



Town of Apple Valley
1777 N. Meadowlark Drive, Apple Valley, Utah 84737
Phone: (435) 877-1190 Fax: (435) 877-1192
www.applevalleyut.gov

APPLICATION TO APPEAR BEFORE THE PLANNING COMMISSION

Date of Planning Commission meeting for this agenda item to appear TBD by new council

Paperwork returned by Libby Wells (Date) 12/29/21

Name of Applicant: Travis & Libby Wells (TLW Investments)

Site Location: AV-1343-A-1 (40 Acres)

Mailing Address: 1363 Rome Way
Apple Valley UT 84737

Phone: 208-681-5407

Purpose of Request: Zone change
(1 acre)

Libby Wells
Applicant Signature

1. Annexations: \$1500.00 filing fee
2. Conditional Use Permit: \$300.00 filing fee
3. Zone Changes: \$500.00 + Acreage Fee filing fee
4. Subdivisions: \$1500.00 filing fee
5. Lot Line Adjustment: \$200.00 filing fee
6. Lot Split (2 Lots): \$250.00 filing fee
7. General Plan Amendment: \$500.00 + Acreage Fee filing fee

Note: Final approval of this application is subject to all necessary paperwork being submitted. Applications requiring a public hearing may have other requirements which must be completed prior to placement on an agenda. When those applications have been approved for the agenda, they must be submitted no later than 4:00 p.m. the Wednesday three weeks prior to the expected commission meeting. All other applications must be submitted no later than 5:00 p.m. on Thursday, one week prior to the regularly scheduled Commission meeting. All plats, drawings, or other visual material must be submitted in a format viewable by public attending the meeting, as well as an email in PDF format for reproduction to meet notice requirements.

_____/_____
Planning Commission Chairman Date

_____/_____
City Administration Date



Town of Apple Valley

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Fee: \$500.00 + Acreage Fee
1 – 100 Acres: \$50.00/Acre
101 – 500 Acres: \$25.00/Acre
501 + Acres: \$10/Acre

Zone Change Application

Applications Must Be Submitted A Minimum of 21 Days In Advance of The Planning Commission Meeting

Name: TLW Investments LLC		Phone: 208-681-5407	
Address: 1363 N Rome		Email: libbywells@infowest.com	
City: Apple Valley		State: Utah	Zip: 84737
Agent: (If Applicable) Trans or Libby Wells		Phone: 208-589-5407	
Address/Location of Property:		Parcel ID: AV-1343-A-1	
Existing Zone: Open Space		Proposed Zone: RE-1	
Reason for the request develop subdivision			

Submittal Requirements: The zone change application shall provide the following:

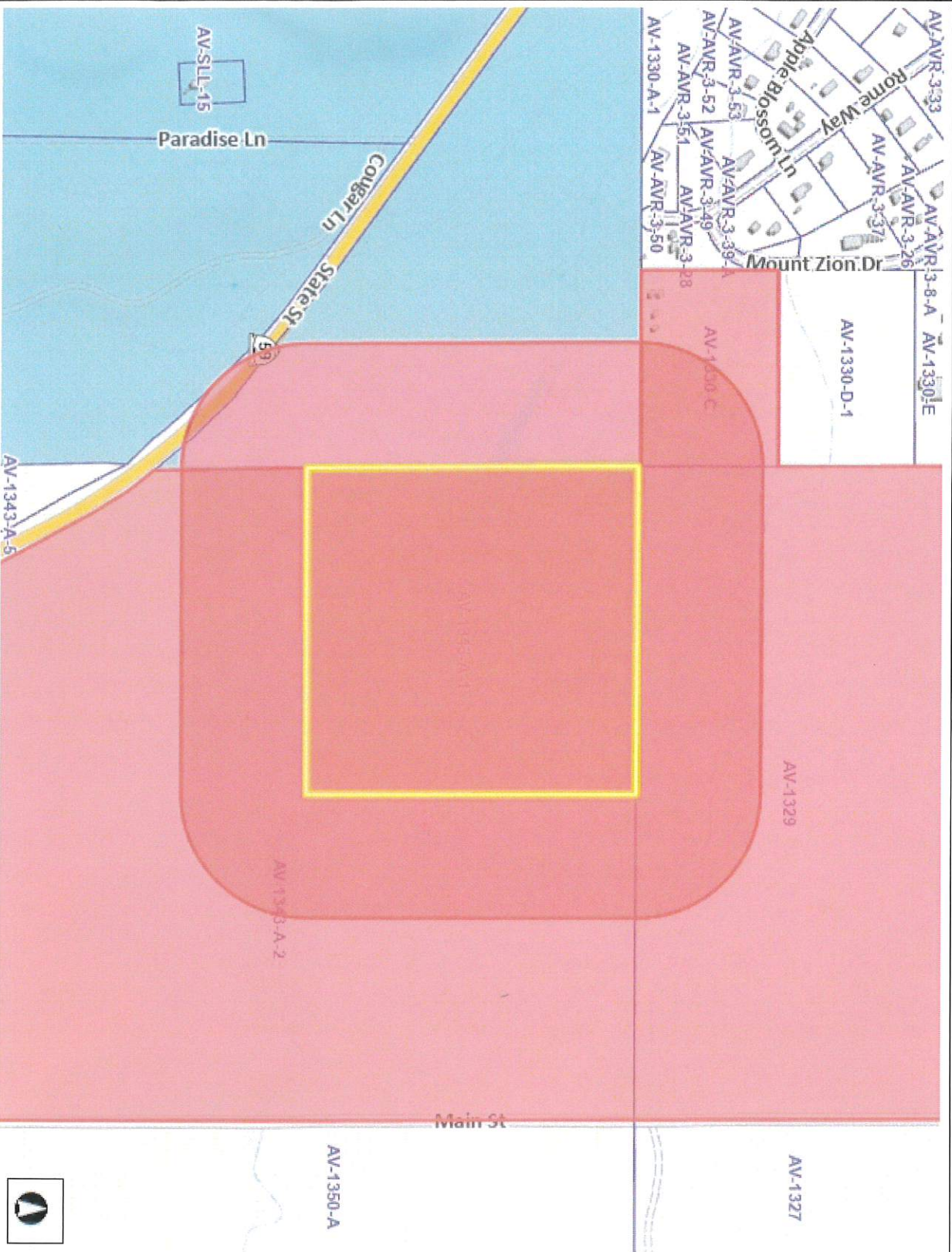
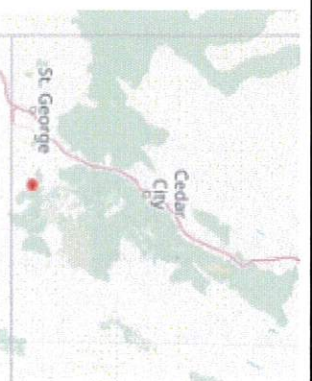
- ☒ A. The name and address of every person or company the applicant represents
- ☒ B. An accurate property map showing the existing and proposed zoning classifications
- ☒ C. All abutting properties showing present zoning classifications
- ☒ D. An accurate legal description of the property to be rezoned
- ☒ E. Stamped envelopes with the names and address's of all property owners within 500' of the boundaries of the property proposed for rezoning. Including owners along the arterial roads that may be impacted
- ☒ F. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence the applicant has control of the property

Note: To avoid delays in processing your Zone Change request, it is important that all applicable information noted above, along with the fee, is submitted with the application. An incomplete application will not be scheduled for the Planning Commission. Planning Commission meetings are held on the second and fourth Wednesday of each month at 6:00 pm. Submission of a completed application does not guarantee your application will be placed on the next PC meeting agenda. It may be placed on the next available PC meeting agenda.

Official Use Only	
Date Received: 10/21/21	By: [Signature]
Date Application Deemed Complete: 10/21/21	By: [Signature]



Title



Legend

- Parcels
- Ownership
 - U.S. Forest Service
 - U.S. Forest Service Wilderness
 - Bureau of Land Management
 - Bureau of Land Management Wild
 - National Park Service
 - Shivwits Reservation
 - Utah Division of Wildlife Resources
 - Utah Division of Transportation
 - State Park
 - State of Utah
 - Washington County
 - Municipally Owned
 - School District
 - Privately Owned
 - Water
 - Water Conservancy District
 - State Assessed Oil and Gas
 - Mining Claim

Notes

DISCLAIMER: The information shown on this map was compiled from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Washington County, Utah will not be held responsible for any claims, losses or damages resulting from the use of this map.

1,504.7 0 752.33 1,504.7 Feet
WGS_1984_Web_Mercator_Auxiliary_Sphere

AFFIDAVIT
PROPERTY OWNER

STATE OF UTAH)
)§
COUNTY OF WASHINGTON)

I (We) TLW Investments LLC, being duly sworn, depose and say that I (We) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided identified in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I (We) also acknowledge that I (We) have received written instructions regarding the process for which I (We) am (are) applying and the Apple Valley Town planning staff have indicated they are available to assist me in making this application.

Hubby Wells
Property Owner

Property Owner

Subscribed and sworn to me this 21 day of October, 2021.



Craig Coats
Notary Public

Residing in: Wash. Co.

My Commission Expires: July 5, 2024

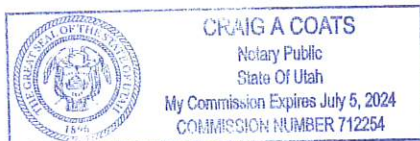
AGENT AUTHORIZATION

I (We), ^{LW}~~Cedar Vista LLC~~ TLW Investments LLC the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) Alliance Consulting to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative body in the Town of Apple Valley considering this application and to act in all respects as our agent in matters pertaining to the attached application.

Hubby Wells
Property Owner

Property Owner

Subscribed and sworn to me this 21 day of October, 2021.



Craig Coats
Notary Public

Residing in: Wash. Co.

My Commission Expires: July 5, 2024



Apple Valley AV-1343-A-1

The Northwest Quarter, of the Northeast quarter of Section 32, Township 42 South, Range 11 West, Salt Lake Base and Meridian.

Warranty Deed Page 1 of 3

Gary Christensen Washington County
Recorder

08/02/2021 03:38:39 PM Fee \$40.00 By GT
TITLE SERVICES

MAIL TAX NOTICES TO GRANTEE AT:
1363 NORTH ROME WAY, APPLE VALLEY, UTAH 84737



Property Reference Information:

Tax Parcel No(s): AV-1343-A-1

40 ACRES

Property Address(es) (if any):

ADDRESS UNASSIGNED, APPLE VALLEY, UT 84737

WARRANTY DEED

CEDAR VISTA LLC, a UTAH limited liability company ("Grantor"),

in exchange for good and valuable consideration, hereby conveys and warrants to

TLW INVESTMENTS LLC, AN IDAHO limited liability company ("Grantee"),

in fee simple the following described real property located in WASHINGTON County, Utah, together with
all the appurtenances, rights, and privileges belonging thereto, to wit (the "Property"):

**THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32,
TOWNSHIP 42 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN.**

With all the covenants and warranties of title from Grantor in favor of Grantee as are generally included
with a conveyance of real property by warranty deed under Utah law, except for, however, the Property is
subject to: (a) leases, rights of way, easements, reservations, plat maps, covenants, conditions, and
restrictions appearing of record and enforceable in law; (b) zoning and other regulatory laws and
ordinances affecting the Property; and (c) real property taxes and assessments for the year 2021 and
thereafter.

[Remainder of page intentionally left blank. Signatures appear on the following page.]

Information for reference purposes:

OT Title File No.: W44447

Tax Parcel No(s): AV-1343-A-1

Property Address(es) (if any):

ADDRESS UNASSIGNED, APPLE VALLEY, UT 84737

-Signature Page to Warranty Deed-

The undersigned person who signs this deed hereby represents and certifies that the conveyance of the Property hereby has been duly approved by Grantor and that he/she has executed and delivered this deed in his/her authorized capacity on behalf of Grantor.

Witness the hand of Grantor this 2nd day of AUGUST, 2021.

CEDAR VISTA LLC

By: [Signature]

JOHN BAGLEY

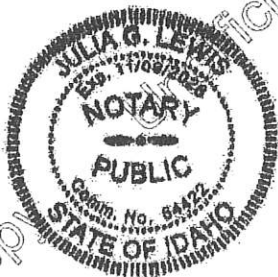
Its: MANAGER

STATE OF Idaho

COUNTY OF Madison

} ss.

On this 2nd day of August, 2021, personally appeared before me JOHN BAGLEY, who stated that he/she is the MANAGER of CEDAR VISTA LLC, the named Grantor of the within instrument, proved on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to this instrument, and duly acknowledged that he/she/they executed this instrument in his/her authorized capacity on behalf of said company, intending to be legally bound. Witness my hand and official seal.



[Signature]
NOTARY PUBLIC

WATER RIGHTS ADDENDUM TO LAND DEEDS

Grantor: CEDAR VISTA LLC

Grantee: TLW INVESTMENTS LLC

Tax ID Number(s): AV-1343-A-1

In connection with the conveyance of the above referenced parcel(s), Grantor hereby conveys to Grantee without warranty, except for a warranty of title as to all claiming title by or through Grantor, the following interests in water and/or makes the following disclosures:

Check one box only

1 ☒ All of Grantor's water rights used on Grantor's Parcel(s) are being conveyed.2 ☐ Only a portion of Grantor's water rights are being conveyed.

(County Recorder should forward a copy of this form to the Utah Division of Water Rights if Box 1 or 2 above is checked)

3 ☐ No water rights are being conveyed.4 ☐ Water rights are being conveyed by separate deed.

Proceed to Section

A

B

C

C

Important Notes

(see other side)

Section

A	The water right(s) being conveyed include Water Right No(s). _____ along with all applications pertaining to the water right(s) listed in this Section A, and all other appurtenant water rights. (Proceed to Section C)	N1 N2 N3
B	Only the following water rights are being conveyed: (check all boxes that apply) <input type="checkbox"/> All of Water Right No(s). _____ <input checked="" type="checkbox"/> 31.37 acre-feet from Water Right No. 81-4536 for: _____ families; _____ acres of irrigated land; stock water for _____ Equivalent Livestock Units; and/or for the following other uses _____ <input type="checkbox"/> _____ acre-feet from Water Right No. _____ for: _____ families; _____ acres of irrigated land; stock water for _____ Equivalent Livestock Units; and/or for the following other uses _____ Along with all applications pertaining to the water right(s) listed in this Section B. (Proceed to Section C)	N1 N4 N5 N5 N2
C	Disclosures by Grantor: (check all boxes that apply) <input type="checkbox"/> Grantor is endorsing and delivering to Grantee stock certificates for _____ share(s) of stock in the following water company: _____ <input type="checkbox"/> Culinary water service is provided by: _____ <input type="checkbox"/> Outdoor water service is provided by: _____ <input type="checkbox"/> There is no water service available to Grantor's Parcel(s). <input type="checkbox"/> Other water related disclosures: _____	N6 N7 N8 N9 N10

Attach and sign additional copies of this form if more space is needed.

