

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

Amended**APPLICATION FOR PERMIT**

JUN 11 2010

To appropriate the public waters of the State of Idaho

WATER RESOURCES
WESTERN REGION

1. Name of Applicant Spurwing Greens, LLC Phone (208) 322-7300
Mailing address 3405 E. Overland Rd, Suite 150, Meridian, ID 83642
2. Source of water supply Ground Water which is a tributary of _____
3. Location of point of diversion is Township 4N Range 1W Sec. 22, in the _____ 1/4,
SW 1/4, SE 1/4, Govt. Lot _____, B.M., Ada County;
additional points of diversion if any: _____
4. Water will be used for the following purposes:

Amount <u>3.35 cfs</u> (cfs or acre-feet per annum)	for <u>Diversion to Storage</u>	purposes from <u>10/1</u> to <u>4/1</u>	(both dates inclusive)
Amount <u>16.7 acre-feet</u> (cfs or acre-feet per annum)	for <u>Aesthetic Storage</u>	purposes from <u>1/1</u> to <u>12/31</u>	(both dates inclusive)
Amount _____ (cfs or acre-feet per annum)	for _____	purposes from _____ to _____	(both dates inclusive)
Amount _____ (cfs or acre-feet per annum)	for _____	purposes from _____ to _____	(both dates inclusive)
Amount _____ (cfs or acre-feet per annum)	for _____	purposes from _____ to _____	(both dates inclusive)
Amount _____ (cfs or acre-feet per annum)	for _____	purposes from _____ to _____	(both dates inclusive)
5. Total quantity to be appropriated is (a) 3.35 cfs
cubic feet per second and/or (b) 16.7 acre-feet
acre feet per annum
6. Proposed diverting works:
 - a. Describe type and size of devices used to divert water from the source A proposed well was drilled in 2007 to replace the licensed well under rights 63-3399A and 63-9405 (see attached drilling permit). Pumping capacity of the well is 1500 gpm or 3.35 cfs for the primary purpose of supplemental irrigation and the secondary purpose to maintain pond levels during the non-irrigation season.
 - b. Height of storage dam n/a feet; active reservoir capacity 12 acre-feet;
total reservoir capacity 12 acre-feet
 - c. Proposed well diameter is 16 inches; proposed depth of well is 250 feet
 - d. Is ground water with a temperature of greater than 85°F being sought? No
 - e. If well is already drilled, when? 2007 Drilling firm Riverside Inc.;
Well was drilled for (well owner) MDC, LLC; Drilling Permit No. 848248
7. Time required for completion of works and application of water to proposed beneficial use is 5 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. _____
 - e. Other; describe fully. Aesthetic storage in three ponds

9. Description of place of use:

- If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- 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	
4N	1W	22												J		J	J		

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: The proposed ponds will have a total surface area of 1.9 acres and total storage volume of 12.0 acre-feet (af) based on maximum depth of 14.0 feet with sloped sides and will be located above the ground water table. The ponds will be membrane-lined. The ponds will be incorporated into a combined pressurized irrigation system serving a 198-acre PPU proposed on the accompanying transfer application. The system will utilize Settlers Irrigation District water, private surface water delivered by Settlers Irrigation District and supplemental ground water. A water right for irrigation storage use is not required due to the size of the ponds and rate of flow provided by the rights (24-hour fill rule). A new "replacement" irrigation well will divert ground water to maintain pond levels during the non-irrigation season.

The total proposed pond storage volume includes consumptive volume (evaporative loss) resulting from the ponds. Based on ET Idaho data from the Nampa AgriMet station available at www.kimberly.uidaho.edu/ETIdaho/, the consumptive volume associated with shallow open water systems is 2.47 ac-ft per acre. Ponds with 1.9 acres of surface area will therefore evaporate 4.7 ac-ft annually (see attached pond evaporation calculations). The pou and pod aka the Spurwing Greens development project.

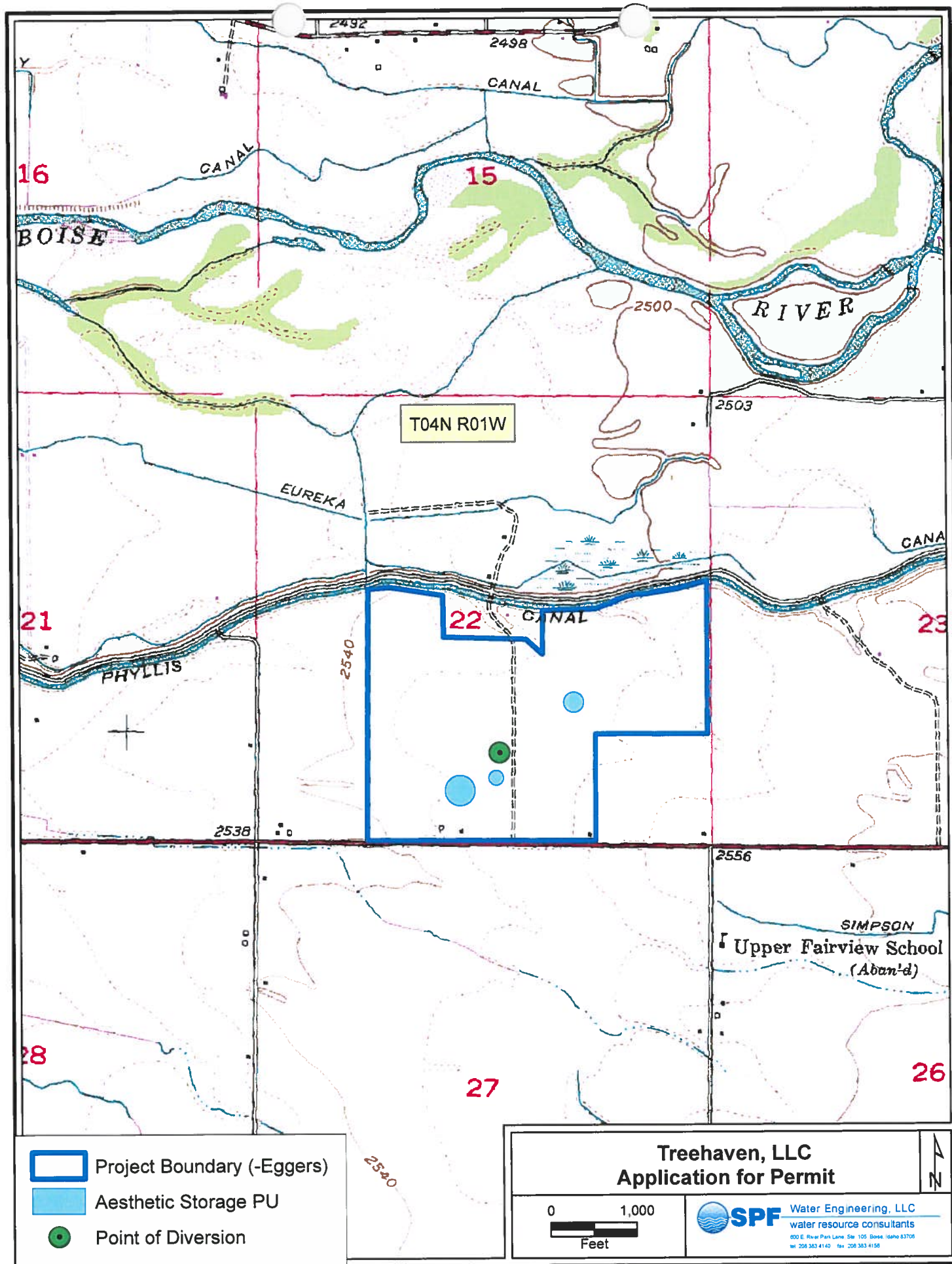
13. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½"x11" map clearly identifying the proposed point of diversion, place of use, section #, township & range. (A photocopy of a USGS 7.5 minute topographic quadrangle map is preferred.)

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.



Member / Manager Spurwing Greens, LLC
Signature of Applicants and titles

Received by SEL inv. app Date 6/11/2010 Time _____ Preliminary check by VLM
Fee \$ _____ Receipted by _____ # _____ Date _____
Publication prepared by DB Date 3/30/2011 Published in Idaho Statesman
Publication approved _____ Date: _____ Date April 7 & 14, 2011



63-32996

RECEIVED
JUN 11 2010
WATER RESOURCES
WESTERN REGION

STATE OF IDAHO DEPARTMENT OF WATER RESOURCES

ASSIGNMENT OF APPLICATION FOR PERMIT

To change the ownership of an application for permit

I, Douglas Carnahan, Partner of Treehaven, LLC, hereby assign to Spurwing Greens, LLC,
name, official position

3405 E. Overland Rd., Suite 150, Meridian, ID 83642, (208) 322-7300

All my right, title, and interest in and to Application for Permit No. 63-32996

to appropriate the public waters of the State of Idaho.

OR (for partial assignments)

The following described portion of my right, title, and interest in and to Application for
Permit No. _____ to appropriate the public waters of the State of Idaho.

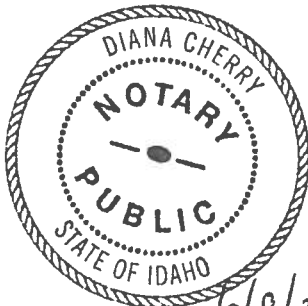
(Describe portion of the application for permit assigned, listing the number of acres in each 40 acre
subdivision, point of diversion location, and amount of the water in cubic feet per second.)

Made this 10 day of June, 20 10

Douglas Carnahan
Applicant(s)

State of Idaho)
County of)ss
)

On this 10th day of June, 20 10, personally appeared before me the signer(s) of the
above instrument, who duly acknowledged to me that he (she) (they) executed the same.



Diana Cherry
Notary Public residing at
Eagle, Id

SEAL

My commission expires: 6/8/2013

✓ database updated.

