IDAHO DEPARTMENT OF
WATER RESOURCES

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

Governor Brad Little Director Mathew Weaver

December 08, 2025

UNITED STATES OF AMERICA ACTING THROUGH
USDA FOREST SERVICE
324 25TH ST
OGDEN UT 84401-2310

RE: Change in Ownership for Water Right No(s): 63-3131, 63-17929

Dear Interested Parties:

The Idaho Department of Water Resources (Department) received a Notice of Change in Water Right Ownership (Notice) from you on June 24, 2025 for the above referenced water rights. The Notice could not be processed because we did not receive proper evidence of Water Right Ownership (documentation).

On July 30, 2025, the Department requested the required information from you. As of the date of this letter, the Department has not received the required information.

The Department is returning your Notice of Change in Water Right Ownership and the attachments. A refund of $50 has been requested and will be mailed to COLBY BERTALOTTO under separate cover from the Idaho State Controller's Office. You may re-submit your request with the appropriate documents and fees.

If you have any questions regarding this matter, please contact me at 208-287-4921.

Sincerely,

Debra Mansfield

Debra Mansfield
Technical Records Specialist 1

Enclosure(s)

c: FALL CREEK RETREAT LLC

Mansfield, Debra

From: Mansfield, Debra
Sent: Friday, December 5, 2025 3:39 PM
To: IdwrPayable
Subject: REFUND: COLBY BERTALOTTO

TO: Sascha Marston, Susan Steed

FROM: Debra Mansfield

DATE: December 5, 2025

RE: Refund: Notice Of Change In Water Right Ownership

The UNITED STATES OF AMERICA ACTING THROUGH USDA FOREST SERVICE submitted a Notice Of Change In Water Right Ownership for Water Rights 63-17929 & 63-31311 but did not provide the proper supporting documentation to complete the request.

Please issue a refund of $50.00 to:

COLBY BERTALOTTO
MOUNTAIN HOME RANGER DISTRICT
3080 Industrial Way
Mountain Home, ID 83647

RECEIPT #

C121776

Thank you,

Debra Mansfield | Technical Records Specialist 1
IDWR – State Office
322 E Front St, Boise ID 83702-7371
(208) 287-4921 | Debra.Mansfield@idwr.idaho.gov

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

RECEIVED
JUN 24 2025
DEPARTMENT OF WATER RESOURCES

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
63-17929	Yes ☐	Yes ☐		Yes ☐	Yes ☐
63-31311	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

COPY

2. Previous Owner's Name: Fall Creek Retreat LLC
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): United States of America on Behalf of the USDA Forest Service
   New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or

   324 25th Street | Ogden | UT | 84401
   Mailing address | City | State | Zip

   801-625-5809 | tyler.larsen@usda.gov
   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: 12/01/2023

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.

SUPPORT DATA
IN FILE # 63-17929

8. Signature: _____ Director of Lands 4-10-2025
   Signature of new owner/claimant | Title, if applicable | Date

   Print name

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

   Print name

For IDWR Office Use Only:

Receipted by BM Date 6-24-25 Receipt No. C121776 Receipt Amt. $50.00

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

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

USDA

Forest Service
U.S. Department of Agriculture

COPY

Map to Accompany Change in Ownership Form for 63-31311 and 63-17929



Water Right Location*

0 500 1000 1500
Feet

* Source: Idaho Department of Water Resources

RECEIVED
Aug 29, 2025
DEPARTMENT OF
WATER RESOURCES

Authorization ID: MTH133125
Contact Name: FALL CREEK RECREATIONAL RETREAT LLC
Expiration Date: 12/31/2027
Use Code: 133

FS-2700-5c (09/2020)
OMB No. 0596-0082

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE

COPY

RESORT/MARINA TERM SPECIAL USE PERMIT

Authority:
Act of March 4, 1915, 16 U.S.C. 497

FALL CREEK RECREATIONAL RETREAT LLC, 2147 S FALL CREEK RD, DANIEL BARRETT MOUNTAIN HOME, ID USA 83647.

FALL CREEK RECREATIONAL RETREAT LLC (the "holder") is authorized to use and occupy National Forest System (NFS) lands on the BOISE NATIONAL FOREST, subject to the terms of this term special use permit (the permit).

This permit covers 14.68 acres in Sec. 16, T. 1 N., R. 9 E., BOISE MERIDIAN (the permit area), as shown on the map incorporated into this permit as Appendix A. This permit is issued for the purpose of: Two story building with 13,700 square feet, which includes but is not necessarily limited to the following services: dining room, restaurant/bar, kitchen, fitness room with sauna, ten (10) overnight lodging rooms and an eighty (80) seat capacity banquet room facility, and wooden decking with patio facilities. The marina/store provides boat rentals (paddle and motor), self-service fuel station, RV dump station and general grocery store. The marina has the potential for a fifty (50) unit long term moorage facility. Outdoor camping is provided with fourteen (14) tent camping units without power and thirty-two (32) RV/tent camping units with power and water.

The following appendices are attached to and made a part of this permit:

APPENDIX A: Map of the Permit Area
APPENDIX B: Master Development Plan
APPENDIX C: Site Development Schedule
APPENDIX D: Operating Plan
APPENDIX E: Initial and Follow-Up Environmental Site Assessments
APPENDIX F: Authorized Improvements
APPENDIX G: Authorized Services
APPENDIX H: Gross Fixed Assets

I. GENERAL TERMS

A. AUTHORITY. This permit is issued pursuant to the Act of March 4, 1915, the Term Permit Act, 16 U.S.C. 497, and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

B. AUTHORIZED OFFICER. The authorized officer is the Forest Supervisor, a District Ranger, or the Station, Institute, or Area Director with delegated authority pursuant to Forest Service Manual 2700.

C. TERM. This permit shall expire at midnight on 12/31/2027 to provide for the holder to prepare a master development plan (MDP). Subject to acceptance of the MDP by the authorized officer, the term shall be extended for an additional 7 years, for a total of Not To Exceed 10 years , to provide the holder sufficient time to construct facilities in accordance with the site development schedule prepared under clause II.D, provided those facilities are included in the MDP and an application for those facilities has been submitted and approved by the authorized officer. The term shall be extended for an additional 10 years for a total of number Not To Exceed 20 years, if the holder is in compliance with the site development schedule prepared under clause II.D. The total term of this permit shall not exceed 30 years. If the holder fails to comply with all the provisions of this clause, this permit shall terminate.

COPY

D. CONTINUATION OF USE AND OCCUPANCY. This permit is not renewable. Prior to expiration of this permit, the holder may apply for a new permit for the use and occupancy authorized by this permit. Applications for a new permit must be submitted at least one year prior to expiration of this permit. Issuance of a new permit is at the sole discretion of the authorized officer. At a minimum, before issuing a new permit, the authorized officer shall ensure that (1) the use and occupancy to be authorized by the new permit are consistent with the standards and guidelines in the applicable land management plan; (2) the type of use and occupancy to be authorized by the new permit is the same as the type of use and occupancy authorized by this permit; and (3) the holder is in compliance with all the terms of this permit. The authorized officer may prescribe new terms when a new permit is issued.

E. AMENDMENT.

1. This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms that may be required by law, regulation, the applicable land management plan, or projects and activities implementing the land management plan pursuant to 36 CFR Part 218. The authorized officer shall amend the permit to authorize new, changed, or additional uses or NFS lands that have been approved by the authorized officer per 36 CFR 251.61.

2. At the sole discretion of the authorized officer, this permit may be amended to remove authorization to use any NFS lands not specifically covered in the master development plan for this permit or not needed for the use and occupancy authorized by this permit.

3. The holder may apply for an amendment to this permit to cover new or changed uses or areas. In approving or denying an amendment, the authorized officer shall consider, in addition to the requirements in applicable laws and regulations, the findings or recommendations of other affected agencies and whether the new or changed use or area can be accommodated by an amendment to this

permit, or whether a new permit should be issued.

F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS. In exercising the privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

G. NON-EXCLUSIVE USE. The use and occupancy authorized by this permit are not exclusive. The Forest Service reserves the right of access to the permit area, including a continuing right of physical entry to the permit area and authorized facilities and improvements for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation. The Forest Service reserves the right to allow others to use the permit area in any way that is not inconsistent with the holder's rights and privileges under this permit, after consultation with all parties involved. Except for any restrictions that the holder and the authorized officer agree are necessary to protect the installation and operation of authorized improvements, the permit area shall remain open to the public for all lawful purposes.

COPY

H. ASSIGNABILITY. This permit is not assignable or transferable.

I. TRANSFER OF TITLE TO THE IMPROVEMENTS

1. Notification of Transfer. The holder shall notify the authorized officer when a transfer of title to all or part of the improvements is planned.

2. Transfer of Title. Any transfer of title to the improvements covered by this permit shall result in termination of the permit. The party who acquires title to the improvements must submit an application for a permit. The Forest Service is not obligated to issue a new permit to the party who acquires title to the improvements. The authorized officer shall determine that the applicant meets requirements under applicable federal regulations.

J. CHANGE IN CONTROL OF THE BUSINESS ENTITY

1. Notification of Change in Control. The holder shall notify the authorized officer when a change in control of the business entity that holds this permit is planned.

(a) In the case of a corporation, control is an interest, beneficial or otherwise, of sufficient outstanding voting securities or capital of the business so as to permit the exercise of managerial authority over the actions and operations of the corporation or election of a majority of the board of directors of the corporation.

(b) In the case of a partnership, limited partnership, joint venture, or individual entrepreneurship, control is a beneficial ownership of or interest in the entity or its capital so as to permit the exercise of

managerial authority over the actions and operations of the entity.

(c) In other circumstances, control is any arrangement under which a third party has the ability to exercise management authority over the actions or operations of the business.

2. Effect of Change in Control. Any change in control of the business entity as defined in clause I.J.1 shall result in termination of this permit. The party acquiring control must submit an application for a special use permit. The Forest Service is not obligated to issue a new permit to the party who acquires control. The authorized officer shall determine whether the applicant meets the requirements established by applicable federal regulations.

II. IMPROVEMENTS

A. LIMITATIONS ON USE. Nothing in this permit gives or implies permission to build or maintain any structure or facility or to conduct any activity unless specifically authorized by this permit. Any use not specifically authorized by this permit must be proposed in accordance with 36 CFR 251.54 or 251.61. Approval of such a proposed use through issuance of a new permit or permit amendment is at the sole discretion of the authorized officer.

COPY

B. DRAWINGS. All drawings for development, layout, construction, reconstruction, or alteration of improvements in the permit area, as well as revisions to those drawings, must be prepared by a licensed engineer, architect, landscape architect, or other qualified professional acceptable to the authorized officer. These drawings and drawing revisions must have written approval from the authorized officer before they are implemented. The authorized officer may require the holder to furnish as-built drawings, maps, or surveys upon completion of the work.

C. MASTER DEVELOPMENT PLAN. The holder shall prepare and maintain, in a form acceptable to the Forest Service, a master development plan (MDP) encompassing the entire operation presently envisioned for development in connection with the NFS lands authorized by this permit. The MDP should encompass all NFS lands authorized for use by this permit. For planning purposes, a capacity for use measured in people-at-one time shall be established in the MDP. Upon acceptance by the authorized officer, the MDP shall become a part of this permit. Overall development at the resort or marina authorized by the permit shall not exceed the capacity established in the MDP, and additional construction beyond maintenance of existing improvements at the resort or marina covered by this permit shall not be authorized without amendment of the MDP and without the requisite environmental analysis and documentation needed to support that additional construction or development under the National Environmental Policy Act (NEPA). The holder shall propose any changes to the MDP in a form acceptable to the Forest Service and shall submit the proposed changes to the authorized officer. Once accepted, the revised MDP shall be incorporated into this permit as Appendix B. Acceptance of the original or revised MDP by the authorized officer does not authorize new development or uses. The authorized officer's acceptance of the original or revised MDP does not constitute approval of its contents or provide any assurance that any particular item in the original or revised MDP will be authorized by the Forest Service or constructed by the holder. No rights or obligations of the holder or the Forest Service are determined by the authorized officer's acceptance of the original or revised MDP, nor do any legal consequences, including the requirement to conduct environmental analysis under

NEPA, flow from the authorized officer's acceptance of the original or revised MDP.

D. SITE DEVELOPMENT SCHEDULE. The holder and the Forest Service jointly shall prepare a site development schedule, which shall be incorporated into this permit as Appendix C, before any construction occurs in the permit area. The site development schedule shall list improvements in the master development plan and any amendments to the plan in order of priority, the starting date for their construction, and the due date for their completion. All required plans and specifications for improvements included in the site development schedule shall be properly certified and submitted to the authorized officer at least 45 days before the starting date for their construction. The holder may accelerate the scheduled date for completion of any improvement, as long as the other scheduled improvements are completed on time and to the satisfaction of the authorized officer. Any other changes to the site development schedule must have prior written approval from the authorized officer. Pursuant to clause IV.L, the authorized officer may require a performance bond for improvements constructed under a site development schedule.

III. OPERATIONS

A. OPERATING PLAN. The holder shall prepare and annually revise by March 31st an operating plan. The operating plan shall be prepared in consultation with the authorized officer or the authorized officer's designated representative and shall cover all operations authorized by this permit. The operating plan shall outline steps the holder will take to protect public health and safety and the environment and shall include sufficient detail and standards to enable the Forest Service to monitor the holder's operations for compliance with the terms of this permit. The operating plan shall identify and schedule any inspections that the holder is required to conduct at the holder's expense. The operating plan shall be submitted by the holder and approved in writing by the authorized officer or the authorized officer's designated representative prior to commencement of operations and shall be incorporated into this permit as Appendix D. Any operating plan revisions shall be submitted by the holder and approved in writing by the authorized officer or the authorized officer's designated representative before they are implemented. The authorized officer may require an annual meeting with the holder to discuss the terms of the permit or operating plan, update gross fixed assets when the land use fee is calculated under the graduated rate fee system, provide annual use reports, determine need for performance bond for construction projects and amount of bond or other concerns either party may have.

COPY

B. PERIOD OF USE. The use and occupancy authorized by this permit shall be in normal operation at least 274 days each year or season. Failure of the holder to exercise this minimum use may result in revocation of this permit under clause VII.A.

C. RESPONSIBILITY FOR DAY-TO-DAY ACTIVITIES. As a general rule, the holder shall conduct the day-to-day activities authorized by this permit. A limited amount of activities may be conducted by a party other than the holder, but only with prior written approval of the authorized officer. The holder shall continue to be responsible for compliance with all the terms of this permit.

D. LEASING. Subject to clause III.C, the holder may lease authorized concessions and improvements owned by the holder that are located within the permit area with the prior written approval of the

authorized officer. The Forest Service reserves the right to disapprove these leases. The holder shall remain responsible for compliance of the leased concessions and improvements with all the terms of this permit.

E. CONDITION OF OPERATIONS. The holder shall maintain the authorized improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this permit. Standards are subject to periodic change by the authorized officer.

F. USE OF NATIONAL FOREST SYSTEM ROADS AND NATIONAL FOREST SYSTEM TRAILS. The holder's use of National Forest System roads and National Forest System trails shall comply with applicable requirements in 36 CFR Part 212, Subpart A; 36 CFR Part 261, Subpart A; and orders issued under 36 CFR Part 261, Subpart B. Motor vehicle use shall be consistent with designations made under 36 CFR Part 212, Subpart B, unless specifically provided otherwise in the operating plan. Over-snow vehicle use shall be consistent with designations made under 36 CFR Part 212, Subpart C, unless specifically provided otherwise in the operating plan.

G. MONITORING BY THE FOREST SERVICE. The Forest Service shall monitor the holder's operations and reserves the right to inspect the permit area and authorized facilities and improvements at any time for compliance with the terms of this permit. The holder shall comply with inspection requirements deemed appropriate by the authorized officer. The obligations of the holder under this permit are not contingent upon any duty of the Forest Service to inspect the permit area or authorized facilities or improvements. A failure by the Forest Service or other governmental officials to inspect is not a defense to noncompliance with any of the terms of this permit.

COPY

H. CUTTING, DISPOSAL, AND PLANTING OF VEGETATION. This permit does not authorize the cutting of trees, brush, shrubs, and other plants ("vegetation"). Vegetation may be cut, destroyed, or trimmed only after the authorized officer or the authorized officer's designated agent has approved in writing and marked or otherwise identified what may be cut, destroyed, or trimmed. The holder shall notify the authorized officer when approved cutting, destruction, or trimming of vegetation has been completed. The Forest Service shall determine in advance of felling the method of disposal of trees felled in the permit area that meet utilization standards. Disposal may be by sale or without charge per 36 CFR Part 223, as may be most advantageous to the United States. Debris from felling that does not meet utilization standards shall also be disposed of according to methods determined by the Forest Service. Planting of vegetation in the permit area must have prior written approval from the authorized officer.

I. SIGNAGE. Signage posted on NFS lands must have prior written approval of the authorized officer.

J. REFUSE DISPOSAL. The holder shall comply with all applicable federal, state, and local requirements related to the disposal of refuse resulting from the use and occupancy authorized by this permit.

K. SANITATION. The operation and maintenance of all sanitation, food service, and water-supply methods, systems, and facilities shall comply with applicable standards set by state and local health departments.

L. DRINKING WATER SYSTEM. The holder, as the water supplier and owner or operator of the drinking water system for the facilities authorized by this permit, is responsible for compliance with all applicable federal, state, and local drinking water laws and regulations governing operation and maintenance of a public drinking water system, including but not limited to developing, operating, and maintaining the system and conducting drinking water testing and taking appropriate corrective and follow-up actions in accordance with federal, state, and any other applicable requirements. For purposes of this permit, public water systems are defined in accordance with the Safe Drinking Water Act, as amended (42 U.S.C. 300f *et seq*.), and the National Primary Drinking Water Regulations, 40 CFR Part 141, or state regulations, if more stringent. The holder shall retain all drinking water system records as required by applicable laws and regulations. The holder agrees to make the records available to the Forest Service and to any other regulatory agency authorized to review Forest Service activities.

COPY

M. SALE OF ALCOHOLIC BEVERAGES. The sale of liquor, beer, wine, and other types of alcoholic beverages is allowed in the permit area, provided the holder has a valid state liquor license. However, in the event of a violation of any liquor law or regulation, the authorized officer may require that the sale of alcoholic beverages shall cease. The holder shall be informed in writing by the authorized officer if the sale of alcoholic beverages must cease.

N. GAMBLING. Gambling and gambling machines and devices are prohibited on NFS lands, regardless of whether they are lawful under state or local law.

O. NONDISCRIMINATION

1. The holder and its employees shall not discriminate against any person on the basis of race, color, sex (in educational and training programs), national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In addition, the holder and its employees shall comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and the Age Discrimination Act of 1975, as amended.

2. The holder shall include and require compliance with the above nondiscrimination provisions in any third-party agreement made with respect to the operations authorized under this permit.

3. The Forest Service shall furnish signs setting forth this policy of nondiscrimination. These signs shall be conspicuously displayed at the public entrance to the permit area and at other exterior or interior locations, as directed by the Forest Service.

4. The Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the violation occurs.

P. EQUAL ACCESS TO FEDERAL PROGRAMS. In addition to the above nondiscrimination policy, the

holder agrees to ensure that its programs and activities are open to the general public on an equal basis and without regard to any non-merit factor.

Q. PROHIBITION OF TIME-SHARE ARRANGEMENTS. No commercial facilities or equipment authorized under this permit will be operated under a time-share or interval-ownership arrangement. All authorized facilities and equipment shall be made available to the general public on a short-term rental basis.

R. HOLDER'S REPRESENTATIVE. The holder or the holder's designated representative shall be within the permit area at all times when the facilities are open to the public. The holder shall notify the authorized officer in writing who the holder's representative will be.

