

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

AUG 23 2023

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP
Department of Water Resources
Eastern Region

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?
21-7432	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name:

Dale B Harmon

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

Wilding Well, L.L.C.

New owner(s) as listed on the conveyance document

Name connector

☐ and ☐ or

645 West 25th Street

Idaho Falls

ID

83404

Mailing address

City

State

Zip

208-589-5998

mattb@musgrovepa.com

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: _____

6. Do you own the land identified as the water right place of use? Yes
- ☐
- No
- ☐

- o 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):
o \$25 per *undivided* water right.
o \$100 per *split* water right.
o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature:

Signature of new owner/claimant

Matthew Newell Bradley

Print name

Owner Representative

Title, if applicable

8-23-2023

Date

- Signature:

Signature of new owner/claimant

Nancy Cannon Bradley

Print name

Property Owner

Title, if applicable

8-23-2023

Date

Received by JB

Date

8/23/2023

Receipt No.

E049444

Receipt Amt.

\$225 -

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

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

INSTRUCTIONS FOR FILING A NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

This form has been prepared to assist all claimants and owners of water rights to comply with the requirements of Idaho Code §§ 42-248 and 42-1409(6). All persons owning or claiming ownership of a water right or claim are required to provide notice to the Department of Water Resources (IDWR) of any change in ownership of any part of the water right or claim or of any change in the owner's mailing address within 120 days of the change. Forms to report ownership changes and/or to update an address are available on IDWR's website at www.idwr.idaho.gov/forms/water-rights.html. In addition, all new owners of water rights within a pending general adjudication area must inquire whether a notice of claim has been filed and, if not, shall file a notice of claim if necessary.

A notice is required for changes in ownership from one individual to another, from an individual to a business entity (even if the business is owned by the individual), or from one business entity to another (even if both businesses are owned by the same individual). Adding or removing a name is considered an ownership change which requires the submission of evidence to support the change and the filing fee.

Separate brochures describing the adjudication of water rights and the ownership change notice requirement are available from IDWR. Please contact your nearest IDWR office if you would like more information or need help completing this form. A list of IDWR offices is on page 2 of these instructions, or you can call 1-800-451-4129. Water right information can be found on the IDWR's website using the [Water Right and Adjudication Search](#).

Please note:

- Unlike licensed or decreed water rights, which are real property, water right permits, applications for new water rights, and applications to transfer existing water rights are considered the personal property of the permit holders/applicants. Permit holders and applicants must assign their interest in a permit and/or application to the new owner. Assignment forms are available on the IDWR's website at www.idwr.idaho.gov/forms/water-rights.html, or from any IDWR office. The fee for an Assignment of Permit is \$25. There is no charge for an Assignment of Application for Permit or Application for Transfer.
- If you want to change or add a point of diversion, place of use, season of use, or purpose of use of a water right, you must file an Application for Transfer. The ownership of a water right can also be updated through the transfer process.
- The combined portions of a divided ("split") water right cannot exceed the total flow rate, volume, or period of use of the original right.
- IDWR has no jurisdiction concerning easements, rights-of-way, and zoning matters. The buyer and seller must make these provisions where necessary.
- Any action by IDWR updating the ownership of a water right in IDWR's records is not a determination of water right ownership. Water right ownership disputes arising from a notice of change in water right ownership must be resolved in a water rights adjudication or in an action to quiet title.

LINE INSTRUCTIONS:

1. If there are water rights associated with the property, the seller should be able to provide you with the water right or adjudication claim number(s). You may have purchased only a portion of the water right(s) held by the seller. If so, the water right(s) held by the seller may need to be divided ("split") to provide you your share of each right. Mark the box "Yes" if a division of the water right is required.

If you receive water from a municipal provider, an irrigation district or other water delivery organization, and the water rights are held by the organization, please do not use this form to record a change. Please contact the water delivery organization to determine if any action is necessary.