RECEIVED

MAR 07 2008

WATER RESOURCES
WESTERN REGION

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name of Applicant Treehaven, LLC Phone 208-336-3430
Mailing address 2242 E. Riverwalk Dr., Ste. 200, Boise, ID 83706
2. Source of water supply Ground Water which is a tributary of _____
3. Location of point of diversion is Township 4N Range 1W Sec. 22, in the _____ 1/4,
SW 1/4, SE 1/4, Govt. Lot _____, B.M., Ada County;
additional points of diversion if any: _____
4. Water will be used for the following purposes:

Amount <u>3.35 cfs</u> (cfs or acre-feet per annum)	for <u>Diversion to Storage</u>	purposes from <u>10/1</u> to <u>4/1</u>	(both dates inclusive)
Amount <u>12.0 acre-feet</u> (cfs or acre-feet per annum)	for <u>Aesthetic Storage</u>	purposes from <u>1/1</u> to <u>12/31</u>	(both dates inclusive)
Amount _____ (cfs or acre-feet per annum)	for _____	purposes from _____ to _____	(both dates inclusive)
Amount _____ (cfs or acre-feet per annum)	for _____	purposes from _____ to _____	(both dates inclusive)
Amount _____ (cfs or acre-feet per annum)	for _____	purposes from _____ to _____	(both dates inclusive)
Amount _____ (cfs or acre-feet per annum)	for _____	purposes from _____ to _____	(both dates inclusive)
5. Total quantity to be appropriated is (a) 3.35 cfs
cubic feet per second and/or (b) 12.0 acre-feet
acre feet per annum
6. Proposed diverting works:
 - a. Describe type and size of devices used to divert water from the source A new well with a submersible pump will divert to ponds for wintertime evaporative losses. The new well will replace the licensed well under rights 63-3399A and 63-9405 (see attached drilling permit appl). Pumping capacity of the well is anticipated at 1500 gpm or 3.35 cfs for the primary purpose of supplemental irrigation and the secondary purpose to maintain pond levels during the non-irrigation season.
 - b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet;
total reservoir capacity _____ acre-feet
 - c. Proposed well diameter is 16 inches; proposed depth of well is 250 feet
 - d. Is ground water with a temperature of greater than 85°F being sought? No
 - 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 5 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. _____
 - e. Other; describe fully. Aesthetic storage in three ponds

9. Description of place of use:

- If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- 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	
4N	1W	22												J		J	J		

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? Treehaven, LLC

b. Who owns the land to be irrigated or place of use? Treehaven, LLC & Chester Properties

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: Applicant has a Contract to Purchase Agreement with Chester Properties.

12. Remarks: This application proposes diversion of ground water for minimal wintertime evaporation in three ponds within a proposed subdivision development. The proposed ponds will have a total surface area of 1.9 acres and total storage volume of 12.0 acre-feet (af) based on maximum depth of 14.0 feet with sloped sides and will be located above the ground water table. The ponds will be membrane-lined and will be initially filled with water from the Idaho Water Supply Bank. The ponds will be incorporated into a combined pressurized irrigation system serving a 208-acre PPU proposed on the accompanying transfer application. The system will utilize Settlers Irrigation District water, private surface water delivered by Settlers Irrigation District and supplemental ground water. A water right for irrigation storage use is not required due to the size of the ponds and rate of flow provided by the rights (24-hour fill rule). A new "replacement" irrigation well will divert ground water to maintain pond levels during the non-irrigation season (i.e. replace evaporative losses). October thru March precipitation deficit evaporation for shallow open water systems is 0.40 acre-feet per acre (ET Idaho, Nampa AgriMet station, published data available at www.kimberly.uidaho.edu/ETIdaho/). Ponds with 1.9 acres of surface area will therefore evaporate 0.76 acre-feet during the non-irrigation season (see attached pond evaporation calculations). A diversion rate of 3.35 cfs can provide this amount in about 165.0 minutes ($0.76 \times 325,850 / 3.35 \times 448.83$). For mitigation of the annual evaporation (consumptive use) resulting from the ponds, 7.6 acres of private irrigation right 63-161AC will be changed from irrigation to aesthetic storage as proposed on the accompanying transfer application. The pou and pod are aka the Tree Farm Project.

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 of Applicant (and title, if applicable)
 Douglas Carnahan, Authorized Signatory for Treehaven, LLC

Received by DB Date 3-7-08 Time 2:00 PM Preliminary check by VM
 Fee \$ 370- Received by DB # W036215 Date 3-7-08
 Publication prepared by _____ Date _____ Published in _____
 Publication approved _____ Date _____

Tree Farm Monthly Pond Evaporation Calculations
 snk 10/23/2007

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Total
days per month	31	28	31	30	31	30	31	31	30	31	30	31	365
Monthly Precip Deficit Evap from ETIdaho data (mm / day)	-0.31	0.41	1.68	2.21	2.49	3.90	4.78	4.39	3.07	1.80	0.47	-0.08	
Monthly Precip Deficit Evap from ETIdaho data *(in / month)	-0.38	0.45	2.05	2.61	3.04	4.61	5.83	5.36	3.63	2.20	0.56	-0.10	29.9
pond area	1.9 acres												
monthly precipitation deficit evaporation (acre feet)	-0.06	0.07	0.32	0.41	0.48	0.73	0.92	0.85	0.57	0.35	0.09	-0.02	4.73
Irrigation/Nonirrigation	N	N	N	I	I	I	I	I	I	N	N	N	
Nonirrigation season precipitation deficit evaporation (acre feet)	-0.06	0.07	0.32							0.35	0.09	-0.02	0.76

<http://www.kimberly.uidaho.edu/ETIdaho/stcwrstats.php?station=8&cover=55&stats=Deficit>

ETIdaho -- Evapotranspiration and Consumptive Irrigation Water Requirements for IdahoPlease send suggestions for improving this site to robbison@kimberly.uidaho.edu Copyright 2007 University of Idaho**Nampa (AgriMet --NMP1)**

Statistics based on 9 years between 1997 to 2005

For a different land cover or crop click on the above link.

You can highlight this table and copy via the clipboard to a Microsoft Excel or OpenOffice spreadsheet to plot or otherwise work with this data

Open water - shallow systems (ponds, streams)															
Precipitation Deficit (Click here for a graph)															
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Growing Season ^a	Annual	
Mean	mm/day												mm		
Monthly ^b	-0.31	0.41	1.68	2.21	2.49	3.90	4.78	4.39	3.07	1.80	0.47	-0.08		758	
15-Day Moving Average ^c	-0.27	0.36	1.79	2.25	2.34	4.05	4.70	4.44	3.01	1.78	0.49	0.03			
7-Day Moving Average ^d	-0.27	0.41	1.70	2.22	2.40	3.95	4.70	4.39	3.01	1.78	0.45	-0.03			
3-Day Moving Average ^e	-0.30	0.43	1.69	2.21	2.46	3.92	4.79	4.39	3.05	1.79	0.44	-0.05			
Standard Deviation	mm/day												mm		
Monthly	0.57	0.59	0.88	0.53	2.42	1.07	0.42	0.85	0.60	1.28	0.59	0.63		135	
15-Day Moving Average	0.55	0.71	0.81	0.69	2.23	1.10	0.52	0.72	0.70	1.07	0.65	0.51			
7-Day Moving Average	0.80	0.89	1.10	1.15	2.59	1.75	0.78	0.91	1.10	1.38	0.90	0.78			
3-Day Moving Average	1.23	1.25	1.49	1.70	3.01	2.59	1.14	1.09	1.43	1.71	1.22	1.20			
20% Exceedance	mm/day												mm		
Monthly	0.00	0.72	2.13	2.79	3.52	4.47	4.93	4.79	3.53	2.39	0.76	0.18		845	
15-Day Moving Average	0.38	0.76	2.81	3.01	4.88	5.28	5.43	5.16	3.74	2.97	1.08	0.54			
7-Day Moving Average	0.71	1.80	3.11	3.74	5.57	5.77	5.80	5.66	4.29	3.35	1.60	0.80			
3-Day Moving Average	1.11	1.90	3.86	4.60	5.84	6.46	6.38	5.98	4.94	3.60	2.16	1.08			
80% Exceedance	mm/day												mm		
Monthly	-0.82	-0.32	0.69	1.45	-0.94	1.79	4.42	3.62	2.09	0.03	-0.66	-1.20		592	
15-Day Moving Average	-1.72	-1.00	-0.80	-0.44	-3.29	-0.11	3.52	2.47	8.17	-1.39	-1.02	-2.58			
7-Day Moving Average	-3.89	-2.24	-1.85	-2.83	-7.35	-4.96	2.09	1.32	-8.60	-3.24	-2.37	-4.60			
3-Day Moving Average	-9.70	-6.04	-4.41	-5.38	-11.16	-16.08	-0.82	-0.49	-7.51	-7.79	-5.60	-7.66			
Ave Highest ET	mm/day												--		
15-Day Moving Average	0.22	0.70	2.51	3.60	3.76	4.75	5.21	4.94	3.48	2.48	0.96	0.44			
7-Day Moving Average ^g	0.63	1.27	2.93	3.65	5.06	5.24	5.63	5.23	4.09	3.27	1.40	0.74			
3-Day Moving Average ^h	1.01	1.62	3.64	4.33	5.56	5.80	6.09	5.77	4.67	3.81	1.92	1.05			
Ave Lowest ET	mm/day												--		
15-Day Moving Average	-0.82	-0.02	0.90	1.38	0.97	3.22	4.37	3.91	2.51	1.66	0.02	-0.51			
7-Day Moving Average ⁱ	-1.75	-0.60	0.08	0.30	-0.63	1.94	3.60	3.27	1.74	0.48	-0.57	-1.14			
3-Day Moving Average ^j	-1.63	-1.90	-1.44	-1.17	-2.95	-0.76	1.97	2.77	0.12	-0.87	-1.98	-2.81			
Special normal distribution parameters for monthly, seasonal, and annual intervals															
Skew	0.14	0.79	-0.09	0.25	-0.45	-0.89	0.07	0.06	-0.42	-0.45	-0.68	-0.79		-0.64	-0.64
Kurtosis	0.62	2.96	0.72	2.30	0.94	4.07	0.57	0.60	2.70	0.93	3.87	1.84		2.77	2.78

^a Growing Season: This is usually the time from green up or planting in the spring to a killing frost or harvest in the fall. It is not applicable for entries without a growing season and will be blank.^b Mean of the average daily value for month^c Mean of the fourteen 15-day period averages contained in the month^d Mean of the twenty three 7-day period averages contained in the month^e Mean of the twenty seven 3-day period averages contained in the month^f Mean of the highest/lowest 15-day period average in month^g Mean of the highest/lowest 7-day period average in month^h Mean of the highest/lowest 3-day period average in month

Copyright 2007, University of Idaho

This work and report were prepared by the University of Idaho Research and Extension Center at Kimberly, Idaho under contract with the Idaho Department of Water Resources. Work was supported by funding from IDWR and the Idaho Agricultural Experiment Station and Idaho Engineering Experiment Station. The authors gratefully acknowledge the long-term evapotranspiration data collection and long-standing advice provided by Dr. James L. Wright, USDA-ARS Kimberly (ret.), the more than two decades of high quality agricultural weather data collection by the U.S. Bureau of Reclamation AgriMet system, and the very long-standing, routine data collection by the hundreds of cooperative weather station volunteers across the state who, for more than one-hundred years, have faithfully observed daily air temperature and precipitation.