S. HOLDER'S AND USERS' CONDUCT. Disorderly or otherwise objectionable conduct by the holder or those occupying the permit area with the holder's permission shall be cause for revocation or suspension of this permit.

COPY

T. REGULATING SERVICES AND RATES. The authorized officer shall have the authority to regulate the adequacy and type of services provided the public under this permit and to require that these services conform to satisfactory standards. The holder may be required to furnish a schedule of prices for sales and services authorized by the permit. These prices may be regulated by the authorized officer, provided that the holder shall not be required to charge prices significantly different from those charged by comparable or competing enterprises.

U. ADVERTISING. The holder, either orally or in advertisements, signs, circulars, brochures, letterheads, and like materials, shall not misrepresent in any way the accommodations provided, the status of the permit, or the ownership of the permit area or adjacent lands. The fact that the authorized facilities and services are located in the BOISE NATIONAL FOREST shall be explicitly stated in all the holder's brochures and print advertising regarding the operations authorized by this permit.

V. BOATING SAFETY.

1. Boating Laws. Where boats and motors are to be rented to the general public, the holder shall comply with the provisions of all State and Federal boating laws. The holder shall post at each boathouse, dock or wharf, the rules for safe operation.

2. Boating Safety Plan. A comprehensive safety plan shall be jointly prepared by the holder and the authorized officer in charge and the provisions thereof will be executed by the holder. This plan shall be reviewed annually and revised as needed. It will include consideration of hazards involved in the use and enjoyment of the permitted area and lake facilities. It will include provisions for adequate instructions, signs, warnings, signals, banners, buoys, and other safety precautions necessary to provide public safety regarding mechanical equipment and other sources of personal injury.

3. Safety Testing. The Forest Service reserves the right to test any and all boats, canoes, and other devices for water travel to determine their stability and safety and to suspend or prohibit their use if, in

the opinion of the Forest Service, they do not comply with the minimum safety requirements of the permit.

IV. RIGHTS AND LIABILITIES

A. LEGAL EFFECT OF THE PERMIT. This permit, which is revocable and terminable, is not a contract or a lease, but rather a federal license. The benefits and requirements conferred by this authorization are reviewable solely under the procedures set forth in 36 CFR Part 214 and 5 U.S.C. 704. This permit does not constitute a contract for purposes of the Contract Disputes Act, 41 U.S.C. 601. The permit is not real property, does not convey any interest in real property, and may not be used as collateral for a loan.

B. VALID EXISTING RIGHTS. This permit is subject to all valid existing rights. Valid existing rights include those derived under mining and mineral leasing laws of the United States. The United States is not liable to the holder for the exercise of any such right.

C. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS. The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit.

COPY

D. NO WARRANTY OF ACCESS, SITE SUITABILITY, OR SERVICES. This permit authorizes the use and occupancy of NFS lands by the holder for the purposes identified in this permit. The Forest Service does not make any express or implied warranty of access to the permit area, of the suitability of the permit area for the authorized uses, or for the furnishing of road or trail maintenance, water, fire protection services, search and rescue services, or any other services by a government agency, utility, association, or individual.

E. RISK OF LOSS. The holder assumes all risk of loss to the authorized improvements and all risk of loss of use and occupancy of the permit area, in whole or in part, due to public health and safety or environmental hazards. Loss to the authorized improvements and of use and occupancy of the permit area may result from but is not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), environmental contamination, avalanches, rising waters, winds, falling limbs or trees, and other forces of nature. If any authorized improvements are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, this permit shall terminate as to those improvements. If the authorized officer determines that any portions of the permit area cannot be safely occupied due to a public health or safety or environmental hazard, this permit shall terminate as to those portions of the permit area. Termination under this clause shall not give rise to any claim for damages, including lost profits and the value of the improvements, by the holder against the Forest Service.

F. WATER FACILITIES AND WATER RIGHTS

1. Water Facilities. No ditch, reservoir, well, spring, seepage, or other facility to pump, divert, store, or convey water (hereinafter "water facilities") for which the point of diversion, storage, or withdrawal is on NFS lands may be initiated, developed, certified, or adjudicated by the holder unless expressly authorized in this permit. The authorization of any water facilities in the permit area is granted to allow use of water only in connection with the resort and campground authorized by this permit. If the use of

any water facilities in connection with this resort and campground ceases, the authorization to use any associated water facilities terminates. The United States may place conditions on installation, operation, maintenance, and removal of water facilities that are necessary to protect public property, public safety, and natural resources on NFS lands in compliance with applicable law. Any change in a water facility, including a change in the ownership or beneficial use of water or location of use of water from a water facility, that is not expressly authorized in this permit shall result in termination of the authorization for that water facility.

2. Water Rights. This permit does not confer any water rights on the holder. The term "water rights" includes all authorizations, such as certificates, reservations, decrees, or permits, for water use issued under state law. Any necessary water rights must be acquired and maintained by the holder in accordance with State law and the terms of this permit. After this permit is issued, all water rights obtained by the holder for facilities that divert or pump water from sources located on NFS lands for use on NFS lands, whether authorized or unauthorized, are for the benefit of the United States and shall be acquired in the name of the United States. Any expenses for acquiring and maintaining water rights shall be the responsibility of the holder and not the responsibility of the United States. The United States reserves the right to take all actions necessary to maintain and protect any right to divert and use water on site.

COPY

WATER RIGHTS HELD IN THE NAME OF THE UNITED STATES (if none, so state)

State ID #	Owner	Purpose of Use	Decree, License, or Certificate #	Point of Diversion	Point of Use
	USDA Forest Service	Commercial	63-19526	SWSWNE, T01N, R09E, S16	Commercial
	USDA Forest Service	Commercial	63-24525	NWSE, T01N, R09E, S16	Domestic

3. Water Rights Acquired in the Name of the Holder.

a. Identification of Water Rights.

WATER RIGHTS HELD IN THE NAME OF THE HOLDER (if none, so state)

State ID #	Owner	Purpose of Use	Decree, License, or Certificate #	Point of Diversion	Point of Use
	James G. Patchin and Marilyn S. Patchin	Domestic - 2 Cabins	63-17929	NWSENE, T01N, R09E, S16	Commercial
63-31311 - Idaho	Fall Creek Recreational Retreat LLC	Commercial	63-24525	SW1/4NE1/4, T01N, R09E, S16	Domestic

b. Termination or Revocation. Upon termination or revocation or of this permit, the holder shall transfer the water rights enumerated in clause IV.F.3(a) to any succeeding permit holder, for use only in connection with the recreation residence, resort, marina, or specify other use authorized by this permit. If that use is not reauthorized, the holder shall promptly petition in accordance with State law to remove from NFS lands the point of diversion and water use associated with the water rights enumerated in clause IV.F.3(a) or shall transfer these water rights to the United States.

COPY

c. Documentation of Transfer. The holder and the holder's heirs and assignees shall execute and properly file any document necessary to transfer ownership of the water rights enumerated in clause IV.F.3(a) to a succeeding permit holder or the United States. By executing this permit, the holder hereby grants limited power of attorney to the authorized officer to execute any document on behalf of the holder as may be necessary to transfer the water rights enumerated in clause IV.F.3(a) to a succeeding permit holder or the United States.

Holder's initials and date: _____

d. Waiver. The holder waives any claims against the United States for compensation for any water rights subject to clause IV.F.3 that are transferred, removed, or relinquished as a result of revocation or termination of this permit or for compensation in connection with imposition of any conditions on installation, operation, maintenance, and removal of water facilities associated with water rights enumerated in clause IV.F.3(a).

G. DAMAGE TO UNITED STATES PROPERTY. The holder has an affirmative duty to protect from damage the land, property, and other interests of the United States that are associated with the use and occupancy authorized by this permit. Damage includes but is not limited to destruction of or damage to NFS lands, fire suppression costs, and destruction of or damage to federally owned improvements.

1. The holder shall be liable for all injury, loss, or damage, including fire suppression, prevention and control of the spread of invasive species, and the costs of rehabilitation or restoration of natural resources, resulting from the holder's use and occupancy of the permit area. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration,

cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs. Such costs may be deducted from a performance bond required under clause IV.L.

2. The holder shall be liable for damage to all roads and trails of the United States caused by use of the holder or the holder's heirs, assignees, agents, employees, contractors, or lessees to the same extent as provided under clause IV.G.1, except that liability shall not include reasonable and ordinary wear and tear.

H. HEALTH AND SAFETY. The holder shall take all measures necessary to protect the health and safety of all persons affected by the use and occupancy authorized by this permit. The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any physical or mechanical procedure, activity, event, or condition existing or occurring in connection with the authorized use and occupancy during the term of this permit that causes or threatens to cause a hazard to the health or safety of the public or the holder's employees, agents, or contractors. The holder shall as soon as practicable notify the authorized officer of all serious accidents that occur in connection with these procedures, activities, events, or conditions. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations of the holder for hazardous conditions or compliance with health and safety standards.

I. ENVIRONMENTAL PROTECTION

COPY

1. Compliance with Environmental Laws. The holder shall in connection with the use and occupancy authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., the Oil Pollution Act, as amended, 33 U.S.C. 2701 et seq., the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 et seq., and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f et seq.

2. Definition of Hazardous Material. For purposes of clause IV.I and section V, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of CERCLA, 42 U.S.C. 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws.

3. Environmental Site Assessments (SAs). Except as provided in clause IV.I.3(c), the holder is required to submit for written approval by the authorized officer an initial SA prior to use and occupancy under this permit and a follow-up SA prior to termination or upon revocation of this permit. The initial and

follow-up SAs shall be incorporated into this permit as Appendix E.

(a) Purposes. The purpose of initial and follow-up SAs is to identify Recognized Environmental Conditions in the permit area, that is, the presence or likely presence of any hazardous substances or petroleum products in, on, or at the permit area: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. A comparison of the initial and follow-up SAs shall assist the authorized officer in determining whether any environmental cleanup or restoration is required as a result of the use and occupancy. Any cleanup or restoration shall be completed promptly by the holder in accordance with all applicable federal, state, and local laws and regulations, to the satisfaction of the authorized officer and at no expense to the United States.

COPY

(b) Standard. All SAs must be conducted by the holder's environmental professional with the requisite certification and experience and must meet the objectives and performance factors of 40 CFR Part 312, Innocent Landowners, Standards for Conducting All Appropriate Inquiries. The holder may use The American Society for Testing and Materials (ASTM) guideline E1527-13, entitled Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, or the most recent version (40 CFR 312.11(b)), or select an alternate practice that constitutes all appropriate inquiries consistent with good commercial and customary practices.

(c) Exceptions. If a new permit will be issued to the same holder upon expiration of this permit, the follow-up SA shall satisfy the requirement for an initial SA for the new permit. Initial and follow-up SAs are not required when this permit is revoked at the request of the holder and a new permit is issued to the holder for the balance of this permit's term or when this permit is reissued for the balance of its term to the holder due to a modification pursuant to 36 CFR 251.61(a), provided that an initial SA shall be completed in either of these scenarios if one has not been done by the holder. When a new permit is issued due to transfer of title to the improvements or change in control of the business entity that holds this permit, the holder may rely on the initial SA performed by the future holder, provided that it is accepted by the authorized officer prior to termination of this permit.

(d) Cleanup or Other Remedial Action Based on the Initial SA. If the initial SA shows that a hazardous substance release is present in the permit area, the holder shall be responsible for any cleanup or other remedial action that the Forest Service determines to be required in the permit area based on the initial SA. The level of cleanup or other remedial action shall be commensurate with the holder's intended use and occupancy of the permit area and shall be completed before the holder's use and occupancy commence.

4. Oil Discharges and Release of Hazardous Materials. The holder shall immediately notify all appropriate response authorities, including the National Response Center and the authorized officer or the authorized officer's designated representative, of any oil discharge or of the release of a hazardous material in the permit area in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153 and 40 CFR Part 302. For the purposes of this requirement, "oil" is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The holder shall immediately notify the authorized officer or the authorized officer's designated representative of any release or threatened

release of any hazardous material in or near the permit area which may be harmful to public health or welfare or which may adversely affect natural resources on federal lands.

5. Remediation of Release of Hazardous Materials. The holder shall remediate any release, threat of release, or discharge of hazardous materials that occurs in connection with the holder's activities in the permit area, including activities conducted by the holder's agents, employees, contractors, or lessees and regardless of whether those activities are authorized under this permit. The holder shall perform remediation in accordance with applicable law immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this permit, the holder shall deliver the site to the Forest Service in compliance with all applicable laws and regulations and free and clear of contamination.

J. INDEMNIFICATION OF THE UNITED STATES. The holder shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use and occupancy authorized by this permit. This indemnification provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assignees, agents, employees, contractors, or lessees in connection with the use and occupancy authorized by this permit which result in (1) violations of any laws and regulations which are now or which may in the future become applicable; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any solid waste, hazardous waste, hazardous materials, pollutant, contaminant, oil in any form, or petroleum product into the environment. The authorized officer may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative activities to mitigate damages in combination with or as an alternative to monetary indemnification.

COPY

K. INSURANCE. The holder shall furnish proof of insurance, such as a certificate of insurance, to the authorized officer prior to issuance of this permit and each year thereafter that this permit is in effect. The Forest Service reserves the right to review the insurance policy and require any changes needed to ensure adequate coverage of the United States in connection with the authorized use and occupancy. The holder shall send an authenticated copy of any insurance policy obtained pursuant to this clause to the authorized officer immediately upon issuance of the policy. Any insurance policies obtained by the holder pursuant to this clause shall name the United States as an additional insured in an endorsement to the policy, and the additional insured provision shall provide for insurance coverage for the United States as required under this clause and to the extent of the full limits of insurance available to the holder. The holder shall give 30 days prior written notice to the authorized officer of cancellation of or any modification to the insurance policy. The certificate of insurance, the authenticated copy of the insurance policy, and written notice of cancellation or modification of insurance policies should be sent to USDA Forest Service, Boise National Forest, Mountain Home Ranger District, 3080 Industrial Way, Mountain Home, ID 83647. Minimum amounts of coverage and other insurance requirements are subject to change at the sole discretion of the authorized officer on the anniversary date of this permit.

1. The holder shall have in force liability insurance covering losses associated with the use and occupancy authorized by this permit arising from personal injury or death and third-party property

damage in the minimum amount of $500,000.00 as a combined single limit per occurrence.

2. Depending on the holder's operations, the Forest Service may require the holder to demonstrate the availability of funds to address any release or threatened release of hazardous materials that may occur in connection with the holder's use and occupancy. Any requirements imposed would be established case by case by the authorized officer based on the degree of environmental risk from the holder's operations. The storage and use of normal maintenance supplies in nominal amounts generally would not trigger financial assurance requirements.

L. BONDING. The authorized officer may require the holder to furnish a surety bond or other security for any of the obligations imposed by the terms of this permit or any applicable law, regulation, or order.

V. RESOURCE PROTECTION

COPY

A. WATER POLLUTION. No waste or by-product shall be discharged into water in connection with the use and occupancy authorized by this permit except in full compliance with all applicable federal, state, and local environmental and other laws. Storage facilities for materials capable of causing water pollution, if accidentally discharged, shall be located so as to prevent any spillage into waters or channels leading into water except in full compliance with all applicable federal, state, and local environmental and other laws.

B. SCENIC VALUES. The holder shall protect the scenic values of the permit area, and the adjacent land to the greatest extent possible during construction, operation, and maintenance of the authorized improvements.

C. VANDALISM. The holder shall take reasonable measures to prevent and discourage vandalism or disorderly conduct and when necessary shall contact the appropriate law enforcement officer to address these problems.

D. PESTICIDE USE

1. Authorized Officer Concurrence. Pesticides may not be used outside of buildings in the permit area to control pests, including undesirable woody and herbaceous vegetation (including aquatic plants), insects, birds, rodents, or fish without prior written concurrence of the authorized officer. Only those products registered or otherwise authorized by the U.S. Environmental Protection Agency and appropriate State authority for the specific purpose planned shall be authorized for use within areas on NFS lands.

2. Pesticide-Use Proposal. Requests for concurrence of any planned uses of pesticides shall be provided in advance using the Pesticide-Use Proposal (form FS-2100-2). Annually the holder shall, on the due date established by the authorized officer, submit requests for any new, or continued, pesticide usage. The Pesticide-Use Proposal shall cover a 12-month period of planned use. The Pesticide-Use Proposal shall be submitted at least 60 days in advance of pesticide application. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests require control

measures which were not anticipated at the time a Pesticide-Use Proposal was submitted.

3. Safety Plan. Before applying pesticides in the permit area, the holder shall submit to the authorized officer a safety plan that includes, at a minimum, a precise statement of the treatment objectives; a description of the equipment, materials, and supplies to be used, including pesticide formulation, quantities, and application methods; a description of the lines of responsibility for project planning, project monitoring, and after-action review; a description of any necessary interagency coordination; a copy of the current Pesticide-Use Proposal for the permit; a description of the process by which treatment effectiveness will be determined; and a spill plan, communications plan, security plan, and when required by applicable local requirements, a provision for prior notification to sensitive individuals.

4. Reporting. By September 30th annually, the holder shall submit to the authorized officer a written report of each pesticide application project completed during the previous 12-month period. The report shall contain information pertaining to the pesticide application projects as requested by the authorized officer.

5. Labeling, Laws, and Regulations. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers. No pesticide waste, excess materials, or containers shall be disposed of in any area administered by the Forest Service.

COPY

E. ARCHAEOLOGICAL AND PALEONTOLOGICAL DISCOVERIES. The holder shall immediately notify the authorized officer of any antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered in connection with the use and occupancy authorized by this permit. The holder shall leave these discoveries intact and in place until otherwise directed by the authorized officer.

F. NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION (NAGPRA). In accordance with 25 U.S.C. 3002 (d) and 43 CFR 10.4, if the holder inadvertently discovers human remains, funerary objects, sacred objects, or objects of cultural patrimony on NFS lands, the holder shall immediately cease work in the area of the discovery and shall leave the discoveries intact and in place. The holder shall follow the applicable NAGPRA protocols for the undertaking provided in the NAGPRA plan of action or the NAGPRA comprehensive agreement; if there are no such agreed-upon protocols, the holder shall as soon as practicable notify the authorized officer of the discovery and shall follow up with written confirmation of the discovery. The activity that resulted in the inadvertent discovery may not resume until 30 days after the authorized officer certifies receipt of the written confirmation, if resumption of the activity is otherwise lawful, or at any time if a NAGPRA plan of action has been executed by the Forest Service following tribal consultation and any preconditions have been met.

G. PROTECTION OF THREATENED AND ENDANGERED SPECIES, SENSITIVE SPECIES, AND SPECIES OF CONSERVATION CONCERN AND THEIR HABITAT

1. Threatened and Endangered Species and Their Habitat. The location of sites within the permit area

needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA) of 1973, 16 U.S.C. 531 et seq., as amended, or within designated critical habitat shall be shown on a map in an appendix to this permit and may be shown on the ground. The holder shall take any protective and mitigation measures specified by the authorized officer as necessary and appropriate to avoid or reduce effects on listed species or designated critical habitat affected by the authorized use and occupancy. Discovery by the holder or the Forest Service of other sites within the permit area containing threatened or endangered species or designated critical habitat not shown on the map in the appendix shall be promptly reported to the other party and shall be added to the map.

2. Sensitive Species and Species of Conservation Concern and Their Habitat. The location of sites within the permit area needing special measures for protection of plants or animals designated by the Regional Forester as sensitive species or as species of conservation concern pursuant to FSM 2670 shall be shown on a map in an appendix to this permit and may be shown on the ground. The holder shall take any protective and mitigation measures specified by the authorized officer as necessary and appropriate to avoid or reduce effects on sensitive species or species of conservation concern or their habitat affected by the authorized use and occupancy. Discovery by the holder or the Forest Service of other sites within the permit area containing sensitive species or species of conservation concern or their habitat not shown on the map in the appendix shall be promptly reported to the other party and shall be added to the map.

COPY

H. CONSENT TO STORE HAZARDOUS MATERIALS. The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include or, in the case of approval provided after this permit is issued, shall be amended to include specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill or release prevention and control plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

1. If the holder receives consent to store hazardous material, the holder shall identify to the Forest Service any hazardous material to be stored at the site. Such identification information shall be consistent with column (1) of the table of hazardous materials and special provisions enumerated at 49 CFR 172.101 whenever the hazardous material appears in that table. For hazard communication purposes, the holder shall maintain Material Safety Data Sheets for any stored hazardous chemicals, consistent with 29 CFR 1910.1200(c) and (g). In addition, all hazardous materials stored by the holder shall be used, labeled, stored, transported, and disposed of in accordance with all applicable federal, state, and local laws and regulations.

2. If hazardous materials are used or stored at the site, the authorized officer may require the holder to deliver and maintain a surety bond in accordance with clause IV.L.

3. The holder shall not release any hazardous material onto land or into rivers, streams, impoundments, or natural or artificial channels leading to them. All prudent and safe attempts must be made to contain any release of these materials. The authorized officer may specify conditions that must be met, including conditions more stringent than those imposed by federal, state, and local regulations, to

prevent releases and protect natural resources.

4. If the holder uses or stores hazardous materials at the site, upon revocation or termination of this permit the holder shall provide the Forest Service with a report certified by a professional or professionals acceptable to the Forest Service that the permit area is uncontaminated by the presence of hazardous materials and that there has not been a release or discharge of hazardous materials upon the permit area, into surface water at or near the permit area, or into groundwater below the permit area during the term of the permit. If a release or discharge has occurred, the professional or professionals shall document and certify that the release or discharge has been fully remediated and that the permit area is in compliance with all applicable federal, state, and local laws and regulations.

I. WATER WELLS AND ASSOCIATED PIPELINES

1. Other Jurisdictional Requirements. Clause IV.F governs water rights and water facilities. The holder shall obtain all required state and local water permits, licenses, registrations, certificates, or rights and shall provide a copy of them to the authorized officer. For new wells, this information shall be provided prior to disturbing NFS lands for the purpose of water use or development.

2. Well Construction or Development. For new or reconstruction of existing wells, the holder shall prepare a well construction and development plan and submit it to the authorized officer for approval. The well development and construction plan must have prior written approval from the authorized officer before well construction or development is initiated. The holder shall follow applicable federal, state, and local standards for design, construction, and development of new wells or reconstruction of existing wells. If such standards do not exist, the holder shall follow applicable standards issued by the American Society for Testing and Materials (ASTM), American Water Works Association (AWWA), or National Ground Water Association (NGWA). The construction and development plan must identify all potential sources for any proposed water injection during well construction or development. Only non-chlorinated, potable water may be injected during construction or development of wells to be used for monitoring or water withdrawal. Copies of all documentation for drilling, constructing, or developing wells, including all drilling, boring, and well construction logs, shall be provided to the authorized officer within 60 days of completion of work.

COPY

3. Well Decommissioning. The holder shall properly decommission and abandon all wells that are no longer needed or maintained in accordance with applicable federal, state, and local standards for water well abandonment. If such standards do not exist, the holder shall follow applicable standards issued by the ASTM, AWWA, or NGWA. At least 30 days prior to initiation of well decommissioning, the holder shall submit a well decommissioning plan to the authorized officer. The well decommissioning plan shall have written approval from the authorized officer before well decommissioning is initiated. All documentation of well decommissioning shall be provided to the authorized officer within 60 days of completion of the work.

VI. LAND USE FEE AND DEBT COLLECTION

A. LAND USE FEE. The holder shall pay an annual land use fee of $1,900.00 for the period from January 1st to December 31st and thereafter annually on January 1st, in the amount of $1,900.00.

B. MODIFICATION OF THE LAND USE FEE. The land use fee may be revised whenever necessary to reflect the market value of the authorized use or when the fee system used to calculate the land use fee is modified or replaced.

C. LAND USE FEE. The holder shall pay market value for the use and occupancy of NFS lands for operation of the authorized facilities as determined by the Graduated Rate Fee System (GRFS). The land use fee may be readjusted every 5 years to ensure that the land use fee is commensurate with the market value of the use and occupancy authorized by this permit.

1. The provisions of GRFS identified under this permit may be revised by the Forest Service to reflect changed times and conditions. Changes shall become effective when:

(a) mutually agreed;

(b) this permit is amended for other purposes; or

COPY

(c) a new permit is issued (including after termination of this permit).

2. GRFS may be replaced in its entirety by the Chief of the Forest Service if a new generally applicable land use fee system is imposed affecting all holders of authorizations under 16 U.S.C. 497. Replacement shall become effective on the beginning of the holder's business year.

D. LAND USE FEES UNDER GRFS. The annual land use fees due the United States for those activities authorized by this permit shall be calculated on sales according to the following schedule:

Kind of Business	Break-even point (Sales to GFA) (Percentage)	Rate Base (Percentage)	Balance of Sales Rate (Percentage)
Grocery	70	.75	1.13
Service, Food	70	1.25	1.88
Service, Car	70	1.30	1.95
Merchandise	70	1.50	2.25
Service, Alcoholic	60	1.80	2.70
Beverages	50	2.00	3.00
Outfitting/Guiding	30	4.50	6.75
Rental and Services	40	4.00	6.00
Lodging	20	2.00	5.00
Lifts, Tows, Ski Schools			

1. A weighted-average break-even point (called the break-even point) and a weighted-average rate base (called the rate base) shall be calculated and used when applying the schedule to mixed business. If the holder's business records do not clearly segregate the sales into the business categories authorized

by this permit, they shall be placed in the most logical category. If sales with a different rate base are grouped, place them all in the rate category that shall yield the highest land use fee. Calculate the land use fee on sales below the break-even point using 50 percent of the rate base. Calculate the land use fee on sales between the break-even point and twice the break-even point using 150 percent of the rate base. Calculate the land use fee on sales above twice the break-even point using the balance of sales rate.

2. The minimum annual land use fee for this use, which is due in advance and is not subject to refund, shall be equal to the land use fee that would result when sales are 40 percent of the break-even point. This land use fee shall be calculated and billed by the Forest Service during the final quarter of the holder's fiscal year, using the most recent GFA figure and previously reported sales data for the current year, plus, if the operating season is still active, estimated sales for the remainder of the year.

E. DEFINITIONS OF SALES CATEGORIES AND GFA.

1. Sales Categories. For purposes of recording and reporting sales, and sales-related information including the cost of sales, the holder's activities are divided into the following:

Grocery. Includes the sale of items usually associated with grocery stores such as staple foods, meats, produce, and household supplies. Includes the sale of non-alcoholic and alcoholic beverages, when included in the grocery operation.

COPY

Service, Food. Includes the serving of meals, sandwiches, and other items either consumed on the premises or prepared for carry out. Snack bars are included.

Service, Cars. Includes servicing and the sale of fuels, lubricants, and all kinds of articles used in servicing and repairing autos, boats, jet skis, aircraft.

Merchandise. Includes the sale of clothing, souvenirs, gifts, and ski equipment and other sporting equipment. Where a "Service, Cars" category of business is not established by this permit, the sale of auto accessories is included in this category.

Service, Alcoholic Beverages. Includes the sale of alcoholic beverages for consumption on the premises and other sales ordinarily a part of a bar or cocktail lounge business. Where a bar is operated in conjunction with a restaurant or overnight accommodations, alcoholic beverage sales shall be accounted for consistent with holder's normal business practice. The sale of alcoholic beverages for consumption off the premises is also included in this item, except as indicated in "Grocery."

Outfitting and Guiding. Includes all outfitting and guiding services, regardless of the mode of travel, when associated with a resort or marina with a mixture of business. All fees charged are considered sales.

Lodging. Includes lodging where daily maid service is furnished.

Rentals and Services. Includes lodging where daily maid service is not furnished by the holder; the

rental of camping space, ski equipment and other equipment rentals and services. Also included are services such as barbershops, and amusements including video games.

Lifts, Tows, and Ski Schools. Include charges for use of all types of uphill transportation facilities and for sports lessons and training not covered by 16 U.S.C. 497c.

2. GFA. The capitalized cost of improvements, equipment, and fixtures necessary and used to generate sales and other revenue in the permit area or within the development boundary shown in this permit. GFA shall be established by and changed at the sole discretion of the authorized officer based on the current interpretation of guidelines supporting GRFS.

(a) Valuing GFA. The value of GFA shall be the cost of each qualifying asset as reflected in the financial statements of the current holder. This is the same amount as shown on the holder's fixed asset depreciation schedule which supports the general ledger prepared in accordance with generally accepted accounting principles (GAAP). Include in GFA, when identified by the holder and approved by the authorized officer, costs which are expensed by the holder as payment to utility companies for constructing and installing utilities to the area to the extent they are necessary for the generation of sales. Costs for user surcharge or demand rates are not included as GFA. If fixed assets have not been assigned a value by the holder at the time a permit is issued, the value for GFA must be determined by the holder and provided to the authorized officer no later than the end of the new holder's first financial reporting period.

(b) Revaluing GFA. Revalue GFA when events result in a change or restatement of fixed assets on the holder's official accounting records, prepared in accordance with GAAP. Examples of events that may cause the holder to restate the value of fixed assets include, but are not limited to:

(1) Sale of assets or common stock which results in a change in ownership, or controlling interest;

(2) Mergers or other business combinations;

COPY

(3) Leveraged buy outs, and acquisitions; or

(4) Other events, either voluntary or involuntary, which trigger a revaluation of capitalized assets associated with the authorized use.

When the holder reports a change in the value of assets due to a restatement of the value of those assets, an audit may be necessary to validate the new GFA. Any adjustment in fees shall be retroactive to the time the change in asset value occurred.

(c) The following, and similar items, are not part of GFA:

(1) Assets that ordinarily qualify for inclusion in GFA, but which are out of service for the full operating year for which fees are being determined.

(2) Land.

(3) Expendable or consumable supplies.

(4) Intangible assets, such as goodwill, permit value, organization expenses, and liquor licenses.

(5) Improvements not related to the operation.

(6) Luxury assets, to the extent their design and cost exceed functional need.

(7) The pro rata share of GFA assets in off-site activities not directly associated with the authorized use.

(8) Expensed assets.

COPY

(9) Operating leases.

(d) Initial GFA. As of the date of this permit, 12/06/2024 the initial GFA under this ownership has been determined to be $3,419.88 as shown in detail in Appendix G of this permit. If an error is found in the GFA amount, it shall be changed to the correct amount retroactive to the date the error occurred and fees adjusted accordingly.

F. CHANGE OF GFA UPON SALE OR CHANGE IN CONTROLLING INTEREST. Upon change of ownership, effective dominion or controlling interest or upon sale of assets or common stock which results in a change of ownership, effective dominion, or controlling interest, the value of GFA shall be established applying GAAP.

G. DETERMINING SALES AND OTHER REVENUE. Sales and GFA shall be derived from all improvements and facilities, including those of applicable third parties, which constitute a logical single overall integrated business operation regardless of the land ownership. A map shall be prepared designating the development boundary and may be augmented by narrative or table and shall become a part of this permit.

1. Sales. Fees shall be assessed against all receipts from sales unless specifically exempted. Sales for the purpose of fee calculation include; (1) all revenue derived from goods and services sold which are related to operations under this permit and all revenue derived within the development boundary, unless otherwise excluded; (2) the value of goods and services traded-off for goods and services received (bartering); and (3) the value of gratuities.

(a) Definitions.

(1) Gratuities. Goods, services or privileges that are provided without charge or at deep discount to such individuals as employees, owners, and officers, or immediate families of employees, owners and officers, and not available to the general public.

(2) Acceptable Discounts. Transactions for goods or services below stated, listed or otherwise presented prices to the public at large. Included are such things as group sales and organized programs. These are included in sales at the actual transaction price.

(3) Discriminatory Pricing. Rates based solely on residence, race, color or religion. Discounts based on age or disability are not discriminatory pricing.

(4) Preferential Discounts. Discounts offered to certain classes or individuals based on their status, such as members of boards of directors, contractors, advertisers, doctors, and VIPs.

(5) Market Price. The price generally available to an informed public excluding special promotions. It may not be the "window price."

COPY

(6) Bartering or Trade Offs. The practice of exchanging goods or services between individuals or companies.

(7) Commissions. Commissions are payments received by the holder for collecting revenue on behalf of others as an agent or providing services not directly associated with the operations, such as selling hunting and fishing licenses, bus or sight-seeing tickets for trips off or predominantly off the permitted area, and accommodating telephone toll calls.

(8) Franchise Receipts. These are payments made to specific holders by third parties solely for the opportunity to do business at a specific location. The holder provides little, if anything, in the way of facilities or services. They may be the only fee paid to the holder or, if some facilities or services are provided by the holder, they may be made in addition to a rental fee. The franchise receipts may be in the form of fixed amounts of money or in reduced prices for the franchiser's product or service.

(b) Inclusions. The following items shall be included as gross receipts to arrive at sales:

(1) Gratuities. Daily and season passes are valued at market price unless the permit holder has sufficient records of daily individual use to substantiate a "value of use". Value of Use is the number of days the pass is used times the market price. Does not include employees. See paragraph (b)(4) below.

(2) Preferential Discounts. Includes the amount that would have been received had the transaction been made at the market price.

(3) Value of Discriminatory Pricing. Discriminatory pricing is disallowed. Include the amount that would have been received had the transaction been made at the market price.

(4) Employee Discounts in Excess of 30 Percent of Market Price. These discounts are exclusively given or provided to employees, owners, officers or immediate families of employees, owners or officers are gratuities and are included in sales at 70 percent of market price. Employee discounts less than 30 percent are recorded at transaction price.

(5) Value of Bartered Goods and Services (Trade-Offs)

(6) Gross Sales of Third Parties. Includes sales of State controlled liquor stores.

(7) Fifty Percent of Franchise Receipts.

(8) Other Revenue Items. All other revenue items not specifically excluded below shall be included as sales.

(c) Exclusions. The following items shall be excluded from gross receipts or revenue to arrive at sales:

(1) The value of goods and services provided to employees, agents, contractors, or officials to facilitate the accomplishment of their assigned duties or work-related obligation or to others for educational or technical competence related to the type of authorized use, such as boat operation, ski patrol, or water safety and the value of goods and services provided to local, state, and federal government officials, including Forest Service employees, in the course of their official business. The holder is not required to report the value of such duty-related or official use as sales for land use fee calculation purposes.

(2) The value of meals and lodging furnished by an employer to an employee for the employer's convenience if, in the case of meals, they are furnished on the employer's business premises. The fact that the employer imposes a partial charge for or that the employee may accept or decline meals does not affect the exclusion if all other conditions are met. If employer imposes a charge for meals and lodging it shall be included at transaction price. The holder need not keep records of employee meals and lodging more detailed than those required by the Internal Revenue Service.

(3) Refunds from returned merchandise and receipts from sales of real and nonrental personal property used in the operation.

COPY

(4) Rents paid to the holder by third parties, even if based on sales.

(5) Taxes collected on site from customers, accounted for as such in the holder's accounting records, and that were paid or are payable to taxing authorities. Taxes included in the purchase price of gasoline, tobacco and other products, but paid to the taxing authority by the manufacturer or wholesaler are included in sales, and subject to the land use fee.

(6) Amounts paid or payable to a Government licensing authority or recreation administering agency from sales of hunting or fishing licenses and recreation fee tickets.

(7) Value of sales and commissions where the holder is serving as an agent for businesses not directly associated with the authorized operation. This includes such things as bus or sight-seeing-ticket sales for trips not related to activities in the permit area, telephone-toll charges, and accident-insurance sales.

(8) Sales of operating equipment. Rental equipment, capitalized assets or other assets used in

operations shall be excluded from gross receipts. Examples are such items as used rental skis, boats, and motors which are sold periodically and replaced.

H. PAYMENTS, REPORTING, AND RECONCILIATION. Payments required under GRFS shall be sent to the location identified on the bill for collection. Checks or money orders shall be payable to "USDA, Forest Service." Additionally, reports shall be sent to USDA Forest Service, Boise National Forest, Mountain Home Ranger District, 3080 Industrial Way, Mountain Home, ID 83647. The Forest Service may update these addresses as needed by sending written notice to the holder.

1. Periodic Reports. The holder shall report sales and calculate land use fees due each calendar year , except for periods in which no sales take place and the holder has notified the authorized officer that the operation has entered a seasonal shut-down for a specific period. Reports shall be made within 30 days of the end of each reportable period to USDA Forest Service, Boise National Forest, Mountain Home Ranger District, 3080 Industrial Way, Mountain Home, ID 83647 . If the holder does not submit reports within the required timeframe, the Forest Service reserves the right to bill the holder based on historic sales data and to assess interest and late fees.

COPY

2. Tentative Land Use Fee Rate. Prior to December 1st the authorized officer shall annually determine and furnish the holder with a tentative land use fee rate (as determined under clause VI.B.2 through VI.F.1) which shall be applied to sales in the land use fee calculation.

3. Initial Payment. The Forest Service shall bill the minimum fee (as determined under clause VI.B.2) 30 days prior to issuance of this permit and each year thereafter that this permit is in effect within 30 days of the final reporting period for the previous year. The holder shall submit payment in accordance with instructions in the bill to the lockbox address.

4. Subsequent Payments. The Forest Service shall bill the land use fee year based on the reportable period. The holder shall submit payments in accordance with instructions in the bill for collection to the lockbox address.

5. End-of-Year Report. The holder must provide within three months after the close of each fiscal year under this permit a balance sheet representing the financial condition of the authorized operations at the close of the holder's fiscal year; an annual statement reporting the results of the authorized operations, including year-end adjustments for the holder and each of the holder's lessees for the same period; and a schedule of GFA adjusted to comply with the terms of this permit in a format and manner prescribed by the authorized officer. If the authorized officer determines that additional land use fees are owed due to the holder's failure to report all sales in the period they were made or misreporting of GFA, the holder shall pay the additional land use fees, subject to the late payment provisions in clause VI.G.3.

6. Reconciliation of Land Use Fees. The estimated land use fee shall be reconciled against the holder's actual sales at the end of the holder's fiscal year and shall be adjusted, if necessary. The Forest Service shall bill the holder for any additional land use fees owed, and the holder shall submit payment in accordance with the instructions in the bill for collection to the lockbox address. The Forest Service

shall credit any overpayment against the next payment due.

I. LAND USE FEE PAYMENTS.

1. Crediting of Payments. Payments shall be credited on the date received by the deposit facility, except that if a payment is received on a non-workday, the payment shall not be credited until the next workday.

2. Disputed Land Use Fees. Land use fees are due and payable by the due date. Disputed land use fees, other than land use fees recalculated pursuant to an audit, must be paid in full. Adjustments will be made if dictated by an administrative appeal decision, a court decision, or settlement terms.

3. Late Payments

COPY

(a) Interest. Pursuant to 31 U.S.C. 3717 *et seq.*, interest shall be charged on any land use fee not paid within 30 days from the date it became due. The rate of interest assessed shall be the higher of the Prompt Payment Act rate or the rate of the current value of funds to the United States Treasury (i.e., the Treasury tax and loan account rate), as prescribed and published annually or quarterly by the Secretary of the Treasury in the *Federal Register* and the Treasury Fiscal Requirements Manual Bulletins. Interest on the principal shall accrue from the date the fee amount is due.

(b) Administrative Costs. If the account becomes delinquent, administrative costs to cover processing and handling the delinquency shall be assessed.

