

RECEIVED

JUL 22 2009

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

WATER RESOURCES
WESTERN REGION1. Name of applicant(s) Seven NeighborsPhone 208-880-9257Name connector (check one): ☐ and ☐ or ☐ and/orMailing address: 9252 HWY 20-26City Caldwell

State ID _____

Zip 83605Email: sdsand@clearwire.net2. Source of water supply Ground Waterwhich is a tributary of N/A

3. Location of point(s) of diversion:

Twp	Rge	Sec	Govt Lot	¼	¼	¼	County	Source	Local name or tag #
4N	2W	35		NW	NW		Canyon		

4. Water will be used for the following purposes:

Amount .14 for irrigation purposes from 3-1 to 11-15 (both dates inclusive)
(cfs or acre-feet per year)Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year)Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year)Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year)5. Total quantity to be appropriated is (a) 0.14 cubic feet per second (cfs) and/or (b) _____ acre-feet per year (af).

6. Proposed diverting works:

a. Describe type and size of devices used to divert water from the source. well pump & pipe lineb. Height of storage dam N/A feet; active reservoir capacity N/A acre-feet; total reservoir capacity N/A acre-feet. If the reservoir will be filled more than once each year, describe the refill plan in item 12.c. Proposed well diameter is 6 inches; proposed depth of well is 150 feet.d. Is ground water with a temperature of greater than 85°F being sought? NO 200 ft See email.e. If well is already drilled, when? N/A; drilling firm N/AWell was drilled for (well owner) N/A; Drilling Permit No. N/A7. Time required for completion of works and application of water to proposed beneficial use is 2 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. N/Ab. Stockwatering; list number and kind of livestock. N/Ac. Municipal; show name of municipality or the applicant's qualifications as a municipal provider. N/Ad. Domestic; show number of households. N/Ae. Other; describe fully. N/A

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	
4N	2W	35						4.5											4.5

Total number of acres to be irrigated: 4.5

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? Pioneer irrigation gate 15, 7th lateral does give this parcel water rights but this parcel is at the end of the canals and water is not regular and does not reach the eastern part of property where well will be.
11. a. Who owns the property at the point of diversion? Applicants
- b. Who owns the land to be irrigated or place of use? Applicants
- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: N/A
12. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary. This east end of this parcel has been planted and is at the end of the currant irrigation system. The availability of irrigation water is sporadic and unpredictable. The West end has never had water available. We are willing use the irrigation water when available . We would appreciate being able to use ground water when the irrigation water is not available.
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.

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.

David L Sanderson Steve Law
 Signature of Applicant
Lori L. Sanderson - President STEVE LAW
 Print Name (and title, if applicable)

Lisa K. Carey
 Signature of Applicant
LISA K. CAREY Secretary
 Print Name (and title, if applicable)

For Department Use:

Received by DB Date 7-22-09 Time 12:00 PM Preliminary check by JFW
 Fee \$ 100 - Receipted by DB Receipt No. W037719 Date 7-22-09

OPERATING AGREEMENT OF SEVEN NEIGHBORS, LLC

THIS OPERATING AGREEMENT OF SEVEN NEIGHBORS, LLC, is entered into effective as of December 22, 2005, by and among Lori L. Sanderson, Scott D. Sanderson, Randall W. Parker, Lynette D. Parker, Robert W. Carey, Lisa K. Carey, Mary M. McCombs, Steven A. Tolman, Sarah M. Tolman, Aaron Croft, Diane Croft, Steve R. Law, and Monica A. Law.

ARTICLE I **ORGANIZATION**

1.01 Organization

The Members hereby agree to organize the Company as an Idaho limited liability company pursuant to the provisions of the Idaho Act and upon the terms and conditions set forth in this Agreement. This Agreement supercedes any prior agreements and/or understandings of the Members with respect to matters set forth herein and sets forth the relevant rights, powers, duties, and obligations of the Members. In connection with the execution of this Agreement, the Managing Members are hereby authorized to execute, acknowledge and/or verify such documents and/or instruments as may be necessary and/or appropriate in order to continue the existence of the Company in accordance with the provisions of the Idaho Act.

1.02 Initial Distribution of Shares

The Company shall issue two hundred forty Shares (240) to the Members to hold individually or jointly in accordance with their ownership interest in the Company.

1.03 Voting

Members shall have one Vote per Share. Members holding Shares jointly must vote as a single entity and not individually.

1.04 Names and Addresses of the Initial Members

The names and addresses of the initial Members and their amount of Shares are set forth on Exhibit A, attached hereto.

1.05 Name of Company; Registered Office and Agent

The name of the Company is "Seven Neighbors, LLC". The Company's initial registered office and the name of the initial registered agent shall be set forth in the filing with the Idaho Secretary of State as required by the Idaho Act. The Managing Members may relocate the principal office from time to time.

1.06 Principal Place of Business

The principal office of the Company shall be at 9252 Highway 20/26, Caldwell, ID 83606. The Managing Members may relocate the principal office from time to time.

