

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 88670

OCT 13 2023

MINIMUM REQUIREMENTS CHECKLIST

RECEIVED

DEPT OF WATER RESOURCES
SOUTHERN REGION

TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

DEC 08 2023

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

Name of Applicant(s) OksTin Rea LLC Austin ReyaCheck whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.Yes N/A * Means the item is always required and must be included with the application.

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

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

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

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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

DEPT OF WATER RESOURCES
SOUTHERN REGION

Name of Applicant(s) Oks Tin Rea LLC Austin Rea Phone 208-420-5180
Mailing address 21234 Highway 30, Filer, ID 83328-5510 Email _____

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

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

☐ No Representative

Name of Representative Stan Haye, of Snake River Management Phone 208-731-9930
Mailing address 403 East Center Street Kimberly Idaho 83341 Email stan@sbandranch.net

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

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

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

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

OCT 13 2023

DEPT OF WATER RESOURCES
SOUTHERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

Name of Applicant(s) OksTin Rea LLC Austin Rea Phone 208-420-5184
Mailing address _____ Email _____

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

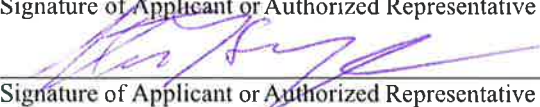
Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

- ☒ No Representative

Name of Representative Stan Hays Phone 208-731-9930
Mailing address 403 East Center Street Kimberly Idaho 83341 Email stan@sbandranch.net

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

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

Signature of Applicant or Authorized Representative	Print Name and Title if applicable	Date
	Stan Hays Snake River Management	9/27/23
Signature of Applicant or Authorized Representative	Print Name and Title if applicable	Date

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
2. Is this a transfer for changes pursuant to Idaho Code §42-221.O.8?
If yes, ☐ attach an explanation and any supporting documentation labeled as **Part1A.2**.
3. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part1A.3**.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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DEPT OF WATER RESOURCES
SOUTHERN REGION

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

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

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☐ ☒	47-8278	.1/12	Commercial	01/01 to 12/31	Ground Water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights .23 cfs and/or 27.7 acre-feet.

2. Total amount of water proposed to be transferred or changed 0.1 cubic feet per second and/or 12 acre-feet per year.

3. Point(s) of Diversion:

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

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
			SW	SW	10	10S	16E	Twin Falls	Ground Water	Existing Well

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

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

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
10S	16E	10											X						
Total Acres (for irrigation use)																			

AMENDED

88670

21 12/8/23

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1 Continued

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

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☐ ☐	47-8278	.2/27.7	COMMERCIAL	01/01 to 12/31	GROUND WATER
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 2 cfs and/or 27.7 acre-feet.

2. Total amount of water proposed to be transferred or changed 1 cubic feet per second and/or 12 acre-feet per year.

3. Point(s) of Diversion:

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

New ?	Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Source	Local name or tag #
										WELL

4. Place of use: (If irrigation, identify with number of acres irrigated per 1/4 1/4 tract.)

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

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
10S	16E	14															X		X
Total Acres (for irrigation use)																			

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

5. General Information:

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

A existing well is located and indicated by the map if necessary a flow meter is to be installed

- b. Who owns the property at the point(s) of diversion? Okstin Rea LLC

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?

If yes, ☐ attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien:

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

- d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank?

If yes, ☐ complete [Attachment WSB](#).

- e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:

NA

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

This was a Dairy used only for Commercial use land is now being developed

Place of use will be to an RV Park and Vendors

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

Yes No

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

If yes, describe:

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 47-8278

Current Owner: MOON VALLEY DEVELOPMENT LLC
Priority Date: 7/17/1991
Origin: Water Right
Status: Active
Basis: License

Source

Tributary

GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
COMMERCIAL	01/01 to 12/31	0.23 CFS	27.7 AF
STOCKWATER	01/01 to 12/31	0.23 CFS	27.7 AF
	<u>Total Diversion</u>	0.23 CFS	27.7 AF

Location of Point(s) of Diversion

GROUND WATER	SE1/4SW1/4SE1/4	Sec. 14,	Twp 10S,	Rge 16E B.M.
TWIN FALLS County				
GROUND WATER	SE1/4SW1/4SE1/4	Sec. 14,	Twp 10S,	Rge 16E B.M.
TWIN FALLS County				

Place of Use

COMMERCIAL Within TWIN FALLS County

T10S R16E S14 SWSE

STOCKWATER Within TWIN FALLS County

T10S R16E S14 SWSE

Conditions of Approval:

1. Commercial use is for a dairy.

Licensed Date: 2/4/2008

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 3

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

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

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

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

B. CHANGES IN NATURE OF USE (WaterBalance)

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

C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

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

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

NA

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments.

Received by DM Date 7-31-2023 Preliminary check by _____ Date _____

Fee paid \$200- Date 7-31-2023 Received by DM Receipt # 5039876

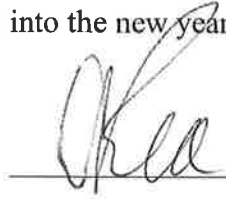
Add'l fee paid _____ Date _____ Received by _____ Receipt # _____

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

GENERAL POWER OF ATTORNEY:

I Austin Rea of Okstin Rea LLC: hereby give permission to Stan Haye of Snake River Management to Sign forms and make changes to said forms, for the application process during the duration of applying for a water right transfer.

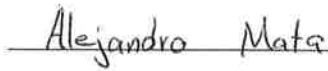
This water right transfer is through the Idaho Department of Water Resources and may extend into the new year.



Signature Austin Rea for Okstin Rea LLC

I _____ A Witness to the signature of Austin Rea

Have witness the signature and this witness and signee are of sound mind.



Printed Name Witness.

A copy to IDWR

CONTRACT FOR SALE OF WATER RIGHTS

THIS AGREEMENT is made and entered into this 27th day of September 2023

By and between MOON VALLEY DEVELOPMENT LLC INC., herein after referred as seller, Stan Haye of SNAKE RIVER MANAGEMENT, INC., hereinafter referred to as their Brokerage Agent," and Okstin Rea LLC herein after referred as Buyers.

RECITALS

- A. Seller owns water rights appurtenant to land or describe as follows SWSE Section 14 Township 10 South Range 16 East Twin Falls County

Water Right 47-8278 and desires to split 12 Acre Feet of the water right from degreed water rights to sell.

The water rights are presently appurtenant to the old classic dairy and were used as Stock Water and commercial rights, for milk production.

- B. Buyers own real property located in Twin Falls County; Idaho more particularly described as:

The SW SW ¼, Section 10, Township 10 South Range 16 East of the Boise Meridian, Twin Falls County Idaho

- C. The parties wish to agree upon terms and conditions whereby Sellers will sell to buyers, and buyers will purchase from Seller that portion of the Seller's water rights and make them Appurtenant to real property of the Buyer more particularly described above.

Nature of use of the water is for Commercial, such water rights are described as in (see exhibit A)

IT IS THEREFORE AGREED, in consideration of these recitals and promises and Covenants hereafter contained as follows.

1. Seller agrees to sell the water rights described in recital Exhibit A above for the total purchase price of
SIXTY THOUSAND DOLLARS (\$60,000.00)

2. The parties acknowledge that this agreement is contingent upon the approval of the Transfer of the water rights to the Buyers in accordance with this agreement.

The transfer will be deemed complete upon the full approval of the transfer by the Idaho Department of Water Resources and the lapse of any protest or appeal period Allowed by law or if any protest or appeal of the final approval is timely filed upon, the final resolution of the appeal or protest upholding the validity of the transfer.

3. Within forty- five (45) days of this execution of this agreement the parties shall execute an

application, with the department of water Resources and all other necessary documents.

To initiate transfer of the water rights from Seller to Buyers in accordance with this agreement.

The parties shall fully cooperate to perform all actions and matters necessary to insure the approval of the application, including making appearances at any hearing or conference that may be required.

All costs fees and expenses incurred in the filing and processing of the application for

Transfer shall be borne exclusively by Snake River Management. However, any unforeseen legal

Or hydrology costs that are incurred do to appeal or demands by The Idaho department of Water Resource to the transfer source property is the responsibility of the Buyer.

If final approval of the transfer by the Idaho department of water Resources has not been provided by the

1st Day of January 2026 all protests and appeals resolved or barred by lapse of time.

