

RECEIVED

FEB 10 2020

WATER RESOURCES  
WESTERN REGIONSTATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

Transfer No. \_\_\_\_\_

83891

MINIMUM REQUIREMENTS CHECKLIST  
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at [idwr.idaho.gov](http://idwr.idaho.gov).

Name of Applicant(s) \_\_\_\_\_

*Adler Management & Financial Services LLC*Check whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.Yes N/A \* Means the item is always required and must be included with the application.

- ☒ \* Completed Application for Transfer of Water Right form, Part 1.
- ☒ \* Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
- ☒ \* Application for Transfer Part 2A. Attach a Part 2A report describing each water right in the transfer as currently recorded.
- ☐ Complete and attach an Application for Transfer Part 2B for each water right for which only a portion is proposed to be changed through this transfer application.
- ☒ \* Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
- ☒ \* Correct fee submitted with transfer application form. (Fee schedule is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-10.

- ☐ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☐ #2a Water Right ownership documentation if Dept. records do not show the applicant as the current water right owner. \*\*
- ☐ #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). \*\*  
\*\* Additional fee(s) required for water right ownership changes; see fee schedule.
- ☐ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☐ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☐ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at [idwr.idaho.gov/water-rights/transfers/resources.html](http://idwr.idaho.gov/water-rights/transfers/resources.html).
- ☐ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☐ \* #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☐ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. If some or all of any right is leased to the Water Supply Bank, you must also show the specific location and/or acres to be idled at the new, proposed place of use to satisfy lease requirements.
- ☐ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.) Additional fee required for proposed changes to nature of use; see fee schedule.
- ☐ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☐ #9 Water Supply Bank information for all rights proposed for transfer and currently leased to the Bank. (Attachment WSB)
- ☐ #10 Other. Please describe: \_\_\_\_\_

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

## APPLICATION FOR TRANSFER OF WATER RIGHT

### PART 1

Name of Applicant(s) Places Management & Financial Services LLC Phone 208 817-3302  
Mailing address 5701 Willow Creek Rd. Eagle Id 83616 Email sbrik223@gmail.com

- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☐ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- ☐ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- ☐ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☒ ~~No~~ Representative  
Name of Representative Rik FRASER, Managing Member Phone 208 817-3302  
Mailing address 5701 Willow Creek Rd Email sbrik223@gmail.com

- ☐ Send all correspondence for this application to the representative and not to the applicant.  
**OR**  
☐ Send original correspondence to the applicant and copies to the representative.
- ☐ The representative may submit information for the applicant but is not authorized to sign for the applicant.  
**OR**  
☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

[Signature]  
Signature of Applicant or Authorized Representative

Rik FRASER, Managing Member 2/10/20  
Print Name and Title if applicable Date

\_\_\_\_\_  
Signature of Applicant or Authorized Representative

\_\_\_\_\_  
Print Name and Title if applicable

\_\_\_\_\_  
Date

#### A. PURPOSE OF TRANSFER

- ☐ Change point of diversion  
☐ Change nature of use  
☐ Add diversion point(s)  
☐ Change period of use  
☒ Change place of use  
☐ Other \_\_\_\_\_
- Is this a transfer for changes pursuant to Idaho Code § 42-221.O.8?  
If yes, ☐ attach an explanation and any supporting documentation labeled as **Part 1A.2**.
- Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.3**.

Ag Irrigation  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

## APPLICATION FOR TRANSFER OF WATER RIGHT

### PART 1 Continued

**B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.**

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part					
<input type="checkbox"/>	<input checked="" type="checkbox"/> 65-2851	.57	IRRIGATION	4/1 to 11/1	MIDDLE FORK PAYETTE
<input type="checkbox"/>	<input checked="" type="checkbox"/> 65-11341	.89	IRRIGATION	4/1 to 11/1	MIDDLE FORK PAYETTE
<input type="checkbox"/>	<input checked="" type="checkbox"/> 65-11342	.12	IRRIGATION	4/1 to 11/1	MIDDLE FORK PAYETTE
<input type="checkbox"/>	<input type="checkbox"/>			to	
<input type="checkbox"/>	<input type="checkbox"/>			to	
<input type="checkbox"/>	<input type="checkbox"/>			to	
<input type="checkbox"/>	<input type="checkbox"/>			to	
<input type="checkbox"/>	<input type="checkbox"/>			to	
<input type="checkbox"/>	<input type="checkbox"/>			to	

Total authorized under rights 1.58 cfs and/or \_\_\_\_\_ acre-feet.

2. Total amount of water proposed to be transferred or changed \_\_\_\_\_ cubic feet per second and/or \_\_\_\_\_ acre-feet per year.

3. Point(s) of Diversion:

- ☒ No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)  
☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA.  
 Label it **Attachment #5**.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
NO			NE	SE	10	9N	4E	BOISE	MIDDLE FORK PAYETTE	

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
9N	4E	10			16										1	27			44.
Total Acres (for irrigation use)																			



STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

**APPLICATION FOR TRANSFER OF WATER RIGHT**  
**PART 1 Continued**

## 5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:

PUMP/METER IN PLACE

- b. Who owns the property at the point(s) of diversion? Alces Management & Financial Services LLC  
If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? NO  
If yes, ☐ attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: \_\_\_\_\_

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

- d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank? NO  
If yes, ☐ complete Attachment WSB.
- e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:

NO EFFECT

- f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:

N/A

- g. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes No

- ☐ ☒ undergone a period of five or more consecutive years of non-use,  
☐ ☒ currently leased to the Water Supply Bank,  
☐ ☒ currently used in a mitigation plan limiting the use of water under the right, or  
☐ ☒ currently enrolled in a Federal set-aside program limiting the use of water under the rights?

If yes, describe:

## DEPARTMENT OF WATER RESOURCES

☐ Complete and attach one copy of **Part 2B** for each right for which only a portion is proposed to be changed.

[illegible]

2. Lands irrigated or place of use: (If irrigation, identify with number of acres irrigated per  $\frac{1}{4}$   $\frac{1}{4}$  tract.)

[illegible]

Total Acres (for irrigation use) \_\_\_\_\_









STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

**APPLICATION FOR TRANSFER OF WATER RIGHT  
PART 3**

**A. PLAT MAP (See Part 3A of Instructions for application for transfer for complete requirements.)**

- ☐ Attach a map of the diversion, measurement, control, and distribution system. Label it **Attachment #7a**.  
☒ If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. Label it **Attachment #7b**.

If the place of use currently consists of a permissible place of use, then the attachment is not required if the application contains a clear statement that the boundaries for the place of use are not proposed to be changed by the transfer and the total number of irrigated acres within the place of use before and after the transfer is clearly stated.

If any part of the irrigation water right is leased to the Water Supply Bank, you must also specify the location and number of acres that will remain idled for the duration of the lease contract at the new, proposed place of use.

**B. CHANGES IN NATURE OF USE (Water Balance)**

- ☐ If you propose to change the nature of use or period of use of all or part of the right(s) listed in this application, attach documentation describing the extent of historic beneficial use of the portion of the right(s) proposed to be changed. Also attach documentation showing that the portion of the right(s) to be changed will not be enlarged in rate, volume, or consumptive use through the proposed change. Label it **Attachment #8a**.