If you or the seller believes there are water rights for the property but you do not know the numbers, you may contact IDWR for assistance in identifying the water rights for the property in question. If adjudication claims for the rights are required and have not been filed, IDWR will so advise you.
2. Fill in the name of the current water right holder/claimant.
3. Fill in each name as listed on the conveyance document and complete the current contact information. For water rights, IDWR will update the ownership to the individual(s)/entities listed on the conveyance document. For active adjudication claims, IDWR will update the claimant information to match the conveyance document unless the new claimant provides good cause for the variance.
4. You may have acquired only a portion of the water right(s) held by the seller. If you did not acquire the entire water right/property, please check the appropriate box. Water rights are often conveyed as an appurtenance to the land where they are used, and the conveyance document for the land often does not have specific language regarding the water right. Please read your deed or other conveyance document carefully to be sure. When the conveyance document does not specifically address water rights, it will be assumed that the water rights are to be split proportionate to the amount of land acquired.

5. Indicate the date the water rights and/or adjudication claims were conveyed to you. This may be the date of closing in the case of a real estate transaction, the date a contract was signed, or the date of a court order.
6. If you own the land identified as the water right place of use, mark the box "Yes". If you do not own the land identified as the water right place of use, mark the box "No". If you are filing a change in water right ownership and you do not own the land identified as the place of use for the water right, Idaho Code § 42-248(6) requires you to provide written notice of the change in water ownership to the landowner of record, as identified in the records of the county recorder. If you have provided the required written notice, attach evidence that you have done so. IDWR will return your Notice of Change in Water Right Ownership if you are required to provide written notice to the water right place of use landowner and no evidence is submitted.
7. **REQUIRED ITEMS:**

IDWR cannot process this change without **documentation of ownership**. The documentation may be in the form of a deed, court decree or other conveyance document. If you are submitting a quitclaim deed and the grantor's name does not match the water right holder of record, you will need to provide a chain of title that goes back to the water right holder/claimant of record. You may obtain this information from the assessor's office in the county where the property is located. Items that are **not** conveyance documents are deeds of trust, mortgages, purchase and sales agreements, and property tax notices.

Submit a **plat map, survey map, or aerial photograph** of the place of use for each water right or claim listed in item #1 (if necessary to clarify division of water rights or complex property descriptions). If your right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent aerial photograph with the irrigated acres outlined and point(s) of diversion clearly marked. You also have the option of printing a map using the [map tool](#) on IDWR's website. It is not necessary to obtain a new survey for purposes of this form before contacting IDWR.

The Idaho Legislature has waived the fee to file a Notice of Change in Water Right Ownership for any water right pending in a general water right adjudication such as the Snake River Basin Adjudication or the Northern Idaho Adjudication. This waiver ends when a partial decree is issued for the water right that has been claimed. For water rights not pending in a general adjudication, the **filing fee** is \$25 per water right, except for those water rights that will be divided as a result of the change in ownership. The filing fee for division of a water right is \$100 per water right.

If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. If you are unsure about the status of your water right in the Water Supply Bank, go to the [Water Supply Bank Lease Search](#), input your water right number, and click "Search.". Water rights with multiple owners must specify a designated lessor, using a completed [Lessor Designation](#) form. Each of the owners must sign the Lessor Designation form. Payment of revenue generated from any rental of a leased water right requires a completed [IRS Form W-9](#) for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s). If your water right is in the Water Supply Bank and you want to release it so you can use it, complete and submit the [Request to Release](#) form. Your water right may not be available for immediate release if rented by another water user.

8. One of the new owner(s) must sign the form in the space(s) provided. If someone other than the owner signs the notice, evidence of authority to sign for the owner must be attached. If the new owner is a corporation or other organization, the person signing the notice must be an officer of the corporation or otherwise have authority to sign for the organization and must include their title with the signature.

