

RECEIVED
APR 05 2021
Department of Water Resources
Eastern Region

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
27-12007 <i>OK</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
27-12008 <i>OK</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: John Webster, Diane Webster, Paul Webster, and Craig Webster
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Paul Webster Properties LLC (LLC)
New owner(s) as listed on the conveyance document
- 322 So Angel Street
Mailing address
801-518-8868 or 801-499-0630
Telephone
- Kaysville
City
tdh_dwh1340@q.com
Email
- Name connector ☐ and ☐ or ☐ and/or
UT
State
84037
ZIP
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: _____
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
- ☐ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
 - ☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
 - ☒ Filing fee (see instructions for further explanation):
 - o \$25 per *undivided* water right.
 - o \$100 per *split* water right.
 - o No fee is required for pending adjudication claims.
 - ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
 - ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: [Signature] General partner 3-4-2021
Signature of new owner/claimant Title, if applicable Date

Signature: [Signature] General Partner 3-4-2021
Signature of new owner/claimant Title, if applicable Date

[Signature] General Partner 3-4-2021

For IDWR Office Use Only:

Received by [Signature] Date 4/20/2021 Receipt No. E046868 Receipt Amt. \$50.-

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by [Signature] Processed by [Signature] Date 4/26/2021

SUPPORT DATA

27-12007

**FIRST AMERICAN TITLE COMPANY
241 S. Main, Soda Springs, ID 83276**

PREPARED FOR: Lorinda Seamons

DATE: January 2, 2020

PREPARED BY: Carla Hale

LAST GRANTEE OF RECORD: Paul Webster Properties, LTD

ADDRESS (if of record): 322 S. Angel St., Kaysville, UT 84037

LEGAL DESCRIPTION: 8-43 Section 4 & 5 (see Deeds)

ATTACHMENTS:

Deed: Warranty Deed #179503 & Special Warranty Deed #195306

Deed(s) of Trust/Mortgage(s): None

Plat Map: X

Tax Information: Parcel Nos. 08S43E040001 & 08S43E052401

CCRS: None

First American Title Company appreciates your business. If we can be of further assistance, please contact me at **(208)547-4321**.

This information is furnished to assist you with your new listing. It is not a title or ownership report and no examination of the title to the property described has been made. For this reason, no liability is assumed hereunder, and the company is not responsible for any errors and omissions contained herein.

**FIRST AMERICAN TITLE COMPANY
DEDICATED TO YOUR SUCCESS**

WHEN RECORDED, PLEASE MAIL TO:

Mr. Paul W. Webster
322 Angel Street
Kaysville, Utah 84037

Instrument # 179603
CARIBOU COUNTY
2007-11-15 07:38:26 No. of Pages: 3
Recorded for: WILLIAM L PRATER
VEDA MASCARENAS
Ex-Officio Recorder Deputy *S. H. [Signature]* Fee: 8.00
Index to: WARRANTY DEED

WARRANTY DEED

FOR AND IN CONSIDERATION OF Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PAUL WARREN WEBSTER and CRAIG R. WEBSTER, Grantors, hereby QUIT-CLAIM unto

PAUL WEBSTER PROPERTIES, LTD.,
a Utah limited partnership

Grantee, whose address is 322 Angel Street, Kaysville, Utah 84037 an undivided fifty-percent percent (50%) interest in and to the tract of real property situated in Caribou County, State of Idaho, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

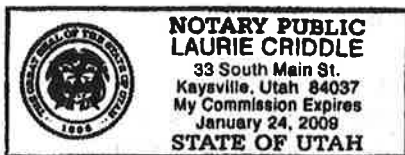
9th day of October, 2007. IN WITNESS WHEREOF, said Grantor has executed this instrument this

Paul Warren Webster
Paul Warren Webster

Craig R. Webster
Craig R. Webster

STATE OF UTAH)
)
COUNTY OF DAVIS) : ss.

On the 9th day of October, 2007, before me, the undersigned Notary, personally appeared Paul Warren Webster, Grantor, who is personally known to me or who proved to me his identity through documentary evidence to be the person who signed the preceding document in my presence and who swore to me that his signature is voluntary and the document truthful.



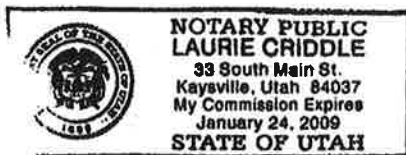
Laurie Criddle
NOTARY PUBLIC
Residing at: Kaysville Utah

My Commission Expires:

1-24-2009

STATE OF Utah)
)
COUNTY OF DAVIS) : ss.

On the 9th day of October, 2007, before me, the undersigned Notary, personally appeared Craig R. Webster, Grantor, who is personally known to me or who proved to me his identity through documentary evidence to be the person who signed the preceding document in my presence and who swore to me that his signature is voluntary and the document truthful.