**C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS**

- ☐ If you propose to change the place of use of a supplemental irrigation right, answer below and attach supporting documentation. Label it **Attachment #8b**.

Describe how the supplemental water rights have been used historically in conjunction with other water rights at the existing place of use. Describe the time during the irrigation season that the supplemental rights have been used. Include information about the availability or reliability of the primary right(s) being supplemented, both before and after the change. If the applicant is proposing to change a supplemental irrigation right to a primary right, provide the information required on Part 3B above:

N/A

**FOR DEPARTMENT USE ONLY**

Transfer contains \_\_\_\_\_ pages and \_\_\_\_\_ attachments.

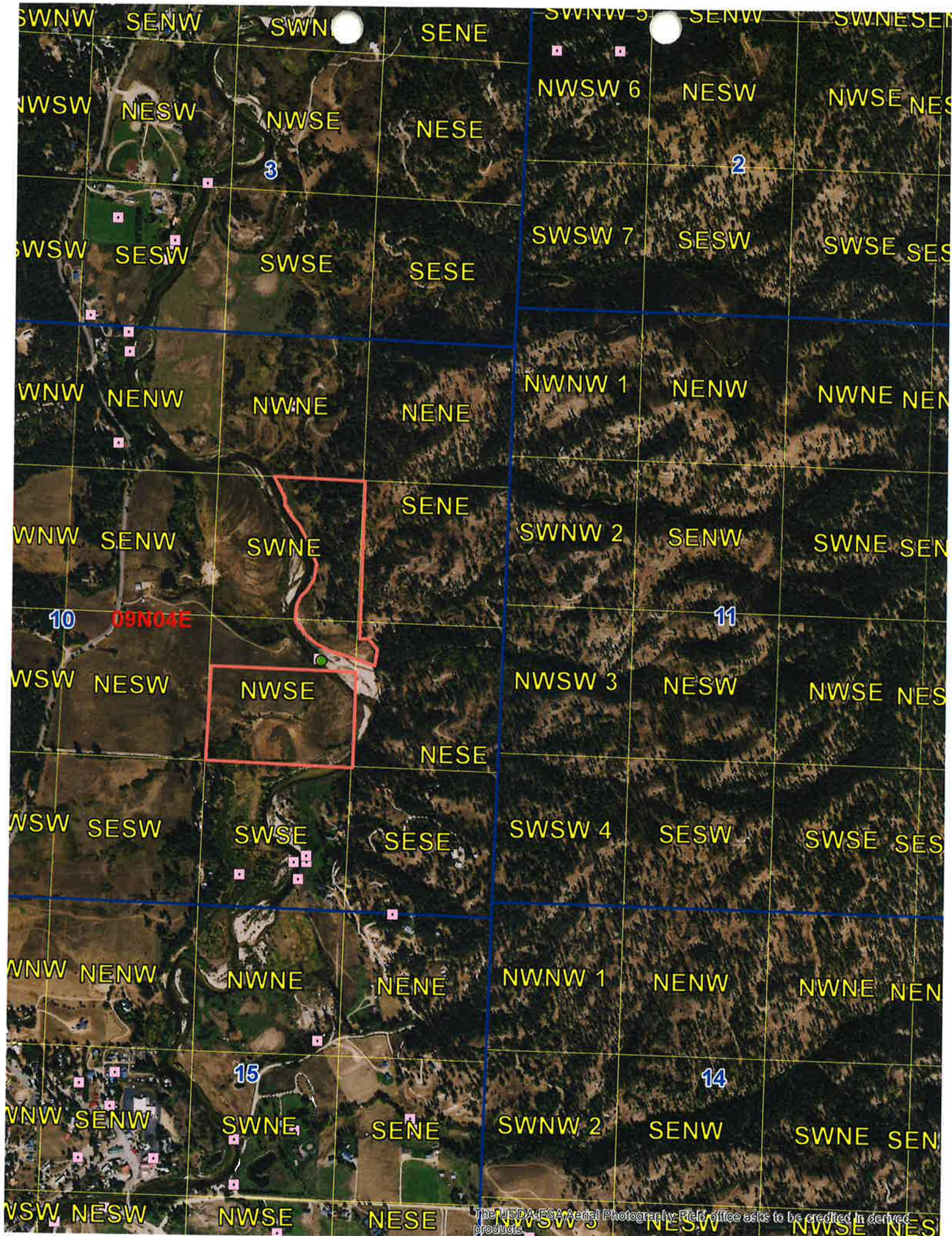
Received by LE Date 02/10/2020 Preliminary check by \_\_\_\_\_ Date \_\_\_\_\_

Fee paid \$580 Date 02/10/2020 Received by LE Receipt # W048041

Add'l fee paid \$3800.00 (split 0065) Date \_\_\_\_\_ Received by \_\_\_\_\_ Receipt # \_\_\_\_\_

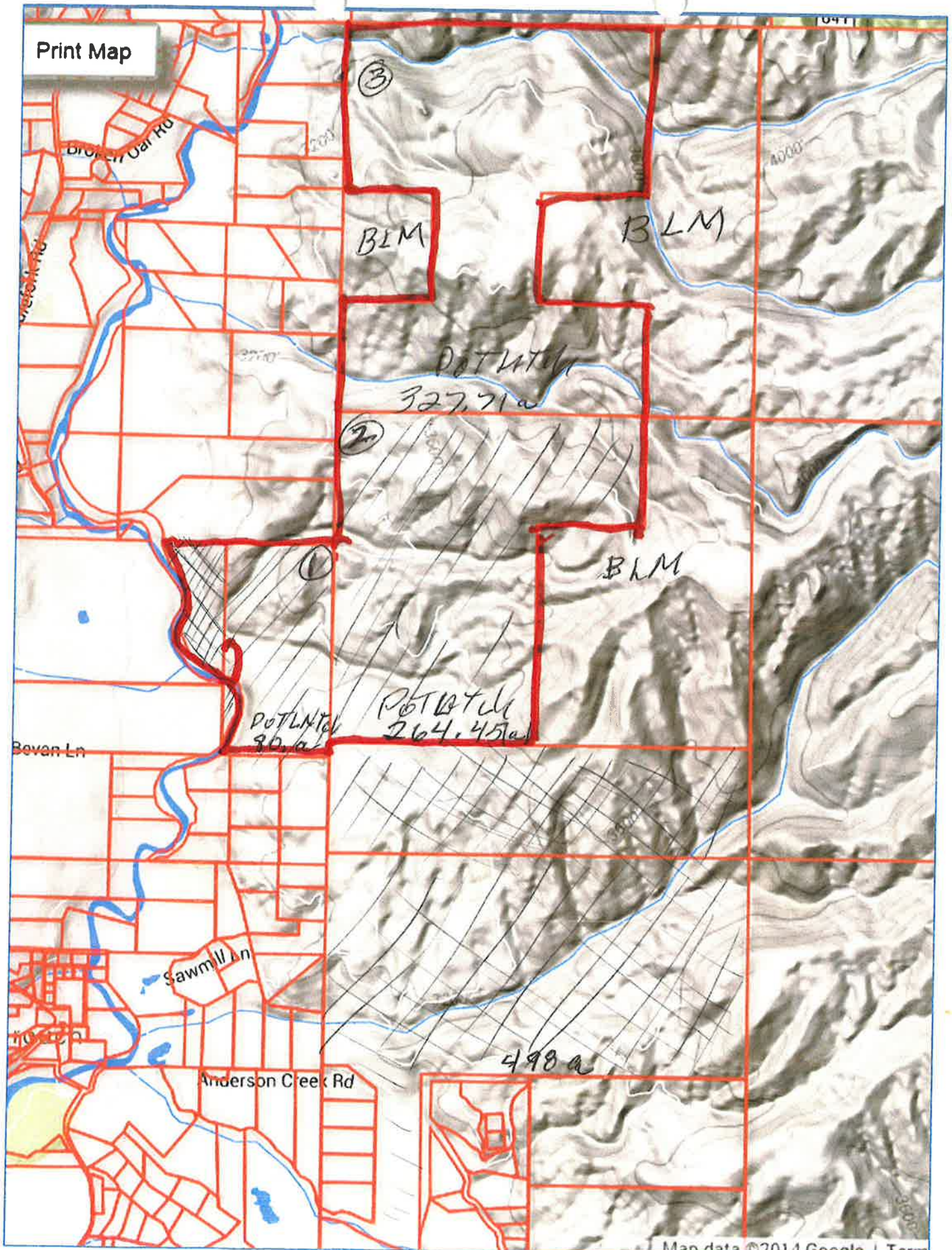
Check all that apply: Attachment WSB ☐ (copy sent to state office) Lessor Designation form ☐ &/or W-9 ☐ (originals to state office)







