

WATER SUPPLY BANK LEASE CONTRACT

SEP 23 2015

DEPARTMENT OF
WATER RESOURCES

This Lease Contract ("Lease") is effective between the Idaho Water Resource Board ("Board"), and

Lessor: RIVER LODGE LLC
PO BOX 1482
SUN VALLEY ID 83353
208-726-6876
mikesnyder@mikesnyder.com

RECITALS

1. The Board is authorized under chapter 17, title 42, Idaho Code to operate a water supply bank and to contract with lessors to act as an intermediary in facilitating the rental of water.
2. The Lessor has filed a completed application on August 27, 2015 to lease water rights described below into the Water Supply Bank on forms supplied by the Idaho Department of Water Resources.
3. The Director of the Idaho Department of Water Resources has reviewed the application for compliance with the Water Supply Bank rules and has approved the Lease subject to conditions listed below.

NOW, THEREFORE, in consideration of the mutual covenants and contracts herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **WATER RIGHTS:** The Lessor shall lease and the Board shall accept into the Bank the Applicant's water rights described as follows:

Summary of Water Rights or Portions Leased to the Bank

<u>Water Right</u>	<u>Lease Rate</u>	<u>Lease Volume</u>	<u>Acre Limit</u>	<u>Total Leased Acres</u>
37-276H	0.08 CFS	Not Stated	NA	3.9 AC
Combined Lease Totals:	0.08 CFS	Not Stated	NA	3.9 AC

The water rights described herein shall be available for rental from the Bank as follows:

Authorized Period of Use under Lease: April 1 to November 1

2. **COMPENSATION:** The Lessor shall accept and the Board shall pay compensation determined by the amount of water rented under the following rental rate during such times as the water is rented from the Bank over the term of this Lease.

Minimum Payment Acceptable: Current Rental Rate

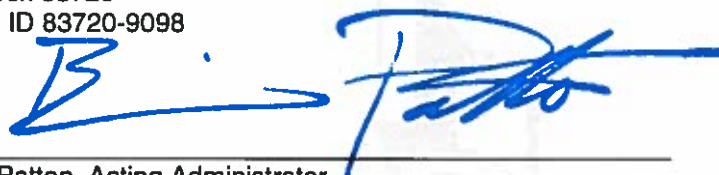
3. **TERM OF LEASE:** This Lease shall take effect when both parties have signed it and shall continue in effect until December 31, 2019.
4. **WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE:** The Lessor shall abide by all terms and conditions contained in the Water Supply Bank Conditions of Acceptance, attached hereto as "Attachment A" and incorporated herein by this reference.
5. **DUPLICATE ORIGINAL:** This Lease is executed in duplicate. Each of the documents with an original signature of each party shall be an original.

IN WITNESS WHEREOF, the parties have executed this Contract on the date following their respective signatures.

RIVER LODGE LLC
PO BOX 1482
SUN VALLEY ID 83353

By  Date 9.19.15
Printed Name MICHAEL J SNYDER Title MANAGER

IDAHO WATER RESOURCE BOARD
322 East Front Street
P.O. Box 83720
Boise, ID 83720-9098

By  Date 9/24/2015
Brian Patton, Acting Administrator
Idaho Water Resource Board

Lease approved by IDWR  Date 9.24-2015

ATTACHMENT A
WATER RIGHT NO. 37-276H
WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

The water right or portion thereof leased to the bank is described as follows:

Lessor: RIVER LODGE LLC
 PO BOX 1482
 SUN VALLEY ID 83353
 208-726-6876

Priority Date: 06/01/1885

Source: BIG WOOD RIVER **Tributary to:** MALAD RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 11/01	0.08 CFS	Not Stated
	Total:		0.08 CFS	Not Stated

LOCATION OF POINT(S) OF DIVERSION:

BIG WOOD RIVER NW¼NW¼ Sec. 14 Twp 05N Rge 17E BLAINE County

PLACE OF USE TO BE IDLED UNDER THIS LEASE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
05N	17E	10													1.2				1.2
05N	17E	11										2.7							2.7

Total Acres: 3.9

ADDITIONAL CONDITIONS OF ACCEPTANCE

1. The water rights referenced above will be rented from the bank at the current rental rate.
2. There is no rental payment to the lessor of the water right if the right or a part thereof is not rented from the bank.
3. While a right is in the bank, the lessor may not use the right without approval of the Department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Idaho Code § 42-351 for illegal diversion and use of water and may include civil penalties pursuant to Idaho Code § 42-1701B.
4. A right accepted into the bank stays in the bank until the Board releases it, the lease term expires, or upon request from the lessor to change the term of the lease, provided the Board approves the release. Unless approved by the Department, leased rights may not be immediately available for release.
5. While a water right is in the bank, forfeiture provisions are stayed.
6. Rental of water under this right is subject to the limitations and conditions of approval of the water right.
7. Failure of the right holder to comply with the conditions of acceptance is cause for the Director to rescind acceptance of the lease.

8. Acceptance of a right into the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other Department application process.
9. In accordance with Idaho Code §§ 42-248 and 42-1409(6), all owners of water rights are required to notify the Department of any changes in mailing address or change in ownership of all or part of a water right. Notice must be provided within 120 days of the change.
10. If a water right leased into the Water Supply Bank is sold or conveyed during the lease term, and if the leased right was rented, the rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
 - a. Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - b. If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - c. New lessor(s) of record will receive payment after the following rental season.
11. The water right(s) is leased to the bank subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.
12. Use of water under this water right will be regulated by the watermaster of State Water District No. 37.
13. The unleased portion of this right is limited to 0.9 acres and 0.02 cfs.

RECEIVED

AUG 27 2015

DEPARTMENT OF
WATER RESOURCES

APPLICATION TO SELL OR LEASE A WATER RIGHT TO THE WATER SUPPLY BANK

An application to lease or sell a water right into the Water Supply Bank must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Use this checklist to ensure all necessary documentation has been provided. This checklist is part of the lease application and must be included with the lease application. **Incomplete applications will be returned to applicants for completion.**

Designated Applicant River Lodge LLC

(Select one owner – see item 1A on the application)

Water Right No. 37-276H

(One water right per application)

All items must be checked as either *Attached (Yes)* or *Not Applicable (N/A)*

YES

- ☒ Completed *Water Supply Bank Lease or Sale Application Checklist* (this form).
- ☒ Completed *Application to Sell or Lease a Water Right to the Water Supply Bank* (pages 2-3).
- ☒ Application filing fee of \$250.00 per water right. If you are submitting more than one lease application and the water rights have an overlapping, common place of use, or a common diversion rate or volume, the total fee for all water rights is \$500.00. For places of use, multiple water rights must be used to irrigate the same lands in order to qualify for the joint filing fee. Individual filing fees are required for water rights that share a common permissible place of use but which cover separate acres within the permissible place of use.

