

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 BEAR RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 79576

Claim ID: 13-2268

Date Received: 10/15/24

Receipt No: P001424

Claim Fee: 92.00 By: MB

RECEIVED

OCT 15 2024

NOTICE OF CLAIM TO A WATER RIGHT ACQUIRED UNDER STATE LAW

IDWR/Preston

Please type or print clearly

- Name of claimant(s) Carolina Rising, LLC Phone (435) 512-0707
Mailing address 4856 W 100 S Weston ID Zip 83286
Street or Box City State
Email address (optional) tyler.bowles@usu.edu
- Date of priority: (Only one per claim) 10/11/1965 (Explain priority date selected in Remarks)
Month/Day/Year (YYYY)
- Source of water supply (Check one) Ground Water (X) or Other () (a) _____
which is tributary to (b) _____
- a. Location of point of diversion is: Township 16 South, Range 39 E, Section 5,
NW 1/4 of SW 1/4, Govt. Lot _____, BM, County of Franklin
Parcel no. GPS 42.06411, - 111.93515
Additional points of diversion, if any: NE 1/4 of SE 1/4 Section 6 Township 16 South
If available, GPS Coordinates Range 39 E. GPS 42.06394, - 111.93980
[See Remarks]
b. If instream flow, beginning point of claimed instream flow is:
Township _____, Range _____, Section _____, _____ 1/4 of _____ 1/4,
Govt. Lot _____, BM, County of _____
Ending point is: Township _____, Range _____, Section _____, _____ 1/4 of _____ 1/4,
Govt. Lot _____, BM, County of _____
- Description of existing diversion works (dams, reservoirs, ditches, wells, pumps, pipelines, headgates, etc.),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well.
For GPS 42.06411, - 111.93515: two drilled/casing wells + a dug well
For GPS 42.06394, - 111.93980: a dug well

6. Water is claimed for the following purposes:

(dates are inclusive MM-DD) (cfs) (acre-feet)

For Stockwater/dairy purposes from 1/1 to 12/31 amount 0.32 or _____

For Commercial/barn purposes from 1/1 to 12/31 amount 0.05 or _____

For Domestic purposes from 1/1 to 12/31 amount 0.05 or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 0.42 (cfs) and/or (b) _____ (acre-feet)

8. Non-irrigation uses; describe fully (e.g., Domestic: Give number of households served; Stockwater: Type and number of livestock, etc.) Two household (no yards/lawns); 800 cows

9. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
16	39E	5										S							
16	39E	5										C							
16	39E	5										D							

Parcel no(s). _____ Total number of acres irrigated 0

10. In which county(ies) are lands listed above as place of use located? Franklin

11. Do you own the property listed above as place of use? Yes (X) No ()

If your answer is No, describe in Remarks below the authority you have to claim this water right.

12. Describe any other water rights used at the same place and for the same purposes as described above.

_____ or None (X)

13. Remarks (Include an explanation of the priority date selected):

Exhibit A - Map of diversion point GPS 42.06411, -111.93515

(Exhibit A is also Map of Place of use)

Map of diversion point GPS 42.06394, -111.93980

Exhibit B - Joint Water Use Agreement

Carolina Rising, LLC (Owned by Tyler J. Bowles)

does not own the property of diversion

point GPS 42.06394, -111.93980. However a

Joint Water Use Agreement is in place

concerning the well.

Name of claimant(s) _____ Claim ID _____

14. Basis of claim (Check one) Beneficial Use () Posted Notice () License (☒) Permit () Decree ()

Court _____ Decree Date _____ Plaintiff v. Defendant _____

If applicable provide IDWR Water Right Number 13 - 2268

15. **Signature(s)**

- (a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notices in the Bear River Basin Water System Adjudication."
(b.) I/We do () do not (☒) wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 2

For Individuals: I/We do solemnly swear or affirm under penalty of perjury that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) _____ Date: _____

_____ Date: _____

For Organizations: I do solemnly swear or affirm under penalty of perjury that I am, and that I have signed the foregoing document in the space below as the

Owner/Member of Carolina Rising, LLC
Agent's title (Please print) Name of organization (Please print)

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent Tyler J. Bowles Date 10/10/24

Printed Name of Authorized Agent Tyler J. Bowles

16. **Notice of Appearance:**

Notice is hereby given that I, (please print) _____, will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____ Date _____

Address _____

Name of claimant(s) _____ Claim ID _____



Diversion pt. GPS 42.06394, -111.93880
(Dug well)

Diversion pt. GPS 42.06411, -111.93515
- two drilled/casing wells
- one dug well

Imagery ©2024 Airbus, Maxar Technologies, USDA/FPAC/GEO, Map data ©2024 500 ft

Joint Water Use Agreement

This agreement, made this 24th day of December, 2015, by and between Tyler J. Bowles and Marni G. Bowles, hereinafter "Bowles", and Justin N. Roberts, Jennifer D. Roberts and Justin N. Roberts Farms, LLC, hereinafter "Roberts".

Whereas, Bowles and Roberts are entering into a Buy-Sell Agreement with respect to the assets of the Dunes Dairy, Inc, hereafter "Dairy"; and

Whereas, the Dairy has enjoyed the use of water flowing from a shallow, dug well located to the west of the Dairy on property owned by Roberts; and

Whereas, the parties hereto do recognize and acknowledge the established interest and right of the owner of the Dairy to continued use of this well; and

Whereas, the parties now wish to enter into an agreement whereby the rights and responsibilities of both parties shall be defined for the protection of their interests and for the further use and enjoyment of said water;

Now, therefore, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. Each party recognize each party's right of use of the water from this shallow well based on historical use and agree that the use of said well shall be limited to the historical domestic, commercial, and/or stock watering purposes at historical rates.
2. The cost of maintaining the well, pump, delivery pipe and related equipment and electricity costs shall be paid as necessary on a proportional basis as determined by the relative water use from the well by the parties.
3. All provisions of this Agreement shall be binding upon the successors, heirs, administrators, tenants, and assigns of the parties hereto.

In witness whereof, the parties have executed this Agreement this 24th day of December, 2015.

Bowles:



Roberts:

