



0004255497



STATE OF IDAHO
 Office of the secretary of state, Lawrence Denney
ANNUAL REPORT
 Idaho Secretary of State
 PO Box 83720
 Boise, ID 83720-0080
 (208) 334-2301
 Filing Fee: \$0.00

For Office Use Only
-FILED-
 File #: 0004255497
 Date Filed: 4/24/2021 1:42:01 PM

Entity Name and Mailing Address:
 Entity Name: **BECKENHAUER PROPERTIES, LLC**
 The file number of this entity on the records of the Idaho Secretary of State is: **0000551775**
 Address: **2224 W AVIARA PL
 COEUR D ALENE, ID 83814-0067**

Entity Details:
 Entity Status: **Active-Existing**
 This entity is organized under the laws of: **IDAHO**
 If applicable, the old file number of this entity on the records of the Idaho Secretary of State was: **W182494**

The registered agent on record is:
 Registered Agent: **Crystal P. Beckenhauer
 Registered Agent
 Physical Address
 2224 W AVIARA PLACE
 COEUR D'ALENE, ID 83814
 Mailing Address
 2224 W AVIARA PLACE
 COEUR D'ALENE, ID 83814**

Limited Liability Company Managers and Members

Name	Title	Business Address
RYAN C BECKENHAUER	Member	7688 N VALLEY ST DALTON GARDENS, ID 83815
CRYSTAL P BECKENHAUER	Member	2224 W. AVIARA PL COEUR DALENE, ID 83814
KELLI D BECKENHAUER	Member	7688 N VALLEY ST DALTON GARDENS, ID 83815
Douglas I Beckenhauer	Member	2224 W. AVIARA PLACE COEUR D ALENE, ID 83814

The annual report must be signed by an authorized signer of the entity.
 Job Title: **Manager**

Crystal Paulette Beckenhauer 04/24/2021
 Sign Here Date

B0603-6643 04/24/2021 1:42 PM Received by ID Secretary of State Lawrence Denney

RECEIVED

OCT 28 2017

IDWR / MCM

AGREEMENT FOR SALE AND PURCHASE,
AND ASSIGNMENT OF RIGHTS AND DUTIES

This Agreement is entered into by and between Bighorn Farm, LLC, ("Bighorn Farm"), a Washington limited liability company, and Beckenhauer Properties, LLC ("Beckenhauer"), an Idaho limited liability company.

RECITALS

Whereas, Bighorn Farm is developer of Bighorn Industrial Park ("the Industrial Park"), an industrial subdivision located in Kootenai County, Idaho; and

Whereas, Bighorn Farm presently owns the majority of the lots located in the Industrial Park; and

Whereas, Bighorn Farm is the holder of two Permits to Appropriate Water ("the Permits") issued by the Idaho Department of Water Resources, and identified as No. 95-17044 and No. 95-17076, to appropriate and distribute water, for the beneficial use of real property located in Kootenai County, Idaho including, but not limited to, the lots located in the Industrial Park; and

Whereas, Bighorn Farm owns a well site, pumps, pump house, switching equipment, pumping facilities, and water distribution system (collectively referred to as "the water system") for the distribution of the water from the point of distribution as set forth in the Permit to lots located in the Industrial Park, and to one or more parcels located outside the Industrial Park; and

Whereas, Bighorn Farm has entered into a Water Distribution System Lease ("the Lease") with Pleasant View Water Association, Inc., ("the Water Association"), a non-profit corporation organized according to the laws of the State of Idaho, by which Bighorn Farm has leased to the Water Association the water system; and

Whereas, Bighorn Farm has entered into a Water Service Agreement with Mike Moen ("Moen"), and the Water Association in order to annex Moen's parcel into the Water Association; and

Whereas, Bighorn Farm has entered into a Latecomer Agreement with S & U Properties, LLC, ("S&U") a Washington Limited Liability Company, concerning cost sharing and cost reimbursement for the cost of extending the water system to the lot owned by S&U which is located outside of the Industrial Park, and a Water Service Agreement, dated August 16, 2017; and

Whereas, Beckenhauer is purchasing from Bighorn Farm several lots located in the Industrial Park; and

Whereas, Beckenhauer wishes to obtain from Bighorn Farm, and Bighorn Farm wishes to grant to Beckenhauer, all of Bighorn Farm's rights and duties as developer of the Industrial Park, as set forth in the Declaration of Covenants, Conditions, Restrictions, and Grant of Easements ("the