Attachment N/A YES

- | | | | |
|----|-------------------------------------|-------------------------------------|--|
| 1A | ☒ | ☐ | Contact information for <i>all owners</i> of the water right that is being leased or sold on this application. |
| 1B | ☒ | ☐ | An Internal Revenue Service (IRS) Form W-9 for the Designated Applicant. |
| 1C | ☒ | ☐ | <i>Notice of Change in Water Right Ownership</i> form (accessible from www.idwr.idaho.gov). |
| 1D | ☒ | ☐ | Written consent from irrigation district or water delivery company. |
| 1E | ☐ | ☒ | Contact information for an authorized representative and documentary proof they are authorized to represent the Designated Applicant on this application. If the Designated Applicant is a business, partnership, municipality, organization or association, include documents identifying officers authorized to sign or act on behalf of the entity. |
| 2 | ☐ | ☒ | Description of a water right portion offered to the Water Supply Bank. |
| 3E | ☒ | ☐ | Evidence demonstrating that a water right has not been lost through abandonment or forfeiture pursuant to Section 42-222(2), Idaho Code . |
| 4 | ☒ | ☐ | A map that clearly outlines the specific location where irrigated acres will be dried up, or where a beneficial use of water will be suspended. You have the option of printing a map using the map tool on IDWR's website at: www.idwr.idaho.gov . |

Department Use Only

Fee Amount \$ <u>250.00</u>	Received By: <u>di</u>	Date Received: <u>8-27-15</u>	Receipt # <u>C100933</u>
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W-9 received? Yes ☒ No ☐	(Route W-9 to Fiscal)
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Name on W-9: <u>Michael Snyder</u>	
------------------------------------	--

River Lodge LLC
PO Box 1482
Sun Valley ID 83353

APPLICATION TO SELL OR LEASE A WATER RIGHT TO THE WATER SUPPLY BANK

1. CONTACT INFORMATION

- A. An application to sell or lease a water right to the Water Supply Bank must be completed by a Designated Applicant who is a recognized owner of the water right being sold or leased to the Water Supply Bank. If there are additional owners recorded for the property to which the water right is appurtenant, those individuals must authorize the Designated Applicant to represent them on this application by completing and signing Attachment 1A of this application package.

Designated Applicant River Lodge LLC Email Address mikesnyder@mikesnyder.com
Mailing Address PO Box 1482, Sun Valley, Idaho 83353 Phone Number 208-726-6876

☒ The Designated Applicant is the sole owner of the water right being sold or leased to the Water Supply Bank.

OR

☐ The Designated Applicant is representing additional water right holders who have completed Attachment 1A.

- B. Has the designated applicant completed an IRS Form W-9 (Attachment 1B)? Yes ☒ No ☐

- C. Are all applicants on this form listed in IDWR's records as the current owners of the water right? Yes ☒ No ☐
If no, attach a *Notice of Change in Water Right Ownership* form along with the required documentation and fee (Attachment 1C).

- D. Is the diversion works or system owned or managed by an irrigation district or water delivery company? Yes ☐ No ☒
If yes, provide written consent from the company, corporation or irrigation district authorizing the proposed sale or lease (Attachment 1D).

- E. Is this application being completed by an authorized representative of the Designated Applicant? Yes ☒ No ☐
If yes, representatives (includes employees of Designated Applicant companies) must complete this section and submit documentary proof of their authority to represent the Designated Applicant (Attachment 1E).

Name of Representative James P. Speck Organization Speck & Aanestad, A Professional Corp.
Professional Title attorney Email Address jim@speckandaanestad.com
Mailing Address PO Box 987, Ketchum, Idaho 83340 Phone Number 208-726-4421

☐ Send all correspondence for this application to the representative and not to the Designated Applicant.

OR

☒ Send original correspondence to the Designated Applicant and copies to the representative.

2. DESCRIPTION OF WATER RIGHT OFFERED TO THE BANK

Water Right Number 37-276H ☐ The full water right is being offered to the Bank.

OR

☒ A part of the water right is being offered to the Bank.
(If a portion of a water right is being offered, complete Attachment 2)

3. GENERAL INFORMATION

- A. Please provide a description of the current water diversion system.

Pump from river to residential sprinkler irrigation system

- B. Describe any other water rights used for the same purpose at the same place of use as the water right being offered to the Bank.
None

- C. Are any of the water rights identified in question 3B stacked with the water right proposed for lease? Yes ☐ No ☐

Stacked water rights are water rights that are utilized together to achieve a common beneficial use, such as irrigation of the same lands. Stacked water rights cannot be separated and must be jointly leased to the Water Supply Bank. Stacked water rights qualify for the multiple fee payment of \$500.

**STATE OF IDAHO
WATER RESOURCE BOARD**

ATTACHMENT 2

DESCRIPTION OF A WATER RIGHT PORTION OFFERED TO THE WATER SUPPLY BANK

<u>1. Water Right Number</u>	<u>Amount (cfs/ac-ft)</u>	<u>Nature of Use</u>	<u>Period of Use</u>
<u>37-276H</u>	<u>0.08 cfs</u>	<u>irrigation</u>	<u>April 1</u> to <u>November 1</u>
			to
			to
			to
			to
			to
Total Amount:	0.08 cfs		

2. Source of water Big Wood River tributary to Malad River

3. Point(s) of diversion:

[illegible]

4. Acres to be idled within the place of use:

[illegible]

If the water right is for irrigation, show total number of acres offered to the Bank. **Total Acres** 3.9

D. Will the present place of use continue to receive water from any other source?

Yes ☐ No ☒

If yes, describe. _____

E. Has any portion of this water right undergone a period of five or more consecutive years of non-use?

Yes ☐ No ☒

If yes, describe and attach Watermaster records or other evidence to demonstrate that the water right has not been lost through abandonment or forfeiture pursuant to [Section 42-222\(2\), Idaho Code](#). _____

F. Is this water right involved in any other IDWR process such as an application for transfer or a mitigation plan? Yes ☐ No ☒

If yes, describe. _____

4. MAP

Plat map, survey map, or aerial photograph clearly showing the specific acres proposed to be idled by this lease application.

5. SALE/LEASE AGREEMENT

A. Is the water right, or portion thereof, offered to the Idaho Water Resource Board (IWRB) for sale ☐ or lease ☒.

If lease, specify the years when the use of water will be suspended: 2015 to 2019 (maximum lease period 5 years).
(Year) (Year)

B. Show the minimum payment acceptable to the seller/lessor. The minimum payment may be shown as the "current rental rate" as established by the IWRB. Include the method of determining the minimum payment if other than the current rental rate.

Current rental rate _____

I hereby assert that the information contained in this application is true to the best of my knowledge, and that I have the authorities necessary to offer this water right for sale or lease to the Idaho Water Resource Board.

The Designated Applicant acknowledges the following:

1. Payment to the Designated Applicant is contingent upon the sale or rental of the water right from the Bank.
2. While a water right is in the Bank, the seller/lessor of the water right may not use the water right even if the water right is not rented from the Bank.
3. A water right accepted into the Bank stays in the Bank until the Designated Applicant receives written confirmation from the Board or Water Supply Bank that the water right has been released from the Bank.
4. While a water right is in the Bank, forfeiture provisions are stayed.
5. Acceptance of a water right into the Bank does not, in itself, confirm the validity of the water right or any elements of the water right.

