

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

RECEIVED

JAN 28 2025

IDWR/Preston

NOTICE OF CLAIM TO A WATER RIGHT

ACQUIRED UNDER STATE LAW

For Domestic and/or Stockwater Purposes

Where Daily Use is less than 13,000 gallons per day

CIVIL CASE NUMBER: 79576

Claim ID: 13-7608

Date Received: 1-28-25

Receipt No: P001769

Claim Fee: 2500 By: MB

Please type or print clearly

- Name of claimant(s) Trout Creek Ranch LLC Phone (208) 339-0614
Mailing address PO Box 12, Thatcher, Idaho Zip 83283
Street or Box City State
Email address (optional) todjensen24@gmail.com
- Date of priority: (Only one per claim) June 1, 1912 (Explain priority date selected in Remarks)
Month/Day/Year (YYYY)
- Source of water supply (Check one) Ground Water () or Other (✓) (a) Willow Spring
which is tributary to (b) Sinks
- Location of point of diversion is: Township 12S, Range 41E, Section 9,
NE 1/4 of NW 1/4, or Govt. Lot _____ BM, County of Franklin;
Parcel no. RP00232.00
Additional points of diversion, if any: _____
If available, GPS coordinates: _____
- Description of diverting works (wells, pumps, spring boxes, pipelines, 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.
Instream stockwatering using stockwater trough.
- Water is claimed for the following: (limited to domestic and/or stockwater uses - see page 1 of the instructions)

	Month/Day	Month/Day	cfs (✓) or AFY ()
For <u>Stockwater</u> purposes from _____ to _____ amount <u>0.09</u>			
For _____ purposes from _____ to _____ amount _____			
- Total quantity claimed 0.09 cfs (✓) or AFY ()
- Non-irrigation uses. Describe fully. (Domestic: give number of homes; Stockwater: list number and kind)
Stockwater: 350 pairs of cows

9. Location of place of use is: Township 12S, Range 41E, Section 9,
NE 1/4 of NW 1/4, Govt. Lot _____ BM, Parcel no. _____
If different than shown in Item 4
for (check one) Domestic () Stock (✓) Domestic and Stock ()

Additional places of use, if any _____

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 (✓) No ()
If the 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.
13-4014 or None ()

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

The priority date is based on historical use. Attachments: 1. Map of current POU & POD; 2.
IDWR Water Right Report 13-7608; 3. Water Right Agreement

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 13-7608

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: 3

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

Manager of Trout Creek Ranch 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 [Signature] Date 1-23-25

Printed Name of Authorized Agent _____

16. Notice of Appearance:

Notice is hereby given that I, (please print) Thomas J. Budge, Attorney, will be acting as attorney at law of behalf on 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 [Signature] Date 1/24/2025

Address PO Box 1391, Pocatello, Idaho 83204-1391, tj@racineolson.com

Name of claimant(s) Trout Creek Ranch LLC Claim ID _____

HOW YOU WILL RECEIVE NOTICES IN THE BEAR RIVER BASIN WATER SYSTEM ADJUDICATION

All documents filed in the Bear River Basin Water System Adjudication, other than notices of claim, are filed with the court. Notices of claim to water rights filed in the Bear River Basin Water System Adjudication are filed with the Idaho Department of Water Resources (IDWR). Copies of all documents filed in the Bear River Basin Water System Adjudication will not be mailed to all parties (claimants) in the adjudication. Any document filed with the court will be mailed only to those parties who may be directly affected by it.

A monthly docket sheet is prepared by the court, which contains a summary of all documents filed with the court in the previous month and the dates and locations of hearings scheduled for the following three months. The docket sheet will be filed with the district court clerk in each county within the Bear River Basin Water System Adjudication. Copies of a monthly docket sheet may be obtained from any of the offices of IDWR; a small fee may be charged to cover the cost of mailing and/or copying. If you wish to receive an annual subscription of the docket sheet printed each month, you should mark the appropriate place on your notice of claim form. You will be charged a small annual subscription fee by the court to cover the cost of copying and mailing. The docket sheet is also available on the court's web site at:

<http://www.srba.idaho.gov/BRBA20.HTM>

Copies of any document listed on the docket sheet may be obtained from any of the IDWR offices or the court and a small fee may be charged to cover the cost of mailing and/or copying the document.