CCRs"), as recorded at the Office of the Recorder, Kootenai County, Idaho, Instrument No. 2574525000, as set forth in the Plat of Bighorn Industrial Park ("the Plat"), as recorded at the Office of the Recorder, Kootenai County, Idaho, Instrument No. 2574524000 in Book L, at page 120, as from time to time amended; and

Whereas, Beckenhauer wishes to purchase from Bighorn Farm, and Bighorn Farm wishes to sell to Beckenhauer, the water system, the Permits, and all of Bighorn Farm's rights and obligations set forth in the Lease, the Water Service Agreements, the Latecomer Agreement, and Bighorn Farm's status as the Developer of the Industrial Park.

For good and valuable consideration, the receipt of which Bighorn Farm acknowledges, and in consideration of the mutual covenants, terms, and conditions set forth below, the parties agree as follows:

1. Bighorn Farm grants, assigns, and delegates to Beckenhauer, and Beckenhauer accepts from Bighorn Farm, all of Bighorn Farm's rights and duties as set forth in, and which otherwise pertains to, the Permits to Appropriate Water No. 95-17044 and No. 95-17076. Beckenhauer further agrees (a) to indemnify and hold harmless Bighorn Farm, its affiliates and their respective, officers, directors, employees, advisors, and agents (each, an "indemnified person") from and against any and all losses, claims, damages and liabilities to which any such indemnified person and/or entity and or may become subject arising out of or in connection with these Permits to Appropriate Water.
2. Bighorn Farm hereby sells to Beckenhauer, and Beckenhauer purchases from Bighorn Farm, the water system. Beckenhauer acknowledges that it has examined the system, and that the system is, at the time of this Agreement, in good order, repair, and in a safe and clean condition. Bighorn Farm makes no representation or promise, and Beckenhauer acknowledges that it has not received any representation or promise, concerning the condition and/or quality of the water to be obtained at the point of diversion set forth in the Permit.
3. Bighorn Farm grants, assigns, and delegates to Beckenhauer, and Beckenhauer accepts from Bighorn Farm, all of Bighorn Farm's rights and duties as set forth in, and which otherwise pertains to, the Water Distribution System Lease with Pleasant View Water Association, Inc. Beckenhauer further agrees (a) to indemnify and hold harmless Bighorn Farm, its affiliates and their respective, officers, directors, employees, advisors, and agents (each, an "indemnified person") from and against any and all losses, claims, damages and liabilities to which any such indemnified person and/or entity may become subject arising out of or in connection with the Lease.
4. Bighorn Farm grants, assigns, and delegates to Beckenhauer, and Beckenhauer accepts from Bighorn Farm, all of Bighorn Farm's rights and duties as set forth in, and which otherwise pertains to, the Water Service Agreement with Mike Moen. Beckenhauer further agrees (a) to indemnify and hold harmless Bighorn Farm, its affiliates and their

respective, officers, directors, employees, advisors, and agents (each, an "indemnified person") from and against any and all losses, claims, damages and liabilities to which any such indemnified person and/or entity may become subject arising out of or in connection with the Water Service Agreement.

5. Bighorn Farm grants, assigns, and delegates to Beckenhauer, and Beckenhauer accepts from Bighorn Farm, all of Bighorn Farm's rights and duties as set forth in, and which otherwise pertains to, the Latecomer Agreement, and the Water Service Agreement with S & U Properties, LLC. Beckenhauer further agrees (a) to indemnify and hold harmless Bighorn Farm, its affiliates and their respective, officers, directors, employees, advisors, and agents (each, an "indemnified person") from and against any and all losses, claims, damages and liabilities to which any such indemnified person and/or entity may become subject arising out of or in connection with the Latecomer Agreement and the Water Service Agreement.
6. Bighorn Farm grants, assigns, and delegates to Beckenhauer, and Beckenhauer accepts from Bighorn Farm, all of Bighorn Farm's rights and duties as the Developer, as set forth in, and which otherwise pertains to, the CCRs and the Plat. Beckenhauer further agrees (a) to indemnify and hold harmless Bighorn Farm, its affiliates and their respective, officers, directors, employees, advisors, and agents (each, an "indemnified person") from and against any and all losses, claims, damages and liabilities to which any such indemnified person and/or entity may become subject arising out of or in connection with the CCRs and the Plat. Bighorn Farm and Beckenhauer agree to execute and record with the Office of the Recorder, Kootenai County, Idaho, all documents which are necessary or required, to identify Beckenhauer as the Developer.
7. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Agreement.
8. This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho. Jurisdiction and venue in any action to interpret or enforce any provisions of this Agreement shall lie in Kootenai County, Idaho. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision herein shall be instituted in the District Court of the First Judicial District of the State of Idaho, Kootenai County, Idaho.