The citation for the evapotranspiration data used from this site should be: Allen, Richard G., and Clarence W. Robison, 2006 (Revised 2007). *Evapotranspiration and Consumptive Irrigation Water Requirements for Idaho*, Research Technical Completion Report, Kimberly Research and Extension Center, University of Idaho, Moscow, ID.

Questions regarding the data should be addressed to Clarence W. Robison or Richard G. Allen, University of Idaho, Kimberly Research and Extension Center, 3793 North 3600 East, Kimberly, ID 83341. Telephone (208)-423-4610.

Form 235-1
1/31/03

Drilling Permit No. _____
Drilling Permit I.D. Tag No. DO052054
Water Right Permit No. 63-3399A
Injection Permit No. _____

State of Idaho
Department of Water Resources

APPLICATION FOR DRILLING PERMIT
(FOR THE CONSTRUCTION OF A WELL)

1. Owner (please print): MDC, LLC (Douglas Cunningham - Manager)
2. Mailing Address: 4042 W. Chinden Bl.
City: Meridian State: ID Zip Code: 83646 Telephone: 208-870-8530
3. Proposed Well Location: Twp. 4N Rge. 1W Sec. 22 1/4 SW 1/4 SE 1/4:
Gov't Lot No. _____ County: ADA Lot _____ Long. _____
Street Address of Well Site: N Basco Ln, 0.2 MILES N of Chinden City: Meridian
Give at least name of road + Distance to Road or Landmark
Lot, block and subdivision _____

4. Proposed Use of Well:

☐ DOMESTIC: The use of water for homes, organization camps, public campgrounds, livestock and for any other purpose in connection therewith, including irrigation of up to 1/2 acre of land, if the total use is not in excess of 13,000 gpd; or any other uses, if the total use does not exceed a diversion rate of 0.04 cfs and a diversion volume of 2500 gpd.

Domestic does not include water for multiple ownership subdivisions, mobile home parks, commercial or business establishments, unless the use does not exceed a diversion rate of 0.04 cfs and a diversion volume of 2500 gpd.

NON-DOMESTIC: ☒ Irrigation ☐ Municipal ☐ Industrial
☐ Livestock ☐ Test ☐ Other _____
Type _____ Number 11d _____ (Describe)

☐ INJECTION:

☐ MONITORING: A well bore schematic and map is required for each blanket permit. No. of proposed wells: _____

5. Well Construction Information:

A. ☐ New well ☐ Modify ☒ Replace
B. Proposed Casing Diameter 16-INCH Proposed Maximum Depth 250 feet
C. Anticipated bottom hole temperature:
☒ 85 F or less (Cold Water Well) ☐ 85F to 212F (Low Temp. Geo. Well) ☐ 212 F or more (Geothermal Well)

6. Construction Start Date: June 18

7. Anticipated Well Driller: Riverside Inc. Driller's Lic. No. 330

NOTE: The actual well driller must be identified prior to drilling.

8. Applicant's Signature: Doug Cunningham Date 6/30/07

Address (if different from Owner) _____

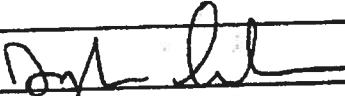
City: _____ State: _____ Zip Code: _____ Telephone: _____

Title: _____
(Owner, Firm Representative, Other)

RECEIVED

JUL 05 2007

WATER RESOURCES
WESTERN REGION

No. W 40519	Due > later than June 30, 2007 Annual Report Form		2. Registered Agent and Office NO PO BOX DOUGLAS K CARNAHAN 4042 W CHINDEN BLVD MERIDIAN, ID ~~83642~~ 83646
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080	1. Mailing Address - Correct in this box, if applicable TREEHAVEN, LLC 4042 W CHINDEN BLVD MERIDIAN, ID ~~83642~~ 83646		3. New Registered Agent Signature
NO FILING FEE IF RECEIVED BY DUE DATE			
4. Limited Liability Companies: Enter Names and Addresses of Managers.			
<u>Office held</u>	<u>Name</u>	<u>Street or P.O. Address</u>	<u>City</u> <u>State</u> <u>Zip</u>
Manager -	Douglas K Carnahan -	4042 W. Chinden Blvd	Meridian ID 83646
Manager -	Peter S. O'Neill -	100 No. 9th St. Ste. 200	Boise ID 83702
Manager -	Derrick O'Neill -	2242 E. Riverwalk, Ste. 200	Boise ID 83706
5. Organized Under the Laws of: IDAHO W 40519		6. Signature <u></u> Date <u>4/12/07</u> Name (Typed or Printed) <u>DOUGLAS K CARNAHAN</u> Title <u>MANAGER</u>	

Issued 04/02/2007

Do Not Tape or Staple

200706007155

Buffington, Denise

From: Buffington, Denise
Sent: Wednesday, March 30, 2011 2:23 PM
To: Idaho Statesman
Subject: LEGAL NOTICE
Attachments: Ada County - Cover Letter.Doc; Ada County Ads - COMBINED.Doc

Attached please find (1) legal notice being submitted for publication. Please contact me immediately if you have any questions, or if you are not able to publish the ad on the dates requested.

Thank you in advance,

*Denise Buffington
Administrative Assistant I
Dept of Water Resources
Western Region
(208) 334-2190*

March 30, 2011

LEGAL NOTICE DEPARTMENT

IDAHO STATESMAN
PO BOX 40
BOISE, ID 83707

RE: Transfer No. 74686
Water Right No(s). 63-11270, 63-161AC, 63-32977, 63-32979

RE: Application For Permit No(s): 63-32996, 63-33488 & 65-23119

Dear Legal Notice Department:

Please publish the enclosed legal notice on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

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 4/25/2011. Your cooperation is appreciated.

Sincerely,

Denise Buffington
Administrative Assistant

Enclosure(s)

The following application(s) have been filed to appropriate the public waters of the State of Idaho:

63-32996

SPURWING GREENS LLC

3405 E OVERLAND RD

STE 150

MERIDIAN, ID 83642

Point of Diversion SWSE S22 T04N R01W ADA County Source GROUND WATER Tributary

Use: AESTHETIC STORAGE 01/01 to 12/31 16.7 AF

Use: DIVERSION TO STORAGE 01/01 to 12/31 3.35 CFS

Total Diversion: 3.35 CFS

Date Filed: 3/7/2008

Place Of Use: AESTHETIC STORAGE

T04N R01W S22 SESW NWSE SWSE

Water bearing zone to be appropriated is from 196 to 236 feet and 247 to 287 feet.

63-33488

SUSAN MYERS

6172 S LATIGO DR

BOISE, ID 83709

Point of Diversion SESE S36 T03N R01E ADA County Source GROUND WATER Tributary

Use: DOMESTIC 01/01 to 12/31 0.04 CFS

Total Diversion: 0.04 CFS

Date Filed: 3/8/2011

Place Of Use: DOMESTIC

T03N R01E S36 SESE

65-23119

NOBLE DITCH CO

FARMERS COOPERATIVE IRRIGATION CO LTD

102 N MAIN ST

PAYETTE, ID 83661

Point of Diversion SENW S15 T07N R04W PAYETTE County Source WASTE WATER Tributary PAYETTE RIVER

Point of Diversion L4(SWSW) S31 T08N R04W PAYETTE County Source WASTE WATER Tributary PAYETTE RIVER

Use: IRRIGATION 03/01 to 11/15 15 CFS

Total Diversion: 15 CFS

Date Filed: 4/18/2007

Place Of Use: IRRIGATION

Proposed diversion from the Cobb Wasteway and Schmelzel Drain to be used for irrigation within the service areas of Noble Ditch Co and Farmers Cooperative Irrigation Co LTD.

GARY SPACKMAN, Interim Director

Published in the Independent Enterprise on 4/6 & 4/13/2011 and in the Idaho Statesman, Post Register, Lewiston Tribune, and Times News on 4/7 & 4/14/2011

PROPOSED CHANGE OF WATER RIGHTS

Spurwing Greens LLC and Lion Land LLC of 3405 E Overland Rd, Ste 150, Meridian, Idaho, 83642, filed Application No. 74686 to transfer four water rights with 1866 to 1990 priority dates from the Boise River and from groundwater totaling 3.55 cfs. The purpose of the transfer is to replace a point of diversion from groundwater and consolidate the irrigation rights into a permissible place of use (PPU) for the proposed Jayker Subdivision. Two of the rights will be split and the total quantity for the subdivision will be 2.71 cfs for 198 irrigated acres within a 198- acre PPU. Water will be used at the current place of use northwest of the intersection of Chinden Rd and Victory School Rd in Meridian, Idaho.

For a full description of the rights and /or the proposed transfers, please see www.idwr.idaho.gov/apps/ExtSearch/WRFiling.asp. Protests may be submitted based on the criteria of Sec 42-222 and 42-203A, Idaho Code. Permits will be subject to all prior water rights. Any protest against the approval of this application(s) must be filed with the Director, Dept. of Water Resources, Western Region, 2735 Airport Wy, Boise ID 83705 together with a protest fee of \$25.00 for each application on or before April 25, 2011. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Interim Director

Published on 4/7 & 4/14/2011



SPF WATER
ENGINEERING

June 16, 2010

RECEIVED

JUN 17 2010

WATER RESOURCES
WESTERN REGION

Idaho Department of Water Resources
Western Regional Office
2735 Airport Way
Boise, ID 83705-5082

Attention: Vicky Music

Subject: Spurwing Greens, LLC

- 1) Operating Agreement*
- 2) Real Estate Purchase & Sale Agreement*
- 3) Special Warranty Deed*

Dear Vicky,

On behalf of our client, Spurwing Greens LLC, enclosed are several documents in support of the amended applications filed June 11, including amended application for permit no. 63-32996 and amended application for transfer no. 74686.

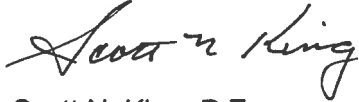
The first item is a copy of the Spurwing Greens, LLC operating agreement documenting Christopher Anderson's authority to sign and submit the amended applications.

The second item is the first and last pages of the *Real Estate Purchase and Sale Agreement* between Treehaven, LLC (seller) and Spurwing Greens, LLC and Lion Land, LLC (buyers). This item documents the agreement to convey the water rights appurtenant to the project property.

The third item is the recorded Special Warranty Deed from Treehaven, LLC to Spurwing Greens, LLC. We are investigating the status of any water rights appurtenant to the Exceptions listed in Exhibit A and anticipate providing additional information to you soon.

In the meantime, please contact either Lori Graves or myself if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Scott N. King".

