

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT – POINT(S) OF DIVERSION

This form may be used to apply to change and/or add points of diversion for existing water rights and to report an ownership change for an entire water right(s) in connection with the proposed point of diversion change(s). Do not use this form to apply for changes to other elements of a water right or to report an ownership change for a portion of a water right. See the [Application for Transfer Instructions](#) for help completing this form and for mailing addresses of Department offices where your application can be submitted.

Check all that apply:

- ☒ Change diversion point(s) ☐ Add diversion point(s) ☐ Ownership change

1. APPLICANT(S) Thomas Carl Laughlin and Barbara Ann Laughlin Phone (307) 690-2752
Revocable Trust

2. MAILING ADDRESS P.O. Box 2375 City Tackson
State WY Zip 83001 Email tomclaughlin@earthlink.net

- ☐ If the applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign for the applicant.
- ☐ If the applicant is not the current water right(s) owner, attach documentation of authority to file the application.
- ☐ If the application includes a change in ownership of water right(s), attach a copy of the conveyance document, such as a warranty deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property conveyed or description of the water right if no land is conveyed. Additional fee(s) required for water right ownership changes; see [fee schedule](#).
- ☐ If the application is not signed by the applicant, attach a Power of Attorney or other documentation providing authority to sign for the applicant.

3. LIST WATER RIGHT NUMBER(S) 22-13256

- ☒ Attach a copy of the water right(s) as recorded, available at www.idwr.idaho.gov, Water Right Transfers, Step 1, or by contacting any Department office.

4. TOTAL AMOUNT OF WATER transferred is 0.220 cubic feet per second and/or 45.00 acre-feet per annum.
(diversion rate) (storage volume)

5. POINT OF DIVERSION – Describe all the point(s) of diversion to be included on the water right(s) after the proposed change.

- ☐ Attach Eastern Snake Plain Aquifer (ESPA) analysis if this transfer proposes to change a point of diversion affecting the ESPA. ESPA analysis information is available at www.idwr.idaho.gov, Water Right Transfers, Online Resources.

Twp	Rge	Sec	Govt Lot	¼	¼	¼	County	Source	Local name or tag #
5N	44E	02		NW	SE	SW	Teton	well	

6. GENERAL INFORMATION

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:

Well - underground pipe for water Distribution
"See Attachment" well and pump use agreement

- b. Who owns the property at the point(s) of diversion? Brittain Roberts 3190 E. 1000 S. Driggs, Id. 83422
If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:

"See Attachment"

- c. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes No

- ☐ ☒ undergone a period of five or more consecutive years of non-use,
☐ ☒ currently leased to the Water Supply Bank,
☐ ☒ currently used in a mitigation plan limiting the use of water under the right(s), or
☐ ☒ currently enrolled in a Federal set-aside program limiting the use of water under the right(s)?

If yes, describe _____

7. MAP - ☒ Attach a map of the diversion, measurement, control and distribution system. Clearly label the map with township, range, section and $\frac{1}{4}$ $\frac{1}{4}$ of section information. The *Map Tool*, available at <http://maps.idwr.idaho.gov/TransferApplicationLayouts/> provides a satisfactory template for creating the required map.

8. SIGNATURE - The information in this application is true to the best of my knowledge. I understand any willful misrepresentations in this application may result in rejection of the application or cancellation of an approval.

Thomas Carl Laughlin
Signature of applicant or authorized agent

Thomas Carl Laughlin
Print name and title if applicable

10/28/2013
Date

Barbara Ann Laughlin
Signature of applicant or authorized agent

BARBARA ANN LAUGHLIN
Print name and title if applicable

10/28/2013
Date

9. FEE - ☐ The application filing fee provided in Section 42-221, Idaho Code, must be submitted with the application for transfer. The Application fee is based on the total amount of water proposed for transfer in Item 4: the larger fee for either cubic feet per second (diversion rate) or acre-feet per annum (storage volume). The *Fee Schedule* is available at www.idwr.idaho.gov, *Water Right Transfers, Step 4* and in the *Application for Transfer Instructions*.