Laurie Criddle
NOTARY PUBLIC
Residing at: Kaysville Utah

My Commission Expires:

1-24-2009

7837\DEED.CAR

EXHIBIT "A"

Legal Description

The following described property is located in Caribou County, State of Idaho:

Township 8 South, Range 43 East of the Boise Meridian:

Section 4: All, EXCEPT THEREFROM all that portion of the $W\frac{1}{2}NW\frac{1}{4}$ lying West of the Westerly right of way line of North Trail Road, as presently located.

Section 5: Lots 2 and 3, $SE\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$.
ALSO, all that portion of Lot 1 lying East of the Easterly right of way line of North Trail Road, as presently located.

EXCEPT THEREFROM, the East 440 feet of Lot 2 and the East 440 feet of the $SW\frac{1}{4}NE\frac{1}{4}$.

RECORDING REQUESTED BY:
JONES WALDO HOLBROOK & MCDONOUGH PC
SEND TAX NOTICE TO:
PAUL WARREN WEBSTER
322 South Angel Street
Kaysville, UT 84037
AFTER RECORDING RETURN TO:
JONES WALDO ATTN: CLV
170 South Main Street, Suite 1500
Salt Lake City, Utah 84101

Instrument # 195306

CARIBOU COUNTY

5-26-2015 11:11:55 AM No. of Pages: 2

Recorded for : JONES WALDO

DENISE HORSLEY

Ex-Officio Recorder Denise Horsley 13.00

Index to: SPECIAL WARRANTY DEED

SPACE ABOVE FOR RECORDER'S USE

Special Warranty Deed

DOCUMENTARY TRANSFER TAX -0-

For good and other valuable consideration, PAUL WARREN WEBSTER (AKA PAUL WEBSTER) does hereby convey and warrant against all claiming by, through, or under him, all his interest in and to the following described real property in the County of Caribou, State of Idaho to:

PAUL WEBSTER PROPERTIES, LTD
(a Utah Limited Partnership)

SEE LEGAL DESCRIPTION ON EXHIBIT A, ATTACHED HERETO.

Date: December 19, 2014

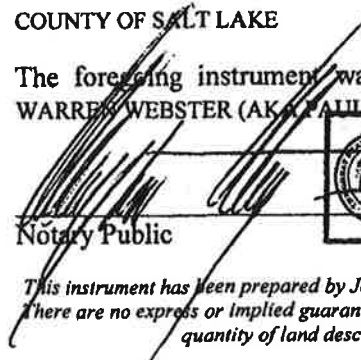

PAUL WARREN WEBSTER
(AKA PAUL WEBSTER)

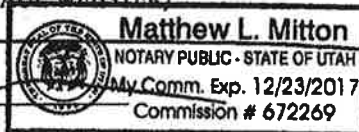
STATE OF UTAH)

SS

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this December 19, 2014 by PAUL WARREN WEBSTER (AKA PAUL WEBSTER)


Notary Public



This instrument has been prepared by Jones Waldo Holbrook & McDonough PC solely from information provided by the client. There are no express or implied guarantees as to marketability of title, accuracy of the property or property legal description or quantity of land described, as no examination of title property was requested by the client.

Exhibit A

Special Warranty Deed

CARIBOU COUNTY, IDAHO:

TOWNSHIP 8 SOUTH, RANGE 43 EAST OF THE BOISE MERIDIAN:

SECTION 4: ALL EXCEPTING THEREFROM ALL THAT PORTION OF THE W1/2 NW 1/4 LYING WEST OF THE WESTERLY RIGHT OF WAY LINE OF NORTH TRAIL ROAD, AS PRESENTLY LOCATED.

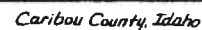
SECTION 5: LOTS 2 AND 3, SE1/4NW1/4, SW1/4NE1/4, N1/2SE1/4.

ALSO, ALL THAT PORTION OF LOT 1 LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF NORTH TRAIL ROAD, AS PRESENTLY LOCATED.

EXCEPT THEREFROM, THE EAST 440 FEET OF LOT 2 AND THE EAST 440 FEET OF THE SW1/4NE1/4.

TOGETHER WITH Sellers interest in all water rights and including water right #A27-02020 out of Spring creek for 46 irrigated acres.

ALSO TOGETHER WITH Sellers interest in all oil, gas and mineral rights.





ANGIE MENDENHALL
PO BOX 507
SODA SPRINGS ID 83276
TELEPHONE: (208) 547-3726

TAX MASTER INQUIRY

PARCEL NUMBER
08S43E040001

TAX CODE AREA
04-04

LEGAL DESCRIPTION
LOTS 1,2,3,4, S1/2, S1/2NE1/4,
SE1/4NW1/4, TR SW1/4NW1/4
E OF ROAD, 633 AC, SEC 4,
T8S R43E

PRIMARY PROPERTY ADDRESS
CARIBOU COUNTY ID

PAUL WEBSTER PROP LTD
322 S ANGEL ST
KAYSVILLE UT 84037

BALANCE DUE	INTEREST DATE 01/02/2020
Paid in Full	BALANCE AS OF 01/02/2020 10:36 am
TOTAL	