In witness whereof, the parties execute this document on the date first written above.

For Bighorn Farm, LLC

Richard T. Dahm

By: Richard T. Dahm
Title: ~~Manager~~ Manager

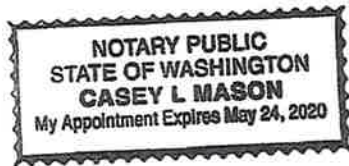
STATE OF WASHINGTON

ss.

County of Spokane

On August 18th, 2017, before me, Casey L. Mason
, a Notary Public for the State of Washington, personally appeared Richard T. Dahm
known or identified to me to be the Manager of the
limited liability company that executed the instrument or the person who executed the instrument
on behalf of said limited liability company, and acknowledged to me that such limited liability
company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the name and year in
this certificate first above written.



Casey L. Mason
Notary Public
Commission expires:

For Beckenhauer Properties, LLC



By: RYAN E. BECKENHAUER
Title: MANAGER

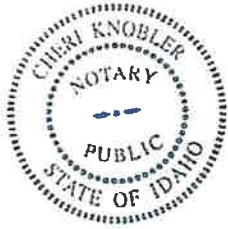
STATE OF IDAHO

ss.

County of Kootenai

On August 15, 2017, before me, Cheri Knobler, a Notary Public for the State of Idaho, personally appeared Ryan E. Beckenhauer, known or identified to me to be the manager of the limited liability company that executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the name and year in this certificate first above written.



Cheri Knobler
Notary Public
Commission expires: 10-16-18

ASSIGNMENT OF RIGHTS AND DUTIES

This Agreement is entered into by and between Pleasant View Water Association, Inc. ("Pleasant View"), a non-profit corporation organized according to the laws of the State of Idaho, and Beckenhauer Properties, LLC ("Beckenhauer"), an Idaho limited liability company.

RECITALS

Whereas, Bighorn Farm, LLC, ("Bighorn Farm"), a Washington limited liability company, is developer of Bighorn Industrial Park ("the Industrial Park"), an industrial subdivision located in Kootenai County, Idaho; and

Whereas, Bighorn Farm owns a well site, pumps, pump house, switching equipment, pumping facilities, and water distribution system (collectively referred to as "the water system") for the distribution of the water to lots located in the Industrial Park, and to one or more parcels located outside the Industrial Park; and

Whereas, Bighorn Farm has entered into a Water Distribution System Lease ("the Lease") with Pleasant View by which Bighorn Farm has leased to Pleasant View the water system; and

Whereas, Beckenhauer is, among other things, purchasing from Bighorn Farm several lots located in the Industrial Park, and the water system, and is accepting from Bighorn Farm its rights and duties as the Developer of the Industrial Park; and

Whereas, George Lawrence, Richard T. Dahm, and Casey Mason are the Directors of Pleasant View; and

Whereas, Beckenhauer wishes to replace those three Directors with Directors of its choosing; and

Whereas, Malcolm Dymkoski, attorney at law, is the registered agent of Pleasant View; and

Whereas, Beckenhauer wishes to appoint a registered agent of its choosing.

In consideration of the mutual covenants, terms, and conditions set forth below, the parties agree as follows:

1. Within thirty (30) days of the closing of the sale of the several lots in the Industrial Park by Bighorn Farms to Beckenhauer, two of the three Directors named above shall resign as Directors. The remaining Director named above shall then appoint Directors chosen by Beckenhauer. Upon such appointment, that remaining Director shall then resign. Beckenhauer agrees (a) to indemnify and hold harmless the three Directors named above (each, an "indemnified person") from and against any and all losses, claims, damages and

liabilities to which any such indemnified person and/or entity may become subject arising out of or in connection with Pleasant View.