The undersigned acknowledge sole responsibility for the information contained herein even though they may have been assisted by employees of the Utah Division of Water Rights, real estate professionals, or other professionals, except to the extent that title insurance or a legal opinion concerning such information is obtained.

Grantor's Signature: _____

Grantee's Acknowledgment of Receipt: _____

Grantee's Mailing Address: 1365 North Rame Way, Apple Valley, Utah 84757

NOTE: GRANTEE MUST KEEP A CURRENT ADDRESS ON FILE WITH THE UTAH DIVISION OF WATER RIGHTS

FILED EFFECTIVE



ARTICLES OF ORGANIZATION LIMITED LIABILITY COMPANY

(Instructions on back of application)

2005 NOV 25 AM 9:40

SECRETARY OF STATE
STATE OF IDAHO

1. The name of the limited liability company is:

TLW Investments LLC

2. The street address of the initial registered office is:

2105 Coronado, Idaho Falls, ID 83404

and the name of the initial registered agent at the above address is:

Kari M. Campos

3. The mailing address for future correspondence is:

2675 South 45th East Idaho Falls, ID 83406

4. Management of the limited liability company will be vested in:

Manager(s) ☒ or Member(s) ☐ (please check the appropriate box)

5. If management is to be vested in one or more manager(s), list the name(s) and address(es) of at least one initial manager. If management is to be vested in the member(s), list the name(s) and address(es) of at least one initial member.

Name	Address
<u>Travis Wells</u>	<u>2675 South 45th East Idaho Falls, ID 83406</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

6. Signature of at least one person responsible for forming the limited liability company:

Signature: [Signature]Typed Name: Travis WellsCapacity: PresidentSignature: Typed Name: Capacity:

Secretary of State use only

Idaho Forms LLC form101fororganization.pdf
Revised 07/2002

IDAHO SECRETARY OF STATE
11/25/2005 05:00
CK: 2989 CT: 1681 BH: 923849
1 @ 100.00 = 100.00 ORGAN LLC # 2

W 44902

Operating Agreement For TLW Investments LLC

1. Formation and Focus

1.1. Formation

The Company, TLW Investments LLC, was formed on November 25 2005, as an Idaho Limited Liability Company by filing Articles of Organization with the Idaho Secretary of State.

1.2. Purpose

The business of the Company is:

To hold and manage real property investments;
and

To engage in any other lawful business that the managers shall choose to undertake.

1.3. Powers

As provided by Idaho law, the Company shall have and exercise all powers necessary or convenient to affect its legal purposes, which are all lawful purposes.

1.4. Operative documents

The initial documents of this Company are its articles of organization and this Operating Agreement.

2. Members

2.1. Initial Members

The initial members of the Company are those holding the following membership units:

Member	Units
Travis Wells	50
Libby Wells	50

2.2. Initial Capital Contributions

The members' initial capital contributions are those as shown on attachment B to this agreement.

2.3. Voting rights

When members have a right to vote, their voting rights shall be equal to the number of membership units they hold. Each unit shall give rise to one vote. The total votes that can currently be cast are 100.

3. Management

3.1. Generally – Managers

The management of this limited liability company is vested in its Managers. The Managers shall have the exclusive power and authority to conduct the general business of the Company. The Managers shall delegate the daily operations of the business to the officers. In conducting the business of the Company, the Managers shall have all rights, duties and powers conferred by the Act. The Managers are hereby expressly authorized on behalf of

the Company to make decisions with respect to the Company's business and to take actions necessary to carry out such decisions other than those within the authority of the officers, at the cost, expense and risk of the Company. The Managers' authority includes the following:

To spend the capital and income of the Company in the exercise of any rights or powers possessed by the Managers hereunder.

To purchase, hold, operate, manage, develop, purchase equipment and other property as required and to enter into agreements with others.

To open bank accounts and execute promissory notes, deeds of trust, checks, drafts and other negotiable instruments.

To borrow money as may be necessary to carry out the purposes of the Company, and execute all notes, mortgages, security agreements and other documents in connection therewith.

To enter into and execute agreements, contracts, documents and instruments of any kind or character with any person.

To pay all taxes and assessments of whatever kind or nature imposed upon or against the Company or Company properties and for such purposes to make such returns and do all such other acts and things as they may deem necessary or advisable.

To pay any and all fees and expenses incurred in connection with the organization or operation of the Company (including, without limitation, legal fees), the sale of interests therein.

To invest Company funds in any manner deemed appropriate or desirable.