Scott N. King, P.E.
Supervising Engineer

cc: Lori Graves
Rod Blackstead
Sarina Fifer

File: 852.0010

OPERATING AGREEMENT OF
SPURWING GREENS, LLC

This Operating Agreement of **Spurwing Greens, LLC**, a limited liability company organized pursuant to the Idaho Limited Liability Company Act, is entered into and shall be effective as of the effective date (as defined below), by and among the Company and the Persons executing this Agreement as Managers. The Members of the Company are identified in the records of the Company, and have separately consented to be bound by this Agreement.

ARTICLE 1: DEFINITIONS

For purposes of this Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

1.1 Act. The Idaho Uniform Limited Liability Company Act and all amendments thereto.

1.2 Bankrupt Member. A Member who: (1) has become the subject of an order for relief under the United States Bankruptcy Code, or (2) has initiated, either in an original proceeding or by way of answer in any state insolvency or receivership proceeding, an action for liquidation, arrangement, composition, readjustment, dissolution or similar relief.

1.3 Business Day. Any day other than Saturday, Sunday or any legal holiday observed in the State of Idaho.

1.4 Capital Account. The account maintained for a Member determined in accordance with Article 7.

1.5 Capital Contribution. Any contribution of Property or services, or the obligation to contribute Property or services, made by or on behalf of a Member.

1.6 Certificate. The Certificate of Organization of the Company, as properly adopted and amended from time to time by the Members and filed with the Idaho Secretary of State.

1.7 Code. The Internal Revenue Code of 1986, as amended from time to time.

1.8 Company. Spurwing Greens, LLC, a limited liability company formed under the laws of Idaho.

1.9 Company Liability. Any enforceable debt or obligation for which the Company is liable or which is secured by any Company Property.

1.10 Company Property. Any Property owned by the Company.

1.11 Distribution. A transfer of Property to a Member on account of a Membership Interest as described in Article 8. The term "distribute" shall be similarly defined.

1.12 Disposition. Any sale, assignment, transfer, exchange, mortgage, pledge, grant, hypothecation or other transfer, absolutely or as security or encumbrance (including dispositions by operation of law). The term "dispose" shall be similarly defined.

1.13 Dissociation. Any action which causes a Person to cease to be a Member as described in the Act.

1.14 Dissolution Event. An event, the occurrence of which will result in the dissolution of the Company under Article 11, unless the Members agree to the contrary.

1.15 Economic Interest. The rights of a Member in Distributions (liquidating or otherwise) and allocations of Net Profits, Net Losses, gains, deductions and credits of the Company.

1.16 Initial Capital Contribution. The Capital Contribution initially made by the Members.

1.17 Managers. The persons identified in Article 6.3.

1.18 Member. Those Persons identified in the official records of the Company and who have separately consented to be bound by this Operating Agreement and any subscription agreement then required.

1.19 Membership Interest. The rights of a Member in Distributions (Liquidating or otherwise) and allocations of the profits, losses, deductions and credits of the Company.

1.20 Money. Cash or other legal tender of the United States, or any obligation that is immediately reducible to legal tender without delay or discount. Money shall be considered to have a fair market value equal to its face amount.

1.21 Net Losses. The losses and reductions of the Company determined in accordance with accounting principles consistently applied from year to year employed under the method of accounting adopted by the Company and as reported separately or in the aggregate, as appropriate, on the tax return of the Company filed for federal income tax purposes.

1.22 Net Profits. The losses and reductions of the Company determined in accordance with accounting principles consistently applied from year to year employed under the method of accounting adopted by the Company and as reported separately or in the aggregate, as appropriate, on the tax return of the Company filed for federal income tax purposes.

1.23 Notice. Notice shall be in writing. Notice to the Company shall be considered given when mailed by first class mail, postage prepaid, addressed to the Managers and all Members. Notice to a Member shall be considered given when mailed by first class mail, postage prepaid, addressed to the Member at the latest address reflected in the Company's records.

1.24 Operating Agreement. This Agreement, including all subscription agreements, if any, and amendments adopted in accordance with this Agreement and the Act.

1.25 Organization. A Person, other than a natural Person. Organization includes, without limitation, corporations (both nonprofit and other corporations), partnerships (both limited and general), joint ventures, limited liability companies and unincorporated associations, but the term does not include joint tenancies and tenancies by the entirety.

1.26 Proceeding. Any judicial or administrative trial, hearing or other adversary proceeding, civil, criminal or investigative, the result of which may be that a court, arbitrator or governmental agency may enter a judgment, order, decree or other determination which, if not appealed or reversed, would be binding upon the Company, a Member or other Person subject to the jurisdiction of such court, arbitrator or governmental agency.

1.27 Property. Any property, real or personal, tangible or intangible, including money, and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.

1.28 Person. An individual, trust, estate or any incorporated or unincorporated organization permitted to be a Member of a limited liability company under the laws of the State of Idaho

1.29 Regulations. Except where the context indicates otherwise, the permanent, temporary or proposed regulations of the Department of the Treasury under the Code as such regulations may be lawfully changed from time to time

1.30 Related Person. A Person having a relationship to a Member that is described in Section 1.751-4(b) of the Regulations.

1.31 Sharing Ratio. With respect to any Member, the percentage of ownership in the Company as specified in the records of the Company.

1.32 Taxable year. The taxable year of the Company as determined pursuant to Section 706 of the Code.

1.33 Taxing Jurisdiction. Any state, local or foreign that collects tax, interest or penalties, however designated, on any Member's share of the income or gain attributable to the Company

ARTICLE 2: FORMATION

2.1 Organization. The organizer of the Company, at the direction of the Members, formed the Company, as an Idaho limited liability company pursuant to the provisions of the Act.

2.2 Agreement. For and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members hereby agree to the terms and conditions of this Operating Agreement. It is the express intention of the Members that this Operating Agreement shall be the sole source of agreement of the parties, and, except to the extent a provision hereof expressly incorporates federal income tax rules by reference to sections of the Code or Regulations or is expressly prohibited or ineffective under the Act, this Operating Agreement shall govern, even when inconsistent with, or different than, provisions of the Act or any other law or rule. To the extent any provision of this Operating Agreement is prohibited or ineffective under the Act, this Operating Agreement shall be considered amended to the smallest degree possible in order to make this Operating Agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way to make any provision of this Operating Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment. Notwithstanding the foregoing, if a membership purchase agreement or other agreement is executed, that agreement shall control as to the transfer of Membership units and related matters.

2.3 Name. The name of the Company is Spurwing Greens, LLC and all business of the Company shall be conducted under that name or under any other name adopted by the Company, but in any case, only to the extent permitted by applicable law.

2.4 Effective Date. This Operating Agreement shall become binding and enforceable upon the date of written acceptance of this Operating Agreement by the Members, as acknowledged by the Certificate of the Managers, to be retained in the official records of the Company.

2.5 Term. The Company shall operate perpetually or until the Company is dissolved and its affairs wound up in accordance with the Act or this Operating Agreement.

2.6 Registered Agent and Office. The registered agent for service of process and the registered office shall be that Person and location reflected in the Certificate, as filed in the office of the Idaho Secretary of State.

2.7 Principal Office. The principal office of the Company shall be located at such place as the Members shall designate, which location may be changed by the Members.

ARTICLE 3: PURPOSE

The purpose of the Company is to own for investment purposes real property, and to do all other things as may be permitted by the laws of any jurisdiction in which the Company may do business. The Company shall have the authority to do all things necessary or convenient to accomplish its purpose and operate its business as describe in this Article 3. The Company shall have all powers provided for in the Act.

ARTICLE 4: MEMBERS

The names, addresses and ownership interests of the Members of the Company are maintained in the official records of the Company.

ARTICLE 5: RIGHTS AND DUTIES OF MEMBERS

5.1 Member Rights. All Members who have not Dissociated shall be entitled to vote on any matter submitted to a vote of the Members. Members shall vote only on admission of additional members; dissolution of the Company; election of a manager upon death, incapacity or resignation of a then-existing Manager; and amendment to this Operating Agreement. On all matters requiring Member vote, the unanimous consent of all Members shall be required.

5.2 Liability of Members. No Person, solely by virtue of his/her member status, shall be liable as such for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Operating Agreement or the Act shall not be grounds for imposing personal liability on the Members for the liabilities of the Company.

5.3 Indemnification. The Company shall indemnify its Members, Managers and agents for all costs, losses, liabilities and damages paid or accrued by any such Member or agent in connection with the business of the Company to the fullest extent provided or allowed by the laws of the State of Idaho.

5.4 Representations and Warranties. Each Member hereby represents and warrants to the Company, the Managers and each other Member that:

(a) If that Member is an Organization, that is duly organized, validly existing and in good standing under the laws of its state of organization and that it has full power to execute and agree to this Operating Agreement and to perform its obligations hereunder;

(b) That the Member is acquiring its interest in the Company for the Member's own account as an investment and without an intent to distribute the interest; and

(c) That the Member acknowledges that the interests have not been registered under the Securities Act of 1933 or any state securities laws and may not be resold or transferred by the Member without appropriate registration or the availability of an exemption from such requirements.

ARTICLE 6: MANAGEMENT OF COMPANY

6.1 Management by Managers. The management of the business and affairs of the Company shall be vested in three Managers.

6.2 Authority of Managers to Bind the Company.

(a) The Managers shall have full and exclusive power to manage and control the business and affairs of the Company, and the Members shall have no right to act on behalf of or bind the Company. The Managers shall have all the rights, powers and obligations of a manager as provided in the Act and as otherwise provided by law, and any action taken by the Managers shall constitute the act of and serve to bind the Company. In dealing with the Managers, no persons shall be required to inquire into, and all persons are entitled to rely conclusively upon, the authority of a Manager to bind the Company. Each Manager can bind the Company.

6.3 Generally

- (a) No Membership Requirement. A Manager need not be a Member.
- (b) Initial Managers. The Initial Managers are Roger L. Anderson, Christopher L. Anderson and Travis Anderson.
- (c) Number. The number of Managers shall be three.
- (d) Term. A Manager shall hold office until the Manager dies, becomes incapacitated or resigns.
- (e) Resignation. A Manager may resign at any time by giving written notice of the resignation. The resignation of a Manager shall take effect upon the Members' receipt of notice thereof or at any later time as is specified in the notice; and, unless otherwise specified in the notice, the acceptance of a Manager's resignation is not necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Person's rights as a Member and shall not constitute a withdrawal as a Member.
- (f) Vacancies. Any vacancy occurring for any reason may be filled by the Members. A Manager elected to fill a vacancy is elected to serve until the Manager's successor is elected and qualifies or until the Manager's earlier death, incapacity or resignation. If a Manager's position is to be filled by reason of an increase in the number of Managers, the position shall be filled by the Members. A Manager chosen to fill a position resulting from an increase in the number of Managers shall hold office until the Manager's successor is elected and qualifies, or until the Manager's earlier death, incapacity or resignation.

