

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name of Applicant CTR Development Phone 208 589 3465
Mailing address 865 Panachee Idaho Falls ID 83402
2. Source of water supply groundwater which is a tributary of _____
3. Location of point of diversion is Township 12N Range 43E Sec. 8, in the _____ 1/4, SE 1/4, SE 1/4, Govt. Lot _____, B.M., Remont County;
additional points of diversion if any: _____
4. Water will be used for the following purposes:
 Amount .06 for Domestic purposes from 1/1 Jan to 31 Dec (both dates inclusive)
 (cfs or acre-feet per annum)
 Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per annum)
 Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per annum)
 Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per annum)
 Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per annum)
 Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per annum)
5. Total quantity to be appropriated is (a) .06 cfs and/or (b) _____ acre feet per annum
6. Proposed diverting works:
 - a. Describe type and size of devices used to divert water from the source well, pump and distribution system for two (2) homes
 - b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet
 - c. Proposed well diameter is _____ inches; proposed depth of well is _____ feet
 - d. Is ground water with a temperature of greater than 85°F being sought? N/A
 - e. If well is already drilled, when? _____; Drilling firm _____
Well was drilled for (well owner) _____; Drilling Permit No. _____
7. Time required for completion of works and application of water to proposed beneficial use is 3 years (minimum 1 year)
8. Description of proposed uses (if irrigation only, go to item 9):
 - a. Hydropower; show total feet of head and proposed capacity in kW.
 - b. Stockwatering; list number and kind of livestock.
 - c. Municipal; show name of municipality.
 - d. Domestic; show number of households. 2
 - e. Other; describe fully. _____

RECEIVED

JUL 25 2008

Department of Water Resources
Eastern Region

21-13079

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 the 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	
2N	43E	8																D	

Total number of acres to be irrigated _____

10. Describe any other water rights used for the same purposes as described above. NONE

11. a. Who owns the property at the point of diversion? Applicant

b. Who owns the land to be irrigated or place of use? Applicant

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: _____

12. Remarks: 1. Well is drilled on lot 7.
2. Well will serve homes on lot 1 (RPI 0078008001A) & lot 7 (RPI 0078008001A)
Block 8, last chance Ranch, subdivision 5.
3. Well is for inhouse use only.

13. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½"x11" map clearly identifying the proposed point of diversion, place of use, section #, township & range. (A photocopy of a USGS 7.5 minute topographic quadrangle map is preferred.)

BE IT KNOWN that the undersigned hereby makes this application for permit to appropriate the public waters of the State of Idaho as herein set forth.

[Signature] member
 Signature of Applicant (and title, if applicable)

Received by SC Date 7/25/08 Time _____ Preliminary check by _____

Fee \$ 100 - Received by SC # E034275 Date 7/25/08
 Publication prepared by SC Date 8/7 & 8/14 Published in Herald Chronicle
 Publication approved _____ Date _____

RP100780070000 0.11ACRES

1

RP10078007001A

0.11ACRES

2

RP10078007001A

0.11ACRES

3

RP10078007001A

0.11ACRES

4

RP10078007001A

0.11ACRES

5

RP10078007001A

0.11ACRES

6

RP10078007001A

0.11ACRES

7

RP10078007007A

0.11ACRES

8

RP10078007007A

0.11ACRES

Pelican Ave.