(c) Penalties. A penalty of 6% per annum shall be assessed on the total amount that is more than 90 days delinquent and shall accrue from the same date on which interest charges begin to accrue.

4. Administrative Offset and Credit Reporting. Delinquent land use fees and other charges associated with the permit shall be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 *et seq*. and common law. Delinquencies are subject to any or all of the following:

(a) Administrative offset of payments due the holder from the Forest Service.

(b) If in excess of 90 days, referral to the United States Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711(g)(1).

(c) Offset by the Secretary of the Treasury of any amount due the holder, as provided by 31 U.S.C. 3720 *et seq*.

(d) Disclosure to consumer or commercial credit reporting agencies.

J. ACCESS TO RECORDS. For the purpose of administering this permit (including ascertaining that the correct land use fee was paid) the holder shall make all accounting books and supporting records for the authorized operations, as well as those of lessees operating in the permit area, available for review

by the Forest Service or other federal agencies authorized to review Forest Service activities. Review of accounting books and supporting records shall be made at dates convenient to the holder and reviewers. Financial information shall be kept confidential to the extent permitted by law. The holder shall retain these records and keep them available for review for 5 years after they were generated, unless otherwise approved by the authorized officer in writing.

K. ACCOUNTING RECORDS. The holder shall follow GAAP or other comprehensive bases of accounting acceptable to the Forest Service in recording financial transactions and in reporting financial results to the authorized officer. When requested by the authorized officer, the holder at its own expense, shall have annual accounting reports for the authorized operations audited or prepared by a licensed independent accountant acceptable to the Forest Service. The holder shall require lessees to comply with these same requirements. At a minimum, the holder's and lessees' accounting system shall include:

1. Systematic internal controls and recording by type of business the gross receipts derived from all operations conducted under this permit. Gross receipts should be recorded daily and, if possible, deposited into a bank account without reduction by disbursements. Receipt entries shall be supported by cash register tapes, sale invoices, rental records, cash accounts from other sources, or some other means.

COPY

2. A permanent record of capital investments in facilities (including a depreciation schedule).

3. Generation and maintenance of such other records and accounts as may be specified by the authorized officer.

L. AUDIT. All fee calculations and records of sales and GFA are subject to periodic audit. Errors in calculation or payment shall be corrected as needed for conformance with those audits. Additional land use fees and interest due as a result of such audits shall be assessed in accordance with clause VI.G.3.

1. Correction of errors includes but is not limited to any action necessary to establish the cost of GFA to the current holder, including sales, or other data required to accurately assess and calculate land use fees. For land use fee calculation purposes, errors may include:

(a) Misreporting or misrepresentation of amounts;

(b) Arithmetic mistakes;

(c) Typographical mistakes; and

(d) Variation from GAAP, when such variations are inconsistent with the terms of this permit.

2. Correction of errors shall be made retroactively to the date the error was made or to the previous audit period, whichever is more recent, with past fees adjusted accordingly.

3. Changes effected by agency policy, including definition of assets included in GFA, shall only be made prospectively.

VII. REVOCATION, SUSPENSION, AND TERMINATION

A. REVOCATION AND SUSPENSION.

1. The authorized officer may revoke or suspend this permit in whole or in part:

(a) For noncompliance with federal, state, or local law;
(b) For noncompliance with the terms of this permit;
(c) For abandonment or other failure of the holder to exercise the privileges granted; or
(d) At the discretion of the authorized officer, for specific and compelling reasons in the public interest.

COPY

2. The authorized officer may revoke this permit at the request of the holder. Revocation at the request of the holder must be agreed to in writing by the authorized officer. As a condition of revocation of this permit at the request of the holder, the authorized officer has discretion to impose any terms deemed appropriate as provided for in this permit.

3. Prior to revocation or suspension, other than revocation at the request of the holder under clause VII.A.2 and immediate suspension under clause VII.C, the authorized officer shall give the holder written notice of the grounds for revocation or suspension and a reasonable period, not to exceed 90 days, to cure any noncompliance.

B. REVOCATION FOR SPECIFIC AND COMPELLING REASONS IN THE PUBLIC INTEREST. The authorized officer may revoke this permit during its term if the Forest Service determines based on a land management planning decision that the use and occupancy authorized by this permit should be changed for specific and compelling reasons in the public interest, other than a determination under clause IV.E that the authorized improvements or the permit area cannot be safely occupied. Prior to revoking the permit under this clause, the authorized officer shall give the holder 90 days written notice, provided that the authorized officer may prescribe a shorter notice period if justified by the public interest. The Forest Service shall then have the right to remove or relocate the authorized improvements, to require the holder to remove or relocate them, or to purchase them. Removal or relocation by the Forest Service of the authorized improvements shall be accepted by the holder in full satisfaction of all claims against the United States under this clause. If the Forest Service requires the holder to remove or relocate the authorized improvements or purchases them, the Forest Service shall be obligated to pay the lesser of (1) the cost of removal or relocation of the authorized improvements or (2) the value of the authorized improvements as determined by the Forest Service through an appraisal of their replacement cost, less an allowance for depreciation of all types. If that amount is fixed by agreement between the authorized officer and the lessee, that amount shall be accepted by the holder in full satisfaction of all claims against the United States under this clause. If agreement is not reached, the authorized officer shall determine the amount to be paid, which shall be set forth in the revocation decision. A payment made pursuant to this clause is subject to the availability of appropriations.

Nothing in this permit implies that Congress will appropriate funds to cover a deficiency in appropriations.

C. IMMEDIATE SUSPENSION. The authorized officer may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision shall be in writing. The holder may request an onsite review with the authorized officer's supervisor of the adverse conditions prompting the suspension. The authorized officer's supervisor shall grant this request within 48 hours. Following the onsite review, the authorized officer's supervisor promptly affirm, modify, or cancel the suspension.

D. APPEALS AND REMEDIES. Written decisions made by the authorized officer relating to administration of this permit are subject to administrative appeal pursuant to 36 CFR Part 214, as amended. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service, other than as provided in clause VII.B.

COPY

E. TERMINATION. This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Examples include but are not limited to expiration of the permit by its terms on a specified date and termination upon change of control of the business entity. Termination of this permit is not subject to administrative appeal and shall not give rise to any claim for damages by the holder against the Forest Service.

F. RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR TERMINATION WITHOUT ISSUANCE OF A NEW PERMIT. Except as provided in clause VII.B., upon revocation of this permit or termination of this permit without issuance of new permit, the authorized officer has the discretion to require the holder to sell or remove all structures and improvements, except those owned by the United States, within a reasonable period prescribed by the authorized officer and to restore the site to the satisfaction of the authorized officer. If the holder fails to sell or remove all structures or improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all costs associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

G. CONTINUATION OF OBLIGATIONS AND LIABILITIES BEYOND EXPIRATION OR REVOCATION. Notwithstanding the termination or revocation of this permit, its terms shall remain in effect and shall be binding on the holder and the holder's personal representative, successors, and assignees until all the holder's obligations and liabilities accruing before or as a result of termination or revocation of this permit have been satisfied.

VIII. MISCELLANEOUS PROVISIONS

A. MEMBERS OF CONGRESS. No member of or delegate to Congress or Resident Commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

B. CURRENT ADDRESSES. The holder and the authorized officer shall keep each other informed of current mailing addresses, including those necessary for billing and payment of land use fees.

C. SUPERSEDED PERMIT. This permit supersedes a special use permit designated FALL CREEK RECREATIONAL RETREAT LLC MTH133224 dated 01/08/2024.

D. SUPERIOR CLAUSES. If there is a conflict between any of the preceding printed clauses and any of the following clauses, the preceding printed clauses shall control.

E. Liability Waiver (R4-B2). The holder will not request or require clients and/or customers to sign a liability waiver which releases the outfitter from responsibility for injury or damage resulting from the outfitter's negligence for activities authorized by this permit. The holder may, however, advise such persons of the risks involved and have them sign a Visitor's Acknowledgement of Risk, provided a copy of the proposed form has been submitted to and approved by the issuing Forest Officer.

COPY

VISITOR'S ACKNOWLEDGEMENT OF RISK
(SAMPLE)

I recognize that there is an element of risk in any adventure, sport, or activity associated with the outdoors. I am fully cognizant of the risks and dangers inherent in Resort Activities and have been informed of known special hazards in such activity. A copy of a notice of such hazards is attached hereto and made a part hereof, and I, and the adult members of my family, have read the same. I certify that my family and I, including minor children, are fully capable of participating in the said activity.

Therefore, I assume full responsibility for personal injury to myself and/or to members of my family, or for loss or damage to my personal property and expenses thereof as a result of my negligence or the negligence of my family participating in said activity except to the extent such damage or injury may be due to the negligence of Fall Creek Recreational Retreat LLC. I further understand that Fall Creek Recreational Retreat LLC reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in Resort Activities.

Self _____ Spouse _____

Minor Children _____ _____

_____ _____

_____ _____

I have read, understand, and accept the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon the parties during the entire period of participation of the said activity.

Parent/Guardian _____

Customer Signature _____ Date _____

(If both parents are in attendance, both should sign.)

(Form may be modified to provide for the signature of each individual member of a group)

F. Minimum Wage Requirement (C-5).

Executive Order 14026, *Increasing the Minimum Wage for Contractors*, and its implementing regulations, including the federal contractor minimum wage clause at 29 CFR Part 23, Appendix A, are incorporated by reference into this authorization as if fully set forth in this authorization.

G. Paid Sick Leave Requirement (C-6).

COPY

Executive Order 13706, *Establishing Paid Sick Leave for Federal Contractors*, and its implementing regulations, including the federal contractor paid sick leave clause at 29 CFR Part 13, Appendix A, are incorporated by reference into this authorization as if fully set forth in this authorization.

H. C-14. Operating Plan for Supervision of Children.

OPERATING PLAN. The holder shall prepare and by March 31st 5 years revise an operating plan. The operating plan must be prepared in consultation with the authorized officer or the authorized officer's designated representative and must cover all operations authorized by this permit. The operating plan must outline steps the holder will take to protect public health, safety, and the environment. The plan must include sufficient detail and standards to enable the Forest Service to monitor the holder's operations for compliance with the terms of this permit. The operating plan also must provide that if the holder or the holder's employees, agents, or contractors learn of facts that give reason to suspect that a child under the age of 18 has suffered physical or mental injury, sexual abuse or exploitation, or negligent treatment (child abuse), the holder, holder's employees, agents, or contractors shall as soon as possible report the child abuse to the local law enforcement or child protective services agency, as designated in (28 CFR Part 81, Subpart A) and as soon as practicable thereafter to the authorized officer. The operating plan must include:

1. The name, address, telephone number, facsimile number, and e-mail address of the local law enforcement or child protective services agency, as designated in (28 CFR Part 81, Subpart A).

2. A schedule for providing periodic training on the signs of child abuse and the reporting requirement when child abuse is suspected.

3. A template for reporting suspected child abuse or neglect and, to the extent mandated by applicable state law, the requirement for all employees who work with children under the age of 18 to undergo a criminal background check.

The operating plan and any revisions to the operating plan must be submitted by the holder and approved by the authorized officer prior to the commencement of operations and shall be attached to this permit as an appendix. The authorized officer may require an annual meeting with the holder to

discuss the terms of the permit, operating plan, annual use reports, and any other concerns either party may have.

I. Fire Control Plan (F-20).

FIRE CONTROL PLAN. The holder shall prepare a fire plan for approval by the authorized officer which shall set forth in detail the plan for prevention, reporting, control, and extinguishing of fires on the authorized areas and within the holder's area of responsibility defined on an attached map. Such plans shall be reviewed and revised at intervals of not more than 3 years.

COPY

THIS PERMIT IS ACCEPTED SUBJECT TO ALL OF ITS TERMS:

BEFORE THIS PERMIT IS ISSUED TO AN ENTITY, DOCUMENTATION MUST BE PROVIDED TO THE AUTHORIZED OFFICER OF THE AUTHORITY OF THE SIGNATORY FOR THE ENTITY TO BIND IT TO THE TERMS OF THIS PERMIT.

ACCEPTED:

12/26/24

Daniel Barrett
FALL CREEK RECREATIONAL RETREAT LLC

DATE

APPROVED: BRANT PETERSEN Digitally signed by BRANT PETERSEN Date: 2025.01.02 12:28:49 -07'00'

Brant Petersen
Forest Supervisor
Boise National Forest
USDA Forest Service

COPY

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond, to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. Response to this collection of information is mandatory. The authority to collect the information is the Organic Administration Act, 16 U.S.C. 551. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TYY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

COPY

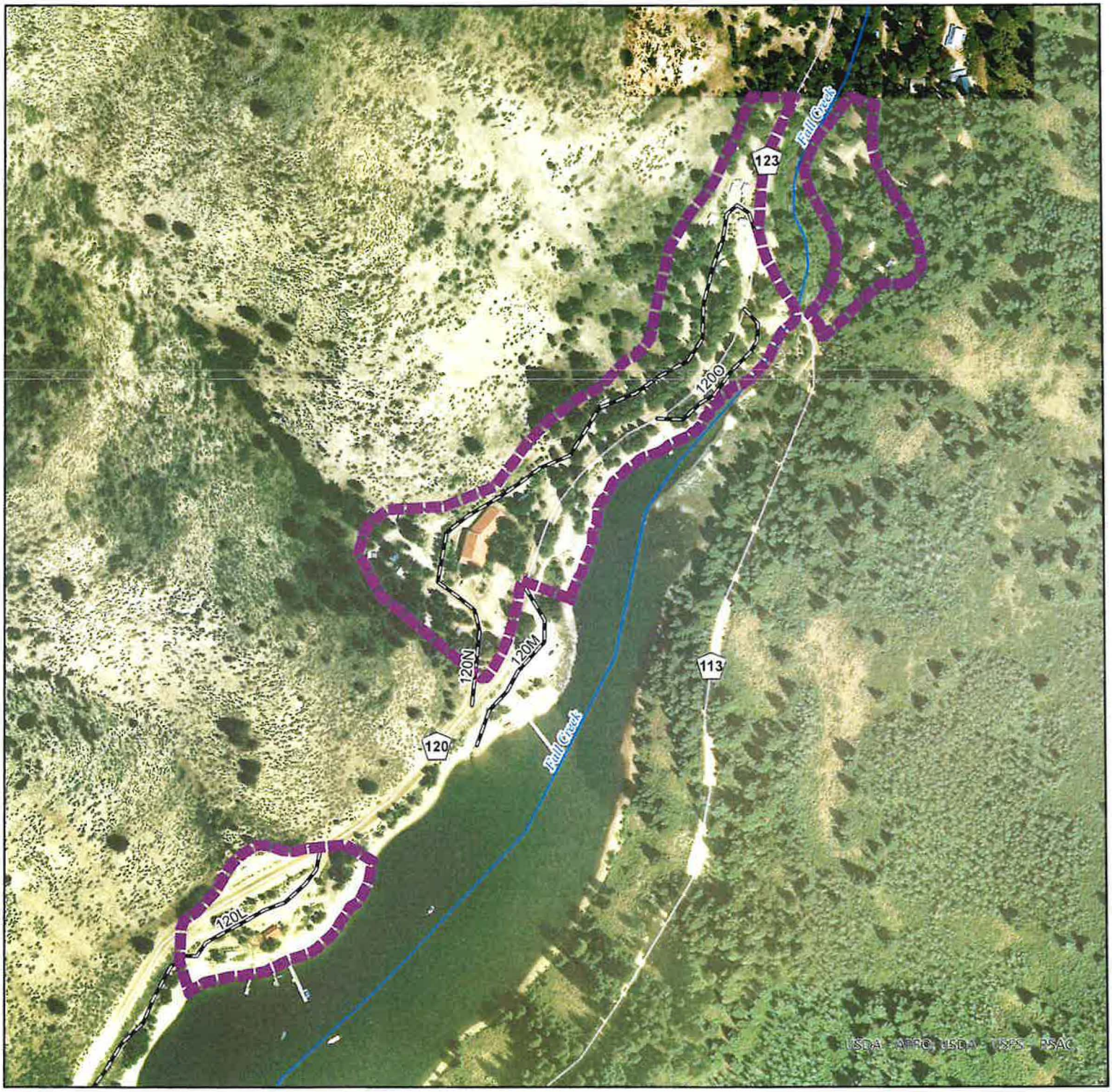
APPENDIX A: Map of the Permit Area

COPY

USDA

Forest Service
U.S. DEPARTMENT OF AGRICULTURE

Fall Creek Resort Boundary



Fall Creek Resort Boundary

Roads Open to All Vehicles, Yearlong

Other Public Roads

Perennial Stream/River

FS Ownership

COPY

N

0 0.05 0.1 0.15 0.2 0.25

Miles

The USDA Forest Service makes no warranty, expressed or implied, including the warranties of merchantability and fitness for a particular purpose, nor assumes any legal liability or responsibility for the accuracy, reliability, completeness or utility of these geospatial data, or for the improper or incorrect use of these geospatial data. These geospatial data and related maps or graphics are not legal documents and are not intended to be used as such. The data and maps may not be used to determine title, ownership, legal descriptions or boundaries, legal jurisdiction, or restrictions that may be in place on either public or private land. Natural hazards may or may not be depicted on the data and maps, and users should exercise due caution. The data are dynamic and may change over time. The user is responsible to verify the limitations of the geospatial data and to use the data accordingly.

Prepared by: Information Resources Management
Supervisor's Office
Boise National Forest
Boise, Idaho
Produced: 9/21/2023 By: emilyschultz
Projection: UTM 11 N, NAD83
File: T:\FS\NFS\Boise\Program\2300Recreation\GIS\Workspace\eschultz\fallCreekResortBoundary\fallCreekResortBoundary.aprx

APPENDIX B: Master Development Plan

COPY

APPENDIX C: Site Development Schedule

COPY

APPENDIX D: Operating Plan

COPY

Fall Creek Recreational Retreat Business Plan

Fall Creek Recreational Retreat will provide the following services to the public:

- Full Restaurant and Bar
- 11 hotel rooms
- 52 camp sites

COPY

- ***Operating Season:***

  Fall Creek Resort will be open:

- Minimum 5 days per week May 1st- November 10th
- Minimum 2-3 days per week November 10th- April 1st
- Closed April
- During winter hours and days may vary depending on snowfall
- Campgrounds will remain open as long as weather permits.

- **Staffing:**

  - Fall Creek Resort will follow all State and Federal law governing employment. Positions that will be held at Fall Creek Resort are as follows:

- **Manager**: responsibilities will include but are not limited to

  - Ensuring a safe, secure, and legal working environment.

- Accomplishes staff results by communicating job expectations, planning, monitoring, and appraising job results.
- Define goals and assign tasks to various members of the team.
- Ensure proper training of all staff members.

- **Cook/Kitchen**: responsibilities will include but are not limited to
  - Setting up and stocking food items and other necessary supplies.
  - Cooking food items with proper methods and recipes to meet all serve safe standards.
  - Ensuring all cleaning and sanitizing standards are met to ensure a safe cooking and food prepping environment.
  - Managing Inventory

Training: Training for this position will include a minimum of 8 hours side by side training with a manager certified in Serve Safe. Employees will also be encouraged to take the serve safe class. They will be instructed in proper cooking times, food prepping and cleaning/sanitizing.

COPY

- **Bartender**: responsibilities will include but are not limited to
  - Verifying age requirements for alcohol and tobacco
  - Knowledge of mixing drinks
  - Processing payments
  - Managing inventory

- Cleaning bar supplies

Training: Training for this position will include a minimum of 8 hours of side-by-side training with a manager that is TIP certified. Bartenders will also be required to be TIP certified. They will be trained in proper pouring of drinks and checking of ID's. They will also be trained in proper cleaning and sanitizing.

