

**STARTING
LEFT
SIDE OF
FILE**

State of Idaho
Department of Water Resources
Permit to Appropriate Water

NO. 85-15690

Priority: March 09, 2007

Maximum Diversion Rate: 0.20 CFS

This is to certify, that TAMMANY VIEW LLC
PO BOX 356
GRANGEVILLE ID 83530

has applied for a permit to appropriate water from:

Source: GROUND WATER

and a permit is APPROVED for development of water as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>
MUNICIPAL	01/01 to 12/31	0.20 CFS

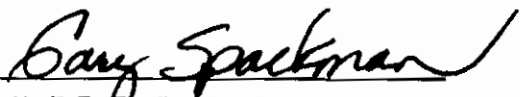
LOCATION OF POINTS OF DIVERSION:

GROUND WATER SE¼ SE¼ Sec. 7, Twp 34N, Rge 04W, B.M. NEZ PERCE County
GROUND WATER SE¼ SE¼ Sec. 7, Twp 34N, Rge 04W, B.M. NEZ PERCE County

CONDITIONS OF APPROVAL

1. Proof of application of water to beneficial use shall be submitted on or before **June 01, 2011**.
2. Subject to all prior water rights.
3. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
4. Points of diversion are located within Lot 1, Blk. C, Tammany View Subdivision, Phase 3.
5. Place of use is within the area served by the public water supply system of Tammany View, LLC. The place of use is generally located within Sections 7 and 18, Township 34N, Range 4W.
6. A map depicting the place of use boundary for this water right at the time of this approval is attached to this document for illustration purposes.
7. Project construction shall commence within one year from the date of permit issuance and shall proceed diligently to completion unless it can be shown to the satisfaction of the Director of the Department of Water Resources that delays were due to circumstances over which the permit holder had no control.

This permit is issued pursuant to the provisions of Section 42-204, Idaho Code. Witness the signature of the Director, affixed at Boise, this 15th day of June, 2011.


DAVID R. CUTHILL, JR., Director

State of Idaho
Department of Water Resources
Permit to Appropriate Water

NO. 85-15690

Digital Boundary for Tammany View, LLC.

June 15, 2007



0.2 0 0.2 0.4 Miles

-  Digital boundary - tammany view, llc.shp
-  Sections
-  QQ



73519

Ident. No. 85-15690

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

RECEIVED

MAR 09 2007

IDWR/North

To appropriate the public waters of the State of Idaho

1. Name of Applicant TAMMANY VIEW LLC. Phone (208) 983-2933
Mailing address Box 356 Grangeville Idaho 83520
2. Source of water supply Groundwater which is a tributary of _____
3. Location of point of diversion is Township 34N Range 4W Sec. 7, in the _____
SE $\frac{1}{4}$, SE $\frac{1}{4}$, Govt. Lot _____, B.M., Keyperce County;
additional points of diversion if any: X1
4. Water will be used for the following purposes:
Amount 0.2 for MUNICIPAL purposes from JAN1 to DEC31 (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
5. Total quantity to be appropriated is (a) 0.2 and/or (b) _____
cubic feet per second acre feet per annum
6. Proposed diverting works: Well & Pump Well & Pump
a. Describe type and size of devices used to divert water from the source _____
b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total
reservoir capacity _____ acre-feet
c. Proposed well diameter is 8 inches; proposed depth of well is 800' 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 4 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. TAMMANY VIEW PROPERTIES
d. Domestic; show number of households. 38
e. Other; describe fully. _____

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	
34	4W	7															M	M	
34	4W	18	M	M	M	M													

Total number of acres to be irrigated _____

10. Describe any other water rights used for the same purposes as described above. _____

11. a. Who owns the property at the point of diversion? DON & BOB BLEWITT

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

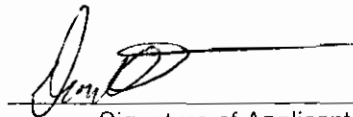
c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: _____

12. Remarks: _____

DON & BOB BLEWITT ARE OWNERS OF TAMMANY VIEW SUBDIVISION
AND ARE ALSO CONTROL OF TAMMANY VIEW LLC
PWS # ID 2350034

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)

Received by HR Date 3-9-07 Time _____ Preliminary check by _____
 Fee \$ \$100.00 Receipted by C.M. # NO 18183 Date 3-9-07
 Publication prepared by HR Date 4/24/07 Published in Lewiston Tribune 5/3-10/07
 Publication approved _____ Date 5/15/07

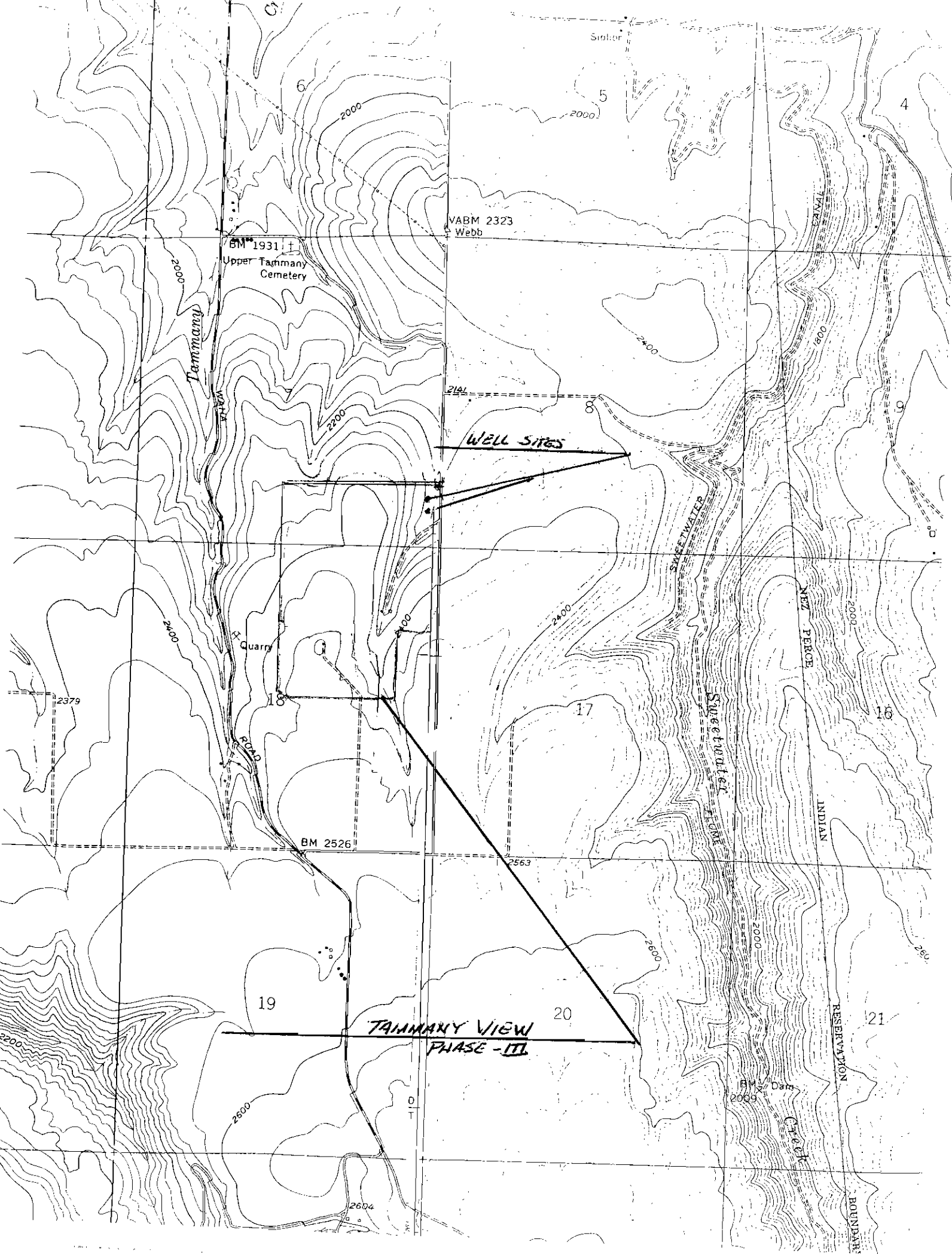
* Previously Paid on 3-9-07

85-15690



-  Nez Perce taxlots
-  GCDB34N04W GCDB
-  Pou.shp
-  Pod.shp
-  Administrative BasinsAdminbas.shp