1.07 Purpose of Business

The express, limited and only purposes for which the Company is to exist are (1) to acquire certain unimproved real property consisting of approximately fifteen (15) acres located at 18872 Franklin Blvd, County of Canyon, Idaho (the Property); (2) to obtain any and all entitlements and /or other approvals necessary for the development of the Property for residential uses; (3) to own, hold for investment, sell, exchange, transfer or otherwise dispose of, and/or realize the economic benefits from the Property; and (4) to do all things incidental to or in furtherance of the above-enumerated purposes.

1.08 Fiduciary Duties

No Member shall have any obligations with respect to the Company or to the other Members insofar as making other investment opportunities available to the Company or to the other Members. Each Member may engage in whatever activities such Member may choose, whether the same are cooperative with the Company or otherwise, without having or incurring any obligation to offer any interest in such activities to the Company or to the other Members. Neither this Agreement nor any activities undertaken pursuant hereto shall prevent any Member from engaging in such activities, and the fiduciary duties of the Members to each other and to the Company shall be limited solely to those arising from the purposes of the Company described in Section 1.05 above.

1.09 Term of Company

The Articles of Organization were filed with the Secretary of State on December 23, 2005, and the Company shall continue until the Property has been developed for residential purposes or unless terminated pursuant to this Agreement.

ARTICLE II
MANAGEMENT OF THE COMPANY

2.01 Management by Managing Members

The Company shall be managed by no more than seven Managing Members. Members shall have an initial meeting to vote in the Managing Members. A Member must receive thirty-four (34) Votes in order to become a Managing Member. Except as set forth in Section 2.02 and Section 2.03 below or elsewhere in this Agreement, the Managing Members shall have the full and complete charge of all affairs of the Company, and the management and control of the Company's business shall rest exclusively with the Managing Members. All conveyances of title to Company property or any interest

therein, loan documents, agreements, contracts, and any and all other documents and/or instruments affecting or relating to the business and affairs of the Company may be executed on the Company's behalf by any two (2) Managing Members, without execution by the other Managing Members. The Managing Members shall devote such time to the Company as is necessary, in the sole and absolute discretion of the Managing Members, for the efficient operation of the Company's business. Nothing contained herein shall prevent any Managing Member or any of such Member's representatives, agents, employees or affiliates from devoting time to other businesses, whether or not similar in nature to the business of the Company. Decisions by the Managing Members regarding management of the Company require a majority of the Managing Members' approval. If there is an even number of Managing Members and no majority decision can be reached, then any one of the Managing Members may call for a meeting of all the Members to Vote on the decision. A majority of the Votes by the Members of the Company is required to make the decision.

2.02 Acts Requiring Approval of Members

The Managing Members shall have no authority to bind the Company or to take action on behalf of the Company as to the following matters without first obtaining three-fourths (3/4) of the Votes of the Members:

1. **Amendments to the Agreement:** Any amendment to this Agreement.
2. **Financing:** Obtaining any financing or refinancing for the Company in amounts exceeding sixty-five percent (65%) of the value of the Property.
3. **Lien:** Hypothecating, mortgaging, pledging, or granting any security interest in the assets of the Company, or executing on behalf of the Company any mortgage, deed of trust, security agreement, financing statement or otherwise, relating to financing for the development of the Property.
4. **Litigation:** Instituting, prosecuting, defending, settling, compromising and/or dismissing any lawsuit or other judicial or administrative proceedings or arbitration brought on behalf of or against the Company or the Members in connection with any activities arising out of, connected with, or incidental to, the Company.
5. **Merger, Consolidation or Venture:** The entry into by the Company of any merger, consolidation, partnership, joint venture, limited liability company or other material corporate transaction.
6. **Bankruptcy:** The entry into by the Company of any bankruptcy proceeding.
7. **Sale:** Selling, exchanging, liquidating or otherwise disposing of or transferring all or any portion of the Property.

8. **Budget:** Approving or adopting the initial budget, or, thereafter, approving any material change or modification to the budget; provided, however, if the Company is required to make an expenditure that would constitute a material change or modification to an approved amount in order to respond to an emergency situation which threatens damage to the Property or injury to persons or which threatens to significantly delay construction of any portion of the Property, the Managing Members may approve such emergency expenditure and advise the Members of that fact as soon as reasonably practical under the circumstances. A "material change or modification" to the budget requiring approval of the Members hereunder shall mean any change or modification to the budget that either (1) increases the line item in the previously approved budget by more than 10%, or (2) increases the total cost of the project as set forth in the previously approved budget by more than 10%.
9. **Development Plans:** Approving or adopting plans for the Property, or, thereafter, approving or adopting any material change or modification to the plans.
10. **Possess Company Property:** Possessing the Property or assigning the rights of the Company to the Property for other than the purposes set forth herein.
11. **Dissolution:** The dissolution or liquidation of the Company (other than any dissolution or liquidation resulting under Section 7.01.)
12. **Extending Credit:** The extension by the Company of credit or the making by the Company of any loans or becoming a surety, guarantor, endorser or accommodation endorser for any person or entity.
13. **Change of Managing Members:** Changing one or all of the Managing Members.
14. **Other Matters:** Any other matters requiring the affirmative vote of all the Members under the terms of this Agreement.

