

JUN 05 2018

STATE OF IDAHO

Ident. No. 96-9703

RECEIVED

DEPARTMENT OF WATER RESOURCES

MAY 25 2018

APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name of applicant(s) Valiant Idaho, LLC Phone 407-973-7875

Mailing address 310 Charleston Place City Celebration

State FL ZIP 34747 Email

2. Name of representative, if any Bill Haberman Phone 407-973-7875

Mailing address 310 Charleston Place City Celebration

State FL ZIP 34747 Email william.haberman@me.com

- a. Send all correspondence for this application to the representative and not to the applicant OR
b. The representative may submit information for the applicant but is not authorized to sign for the applicant OR

3. Source of water supply Groundwater which is a tributary of

4. Location of point(s) of diversion:

Table with 10 columns: Twp, Rge, Sec, Govt Lot, 1/4, 1/4, 1/4, County, Source, Local name or tag #. Row 1: 57N, 1E, 16, SW, SW, Kootenai, Groundwater, E0005944

5. Water will be used for the following purposes:

- Amount 0.045 for Commercial purposes from 01/01 to 12/31 (both dates inclusive)
Amount for purposes from to (both dates inclusive)
Amount for purposes from to (both dates inclusive)
Amount for purposes from to (both dates inclusive)

6. Total quantity to be appropriated is (a) 0.045 cubic feet per second (cfs) and/or (b) acre-feet per year (af).

7. Proposed diverting works:

- a. Describe type and size of devices used to divert water from the source. 8-inch well pumping to storage tank and booster pumps, which will pressurize distribution system.
b. Height of storage dam feet; active reservoir capacity acre-feet; total reservoir capacity acre-feet.
c. Proposed well diameter is 8 inches; proposed depth of well is 97 feet.
d. Is ground water with a temperature of greater than 85°F being sought? No
e. If well is already drilled, when? 1-15-1992; drilling firm H2O Well Service; well was drilled for (well owner) Dick Villilli; Drilling Permit No. 96-92-N-5

For Department Use

Received by ja Date 5-5-18 Time Preliminary check by
Fee \$ 116500 Received by ja Receipt No. N033470 Date 6-5-18

well upgrade fee

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; must complete and attach the [Municipal Water Right Application Checklist](#).
 - d. Domestic; show number of households _____
 - e. Other; describe fully. Commercial use for planned restaurant, gathering hall, boat storage facility, and convenience store

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	
57N	1E	16										C	C						
57N	1E	17													C			C	

Total number of acres to be irrigated: _____

10. Describe any other water rights used for the same purposes as described above. Include water delivered by a municipality, canal company, or irrigation district. If this application is for domestic purposes, do you intend to use this water, water from another source, or both, to irrigate your lawn, garden, and/or landscaping? N/A

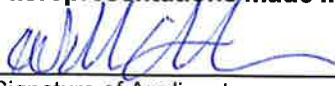
11. a. Who owns the property at the point of diversion? Trestle Creek Investments, LLC
 b. Who owns the land to be irrigated or place of use? Trestle Creek Investments, LLC
 c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: Lease agreement between Trestle Creek Investments and Valiant Idaho, LLC

12. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary. Applicant plans to utilize existing well to serve commercial uses as indicated above.

13. Time required for completion of works and application of water to proposed beneficial use is 5 years (minimum 1 year).

14. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½" x 11" map or maps clearly identifying the proposed point of diversion, place of use, section #, township & range. The map scale shall not be less than two (2) inches equal to one (1) mile.

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 rejection of the application or cancellation of an approval.


 Signature of Applicant
Managing Member
 Print Name (and title, if applicable)

 Signature of Applicant

 Print Name (and title, if applicable)

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT

USE TYPEWRITER OR
BALLPOINT PEN

State law requires that this report be filed with the Director, Department of Water Resources
within 30 days after the completion or abandonment of the well.

1. WELL OWNER *Pend Oreille LTD*
Name *Dick Villillie - 99-92-N-3*
Address *Cauloopa Riv Park*
Owner's Permit No. *96-92-N-5*

2. NATURE OF WORK
 New well Deepened Replacement
 Well diameter increase
 Abandoned (describe abandonment procedures such as materials, plug depths, etc. in lithologic log)

3. PROPOSED USE
 Domestic Irrigation Test Municipal
 Industrial Stock Waste Disposal or Injection
 Other *Light Commercial* (specify type)

4. METHOD DRILLED
 Rotary Air Hydraulic Reverse rotary
 Cable Dug Other

5. WELL CONSTRUCTION
Casing schedule: Steel Concrete Other
Thickness _____ inches Diameter _____ inches From _____ feet To _____ feet
.250 inches *8* inches *3* feet *87* feet
_____ inches _____ inches _____ feet _____ feet
_____ inches _____ inches _____ feet _____ feet
_____ inches _____ inches _____ feet _____ feet
Was casing drive shoe used? Yes No
Was a packer or seal used? Yes No
Perforated? Yes No
How perforated? Factory Knife Torch Gun
Size of perforation _____ inches by _____ inches
Number _____ From _____ To _____
_____ perforations _____ feet _____ feet
_____ perforations _____ feet _____ feet
_____ perforations _____ feet _____ feet
Well screen installed? Yes No
Manufacturer's name *Houston*
Type *Stainless* Model No. _____
Diameter *8* Slot size *25* Set from *87* feet to *97* feet
Diameter _____ Slot size _____ Set from _____ feet to _____ feet
Gravel packed? Yes No Size of gravel _____
Placed from _____ feet to _____ feet
Surface seal depth *20* Material used in seal: Cement grout
 Bentonite Pudding clay _____
Sealing procedure used: Slurry pit Temp. surface casing
 Overbore to seal depth
Method of joining casing: Threaded Welded Solvent
 _____ Weld
 Cemented between strata
Describe access port _____