Tax Year	Assessment Roll				Bill Number: 121114
2019	PRIMARY	FIRST HALF	SECOND HALF	FULL YEAR	VALUATION
TAX / CERTIFICATION					
Charges	\$ 218.62	\$ 218.62	\$ 437.24	TAXABLE VALUE:	\$ 43,384
Adjustments	\$ 0	\$ 0	\$ 0		
Payments	\$ -218.62	\$ -218.62	\$ -437.24		
LATE CHARGE					
Charges/Adjustments	\$ 0	\$ 0	\$ 0	CHARGES	
Payments	\$ 0	\$ 0	\$ 0	Tax Code Area:	04-04 Levy: 0.010078633
FEES					
Charges/Adjustments	\$ 0	\$ 0	\$ 0	Tax Charge:	\$ 437.24
Payments	\$ 0	\$ 0	\$ 0	Certifications:	\$ 0
INTEREST					
Charges/Adjustments	\$ 0	\$ 0	\$ 0	TOTAL CHARGES:	\$ 437.24
Payments	\$ 0	\$ 0	\$ 0		
AMOUNT DUE	\$ 0	\$ 0	\$ 0		

PAUL WEBSTER PROPERTIES, LTD.

SECOND AMENDED AND RESTATED AGREEMENT

This SECOND AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP made August 1, 2019, by, between and among the entity designated as General Partner on the attached Schedule A (herein referred to as "General Partner"), and the other person(s) designated on Schedule A attached hereto (hereinafter referred to individually as a "Limited Partner" or collectively as the "Limited Partners").

The parties hereto, intending to be legally bound agree as follows:

Article I

Formation

Section 1.01 Formation of Limited Partnership

The parties formed this Partnership on July 28, 2004 and Restated the Partnership Agreement on October 22, 2018. The parties now agree to again amend and restate the limited partnership pursuant to the Uniform Limited Partnership Act ("Act") of Utah, as hereinafter described. The Amendment and Restatement provides the parties below a succession plan between Paul Webster and his children in order to manage various real estate holdings. In order to facilitate the succession plan, Paul Webster resigns as General Partner as his three children assume these responsibilities.

Section 1.02 Name

The business of the Partnership is conducted under the name of PAUL WEBSTER PROPERTIES, LTD. ("Partnership") or such other name as the General Partner may designate in writing to the Limited Partner(s).

Section 1.03 Principal Office

The principal business office of the Partnership shall be located at: 892 North 1340 East, Tooele, UT 84074.

Section 1.04 Purpose

The principal purpose of the Partnership shall be to manage, conserve, invest and reinvest the business, investment or other financial assets of the Webster Family so as to preserve wealth, economic sharing and continuity from one generation of the family to the next. In furtherance of such purpose, the Partnership may engage in any business, investment or other financial venture of any kind allowed by the law of any jurisdiction in which the Partnership is operating or owns assets, whether real or personal, tangible or intangible. The General Partner shall be empowered to take any lawful action necessary, or which the General Partner shall deem necessary, to carry out the purposes of the Partnership. To accomplish the purposes of the Partnership, the General Partner may, subject to any limitations otherwise contained in this Agreement: (i) enter into any and all agreements, whether in the capacity of a nominee or not, and execute documents and instruments, including leases, mortgages, whether as mortgagor or mortgagee, and other evidences of indebtedness, whether as debtor or creditor, (ii) enter into contracts respecting the development, purchase, sale, construction or management of real property, (iii) maintain any form of depository account with a banking or other financial institution, whether checking, savings, margin,

certificates of indebtedness, brokerage, safe deposit or any and all other forms of accounts or other relationships with banking or financial institutions; authorize transactions in the name of the partnership on one or more signatures, which may or may not all be those of the General Partner; (iv) enter into any and all other agreements of any kind necessary to accomplish any transaction, whether specifically listed herein or not, in any capacity, which the General Partner shall deem appropriate to the purposes of the Partnership, or (v) issue Declaration of Limited Partnership and Declarations of Limited Partnership, indemnifying other parties, to enable persons to deal with the General Partner or any agent(s) of the General Partner and the Partnership in Partnership matters.

Section 1.05 Fiscal Year

The tax reporting year of the Partnership shall be the calendar year or such other reporting year as the General Partner shall determine pursuant to the provisions of Code Section 706(b).

Section 1.06 Term

The Term of the Partnership shall commence on the date of the execution of the Agreement and terminate on the dissolution date indicated in **ARTICLE IX**.

Article II

General Definitions

For purposes of this Agreement, the following terms shall each have the meaning set forth (unless the context otherwise requires). The term "person" shall include individuals, corporations, associations, partnerships, trusts, estates and other entities.

Section 2.01 Act

Act shall mean the Utah Uniform Limited Partnership Act, as now in effect or as hereafter amended or revised, to the extent not inconsistent with the terms of this agreement.

Section 2.02 Affiliate of a Partner

Affiliate of a Partner shall mean any Person directly or indirectly controlling, controlled by or under common control of a Partner or Partners.

