IDAHO DEPARTMENT OF WATER RESOURCES **9/1/2023**

Water Right 29-7729

Owner Type	**Name and Address**
Current Owner	745 N OLD HWY 91 LLC 2374 S 1520 W SYRACUSE, UT 84075-8603 (801) 529-2977
Original Owner	ORA SPRAKER 745 N OLD HWY 91 INKOM, ID 83245 (208) 775-3410
Previous Owner	IRVIN L SPRAKER 745 N OLD HWY 91 INKOM, ID 83245 (208) 775-3410

After Split

Priority Date: 6/14/1983
Basis: Decreed
Status: Active

Source	**Tributary**
PORTNEUF RIVER	SNAKE RIVER

Beneficial Use	**From**	**To**	**Diversion Rate**	**Volume**
IRRIGATION	04/15	10/15	0.110 CFS	18.5 AF
	Total Diversion		0.110 CFS	18.5 AF

Source and Point(s) of Diversion:

PORTNEUF RIVER	NWNWSW	Sec. 35, Twp 07S, Rge 36E, BANNOCK County
PORTNEUF RIVER	SENE	Sec. 34, Twp 07S, Rge 36E, BANNOCK County

Place Of Use:

IRRIGATION within BANNOCK County

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
07S	36E	34				5.3													5.3

POU Total Acres: 5.3

Conditions of Approval:

1.	X35	Rights 29-7729, 29-7209 & 29-14516 when combined shall not exceed a total diversion rate of 0.18 cfs, a total annual maximum diversion volume of 31.5 af at the field headgate, and the irrigation of 9 acres.
2.	R63	This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.
3.	R05	Use of water under this right will be regulated by a watermaster with

SCANNED 29-7729
SEP 0 1 2023

		responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 29.
4.	T17	Prior to diversion of water under this approval, the right holder shall provide a means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.
5.	X61	The period of use for the irrigation described in this approval may be extended to a beginning date of April 1 and an ending date of October 31 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 4/1 and after 10/31 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than March 22, 2004.
6.	T07	The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
7.	T08	Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
8.	T19	Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

Comments:

1 pskaggs 5/17/2005 Transferred Right
This is now an approved transfer, transfer number = 71625

2 jhersley 9/5/2018 update type
Changed Ora Spraker to original owner based on a copy of the death certificate provided by Irvin Spraker. See WSB scanned images for a copy of the certificate.

3 jhersley 9/24/2018 POD
Updated Shape

4 jbaily 8/2/2023 POU
Updated Shape

5 jhersley 9/1/2023 POU
Updated Shape

6 jhersley 9/1/2023 Split Right
Split into 29-7729 AND 29-14516 due to change in ownership.

Dates and Other Information:

Decreed Date: 3/22/2004
Civil Case Number: 39576
Judicial District: FIFTH
Water District Number: 29D
Generic Max Rate Per Acre: 0.020
Generic Max Volume Per Acre: 3.5

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SEP 0 1 2023

Mitigation Plan: False

Combined Use Limits:

Rate	Volume	Acres	Water Rights
0.180	31.5	9.0	29-7209 ,29-7729

SubCase:
N/A

Water Supply Bank:

Lease ID: 861
Lease Type: Contract
Lease Status: Active
Lease Start Date: 1/1/2019
Lease End Date: 12/31/2023

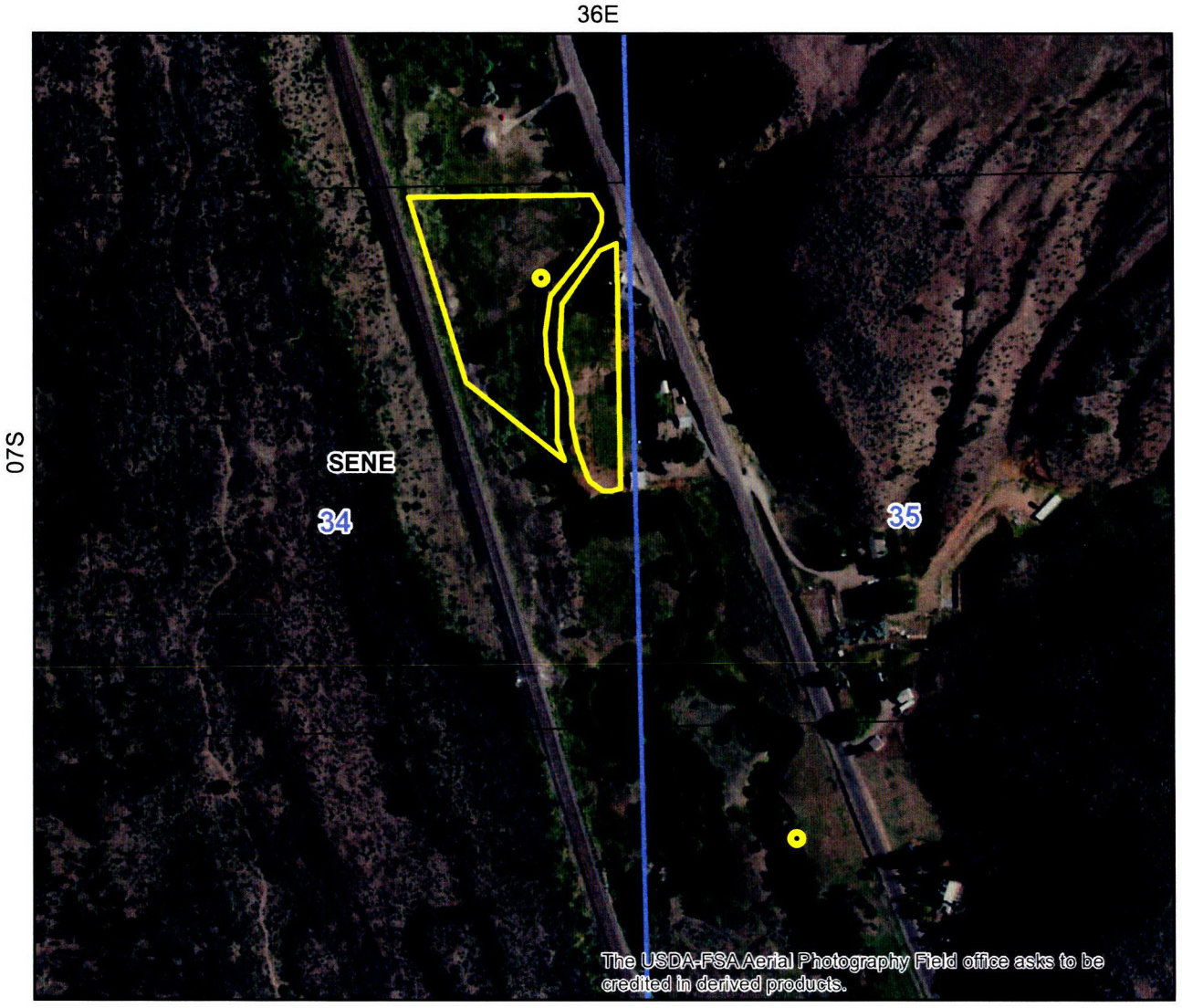
Beneficial Use	Div Rate Leased	Div Volume Leased	Acre Limit Leased	Total Acres Leased
Irrigation	0.08	14.00	4.00	4.00

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SEP 0 1 2023

State of Idaho
Department of Water Resources

Water Right

29-7729



0 0.05 0.1 0.2 Miles

Place Of Use Boundary
Townships
PLS Sections
Quarter Quarters
Point of Diversion

N

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SEP 11 2022

IDAHO DEPARTMENT OF WATER RESOURCES **9/1/2023**

Water Right 29-7729

Before Split

Owner Type	**Name and Address**
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Original Owner	ORA SPRAKER 745 N OLD HWY 91 INKOM, ID 83245 (208) 775-3410

Priority Date: 6/14/1983
Basis: Decreed
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Beneficial Use	**From**	**To**	**Diversion Rate**	**Volume**
IRRIGATION	04/15	10/15	0.180 CFS	31.5 AF
	Total Diversion		0.180 CFS	31.5 AF

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PORTNEUF RIVER	NWNWSW	Sec. 35, Twp 07S, Rge 36E, BANNOCK County
PORTNEUF RIVER	SENE	Sec. 34, Twp 07S, Rge 36E, BANNOCK County

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IRRIGATION within BANNOCK County

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
07S	36E	34				5.3													5.3
07S	36E	35										3.7							3.7

POU Total Acres: 9.0

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SEP 01 2023

		means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.
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Updated Shape

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Water District Number: 29D
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Generic Max Volume Per Acre: 3.5
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Combined Use Limits:

Rate	Volume	Acres	Water Rights
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SEP 01 2023

SubCase:
N/A

Water Supply Bank:

Lease ID: 861
Lease Type: Contract
Lease Status: Active
Lease Start Date: 1/1/2019
Lease End Date: 12/31/2023