This Agreement shall be null and void.

4. Seller warrants to Buyers that:

(a) Seller has good title to the water rights and has the lawful authority to enter into this Agreement.

(b) The real property to which the water rights are now appurtenant is not encumbered by any mortgage, deed of trust or other lien, or that any mortgagee deed of

Trust beneficiary or other lien holder has consented in writing to the transfer of the Water rights free of their liens.

5. Buyer shall diligently pursue the application for the transfer of water rights in Order that the application will receive consideration in the quickest possible time.

6. Should either party be in default under this Agreement, the other party shall give

Notice by certified mail to the other of the nature of every claimed event of default at The address provided bellow.

If the default is not timely cured within (10) days of the receipt of the notice,

The party giving the notice may:

- (a) Pursue any other remedy to which that party may be entitled under the laws of the state of Idaho.

7. The day of closing shall be a regular business day not more than ten (10) days after the

Final approval of the water rights transfer applied for pursuant to this agreement by the

Idaho Department of Water Resource and the lapse of any time to file by lawful protest.

Or appeal, closing shall occur at the office of Title One Title Company Twin Falls office (Megan Clapp) Escrow officer.

Any costs at closing shall be paid by Snake River Management.

8. The parties acknowledge that the terms, conditions, and covenants of this agreement shall

Supersede any prior negotiations and agreements of the parties, that there is no other

Agreements not contained in this agreement and that this Agreement shall be the final

Expression of the agreement of the parties and shall control. No modifications of this

Agreement shall be valid unless in writing and executed by all parties hereto. No amendment

Or modification of this Agreement shall be effective unless it is made in writing.

Executed by all parties.

9. Seller has agreed to pay a commission to the Brokerage agent Stan Haye of Snake

River Management based on the sale price of the water rights. Due and payable upon the closing of this Agreement

Buyers are not obligated for the payment of any commission to Stan Haye, Snake River Management, Inc. without a separate written agreement to that effect.

10. The parties advised that they should seek the advice of legal counsel of their own choosing, prior to entering this agreement.

11. Buyer cannot assign their interest in this agreement to any third party

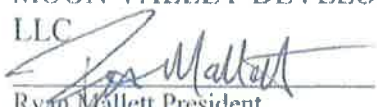
12. If default be made by either party hereto in keeping or performing any of the Convents, conditions or agreements conditions or agreements herin agreed to be kept by them, and the other party is required to employ an attorney to enforce any of the Convents, conditions or agreements herin contained, then and in such event, the party in Default agrees to pay, in addition to all other sumes herrin agreed to be paid by them a Reasonable attorneys fee together with any costs and disbursements that may be in cured in forcing this agreement.

13. The parties hereto acknowledge and agree that time is and shall be, the essence of Each, and every term and condition contained herein.

14. This agreement shall be binding upon and shall insure to the benifitof and be binding upon heirs, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have subscribed their names the day and year in this Agreement first above written.

SELLER
MOON VALLEY DEVELOPMENT
LLC


Ryan Mallett President

BUYERS
OKSTIN REA LLC.


Austin REA President

BROKERAGE AGENT
STAN HAYE
SNAKE RIVER MANAGEMENT, INC.


Stan Hays President

STATE OF IDAHO)
)SS.
County of Twin Falls)

On this 11th day of Oct., 2023, before me, a Notary Public, in and for said County and State, personally appeared Austin Rea President of Okstin Rea LLC. that known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledge to me that executed the same.

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

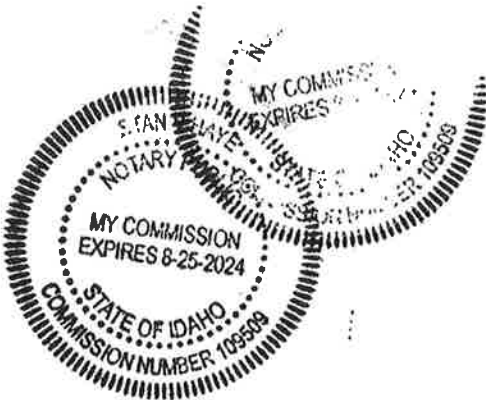


[Signature]
NOTARY PUBLIC FOR IDAHO
Residing at: TF County
My Commission expires: 8-25-2024

STATE OF IDAHO)
) SS.
County of Twin Falls)

On this 3rd day of Oct., 2023, before me, a Notary Public, in and for said County and State, personally appeared Ryan Mallett, Moon Valley Development LLC. known or identified to me to be the PRESIDENT of the corporation that executed the instrument. On behalf of said corporation and acknowledge to me that such corporation executed the same

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

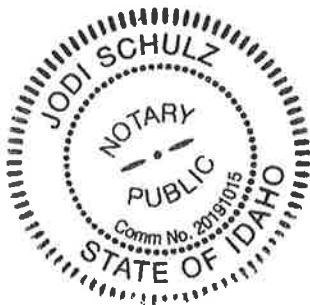


[Signature]
NOTARY PUBLIC FOR IDAHO
Residing at: TF County
My Commission expires: 8-25-2024

STATE OF IDAHO)
) SS.
County of Twin Falls)

On this 5 day of October, 2023, before me, a Notary Public, in and for said County and State, personally appeared STAN HAYE, known or identified to me to be the PRESIDENT of that corporation that executed the instrument. On behalf of said corporation and acknowledge to me that such corporation executed the same

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



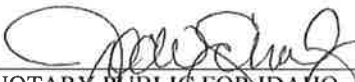

NOTARY PUBLIC FOR IDAHO
Residing at: TWIN FALLS, ID
My Commission expires: 05/10/25

EXHIBIT A

Legal Description: For Water right owned by Moon Valley Development Ranches Inc.

See Water Right # 47-8278 portions of land contained within the 40 acres SWSE¼, Section 14 and the Township 10 south range 16 east of the Boise Meridian, Twin Falls County Idaho.

EXHIBIT B

Legal Description: For New place of diversion and use owned by Okstin LLC

(See Map) New point of Diversion: portions of land contained within the SWSW ¼, Section 10, Township 10 South Range 16 East of the Boise Meridian, Twin Falls County Idaho



TWIN FALLS COUNTY
RECORDED FOR:
ALLIANCE TITLE - TWIN FALLS OF
03:45:03 PM 07-19-2021
2021017175
NO. PAGES 3 FEE: \$15.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: CT
Electronically Recorded by Simplifile

WARRANTY DEED

Alliance Title & Escrow, LLC Order No.:546720

FOR VALUE RECEIVED

Phoenix-Dairy, L.L.C, an Idaho Limited Liability Company also shown of record as Phoenix-Dairy, LLC

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Moon Valley Development, LLC, an Idaho Limited Liability Company

whose current address is

**2066 E. 400 S.
Hazelton, ID 83335**

the grantee(s), the following described premises, in Twin Falls County, Idaho, TO WIT:

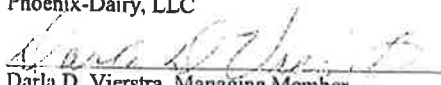
SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: July 13, 2021

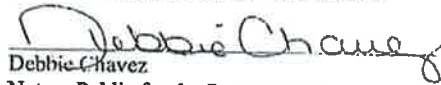
Phoenix-Dairy, LLC


Darla D. Vierstra, Managing Member

State of Idaho} ss
County of Twin Falls}

On this 19th day of July, 2021, before me, Debbie Chavez, a Notary Public in and for said state, personally appeared Darla D. Vierstra known or identified to me to be the Managing Member in the Limited Liability Company known as Phoenix-Dairy, LLC who executed the foregoing instrument in said LLC name.