6. LOCATION OF WELL
Sketch map location must agree with written description.
Subdivision Name _____
Lot No. _____ Block No. _____
County *Blaine* *Bonner*
SW 1/4 SW 1/4 Sec. 17, T. 57, S. 3, R. 1

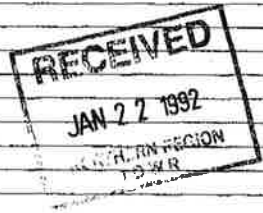
7. WATER LEVEL
Static water level *10* feet below land surface.
Flowing? Yes No G.P.M. flow _____
Artesian closed-in pressure _____ p.s.i.
Controlled by: Valve Cap Plug
Temperature _____ °F. Quality _____
N
Describe artesian or temperature zones below.

8. WELL TEST DATA
 Pump Bailer Air Other _____
Discharge G.P.M. *200 +* Pumping Level *87-97* Hours Pumped *1*

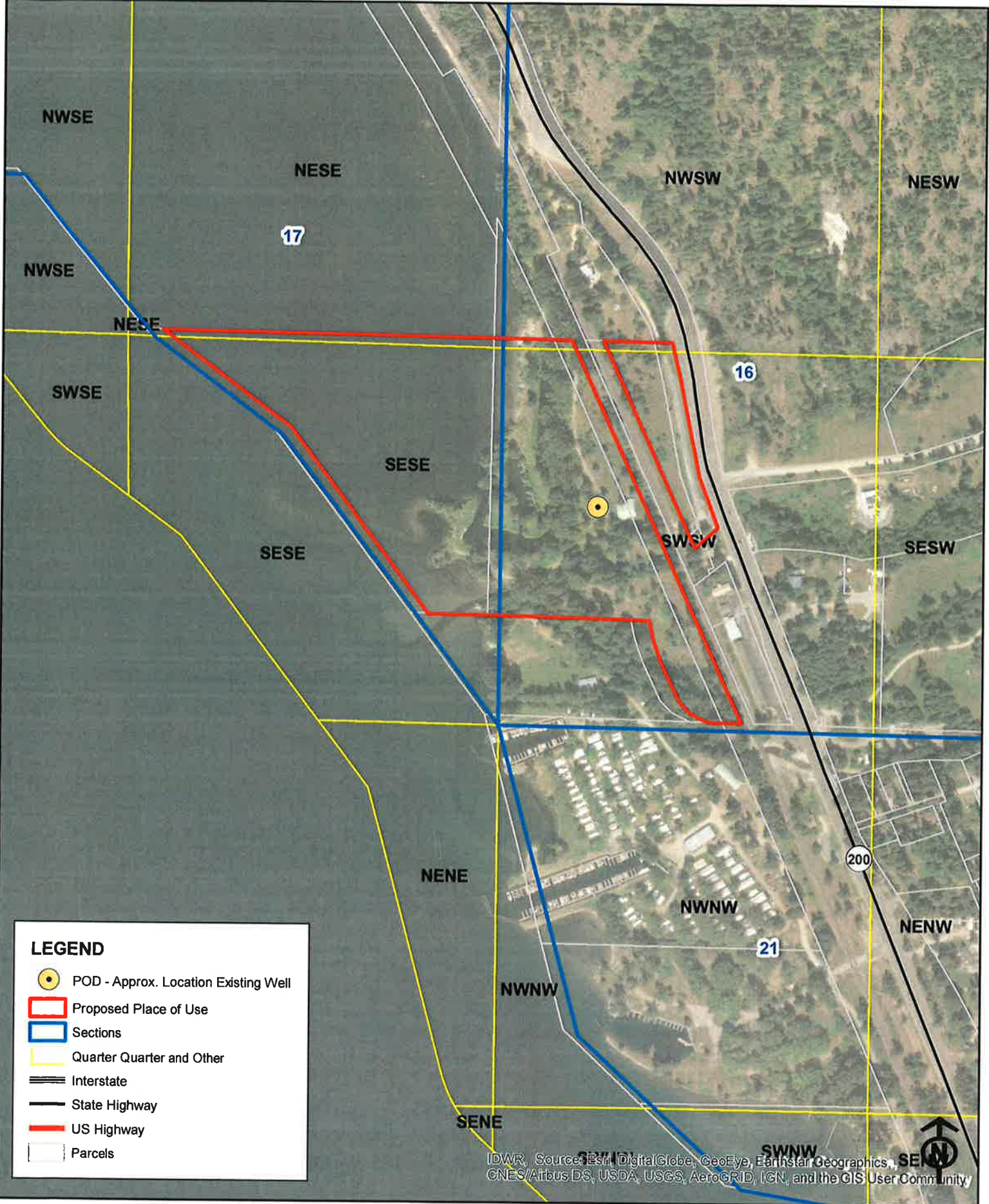
9. LITHOLOGIC LOG *73468*
Bore Diam. Depth From To Material Water Yes No
10 *0* *10* *Sand & Gravel*
10 *10* *20* *Sand & Gravel*
8 *20* *97* *Sand & Gravel*