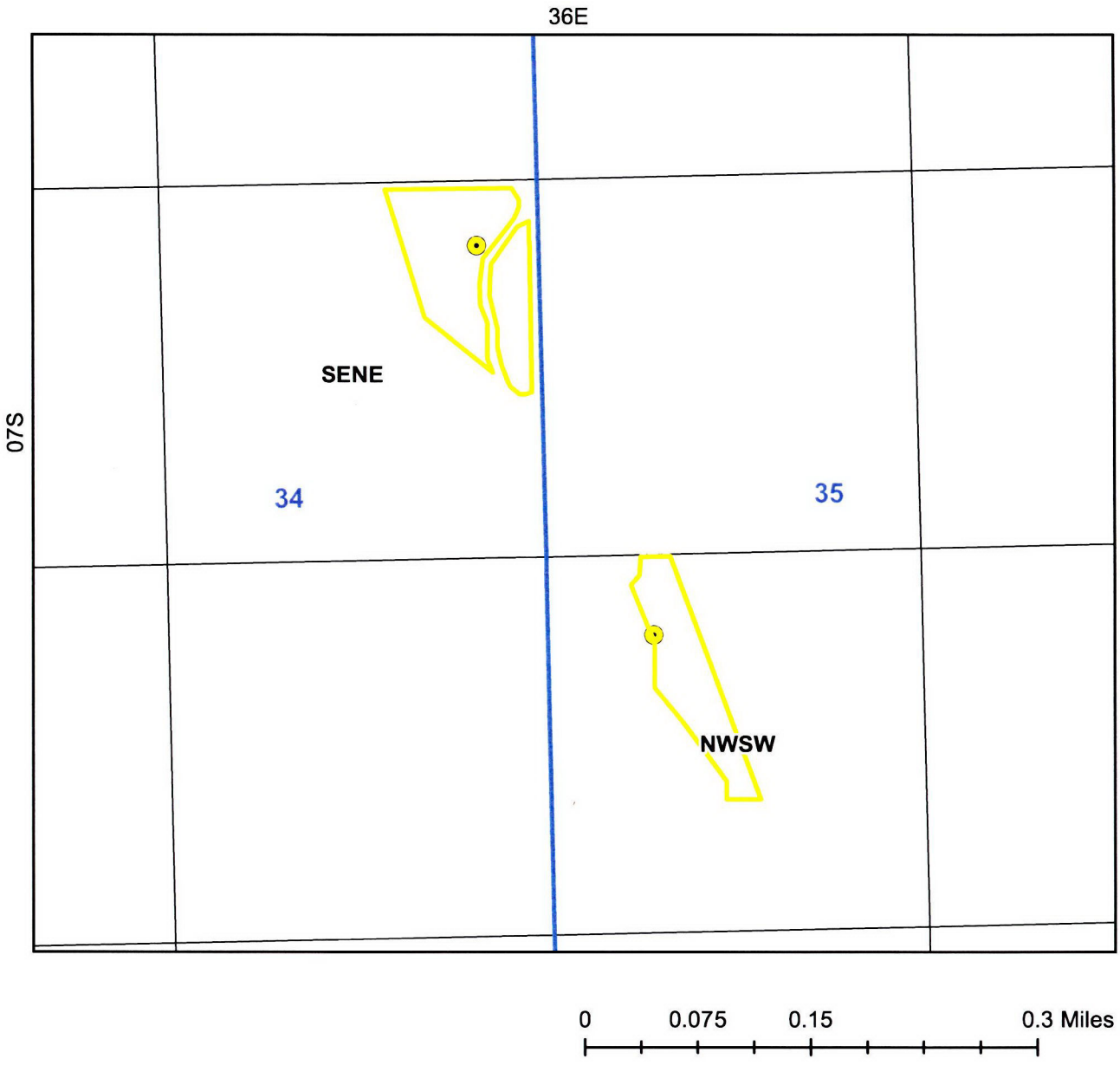
Beneficial Use	Div Rate Leased	Div Volume Leased	Acre Limit Leased	Total Acres Leased
Irrigation	0.08	14.00	4.00	4.00

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SEP 0 1 2023

State of Idaho
Department of Water Resources

Water Right

29-7729



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SEP 0 1 2023

Form 42-248/42-1409(6) Rev. 6/22

RECEIVED
$ 250
AUG 10 2023
DEPARTMENT OF WATER RESOURCES

RECEIVED
JUN - 5 2023
Department of Water Resources
Eastern Region

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "*Yes*" in the "*Split?*" column. If the water right is leased to the Water Supply Bank, check "*Yes*". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions. DEV

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
29-8128	Yes ☐	Yes ☐	29-8127	Yes ☐	Yes ☐
29-10018	Yes ☐	Yes ☐	29-7729	Yes ☒	Yes ☒
29-285C	Yes ☐	Yes ☐		Yes ☐	Yes ☐
29-297C	Yes ☒	Yes ☒		Yes ☐	Yes ☐
29-7209	Yes	Yes ☒		Yes ☐	Yes ☐

2. Previous Owner's Name: Irvin Spraker
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): 745 N Old Highway 91 LLC
   New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or

2374 S. 1520 W. | Syracuse | UT. | 84075
Mailing address | City | State | Zip

801 529 2977 | KevinSpraker@Comcast.net
Telephone | Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
   - ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
   - ☒ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: 1/26/2023.

6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
   - If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.

7. This form must be signed and submitted with the following **REQUIRED** items:
   - ☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
   - ☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
   - ☒ Filing fee (see instructions for further explanation):
     - $25 per *undivided* water right.
     - $100 per *split* water right.
     - No fee is required for pending adjudication claims.

   SUPPORT DATA
   IN FILE # 29-285C

   - ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
   - ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: _____ | Partner of LLC | 7-25-23
   Signature of new owner/claimant | Title, if applicable | Date
   Kevin Spraker
   Print name

   Signature: _____ | _____ | _____
   Signature of new owner/claimant | Title, if applicable | Date
   _____
   Print name

SCANNED
SEP 01 2023

For IDWR Office Use Only:

Receipted by JB Date 7/25/2023 Receipt No. E0493774 Receipt Amt. $250.00

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

Name on W-9 _____ Approved by _____ Processed by _____ Date 9-1-23

Form 42-248/42-1409(6) Rev. 6-22

RECEIVED
AUG 10 2023
DEPARTMENT OF WATER RESOURCES

RECEIVED
JUN 15 2023
Department of Water Resources
Eastern Region

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

DEV

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "*Yes*" in the "*Split?*" column. If the water right is leased to the Water Supply Bank, check "*Yes*". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
29-7729	Yes ■	Yes ☒		Yes ☐	Yes ☐
→ 29-7729, 29-14516	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Irvin Spraker
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): 3270 N Rapid Creek LLC
   New owner(s) as listed on the conveyance document Name connector ☐ **and** ☐ **or**

2374 S. 1520 W.
Mailing address

Syracuse | UT | 84075
City | State | Zip

801 529 2977
Telephone

Kevinspraker@Comcast.net
Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
   - ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
   - ■ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

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   - ○ If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.

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     - ○ $25 per *undivided* water right.
     - ○ $100 per *split* water right.
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   - ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
   - ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

SUPPORT DATA
IN FILE # 29-7729

8. Signature: _____ Partner of LLC 7.25.23
   Signature of new owner/claimant | Title, if applicable | Date
   Kevin Spraker
   Print name

   Signature: _____
   Signature of new owner/claimant | Title, if applicable | Date

   Print name

SCANNED
SEP 01 2023

For IDWR Office Use Only:

Receipted by JB Date 7/25/2023 Receipt No. E0493714 Receipt Amt. $250.-

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

Name on W-9 _____ Approved by _____ Processed by _____ Date 9-1-23

Recorded Electronically
ID 22300847
County Bannock
Date 11/26/2023 Time 11:37 a.m.

PERSONAL REPRESENTATIVE'S SPECIAL WARRANTY DEED

Jeffrey Spraker and Kevin Spraker, *not individually, but as Personal Representatives of the Estate of Irvin Spraker, deceased,* with administration of the estate pending as Case No. CV03-22-03705 in the Magistrate Division of the Sixth Judicial District Court in and for the County of Bannock, State of Idaho, of 3270 N Rapid Creek Rd, Inkom, ID 83245 (Grantors), for and in consideration of $10.00 and other good and valuable consideration, hereby transfers, grants, conveys, and warrants unto **3270 N Rapid Creek LLC**, a limited liability company of the State of Idaho (Grantee), all of Grantors' interest in and to the following described real property located in Bannock County, Idaho, to wit:

See Exhibit A

Together with: All and singular the tenements, hereditaments, and appurtenances, and improvements thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all estate, right, title, and interest in and to the said property, as well in law as in equity.

Subject to: All easements, encumbrances, rights of way, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, all facts and circumstances that would be revealed by inspection of the property of inquiry of persons in possession thereof, and payment of present year's property taxes, which are an accruing lien not yet due.

Grantors, for themselves, their successors, and assigns, warrant and represent as follows:

Grantors were appointed personal representatives of the Estate of Irvin Spraker, deceased, according to law on December 5, 2022, and have the legal right to transfer the real property described above.

The real property described in this deed is free from all liens, encumbrances, and defects in title, except for those of sight or record.

SCANNED
SEP 01 2023

Grantors will forever warrant and defend the quiet and peaceful possession of the real property granted by this deed to Grantee against all lawful claims arising during the time period in which Grantors served as personal representative of the Estate of Irvin Spraker.

The warranty in this deed is limited to the amount of coverage the decedent or Grantors had under a policy of title insurance or the sum of $10.00, whichever is greater.

Date: January 10, 2023

Jeffrey Spraker
Personal Representative of the Estate of
Irvin Spraker

Kevin Spraker
Personal Representative of the Estate of
Irvin Spraker

SCANNED
SEP 01 2023

Acknowledgment

State of Idaho
ss.
County of Bannock

On this 10 day of January, 2023, before me, the undersigned, a notary public, personally appeared Jeffrey Spraker, known or identified to me to be the person whose name is subscribed to the above Personal Representative's Special Warranty Deed, and acknowledged to me that he executed the same in his capacity as Personal Representative of the Estate of Irvin Spraker, deceased.

Notary Public for Idaho
Residing at: Pocatello, Idaho
Commission Expires: 06/28/2028

(SEAL)

DEREK TOONE
COMMISSION NO. 20222958
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 06/28/2028

State of Idaho
ss.
County of Bannock

On this 10 day of January, 2023, before me, the undersigned, a notary public, personally appeared Kevin Spraker, known or identified to me to be the person whose name is subscribed to the above Personal Representative's Special Warranty Deed, and acknowledged to me that he executed the same in his capacity as Personal Representative of the Estate of Irvin Spraker, deceased.