Tammany View Subdivision Phase I and Phase 2

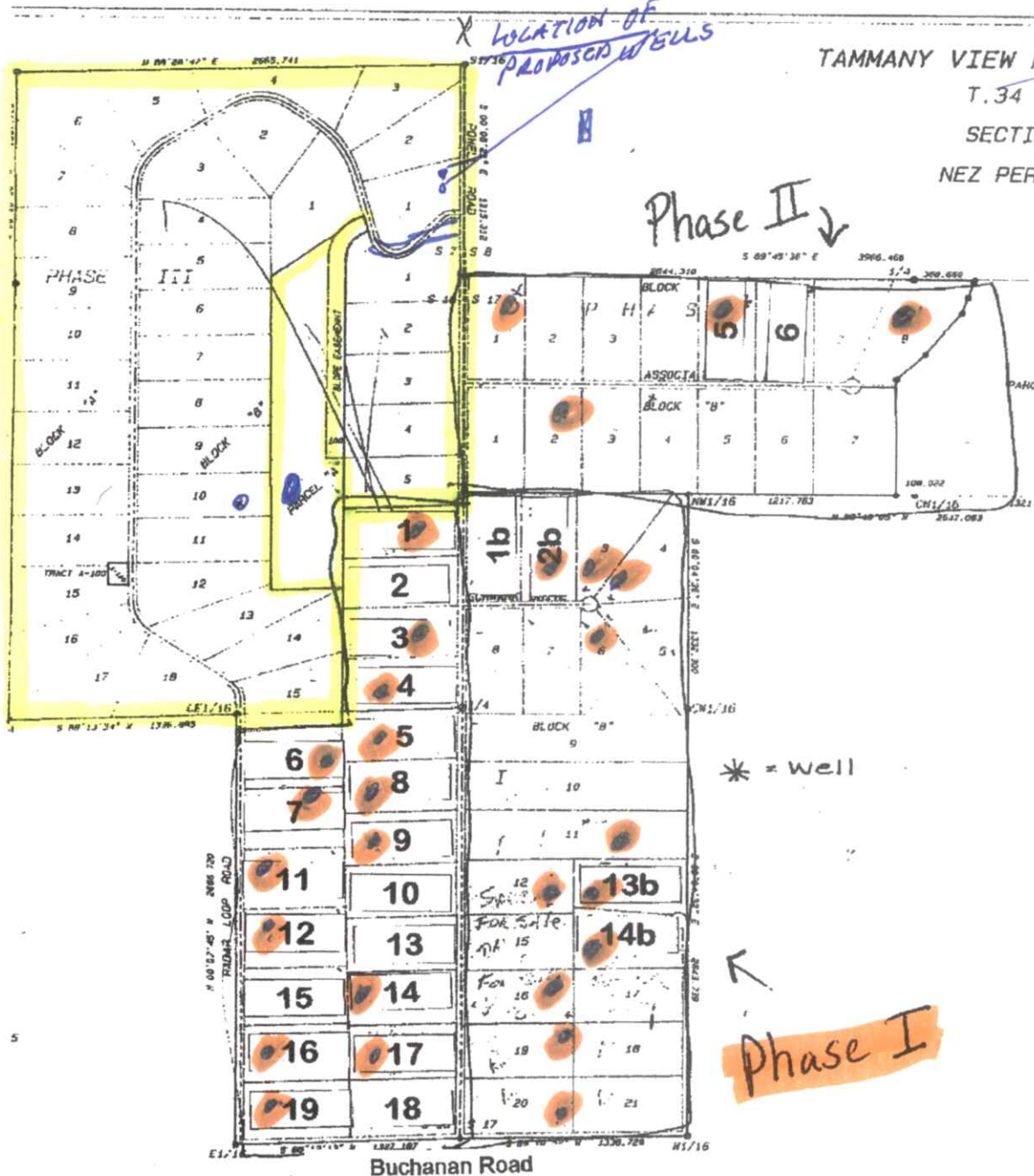
EXISTING
30+ wells

Phase III
→

X LOCATION OF
PROPOSED WELLS

TAMMANY VIEW I
T.34
SECT. 1
NEZ PER

Phase II ↓

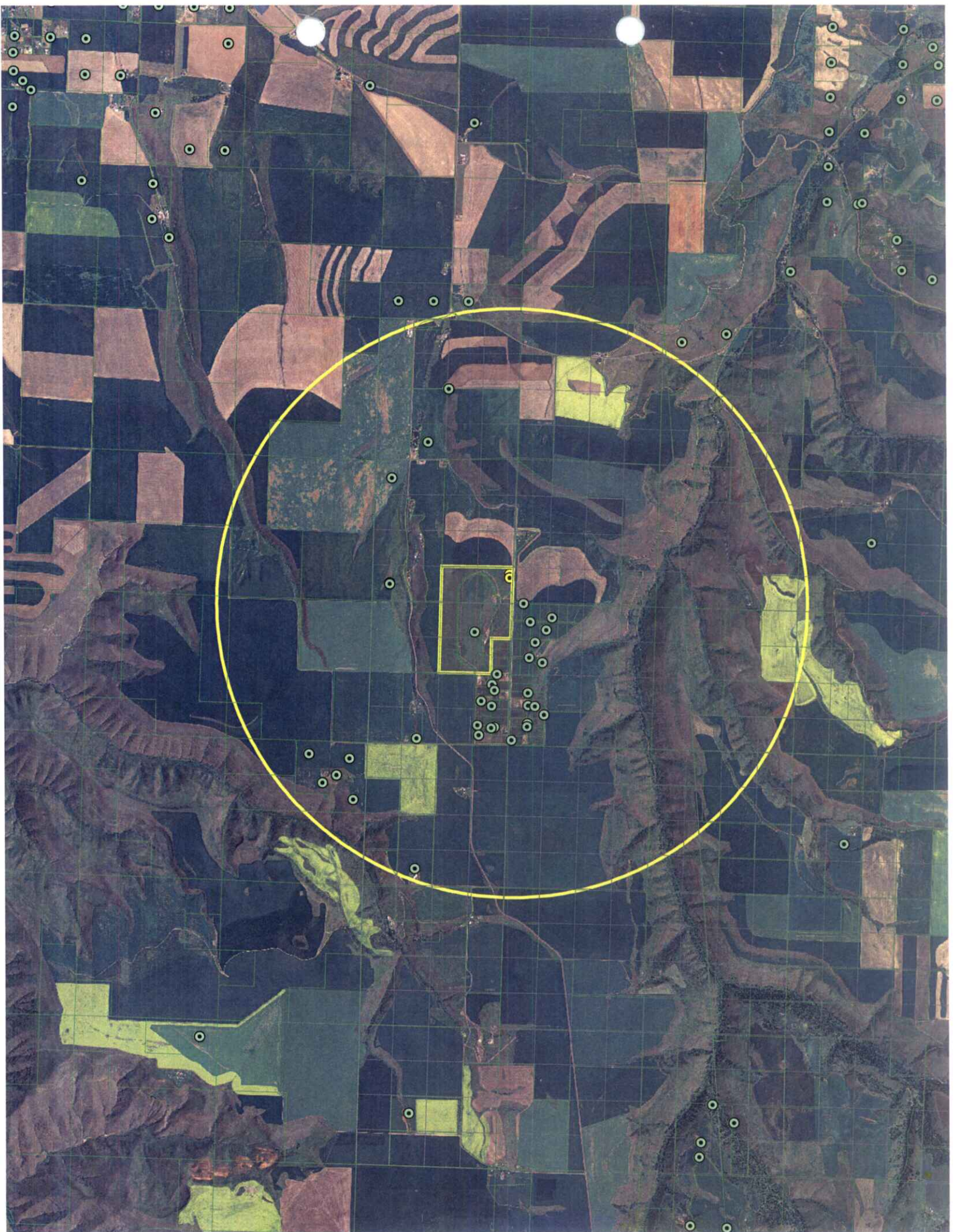


* = well

Phase I
←

The information contained herein is deemed reliable but subject to errors, omissions, withdrawals, and prior sales. Please confirm the details with your





**NOW
STARTING
RIGHT
SIDE OF
FILE**



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

June 18, 2007

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Interim Director

TAMMANY VIEW LLC
PO BOX 356
GRANGEVILLE ID 83530

RE: Permit No. 85-15690

Permit Approval Notice

Dear Permit Holder:

The Department of Water Resources has issued the enclosed permit authorizing you to establish a new water right. Please be sure to thoroughly review the conditions of approval and remarks listed on your permit.

The permit is a PRELIMINARY ORDER issued by the Department pursuant to Section 67-5243, Idaho Code. It can and will become a final order without further action by the Department unless a party petitions for reconsideration or files an exception and/or brief within fourteen (14) days of the service date as described in the enclosed information sheet.

As a permit owner you must commence the excavation or construction of the diverting works within one year of the date the permit was issued, and you must proceed diligently until the project is completed. The date shown under condition no. 1 is the date when the project must be completed.

The Department will send you a 'Proof Due Notice' approximately 60 days prior to the above referenced date requesting you to file either a Proof of Beneficial Use form or a Request for Extension of Time form.

The right to drill a well is not a part of this permit to appropriate water. Beginning in July of 1987, a statute was enacted which requires a drilling permit for new well construction and deepening of existing wells. If the well(s) proposed for use under this water right permit were drilled or deepened after July 1, 1987, a separate drilling permit must be obtained from this Department. Please contact the Ground Water Protection Section located here at this office or our regional office nearest you.

Also, please note that water right owners are required to report any change of water right ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Contact any office of the Department or visit the Department's homepage on the Internet to obtain the proper forms and instructions.

If you have any questions, please contact me at 208-287-4947.

Sincerely,

A handwritten signature in black ink, appearing to read "Shelley W. Keen". The signature is fluid and cursive, with the first name being the most prominent.

Shelley W. Keen, Manager
Water Right Permits Section

Enclosure(s)

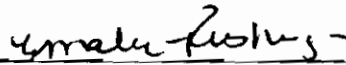
CERTIFICATE OF SERVICE

I hereby certify that on June 18, 2007 I mailed a true and correct copy, postage prepaid, of the foregoing PRELIMINARY ORDER (Approved Permit) to the person listed below:

RE: WATER RIGHT NO.

85-15690

**TAMMANY VIEW LLC
PO BOX 356
GRANGEVILLE ID 83530**

A handwritten signature in black ink, appearing to read "Emalee Rushing", is written over a horizontal line.

**Emalee Rushing
Technical Records Specialist**

Statement of Available Procedures and Applicable Time Limits

RESPONDING TO PRELIMINARY ORDERS ISSUED BY THE IDAHO DEPARTMENT OF WATER RESOURCES (To be used in connection with actions when a hearing was not held)

(Required by Rule of Procedure 730.02)

The accompanying order or approved document is a "**Preliminary Order**" issued by the department pursuant to section 67-5243, Idaho Code. **It can and will become a final order without further action of the Department of Water Resources ("department") unless a party petitions for reconsideration, files an exception and brief, or requests a hearing as further described below:**

PETITION FOR RECONSIDERATION

Any party may file a petition for reconsideration of a preliminary order with the department within fourteen (14) days of the service date of this order. **Note: the petition must be received by the department within this fourteen (14) day period.** The department will act on a petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. See Section 67-5243(3) Idaho Code.

EXCEPTIONS AND BRIEFS

Within fourteen (14) days after (a) the service date of a preliminary order, (b) the service date of a denial of a petition for reconsideration from this preliminary order, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration from this preliminary order, any party may in writing support or take exceptions to any part of a preliminary order and may file briefs in support of the party's position on any issue in the proceeding with the Director. Otherwise, this preliminary order will become a final order of the agency.

REQUEST FOR HEARING

Unless a right to a hearing before the Department or the Water Resource Board is otherwise provided by statute, any person aggrieved by any final decision, determination, order or action of the Director of the Department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Director and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

ORAL ARGUMENT

If the Director grants a petition to review the preliminary order, the Director shall allow all parties an opportunity to file briefs in support of or taking exceptions to the preliminary order and may schedule oral argument in the matter before issuing a final order. If oral arguments are to be heard, the Director will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Director orders otherwise, all oral arguments will be heard in Boise, Idaho.

CERTIFICATE OF SERVICE

All exceptions, briefs, requests for oral argument and any other matters filed with the Director in connection with the preliminary order shall be served on all other parties to the proceedings in accordance with IDAPA Rules 37.01.01302 and 37.01.01303 (Rules of Procedure 302 and 303).

FINAL ORDER

The Director will issue a final order within fifty-six (56) days of receipt of the written briefs, oral argument or response to briefs, whichever is later, unless waived by the parties or for good cause shown. The Director may remand the matter for further evidentiary hearings if further factual development of the record is necessary before issuing a final order. The department will serve a copy of the final order on all parties of record.