To prosecute, defend, arbitrate, settle or compromise such litigation or claims as may be necessary or desirable to protect the interest of the Company.

To hold title to any property of the Company as nominee of the Company.

To delegate all or any of their duties hereunder, and in furtherance of any such delegation, to appoint, employ, or contract with any person that they may, in their sole discretion, deem necessary or desirable for the transaction of the business of the Company.

At all meetings of Managers, a Manager may vote in person or by proxy executed in writing by the Manager or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Chairman of the meeting before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

3.2. Duties

The Managers shall carry out their duties in good faith, in a manner they believe to be in the best interests of the Company, and with such care as ordinarily prudent persons in a like position would use under similar circumstances. A Manager who so performs his or her duties shall not have any liability by reason of being or having been a Manager of the Company. The Managers shall devote such time to the business of the Company as they, in their discretion, deem necessary for the efficient carrying on of the Company's business.

3.3. Number

The number of Managers of the Company shall initially be one (1), and the initial Manager shall be Travis Wells. The number of Managers may be increased or decreased by the vote of Members with aggregate Voting Interests of more than 50 percent, but no decrease shall have the effect of shortening the term of any incumbent Manager.

3.4. Tenure and Removal

The initial Managers shall hold office until the first annual meeting of the Members and until their successors have been elected and qualified. At the first annual meeting of Members and at each annual meeting thereafter, the Members shall elect Managers to hold office until the next succeeding annual meeting. Each Manager shall hold office for the term for which he or she is elected and until his successor has been elected and qualified. At a properly called meeting, any Manager may be removed upon the affirmative vote of all Members.

3.5. Reliance by Third Parties

No third party dealing with the Company shall be required to ascertain whether a Manager is acting in accordance with the provisions of this Agreement. All third parties may rely on a document executed by any one of the Managers as binding the Company, unless the third party has actual notice that it should not rely on such document. The foregoing provisions shall not apply to third parties who are affiliates of a Member or a Manager. A Manager acting without authority shall be liable to the Members for any damages arising out of his or her unauthorized actions.

3.6. Resignation

A Manager may resign at any time by giving written notice to the Members. Unless otherwise specified in the notice, the resignation shall take effect upon receipt by the Members, and the acceptance of the resignation shall not be necessary to make it effective.

3.7. Newly Created Manager Positions and Vacancies

Newly created Manager positions resulting from an increase in the number of Managers shall be filled by the majority vote of Members. A Manager elected to fill a position resulting from an increase in the number of Managers shall hold office until the next annual meeting of Members and until his or her successor has been elected and qualified. Vacancies occurring for any reason shall be filled by the majority vote of Members. A Manager elected to fill a vacancy shall be elected to hold office for the remaining term of his predecessor.

3.8. Transactions Between Company and Manager

A Manager may contract and deal with the Company, or cause any person or entity affiliated with the Manager to contract or deal with the Company, provided such contracts and dealings are on terms comparable to and competitive with those available to the Company from others dealing at arm's length.

3.9. Management Fees and Reimbursements

The Managers shall be compensated as provided by Members with aggregate Voting Interests of more than 50%. Each Manager shall be reimbursed by the Company for any reasonable out-of-pocket costs incurred on behalf of the Company.

3.10. Insurance

The Managers shall maintain for the protection of the Company and all of its Members such insurance as the Managers, in their sole discretion, deem necessary for the operations being conducted.

3.11. Limitation of Liability and Indemnification

A Manager shall not be liable, responsible or accountable in damages or otherwise to the Company or to the members of the Company for any action taken or failure to act on behalf of the Company unless the act or omission constitutes gross negligence or willful misconduct. The Company shall indemnify and hold harmless the Managers and their agents and employees to the fullest extent allowed by the Act.

3.12. Quorum

A majority of all Managers shall be necessary to constitute a quorum at meetings of the Managers. Each of the Managers hereby consents and agrees that one or more Managers may participate in a meeting of the Managers by means of conference telephone or similar communication equipment by which all persons participating in the meeting can hear each other at the

same time, and such participation shall constitute presence in person at the meeting. If a quorum is present, the affirmative vote of the majority of the Managers at the meeting shall be the act of the Managers.

3.13. Informal Action

Any action required or permitted to be taken at a meeting of the Managers may be taken without a meeting if the action is evidenced by a written consent describing the action taken, signed by each Manager entitled to vote. Action taken under this section is effective when all Managers entitled to vote have signed the consent, unless the consent specifies a different effective date.

3.14. Annual Meeting

The annual meeting of the Managers shall be held immediately after the annual meeting of Members, or at such other time and on such other day as shall be fixed by the Managers, for the purpose of electing officers and for the transaction of such other business as may come before the meeting. If the election of officers shall not be held on the day designated for an annual meeting of the Managers, or at any adjournment thereof, the Managers shall cause the election to be held at a special meeting of the Managers as soon as may be convenient.

3.15. Special Meetings

Special meetings of the Managers for any purpose or purposes may be called by any Manager.