Copies of all notices of claim filed with IDWR will be available for inspection at all IDWR offices. You may also obtain copies of the notices of claim filed by other claimants, but you may be charged for the cost of copying and mailing. A claimant will not be charged for a copy of his or her own notice of claim, and a person who acquires property with water rights for which a notice of claim was filed will not be charged for a copy of the notice of claim filed by the previous owner.

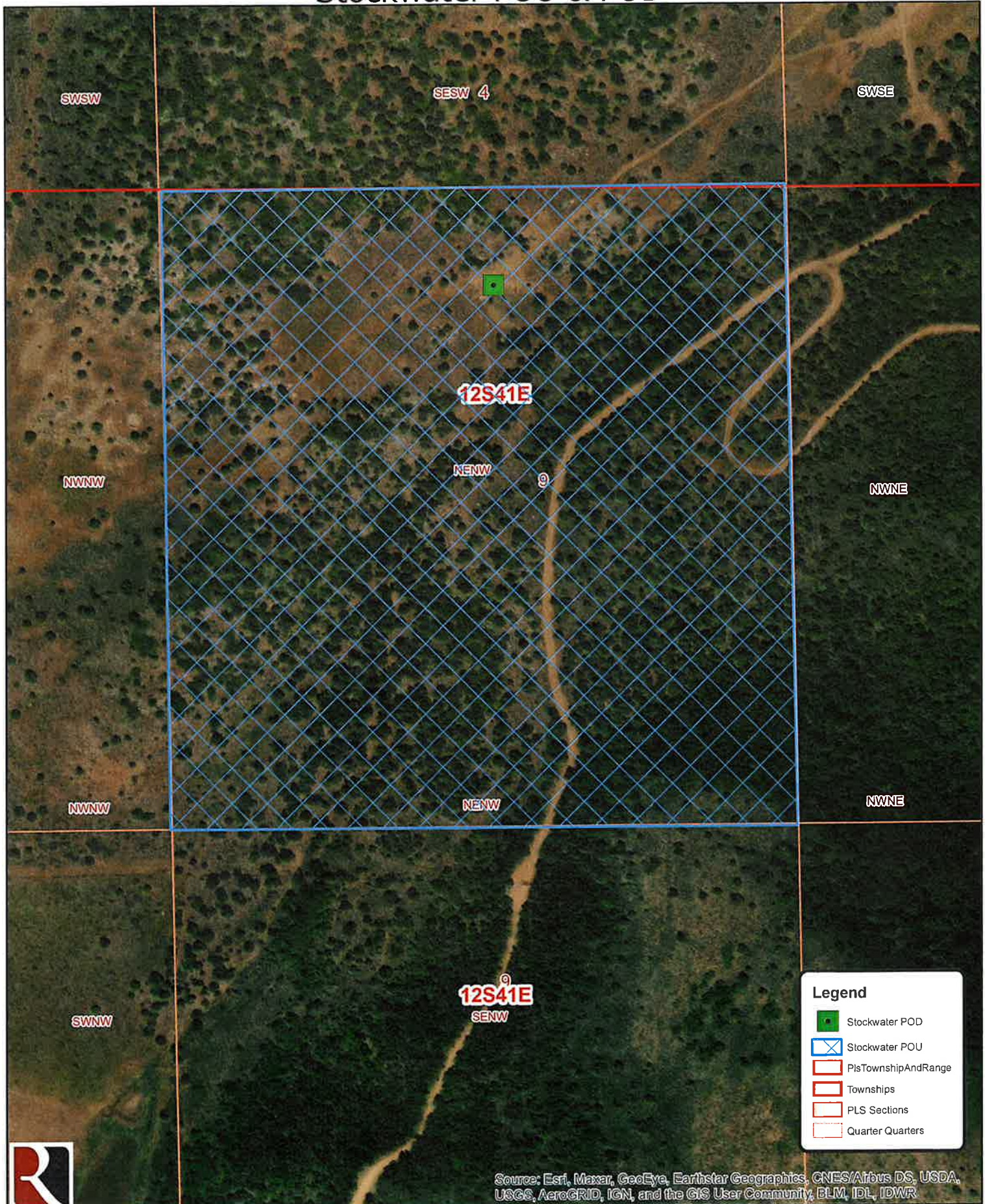
After the notices of claim have been reviewed, the director will prepare and file a Director's report with the court that will contain the Director's recommendations as to each water right claimed under state law and a copy of each federal reserved water right claimed. A Director's report will be prepared for all claims filed in the Bear River Basin Water System Adjudication. When this report is filed with the court, you will be mailed a notice informing you that the report has been filed. The notice will be sent to the most recent address shown by IDWR's files. Attached to the notice will be a copy of those portions of the report describing the water rights you have claimed. If you do not agree with the way your water right is described, you may file an objection to the report with the court. You can also file an objection if you disagree with the way another claimant's water rights are described, and the notice will tell you where a copy of the full report is available for inspection. The notice will tell you when and where to file your objection.