Section 67-5246(5), Idaho Code, provides as follows:

Unless a different date is stated in a final order, the order is effective fourteen (14) days after its issuance if a party has not filed a petition for reconsideration. If a party has filed a petition for reconsideration with the agency head, the final order becomes effective when:

- (a) the petition for reconsideration is disposed of; or
- (b) the petition is deemed denied because the agency head did not dispose of the petition within twenty-one (21) days.

APPEAL OF FINAL ORDER TO DISTRICT COURT

Pursuant to sections 67-5270 and 67-5272, Idaho Code, if this preliminary order becomes final, any party aggrieved by the final order or orders previously issued in this case may appeal the final order and all previously issued orders in this case to district court by filing a petition in the district court of the county in which:

- i. A hearing was held,
- ii. The final agency action was taken,
- iii. The party seeking review of the order resides, or
- iv. The real property or personal property that was the subject of the agency action is located.

The appeal must be filed within twenty-eight (28) days of this preliminary order becoming final. See section 67-5273, Idaho Code. The filing of an appeal to district court does not itself stay the effectiveness or enforcement of the order under appeal.

MEMORANDUM

Date: June 15, 2007
To: Water Right File 85-15690
From: eretelle
Re: permit review

No WD or moratorium

No PoD or PoU overlaps

No protests - DEQ and F&G letters ok

Recommend approval as suggested by IDWR Northern

Idaho Department of Water Resources Receipt

Receipt ID N018360

Payment Amount	\$400.00	Date Received	5/15/2007 11:35:51 AM	Region	Northern	Status	
Payment Type	Check	Check Number	3802				

Payer HIGHLAND ENTERPRISES I LLC

Comment 2 WD App Fees for Tammany View LLC
Well 1 and Well 2 - \$200 each

Fee Detail

Amount	Description	Fund	FD	PCA	SO
\$400.00	DRILLING PERMITS	0229	2I	65134	1205



Signature Line (Dept. Representative)

Keith
Chk up all for
copies of 2
well apps if
you want
them in file.
L

TRIBUNE PUBLISHING COMPANY, INC.

The Lewiston Tribune
505 C St., P.O.Box 957
Lewiston, Idaho 83501
(208) 743-9411

**LEGAL ADVERTISING
INVOICE**

SOLD TO: ID DEPT. OF WATER RESOURCES
7600 MINERAL DR #100
COEUR D'ALENE ID 83814

Date 05/10/2007INVOICE NO. 458779Account No. 964750Description 458779The following apTimes 2Lines 34**RECEIVED**

Tab. Lines

MAY 11 2007\$ 101.66**IDWR/North**

PO#

NOTICE: This is an invoice of Purchase made by you. Statement will be rendered the first of the month.
Please Retain This Invoice as Your Statement Will Refer to Invoice by No. Only.

AFFIDAVIT OF PUBLICATION

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

85-15689

SHAROL K WARD
WILLIAM I WARD
30837 CUT OFF RD
CULDESAC ID 83524

Point(s) of Diversion L15 (SENE) S26 T35N R03W
NEZ PERCE County

Source GROUND WATER

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

Total Diversion: 0.04 CFS

Date Filed: 04/16/2007

Place Of Use: DOMESTIC T35N R03W S26 SENE Lot 15

Remark: Domestic use is for 1 home.

85-15690

TAMMANY VIEW LLC
PO BOX 356

GRANGEVILLE ID 83530

Point(s) of Diversion (2) SESE S7 T34N R04W NEZ PERCE County

Source GROUND WATER

Use: MUNICIPAL 01/01 To 12/31 0.2 CFS

Total Diversion: 0.2 CFS

Date Filed: 03/09/2007

Place Of Use: MUNICIPAL

Remark: Municipal use is within service area of applicant.

Permits will be subject to all prior water rights. Protests may be submitted based on the criteria of Sec 42-203A, Idaho Code. Any protest against the approval of this application must be filed with the Director, Dept. of Water Resource, Northern Region, 7600 Mineral Drive, Suite 100, Coeur D'Alene ID 83815 together with a protest fee of \$25.00 for each application on or before 05/21/2007. The protestant must also send a copy of the protest to the applicant.

DAVID R. TUTHILL, JR., Director - Published on May 3 & 10, 2007

Karen Lewis, being duly sworn, deposes and says, I am the Legal Clerk of the Tribune Publishing Company, a corporation organized and existing under and by virtue of the laws of the State of Idaho and under and by virtue of the laws of the State of Washington, paper of general circulation published at Lewiston, Nez Perce County, Idaho; That the said Lewiston Tribune is an established newspaper and has been published regularly and issued regularly at least once a day for more than 105 consecutive years next immediately preceding the first publication of this notice, and has been so published uninterrupted for said period; that the 458779The follo attached hereto and which is made a part of this affidavit was published in the said Lewiston Tribune, 2 time(s). Publication being on 05/03, or once a WEEK for 2 consecutive WEEK, the first publication thereof being on the 05/03/2007, and the last publication thereof being on the 05/10/2007, and said 458779The follo was so published in the regular and entire issue of said newspaper and was not in a supplement thereof and was so published in every issue and number of the said paper, during the period and times of publication as set forth above.

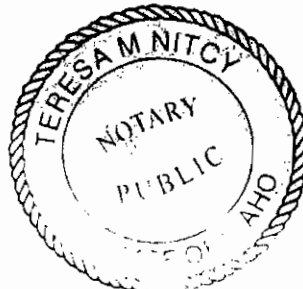
Karen J Lewis

State of Idaho

S.S.

County of Nez Perce

On this 10 day of May in the year of 2007, before me, a Notary Public, personally appeared Karen J Lewis, known or identified to me to be the person whose name subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that he executed the same.



Notary Public in and for the State of Idaho,
residing at Lewiston, therein
Commission Expires 1/23/2010

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

85-15689

SHAROL K WARD

WILLIAM I WARD

30837 CUT OFF RD

CULDESAC ID 83524

Point(s) of Diversion L15 (SENE) S26 T35N R03W NEZ PERCE County

Source GROUND WATER

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

Total Diversion: 0.04 CFS

Date Filed: 04/16/2007

Place Of Use: DOMESTIC

T35N R03W S26 SENE Lot 15

Remark: Domestic use is for 1 home.

85-15690

TAMMANY VIEW LLC

PO BOX 356

GRANGEVILLE ID 83530

Point(s) of Diversion(2) SESE S7 T34N R04W NEZ PERCE County

Source GROUND WATER

Use: MUNICIPAL 01/01 To 12/31 0.2 CFS

Total Diversion: 0.2 CFS

Date Filed: 03/09/2007

Place Of Use: MUNICIPAL

Remark: Municipal use is within service area of applicant.

Permits will be subject to all prior water rights. Protests may be submitted based on the criteria of Sec 42-203A, Idaho Code.

Any protest against the approval of this application must be filed with the Director, Dept. of Water Resource, Northern Region, 7600 Mineral Drive, Suite 100, Coeur D' Alene ID 83815 together with a protest fee of \$25.00 for each application on or before 05/21/2007. The protestant must also send a copy of the protest to the applicant.

DAVID R. TUTHILL, JR., Director ~ Published on May 3 & 10, 2007

**DEPARTMENT OF WATER RESOURCES
7600 MINERAL DRIVE, SUITE 100
COEUR D'ALENE ID 83814
Phone 208-762-2800 - FAX - 208-762-2819**

April 24, 2007

**KAREN LEWIS
LEGAL NOTICE DEPARTMENT
LEWISTON MORNING TRIBUNE
505 C ST PO BOX 957
LEWISTON ID 83501**

**Faxed to Karen at Lewiston Morning Tribune
4/24/07**

RE: Application for Permit No. 85-15689 and 85-15690

Dear Karen:

Enclosed you will find a legal notice which we wish to have published in your newspaper on the dates indicated, May 3 and 10, 2007, (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 05/21/2007. Your cooperation is GREATLY appreciated, as always.

It's always a pleasure to work with you.

Thank you,

Sincerely

Dianne Ball
Administrative Assistant

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

85-15689

SHAROL K WARD

WILLIAM I WARD

30837 CUT OFF RD

CULDESAC ID 83524

Point(s) of Diversion L15 (SENE) S26 T35N R03W NEZ PERCE County

Source GROUND WATER

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

Total Diversion: 0.04 CFS

Date Filed: 04/16/2007

Place Of Use: DOMESTIC

T35N R03W S26 SENE Lot 15

Remark: Domestic use is for 1 home.

85-15690

TAMMANY VIEW LLC

PO BOX 356

GRANGEVILLE ID 83530

Point(s) of Diversion(2) SESE S7 T34N R04W NEZ PERCE County

Source GROUND WATER

Use: MUNICIPAL 01/01 To 12/31 0.2 CFS

Total Diversion: 0.2 CFS

Date Filed: 03/09/2007

Place Of Use: MUNICIPAL

Remark: Municipal use is within service area of applicant.

Permits will be subject to all prior water rights. Protests may be submitted based on the criteria of Sec 42-203A, Idaho Code.

Any protest against the approval of this application must be filed with the Director, Dept. of Water Resource, Northern Region, 7600

Mineral Drive, Suite 100, Coeur D' Alene ID 83815 together with a protest fee of \$25.00 for each application on or before

05/21/2007. The protestant must also send a copy of the protest to the applicant.

DAVID R. TUTHILL, JR., Director ~ Published on May 3 & 10, 2007

Ball, Dianne

From: Ball, Dianne
Sent: Tuesday, April 24, 2007 3:48 PM
To: Legal Notices-Lewiston Morning Tribune (E-mail)
Subject: Legal Notice for publication May 3 and 10, 2007 - Need Proof before publication please

DEPARTMENT OF WATER RESOURCES
7600 MINERAL DRIVE, SUITE 100
COEUR D'ALENE ID 83814
Phone 208-762-2800 - FAX - 208-762-2819

April 24, 2007

Please fax a proof copy to me before this goes to press, at 208-762-2819

KAREN LEWIS
LEGAL NOTICE DEPARTMENT
LEWISTON MORNING TRIBUNE
505 C ST PO BOX 957
LEWISTON ID 83501

Faxed to Karen at Lewiston Morning Tribune
4/24/07

RE: Application for Permit No. 85-15689 and 85-15690

Dear Karen:

Enclosed you will find a legal notice which we wish to have published in your newspaper on the dates indicated, May 3 and 10, 2007, (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 05/21/2007. Your cooperation is GREATLY appreciated, as always.

It's always a pleasure to work with you.