2. Within thirty (30) days of the closing of the sale of the several lots in the Industrial Park by Bighorn Farms to Beckenhauer, Malcolm Dymkoski shall resign as registered agent.
3. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Agreement.
4. This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho. Jurisdiction and venue in any action to interpret or enforce any provisions of this Agreement shall lie in Kootenai County, Idaho. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision herein shall be instituted in the District Court of the First Judicial District of the State of Idaho, Kootenai County, Idaho.

In witness whereof, the parties execute this document on the date first written above.

For Pleasant View Water Association, Inc.


By: Richard T. Dahm
Title: Director

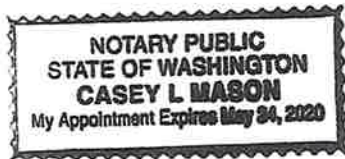
STATE OF WASHINGTON


ss.

County of Spokane


On August 18th, 20 17, before me, Casey L. Mason
, a Notary Public for the State of Washington, personally appeared Richard T. Dahm
, known or identified to me to be the Director of the
corporation that executed the instrument or the person who executed the instrument on behalf of
said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the name and year in
this certificate first above written.




Notary Public
Commission expires: 5-24-2020

For Beckenhauer Properties, LLC


By: RYAN C. BECKENHAUER
Title: MANAGER

STATE OF IDAHO

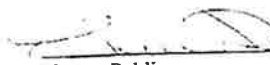
ss.

County of Kootenai

On August 18, 2017, before me, Cheri Knobler
a Notary Public for the State of Idaho, personally appeared Ryan C. Beckenhauer
known or identified to me to be the MANAGER of the
limited liability company that executed the instrument or the person who executed the instrument
on behalf of said limited liability company, and acknowledged to me that such limited liability
company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the name and year in
this certificate first above written.




Notary Public
Commission expires: 12/11/18



0004153270



STATE OF IDAHO
Office of the secretary of state, Lawrence Denney
ANNUAL REPORT
 Idaho Secretary of State
 PO Box 83720
 Boise, ID 83720-0080
 (208) 334-2301
 Filing Fee: \$0.00

For Office Use Only
-FILED-
 File #: 0004153270
 Date Filed: 2/3/2021 10:13:33 AM

Entity Name and Mailing Address:			
Entity Name:	PLEASANT VIEW WATER ASSOCIATION, INC.		
The file number of this entity on the records of the Idaho Secretary of State is:	0000626383		
Address	7688 N VALLEY ST DALTON GARDENS, ID 83815-8743		
Entity Details:			
Entity Status	Active-Good Standing		
This entity is organized under the laws of:	IDAHO		
If applicable, the old file number of this entity on the records of the Idaho Secretary of State was:	C209008		
The registered agent on record is:			
Registered Agent	Doug I Beckenhauer Registered Agent Physical Address 2224 W AVIARA PL COEUR D'ALENE, ID 83814 Mailing Address 2224 W AVIARA PL COEUR D ALENE, ID 83814-0067		
The new physical (street) address of the existing agent in Idaho is:			
Physical Address	2224 W AVIARA PLACE COEUR D'ALENE, ID 83814		
The new mailing address of the existing agent in Idaho is:			
Mailing Address	7688 N VALLEY ST DALTON GARDENS, ID 83815-8743		
Corporate Officers and Directors:			
	Name	Title	Business Address
<input checked="" type="checkbox"/>	Doug Beckenhauer	Director	2224 W AVIARA PLACE COEUR D'ALENE, ID 83814
<input checked="" type="checkbox"/>	Ryan Beckenhauer	Director	7688 N VALLEY ST DALTON GARDENS, ID 83815-8743
<input checked="" type="checkbox"/>	Kelli Beckenhauer	Director	7688 N VALLEY ST DALTON GARDENS, ID 83815-8743
The annual report must be signed by an authorized signer of the entity.			
Job Title: Director			
<i>Kelli Beckenhauer</i>			<i>02/03/2021</i>
Sign Here			Date