Section 2.03 Agreement

Agreement shall mean this Agreement, as amended or supplemented from time to time in accordance with the provisions hereof.

Section 2.04 Bankrupt

Bankrupt shall mean, with respect to any Partner, the occurrence of any one or more of the following: (i) the making by the Partner of an assignment for the benefit of creditors; (ii) the filing of an involuntary petition seeking an adjudication of bankruptcy under Chapter 7 of the Bankruptcy Code, which filing is not dismissed within sixty (60) days of the filing; (iii) the filing of a voluntary petition by the Partner under Chapter 7 of the Bankruptcy Code; (iv) the entry of an order of relief against the Partner under Chapter 7 of the Bankruptcy Code; (v) the filing of a voluntary or involuntary petition under Chapters 11 or 13 of the Bankruptcy Code which is not dismissed within sixty (60) days of the filing, but only if the Partner is not the debtor-in-possession of the Partner's assets; (vi) the entry of an order, judgment or decree by a court of competent jurisdiction providing for the liquidation of the assets of the Partner, or appointing a receiver, trustee or other administrator of the Partner's assets which continues in effect for a period of sixty (60) days; (vii) the confirmation of any plan of reorganization under either Chapter 11 or 13 of the Bankruptcy Code providing for the liquidation of substantially all of the Partner's assets.

Section 2.05 Bankruptcy Code

Bankruptcy Code shall mean Title 11 of the United States Code, on the date of execution of the Agreement, or as later amended.

Section 2.06 Declaration of Limited Partnership

Declaration of Limited Partnership shall mean a document, in such form as determined by the General Partner, which contains references to relevant powers and rights contained in this Agreement for the purpose of notifying and indemnifying parties involved in transacting business with the Partnership.

Section 2.07 Code

Code shall mean the Internal Revenue Code of 1986, as amended.

Section 2.08 General Partner

General Partner shall mean the entity designated as such on Schedule A, or any successor General Partner admitted as such in accordance with the terms of the Agreement.

Section 2.09 Limited Partner

Limited Partner shall mean each of the persons designated as such on Schedule A, and any person admitted as a Substitute Limited Partner in accordance with the terms of the Agreement, in such person's capacity as a Limited Partner.

Section 2.10 Net Cash Flow

Net Cash Flow shall mean all cash received by the Partnership from all sources other than Capital Contributions, less cash expended or reserved, in the discretion of the General Partner, for liabilities (contingent or otherwise), expenses, capital expenditures, reserves necessary to carry out the management purposes of the Partnership and any other obligations of the Partnership or obligations secured by the assets of the Partnership.

Section 2.11 Partners

Partners shall mean both the General Partner and the Limited Partner(s) and Partner shall mean any of the Partners as the context requires.

Section 2.12 Partnership

Partnership shall mean the limited partnership formed hereby, as constituted from time to time.

Section 2.13 Partnership Interest

Partnership Interest shall mean the percentage of ownership interest in the Partnership of a Partner, as set forth on Schedule A in effect at the relevant point in time. Each Partner's percentage ownership in the Partnership shall be based on his or her relative Capital Contributions to the Partnership.

Section 2.14 Partnership Property

Partnership Property shall mean all property, whether real or personal, tangible or intangible and any and all other assets or rights owned or held by or on behalf of the Partnership at the relevant time.

Section 2.15 Substitute Limited Partner

Substitute Limited Partner shall mean any person admitted to the Partnership as a Limited Partner, pursuant to the provisions of the Agreement other than those Limited Partners on Schedule A of the Agreement on the date of its execution.

Article III

Capital Contributions and Capital Accounts

Section 3.01 Capital Contributions

Upon execution of this Agreement, the Partners shall contribute to the capital of the Partnership the amounts set forth opposite their names on Schedule A attached hereto.

1. Initial Capital Contributions

The Initial Capital Contribution of a Partner shall be the amount of money or fair market value of property, less any then related liabilities, reflected on Schedule A upon such Partner's admittance to the Partnership.

2. Additional Capital Contribution

Other than as necessary by a General Partner to satisfy such General Partner's liability, as a General Partner, to creditors of the Partnership, no Partner shall be required to contribute additional capital to the Partnership.

However, the General Partner may permit additional contributions of capital to the Partnership. Any such additional contributions shall be pro rata, according to the pre-contribution Partnership Interests of the contributing Partners, unless unanimously agreed otherwise.

Section 3.02 Capital Accounts

Separate Capital Accounts shall be maintained by the Partnership for each Partner. The Capital Account of each Partner shall be credited with all such Partner's Capital Contributions and shall be appropriately adjusted to reflect each Partner's allocations of profits, gains, losses, deductions, the net fair market value of distributions made to the Partner and such other adjustments as shall be required by Code Section 704(b) and the regulations promulgated thereunder. If a Partner holds General and Limited Partnership Interests, separate Capital Accounts shall be maintained.

Section 3.03 Limited Liability

The Limited Partner(s) shall not have any personal liability for liabilities or obligations of the Partnership except to the extent of Capital Contributions of the Limited Partner(s) set forth on Schedule A, and the Limited Partner(s) shall not be required to make any further or additional contribution to the Partnership or to lend or advance funds to the Partnership for any purpose.