It is very important that you inform IDWR in writing of any change in your address. This is to make sure that you receive the notices affecting your water rights that are to be mailed by IDWR or the court.

If you are acquiring property with water rights within the boundaries of the Bear River Basin Water System Adjudication in Idaho (either by purchase, gift, inheritance, or other means), it is very important that you inquire of IDWR whether a notice of claim has been filed. If you fail to file a required notice of claim for a water right, that water right may be determined to no longer exist.

If a notice of claim has been filed, it is very important that you file a written notice of change in ownership with IDWR. You may contact IDWR regional offices or the IDWR web site <http://www.idwr.idaho.gov/> for change of ownership forms. The notice of change in ownership form must be accompanied by evidence of the ownership of the property. Again, this is to make sure that you receive the notices affecting your water rights that are to be mailed by IDWR or the court.

Trout Creek Ranch LLC Stockwater POU & POD



Close

Water Right Report : 13-7608(Statutory Claim/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	JENSEN, TOD	PO BOX 12	THATCHER	ID	83283

Water Right Status

Priority Date : 5/1/1871

Basis : Statutory Claim

Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
SPRING		SINKS	

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
SPRING	12S	41E	9	0	NW	NW	NE	FRANKLIN	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
STOCKWATER	01/01	12/31	0.09 CFS	
TOTAL			0.09 CFS	

Places of Use

Printable View

Paged View

Place of Use Legal Description : STOCKWATER (FRANKLIN county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
12S	41E	4		NE	NE		
12S	41E	4		NW	NE		
12S	41E	4		SW	NE		
12S	41E	4		SE	NE		
12S	41E	4		NE	NW		
12S	41E	4		SW	NW		
12S	41E	4		SE	NW		
12S	41E	4		NE	SW		
12S	41E	4		SE	SW		
12S	41E	4		NE	SE		
12S	41E	4		NW	SE		
12S	41E	4		SW	SE		
12S	41E	4		SE	SE		
12S	41E	9		NE	NE		
12S	41E	9		NW	NE		
12S	41E	9		NE	NW		

Dates

Licensed Date :
Decreed Date :
Permit Proof Due Date :
Permit Proof Made Date :
Permit Approved Date :
Permit Moratorium Expiration Date :
Enlargement Use Priority Date :
Enlargement Statute Priority Date :
Application Received Date: 3/22/2002
Protest Deadline Date: 4/22/2002

IDAHO DEPARTMENT OF WATER RESOURCES

Other Information

State or Federal :
Water District Number : 11
Generic Max Rate Per Acre : 0
Generic Max Volume Per Acre : 0
Civil Case Number :
Decree Plaintiff :
Decree Defendant :
Swan Falls Trust or Nontrust :
Swan Falls Dismissed :
DLE Act Number :
Cary Act Number :
Mitigation Plan: False

5/18/2023

221893 1-5

WATER RIGHT AGREEMENT

THIS AGREEMENT made this 14th day of May, 2003, between TOD E. JENSEN and DEITA L. JENSEN, husband and wife, whose address is 03 East Trout Creek Road, Thatcher, Idaho 83283 (hereinafter "Jensens") and M. LAMAR PANTER and RANAE J. PANTER, husband and wife, whose address is 14876 North Highway 34, Thatcher, Idaho 83283, (hereinafter "Panthers") for the purpose of fixing and establishing the parties' rights and obligations to the use of spring water, the point of diversion of which is a spring located on property owned by Jensens.

RECITALS

WHEREAS, Jensens are the owners of certain real property located in Franklin County, Idaho, described as follows: NW1/4 NE1/4, Section 9, Township 12S, Range 41E, B.M., Franklin County, Idaho, (hereinafter "Jensen Property").

WHEREAS, Panthers are the owners of certain real property located in Franklin County, Idaho, described as follows: NW1/4 SW1/4, Section 9, and NE1/4 SE1/4, Section 8, Township 12S, Range 41E, B.M., Franklin County, Idaho, (hereinafter "Panter Property").