2.03 Consents and Approvals

Whenever a Managing Member desires to take any proposed action which requires the approval of the Members hereunder and such Managing Member seeks and requests such approval without a meeting, then such Managing Member shall give written notice thereof to the Members, describing such proposed action in sufficient detail to enable the Members to exercise an informed judgment with respect thereto. As soon as practicable thereafter, each Member shall give the Managing Members written notice as to how that Member wishes to place their Votes regarding the proposed action. If any Member fails to respond (as provided herein) on or before the tenth (10th) day following receipt of such written notice of any such action proposed by the Managing Member, then such non-responding Member shall be conclusively presumed to have approved the action. If written notice is provided to each Member requesting approval of an action

requiring approval of three-fourths (3/4) of the Members, once sufficient Votes in favor of the action have been obtained, the proposed action is approved and the Managing Member may initiate the proposed action.

2.04 Meetings

There shall be an initial meeting of the members to approve this Agreement and to vote for the Managing Members. No other meetings shall be required. However, meetings may be called by any Member for the purpose of discussing and/or voting on the matters described in Section 2.02. Any such meetings shall be held at such place (or by telephone conference), on such day and at such time as are mutually convenient for the Members.

2.05 Fees and Reimbursements

Neither the Members, Managing Members, nor the Officers of the Company (if any) or their respective affiliates and/or representatives shall be paid any compensation for rendering services to the Company.

2.06 Designation of Officers

The Managing Members may, from time to time, designate officers of the Company and delegate to such officers such authority and duties as the Managing Members may deem advisable and may assign titles to any such officer. Designation of an officer requires a majority vote of the Managing Members, with each Managing Member receiving one vote. Unless the Managing Members otherwise determine, if the title assigned to an officer of the Company is one commonly used for officers of a business corporation formed under the Idaho Corporations Code, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are customarily associated with such office pursuant to the Idaho Corporations Code. Any number of titles may be held by the same officer. Any officer to whom a delegation is made pursuant to the foregoing shall serve in the capacity delegated unless and until such delegation is revoked by a majority of the Managing Members or such officer resigns.

2.07 Budget

The Managing Members shall prepare or cause to be prepared the initial budget for the development of the Property and submit the budget to the Members for approval.

2.08 Plans

The Managing Members shall prepare or cause to be prepared all preliminary and final plats, surveys, engineering plans, renderings and drawings; pressurized irrigation system plans; construction drawings and plans; and other plans and drawings as required or necessary to complete the development of the Property.

ARTICLE III
MEMBERS' CONTRIBUTIONS TO COMPANY

3.01 Initial Capital Contributions

With the execution and delivery of this Agreement, the Members shall be obligated to make the initial capital contributions disclosed on Schedule A attached hereto by December 30, 2005. It is contemplated that purchasing and developing the Property will exceed Seven Hundred Fifty Thousand Dollars (\$ 750,000.00). The Company is authorized to accept capital contributions in the amount necessary to purchase and develop the Property. Any and all contributions made by the Members shall be credited to the respective Capital Accounts of the Members as and when such contributions are made.

3.02 Additional Capital Contributions

Contributions in excess of the initial contributions set forth in Schedule A, shall be set forth in the Company's initial budget to be prepared in accordance with Section 2.07. If the Company otherwise has insufficient funds to meet its current or projected financial requirements, then the Members shall be obligated to contribute to the capital of the Company, in cash and in proportion to their respective ownership Interests as determined by the number of Shares they hold individually or jointly, an amount sufficient to satisfy such cash deficit. Any and all contributions made to the capital of the Company by any Member pursuant to this Section 3.02 shall be credited to the Capital Account and Additional Contribution Account of such Member as and when any such additional contribution is made.

3.03 Remedy for Failure to Contribute Capital

If any Member (the "non-contributing Member") fails to contribute all or any portion of the capital contribution required to be made by such Member pursuant to Section 3.02, within thirty (30) days after a determination that the additional contributions are due, then the other Members, as such Members' sole and exclusive remedy pursuant to this Agreement, shall have the right to the following option in the manner set forth below in this Section 3.03:

The contributing Members shall have the right to buy out the non-contributing Member's interest in the Company for fifty percent (50%) of the non-contributing Member's capital contributions as reflected in the non-contributing Member's Capital Account or Additional Contribution Account. The contributing Members shall provide the cash to buy out the non-contributing Member in proportion to their ownership Interest in the Company or otherwise as agreed to by sixty percent (60%) of the contributing Members Votes, except that no Member shall be forced to participate in the buy out of the non-contributing Member.

3.04 Capital Contributions in General

Except as otherwise expressly provided in this Agreement, (a) no part of the contributions of any Member to the capital of the Company may be withdrawn by such Member, (b) no Member shall be entitled to receive interest on such Member's contributions to the capital of the Company, (c) no Member shall have the right to demand or receive property other than cash in return for such Member's contribution to the Company, except as provided in Section 5.01, and (d) no Member shall be required or be entitled to contribute additional capital to the Company other than as permitted or required by Article III.