Notwithstanding the foregoing, if any court of competent jurisdiction holds that distributions (or any part thereof) received by a Limited Partner pursuant to the provisions hereof constitute a return of capital and directs that a Limited Partner pay such amount (with or without interest thereon) to or for the account of the Partnership or any creditor thereof, such obligation shall be the obligation of said Limited Partner and not of the General Partner or the Partnership.

Section 3.04 No Interest on or Right to Withdraw Capital Contributions

No interest shall be paid by the Partnership on Capital Contributions or on the balance in any Capital Account and no Partner shall have the right to withdraw such Partner's Capital Contributions or to demand or receive a return of any Capital Contribution.

Article IV

Allocations and Distributions

Section 4.01 Distributions

Net Cash Flow shall be distributed to the Partners in such amounts and at such intervals as the General Partner shall determine, in proportion to their respective Partnership Interests at the relevant time.

Section 4.02 Allocation of Profits and Losses

All profits and losses of the Partnership shall be allocated to each Partner in proportion to each Partner's respective Partnership Interest; provided, however, that the Partnership's activities shall be at all times conform to the requirements of Code Sections 704(c), 704(e), and regulations promulgated thereunder.

Section 4.03 Distribution of Assets

Except as otherwise specifically provided in the Agreement, and subject to any limitations otherwise stated in the Agreement, no Partner shall be entitled to receive as a distribution from the Partnership any Partnership assets other than money.

Article V

Rights, Powers and Responsibilities of the General Partner

Section 5.01 Management and Control in General Partner

Except as otherwise specifically provided in the Agreement, the General Partner shall have full and exclusive power to manage and control the business and affairs of the Partnership. The General Partner shall have all the rights, powers, and obligations of a general partner as provided in the Act and as otherwise provided by law and the Agreement. Any action taken by the General Partner shall constitute the act of and serve to bind the Partnership. Exercise of any or all such powers by the General Partner shall be exercised in the discretion of the General Partner, but subject to a good faith belief by the General Partner that such exercise is in the best interests of the Partnership and for Partnership purposes. Such agents as are authorized by the General Partner may act for and in the name of the General Partner in the exercise of any of rights and powers of the General Partner hereunder. In dealing with the General Partner or authorized agent(s) of the General Partner, acting for or on behalf of the Partnership, no person shall be required to inquire into, and all persons are entitled to rely conclusively on, the power and authority of the General Partner or such authorized agent(s) of the General Partner to bind the Partnership.

Section 5.02 No Compensation to General Partner

Other than for personal services performed in a capacity other than as a General Partner, no compensation shall be paid to a General Partner for services rendered to the Partnership.

Section 5.03 Expenses Incurred by the General Partners

The Partnership shall reimburse a General Partner, Affiliates of a General Partner or any person operating as a nominee of a General Partner for any expenditure by such parties incurred by them in connection with the formation, operation or termination of the Partnership which is properly a Partnership liability. Such expenditures shall include advances to the Partnership which are expended by the Partnership for Partnership purposes.

Section 5.04 Limitations on Exercise of Power by a General Partner

Notwithstanding anything to the contrary herein, no General Partner may take any of the following actions without the written consent of all Partners:

- a. Take any action in contravention of the letter or spirit of the Agreement;
- b. Exercise any power respecting Partnership Property or operations other than in a fiduciary capacity for the exclusive benefit of the Partnership and its Partners;
- c. Admit any person as a General Partner, a Limited Partner or a Substitute Limited Partner;
- d. Encumber Partnership Property except as required to construct, finance or refinance property in the course of the Partnership's purposes;
- e. Sell or assign substantially all the Partnership's Property;
- f. Confess a judgment against the Partnership or execute or deliver any assignment for the benefit of creditors of the Partnership;
- g. File a petition on behalf of the Partnership for Bankruptcy;
- h. Knowingly enter into any business or other financial operation of any kind which will harm the Partnership in any manner;
- i. Dissolve the Partnership; or
- j. Amend the Agreement.

Article VI

Rights, Power and Responsibilities of the Limited Partner(s)

Section 6.01 No Rights to Manage Partnership Property

The Limited Partner(s) have no rights to participate in the management of the Partnership as a Limited Partner. However, a Limited Partner may participate in decisions regarding Partnership Property as an employee, independent contractor, consultant or other service relationship with the written approval of the General Partner.

Section 6.02 No Liability

The Limited Partner(s) shall have no liability for the debts or other obligations of the Partnership.

Section 6.03 Additional Capital Contributions

No Limited Partner shall be required to make any additional contribution to the Partnership except to the extent necessary to reimburse the Partnership for any distribution to a Limited Partner in excess of the value of such Limited Partner's rights under this Agreement. However, the Limited Partner(s) may contribute additional capital pursuant to **Section 3.01**.

Section 6.04 Withdrawal

No Limited Partner has a right to withdraw from the Partnership.