3.16. Place of Meeting

The Managers may designate the place of meeting for any annual meeting and the person calling a special meeting may designate the place for such special meeting. If no designation is made, the place of meeting shall be the registered office of the Company.

3.17. Notice to Managers

Notice of a special meeting shall be given to every Manager at least forty-eight (48) hours before the time of the meeting, stating the date, time, and place of the meeting. The notice need not describe the purpose of the meeting. Notice may be given orally to the Manager, personally or by telephone or other wire or wireless communication. Notice may also be given in writing by telegraph, teletype, electronically transmitted facsimile, electronic mail, mail, or private carrier. Notice shall be effective at the earliest of the time it is received; five days after it is deposited in the United States mail, properly addressed to the last address for the Manager shown on the records of the Company, first class postage prepaid; or the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, postage prepaid, in the United States mail and if the return

receipt is signed by the Manager to which the notice is addressed.

4. Members

4.1. Limited Liability

The liability of each Member shall be limited as set forth in section 53-619 of the Act. Except as permitted under this Agreement, a Member shall take no part in the control, management, direction or operation of the affairs of the Company and shall have no power to bind the Company.

4.2. Quorum

A majority of the outstanding voting rights, represented in person or by proxy, shall be necessary to constitute a quorum at meetings of the Members. Each of the Members hereby consents and agrees that one or more Members may participate in a meeting of the Members by means of conference telephone or similar communication equipment by which all persons participating in the meeting can hear each other at the same time, and such participation shall constitute presence in person at the meeting. If a quorum is present, the affirmative majority vote of the members represented at the meeting and entitled to vote on the subject matter shall be the act of the Members, unless a greater number is required by the Act. In the absence of a quorum, those present may adjourn the meeting for any period, but in no event shall such period exceed sixty days.

4.3. Informal Action

Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if the action is evidenced by a written consent describing the action taken, signed by each Member entitled to vote. Action taken under this section is effective when all Members entitled to vote have signed the consent, unless the consent specifies a different effective date.

4.4. Annual Meeting

The annual meeting of the Members shall be held at such time and on such day as shall be fixed by the Managers, for the purpose of electing Managers and for the transaction of such other business as may come before the meeting. If the election of Managers shall not be held on the day designated for an annual meeting of the Members, or at any adjournment thereof, the Managers shall cause the election to be held at a special meeting of the Members as soon as may be convenient.

4.5. Special Meetings

Special meetings of the Members for any purpose or purposes may be called by a Manager or by holders of not less than one-tenth of all membership units.

4.6. Place of Meeting

The Managers may designate the place of meeting for any annual meeting and the person calling a special meeting may designate the place for such special meeting. If no designation is made, the place of meeting shall be the registered office of the Company.

4.7. Notice of Meeting

Notice of a special meeting shall be given to every Member at least forty-eight (48) hours before the time of the meeting, stating the date, time, and place of the meeting. The notice need not describe the purpose of the meeting. Notice may be given orally to the Member, personally or by telephone or other wire or wireless communication. Notice may also be given in writing by telegraph, teletype, electronically transmitted facsimile, electronic mail, mail, or private carrier. Notice shall be effective at the earliest of the time it is received; five days after it is deposited in the United States mail, properly addressed to the last address for the Member shown on the records of the Company, first class postage prepaid; or the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, postage prepaid, in the United States mail and if the return receipt is signed by the Member to which the notice is addressed.

4.8. Proxies

At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be filed with a Manager of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

4.9. Conduct of Meeting

At each meeting of the Members, a Chairman for that particular meeting shall be elected. The Chairman shall be the Member in attendance who has received the majority vote of the members represented at the meeting. The Chairman shall preside over and conduct the meeting and shall appoint someone in attendance to make accurate minutes of the meeting. Following each meeting, the minutes of the meeting shall be sent to each Manager and Member.

5. Officers

5.1. General

The officers of the Company shall be a President and Treasurer. The managers may appoint such other officers as they may consider necessary. The managers shall determine the terms and duties necessary for additional

officers. The salaries, if any, for all the officers of the Company shall be fixed by the Managers.

5.2. Election and term of office

The President and Treasurer shall be elected by the managers annually at the annual meeting of the managers. The President and Treasurer shall hold office until the first of the following to occur: (1) until his successor shall have been duly elected and shall have qualified, (2) until his death, (3) until he shall resign, or (4) until he shall have been removed in the manner provided in this agreement.

5.3. Removal and vacancies

Any officer or agent may be removed by the managers whenever, in their judgment, the best interests of the Company will be served.

5.4. President

The President shall be the chief executive officer of the Company and shall, subject to the power and authority of the managers, be empowered to handle the day-to-day operations of the Company. The current President of the Company shall be Travis Wells.

5.5. Treasurer

The treasurer shall be the financial officer of the Company and shall have the care and custody of all funds, securities, evidences of indebtedness and other personal property of the Company. The treasurer shall also receive and give receipts and acquittances for monies paid in on account of the Company, and paid out of the Company funds for all bills and other just debts of the Company. She shall have such other powers and perform such other duties as may be from time to time prescribed by the President. The current Treasurer of the Company shall be Libby Wells.