ARTICLE IV **ALLOCATION OF GAIN AND LOSSES**

4.01 Allocation of Gain

All gain or losses attributable to the purchase and development of the Property shall be allocated to the Members through the distribution of property as described in Section 5.01.

ARTICLE V **DISTRIBUTIONS**

5.01 Distribution of the Property

The Property shall be distributed to the Members in accordance with the following provisions:

1. Upon the acceptance of the Property being platted by Canyon County, the Property shall be distributed to the Members according to the number of Shares each Member, or Members holding Shares jointly, have and in the order set forth in Section 5.01(2). For every ten (10) Shares that a Member or Members holding Shares jointly have, that Member or Members shall be entitled to one-half (½) acre of the Property.
2. The Members, or Members holding Shares jointly, shall select the entire amount of the distribution of the Property (to which they are entitled) according to the number of Shares they hold, in the following order:
 - a. Scott and Lori Sanderson
 - b. Robert and Lisa Carey
 - c. Steve and Monica Law
 - d. Randall and Lynette Parker
 - e. Aaron and Diane Croft
 - f. Steven and Sarah Tolman

- g. Mary M. McCombs
3. Upon the Property being annexed into Nampa city and re-platted, the Property shall be distributed to the Members based upon the number of Shares each Member, or Members holding Shares jointly, have and in the order set forth in Section 5.01(4). For every ten (10) Shares that a Member or Members holding Shares jointly have, that Member or Members shall be entitled to one-half (½) acre of the Property.
4. The Members, or Members holding Shares jointly, shall choose their distributions in the order and amounts as set forth below:
- a. Scott and Lori Sanderson - One and One-Half (1½) acre lot.
 - b. Robert and Lisa Carey - Two (2) acre lot.
 - c. Steve and Monica Law - One (1) acre lot.
 - d. Randall and Lynette Parker - One (1) acre lot.
 - e. Aaron and Diane Croft - One (1) acre lot.
 - f. Steven and Sarah Tolman - One-Half (½) acre lot.
 - g. Mary M. McCombs - One-Half (½) acre lot.
 - h. Scott and Lori Sanderson - Three (3) One-Half (½) acre lots.
 - i. Robert and Lisa Carey - One-Half (½) acre lot.
 - j. Steve and Monica Law - One (1) acre lot.
 - k. Randall and Lynette Parker - One (1) acre lot.
 - m. Mary M. McCombs - One-Half (½) acre lot.
5. Any persons that are Members, but not listed as an Initial Member on Exhibit A (non-initial Members), shall choose their distributions after all those Members who are listed as Initial Members on Exhibit A have chosen their distributions in the order set forth in Section 5.01(2) and 5.01(4), and in the order of seniority in the Company among any other non-initial Members. The non-initial Members shall choose their entire distributions, which they are entitled to according to the number Shares which they hold, when it is their turn to choose.
6. Upon the failure of the event described in Section 5.01(1) within one (1) year of the signing of this Agreement, the Members shall convene a meeting to determine how to proceed with the development and distribution of the Property. Any decision regarding the development or distribution of the Property at this meeting must be made by sixty percent (60%) of the Votes.

ARTICLE VI

RESTRICTIONS ON TRANSFERS OF COMPANY INTERESTS

6.01 Limitation on Transfer

No Member shall be entitled to sell, exchange, assign, transfer, or otherwise

dispose of, pledge, hypothecate, encumber or otherwise grant a security interest in, directly or indirectly, less than ten (10) Share increments. Any attempted transfer, encumbrance or withdrawal in violation of the restrictions set forth in this Article VI shall be null and void *ab initio* and of no force or effect.

6.02 Partition

No Member shall have the right to partition any assets of the Company or any interest therein, nor shall a Member make application or proceeding for a partition thereto and, upon any breach of the provisions of this Section 6.02 by any Member, the other Members (in addition to all rights and remedies afforded by law or equity) shall be entitled to a decree or order restraining or enjoining such application, action or proceeding. No Member shall file a lis pendens or any other document affecting title to the Property or the ability of the Company to transfer its real property. In the event a Member files a lis pendens or other such document, the Company shall be entitled to have an immediate order from a court of competent jurisdiction issued removing such lis pendens or other document from the public records and declaring the same null and void *ab initio*.

ARTICLE VII
DISSOLUTION AND WINDING UP OF THE COMPANY

7.01 Dissolution of the Company

In the event of any Member's bankruptcy, retirement, resignation, expulsion or other cessation to serve or the admission of any new Member into the Company, the Company shall not dissolve, but the business of the Company shall continue without interruption and without any break in continuity. The Company shall be dissolved upon the first to occur of: (1) the sale, transfer or other disposition of the Property and the collection by the Company of any and all proceeds therefrom; (2) the affirmative Vote of all the Members to dissolve the Company; or (3) the entry of a decree of judicial dissolution pursuant to Section 53-643 of the Idaho Act.