10. Work started *1-13-92* finished *1-15-92*

11. DRILLERS CERTIFICATION
I/We certify that all minimum well construction standards were complied with at the time the rig was removed.
Firm Name *H2O Well Service, Inc* Firm No. *448*
Address *Hayden Rd* Date *1-15-92*
Signed by (Firm Official) *[Signature]*
and *[Signature]*
(Operator) *[Signature]*



MICROFILMED
JUL 08 1992



IDWR, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

RECEIVED

MAY 25 2018

IDWR / NORTH



208-664-9382
 877-815-5672 (toll free)
 208-664-5946 (fax)

350 E. Kathleen Ave.
 Coeur d'Alene, ID 83815

TRANSMITTAL

ATTN:	Adam Fredrick	DATE:	May 25, 2018
TO:	IDWR	RE:	Trestle Creek
	7600 Mineral Drive, Ste. 100		
	Coeur d'Alene, ID 838158	PRJ #:	44026.02.0

Items Transmitted: Mailed Delivered Pick-Up

Copies	Date	Description
1	05/18	North - Submittal of Revision

These Are Transmitted As Checked Below:

- For Approval No Exceptions Taken Rejected - See Remarks
 For Your Use Make Corrections Noted Return __ Corrected Prints
 As Requested Revise & Resubmit _____
 For Your Review & Comment Return After Loan To Us

Remarks:1

<p>Hi,</p> <p>Enclosed, please find the North - Submittal of Revision, for your approval. If you have any questions, please contact us.</p> <p>Thank You!</p>	
<p>Copy To:</p>	<p>From: Ashley Williams, P.E.</p>

RECEIVED

MAY 24 2018

DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT
To appropriate the public waters of the State of Idaho

1. Name of applicant(s) Trestle Creek Investments, LLC Phone 407-973-7875

Name connector (check one): [] and [] or [] and/or

Mailing address 310 Charleston Place City Celebration

State FL ZIP 34747 Email _____

2. Name of representative, if any Bill Haberman Phone 407-973-7875

Mailing address 310 Charleston Place City Celebration

State FL ZIP 34747 Email william.haberman@me.com

a. [] Send all correspondence for this application to the representative and not to the applicant OR

[x] Send original correspondence to the applicant and copies to the representative.

b. [x] The representative may submit information for the applicant but is not authorized to sign for the applicant OR

[] The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation.

3. Source of water supply Groundwater which is a tributary of _____

4. Location of point(s) of diversion:

Table with 10 columns: Twp, Rge, Sec, Govt Lot, 1/4, 1/4, 1/4, County, Source, Local name or tag #. Row 1: 57N, 1E, 16, SW, SW, Kootenai, Groundwater, E0005944.

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Amount 0.045 for Commercial purposes from 01/01 to 12/31 (both dates inclusive)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)

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Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)

6. Total quantity to be appropriated is (a) 0.045 cubic feet per second (cfs) and/or (b) _____ acre-feet per year (af).

7. Proposed diverting works:

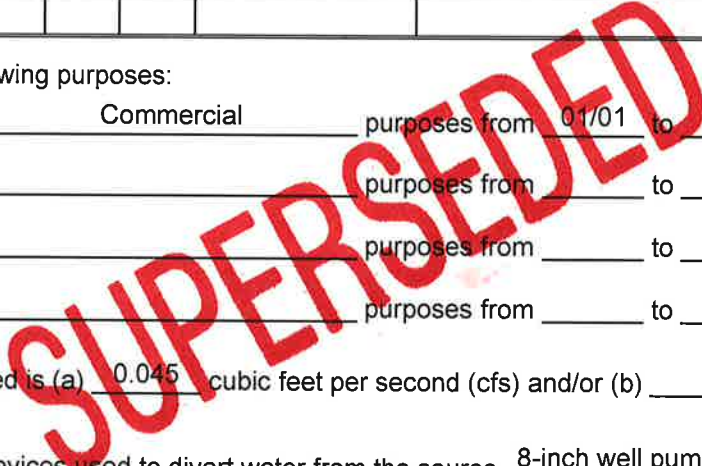
a. Describe type and size of devices used to divert water from the source. 8-inch well pumping to storage tank and booster pumps, which will pressurize distribution system.

b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet. If the reservoir will be filled more than once each year, describe the refill plan in item 12. For dams 10 feet or more in height AND having a storage capacity of 50 acre-feet or more, submit a separate Application for Construction or Enlargement of a New or Existing Dam. Application required? [] Yes [] No

c. Proposed well diameter is 8 inches; proposed depth of well is 97 feet.

d. Is ground water with a temperature of greater than 85°F being sought? [] Yes [x] No

e. If well is already drilled, when? 1-15-1992; drilling firm H2O Well Service; well was drilled for (well owner) Dick Villilli; Drilling Permit No. 96-92-N-5



For Department Use

Received by ja Date 5-24-18 Time _____ Preliminary check by _____

Fee \$ 1000 Received by ja Receipt No. N033436 Date 5-24-18

Frederick, Adam

From: Ashley Williams <awilliams@welchcomer.com>
Sent: Tuesday, May 29, 2018 10:43 AM
To: Frederick, Adam
Subject: FW: Water application

Hi Adam –

See below. Hopefully this clears up the issue. Please let me know if you have any other questions or concerns.