RIVER LODGE LLC

By: [Signature]
Signature of Designated Applicant

michael j snyder
Printed Name

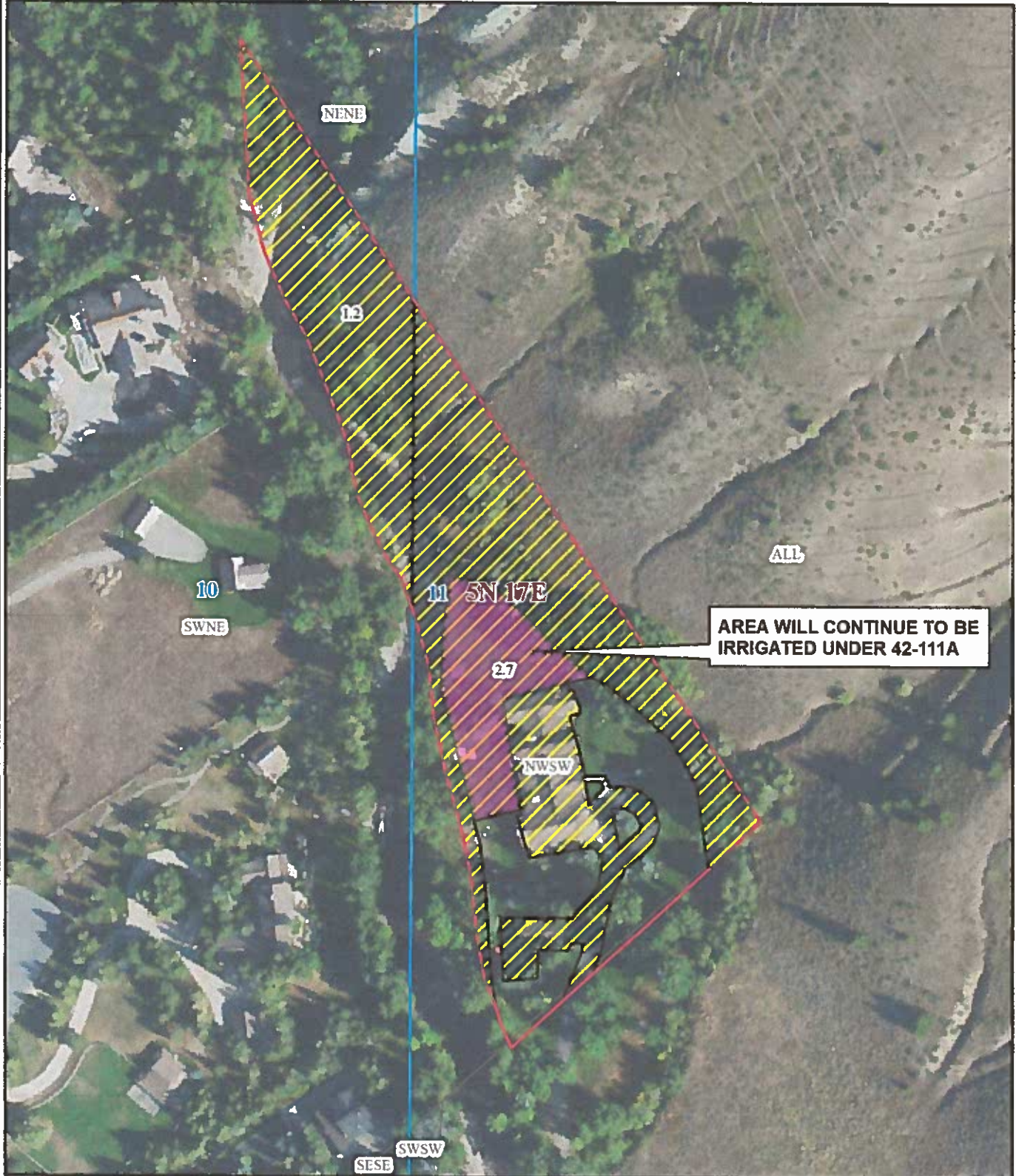
aug 15 2015
Date

Signature of Authorized Representative

Printed Name

Date

Mail to:
Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098



N
0 37.5 75 150 Feet

BROCKWAY ENGINEERING, PLLC.
ZL -Date: 8/5/2015

SNYDER, MIKE
WATER BANK LEASE 37-276A
NAIP 2013 AERIAL

Legend

- | | |
|------------------------------|----------|
| Domestic Exemption 0.5 Acres | twshp |
| 37-276H POU | Sections |
| LEASE AREA = 3.9 ACRES | QQ Lines |

RECEIVED

DEC 11 2015

DEPARTMENT OF
WATER RESOURCES
TELEPHONE
(208) 726-4421
FACSIMILE
(208) 726-0752

SPECK & AANESTAD
A PROFESSIONAL CORPORATION
ATTORNEYS
120 EAST AVENUE
POST OFFICE BOX 987
KETCHUM, IDAHO 83340

JAMES P. SPECK
jim@speckandaanestad.com
DOUGLAS J. AANESTAD
doug@speckandaanestad.com

December 8, 2015

Remington Buyer
Water Supply Bank Coordinator
Idaho Department of Water Resources
322 E. Front St.
Boise, Idaho 83720-0098

Re: At Last Ranch Trust - Water Right No. 37-276H

Dear Remington:

Enclosed you will find a copy of the current Water Right Report for the above-referenced water right which shows my client, At Last Ranch Trust, as the new owner of this water right. Since a portion of the water right is currently leased to the Water Supply Bank I am enclosing the originals and one copy each of a Lessor Designation Form and W-9 for the new owner. Please receipt date-stamp the copies and return them to me in the postage prepaid, self-addressed envelope I have included for that purpose. Call me if you have any questions.

Thank you.

Sincerely yours,

SPECK & AANESTAD
A Professional Corporation

By: 
James P. Speck

Enclosures
cc: Clients w/encl.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

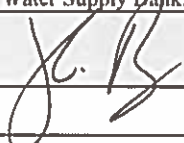
LESSOR DESIGNATION FORM

DEC 11 2015

DEPARTMENT OF
WATER RESOURCES

When multiple individuals or business entities jointly own property to which a water right is appurtenant, the parties can use this form to nominate a designated lessor to represent their common interests on a Water Supply Bank lease contract. The signatures of all water right holders are required on this form to elect a designated lessor. The designated lessor is required to provide a completed IRS Form W-9 to receive any payment associated with the rental of a water right under a Water Supply Bank lease contract. **All correspondence and any financial payment associated with the rental of this water right will be directed to the designated lessor.** If additional space is needed to list any other water right holders, attach a second copy of this Lessor Designation Form.