6.4 Action by the Managers. The rights and powers of the Managers under this Agreement shall be exercised by the Managers in writing.

6.5 Authority of the Managers. Each Manager shall have all of the rights and powers that may be possessed by Managers under this Operating Agreement, the Act and the Certificate including, without limitation, the right and power, on behalf and in the name of the Company, to:

(a) Institute, prosecute, complain and defend in all courts in the Company's name;

(b) Purchase real property in the name of the Company;

(c) Sell, transfer and convey all or any part of the Company Property in furtherance of the Company's business;

(d) Conduct the Company's business, locate its offices and exercise the powers granted by the Act and the Certificate within or outside Idaho;

(e) Cease the Company's activities and dissolve; or

(f) Authorize a Manager or a Member to conduct any act on behalf of the Company that contravenes this Operating Agreement.

6.6 Duties and Obligations of Managers. In addition to the other duties and obligations the Managers may have, the Managers shall be responsible for the following:

(a) The Managers shall cause the Company to conduct its business and operations separate and apart from that of the Managers or any Affiliate of the Managers, including, without limitation:

(1) Segregating Company Property and not allowing Company Property to be commingled with the funds or other assets of, held by, or registered in the name of the Managers or any Affiliate of the Managers;

(2) Observing all Company procedures and formalities, including, without limitation, maintaining minutes of Company meetings and actions on behalf of the Company only pursuant to due authorization of the Members;

(3) Designating a person or persons to maintain books and financial records of the Company separate from the books and financial records of the Managers and any Affiliate of the Managers, who shall also cause the Company to pay its liabilities from Company Property; and

(4) Causing the Company to conduct its dealings with third parties in its own name and as a separate and independent entity.

(b) The Managers shall take all actions which may be necessary or appropriate for:

(1) The continuation of the Company's valid existence as a limited liability company under the laws of Idaho and authority to carry on its business as a limited liability company in each other jurisdiction in which the authority is necessary to protect the limited liability of the Members or to enable the Company to conduct the business in which it is engaged; and

(2) The accomplishment of the Company's purposes in accordance with provisions of this Agreement and applicable laws and regulations.

(c) The Managers shall perform the duties of a Manager in good faith, in a manner the Managers reasonably believe to be in the best interests of the Company and the Members, and to refrain from engaging in grossly negligent or reckless conduct, intentional misconduct or a knowing violation of the law. In discharging these duties, the Managers or any Affiliate of the Managers shall be fully protected in relying in good faith upon the records required to be maintained under this Agreement and upon the information, opinions, reports or statements by any Member, or agent, or by any other Person, as to matters the Managers reasonably believe are within the other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits and losses of Company or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.

6.7 Right to Delegate. The Managers may delegate, in writing, some or all managerial duties and/or responsibilities hereunder to one or more Members. The Person to whom such duties and/or responsibilities are delegated is treated as a Manager in the performance of such delegated duties and responsibilities for all purposes, including for purposes of reimbursement of expenses and compensation, authority to act and the limitations on liability and indemnification.

6.8 Right to Rely on Managers.

(a) Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by a Manager as to:

- (1) The identity of the Managers;
- (2) The existence or nonexistence of any fact or facts which constitute a condition precedent to acts by a Manager or which are in any other manner germane to the affairs of the Company;
- (3) A Managers' authority to act;
- (4) The Persons who are authorized to execute and deliver any instrument or document of the Company; or
- (5) Any act or failure to act by the Company or any other matter whatsoever involving the Company or any Member.

(b) The signature of a Manager is necessary and sufficient to convey title to any Company Property and all of the Members agree that a copy of all or a portion of this Agreement may be shown to the appropriate parties in order to confirm the same. The signature

of a Manager is sufficient to execute any "statement of company" or other documents necessary to effectuate this or any other provision of this Agreement.

6.9 Management Liability and Indemnity. The Managers are not personally liable for any debt, obligation or liability of the Company merely by reason of being a Manager. Any Person who performs the duties of a Manager in accordance with this Agreement and the Act (to the extent it is consistent with this Agreement) shall not have any liability to the Company or the Members by reason of being or having been a Manager except to the extent, if any, that the loss or damage is the result of gross negligence, fraud, deceit, willful misconduct or breach of this Agreement. The Company shall indemnify the Managers and make advances for expenses to the maximum extent permitted under the Act. However, this provision shall not eliminate or limit one's liability or provide indemnification for:

(a) Any breach of the duty of loyalty to the Company or the Members as described in this Operating Agreement;

(b) Acts or omissions not in good faith that involve intentional misconduct or a knowing violation of law;

(c) Any unlawful distribution under the Act;

(d) Any transaction from which the Person derives an improper personal benefit; or

(e) Any action taken by the Person without authority.

ARTICLE 7: CONTRIBUTIONS AND CAPITAL ACCOUNTS

7.1 Initial Contributions. Each Member has made the Capital Contribution shown in the Company's records. No interest shall accrue on any Capital Contribution and no Member shall have the right to withdraw or be to be paid any Capital Contribution except as provided in this Operating Agreement.

7.2 Maintenance of Capital Accounts. The Company shall establish and maintain Capital Accounts for each Member. Each Member's Capital Account shall be increased by: (1) the amount of any Money actually contributed by the Member to the capital of the Company; (2) the fair market value of any Property contributed, as determined by the Company and the contributing Member at arm's length at the time of contribution (net of liabilities assumed by the Company and net of the Code); and (3) the Member's share of Net Profits and of any separately allocated items of income or gain, subject to adjustments of the Code (including any gain and income from unrealized income with respect to accounts receivable allocated to the Member and any gain and income allocated to the Member to reflect the difference between the book value and tax basis of assets contributed by the Member).

Each Member's Capital Account shall be decreased by: (1) the amount of any Money actually Distributed to a Member; (2) the fair market value of any Property distributed to the Member, as determined by the Company and the contributing Member at arm's length at the

time of Distribution (net of liabilities of the Company assumed by the Member and net of liabilities which the Member takes the Property subject to, within the meaning of Section 752 of the Code); and (3) the Member's share of Net Losses and of any separately allocated items of deduction or loss (including any loss or deduction allocated to the Member to reflect the difference between book value and tax basis of assets contributed by the Member).

7.3 Distribution of Assets. If the Company, at any time, Distributes any of its assets in-kind to any Member, the Capital Account of each Member shall be adjusted to account for what Member's allocable share (as determined under Article 8) of the Net Profits or Net Losses that would have been realized by the Company has it sold the assets that were Distributed at their respective fair Market values immediately prior to their Distribution.

7.4 Sale or Exchange of Interest. In the event of a sale or exchange of some or all of a Member's interest in the Company, the Capital Account of the transferring Member shall become the Capital Account of the assignee, to the extent it relates to the portion of the interest transferred.

7.5 Compliance with Section 704(b) of the Code. The provisions of this Article 7 as they relate to the maintenance of Capital Accounts are intended, and shall be construed, and, if necessary, modified to cause the allocations of profits, losses, income, gain and credit pursuant to Article 8 to have substantial economic effect under the regulations promulgated under Section 704(b) of the Code, in light of the Distributions made pursuant to Articles 8 and 11 and the Capital Contributions made pursuant to this Article 7. Allocations pursuant to a minimum gain charge-back must be made in accordance with Regulations § 1.704-2 to the Members, if any, who were either allocated non-recourse deductions or received distributions of proceeds due to non-recourse borrowing.

ARTICLE 8: ALLOCATIONS AND DISTRIBUTIONS

8.1 Interim Distributions. From time to time, the Managers may determine, in their reasonable judgment, to what extent, if any, the Company's cash on hand exceeds the current and anticipated needs, including, without limitation, needs for operating expenses, debt service, acquisitions, reserves and mandatory Distributions, if any. To the extent such excess exists, Distributions may be made to the Members in accordance with their Sharing Ratios. Such Distributions shall be in cash or other Property (which need not be distributed proportionately) or partly in both, as determined by the Managers.

ARTICLE 9: TAXES

9.1 Elections. The Members may make tax elections for the Company allowed under the Code or the Tax laws of any state or other Jurisdiction having Taxing Jurisdiction over the Company.

9.2 Taxes of Taxing Jurisdictions. To the extent that the laws of any Taxing Jurisdiction require, each Member will submit an agreement indicating that the Member will make timely income tax payments to the Taxing Jurisdiction and that the Member accepts

personal jurisdiction of the Taxing Jurisdiction with regard to the collection of income taxes attributable to the Member's income, and interest and penalties assessed on such income. If the Member fails to provide such agreement, the Company may withhold any pay over to such Taxing Jurisdiction the amount of tax, penalty and interest determined under the laws of the Taxing Jurisdiction with respect to such income. Any such payments with respect to the income of a Member shall be treated as a distribution for purposes of Article 8. The Company may, where permitted by the rules of any Taxing Jurisdiction, file a composite, combine or aggregate tax return reflecting the income of the Company and pay the tax, interest and penalties of some or all of the Members on such income to the Taxing Jurisdiction, in which case the Company shall inform the Members of the amount of such tax, interest and penalties so paid.

9.3 Tax Matters Partner. Roger L. Anderson shall be the initial tax matters partner of the Company pursuant to Section 6231(a)(7) of the Code. Any Member designated as tax matters partner shall take such action as may be necessary to cause each other Member to become a notice partner within the meaning of Section 6223 of the Code. Any person who is designated matters partner may not take any action contemplated by Sections 6222 through 6232 of the Code without the consent of all the Members.

ARTICLE 10: VALUE OF EACH UNIT

10.1 Net Equity. The "Net Equity" of a Member's Membership Interest shall, as of any day, be equal to the fair Market value of the Company as of such day, multiplied by such Member's Sharing Ratio.

ARTICLE 11: DISSOLUTION AND WINDING UP

11.1 Dissolution. The Company shall be dissolved and its affairs wound up upon the first to occur of the following events (which, unless the Members agree to continue the business, shall constitute "Dissolution Events"):

- (a) The Managers' discretion.
- (b) The entry of a decree of judicial dissolution.

11.2 Effect of Dissolution. Upon Dissolution, the Company shall cease carrying on the Company business, but the Company is not terminated but continues until the winding up of the affairs of the Company is completed and the certificate of dissolution has been issued by the Idaho Secretary of State.

11.3 Distribution of Assets on Dissolution. Upon the winding up of the Company, the Company Property shall be distributed:

- (a) First, to creditors, including Members who are creditors, to the extent permitted by law, in satisfaction of Company liabilities.