Section 6.05 Voting Rights

The Limited Partner(s) shall have the right to vote on any matter listed in **Section 5.04** of **Article V**.

Article VII

Transfer of Partnership Interest of a Limited Partner

Section 7.01 Restrictions on Transfer

(a) Other than as provided in paragraph (b) or (c) of this Section, a Limited Partner may not sell or transfer all or any part of such Partner's Partnership Interest except with the prior written consent of the General Partner, which consent may be withheld in the sole and unrestricted discretion of a General Partner. Any sale or transfer without the prior written consent of the General Partner shall be null and void and confer no rights on the transferee as against the Partnership or as against the General Partner. In addition, before a permitted transferee shall be admitted to the Partnership as a Substitute Limited Partner, the conditions set forth in **Section 7.02** must be satisfied. Upon satisfaction thereof, the General Partner may, on behalf of each Partner and of the Partnership, cause the Declaration of Limited Partnership and Schedule A of the Partnership Agreement to be appropriately amended and recorded to reflect such admission.

(b) A Limited partner may transfer all of such Limited Partner's Partnership Interest in a bona fide sale subject to the Partnership's right of first refusal to purchase such Partnership Interest for its then fair market value as determined by an independent appraiser familiar with valuing limited partnership interests. The costs of such appraisal shall be divided equally between the Partnership and the Limited Partner whose Partnership Interest is being purchased. If the right of first refusal is exercised, the fair market value shall be paid in 60 equal monthly installments of principal along with interest on each month's declining balance at the prime rate charged by the Partnership's banking institution on the date of exercise of such right.

(c) Notwithstanding the foregoing, a Limited Partner may transfer, during life or at death, all or any portion of such Limited Partner's Partnership Interest to such Partner's spouse, descendants, ancestors, or any trust created by such Partner which primarily benefits such persons, or trusts for such persons or such Partner. The appointment of a successor trustee of a trust allowed to hold a Partnership Interest shall not be considered a transfer for purposes of this Section.

Section 7.02 Substitute or Additional Limited Partner

(a) A transferee shall be admitted as a Substitute Limited Partner under this Agreement only (i) upon the required consent under **Section 7.01**, (ii) if the transferee shall execute and deliver to the Partnership a written agreement, in a form reasonably satisfactory to the General Partner, pursuant to which said person agrees to be bound by this Agreement and grants the power of attorney contained in this Agreement; and (iii) in the event a transfer is made in accordance with **Section**

7.01, the effective date of such transfer shall be the date the written documents are approved by the General Partner. Until a Substitute Limited Partner is admitted, the Partnership and the General Partner shall be entitled to treat the transferor Limited Partner as the absolute owner of the transferred Partnership Interest in all respects and shall incur no liability for distributions or allocations made.

(b) The costs, other than any appraisal costs pursuant to **Section 7.01**, incurred by the Partnership associated with the admission of a Substitute Limited Partner (including reasonable attorneys' fees) shall be borne by the transferee or the transferor in such proportion as they may agree.

Article VIII

Reports and Tax Matters

Section 8.01 Books, Records and Reports

(a) Accurate books, records, and accounts shall be maintained by the Partnership showing its assets, liabilities, operations, transactions and financial condition, as well as the names and addresses of the Partners. The Partnership books and records may be kept under such permissible method of accounting as the General Partner may determine. The Partnership books shall be maintained at the principal office of the Partnership, and each Partner shall have the right upon reasonable notice given to the Partnership to inspect, extract and copy such books during regular business hours of the Partnership

(b) The General Partner shall cause income tax returns for the Partnership to be prepared and filed with the appropriate authorities. Within 60 days after the close of each reporting year of the Partnership, the General Partner shall send to each person who was a Partner at any time during such fiscal year such information as will be sufficient to file returns under relevant federal and state income tax laws.

(c) The best efforts of the General Partner shall be used to cause each Partner to receive financial statements of the Partnership within 60 days after the close of the Partnership's reporting year.

Section 8.02 Section 754 Election

The General Partner, on behalf of the Partnership, may, but shall not be required to, file an election under Section 754 of the Code in accordance with the procedures set forth in the applicable regulations promulgated thereunder.

Article IX

Dissolution and Termination

Section 9.01 Dissolution of the Partnership

The Partnership shall dissolve on March 30, 2035, unless extended by a majority vote of all Partners, or upon the earlier happening of any one of the following:

- (a) The sale of substantially all the Partnership Property or other conversion of substantially all the Partnership's assets to cash; or
- (b) The unanimous vote of all Partners.