Water Right No(s). 37-276H

	Designated Lessor	Water Right Co-owner	Water Right Co-owner
Name	John McIntosh Partridge, Trustee of the At Last Ranch Trust, dated October 27, 2015	Ann Partridge, Trustee of the At Last Ranch Trust, dated October 27, 2015	
Mailing Address	17 Eucalyptus Rd. Belvedere, CA 92920	17 Eucalyptus Rd. Belvedere, CA 92920	
Phone Number	(415) 789-1024	(415) 789-1024	
Email Address	johnmpartridge@yahoo.com		
Water Right Owner Declaration	As designated lessor, I will represent the interest of all other water right owners on the lease of a water right to the Water Supply Bank.	I authorize the designated lessor to represent me on the lease of a water right to the Water Supply Bank.	I authorize the designated lessor to represent me on the lease of a water right to the Water Supply Bank.
Signature			

	Water Right Co-owner	Water Right Co-owner	Water Right Co-owner
Name			
Mailing Address			
Phone Number			
Email Address			
Water Right Owner Declaration	I authorize the designated lessor to represent me on the lease of a water right to the Water Supply Bank.	I authorize the designated lessor to represent me on the lease of a water right to the Water Supply Bank.	I authorize the designated lessor to represent me on the lease of a water right to the Water Supply Bank.
Signature			



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

September 25, 2015

RIVER LODGE LLC
PO BOX 1482
SUN VALLEY ID 83353

RE: WATER SUPPLY BANK LEASE CONTRACT FOR RIGHTS 37-00276H

Dear Lessor:

Water Right **37-00276H** was leased into the Water Supply Bank on September 24, 2015 in accordance with the executed original Lease Contract enclosed. **Your water rights as described on the Lease Contract are considered leased into the Bank and should remain unused until they are formally released from the Bank.**

The rights will automatically be released from the Bank on **December 31, 2019**, unless the rights are released earlier by the Board, or upon your request. **Please note your rights may not be available for immediate release if they have been rented.** To release the right from the Bank prior to the release date, submit a written request on the *Request to Release a Water Right from the Bank* form. This form is available from our public website at www.idwr.idaho.gov.

Please review the conditions of acceptance listed on the Lease Contract, including #3 which says:

"While a right is in the bank, the lessor may **not** use the right without approval of the department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Idaho Code § 42-351 for illegal diversion and use of water and may include civil penalties pursuant to Idaho Code § 42-1701B."

If you have questions regarding this matter, please contact me at 287-4910.

Sincerely,

For 

Clay Webster
Water Resource Agent
WSB Process Point of Contact

Enclosure: Executed Lease Contract

c: Jim Speck – Speck & Aanestad
Allen Merritt - IDWR Southern Region
Kevin Lakey – Water District #37

Michael J Snyder

PO Box 1482 Sun Valley, Idaho 83353

RECEIVED

SEP 23 2015

DEPARTMENT OF
WATER RESOURCES

September 21, 2015

Hi...

I spoke with "Sandy" in the Boise office regarding the delay in getting these signed documents to you. The docs went one way, I went the other way and finally we both met.....Sandy said she would make note of our phone call and the docs are on the way.... Thanks so much...

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael J. Snyder", followed by a long horizontal line.

Michael J. Snyder

RiverLodge LLC



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

C.L. "BUTCH" OTTER

Governor

September 3, 2015

GARY SPACKMAN

Director

RIVER LODGE LLC
PO BOX 1482
SUN VALLEY ID 83353

RE: APPLICATION(S) TO LEASE WATER RIGHT(S) 37-276H TO THE WATER SUPPLY BANK

******TIME SENSITIVE RESPONSE REQUIRED******

Dear Applicant:

The Department of Water Resources has completed its review of your application to lease the above-mentioned water right(s) to the Water Supply Bank. I have enclosed two original Water Supply Bank Lease Contracts for your review and signature. Please sign and return ALL Lease Contracts within 14 days. Upon signature and return of the contracts, the Department will also sign the original contracts and return an executed copy to you. The Lease Contract is not considered final until you and the Department have both signed.

The rights will automatically be released from the Bank on **December 31, 2019**, unless the rights are released earlier by the Board, or upon your request. To release the right from the Bank prior to the release date, submit a written request on the Request to Release a Water Right from the Bank form. To propose a new lease period, submit a new Application to Sell or Lease a Water Right to the Water Supply Bank form along with applicable fees to the Department. These forms are available from any IDWR office or from our public website at <http://www.idwr.idaho.gov>. Please note your rights may not be available for immediate release if they have been rented.

Please review the conditions of acceptance listed on the Lease Contract, including #3 which says:

"While a right is in the bank, the lessor may **not** use the right without approval of the department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Idaho Code § 42-351 for illegal diversion and use of water and may include civil penalties pursuant to Idaho Code § 42-1701B."

If you have questions regarding this matter, please contact me at 287-4910.

Sincerely,

Clay Webster
Water Resource Agent
WSB Process Point of Contact

Enclosure: Proposed Lease Contracts

c. Speck & Aanestad

Hersley, Jean

From: Merritt, Allen
Sent: Wednesday, September 02, 2015 8:15 AM
To: Hersley, Jean
Subject: RE: WSB Lease Application for 37-276H

I do not have any issue.

From: Hersley, Jean
Sent: Wednesday, September 02, 2015 8:07 AM
To: Merritt, Allen; Kevin Lakey
Subject: WSB Lease Application for 37-276H

Attached is the review memo and DRAFT contract. Please let me know if you have any comments or concerns with this lease. Thank you.

*Jean Hersley
Idaho Dept Water Resources
Technical Records Specialist II
208-287-4942*

Hersley, Jean

From: Dustin Yeager <Dustin.Yeager@stokeslaw.com>
Sent: Tuesday, September 01, 2015 4:32 PM
To: Hersley, Jean
Cc: Shannon Morris; 'Mike Snyder'
Subject: River Lodge (LLC) Fw: Water Supply Bank Lease Application 37-276H
Attachments: 1355502.pdf

Jean,

Our law office represents Mike Snyder and River Lodge, LLC. River Lodge, LLC is owned 100% by Mike Snyder. Mike is also the sole manager for River Lodge, LLC. I've attached a copy of the Operating Agreement for River Lodge, LLC. Note Mike's appointment as manager and authority under Sections 3.1 and 3.2. Does this satisfy your requirements?

Thank you,

Dustin E. Yeager ([v-card](#) | [bio](#))

Shareholder

Stokes Lawrence Velikanje Moore & Shore - *Realizing your vision.*

120 N. Naches Avenue | Yakima, WA 98901-2757

Tel.: (509) 895-0067 | Fax: (509) 895-0060

Email: Dustin.Yeager@stokeslaw.com | Web: www.stokeslaw.com

This e-mail may contain confidential information which is legally privileged. The information is solely for the use of the addressee(s) named above. If you are not the intended recipient, any disclosure, copying, distribution or other use of the contents of this information is strictly prohibited. If you have received this e-mail in error, please notify us by return e-mail and delete this message. Thank you.

Begin forwarded message:

From: "Hersley, Jean" <Jean.Hersley@idwr.idaho.gov>
Date: September 1, 2015 at 2:31:17 PM PDT
To: Mike Snyder <mikesnyder@mikesnyder.com>
Subject: Water Supply Bank Lease Application 37-276H

The Department of Water Resources is in the process of reviewing the River Lodge LLC WSB lease application. We were trying to confirm Michael J Snyder is authorized to sign for the River Lodge LLC but they are not registered as an LLC in the State of Idaho. The Department will need documentation that authorizes Michael J Snyder to sign on behalf of River Lodge LLC. Please respond either by replying to this email, faxing the documents to (208) 287-6700 or by USPS to PO Box 83720, Boise Idaho 83720-0098 within 7 days so the Department may continue processing this lease. Thank you.