- **Waitress**: Responsibilities will include but are not limited to
  - Verifying age requirements for alcohol and tobacco
  - Welcoming and seating guests
  - Taking guest orders
  - Communicating orders effectively to the kitchen
  - Memorizing the menu and offering recommendations

COPY

Training: Training for this position will include a minimum of 8 hours of side-by-side training with a manager or experienced teammate. They will be trained in proper order taking, customer service and cleaning/sanitizing tables and prep areas.

- **Hotel Housekeeper**: Responsibilities will include but are not limited to:
  - Cleaning and reporting any safety hazards to manager.
  - Attention to detail
  - Organizing
  - Making sure hotel is kept up to standard ensuring a clean comfortable stay for our guests.

Training: Training for this position will include a minimum of 8 hours of side-by-side training with a manager or experienced teammate. They will be trained in proper room cleaning and laundry.

- **Campground Maintenance**: Responsibilities will include but are not limited to:
    - Daily campground checks
    - Reporting any safety concerns to management
    - Cleaning up any trash and debris left in camp spots.
    - Ensuring all campfires are dead out.
    - Making repairs and/or reporting any damaged water or power lines in campground.

COPY

Training: Training for this position will include a minimum of 8 hours of side-by-side training with a manager. They will be trained in safety concerns to look for and how to identify them. They will be trained in proper disposal of trash and debris and how to properly extinguish fire pits.

All employees will be provided work shirts that clearly identify them as Fall Creek Employees.

- **Customer Service**

Customer service is a fundamental part of who we are. We believe that every customer should expect and receive good service, and because this is at the heart of our business, we want to make this commitment to you. Our customer service commitment will help us make sure that we meet your expectations every time you deal with us.

- We will make it easy for our customers to contact us- which they can do by:
    - Telephone: 208-653-2242
    - Email: fallcreek2018@outlook.com
    - Facebook: Fall Creek Resort and Marina
    - Or write us at 2147 South Fall Creek Rd, Mountain Home ID, 83647
    - Comment cards located on sight.

COPY

- **Operations:**
- **We will be responsible for the conduct of our employees, we will ensure they will conduct themselves professionally at all times and will remain in compliance with all applicable federal, state and local laws.**
    - We will be responsible for the maintenance of our potable water systems including quarterly and annual water testing located at 1804 N 33rd St, Boise, ID 83703.
    - We will do our best to limit inconvenience and disruption of use to the public. We will do so by scheduling any non-

emergency maintenance for days we are closed or on weekdays when customer flow is at its slowest.

- We will be responsible for all inspections of the building and surrounding grounds. We will look for hazardous trees, rocks etc. and will eliminate all risks to ensure the safety of all guests and employees.

COPY

Cleaning and Maintaining Facilities:

We will ensure proper maintenance and cleaning of all areas of the facility.

- Removal of graffiti and repair of vandalized facilities.
- Cleaning and maintenance of facilities.
- visitor and car capacity
- Eliminating or mitigating any high-risk conditions identified during the operating season as soon as practicable or closing affected areas.
- Ensuring electrical systems meet applicable state and local requirements.
- Cutting grass and trimming overhanging brush around picnic tables, bulletin boards, water hydrants, barriers, signs, buildings, parking areas, paths, campsites, and other facilities.

Toilet Facilities

- Cleaning frequency and procedures:
  - Toilets will be cleaned at least 3 times per day and more if needed.

    - Remove all exposed human waste immediately upon discovery or notification.
    - Keeping walkways and trails free of obstructions and excess vegetation.
- Maintenance frequency and procedures, including:
    - Completely pumping toilet vaults when they become 75% full and at the end of each operating season, and completely pumping toilet vaults that are more than 50% full at the end of the final operating season under the permit.
- Pumping septic tanks for flush toilets on a schedule agreed to with the Forest Service.
- Meeting applicable federal, state, and local requirements for all other types of sewage treatment systems.
- Transporting all sewage from the campgrounds to a sanitary landfill, sewage lagoon, or treatment plant approved by the Forest Service.

COPY

Picnic Tables

- Mowing grass and trimming vegetation around the picnic area.
- Maintaining sufficient vegetation, gravel, or other material approved by the Forest Service around picnic tables to prevent mud and erosion.
- Maintaining a level surface for picnic tables.

COPY

Fire Rings and Grills

- Keeping fire rings free of litter and level.
- Maintaining sufficient concrete, gravel, or other material approved by the Forest Service around fire rings to prevent mud and erosion.
- Clearing all combustible materials and vegetation within a distance of at least 3 feet from fire rings.
- Removing ashes, charcoal, and unburned wood from fire rings and grills when the debris level is less than 4 inches from the top of the ring or grill.
- Disposing of ashes, charcoal, and unburned wood off National Forest System lands and in accordance with applicable state and local law.
- Not placing hot ashes, charcoal, and unburned firewood in dumpsters or trash receptacles.
- Removing any fire rings, fire pits, and other modifications that were not installed or approved by the Forest Service, including any ashes, charcoal, and unburned wood, and scattering the rocks and spreading soil over the areas.

Grounds

- Keeping the resort grounds and campgrounds free of litter and domestic animal waste.
- Pack-in, pack-out is a requirement, we will prominently displaying those requirements; providing trash bags to customers; and removing any trash within 24 hours of discovery or notification.

- Preventing or correcting loss of vegetation and erosion caused by recreational use in accordance with the approved vegetation management plan.
- Removing any nails, ropes, and wire from trees.
- Mowing grass and trimming vegetation.

Roads and Trails

- Maintaining walkways and paths, including clearing debris and trimming overhanging vegetation and maintaining proper drainage to minimize water damage.
- Treating and maintaining roads in the permit area to control dust.
- Cleaning and maintaining ditches and culverts in the permit area to allow proper drainage.

COPY

Barriers

- Trimming vegetation around barriers to keep them visible.

Trash Receptacles

- We will have 4 dumpsters available for trash, they are 5x5x5.
- Monitoring and emptying trash before it exceeds the capacity of the receptacle.
- Keeping areas where trash receptacles are located clean and free of objectionable odors.

- Disposing of all trash from National Forest System lands in accordance with applicable state and local law.

Campsite Markers

- We will ensure that campsite markers are well-maintained, neatly arranged, and meet Forest Service sign standards.

Bulletin Boards, Signs, and Fee Stations

- We will ensure that information boards look professional and uncluttered and contain appropriate and current information in multiple languages, as needed.
- We will ensure that signs, bulletin boards, and fee stations are well-maintained and meet Forest Service sign standards.

COPY

Fee Enforcement

- We will enforce camping and other use fees.

Refrigerators

- Cleaning frequency and procedures:
  - We will keep refrigeration facilities free of objectionable odor, they will be cleaned at least 3 times per week or more if needed.
- Maintenance frequency and procedures, including:
  - We will ensure temperatures are safely maintained by the unit in accordance with food safety measures.

Signs and Posters:

All signs and posters will be forest service approved. We will display all signs and posters required by the Forest Service.

There will be signs at every campground entrance stating it is a paid camping area under a permit issued by the Forest service.

Advertisement:

We will not misrepresent in any way, either orally, online, or in print, any aspect of the authorized use and occupancy, including services provided, the status of the permit, or the permit area. All advertisements will state that we are under a forest service special use permit.

Equal Opportunity
All forms of advertising will state that we are an equal opportunity provider.

COPY

Fire Prevention:

- In case of wildfires, structural fires we have fire extinguishers at every exit and more.
- In case of fires all employees are trained to call emergency services immediately and are trained on how to operate fire suppression equipment.
- Fire extinguishers and kitchen suppression system are maintained every year

- Evacuation plans are posted in every hotel room and on doorways.

Road and Trail Maintenance:

- We will ensure safe access to the resort and campground, we will maintain walkways, trails and roads according to forest service standards.

COPY

Emergency Response:

Emergency Numbers and contacts will be posted for medical, law enforcement, fire, flood and other types of emergencies.

There are exit signs on all exits and emergency lights honoring Fire Marshal requirements.

Emergency Contact List:

- Daniel Barrett - 1-208-968-8967
- Aubree Barrett - 1-208-999-2850
- Major Emergencies Contact (911)
- Non Emergency Dispatch - 1-208-587-2121
- **Other contacts for problems arrising at resort contact:**
- ***Edward Jordan (Permit Administrator:***

  1-208-392-3727

  edward.l.jordan@usda.gov
- ***Adriene Holcomb (District Ranger)***

  1-208-587-7830

1-208-591-9326

adriene.holcomb@usda.gov

COPY

Supervision Of Children:

- All children under the age of 14 must be accompanied by an adult while inside the lodge/ restaurant area.
- Children under the age of 16 are not to be left unattended in the Fall Creek Recreational Retreat campgrounds.
- Anyone under the age of 21 may not enter the marked boundary around the bar serving area.
- Any "lost" children located will be brought to the lodge and all efforts will be made to locate parents, if unable to locate emergency services will be contacted.

Rules:

- Aggressive dogs are not permitted on site, Dogs must be leashed when around the resort.
- No tenants may exceed their stay limit, if they fail to leave, they will be notified and then law enforcement will be notified.
- Failure to pay camping fees will result in removal by law enforcement.
- Excessive noise will not be tolerated. Guests will be warned and then asked to leave.

- Improper disposal of wastewater and sewage is not tolerated. guests will be asked to leave.
- Parking and camping in undesignated sites is not tolerated, guests will be asked to pay or move.
- Use of motor vehicles off designated routes or at excessive speeds will result in call to law enforcement.
- No overnight camping will be allowed outside designated camping areas.
- Discharge of firearms is not permitted within resort and campground areas.
- Vandalism of any kind is not permitted and will result in call to law enforcement.
- Campfires must be kept in designated fire rings and may burn to higher than 16 inches. Fire restrictions may apply

COPY

Communication:

- Handheld radios are provided for constant communication between management and employees.
- Daniel Barrett/ Aubree Barrett will be on-site representatives and be in contact with forest service via email, phone or in person.

Rodent, Pest, Vegetation Control:

- Traps will be set to control mice and other similar rodents, Resort will be sprayed for pests 4 times per year by a professional pest control service. They will use forest service approved spray.

- Spray for weeds will be used when approved by US Forest Service.

Felling of Hazardous trees:

- Hazardous trees will be felled, sticking to guidelines given to us by US Forest Service.

Additional Services:

COPY

- Firewood Bundles
- General store items (snacks, tools, fishing tackle, toiletries etc.)
- Gift shop items (Homemade Fall Creek merchandise)

Permits, licenses, and authorities:

- We will be responsible for all permits and licenses needed to perform all operations of the business.

Construction and Renovation:

At this time, we do not have plans for any changes to current business. The B.O.R is planning the dam raising project on our reservoir and we must wait and see what they have planned before we move forward on any ideas of improvement.

APPENDIX E: Initial and Follow-Up Environmental Site Assessments

COPY

Invoice

Hiler Brothers Company
PO Box 688
Mountain Home, ID 83647



Date	Invoice #
5/11/2023	311365

Bill To	Ship To
Fall Creek Lodge Daniel Barrett 2147 South Fall Creek Road Mountain Home, ID 83647	No Cost Swap Over 1.999 LP

COPY

P.O. No.	Terms	DUE DATE
	Net 10 Days	5/21/2023

Item	Description	Qty	Rate	Amount
009Propane				
Propane Tank Lease	2x1000 Gal Tank (Lease Not Due Till July 2024, $199.99 Each Tank. $399.98)		0.00	0.00T
Tank Installation	Tank Installation & Set Up			0.00
Stage 1 Regulator	Propane Regulator: Stage 1		0.00	0.00T
0- Bulk Propane	Bulk Propane	1,269.4	1.999	2,537.53
	Subtotal			2,537.53
3/4 X CL BLACK NIPP...	3/4 X CL BLACK NIPPLE	2		0.00T
1/8" PRESSURE TAP V...	1/8" PRESSURE TAP VALVE PRESTO	2		0.00T
1/2" X 3/4" FLARE UNI...	1/2" X 3/4" FLARE UNION			0.00T
1/2x50' COPPER TUBI...	1/2x50' COPPER TUBING 50 FEET	8		0.00T
1/2" FL x 1/2" MP UNI...	1/2" FL x 1/2" MP UNION	2		0.00T
1/2 INCH FLARE NUT	1/2 INCH FLARE NUT	2		0.00T
3/8 Tube 12" Short Nipple	POLYXPOLYX3/8 Tube 12" Short Nipple	2		0.00T

Subtotal	$2,537.53
Sales Tax (6.0%)	$0.00
Total	$2,537.53
Payments/Credits	$0.00
Balance Due	$2,537.53

Phone #	E-mail
208-587-5416	TomasHiler@gmail.com

3.75% Fee for credit/debit card payments.

9610

Central
District Health Department
APPLICATION FOR PERMIT

SEWAGE SYSTEM INSTALLATION PERMIT

"THIS PERMIT IS ONLY VALID FOR ONE YEAR FROM DATE OF ISSUE"

☒ Standard Design ☐ Alternative Design

FOR OFFICIAL USE ONLY	
Application No.	Receipt No. 16.31
Date 4-28-88	Fee 50.00

Phone	Property Address	
853-2356	Fall Ck. Manuf. Sewage	☒ New ☐ Replacement

Name	Legal Description	Acres
Carlos Darnell O/Jim Pritchett	NE¼ SW¼ Sec 16 T 1N R 9 E	

Street Address or P.O. Box	No. Bedrooms	
6633 Overland Road Boise 83709	Suite in Store & R.V. Dump Station	☐ Crawl Space ☐ Split Level ☐ Basement

City, State, Zip Code	Is There Central Sewer Within 300' of Your Property?

Agent's Name	Phone	Applicant's/Agent's Signature • I hereby certify that the system will be installed as per the rules and hereby authorize the health authority access to this property for purposes of inspecting this sewage system until final approval of this system has been granted by the health authority.
		X Jim Pritchett Date 4-28-88

SEWAGE SYSTEM MINIMUM SPECIFICATIONS

Installation shall comply with all requirements of Health District and/or State of Idaho sewage Disposal Rules, regulations, and standards.*

Septic Tank Size	Disposal Area	Maximum Depth of System Excavation	Disposal System Type	Disposal Area Dimensions
Orenco Pump + 2-1000 Tanks gal.	all we can get sq. ft.	4 ft.	T	3 Runs 3'x60' with 12" gravel

Distance to Well (100' Minimum)	Neighbors Well (100' Minimum)	Stream, Lake, Ditch, Canal, Etc.
100+	OK	Meets Requirements Under Lines

Issued By	Date	
B. Fay	4-28-88	☒ Approved Plot Plan Submitted

Comments: Pump from Orenco will pump effluent R.V. site across road is present proposal. May change to include 1000 gal S.T. at Store site. The first drain field R.V. Tank site is limited for disposal. If loading exceeds capacity, it will be the responsibility of the owners to seek a new site or limit the use.

☐ Applicants/Agents Signature
☐ Refer to Application For Signature
X _____ Date _____

INSPECTION

The District Health Department shall be Notified of Installation _____ Prior to Installation

Septic Tank Size	Standpipe/Ground	Manhole Depth	Ground Water Depth	Other
2000				

Average Depth to Top of System	Depth of Rock Under Pipe
	OK

Minimum Distances as Per Regulations	Effective Disposal Area	Installer
☑ Yes ☐ No	OK sq. ft.	Self

☐ Inspection
☑ Installation in Substantial Compliance
☐ Installation Fails to Comply

☐ Self-Inspection Form Submitted
☐ Form Indicates System in Substantial Compliance
☐ Form Indicates System Fails to Comply

Inspected/Reviewed By	Date
B. Fay	5/88

DIAGRAM

Note: As built diagram distances may not be fully accurate due to on-site conditions and some modifications by contractor after inspection. Copies of this report are provided merely as a convenience to a home owner to aid in location of their installation.

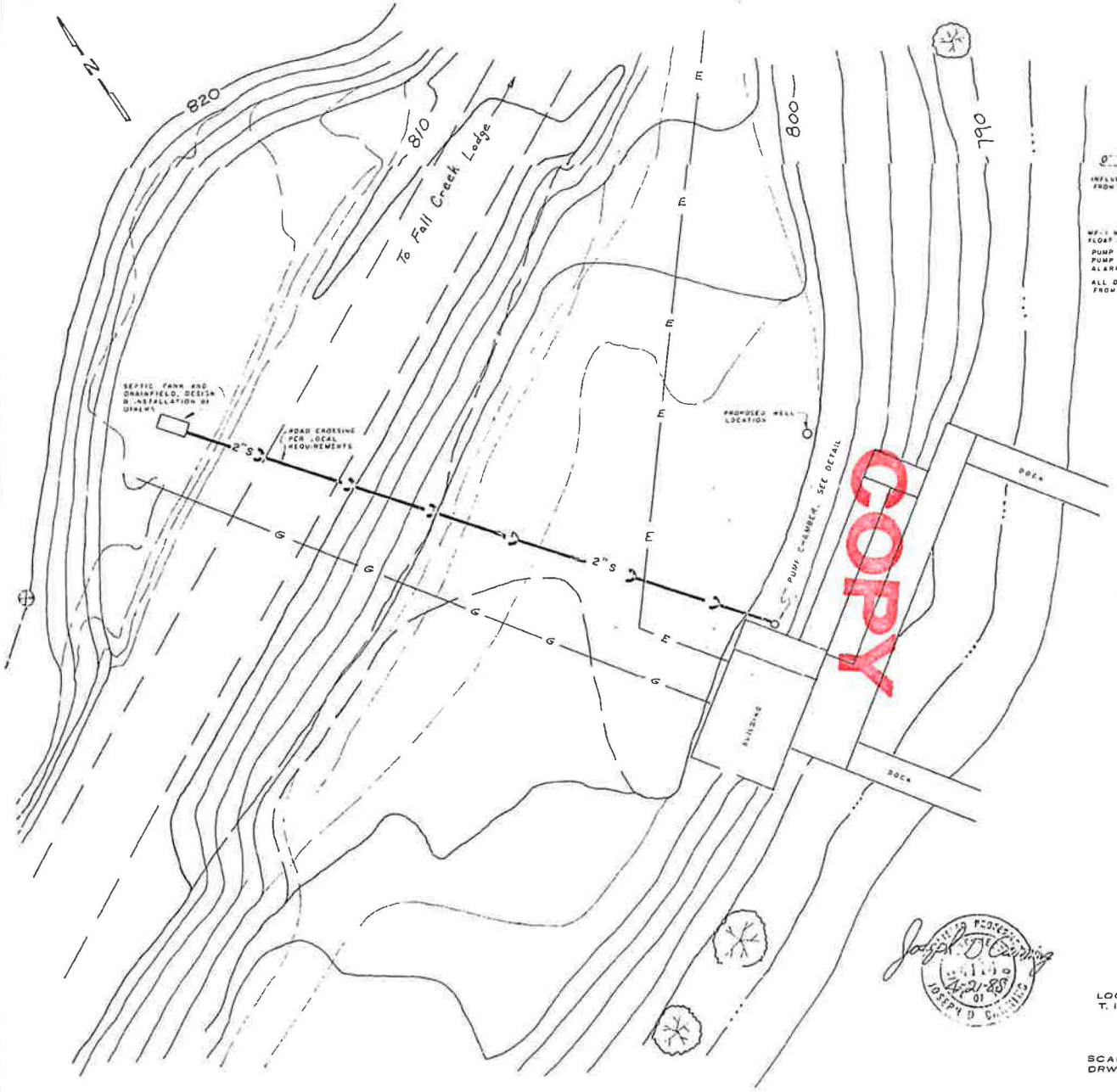


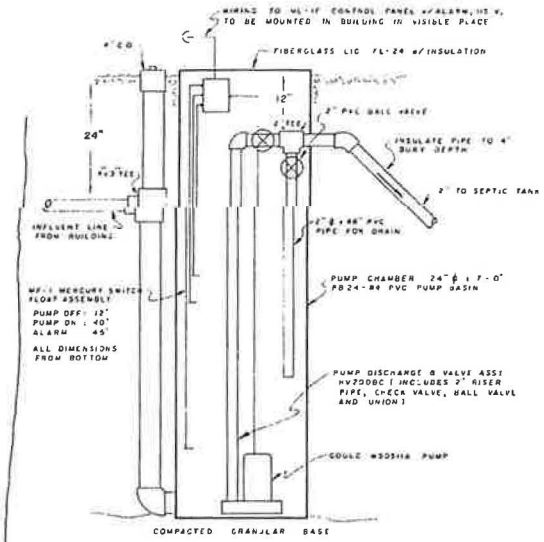
*Regulations For Individual and Subsurface Sewage Disposal Systems, Oct. 1985, D.O.E., Idaho.