When you have completed the Notice of Change in Water Right Ownership, retain a copy and **file the original form, necessary attachments, and filing fee with the IDWR office nearest you. Ownership changes for water rights leased to the Water Supply Bank should be sent to the State Office.**

IDWR Northern Region
7600 N Mineral Dr, Ste 100
Coeur d'Alene, ID 83815-7763
(208) 762-2800

IDWR State Office
322 E Front St, Ste 648
PO Box 83720
Boise, ID 83720-0098
(208) 287-4800

IDWR Eastern Region
900 N Skyline Dr, Ste A
Idaho Falls, ID 83402-1718
(208) 525-7161

IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082
(208) 334-2190

IDWR Southern Region
650 Addison Ave W, Ste 500
Twin Falls, ID 83301-5858
(208) 736-3033

Microfilm No. 415340
21 Aug 1990
At 3:31 PM

29-16849-V
AMERICAN LAND TITLE CO.
P. O. BOX 732
REXBURG, IDAHO 83440

RECORDED
FEE \$ 6 Deputy

Recorded At Request of

PERSONAL REPRESENTATIVE'S DEED

FOR VALUE RECEIVED, the undersigned, as Personal Representative of the estate of Vera Wilding, deceased, the grantor, does hereby grant, bargain, sell and convey unto BRUCE N. BRADLEY and NANCY C. BRADLEY, husband and wife, of 11603 South 10th East, Idaho Falls, Idaho 83404, grantees, the following described premises, in Fremont County, State of Idaho, to-wit:

Cabin, lot and community well in Island Park, Idaho, more particularly described as Lot 11, of the Wilding Summer Homesite in Section 16, Township 13 North, Range 43 East Boise Meridian, as per the recorded plat thereof in Fremont County, Idaho. Subject to the restrictive covenants appearing of record as Instrument No. 323486, recorded July 13, 1971, and the easements, reservations, restrictions and dedications, if any, as the same appear on the recorded plat.

TO HAVE AND TO HOLD the same, together with the hereditaments and appurtenances unto the said grantees, their successors and assigns forever. The grantor does hereby represent that she is the duly appointed Personal Representative of the estate of Vera Wilding, deceased, in the Magistrate's Division of the District Court of the Seventh Judicial District of the State of Idaho, in and for Fremont County, Case No. 3354, and makes this conveyance by virtue of the authority and power granted her by the Uniform Probate Code of the State of Idaho, and grantor covenants to and with the grantees that the said estate is the owner in fee simple of said land, and that said land is free from encumbrances.

Dated this 16 day of August, 1990.

(Cheri)
Cheri Marie McMillan ^{rec} Dick
Cheri McMillan, as Personal
Representative of the estate of
Vera Wilding, deceased.

597290
Microfilm No. 13 Day DEC 20 22
At 9:53 O'Clock AM
ABBIE MACE
FREMONT CO RECORDER
Fee \$ 15- 21 Deputy e
Recorded at Request of
Holden, Kidwell,
Hahn + Crapo

**PERSONAL REPRESENTATIVE'S
DEED OF DISTRIBUTION**

THIS INDENTURE is made this 9 day of December, 2022, between Nancy C. Bradley, Personal Representative of the Estate of Bruce N. Bradley, the "Grantor", and Nancy C. Bradley, a single woman, whose mailing address is 11603 S. 10th E., Idaho Falls, Idaho, 83404, the "Grantee".

WHEREAS, Grantor is the duly appointed and acting personal representative of the Estate of Bruce N. Bradley, Case No. CV-2017-6820, deceased; and

WHEREAS, Grantee is entitled to receive distribution of the Estate's interest in the property hereafter described in this deed under the terms of the Last Will and Testament of the decedent and pursuant to the provisions of the Idaho Uniform Probate Code;

NOW, THEREFORE, WITNESSETH, that the Grantor, for a valuable consideration, and for the purpose of distributing certain real property from the Estate of Bruce N. Bradley, deceased, does by these presents hereby distribute, grant, bargain, sell, convey, and confirm unto the Grantee, and to the Grantee's heirs and assigns forever, all of the Estate's interest in that certain parcel of land, situate, lying, and being in Fremont County, State of Idaho, and more particularly described as follows:

See Attached Exhibit "A"

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof;

SUBJECT to all existing easements or claims of easements, patent reservations, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes, and other matters which would be disclosed by an accurate survey or inspection of the premises.

TO HAVE AND TO HOLD, the premises and the appurtenances unto the Grantee, and to Grantee's heirs and assigns forever.