6. Transfers

6.1. Transfers – Generally

Except as provided in the next subparagraph, no member may transfer his or her membership interest in the company without the prior written approval of all members.

6.2. Transfers to members and descendants

A member may transfer his membership units in the company to a member or their descendants without the prior written approval of all the members. The transfer may be for any consideration the transferring member considers appropriate, or it may be a transfer by gift or at death. The transferee under this subparagraph shall become a substitute member upon compliance with the conditions in section 7, without the need for the written consent of all the other members.

Transfers under this subparagraph shall not be subject to the option rights under section 6.3.

6.3. Other transfers – first option

Except as provided in section 6.2, any transferee receiving a membership interest, whether by operation of law or otherwise, shall not be a substituted member. Such transferee must comply with the requirements under section 7 to become a substituted member. Additionally, except as provided in section 6.2, the membership interest of any transferee, whether received by operation of law or otherwise, shall be subject to an option to repurchase by the remaining members or the Company, as the remaining members shall agree, upon the terms and conditions established in this section 6.3. The option to repurchase may be exercised at anytime by delivering written notice to the transferee. If the option to repurchase is exercised, the closing shall occur within 90 days of the delivery of the written notice. The purchase price shall be determined by the following formula:

The value of all cash and marketable securities owned by the Company on the date the option is exercised; plus

Fair market value of any real property owned by the Company on the date the option is exercised. Fair market value shall be determined by an independent appraiser chosen by the Company; less

The current amounts due any creditors of the Company as of the date the option is exercised;

The resulting total shall be divided by the number of outstanding membership units.

If the amount of the purchase price is less than \$10,000.00, the full amount of the purchase price shall be paid at closing. If the amount of the purchase price is more than \$10,000.00 but less than \$50,000.00, then the purchase price shall be paid in equal annual installments over 5 years with interest accruing at the applicable federal rate as of the date the option is exercised. If the amount of the purchase price is \$50,000.00 or more then the purchase price shall be paid in equal annual installments over 10 years with interest accruing at the applicable federal rate as of the date the option is exercised. Whenever the purchase price is to be paid over time, the purchaser of the membership units shall provide the assets of the Company or the membership units of the purchaser as collateral.

6.4. Transferor ceases to be a member upon transfer of entire membership interest

Upon transferring its entire membership interest, voluntarily or involuntarily, the transferor ceases being a member and shall have no further voting or other rights.

6.5. Transfers subject to this agreement

All transferees of any membership interest in this Company shall hold their interest or rights subject to the terms of this agreement. This shall be true regardless of whether the holder of the interest obtained it by gift, transfer for value, or by operation of law.

7. Substituted Member

No assignee, legatee, or transferee (by conveyance, operation of law or otherwise) of the whole or any portion of a member's interest in the Company shall have the right to become a substituted Member without the written consent of all of the Members. The granting or denial of a request for such written consent shall be within the absolute discretion of each Member. A substituted Member shall succeed to all the rights and interest of his assignor in the Company. An assignee of a Member who is not admitted as a Member shall be entitled only to the distributions to which his assignor would otherwise be entitled. Unless a transferee is a substituted member, the transferee of a membership interest shall be disregarded by the Company when dealing with the voting rights of its members.

7.1. Death or disability

If a Member shall die, his personal representative, administrator or trustee, or, if he shall be adjudicated insane or incompetent, his committee, conservator or representative, or if a Member shall be dissolved, merged or consolidated, its successor in interest, shall have the same economic rights and obligations that such Member would have had if he had not died or had not been adjudicated insane or incompetent or had not been dissolved, merged or consolidated, except that the personal representative, administrator, trustee, committee, conservator, representative or successor shall not become a substituted Member without the unanimous written consent of the other Members.

7.2. Assumption of transferor's obligations

No transfer of any interest in the Company otherwise permitted under this agreement shall be effective for any purpose whatsoever until the transferee shall have assumed the transferor's obligations to the extent of the interest transferred and shall have agreed to be bound by all the terms and conditions hereof, by written instrument, duly acknowledged, in form and substance reasonably satisfactory to the Managers.

7.3. Additional conditions to be a substituted Member

As conditions to his admission as a substituted Member, (a) any assignee, legatee, transferee or successor of a Member shall execute and deliver such instruments, in form and substance satisfactory to the Managers, as the Managers shall deem necessary, and (b) such assignee, legatee, transferee or successor shall pay all reasonable expenses in connection with his admission as a substituted Member.

8. Issuance of new membership interests in the company

Only upon written approval by a majority vote of the members of the Company may new membership interests be issued and provided they pay a fair consideration for the interest being purchased. What is a fair consideration shall be determined by a majority vote of the members. Generally the consideration can be cash, cancellation of debt where the Company received the cash giving right to the debt, valuable property, or services. Before determining the value of services or property the members shall obtain independent valuation of the property or services.