Section 9.02 Winding Up and Termination

Upon dissolution of the Partnership, the General Partner, or if there is no General Partner, such person as the Limited Partner(s) holding a majority of the Limited Partnership Interests may designate, shall, with reasonable speed, wind up the affairs of the Partnership and liquidate the Partnership Property. Any debt of a Partner to the Partnership shall be considered a Partnership asset and may be distributed in whole or in part, in satisfaction of such Partner's Capital Account. The General Partner, or such other person(s) as designated by the General Partner, shall have unlimited discretion to determine the time, manner and terms of any sale of Partnership Property and shall apply any proceeds received from the disposition of Partnership Property and any other assets of the Partnership in the following order:

- (a) To the payment and discharge of all Partnership debts and liabilities to Persons other than Partners, or former Partners;
- (b) To the payment and discharge of Partnership debts and liabilities to Limited Partners, or former Limited Partners;
- (c) To the payment and discharge of Partnership debts and liabilities to General Partner, or former General Partner;
- (d) To those Partners with positive balances in their Capital Accounts, in the ratio of such positive balances, until no Partner shall have a positive Capital Account; and
- (e) Thereafter, to the Partners in accordance with their Percentage Interests.

Section 9.03 Deficit Capital

If the Partnership is liquidated and any Partner has a deficit balance in such Partner's capital account, after taking into account all adjustments thereto, such Partner shall contribute capital to the Partnership in an amount sufficient to eliminate such deficit by the end of the taxable year in which the liquidation occurred (or, if later, within ninety (90) days after the date of such liquidation).

admitted as a Substituted Limited Partner, then the foregoing power of attorney of the assignor Limited Partner shall survive the delivery of such assignment for the sole purposes of enabling the General Partner to execute, acknowledge and file any and all instruments necessary to effectuate such substitution.

Article XII

Miscellaneous Provisions

Section 12.01 Notices

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given: (i) in the case of a report to be given to a Partner, if personally delivered or if mailed by United States first class mail, postage prepaid, addressed to such Partner at such Partner's address on the records of the Partnership; and (ii) in the case of notices or communications to be given to any Partner, if personally delivered or if mailed by United States first-class certified or registered mail, return receipt requested, postage prepaid, or if sent by prepaid telegram or telex, addressed to such Partner at such Partner's address on the records of the Partnership. A Partner may change such Partner's address for notices by giving notice in like manner. Any notice or other communication shall be deemed to have been given to, or received by, the appropriate party as of the date on which it is personally delivered or, if mailed, on the third business day after the date on which it is deposited in the United States mail, or if telegraphed or telexed, on the business day after it is transmitted.

Section 12.02 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

Section 12.03 Successors and Assigns

This Agreement and all its terms and provision shall be binding upon and shall inure to the benefit of the Partners and their respective heirs, executors, administrators, successors and permitted assigns. Any Person acquiring or claiming an interest in the Partnership, in any manner whatsoever, shall be subject to and be bound by all the terms, conditions and obligations of this Agreement to which the predecessor in interest was subject or bound, without regard to whether such Person has executed this Agreement or a counterpart hereof or any other document contemplated hereby. No Person shall have any rights or obligations relating to the Partnership greater than those set forth in this Agreement and no Person shall acquire an Interest in the Partnership or become a Partner thereof except as permitted by the terms of this Agreement.

Section 12.04 Counterparts

This Agreement may be executed in any number of identical counterparts, each of which, for all purposes, shall be deemed an original, and all of which constitute, collectively, one and the same

Agreement. In addition, this Agreement may contain more than one counterpart signature page and may be executed by the affixing of the signature of each of the Partners to one of such counterpart signature pages, and all such counterpart signature pages shall be read as one and shall have the same force and effect as though all the signers had signed the same signature page.

Section 12.05 Additional Assurances

Upon the request of the General Partner, each Partner agrees to perform all further acts and execute, acknowledge and deliver any documents which the General Partner shall deem reasonably necessary to effectuate the provisions of this Agreement.

Section 12.06 Modification to Be in Writing

This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings and agreements in regard hereto. No amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing and is effected in accordance with this Agreement.

Section 12.07 Partition

Each of the parties hereto irrevocably waives during the Term of the Partnership any right that a party may have to maintain any action for partition with respect to Partnership Property.

Section 12.08 No Waiver

Failure or delay of any party in exercising any right or remedy under this Agreement will not operate as a waiver thereof. The express waiver by any party of a breach of any provision of this Agreement by any other party shall not operate or be construed as a waiver of any subsequent breach by said party. No waiver will be effective unless and until it is in written form and signed by the waiving party.

Section 12.09 Gender and Number

Whenever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular or plural, and pronouns stated in the masculine, feminine or neuter genders shall include the masculine, feminine and neuter.

Section 12.10 Headings

The captions of this Agreement are inserted for convenience of reference only and shall not affect the construction of this Agreement. References in this Agreement to any Article, Section, Paragraph, Subparagraph or Schedule are to the same contained in this Agreement.

Section 12.11 Validity and Severability

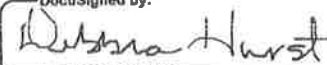
If any provision of this Agreement contravenes any law and such contravention would thereby invalidate this Agreement, or if the operation of any provision hereof is determined by law, administrative regulation or otherwise to result in classification of the Partnership as an association taxable as a corporation for federal or state income tax purposes, or to make a Limited Partner generally liable for the obligations of the Partnership, then such provision is hereby declared to be invalid and subject to severance from the remaining portion of this Agreement and this Agreement shall be read and construed as though it did not contain such provision in a manner to give effect to the intention of the parties to the fullest extent possible.

