]
Notary Public

Seal

Residing at Shale Falls, ID.
My Commission Expires 22 Aug 1994



Scale: 2 inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of Idaho

County of

) ss.

A29-04349

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they, subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

NOV 13 1992

(Claimant)

Sworn to before me this

day of

19

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