*Jean Hersley
Idaho Dept Water Resources
Technical Records Specialist II
208-287-4942*

Hersley, Jean

From: Mike Snyder <mikesnyder@mikesnyder.com>
Sent: Tuesday, September 01, 2015 3:33 PM
To: Hersley, Jean
Subject: Re: Water Supply Bank Lease Application 37-276H

Received. On it. Thx

MJS

On Sep 1, 2015, at 2:32 PM, Hersley, Jean <Jean.Hersley@idwr.idaho.gov> wrote:

The Department of Water Resources is in the process of reviewing the River Lodge LLC WSB lease application. We were trying to confirm Michael J Snyder is authorized to sign for the River Lodge LLC but they are not registered as an LLC in the State of Idaho. The Department will need documentation that authorizes Michael J Snyder to sign on behalf of River Lodge LLC. Please respond either by replying to this email, faxing the documents to (208) 287-6700 or by USPS to PO Box 83720, Boise Idaho 83720-0098 within 7 days so the Department may continue processing this lease. Thank you.

*Jean Hersley
Idaho Dept Water Resources
Technical Records Specialist II
208-287-4942*

Hersley, Jean

From: Hersley, Jean
Sent: Friday, August 28, 2015 10:12 AM
To: 'Jim Speck'
Subject: River Lodge LLC WSB Lease Application

Mr. Speck,

The Department is in the process of reviewing the River Lodge LLC WSB lease application. We were trying to confirm Michael J Snyder is authorized to sign for the River Lodge LLC but they are not registered as an LLC in the State of Idaho. The Department will need documentation that authorizes Michael J Snyder to sign on behalf of River Lodge LLC. Please respond within 7 days so we can continue processing this lease. Thank you.

*Jean Hersley
Idaho Dept Water Resources
Technical Records Specialist II
208-287-4942*

MEMORANDUM

To: Water Right No(s). 37-276H

From: Jean Hersley

Date: August 28, 2015

Re: Review of Applications to Lease Water Rights to the State Water Supply Bank

PURPOSE/NARRATIVE: This application was received on August 27, 2015. The applicant wishes to place 3.9 acres of this water right in the Bank. The portions to be leased are the home, driveway and wooded areas. 0.08 cfs and no stated volume. There are no overlapping water rights. Source is the Big Wood River.

AUTHORITY TO FILE: The application was signed by Michael J Snyder for the River Lodge. The corporation isn't listed on the IDSOS but is registered in Washington. See attached paperwork.

WATER RIGHT VALIDITY: The water right was decreed in 2010. The portions being offered to the Bank do not look as if any irrigation has taken place this year. Forfeiture is not an issue.

INJURY TO OTHER WATER RIGHTS: No injury is apparent.

ENLARGEMENT OF USE: No enlargement is evident through the lease alone. Proper rental review should protect against enlargement.

LOCAL PUBLIC INTEREST: Review staff has no information to suggest this application is inconsistent with the local public interest.

BENEFICIAL USE/CONSERVATION OF WATER RESOURCES: The lease appears consistent with the conservation of water resources in Idaho.

DEPARTMENT STAFF OR WATERMASTER COMMENTS: The leased right(s) are subject to Water District # 37.

RIVER LODGE, LLC

UBI Number 602525120

Category LLC

Active/inactive Active

State Of Incorporation WA

WA Filing Date 07/27/2005

Expiration Date 07/31/2016

Inactive Date

Duration Perpetual

Registered Agent Information

Agent Name SEL INC

Address 120 N NACHES AVE

City YAKIMA

State WA

ZIP 989012757

Special Address Information

Address

City

State

Zip

Governing Persons

Title

Name

Address

Member, Manager

SNYDER, MICHAEL

P O BOX 1482
SUN VALLEY, ID 83353

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR
RIVER LODGE, LLC
(formerly known as 1620 Lake Washington Blvd)**

EFFECTIVE DATE: October 11, 2005

COMPANY: RIVER LODGE, LLC

THIS OPERATING AGREEMENT is made by and between **MICHAEL J. SNYDER**, as his separate estate, as the sole Member of **RIVER LODGE, LLC**, a Washington limited liability company (*formerly known as 1620 Lake Washington Blvd*) (*the "Company"*), and the Company. This Operating Agreement (*the "Agreement"*) governs the relationship between the Company and its Member, pursuant to the Washington Limited Liability Company Act, RCW 25.15 (*variously referred to herein as either the "Law" or the "Act"*).

ARTICLE I. FORMATION OF COMPANY

1.1 **Organization - Nature of Organization.** Member acknowledges the formation of the Company as a limited liability company pursuant to the provisions of the Act. A true and correct copy of the Certificate of Formation which was filed with the Secretary of State of the state of Washington is attached hereto as ***Exhibit A***. It is intended that the Company be a single-member limited liability company as authorized by the laws of the state of Washington. It is further the intent that under the applicable provisions of the Internal Revenue Code and the regulations promulgated thereunder, including, but not limited to, Regulation Section 301.7701-3, this entity be considered for tax purposes as a "disregarded entity."

1.2 **Agreement.** For and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Member and the Company hereby agree to the terms and conditions of this Agreement, as it may from time to time be amended according to its terms. It is the express intention of Member and the Company that the Agreement be the agreement of the parties, and, except to the extent a provision of the Agreement expressly incorporates federal income tax rules by reference to sections of the Internal Revenue Code of 1986, as amended (*the "Code"*), or its regulations or is prohibited or ineffective under the Act, the Agreement shall govern, even when inconsistent with, or different from, the provisions of the Act or any other law or rule. To the extent any provision of this Agreement is prohibited or ineffective under the Act, the Agreement shall be considered

amended to the smallest degree possible in order to make the Agreement effective under the Act.

1.3 **Name.** The name of the Company is RIVER LODGE, LLC.

1.4 **Principal Place of Business.** The address of the initial principal place of the business of the Company is as set forth in the Certificate of Formation. The Company may locate its principal place of business and registered office at any place or places as Member may from time to time deem advisable without the necessity of amending this Agreement.

1.5 **Registered Agent.** The registered agent for the Company and the business address of the registered agent are as set forth in the Certificate of Formation. Member may, from time to time, change the registered agent or the registered office without the necessity of amending this Agreement. Any change in the Company's registered office or the name and address of its registered agent shall be stated in a Certificate of Amendment to or Restatement of the Certificate of Formation and the Certificate of Amendment or Restatement shall be filed with the Secretary of State of the state of Washington as soon after the change is made as may be practicable.

1.6 **Term.** The Company shall have perpetual existence from and after the date of filing the Certificate of Formation with the Secretary of State of the state of Washington, until the Company is earlier dissolved in accordance with this Agreement or law.

1.7 **Amendment of Certificate of Formation.** The Company's Certificate of Formation may be amended and/or restated at any time in accordance with the Act. Any time an amendment or restatement is required by law it shall be made as soon as practicable once the change is adopted by the Company.

