

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JAN 31 2008

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1**

Name WESTERN REGION Jughandle Corp.Phone (208) 634-3859Post Office address P.O. Box 1324, McCall, ID 83638**A. PURPOSE OF TRANSFER**

1. ☒ Change point of diversion ☒ Add diversion point(s) ☒ Change place of use

☐ Change nature of use ☐ Change period of use ☐ Other _____

2. Describe the reason for the proposed changes The applicant will drill a new well to serve Jughandle Estates Subdivision in the SWSE, S12, T17N, R3E. The well in the SWSE, S7, T17N, R4E will be abandoned and an existing well in the NENE, S7, T17N, R4E will also be used to deliver water right 65-7290. The applicant also requests a change to the place of use of water right 65-7290 to correctly describe the location of homes within Jughandle Estates Subdivision.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use
<u>65-7290</u>	<u>9/15/1972</u>	<u>0.07 cfs/50.6 ac-ft</u>	<u>domestic</u>	<u>1/1</u> to <u>12/31</u>
<u>65-7573</u>	<u>8/26/1975</u>	<u>0.12 cfs/77.8 ac-ft</u>	<u>domestic</u>	<u>1/1</u> to <u>12/31</u>
_____	_____	_____	_____	_____ to _____
_____	_____	_____	_____	_____ to _____

2. Total amount of water being transferred 0.19 cubic feet per second and/or 128.4 acre-feet per annum.

3. Source of water groundwater tributary to _____

4. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
		NE	NE	7	17N	4E	Valley	
		SW	NE	12	17N	3E	Valley	

5. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
17N	4E	7	D	D	D	D	D	D	D	D	D	D				D			

D = domestic (107 homes)

Total Acres _____

PART 1

6. General Information:

- a. Description of diversion system two wells and pumps to domestic water supply
- b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
 _____ Yes X No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.
- c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:
n/a
- d. Remarks:
The Jughandle Corp. (through the Jughandle Estates Homeowner's Association) is under contract to purchase Lot 23, Phase 2 of The Willows Subdivision if the well they drill at that location is productive (see attached offer signed September 23, 2007).

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And the said application is hereby _____, subject to the following conditions:

Witness my hand this _____ day of _____, 20_____.

 For the Director

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED (see attached "Water Right Report" for 65-7290)

1. Right as evidenced by:
- a. Decree No. 65-7290 Decreed to Jughandle Corp.
in case of SRBA vs. _____
dated October 31, 2000 in Twin Falls county of Idaho

b. License No. _____ issued by the Idaho Department of Water Resources.

c. Claim No. _____ on file with the Idaho Department of Water Resources.

d. Transfer No. _____ which produced this right.
2. Attach copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice

☐ Warranty Deed

☒ Other Current right holder of record

3. Source of water _____ tributary to _____

4. Date or priority _____

5. Water is used for the following purposes:
- amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
- amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
- amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right _____ cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion

8. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

Total Acres _____

9. Describe any other water rights used for the same purpose as described above 73-7573

PART 2

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?
_____ No _____ If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED
(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

Total Acres _____

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT *(omit if there is no change)*

1. amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

Total Acres _____

APPLICATION FOR TRANSFER OF WATER RIGHT PART 2

(Attach one copy for each right)

D. DESCRIPTION OF RIGHT AS RECORDED (see attached copy of license 65-7573)

1. Right as evidenced by:

- e. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- f. License No. _____ issued by the Idaho Department of Water Resources.
- g. Claim No. _____ on file with the Idaho Department of Water Resources.
- h. Transfer No. _____ which produced this right.

2. Attach copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice

☐ Warranty Deed

☒ Other Current right holder of record

3. Source of water _____ tributary to _____

4. Date or priority _____

5. Water is used for the following purposes:

amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right _____ cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion

8. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

Total Acres _____

9. Describe any other water rights used for the same purpose as described above 73-7290 _____

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?
 _____ No _____ If yes, describe _____

(If the entire right is to be changed by the applicant, omit part B and C.)