Thanks!

Ashley Williams, PE | Project Engineer | GIS Manager

Office: 208.664.9382 | Direct: 208.416.4878 | E: awilliams@welchcomer.com | Web: www.welchcomer.com



This e-mail and any attachments are intended solely for the use of the individual to whom they are addressed. Please visit our website for our confidentiality policy.

From: William Haberman [mailto:william.haberman@me.com]
Sent: Tuesday, May 29, 2018 10:41 AM
To: Ashley Williams <awilliams@welchcomer.com>
Subject: Fwd: Water application

Ashley - Please below from Martin Quill, Manager for Trestle Creek Investments, LLC.

To the specific question regarding the terms of the Lease, the intent was that Trestle Creek Investments, LLC would obtain and own the water rights initially, and that Valiant Idaho, LLC would bear the costs to obtain those rights and any costs thereafter during the term of the lease.

Please explain that the intent of the transaction is also for Valiant Idaho, LLC to acquire the properties via the option to purchase, and specifically to this issue, take assignment of the water rights once they do. In the interim, those rights are being pursued by Valiant Idaho, LLC on behalf of the current owner of the property, Trestle Creek Investments, LLC, and will run with the land.

Please confirm this is responsive to the questions / requests from IDWR.

Thanks. Bill

Begin forwarded message:

From: martin@quill-group.com
Date: May 29, 2018 at 1:21:45 PM EDT
To: Bill Haberman <william.haberman@me.com>
Cc: John Zapotocki <JohnZ@pacificrimland.com>, Jac Kean <mauijac@gmail.com>
Subject: Water application

Bill: you have our approval to apply for water rights for the Trestle Creek parcel.

Thank you

Martin Quill
Manager

Sent from my iPad

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), is made with an agreed effective date of April 21, 2017, between Trestle Creek Investments, LLC, an Idaho Limited Liability Company ("Landlord"), and Valiant Idaho, LLC, an Idaho Limited Liability Company (the "Tenant").

WHEREAS, Landlord expects to acquire title to certain real property described below, and

WHEREAS, Landlord and Tenant, have entered into an Assignment and Option to Purchase Agreement wherein the Landlord has agreed to an exclusive option allowing Tenant to purchase the Property, and

WHEREAS, Tenant desires to lease the Property for a period of time prior to the exercise of its Option to Purchase in order to acquire purchase funds, pursue governmental entitlements and approvals, and prepare the Property for sub-division and/or development, and

WHEREAS, Landlord agrees to lease the Property to Tenant under the terms and conditions set forth in this Lease.

NOW, THEREFORE, in consideration for the mutual covenants, conditions, agreements, representations and warranties contained herein, the parties agree as follows:

1. **LEASE OF THE PROPERTY.** Landlord hereby leases the Property to Tenant. This Lease covers both the Property where it is situated, and all fixtures, improvements and appurtenances to the Property.

The "Property" is more particularly described as:

See, Ex. "A" attached hereto and incorporated herein by reference.

2. **TERM.** The term of this Lease shall be for one (1) year beginning on the date of recording of the Sheriff's Certificate issued to Landlord following the foreclosure of the existing mortgage on the Property (the "Lease Commencement Date"). Tenant shall be entitled to possession of the Property on the first business day following the issuance of the Sheriff's Certificate. In the event Tenant exercises the Option to Purchase, the term of this Lease will end on the closing date of the sale of the Property to Tenant or its successor or assigns. This Lease may, at the option of the Tenant, be extended at the end of the term for one (1) additional term of even length (one (1) year) on the same terms and conditions set forth herein, provided that there is no then existing condition(s) of default.

3. **RENT.**

a. **Payment of Rent.** Tenant shall pay Landlord without notice, demand, deduction, or offset, in lawful money of the United States, monthly rent ("Rent") in the amount of Ten Dollars (\$10.00) in advance on or before the first day of each month during the Lease

payment thereof, Landlord shall have the same rights and remedies with respect to such non-payment as it has with respect to any other non-payment of Rent hereunder.

d. Waiver of Subrogation. Landlord and Tenant hereby release each other, their agents or employees, from responsibility for, and waive their entire claim of recovery for any loss or damage arising from any cause covered by property insurance required to be carried or otherwise carried by each of them. Each party shall provide notice to the property insurance carrier or carriers of this mutual waiver of subrogation, and shall cause its respective property insurance carriers to waive all rights of subrogation against the other. This waiver shall not apply to the extent of the deductible amounts to any such property policies or to the extent of liabilities exceeding the limits of such policies.

e. Risk of Loss. Tenant hereby assumes all risk of loss, damage or injury to the Property, the assets, to Tenant or to any other persons claiming through Tenant, or to Tenant's property, in, upon or about the Property from any cause whatsoever and agrees that Landlord shall not be liable for, and are hereby released from, any responsibility for (i) any such loss, damage or injury either to person or property or resulting from the loss of use thereof, (ii) any damage caused by other tenants or persons in, upon or about the Property, or caused by the operations in construction of any private, public or quasi-public work, and (iii) even if negligent, consequential or special damages (in all cases, except to the extent that such damage is caused by the gross negligence of Landlord).