1.8 **Definitions.** Unless expressly provided otherwise or unless the context requires a different meaning, all terms as used in this Agreement shall have the same meaning as attributed to the terms under the Act.

ARTICLE 2. BUSINESS PURPOSES OF THE COMPANY

The business of the Company shall be:

(a) To own, operate, improve, lease, sell (*in whole or in part*), hold and invest in, or otherwise deal with real estate and personal property, and to carry on any lawful business or activity which may be related to said activities and conducted by a limited liability company organized under the Act; and

(b) To exercise all other powers and to engage in all activities that may be necessary, convenient and/or customary in order to carry out the business of the

Company, except as expressly limited by the provisions of this Agreement or applicable law.

ARTICLE 3. MANAGEMENT

3.1 **Management by Manager.** The Company shall be managed by a Manager. There may be more than one Manager for the Company. A Manager may, but need not, be the Member. The initial Manager of this Company shall be MICHAEL J. SNYDER.

3.2 **Management.**

3.2.1 **Exclusive Right to Manage.** The business, affairs and properties of the Company shall be managed by the Company's Manager. Except as otherwise expressly provided in this Agreement, the Manager shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters, and to perform any and all other acts or activities customary or incidental to the management of the Company's business. The Company Manager shall have the authority to delegate authority to execute legal documents on behalf of the Company, including authority to acquire real property, including that certain property located at 13507 Highway 75, Ketchum, Idaho.

3.2.2 **Manager Authority.** Without limiting the generality of the foregoing, the Manager shall have the power and authority on behalf of the Company:

(a) To acquire property from any person or entity, including, without limitation, that certain property commonly known as 13507 Highway 75, Ketchum, Idaho, which is more legally described as Lot 18, Barlow Subdivision, Blaine County, Idaho.

(b) To borrow money from any financial institution or any other person, or from the Manager, Member, or affiliates thereof, on such terms as the Manager deems appropriate and, in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums;

(c) To purchase liability and other insurance to protect the Company's property and business;

(d) To acquire, improve, manage, lease, operate, sell, transfer, exchange, encumber, pledge or dispose of any and all real or personal property of the Company;

(e) To invest Company funds temporarily in publicly traded stocks and bonds, time deposits, short-term governmental obligations, commercial paper or other short-term investments;

(f) To execute instruments and documents, including, without limitation, checks, drafts, notes and other negotiable instruments, mortgages or deeds of

trust, security agreements, financing statements, documents providing for the acquisition, mortgage or disposition of the Company's property, assignments, bills of sale, leases, partnership agreements, operating agreements of other limited liability companies, and any other instruments or documents necessary, in the opinion of the Manager, to the business of the Company;

(g) To employ accountants, legal counsel, managing agents or other experts to perform services for the Company and to compensate them from Company funds;

(h) To enter into any and all other agreements with any other person for any purpose, in such form as the Manager may approve;

(i) From time to time to open bank accounts in the name of the Company, and the Manager shall be the sole signatory thereon, unless the Manager determines otherwise; and

(j) To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

3.2.3 Power to Bind Company - Right to Rely on Manager. The Manager has the sole authority to act on behalf of the Company. Unless the Manager or the Agreement provides otherwise, no Member, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit, or to render it liable for any purpose. If Member grants the authority to bind the Company to another person, the authority must be memorialized in a Certificate of Authority which sets forth the scope of such person's authority to act on behalf of the Company. Such Certificate must be signed by the Manager and a copy of the Certificate must be kept in the records of the Company.

3.3 Manager Compensation. The Manager shall be paid reasonable compensation for services rendered in acting as Manager of the Company. Manager's compensation shall be fixed by Member.

The Manager shall also be reimbursed by the Company for reasonable out-of-pocket expenses incurred by the Manager in connection with the Company's business, including, without limitation, expenses incurred in the organization of the Company and the raising of capital.

3.4 Limitation of Liability; Indemnification. No Manager (*nor any employee or agent of a corporate Manager*) shall be liable, responsible, or otherwise accountable, in damages or otherwise, to the Company or Member for any act or omission performed in good faith, provided that such act or omission did not constitute intentional misconduct, gross negligence, or a knowing violation of law. The Company shall indemnify and hold harmless the Manager, and each employee or agent thereof, against any liability, loss,

damage, cost or expense incurred by them on behalf of the Company or in furtherance of the Company's interests, without relieving any such person of liability for intentional misconduct, gross negligence, or a knowing violation of law. No Member shall have any personal liability with respect to the satisfaction of any required indemnification of the above-mentioned persons.

Any indemnification required to be made by the Company shall be made promptly following the fixing of the liability, loss, damage, cost or expense incurred or suffered by a final judgment of any court, settlement, contract or otherwise. In addition, the Company may advance funds to a person claiming indemnification under this Section 3.4 for legal expenses and other costs incurred as a result of a legal action brought against such person only if (i) the legal action relates to the performance of duties or services by the person on behalf of the Company, (ii) the legal action is initiated by a party other than a Member, and (iii) such person undertakes to repay the advanced funds to the Company if it is determined that such person is not entitled to indemnification pursuant to the terms of this Agreement.

3.5 Other Business Opportunities. Any business opportunities coming to the attention of any Manager shall not be considered as a Company opportunity nor shall any Manager have a fiduciary or other responsibility to Company or its Member to allow the Company or its Member to invest in said business opportunity.

3.6 Term; Resignation; Removal and Replacement of Manager(s). The Manager shall serve until he resigns, otherwise ceases to serve, or is removed by Member. Member may remove the Manager for any reason at any time. In the event of a vacancy in the position of Manager, Member shall appoint a Manager of Member's choice and at Member's sole discretion.

ARTICLE 4. RIGHTS AND OBLIGATIONS OF MEMBER

4.1 Right to Appoint Management. The Company shall be managed by the Manager. Member shall have the right to appoint other persons to aid in management of the Company pursuant to Section 3.2.3 herein.

4.2 Limitation of Liability. Member shall not be personally liable to the Company or to any other person for any debts, obligations or liabilities of the Company beyond Member's initial capital contribution. The failure by the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Member.

4.3 Indemnification. The Company shall indemnify Member for all costs, losses, liabilities and damages paid by Member in connection with the Company's business, to the fullest extent provided or allowed by Washington law.

4.4 **Fiduciary Duties and Obligations.** Member shall have no fiduciary duties of loyalty or otherwise with respect to the Company.

ARTICLE 5. CONTRIBUTIONS

5.1 **Capital Contributions.** The capital contributions to the Company of Member are reflected on the financial books and records of the Company. Member shall not be required to make additional capital contributions.

5.2 **Loans.** The management of the Company may raise additional capital for the Company by accepting additional capital contributions from Member. In the event Member does not make additional contributions, the Company may seek loans or outside capital investments from third parties upon such terms and conditions as agreed to and deemed appropriate by Member.

5.3 **Interest on and Return of Capital Contribution.** Member shall not be entitled to interest on any capital contribution or to a return of any capital contribution, except as specifically provided for herein (*see Section 11.8 herein*).

ARTICLE 6. PROFIT AND LOSS ALLOCATION

6.1 **Allocation In Accordance With Percentages of Membership Interest.** Member holds *one hundred percent (100%)* of the Membership Interests in the Company. *One hundred percent (100%)* of the profits and losses shall be allocated to Member.