(b) Second, to Members in accordance with positive account balances taking into account all Capital Account adjustments for the Company's Taxable Year in which the liquidation occurs. Liquidation proceeds shall be paid within sixty (60) days of the end of the Company's Taxable year or, if later, within ninety (90) days after the date of liquidation. Such Distribution shall be in cash or other Property (which need not be distributed proportionately) or partly in both, as determined by the Members.

11.4 Winding Up and Certificate of Dissolution. The winding up of the Company shall be completed when all debts, liabilities and obligations of the Company have been paid or discharged or reasonable adequate provision therefore has been made, and all of the remaining Property and assets of the Company have been distributed to the Members. Upon the completion of winding up of the Company, a certificate of dissolution shall be delivered to the Idaho Secretary of State for filing. The certificate of dissolution shall be set forth the information required by the Act.

ARTICLE 12: AMENDMENT

12.1 Amendment or Modification of Operating Agreement. This Operating Agreement may be amended or modified from time to time only by a written instrument adopted and executed by all of the Members.

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 Entire Agreement. This Operating Agreement represents the entire agreement among the Members and between the Members and the Company and supersedes all prior operating agreements.

13.2 No Partnership Intended for Nontax Purposes. The Members have formed the Company under the Act and expressly do not intend hereby form a partnership under either the Idaho Uniform Partnership Act nor the Idaho Uniform Limited Partnership Act. The Members do not intend to be partners one to another, or partners as to any other party. To the extent any Member, by word or action, represents to another Person that any other Member is a partner or that the Company is a partnership, the Member making such wrongful representation shall be liable to any other Member who incurs personal liability by reason of such wrongful representation.

13.3 Rights of Creditors and Third Parties. This Operating Agreement is entered into among the Company and the Members for the exclusive benefit of the Company, its Members and to their successors and assignees. This Operating Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Operating Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

RECEIVED

JUN 17 2010

WATER RESOURCES
WESTERN REGION

COPY

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made effective this 25th day of August 2009, by and between **Treehaven, LLC**, an Idaho limited liability company ("**Seller**") and **Spurwing Greens, LLC** ("Spurwing Greens") and **Lion Land, LLC** ("Lion Land"), both Idaho limited liability companies, or their assigns (Spurwing Greens and Lion Land are sometimes hereinafter collectively referred to as the "**Buyer**") for the purchase and sale of all of that certain real property as described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the premises and the mutual representations, covenants, undertakings and agreements hereinafter contained, the parties intending to be legally bound agree as follows:

1. **Description of Property.** Seller agrees to grant, sell, transfer and convey and Buyer agrees to purchase and have transferred and conveyed, all for a purchase price and subject to and upon each of the terms and conditions hereinafter set forth, the following:

(a) Real Property. The land legally described in Exhibit A, attached hereto and made a part hereof (the "Land"), and improvements and structures located on the Land (collectively the "Improvements"). The Improvements and the Land are hereinafter collectively referred to as the "Real Property." The Real Property excludes all common area lots which have been conveyed to the homeowner's association.

(b) Intangible Property. All intangible property, whether enumerated herein or not, in which Seller has an interest, now or hereafter used in connection with the operation, development or maintenance of the Real Property, including, without limitation, all development rights, entitlements, permits, warranties and guarantees (if any), agreements, and agreements for Utility Service (all of the foregoing run with the land); and all plans, specifications, as-built drawings, soil test results, water test results, storm water studies and test results, and traffic studies. The foregoing are hereinafter collectively referred to as the "Intangible Property". For purposes of this Agreement, "Utility Service" includes electrical, telephone, broadband, cable television, potable water, irrigation water, sanitary sewer, storm sewer, natural gas and similar services and other utility equipment and services required by law or necessary for the operation of the Real Property. The Intangible Property is more particularly described on Exhibit C attached hereto and incorporated herein.

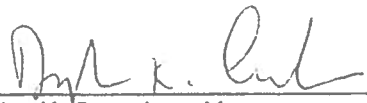
(c) Appurtenant Rights. All right, title, and interest of Seller to land, if any, lying in the bed of any street, road, or avenue, open or proposed, at the foot of or adjoining the Land to the center line of such street, road or avenue, and to the use of all easements, if any, whether of record or not, appurtenant to the Land and the use of all strips and rights-of-way, if any, abutting, adjacent, contiguous or adjoining such Land; all mineral rights; and all right, title and interest of Seller in all water and water rights, ditch and ditch rights, water storage and water storage rights for water used or available for use on the Real Property (all hereinafter collectively referred to as the "Appurtenant Rights"). Notwithstanding the foregoing, Buyer understands that the water and water rights have been committed for use as a part of the irrigation system for the Real Property and that the conveyance of the water rights to Buyer is subject to this commitment as set forth documents described on Exhibit C.

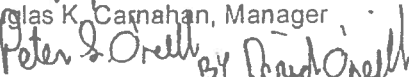
Signed effective the date first set forth above.

SELLER:

Treehaven, LLC

an Idaho limited liability company

By: 
Douglas K. Carnahan, Manager

By: 
Peter S. O'Neill, Manager *PTKano Y JV FACT*

BUYER:

Spurwing Greens, LLC

an Idaho limited liability company

By: 

Its: 

Lion Land, LLC

an Idaho limited liability company

By: 

Its: 

Exhibit A – Legal Descriptions

Exhibit B – Form of Warranty Deed

Exhibit C – List of Intangibles and Other Documents

Exhibit D – Contractual obligations specifically assumed by Buyer for purposes of Article 7.B

43C
ADA COUNTY RECORDER ' DAVID NAVARRO
BOISE IDAHO 08/31/09 3 PM
DEPUTY Vicki Allen
RECORDED - REQUEST OF
Title One

AMOUNT 33.00

11 //



A0985488 JG/LSD

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, **TREEHAVEN, LLC**, an Idaho limited liability company (the "Grantor") does hereby grant, bargain, sell, and convey unto **SPURWING GREENS, LLC**, an Idaho limited liability company, whose address is 9100 Black Eagle Dr, Boise, ID 83709 ("Grantee"), all of Grantor's right, title and interest in and to that certain real property located in Ada County, Idaho, legally described on Exhibit A, attached hereto and incorporated herein (the "Premises").

TO HAVE AND TO HOLD the Premises, with its appurtenances unto Grantee, and Grantee's successors and assigns forever.

Grantor does hereby covenant to and with Grantee, that Grantor is the owner in fee simple of the Premises; that the Premises are free from all encumbrances created or suffered by Grantor, except those made, suffered or done by Grantee, and except (a) general taxes and assessments, including utility assessments for the current year, which are not yet due and payable, and will be prorated between Grantor and Grantee as of the date of execution of this deed; (b) any easements, restrictions and conditions of record or shown on the recorded plat, if any, for the Premises; (c) building, zoning and other applicable ordinances and regulations of the County of Ada, State of Idaho; and (d) the easements, rights of way and other matters listed on Exhibit B attached hereto and incorporated herein, and that Grantor will warrant and defend the same forever from all other lawful claims.

[End of Text]

Exhibit A

Legal Description

Parcel I:

All of Jayker Subdivision - Phase 1, according to the official plat thereof, filed in Book 101 of Plats at Pages 13341 through 13352, and amended by Affidavit recorded January 12, 2009 as Instrument No. 109003074, official records of Ada County, Idaho.

EXCEPT:

Lot 2 in Block 15; Lots 7 and 8 in Block 8; Lot 1 in Block 1, 2, 3, 4, 8, 9, 10, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, Lots 1A, 1B and 1C in Block 11; Lot 2 in Block 23; Lot 18 in Block 11; Lots 5, 12A, and 12B in Block 12; and Lot 33 in Block 16 of Jayker Subdivision - Phase 1, according to the official plat thereof, filed in Book 101 of Plats at Pages 13341 through 13352, official records of Ada County, Idaho.

No. W 86373		Due no later than Aug 31, 2010 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		1. Mailing Address: Correct in this box if needed. SPURWING GREENS, LLC CHRISTOPHER L ANDERSON 3405 E OVERLAND RD STE 150 MERIDIAN ID 83642		ROGER L ANDERSON 3405 E. OVERLAND ROAD SUITE 150 MERIDIAN ID 83642	
NO FILING FEE IF RECEIVED BY DUE DATE		3. <u>New</u> Registered Agent Signature:*			
4. Limited Liability Companies: Enter Names and Addresses of at least one Member or Manager.					
Office Held	Name	Street or PO Address	City	State	Country
MEMBER	TRAVIS L ANDERSON	3405 E. OVERLAND ROAD SUITE 150	MERIDIAN	ID	USA
					Postal Code 83642
5. Organized Under the Laws of: ID W 86373		6. Annual Report must be signed.* Signature: Christopher L. Anderson Name (type or print): Christopher L. Anderson			
Date: 06/24/2010 Title: President					
Processed 06/24/2010					
* Electronically provided signatures are accepted as original signatures.					



SPF WATER
ENGINEERING

RECEIVED

JUN 11 2010

WATER RESOURCES
WESTERN REGION

June 11, 2010

Idaho Department of Water Resources
Western Regional Office
2735 Airport Way
Boise, ID 83705-5082

Attention: Vicky Music

*Subject: Amended Permit and Transfer Applications with Assignments from
Treehaven, LLC to Spurwing Greens, LLC*

Dear Vicky,

On behalf of our client, Spurwing Greens LLC, enclosed are amended permit and transfer applications for the project formerly known as Treehaven. Also enclosed are assignments of these applications from Treehaven LLC to Spurwing Greens LLC.

Assignments of Permit and Transfer applications are signed by Douglas Carnahan, a former manager of the now dissolved company known as Treehaven, LLC.

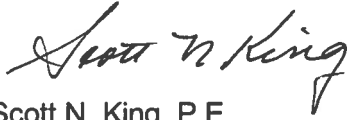
The amended applications for permit and transfer are signed by Christopher L. Anderson, Member/Manager of Spurwing Greens, LLC. Authority for Christopher Anderson to sign on behalf of Spurwing Greens, LLC is forthcoming.

Submittal of transfer attachment #3, documentation of authority to make the changes proposed by the transfer, is also pending. The applicant is currently gathering the required documents, which due to the complexity of this property acquisition has proved more involved than anticipated. Similarly, transfer attachment #6, notarized statement(s) from lien holder(s) agreeing to the proposed transfer, is pending. At this time, I am awaiting clarification as to the status of lien holder interest in the water rights and/or affected land.

Please contact either Lori Graves or myself if you have any questions.

June 11, 2010

Sincerely,

A handwritten signature in black ink, appearing to read "Scott N. King". The signature is fluid and cursive, with the first and last names being more prominent.