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(SEAL)

DEREK TOONE
COMMISSION NO. 20222958
NOTARY PUBLIC
STATE OF IDAHO
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SCANNED
SEP 01 2023

Instrument # 22[illegible]847
Bannock County, Pocatello, Idaho
01/26/2023 11:37:20 AM No. of Pages: 4
Recorded for: BEARD ST. CLAIR GAFFNEY PA
Jason C. Dixon Fee: $15.00
Deputy jbrower
Electronically Recorded

PERSONAL REPRESENTATIVE'S SPECIAL WARRANTY DEED

Jeffrey Spraker and Kevin Spraker, *not individually, but as Personal Representatives of the Estate of Irvin Spraker, deceased,* with administration of the estate pending as Case No. CV03-22-03705 in the Magistrate Division of the Sixth Judicial District Court in and for the County of Bannock, State of Idaho, of 3270 N Rapid Creek Rd, Inkom, ID 83245 (Grantors), for and in consideration of $10.00 and other good and valuable consideration, hereby transfers, grants, conveys, and warrants unto **3270 N Rapid Creek LLC**, a limited liability company of the State of Idaho (Grantee), all of Grantors' interest in and to the following described real property located in Bannock County, Idaho, to wit:

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SCANNED
SEP 0 1 2023

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Irvin Spraker

Kevin Spraker
Personal Representative of the Estate of
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SCANNED
SEP 01 2023

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County of Bannock

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Notary Public for Idaho
Residing at: Pocatello, Idaho
Commission Expires: 06/28/2028

(SEAL)

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COMMISSION NO. 20222958
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 06/28/2028

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(SEAL)

DEREK TOONE
COMMISSION NO. 20222958
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 06/28/2028

S NNED
SEP 0 1 2023

Exhibit A

The SE¼NE¼ of Section 34, Township 7 South, Range 36 East Boise Meridian, BANNOCK COUNTY, IDAHO, and the SW¼NW¼ of Section 35, Township 7 South, Range 36 East Boise Meridian, BANNOCK COUNTY, IDAHO, lying West of Highway 91-191:

EXCEPTING THEREFROM:
That portion of the SE¼NE¼, Section 34 and the SW¼NW¼ Section 35, all in Township 7 South, Range 36 East, Boise Meridian, BANNOCK COUNTY, IDAHO, described as follows:

Beginning at the North 1/16th corner of the East line of said Section 34; thence Westerly along the North 1/16th line of said Section, 62.5 feet to the Southwesterly right of way line of Highway 91-191, the TRUE POINT OF BEGINNING; thence Southeasterly along said Southwesterly right of way line 600 feet; thence Westerly parallel to the North 1/16th line of said Section 35 and 34, a distance of 575 feet, more or less, to intersect the Northeasterly right of way line of the Union Pacific Railroad, thence Northwesterly along said right of way line, 785 feet, more or less, to intersect the North 1/16th line of said Section 34; thence Easterly along said North 1/16th line, 510 feet, more or less, to THE TRUE POINT OF BEGINNING, including garage and barn.

ALSO:
The NW¼SW¼ lying West of Highway 91-191, in Section 35, Township 7 South, Range 36 East, Boise Meridian, BANNOCK COUNTY, IDAHO:

EXCEPTING THEREFROM:
Part of the Southwest ¼ of Section 35, Township 7 South, Range 36 East, B.M., BANNOCK COUNTY, IDAHO, described as:

Beginning at a point that is North 00°02'00" West 1323.82 feet along the Section line to the South 1/16th Corner on the West line of said Section from the Southwest Corner of said Section 35 and running thence North 00°02'00" West 501.00 feet along the Section line; thence North 89°58'06" East 714.56 feet to the Westerly right-of-way of Highway 30 (U.S.P.W. Project No. NRH 15-A(1935) point being on a curve; thence Southerly 448.56 feet along said curve to the right Curve Data: Delta 9°05'51", Radius = 2825.00 feet; Chord Bearing South 13°11'27" East 448.09 feet to the P.T. of said curve being station (PT 791 + 82.8); thence South 08°38'31" East 97.40 feet along said Westerly right of way to a point of curve station (P.C. 792 + 80.2); thence Southerly 158.59 feet along a curve to the left on said Westerly right-of-way, Curve Data: Delta = 6°10'16", Radius = 1472.50 feet, Chord Bearing South 11°43'39" East 158.52 feet to the North line of Deed Instrument No. 94012776; thence along said Deed the following 4 courses (1) North 73°01'01" West 326.85 feet; (2) thence North 18°33'42" West 73.34 feet; (3) thence North 86°11'46" West 149.94 feet; (4) thence North 88°16'00" West 378.00 feet to the POINT OF BEGINNING.

PARCEL is subject to a 100 foot railroad right-of-way through the property, 50 feet East side of the main track.

SCANNED
SEP 0 1 2023

Recorded Electronically
ID 2230847
County Bannock
Date 11/26/2023 Time 11:37 a.m.

PERSONAL REPRESENTATIVE'S SPECIAL WARRANTY DEED

Jeffrey Spraker and Kevin Spraker, *not individually, but as Personal Representatives of the Estate of Irvin Spraker, deceased,* with administration of the estate pending as Case No. CV03-22-03705 in the Magistrate Division of the Sixth Judicial District Court in and for the County of Bannock, State of Idaho, of 3270 N Rapid Creek Rd, Inkom, ID 83245 (Grantors), for and in consideration of $10.00 and other good and valuable consideration, hereby transfers, grants, conveys, and warrants unto **3270 N Rapid Creek LLC**, a limited liability company of the State of Idaho (Grantee), all of Grantors' interest in and to the following described real property located in Bannock County, Idaho, to wit:

See Exhibit A

Together with: All and singular the tenements, hereditaments, and appurtenances, and improvements thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all estate, right, title, and interest in and to the said property, as well in law as in equity.

Subject to: All easements, encumbrances, rights of way, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, all facts and circumstances that would be revealed by inspection of the property of inquiry of persons in possession thereof, and payment of present year's property taxes, which are an accruing lien not yet due.

Grantors, for themselves, their successors, and assigns, warrant and represent as follows:

Grantors were appointed personal representatives of the Estate of Irvin Spraker, deceased, according to law on December 5, 2022, and have the legal right to transfer the real property described above.

The real property described in this deed is free from all liens, encumbrances, and defects in title, except for those of sight or record.

SCANNED
SEP 01 2023

Grantors will forever warrant and defend the quiet and peaceful possession of the real property granted by this deed to Grantee against all lawful claims arising during the time period in which Grantors served as personal representative of the Estate of Irvin Spraker.

The warranty in this deed is limited to the amount of coverage the decedent or Grantors had under a policy of title insurance or the sum of $10.00, whichever is greater.

Date: January 10, 2023

Jeffrey Spraker
Personal Representative of the Estate of
Irvin Spraker

Kevin Spraker
Personal Representative of the Estate of
Irvin Spraker

SCANNED
SEP 01 2023

Acknowledgment

State of Idaho
ss.
County of Bannock

On this 10 day of January, 2023, before me, the undersigned, a notary public, personally appeared Jeffrey Spraker, known or identified to me to be the person whose name is subscribed to the above Personal Representative's Special Warranty Deed, and acknowledged to me that he executed the same in his capacity as Personal Representative of the Estate of Irvin Spraker, deceased.

Notary Public for Idaho
Residing at: Pocatello, Idaho
Commission Expires: 06/28/2028

(SEAL)

DEREK TOONE
COMMISSION NO. 20222958
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 06/28/2028

State of Idaho
ss.
County of Bannock

On this 10 day of January, 2023, before me, the undersigned, a notary public, personally appeared Kevin Spraker, known or identified to me to be the person whose name is subscribed to the above Personal Representative's Special Warranty Deed, and acknowledged to me that he executed the same in his capacity as Personal Representative of the Estate of Irvin Spraker, deceased.

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DEREK TOONE
COMMISSION NO. 20222958
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 06/28/2028

SCANNED
SEP 01 2023

Exhibit A

The SE¼NE¼ of Section 34, Township 7 South, Range 36 East Boise Meridian, BANNOCK COUNTY, IDAHO, and the SW¼NW¼ of Section 35, Township 7 South, Range 36 East Boise Meridian, BANNOCK COUNTY, IDAHO, lying West of Highway 91-191:

EXCEPTING THEREFROM:
That portion of the SE¼NE¼, Section 34 and the SW¼NW¼ Section 35, all in Township 7 South, Range 36 East, Boise Meridian, BANNOCK COUNTY, IDAHO, described as follows:

Beginning at the North 1/16th corner of the East line of said Section 34; thence Westerly along the North 1/16th line of said Section, 62.5 feet to the Southwesterly right of way line of Highway 91-191, the TRUE POINT OF BEGINNING; thence Southeasterly along said Southwesterly right of way line 800 feet; thence Westerly parallel to the North 1/16th line of said Section 35 and 34, a distance of 575 feet, more or less, to intersect the Northeasterly right of way line of the Union Pacific Railroad, thence Northwesterly along said right of way line, 785 feet, more or less, to intersect the North 1/16th line of said Section 34; thence Easterly along said North 1/16th line, 510 feet, more or less, to THE TRUE POINT OF BEGINNING, including garage and barn.

ALSO:
The NW¼SW¼ lying West of Highway 91-191, in Section 35, Township 7 South, Range 36 East, Boise Meridian, BANNOCK COUNTY, IDAHO:

EXCEPTING THEREFROM:
Part of the Southwest ¼ of Section 35, Township 7 South, Range 36 East, B.M., BANNOCK COUNTY, IDAHO, described as:

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SEP 01 2023

Instrument # 22[redacted]847
Bannock County, Pocatello, Idaho
01/26/2023 11:37:20 AM No. of Pages: 4
Recorded for: BEARD ST. CLAIR GAFFNEY PA
Jason C. Dixon Fee: $15.00
Deputy jbrower
Electronically Recorded

PERSONAL REPRESENTATIVE'S SPECIAL WARRANTY DEED

Jeffrey Spraker and Kevin Spraker, *not individually, but as Personal Representatives of the Estate of Irvin Spraker, deceased,* with administration of the estate pending as Case No. CV03-22-03705 in the Magistrate Division of the Sixth Judicial District Court in and for the County of Bannock, State of Idaho, of 3270 N Rapid Creek Rd, Inkom, ID 83245 (Grantors), for and in consideration of $10.00 and other good and valuable consideration, hereby transfers, grants, conveys, and warrants unto **3270 N Rapid Creek LLC**, a limited liability company of the State of Idaho (Grantee), all of Grantors' interest in and to the following described real property located in Bannock County, Idaho, to wit:

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Together with: All and singular the tenements, hereditaments, and appurtenances, and improvements thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all estate, right, title, and interest in and to the said property, as well in law as in equity.