(5-87) CDHD

THIS DEPARTMENT RECOMMENDS PUMPING YOUR SEPTIC TANK AT LEAST EVERY THREE YEARS

COPY





PUMP CHAMBER DETAIL

SCALE: 3/4" = 1'-0"

NOTES

1. Product information shown on these plans are catalog numbers from Orenco Systems. Any "equal" product may be substituted.
2. All wiring shall be approved by the State of Idaho Department of Labor and Industrial Services, Electrical Administration. The contractor is responsible for said approval and subsequent inspection notification.
3. All piping shall be installed according to the Uniform Plumbing Code.
4. Backfill immediately around the Pump Chamber shall contain no particle size in excess of 2-inches.
5. The cover of the pump chamber must not be sealed, therefore the area around the chamber must be graded to prevent surface drainage from entering the chamber.
6. All pressure pipe shall be Schedule 40 Polyvinylchloride (PVC) (ASTM D-1785), solvent weld joint.
7. Grade all pressure pipes to the pump chamber.
8. Maintain at least 50 horizontal feet seperation from the well to any sewerline or appurtenance.
9. System total dynamic head = 23 feet @ 35 gallons per minute.

SEWAGE PUMP
FOR
FALL CREEK MARINA

LOCATED IN THE S1/2 OF THE NE1/4, SEC. 16, T. 1 N., R. 9 E., B.M., ELMORE COUNTY, IDAHO

SCALE: 1" = 20'
DRWN. BY: G.E.S.

DATE: APRIL 21, 1988

B&A Engineers, Inc. 619 Grove St. Boise, Idaho 83702 Tel. (208) 343-3381

DRAWING NO: GES-880421

B. & A. Engineers, Inc.

CONSULTING ENGINEERS AND SURVEYORS
CONSTRUCTION MANAGERS

619 Grove Street
Boise, Idaho 83702

TELEPHONE — (208) 343-3381 • 342-5792

April 21, 1988

Mr. Robert Fox
Central District Health Department
Court House Annex
190 South 4th Street East
Mountain Home, Idaho 83647

COPY

Dear Mr. Fox:

Re: Fall Creek Marina - Sewage Pumping Station

Please find enclosed two copies of our construction plans for the subject project for your review and approval. Per our recent phone conversation, we have shown a small sewage pumping station to lift building sewage effluent to a septic tank and drain field system located approximately 200 feet away.

The sewage loads generated by the proposed construction are minimal. The convenience store building houses a utility and hand sink and a water closet. Although it is hard to estimate water usage for the facility, consumption probably will not exceed 100 gallons per day.

The pump chamber has a cycle capacity of approximately 50 gallons. After the pump failure alarm sounds, an additional 30 gallons of effluent may be discharged to the chamber. Although this is not a large quantity, it is sufficient for the conditions.

We have attempted to assemble a "package" system for ease of installation. All specified components are from the same manufacturer or supplier.

If you need any additional information, please feel free to call.

Sincerely,

Joe Canning

J. D. Canning

Appendix F - Authorized Improvements

The following facilities are authorized as they exist as of the date of this permit.

A. On Land

Two story building with 3700 square feet, which includes the following : dining room, restaurant/bar, kitchen, fitness room with sauna, ten (10) overnight lodging rooms and an eighty (80) seat capacity banquet room facility, and wooden decking with patio facilities.

The marina/store provides boat rentals (paddle and motor), self service fuel station, RV dump station and general grocery store.

Outdoor camping is provided with six (6) tent camping units without power, thirty-two (32) RV/tent camping units with power and water and six (6) RV/tent camping units with power only.

B. On Water

The marina has the potential for a fifty (50) unit long term moorage facility.

COPY

Appendix G - Authorized Services

Those services authorized under this permit are:

overnight lodging
restaurant and bar service
banquet facilities
fitness room
paddle and motor boat rentals
self service fuel station
RV dump station
grocery store
long term moorage
32 RV/tent camping units with power and water
6 RV/tent camping units with power only
6 RV/tent camping units without power

COPY

Appendix H - Gross Fixed Assets

Land-Based: combined

Water-Based: combined

building, resort	$390,000
store & dump station	$65,000
back hoe, ford	$40,825
boat docks	$30,000
sauna & equipment	$25,000
sno cat, tucker	$19,000
sites, rv (30)	$15,000
truck, gmc 1976	$10,000
truck astro van 1986	$7,500
polaris ultra	$6,327
gas pump & tank	$6,212
chest,headboards (11) nite stand (22)	$4,984
spa	$4,258
artic cat cougar	$3,000
chairs, arm (130)	$2,574
mattress box/springs (11)	$2,552
table, picnic, concrete (12)	$2,520
computer & printer, arco	$2,158
boats, paddle (3)	$2,045
truck, dump	$1,900
stools, bar padded, (16)	$1,898
stool, bar, wood, (12)	$1,800
stools, bar wood (12)	$1,800
polaris II longtrack sb	$1,618
trailer, provoler	$1,614
dishwasher, american	$1,600
machine, karoke	$1,589
polaris cutless sb	$1,575
house, trailer	$1,500
house, trailer	$1,137
panels, office wall	$1,077
paintings, oil (11)	$1,040
ice machine, manitoc	$1,000
couches, futon (4)	$902
cooler, pop	$900
table, pool	$900
satellite dish	$819
satellite receiver	$812
truck, ford 1972	$800
plumbing for showers/bar	$790
air conditioner	$750
bed frame & mattress (4)	$723

COPY

stereo system	$605
disc, c.d. karoke	$600
pitco frialator	$600
bed & frame (2) mgr apt	$588
pump, rv/portable	$587
ss tray & menu board	$575
table, stainless steel buffet	$569
vaccums, sanitore 4.0	$554
bun warmer, wells	$500
fire pits for camp sites	$500
tables, picnic (5), chairs (10)	$476
cooler, bess	$464
chairs upholster (24)	$450
furniture, black (gift shop)	$450
dryer, amana	$420
tv, sharp	$418
mixer, cement	$400
satellite install	$400
table, steam, eagle	$400
washer, white	$389
washer, jennair	$375
machine, fax	$364
signs, resort (2) 4X6	$353
tank, waste	$352
satellite channel changer	$350
sign, fall creek	$339
chains, back hoe	$335
tables, prep & wall unit	$310
safe	$307
bar a matic	$300
freezer, chest (2)	$300
freezer, sub zero	$300
oven, grill woef	$300
oven, pizza	$300
refer, sub zero	$300
stove, woef	$300
dryer, jennair	$296
blinds, window	$286
vacuum, hoover	$285
coffee machine	$272
tv emerson	$272
sod, landscaping	$270
disk, karaoke, (7)	$260
table, bar & stools (33)	$258
coffee machine	$250
freezer, upright almond	$250
sofa & loveseat	$250
lamps (11)	$249
signs, camping fees	$233
tables, black (10)	$220
mooring buoys (6)	$216
cash register, royal	$210
coolers, ice, chest (2)	$210
fire extinguishers (6)	$210
heaters, portable	$204
sign, A frame	$202
freezer, sears	$200
picnic tables	$200
table, stainless steel prep	$200

COPY

vaccum, windsoc	$184
bins, metal, storage	$180
chairs, plasitc lawn (30)	$180
oven, microwave	$180
freezer, chest, citation	$175
ice storage unit	$175
oven, microwave	$175
signs, emergency exit	$174
crib (1), youth bed (1)	$170
trellis, wedding	$167
vacuum eureka might mite 80	$157
landscape, trees	$151
air conditioner	$150
shelving & racks	$150
satellite wire	$148
blender, bar, osterizer	$140
vacuum	$137
hot dog machine	$131
satellite, remote hand held	$131
lawn mower	$130
cash register, bar	$125
refer, worm	$125
chairs green wood (12)	$120
skirting, banquet table	$116
table, marble & tops	$100
pans, sauce	$95
ice tea maker	$86
fire extinguisher	$85
blender, osterizer	$80
napkin holders, salt & pepper shakers	$80
seats, booster, stacking (4)	$74
french fry cutter	$50
milk shake machine	$50
toaster, 4 slice	$32

COPY

Total value of assets = $__692,535_____

DocuSign Envelope ID: 166A683C-A304-4939-8AB2-ECF1D28DAD36

RECEIVED
Aug 01, 2025
DEPARTMENT OF
WATER RESOURCES

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "**Agreement**"), is entered into as of the 10th day of November, 2023 (the "**Effective Date**"), by and between **FALL CREEK RETREAT, LLC** an Idaho limited liability company ("**Seller**"), and **FALL CREEK RECREATIONAL RETREAT, LLC** an Idaho limited liability company (hereinafter called "**Buyer**").

WHEREAS, Seller operates a resort business (the "**Business**") on leased U.S. Forest Service real property at the Anderson Ranch Reservoir in Elmore County, Idaho (the "**Real Property**"); and

COPY

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, substantially all the assets, and certain specified liabilities, of the Business, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants, representations and warranties herein contained, the parties hereto agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference as if set forth in full.

2. Sale and Purchase of Business Assets. Subject to the conditions stated in this Agreement, the sale by Seller and the purchase by Buyer of the Equipment, Goodwill, and Buildings of the Business as defined and more particularly set forth and itemized in **Exhibit A** to this Agreement, which exhibit is incorporated herein by this reference as if set forth herein in full (collectively, the "**Business Assets**"), pursuant to this Agreement shall occur on or before December 1, 2023, or such other date as Buyer and Seller may agree upon in writing (the "**Closing Date**").

3. Contingencies. Buyer's obligation to purchase the Assets is subject to satisfaction of the following contingencies:

3.1 Liquor License. Seller's cooperation with Buyer's reasonable requests to obtain a license from the State of Idaho to sell and serve alcohol at Anderson Ranch Reservoir (the "**Liquor License**"), including signing any documents necessary to terminate the liquor license that Seller currently holds.

3.2 Due Diligence. Buyer's obligation to close this transaction shall be subject to Buyer's approval, in Buyer's sole discretion, with the results of the Buyer's following due diligence reviews. Buyer waives its right under this Section 3.2 to condition its obligation to close the transactions contemplated under this Agreement on the basis of any of the following reviews that it fails to conduct.

3.2.1 Title Review. Buyer may obtain from Pioneer Title Co. a preliminary title report on the Real Property (the "**Title Report**"). Within 10 days of receiving the Title Report, Buyer shall give Seller written notice setting forth the exceptions that are material to Buyer's ability to operate a resort business on the Real

Property and not acceptable to Buyer (the "**Unacceptable Exceptions**"). If within five days Seller does not remove or agree to remove all of the Unacceptable Exceptions, then Buyer may elect to terminate this Agreement. Should Buyer not elect to terminate this Agreement within two days following Seller's five-day cure period, Buyer waives its right to terminate this Agreement for Seller's failure or refusal to remove Unacceptable Exception under this Section 3.2.1.

3.2.2 UCC Review. Buyer may obtain a Uniform Commercial Code search to confirm that the assets to be sold hereunder are free and clear of security interests and liens. If said search reveals any security interests or liens, Buyer may terminate this Agreement.

3.2.3 Document Review. Within five business days of the Effective Date, Seller shall deliver or cause to be delivered to Buyer the documents described below to the extent such documents are in Seller's possession: (a) any existing survey of the Real Property; (b) current property tax statement of the Real Property; (c) any Phase I Environmental Survey and additional environmental surveys of the Real Property; (d) government permits, land use approvals or conditions, or zoning restrictions affecting the Real Property; and (e) water certificates, permits, and transfer approval orders pertaining to the Real Property.

COPY

3.2.4 Site Study Review. Before the Closing Date, Buyer may engage consultants or engineers of Buyer's choosing to conduct site studies, including without limitation environmental assessments, structural inspections, water well testing, and septic tank testing, as Buyer deems reasonably necessary. Buyer or its agents shall have the right to enter the Real Property at reasonable times during business hours before the Closing Date to make such tests, inspections, studies, and other investigations as Buyer may require, at Buyer's expense and risk. Buyer shall, in accordance with the terms of this Agreement, defend, indemnify and hold Seller harmless from any loss, damage, or claim arising out of Buyer's access to the Real Property for the purpose of making tests, inspections, studies, and other investigations.

3.3 Waiver Notice. If Buyer does not deliver to Seller a written notice waiving all of Buyer's contingencies in this Section 3 on or before November 28, 2023, or if Buyer terminates this Agreement pursuant to Sections 3.2.1 or 3.2.2 above, then this Agreement shall be deemed to have terminated, and neither party shall have any further obligation to the other hereunder.

4. Payment of Purchase Price by Buyer.

4.1 Purchase Price. Buyer agrees to pay to Seller the sum of $450,000, on the basis of the following valuations:

4.1.1 Equipment: $25,000.00

4.1.2 Goodwill: $75,000.00

4.1.3 Buildings: $350,000.00

4.2 Cash at Closing. Buyer agrees to pay to Seller the sum of $225,000 Down Payment due at closing, and finance the remaining sum of $225,000.

5. Seller Financing.

5.1 Terms of Financing. Seller agrees to accept at closing the $225,000 Down Payment, pursuant to a Promissory Note, in the form attached hereto as **Exhibit B**, payable at the rate of $4,562.19 per month including interest, at the rate of 8 percent per annum, with the entire balance due and owing on the 5 year anniversary of closing. Buyer shall have the right to prepay without penalty all or any portion of the unpaid balance at any time. However, it is understood that any and all prepayments shall not alleviate Buyer's responsibility to timely continue to make the monthly payments set forth above.

5.2 Collateral for Financing. Pursuant to this Section 5.2, Buyer shall provide Seller with a first-priority Uniform Commercial Code security interest in and to the trade name "Fall Creek Resort & Marina" all accounts receivable, equipment, furniture, inventory, supplies, signs now existing or hereafter acquired by the Business, together with all proceeds and products from the Business. In addition, Buyer shall grant to Seller a security interest in the Liquor License to be issued to Buyer and a security interest in the buildings located on the Real Property that, for the purpose of this Agreement, shall be treated as personal property. The foregoing grant of security interests shall be evidenced by a security agreement in the form attached hereto as **Exhibit C**.

6. Warranties and Representations of Seller. Seller hereby represents and warrants to Buyer as follows:

6.1 Lawful Business. Seller is duly qualified under the laws of the state of Idaho to carry on its resort and marina business located on the shores of Anderson Ranch Reservoir, Elmore County, Idaho which it is selling and now owns.

6.2 Title. Seller has good and marketable title to the Business Assets.

6.3 Compliance with Liquor Laws. Seller is in compliance with and not in breach of any of the terms or any laws, regulations, or administrative rules relating to Seller's liquor license.

6.4 No Assignments. As of the Closing Date, none of the assets will be assigned, pledged, or otherwise encumbered by Seller.

6.5 Employee Agreements. There are no employment contracts with any employee or any salesman that are not terminable, upon proper notification, by Seller at will. Further, Seller agrees that any and all current employment agreements shall be terminated as of the Closing Date.

6.6 Structural Defects. Seller knows of no material structural defects with respect to the buildings on the Real Property.

6.7 Good Working Order. All electrical wiring, heating, cooling, and plumbing systems are in good working order and the condition of the Real Property, including the grounds, will be in substantially its present condition on the Closing Date.

6.8 Notices. Seller has received no written notice of any liens to be assessed against the assets to be sold and Seller has received no written notice from any governmental agency of any violation of any statute, law, ordinance, or deed restriction, rule, or regulation with respect to the Business Assets.

6.9 Hazardous Materials. Except for the underground fuel storage tank located at the Real Property, the Real Property has never been used for the storage or disposal of any hazardous material or waste; and the Real Property has not been identified by any governmental agency as a site on which environmentally hazardous materials or wastes have been or may have been located or deposited.

6.10 Underground Fuel Storage Tank. The underground fuel storage tank located at the Real Property complies with all applicable laws, was installed pursuant to all necessary permits, is in good condition, and has never leaked. The underground fuel storage tank is considered to be a non-working system that has met all the criteria to be decommissioned.

COPY

6.11 Inventory. Seller does not represent or warrant any specific amount of inventory that will be on hand at the Real Property as of the Closing Date.

6.12 Possession. No party other than Seller has any right of possession to the Real Property.

6.13 No Further Representations or Warranties. **UNLESS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER MAKE NO FURTHER REPRESENTATIONS AND EXTENDS NO FURTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED.**

7. Warranties and Representations of Buyer.

7.1 Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Idaho. Buyer has all necessary corporate power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by Buyer of this Agreement, the performance by Buyer of its obligations hereunder, and the consummation by Buyer of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement constitutes legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

7.2 The execution, delivery and performance by Buyer of this Agreement and the consummation of the transactions contemplated hereby do not and will not: (a) violate or

breach any provision of the certificate of organization or operating agreement of Buyer; (b) violate or breach any provision of any law or governmental order applicable to Buyer; or (c) require the consent, notice or other action by any Person under, conflict with, violate or breach, constitute a default under or result in the acceleration of any agreement to which Buyer is a party; except, in the cases of clauses (b) and (c), where the violation, breach, conflict, default, acceleration or failure to obtain consent or give notice would not have a material adverse effect on Buyer's ability to consummate the transactions contemplated hereby.

7.3 Immediately after giving effect to the transactions contemplated hereby, Buyer shall be solvent and shall: (a) be able to pay its debts as they become due; (b) own property that has a fair saleable value greater than the amounts required to pay its debts; and (c) have adequate capital to carry on its business. No transfer of property is being made and no obligation is being incurred in connection with the transactions contemplated hereby with the intent to hinder, delay or defraud either present or future creditors of Buyer or Seller. In connection with the transactions contemplated hereby, Buyer has not incurred, nor plans to incur, debts beyond its ability to pay as they become absolute and matured.

COPY

7.4 Buyer represents and warrants that it specifically understands, that the Real Property is subject to a Term Special Use Permit pursuant to the Act of March 4, 1919, as amended (ref. FSM 2710) Occupancy Permits, as amended March 4, 1915, with the U.S. Department of Agriculture administered through the U.S. Forest Service.

7.5 Buyer represents and warrants that neither Seller, nor any agent of Seller, has made any representations as to the ability of Buyer to make a profit or other amounts.

7.6 Buyer has conducted its own independent investigation, review and analysis of the Business and the Business Assets, and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records and other documents and data of Seller for such purpose. Buyer acknowledges and agrees that: (a) in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer has relied solely upon its own investigation and the express representations and warranties of Seller set forth in Section 6; and (b) neither Seller nor any other Person has made any representation or warranty as to Seller, the Business, the Business Assets or this Agreement, except as expressly set forth in Section 6 of this Agreement.

8. Possession and Closing. Seller shall deliver possession of the Real Property to Buyer after the Closing Date. The closing with respect to the transactions provided for in this Agreement shall take place at Pioneer Title in Boise, Idaho, which shall be deemed the closing agent for this Agreement. The parties each agree to pay one-half of said closing agent's costs for closing the transactions contemplated by this Agreement.