Filed July 13, 1971
 At 11:16 a.m.
 Ross C. Jenkins, Fremont
 County Recorder
Edna R. Burns
 Deputy for 1/00

RESTRICTIVE COVENANTS
 WILDING SUMMER HOME SITE

1. No commercial enterprise, profit or non-profit, shall be permitted to be carried out on the premises.
2. All trailers and houses are required to be provided with septic tanks, cesspools, and drainfields which will conform to standards established by the State of Idaho. No outside toilets shall be allowed on the premises.
3. Lots may not be subdivided into smaller units or lots.
4. All building standards shall conform to those established by the United States Forest Service relating to summer homes in the National Forest.
5. No stabling of horses or livestock requiring close confinement shall be allowed on the premises.
6. Garbage or rubbish shall not be allowed to accumulate on the premises, and shall be removed promptly so as not to create an unsightly or unsanitary condition.
7. Buildings must be new structures when placed on premises and shall be at least eight (8) feet from property lines.
8. No metal roofs shall be allowed unless painted.
9. Shooting of firearms is prohibited on the premises and adjacent roadways.
10. Water assessment of \$25.00 per annum for each house or trailer, shall be payable upon execution of purchase contract and piping of water to lot corner, and thereafter shall be payable on or before June 1st of each year to George Wilding, or his assigns. The piped water shall only be used for culinary purposes and may not be used for watering lawns and shrubs.
11. Water wells may not be dug or maintained on the premises.

Should the Buyers violate any of the foregoing, the Sellers, their successors or assigns, or the owners of any adjoining lots shall, in addition to all remedies provided by law, have the right of entry and abatement without liability for damages.

George Wilding
Vera Wilding

STATE OF IDAHO)
) SS
 County of Madison)

On this 13 day of July, 1971, before me, the undersigned, a Notary Public for Idaho, personally appeared George Wilding and Vera Wilding, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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



W.B. Kennedy
 Notary Public for Idaho
 Residing at Rexburg, Idaho
 Commission expires: 2/13/74

EXHIBIT "A"**Tract 1:**

Cabin lot and community well in Island Park, Idaho, more particularly described as Lot 11, of the Wilding Summer Homesite in Section 16, Township 13 North, Range 43 East Boise Meridian, as per the recorded plat thereof in Fremont County, Idaho. Subject to the restrictive covenants appearing of record as Instrument No. 323486, recorded July 13, 1971, and the easements, reservations, restrictions and dedications, if any, as the same appear on the recorded plat.

Tract 2:

The E ½ of Lot 9, Wilding Summer Home Sites, in Section 16, Township 13 North, Range 43 East, Boise Meridian, Fremont County, Idaho.

OPERATING AGREEMENT

of

Wilding Well, L.L.C.

May 10, 2023

ARTICLE 1 OFFICES AND DURATION

- 1.1 Principal Office.** The principal office of Wilding Well, L.L.C. (Company) in the State of Idaho shall be located at 645 West 25th St Idaho Falls, Idaho 83402.
- 1.2 Registered Office.** The registered office of the Company, required by the Idaho Limited Liability Company Act to be maintained in the State of Idaho may, but need not be, identical with the Principal Office in the State of Idaho. The address of the initial registered office of the Company is 645 West 25th St Idaho Falls, Idaho 83402 and the initial registered agent at such address is Mathew Newell Bradley. The registered office and the registered agent may be changed from time to time by action of the Members and by filing the prescribed form with the Idaho Secretary of State.
- 1.3 Purpose.** The sole purpose of the Company is to manage the community water system located at 3815 Moccasin Rd, Island Park 83429.
- 1.3.1 Well description and Address.** The building that houses the well is located at 3815 Moccasin Rd, Island Park ID. It is contained in 20 square feet of that building with a pressure tank building attached to a separate cabin on said address, located in the northwest corner of that building. It serves water to the following addresses:
- | | |
|----|------------------|
| 1 | 3800 Totem |
| 2 | 3801 Totem |
| 3 | 3802 Totem |
| 4 | 3803 Totem |
| 5 | 3805 Totem |
| 6 | 3807 Totem |
| 7 | 3809 Totem |
| 8 | 3810 Totem |
| 9 | 3811 Totem |
| 10 | 3812 Totem |
| 11 | 3804 Moccasin Rd |
| 12 | 3806 Moccasin Rd |
| 13 | 3811 Moccasin Rd |
| 14 | 3812 Moccasin Rd |
| 15 | 3814 Moccasin Rd |
| 16 | 3815 Moccasin Rd |
- 1.4 Duration.** The Company shall commence immediately upon the signing of this agreement and shall continue for until terminated by operation of law or by agreement between the parties