- [illegible]

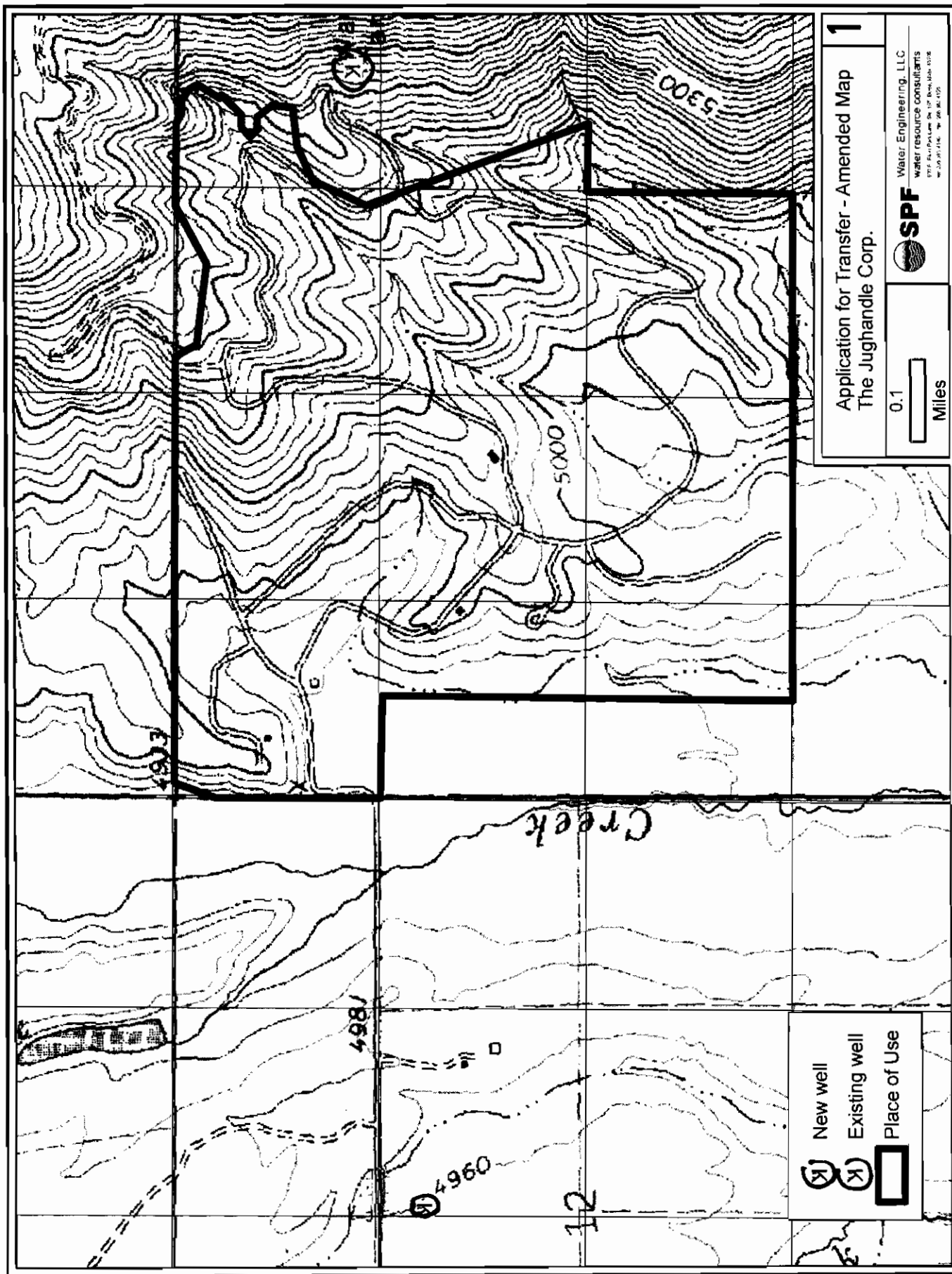
- [illegible]