Thank you,
Sincerely

Dianne

Dianne Ball
Administrative Assistant

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

85-15689

SHAROL K WARD

WILLIAM I WARD

30837 CUT OFF RD

CULDESAC ID 83524

Point(s) of Diversion L15 (SENE) S26 T35N R03W NEZ PERCE County

Source GROUND WATER

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

Total Diversion: 0.04 CFS

Date Filed: 04/16/2007

Place Of Use: DOMESTIC

T35N R03W S26 SENE Lot 15

Remark: Domestic use is for 1 home.

85-15690

TAMMANY VIEW LLC

PO BOX 356

GRANGEVILLE ID 83530

Point(s) of Diversion(2) SESE S7 T34N R04W NEZ PERCE County

4/24/2007

Source GROUND WATER

Use: MUNICIPAL 01/01 To 12/31 0.2 CFS
Total Diversion: 0.2 CFS

Date Filed: 03/09/2007

Place Of Use: MUNICIPAL

Remark: Municipal use is within service area of applicant.

Permits will be subject to all prior water rights. Protests may be submitted based on the criteria of Sec 42-203A, Idaho Code.

Any protest against the approval of this application must be filed with the Director, Dept. of Water Resource, Northern Region, 7600 Mineral Drive, Suite 100, Coeur D' Alene ID 83815 together with a protest fee of \$25.00 for each application on or before 05/21/2007. The protestant must also send a copy of the protest to the applicant.

DAVID R. TUTHILL, JR., Director ~ Published on May 3 & 10, 2007



State of Idaho

DEPARTMENT OF WATER RESOURCES

7600 Mineral Drive, Suite 100 • Coeur d'Alene, Idaho 83815

Phone: (208) 762-2800 • Fax: (208) 762-2819 • Web Site: www.idwr.idaho.gov

NORTHERN REGION

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Interim Director

April 24, 2007

TAMMANY VIEW LLC
PO BOX 356
GRANGEVILLE ID 83530

RE: Application for Permit No 85-15690

Dear Applicant(s):

The Department of Water Resources acknowledges receipt of your water right application. Please refer to the above referenced number in all future correspondence regarding this application.

A legal notice of the application has been prepared and is scheduled for publication in the Lewiston Morning Tribune on May 3 and 10, 2007. Submittal of protests to this application will be allowed for a period ending ten days after the second publication.

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

If the application is not protested, it will be forwarded to our State Office in Boise for final processing. The State Office will notify you of any action taken on the application and will send you a copy of the permit if approved. A typical processing time for an unprotested application is about eight to twelve weeks.

Please feel free to contact this office if you have any questions.

Sincerely,

Keith E. Franklin
Senior Water Resource Agent

MEMORANDUM

To: Water Right Application # 85-15690

From: Keith E. Franklin

Date: April 23, 2007

Re: Application for a Permit to Appropriate Water within the Salmon and Clearwater River Basins.

Re: Regional Analysis and Recommendation in accordance with Water Appropriation Rules (IDAPA 37.03.08.040.05).

Water Supply Information.

The Idaho Department of Fish & Game as well as the Department of Environmental Quality have no objection to the applicant withdrawing 0.20 cfs from ground water, for the purpose of supplying water to a municipalities development.

Good Faith, Delay, or Speculative Information.

The applicant plans to divert water for its own use on property that it owns and there are no known issues with any other party.

Financial Resources Information.

For this project, the applicant has a loan in place with Usbank for the water system on the referenced subdivision. Letter from the Vice President of the Clarkston Branch of USBank is in the file for reference.

Local Public Interest.

The Idaho Department of Fish & Game and the Department of Environmental Quality have been ask to comment, by the applicant. Written comments received from these agencies, indicate they are not apposed to the applicant's proposal and see no adverse impact to fish, wildlife or habitat.

Injury to Other Water Rights.

There are approximately 35-recorded wells within a two-mile radius of the proposed development. 23 of the wells are located within Phase I and Phase II of the Tammany View development. Wells surveyed were in excess of 600 feet in depth, with the exception of a few that were between 200 and 300 feet. The proposed development is also located within the Tammany Creek Ground Water Area of Concern.

Recommendation.

Northern Region recommends proceeding with the processing of this water right application.



STATE OF IDAHO
DEPARTMENT OF
ENVIRONMENTAL QUALITY

1118 F STREET • LEWISTON, IDAHO 83501 • (208) 799-4370

JAMES E. RISCH, GOVERNOR
TONI HARDESTY, DIRECTOR

April 16, 2007

Warren Watts, P.E.
W W Engineering
3435 Clemans Road
Clarkston, WA 99403

Re: Application for Permit, Tammany View, LLC

Dear Mr. Watts,

DEQ has received a request for comment on the application to the Idaho Department of Water Resources requesting approval of the application to appropriate ground water from two wells that will be drilled on Tammany View Subdivision LLC property. Based on the information that has been provided, DEQ cannot estimate nor predict impairments to surface or ground water beneficial uses resulting from the requested withdrawal. However, assuming all federal, state, and local permits have been obtained, drinking water regulations met, and reviews completed, we can offer the following comments.

This activity will comply with all aspects of the Well Construction Standards Rules, IDAPA 37, Title 03, Chapter 09. All work will be completed following the guidelines, best management practices, rules and regulations found in "Idaho Well-Driller's Regulatory Compliance Guidebook", Marc McGregor, UI, distributed by the Idaho Department of Water Resources.

It is the policy of the State of Idaho Ground Water Management Plan that existing and projected beneficial uses of ground water and interconnected surface water be maintained and protected and degradation that would impair beneficial uses of ground water and interconnected surface water not be allowed.

Thank you for requesting our review and comment of your activity.

Sincerely,

A handwritten signature in black ink that reads "Kerby M. Cole". The signature is fluid and cursive.

Kerby M. Cole, P.E.
Regional Administrator

CC: Keith Franklin, IDWR
Ray Hennekey, IDFG
Tammany View, LLC

COPY



IDAHO DEPARTMENT OF FISH AND GAME

CLEARWATER REGION

3316 16th Street

Lewiston, Idaho 83501

C.L. "Butch" Otter / Governor
Cal Groen / Director

April 9, 2007

Mr. Warren Watts, PE ← 509-780-9725
WW Engineering
3435 Clemans Road
Clarkston, WA 99403

Dear Mr. Watts:

Re: APPLICATION TO WITHDRAW GROUND WATER, TAMMANY VIEW SUBDIVISION

At your request, IDFG has reviewed your application to withdraw ground water from an approximately 800 foot well to provide domestic water for 38 households in a subdivision named Tammany View near Lewiston, Idaho. You anticipate a withdrawal of 0.2 cfs year round; well production is estimated at 30-40 gallons per minute maximum. A portion of the pumped water will be stored on site for the designated use.

Based on the information provided, IDFG does not anticipate that the proposed withdrawal will have an adverse effect on fish, wildlife or local surface waters. We have no objection to the proposed withdrawal as long as all other state and federal permits are secured.

Thank you for the opportunity to comment on your proposal.

Sincerely,

Jerome Hansen
Acting Regional Supervisor

JH/rh/ss

c: Tracey Trent
Kerby Cole, DEQ Lewiston

COPY

Keeping Idaho's Wildlife Heritage

W W Engineering
3435 Clemans Road
Clarkston, Washington 99403

Warren Watts
Consulting Engineer

Phone: (509) 243-4003
Fax: (509) 243-4004

April 2, 2007

Keith E. Franklin
Senior Water Resource Agent
Idaho Department of Water Resources
7600 Mineral Drive Ste 102
Coeur d'Alene, ID 83815

RE: Tammany View Phase III
Subject: Application to Appropriate Public

Waters

Dear Mr. Franklin,

We are re-submitting our application to appropriate public waters. Also submitted are supporting data and documents addressed in your letter of March 12, 2007.

As noted the applicant is Tammany View LLC. The owners are Bob and Don Blewett and their wife's. A copy of the registration with the Secretary of State is enclosed. Other items include:

1. Copies of letters to Nez Perce County, Lewiston Orchards Irrigation District and the DEQ addressing benefits of reducing the potential number of wells from 38 to 2.
2. Operating Agreement of Tammany View LLC
3. Annual Report to Secretary of State
4. Federal Employment Identification number documents
5. Bank letter on financing water system
6. Revised location map showing two wells rather than one shown on our original application.
7. Map of existing wells in Phase I and Phase II

The DEQ informed us that a public water supply number (pws#) will be issued after water rights are appropriated.

As previously stated the proposed water system is for an approved subdivision consisting of 38 each 5 acre lots. The proposed system will reduce the number of potential new wells in the area from 38 to 2 which will reduce the potential of reducing the quantity of water under existing water rights.

Water Appropriations Rules 40.05C through 40.05G have been reviewed and considered in this submittal.

If you have any questions please feel free to contact me (the engineer for Tammany View LLC).

Respectfully,


Warren S. Watts, P.E.



Clarkston Branch
615 Sixth Street
Post Office Box 130
Clarkston, WA 99403-0130
509-758-5846
509-758-9903 fax

March 28, 2007

To: Idaho Department of Water Resources

Regarding: Blewett Tammany View Phase 3 Subdivision

Dear Sir,

This letter is to confirm that U.S. Bank has a loan in place and available for the water system on the above referenced subdivision.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Meredith", with a long, horizontal, slightly wavy line extending to the right.

Joe Meredith
Vice President



STATE OF IDAHO
BEN YSU. SA
SECRETARY OF STATE
700 WEST JEFFERSON
PO BOX 83720
BOISE, ID 83720-0080

RECEIVED FEB 07 2007

PRESORTED
FIRST-CLASS
U.S. POSTAGE PAID
Boise, ID
PERMIT No. 1

IDAHO ANNUAL REPORT FORM W 8490
RETURN SERVICE REQUESTED Use this form to file online at www.sos.idaho.gov

THIS IS THE ONLY NOTICE YOU WILL RECEIVE

TAMMANY VIEW, LLC
ROBERT W BLEWETT
201 W MAIN
GRANGEVILLE, ID 83530

LXHGSP 1 83530

No. W 8490	Due no later than April 30, 2007 Annual Report Form		2. Registered Agent and Office 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 applicable TAMMANY VIEW, LLC ROBERT W BLEWETT 201 W MAIN GRANGEVILLE, ID 83530		ROBERT W BLEWETT 201 W MAIN GRANGEVILLE, ID 83530																		
NO FILING FEE IF RECEIVED BY DUE DATE			3. New Registered Agent Signature																		
4. Limited Liability Companies: Enter Names and Addresses of Managers.																					
<table border="1"><thead><tr><th>Office held</th><th>Name</th><th>Street or P.O. Address</th><th>City</th><th>State</th><th>Zip</th></tr></thead><tbody><tr><td>Member</td><td>Blewett, Robert W.</td><td>201 W, Main</td><td>Grangeville, ID</td><td>ID</td><td>83530</td></tr><tr><td>Member</td><td>Blewett, Donald R.</td><td>P.O. Box 356</td><td>Grangeville, ID</td><td>ID</td><td>83530</td></tr></tbody></table>				Office held	Name	Street or P.O. Address	City	State	Zip	Member	Blewett, Robert W.	201 W, Main	Grangeville, ID	ID	83530	Member	Blewett, Donald R.	P.O. Box 356	Grangeville, ID	ID	83530
Office held	Name	Street or P.O. Address	City	State	Zip																
Member	Blewett, Robert W.	201 W, Main	Grangeville, ID	ID	83530																
Member	Blewett, Donald R.	P.O. Box 356	Grangeville, ID	ID	83530																
5. Organized Under the Laws of: IDAHO W 8490		6. Signature <u>Clarence W. Robison Jr.</u> Date <u>3/14/07</u> Name (Typed or Printed) <u>Clarence W. Robison Jr.</u> Title <u>Accountant</u>																			

Issued 02/01/2007

Do Not Tape or Staple

200704005577

Fold, seal and mail this portion.