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SEP 0 1 2023

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The warranty in this deed is limited to the amount of coverage the decedent or Grantors had under a policy of title insurance or the sum of $10.00, whichever is greater.

Date: January 10, 2023

Jeffrey Spraker
Personal Representative of the Estate of
Irvin Spraker

Kevin Spraker
Personal Representative of the Estate of
Irvin Spraker

SCANNED
SEP 01 2023

Acknowledgment

State of Idaho
ss.
County of Bannock

On this 10 day of January, 2023, before me, the undersigned, a notary public, personally appeared Jeffrey Spraker, known or identified to me to be the person whose name is subscribed to the above Personal Representative's Special Warranty Deed, and acknowledged to me that he executed the same in his capacity as Personal Representative of the Estate of Irvin Spraker, deceased.

Notary Public for Idaho
Residing at: Pocatello, Idaho
Commission Expires: 06/28/2028

(SEAL)

DEREK TOONE
COMMISSION NO. 20222958
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 06/28/2028

State of Idaho
ss.
County of Bannock

On this 10 day of January, 2023, before me, the undersigned, a notary public, personally appeared Kevin Spraker, known or identified to me to be the person whose name is subscribed to the above Personal Representative's Special Warranty Deed, and acknowledged to me that he executed the same in his capacity as Personal Representative of the Estate of Irvin Spraker, deceased.

Notary Public for Idaho
Residing at: Pocatello, Idaho
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(SEAL)

DEREK TOONE
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PARCEL is subject to a 100 foot railroad right-of-way through the property, 50 feet East side of the main track.

SCANNED
SEP 0 1 2023

OPERATING AGREEMENT
OF
3270 N. RAPID CREEK LLC

This Operating Agreement (*Agreement*) of 3270 N. Rapid Creek LLC, an Idaho limited liability company (*Company*), is made by the Members to provide for the governance and operations of the Company and the rights and obligations of each Member regarding the Company. This Agreement is effective on the date of the last signature of any party to this Agreement and will apply to any Additional Members admitted in accordance with its terms. In consideration of the mutual promises in this Agreement, the parties to this Agreement agree to be legally bound by its terms.

ARTICLE ONE
ORGANIZATIONAL MATTERS

Section 1.01 Company Formation

The Company became a limited liability company under the laws of the State of Idaho, and specifically under the Idaho Uniform Limited Liability Company Act, upon filing the Articles of Organization as required by the Idaho Uniform Limited Liability Company Act.

Section 1.02 Company's Name

The Company's name is 3270 N. Rapid Creek LLC. The Members may change the name of the Company, subject to the terms of this Agreement and Applicable Law.

Section 1.03 Company's Purpose

The Company's purpose is to engage in any lawful act or activity for which limited liability companies may be formed under the Act and all activities necessary or incidental to that purpose. The Company has all the powers necessary or convenient to carry out its purposes, including the powers granted by the Act.

Section 1.04 Company's Principal Office and Location of Records

The street address of the principal office in the United States where the Company maintains its records is 3270 N. Rapid Creek Rd., Inkom, Idaho 83245.

Section 1.05 Registered Agent and Registered Office

The Company's initial Registered Agent is Guardian Registered Agents LLC, and the Company's initial registered office is located at 955 Pier View Dr., Idaho Falls, Idaho 83402.

Section 1.06 Company's Term

The Company's duration is perpetual. The Company began on the date the Articles of Organization were filed with the Idaho Secretary of State and will continue until terminated or dissolved as provided in this Agreement.

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ARTICLE TWO
TAX MATTERS

Section 2.01 Taxation as a Partnership

The Members intend to establish an entity that is subject to federal and state income taxation as a partnership. Unless the Members elect not to be treated as a partnership for federal income tax purposes, the federal income tax basis of a Member's Units and all other matters relating to the distributive share and taxation of items of income, gain, loss, deduction, depreciation, and credit will be as established by Code Subchapter K.

Section 2.02 Company Representative

The Company must designate a Member with a substantial presence in the United States to serve as the Company representative within the meaning of Code Section 6223 (*Company Representative*). The Company Representative must be a Member. The Company Representative has the sole authority to act on behalf of the Company in connection with Internal Revenue Service audits and adjustments. The Members shall promptly appoint a Member to serve as Company Representative in accordance with Code requirements.

(a) Obligations and Discretion as to Tax Matters

The Company Representative shall notify all of the Members upon receipt of any notice regarding any examination by any federal, state, or local authority about the Company's tax compliance. The Company Representative may:

determine whether to contest any proceedings, how to pursue any proceedings, and whether and on what terms to settle any dispute with the Internal Revenue Service;

select the forum for any tax disputes involving the Company; and

extend the statute of limitations for assessing tax deficiencies against the Members with respect to adjustments to the Company's federal, state, local, or foreign tax returns.

(b) Company Representative to Preserve Tax Classification

Unless the Members elect not to be treated as a partnership for federal income tax purposes, the Company Representative shall take all reasonable steps necessary to classify the Company as a partnership for tax purposes under the Code and Treasury Regulations. The Company Representative shall prepare and file any forms necessary or appropriate to classify the Company as a partnership for tax purposes under the laws of any jurisdiction in which the Company transacts business.

Any time after the date of this Agreement, if the Company has only one Member or for any other reason may not be taxed as a partnership, the Company Representative may classify the Company as a corporation, sole proprietorship, disregarded entity, or any other type of entity that the Company Representative determines to be most advantageous to the Company and the Member.

Section 2.03 Election under Code Section 6221(b)

The Company may elect for Code Section 6221(b) to apply for any taxable year that the Company meets the requirements to elect out of Company-level treatment under Code Section 6221(b). The election must be made with a timely filed return for that taxable year. The election must include

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the name and taxpayer identification number of each Member. The Company must notify each Member of the election in the manner prescribed by the Secretary of Treasury.

Section 2.04 Consistent Treatment

Each Member shall, on the Member's income tax return, treat each item of income, gain, loss, deduction, or credit attributable to the Company in a manner consistent with the treatment of the income, gain, loss, deduction, or credit on the Company income tax return.

Section 2.05 Adjustment in Future Tax Years

If any tax proceeding results in adjustment in the amount of any item of income, gain, loss, deduction, or credit of the Company—or any Member's distributive share thereof—for a prior year, the Company may take corrective action. If the Company elects to apply Code Section 6226 within 45 days from the date of the notice of final partnership adjustment, the Company may issue the statement described in Code Section 6226(a)(2) to the Internal Revenue Service and to each Member that held an interest in the year in question. The statement must describe the Member's share of any adjustment to income, gain, loss, deduction, or credit (as determined in the notice of final partnership adjustment issued by the Internal Revenue Service). Upon receipt of the statement, each Member must take the adjustments described on the statement into account as provided in Code Section 6226(b).

Alternatively, the Company may require each Member that held an interest in the Company during the prior year to file an amended tax return reporting the Member's distributive share of the tax adjustments and to pay any taxes resulting from the adjustments in accordance with Code Section 6225(c). Each Member must submit the amended returns and pay all related taxes not later than 270 days from the date on which the notice of a proposed partnership adjustment is mailed to the Company.

This Section and the Member's obligations under Section 2.04 survive the Company's termination, dissolution, liquidation, and winding up and the Member's withdrawal from the Company or transfer of its Units.

Section 2.06 Legal and Accounting Costs for Tax Matters

The Company shall pay all legal and accounting costs associated with any Internal Revenue Service proceeding regarding the Company's tax returns.

ARTICLE THREE
MEMBERS' UNITS

Section 3.01 Members' Interests in the Company

The Members' interests in the Company are represented by issued and outstanding Units. The Company may issue certificates to the Members representing the Units held by each Member.

Section 3.02 Schedule of Members

The Company shall maintain a schedule of all Members and the amount and series of Units held by them (*Schedule of Members*). The Company shall update the Schedule of Members upon the issuance or transfer of any Units to any new or existing Member. The Schedule of Members as of the execution of this Agreement is attached as Schedule A.

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Section 3.03 Adjustment for *Non Pro Rata* Contributions and Distributions

Units will be adjusted from time to time to account for *non pro rata* additional Capital Contributions by the Members. If *non pro rata* Capital Contributions are made, the adjustment to each Member's Units will be determined by dividing the Capital Account of each Member by the aggregate of the then existing Capital Accounts, after adjusting the Members' Capital Accounts as provided in Article Five. The Company may adjust each Member's Units or issue new Units as necessary to reflect the adjustment.

Section 3.04 Admitting New Members

Subject to the requirements of Article Twelve, Additional Members may be admitted when the Company issues new Units or a Member transfers its Units. Upon compliance with Article Twelve, a person will be admitted as an Additional Member, listed as such on the Company's books, and issued the Units. The Company shall adjust the Capital Accounts of the Members as necessary under Article Five.

The Company may adopt and revise rules, conventions, and procedures as the Company determines appropriate regarding the admission of Additional Members to reflect the Units at the end of the calendar year in accordance with the Members' intentions.

Section 3.05 Transferability of Units

The transferability of each Member's Units is restricted by Article Twelve.