WHEREAS, water arises from a spring commonly known as "Willow Spring" and is collected in a steel headbox within the Jensen Property, and is transported therefrom by separate pipes to the Jensen Property and Panter Property and there applied to beneficial use for stock water and culinary purposes; and

WHEREAS, Panthers' predecessor in interest, Ethel S. W. Erhardt, filed on June 1, 1912 with the Idaho Department of Water Resources (hereinafter "IDWR") a Claim to a water right No. 13-4014 under Idaho Code § 42-243, pertaining to Willow Spring; and

WHEREAS, Jensens filed on March 22, 2002, with IDWR a Claim To A Water Right No. 13-7608 under Idaho Code § 42-243, pertaining to Willow Spring, which was protested by Panthers; and

WHEREAS, a dispute and disagreement exists between and Jensens and Panthers as to their rights and obligations in and to the use of water from said spring; and

Recorded at the request of
Randall C Budge

11:40
a.m. MAY 28 2003 p.m.

V. ELLIOTT LARSEN, RECORDER
By Shauna Geddes Deputy
FRANKLIN COUNTY, IDAHO

WHEREAS, the parties desire by this Agreement to set forth their rights and obligations with respect to the division and use of said spring water and to compromise and settle all pending disputes.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, the parties covenant and agree as follows:

1. WATER RIGHTS. All water arising from Willow Spring shall be equally owned by Jensens and Panters.

1.1 Each party's water right will be used solely for domestic, culinary and livestock watering purposes at their respective places of use described below.

1.2 The period of use shall be from January 1 to December 31.

1.3 Jensens' place of use is within the NW1/4 NE1/4, Section 9, Township 12S, Range 41E, B.M., Franklin County, Idaho.

1.4 Panters' place of use is within the NW1/4 SW1/4, Section 9, and NE1/4 SE1/4, Section 8, Township 12S, Range 41E, B.M., Franklin County, Idaho.

1.5 The priority date shall be June 1, 1912.

1.6 The point of diversion is the NW1/4 NE1/4, Section 9, Township 12 S, Range 41 E, B.M., Franklin, County, Idaho.

2. USE AND MAINTENANCE OF FACILITIES. All water from Willow Spring will be collected at the existing headbox and equally divided into the parties respective pipelines. Both parties agree to share equally all costs of maintenance and repair to the collection pipes and headbox. Each party will install and own their own pipelines and pay for repairing and replacing their pipelines. Panters' pipeline will be buried within Jensens' Property.

3. EASEMENT. Jensens hereby grant and convey to Panters a permanent right-of-way and easement to own, operate, repair, maintain and replace, if necessary, the pipeline over, under and through Jensens Property.

4. MUTUAL RELEASE. Jensens and Panters, for themselves, their administrators, executors, successors, representatives, and assigns, do hereby release, acquit, and forever discharge each

other and their respective agents, employees, successors, affiliates, indemnitors, insurers, representatives, attorneys, assigns, and any of them, of and from any and all claims, actions, causes of action, demands, damages, costs and expenses whatsoever now existing or of which may hereafter accrue directly or indirectly as a result of their respective diversions and use of water from Willow Spring prior to the date of this Agreement.

5. ADDITIONAL TERMS. The following additional terms are agreed upon:

- 5.1 This Agreement is the compromise of disputed claims between the parties and is made without reliance upon any statement or representation of the other party or counsel except as set forth specifically herein.
- 5.2 The parties declare and represent that no promise, inducement or agreement not herein expressed has been made, and that this Agreement contains the entire agreement between the parties hereto, and that the terms hereof are contractual and not mere recital.
- 5.3 Each party and their respective agents, employees, successors in interest, and assigns are hereby permanently restrained and enjoined from interfering with the diversion, delivery, use and enjoyment of their respective water rights and easements as described above.
- 5.4 This Agreement does not limit, modify or in any way effect the rights and duties of IDWR to administer the water rights of the parties in Willow Spring in accordance with Idaho law.
- 5.5 This Agreement shall be recorded in the Franklin County Recorder's Office, following which a copy thereof shall be filed with IDWR to give notice hereof. Each party may file a Notice Of Claim under Idaho Code § 42-243 the and any other claims which shall be consistent with this Agreement.
- 5.6 IDWR Claim Nos. 13-4014 and 13-7608 are hereby amended and superceded by the terms stated in this Agreement.