7. UTILITIES AND SERVICES. Tenant shall transfer the utility services for electricity, garbage, telephone, internet and cable/satellite service into its name and shall pay for such services during the Lease term. Sewer and water services shall remain in the Landlord's name, but Tenant will pay for such services during the Lease term. Any other utilities or services serving the Property which Tenant requires shall be paid for by Tenant. Amounts incurred for utilities and services prior to the Lease Commencement Date that become payable after the Lease Commencement Date will be prorated between the parties. Landlord shall not be liable for any loss, injury or damage to person or property caused by or resulting from any variation, interruption, or failure of utilities due to any cause whatsoever, and Rent shall not abate as a result thereof.

8. TAXES. Tenant shall pay, on or before the last day on which payment may be made without penalty or interest, all taxes, assessments, or other governmental charges that shall or may during the Lease term be imposed on, or arise in connection with the operation of, the Property or any part of the Property, as well as taxes, assets or Tenant's personal property used. It is the intention of the parties that the Rent specified in this Lease is net rental, and Landlord shall receive such rent free from all taxes that are made payable by Tenant. If Tenant fails to pay any taxes required by this Section and such failure continues for three (3) days after written notice from Landlord, Landlord may, but shall not be required to, pay such taxes for Landlord's benefit and Tenant shall reimburse Landlord for the payment of such taxes upon demand. Such amounts shall be Additional Rent payable by Tenant hereunder and in the event of non-payment thereof, Landlord shall have the same rights and remedies with respect to such non-payment as it has with respect to any other non-payment of Rent hereunder. Amounts incurred for taxes prior to the commencement of the Lease that become payable after the Lease Commencement Date will be prorated.

IN WITNESS WHEREOF, this Lease has been executed with the agreement of the parties that it is effective on the date and year first above written.

LANDLORD

Trestle Creek Investments, LLC

By Its: Matthew J. Jull

TENANT

Valiant Idaho, LLC

By Its: _____

IN WITNESS WHEREOF, this Lease has been executed with the agreement of the parties that it is effective on the date and year first above written.

LANDLORD

Trestle Creek Investments, LLC

By Its: _____

TENANT

Valiant Idaho, LLC

By Its: *William Haberman*
William Haberman
Managing Member

Exhibit "A"

PARCEL 1:

That portion of the Southwest quarter of the Southwest quarter of Section 16, Township 57 North, Range 1 East, Boise Meridian, lying West of the State Highway No. 200 right of way and East of the Northern Pacific Railway right of way and lying North of the North line of the following described tract:

Beginning at a point where the Section line between Sections 16 and 21, Township 57 North, Range 1 West, Boise Meridian, intersects the State Highway on the Westerly side as it now exists; thence in a Northwesterly direction along the Westerly side of said Highway, 752 feet; thence in a Southwesterly direction, 97 feet; thence in a Southeasterly direction 672 feet to the Section line between Sections 16 and 21; thence East on said Section line between said Sections 16 and 21, 104.25 feet, more or less, to the place of beginning.

Said parcel is now described as follows:

A tract of land situated in the Southwest quarter of the Southwest quarter of Section 16, Township 57 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, lying Southwest of the right of way of State Highway No. 200 and Northeast of the right of way of Montana Rail Link Railway, being a portion of that property described as Parcel 1 of Instrument No. 168846 and more particularly described as follows:

Commencing at the intersection of the South line of the Southwest quarter of the Southwest quarter of Section 16 and the Northeasterly right of way of Montana Rail Link Railway which is South $88^{\circ}10'56''$ East, 944.95 feet from the Southwest corner of Section 16; thence leaving said South line and along said right of way North $23^{\circ}38'59''$ West, 672.00 feet to the true point of beginning; thence continuing along said right of way North $23^{\circ}38'59''$ West, 786.99 feet to the intersection with the North line of the Southwest quarter of the Southwest quarter; thence leaving said right of way and along said North line South $88^{\circ}43'23''$ East, 241.38 feet to the Westerly right of way of State Highway No. 200; thence leaving said North line and along said right of way the following four (4) courses;

on a non-tangential curve to the right having a central angle of $01^{\circ}19'25''$ (radial bearing = South $73^{\circ}15'16''$ West), a radius of 768.50 feet, for an arc length of 17.75 feet (chord = South $16^{\circ}06'41''$ East, 17.75 feet); thence along a line offset 50.00 feet Westerly of and parallel to a spiral curve (centerline is = 200 feet, $a = 3.5$, $S = 7^{\circ}$) for a chord of South $10^{\circ}43'01''$ East, 193.87 feet); thence South $08^{\circ}25'19''$ East, 86.06 feet; thence on a curve to the left having a central angle of $13^{\circ}56'48''$, a radius of 1482.53 feet, for an arc length of 360.87 feet (chord = South $15^{\circ}23'43''$ East, 359.98 feet);

thence leaving said right of way South $44^{\circ}37'10''$ West, 106.45 feet (record = "Southwesterly 97 feet") to the true point of beginning.