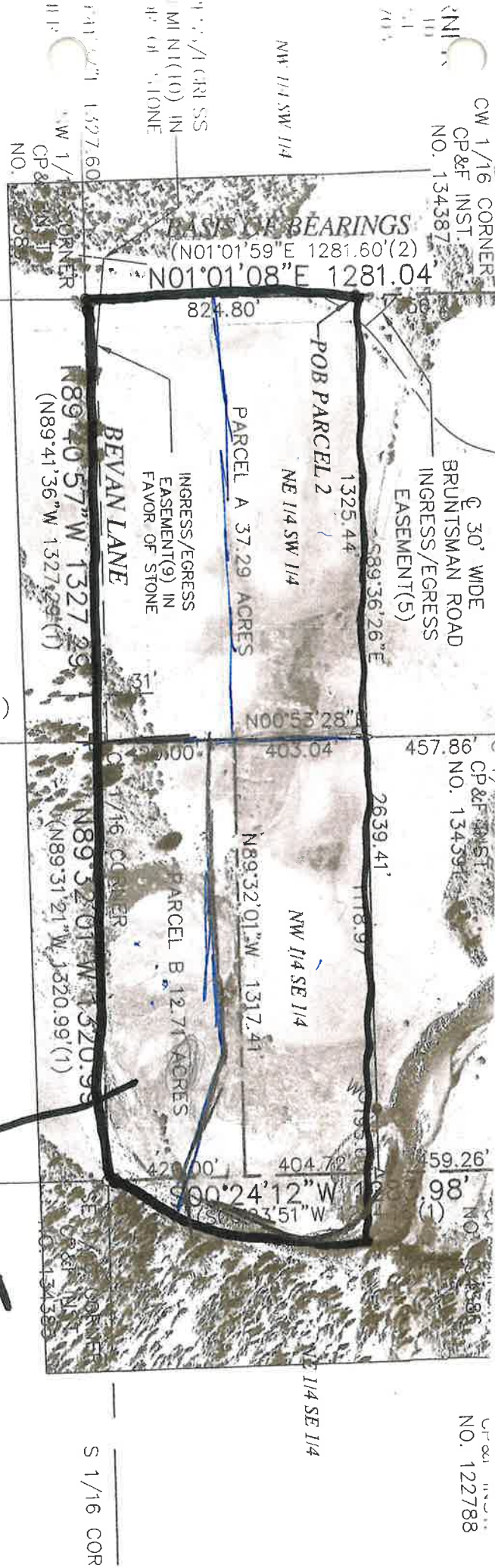
~~NON~~ Potlatch ~ PRIVATE





*File 2.25*

50  
 -12.5  
 37.5  
 1118.97  
 2.25  
 2444.1  
 3075



*12/8/19*  
*Exhibit*  
*[Signature]*

888891



IDAHO DEPARTMENT OF WATER RESOURCES  
Proof Report

2/25/2020

Water Right 65-2851

**Owner Type**      **Name and Address**  
Current Owner      CAROL MUSSELL  
3800 S MERIDIAN RD  
MERIDIAN, ID 83642  
(208) 573-7771

Current Owner      TIM MUSSELL  
3800 S MERIDIAN RD  
MERIDIAN, ID 83642  
(208) 573-7771

**Priority Date:** 7/18/1966

**Basis:** Decreed

**Status:** Active

**Source**  
MIDDLE FORK PAYETTE RIVER

**Tributary**  
PAYETTE RIVER

<b>Beneficial Use</b>	<b>From</b>	<b>To</b>	<b>Diversion Rate</b>	<b>Volume</b>
IRRIGATION	4/01	11/01	1.060 CFS	
	<b>Total Diversion</b>		1.060 CFS	

**Source and Point(s) of Diversion**

MIDDLE FORK PAYETTE RIVER      NWSE      Sec. 10, Twp 09N, Rge 04E, BOISE County

**Place Of Use**

IRRIGATION within BOISE County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
09N	04E	10			16.0					12.0	24.0					32.0			84.0

POU Total Acres: 84.0

**Conditions of Approval:**

- USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF .02 CFS PER ACRE AT FIELD HEADGATE. COMBINED RIGHT NOS.: 65-11341 & 65-11342.
- C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

**Comments:**

- SBOCK      11/17/1999      COPIED FROM REMARKS  
THIS RIGHT WHEN COMBINED WITH RIGHTS 65-11341 & 65-11342 SHALL PROVIDE NO MORE THAN .02 CFS/ACRE.

**IDAHO DEPARTMENT OF WATER RESOURCES**  
**Proof Report**

2/25/2020

2.      AJU10-JS                      1/31/2000      AJU10 CONDITION UPDATE  
          CONDITION CODE(S) C18 ADDED IF NOT ALREADY PART OF RECORD THRU AJU10.