1

RP10078008001A

0.11ACRES

3

RP10078008001A

0.11ACRES

5

RP10078008001A

0.11ACRES

7

RP10078008001A

0.11ACRES

9

RP10078008009X

0.11ACRES

11

RP10078008009X

0.11ACRES

13

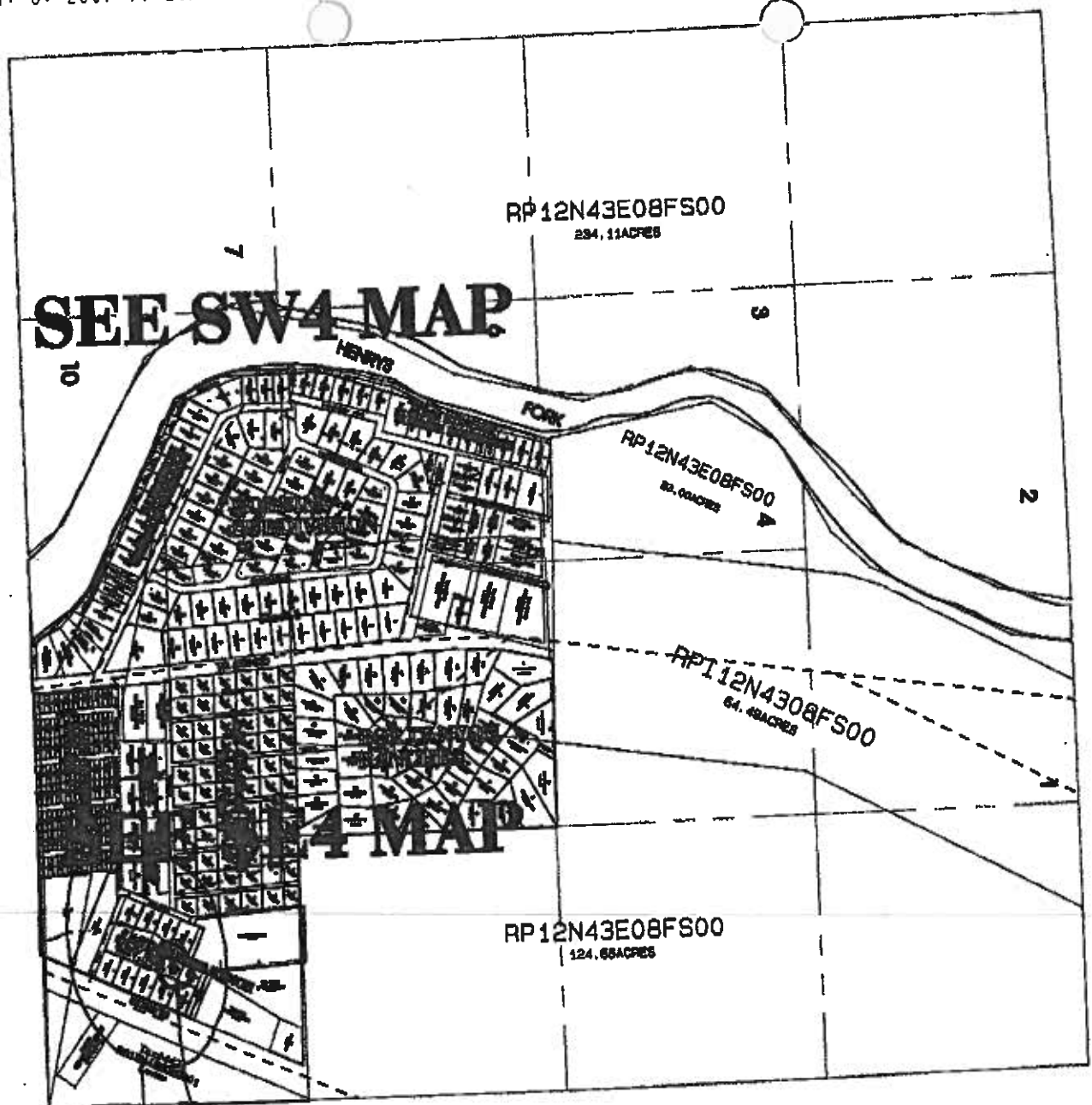
RP10078008009X

0.11ACRES

15

RP10078008009X

0.11ACRES

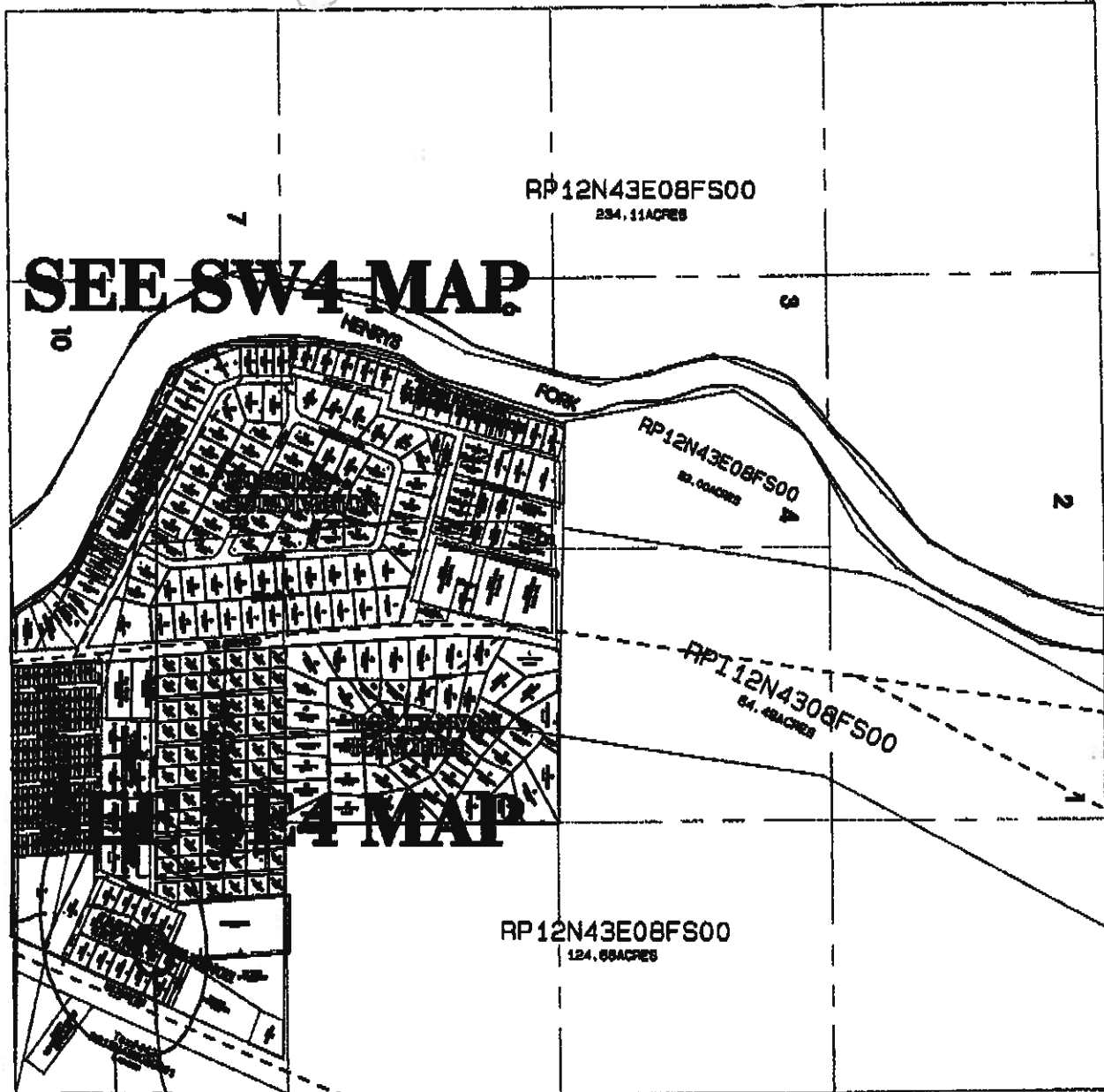


12N43E08

lot 7
Div #5



THIS PLAT WAS PREPARED BY THE
FREMONT COUNTY ENGINEER
ON THE BASIS OF A SURVEY
CONDUCTED BY THE
FREMONT COUNTY ENGINEER
ON JUNE 8, 2007
BY JAMES M. JONES



12N43E08



**This instrument filed
as an accommodation only.
It has not been examined
as to its execution, insurability
or effect on title.**

Microfilm No. 512387
Day Sept 2007
At 2:58 O'Clock PM
ABBIE MACE
FREMONT CO RECORDER
Fee \$ 12. Deputy
Recorded at Request of
ALLIANCE TITLE & ESCROW

2-29-CTR-JS
ALLIANCE TITLE & ESCROW
P.O. BOX 732
REXBURG, ID 83440

WELL AGREEMENT AND COVENANTS

THIS AGREEMENT is made this 30 day of August, 2007, by **CTR DEVELOPMENT LLC**, an Idaho limited liability company ("CTR").

WITNESSETH:

A. CTR is in possession of Tract I ("the Well Tract") of real property situate in Fremont County, Idaho, described as follows:

TRACT I:

Lots 1 and 3, Block 8 Last Chance Ranch Subdivision 5, per the recorded plat thereof located in Section 8, Township 12 North, Range 43 E.B.M., Fremont County, Idaho.

B. CTR is also in possession of Tract II ("the Second Tract") of real property situate in Fremont County, Idaho, described as follows:

TRACT II:

Lots 5 and 7, Block 8 Last Chance Ranch Subdivision 5, per the recorded plat thereof located in Section 8, Township 12 North, Range 43 E.B.M., Fremont County, Idaho.

C. There is a domestic water well located on the Well Tract ("the Well").

D. It is the mutual desire of the parties to this agreement that the subsequent owners of the Well Tract and the Second Tract shall have the privilege of using water from the Well;

E. This Agreement shall create covenants running with the land and the owner of either Tract is each sometimes referred to as an "Owner".