Detach at this perforation and discard this lower portion.

INSTRUCTIONS FOR THE IDAHO ANNUAL REPORT FORM

BLOCK 1: Entity name may not be altered through the use of this form. Pay special attention to the mailing address. If the correct mailing address is not given in Block 1, strike it out and write in the correct address. **Note:** To ensure future mailings, the corrected address must be inside Block 1.

OPERATING AGREEMENT
OF
TAMMANY VIEW, LLC

~~This Operating Agreement of Tammany View, LLC, a limited liability company organized pursuant to the~~
Idaho State Limited Liability Company Act is entered into and shall be effective as of the Effective Date, by and among
the company and the persons executing this agreement as members.

ARTICLE I
DEFINITIONS

For purposes of this company agreement (as defined below), unless the context clearly indicates otherwise, the following terms shall have the following meanings:

1. **Act** - The Idaho State Limited Liability Company Act and all amendments to the Act.
2. **Additional Member** - A member other than an initial member or a substitute member who has acquired a membership interest from the company.
3. **Admission Agreement** - The agreement between an additional member and the company described in Article XIII.
4. **Articles** - The Articles of Organization of the company as properly adopted and amended from time to time by the members and filed with the Secretary of State.
5. **Assignee** - A transferee of a membership interest who has not been admitted as a substitute member.
6. **Bankrupt Member** - A member who: (1) has become the subject of an order for relief under the United States Bankruptcy Code, (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.
7. **Business Day** - Any day other than Saturday, Sunday or any legal holiday observed in the state.
8. **Capital Account** - The account maintained for a member or assignee determined in accordance with Article VIII.
9. **Capital Contribution** - Any contribution of property, services or the obligation to contribute property or services made by or on behalf of a member or assignee.
10. **Code** - The Internal Revenue Code of 1986 as amended from time to time.
11. **Commitment** - The capital contributions that a member or assignee is obligated to make.
12. **Company** - Tammany View, LLC, a limited liability company formed under the laws of the State of Idaho, and any successor limited liability company.
13. **Company Agreement** - This Operating Agreement including all admission agreements and amendments adopted in accordance with the company agreement and the Act.

14. **Company Liability** - Any enforceable debt or obligation for which the company is liable or which is secured by any company property.
15. **Company Minimum Gain** - An amount determined by first computing for each company nonrecourse liability any gain the company would realize if it disposed of the company property subject to that liability for no consideration other than full satisfaction of the liability, and then aggregating the separately computed gains. The amount of company minimum gain includes such minimum gain arising from a conversion, refinancing, or other change to a debt instrument, only to the extent a member is allocated a share of that minimum gain. For any taxable year, the net increase or decrease in company minimum gain is determined by comparing the company minimum gain on the last day of the immediately preceding taxable year with the minimum gain on the last day of the current taxable year. Notwithstanding any provision to the contrary contained herein, company minimum gain and increases and decreases in company minimum gain are intended to be computed in accordance with §704 of the code the regulations issued thereunder, as the same may be issued and interpreted from time to time. A member's share of company minimum gain at the end of any taxable year equals: the sum of nonrecourse deductions allocated to that member (and to that member's predecessors in interest) up to that time and the distributions made to that member (and to that member's predecessors in interest) up to that time of proceeds of a nonrecourse liability allocable to an increase in company minimum gain minus the sum of that member's (and that member's predecessors' in interest) aggregate share of the net decreases in company minimum gain plus their aggregate share of decreases resulting from revaluations of company property subject to one or more company nonrecourse liabilities.
16. **Company Nonrecourse Liability** - A company liability to the extent that no member or related person bears the economic risk of loss (as defined in §1.752-2 of the regulations) with respect to the liability.
17. **Company Property** - Any property owned by the company.
18. **Contributing Members** - Those members making contributions as a result of the failure of a delinquent member to make the contributions required by the commitment as described in Article VIII.
19. **Default Interest Rate** - The higher of the legal rate or the then-current prime rate quoted by the largest commercial bank in the jurisdiction of the principal office plus three percent.
20. **Delinquent Member** - A member or assignee who has failed to meet the commitment of that member or assignee.
21. **Distribution** - A transfer of property to a member on account of a membership interest as described in Article IX.
22. **Disposition (Dispose)** - Any sale, assignment, transfer, exchange, mortgage, pledge, grant, hypothecation, or other transfer, absolute or as security or encumbrance (including dispositions by operation of law).
23. **Dissociation** - Any action which causes a person to cease to be member as described in Article XII hereof.
24. **Dissolution Event** - An event, the occurrence of which will result in the dissolution of the company under Article XIV unless the members agree to the contrary.
25. **Effective Date** - April 8, 1999.
26. **Immediate Family** - A member's immediate family includes the member's spouse, children (including natural, adopted, and stepchildren), grandchildren, and parents.

27. **Initial Capital Contribution** - The capital contribution agreed to be made by the initial members as described in Article VIII.
28. **Initial Members** - Those persons identified on Exhibit A attached hereto and made a part hereof by this reference who have executed the company agreement.
-
29. **Majority** - The affirmative vote or consent of members described as a "majority" in Article VI hereof.
30. **Management Right** - The right of a member to participate in the management of the company, including the rights to information and to consent or approve actions of the company.
31. **Managing Member** - A member selected to manage the affairs of the company under Article VII hereof.
32. **Member** - Initial member, substituted member or additional member, and, unless the context expressly indicates to the contrary, includes managing members and assignees.
33. **Member Minimum Gain** - An amount determined by first computing for each member nonrecourse liability any gain the company would realize if it disposed of the company property subject to that liability for non consideration other than full satisfaction of the liability, and then aggregating the separately computed gains. The amount of member minimum gain includes such minimum gain arising from a conversion, refinancing or other change to a debt instrument, only to the extent a member is allocated a share of that minimum gain. for any taxable year, the net increase or decrease in member minimum gain is determined by comparing the member minimum gain on the last day of the immediately preceding taxable year with the minimum gain on the last day of the current taxable year. Notwithstanding any provision to the contrary contained herein, member minimum gain and increases and decreases in member minimum gain are intended to be computed in accordance with §704 of the Code the Regulations issued thereunder, as the same may be issued and interpreted from time to time.
34. **Member Nonrecourse Liability** - Any company liability to the extent the liability is nonrecourse under state law, and on which a member or related person bears the economic risk of loss under §1.752-2 of the code because, for example, the member or related person is the creditor or a guarantor.
35. **Membership Interest** - The rights of a member or, in the case of an assignee, the rights of the assigning member in distributions (liquidating or otherwise) and allocations of the profits, losses, gains, deductions, and credits of the company.
36. **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.
37. **Net Losses** - The losses and deductions 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.
38. **Net Profits** - The income and gains 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.
39. **Nonrecourse Liabilities** - Nonrecourse liabilities include company nonrecourse liabilities and member

nonrecourse liabilities.

40. **Notice** - Notice shall be in writing. Notice to the company shall be considered given when mailed by first class mail postage prepaid addressed to any managing member in care of the company at the address of principal office. Notice to a member shall be considered given when mailed by first class mail postage prepaid ~~addressed to the member at the address reflected in the company agreement unless the member has given the company a notice of a different address.~~
41. **Offsettable Decrease** - Any allocation that unexpectedly causes or increases a deficit in the member's capital account as of the end of the taxable year to which the allocation relates attributable to depletion allowances under §1.704(b)(2)(iv)(k) of the regulations, allocations of loss and deductions under §§704(e)(2) or 706 of the Code or under §1.751-1 of the regulations, or distributions that, as of the end of the year are reasonably expected to be made to the extent they exceed the offsetting increases to such member's capital account that reasonably are expected to occur during or (prior to) the taxable years in which the such distributions are expected to be made (other than increases pursuant to a minimum gain chargeback).
42. **Organization** - A person other than a natural person. Organization includes, without limitation, corporations (both non-profit 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.
43. **Organization Expenses** - Those expenses incurred in the organization of the company including the costs of preparation of the company agreement and articles.
44. **Proceeding** - Any judicial or administrative trial, hearing or other activity, 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 and reversed, would be binding upon the company, a member or other person subject to the jurisdiction of such court, arbitrator, or governmental agency.
45. **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.
46. **Permitted Transferee** - Any member of the member's immediate family, or an organization controlled by such member or by members of the member's immediate family.
47. **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.
48. **Proceeding** - Any administrative, judicial, or other adversary proceeding including without limitation, litigation, arbitration, administrative adjudication, mediation, and appeal or review of any of the foregoing.
49. **Regulations** - Except where the context indicates otherwise, the permanent, temporary, proposed, or proposed and temporary regulations of Department of the Treasury under the Code as such regulations may be lawfully changed from time to time.
50. **Related Person** - A person having a relationship to a member that is described in §1.752-4(b) of the regulations.
51. **Resignation** - The act by which a managing member ceases to be a managing member.
52. **Sharing Ratio** - With respect to any member, a fraction (expressed as a percentage), the numerator of which

is the total of the member's capital account and the denominator is the total of all capital accounts of all members and assignees.

53. **Substitute Member** - An assignee who has been admitted to all of the rights of membership pursuant to the company agreement.
-
54. **Taxable Year** - The taxable year of the company as determined pursuant to §706 of the code.
55. **Taxing Jurisdiction** - Any state, local, or foreign government that collects tax, interest, or penalties, however designated, on any member's share of the income or gain attributable to the company.

ARTICLE II

FORMATION

1. **Organization** - The members hereby organize the company as an Idaho limited liability company pursuant to the provisions of the Act.