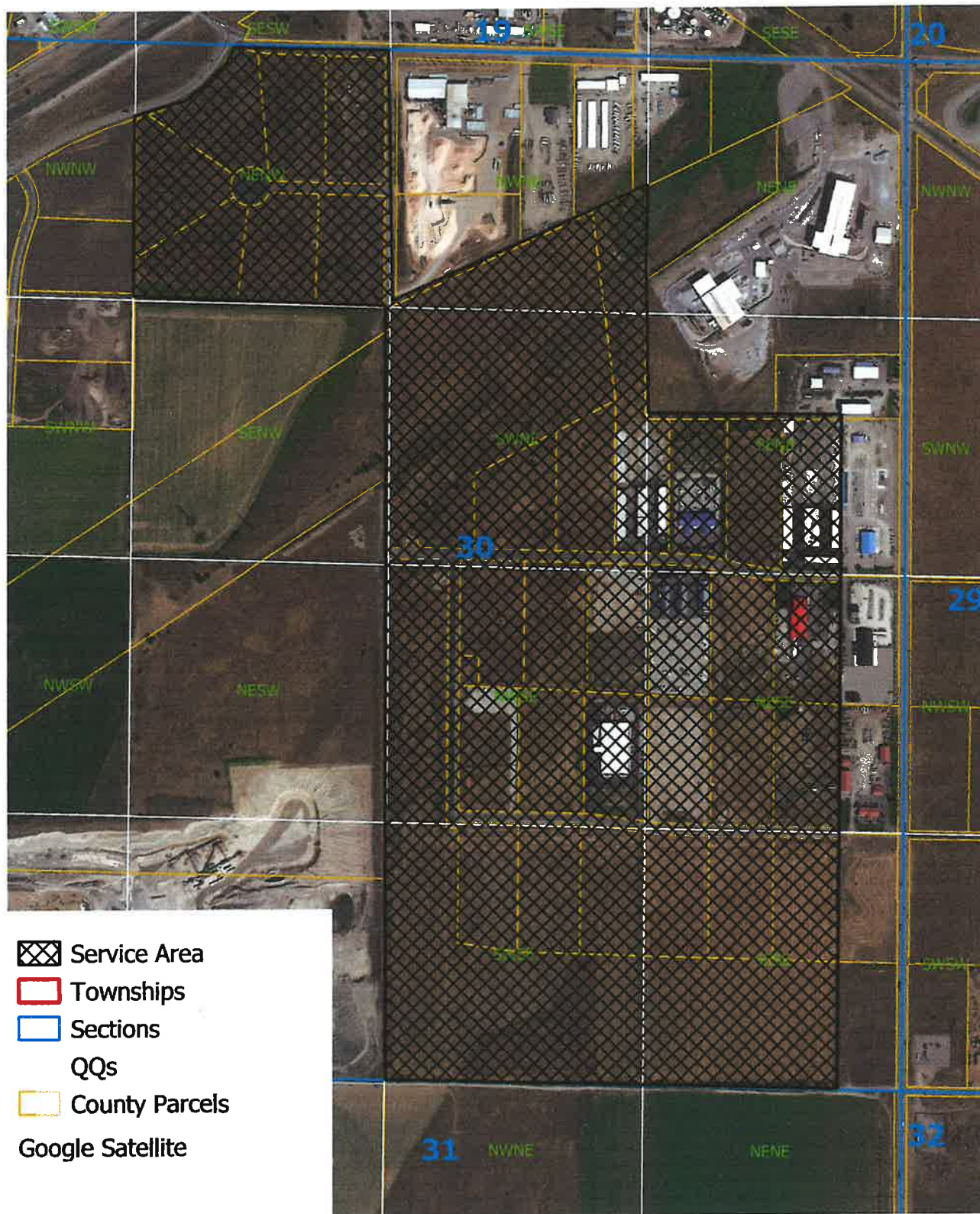
B0579-6382 02/03/2021 10:13 AM Received by ID Secretary of State Lawrence Denney

RECEIVED

Pleasant View Water Association Service Area

Water Right No. 95-17044

IDWR / NORTH





IDAHO DEPARTMENT OF
WATER RESOURCES

Northern Region • 7600 N Mineral Drive, Suite 100 • Coeur D'Alene, ID 83815-7763
Phone: 208-762-2800 • Fax: 208-762-2819 • Email: northerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

November 10, 2021

BECKENHAUER PROPERTIES LLC
2224 W AVIARA PL
COEUR D ALENE ID 83814-0067

RE: Assignment of Permit No(s): 95-17044

Dear Permit Holder(s):

The Department of Water Resources (Department) has received notice that you are the new owner of the above referenced Permit(s). The Department has modified its records and has enclosed a computer-generated report for you.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 762-2813.

Sincerely,

Natalie Steading
Tech Records Specialist 1

Enclosure(s)