FOR DEPARTMENT USE ONLY

Transfer includes _____ pages of attachments. Received by _____ Date _____

Fee paid \$500 Date 11/04/2013 Received by WCF Receipt # E039267

Preliminary review completed by _____ Date _____

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

DISTRICT COURT - SRBA
Fifth Judicial District
County of Twin Falls - State of Idaho

NOV 24 2008

In Re SRBA)
)
Case No. 39576)

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 22-13256

By _____ Clerk

Deputy Clerk

NAME AND ADDRESS: BARBARA ANN LAUGHLIN
THOMAS C LAUGHLIN
PO BOX 2375
JACKSON, WY 83001

SOURCE: GROUND WATER

QUANTITY: 0.22 CFS
45.00 AFY

PRIORITY DATE: 05/09/1978

POINT OF DIVERSION: T05N R44E S11 SENW Within Teton County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	04-15 TO 10-15	0.22 CFS 45.00 AFY

The use of water for irrigation under this right may continue to as late as October 31, provided other elements of the right are not exceeded. The use of water after October 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

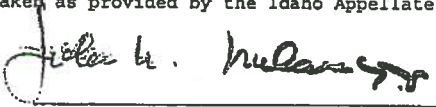
PLACE OF USE: Irrigation Within Teton County
T05N R44E S11 SENW 15.0
15.0 Acres Total

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

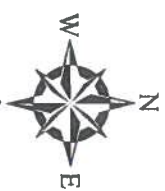
THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.


John M. Melanson
Presiding Judge of the
Snake River Basin Adjudication

EGBERT WELL USE AGREEMENT



Legend

POD

22-7279A

22-13188

22-13256

22-13273

22-13718

22-13719

22-13801

22-13802

Section LinesQuarter Quarters

Bing Aerial Photo

Prepared by:
Luke H. Marchant
5/15/2013



WELL AND PUMP USE AGREEMENT

THIS WELL AND PUMP USE AGREEMENT (this "Agreement") is made and executed this 8th day of October, 2013 by and between:

Thomas P. Bovee and _____ Bovee, husband and wife, of 520 County Rd. 311, Ignacio, Colorado 81137 ("**Bovee**");
Peter Feuz and _____ Feuz, husband and wife, of P.O. Box 123, Jackson, Wyoming 83001 ("**Feuz**");
Brittain Roberts and _____ Roberts, husband and wife, of 3190 E. 1000 S., Driggs, Idaho 83422 ("**Roberts**");
David Allan Kribs and _____ Kribs, husband and wife, of 602 South 15th Street, Philomath, Oregon 97370 ("**D. Kribs**");
Martin B. Kribs and Blair B. Kribs, husband and wife, of P.O. Box 1421, Boulder, Utah 84716 ("**M. Kribs**");
Don R. Wade and Vicky Wade, husband and wife, of P.O. Box 37, Teton, Idaho 83452 ("**Wade**");
Enrica Cherney Fish Revocable Trust of 1208 W Minnehaha Pkwy, Minneapolis, Minnesota 55419 ("**Fish Trust**");
Kathleen A. Hames and _____, wife and husband, of 6383 Prairie Lane, Evergreen, Colorado 80439 ("**Hames**");
Thomas Carl Laughlin Revocable Trust whose address is P.O. Box 2375, Jackson, Wyoming 83001 ("**Laughlin Trust**");
Thomas Richard Nell Family Trust whose address is P.O. Box 1311, Driggs, Idaho 83422 ("**Nell Trust**"); and
Packsaddle LLC, a Wyoming limited liability company, of P.O. Box 1816, Wilson, Wyoming 83014 ("**Packsaddle**").

These parties are hereinafter collectively referred to as the "Parties" (individually, a "Party").

RECITALS:

- A. Bovee owns property that is identified in the records of Teton County as parcel no. RP003090000060 that is generally located in the south half of the NE1/4NW1/4 of Section 11, Township 5N, Range 44E and is irrigated by a portion of Water Right No. 22-13718.
- B. Feuz owns property that is identified in the records of Teton County as parcel nos. RP05N44E112420 and RP05N44E112550 that is generally located in the north half of the NE1/4NW1/4 of Section 11, Township 5N, Range 44E and is also irrigated by a portion of Water Right No. 22-13718.
- C. Roberts owns property that is identified in the records of Teton County as parcel nos. RP05N44E026755 and RP05N44E026925 that is generally located in the west half of the

SE1/4SW1/4 of Section 2, Township 5N, Range 44E and is irrigated by a portion of Water Right No. 22-13801.