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


Debbie Chavez

Notary Public for the State of Idaho
Residing at: Kimberly, ID
Commission Expires: 05-16-2023

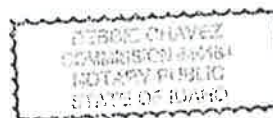


EXHIBIT "A"

546720

Parcel No. 1

Township 10 South, Range 16 East of the Boise Meridian, Twin Falls County, Idaho,
Section 14: A portion of the West half of the Southeast Quarter described as follows;

Commencing at the southeast corner of said section 14 that is marked by a railroad spike, from which the south quarter corner of said section 14 bears N89°20'22"W, a distance of 2631.02 feet,
Thence along the South Line of the Southeast Quarter of said Section 14 N89°20'22"W, a distance of 1594.51 feet to a point, said point being the TRUE POINT OF BEGINNING for this description;

Thence continuing along said South line N89°20'22"W, a distance of 1036.51 feet to the South Quarter Corner of said section that is marked by an 5/8" rebar with aluminum cap PLS 10110;

Thence departing said South line, along the North / South center of section line N00°18'16"E a distance of 2647.62 feet to the center of section marked by an 5/8" rebar with aluminum cap PLS 10110;

Thence departing said North / South center of section line, along the East / West center of section line S89°23'24"E, a distance of 1320.97 feet to its intersection with the 1/16th line of said Section 14;

Thence along said 1/16th line S00°25'22"W, a distance of 2177.75 feet to a point;

Thence departing said 1/16th line N 89°20'22"W, a distance of 279.00 feet to a point;

Thence S00°25'22"W, a distance of 471.00 feet to the POINT OF BEGINNING;

Parcel containing 77.12 acres

Parcel No. 2

Township 10 South, Range 16 East of the Boise Meridian, Twin Falls County, Idaho,
Section 14: A portion of the West Half of the Southeast Quarter described as follows;

Commencing at the southeast corner of said section 14 that is marked by a railroad spike, from which the south quarter corner of said section 14 bears N89°20'22"W, a distance of 2631.02 feet,
Thence along the South Line of the Southeast Quarter of said Section 14 N89°20'22"W, a distance of 1315.51 feet to its intersection with the 1/16th line, said point being the TRUE POINT OF BEGINNING for this description;

Thence continuing along said South line N89°20'22"W, a distance of 279.00 feet to a point;

Thence departing said South line, N00°25'22"E, a distance of 471.00 feet to a point;

Thence S89°20'24"E, a distance of 279.00 feet to a point on the 1/16th line of said Section 14;

Thence along said 1/16th line S00°25'22"W, a distance of 471.00 fee to the POINT OF BEGINNING;

Parcel containing 3.02 acres

Parcel 3

Township 10 South, Range 16 East of the Boise Meridian, Twin Falls County, Idaho,
Section 14: A portion of the east half of the southeast quarter described as follows;

Commencing at the southeast corner of said section 14 that is marked by a railroad spike, from which the south quarter corner of said section 14 bears N89°20'22"W, a distance of 2631.02 feet,
Thence along the South Line of the Southeast Quarter of said Section 14 N89°20'22"W, a distance of 736.79 feet to a point, said point being the TRUE POINT OF BEGINNING for this description;

D.V.

Thence continuing along said South line N89°20'22"W, a distance of 578.72 feet to its intersection with the 1/16th line;

Thence along said 1/16th line N00°25'22"E a distance of 968.20 feet to a point;

Thence S43°58'31"E, a distance of 827.16 feet to a point;

Thence S00°25'22"W, a distance of 379.60 feet to the POINT OF BEGINNING;

Parcel containing 8.95 acres

OPERATING AGREEMENT

OF

OksTin Rea, LLC, a Nevada Limited Liability Company

This Operating Agreement of OksTin Rea, LLC, a Nevada limited liability company (the "Company"), formed under and organized pursuant to the Act, is entered into effective as of **May 22, 2013**, (the "Effective Date"), by and between the Company and Austin B. Rea and Oksana V. Rea, husband and wife as joint tenants with right of survivorship, its sole member.

ARTICLE 1 FORMATION

1.1 Organization. The Member has organized the Company as a Nevada limited liability company pursuant to the provisions of the Act. The Member hereby confirms that the Member has appointed **Austin B. Rea and Oksana V. Rea**, as the Co-Manager(s) of the Company.

1.2 Company Agreement, Effect of Inconsistencies With Act. For and in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member and the Company hereby agree to the terms and conditions of this Agreement, as it may from time to time be amended according to its terms. It is the express intention of the parties that this Agreement shall govern, even when it is inconsistent with, or different from, the provisions of the Act or any other applicable law or rule. To the extent any provision of this Agreement is prohibited or ineffective under the Act, this Agreement shall be considered amended to the smallest degree possible in order to make the Agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way as to make any provision of this Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment. The Member and Manager shall be entitled to rely on the provisions of this Agreement, and the Member and Manager shall not be liable to the Company for any act or refusal to act taken in good faith reliance on the terms of this Agreement. The Member and the Company hereby agree that the duties and obligations imposed on the Member shall be those set forth in this Agreement, which is intended to govern the relationship between the Company, the Manager, and the Member, notwithstanding any provision of the Act or other applicable law to the contrary.

1.3 Name. The name of the Company is OksTin Rea, LLC, and all business of the Company shall be conducted under that name or under any other name, but in any case, only to the extent permitted by applicable law.

1.4 Term. The term of the Company shall be perpetual until it is dissolved and its affairs wound up in accordance with the Act or this Agreement.

1.5 Registered Agent and Registered Office. The initial registered agent for the service of process upon and the registered office of the Company is **Marquis Aurbach Coffing, P.C.**, whose address is **10001 Park Run Drive, Las Vegas, Nevada 89145**. The Manager, may, from time to time, change the registered agent or registered office through appropriate filings with the Secretary of State. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Manager shall promptly designate a replacement registered agent or file a notice of change of address as the case may be. If the Manager shall fail to designate a replacement registered agent or change of address of the registered office, any Member may designate a replacement registered agent or file a notice of change of address.

1.6 Principal Office. The Principal Office of the Company shall be 239 Paintbrush Circle, Twin Falls, Idaho 83301. The Manager, may, from time to time, change the principal office and make any necessary or appropriate filings with the Secretary of State to reflect such change.

ARTICLE 2 DEFINITIONS

For purposes of this Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

2.1 "Act" means the Nevada Limited Liability Company Act, Chapter 86 of the Nevada Revised Statutes, and all amendments to the Act.

2.2 "Additional Member" means a Member other than the Initial Member who has acquired a Membership Interest in the Company.

2.3 "Admission" (Admit) means the act of becoming a Member and obtaining the rights appurtenant to a Membership Interest.

2.4 "Articles" means the Articles of Organization of the Company as properly adopted and amended from time to time by the Member and filed with the Secretary of State.

2.5 "Capital Contribution" means any contribution of cash or property or contribution of services made by or on behalf of a Member as consideration for a Membership Interest.

2.6 "Company" means OksTin Rea, LLC, a limited liability company, formed under the laws of the State, and any successor limited liability company.

2.7 "Company Property" means any Property owned by the Company.

2.8 "Contribution" means any contribution of Property made by or on behalf of a Member as consideration for a Membership Interest or as a contribution of the capital of the Company.

2.9 "Agreement" means this operating Agreement including all amendments adopted in accordance with this Agreement and the Act.

2.10 "Distribution" means a transfer of Company Property to a Member on account of the Member's Membership Interest regardless of whether the transfer occurs on the liquidation of the Company, in exchange for the Member's Interest, or otherwise.

2.11 "Disposition" (Dispose) means any sale, assignment, transfer, exchange, mortgage, pledge, grant, hypothecation, or other transfer, absolute or as a security or encumbrance (including dispositions by operation of law).

2.12 "Manager and/or Co-Manager" means one or more managers duly appointed or elected. Specifically, Manager means Austin B. Rea and Oksana V. Rea, or any Person or Persons who succeed the Manager in that capacity. References to the Manager in the singular or as him, her, it, itself, or other like references shall also, where the context so requires, be deemed to include the plural or the masculine or feminine reference, as the case may be. In the event there is more than one Manager in office at any time, any action to be taken by the Managers under this Agreement must be taken by the consent of a majority of the Managers.

2.13 "Member" means the Member executing this Agreement, any transferee of a Member or any Additional Member. If at any time there is more than one Member, the term "Member" shall mean all Members, and any action that may be taken under this Company Agreement by the Members may be taken by a majority of the Members.

2.14 "Member's Interest" means a Member's entire interest in the Company including such Member's rights in the Company's profits, losses and Distributions pursuant to this Agreement and the Act and such other rights and privileges, including the right to vote and participate in the management of the Company, that the Member may enjoy by being a Member.

2.15 "Person" means an individual, trust, estate, or any incorporated or unincorporated organization permitted to be a member of a limited liability company under the laws of the State of Nevada.