PARCEL 2:

That part of the Southwest quarter of the Southwest quarter in Section 16, Township 57 North, Range 1 East of the Boise Meridian, lying South and West of the Burlington Northern Inc. Railway right of way and Government Lot 5 in Section 17, Township 57 North, Range 1 East of the Boise Meridian, save and excepting therefrom:

The South 350 feet of Government Lot 5 in said Section 17, and also that part of the Southwest quarter of the Southwest quarter in said Section 16 lying Westerly of said Burlington Northern Inc. right of way as now in use and described as follows:

Beginning at the Southwest corner of said Section 16; thence North along the West Section line 350 feet; thence East to the centerline of Trestle Creek; thence Southeasterly along said centerline to the South line of Section 16; thence West along the Section line 720 feet, more or less, to the point of beginning.

Said parcel is now described as follows:

A tract of land situated in the Southwest quarter of the Southwest quarter of Section 16, lying Southwest of Montana Rail Link Railroad right of way and Government Lot 5 of Section 17, all in Township 57 North, Range 1 East, of the Boise Meridian, Bonner County, Idaho, being a portion of that property described as Parcel 2 of Instrument No. 168846 and more particularly described as follows:

Beginning at the intersection of the South line of the Southwest quarter of the Southwest quarter of Section 16 and the Southwesterly right of way of Montana Rail Link Railway which is South $88^{\circ}10'56''$ East, 834.19 feet from the Southwest corner of Section 16; thence leaving said South line and along said right of way North $23^{\circ}38'59''$ West, 1457.84 feet to the intersection with the North line of the Southwest quarter of the Southwest quarter; thence leaving said right of way and along the North line of the Southwest quarter of the Southwest quarter, North $88^{\circ}43'23''$ West, 243.71 feet to the Northwest corner of the Southwest quarter of the Southwest quarter; thence along the North line of Government Lot 5 in Section 17, North $89^{\circ}23'45''$ West, 1223.84 feet to the meander line of Lake Pend Oreille, as defined by the original GLO Survey; thence leaving said North line and along said meander line the following two (2) courses:

South $52^{\circ}55'48''$ East, 561.00 feet; thence South $37^{\circ}55'48''$ East, 798.96 feet to a point on a line lying 350.00 feet North of and parallel to the South line of the Southwest quarter of the Southwest quarter of Section 16;

thence along said parallel line, South $88^{\circ}10'56''$ East, 281.27 feet to the West line of the said Southwest quarter of the Southwest quarter; thence continuing South $88^{\circ}10'56''$ East, 159.02

feet to the intersection with the centerline of Trestle Creek; thence along the centerline of Trestle Creek the following eight (8) courses:

South 52°54'34" East, 63.58 feet; thence South 44°37'26" East, 117.83 feet; thence South 42°08'45" East, 77.28 feet; thence South 80°05'07" East, 145.49 feet; thence South 55°15'32" East, 86.34 feet thence South 46°56'31" East, 113.98 feet; thence South 75°43'10" East, 58.83 feet; thence South 37°48'28" East, 27.37 feet to the intersection with the South line of the Southwest quarter of the Southwest quarter;

thence leaving said creek centerline and along said South line South 88°10'56" East, 116.80 feet to the true point of beginning.

PARCEL 3:

A portion of the Northeast quarter of the Northwest quarter and Government Lot 1 in Section 21, Township 57 North, Range 1 East, Boise Meridian, Bonner County, Idaho, described as follows:

Beginning at a point where the South line of the Northeast quarter of the Northwest quarter of Section 21, Township 57 North, Range 1 East, Boise Meridian, Bonner County, Idaho, intersects the West line of the Northern Pacific Railroad Company right-of-way; thence 600 feet Northerly along said railroad right-of-way; thence West to the meander line of the lake; thence 600 feet Southerly to the South line of Lot 1 of said Section 21; thence East to the Point of Beginning.

Said parcel is now described as follows:

A tract of land situated in the Northeast quarter of the Northwest quarter and Government Lot 1 of Section 21, Township 57 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, more particularly described as follows:

Beginning at the intersection of the South line of the Northeast quarter of the Northwest quarter of Section 21 and the Westerly right of way of Montana Rail Link Railroad which is South 88°55'48" East, 139.54 feet from the Southwest corner of said Northeast quarter of the Northwest quarter, thence leaving said South line and along said right of way the following two (2) courses:

on a non-tangential curve to the left having a central angle of 10°44'25" (radial bearing = South 65°01'49" West) a radius of 2664.79 feet, for an arc length of 499.53 feet (chord = North 30°20'24" West, 498.80 feet); thence North 25°10'12" West, 100.47 feet;

thence leaving said right of way and parallel to the South line of Government Lot 1, North 88°55'48" West, 936.05 feet to the meander line of Lake Pend Oreille as defined in the original GLO Survey; thence along said meander line the following two (2) courses:

South $14^{\circ}25'48''$ East, 271.54 feet; thence South $46^{\circ}40'48''$ East, 378.00 feet to the intersection with the South line of Government Lot 1;

thence along said South line South $88^{\circ}55'48''$ East, 748.52 feet to the Southeast corner of Government Lot 1; thence along the South line of the Northeast quarter of the Northwest quarter, South $88^{\circ}55'48''$ East, 139.54 feet to the true point of beginning.

**ASSIGNMENT
&
OPTION TO PURCHASE**

THIS ASSIGNMENT & OPTION TO PURCHASE (“Agreement”) is made with an agreed effective date of April 21, 2017, between **Trestle Creek Investments, LLC**, an Idaho limited liability company (the “Seller”), and **Valiant Idaho, LLC**, an Idaho limited liability company (the “Buyer”).