3.      mciscell                      4/20/2011      POD  
          PODID 236976 correlated from SpatialDataID 100962 to SpatialDataID 425430

**Dates and Other Information**

Decreed Date: 11/3/2000  
Civil Case Number: 39576  
Judicial District: FIFTH  
State or Federal: S  
Water District Number: 65  
Mitigation Plan: False

**Combined Use Limits**

N/A

**SubCase:**

N/A

**Water Supply Bank:**

N/A

IDAHO DEPARTMENT OF WATER RESOURCES  
Proof Report

2/21/2020

Water Right 65-11341

**Owner Type**      **Name and Address**  
Current Owner      CAROL MUSSELL  
3800 S MERIDIAN RD  
MERIDIAN, ID 83642  
(208) 573-7771

Current Owner      TIM MUSSELL  
3800 S MERIDIAN RD  
MERIDIAN, ID 83642  
(208) 573-7771

**Priority Date:** 4/1/1940

**Basis:** Decreed

**Status:** Active

**Source**  
CASTLE CREEK

**Tributary**  
MIDDLE FORK PAYETTE RIVER

<b>Beneficial Use</b>	<b>From</b>	<b>To</b>	<b>Diversion Rate</b>	<b>Volume</b>
IRRIGATION	4/01	11/01	1.680 CFS	
	<b>Total Diversion</b>		1.680 CFS	

**Source and Point(s) of Diversion**

CASTLE CREEK      SWSE      Sec. 9, Twp 09N, Rge 04E, BOISE County

**Place Of Use**

IRRIGATION within BOISE County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
09N	04E	10			16.0					12.0	24.0					32.0			84.0

POU Total Acres: 84.0

**Conditions of Approval:**

1.      USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF .02 CFS PER ACRE AT FIELD HEADGATE. COMBINED RIGHT NOS.: 65-02851 & 65-11342.
2.      C18      THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

**Comments:**

1.      SBOCK      11/17/1999      COPIED FROM REMARKS  
THIS RIGHT WHEN COMBINED WITH RIGHTS 65-2851 & 65-11342 SHALL PROVIDE NO MORE THAN .02 CFS/ACRE.

IDAHO DEPARTMENT OF WATER RESOURCES  
Proof Report

2/21/2020

2. AJU10-JS 1/31/2000 AJU10 CONDITION UPDATE  
CONDITION CODE(S) C18 ADDED IF NOT ALREADY PART OF RECORD THRU AJU10.

**Dates and Other Information**

Decreed Date: 11/3/2000  
Civil Case Number: 39576  
Judicial District: FIFTH  
State or Federal: S  
Water District Number: 65  
Mitigation Plan: False

**Combined Use Limits**

N/A

**SubCase:**

N/A

**Water Supply Bank:**

N/A



**IDAHO DEPARTMENT OF WATER RESOURCES  
Proof Report**

2/21/2020

**Water Right 65-11342**

**Owner Type**      **Name and Address**  
Current Owner      CAROL MUSSELL  
3800 S MERIDIAN RD  
MERIDIAN, ID 83642  
(208) 573-7771

Current Owner      TIM MUSSELL  
3800 S MERIDIAN RD  
MERIDIAN, ID 83642  
(208) 573-7771

**Priority Date:** 6/1/1964

**Basis:** Decreed

**Status:** Active

**Source**  
SCANLAND CREEK

**Tributary**  
MIDDLE FORK PAYETTE RIVER

<b><u>Beneficial Use</u></b>	<b><u>From</u></b>	<b><u>To</u></b>	<b><u>Diversion Rate</u></b>	<b><u>Volume</u></b>
IRRIGATION	4/01	11/01	0.300 CFS	
	<b><u>Total Diversion</u></b>		0.300 CFS	

**Source and Point(s) of Diversion**

SCANLAND CREEK      SENE      Sec. 9, Twp 09N, Rge 04E, BOISE County

**Place Of Use**

IRRIGATION within BOISE County

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
09N	04E	10			3.0					3.0	6.0					3.0			15.0

POU Total Acres: 15.0

**Conditions of Approval:**

- USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF .02 CFS PER ACRE AT FIELD HEADGATE. COMBINED RIGHT NOS.: 65-02851 & 65-11341.
- C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

**Comments:**

- AJU10-JS      1/31/2000      AJU10 CONDITION UPDATE  
CONDITION CODE(S) C18 ADDED IF NOT ALREADY PART OF RECORD THRU AJU10.

**IDAHO DEPARTMENT OF WATER RESOURCES**  
**Proof Report**

2/21/2020

**Dates and Other Information**

Decreed Date: 11/3/2000  
Civil Case Number: 39576  
Judicial District: FIFTH  
State or Federal: S  
Water District Number: 65  
Mitigation Plan: False

**Combined Use Limits**

N/A

**SubCase:**

N/A

**Water Supply Bank:**

N/A

**Escrow No.:** 34601913708-KY

## **WARRANTY DEED**

### **FOR VALUE RECEIVED**

**Victory Greens Enterprises Inc., an Idaho corporation**

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL AND CONVEY unto:

**Alces Management & Financial Services LLC, an Alaska limited liability company**

GRANTEE(S), whose current address is: **5701 Willow Creek Rd, Eagle, ID 83616**

the following described real property in Boise County, Idaho, more particularly described as follows, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

# WARRANTY DEED

(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Effective this 27th day of September, 2019.

Victory Greens Enterprises, Inc.

BY: \_\_\_\_\_

Timothy J. Mussell  
President

STATE OF Idaho, COUNTY OF Ada, -ss.

On this 26th day of September, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Timothy J. Mussell, known or identified to me to be the President of the corporation that executed the instrument or the persons who executed on behalf of Victory Greens Enterprises, Inc., an Idaho Corporation and acknowledged to me that he/she executed the same as such \_\_\_\_\_.

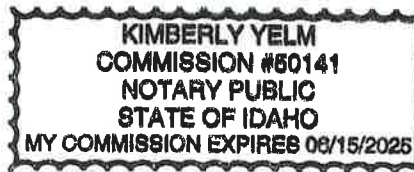
Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Residing at: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(SEAL)





**Exhibit 'A'**

A portion of the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 10, Township 9 North, Range 4 West, Boise Meridian, Boise County, Idaho, being more particularly described as follows:

Commencing at the Northeast corner of said Section 10; thence

South  $00^{\circ}09'56''$  West, 1,257.78 feet along the Easterly boundary of the Northeast Quarter of said Section 10 to the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 10; thence continuing

South  $00^{\circ}09'56''$  West, 1,257.77 feet along the Easterly boundary of the Southeast Quarter of the Northeast Quarter of said Section 10 to the East Quarter corner of said Section 10; thence

South  $00^{\circ}01'06''$  East, 1,287.56 feet along the Easterly boundary of the Northeast Quarter of the Southeast Quarter of said Section 10 to the Southeast corner of the Northeast corner of the Southeast Quarter of said Section 10; thence

North  $89^{\circ}30'39''$  West, 1,319.74 feet along the Southerly boundary of the Northeast Quarter of the Southeast Quarter of said Section 10 to the Southwest corner of the Northeast Quarter of the Southeast Quarter of said Section 10; thence

North  $00^{\circ}24'10''$  East, 824.72 feet along the Westerly boundary of the Northeast Quarter of the Southeast Quarter of said Section 10 to the approximate centerline of the Middle Fork of the Payette River and to the Point of Beginning;

Thence the following courses and distances along the approximate centerline of the Middle Fork of the Payette River:

North  $59^{\circ}53'08''$  West, 490.49 feet;

North  $38^{\circ}49'15''$  West, 228.39 feet;

North  $07^{\circ}37'20''$  West, 138.29 feet;

North  $22^{\circ}35'15''$  East, 405.64 feet;

North  $14^{\circ}42'29''$  West, 251.48 feet;

North  $36^{\circ}12'28''$  West, 689.23 feet to the Northerly boundary of the Southwest Quarter of the Northeast Quarter of said Section 10;

Thence South  $89^{\circ}19'30''$  West, 915.97 feet along the northerly boundary of the Southwest Quarter of the Northeast Quarter of said Section 10 to the northeast corner of the Southwest Quarter of the Northeast Quarter of said Section 10;

Thence South  $00^{\circ}31'45''$  West, 1,265.00 feet along the easterly boundary of the Southwest Quarter of the Northeast Quarter of said Section 10 to the southeast corner of the Southwest Quarter of the Northeast Quarter of said Section 10;

Thence S00°24'12" West, 459.26 feet along the easterly boundary of the Northeast Quarter of the Southeast Quarter of said Section 10 to the POINT OF BEGINNING.