7.02 Winding up of the Company

Upon the liquidation of the Company, the Managing Members shall proceed to the winding up of the affairs of the Company and the assets shall be liquidated as promptly as consistent with obtaining a fair value therefore. During such winding up process, the net profits and net losses shall continue to be shared by the Members in accordance with this Agreement. Any proceeds remaining following the liquidation of the assets of the Company shall be applied and distributed by the Company on or before the end of the taxable year of such liquidation or, if later, within ninety (90) days after such liquidation, in the following order:

1. To creditors of the Company, including, without limitation, any Members that are

SCHEDULE A

Name and Initial Capital Contribution

1. Scott and Lori Sanderson - One Hundred Thousand Dollars (\$100,000.00).
2. Robert and Lisa Carey - Thirty-One Thousand Two Hundred Fifty Dollars (\$31,250).
3. Steve and Monica Law - Seventy-Five Thousand Dollars (\$75,000.00).
4. Randall and Lynette Parker - Twenty-Five Thousand Dollars (\$25,000.00).
5. Aaron and Diane Croft - Twelve Thousand Five Hundred Dollars (\$12,500.00).
6. Steven and Sarah Tolman - Six Thousand Two Hundred Fifty Dollars (\$6,250).
7. Mary M. McCombs - Twelve Thousand Five Hundred Dollars (\$12,500.00).

EXHIBIT A

Name	Address	Shares
Scott and Lori Sanderson	9252 Hwy 20/26 Caldwell, ID 83605	Sixty (60) Shares held jointly
Robert and Lisa Carey	18914 Midland Blvd Nampa, ID 83687	Fifty (50) Shares held jointly
Steve and Monica Law	8163 Watercress Ave Nampa, ID 83687	Forty (40) Shares held jointly
Randall and Lynette Parker	6401 E. Shellbrook Dr. Nampa, ID 83687	Forty (40) Shares held jointly
Aaron and Diane Croft	16801 N. Waterford Way Nampa, ID 83687	Twenty (20) Shares held jointly
Steven and Sarah Tolman	7769 Arlington Dr. Nampa, ID 83687	Ten (10) Shares held jointly
Mary M. McCombs	2211 N. Schreiner Star, ID 83669	Twenty (20) Shares
Totals:		Two Hundred Forty Shares (240)

creditors, all in order of priority as provided by law;

2. To the Members in proportion to, and to the extent of, the positive balance standing in each such Member's Capital Account.
3. To the Members in proportion to their respective Interests as determined by the amount of Shares they hold individually or jointly.

ARTICLE VIII

BOOKS AND RECORDS

8.01 Books of Account and Bank Accounts

The fiscal year and taxable year of the Company shall be the year ending December 31. The Company books and records shall be maintained on a cash or accrual basis, as determined by the Managing Members. During normal business hours at the principal office of the Company in Idaho all of the following shall be made available for inspection and copying by all of the Members at their own expense for any reason reasonably related to each such Member's interest in the Company: (1) true and full information regarding the status of the business and financial condition of the Company; (2) a current list of the name and last known address of each Member; (3) a copy of this Agreement, the Articles of Organization and all amendments thereto; (4) the amount of cash and a description and statement of the agreed value of any other property or services contributed by each Member to the capital of the Company and which each Member has agreed to contribute in the future; and (5) the date upon which each Member became a Member of the Company. All receipts, funds and income of the Company shall be deposited into a bank account selected by the Managing Members.

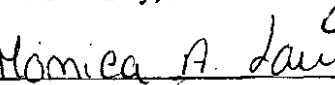
8.02 Tax Returns and Financial Statements

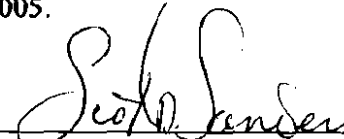
Within ninety (90) days after the close of each fiscal year, the Managing Members shall cause to be prepared and timely filed and distributed to each Member, at the expense of the Company, all required federal and state Company tax returns.

DATED this 27 day of December, 2005.

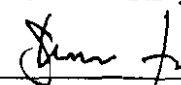

Lori L. Sanderson, Member


Lisa K. Carey, Member

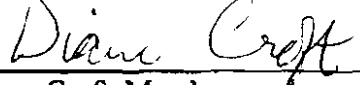

Monica A. Law, Member

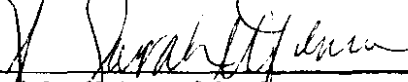

Scott D. Sanderson, Member

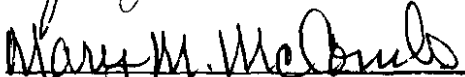

Robert W. Carey, Member

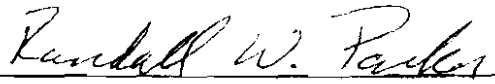

Steve R. Law, Member

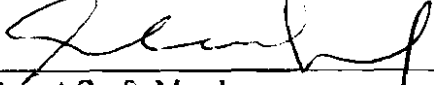

Lynette D. Parker, Member

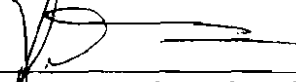

Diane Croft, Member


Sarah M. Tolman, Member


Mary M. McCombs, Member


Randall W. Parker, Member


Aaron Croft, Member


Steven A. Tolman, Member

December 22, 2005

Minutes of organizational meeting

Those in attendance:

Scott and Lori Sanderson
Randy and Lynette Parker
Maxine McCombs

Robert and Lisa Carey
Aaron and Diane Croft

Steve and Monica Law
Steven and Sarah Tolman

We the perspective members, have reviewed and evaluated the operating agreement of the LLC (to be called Seven Neighbors) and agree to all its contents.