WHEREAS, Buyer has acquired, via a Non-Recourse Loan Sale Agreement by and between Buyer and MUFU Union Bank, N.A. (the “Bank”) all of the Bank’s rights, title and interest in a first priority loan/lien position secured by certain real property (the “Bank’s Interest”) as more fully set forth in Ex. “A” attached hereto, including the right to foreclose on the Real Property described in Ex “B” attached hereto (the “Real Property”); and

WHEREAS, Buyer has agreed, and by this Agreement does covenant and agree, to assign to Seller all of Buyer’s rights, benefits and remedies acquired from the Bank through the Non-Recourse Loan Sale Agreement, including, but not limited to,

- (a.) the Bank’s Mortgage and Loan Documents,
- (b.) the Bank’s Judgment and POBD Judgment,
- (c.) the right to foreclose on the Real Property, and
- (d.) the Bank’s status as a successor owner of indebtedness (an “Insured”) under that certain Loan Policy Of Title Insurance (Policy No. 229121-S) issued by First American Title Insurance Company,

WHEREAS, Buyer has agreed to expeditiously prosecute to conclusion, at Buyer’s sole expense, foreclosure of the Bank’s Interest in the Real Property, for and on behalf of Seller; and

WHEREAS, Seller has provided Buyer, as consideration for this Assignment, funds for acquisition of the Bank’s Interest, and

WHEREAS, upon completion of the foreclosure of the Bank’s Interest and acquisition of title to the Real Property by Seller, Buyer wishes to have the exclusive Option to purchase the Real Property (as defined below) from Seller, and

WHEREAS, the Seller agrees to grant Buyer an Option to purchase the Real Property under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, agreements, representations and warranties contained herein, the parties agree as follows:

1. COVENANT TO ASSIGN. Buyer covenants and agrees that simultaneous to Buyer’s acquisition of Bank’s Interest, Buyer will transfer and assign to Seller all rights, remedies,

delivery of this Agreement has been duly authorized, and that upon such execution and delivery this Agreement shall be binding upon and enforceable against the party on signing.


g. **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 instrument.

b. **Time.** "Day" as used herein means a calendar day and "business day" means any day on which commercial banks are generally open for business in Idaho. Any period of time which would otherwise end on a non-business day shall be extended to the next following business day. Time is of the essence of this Agreement.

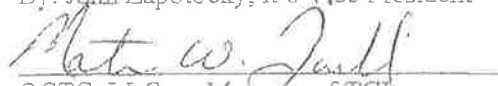
IN WITNESS WHEREOF, this Agreement has been executed with the agreement of the parties that it is effective on the date and year first above written.

SELLER

Treble Creek Investments, LLC ("TCI")


Kean Family, LLC, Manager of TCI
By: John M. Kean, it's Managing Member

TMC Development, Inc., Manager of TCI
By: John Zapotocky, it's Vice President


QGTC, LLC, Manager of TCI
By: Martin Quill, it's Member

BUYER

Valiant Idaho, LLC



William Haberman, it's Managing Member
310 Charleston Place, Celebration, FL 34747

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SELLER

Trestle Creek Investments, LLC ("TCI")


Kean Family, LLC, Manager of TCI
By: John W. Kean, it's Managing Member

TMC Development, Inc., Manager of TCI
By: John Zapotocky, it's Vice President

QGTC, LLC, Manager of TCI,
By: Martin Quill, it's Member

BUYER

Valiant Idaho, LLC


William Haberman, it's Managing Member
310 Charleston Place, Celebration, FL 34747

MEMORANDUM

To: Water Right Applications for Valiant Idaho LLC

From: Adam Frederick AF

Date: 6/4/2018

Re: Application for a Permit to Appropriate Water within the State of Idaho.

Two applications were submitted in the name Trestle Creek Investments LLC. One was received on May 14, 2018 and the other was received on May 24, 2018. It was discussed with Ashley Williams from Welch Comer how Mr. William Haberman was authorized to sign on behalf of the applicant. Mr. Haberman is listed as an authorized signee on behalf of Valiant Idaho LLC and not of Trestle Creek Investments LLC.

Trestle Creek Investments LLC owns the property and Valiant Idaho LLC leases the land with the option to buy. The 60 page lease and lease to buy agreements were reviewed and only relevant pages will be included with the applications. Item 7 in the lease agreement says Valiant Idaho LLC is not authorized to file for water rights and that should be done by the land owner Trestle Creek Investments LLC. Mr. Haberman forwarded permission from Martin Quill, managing member of Trestle Creek Investments LLC to apply for the water rights in the name of Valiant Idaho LLC. Mr. Haberman then submitted two corrected applications showing Valiant Idaho LLC as the applicant with no other changes to the application. Applications will be processed and the priority dates will be not be advanced because the only correction was the applicant name.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region • 7600 N. Mineral Drive, Suite 100 • Coeur d'Alene, Idaho 83815-7763
Phone: (208) 762-2800 • Fax: (208) 762-2819 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

June 15, 2018

VALIANT IDAHO LLC
310 CHARLESTON PL
CELEBRATION, FL 34747

Applications For Permit No. 96-9702 & 96-9703

Dear Applicants:

The Department of Water Resources has received your water right applications. Please refer to the numbers referenced above in all future correspondence regarding these applications.