**Instrument # 264786**  
IDAHO CITY, BOISE COUNTY, IDAHO  
09-04-2019 08:02:19 AM No. of Pages: 3  
Recorded for: FIRST AMERICAN TITLE INSURANCE  
MARY T. PRISCO Fee: \$15.00  
Ex-Officio Recorder Deputy Kristi Coffelt  
Index to: DEEDS  
Electronically Recorded by Simplifile

AFTER RECORDING MAIL TO:

Alces Management & Financial Services LLC  
5701 Willow Creek Rd.  
Eagle, ID 83616

ELECTRONICALLY RECORDED - DO NOT  
REMOVE THE COUNTY STAMPED FIRST  
PAGE AS IT IS NOW INCORPORATED AS  
PART OF THE ORIGINAL DOCUMENT.

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## WARRANTY DEED

File No.: 4102-3281504 and #812751-MC (PC)

Date: **August 27, 2019**

For Value Received, **Tim J. Mussell and Carol M. Mussell, husband and wife**, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **Alces Management & Financial Services LLC, an Alaska limited liability company**, hereinafter referred to as Grantee, whose current address is **5701 Willow Creek Rd., Eagle, ID 83616**, the following described premises, situated in **Boise County, Idaho**, to wit:

**Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.**

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

APN: RP09N04E101252

Warranty Deed  
- continuedFile No.: 4102-3281504 (PC)  
Date: 08/27/2019**EXHIBIT A****LEGAL DESCRIPTION:** Real property in the County of Boise, State of Idaho, described as follows:

The following describes a parcel of real property being a portion of that certain parcel described in Warranty Deed, Instrument Number 198163, records of Boise County, Idaho, located within the NW1/4 SE1/4 and the NE1/4 SW1/4 of Section 10, Township 9 North, Range 4 East, B.M., Boise County, Idaho, more particularly described as follows:

Commencing at the West 1/4 Corner of said Section 10; Thence, along the Northerly Line of the NW 1/4 SW 1/4 of said Section 10, South 89°40'42" East, 1324.43 feet to the Northwest Corner of said NE1/4 SW1/4 (CW 1/16 Corner) of Section 10; Thence, along the Westerly Line of said NE 1/4 SW 1/4 of Section 10, South 01°01'08" West, 456.24 feet to the POINT OF BEGINNING, said point marked by an iron pin; THENCE, leaving said Westerly Line, South 89°36'26" East, 2639.41 feet to the Easterly Line of said NW1/4 SE1/4, said point witnessed by an iron pin, which bears, North 89°36'26" West, 195.00 feet; THENCE, along said Easterly Line, South 00°24'12" West, 824.72 feet to the Southeast Corner of said NW1/4 SE1/4 (SE 1/16 Corner) of Section 10, marked by an iron pin; THENCE, leaving said Easterly Line, and along the Southerly Line of said NW1/4 SE1/4 of Section 10, North 89°32'01" West, 1320.99 feet to the Southwest Corner of said NW1/4 SE1/4 of Section 10, marked by an iron pin; THENCE, leaving said Southerly Line, and along the Southerly Line of said NE 1/4 SW 1/4 of said Section 10, North 89°40'57" West, 1327.29 feet to the Southwest Corner of said NE1/4 SW1/4 (SW 1/16 Corner) of Section 10, marked by an iron pin; THENCE, leaving said Southerly Line, and along said Westerly Line of said NE1/4 SW1/4, North 01°01'08" East, 824.80 feet to the POINT OF BEGINNING.

APN: RP09N04E101252



**OPERATING AGREEMENT**  
**FOR**  
**ALCES MANAGEMENT & FINANCIAL SERVICES, LLC**  
**A Limited Liability Company**

**ALCES MANAGEMENT & FINANCIAL SERVICES, LLC**  
**An Alaska Limited Liability Company**

**OPERATING AGREEMENT**

This Operating Agreement (the "Agreement") is made and entered into and effective as of the 25 day of June, 2015, by and between Richard Fraser, (hereinafter referred to as "Member"), and ALCES Management & Financial Services, LLC, an Alaska Limited Liability Company (hereinafter referred to as the "LLC").

**THE INTERESTS DESCRIBED AND REPRESENTED BY THIS OPERATING AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 ("THE ACT") OR ANY APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR QUALIFICATION UNDER THE ACT AND APPLICABLE STATE ACTS OR PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE ACT AND APPLICABLE STATE ACTS, THE AVAILABILITY OF WHICH IS TO BE ESTABLISHED TO THE SATISFACTION OF THE COMPANY.**

**RECITALS**

The Member has formed a limited liability company named ALCES Management & Financial Services, LLC, an Alaska limited Liability Company under the laws of the State of Alaska (hereinafter referred to as the "LLC").

The Articles of Organization were filed on February 23, 2015 with the Division of Corporations, Department of Community and Economic Development of the State of Alaska (hereinafter referred to as "Articles of Organization").

In consideration of the covenants and the promises made herein, the parties hereby agree as follows:

**ARTICLE I.**  
**DEFINITIONS**

1. **Agreement** - means this Limited Liability Company Operating Agreement, as amended.

2. **Articles of Organization** - means the Articles of Organization which were filed on February 23, 2015 with the State of Alaska, Division of Corporations, Department of Commerce for the purpose of forming this LLC.
3. **Code** - means the Internal Revenue Code of 1986, as amended.
4. **Capital Account** - means the amount of a Member's Capital Contribution, as adjusted, including but not limited to increases due to profits or additional contributions and decreases due to losses and distributions.
5. **Capital Contribution** - means any contribution of value, including but not limited to cash, property, assets, etc., by a Member to the capital of the LLC.
6. **Financial Interest** - means a right to share in the profits, losses, incomes, expenses, or other monetary items and to receive distributions and allocations from the LLC.
7. **LLC** - means ALCES Management & Financial Services, LLC an Alaska Limited Liability Company under the laws of the State of Alaska.
8. **LLC Interest or Interest** - means an ownership interest in the LLC, which includes the Financial Interest, the right to vote, the right to participate in management, and the right to obtain information concerning the LLC and any other rights granted to a Member under the Articles of Organization or this Agreement.
9. **Manager or Managers** - means the person(s) elected, appointed, or otherwise designated in accordance with this Agreement to manage and operate the LLC.
10. **Member** - means any person or entity that owns any interest in this LLC and is a party to this Agreement but does not include any person who holds only a Financial Interest as a result of an involuntary transfer or assignment or a transfer or assignment in violation of this Agreement.
11. **Property** - means any and all assets, in whole or in part, of the LLC, both tangible and intangible.
12. **Statute** - means the Alaska Limited Liability Company Act, as amended.