F. DESCRIPTION OF UNCHANGED PORTION OF RIGHT *(omit if there is no change)*

- [illegible]

- [illegible]

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PART 3**B. CHANGES IN NATURE OF USE (n/a)**

1. New Nature of Use Amount(cfs/af-ft) Hours/days/year Period of Use
 _____ to _____
 _____ to _____

Quantity and quality of return flows and location of discharge: _____

2. Describe effects on other water uses resulting from the proposed change:

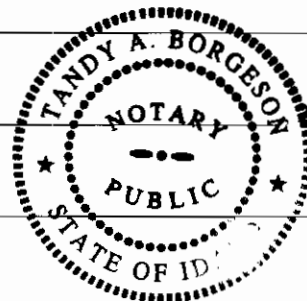
I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.

[Signature]
 (Signature of Applicant)

Subscribed and sworn to before me this 24th day of January 2008

Tandy A. Borgeson
 (Notary Public)



My commission expires 02-11-2011

FOR DEPARTMENT USE ONLY

Transfer contains 8 pages and 3 attachments

Received by DB Date 1-31-08 Protest filed by _____

Prelim. Check by SR Fee \$100-

Receipted by DB / W036122 Date 1-31-08

Published in _____ Copies of protest forwarded by _____

Pub. Dates _____ Hearing held by _____ Date _____

Watermaster recommendations requested on _____ Recommended for ☐ approval ☐ denial

_____ received _____ by _____

Copy of transfer sent to lien holder _____

Close

DAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

1/01/2007

VATER RIGHT NO. 65-7290

Owner Type	Name and Address
Current Owner	JUGHANDLE CORP PO BOX 1324 MC CALL, ID 83638 (208)634-3911

Priority Date: 09/15/1972
Basis: Decreed
Status: Active

Source	Tributary
GROUND WATER	

Beneficial Use	From	To	Diversion Rate	Volume
DOMESTIC	1/01	12/31	0.07 CFS	50.6 AFA
Total Diversion			0.07 CFS	

Location of Point(s) of Diversion:

GROUND WATER	SWNE	Sec. 07	Township 17N	Range 04E	VALLEY County
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Place(s) of use:

T. 74509 ATTACHMENT A
(3 pss)

Place of Use Legal Description: DOMESTIC VALLEY County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
17N	04E	7		NENW			NWNW			SWNW			SEnw	
				NESW			NWSW							

Conditions of Approval:

1.		DOMESTIC USE IS FOR 90 HOMES
2.	N11	THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
3.	C18	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.
4.		PLACE OF USE IS FOR JUGHANDLE ESTATES, JUGHANDLE HIGHLAND.

Dates:
Licensed Date:
Decreed Date: 10/31/2000
Permit Proof Due Date:
Permit Proof Made Date:
Permit Approved Date:
Permit Moratorium Expiration Date:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Water Supply Bank Enrollment Date Accepted:
Water Supply Bank Enrollment Date Removed:
Application Received Date:
Protest Deadline Date:
Number of Protests: 0

Other Information:
State or Federal: S
Owner Name Connector:
Water District Number: 65
Generic Max Rate per Acre:
Generic Max Volume per Acre:
Civil Case Number:
Old Case Number:

State of Idaho
Department of Water Resources
Water Right License

WATER RIGHT NO. 65-07573

Priority: August 26, 1975

Maximum Diversion Rate: 0.12 CFS

Maximum Diversion Volume: 77.8 AF

It is hereby certified that JUGHANDLE CORP
PO BOX 1324
MC CALL ID 83638 has complied with the terms and conditions of the
permit, issued pursuant to Application for Permit dated August 26, 1975; and has submitted Proof of
Beneficial Use on October 31, 1980. An examination indicates that the works have a diversion capacity
of 0.23 cfs of water from:

SOURCE

GROUND WATER

and a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL DIVERSION VOLUME</u>
DOMESTIC	01/01 to 12/31	0.12 CFS	77.8 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER	NE $\frac{1}{4}$ NE $\frac{1}{4}$	Sec. 7, Twp 17N, Rge 04E, B.M.	VALLEY County
GROUND WATER	SE $\frac{1}{4}$ NE $\frac{1}{4}$	Sec. 7, Twp 17N, Rge 04E, B.M.	VALLEY County
GROUND WATER	NE $\frac{1}{4}$ NE $\frac{1}{4}$	Sec. 7, Twp 17N, Rge 04E, B.M.	VALLEY County

PLACE OF USE: DOMESTIC

Twp Rge Sec	NE				NW				SW				SE				
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
17N 04E 7	X	X	X	X	X	X	X	X	X	X				X			

CONDITIONS OF APPROVAL

1. The irrigation occurring under this domestic use shall not exceed 1/2 acre within each platted subdivision lot upon which a home has been constructed. This right does not provide for irrigation of common areas or for irrigation of lots upon which homes have not been constructed.
2. Place of use is within Jughandle Estates #1 and #2 and Jughandle Highlands #1 and #2.
3. Domestic use is for 100 homes.
4. Domestic use under rights 65-7290 and 65-7573 when combined shall not exceed 107 homes.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. The water right confirmed by this license is subject to all prior water rights and shall be used in accordance with Idaho law and applicable rules of the Department of Water Resources.

Signed and sealed this 3rd day of December, 2007.


for DAVID R. TUTHILL, JR.
Director

A3

No. C 47783	Due no later than Jul 31, 2007 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. JUGHANDLE CORPORATION (THE) W. RICHARD LAMM P. O. BOX 1324 MCCALL ID 83638	MICHAEL MURPHY 184 SILVER FOX TR MCCALL ID 83638					
		3. <u>New</u> Registered Agent Signature:*					
4. Corporations: Enter Names and Business Addresses of President, Secretary, Directors and(optional) Treasurer.							
Office Held	Name	Street or PO Address	City	State	Country	Postal Code	
PRESIDENT	WARREN DRAKE	11 COTTONTAIL CT.	MCCALL	ID	USA	83638	
SECRETARY	MICHAEL MURPHY	184 SILVER FOX TRAIL	MCCALL	ID	USA	83638	
5. Organized Under the Laws of: ID C 47783		6. Annual Report must be signed.* Signature: Michael Murphy Name (type or print): Michael Murphy Date: 06/12/2007 Title: Sec/Treas					
Processed 06/12/2007		*Electronically provided signatures are accepted as original signatures.					

T. 74509

ATTACHMENT B



RE- 13 COUNTER OFFER

5

(1, 2, 3, etc.)



THIS COUNTER OFFER SUPERSEDES ALL PRIOR COUNTER OFFERS

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

1 This is a COUNTER OFFER to the Purchase and Sale Agreement Dated: 8/18/07
 2 ADDRESS: Lot 23 Phase 2 The Willows ID# 63615515
 3 BUYER: Jug Handle Estates Homeowner Association Inc. or assignee
 4 SELLER: Pearson

5 The parties accept all of the terms and conditions in the above-designated Purchase and Sale Agreement with the following changes:

6 ☒ This is a SELLER counter offer. The SELLER reserves the right to withdraw this offer or accept any other offers prior to the receipt of a
 7 true copy of signed acceptance of this Counter Offer within the time frame specified herein.
 8 ☐ This is a BUYER counter offer. The undersigned BUYER reserves the right to withdraw this offer at any time prior to the receipt of a true
 9 copy of signed acceptance of this Counter Offer within the time frame specified herein.