ARTICLE FOUR
CAPITALIZATION

Section 4.01 Initial Capital Contributions

As their initial Capital Contributions to the Company, the Members have contributed all of their right, title, and interest in and to the property described on the Schedule of Members. The Members agree that the property described on the Schedule of Members has the Fair Market Value (net of liabilities assumed or taken subject to or by the Company) listed opposite the described property.

Section 4.02 Mandatory Additional Capital Contributions Prohibited

The Company has no authority to require additional Capital Contributions.

ARTICLE FIVE
CAPITAL ACCOUNTS

Section 5.01 Establishing and Maintaining Capital Accounts

A Capital Account will be established for each Member and will be maintained at all times during the Company's existence in compliance with the Code and Treasury Regulations. Each Member's Capital Account will be created with an initial credit equal to the Fair Market Value of the property contributed by the Member in exchange for the Member's interest in the amount described on the Schedule of Members. Each Capital Account will be maintained according to the following provisions.

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(a) Credits to Member's Units

Each Member's Units will be credited with the Fair Market Value of the Member's Capital Contribution, the Member's distributive share of profits, and the amount of any Company liabilities that are assumed by the Member.

(b) Debits to Member's Units

Each Member's Capital Account will be debited the amount of cash and the Fair Market Value of any property distributed to the Member under this Agreement, the Member's share of losses, and the amount of any liabilities of the Member that are secured by any property contributed by the Member to the Company.

(c) Assumption of Liability

As provided in Treasury Regulation Section 1.704-1(b)(2)(iv)(c): Any unsecured liability the Company assumes will be treated as a distribution of money to the Member, and the Company shall adjust the Member's Capital Account accordingly. Any unsecured liability of the Company a Member assumes will be treated as a cash Capital Contribution to the Company. The amount of any liability assumed under this provision will be determined according to Code Section 752(c).

(d) Non-Cash Distribution Adjustments

If noncash assets are distributed to a Member, the Company shall adjust the Capital Accounts of the Members to reflect the hypothetical book gain or loss that would have been realized by the Company if the distributed assets had been sold at Fair Market Value in a cash sale.

(e) Adjusting the Fair Market Value on Transfer of Units

If an existing or new Member acquires Units from the Company, the Company shall adjust the Capital Accounts of the Members to reflect Fair Market Value of all properties held by the Company.

Section 5.02 Adjustment for Company's Constructive Termination

If the Company is constructively terminated under Code Section 708, the Company shall adjust the Members' Capital Accounts to reflect Fair Market Value of all properties held by the Company as required by Treasury Regulation Section 1.704-1(b)(2)(iv)(b).

Section 5.03 Revaluation Adjustment

The Company shall adjust the Members' Capital Accounts to reflect any revaluation of Company property (including intangible assets such as goodwill) under this Section.

(a) Adjustment Based on Fair Market Value

Any revaluation adjustment to a Member's Capital Account is based on the Fair Market Value of Company property on the date of the adjustment (taking into account Code Section 7701(g)).

(b) Adjustment for Unrealized Items

The Company shall adjust the Members' Capital Accounts to reflect the manner in which any unrealized income, gain, loss, or deduction inherent in the Company's property (to the extent that it has not been previously reflected in the Members' Capital Accounts) would be allocated among all the Members if there were a taxable disposition of this property for Fair Market Value on the adjustment date.

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(c) Events Triggering Revaluation Adjustment

Without limiting the events that trigger the application of this Section, this Section will be triggered by the Company's liquidation, an in-kind distribution Company property, a Capital Contribution (other than a *de minimis* amount) as consideration for Units, or a distribution (other than a *de minimis* amount) by the Company to a retiring or continuing Member as consideration for Units.

Section 5.04 Negative Capital Accounts

If the Company or a Member's Units are liquidated, no Member will be required to restore a deficit in his or her Capital Account.

Section 5.05 Assignment of Capital Account

Except as otherwise required by the Code or Treasury Regulations, if any Units are assigned or treated as having been assigned under this Agreement, the Assignee will be treated as having made all of the Capital Contributions and as having received all of the distributions of the Assignor. The Assignee will succeed to the Capital Account of the Assignor to the extent that it relates to the assigned Units.

ARTICLE SIX
ALLOCATIONS

Section 6.01 Pro Rata Allocations

After making the allocations set forth in Section 6.02, net profits and net losses for any Taxable Year will be allocated to the Members in proportion to their Units.

Section 6.02 Special and Regulatory Allocations

The Company shall make the following special and regulatory allocations.

(a) Losses

No losses will be allocated to a Member under Section 6.01 that would cause the Member to have an Adjusted Capital Account Deficit at the end of any fiscal year. Any losses not allocated to a Member due to this limitation must be specially allocated to the Members with positive Capital Account balances in proportion to their respective Capital Account balances until all such Capital Account balances have been reduced to zero, and any remainder will be allocated to the Members in proportion to their respective Units.

(b) Allocations Related to Contributed Property

For any property contributed to the capital of the Company, the Company shall allocate income, gain, loss, and deductions among the Members under Code Section 704(c) to account for any variation between the adjusted basis of the property to the Company for federal income tax purposes and its Fair Market Value on the date of the Capital Contribution. If the Company adjusts the Fair Market Value of any Company asset, then in making subsequent allocations of income, gain, loss, and deductions regarding that asset, the Company shall account for any variation between the adjusted basis of the asset for federal income tax purposes and the asset's Fair Market Value in the same manner provided under Code Section 704(c).

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SEP 01 2023

(c) Member Non-Recourse Deduction Allocations

The Company shall allocate all Member Non-Recourse Deductions for each Taxable Year to the Member or Members who bear the economic risk of loss regarding the Member Non-Recourse Debt to which any Member Non-Recourse Deductions are attributable. The ratio reflects the Member's economic risk of loss and complies with Treasury Regulation Section 1.704-2(i)(1).

(d) Company Minimum-Gain Chargeback

If the Company Minimum Gain has a net decrease during any Company Taxable Year, the Company shall allocate items of Company income and gain for the year (and, if necessary, for any subsequent years) in proportion to the respective amounts required to be allocated to each Member under Treasury Regulation Section 1.704-2(f) and (g). This provision is intended to comply with the minimum-gain chargeback requirement of Treasury Regulation Section 1.704-2.

To the extent permitted by Treasury Regulation Section 1.704-2 and for purposes of this provision only, the Company shall determine any deficit in each Member's Capital Account before any other allocations under this Article with regard to the Taxable Year and without regard to any net decrease in Member Minimum Gain during the Taxable Year.

(e) Member Minimum-Gain Chargeback

If the Member Minimum Gain has a net decrease attributable to Member Non-Recourse Debt during a Taxable Year after the Company computes and accounts for Company Minimum-Gain Chargeback above, the Company shall allocate items of income and gain for that year (and, if necessary, for any subsequent years) to any Member who has a share of the Member Minimum Gain attributable to that Member's Non-Recourse Debt at the beginning of the year. The amount and proportions of the allocations must satisfy Treasury Regulation Section 1.704-2(i).

(f) Qualified Income Offset

If any Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5), or (6), the Company shall allocate items of Company income and gain to the Member to eliminate any deficit in the affected Members' Capital Accounts to the extent required by Treasury Regulations as quickly as possible. The Company shall make an allocation under this provision only to the extent that an affected Member would have a remaining Capital Account deficit after all other allocations under this Article have been computed.

This provision is intended to comply with the qualified income offset requirement of Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(3).

(g) Gross Income Allocation to Restore Capital Account Deficit

If any Member has a Capital Account deficit at the end of any Company Taxable Year that exceeds the sum of the amount the Member is obligated to restore under this Agreement and the amount the Member is obligated to restore under the Treasury Regulations, then the Company shall allocate items of Company income and gain in the amount of the excess as quickly as is practicable. The Company shall make an allocation under this provision only to the extent that an affected Member would have a remaining Capital Account deficit after all other allocations under this Article have been computed.

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(h) Allocation from Disposition of Property Not Revalued

If properties of the Company are not revalued under Treasury Regulation Section 1.704-1(b)(2)(iv)(f) and the Capital Accounts of the Members are not adjusted accordingly upon the admission of a Member or the liquidation of Units, the Company shall allocate gain or loss recognized upon the sale or other disposition of Company property among the Members. This allocation must take into account the variation between the adjusted basis of the property and the property's Fair Market Value on the date the Member was admitted or the Units were liquidated, as the case may be, under Code Section 704(c).

(i) Allocation Related to Adjustments in Tax Basis

If Code Section 734(b) or 743(b) requires an adjustment to the adjusted tax basis of any Company asset, Treasury Regulation Section 1.704-1(b)(2)(iv)(m) must be taken into account in determining the Capital Accounts. The amount of the adjustment to the Capital Accounts must be treated as an item of gain (if the adjustment increases the asset's basis) or loss (if the adjustment decreases the asset's basis). The Company shall allocate this gain or loss to the Members consistent with Treasury Regulation Section 1.704-1.

(j) Allocation Related to Capital-Event Adjustments

If the gross Book Value of any asset of the Company is increased or decreased for special events, the Company shall allocate gain or loss as required for Capital Account purposes. The Company shall take into account any difference between the asset's adjusted basis for federal income tax purposes and the asset's gross Book Value for any later allocations of income, gain, loss, or deductions regarding any adjusted asset.

(k) Allocation Consistent with Distributions

The Company shall allocate net profits and net losses in a manner consistent with:

the requirements for distributions of cash described elsewhere in this Agreement;

the requirements for distribution of assets upon its dissolution and winding up in accordance with Capital Account balances as specified in the procedures described below; and

the requirements of applicable Regulations under Code Section 704(b).

(l) Allocations to Comply with Regulations and Intentions of Members

The allocations of net income, gains, net losses, and deductions set forth in this Agreement are intended to comply with Treasury Regulation Section 1.704-1(b), Treasury Regulation Section 1.704-1(b)(4)(iv), and Treasury Regulation Section 1.704-2, and are intended to have *substantial economic effect* within the meaning of those Regulations.