ARTICLE 7. DISTRIBUTIONS

7.1 **Distributions.** All distributions of cash and other property shall be made in such amounts and at such times as may be determined by Member, in Member's discretion.

7.2 **Limitations on Distributions.** No distribution shall be declared or paid unless, after the distribution is made, the Company's assets would exceed the Company's liabilities. Liabilities to Member on account of Member's Membership Interest shall not be a Company liability for purposes of this section.

ARTICLE 8. ACCOUNTING AND RECORDS

8.1 **Accounting.** The Company's books and records shall be kept and its tax returns prepared under such permissible method(s) of accounting, consistently applied, as the Company may determine in its best interests and the best interests of its Member. The Company's accounting period shall be the calendar year, unless otherwise determined by the Company.

8.2 **Records.** The Company shall maintain at its principal place of business or such other place as the Member may choose, the following:

- (a) a current and a past list setting forth the full names and last-known mailing addresses of Member and Manager;
- (b) a copy of the Certificate of Formation and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;
- (c) copies of the Company's federal, state, and local income tax returns and reports, if any, for the **three (3)** most recent years;
- (d) copies of any currently effective written operating agreements, copies of any writings permitted or required under the Act, and copies of any financial statements of the Company for the **three (3)** most recent years;
- (e) minutes of any Member meetings or any Manager resolutions regarding Article 3 herein;
- (f) Certificate of Cancellation if Member voluntarily dissolves in accordance with Article 11 herein.

ARTICLE 9. TRANSFER OF MEMBERSHIP INTEREST

Member may sell, hypothecate, pledge, assign or otherwise voluntarily transfer any part or all of Member's Membership Interest in the Company to any other person. Unless Member provides otherwise, the transferee(s) shall become a Member without any further action and shall have all of the rights and responsibilities of a Member as set forth in this Agreement.

ARTICLE 10. WITHDRAWAL OF MEMBER

Member has the power to withdraw from the Company at any time.

ARTICLE 11. DISSOLUTION AND TERMINATION

11.1 **Events of Dissolution.** The Company shall dissolve upon the occurrence of any of the following events:

- (a) By execution of a Certificate of Cancellation by the Member; or
- (b) By the entry of a decree of judicial dissolution or administrative dissolution pursuant to the Act.

11.2 **Certificate of Cancellation - Voluntary Dissolution.** In the event of voluntary dissolution of the Company pursuant to Section 11.1(a), Member shall execute a Certificate of Cancellation, which Certificate shall set forth (a) the name of the Company, (b) a statement indicating that the Company is being voluntarily dissolved in accordance with Section 11.1 of the Operating Agreement and the Act, (c) the signature of Member or someone authorized to act on behalf of Member in such matter, and (c) any other matters which Member deems pertinent to include. The Certificate of Cancellation shall be kept in the records of the Company. Execution of the Certificate of Cancellation shall trigger winding up of the business affairs of the Company.

11.3 **Dissociation - Business Continued.** In the event of the death, insanity, bankruptcy, resignation, or withdrawal, or any other event of dissociation of the Member of this Company, the business of the Company shall be continued.

11.4 **Winding Up, Liquidation and Distribution of Assets.**

(a) Upon dissolution, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The person authorized to wind up the affairs of the Company as set forth in Section 11.8 herein ("*authorized person*") shall immediately proceed to wind up the affairs of the Company.

(b) If the Company is dissolved and its affairs are to be wound up, the authorized person shall (i) sell or otherwise liquidate all of the Company's assets as promptly as practicable (*except to the extent they may determine to receive any assets in kind*), (ii) discharge all liabilities of the Company (*other than liabilities to Member*), including all costs relating to the dissolution, winding up, and liquidation and distribution of assets, (iii) establish such reserves as reasonably may be necessary to provide for contingent liabilities of the Company, (iv) discharge any liabilities of the Company to the Member other than on account of Member's interest in Company capital or profits, and (v) distribute the remaining assets to Member.

(c) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

(d) The authorized person shall comply with all requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

11.5 Certificate of Cancellation. When all debts, liabilities and obligations have been paid and discharged or adequate provision has been made therefor and all of the remaining property and assets have been distributed to Member and the process of winding up has been completed, a Certificate of Cancellation containing information required by the Act (*RCW 25.15.080*) shall be executed by an authorized person.

11.6 Filing of Certificate of Cancellation.

(a) The original of such Certificate of Cancellation shall be delivered to the Washington Secretary of State.

(b) Upon the filing of the Certificate of Cancellation, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate action as provided in the Act. Member shall thereafter be a trustee for creditors of the Company and as such shall have authority to distribute any Company property discovered after dissolution, convey real estate, and take such other action as may be necessary on behalf of and in the name of the Company.

11.7 Effect of Liquidation. Notwithstanding anything to the contrary in this Agreement, upon a liquidation within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, if Member has a deficit Capital Account (*after giving effect to all contributions, distributions, allocations and other capital account adjustments for all taxable years, including the year during which such liquidation occurs*), Member shall have no obligation to make any capital contribution, and the negative balance of Member's Capital Account shall not be considered a debt owed by Member to the Company or to any other person for any purpose whatsoever.

11.8 Return of Capital Contribution - Authority to Windup Business. Upon dissolution, Member shall look solely to the assets of the Company for the return of Member's Capital Contribution. The person authorized to wind up the business affairs of the Company and distribute its assets shall be Member, who is hereby authorized to take all actions necessary to accomplish such distribution, or such other person(s) authorized to wind up the Company's business affairs as determined pursuant to the Act.

ARTICLE 12. MISCELLANEOUS PROVISIONS

12.1 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the state of Washington.

12.2 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, all parties hereto and, to the extent permitted by this Agreement, their respective legal representatives, successors and assigns.

12.3 No Limit on Personal Activities. Nothing herein contained shall be construed to limit in any manner Member or Member's respective agents, servants, and employees, in carrying out Member's separate businesses or activities.

12.4 Gender and Headings. Throughout this Agreement, where such meanings would be appropriate: (a) the masculine gender shall be deemed to include the feminine and the neuter and vice versa, and (b) the singular shall be deemed to include the plural and vice versa. The headings herein are inserted only as a matter of convenience and reference, and in no way define or describe the scope of the Agreement or the intent of any provisions thereof.

12.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

12.6 Membership Interest. Member hereby covenants, acknowledges and agrees that the Membership Interest in the Company shall for all purposes be deemed personalty and shall not be deemed realty or any interest in the assets or property owned by the Company.

12.6 Not For Benefit of Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.

EXECUTED by Member and the Company effective as of the date and year first above written.

MEMBER:


MICHAEL J. SNYDER

COMPANY:**RIVER LODGE, LLC**

By: 
Michael J. Snyder, Manager

EXHIBIT A

Certificate of Formation/Amendment

(attached)

FILED
SECRETARY OF STATE
SAM REED

OCTOBER 28, 2005

STATE OF WASHINGTON

10/28/2005 723606
\$50.00 Check #59790
Tracking ID: 997195
Doc No: 723606-001

**AMENDMENT TO
CERTIFICATE OF FORMATION
OF
1620 LAKE WASHINGTON BLVD, LLC**

UBI NO. 602-525-120

Pursuant to RCW 25.15.075 of the Washington Limited Liability Company Act (*Revised Code of Washington, Ch. 25.15*), the undersigned company hereby submits the following amendment to the company's Certificate of Formation.