or reenacted after such primary term for such additional periods as is mutually determined by the Members. The Company shall also be terminated upon the closing of the sale of each property, and disbursement of the funds associated with that sale to the Members.

ARTICLE 2. MEETINGS

- 2.1. Annual Meeting.** The annual meeting of the Members shall be held on or around the second Tuesday in the month of January in each year, beginning with the year 2023 at the hour of 7:00 p.m., for the purpose of transacting such business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding day.
- 2.2. Regular Meetings.** The Members may by resolution prescribe the time and place for the holding of regular meetings and may provide that the adoption of such resolution shall constitute notice of such regular meetings. If the Members do not prescribe the time and place for the holding of regular meetings, such regular meetings shall be held at the time and place specified in the notice of each such regular meeting.
- 2.3. Special Meetings.** Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Managing Member or by any two Members.
- 2.4. Notice of Meeting.** Written, electronic or telephonic notice stating the place, day and hour of the meeting and, in case of a special meeting, the purposes for which the meeting is called, shall be delivered not less than three (3) days before the date of the meeting, either personally or by mail, by or at the direction of the Managing Member, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his address as it appears on the books of the Company, with postage thereon prepaid. When all the Members of the Company are present at any meeting, or if those not present sign in writing a waiver of notice of such meeting, or subsequently ratify all the proceedings thereof, the transactions of such meeting are as valid as if a meeting were formally called and notice had been given.
- 2.5. Quorum.** At any meeting of the Members, a majority of the equity interests, as determined from the capital contribution of each Member as reflected by the books of the Company, represented in person or by proxy, shall constitute a quorum at a meeting of Members. If less than said majority of the equity interests are represented at a meeting, no meeting will be held.
- 2.6. Proxies.** At all meetings of Members, a Member may vote by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Operating Manager of the Company before or at the time of the meeting. No proxy shall be valid after three months from date of execution, unless otherwise provided in the proxy.
- 2.7. Manner of Acting.**

2.7.1. Formal Action by Members. Ordinarily, the act of a majority of the Members present at a meeting at which a quorum is present shall be the act of the Members. Upon demand of any Member, voting on a particular issue may be in accordance with percentage of equity ownership in the Company.

2.7.2. Procedure. The Managing Member of the Company shall preside at meetings of the Members, may move or second any item of business but shall not vote upon any matter when there is an even number of Members present and the Members are evenly divided as to an issue. A record shall be maintained of the meetings of the members. The Members may adopt their own rules of procedure which shall not be inconsistent with this Operating Agreement.

2.7.3. Presumption of Assent. A Member of the Company who is present at a meeting of the Members at which action on any matter is taken shall be presumed to have assented to the action taken, unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by certified mail to the secretary of the meeting immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Member who voted in favor of such action.

2.7.4. Informal Action of Members. Unless otherwise provided by law, any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Member entitled to vote with respect to the subject matter thereof.

Order of Business. The order of business at all meetings of the Members shall be as follows:

2.7.5. Roll call.

2.7.6. Proof of notice of meeting or waiver of notice.

2.7.7. Reading of minutes of preceding meeting.

2.7.8. Report of the operating manager.

2.7.9. Reports of committees.

2.7.10. Unfinished business.

2.7.11. New business.

2.8. Telephonic Meeting. Members of the Company may participate in any meeting of the Members by means of conference telephone or similar communication if all persons participating in such meeting can hear one another for the entire discussion of the matter(s) to be voted upon. Participating in a meeting pursuant to this Section shall constitute presence in person at such meeting.