## ARTICLE II. FORMATION

1. **Formation of the LLC** - The Member has formed the LLC pursuant to the laws of the State of Alaska by filing the Articles of Organization with the Division of Corporations, Department of Community and Economic Development of the State of Alaska.
2. **Name** - The name of the LLC is "ALCES Management & Financial Services, LLC. The Members shall operate the business of the LLC under such name or use such other names as the Members deem necessary provided that such names do not violate the statute.
3. **Principal Office** - The LLC's principal place of business will be located at 30081 Alces, Sterling, Alaska or any other location determined by the Members. If the principal office is located outside the state of organization, and the LLC has one or more business offices in the state of organization, the Members shall fix and designate a principal business office in the state of organization. Branch or subordinate offices may be established at any time and at any place as determined by the Members.
4. **Term** - Unless dissolved earlier, as provided in AS 10.50.400, as amended, the LLC's duration shall be perpetual.
5. **Business Purpose** - The LLC may engage in any lawful business permitted by the Act or the laws of any jurisdiction in which the Company may do business including, but not limited to the ownership and management of real property. The LLC shall have the authority to do all things necessary or convenient to accomplish its purpose and operate its business as described in this Article. The LLC exists only for the purpose specified in this Article and may not conduct any other business without the unanimous consent of the Members. The authority granted to the Members hereunder to bind the LLC shall be limited to actions necessary or convenient to this business.
6. **Registered Agent** - The LLC's registered agent will be Richard Fraser or any other person or entity with an office in the as determined by the Members.
7. **Registered Office** - The LLC's registered office will be the office of the registered agent located at 30081 Alces, Sterling, Alaska, or any other location within the state of organization as determined by the Members.

### ARTICLE III. MEMBERSHIP

1. **Initial Members** - The initial Member of the LLC is the person set forth in this Agreement.

2. **Additional Members** - Additional persons or entities may be admitted to the LLC as Members, and LLC Interests may be issued to those additional Members, if the Member consents to the admission of the additional Members on such terms and conditions as determined by the Member and in accordance with the Articles of Organization and this Agreement. All new Members must sign a copy of this Agreement and agree to be bound by the terms of this Agreement.

3. **Liability to Third Parties** - No Member shall be liable for the debts, obligations or liabilities of the LLC to a third party unless the Member agrees in writing to be liable.

4. **Authority** - The Member has the authority and power to act for or on behalf of, to bind, or to incur any liability on behalf of the LLC.

5. **Compensation** - The Member may receive compensation for services rendered to the LLC. The LLC shall reimburse the Member for any expense paid by the Member that is properly an expense of the LLC.

### ARTICLE IV. CAPITAL ACCOUNTS

1. **Initial Contributions** - The initial Member shall contribute to the LLC the following Capital Contribution and shall receive the following LLC Interest:

Name	Contribution	LLC Interest
Richard Fraser	\$ <u>100</u>	100%

2. **Additional Contributions** - Except as specifically set forth in this Agreement, Members shall not be required to make any additional Capital Contributions. If the Members determine that additional contributions are necessary or desirable, the Members shall contribute to the LLC such additional contributions as the Members determines in their sole and absolute discretion.

3. **Capital Accounts** - A Capital Account (hereinafter referred to as "Capital Account") shall be established and maintained for the Members. A Member's Capital

Account will be accounted for separately and will be maintained in accordance with generally accepted accounting principles. If a Member validly transfers his or her LLC Interest, the Capital Account of the transferring Member shall carry over to the transferee Member in accordance with the Code.

4. **Adjustments to Capital Accounts** - A Member's Capital Account shall be adjusted as follows:

a. A Member's Capital Account shall be increased by:

- i. Capital contributions of cash and/or property at its agreed upon fair market value;
- ii. All items of LLC income and gain (including income and gain exempt from tax).

b. A Member's Capital Account shall be decreased by:

- i. Distributions of cash and/or property at its agreed upon fair market value;
- ii. All items of LLC deduction and loss (including deductions and loss exempt from tax).

5. **Advances by Members** - The Members may, at any time, advance moneys to the LLC. An advance is a loan from a Member to the LLC and shall bear interest at the prevailing interest rate. An advance is not a Capital Contribution.

## **ARTICLE V. ALLOCATION OF PROFITS, LOSSES AND DISTRIBUTIONS**

1. **Determination of Profits and Losses** - Profits and losses shall mean net income and net loss as determined by the books and records of the LLC which shall be kept in accordance with generally accepted accounting principals and the Code.

2. **Distributions** - Distribution of LLC assets and property shall be made at such times and in such amounts as the Members determine subject to any restrictions in this Agreement.

## **ARTICLE VI. MANAGEMENT**

**Management** - The LLC shall be managed by the Members who shall be responsible for the management of the LLC's business and affairs.

1. **Annual Meeting** - The Members may, but are not required to hold annual, periodic, or other formal meetings. Member meetings may be called, however, by any Member or Members holding at least a 10% interest in the Company.

2. **Place of Meeting** - Member meetings may be held at any place within the United States designated by the Members. If no place is so specified, Member meetings shall be held at the LLC's principal office.

3. **Notice** - Written or printed notice stating the place, day and hour of any meeting including the purpose or purposes for which the meeting is called, shall be delivered not less than twenty (20) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of persons calling the meeting, to each Member entitled to vote at the meeting. If mailed, the notice shall be deemed to be delivered when deposited with postage prepaid in the United States mail, addressed to the Member at the address on file for with the Company. Members may waive notice of any meeting by signing a waiver of notice.

4. **Limitation on Powers** - Except by the written authorization of the Members, a Member, officer or agent of the LLC shall not have the authority to:

a. Enter into any agreement, contract, or commitment on behalf of the LLC which would obligate any Member to fund additional capital, to guarantee a loan or to increase a Member's personal liability either to the LLC or to a third party;

b. Materially alter the business of the LLC, deviate from any approved business plan of the LLC as set forth in this Agreement, or perform any action which would make it impossible to carry on the business of the LLC;

c. Perform any action that is contrary to this Agreement;

d. Place title to any LLC asset or property in the name of a nominee or sell, lease, pledge, hypothecate, or grant a security interest in any LLC asset or property, except in the ordinary course of business;

e. Commingle LLC funds with the funds of any other person or entity;



- f. Confess a judgment against the LLC;
- g. Admit any person as a Member, except as otherwise provided in this Agreement; or
- h. Attempt to dissolve the LLC.

## **ARTICLE VII. TRANSFER AND ASSIGNMENT OF LLC INTERESTS**

1. **Transfer or Assignment of Member's Interest** - A Member may transfer and/or assign, in whole or in part, his or her LLC Interest at any time and the transferee shall have all the rights, titles, and interests as the Member may transfer or assign to the transferee.
2. **Involuntary Transfer** - No involuntary transfer or assignment of an LLC Interest, or any part thereof, will be valid. If an LLC Interest is involuntarily transferred or assigned, the transferee shall have no rights in, nor may participate in, the management or operation of the business and affairs of the LLC nor have the right to become a Member of the LLC. Any involuntary transfer or assignment of an LLC Interest shall only effect a transfer or assignment of the Member's Financial Interest, and the transferring Member shall still be bound to the terms of this Agreement.