1. The name of the company is: **1620 LAKE WASHINGTON BLVD, LLC.**
2. The original Certificate of Formation was filed in the Office of the Secretary of State of the state of Washington on July 27, 2005.
3. The text of the amendment as adopted is as follows:

ARTICLE I
Name

The name of this limited liability company is **RIVER LODGE, LLC.**

4. Except as expressly provided above, all of the remaining terms and condition of the Certificate of Formation shall remain in full force and effect.
5. This Certificate of Amendment will be effective upon filing.

DATED this 24 day of October, 2005.


MICHAEL J. SNYDER, Manager

UNITED STATES OF AMERICA

The State of Washington
Secretary of State

I, SAM REED, Secretary of State of the State of Washington and custodian of its seal,
hereby issue this

CERTIFICATE OF FORMATION

to

1620 LAKE WASHINGTON BLVD, LLC

a/an WA Limited Liability Company. Charter documents are effective on the date
indicated below.

Date: 7/27/2005

UBI Number: 602-525-120

APPID: 333502

Given under my hand and the Seal of the State
of Washington at Olympia, the State Capital



Sam Reed, Secretary of State

FILED
SECRETARY OF STATE
SAM REED

July 27, 2005

STATE OF WASHINGTON

602-525-120

**CERTIFICATE OF FORMATION
OF
1620 LAKE WASHINGTON BLVD, LLC**

THE UNDERSIGNED hereby executes the following Certificate of Formation for the purpose of forming a limited liability company under the Washington Limited Liability Company Act (*Revised Code of Washington, Ch. 25.15*).

ARTICLE I

Name

The name of this limited liability company is **1620 LAKE WASHINGTON BLVD, LLC** (the "LLC").

ARTICLE II

Registered Office and Agent

A. The street address of the LLC's initial registered office is 405 E. Lincoln Ave, Yakima, Washington 98901. The mailing address of the LLC's initial registered office is P. O. Box 22550, Yakima, Washington 98907

B. **Morris G. Shore** is the LLC's initial registered agent at such office.

ARTICLE III

Principal Place of Business

The street address of the LLC's principal place of business is 405 E. Lincoln Ave, Yakima, Washington 98901.

ARTICLE IV

Period of Duration

The LLC shall exist perpetually, from and after the date of filing of this Certificate of Formation with the Secretary of State of the state of Washington, unless dissolved earlier in accordance with the agreement of the members or according to law.

ARTICLE V
Management

Management of the LLC is vested in one manager who shall serve until the election and qualification of his successor in the manner specified in an agreement of the members, to wit:

MICHAEL J. SNYDER
c/o Morris G. Shore
P.O. Box 22550
Yakima, Washington 98907

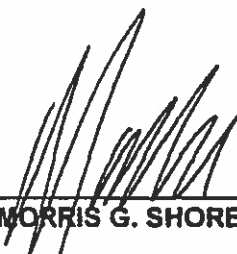
ARTICLE VI
Manager/Member Liability

A manager of the LLC shall not be personally liable to the LLC or its members for monetary damages for conduct as a manager, except for liability of the manager for (i) acts or omissions that involve intentional misconduct or a knowing violation of the law by the manager, (ii) conduct which violates Section 6.05 of the Washington Limited Liability Company Act, pertaining to unpermitted distributions to members or loans to managers, or (iii) any transaction from which the manager will personally receive a benefit in money, property or services to which the manager is not legally entitled. If the Washington Limited Liability Company Act is amended to authorize limited liability company action further eliminating or limiting the personal liability of managers, then the liability of a manager of the LLC shall be eliminated or limited to the fullest extent permitted by the Washington Limited Liability Company Act, as so amended. Any repeal or modification of the foregoing paragraph by the members of the LLC shall not adversely affect any right or protection of a manager of the LLC existing at the time of such repeal or modification. Additionally, no member shall be liable for the conduct of the Company unless otherwise agreed in writing.

ARTICLE VII
Indemnification

The company shall indemnify each manager as against all liability, damage or expense resulting from the fact that such person is or was a manager, to the maximum extent and under all circumstances permitted by law; except that the LLC shall not indemnify a manager against liability, damage or expense resulting from the manager's gross negligence.

Executed this 26th day of July, 2005.



MORRIS G. SHORE, Executor

Physical Address:

405 East Lincoln Ave.
Yakima, Washington 98901

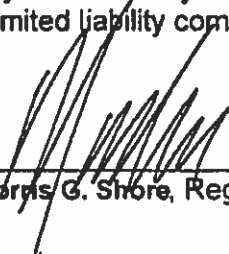
Mailing Address:

P.O. Box 22550
Yakima, Washington 98907

CONSENT TO APPOINTMENT AS REGISTERED AGENT

I, **MORRIS G SHORE**, hereby consent to serve as registered agent in the state of Washington for the following limited liability company: **1620 LAKE WASHINGTON BLVD, LLC**. I understand that as agent of the limited liability company, it will be my responsibility to accept service of process in the name of the limited liability company; to forward all mail license renewals to the appropriate members of the limited liability company; and to immediately notify the Office of the Secretary of State of my resignation or of any change in the address of the registered office of the limited liability company for which I am agent.

DATED this 26th day of July, 2005.



Morris G. Shore, Registered Agent

Registered Physical Address:

405 E. Lincoln Avenue
Yakima, Washington 98901

Registered Physical Address:

P.O. Box 22550
Yakima, Washington 98907

RECEIVED

AUG 27 2015

DEPARTMENT OF
WATER RESOURCES

TELEPHONE
(208) 726-4421
FACSIMILE
(208) 726-0752

SPECK & AANESTAD
A PROFESSIONAL CORPORATION
ATTORNEYS

120 EAST AVENUE
POST OFFICE BOX 987
KETCHUM, IDAHO 83340

JAMES P. SPECK
jim@speckandaanestad.com
DOUGLAS J. AANESTAD
doug@speckandaanestad.com

August 26, 2015

Remington Buyer
Water Supply Bank Coordinator
Idaho Department of Water Resources
322 E. Front St.
Boise, Idaho 83720-0098

Re: River Lodge LLC- Applications to Lease Water Right No. 37-276H to the Water Supply Bank

Dear Remington:

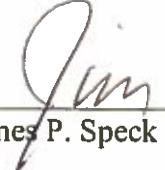
Enclosed you will find the original and one copy of the above-referenced Application together with my firm's check payable to the Department for the \$250 filing fee.

Please receipt date-stamp the copy and return it to me in the postage prepaid self-addressed envelope I have included for that purpose. Kindly call me right away if you have any questions about this Application.

Thank you.

Sincerely,

SPECK & AANESTAD
A Professional Corporation

By: 
James P. Speck

Enclosures

cc: Clients w/encl. by email