2.16 "Proceeding" means any judicial or administrative trial, hearing or other activity, civil, criminal, or investigative, the result of which may be that a court, arbitrator, or governmental agency may enter a judgment, order, decree, or other determination which, if not appealed and reversed, would be binding upon the Company, a Member or other Person subject to the jurisdiction of such court, arbitrator, or governmental agency.

2.17 "Property" means any property, whether real, personal, tangible or intangible (including goodwill), including cash and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.

2.18 "Taxing Jurisdiction" means the federal government and any state, local, or foreign government that collects tax, interest, or penalties, however designated, on the Company and/or its operations, or any Member's share of the income or gain attributable to the Company.

ARTICLE 3 NATURE OF BUSINESS

3.1 The purposes of the Company are: (1) to engage in any lawful activity or activities; (2) to own, operate, manage, rent, lease, maintain, sell, exchange, transfer, mortgage and hold for sale or investment real and personal property of the Company or any part thereof; (3) to incur indebtedness, secured or unsecured, for any purpose of the Company and to do any other thing in furtherance of the Company's purpose; and (4) to engage in any other activities that are necessary, beneficial, or incidental to the foregoing purposes or that may be necessary or appropriate to protect or enhance the assets of the Company.

3.2 The Company shall not engage in any other business without the unanimous written consent of all the Members. Except as otherwise expressly provided in this Agreement, no Member acting alone shall have the right or authority to act for, or assume any obligations on behalf of, the other Members.

ARTICLE 4 ACCOUNTING AND RECORDS

4.1 The Manager shall maintain the following records at the principal office of the Company:

- A. The full name and business address of each Member and Manager;
- B. A copy of the filed Articles and all amendments thereto, together with executed copies of any powers of attorney pursuant to which Articles has been executed; and
- C. A copy of this Agreement including all amendments thereto.

ARTICLE 5 NAME AND ADDRESS OF MEMBER

The name and address of the initial Member is:

Austin B. Rea and Oksana V. Rea, husband and wife
as joint tenants with right of survivorship
239 Paintbrush Circle
Twin Falls, Idaho 83301

ARTICLE 6 MANAGEMENT

6.1 Management Rights. Subject to Section 6.2 below, the business of the Company shall be conducted by the Manager and all of the day-to-day management of the Company shall be vested in the Manager. The Manager shall have the power and authority to take the following actions on behalf of the Company:

- A. The location or relocation of any place of business of the Company;
- B. The execution for and on behalf of the Company, of all instruments and documents, including, without limitation, checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage, investment or disposition of property, including the licensing of intellectual property;
- C. The appointment and fixing of compensation for the employees and other agents of the Company;
- D. The determination of the amount and timing of, and the making of Distributions;
- E. The acquisition of property from any Person as the Manager may determine. The fact that the Manager or Member is directly or indirectly affiliated or connected with any such Person shall not prohibit the Manager from dealing with that Person subject to the other provisions of this Agreement;
- F. The borrowing of money for the Company from banks or other lending institutions;
- G. The purchase of liability and other insurance to protect the Company's property and business;
- H. The investment of any Company funds (by way of example but not of limitation) in time deposits, short-term governmental obligations, commercial paper or other investments;
- I. The confession of a judgment against the Company;
- J. The making of any single or series of related capital expenditures;
- K. The employment of accountants, legal counsel, managing agents or other experts to perform services for the Company and to compensate them from Company funds;
- L. The doing and performance of all other acts as may be necessary or appropriate to carry out the Company's business purpose.

6.2 Liability of Member and Manager. Neither the Member nor Manager shall be liable as Member or Manager for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Member or Manager for any liabilities or obligations of the Company.

6.3 Indemnification. The Company shall indemnify the Member and the Manager for all costs, losses, liabilities, and damages paid or accrued by the Member (either as Member or as agent) or Manager in connection with the business of the Company or because such Person is a Member or Manager, to the fullest extent provided or allowed by the laws of the State of Nevada. In addition, the Manager shall cause the Company to advance costs of participation in any Proceeding to the Manager or Member. The Manager may, with the consent of the Member, indemnify all other employees and agents of the Company for all costs, losses, liabilities, and damages paid or accrued by the agent or employee in connection with the business of the Company or because such Person is an agent or employee, to the fullest extent provided or allowed by the laws of the State.

6.4 Conflicts of Interest.

A. The Member or Manager shall be entitled to enter into transactions that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company, it being expressly understood that the Member or Manager may enter into transactions that are similar to the transactions into which the Company may enter.

B. A Member or Manager does not violate a duty or obligation to the Company merely because the Member's or Manager's conduct furthers the Member's or Manager's own interest. A Member or Manager may lend money to and transact other business with the Company. The rights and obligations of a Member or Manager who lends money to or transacts business with the Company are the same as those of a Person who is not a Member, subject to any other applicable law. No transaction with the Company shall be voidable solely because a Member or Manager has a direct or indirect interest in the transaction if either the transaction is fair to the Company and the Member (in the case of a transaction in which the Manager but not the Member is personally interested) or the Manager (in the case of a transaction in which the Member but not the Manager is personally interested) with knowledge of the interest of the Member or Manager in the transaction, as the case may be, approves of the transaction.

6.5 Authority of Manager To Bind the Company. Only the Manager and agents of the Company authorized by the Manager shall have the authority to bind the Company. The Manager has the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company, including, without limitation:

A. The institution, prosecution and defense of any Proceeding in the Company's name;

B. The purchase, receipt, lease or other acquisition, ownership, holding, improvement, use and other dealing with, Property, wherever located;

C. The sale, conveyance, mortgage, pledge, lease, exchange, and other disposition of Company Property;

D. The entering into of contracts and guaranties; incurring of liabilities; borrowing money, issuance of notes, bonds, and other obligations; and the securing of any of its obligations by mortgage or pledge of any Company Property or income;

E. The lending of money, investment and reinvestment of the Company's funds, and receipt and holding of Property as security for repayment, including, without limitation, the loaning of money to the Member, officers, employees, and agents of the Company;

F. The conduct of the Company's business, the establishment of Company offices, and the exercise of the powers of the Company within or without the State of Nevada;

G. The appointment of employees and agents of the Company, the defining of their duties, and the establishment of their compensation;

H. The payment of pensions and the establishment of pension plans, pension trusts, profit sharing plans, and other benefit and incentive plans for all or any of the current or former Members, employees, and agents of the Company;

I. The making of donations to the public welfare or for religious, charitable, scientific, literary or educational purposes;

J. The payment or donation, or any other act that furthers the business and affairs of the Company;

K. The payment of compensation, or additional compensation to the Member, and employees on account of services previously rendered to the limited liability company, whether or not an agreement to pay the compensation was made prior to the time the services were rendered;

L. The purchase of insurance on the life of any of the Members or employees of the Company for the benefit of the Company;

M. The participation in partnership agreements, joint ventures, or other associations of any kind with any Person or Persons;

N. The indemnification of a Member or any other Person.

6.6 Compensation of Member and Manager. The Member and Manager shall be reimbursed all reasonable expenses incurred on behalf of the Company and shall be entitled to reasonable compensation, in an amount to be determined from time to time by the Member.

6.7 Standard of Care of Member and Manager. The Member's duty of care in the discharge of the Member's duties to the Company is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. In discharging these duties, the Member shall be fully protected in relying in good faith upon the records required to be maintained under Article IV and upon such other information, opinions, reports, or statements by any of its agents, or by any other Person, as to matters the Member reasonably believes are within such other Person's professional or expert competence, including information, opinions, reports, or statements as to the value and amount of the assets, liabilities, profits, or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

ARTICLE 7 CONTRIBUTIONS

The Member shall make the Contribution to the Company described in **Exhibit A** attached hereto and incorporated herein by this reference. The value of the Contribution is agreed to be that set forth on **Exhibit A**. No interest shall accrue on any Contribution and the Member shall not have the right to withdraw or be repaid any Contribution except as provided in this Agreement.

ARTICLE 8 DISTRIBUTIONS

The Company may make such distributions at such times as may be determined from time to time by the Manager.

ARTICLE 9 TAXES

9.1 Elections. Only the Members may make any tax elections for the Company allowed under the Internal Revenue Code of 1986 as amended from time to time or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.

9.2 Method of Accounting. The records of the Company shall be maintained on the same method of accounting as that of the Member.