10
 11 1. Purchase price to be \$195,900 2. Closing on or before June 30, 2008. Successful well will
 12 initiate closing within 30 days of well completion. 3. Buyer agree to conform to requirements
 13 of Willows #2 covenants, including submittal of proposals for roads, wellhouse location, and
 14 wellhouse appearance, to design review committee. 4. Title company to be First American. 5.
 15 Should buyer fail to close, well and site improvements belong to seller, with proof of sub
 16 contractor payment. 6. Contingent upon buyer drilling and attaining amount of water to the
 17 satisfaction of Jughandle Estates (JHE) HOA. 7. Seller to review with his attorney any liability
 18 issues at his expense, any issues to be identified with in 14 days. 8. Buyer to provide all state
 19 and local approvals. Seller wants to be assured that agencies granting approval are taking
 20 existing Willows subdivision water requirements into account. 9. Seller will review with buyer
 21 anticipated lot line adjustment on the south border. CC&R's building set back for #23 to
 22 remain the same. (50'). Adjustment not to exceed 25' and seller to assume costs to move
 23 boundary line. 10. Seller agrees that "no build zone" designation on any survey can be
 24 modified (to seller extent of control) to permit wellhouse construction. 11. Buyer to review and
 25 approve to their satisfaction the Willows CC&R's within 7 days. See addendum 1
 26

27 To the extent the terms of this Counter Offer modify or conflict with any provisions of the Purchase and Sale Agreement including all prior
 28 Addendums, the terms in this Counter Offer shall control. All other terms of the Purchase and Sale Agreement including all prior Addendums
 29 not modified by this Counter Offer shall remain the same. Buyer and Seller acknowledge the down payment and/or loan amount on
 30 Page 1 of Purchase & Sale Agreement may change if purchase price is changed as part of this Counter Offer. Upon its execution by
 31 both parties, this agreement is made an integral part of the aforementioned Agreement.
 32

33 If a signed acceptance is not delivered on or before (date): 9/23/07 at 6:00 ☐ A.M. ☒ P.M. this Counter
 34 Offer shall be deemed to have expired.
 35

36 DELIVERY: Delivery shall be to the agent/broker working with the maker of the Counter Offer in person, by mail, facsimile or electronic
 37 transmission of any signed original document, and retransmission of any signed original document. Retransmission of any signed facsimile
 38 or electronic transmission shall be deemed to be the same as delivery of an original.
 39

40 SELLER [Signature] Date 9/23/07 Time 9:30 ☒ A.M. ☐ P.M.
 41 SELLER [Signature] Date _____ Time _____ ☐ A.M. ☐ P.M.
 42 BUYER [Signature] Date 9/23/07 Time 8:00 ☐ A.M. ☐ P.M.
 43 BUYER [Signature] Date 9/23/07 Time 8:00 ☐ A.M. ☐ P.M.

T. 74509

ATTACHMENT C

(2 pgs)

RE-11 ADDENDUM # 1 (1,2,3, etc.)Date: 9/23/07

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

This is an ADDENDUM to the ☐ Purchase and Sale Agreement ☒ Other Counter Offer #5
 ("Addendum" means that the information below is added material for the agreement (such as lists or descriptions) and/or means the form is being used to change, correct or revise the agreement (such as modification, addition or deletion of a term)).

AGREEMENT DATED: 8/18/07 ID # 63615515ADDRESS: Lot 23 Phase 2 The WillowsBUYER(S): Jug Handle Estates Homeowner Association Inc. or assigneeSELLER(S): Pearson

The undersigned parties hereby agree as follows:

12. Buyer is using existing well within the JNE subdivision as the primary well source and intends to develop well on the Willows #23 lot as a back-up well source. 13. New well house to be placed in an approximate area staked by the seller, this area is approx. 50' east of property line and 15' south of the south side of the structure on "Was Rhodes" property known as Lot #1.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the Purchase and Sale Agreement including all prior Addendums or Counter Offers, these terms shall control. All other terms of the Purchase and Sale Agreement including all prior Addendums or Counter Offers not modified by this ADDENDUM shall remain the same. Upon its execution by both parties, this agreement is made an integral part of the aforementioned Agreement.

BUYER: [Signature]Date: 9/23/07BUYER: [Signature]Date: 9/23/07SELLER: [Signature]Date: 9/23/07SELLER: [Signature]Date: 9/23/07

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