## **ARTICLE VIII. BOOKS AND RECORDS**

1. **Maintenance of Books and Records** - The LLC shall establish and maintain appropriate books and records of the LLC in accordance with generally accepted accounting principles. There shall be kept at the principal office of the LLC and the registered office of the LLC, if different, the following LLC documents:
  - a. The name and business or residence address of the Member and his or her Capital Contribution and LLC Interest;
  - b. A current list of the name and business or residence address of each Manager, if any;
  - c. A copy of the Articles of Organization and this Agreement and any amendments thereto;
  - d. Copies of the LLC's federal, state, and local income tax or information returns, if any, for the past six fiscal years;

e. Copies of the financial statements of the LLC, if any, for the past six fiscal years;

f. Originals or copies of all minutes, actions by written consent, consents to action, Member actions and consents, if any; and

g. Any other information required to be maintained by the LLC pursuant to the Alaska's LLC statutes.

2. **Annual Accounting** – An annual accounting shall be prepared and submitted to the Members for the preceding fiscal year for the LLC (or portion thereof) in conformity with generally accepted accounting principles as mandated by law.

3. **Bank Accounts** - All funds of the LLC shall be deposited in the LLC's name in such banks as determined by the Members. All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the LLC, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by the Members.

4. **Fiscal Year** - The LLC's fiscal year shall end on December 31.

5. **Accounting Method** - For financial reporting purposes, the books and records of the LLC shall be kept on the cash method of accounting applied in a consistent manner and shall reflect all transactions of the LLC and be appropriate and adequate for the purposes of the LLC.

## **ARTICLE IX. TAXATION**

1. **Elections** - The 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 Jurisdictions** - To the extent that the laws of any Taxing Jurisdiction requires, each Member and Economic Interest Holder (or such Members as may be required by the Taxing Jurisdiction) 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.

3. **Tax Return** - The 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 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.

4. **Tax Matters Partner** – Richard Fraser shall serve as the tax matters partner for the LLC until such time as the Members shall designate another person or entity eligible to act as tax matters partner. Any Member designated as tax matters partner shall take such action as may be necessary to cause each Member to become a notice partner within the meaning of Section 6223 of the Code. Any Member who is designated tax matter partner may not take any action contemplated by Sections 6222 through 6232 of the Code without the consent of the Members.

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

6. **Tax Year** - The LLC's taxable year shall end on December 31.

## **ARTICLE X. INDEMNIFICATION**

1. **Definitions: Agents, Proceedings, and Expenses** - For the purposes of this Agreement, "Agent" means any person who is or was a Member, officer, employee, or other agent of this LLC. "Proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative, or investigative. "Expenses" means any and all costs, fees, and expenses including but not limited to court costs and attorneys' fees.

2. **Actions Other Than by the LLC** - The LLC shall indemnify and hold harmless any person or Agent who was or is a party, or is threatened to be made a party, to any Proceeding (other than an action by or in the right of this LLC) by reason of the fact that such person is or was an Agent of this LLC, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such Proceeding, if that person acted in good faith and in a manner that person reasonably believed to be in the best interests of this LLC, and, in the case of a criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not

act in good faith and in a manner which the person reasonable believed to be in the best interests of this LLC or that the person had reasonable cause to believe that his or her conduct was unlawful.

3. **Actions by the LLC:**

a. The LLC shall indemnify any person or Agent who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action by or in the right of this LLC to procure a judgment in its favor by reason of the fact that the person is or was an Agent of this LLC, against expenses actually and reasonably incurred by that person or Agent in connection with the defense or settlement of that action if that person or Agent acted in good faith, in a manner that person or Agent believed to be in the best interests of this LLC, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances.

b. No indemnification shall, however, be made under this section: (1) with respect to any claim, issue or matter as to which that person or Agent shall have been adjudged to be liable to this LLC in the performance of that person's or Agent's duty to the LLC, unless the court in which that action was brought shall determine upon application that the person or Agent is fairly and reasonably entitled to indemnity for the expenses which the court shall determine; (2) for amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or (3) for expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval.

4. **Successful Defense by Agent** - To the extent an agent of this LLC has been successful on the merits in defense of any proceeding, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection with the proceeding.

5. **Required Approval** - Any indemnification under this section shall be made by the LLC only if authorized in writing upon a determination by the Member.

6. **Advance of Expenses** - Expenses incurred in defending any proceeding may be advanced by the LLC before the final disposition of the proceeding upon receipt of an undertaking by or on behalf of the agent to repay the amount of the advance unless it shall be determined ultimately that the agent is entitled to be indemnified.

7. **Other Contractual Rights** - Nothing contained in this section shall affect any right to indemnification to which agents of this LLC or any subsidiary may be

entitled by contract, by determination of the Member, as a matter of law or equity, or otherwise.

8. **Insurance** – The LLC may, upon a determination by the Members, purchase and maintain insurance on behalf of any agent of the LLC against any liability which might be asserted against or incurred by the agent in such capacity, or which might arise out of the agent's status as such, whether or not the LLC would have the power to indemnify the agent against that liability.

9. **Amendment to Alaska Laws** - In the event that Alaska's law regarding indemnification of members, directors, officers, employees, and other agents of an LLC, as in effect at the time of adoption of this Agreement, is subsequently amended to in any way that increases the scope of permissible indemnification beyond that set forth herein, the indemnification authorized by this section shall be deemed to be coextensive with the maximum afforded by Alaska's law as amended.

## **ARTICLE XI. TERMINATION AND DISSOLUTION**

1. **Dissolution** - The LLC shall be dissolved upon the occurrence of any of the following events:

- a. The written consent of the Members; or
- b. The death, withdrawal, resignation, expulsion, bankruptcy or dissolution of the Members, or the occurrence of any other event which terminates the Members' continued membership in the LLC.

2. **Conduct of Business** - Upon the occurrence of any of the events specified above, the Members shall act as liquidator and wind up all LLC business and affairs. However, the LLC shall continue to exist until Articles of Dissolution have been filed or until a decree dissolving the LLC has been entered by a court of competent jurisdiction.

3. **Distribution of Net Proceeds** - Upon the occurrence of any of the events specified above and the completion of the winding up all LLC business and affairs, the assets of the LLC shall be promptly liquidated and distributed in the following order:

- a. To the payment of creditors, excluding the Members, in the order of priority as provided by law;
- b. To the payment of loans or advances made by the Members;
- c. To the Members.

Where the distribution consists both of cash and noncash assets, the cash shall be distributed first, in descending order, to the above categories. With respect to the noncash assets, which distribution values are to be based on the fair market value of the noncash asset as determined in good faith by the liquidator, the liquidator may sell the noncash assets and distribute the cash proceeds or distribute the assets in kind, in descending order, to the above categories.

4. **Termination** - The LLC shall be terminated upon the distribution of all assets. The Members shall cause the LLC to file Articles of Dissolution, if required, or take any other actions necessary to terminate the LLC.

## **ARTICLE XII. AMENDMENTS**

This Agreement may be adopted, amended, altered, or repealed by the written consent of the Members.