8.1 Deliveries by Seller. Seller shall deliver to the closing agent at closing the following:

8.1.1 A bill of sale for all equipment, furniture, and other personal property described on **Exhibit A**. A copy of the bill of sale is attached hereto as **Exhibit D** and incorporated herein by this reference as if set forth herein in full.

8.1.2 Seller shall also execute any and all documents deemed necessary by the U.S. Forest Service for the transfer of the Term Special Use Permit to Buyer.

8.1.3 Seller shall also execute any and all documents deemed necessary for the issuance to Buyer of the Liquor License.

8.1.4 Seller shall also execute a general assignment transferring to Buyer the right to use the name "Fall Creek Resort & Marina," any and all Internet domain names, and any and all telephone numbers presently held and used by the Business, in the form attached hereto as **Exhibit E**.

8.2 Deliveries by Buyer. Buyer shall deliver to the closing agent at closing the following:

8.2.1 Cash, certified check, or wire transfer in the amount of $225,000. Buyer shall deliver the Promissory Note, the Security Agreement, and Uniform Commercial Code Financing Statement executed by Buyer.

8.2.2 Deliver to Seller evidence of compliance with the insurance provisions of the Security Agreement.

COPY

8.3 Prorations. Taxes, assessments, and advertising commitments, if any, shall be prorated effective as of the date that possession of the Real Property is delivered to Buyer.

8.4 General Authority. The parties hereto specifically authorize, empower, and designate Pioneer Title to act as closing agent under the terms and conditions of this Agreement.

8.5 Sales Tax. Any sales tax shall be the responsibility of the Buyer.

9. Remedies.

9.1 Failure to Close by Buyer. If the conditions precedent to Buyer's obligations described in this Agreement are satisfied or waived by Buyer and Buyer fails or refuses to close this transaction, through no fault of Seller, this Agreement will be of no further effect, and Seller will be free of any further obligations under this Agreement.

9.2 Default by Seller. If Seller fails to deliver the documents described in Section 8.1 above on the closing date or otherwise breaches its obligations hereunder, the Buyer will be free of any further obligations under this Agreement.

10. General Provisions.

10.1 Agreement to Cause Payment of Certain Obligations. Seller agrees to satisfy or discharge all obligations and commitments of the Business incurred prior or at the closing with Seller's vendors, trade creditors, and any and all amounts due and owing to the U.S. Forest Service, or any other person or entity that is owed monies relating to this sale. Seller

DocuSign Envelope ID: 166A683C-A304-4939-8AB2-ECF1D28DAD36

hereby authorizes Pioneer Title as the closing agent, to withhold from the monies due and owing Seller at the time of closing, sufficient monies to pay all of Seller's vendors and trade creditors which are owed money from Seller. Buyer agrees to discharge all obligations and commitments of the Business accruing after the closing date with respect to Buyer's vendors and other creditors.

10.2 Risk of Loss and Insurance. Seller shall bear the risk of loss of any and all personal property being sold in accordance with this Agreement, except for any loss caused by acts of the Buyer or agents of the Buyer, up to the earlier of either the Closing Date or the date of possession, whichever occurs first. If the improvements are damaged or destroyed during the time Seller bears the risk of loss, to the extent the premises are untenantable, either party may elect to rescind and cancel this Agreement by notice in writing to the other within five (5) days after the date of such loss.

10.3 Attorney Fees. In the event that either party is required to employ attorneys to secure compliance with or enforcement of any of the terms or conditions of this Agreement or endorsements thereto, or of the Promissory Note, or other security instruments, then the party whose breach shall have necessitated such employment shall pay the other party's costs and expenses incurred, including reasonable attorney fees (whether or not any action be filed or prosecuted to judgment). It is specifically understood that should Seller have to send out a notice of default in accordance with this Agreement or other documents pertaining to this sale, then in that event, as a condition precedent to the curing of said default, Buyer shall pay any and all default costs, including reasonable attorney fees and escrow fees necessary to send out said notice and such payment shall be made with the curing of said default.

COPY

10.4 Notices. Any notice authorized by this Agreement to be served on or given to either party hereto shall be sufficiently served on or given to either party for all purposes if personally delivered or three (3) business days after deposit in the United States mail, certified or registered and with return receipt requested, and addressed to the party in question and the addresses hereinafter set forth; provided, however, that any party hereto may change its address for any such notice with a notice given as provided hereunder:

To the Seller: Fall Creek Retreat, LLC
Attn: John Boguslawski
393 S. Davey Springs Road
Fall Creek, Idaho 83647

DocuSign Envelope ID: 166A683C-A304-4939-8AB2-ECF1D28DAD36

To the Buyer:
Fall Creek Recreation Retreat, LLC
Attn: Daniel Barrett
2147 Fall Creek Road
Fall Creek, Idaho 83647

10.5 Severability. In the event that any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality or unenforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

10.6 Hold Harmless by Buyer. Buyer agrees to hold Seller, Seller's agents, licensees, and successors and assigns harmless from any and all causes of action, claims, and/or damages which arise from and after the Closing Date and/or possession, whichever occurs first. Buyer also agrees to indemnify and hold Seller harm less from all costs and/or attorney fees associated with the defense of any action and shall timely defend Seller with an attorney of Seller's choice against any and all causes of action or claims that may be brought in accordance with this provision.

10.7 Hold Harmless by Seller. Seller agrees to hold Buyer, Buyer's agents, licensees, and successors and assigns harmless from any and all causes of action, claims, and/or damages which arise prior to the Closing Date and/or possession, whichever occurs first. Seller also agrees to indemnify and hold Buyer harmless from all costs and/or attorney fees associated with the defense of any action and shall timely defend Buyer with an attorney of Buyer's choice against any and all causes of action or claims that may be brought in accordance with this provision.

10.8 Further Assurances. Each party hereby covenants and agrees on demand to execute any and all legal instruments which may be necessary or convenient to carry out the provisions of this Agreement.

10.9 Entire Agreement. This Agreement and all exhibits attached hereto or referenced in this Agreement contain the entire agreement between the parties with respect to the purchase and sale as herein described. No representations or warranties have been made by either party other than those expressly set forth herein.

10.10 Binding Effect, Benefit, Etc. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective personal representatives, successors and assigns.

10.11 Gender and Captions. As used in this Agreement, and in reference to the parties herein, the singular shall include the plural. The section and subsection captions and titles used above have been inserted for convenience only and are not to be construed in any way as limiting or defining the substantive contents of this Agreement.

10.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed as original, but all such counterparts shall constitute one and the same instrument.

10.13 Survival. This Agreement, and without. limitation, Buyer and Seller's warranties and representations herein contained, shall survive the closing and shall thereafter be enforceable in accordance with its terms.

10.14 Applicable Law. This Agreement, and the relations, rights and duties of the parties hereto, shall be governed by and interpreted and construed in accordance with the laws of the State of Idaho.

10.15 Time of the Essence. Time is of the essence in the performance of each and every term and condition of this Agreement and the rights and duties of the parties hereto.

[Signature Page Follows]

COPY

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

SELLER:
FALL CREEK RETREAT, LLC

By: _____
Name: John Boguslawski
Title: Manager

BUYER:
FALL CREEK RECREATIONAL RETREAT, LLC

DocuSigned by:
By: Daniel Barrett
Name: Daniel Barrett
Title: Manager

COPY

DocuSign Envelope ID: FB825044-CB1B-49F0-B24A-893E8E225140

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

SELLER:
FALL CREEK RETREAT, LLC

DocuSigned by:
By: _____
Name: John Boguslawski
Title: Manager

BUYER:
FALL CREEK RECREATIONAL RETREAT, LLC

By: _____
Name: Daniel Barrett
Title: Manager

COPY

DocuSign Envelope ID: 166A683C-A304-4939-8AB2-ECF1D28DAD36

EXHIBIT B

Promissory Note

$225,000

COPY

Elmore County, Idaho
December 1, 2023

For value received, **FALL CREEK RECREATIONAL RETREAT, LLC,** an Idaho limited liability company ("**Payor**"), promises to pay to the order of **FALL CREEK RETREAT, LLC**, an Idaho limited liability company, at 393 S. Davey Springs RD, Fall Creek, ID 83647 (or at such other address as the holder of this note may designate in writing) (the "**Noteholder**"), the principal sum of $225,000, together with interest thereon at the rate of 8 percent per annum from the date hereof until fully paid, payable as follows: monthly principal and interest payments of $4562.19 per month due on the first day of each month commencing December 1, 2023. December 1, 2028, is the maturity date of this note when the entire balance, including accrued but unpaid interest, shall be immediately due and payable.

All or any portion of principal may be prepaid at any time without penalty. All payments shall be applied first to interest accrued to the date of payment and then to principal.

If any payment is not made within 30 days when due, the entire unpaid balance of principal and accrued interest under this note may, at the option of the holder of this note, be declared immediately due and payable without prior notice.

If an action is filed to collect this note, Payor agrees to pay such sum as the trial court, bankruptcy court, and any appellate court may adjudge reasonable as attorney fees in the action, including any appeal.

This note may be assigned, transferred, or negotiated by the Noteholder to any person, at any time, without notice to or the consent of the Payor. The Payor may not assign or transfer this note or any of its rights hereunder without the prior written consent of the Noteholder. This note shall inure to the benefit of and be binding upon the parties and their permitted assigns.

This note, and Payor's obligations hereunder, are secured by a Security Agreement of even date herewith relating to business assets at the Fall Creek Resort & Marina.

FALL CREEK RECREATIONAL RETREAT, LLC

DocuSigned by:
By Daniel Barrett
Daniel Barrett

DocuSign Envelope ID: FB825044-CB1B-49F0-B24A-893E8E225140

EXHIBIT B

Promissory Note

$225,000

COPY

Elmore County, Idaho
December 1, 2023

For value received, **FALL CREEK RECREATIONAL RETREAT, LLC,** an Idaho limited liability company ("**Payor**"), promises to pay to the order of **FALL CREEK RETREAT, LLC,** an Idaho limited liability company, at 393 S. Davey Springs RD, Fall Creek, ID 83647 (or at such other address as the holder of this note may designate in writing) (the "**Noteholder**"), the principal sum of $225,000, together with interest thereon at the rate of 8 percent per annum from the date hereof until fully paid, payable as follows: monthly principal and interest payments of $4562.19 per month due on the first day of each month commencing December 1, 2023. December 1, 2028, is the maturity date of this note when the entire balance, including accrued but unpaid interest, shall be immediately due and payable.

All or any portion of principal may be prepaid at any time without penalty. All payments shall be applied first to interest accrued to the date of payment and then to principal.

If any payment is not made within 30 days when due, the entire unpaid balance of principal and accrued interest under this note may, at the option of the holder of this note, be declared immediately due and payable without prior notice.

If an action is filed to collect this note, Payor agrees to pay such sum as the trial court, bankruptcy court, and any appellate court may adjudge reasonable as attorney fees in the action, including any appeal.

This note may be assigned, transferred, or negotiated by the Noteholder to any person, at any time, without notice to or the consent of the Payor. The Payor may not assign or transfer this note or any of its rights hereunder without the prior written consent of the Noteholder. This note shall inure to the benefit of and be binding upon the parties and their permitted assigns.

This note, and Payor's obligations hereunder, are secured by a Security Agreement of even date herewith relating to business assets at the Fall Creek Resort & Marina.

FALL CREEK RECREATIONAL RETREAT, LLC

DS DB

By: _____
Daniel Barrett

DocuSign Envelope ID: 166A683C-A304-4939-8AB2-ECF1D28DAD36

EXHIBIT C

Security Agreement

This Security Agreement ("**Security Agreement**"), dated December 1, 2023, is between **FALL CREE RECREATIONAL RETREAT, LLC,** an Idaho limited liability company, whose mailing address is 2147 Fall Creek Road, Fall Creek, Idaho 83647 ("**Borrower**") and **FALL CREEK RETREAT, LLC**, an Idaho limited liability company, whose mailing address is 393 S. Davey Springs Road, Fall Creek, Idaho 83647 ("**Secured Party**").

Secured Party and Borrower agree as follows:

1. Grant of Security Interest. Borrower grants to Secured Party a security interest in the "Collateral" to secure the "Indebtedness" (as defined below).

(a) The word "Collateral" means all property sold by Secured Party to Borrower pursuant to the Asset Purchase Agreement between said parties of even date herewith (the "**Sale Agreement**") including the trade name "Fall Creek Resort & Marina," all accounts receivable, equipment, furniture, inventory, supplies, and signs, together with all proceeds thereof and the buildings located on the land subject to the U.S. Forest Service Permit to be transferred pursuant to the Sale Agreement, and all of Borrower's rights (but only to the extent assignable) in said U.S. Forest Service Permit or any replacement thereof. Additionally, the Collateral shall include Borrower's rights (but only to the extent assignable) in the liquor license issued to Borrower for the Fall Creek Resort & Marina.

(b) The word "Indebtedness" means the payment of Borrower's debt to Secured Party as evidenced by Borrower's promissory note of even date herewith payable to Secured Party in the principal amount of $225,000 (the "Note").

(c) The term "Uniform Commercial Code" means the Uniform Commercial Code as enacted by the State of Idaho.

(d) Capitalized terms not otherwise defined in this Security Agreement shall have the meanings given to them in the Sale Agreement.

2. Borrower's Representations, Warranties and Covenants. Borrower hereby warrants and covenants that:

(a) Except as otherwise provided for in this Security Agreement, at all times Collateral used primarily or solely in connection with the Business will be kept at Fall Creek Resort & Marina, Anderson Ranch Reservoir, Elmore County, Idaho, and shall not be removed from such location, in whole or in part, until such time as written consent to a change of location is obtained by Borrower from Secured Party;

(b) Except for sales of inventory in the ordinary course of business, Borrower will not sell, exchange, lease, or otherwise dispose of any Collateral, or suffer or permit any

additional lien, levy, or attachment thereon or security interest therein or financing statement to be filed with reference thereto, other than respecting any security interest of Secured Party and any ordinary course purchase money security interests, provided, however, that Borrower may exchange Collateral in the ordinary course of business for Collateral of substantially comparable value and utility; further provided, that Borrower may sell or otherwise dispose of any Collateral, that is no longer of any utility to Borrower;

(c) Borrower must pay, when due, all taxes, license fees, and assessments respecting the Collateral and the obligations secured hereby;

(d) Borrower consents to Secured Party executing, filing, and otherwise doing whatever may be necessary under applicable law to perfect and continue Secured Party's security interest in the Collateral;

(e) At the request of Secured Party, Borrower will take all reasonably requested actions to facilitate the perfection of Secured Party's lien in any Collateral, including, without limitation, all reasonably requested actions to facilitate the perfection of Secured Party's lien in any certificate of title, deposit account, or investment property Collateral;

COPY

(f) Secured Party may inspect any Collateral at any time upon reasonable notice;

(g) Borrower must notify Secured Party in writing prior to any change in Borrower's name, identity, or business structure; and

(h) Borrower must keep all of the tangible Collateral safe, in good condition and repair, and properly maintained, serviced, and conditioned.

3. Property Insurance.

(a) At all times after the date that Borrower takes possession or closing, whichever occurs first, Borrower shall bear the risk of loss of said personal property from all causes, except as to any loss occasioned by the negligence or willful acts of Secured Party or Secured Party 's agents. Borrower shall cause all of the insurable improvements on the buildings and the personal property to be insured against loss by fire, and other hazards, casualties, contingencies and risks embraced within the term "extended coverage," in an amount not less than the full insurable value of such items. Said policy of insurance shall include an endorsement insuring the parties to this Security Agreement as their interest may appear. Borrower shall maintain such insurance policy in full force and effect and shall pay all the premiums when they become due. Such insurance policy shall provide that all notices issued by the insurance company pertaining to any changes in insurance coverage under the policy, delinquent premium notices, or other matters pertaining to coverage provided by such policy shall be sent to both Borrower and Secured Party. Notice shall be given by the company to Secured Party at least thirty (30) days before any cancellation of the policy.

(b) If any of the buildings or personal property suffers loss or destruction by an insured cause, Borrower shall have the right to use the insurance proceeds to repair the buildings or replace the personal property so long as Borrower makes the required monthly

DocuSign Envelope ID: 166A683C-A304-4939-8AB2-ECF1D28DAD36

payments pursuant to this Security Agreement, the promissory note and deed of trust. Such monthly payments will not be interrupted because of such loss or destruction. If the estimated cost of repairing the damage to or replacement of the buildings or personal property exceeds forty percent (40%) of the value of said immediately prior to its destruction or casualty loss, Secured Party shall have the right to determine whether the damaged property should be repaired or replaced, or to require that the proceeds be applied to the purchase price. Any such payment to Secured Party shall be treated as a prepayment hereunder.

(c) Borrower shall obtain general public liability insurance protecting and indemnifying Borrower and Secured Party against all claims for damages to persons or property or for loss of life upon it, in, or about the premises. Said insurance shall have minimum liability limits of at least $500,000 per person/$1,000,000 per occurrence, and at least $150,000 property damage. Said liability insurance shall cover the liquor establishment with coverage to insure against the negligence of agents or employees of Borrower in serving drinks and otherwise dealing with the operation of a retail liquor establishment and bar in the state of Idaho. Said liability insurance shall name Secured Party as a coinsured and shall provide that written notice shall be given to Secured Party of any change in insurance coverage under the insurance policy, delinquent premium notices, or other matters pertaining to coverage provided by such policy and such shall be sent to both Borrower and Secured Party. Written notice shall be given by the company to Secured Party at least thirty (30) days before any cancellation of said policy.

COPY

4. Payment of Obligations by Borrower. Borrower covenants that it will timely pay all amounts due and owing in accordance with this Security Agreement and in accordance with the Promissory Note, which are due and owing to Secured Party. Borrower also agrees to keep all equipment, furniture, and machinery in good repair and not to sell the same without first obtaining the Secured Party's written consent so long as there are monies due and owing hereunder, except that Borrower shall have the right to replace said equipment, furniture, machinery and/or inventory without prior permission and the same shall be deemed to be a part of Secured Party's security position in accordance with the terms of this Security Agreement.

5. Requirement to Maintain Inventory. Borrower acknowledges that in order to run a profitable business, it is necessary to maintain inventory and supplies sufficient to meet the needs of its customers. Borrower agrees that until the Indebtedness is paid in full, Borrower will maintain inventories of foods, supplies, and/or liquor at reasonable levels to ensure Borrower's ability to adequately serve the needs of its customers.

6. Continued Operation. Borrower agrees that it shall cause the Business to continue to operate a lodge, marina, restaurant, and liquor bar at its present place of business only and in the same condition as it is at the time Borrower took possession. Borrower will not change such location (or add additional locations) until all sums due hereunder have been paid in full unless Borrower has received the prior written consent of Secured Party. Secured Party's consent will not be withheld unreasonably. Borrower agrees to maintain reasonable hours of operation.

7. Use of the Name. Borrower agrees that so long as there are sums due and owing hereunder that it shall retain and use the name Fall Creek Resort & Marina and not change that name nor the location of the Business.

8. No Encumbrance. Borrower agrees that it shall not allow the Business to place (or allow the involuntary placement of) any lien, encumbrance, claim or other charge on any of the assets, fixtures, inventory, or buildings now existing or hereafter acquired by the Business, which would be in a superior security position, or claimed position to that of Secured Party. Secured Party shall always remain in the first security position so long as there are monies due and owing to Secured Party in accordance with the terms and conditions of this Security Agreement.

9. Default. Time is of the essence. Borrower will be in default under this Security Agreement upon the occurrence of any of the following events or conditions:

(a) Any default in payment under the Note occurs and Borrower does not remedy such default within ten (10) business days after notice by Secured Party;

COPY

(b) Borrower ceases operating a material part of the Business;

(c) Borrower's breach of or failure to keep, observe, or perform any provision of this Security Agreement and Borrower does not remedy such breach or failure within thirty (30) days after notice by Secured Party;

(d) The discovery of any misrepresentation, or material falsity of any material warranty, representation, or statement made or furnished by Borrower to Secured Party whether or not in connection with this Security Agreement and Borrower does not remedy the same within thirty (30) days of notice by Secured Party; or

(e) Borrower files a petition in bankruptcy or a petition is filed against Borrower.