Lori J. Sanderson	Maxine McCombs	Lisa Carey
Scott Sanderson	Diane Croft	Steven Tolman
Randy Parker	Robert Carey	Steve Law
Monica Law	Aaron Croft	Sarah Tolman
Robert W. Carey		

We voted for the managing members of the company, voting was unanimous. The managing members are as follows.

Lori Sanderson, Lisa Carey, Steve Law, Lynette Parker, Diane Croft, Sarah Tolman, Maxine McCombs

We closed the meeting.

Lori J. Sanderson	Maxine McCombs	Lisa K. Carey
Scott Sanderson	Diane Croft	Steven Tolman
Randy Parker	Robert Carey	Steve Law
Monica Law	Aaron Croft	Sarah Tolman
Robert W. Carey		

Operating Agreement of Seven Neighbors. LLC

1. Amendment to Shares: Due to the loss of 2 acres of land to the Bureau of Reclamation, it is necessary to adjust the shares to reflect the change in acreage of land that is divided among the Seven Neighbors LLC. The overall loss is 40 Shares. The new distribution will be as follows;

AMENDED EXHIBIT A

Name	Address	Shares
Scott and Lori Sanderson	9252 Hwy 20/26 Caldwell, ID 83605	Forty (40) shares held jointly
Robert and Lisa Carey	7823 E Homestead Ln Nampa, ID 83687	Forty (40) shares held jointly
Steve and Monica Law	8163 Watercress Ave Nampa, ID 83687	Forty (40) shares held jointly
Randall and Lynette Parker	5889 Ustiek Rd Nampa, ID 83687	Thirty (30) shares held jointly
Aaron and Diane Croft	1640 E Oakcrest Dr Meridian, ID 83646	Twenty (20) shares held jntly
Steven and Sarah Tolman	8313 Gallatin Dr Nampa, ID 83687	Ten (10) shares held jointly
Mary M. McCombs	2211 N Schreiner Star, ID 83669	Twenty (20) shares held jntly
Totals:		Two Hundred Shares (200)

We have reviewed and agree with the new share distribution Dated: _____

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

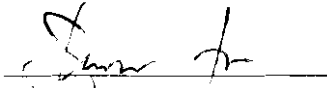
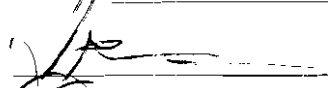
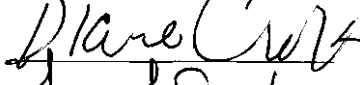
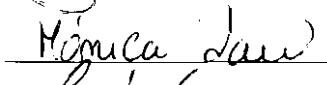
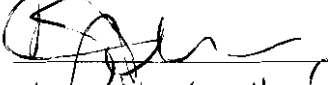
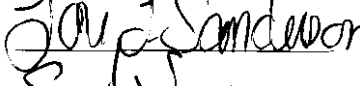
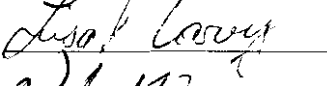
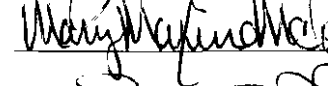
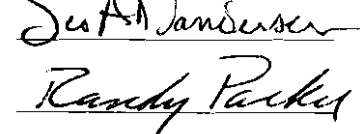
Operating Agreement of Seven Neighbors. LLC

1. Amendment to Shares: Due to the loss of 2 acres of land to the Bureau of Reclamation, it is necessary to adjust the shares to reflect the change in acreage of land that is divided among the Seven Neighbors LLC. The overall loss is 40 Shares. The new distribution will be as follows;

AMENDED EXHIBIT A

Name	Address	Shares
Scott and Lori Sanderson	9252 Hwy 20/26 Caldwell, ID 83605	Forty (40) shares held jointly
Robert and Lisa Carey	7823 E Homestead Ln Nampa, ID 83687	Forty (40) shares held jointly
Steve and Monica Law	8163 Watercress Ave Nampa, ID 83687	Forty (40) shares held jointly
Randall and Lynette Parker	5889 Ustick Rd Nampa, ID 83687	Thirty (30) shares held jointly
Aaron and Diane Croft	1640 E Oakcrest Dr Meridian, ID 83646	Twenty (20) shares held jntly
Steven and Sarah Tolman	8313 Gallatin Dr Nampa, ID 83687	Ten (10) shares held jointly
Mary M. McCombs	2211 N Schreiner Star, ID 83669	Twenty (20) shares held jntly
Totals:		Two Hundred Shares (200)