ARTICLE 3. FISCAL MATTERS

- 3.1. **Fiscal Year.** The fiscal year of the Company shall begin on the first day of January and end on the last day of December each year, unless otherwise determined by resolution of the Members.
- 3.2. **Deposits.** All funds of the Company shall be deposited from time to time to the credit of the Company in such banks, trust companies or other depositories as the Members may select.
- 3.3. **Checks, Drafts, Etc.** All checks, drafts or other orders for the payment of money, and all notes or other evidences of indebtedness issued in the name of the Company shall be signed by the Managing Member. Checks in amounts greater than \$5,000 shall be signed by the Managing Member and one other Member.
- 3.4. **Loans.** No loans shall be contracted on behalf of the Company or no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Members. Such authority may be general or confined to specific instances. All Members will sign on loan documents and be responsible for repayment according to each Member's equity interest in the Company.
- 3.5. **Contracts.** The Members may authorize by resolution any Member or agent of the Company, in addition to the Managing Member, to enter into any contract or execute any instrument in the name of and on behalf of the Company, and such authority may be general or confined to specific instances.
- 3.6. **Accountant.** Any Accountant may be selected from time to time by the Members to perform such tax and accounting services as may, from time to time be required. The accountant may be removed by the Members without assigning any cause.
- 3.7. **Legal Counsel.** One or more Attorney(s) at Law may be selected from time to time by the Members to review the legal affairs of the Company and to perform such other services as may be required and to report to the Members with respect thereto. The Legal Counsel may be removed by the Members without assigning any cause.

ARTICLE 4. OWNERSHIP AND OWNERSHIP TRANSFER

- 4.1. **Initial Contributions.** The initial Members shall make Capital Contributions to the Company in the amount set forth in attached and incorporated Exhibit "A."
- 4.2. **Subsequent Contributions.** No Member shall be obligated to make any Capital Contributions to the Company other than those set forth on Exhibit "A."
- 4.3. **Return of Capital Contributions.** Except as expressly provided herein, no Member shall be entitled to the return of any part of his, her or its Capital Contributions or to be paid interest in respect of either his, her or its Capital Account or Capital Contributions, until the Company is dissolved through sale of all real properties, or his/hers/its equity interest is transferred as described in Section 4.6.

- 4.4. Loans by Members.** Any Member may, but is not obligated to, loan to the Company such sums as the Members determine to be appropriate for the conduct of the Company's business. Any such loans shall be made at an interest rate and upon other terms and for such maturities as the Members determine are commercially reasonable.
- 4.5. No Certificates of Ownership.** The respective Interests of the Members in the Company are not required to be represented by any certificate or document other than this Agreement.
- 4.6. Transfers of Shares.** Any Member may propose a transfer or assignment of his/her/its equity, only after one year of operation, and once per year thereafter. The proposing Member shall first notify the Company, in writing, of all the details and consideration for the proposed transfer or assignment. The Company, for the benefit of the remaining Members, shall have the first right to acquire the equity. The Member proposing the transfer would at that time receive his/her/its share of profits or other compensation by way of income and the return of original contributions.
- 4.6.1.** If the Company declines to elect such option, the remaining Members desiring to participate may proportionately (or in such proportions as the remaining Members may agree) purchase such interest under the same terms and conditions first proposed by the withdrawing Member.
- 4.6.2.** If the transfer or assignment is made as originally proposed and the other Members fail to approve the transfer or assignment by unanimous written consent, the transferee or assignee shall have no right to participate in the management of the business and affairs of the Company or to become a Member. The transferee or assignee shall only be entitled to receive the share of the profit or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

ARTICLE 5. BOOKS AND RECORDS

- 5.1. Books and Records.** The books and records of the Company shall be kept at the principal office of the company or at such other places, within or without the State of Idaho as the Members shall from time to time determine.
- 5.2. Right of Inspection.** Any Member of record shall have the right to examine, at any reasonable time or times for all purposes, the books and records of account, minutes and records of Members and to make copies thereof. Such inspection may be made by any agent or attorney of the Member. No less often than quarterly, the Managing Member shall deliver to all Members the Company's most recent financial statements, showing in reasonable detail its assets and liabilities and the results of its operations.
- 5.3. Financial Records.** All financial records shall be maintained and reported based on generally acceptable accounting practices.