ARTICLE 10 DISPOSITION OF MEMBERSHIP INTEREST AND ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS

10.1 Disposition. The Member's Interest is fully transferable, either voluntarily or by operation of law. The Member may Dispose of all or a portion of the Member's Interest. Notwithstanding any provision of the Act to the contrary, upon the Disposition of the Member's Interest, the transferee shall be admitted upon the completion of the transfer without further action. Upon the transfer of a Member's entire Member's Interest (other than a temporary transfer or transfer as a pledge or security interest) the Member shall cease to be a Member and shall have no further rights or obligations under this agreement, except that the Member shall have the right to such information as may be necessary for the computation of the Member's tax liability.

10.2 Admission of Additional Members. The Member may Admit Additional Members and determine the Capital Contributions of such Additional Members.

ARTICLE 11
DISSOLUTION AND WINDING UP

11.1 Liquidating Events. The Company shall dissolve and commence winding up and liquidating upon the first to occur of any of the following ("Liquidating Events"):

- A. The vote by all of the Members to dissolve, wind up, and liquidate the Company; or
- B. The happening of any other event that makes it unlawful, impossible, or impractical to carry on the business of the Company; or
- C. There is a Deadlock in any decision of the Members or Managers; or
- D. All or substantially all of the assets of the Company are disposed of; or
- E. The Company ceases to conduct its business in furtherance of the purposes for which it was formed as set forth in Section 3.

The Member hereby agrees that, notwithstanding any provision of the Act, the Company shall not dissolve prior to the occurrence of a Liquidating Event. If it is determined, by a court of competent jurisdiction, that the Company has dissolved prior to the occurrence of a Liquidating Event, the Member hereby agrees to continue the business of the Company without a winding up or liquidation.

11.2 Winding Up. Upon the occurrence of a Liquidating Event, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Members and no Member shall take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company's business and affairs. The Managers shall be responsible for overseeing the winding up and dissolution of the Company, shall take full account of the Company's liabilities and property, shall cause the property to be liquidated as promptly as is consistent with obtaining the fair value thereof, and shall cause the proceeds therefrom, to the extent sufficient therefore, to be applied and distributed in the following order:

- A. First, to the payment and discharge of all of the Company's debts and liabilities to creditors other than the Members;
- B. Second, to the payment and discharge of all the Company's debts and liabilities to the Members; and
- C. The balance, if any, to the Members, in proportion to their positive Capital Account balances.

The Managers shall not receive any additional compensation for any services performed pursuant to this Article. Each Manager understands and agrees that by accepting the provisions of this Section 11.2 setting forth the priority of the distribution of the assets of the Company to be made upon its liquidation, such Manager expressly waives any right which it, as a creditor of

the Company might otherwise have under the Act to receive distributions of assets pari passu with the other creditors of the Membership in connection with the distribution of assets of the Company in satisfaction of any liability of the Company, and hereby subordinates to said creditors any such right.

11.3 Rights of Members. Except as otherwise provided in this Agreement, (a) each Member shall look solely to the assets of the Company for the return of its Capital Contributions and shall have no right or power to demand or receive property other than cash from the Company and (b) no Member shall have priority over any other Member as to the return of its Capital Contributions, distributions, or allocations.

ARTICLE 12 AMENDMENT

This Agreement may be amended or modified from time to time only by a written instrument adopted by all the Members and the Company and executed by all the Members and the Company.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 Notices. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered properly given if mailed within the United States by certified mail return receipt requested, postage prepaid, to the Members at the addresses set forth beneath their signatures, or if personally delivered to them.

Any Member may change its address by giving written notice of the change to the Company and the other Members. Any notices given prior to the notice of change of address shall not be affected by the notice of change.

13.2 Attorneys' Fees. In any judicial action or proceeding among the parties to enforce any of the provisions of this Agreement or any right of any party hereto, regardless of whether such action or proceedings is prosecuted to judgment and in addition to any other remedy, the unsuccessful party shall pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred therein by the successful party.

13.3 Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements among the parties with respect thereto.

13.4 Captions. Any titles or captions or sections contained in this Agreement are for convenience or reference only and shall not be deemed part of the context of this Agreement.

13.5 Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identification of the person or persons, entity or entities, may require.

13.6 Governing Law. This Agreement shall be enforced, governed by and construed in accordance with the laws of the State of Nevada.

13.7 Severability. If any provision of this Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected thereby, but shall be enforced to the greatest extent permitted by law.

13.8 Further Documents. Each of the Members shall execute such further documents and take such further actions as may be reasonably necessary or desirable to accomplish any transaction intended or authorized by this Agreement.

13.9 Member Non-waiver of Rights and Breaches. No failure or delay of a Member in the exercise or any rights given to such Member hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Member of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof, or of any breach of any other provision hereof.

13.10 No Agency. Nothing contained herein shall be construed to constitute any Member the partner of any other Member or the agent of any other Member.

13.11 Parties Bound. This Agreement shall bind and inure to the benefit of the Members and their several successors in interest in whatever capacity.

13.12 Duplicate Originals. This Agreement may be executed in several copies; and upon execution by each party hereto, they shall be treated as duplicate originals hereof.

13.13 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all the Members had signed the same document. All counterparts shall be construed together and shall constitute one Agreement.

13.14 Incorporation by Reference. Every exhibit, schedule, and other appendix attached to this Agreement and referred to herein is hereby incorporated in this Agreement by reference.

13.15 Waiver of Action for Partition. Each of the Members irrevocably waives any right that he may have to maintain any action for partition with respect to any of the Company's property.

13.16 Membership Interests. THE INTERESTS IN THE COMPANY EVIDENCED BY THIS OPERATING AGREEMENT AND THE ARTICLES OF ORGANIZATION OF THE COMPANY HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION (OR UNDER THE SECURITIES LAWS OF ANY STATE), BUT HAVE BEEN ISSUED PURSUANT TO THE PRIVATE OFFERING EXEMPTION UNDER THE SECURITIES ACT OF 1933, AS AMENDED. ACCORDINGLY, THE SALE, TRANSFER, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF ANY OF SAID INTERESTS ARE RESTRICTED AND MAY NOT BE ACCOMPLISHED EXCEPT IN ACCORDANCE WITH THIS OPERATING AGREEMENT, AND AN APPLICABLE REGISTRATION

STATEMENT OR AN OPINION OF COUNSEL FOR THE COMPANY THAT A
REGISTRATION STATEMENT IS UNNECESSARY.

IN WITNESS WHEREOF, the sole Member has executed this Agreement as of the
Effective Date set forth above.

MANAGER:


Austin B. Rea


Oksana V. Rea

SOLE MEMBER:

Austin B. Rea and Oksana V. Rea, husband and wife as joint tenants with right of
survivorship

By:


Austin B. Rea

By:

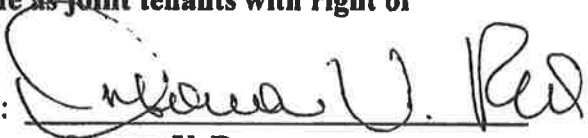
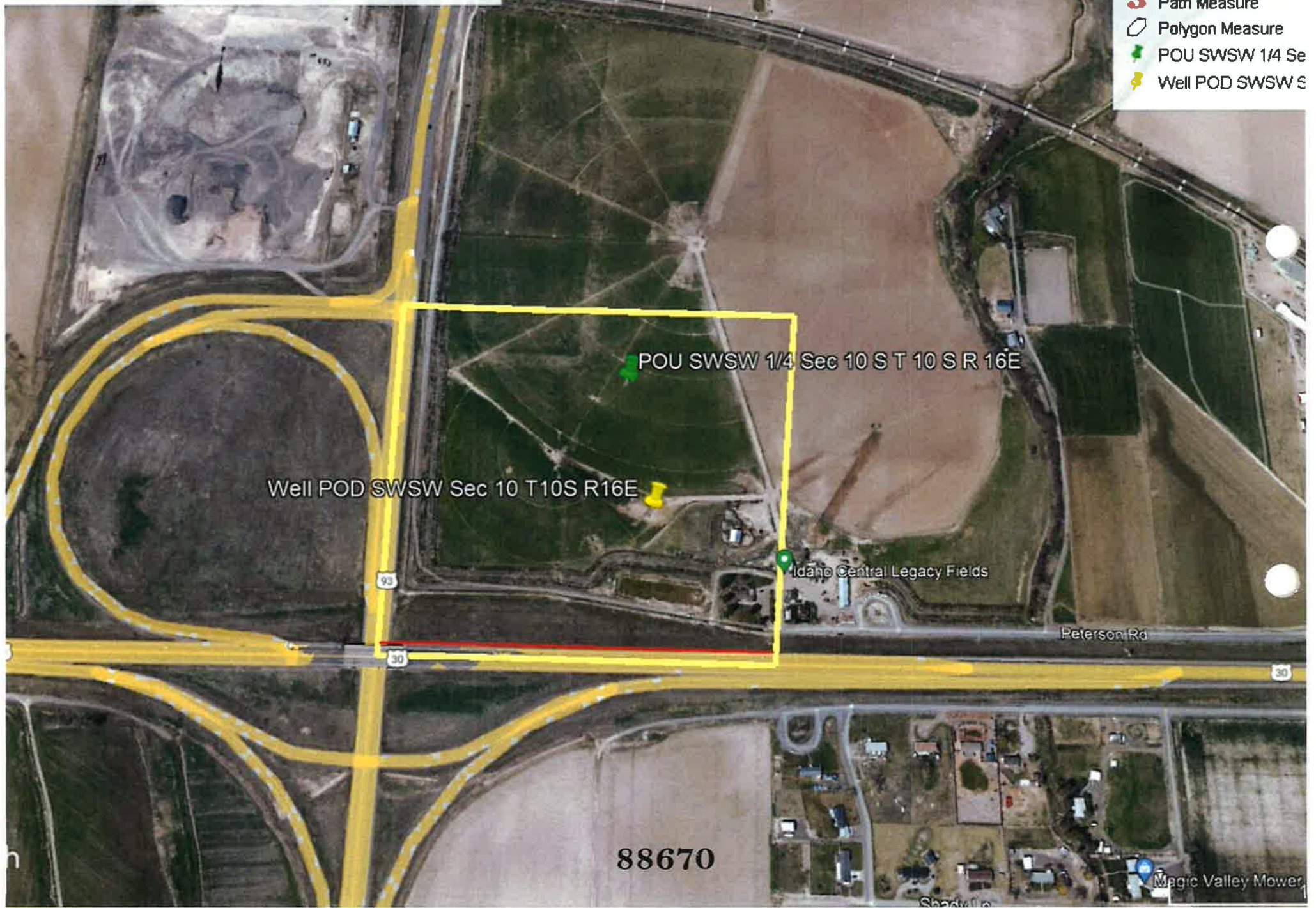

Oksana V. Rea

EXHIBIT "A"

Member	Description of Capital Contribution	Agreed Upon Value	Units
Austin B. Rea and Oksana V. Rea, husband and wife as joint tenants with right of survivorship	\$500	\$ _____	100

township 10 South Range 16 East North Hwy 30 East of 93 Junction

- Legend**
- Idaho Central Legacy
 - Path Measure
 - Polygon Measure
 - POU SWSW 1/4 Sec
 - Well POD SWSW S



SW SW ^{sec} 10 T10S R16E



Water Rights ^{SWSE} sec 14 T 10S R 16b



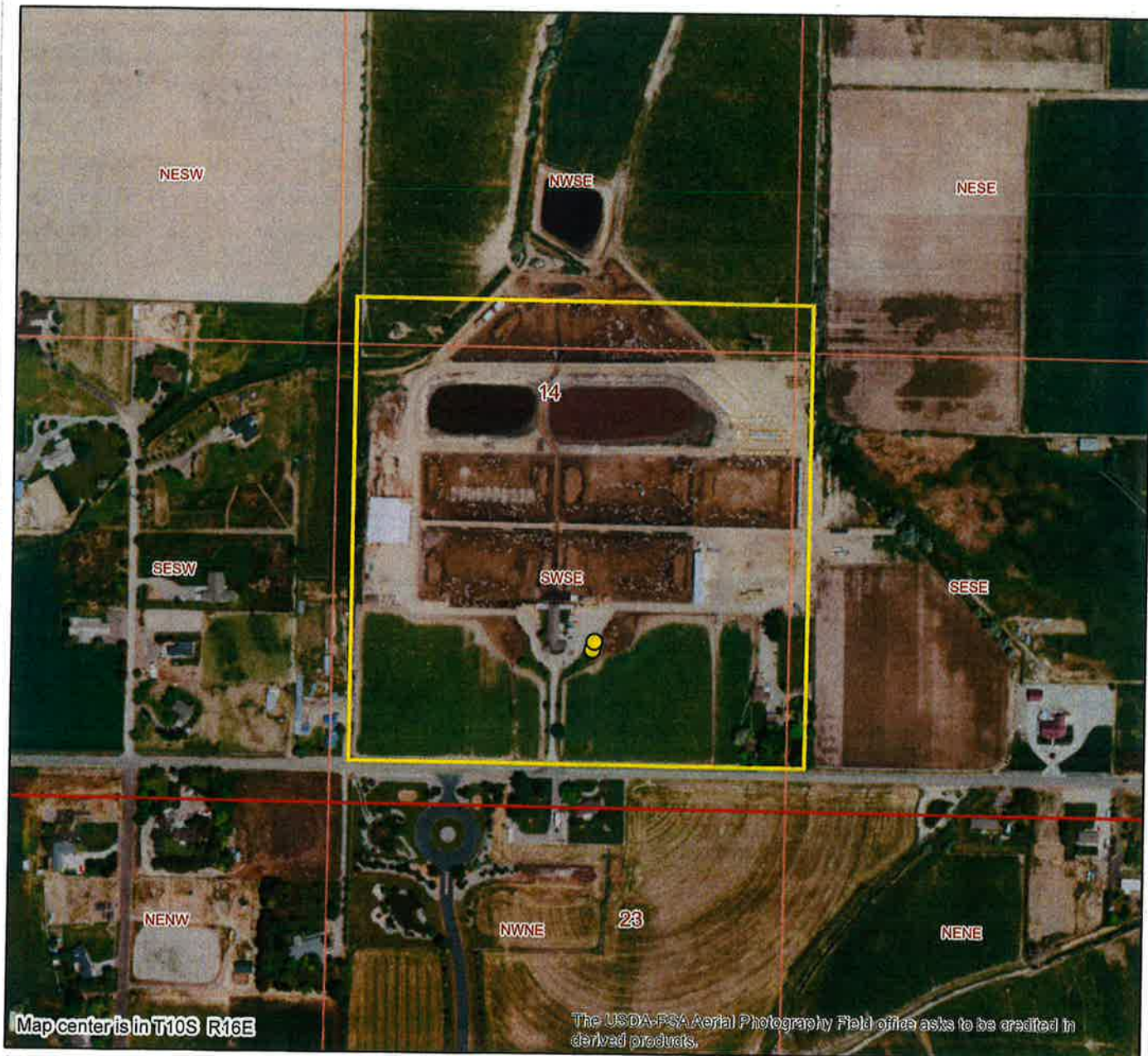
State of Idaho
Department of Water Resources

Water Right

47-8278

STOCKWATER

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



Date created: 5/2/2023



Legend

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



88670



0005115524

**STATE OF IDAHO**

Office of the secretary of state, Phil McGrane
REINSTATEMENT ANNUAL REPORT

Idaho Secretary of State
PO Box 83720
Boise, ID 83720-0080
(208) 334-2301
Filing Fee: \$30.00

For Office Use Only

-FILED-

File #: 0005115524

Date Filed: 2/14/2023 11:46:45 AM

Reinstatement Annual Report Form

Select one: Standard, Expedited or Same Day Service (see descriptions below) Standard (filing fee \$30)

Current Entity Name OksTin Rea, LLC

The file number of this entity on the records of the Idaho Secretary of State is: 0004493051

Organized under the laws of: IDAHO

Entity Type: Limited Liability Company (D)

Entity Subtype:

Limited Liability Company Subtype Limited Liability Company

Limited Liability Company Name:

Limited Liability Company name OksTin Rea, LLC

The registered agent on record is:

Registered Agent Austin Rea
Registered Agent
Physical Address
21234 HIGHWAY 30
FILER, ID 83328
Mailing Address
21234 HIGHWAY 30
FILER, ID 83328-5510

The mailing address of the corporation is:

21234 HIGHWAY 30
FILER, ID 83328-5510

Limited Liability Company Managers and Members

Name	Title	Address
+ Austin B Rea	Manager	21236 HWY 30 FILER, ID 83328

The Application for Reinstatement must be signed by at least one governor.