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 is hereby acknowledged, the members executing the company agreement hereby agree to the terms and conditions of the company agreement, as it may from time to time be amended according to its terms. It is the express intention of the members that the company agreement shall be the sole source of agreement of the parties, and, except to the extent a provision of the company agreement expressly incorporates federal income tax rules by reference to sections of the Code or Regulations or is expressly prohibited or ineffective under the Act, the company agreement shall govern, even when inconsistent with, or different than, the provisions of the Act or any other law or rule. To the extent any provision of the company agreement is prohibited or ineffective under the Act, the company agreement shall be considered amended to the smallest degree possible in order to make the agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way to make any provision of the company agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment.

3. **Name** - The name of the company is Tarnmany View, LLC, and all business of the company shall be conducted under that name or under any other name, but in any case, only to the extent permitted by applicable law.

4. **Effective Date** - The company agreement shall become effective upon the filing and acceptance of the same with the Secretary of State of the State of Idaho.

5. **Term** - The company shall be dissolved and its affairs wound up in accordance with the Act and the company agreement on January 1, 2015, unless the term shall be extended by amendment to the company agreement and the Articles of Organization, or unless the company shall be sooner dissolved and its affairs wound up in accordance with the Act or the company agreement.

6. **Registered Agent and Office** - The registered agent for the service of process and the registered office shall be that person and location reflected in the Articles as filed in the office of the Secretary of State. The managing members, may, from time to time, change the registered agent or office through appropriate filings with the Secretary of State. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the managing members shall promptly designate a replacement registered agent or file a notice of change of address as the case may be. If the managing members shall fail to designate a replacement registered agent or change of address of the registered office, any member may designate a replacement registered agent or file a notice of change of address.

7. **Principal Office** - The principal office of the company shall be located at: 201 W. Main, Grangeville, Idaho, 83530.

ARTICLE III
NATURE OF BUSINESS

The company may engage in any lawful business permitted by the Act or 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 the accomplish its purpose and operate its business as described in this Article III. The company exists only for the purpose specified in this Article III, and may not conduct any other business without the unanimous consent of the members. The authority granted to the managing members hereunder to bind the company shall be limited to actions necessary or convenient to this business.

ARTICLE IV
ACCOUNTING AND RECORDS

1. Records to be Maintained - The company shall maintain the following records at the principal office:

- 1.1 A current list of the full name and last known business address of each member partner set forth;
- 1.2 A copy of the articles of organization and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any articles has been executed;
- 1.3 Copies of the company's federal, foreign, state, and local income tax returns and reports, if any, for the three most recent years;
- 1.4 Copies of the company agreement including all amendments thereto;
- 1.5 Any financial statements of the company for the three most recent years;
- 1.6 A writing or other compilation from which information can be obtained from retrieval devices into reasonably usable form setting forth the following:
 - 1.6.1 the amount of cash and a description and statement of the agreed value of the other property or services contributed by each member and which each member has agreed to contribute;
 - 1.6.2 the times at which or events on the happening of which any additional commitments agreed to be made by each member are to be made;
 - 1.6.3 other writings prepared pursuant to a requirement, if any, under this or any other operating agreement; and
 - 1.6.4 any events upon the happening of which the company is to be dissolved and its affairs wound up.

2. Reports to Members:

- 2.1 Unless waived in writing, the managing members shall provide reports at least annually to the members other than assignees at such time and in such manner as the managing members may determine reasonable.
- 2.2 The managing members shall provide all members with those information returns required

by the code and the laws of any state.

3. **Accounts** - The managing members shall maintain a record of capital account for each member in accordance with Article VIII.

ARTICLE V
NAMES AND ADDRESSES OF MEMBERS

The names and addresses of the initial members are reflected on Exhibit A attached hereto and by this reference made a part hereof as if set forth fully herein.

ARTICLE VI
RIGHTS AND DUTIES OF MEMBERS

1. **Management Rights** - All members (other than Assignees) who have not dissociated shall be entitled to vote on any matter submitted to a vote of the members. Notwithstanding the foregoing, the following actions require the unanimous consent of the members:

- 1.1 any amendment to this company agreement,
- 1.2 the admission of assignees to management rights,
- 1.3 the continuation of the company after a dissolution event.

2. **Majority** - Whenever any matter is required or allowed to be approved by a majority of the members or a majority of the remaining members under the Act or the company agreement, such matter shall be considered approved or consented to upon the receipt of the affirmative approval or consent, either in writing or at a meeting of the members, of members having sharing ratios in excess of one half of the sharing ratios of all the members entitled to vote on a particular matter. Assignees and, in the case of approvals to withdrawal where consent of the remaining members is required, dissociating members shall not be considered members entitled to vote for the purpose of determining a majority. In the case of a member who has disposed of that member's entire membership interest to an assignee, but has not been removed as provided below, the sharing ratio of such assignee shall be considered in determining a majority and such member's vote or consent shall be determined by such sharing ratio.

3. **Liability of Members** - No member shall be liable as such for the liabilities of the company. The failure of a limited liability company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this agreement or the Act shall not be grounds for imposing personal liability on the members or managers for liabilities of the limited liability company.

4. **Indemnification** - The company shall indemnify the members, managing members, and agents for all costs, losses, liabilities, and damages paid or accrued by such member, manager or agent in connection with the business of the company, to the fullest extent provided or allowed by the laws of the state.

5. **Representations and Warranties** - Each member, and in the case of an organization, the person(s) executing the company agreement on behalf of the organization, hereby represents and warrants to the company and each other member that: (a) if that member is an organization, that it is duly organized, validly existing, and in good standing under the law of its state of organization and that it has full organizational power to execute and agree to the company agreement 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; (c) the member acknowledges that the interests have not been registered under the Securities Act of 1933 or any state securities law, and may not be resold or transferred by the member without appropriate registration or the availability of an exemption

from such requirements.

6. Conflicts of Interest

- 6.1 A member, including a managing member, shall be entitled to enter into transactions that ~~may be considered to be competitive with, or a business opportunity that may be beneficial~~ to, the company, it being expressly understood that some of the members may enter into transactions that are similar to the transactions into which the company may enter. Notwithstanding the foregoing, members shall account to the company and hold as trustee for it any property, profit, or benefit derived by the member, without the consent of the other members, in the conduct and winding up of the company business or from a use or appropriation by the member of company property including information developed exclusively for the company and the opportunities expressly offered to the company.
- 6.2 A member, including a managing member does not violate a duty or obligation to the company merely because the member's conduct furthers the member's own interest. A member may lend money to and transact other business with the company. The rights and obligations of a member who lends money to or transacts business with the company are the same as those of a person who is not a member, subject to other applicable law. No transaction with the company shall be voidable solely because a member has a direct or indirect interest in the transaction if either the transaction is fair to the company or the disinterested managing members or disinterested members, in either case knowing the material facts of the transaction and the member's interest, authorize, approve, or ratify the transaction.

ARTICLE VII MANAGING MEMBERS

1. Original Managing Members - The ordinary and usual decisions concerning the business affairs of the company shall be made by the managing members. The initial managing members shall be:

See Exhibit "A" attached hereto and incorporated herein by reference.

2. Term of Office as Managing Member - No managing member shall have any contractual right to such position. Each managing member shall serve until the earliest of:

- 2.1 the dissociation of such managing member;
- 2.2 removal of the managing member.

3. Authority of Members to Bind the Company - The members hereby agree that only the managing members and authorized agents of the company shall have the authority to bind the company. No member other than a managing member shall take any action as a member to bind the company, and shall indemnify the company for any costs or damages incurred by the company as a result of the unauthorized action of such member. Each managing member has the power, on behalf of the company, to do all things necessary or convenient to carry out the business and affairs of the company, including, without limitation:

- 3.1 the institution, prosecution, and defense of any proceeding in the company's name;
- 3.2 the purchase, receipt, lease, or other acquisition, ownership, holding, improvement, use and other dealing with, property, wherever located;

- 3.3 the sale, conveyance, mortgage, pledge, lease, exchange, and other disposition of property;
- 3.4 the entering into contracts and guaranties; incurring of liabilities, borrowing money, issuance of notes, bonds, and other obligations; and the securing of any of its obligations by mortgage or pledge of any of its property or income;

- 3.5 the lending of money, investment and reinvestment of the company's funds, and receipt and holding of property as security for repayment, including without limitation, the loaning money to, and otherwise helping members, officers, employees and agents;
- 3.6 the conduct of the company's business, the establishment of company offices, and the exercise of the powers of the company within or without the state;
- 3.7 the appointment of employees and agents of the company, the defining of their duties, the establishment of their compensation;
- 3.8 the payment of pensions and establishment of pension plans, pension trusts, profit sharing plans, and benefit and incentive plans for all or any of the current or former members, employees, and agents of the company;
- 3.9 the making of donations to the public welfare or for religious, charitable, scientific, literary, or educational purposes;
- 3.10 the payment or donation, or any other act that furthers the business and affairs of the company;
- 3.11 the payment of compensation, or additional compensation to any or all members, and employees on account of services previously rendered to the limited liability company, whether or not an agreement to pay such compensation was made before such services were rendered;
- 3.12 the purchase of insurance the life of any of its members, or employees for the benefit of the company;
- 3.13 the participation in partnership agreements, joint ventures, or other associations of any kind with any person or persons;
- 3.14 the indemnification of members or any other person.

4. Actions of the Managing Members - Each managing member has the power to bind the company as provided in this Article VII. Any difference arising as to any matter within the authority of the managing members shall be decided by a majority of the managing members, majority being defined as provided in Article VI above. No act of a member in contravention of such determination shall bind the company to persons having knowledge of such determination. Notwithstanding such determination, the act of managing member for the purpose of apparently carrying on the usual way the business or affairs of the company, including the exercise of the authority indicated in this Article VII, and no person dealing with the company shall have any obligation to inquire into the power or authority of the managing member acting on behalf of the company.

5. Compensation of Managing Member - Each managing member shall be reimbursed all reasonable expenses incurred in managing the company and shall be entitled to compensation, in an amount to be determined from

time to time by the affirmative vote of a majority of the members.

6. Managing Members' Standard of Care - A managing member's duty of care in the discharge of the managing member's duties to the company and the other members is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. In discharging its duties, a managing member shall be fully protected in relying in good faith upon the records required to be maintained under Article IV and upon such information, opinions, reports or statements by any of its other managing members, members, or agents, or by any other person, as to matters the managing member reasonably believes are within such 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 or losses of the company or any other facts pertinent to the existence and amount of assets from which distributions to members might properly be paid.