A legal notice of the applications have been prepared and are scheduled for publication in the BONNER COUNTY DAILY BEE on 6/21/2018 and 6/28/2018. Protests to these applications may be submitted for a period ending ten (10) days after the second publication.

If the application(s) is/are protested, you will be sent a copy of each protest. All protests must be resolved before the application(s) can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the applications are not protested, the Department will process your applications and notify you of any action taken on the applications. If your applications are approved, the Department will send you a copy of the permits.

Please contact this office if you have any questions regarding these applications.

Sincerely,

A handwritten signature in cursive script that reads "Tammy Alleman".

Tammy Alleman
Administrative Assistant

CC:

BILL HABERMAN
310 CHARLESTON PL
CELEBRATION, FL 34747

Alleman, Tammy

From: Alleman, Tammy
Sent: Friday, June 15, 2018 10:47 AM
To: bcdblegals@cdapress.com
Cc: 'LEGALS@CDAPRESS.COM'
Subject: Legal Notices for Water Right Application 96-9699, 96-9702, & 96-9703
Attachments: 96-9699, 96-9702, & 96-9703 Legal Notice.doc

Please publish the enclosed legal notice in the **Bonner County Daily Bee** on the dates indicated June 21st & June 28th (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately. Please send a proof once you have the article ready for print for our review.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before 7/9/2018. Your cooperation is appreciated.

Thank you,

Tammy

*Tammy Alleman
Administrative Assistant
Idaho Department of Water Resources
7600 North Mineral Drive, Suite 100
Coeur d'Alene, ID 83815
Tammy.Alleman@idwr.idaho.gov
208-762-2800 Phone
208-762-2819 Fax*

The following applications have been filed to appropriate the public waters of the State of Idaho:

96-9699

MATT L CUDMORE
920 A POPLAR ST
SANDPOINT, ID 83864
Point of Diversion SESW
S2 T56N R03W
BONNER County
Source UNNAMED STREAM
Tributary SINKS
Point of Diversion SESW
S2 T56N R03W
BONNER County
Source UNNAMED STREAM
Tributary SINKS
Point of Diversion SESW
S2 T56N R03W
BONNER County
Source UNNAMED STREAM
Tributary SINKS
Use: DOMESTIC
01/01 to 12/31 0.04 CFS
Use: IRRIGATION
04/01 to 10/31 0.06 CFS
Use: STOCKWATER
01/01 to 12/31 0.02 CFS
Total Diversion: 0.1 CFS
Date Filed: 5/21/2018
Place Of Use: STOCKWATER
T56N R03W S2 SESW
Place Of Use: IRRIGATION
T56N R03W S2 SESW
Place Of Use: DOMESTIC
T56N R03W S2 SESW
Total Acres: 2

96-9702

VALIANT IDAHO LLC
310 CHARLESTON PL
CELEBRATION, FL 34747
Point of Diversion L1(NWNW)
S21 T57N R01E
BONNER County
Source GROUND WATER
Use: DOMESTIC
01/01 to 12/31 0.12 CFS
Total Diversion: 0.12 CFS
Date Filed: 5/14/2018
Place Of Use: DOMESTIC
T57N R01E S21 L1(NWNW)

96-9703

VALIANT IDAHO LLC
310 CHARLESTON PL
CELEBRATION, FL 34747
Point of Diversion SWSW
S16 T57N R01E
BONNER County
Source GROUND WATER
Use: COMMERCIAL
01/01 to 12/31 0.05 CFS
Total Diversion: 0.05 CFS
Date Filed: 5/24/2018
Place Of Use: COMMERCIAL
T57N R01E S16
NWSW SWSW
T57N R01E S17
L1(NESE) L5(SESE)

Permits will be subject to all prior water rights. For additional information concerning the property location, contact Northern Region office at (208) 762-2800. Protests may be submitted based on the criteria of Idaho Code § 42-203A. Any protest against the approval of this application must be filed with the Director, Dept. of Water Resources, Northern Region, 7600 N MINERAL DR STE 100, COEUR D ALENE ID 83815-7763 together with a protest fee of \$25.00 for each application on or before 7/9/2018. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 6/21/2018 and 6/28/2018

Alleman, Tammy

From: Alleman, Tammy
Sent: Monday, June 18, 2018 11:37 AM
To: June.Bergquist@deq.idaho.gov
Cc: 'Anna.Moody@deq.idaho.gov'
Subject: Application for Permit 96-9703
Attachments: 96-9703 Application.pdf

Dear Department of Environmental Quality:

The Department of Water Resources is seeking written comment and/or recommendations from your agency regarding the above referenced water right application. You can find a copy of the application attached to the email and also at: <http://www.idwr.idaho.gov/apps/ExtSearch/WRAJSearch/WRADJSearch.aspx>.

This office can publish notice of the application as soon as the initial review is completed; therefore, your prompt response to this request is appreciated. If your agency desires to formally protest the approval of the application, you may do so after the notice is published by filing a written protest along with a \$25.00 filing fee within 10 days after final publication. **The deadline for comments on the application is July 9, 2018.**

Please contact the Northern Region Office at (208) 772-2800 if you have any questions regarding the application.

Thank you,

Tammy

*Tammy Alleman
Administrative Assistant
Idaho Department of Water Resources
7600 North Mineral Drive, Suite 100
Coeur d'Alene, ID 83815
Tammy.Alleman@idwr.idaho.gov
208-762-2800 Phone
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