The allocations could be inconsistent with the Members' intentions. Accordingly, the Members are authorized to allocate net profits, net losses, and other economic items among the Members to prevent the allocations from distorting the manner in which distributions are intended to be divided among the Members under this Article. In general, the Members anticipate that these allocations will be accomplished by specially allocating other net profits, net losses, and items of income, gain, loss, and deductions among the Members so that the net amount of the allocations and any special allocations to the Member is zero. If, for any reason, the Members determine that the allocation provisions of this Agreement are unlikely to be recognized for federal income tax purposes, the Members may amend this Agreement's

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allocation provisions to the minimum extent necessary to give effect to the plan of allocations and distributions in this Agreement.

Section 6.03 Determining Net Profits and Net Losses

For purposes of this Article, the terms *net profits* and *net losses* mean the amount of the Company's taxable income or loss for any year or period, determined under Code Section 703(a). All items of income, gain, loss, or deduction required to be stated separately under Section 703(a)(1) will be included in taxable income or loss.

Any items that are specially allocated under this Article will not be taken into account in computing net profits and net losses.

Section 6.04 Allocation of Gain and Loss on Liquidation

Upon liquidation of the Company, the Company shall allocate the Company's estimated net loss for the year and any loss realized by the Company on liquidation, including any book adjustment loss, and its estimated net gain for the year and any gain realized upon liquidation, including any book adjustment gain, under Article Five and Article Six

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ARTICLE SEVEN
DISTRIBUTIONS

Section 7.01 Distributions to Members

Subject to Section 7.02, the Members may determine the amounts and timing of distributions to the Members. Distributions will be made on a *pro rata* basis in accordance with the Members' Units.

Section 7.02 No Unlawful Distributions

Despite any provision to the contrary in this Agreement, the Company must not make any distribution that would violate any contract or agreement to which the Company is then a party or any law, rule, regulation, order or directive of any Governmental Authority then applicable to the Company.

ARTICLE EIGHT
COMPANY MANAGEMENT

Section 8.01 Management by Members

The Company is managed by the Members. The Members may take all actions necessary, useful, or appropriate for the ordinary management and conduct of the Company's business. The Members have the exclusive authority to manage the Company's operations and affairs, subject in all cases to Applicable Law.

Section 8.02 Member's Agency Authority

Each Member has the right and the authority to bind the Company in contracts and other dealings with Third Parties in the ordinary course of the Company's business. No Member has the right or

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authority to bind the Company with respect to any other matter without a vote of the Members in accordance with Section 10.02. Except with the vote of the other Members in accordance with Section 10.02, no Member may make any representation about the Company that is likely to have a material impact on the Company's business or reputation.

Section 8.03 Member's Fiduciary Duties

This Agreement does not create or impose any fiduciary duty on any Member. Each of the Members and the Company waive all fiduciary duties that, absent this waiver, may be implied by Applicable Law. The provisions of this Agreement that restrict the Member's duties and liabilities replace any duties and liabilities otherwise existing at law or in equity. The Members and the Company acknowledge and agree that each Member's duties to each other and to the Company are only as expressly set forth in this Agreement.

ARTICLE NINE
MEMBER RIGHTS AND OBLIGATIONS

Section 9.01 Limited Liability of Members

Except as required by Applicable Law, a Member's status as a Member does not obligate the Member for any debt, obligation, or liability of the Company or of other Members whether arising in contract, tort, or otherwise.

Section 9.02 Power of Members

The Members have the power to exercise all rights or powers granted to Members under the express terms of this Agreement and the Act.

Section 9.03 Restrictions on Withdrawal or Dissociation Rights

As long as a Member continues to hold any Units, the Member does not have the ability to withdraw, dissociate, or resign as a Member or receive a return of any Capital Contributions before the Company's dissolution and winding up under this Agreement and Applicable Law. A Member does not dissociate, withdraw, or otherwise cease to be a Member because of the Member's bankruptcy or because of any event specified in the Act.

Section 9.04 Company Continues after a Member's Death

A Member's death will not cause the Company to dissolve. If a Member dies, the remaining Member or Members will continue the Company and its business.

Section 9.05 No Partition Rights

Title to the Company's assets is vested solely in the Company and not owned by any Member. Each Member, individually and on behalf of the Member's successors and assigns, expressly waives any right to have any Company property partitioned.

Section 9.06 Member Expulsion

The Company may not expel a Member under any circumstances.

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ARTICLE TEN
MEMBER MEETINGS AND NOTICE

Section 10.01 Member Meetings

The Members may designate when and where they meet. Meetings of the Members are not required. For any meeting of the Members, a quorum requires the presence of Members holding at least two-thirds of the Units entitled to vote at the meeting. Any time the Members are conducting business at a meeting of the Members, a quorum of the Members must be present.

Section 10.02 Voting Rights

Each Member has the right to vote the holder's proportionate Units in the Company regarding all matters that have a right to vote under this Agreement or by Applicable Law.

> Example: A Member that holds 35.5% of all of the Units entitled to vote on a matter will have a 35.5% Voting Interest in the Company and will have 35.5 votes out of 100 votes that may be cast on that matter.

Unless provided otherwise by this Agreement or Applicable Law, any action of the Members requires a Majority Vote of the Members in favor of the action.

Section 10.03 Action by Written Consent

Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if the action is taken by all the Members entitled to vote on the action.

Section 10.04 Presence

Any Member may participate in any meeting using any means of communication by which all Members participating may simultaneously hear each other during the meeting. Any Member participating in this way is considered present in person at the meeting.

ARTICLE ELEVEN
BOOKS, RECORDS, AND BANK ACCOUNTS

Section 11.01 Books and Records

The Company shall keep books of account regarding the operation of the Company at the principal office of the Company or at any other place the Company determines.

Section 11.02 Accounting and Taxable Year

The Company shall keep books of account consistent with any method authorized or required by the Code and as determined by the Members. The Company shall close and balance the books at the end of each Taxable Year. The Members may choose any period authorized or required by the Code for the Company's Taxable Year.

Section 11.03 Reports

Within a reasonable time after each Taxable Year ends, the Company shall provide the information required to prepare and file individual tax returns to all Members. The Company shall prepare these financial statements at the Company's expense.

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Section 11.04 Member Inspection Rights

Upon reasonable notice from each Member, the Company shall—and shall cause its officers, and employees to—provide reasonable access to each Member to Company Information during normal business hours. *Company Information* is the information accessible to the Member by exercising the inspection right to examine and copy the corporate, financial, and similar records, reports, and documents of the Company, including all books and records, minutes of proceedings, internal management documents, operations reports, reports of adverse developments, management correspondence, and communications with the Member.

ARTICLE TWELVE
TRANSFER OF UNITS

Section 12.01 Transferability of Units

No Member may transfer any Units either voluntarily or involuntarily by any means without the unanimous written consent of the Members.

. Any attempted transfer of Units or the admission of an Additional Member in violation of this Section and Section 12.05 is null and void *ab initio*.

Section 12.02 Restriction to Preserve Code Section 6221(b) Election

Despite the foregoing or anything else in this Agreement, the Company may not approve—and each Member agrees that it will not directly or indirectly make—any transfer or addition of an Additional Member that would cause the Company to fail to meet the requirements for eligibility to elect out of partnership-level tax treatment under Code Section 6221(b). Under these requirements, each of the Members of the Company must be an individual, a C corporation, any foreign entity that would be treated as a C corporation were it domestic, an S corporation, or an estate of a deceased Member. The Company must not be required to furnish more than 100 statements under Code Section 6031(b) with respect to its Members.

Section 12.03 Transferee Treated as an Assignee until Admitted as an Additional Member

The transferee of Units will hold the interest only as an Assignee until the transferee satisfies all the requirements of Section 12.05 to become an Additional Member. As an Assignee, the transferee will have only those rights in Section 12.04.

Section 12.04 Assignee's Rights, Limitations, and Obligations

An Assignee may receive distributions from the Company to the same extent that the transferring Member would receive distributions under this Agreement, but otherwise has substantially fewer rights than a Member. An Assignee only holds a right to receive economic benefits when actually distributed by the Company in respect to the assigned Units.

Regardless of whether an Assignee is admitted as a Member, an Assignee is subject to all of the obligations of a Member.

Section 12.05 Requirements to Become an Additional Member

An Assignee or other prospective Additional Member will not become an Additional Member and will not have any rights as a Member without the unanimous written consent of all Members. The

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prospective Additional Member must sign all agreements and instruments requested by the Company. Any attempt to admit a Member that violates this Article will be null and void *ab initio*.

ARTICLE THIRTEEN
DISSOLUTION AND LIQUIDATION

Section 13.01 Dissolution Events

The Company may only be dissolved by the Members, subject to any special vote required by the Operating Agreement or by a court. After dissolution, the Company may only conduct activities necessary to wind up its affairs.

Section 13.02 Liquidation

After dissolution, the Company will pay outstanding debts, set up any reserves required for anticipated future expenses, and distribute any remaining assets to the Members in proportion to their positive Capital Account balances.

Section 13.03 Company Property Sole Source

Company property is the sole source for the payment of any debts or liabilities owed by the Company. Any return of Capital Contributions or liquidation amounts to the Members will be satisfied only to the extent that the Company has adequate assets. If the Company does not have adequate assets to return the Capital Contributions, the Members will not have any recourse against the Company or any other Members, except to the extent that other Members may have outstanding debts or obligations owing to the Company.

ARTICLE FOURTEEN
EXCULPATION AND INDEMNIFICATION

Section 14.01 Exculpation of Protected Persons

No Protected Person is liable to the Company or any other Protected Person for any loss, damage, or claim incurred because of any action taken or not taken by the Protected Person in good-faith reliance on the provisions of this Agreement.