- D. D. Kribs owns property that is identified in the records of Teton County as parcel no. RP05N44E026725 that is generally located in the SE1/4SE1/4SW1/4 of Section 2, Township 5N, Range 44E and is also irrigated by a portion Water Right No. 22-13801.
- E. M. Kribs owns property that is identified in the records of Teton County as parcel no. RP05N44E026750 that is generally located in the NE1/4SE1/4SW1/4 of Section 2, Township 5N, Range 44E and is also irrigated by a portion of Water Right No. 22-13801.
- F. Wade owns property that is identified in the records of Teton County as parcel no. RP05N44E028550 that is generally located in the west half of the SW1/4SE1/4 of Section 2, Township 5N, Range 44E and is also irrigated by a portion of Water Right No. 22-13801.
- G. The Fish Trust owns property that is identified in the records of Teton County as parcel no. RP05N44E028400 that is generally located in the east half of the SW1/4SE1/4 of Section 2, Township 5N, Range 44E and is irrigated by Water Right No. 22-13802.
- H. Hames owns property that is identified in the records of Teton County as parcel no. RP05N44E113100 that is generally located in the south half of the NW1/4NW1/4 of Section 11, Township 5N, Range 44E and is irrigated by Water Right No. 22-13188.
- I. The Laughlin Trust owns property that is identified in the records of Teton County as parcel nos. RP05N44E114300 and RP05N44E114600 that is generally located in the SE1/4NW1/4 of Section 11, Township 5N, Range 44E and is irrigated by Water Right Nos. 22-13256 and 22-13273.
- J. The Nell Trust owns property that is identified in the records of Teton County as parcel no. RP003090000030 that is generally located in the north half of the SW1/4NW1/4 of Section 11, Township 5N, Range 44E and is irrigated by Water Right No. 22-13719.
- K. Packsaddle owns property that is identified in the records of Teton County as parcel no. RP05N44E020600 that is generally located in the SW1/4SW1/4 of Section 2, Township 5N, Range 44E and is irrigated by Water Right No. 22-7279A.
- L. Water Right Nos. 22-13718 and 22-13801 are used to irrigate a number of the Parties' respective properties, but have not been split and do not reflect current ownership of the properties or the water rights as required by Idaho Code § 42-248. It is anticipated that the owners of these respective properties will take the appropriate steps with the Idaho Department of Water Resources to remedy these deficiencies. Nevertheless, these deficiencies in no way impact the validity or enforceability of this agreement.
- M. In addition, according to the records of the Idaho Department of Water Resources, the currently identified owners of Water Right Nos. 22-13188, 22-13256, 22-13273, 22-13719, and 22-7279A do not match the owners of the properties to which those water rights are

appurtenant according to the records of Teton County. It is anticipated that the owners of these respective properties will take the appropriate steps with the Idaho Department of Water Resources to remedy these deficiencies. Nevertheless, these deficiencies in no way impact the validity or enforceability of this agreement.

- N. The Parties have historically shared an irrigation well and pump located in the SE1/4SW1/4 of Section 2, Township 5N, Range 44E to divert their respective water rights (the "Well"). The Parties now wish to enter into this Agreement regarding operation and maintenance of the Well.
- O. The Parties' respective properties and water rights are generally depicted on Exhibit 1.

AGREEMENTS:

In consideration of the mutual representations, warranties, and covenants contained herein, the Parties, intending to be legally bound hereby, agree as follows:

1. Well Usage. The Parties agree to use the Well as follows:
- a. Usage. The Parties shall work together in good faith to agree to a rotation schedule that makes the most efficient use of the Well that allows for the irrigation needs of the Parties.
 - b. Repair, Replacement, and Maintenance Costs. Each Party shall be responsible for repair, replacement, maintenance, and any other costs (electricity, etc.) associated with the Well and associated buried mainlines, pumps, bowls, motors, panels, and the like ("Appurtenances") according to the following percentages, which is based on the irrigated acreage owned by each Party (according to Idaho Department of Water Resources records):

Party	Acres	Percentage
Bovee	19	8.8%
Roberts	20	9.2%
Feuz	19	8.8%
Fish Trust	20	9.2%
Hames	19	8.8%
D. Kribs	10	4.6%
M. Kribs	9	4.1%
Laughlin Trust	33	15.2%
Nell Trust	18	8.3%
Packsaddle	32	14.7%
Wade	18	8.3%
TOTAL	217	100.00%

c. Decision making.