We have reviewed and agree with the new share distribution Dated: _____

**AMENDED
ARTICLE V
DISTRIBUTIONS**

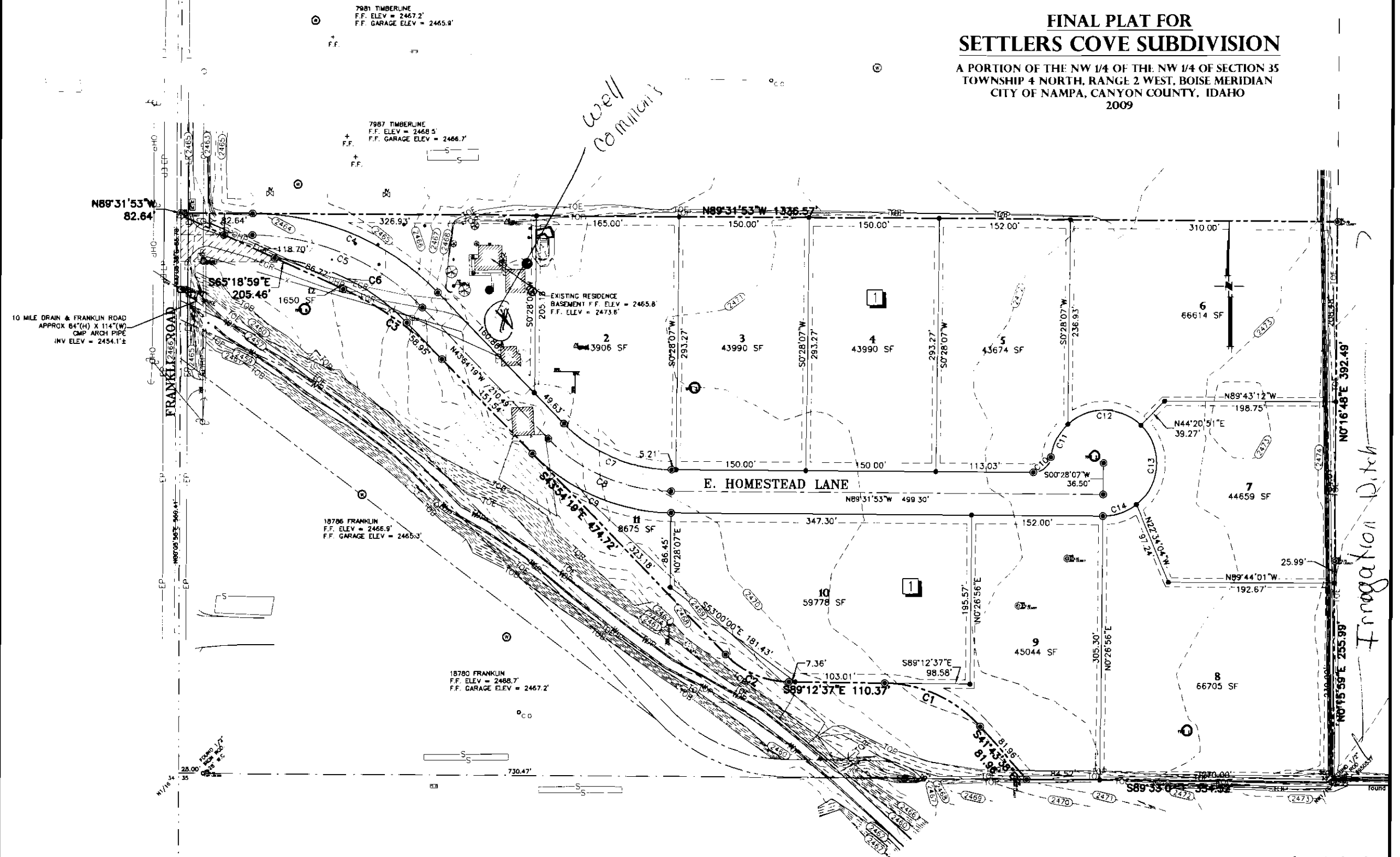
4. The Members, or Members holding shares jointly, shall choose their distributions in the order and amounts as set forth below:

- a. Scott and Lori Sanderson – One and One-Half acre lot.
- b. Robert and Lisa Carey – One -Two acre lot
- c. Steve and Monica Law – One acre lot
- d. Randall and Lynette Parker – One acre lot
- e. Aaron and Diane Croft – One Half acre lot
- f. Steven and Sarah Tolman – One-Half acre lot
- g. Mary M McCombs – One-Half acre lot
- h. Scott and Lori Sanderson – One – Half acre lot
- i. Steve and Monica Law – One acre lot
- j. Randall and Lynette Parker – One – Half acre lot
- k. Aaron and Diane Croft – One Half acre lot
- l. Mary M McCombs – One – Half acre lot

These are the changes that incurred when the shares changed. However I believe this part of the process is already complete

FINAL PLAT FOR SETTLERS COVE SUBDIVISION

A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 35
TOWNSHIP 4 NORTH, RANGE 2 WEST, BOISE MERIDIAN
CITY OF NAMPA, CANYON COUNTY, IDAHO
2009