Section 14.02 Indemnification of Protected Persons

The Company shall indemnify, hold harmless, defend, pay, and reimburse any Protected Person against all losses, claims, damages, judgments, fines, or liabilities, including reasonable legal fees or other expenses incurred in their investigation or defense, that arise in connection with any actual or alleged act, omission, or forbearance performed or omitted on behalf of the Company or any Member in connection with the Company's business.

Section 14.03 Unprotected Acts

The exculpation and indemnification provisions of this Article are only effective if the action or omission is not an Unprotected Act and do not protect any Member from a court order to purchase the Units of another Member who successfully contends that the Member committed actionable, oppressive acts against the other Member.

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Section 14.04 Other Rights

The exculpation and indemnification provisions of this Article are not exclusive of any other rights to which a Protected Person may be entitled under any other instrument or by reason of any other action or otherwise.

ARTICLE FIFTEEN
GENERAL MATTERS

Section 15.01 Expenses

Except as otherwise expressly provided in this Agreement, the Company must pay all expenses (including fees and disbursements of counsel, financial advisors, and accountants) incurred in preparing and executing this Agreement, making any amendment or waiver to it, and completing the transactions contemplated by it.

Section 15.02 Binding Effect

Subject to the restrictions on transfer in this Agreement, this Agreement binds and inures to the benefit of the Members and to their respective successors, personal representatives, heirs, and assigns.

Section 15.03 Further Assurances

In connection with this Agreement and the transactions contemplated by it, the Company and each Member agree to provide further assurances if requested by the Company or any other Member. These further assurances include signing and delivering any additional documents, instruments, conveyances, and other assurances or taking any further actions necessary to carry out the provisions of or transactions contemplated by this Agreement.

Section 15.04 No Waiver

Any Member's failure to insist upon strict performance of any provision or obligation of this Agreement for any period is not a waiver of that Member's right to demand strict compliance in the future. An express or implied consent to or waiver of any breach or default in the performance of any obligations under this Agreement is not a consent to or waiver of any other breach or default in the performance of the same or of any other obligation.

Section 15.05 Governing Law

This Agreement is governed, construed, and administered according to the laws of Idaho, as from time to time amended, and any applicable federal law. No effect is given to any choice-of-law or conflict-of-law provision or rule (whether of the State of Idaho or any other jurisdiction) that would cause the application of the law of any jurisdiction other than those of the State of Idaho.

Section 15.06 Attorneys' Fees

If any party to this Agreement institutes any legal cause of action—including arbitration—against another party arising out of or relating to this Agreement, the prevailing party will be entitled to the costs incurred in conducting the cause of action, including reasonable attorneys' fees and expenses and court costs.

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Section 15.07 Remedies Cumulative

Except to the extent this Agreement expressly provides otherwise, the rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law, in equity, or otherwise.

Section 15.08 Notices

All notices provided for in this Agreement must be in writing, duly signed by the party giving the notice, and must be delivered, telecopied, or mailed by registered or certified mail, as follows:

if given to the Company, to the Company's principal place of business; or

if given to any Member, to the Member's address as reflected in the Company's books or at any other address the Member may later designate in writing.

Section 15.09 Severability

The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of this Agreement are to be construed as if the invalid provision had never been included in this Agreement.

Section 15.10 Entire Agreement

This Agreement, together with the Articles of Organization, and all related Exhibits, Schedules, and other agreements specifically referred to in this Agreement, constitutes the sole and entire agreement of its parties with respect to the Agreement's subject matter. This Agreement supersedes all prior and contemporaneous understandings, agreements, representations, and warranties with respect to the subject matter. As between or among the parties, oral statements or prior written material not specifically incorporated in this Agreement have no force or effect. The parties specifically acknowledge that, in entering into and executing this Agreement, each is relying solely upon the representations and agreements contained in this Agreement and no others.

Section 15.11 Amendments

No provision of this Agreement may be amended or modified except by a written instrument executed by all of the Members. Despite the foregoing, amendments to the Schedule of Members after any new issuance, redemption, repurchase, or transfer of Units in accordance with this Agreement may be made by the Company without the consent of or execution by the Members.

Section 15.12 Multiple Originals; Validity of Copies

This Agreement may be signed in any number of counterparts, each of which will be deemed an original. Any person may rely on a copy of this Agreement that any Member certifies to be a true copy to the same effect as if it were an original.

Section 15.13 Determination of Fair Market Value

The *Fair Market Value* of any asset is the purchase price that a willing buyer having reasonable knowledge of relevant facts would pay a willing seller for that asset in an arm's length transaction on any date, without time constraints and without being under any compulsion to buy or sell. Fair Market Value is a good-faith determination made by the Company based on factors the Company, in its reasonable business judgment, considers relevant.

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ARTICLE SIXTEEN
DEFINITIONS AND INTERPRETATION

Section 16.01 Definitions

For purposes of this Agreement, the following terms have the following meanings.

(a) Act

Act means the Idaho Uniform Limited Liability Company Act, as amended from time to time.

(b) Additional Member

Additional Member means any person not previously a Member who acquires Units and is admitted as a Member.

(c) Adjusted Capital Account Deficit

Adjusted Capital Account Deficit means the negative balance in a Member's Capital Account at the end of a Taxable Year after:

increasing the Capital Account by the amount, if any, of such negative balance the Member is obligated to restore under this Agreement and the amount of such negative balance the Member is deemed to be obligated to restore under Treasury Regulations sections 1.704-2(g)(1) and 1.704-2(i)(5); and

reducing the Capital Account with the items described in Treasury Regulations sections 1.704-1(b)(2)(ii)(d)(4), (5), and (6).

(d) Agreement

Agreement means this Operating Agreement, as amended from time to time.

(e) Applicable Law

Applicable Law means the Act, the Code, the Securities Act, all pertinent provisions of any agreements with any Governmental Authority and all pertinent provisions of any Governmental Authority's:

constitutions, treaties, statutes, laws, common law, rules, regulations, decrees, ordinances, codes, proclamations, declarations, or orders;

consents or approvals; and

orders, decisions, advisory opinions, interpretative opinions, injunctions, judgments, awards, and decrees.

(f) Articles of Organization

Articles of Organization means the Articles of Organization filed with the Idaho Secretary of State as required by the Act, or any other similar instrument required to be filed by the laws of any other state in which the Company intends to conduct business.

(g) Assignee

Assignee means the recipient of Units by assignment.

(h) Book Value

With respect to any Company property, *Book Value* means the Company's adjusted basis for federal income tax purposes, adjusted from time to time to reflect the adjustments required or permitted by Treasury Regulation Section 1.704-1(b)(2)(iv)(d)-(g). The Book Value of each Company asset must be adjusted as of the date of this Agreement under Treasury Regulation

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Section 1.704-1(b)(2)(iv)(f) in a manner determined by the Company so that the aggregate Book Value of the Company's assets (net of the Company's liabilities) as of this date is equal to the aggregate Capital Account balances of the Members as of this date.

(i) Capital Account

Capital Account means the account established and maintained for each Member under Section 5.01 and under Treasury Regulation Section 1.704-1(b)(2)(iv), as amended from time to time.

(j) Capital Contribution

Capital Contribution means the total cash and other consideration contributed and agreed to be contributed to the Company by each Member. Each initial *Capital Contribution* is shown in the Schedule A, attached and incorporated into this Agreement. Additional *Capital Contribution* means the total cash and other consideration contributed to the Company by each Member (including any Additional Member) other than the initial Capital Contribution. Any reference in this Agreement to the Capital Contribution of a current Member includes any Capital Contribution previously made by any prior Member regarding that Member's Units. The value of a Member's Capital Contribution is the amount of cash plus the Fair Market Value of other property contributed to the Company.

(k) Code

References to the *Code* or to its provisions are to the Internal Revenue Code of 1986, as amended from time to time, and any corresponding Treasury Regulations. References to the *Treasury Regulations* are to the Treasury Regulations under the Code in effect. If a particular provision of the Code is renumbered or a subsequent federal tax law supersedes the Code, any reference is to the renumbered provision or to the corresponding provision of the subsequent law, unless the result would be clearly contrary to the Members' intent as expressed in this Agreement. The same rule applies to Treasury Regulations references.

(l) Company

Company means 3270 N. Rapid Creek LLC, an Idaho limited liability company.

(m) Company Minimum Gain

Company Minimum Gain means the minimum amount of gain that would be realized by the Company if the Company disposed of all Company property subject to the liabilities in full satisfaction of those liabilities, computed under Treasury Regulation Section 1.704-2(b) and (d).

(n) Company Representative

Company Representative is defined in Section 2.02.

(o) Fair Market Value

Fair Market Value is defined in Section 15.13.

(p) Governmental Authority

Governmental Authority means any local, state, federal, or foreign government or its political subdivision; any agency or instrumentality of a government or its political subdivision; or any self-regulated organization or other nongovernmental regulatory authority or quasi-Governmental Authority whose rules, regulations, or orders have the force of law. Governmental Authority also means any arbitrator, court, or tribunal of competent jurisdiction.

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(q) Majority Vote

Majority Vote means a ratio of more than 50 votes out of every 100 votes that may be cast will determine the matter subject to the vote.

(r) Member

Member means any person designated in this Agreement as a Member or any person who becomes a Member under this Agreement.

(s) Member Minimum Gain

Regarding a Member Non-Recourse Debt, *Member Minimum Gain* means the least amount of gain that the Company would realize if the Company disposed of the encumbered Company property in full satisfaction of the encumbrance.

(t) Member Non-Recourse Debt and Member Non-Recourse Deductions

Member Non-Recourse Debt means nonrecourse Company debt for which one or more Members bear economic risk of loss as defined in Treasury Regulation Section 1.704-2(b)(4).

Member Non-Recourse Deductions means for each Taxable Year, the Company deductions that are attributable to Member Non-Recourse Debt and are characterized as Member Non-Recourse Deductions under Treasury Regulation Section 1.704-2(b).

(u) Protected Person

Protected Person means:

each Member;

each Member's employees or agents; and

each of the Company's employees, and agents.