7. Removal of Managing Member - Any managing member may be removed only by the unanimous vote of the members.

ARTICLE VIII

CONTRIBUTIONS AND CAPITAL ACCOUNTS

1. Initial Contributions - Each initial member shall make the capital contribution described for that member on Exhibit A at the time and on the terms specified on Exhibit A and shall perform that member's commitment. If no time for contribution is specified, the capital contributions shall be made upon the filing of the Articles of Organization with the Secretary of State. The value of the capital contributions shall be as set forth on Exhibit A. No interest shall accrue on any capital contribution and no member shall have the right to withdraw or be repaid any capital contribution except as provided in this company agreement. Each additional member shall make the initial capital contribution described in the admission agreement. The value of the additional member's initial capital contribution and the time for making such contribution shall be set forth in the admission agreement.

2. Additional Contributions - In addition to the initial capital contributions and commitments, the managing members may determine from time to time that additional contributions are needed to enable the company to conduct its business. Upon making such a determination, the managing members shall give notice to all members in writing at least ten business days prior to the date on which such contribution is due. Such notice shall set forth the amount of additional contribution needed, the purpose for which the contribution is needed, and the date by which the members should contribute. Each member shall be entitled to contribute a proportionate share of such additional contribution. Except to the extent of a member's unpaid commitment, no member shall be obligated to make any such additional contributions. In the event any one or more members do not make their additional contribution, the other members shall be given the opportunity to make the contributions. Each additional member shall make the capital contribution to which such member has agreed, at the time or times and upon the terms to which the managing members and the additional member agree.

3. Enforcement of Commitments - In the event any member (a delinquent member) fails to perform the delinquent member's commitment, the managing members shall give the delinquent member a notice of the failure to meet the commitment. If the delinquent member fails to perform the commitment (including any costs associated with the failure to demand compliance with the commitment and interest on such obligation at the default interest rate) within ten business days of the giving of notice, the managing members may take such action, including but not limited to enforcing the commitment in the court of appropriate jurisdiction in the state in which the principal office is located or the state of the delinquent member's address as reflected in the company agreement. Each member expressly agrees to the jurisdiction of such courts but only for the enforcement of commitments. The managing members may elect to allow the other members to contribute the amount of the commitment in proportion to such members' sharing ratios, with those members who contribute (contributing members) to contribute additional amounts equal to any amount of the commitment not contributed. The contributing members shall be entitled to treat the amounts contributed pursuant to

this section as a loan from the contributing members bearing interest at the default interest rate secured by the delinquent member's interest in the company. Until they are fully repaid the contributing members shall be entitled to all distributions to which the delinquent member would have been entitled. Notwithstanding the foregoing, no commitment or other obligation to make an additional contribution may be enforced by a creditor of the company unless the member expressly consents to such enforcement or to the assignment of the obligation to such creditor.

4. Maintenance of Capital Accounts - The company shall establish and maintain capital accounts for each member and assignee. 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 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 or subject to which the company takes such property, within the meaning of §752 of the Code), and (3) the member's share of net profits and of any separately allocated items of income or gain except adjustments of the Code (including any gain and income from unrealized income with respect to accounts receivable 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 distributed to the member by the company, (2) the fair market value of any property distributed to the member (net of liabilities of the company assumed by the member or subject to which the member takes such property within the meaning of §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 the book value and tax basis of assets contributed by the member.)

5. 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 that member's allocable share (as determined under Article IX below) of the net profits or net losses that would have been realized by the company had it sold the assets that were distributed at their respective fair market values immediately prior to their distribution.

6. 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. Compliance with Section 704(b) of the Code - The provisions of this Article VIII 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 IX to have substantial economic effect under the regulations promulgated under §704(b) of the Code, in light of the distributions made pursuant to Articles IX and XIV and the capital contributions made pursuant to this Article VIII. Notwithstanding anything herein to the contrary, this company agreement shall not be construed as creating a deficit restoration obligation or otherwise personally obligate any member to make a capital contribution in excess of the initial contribution.

ARTICLE IX

ALLOCATIONS AND DISTRIBUTIONS

1. Allocations of Net Profits and Net Losses from Operations - Except as may be required by §704(c) of the code, and §§2, 3, and 4 of this Article IX, net profits, net losses, and other items of income, gain, loss, deduction and credit shall be apportioned among the members in proportion to their sharing ratios.

2. Company Minimum Gain Chargeback - If there is a net decrease in company minimum gain for a taxable year, each member must be allocated items of income and gain for that taxable year equal to that member's share of the net decrease in company minimum gain. A member's share of the net decrease in company minimum gain is the amount of the total net decrease multiplied by the member's percentage taxable year. A member's share of any decrease in company minimum gain resulting from a revaluation of company property equals the increase in the member's capital account attributable to the revaluation to the extent the reduction in minimum gain is caused by the revaluation. A

member is not subject to the company minimum gain chargeback requirement to the extent the member's share of the net decrease in company minimum gain is caused by a guarantee, refinancing, or other change in the debt instrument causing it to become partially or wholly a recourse liability or a member nonrecourse liability, and the member bears the economic risk of loss (within the meaning of §1.752-2 of the regulations) for the newly guaranteed, refinanced, or otherwise changed liability.

3. **Member Minimum Gain Chargeback** - If during a taxable year there is a net decrease in member minimum gain, any member with a share of that member minimum gain (as determined under §1.704-2(i)(5) of the regulations) as of the beginning of that taxable year must be allocated items of income and gain for that taxable year (and, if necessary, for succeeding taxable years) equal to that member's share of the net decrease in the company minimum gain. A member's share of the net decrease in member minimum gain is determined in a manner consistent with the provisions of paragraph (g)(2) of this section. A member is not subject to this member minimum gain chargeback, however, to the extent the net decrease in member minimum gain arises because the liability ceases to be member nonrecourse liability due to a conversion, refinancing, or other change in the debt instrument that causes it to become partially or wholly a company nonrecourse liability. The amount that would otherwise be subject to the member minimum gain chargeback is added to the member's share of company minimum gain. In addition, rules consistent with those applicable to company minimum gain shall be applied to determine the shares of member minimum gain and member minimum gain chargeback to the extent provided under the regulations issued pursuant to §704(b) of the Code.

4. **Qualified Income Offset** - In the event any member, in such capacity, unexpectedly receives an offsettable decrease, such member will be allocated items of income and gain (consisting of a pro rata portion of each item of partnership income and gain for such year) in an amount and manner sufficient to offset such offsettable decrease as quickly as possible.

5. **Interim Distributions** - From time to time, the managing members shall 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, the managing members may make distributions to the members in accordance with their sharing ratios. Such distributions shall be in cash or property (which need not be distributed proportionately) or partly in both, as determined by the managing members.

6. **Limitations on Distributions** - No distribution shall be declared and paid unless, after the distribution is made, the assets of the company are in excess of all liabilities of the company, except liabilities to members on account of their capital accounts.

ARTICLE X

TAXES

1. **Elections** - The managing members may make any 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.

2. **Taxes of Taxing Jurisdiction** - To the extent that the laws of any taxing jurisdiction requires, each member requested to do so by the managing members 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 and 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 IX. The managing members may, where permitted by the rules of any taxing jurisdiction, file a composite, combined 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.

3. **Tax Matters Partner** - The managing members shall designate one of their number or, if there are no managing members eligible to act as *tax matters* partner any other member, as the tax matters partner of the company pursuant to §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 §6223 of the Code. Any member who is designated tax matter partner may not take any action contemplated by §§6222 through 6232 of the Code without the consent of the managing members.

4. **Cash Method of Accounting** - The records of the company shall be maintained on a cash receipts and disbursements method of accounting.

ARTICLE XI

DISPOSITION OF MEMBERSHIP INTERESTS

1. **Disposition** - Any member or assignee may dispose of all or a portion of the member's or assignee's membership interest upon compliance with this Section 1. No membership interest shall be disposed of:

- 1.1 if such disposition, alone or when combined with other transactions, would result in a termination of the company within the meaning of §708 of the Code;
- 1.2 without an opinion of counsel satisfactory to the managing members that such assignment is subject to an effective registration under, or exempt from the registration requirements of, the applicable state and federal securities laws;
- 1.3 unless and until the company receives from the assignee the information and agreements that the managing members may reasonably require, including but not limited to any taxpayer identification number and any agreement that may be required by any taxing jurisdiction.

2. **Dispositions not in Compliance with this Article Void** - Any attempted disposition of a membership interest, or any part thereof, not in compliance with this Article is null and void *ab initio*.

ARTICLE XII

DISSOCIATION OF A MEMBER

1. **Dissociation** - A person shall cease to be a member upon the happening of any of the following events:

- 1.1 the withdrawal of a member with the consent of a majority of the remaining members;
- 1.2 the bankruptcy of a member;
- 1.3 in the case of a member who is a natural person, the death of the member or the entry of an order by a court of competent jurisdiction adjudicating the member incompetent to manage the member's person estate;
- 1.4 in the case of a member who is acting as a member by virtue of being a trustee of a trust, the termination of the trust (but not merely the substitution of a new trustee);
- 1.5 in the case of a member that is separate organization other than a corporation, the dissolution and commencement of winding up of the separate organization;

- 1.6 in the case of a member that is a corporation, the filing of a certificate of dissolution, or its equivalent, for the corporation or the revocation of its charter; or
 - 1.7 in the case of an estate, the distribution by the fiduciary of the estate's entire interest in the limited liability company.
-

2. Rights of Dissociating Member - In the event any member dissociates prior to the expiration of the term:

- 2.1 if the dissociation causes a dissolution and winding up of the company under Article XIV, the member shall be entitled to participate in the winding up of the company to the same extent as any other member except that any distributions to which the member would have been entitled shall be reduced by the damages sustained by the company as a result of the dissolution and winding up;
- 2.2 if the dissociation does not cause a dissolution and winding up of the company under Article XIV, the member shall be entitled to an amount equal to the value of the member's membership interest in the company, to be paid within six months of the date of dissociation. Notwithstanding the foregoing, if the dissociation is other than as a result of the death or incompetence of the member, the managing members may pay the value of the member's membership interest in the company out over a period not to exceed five years, provided that the dissociating member shall be entitled to participate as an assignee in the company until the value of such interest (plus interest at the default interest rate) is paid in full. The value of the member's membership interest shall include the amount of any distributions to which the member is entitled under the company agreement and the fair value of the member's membership interest as of the date of dissociation based upon the member's right to share in distributions from the company reduced by any damages sustained by the company as a result of the member's dissociation.

ARTICLE XIII

ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS

1. Rights of Assignees - The assignee of a membership interest has no right to participate in the management of the business and affairs of the company or to become a member. The assignee is only entitled to receive the distributions and return of capital, and to be allocated the net profits and net losses attributable to the membership interest.