ARTICLE 6. DISTRIBUTION OF PROFITS, RESPONSIBILITIES FOR SHORTFALLS, AND DISSOLUTION OF THE COMPANY

- 6.1. Distribution of Profits.** Profits, including net monthly lease income, as well as gains, deductions, and credits for each fiscal year of the Company shall be allocated in accordance with the Members' respective Sharing Ratios. The Members may from time to time unanimously declare, and the Company may distribute, accumulated profits agreed not necessary for the cash needs of the Company's business. Unless otherwise provided, retained profits shall be deemed an increase in capital contribution of the Company.
- 6.2. Responsibilities for Shortfalls.** If there is a shortfall in the monthly expenses owed due to vacancy or any other reason, Members will be responsible for contributing funds to make up that shortfall in accordance with their percent equity in the company.
- 6.3. Sale of Newell Ventures and Dissolution of the Company.** Upon unanimous resolution of the Members, all real property can be sold in its entirety. Upon sale and distribution of the proceeds according to equity interests of the Members, the Company dissolves. If there is not unanimous resolution, any Member can invoke Section 4.6 to transfer his/her/its equity.

ARTICLE 7. MANAGEMENT

- 7.1. Designation of Managing Member.** The Company may from time to time elect to designate one of its Members as Managing Member for the Company. Such person so designated shall have authority to execute all instruments in the name of the Company as required for the construction of the facility, except that all Members shall execute instruments of indebtedness which responsibility shall not be delegated to the Managing Member. The initial Managing Member is designated as 33.34% - Matthew Newell Bradley, 33.33% Nancy C Bradley, and 33.33% Wanda Jensen.
- 7.2. Governance by the Members.** The Members agree to have a contributory responsibility of time and effort to the Company. Company decisions and actions shall be decided by a majority in interest of the Members, at meetings regularly called with notice to all Members. For purposes of determining a "majority in interest," a Member's interest will be his interest in profits and losses as set forth in Article VI, and a majority will mean one hundred percent (100%) or more.
- 7.3. Management Duties and Restrictions.** Except as provided in subparagraph 7.1 of this Section, all Members shall have proportionate rights in the management of the Company. No Member shall, without the consent of the other Members, endorse any note or act as an accommodation party, or otherwise become surety for any person in any transaction involved in the Company. Without the consent of the Company, no Member shall on behalf of the Company, borrow or lend money, or make, deliver or accept any commercial paper, or execute any mortgage, security agreement, bond, or lease, or purchase or contract to purchase, or sell or contract to sell any property for or of the Company. No Member shall, except with the consent of the other Members, mortgage, grant a security interest in its share

in the Company or in the Company capital assets or property, or do any act detrimental to the best interests of the Company or which would make it impossible to carry on the ordinary purpose of the Company.

- 7.4. Other Officers.** The Company may, at the discretion of the Members, have additional Officers including, without limitation, one or more Vice-Managing Members, one or more Secretaries and one or more Treasurers. Officers need not be selected from among the Members. One person may hold two or more offices, except one person may not hold both the office of Managing Member and the office of Secretary. When the incumbent of an office is (as determined by the incumbent himself or by the Members) unable to perform the duties thereof, or when there is no incumbent of an office (both such situations referred to hereafter as the "absence" of the Officer), the duties of the office shall be performed by the person specified by the Members.
- 7.5. Election and Tenure.** The Officers of the Company shall be elected annually by the Members at the annual meeting. Each officer shall hold office from the date of his election until the next annual meeting and until his successor shall have been elected, unless he shall sooner resign or be removed.
- 7.6. Resignations and Removal.** Any Officer may resign at any time by giving written notice to the Managing Member or to all of the Members, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any Officer may be removed at any time by the Members with or without cause.
- 7.7. Vacancies.** A vacancy in any office may be filled for the unexpired portion of the term by the Members.
- 7.8. Salaries.** The salaries of the officers shall be fixed from time to time by the Members and no Officer shall be prevented from receiving such salary by reason of the fact that he is also a Member of the Company.