Scott N. King, P.E.
Supervising Engineer

cc: Lori Graves
Rod Blackstead
Sarina Fifer

File: 852.0010

IDAHO DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT

848248
Office Use Only
Well ID No. 418193
Inspected by _____
Twp _____ Rge _____ Sec _____
1/4 1/4 1/4
Lat: : : Long: : :

1. WELL TAG NO. D 0052054
DRILLING PERMIT NO. 90/237-848248
Water Right or Injection Well No. 63-3399A

2. OWNER:
Name MDC, LLC (DOUGLAS CARNHAN-MANAGER)
Address 4042 W. CHINDEN BL
City MERIDIAN State ID Zip 83646

3. LOCATION OF WELL by legal description:

You must provide address or Lot, Blk, Sub. or Directions to well.

Twp. 4 North ☒ or South ☐
Rge. 1 East ☐ or West ☒
Sec. 22 1/4 SW 1/4 SE 1/4
Gov't Lot _____ County ADA

Lat: : : Long: : :
Address of Well Site N. BASCOLN, 0.2 MILES N OF
CHINDEN City MERIDIAN
(Give At least name of road - Distance to Road or Landmark)

Lt. _____ Blk. _____ Sub. Name _____

4. USE:

☐ Domestic ☐ Municipal ☐ Monitor ☒ Irrigation
☐ Thermal ☐ Injection ☐ Other _____

5. TYPE OF WORK check all that apply (Replacement etc.)
☐ New Well ☐ Modify ☐ Abandonment ☒ Other REPLACE

6. DRILL METHOD:

☐ Air Rotary ☐ Cable ☐ Mud Rotary ☒ Other REVERSE

7. SEALING PROCEDURES

Seal Material	From	To	Weight / Volume	Seal Placement Method
<u>BENTONITE</u>	<u>0</u>	<u>190</u>	<u>27,500</u>	<u>DRY POUR</u>

Was drive shoe used? ☐ Y ☒ N Shoe Depth(s) _____

Was drive shoe seal tested? ☐ Y ☒ N How? _____

8. CASING/LINER:

Diameter	From	To	Gauge	Material	Casing	Liner	Welded	Threaded
<u>16</u>	<u>+2</u>	<u>196</u>	<u>315</u>	<u>STEEL</u>	☒	☐	☒	☐
<u>16</u>	<u>236</u>	<u>247</u>	<u>315</u>	<u>STEEL</u>	☒	☐	☒	☐

Length of Headpipe _____ Length of Tailpipe 10'

Packer ☐ Y ☒ N Type _____

9. PERFORATIONS/SCREENS PACKER TYPE

Perforation Method _____

Screen Type & Method of Installation JOHNSON WIRE WRAP

From	To	Slot Size	Number	Diameter	Material	Casing	Liner
<u>196</u>	<u>236</u>	<u>.030</u>		<u>16</u>	<u>S.S.</u>	☒	☐
<u>247</u>	<u>287</u>	<u>.030</u>		<u>16</u>	<u>S.S.</u>	☒	☐

10. FILTER PACK

Filter Material	From	To	Weight / Volume	Placement Method
<u>#6-9 C/SST SAND</u>	<u>190</u>	<u>302</u>	<u>21,000</u>	<u>DRY POUR</u>

11. STATIC WATER LEVEL OR ARTESIAN PRESSURE:

23.7' ft. below ground Artesian pressure _____ lb.
Depth flow encountered _____ ft. Describe access port or control devices
2" PIPE ON SIDE

12. WELL TESTS:

Yield gal./min.	Drawdown	Pumping Level	Time
<u>2000</u>	<u>36</u>	<u>60</u>	<u>4 HAS</u>

Water Temp. _____ Bottom hole temp. _____

Water Quality test or comments: _____

Depth first Water Encounter _____

13. LITHOLOGIC LOG: (Describe repairs or abandonment)

Bore Dia.	From	To	Remarks: Lithology, Water Quality & Temperature	Water
<u>24</u>	<u>0</u>	<u>7</u>	<u>TO D SOIL</u>	☒
	<u>7</u>	<u>13</u>	<u>CLEAR, BURNT CLAY</u>	☒
	<u>13</u>	<u>31</u>	<u>SAND, RIVER BOULDERS</u>	☒
	<u>31</u>	<u>44</u>	<u>BRN CLAY w/SM SAND LAYER</u>	☒
	<u>44</u>	<u>57</u>	<u>BRN CLAY</u>	☒
	<u>57</u>	<u>68</u>	<u>MED-COARSE SAND</u>	☒
	<u>68</u>	<u>73</u>	<u>BRN CLAY</u>	☒
	<u>73</u>	<u>77</u>	<u>FINE BRN SAND</u>	☒
	<u>77</u>	<u>87</u>	<u>BRN CLAY</u>	☒
	<u>87</u>	<u>90</u>	<u>BRN SAND</u>	☒
	<u>90</u>	<u>116</u>	<u>BRN CLAY w/SM SAND LAYER</u>	☒
	<u>116</u>	<u>138</u>	<u>FINE-MED SAND w/SM CLAY LAYER</u>	☒
	<u>138</u>	<u>149</u>	<u>BRN CLAY</u>	☒
	<u>149</u>	<u>178</u>	<u>FINE-COARSE SAND</u>	☒
	<u>178</u>	<u>196</u>	<u>BRN CLAY w/SM SAND LAYER</u>	☒
	<u>196</u>	<u>232</u>	<u>MED-COARSE SAND w/STREAKS PEA GRAVEL</u>	☒
	<u>232</u>	<u>253</u>	<u>BRN CLAY w/SM COARSE SAND LAYER</u>	☒
	<u>253</u>	<u>302</u>	<u>MED-COARSE SAND w/PEA GRAVEL</u>	☒

RECEIVED

SEP 12 2007

WATER RESOURCES
WESTERN REGION

Completed Depth 297 (Measurable)

Date: Started 8-10-07 Completed 9-1-07

14. DRILLER'S CERTIFICATION

We certify that all minimum well construction standards were complied with at the time the rig was removed.

Company Name RIVERSIDE INC Firm No. 333

Principal Driller [Signature] Date 9-10-07

and Driller or Operator II [Signature] Date 9-10-07

Operator I _____ Date _____

Principal Driller and Rig Operator Required
Operator I must have signature of Driller/Operator II

No. W 86373	Due no later than Aug 31, 2010		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.		ROGER L ANDERSON 3405 E. OVERLAND ROAD SUITE 150 MERIDIAN ID 83642															
	SPURWING GREENS, LLC CHRISTOPHER L ANDERSON 3405 E OVERLAND RD STE 150 MERIDIAN ID 83642		3. <u>New</u> Registered Agent Signature:*															
4. Limited Liability Companies: Enter Names and Addresses of at least one Member or Manager. <table border="1"> <thead> <tr> <th>Office Held</th> <th>Name</th> <th>Street or PO Address</th> <th>City</th> <th>State</th> <th>Country</th> <th>Postal Code</th> </tr> </thead> <tbody> <tr> <td>MEMBER</td> <td>TRAVIS L ANDERSON</td> <td>3405 E. OVERLAND ROAD SUITE 150</td> <td>MERIDIAN</td> <td>ID</td> <td>USA</td> <td>83642</td> </tr> </tbody> </table>					Office Held	Name	Street or PO Address	City	State	Country	Postal Code	MEMBER	TRAVIS L ANDERSON	3405 E. OVERLAND ROAD SUITE 150	MERIDIAN	ID	USA	83642
Office Held	Name	Street or PO Address	City	State	Country	Postal Code												
MEMBER	TRAVIS L ANDERSON	3405 E. OVERLAND ROAD SUITE 150	MERIDIAN	ID	USA	83642												
5. Organized Under the Laws of: ID W 86373	6. Annual Report must be signed.* Signature: Christopher L. Anderson Name (type or print): Christopher L. Anderson Date: 06/24/2010 Title: President																	
Processed 06/24/2010	* Electronically provided signatures are accepted as original signatures.																	



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082

Phone: (208) 334-2190 FAX: (208) 334-2348 www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

November 30, 2009

Lori Graves
SPF Water Engineering, LLC
600 E River Park Lane, Ste 105
Boise, ID 83706

Re: Treehaven LLC Application for Permit No. 63-32996
and Application for Transfer No. 74686

Dear Lori,

I received your e-mail of November 27, 2009, regarding these applications, and your request for a six-month processing hold. Your request is granted. The information requested by IDWR is due by May 28, 2010 to prevent the applications from being voided.

Sincerely,

Vicky Music
Sr. Water Resource Agent

Music, Vicky

From: Lori Graves [LGraves@spfwater.com]
Sent: Monday, November 30, 2009 10:17 AM
To: Music, Vicky
Cc: Scott King
Subject: RE: Treehaven Application for Transfer 74686

Vicky,

Thanks for asking. Yes, we would also like to hold application for permit 63-32996.

From: Music, Vicky [mailto:Vicky.Music@idwr.idaho.gov]
Sent: Monday, November 30, 2009 9:58 AM
To: Lori Graves
Subject: RE: Treehaven Application for Transfer 74686

Hi Lori –

Your email below only references the transfer. Do you want to hold the application for permit 63-32996 also?

Thank you -

Vicky Music

From: Lori Graves [mailto:LGraves@spfwater.com]
Sent: Friday, November 27, 2009 8:40 AM
To: Music, Vicky
Cc: Scott King
Subject: Treehaven Application for Transfer 74686

Vicky,

Thank you for you inquiry regarding Transfer Application No. 74686. Applicants are currently in the process of selling a majority of the property to another party. Rather than amending the transfer application now, and then having to change it again in the near future, will you please put the transfer application on hold from processing for six months? The property sell should be completed within this hold period, at which time we will submit an amended transfer application addressing the ownership change and mitigation revisions.

Thank you for your attention to this matter Vicky.

Lori Graves
Water Rights Specialist
300 E. Mallard, Ste 350
Boise, ID 83706
208.383.4140 x219
fax 208.383.4156
e-mail lgraves@spfwater.com
www.spfwater.com

11/30/2009

Music, Vicky

From: Lori Graves [LGraves@spfwater.com]
Sent: Thursday, October 08, 2009 11:12 AM
To: Music, Vicky
Cc: Scott King
Subject: Treehaven

Vicky,

Thanks for your e-mail regarding Treehaven (Transfer No. 74686). The project has been sold and we are trying to contact the new owner to apprise them of the application issues. We will keep you posted of our progress. Thanks again Vicky.