DRAWING NO: C07012_02_FP.DWG SHEET NO. 1 OF 3



63-33239

Buffington, Denise

From: Buffington, Denise
Sent: Thursday, February 11, 2010 12:19 PM
To: 'legals@idahopress.com'
Subject: LEGAL NOTICE
Attachments: Canyon County - Cover Letter.Doc; Canyon County Ads - Combined.Doc

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

Thank you in advance,

Denise Buffington
Administrative Assistant
Dept of Water Resources
Western Region

February 11, 2010

LEGAL NOTICE DEPARTMENT

PRESS-TRIBUNE
PO BOX 9399
NAMPA, ID 83652

RE: Transfer No. 76094
Water Right No(s). 63-10118, 63-2849

RE: Application For Permit No(s).: 63-33239, 63-33240 and 63-33299

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 3/8/2010. 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:

63-33239

SEVEN NEIGHBORS
9252 HWY 20-26
CALDWELL, ID 83605

Point of Diversion NWNW S35 T04N R02W CANYON County Source GROUND WATER Tributary

Use: IRRIGATION 03/01 to 11/15 0.14 CFS

Total Diversion: 0.14 CFS

Date Filed: 7/22/2009

Place Of Use: IRRIGATION

T04N R02W S35 NWNW

Total Acres: 4.5

Water bearing zone to be appropriated is from 100 to 200 feet.

63-33240

TOM POINTS
KARI FREDERICK POINTS
26600 GAIL LN
MIDDLETON, ID 83644

Point of Diversion NESE S21 T05N R02W CANYON County Source GROUND WATER Tributary

Use: IRRIGATION 03/01 to 11/15 0.08 CFS

Total Diversion: 0.08 CFS

Date Filed: 7/24/2009

Place Of Use: IRRIGATION

T05N R02W S21 NESE

Total Acres: 4

Water bearing zone to be appropriated is from 150 to 180 feet.

63-33299

J C WATSON CO INC
PO BOX 300
PARMA, ID 83660

Point of Diversion SENW S35 T05N R04W CANYON County Source GROUNDWATER Tributary

Point of Diversion SWNW S35 T05N R04W CANYON County Source GROUNDWATER Tributary

Use: IRRIGATION 03/01 to 11/15 2.74 CFS

Total Diversion: 2.74 CFS

Date Filed: 11/23/2009

Place Of Use: IRRIGATION

T05N R04W S35 NW (ALL)

Total Acres: 137

Water bearing zone to be appropriated is from 75 to 230 feet. Proposes primary or supplemental irrigation, dependent on crop requirements each year.

PROPOSED CHANGE OF WATER RIGHT(S)

Charles &/or Harriet Siewert of 17734 Lonkey Ln., Caldwell, ID 83607 filed Application No. 76094 to transfer two water rights with 1951 and 1983 priority dates from ground water totaling 1.22 cfs. The purpose of the transfer is to add a second well to the irrigation system to provide flexibility and efficiency. Water will be used at the current place of use approximately 0.25 miles northeast of Homedale Road where it crosses Deer Flat North Canal.

Permits will be subject to all prior water rights. Protests against permit applications may be submitted based on the criteria of Idaho Code § 42-203A. For specific details regarding the application, please contact the Idaho Department of Water Resources (IDWR) Western Region at 208-334-2190 or visit www.idwr.idaho.gov with detail provided under "new water right applications." Protests may be submitted based on the criteria of Sec 42-222, Idaho Code. Any protest against the proposed change must be filed with the Director, IDWR Western Region, 2735 Airport Way, Boise ID 83705-5082 together with a protest fee of \$25.00 for each application on or before March 8, 2010. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Interim Director
Published on 2/18 & 2/25/2010

Westra, John

From: Lori Sanderson [sdsand@clearwire.net]
Sent: Tuesday, February 02, 2010 3:57 PM
To: Westra, John
Subject: Re: Water permit application

John

After our conversation I believe that 100 to 200 Ft. would be appropriate.

Thank you so much for all our help

Lori Sanderson

On Mon, Feb 1, 2010 at 10:33 AM, Westra, John <John.Westra@idwr.idaho.gov> wrote:

Seven Neighbors:

I am working on your water application.

It looks good, however I need the proposed water bearing zone for the well. From our area well logs, it looks like 100 to 200 ft. would be a good approximation for a water bearing zone. You may want to consider proposing a well depth greater than 150 ft (on your application).

This information is not set in stone only approximations.

Let me know the water bearing zone you would like.

Thanks,
John Westra,
Dept of Water Resources; phone 334-2190.

2/2/2010

Westra, John

From: Westra, John
Sent: Monday, February 01, 2010 10:33 AM
To: 'sdsand@clearwire.net'
Subject: Water permit application

Seven Neighbors:

I am working on your water application.

It looks good, however I need the proposed water bearing zone for the well. From our area well logs, it looks

like 100 to 200 ft. would be a good approximation for a water bearing zone.

You may want to consider proposing a well depth greater than 150 ft (on your application).

This information is not set in stone only approximations.

Let me know the water bearing zone you would like.

Thanks,
John Westra,
Dept of Water Resources; phone 334-2190.