10. Remedies of Secured Party. Upon Borrower's default, Secured Party will have all rights and remedies granted to Secured Party by the Uniform Commercial Code, the Note, and this Security Agreement and may declare the Note and obligations immediately due and payable without notice and demand and may require Borrower to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. Borrower agrees to pay Secured Party's reasonable attorney fees and expenses (including, without limitation, those incurred in any bankruptcy proceeding or on appeal) and other expenses incurred by Secured Party in attempting to recover any amount due under this Security Agreement, and in retaking, holding, preparing for sale, selling and realizing on the Collateral. Should any suit or action be instituted on this Security Agreement, on the Note or to replevy the Collateral, or any part thereof, the losing party shall pay the prevailing party's reasonable attorney fees and expenses (including, without limitation, those incurred in any bankruptcy proceeding or on appeal).

11. General Provisions.

(a) All of the terms herein and the rights, duties, and remedies of the parties shall be governed by the laws of Idaho, without regard to the principles of conflicts of law thereof.

DocuSign Envelope ID: 166A683C-A304-4939-8AB2-ECF1D28DAD36

(b) All of the benefits of this Security Agreement shall inure to Secured Party, Secured Party's successors in interest and assigns and the obligations hereunder shall be binding upon Borrower, Borrower's legal representatives, successors, and permitted assigns. Borrower may not assign its right, title, and interest in this Security Agreement without Secured Party's prior written consent.

(c) All notices required to be given under this Security Agreement shall be given in writing and shall be effective when actually delivered or when deposited with a nationally recognized overnight courier or deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the address shown above. Any party may change its address for notices under this Security Agreement by giving written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Secured Party informed at all times of Borrower's current principal address.

(d) This Security Agreement, together with the Note, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Security Agreement and the Note.

COPY

(e) This Security Agreement may not be amended except by a writing signed by Secured Party and Borrower.

(f) This Security Agreement may be executed in separate counterparts.

The parties have executed this Security Agreement as of the date first set forth above.

FALL CREEK RETREAT, LLC

By: _____
Name: John Boguslawski
Title: Manager

FALL CREEK RECREATIONAL RETREAT, LLC

DocuSigned by:
By: David Barrett
Name: Daniel Barrett
Title: Manager

DocuSign Envelope ID: FB825044-CB1B-49F0-B24A-893E8E225140

(b) All of the benefits of this Security Agreement shall inure to Secured Party, Secured Party's successors in interest and assigns and the obligations hereunder shall be binding upon Borrower, Borrower's legal representatives, successors, and permitted assigns. Borrower may not assign its right, title, and interest in this Security Agreement without Secured Party's prior written consent.

(c) All notices required to be given under this Security Agreement shall be given in writing and shall be effective when actually delivered or when deposited with a nationally recognized overnight courier or deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the address shown above. Any party may change its address for notices under this Security Agreement by giving written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Secured Party informed at all times of Borrower's current principal address.

COPY

(d) This Security Agreement, together with the Note, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Security Agreement and the Note.

(e) This Security Agreement may not be amended except by a writing signed by Secured Party and Borrower.

(f) This Security Agreement may be executed in separate counterparts.

The parties have executed this Security Agreement as of the date first set forth above.

FALL CREEK RETREAT, LLC

By: _____
Name: John Boguslawski
Title: Manager

FALL CREEK RECREATIONAL RETREAT, LLC

DocuSigned by:
By: _____
Name: Daniel Barrett
Title: Manager

DocuSign Envelope ID: 166A683C-A304-4939-8AB2-ECF1D28DAD36

EXHIBIT D

Form of Bill of Sale

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **FALL CREEK RETREAT, LLC**, an Idaho corporation ("**Seller**"), hereby sells, transfers and assigns to **FALL CREEK RECREATIONAL RETREAT, LLC**, an Idaho limited liability company ("**Buyer**"), all of Seller's right, title and interest in and to the inventory, equipment, furniture, fixtures, and other personal property owned by Seller that is located at and used in connection with the operation of the business known as "Fall Creek Resort & Marina," including without limitation all personal property described on attached **Exhibit A**, together with all buildings that are located at said Fall Creek Resort & Marina.

COPY

TO HAVE AND TO HOLD the same unto Buyer, its successors and assigns, forever.

Seller represents and warrants that it holds and is conveying title to the assets free and clear of any liens, encumbrances and third-party claims and that Seller has all lawful right and authority to make this conveyance.

Executed as of the 1st day of December, 2023.

FALL CREEK RETREAT, LLC,

DS
DB

By: _____
John Boguslawski, Manager

DocuSign Envelope ID: FB825044-CB1B-49F0-B24A-893E8E225140

EXHIBIT D

Form of Bill of Sale

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **FALL CREEK RETREAT, LLC**, an Idaho corporation ("**Seller**"), hereby sells, transfers and assigns to **FALL CREEK RECREATIONAL RETREAT, LLC**, an Idaho limited liability company ("**Buyer**"), all of Seller's right, title and interest in and to the inventory, equipment, furniture, fixtures, and other personal property owned by Seller that is located at and used in connection with the operation of the business known as "Fall Creek Resort & Marina," including without limitation all personal property described on attached **Exhibit A**, together with all buildings that are located at said Fall Creek Resort & Marina.

COPY

TO HAVE AND TO HOLD the same unto Buyer, its successors and assigns, forever.

Seller represents and warrants that it holds and is conveying title to the assets free and clear of any liens, encumbrances and third-party claims and that Seller has all lawful right and authority to make this conveyance.

Executed as of the 1st day of December, 2023.

FALL CREEK RETREAT, LLC,

DocuSigned by:

By: _____

John Boguslawski, Manager

DocuSign Envelope ID: 166A683C-A304-4939-8AB2-ECF1D28DAD36

EXHIBIT A to BILL OF SALE
Personal Property

Main building

Marina building

Campground with 45 sites

RV septic pump trailer

Underground fuel tank

Furniture

Kitchen appliances and equipment

Arcade game

3 TVs

Washer and dryer

COPY

DS
DB

DocuSign Envelope ID: FB825044-CB1B-49F0-B24A-893E8E225140

EXHIBIT A to BILL OF SALE
Personal Property

Main building

Marina building

Campground with 45 sites

RV septic pump trailer

Underground fuel tank

Furniture

Kitchen appliances and equipment

Arcade game

3 TVs

Washer and dryer

COPY

DS

DocuSign Envelope ID: 166A683C-A304-4939-8AB2-ECF1D28DAD36

EXHIBIT E

General Assignment

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **FALL CREEK RETREAT, LLC.**, an Idaho limited liability company ("**Assignor**"), hereby assigns, transfers and delegates to **FALL CREEK RECREATIONAL RETREAT, LLC**, an Idaho limited liability company, ("**Assignee**"), and Assignee hereby accepts the assignment, transfer and delegation of, all of Assignor's right, title and interest in and to all intangible property owned by Assignor and related to the "Business" that is the subject of that certain Asset Purchase Agreement between the parties of even date herewith, including, without limitation, in and to the following: (a) the name "Fall Creek Resort & Marina"; (b) all internet domain names related to the Business; (c) all phone numbers for the Business; (d) U.S. Forest Service Term Special Use Permit for Anderson Ranch Reservoir; (e) Idaho Liquor License for Anderson Ranch Reservoir; (f) all warranties or guaranties given or made with respect to the Business Assets; (g) all consents, authorizations, variances or waivers, licenses, permits, and approvals from any governmental or quasi-governmental agency, or other entity or instrumentality with regard to the Business.

COPY

Executed as of the 1st day of December, 2023.

FALL CREEK RETREAT, LLC

By: _____
John Boguslawski, Manager

DS
DB

DocuSign Envelope ID: FB825044-CB1B-49F0-B24A-893E8E225140

EXHIBIT E

General Assignment

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **FALL CREEK RETREAT, LLC.**, an Idaho limited liability company ("**Assignor**"), hereby assigns, transfers and delegates to **FALL CREEK RECREATIONAL RETREAT, LLC**, an Idaho limited liability company, ("**Assignee**"), and Assignee hereby accepts the assignment, transfer and delegation of, all of Assignor's right, title and interest in and to all intangible property owned by Assignor and related to the "Business" that is the subject of that certain Asset Purchase Agreement between the parties of even date herewith, including, without limitation, in and to the following: (a) the name "Fall Creek Resort & Marina"; (b) all internet domain names related to the Business; (c) all phone numbers for the Business; (d) U.S. Forest Service Term Special Use Permit for Anderson Ranch Reservoir; (e) Idaho Liquor License for Anderson Ranch Reservoir; (f) all warranties or guaranties given or made with respect to the Business Assets; (g) all consents, authorizations, variances or waivers, licenses, permits, and approvals from any governmental or quasi-governmental agency, or other entity or instrumentality with regard to the Business.

Executed as of the 1st day of December, 2023.

FALL CREEK RETREAT, LLC

DocuSigned by:

By: _____

John Boguslawski, Manager

Mansfield, Debra

From: Clark, Trevlyn - FS, UT <Trevlyn.Clark@usda.gov>
Sent: Tuesday, November 18, 2025 10:41 AM
To: Mansfield, Debra
Subject: Re: Fall Creek Retreat SUP

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Hi Debra-

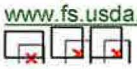
I had reached out to the Forest contact right before we were shut down and had not received a response. Let me reach out to them today and see what their preference would be. I do believe that they most likely have not had an opportunity to work with the permittee on the paperwork.

Thanks for all of your help and guidance with this particular issue. I really appreciate it!

Thanks,
Trevi



Trevlyn Clark, Hydrologist
Regional Water Rights Specialist
Forest Service
Intermountain Region
p: 307-248-3960
trevlyn.clark@usda.gov
671 N Washington
Afton, WY 83110
www.fs.usda.gov



Caring for the land and serving people

From: Mansfield, Debra <Debra.Mansfield@idwr.idaho.gov>
Sent: Friday, November 14, 2025 1:28 PM
To: Clark, Trevlyn - FS, UT <Trevlyn.Clark@usda.gov>
Subject: RE: Fall Creek Retreat SUP

Hi Trevy,

I am reaching out to see if the necessary documentation has been obtained for the submitted Change in Water Right Ownership for Water Rights 63-17929 and 63-31311.

I do know these things take time; if it will be a while before you are able obtain the documentation then IDWR will return this existing Notice, and you can re-submit when the documentation is ready.

If I do not receive a response to this message by November 21, 2025, the Department will return the received Notice with all received attachments and issue a refund. You will still be able to resubmit when the documentation is ready.

Thank you,

Debra Mansfield | Technical Records Specialist 1
IDWR – State Office
322 E Front St, Boise ID 83702-7371
(208) 287-4921 | Debra.Mansfield@idwr.idaho.gov

From: Clark, Trevlyn - FS, UT <Trevlyn.Clark@usda.gov>
Sent: Monday, September 29, 2025 11:11 AM
To: Mansfield, Debra <Debra.Mansfield@idwr.idaho.gov>
Subject: Re: Fall Creek Retreat SUP

CAUTION: **This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.**

Thank you! I will work with the permittee and work on obtaining that documentation.



Trevlyn Clark
Water Rights Specialist and Hydrologist
Forest Service
Intermountain Region 4
p: 307-248-3960
trevlyn.clark@usda.gov
671 N Washington
Afton, WY 83110

From: Mansfield, Debra <Debra.Mansfield@idwr.idaho.gov>
Sent: Friday, September 26, 2025 4:17 PM
To: Clark, Trevlyn - FS, UT <Trevlyn.Clark@usda.gov>
Subject: RE: Fall Creek Retreat SUP

Hello Trevi,

I have received a response from my legal team regarding their review of the most recent special use permit for the Fall Creek Recreation area.

They found that we will need different documentation to complete the Ownership Change for 63-17929 & 63-31311.

If there is no current deed existing that conveys the water rights to the USA on behalf of the USDA Forest Service, then a deed needs to be created to convey the rights. We often accept Quitclaim deeds that are conveying Water

Rights only with no property attached. The new deed will need to show Water Rights 63-17929 & 63-31311 being conveyed from Fall Creek Retreat LLC to the USA on behalf of the USDA Forest Service.

Please let me know how the USDA Forest Service would like to proceed.

Thank you,

Debra Mansfield | Technical Records Specialist 1
IDWR – State Office
322 E Front St, Boise ID 83702-7371
(208) 287-4921 | Debra.Mansfield@idwr.idaho.gov

From: Clark, Trevlyn - FS, UT <Trevlyn.Clark@usda.gov>
Sent: Friday, August 29, 2025 9:20 AM
To: Mansfield, Debra <Debra.Mansfield@idwr.idaho.gov>
Subject: Fw: Fall Creek Retreat SUP

CAUTION: **This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.**

Good Morning Debra-

Here is the most recent signed special use permit for the Fall Creek Recreation area.

Thanks,
Trevi

Trevlyn Clark
Water Rights Specialist and Hydrologist
Forest Service
Intermountain Region 4
p: 307-248-3960
trevlyn.clark@usda.gov
671 N Washington
Afton, WY 83110

From: Jordan, Edward - FS, ID <edward.l.jordan@usda.gov>
Sent: Thursday, August 28, 2025 4:06 PM
To: Clark, Trevlyn - FS, UT <Trevlyn.Clark@usda.gov>
Cc: Courter, Joshua - FS, ID <joshua.courter@usda.gov>
Subject: RE: Fall Creek Retreat SUP

Hi Trevlyn,

I am attaching the most recent permit to Fall Creek Recreational Retreat for the resort.

Edward Jordan
Realty Specialist
Forest Service
Boise National Forest
Idaho City Ranger District
Phone: 208-392-3727
edward.l.jordan@usda.gov
3833 Highway 21, PO BOX 129
Idaho City, ID 83631

From: Clark, Trevlyn - FS, UT <Trevlyn.Clark@usda.gov>
Sent: Thursday, August 28, 2025 11:20 AM
To: Jordan, Edward - FS, ID <edward.l.jordan@usda.gov>; Courter, Joshua - FS, ID <joshua.courter@usda.gov>
Subject: Fall Creek Retreat SUP

Good Morning-

IDWR has given me some feedback on the change in ownership forms and I need to provide some additional information. Can you please provide me with a copy of the latest SUP authorization? Their legal was requesting that to determine if we need to send in a quitclaim deed in addition to what has already been provided.

Thanks for your help!

Trevlyn Clark
Water Rights Specialist and Hydrologist
Forest Service
Intermountain Region 4
p: 307-248-3960
trevlyn.clark@usda.gov
671 N Washington
Afton, WY 83110

This electronic message contains information generated by the USDA solely for the intended recipients. Any unauthorized interception of this message or the use or disclosure of the information it contains may violate the law and subject the violator to civil or criminal penalties. If you believe you have received this message in error, please notify the sender and delete the email immediately.

Mansfield, Debra

From: Clark, Trevlyn - FS, UT <Trevlyn.Clark@usda.gov>
Sent: Friday, August 29, 2025 9:20 AM
To: Mansfield, Debra
Subject: Fw: Fall Creek Retreat SUP
Attachments: MTH133125_FallCreekRecreationalRetreat_Permit.pdf

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Good Morning Debra-

Here is the most recent signed special use permit for the Fall Creek Recreation area.

Thanks,
Trevi

Trevlyn Clark
Water Rights Specialist and Hydrologist
Forest Service
Intermountain Region 4
p: 307-248-3960
trevlyn.clark@usda.gov
671 N Washington
Afton, WY 83110

From: Jordan, Edward - FS, ID <edward.l.jordan@usda.gov>
Sent: Thursday, August 28, 2025 4:06 PM
To: Clark, Trevlyn - FS, UT <Trevlyn.Clark@usda.gov>
Cc: Courter, Joshua - FS, ID <joshua.courter@usda.gov>
Subject: RE: Fall Creek Retreat SUP

Hi Trevlyn,

I am attaching the most recent permit to Fall Creek Recreational Retreat for the resort.

Edward Jordan
Realty Specialist
Forest Service
Boise National Forest
Idaho City Ranger District
Phone: 208-392-3727
edward.l.jordan@usda.gov

3833 Highway 21, PO BOX 129
Idaho City, ID 83631

From: Clark, Trevlyn - FS, UT <Trevlyn.Clark@usda.gov>
Sent: Thursday, August 28, 2025 11:20 AM
To: Jordan, Edward - FS, ID <edward.l.jordan@usda.gov>; Courter, Joshua - FS, ID <joshua.courter@usda.gov>
Subject: Fall Creek Retreat SUP

Good Morning-

IDWR has given me some feedback on the change in ownership forms and I need to provide some additional information. Can you please provide me with a copy of the latest SUP authorization? Their legal was requesting that to determine if we need to send in a quitclaim deed in addition to what has already been provided.

Thanks for your help!



Trevlyn Clark
Water Rights Specialist and Hydrologist

Forest Service
Intermountain Region 4

p: 307-248-3960
trevlyn.clark@usda.gov

671 N Washington
Afton, WY 83110

This electronic message contains information generated by the USDA solely for the intended recipients. Any unauthorized interception of this message or the use or disclosure of the information it contains may violate the law and subject the violator to civil or criminal penalties. If you believe you have received this message in error, please notify the sender and delete the email immediately.

IDAHO DEPARTMENT OF
WATER RESOURCES

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

Governor Brad Little Director Mathew Weaver

July 30, 2025

UNITED STATES OF AMERICA ACTING THROUGH
USDA FOREST SERVICE
324 25TH ST
OGDEN UT 84401-2310

RE: Change in Ownership for Water Right No(s): 63-31311, 63-17929

Dear Interested Parties:

The Department of Water Resources (Department) acknowledges receipt of your Notice of Change in Water Right Ownership (Notice).

Our review of your Notice indicates that additional information is required before the Department can process the change. The information required is indicated below:

- Evidence of Water Right Ownership: copy of Deed, Title Policy, Contract of Sale, or other legal document indicating your ownership of the property and/or water rights in question

The Department did not receive any supporting documentation with your Notice. 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.

Please note, Items that are not conveyance documents are deeds of trust, mortgages, purchase and sales agreements, and property tax notices.

Because the Department cannot process the Notice without proper documentation, we will hold any action on your notice pending receipt of the necessary information. If we do not receive the necessary information within 30 days we will return your notice and all attachments and your notice will not be processed.

If you have any questions regarding this matter, please contact me at 208-287-4800.

Sincerely,

Debra Mansfield

Debra Mansfield
Technical Records Specialist 1

Enclosure(s)

c: FALL CREEK RETREAT LLC

Outlook

Received Change in Ownership for Water Rights 63-17929 & 63-31311

From Mansfield, Debra <Debra.Mansfield@idwr.idaho.gov>
Date Tue 7/29/2025 12:33 PM
To tyler.larsen@usda.gov <tyler.larsen@usda.gov>

1 attachment (1 MB)
Regarding your Received Change in Ownership for Water Rights 63-17929 & 63-31311.pdf;

Hello,

Please see the attached letter regarding your Notice of Change in Ownership for Water Rights 63-17929 and 63-31311. This letter is also being mailed via USPS as per Department procedures.

Required documentation may be submitted electronically to **file@idwr.idaho.gov**.

I cannot receive documentation through this email address, but feel free to reply with any questions regarding your Change in Ownership.

Thank you,

Debra Mansfield | Technical Records Specialist 1
IDWR – State Office
322 E Front St, Boise ID 83702-7371
(208) 287-4921 | Debra.Mansfield@idwr.idaho.gov