Job Title: Owner

Austin B Rea

Sign Here

02/14/2023

Date

DUPLICATE RECEIVED BY OFFICE OF THE CLERK OF THE SUPREME COURT



0005224907

**STATE OF IDAHO***Office of the secretary of state, Phil McGrane***ANNUAL REPORT**

Idaho Secretary of State
PO Box 83720
Boise, ID 83720-0080
(208) 334-2301
Filing Fee: \$0.00

For Office Use Only

-FILED-

File #: 0005224907

Date Filed: 5/5/2023 9:59:35 AM

Entity Name and Mailing Address:

Entity Name: Moon Valley Development LLC
The file number of this entity on the records of the Idaho
Secretary of State is: 0004230030
Address: 2574 E 3800 N
TWIN FALLS, ID 83301-0129

Entity Details:

Entity Status: Active-Existing
This entity is organized under the laws of: IDAHO
If applicable, the old file number of this entity on the records of
the Idaho Secretary of State was:

The registered agent on record is:

Registered Agent: Russell Wiersma
Registered Agent
Physical Address
428 S 200 W
RUPERT, ID 83350
Mailing Address
428 S 200 W
RUPERT, ID 83350-9665

Limited Liability Company Managers and Members

Name	Title	Business Address
Russell Wiersma	Member	428 S 200 W RUPERT, ID 83350
Ryan Mallett	Member	958 8TH ST GOLDEN, CO 80401
Luke D. Dixon Revocable Trust	Member	PO BOX 6826 KETCHUM, ID 83340

The annual report must be signed by an authorized signer of the entity.

Job Title: Member

Ryan Mallett

Sign Here

05/05/2023

Date

DUPLICATE RECEIVED BY OFFICE OF THE CLERK OF THE SUPREME COURT OF IDAHO

Customer Ad Proof

164-60002276 ID DEPARTMENT OF WATER RESOURCES

Order Nbr 147260

Publication	Times News		
Contact	ID DEPARTMENT OF WATER RESOURCES	PO Number	AFFIDAVIT
Address 1	650 ADDISON AVE W, STE 500	Rate	Legal Notice
Address 2		Order Price	226.69
City St Zip	TWIN FALLS ID 83301	Amount Paid	0.00
Phone	2087363033	Amount Due	226.69
Fax			
Section	Legals	Start/End Dates	12/21/2023 - 12/28/2023
SubSection		Insertions	2
Category	50 Legal	Size	129
Ad Key	147260-1	Salesperson(s)	Legal Notices
Keywords	Proposed Change of Water Right	Taken By	James Meadows - NWI
Notes			

Ad Proof

Proof of legal notice received from Times News 12-18-2023 (2 pgs)

✓ Sm 12/18/2023

Customer Ad Proof

164-60002276 ID DEPARTMENT OF WATER RESOURCES

Order Nbr 147260

NOTICE OF PROPOSED CHANGE OF WATER RIGHT TRANSFER NO. 88637

GARNER LAND LLC and GARNER CAPITAL INVESTMENTS LLC, 147 S 2550 E, DECLO, ID 83323-6016 has filed Application No. 88637 for changes to the following water rights within CASSIA County(s): Right No(s). 43-13175, 43-13177, 43-13179, 43-13599, 43-13641, 43-13643, 43-13721, 43-13827, 43-13828, 43-13829, 43-13895, 43-2511, 43-4146. The purpose of the transfer is to change a portion of the above rights as follows: Application proposes moving three irrigation ground water rights (combined 0.7 cfs) used to irrigate 39 acres from their current location to the applicant's farm. The current location for the three water rights is approximately 3.0 to 3.3 miles north and 0 to 0.3 miles east of Malta. Applicant's farm is located approximately 12.0 to 13.8 miles north and 3.8 to 4.8 miles east of Malta. Application also proposes drilling a new well on the applicant's farm and adding it as an authorized point of diversion to ten irrigation ground water rights and the three rights proposed to be moved to the farm (total combined 9.76 cfs) that will be used to irrigate 771.7 acres.

TRANSFER NO. 88663

TAMMARA D BECK, 5811 N DUXBURY PIER LN, GARDEN CITY, ID 83714 has filed Application No. 88663 for changes to the following water rights within TWIN FALLS County(s): Right No(s). 47-4064. The purpose of the transfer is to change a portion of the above rights as follows: Application for transfer proposes to add a new point of diversion (POD) for a low-temperature geothermal water right with a combined flow rate of 0.05 cfs for domestic, heating, and recreational uses. The new well will be located approximately 6.9 miles north and 3.8 miles west of the intersection of Highway 30 and Clear Lakes Road in Buhl.

TRANSFER NO. 88670

OKSTIN REA LLC, 21234 HIGHWAY 30, FILER, ID 83328-5510 has filed Application No. 88670 for changes to the following water rights within TWIN FALLS County(s): Right No(s). 47-8278. The purpose of the transfer is to change a portion of the above rights as follows: Application proposes transferring a 12.0 acre foot portion (0.10 cfs) of a ground water right for commercial use from an existing dairy located approximately 4.1 to 4.4 miles west and 0.7 to 1.0 miles south of Twin Falls (Blue Lakes and Addison), to an RV Park facility for commercial use located approximately 5.6 to 5.8 miles west and 0.1 to 0.3 miles north of Twin Falls (Blue Lakes and Addison). The transferred portion of the right, 12.0 acre feet (0.10 cfs), will be diverted from an existing well located at the RV Park facility.

For additional information concerning the property location, contact Southern Region office at (208) 736-3033; or to see a full description of these rights and/or the proposed transfers, please see <https://research.idwr.idaho.gov>. Protests may be submitted based on the criteria of Idaho Code Sec. 42-222. Any protest against the proposed change must be filed with the Department of Water Resources, Southern Region, 650 ADDISON AVE W, STE 500, TWIN FALLS, ID 83301-5858 together with a protest fee of \$25.00 for each application on or before January 8, 2024. The protestant must also send a copy of the protest to the applicant.

MATHEW WEAVER, Director
Published on December 21st & 28th, 2023

✓ DM 12/18/2023



IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858
Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

December 18, 2023

OKSTIN REA LLC
21234 HIGHWAY 30
FILER, ID 83328-5510

RE: Transfer No. 88670
Water Right No(s). 47-8278

Dear Applicant(s):

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

A legal notice of the application has been prepared and is scheduled for publication in the **TIMES NEWS** on **12/21/2023** and **12/28/2023**. Protests to this application may be submitted for a period ending ten (10) days after the second publication. Any protest against this application must be filed with the Department of Water Resources, together with a protest fee of \$25.00 for each application, on or before **January 8, 2024**.

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the approval document.

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

Sincerely,

Denise Maline
Administrative Assistant

c: Snake River Management Inc.

Maline, Denise

From: Maline, Denise
Sent: Monday, December 18, 2023 8:58 AM
To: Times News
Subject: LEGAL NOTICE - Account No. 164-60002276
Attachments: Times News cover letter.docx; Times News ad.docx

Good morning,

Attached please find **(1)** legal notice being submitted for publication on December 21st & 28th, 2023. This publication is for Idaho Dept of Water Resources in Twin Falls, Idaho, under Account No. 164-60002276.

Please let me know if there are any questions or if you are not able to run the ad on the dates requested.

Thank you in advance,

Denise @ IDWR Twin Falls, Idaho



Denise Maline, Administrative Assistant I
Idaho Dept. of Water Resources, Southern Region
650 Addison Ave W Ste 500
Twin Falls ID 83301-5858
(208) 293-9908
denise.maline@idwr.idaho.gov



IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858

Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

December 18, 2023

LEGAL NOTICE DEPARTMENT

TIMES NEWS

PO BOX 548

TWIN FALLS, ID 83303-0548

RE: Transfer No. 88637

Water Right No(s). 43-13175, 43-13177, 43-13179, 43-13599, 43-13641,
43-13643, 43-13721, 43-13827, 43-13828, 43-13829, 43-13895, 43-2511,
43-4146

RE: Transfer No. 88663

Water Right No(s). 47-4064

RE: Transfer No. 88670

Water Right No(s). 47-8278

Dear Legal Notice Department:

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

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before January 8, 2024. Your cooperation is appreciated.