Lori Graves
Water Rights Specialist
300 E. Mallard, Ste 350
Boise, ID 83706
208.383.4140 x219
fax 208.383.4156
e-mail lgraves@spfwater.com
www.spfwater.com

11/30/2009

Music, Vicky

From: Music, Vicky
Sent: Tuesday, September 22, 2009 3:29 PM
To: 'Lori Graves'
Subject: Treehaven application for transfer 74686

Hi Lori –

This transfer includes transferring part of 63-161AC for mitigation of app for permit 63-32996. However, due to the recent change in IDWR policy re new appropriations in B63, the app for permit can stand alone and mitigation is not needed.

Does the applicant want to amend the transfer app to no longer include mitigation? Please advise –

Thank you -

Vicky L. Music
Sr. Water Resource Agent
IDWR/Western Region
2735 Airport Way
Boise, Idaho 83705-5082
(208) 334-2190



SPF Water Engineering, LLC
water resource consultants

RECEIVED

JUN 06 2008

WATER RESOURCES
WESTERN REGION

June 5, 2008

Steve Lester
IDWR Western Region Office
2735 Airport Way
Boise, ID 83705

Subject: Change in Address
Treehaven, LLC

Dear Steve,

Enclosed on behalf of Treehaven, LLC, is a Change in Address form for application for permit no. 63-32996 and an accompanying application for transfer that were submitted to Western March 6, 2008.

Please let me know if there are any questions.

Sincerely,

Lori Graves
Water Rights Specialist

Enclosure

SPF file number: 129.0070

IDAHO DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT

848248
Office Use Only
Well ID No. 418193
Inspected by _____
Twp _____ Rge _____ Sec _____
1/4 _____ 1/4 _____ 1/4 _____
Lat: _____ Long: _____

1. WELL TAG NO. D 0052054
DRILLING PERMIT NO. 90/237-848248
Water Right or Injection Well No. 63-3399A

2. OWNER:

Name MDC, LLC (DOUGLAS CARNHAN-MANAGER)
Address 4042 W. CHINDEN BL
City MERIDIAN State ID Zip 83646

3. LOCATION OF WELL by legal description:

You must provide address or Lot, Blk, Sub. or Directions to well.

Twp. 4 North ☒ or South ☐
Rge. 1 East ☐ or West ☒
Sec. 22 1/4 SW 1/4 SE 1/4
Gov't Lot _____ County ADA

Lat: _____ Long: _____
Address of Well Site N. BASCOLN, 0.2 MILES N OF
CHINDEN City MERIDIAN

Lt. _____ Blk. _____ Sub. Name _____

4. USE:

☐ Domestic ☐ Municipal ☐ Monitor ☒ Irrigation
☐ Thermal ☐ Injection ☐ Other _____

5. TYPE OF WORK check all that apply

☐ New Well ☐ Modify ☐ Abandonment ☒ Other REPLACE

6. DRILL METHOD:

☐ Air Rotary ☐ Cable ☐ Mud Rotary ☒ Other REVERSE

7. SEALING PROCEDURES

Seal Material	From	To	Weight / Volume	Seal Placement Method
<u>BENTONITE</u>	<u>0</u>	<u>190</u>	<u>27,500</u>	<u>DRY POUR</u>

Was drive shoe used? ☐ Y ☒ N Shoe Depth(s) _____

Was drive shoe seal tested? ☐ Y ☒ N How? _____

8. CASING/LINER:

Diameter	From	To	Gauge	Material	Casing	Liner	Welded	Threaded
<u>16</u>	<u>+2</u>	<u>196</u>	<u>315</u>	<u>STEEL</u>	☒	☐	☒	☐
<u>16</u>	<u>236</u>	<u>247</u>	<u>315</u>	<u>STEEL</u>	☒	☐	☒	☐

Length of Headpipe _____ Length of Tailpipe 10'

Packer ☒ Y ☐ N Type _____

9. PERFORATIONS/SCREENS PACKER TYPE

Perforation Method _____

Screen Type & Method of Installation JOHNSON WIRE WRAP

From	To	Slot Size	Number	Diameter	Material	Casing	Liner
<u>196</u>	<u>236</u>	<u>.030</u>		<u>16</u>	<u>S.S.</u>	☒	☐
<u>247</u>	<u>287</u>	<u>.030</u>		<u>16</u>	<u>S.S.</u>	☒	☐

10. FILTER PACK

Filter Material	From	To	Weight / Volume	Placement Method
<u>#6-9 C/S S/S SAND</u>	<u>190</u>	<u>302</u>	<u>21,000</u>	<u>DRY POUR</u>

11. STATIC WATER LEVEL OR ARTESIAN PRESSURE:

23.7' ft. below ground Artesian pressure _____ lb.
Depth flow encountered _____ ft. Describe access port or control devices:
2" PIPE ON SIDE

12. WELL TESTS:

☒ Pump ☐ Bailor ☐ Air ☐ Flowing Artesian

Yield gal./min.	Drawdown	Pumping Level	Time
<u>2000</u>	<u>36</u>	<u>60</u>	<u>4 HRS</u>

Water Temp. _____ Bottom hole temp. _____

Water Quality test or comments: _____

Depth first Water Encounter _____

13. LITHOLOGIC LOG: (Describe repairs or abandonment)

Bore Dia.	From	To	Remarks: Lithology, Water Quality & Temperature	Y	N
<u>24</u>	<u>0</u>	<u>7</u>	<u>TO D SOIL</u>		☒
	<u>7</u>	<u>13</u>	<u>CLEARLY BURNT CLAY</u>		☒
	<u>13</u>	<u>31</u>	<u>SAND, RIVER Boulders</u>	☒	
	<u>31</u>	<u>44</u>	<u>BRN CLAY w/SM SAND LAYER</u>	☒	
	<u>44</u>	<u>57</u>	<u>BRN CLAY</u>	☒	
	<u>57</u>	<u>68</u>	<u>MED-COARSE SAND</u>	☒	
	<u>68</u>	<u>73</u>	<u>BRN CLAY</u>	☒	
	<u>73</u>	<u>77</u>	<u>FINE BRN SAND</u>	☒	
	<u>77</u>	<u>87</u>	<u>BRN CLAY</u>		☒
	<u>87</u>	<u>90</u>	<u>BRN SAND</u>	☒	
	<u>90</u>	<u>116</u>	<u>BRN CLAY w/SM SAND LAYER</u>	☒	
	<u>116</u>	<u>138</u>	<u>FINE-MED SAND w/SM CLAY LAYER</u>	☒	
	<u>138</u>	<u>149</u>	<u>BRN CLAY</u>		☒
	<u>149</u>	<u>178</u>	<u>FINE-COARSE SAND</u>	☒	
	<u>178</u>	<u>196</u>	<u>BRN CLAY w/SM SAND LAYER</u>	☒	
	<u>196</u>	<u>232</u>	<u>MED-COARSE SAND w/STREAKS PEA GRAVEL</u>	☒	
	<u>232</u>	<u>253</u>	<u>BRN CLAY w/SM COARSE SAND LAYER</u>	☒	
	<u>253</u>	<u>302</u>	<u>MED-COARSE SAND w/PEA GRAVEL</u>	☒	

RECEIVED

SEP 12 2007

WATER RESOURCES
WESTERN REGION

Completed Depth 297 (Measurable)

Date: Started 8-10-07 Completed 9-1-07

14. DRILLER'S CERTIFICATION

I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Company Name RIVERSIDE INC Firm No. 333

Principal Driller [Signature] Date 9-10-07

Driller or Operator II [Signature] Date 9-10-07

Operator I _____ Date _____

Principal Driller and Rig Operator Required.
Operator I must have signature of Driller/Operator II.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUN 06 2008

WATER RESOURCES
WESTERN REGION

CHANGE IN ADDRESS

This form can be used to notify the Department of a change in
address of the owners of record for the listed water rights.
(Please print or type)

[] Water Right Number(s): Application for Permit 63-32996 & Accompanying
Transfer Application 74686

[] Name(s): Treehaven, LLC

[] Old Mailing Address: 2242 E Riverwalk Dr., Ste 200, Boise, ID 83706

[] New Mailing Address: 3138 S Bown Way, Boise, ID 83706

Telephone Number: (208) 336 3430

[] Signature(s) of Owner(s) [Signature]

Manager

(Include your title if on behalf of company or organization)

Date: 6/5/08

Send to:

IDWR Northern Region
7600 Mineral Dr., Suite 100
Coeur d'Alene, ID 83815
(208) 762-2800

IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082
(208) 334-2190

IDWR Eastern Region
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718
(208) 525-7161

IDWR Southern Region
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380
(208) 736-3033

✓ Database updated 6-10-08 DB

No. W 40519	Due no later than June 30, 2008 Annual Report Form	2. Registered Agent and Office NO PO BOX DOUGLAS K CARNAHAN 4042 W CHINDEN BLVD MERIDIAN, ID 83646
Return to: SECRETARY OF STATE 450 NORTH FOURTH STREET PO BOX 83720 BOISE, ID 83720-0080	1. Mailing Address - Correct in this box, if applicable TREEHAVEN, LLC 4042 W CHINDEN BLVD MERIDIAN, ID 83646	3. New Registered Agent Signature
NO FILING FEE IF RECEIVED BY DUE DATE		
4. Limited Liability Companies: Enter Names and Addresses of Managers.		
Office held MANAGER - MANAGER - MANAGER -	Name Douglas K. Carnahan, S. O'Neill, Derick O'Neill,	Street or P.O. Address 4042 W. Chinden Blvd 100 N. 9th St #200 3138 S. Brown Way
	City Meridian Boise Boise	State ID ID ID
		Zip 83646 83702 83706
5. Organized Under the Laws of: IDAHO W 40519	6. Signature 	Date 4/14/08 Title MANAGER
Name (Typed or Printed) Douglas K. Carnahan		200806006912

Do Not Tape or Staple

Issued 04/01/2008



SPF Water Engineering, LLC
water resource consultants

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MAR 07 2008

WATER RESOURCES
WESTERN REGION

March 6, 2008

Steve Lester
IDWR Western Region Office
2735 Airport Way
Boise, ID 83705

Subject: Application for Permit
Application for Transfer

Dear Steve,

Enclosed on behalf of Treehaven, LLC, is an *Application for Permit* to develop a water right for three proposed ponds. Mitigation for the evaporative consumptive use resulting from the ponds, along with a permissible place of use for the remaining irrigation, is proposed on the accompanying *Application for Transfer*. As specified on the transfer application, Doug Carnahan owns a portion of rights 63-3399A and 63-9405, which will need split accordingly. Mr. Carnahan's water right portions will remain included in the transfer proposal because his property will be served by Treehaven's irrigation system.

The fee for the application for permit is \$370 and the fee for the application for transfer is \$330; please find a check for \$700 enclosed.

Please let me know if there are any questions concerning these proposals.

Sincerely,

Lori Graves
Water Rights Specialist

Enclosures

SPF file number: 129.0070