NOW, THEREFORE, for valuable consideration, CTR hereto agrees, covenants and declares as follows:

1. **Use.** The ownership of the Well shall be shared equally by the Owners of each Tract. The usage of water from the Well shall be for general domestic and sanitary purposes. There is hereby granted in favor of each subsequent Owner of the Second Tract ("the Second Owner") an easement for the installation, operation, maintenance, replacement and repair of the water line(s) extending from the Well to the Second Tract.
2. **Water Line Maintenance.** Each Owner shall maintain their own water delivery pipelines from the Well in good working order and in a good state of repair and condition at all times during the life of this Agreement.
3. **Well Maintenance.** Each Owner shall equally share all necessary, proper and reasonable maintenance and repair expenses of the Well, including related pump expenses.
4. **Electrical Costs.** Each Owner shall equally share all electrical costs of operating the Well.
5. **Indemnity.** Each Owner hereby promises and agrees to save the other Owner harmless for or on account of any damage or injury to property or any person caused by the negligent act or neglect of an Owner or the servants, employees and/or agents of such Owner in performing any obligations hereunder or use of the Well as provided herein.
6. **Amendment.** This Agreement may be terminated, discontinued or amended in writing at any time by the mutual agreement of the Owners, or by their respective heirs, personal representatives, successors and assigns.
7. **Binding Effect.** It is specifically declared that this Agreement shall inure to the benefit of and be binding upon the respective heirs, personal representatives, successors and assigns of the each subsequent Owner of a Tract.
8. **Enforcement.** This Agreement may be specifically enforced. In the event of any action to enforce the terms hereof, the prevailing party in such action shall be entitled to recover its costs and reasonable attorneys fees, including costs and fees upon appeal.
9. **Appurtenance.** All interests created herein shall be appurtenant to each respective Tract. The terms hereof shall extend in perpetuity and the benefits and burdens

hereof shall run with and bind each respective Tract. In the event any Owner fails to pay amounts due or perform obligations required, the other party may do so and shall have a lien upon the Tract of the defaulting Owner for amounts due.

CTR DEVELOPMENT LLC

By: [Signature]
LAWRY WILDE, Member

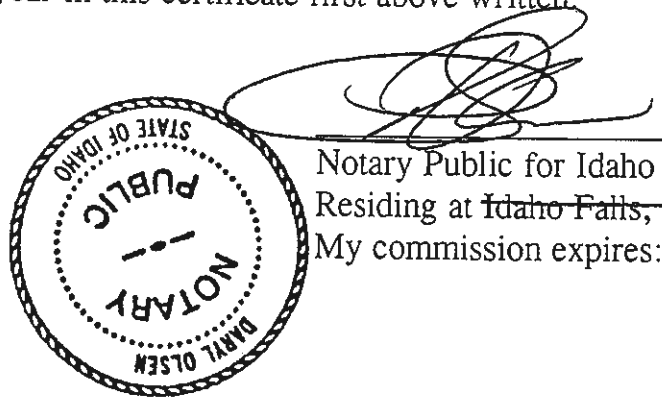
By: [Signature]
TRAVIS WATERS, Member

STATE OF IDAHO)
 Madison) ss.
County of ~~Bonneville~~)

On the 30 day of August, 2007, before me, the undersigned, a Notary Public, in and for the State of Idaho, personally appeared **LAWRY WILDE**, known or identified to me to be one of the Members of **CTR DEVELOPMENT LLC**, an Idaho limited liability company, and the Member or one of the Members who subscribed said company name to the foregoing instrument, and acknowledged to me that he executed the same in said company name.

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

(seal)



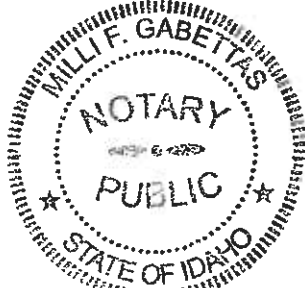
[Signature]
Notary Public for Idaho
Residing at ~~Idaho Falls, Idaho~~ Boise, Idaho
My commission expires: 1/22/2013

STATE OF IDAHO)
) ss.
 County of Bonneville)

On the 30th day of August, 2007, before me, the undersigned, a Notary Public, in and for the State of Idaho, personally appeared TERVIS WATERS, known or identified to me to be one of the Members of **CTR DEVELOPMENT LLC**, an Idaho limited liability company, and the Member or one of the Members who subscribed said company name to the foregoing instrument, and acknowledged to me that he executed the same in said company name.