- i. Majority Agreement. All decisions with respect to the plan of action for maintenance, repairs, rehabilitation and replacement of the Well and/or Appurtenances shall be made by an agreement by a simple majority (based on percentages set forth in paragraph 1.b above) of the Parties, or the Parties shall proceed as outlined in subpart ii. below.
 - ii. Dispute Resolution If There Is a Failure to Agree. In the event a simple majority of the Parties cannot agree to the scope or extent of maintenance, repairs, rehabilitation and replacement of the Well or its Appurtenances, the following procedures shall govern:
 1. Each Party shall—at their sole cost and expense—employ a licensed engineer, a representative from a licensed well drilling company, or a pump repair company (the “Contractor”), to inspect the well and/or Appurtenances at issue and make recommendations on the work that should be performed in that person’s opinion.
 2. In the event the Parties’ Contractors agree as to the recommended work that should be performed, then such recommended work shall be performed.
 3. In the event the Parties’ Contractors disagree as to the that should be performed, the Parties’ Contractors shall agree to appoint an independent Contractor and such independent Contractor shall inspect the situation and the recommendation of the independent Contractor shall dictate the work to be performed. Each Party shall share the cost of hiring the independent Contractor.
2. Quality of Work. All work and activities contemplated in this Agreement shall be undertaken in a good and workmanlike manner utilizing equipment and materials of good quality and condition and in a manner that is in compliance with all laws, ordinances, codes and regulations of governmental agencies having jurisdiction. The irrigation facilities shall be kept at all times in good, clean and operating condition and state of repair and in a manner that is in compliance with good engineering practices then prevailing in Teton County, Idaho and with all laws, ordinances, codes and regulations of governmental agencies having jurisdiction.
 3. Additional Users of Well. No additional parties shall be entitled to use the Well for any purpose, unless the Parties unanimously agree otherwise in writing.
 4. Severance. Should any Party decide to withdraw from use of the Well and elect to receive water from another pump and well or other water delivery system, the Party must give thirty

(30) day notice to the other Parties. The severing Party will be solely responsible for all costs associated with the severance, including, but not limited to, all excavation costs and other removal costs associated with the severance. If severance from the water system requires disturbing the property of another Party, the severing party shall restore the disturbed property to its previous condition, as nearly as practicable. Provided, however: (a) that no Party shall have a right to remove the Well and appurtenances, including buried mainline pursuant to the provisions of this Paragraph 3; (b) that no Party shall have a right to interrupt or terminate the transport of water to down line parties pursuant to the provisions of this Paragraph 3.

5. Modification. This Agreement may not be modified, changed, discharged or terminated, except by a writing signed by all Parties.
6. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties with respect to the transactions contemplated herein.
7. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
8. Authority. Each Party warrants and represents that the individual executing this Agreement on behalf of the Party is duly and expressly authorized to so act on behalf of the persons and organizations he or she purports to represent, and each Party acknowledges that each other party hereby relies upon that warranty and representation.
9. Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
10. Enforceability. In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the same shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.
11. Waiver. Acceptance by any Party of any performance less than required hereby shall not be deemed to be a waiver of the rights of such Party to enforce all of the terms and conditions hereof. No waiver of any such right hereunder shall be binding unless reduced to writing and signed by the Party to be charged therewith.
12. Binding on Successors. This Agreement shall be binding on the heirs, successors, administrators, executors and assigns of all parties hereto and shall run with the land.
13. Costs and Attorney's Fees. In the event of any controversy, claim or action being filed or instituted between the parties to this agreement to enforce the terms and conditions of this agreement or any of the other purchase documents, or arising from the breach of any provision hereof, the prevailing party will be entitled to receive from the other party all costs, damages, and expenses, including reasonable attorney's fees, incurred by the prevailing Party, whether or not such controversy or claim is litigated or prosecuted to judgment, including fees in bankruptcy court or fees on appeal. The prevailing Party will be that party who was awarded

judgment as a result of trial or arbitration, or who receives a payment of money from the other party in settlement of claims asserted by that party.

14. Joinder by Consent. In the event that any Party named herein does not execute this Agreement, the terms and provisions of this Agreement shall become binding upon, and apply fully to, any such named party, or such Party's heirs, successors, administrators, executors, or assigns who, while holding title to the such named Party's respective parcel of land described by reference herein, shall record in the real property records of Teton County, Idaho an unconditional election to participate in and be bound by the terms and provisions of this Agreement.
15. Failure to Pay Share of Costs. If any Party fails to pay its share of the costs set forth within the designated time period, the remaining Parties (upon a majority vote of acres) may temporarily refuse delivery of water to the defaulting Party until such costs are paid. Under no circumstances, however, shall the defaulting Party be entitled to the delivery of water if the defaulting Party remains in default for sixty (60) days, upon which time, delivery of water to the defaulting Party will cease until such costs are paid.
16. Recording Agreement. The Parties hereto acknowledge and agree that this Agreement shall be recorded in the real property records of Teton County, Idaho, and that the provisions thereof shall run with the land.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and seals the day and year first above written.

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[SIGNATURE PAGES TO FOLLOW]