Sincerely,

Denise Maline

Denise Maline
Administrative Assistant

Enclosure(s)

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 88637**

GARNER LAND LLC and GARNER CAPITAL INVESTMENTS LLC, 147 S 2550 E, DECLO, ID 83323-6016 has filed Application No. 88637 for changes to the following water rights within CASSIA County(s): Right No(s). 43-13175, 43-13177, 43-13179, 43-13599, 43-13641, 43-13643, 43-13721, 43-13827, 43-13828, 43-13829, 43-13895, 43-2511, 43-4146. The purpose of the transfer is to change a portion of the above rights as follows: Application proposes moving three irrigation ground water rights (combined 0.7 cfs) used to irrigate 39 acres from their current location to the applicant's farm. The current location for the three water rights is approximately 3.0 to 3.3 miles north and 0 to 0.3 miles east of Malta. Applicant's farm is located approximately 12.0 to 13.8 miles north and 3.8 to 4.8 miles east of Malta. Application also proposes drilling a new well on the applicant's farm and adding it as an authorized point of diversion to ten irrigation ground water rights and the three rights proposed to be moved to the farm (total combined 9.76 cfs) that will be used to irrigate 771.7 acres.

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TRANSFER NO. 88670

OKSTIN REA LLC, 21234 HIGHWAY 30, FILER, ID 83328-5510 has filed Application No. 88670 for changes to the following water rights within TWIN FALLS County(s): Right No(s). 47-8278. The purpose of the transfer is to change a portion of the above rights as follows: Application proposes transferring a 12.0 acre foot portion (0.10 cfs) of a ground water right for commercial use from an existing dairy located approximately 4.1 to 4.4 miles west and 0.7 to 1.0 miles south of Twin Falls (Blue Lakes and Addison), to an RV Park facility for commercial use located approximately 5.6 to 5.8 miles west and 0.1 to 0.3 miles north of Twin Falls (Blue Lakes and Addison). The transferred portion of the right, 12.0 acre feet (0.10 cfs), will be diverted from an existing well located at the RV Park facility.

For additional information concerning the property location, contact Southern Region office at (208) 736-3033; or to see a full description of these rights and/or the proposed transfers, please see <https://research.idwr.idaho.gov>. Protests may be submitted based on the criteria of Idaho Code Sec. 42-222. Any protest against the proposed change must be filed with the Department of Water Resources, Southern Region, 650 ADDISON AVE W, STE 500, TWIN FALLS, ID 83301-5858 together with a protest fee of \$25.00 for each application on or before **January 8, 2024**. The protestant must also send a copy of the protest to the applicant.

MATHEW WEAVER, Director

Published on December 21st & 28th, 2023

MEMORANDUM

Date: December 13, 2023
To: Transfer 88670 File
From: Benny Walker
Re: Transfer Synopsis/Legal

Application proposes transferring a 12.0 acre foot portion (0.10 cfs) of a groundwater right for commercial use from an existing dairy located approximately 4.1 to 4.4 miles west and 0.7 to 1.0 miles south of Twin Falls (Blue Lakes and Addison), to a RV Park facility for commercial use located approximately 5.6 to 5.8 miles west and 0.1 to 0.3 miles north of Twin Falls (Blue Lakes and Addison). The transferred portion of the right, 12.0 acre feet (0.10 cfs), will be diverted from an existing well located at the RV Park facility. The transfer application will be subject to public notice and protest.

FEE MEMORANDUM

Date: December 13, 2023
To: OksTin Rea LLC, Austin Rea Transfer #88670 File
From: Benny Walker
Re: Receipting/disposition of fees paid

This transfer was filed on December 8, 2023, this transfer proposes to transfer 12.0 acre feet portion (0.10 cfs). The fee is based on the flow rate 0.10 cfs (47-8278) involved in the transfer. From the transfer fee schedule, the appropriate fee is \$200.00, which was paid by check #1500 from Snake River Management, Stanley V. & Diana S. Haye. The IDWR receipt number is S039876.

Benny Walker
Idaho Department of Water Resource
650 Addison Ave West
Twin Falls, Idaho 83301

RECEIVED
OCT 13 2023
DEPT OF WATER RESOURCES
SOUTHERN REGION

RE: Okstin Rea LLC Transfer

9/27/2023

Location: SWSW Section 10 T 10S R 16E
21234 Highway 30 Filer, Idaho 83328

RECEIVED

Snake River Management
403 East Center St
Kimberly, Id. 83341
208-731-9930

DEC 08 2023
DEPT OF WATER RESOURCES
SOUTHERN REGION

Dear Benny,

As per your letter dated, 9/ 19 /23I have addressed the issues and the completed changes are enclosed. I am applying this application of transfer for water rights from Moon Valley Development LLC to Okstin Rea LLC. This Application is for 12 AF going from Commercial to Commercial

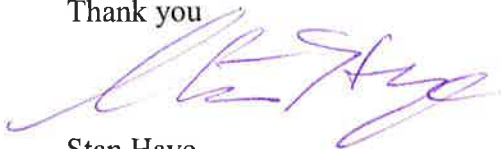
Present water rights are not adequate and need to be brought up to use for drinking and accommodating public restrooms and RV Park Facilities including vendors. at this location. See the location map attached to the transfer file.

At present the property on the corner of Highway 93 and 30 is being used for Recreation Soccer Fields entertainment and RV Parking.

In this transfer the present well will be used proposed with measuring device.

Please feel free to contact me if you have further questions about the operation.

Thank you



Stan Haye

Benny Walker
Idaho Department of Water Resource
650 Addison Ave West
Twin Falls, Idaho 83301

RECEIVED
DEC 08 2023
DEPT OF WATER RESOURCES
SOUTHERN REGION

RECEIVED
JUL 31 2023
DEPT OF WATER RESOURCES
SOUTHERN REGION

RE: Okstin LLC Transfer 7/7/2023

Location: SWSW Section 10 T 10S R 16E
21234 Highway 30 Filer, Idaho 83328

Snake River Management
4875 West Athens Ct
Eagle, Id. 83616
208-731-9930

RECEIVED
SEP 12 2023
DEPT OF WATER RESOURCES
SOUTHERN REGION

Dear Benny,

As per our conversation, I am applying this application of transfer for water rights from Moon Valley Development LLC to Okstin LLC. This Application is for 12 AF going from Commercial to Commercial

Present water rights are not adequate and need to be brought up to use for drinking and accommodating public restrooms and RV Park Facilities including vendors. at this location. See the location map attached to the transfer file.

At present the property on the corner of Highway 93 and 30 is being used for Recreation Soccer Fields entertainment and RV Parking.

In this transfer the present well will be used proposed with measuring device.

Please feel free to contact me if you have further questions about the operation.

Thank you


Stan Haye



IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858

Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

September 19, 2023

Stan Haye
Snake River Management
403 East Center Street
Kimberly ID 83341

RE: OksTin Rea, LLC Transfer Application

Dear Stan,

A recent review of the transfer application you submitted to the Idaho Department of Water Resources (Department) on behalf of OksTin Rea, LLC revealed issues and/or incomplete items that are needed for processing. As a result, we are returning the application. Items that need to be addressed are described as follows.

- 1) Application for Transfer of Water Right, Part 1 page 2. The representative's mailing address needs to be updated.
- 2) Application for Transfer of Water Right, Part 1 page 2. Signature of Applicant or Authorized Representative, Print Name and Title if applicable is left blank. The Department requires this line to be filled out.
- 3) Application for Transfer of Water Right, Part 1Continued page 4. #5 (b) property owner is incorrect (spelling) check deed.
- 4) Application for Transfer of Water Right, Part 2 page 5. The POU is incorrect, it should be the place of use where the water is coming from. The extra Part 2B is used if there is more than one water right, but it has the correct place of use.
- 5) A new Sales agreement needs to be submitted with the correct name for the buyers, OksTin Rea, LLC, and on page 6, the buyer's correct name above the signature with the signatory's printed name and title below the signature.
- 6) The General Power of Attorney, submitted has a different name, Brady Devey, than who signed the Document, Austin Rea for, correct name.
- 7) The legal description must be listed on all maps.

As indicated previously, the application is being returned. Please submit a new application within 30 days of the date of this letter.

If you have any questions, or if I can be of any further assistance, feel free to contact me at your convenience.

Sincerely,

A handwritten signature in blue ink that reads "Benny Walker". The signature is written in a cursive, flowing style.

Benny Walker
Water Resource Agent