ARTICLE 8. MISCELLANEOUS

- 8.1. Notice.** Any notice required or permitted to be given pursuant to the provisions of the Statute, the Articles of Organization of the Company or this Operating Agreement, shall be effective as of the date personally delivered, or if sent by mail, on the date deposited with United States Postal Service, prepaid and addressed to the intended receiver at his last known address as shown in the records of the Company.
- 8.2. Waiver of Notice.** Whenever any notice is required to be given pursuant to the provisions of the State, the Articles of Organization of the Company or this Operating Agreement, a waiver thereof, in writing, signed by the persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.
- 8.3. Indemnification by Company.** The Company may indemnify any person who was or is a party defendant or is threatened to be made a party defendant to any threatened, pending or

completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Limited Liability Company) by reason of the fact that he is or was a Member of the Company, Officer, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action or proceeding, has no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

- 8.4. **Indemnification Funding.** The Company shall fund the indemnification obligations provided by Section 8.3 in such manner and to such extent as the Members may from time to time deem proper.
- 8.5. **Duality of Interest Transactions.** Members of this Company have a duty of undivided loyalty to this Company in all matters affecting this Company's interests.
- 8.6. **Anticipated Transactions.** Notwithstanding the provision of Section 8.5, it is anticipated that the Members and Officers will have other legal and financial relationships. Representatives of this Company, along with representatives of other entities, may from time to time, participate in the joint development of contracts and transactions designed to be fair and reasonable to each participant and to afford an aggregate benefit to all participants. Therefore, it is anticipated that this Company will desire to participate in such contracts and transactions and, after ordinary review for reasonableness, that the participation of the Company in such contracts and transactions may be authorized by the Members.
- 8.7. **Gender and Number.** Whenever the context requires, the gender of all words used herein shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural thereof.
- 8.8. **Articles and Other Headings.** The Articles and other headings contained in this Operating Agreement are for reference purposes only and shall not affect the meaning or interpretation.
- 8.9. **Reimbursement of Officers and Members.** Officers and Members shall receive reimbursement for expenses reasonably incurred in the performance of their duties.

ARTICLE 9. AMENDMENTS

- 9.1. **Amendments.** This Operating Agreement may be altered, amended, restated, or repealed and a new Operating Agreement may be adopted by unanimous resolution of all of the Members, after notice and opportunity for discussion of the proposed alteration, amendment, restatement, or repeal.

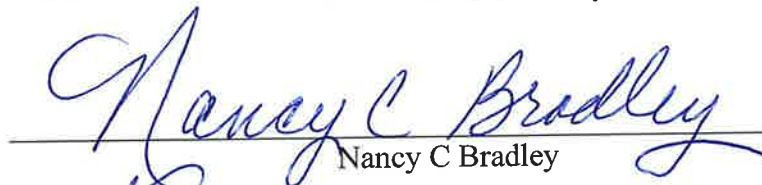
RATIFICATION

The undersigned, being all of Wilding **Well, L.L.C.**, a Limited Liability Company, hereby evidence their adoption and ratification of the foregoing Operating Agreement of the Company.

EXECUTED by each Member on the date indicated.

 Matthew N Bradley
Matthew Newell Bradley

Date: 8/23/2023

 Nancy C Bradley
Nancy C Bradley

Date: 8/23/2023

 Wanda Jensen
Wanda Jensen

Date: 8/23/2023

EXHIBIT A**Newell Ventures, LLC Membership**

Name and Address of Member	Capital Contribution	Percent Ownership of Company	Sharing Ratio
Matthew Newell Bradley 3513 Stonebrook Idaho Falls ID, 83404	33.33%	33.33%	33.34%
Nancy C Bradley 1066 N Payette River Road, Idaho Falls, ID 83401	33.33%	33.33%	33.34%
Wanda Jensen 3356 Chimney Peak, Idaho Falls, ID 83404	33.33%	33.33%	33.34%
Total	100%	100%	100%