Section 12.12 No Third-Party Rights

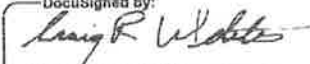
The Agreement and the covenants and agreements contained herein are solely for the benefit of the parties hereto and their Affiliates. No other Person shall be entitled to enforce or make any claims or have any rights pursuant to the provisions of this Agreement.

IN WITNESS WHEREOF, the General Partner and the Limited Partner(s) have caused this Agreement to be executed as of the date first set forth above.

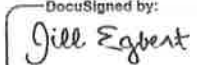
GENERAL PARTNERS:

DocuSigned by:

DEBRA HURST

Dated: 8/1/2019

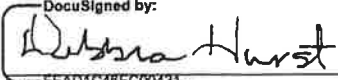
DocuSigned by:

CRAIG WEBSTER

Dated: 8/1/2019

DocuSigned by:

JILL EGBERT

Dated: 8/1/2019

LIMITED PARTNERS:

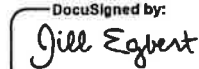
DocuSigned by:

DEBBRA HURST

Dated: 8/1/2019

DocuSigned by:

CRAIG WEBSTER

Dated: 8/1/2019

DocuSigned by:

JILL EGBERT

Dated: 8/1/2019

Schedule A

Agreement of Limited Partnership

PAUL WEBSTER PROPERTIES, LTD.

Names of Partners	Capital Contribution	Partnership Interest
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General Partners

DEBBRA HURST		1%
CRAIG WEBSTER		1%
JILL EGBERT		1%

Limited Partners

DEBBRA HURST		32.33%
CRAIG WEBSTER		32.33%
JILL EGBERT		32.33%

STATE OF UTAH
CERTIFICATION OF VITAL RECORD

CERTIFICATE OF DEATH

State File Number: 2019010226

Paul Warren Webster

DECEDENT INFORMATION

Date of Death:	July 8, 2019	Time of Death:	14:45
City of Death:	Kaysville	County of Death:	Davis
Age:	85	Date of Birth:	June 13, 1934
Place of Birth:	Kaysville, Utah	Sex:	Male
Armed Services:	No	Marital Status:	Married
Spouse's Name:	Jerry Harlein Surret	Usual Occupation:	Sales
Industry/Business:	Advertising	Education:	High School or GED
Residence:	Kaysville, Utah	Parent or Father:	Golden Jay Webster
Parent or Mother:	Elma Louise Warren	Facility Type:	Home
Facility or Address:	322 South Angel Street		

INFORMANT INFORMATION

Name:	Craig Webster	Relationship:	Son
Mailing Address:	296 South Angel Street, Kaysville, Utah 84037		

DISPOSITION INFORMATION

Method of Disposition: Burial
Place of Disposition: Kaysville City Cemetery, Kaysville, Utah
Date of Disposition: July 15, 2019

FUNERAL HOME INFORMATION

Funeral Home: Lindquist Mortuary - Kaysville
Address: 400 North Main Street, , Kaysville, Utah 84037
Funeral Director: Daniel R Jackson

MEDICAL CERTIFICATION

Medical Professional: April Krutka DO, Intermountain Medical Center, 4403 Harrison Blvd #3630, Ogden, Utah 84403

CAUSE OF DEATH

Cirrhosis Of The Liver
Due to (or as a consequence of): Chronic Kidney Disease
Tobacco Use: Non-user
Medical Examiner Contacted: No Autopsy Performed: No Manner of Death: Natural

Date Registered: July 12, 2019

Date Issued: July 23, 2019

AMENDMENT HISTORY

07/22/2019 Spouse Middle Name from Harlten to Harlein

This is an exact reproduction of the facts registered in the Utah State Office of Vital Records and Statistics.
Security features of this official document include: High Resolution Border, V & R images in top cycloids, and microtext.
This document displays the date, seal, and signature of the Utah State Registrar of Vital Records and Statistics.

Richard J. Oborn

Richard J. Oborn, MPA
State Registrar
Rev. 1/16



066073192

Brian Hatch

Brian Hatch
Director/Health Officer



ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

Joanie

Here is the check for ownership
change to water rights.

27-12007

27-12008

New Owner Paul Webster Properties
LLC

Thank you

E046868
\$50.- 4/20/2021 JB
Debbora Hurst



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region • 900 N SKYLINE DR STE A • IDAHO FALLS, ID 83402-1718

Phone: (208)525-7161 • Fax: (208)525-7177 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

April 26, 2021

PAUL WEBSTER PROPERTIES LTD
322 S ANGEL ST
KAYSVILLE UT 84037-9749

Re: Change in Ownership for Water Right No(s): 27-12007 & 27-12008

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

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) 497-3787.

Sincerely,

Jonie Barg
Technical Records Specialist 1

Enclosure(s)

cc: WATER DISTRICT 27