## **ARTICLE XIII. GENERAL PROVISIONS**

1. **Entire Agreement/Modification** - This Agreement contains the entire understanding of the parties with respect to the subject matter of the agreement, and it supersedes all prior understandings and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter hereof. This Agreement, in whole or in part, cannot be changed, modified, extended, or discharged orally and no waiver of compliance with any provision or condition hereof and no consent provided for herein shall be effective unless evidenced by an instrument in writing duly executed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought. Further, no consent or waiver, express or implied, to or of any breach or default shall constitute a consent or waiver to or of any other breach.

2. **Severability** - If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

3. **Successor and Assigns** - This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives, and

assigns. This Agreement may not be assigned by any party without the express written consent of the other parties.

4. **Construction** - Throughout this Agreement, the masculine, feminine, or neuter genders shall be deemed to include the masculine, feminine, and neuter and the singular, the plural, and vice versa. The section headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret, or construe the intentions of the parties.

5. **Governing Law** - This agreement shall be governed by, and interpreted in accordance with the laws of the State of Alaska.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of this 25 day of June, 2015.



Richard Fraser, Sole Member

5281-1/135517





State of Idaho

DEPARTMENT OF WATER RESOURCES

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

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Website: [www.idwr.idaho.gov](http://www.idwr.idaho.gov)

BRAD LITTLE  
Governor

GARY SPACKMAN  
Director

February 26, 2020

VICTORY GREENS ENTERPRISES  
3800 S MERIDIAN RD  
MERIDIAN ID 83642

**RE: Transfer No. 83891  
Water Right No(s). 65-23861, 65-23862, 65-23863**

Dear Interested Party:

The above referenced application may be of interest to you. I would like to inform you that the application has been submitted to the Boise County *Idaho World* for. I enclosed a copy of the amended application for your convenience. This information is also available on our website [www.idwr.idaho.gov](http://www.idwr.idaho.gov).

If you wish to formally protest the approval of the application, you must submit a protest with the \$25.00 protest fee to this office by **5:00 p.m., March 23, 2020**. You must also send a copy of your protest to the applicant.

If you have any questions regarding the application, please contact this office at 208-334-2190.

Sincerely,

Kensie Thorneycroft  
Administrative Assistant  
Western Regional Office

Enclosures

## Thorneycroft, Kensie

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**From:** Thorneycroft, Kensie  
**Sent:** Wednesday, February 26, 2020 11:57 AM  
**To:** 'wd65@srvinet.com'  
**Subject:** Application for Transfer No: 83891  
**Attachments:** 83891.pdf; Watermaster Recommendation Form.docx

Dear Interested Party:

The Idaho Department of Water Resources (IDWR) requests written comment and/or recommendation from your agency regarding the above referenced water right applications. A copy of the/each application is enclosed with this email for your reference. Please review the/each application and submit your reply, if any, to this office by the protest deadline of March 23, 2020.

If your agency desires to formally protest approval of these applications, you can file a written protest along with a \$25.00 filing fee for each protested application by the protest deadline.

If you do not respond before the protest deadline, IDWR will assume your agency does not object to the application(s). Please contact me if you have any questions regarding the applications. Thank you for your help.

Kensie Thorneycroft  
Administrative Assistant 1  
Idaho Dept. of Water Resources  
208-334-2190



State of Idaho

**DEPARTMENT OF WATER RESOURCES**

WESTERN Region • 2735 W AIRPORT WAY • BOISE, ID 83705-5082

Phone: (208)334-2190 • Fax: (208)334-2348 • Website: [www.idwr.idaho.gov](http://www.idwr.idaho.gov)

Brad Little  
Governor

Gary Spackman  
Director

February 26, 2020

ALCES MANAGEMENT & FINANCIAL SERVICES LLC  
5701 WILLOW CREEK RD  
EAGLE, ID 83616-2025

**RE: Transfer No. 83891**  
**Water Right No(s). 65-23861, 65-23862, 65-23863**

Dear Applicants:

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

A legal notice of the application has been prepared and is scheduled for publication in the IDAHO WORLD on 3/4/2020 and 3/11/2020. Protests to this application may be submitted for a period ending ten (10) days after the second publication.

If the application is protested, you will be sent a copy of each protest. 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, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the approval document.

Please contact this office if you have any questions regarding the application.

Sincerely,

Kensie Thorneycroft  
Administrative Assistant



**State of Idaho**

**DEPARTMENT OF WATER RESOURCES**

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Brad Little  
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February 26, 2020

LEGAL NOTICE DEPARTMENT  
IDAHO WORLD  
PO BOX 50248  
BOISE, ID 83705

RE: Application for Permit No. 65-23860  
RE: Transfer No. 83891  
Water Right No(s). 65-23861, 65-23862, 65-23863

Dear Legal Notice Department:

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

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before 3/23/2020. Your cooperation is appreciated.

Sincerely,

Kensie Thorneycroft  
Administrative Assistant

Enclosure(s)

## Thorneycroft, Kensie

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**From:** Thorneycroft, Kensie  
**Sent:** Wednesday, February 26, 2020 12:00 PM  
**To:** 'Idaho World Editor'  
**Subject:** Boise Legal Notice  
**Attachments:** Cover Letter.docx; Legal Notice.docx

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good Morning Legal Clerk,

I am sending you the new legal notices, please send confirmation to my email.

Please see the attached ad for publication on 03/04/2020 and 03/11/2020.

Please confirm these are okay to publish as shown.

Kensie Thorneycroft  
Administrative Assistant 1  
Idaho Dept. of Water Resources  
208-334-2190

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

**65-23860**

FAULL RANCH ESTATES OWNERS ASSN INC

PO BOX 88

HORSESHOE BND, ID 83629-0088

Point of Diversion NWSE S12 T07N R02E BOISE County Source PORTER CREEK Tributary PAYETTE RIVER

Use: IRRIGATION 03/15 to 10/31 0.66 CFS

Total Diversion: 0.66 CFS

Date Filed: 02-24-2020

Place Of Use: IRRIGATION

T07N R02E S2 NESE,NWSE,SWSE,SESE

Total Acres: 33

Irrigation use is for 6 yards in Faull Ranch Estates Subdivision

#### **NOTICE OF PROPOSED CHANGE OF WATER RIGHT**

**TRANSFER NO. 83891**

**ALCES MANAGEMENT & FINANCIAL SERVICES LLC, 5701 WILLOW CREEK RD, EAGLE, ID 83616-2025 has filed**

**Application No. 83891 for changes to the following water rights within BOISE County(s): Right No(s). 65-23861, 65-23862, 65-23863; to see a full description of these rights and the proposed transfer, please see**

**<https://research.idwr.idaho.gov/apps/waterrights/querynewtransfers>. The purpose of the transfer is to change a portion of the above rights as follows: The purpose of the transfer is to change the place of use for a 44 acres of land irrigated by water rights 65-23861, 65-23862, and 65-23863.**

Permits will be subject to all prior water rights. For additional information concerning the property location, contact the Western office at (208)334-2190; or for a full description of the right(s) or proposed transfer(s), please see <https://idwr.idaho.gov/apps/ExtSearch/WRAApplicationResults/>. Protests may be submitted based on the criteria of Idaho Code § 42-203A. Any protest against the approval of this application must be filed with the Director, Dept. of Water Resources, Western Region, 2735 W AIRPORT WAY, BOISE ID 83705-5082 together with a protest fee of \$25.00 for each application on or before 3/23/2020. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 3/4/2020 and 3/11/2020