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

(seal)



Millie F. Gabettas
 Notary Public for Idaho
 Residing at Idaho Falls, Idaho
 My commission expires: _____

Residing in Idaho Falls, Idaho
Commission Expires 03-19-2010

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21-13079

**This instrument filed
as an accommodation only.
It has not been examined
as to its execution, insurability
or effect on title.**

Microfilm No. 512387
At 10 Day Sept 2007
At 2:58 O'Clock P M
ABBIE MACE
FREMONT CO RECORDER
Fee \$ 12. Deputy
Recorded at Request of
ALLIANCE TITLE & ESCROW

2-29-CTR-JS
ALLIANCE TITLE & ESCROW
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21-13079

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hereof shall run with and bind each respective Tract. In the event any Owner fails to pay amounts due or perform obligations required, the other party may do so and shall have a lien upon the Tract of the defaulting Owner for amounts due.

CTR DEVELOPMENT LLC

By: [Signature]
LAWRY WILDE, Member

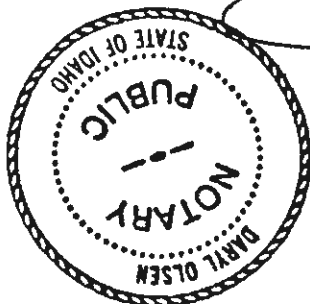
By: [Signature]
TRAVIS WATERS, Member

STATE OF IDAHO)
 Madison) ss.
 County of ~~Bonneville~~)

On the 30 day of August, 2007, before me, the undersigned, a Notary Public, in and for the State of Idaho, personally appeared **LAWRY WILDE**, known or identified to me to be one of the Members of **CTR DEVELOPMENT LLC**, an Idaho limited liability company, and the Member or one of the Members who subscribed said company name to the foregoing instrument, and acknowledged to me that he executed the same in said company name.

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

(seal)



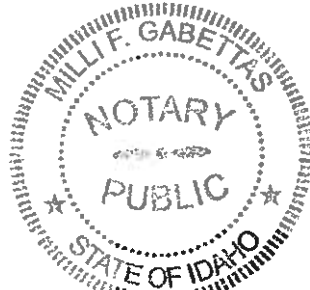
[Signature]
 Notary Public for Idaho
 Residing at ~~Idaho Falls, Idaho~~ Bozeman
 My commission expires: 1/22/2013

STATE OF IDAHO)
) ss.
 County of Bonneville)

On the 30th day of August, 2007, before me, the undersigned, a Notary Public, in and for the State of Idaho, personally appeared TERRIS WATERS, known or identified to me to be one of the Members of **CTR DEVELOPMENT LLC**, an Idaho limited liability company, and the Member or one of the Members who subscribed said company name to the foregoing instrument, and acknowledged to me that he executed the same in said company name.

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

(seal)



Milli F. Gabettas
 Notary Public for Idaho
 Residing at Idaho Falls, Idaho
 My commission expires: _____

Residing in Idaho Falls, Idaho
Commission Expires 03-19-2010

G:\SharedFiles\Wendy's My Files\SPE Clients\5692\WellAgreement(CTR).wpd

[illegible]

FILED EFFECTIVE

ARTICLES OF ORGANIZATION LIMITED LIABILITY COMPANY

(Instructions on back of application)

1. The name of the limited liability company is:

CTR Development LLC

2. The street address of the initial registered office is:

1605 Teakwood, Idaho Falls, Idaho, 83401

and the name of the initial registered agent at the above address is:

Lawry Wilde

3. The mailing address for future correspondence is:

1605 Teakwood, Idaho Falls, Idaho, 83401

4. Management of the limited liability company will be vested in:

Manager(s) ☒ or Member(s) ☐ (please check the appropriate box)

5. If management is to be vested in one or more manager(s), list the name(s) and address(es) of at least one initial manager. If management is to be vested in the member(s), list the name(s) and address(es) of at least one initial member.

Name	Address
<u>Lawry Wilde</u>	<u>1605 Teakwood</u>
	<u>Idaho Falls, Idaho 83401</u>

6. Signature of at least one person responsible for forming the limited liability company:

Signature: *Gary L. Meikle*

Typed Name: Gary L. Meikle

Capacity: Organizer

Secretary of State use only

Signature _____

Typed Name: _____

Capacity: _____

9-corpformllc LLC forms/Articles of Organization p65
Revised 07/2002

IDAHO SECRETARY OF STATE
09/29/2003 05:00
CK: 25545 CT: 2367 DN: 703061
1 @ 100.00 = 100.00 ORGAN LLC # 2

W 26151