2. Admission of Substitute Members - An assignee of a membership interest shall be admitted as a substitute member and admitted to all the rights of the member who initially assigned the membership interest only with the approval of all the managing members and a majority of the members. The managing members may grant or withhold the approval of such admission for any in their sole and absolute discretion. If so admitted, the substitute member has all the rights and powers and is subject to all the restrictions and liabilities of the member originally assigning the membership interest. The admission of a substitute member, without more, shall not release the member originally assigning the membership interest from any liability to the company that may exist prior to the approval.

3. Admission of Permitted Transferees - Notwithstanding Section 2 hereof, the membership interest of any member shall be transferable without the consent of the managing members or any of the members if (i) the transfer occurs by reason of or incident to the death, dissolution, divorce, liquidation, merger, or termination of the transferor member, and (ii) the transferee is a permitted transferee.

4. Admission of Additional Members - The managing members may permit the admission of additional members and determine the capital contributions of such members. Notwithstanding the foregoing, the additional members may not become managing unless and until selected to such position as provided herein.

ARTICLE XIV
DISSOLUTION AND WINDING UP

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):

- 1.1 the expiration of the term, unless the business of the company is continued with the consent of a majority of the members;
- 1.2 the unanimous written consent of all of the members.

2. **Effect of Dissolution** - Upon dissolution, the company shall cease carrying on as distinguished from the winding up of 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 Secretary of State.

3. **Distribution of Assets on Dissolution** - Upon the winding up of the company, the company property shall be distributed:

- 3.1 to creditors, including members who are creditors, to the extent permitted by law, in satisfaction of company liabilities;
- 3.2 to members in accordance with positive capital 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 60 days of the end of the company's taxable year or, if later, within 90 days after the date of liquidation. Such distributions shall be in cash or property (which need not be distributed proportionately) or partly in both, as determined by the managing members.

4. **Winding Up and Certificate of Dissolution** - The winding up of a limited liability company shall be completed when all debts, liabilities, and obligations of the limited liability company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining property and assets of the limited liability 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 Secretary of State for filing. The certificate of dissolution shall set forth the information required by the Act.

ARTICLE XV
AMENDMENT

1. **Company Agreement May Be Modified** - The company agreement may be modified as provided in this Article XV (as the same may, from time to time be amended). No member or managing member shall have any vested rights in the company agreement which may not be modified through an amendment to the company agreement.

2. **Amendment or Modification of Company Agreement** - The company agreement may be amended or modified from time to time only by a written instrument adopted by the managing members and executed by a majority of the members.

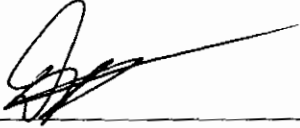
ARTICLE XVI
MISCELLANEOUS PROVISIONS

1. **Entire Agreement** - The company agreement represents the entire agreement among all the members and between the members and the company.

2. No Partnership Intended for Nontax Purposes - The members have formed the company under the Act, and expressly do not intend hereby to form a partnership under either the State Uniform Partnership Act nor the State Uniform Limited Partnership Act. The members do not intend to be partners one to another, or partners as to any third 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.

3. Rights of Creditors and Third Parties under Company Agreement - The company agreement is entered into among the company and the members for the exclusive benefit of the company, its members, and their successors and assignees. The company 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 the company agreement or any agreement between the company and any member with respect to any capital contribution or otherwise.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the date set forth beside our names.

	_____
	DATE
	_____
	DATE
_____	_____
	DATE
_____	_____
	DATE



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region, 7600 Mineral Drive, Suite 100, Coeur d'Alene, Idaho 83815

Phone: (208) 762-2800 FAX: (208) 762-2819 www.idwr.idaho.gov

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Interim Director

FAX TRANSMITTAL COVER SHEET

DATE: 3/19/07

TO: Warren Watson

FROM: IDWR

FAX #: 509-243-4004

NOTE: BLANK FORMS ARE AVAILABLE ON THE INTERNET AT:
www.idwr.state.id.us/info/forms.htm

DOCUMENT DESCRIPTION:

Sensitive Basin **FILED**

TOTAL PAGES SENT: 3 PLUS (+) COVER SHEET

CONTACT: Keith Franklin
(NAME OF SENDER)

CHARGES: One (1) free copy per request, cover sheet not included. Two (2) or more copies per request are \$0.25 per page with a \$0.50 minimum

PLEASE CONSIDER THIS DOCUMENT AS A BILLING STATEMENT.

THE CHARGE FOR YOUR FAX COPIES IS \$

PLEASE REMIT BY RETURN MAIL TO THE ABOVE ADDRESS.

PHONE NO: (208) 762-2800

FAX NO: (208) 762-2819



State of Idaho

DEPARTMENT OF WATER RESOURCES

7600 Mineral Drive, Suite 100 • Coeur d'Alene, Idaho 83815

Phone: (208) 762-2800 • Fax: (208) 762-2819 • Web Site: www.idwr.idaho.gov

NORTHERN REGION

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Interim Director

March 12, 2007

COPY

Donald R. Blewitt
PO Box 356
Grangeville, Idaho 83530

Re: Application For Permit to Appropriate the Public Waters of the State of Idaho.

Dear Mr. Blewitt:

Please find enclosed the Application For Permit you recently submitted to the Idaho Department of Water Resources (IDWR). IDWR is returning the application because of insufficient information. Please see the following items that need to be completed before the application can be processed:

Item Number 1. Name of Applicant

A municipal water right cannot be issued to an individual. Idaho Code 42-202B, defines a municipal provider as a corporation or association holding a franchise to supply water for municipal purposes through a water system regulated by the state of Idaho as a "public water supply". In order to apply for a municipal water right a corporation, association or LLC that is registered with the Secretary of State must submit the application in their name. When the application is returned, please attach a copy of the articles of formation, listing the current officers and their phone numbers. A public water supply number (pws #), issued by the Department of Environmental Quality, will also be needed.

Item Number 3. Location of Point (s) of Diversion.

You indicated there would be multiple points of diversion and only one point was indicated on the submitted map. Please identify the approximate location of each proposed well, in the proper quarter quarter of the section on the attached map.

Also, the property happens to be located within the Salmon-Clearwater River drainage, which is considered a sensitive basin. Idaho Code 42-203A(5) requires IDWR to evaluate the following criteria for applications to appropriate water:

- The potential to reduce the quantity of water under existing water rights
- The sufficiency of the water supply for the proposed appropriation

- The good faith nature of the application
- The adequacy of the financial resources of the applicant
- The local public interest in the public water resources
- The conservation of water resources in Idaho
- Impacts to the economy of the local area or watershed

To ensure that IDWR has sufficient information to evaluate the statutorily mandated criteria, Rule 40.05 of the Water Appropriation Rules (IDAPA 37.03.08.040.05) requires water right applicants to submit additional information to IDWR in connection with their applications. I have enclosed a copy of Rule 40.05 for your reference.

In accordance with Rule 40.05.c, the additional informational requirement is usually waived for applications proposing the appropriation of 5.0 cfs or less or the storage of 500 acre feet or less. Because the waters of the Clearwater River drainage are habitat for fish species listed as endangered or threatened under the federal Endangered Species Act, IDWR believes that caution is necessary to ensure that new appropriations of water do not undermine efforts to protect and restore the ESA listed fish species and other public values in the rivers and streams of the Clearwater River basin. As part of this cautious approach, IDWR is requiring that applicants submit the additional information required by Water Appropriation Rules 40.05.c through 40.04.g even when the applications are for less than the usual 5.0 cfs/500 acre feet threshold. Also, information about the local public interest must contain comments from the Idaho Department of Fish & Game, the Idaho Department of Environmental Quality and appropriate Forest Service Ranger District if applicable.

Please submit the information required by Water Appropriation Rules 40.05.c through 40.05.g to IDWR within 30 days. For your convenience, I have highlighted the portions of the rules that apply to your application. If you need additional time to submit the required information, please submit a written request. IDWR can grant additional time "upon a showing of good cause". Water Appropriation Rule 40.05.d also allows an applicant to request that IDWR interrupt processing an application for up to six months. IDWR can approve the request if it will not injure others, it is consistent with the public interest, and it is not for speculative purposes.

COPY

If you have any questions, don't hesitate to contact me at this office.

Sincerely.

Keith E. Franklin
Senior Water Resources Agent

Enclosure/kf

Cc: Marti Bridges at IDEQ in Boise
Cindy Robertson at IDFG in Boise
Cal Goen at IDFG in Lewiston
Kerby Cole at IDEQ in Lewiston

COPY

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

1. Name of Applicant DONALD R. BLEWITT Phone (208) 983-2933
Mailing address Box 356 Grangeville Idaho
2. Source of water supply Groundwater which is a tributary of _____
3. Location of point of diversion is Township 34N Range 4W Sec. 18, in the NE 1/4, SE 1/4, NE 1/4, Govt. Lot _____, B.M., Norperce County;
additional points of diversion if any NE 1/4 NE 1/4 Sec 18 T.34N. R.4W
4. Water will be used for the following purposes:
- | | |
|---|--|
| Amount <u>0.2 cfs</u> for <u>Municipal</u> purposes from <u>Jan 1</u> to <u>Dec 31</u> (both dates inclusive) | |
| Amount _____ for _____ purposes from _____ to _____ (both dates inclusive) | |
| Amount _____ for _____ purposes from _____ to _____ (both dates inclusive) | |
| Amount _____ for _____ purposes from _____ to _____ (both dates inclusive) | |
| Amount _____ for _____ purposes from _____ to _____ (both dates inclusive) | |
| Amount _____ for _____ purposes from _____ to _____ (both dates inclusive) | |
5. Total quantity to be appropriated is (a) 0.2 cfs cubic feet per second and/or (b) _____ acre feet per annum
6. Proposed diverting works: Well & Pump
- a. Describe type and size of devices used to divert water from the source _____
- b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet
- c. Proposed well diameter is 8 inches; proposed depth of well is 880 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 4 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. Township of Grangeville
- d. Domestic; show number of households. 38
- e. Other; describe fully. _____

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	
34	4w	7															m	m	
34	4w	18	m	m	m	m													

Total number of acres to be irrigated _____

0. Describe any other water rights used for the same purposes as described above. _____

1. a. Who owns the property at the point of diversion? Don & Bob Blawitt

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

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: _____

Don & Bob Blawitts are owner of the subdivision
(Tommy View Properties)

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.

Donald H. Blawitt

Signature of Applicant (and title, if applicable)

Received by KK Date 3-9-07 Time _____ Preliminary check by _____
Fee \$ 100.00 Receipted by cm # N018183 Date 3-9-07
Publication prepared by _____ Date _____ Published in _____
Publication approved _____ Date _____