(v) Qualified Appraiser and Qualified Appraisal

A *Qualified Appraiser* means an appraiser who is a member of the American Society of Appraisers, Business Valuations Division, and accredited to perform business appraisals or valuations by this organization; or, alternatively, a certified public accountant accredited in business valuation by the American Institute of Certified Public Accountants. A *Qualified Appraisal* means any appraisal performed by a Qualified Appraiser.

(w) Securities Act

Securities Act refers to the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations under it that are in effect at the time.

(x) Taxable Year

Taxable Year means the calendar year or any other accounting period selected by the Members. Taxable Year is synonymous with fiscal year for all purposes of this Agreement.

(y) Units

Units means the ownership interest and rights of a Member in the Company, including the Member's right to a distributive share of the profits and losses, the distributions, and the property of the Company and the right to consent or approve Company actions. All Units are subject to the restrictions on transfer imposed by this Agreement. Each Member's Units are personal property and no Member will acquire any interest in any of the assets of the Company. Units may be adjusted from time to time under Article Three.

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(z) Unprotected Act

Unprotected Act means any act, omission, or forbearance by a Protected Person that:

is not in good faith or is not in a manner believed by the Protected Person to be in, or not opposed to, the Company's best interests;

with respect to any criminal proceeding, the Protected Person would have reasonable cause to believe was unlawful; or

constitutes fraud or willful misconduct.

Section 16.02 Interpretation

The following general provisions and rules of construction apply to this Agreement.

(a) Singular and Plural; Gender

Unless the context requires otherwise, words denoting the singular may be construed as plural and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within the context. The word *or*, when used in a list of more than two items, may function as both a conjunction and a disjunction as the context requires or permits.

(b) Headings of Articles, Sections, and Subsections

The headings of Articles, Sections, and Subsections used within this Agreement are included solely for the reader's convenience and reference. They have no significance in the interpretation or construction of this Agreement.

(c) Include, Includes, and Including

In this Agreement, the words *include, includes*, and *including* mean include without limitation, includes without limitation, and including without limitation, respectively. *Include, includes,* and *including* are words of illustration and enlargement, not words of limitation or exclusivity.

(d) Words of Obligation and Discretion

Unless otherwise specifically provided in this Agreement or by the context in which used, the word *shall* is used to impose a duty, to command, to direct, or to require. Terms such as *may, is authorized to, is permitted to, is allowed to, has the right to*, or any variation or other words of discretion are used to allow, to permit, or to provide the discretion to choose what should be done in a particular situation, without any other requirement. Unless the decision of another party is expressly required by this Agreement, words of permission give the decision-maker the sole and absolute discretion to make the decision required in the context.

(e) No Presumption against Drafting Party

This Agreement is to be construed without giving force to any presumption or rule requiring construction or interpretation against the drafting party. No party may claim that an ambiguity in this Agreement should be construed against any other party or that there was any coercion, duress (economic or otherwise), negligent misrepresentation, or fraud (including fraud in the inducement) affecting the validity or enforcement of this Agreement.

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Signed:

MEMBERS:

Kevin Spraker

Date 1-10-23

Jeffrey Spraker

Date: 10 JAN 2023

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SCHEDULE A
SCHEDULE OF MEMBERS

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Member	Initial Capital Contribution	Ownership
Kevin Spraker	The SE1/4NE1/4 of Section 34, Township 7 South, Range 36 East Boise Meridian, BANNOCK COUNTY, IDAHO, and the SW1/4NW1/4 of Section 35, Township 7 South, Range 36 East Boise Meridian, BANNOCK COUNTY, IDAHO, lying West of Highway 91-191: EXCEPTING THEREFROM: That portion of the SE1/4NE1/4, Section 34 and the SW1/4NW1/4 Section 35, all in Township 7 South, Range 36 East, Boise Meridian, BANNOCK COUNTY, IDAHO, described as follows: Beginning at the North 1/16th corner of the East line of said Section 34; thence Westerly along the North 1/16th line of said Section, 62.5 feet to the Southwesterly right of way line of Highway 91-191, the TRUE POINT OF BEGINNING; thence Southeasterly along said Southwesterly right of way line 800 feet; thence Westerly parallel to the North 1/16th line of said Section 35 and 34, a distance of 575 feet, more or less, to intersect the Northeasterly right of way line of the Union Pacific Railroad, thence Northwesterly along said right of way line, 785 feet, more or less, to intersect the North 1/16th line of said Section 34; thence Easterly along said North 1/16th line, 510 feet, more or less, to THE TRUE POINT OF BEGINNING, including garage and barn. ALSO: The NW1/4SW1/4 lying West of Highway 91-191, in Section 35, Township 7 South, Range 36 East, Boise Meridian, BANNOCK COUNTY, IDAHO: EXCEPTING THEREFROM: Part of the Southwest 1/4 of Section 35, Township 7 South, Range 36 East, B.M., BANNOCK COUNTY, IDAHO, described as: Beginning at a point that is North 00°02'00" West 1323.82 feet along the Section line to the South 1/16th Corner on the West line of said Section from the Southwest Corner of said Section 35 and running thence North 00°02'00" West 501.00 feet along the Section line; thence North 89°58'06" East 714.56 feet to the Westerly right-of-way of Highway 30 (U.S.P.W. Project No. NRH 15-A(1935) point being on a curve; thence Southerly 448.56 feet along said curve to the right Curve Data: Delta 9°05'51", Radius = 2825.00 feet; Chord Bearing South 13°11'27" East 448.09 feet to the P.T. of said curve being station (PT 791 + 82.8); thence South 08°38'31" East 97.40 feet along said Westerly right of way to a point of curve station (P.C. 792 + 80.2); thence Southerly 158.59 feet along a curve to the left on said Westerly right-of-way, Curve Data: Delta = 6°10'16", Radius = 1472.50 feet, Chord Bearing South 11°43'39" East 158.52 feet to the North line of Deed Instrument No. 94012776; thence along said Deed the following 4 courses (1) North 73°01'01" West 326.85 feet; (2) thence North 18°33'42" West 73.34 feet: (3) thence North 86°11'46" West 149.94 feet; (4) thence North 88°16'00" West 378.00 feet to the POINT OF BEGINNING. PARCEL Is subject to a 100 foot railroad right-of-way through the property, 50 feet East side of the main track. valued at $150,000	1/2 Units

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Jeffrey Spraker	The SE1/4NE1/4 of Section 34, Township 7 South, Range 36 East Boise Meridian, BANNOCK COUNTY, IDAHO, and the SW1/4NW1/4 of Section 35, Township 7 South, Range 36 East Boise Meridian, BANNOCK COUNTY, IDAHO, lying West of Highway 91-191: EXCEPTING THEREFROM: That portion of the SE1/4NE1/4, Section 34 and the SW1/4NW1/4 Section 35, all in Township 7 South, Range 36 East, Boise Meridian, BANNOCK COUNTY, IDAHO, described as follows: Beginning at the North 1/16th corner of the East line of said Section 34; thence Westerly along the North 1/16th line of said Section, 62.5 feet to the Southwesterly right of way line of Highway 91-191, the TRUE POINT OF BEGINNING; thence Southeasterly along said Southwesterly right of way line 800 feet; thence Westerly parallel to the North 1/16th line of said Section 35 and 34, a distance of 575 feet, more or less, to intersect the Northeasterly right of way line of the Union Pacific Railroad, thence Northwesterly along said right of way line, 785 feet, more or less, to intersect the North 1/16th line of said Section 34; thence Easterly along said North 1/16th line, 510 feet, more or less, to THE TRUE POINT OF BEGINNING, including garage and barn. ALSO: The NW1/4SW1/4 lying West of Highway 91-191, in Section 35, Township 7 South, Range 36 East, Boise Meridian, BANNOCK COUNTY, IDAHO: EXCEPTING THEREFROM: Part of the Southwest 1/4 of Section 35, Township 7 South, Range 36 East, B.M., BANNOCK COUNTY, IDAHO, described as: Beginning at a point that is North 00°02′00" West 1323.82 feet along the Section line to the South 1/16th Corner on the West line of said Section from the Southwest Corner of said Section 35 and running thence North 00°02′00" West 501.00 feet along the Section line; thence North 89°58′06" East 714.56 feet to the Westerly right-of-way of Highway 30 (U.S.P.W. Project No. NRH 15-A(1935) point being on a curve; thence Southerly 448.56 feet along said curve to the right Curve Data: Delta 9°05′51", Radius = 2825.00 feet; Chord Bearing South 13°11′27" East 448.09 feet to the P.T. of said curve being station (PT 791 + 82.8); thence South 08°38′31" East 97.40 feet along said Westerly right of way to a point of curve station (P.C. 792 + 80.2); thence Southerly 158.59 feet along a curve to the left on said Westerly right-of-way, Curve Data: Delta = 6°10′16", Radius = 1472.50 feet, Chord Bearing South 11°43′39" East 158.52 feet to the North line of Deed Instrument No. 94012776; thence along said Deed the following 4 courses (1) North 73°01′01" West 326.85 feet; (2) thence North 18°33′42" West 73.34 feet: (3) thence North 86°11′46" West 149.94 feet; (4) thence North 88°16′00" West 378.00 feet to the POINT OF BEGINNING. PARCEL Is subject to a 100 foot railroad right-of-way through the property, 50 feet East side of the main track. valued at $150,000	1/2 Units

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IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little **Director Mathew Weaver**

September 01, 2023

3270 N RAPID CREEK LLC
2374 S 1520 W
SYRACUSE UT 84075-8603

Re: Change in Water Right Ownership: 29-7729 (Split into 29-7729 and ***29-14516***)

Dear Water Right Holder(s):

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

Your portion of each water right(s) has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original water right.

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

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

If you have any questions concerning the enclosed information, please contact me at (208) 287-4942.

Sincerely,

Jean Hersley
Technical Records Specialist 2

Enclosure(s)

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