6. DEFAULT. In the event any party fails to perform any of the terms, conditions or provisions of this Agreement, and fails to cure any such default within ten (10) days of receipt of notice of default, the non-defaulting party may at their option and without further notice require the defaulting party to specifically perform this Agreement and pursue any and all other remedies allowed by Idaho law.

7. ATTORNEY FEES. In the event either party is required to retain the services of an attorney in order to enforce the terms or provisions of this Agreement, the prevailing party in any litigation arising therefrom shall be entitled to recover reasonable attorney fees and costs incurred.

8. BINDING EFFECT. This Agreement and easement is for the benefit of and appurtenant to the land and may be freely transferred and assigned in conjunction with the land and shall be expressly binding upon the parties hereto, their heirs, administrators, successors and assigns.


TOD E. JENSEN

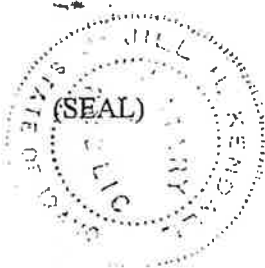

DEITA L. JENSEN


M. LAMAR PANTER


RANAE J. PANTER

STATE OF IDAHO)
) : ss.
 County of *Franklin*)

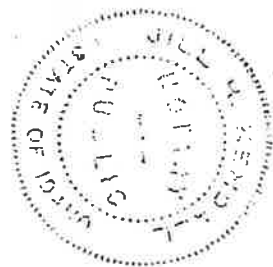
On this *14th* day of *May*, 2003, before me, a Notary Public for the State of Idaho, personally appeared TODD E. JENSEN and DEITA L. JENSEN, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Will H. Kendall
 NOTARY PUBLIC FOR IDAHO
 Residing at: *Thatcher*
 My Commission Expires: *4-27-04*

STATE OF IDAHO)
) : ss.
 County of *Franklin*)

On this *14th* day of *May*, 2003, before me, a Notary Public for the State of Idaho, personally appeared M. LAMAR PANTER and RANAE J. PANTER, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Will H. Kendall
 NOTARY PUBLIC FOR IDAHO
 Residing at: *Thatcher*
 My Commission Expires: *4-27-04*



RACINE OLSON

ATTORNEYS

January 24, 2025

RECEIVED

JAN 28 2025

IDWR/Preston

Idaho Department of Water Resources
325 East 600 South, Ste 300
Preston, Idaho 83263-4921
marion.beck@idwr.idaho.gov

**Re: Trout Creek Ranch LLC
Bear River Basin Adjudication Notices of Claims to Water Rights**

To whom it may concern:

Enclosed please find for filing the originals of thirteen Notices of Claims to Water Rights filed on behalf of Trout Creek Ranch LLC, together with a check in the amount of \$988.00 for the filing fees, broken down as follows:

Claim 1 (Domestic): \$25 flat fee
Claim 2 (Stockwater): \$25 flat fee
Claim 3 (Domestic): \$25 flat fee
Claim 4 (13-784): \$50 flat fee + \$14 for stockwater (\$100 per cfs x .14 cfs) + \$115 (\$1.00 per acre x 115 acres) = \$179
Claim 5 (13-786): \$50 flat fee + \$14 for stockwater (\$100 per cfs x .14 cfs) + (no variable fee, claiming same POU acres) = \$64
Claim 6 (13-7608 – Stockwater): \$25 flat fee
Claim 7 (Stockwater): \$25 flat fee
Claim 8 (Stockwater): \$25 flat fee
Claim 9 (13-788, 13-791, 13-792, 13-794): \$50 flat fee + \$14 for stockwater + \$205 (\$1.00 per acre x 205 acres) + \$10 for recreational storage (\$100 per cfs x 0.1 cfs) = \$279
Claim 10 (13-795): \$50 flat fee + (no variable fee, claiming same POU acres) = \$50
Claim 11 (13-789, 13-791, 13-793): \$50 flat fee + \$14 for stockwater + \$152 (\$1.00 per acre x 152 acres) = \$216
Claim 12 (13-799): \$50 flat fee + (no variable fee, claiming same POU acres) = \$50
Claim 13 (Stockwater): No fee
Total: \$988.00

Please file the originals and email the claim numbers assigned to tessa@racineolson. Thank you for your assistance. Please contact us if you have any questions.

Sincerely,

TESSA SPARROW

Paralegal

Enclosures

c: Trout Creek Ranch LLC