Members shall not have a pre-emptive right to purchase any part of the offered interests to protect their percent of ownership.

9. Additional contributions by members

Unless approved unanimously by all the members, the Company may not assess additional contributions from its members.

10. Maintenance of capital accounts

10.1. Increases to capital accounts

A capital account shall be maintained for each member in accordance with the provisions of Treasury Regulations (Reg.) adopted under section 704(b) of the Internal Revenue Code of 1986, as amended (Code), including the provisions contained in section 1 of Attachment A.

10.2. Other adjustments

Upon the occurrence of the following events the value of each of the Company assets (including intangible assets such as goodwill) shall be adjusted to the fair market value for book purposes:

a contribution of money or other property (other than a de-minimis amount) to the Company by a new or existing member as consideration for an interest in the Company;

a distribution of money or other property (other than a de-minimis amount) by the Company to a retiring or continuing member as consideration for

an interest in the Company other than a distribution in which all members receive simultaneous distributions of undivided interest in the distributed property in proportion to their interest in the Company; or

the termination of the Company for federal income tax purposes pursuant to Code §708(b)(1)(B).

When an adjustment is made to fair market value pursuant to this section, the capital accounts of all members shall be adjusted as if the Company recognized gain or loss equal to the amount of such aggregate net adjustment. When an adjustment is made to fair market value pursuant to this section, the members' capital accounts shall be adjusted for allocation to them of depreciation, depletion, amortization and gain or loss on such book value of the property. When an adjustment is made to fair market value pursuant to this section, the members' distributive shares of depreciation, depletion, amortization, and gain or loss, as computed for tax purposes, with respect to such property shall be determined so as to take account of the variation between the adjusted tax basis and book value of such property in the same manner as under Code §704(c) and the regulations under Code §704(c). When the book value of property differs from its tax basis the depreciation, depletion or amortization taken for book purposes shall bear the same relationship to that taken for tax purposes as the book value of the property bears to the tax basis.

10.3. Transfer of an interest

Upon the transfer of all or a part of an interest in the Company, the capital account of the transferor that is attributable to the transferred interest carries over to the transferee member in accordance with Reg. § 1.704-(b)(2)(iv).

10.4. Interpretation

The manner in which capital accounts are to be maintained pursuant to this section is intended to comply with the requirements of section 704(b) of the Internal Revenue Code and its associated regulations. If in the opinion of the Company's accountants the manner in which capital accounts are to be maintained pursuant to the provisions of this article should be modified to comply with section 704(b) of the Code and associated regulations, then notwithstanding anything to the contrary contained in the provisions of this article, the method in which capital accounts are maintained shall be so modified; provided, however, that any change in the manner of maintaining capital accounts shall not materially alter the economic agreements of the members.

11. Distributions & allocations

11.1. Net profits and net losses from operations

Except as may be required by § 704(c) of the Code, net profits, net losses, and other items of income, gain, loss, deduction and credit shall be apportioned among the members in proportion to the member's membership units.

11.2. Interim distributions

From time to time, the managers shall determine by majority vote to what extent, if any, the Company's cash on hand exceeds the current and anticipated needs, including needs for operating expenses, debt service, acquisitions, reserves, and mandatory distributions, if any. To the extent such excess exists, the managers may make distributions in accordance with the members' membership units.

11.3. Disproportionate allocations

Tax items of loss, deduction, expense or credit may be disproportionately allocated to members only pursuant to a resolution unanimously adopted by the members. All disproportionate allocations shall be made under the rules set forth in section 2 of Attachment A.

11.4. Allocations on sale of all assets or liquidation of Company

On the sale of all or substantially all of the assets of the Company or with respect to the liquidation of the Company, allocations of loss shall be made among the members in proportion to their respective positive capital account balances until the positive capital account balances of the members are all reduced to zero, and thereafter among the members in accordance with their interests in the Company, and any profit associated with the sale of all the assets or with the liquidation of the Company shall be allocated as follows:

First, among the members having deficit capital account balances (proportionate to the deficit capital account balances of each of such members) an amount sufficient to reduce such deficit balances, to the fullest extent possible, to zero;

Second, among unit holders of any class of units having non-proportionate rights on liquidation; and

Third, to the holders of all other units on a pro rata basis.

11.5. Retained profits

Unless otherwise provided, retained profits shall be considered an increase in capital contribution of the Company.

11.6. Capital distributions

Distribution of capital assets (not current earnings) or distributions of property shall be made upon a vote of the members. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company, except liabilities to members on account of their contributions. Liquidating distributions shall be made as required in section 11.4.

12. Section 754 election

The Company shall make elections under Code section 754 upon the request of any member who would benefit from such an election.

13. Term, Amendments, Dissociation, and Dissolution

13.1. Term

The existence of the Company shall be perpetual.

13.2. Amendments

This operating agreement may be altered, amended, restated, or repealed, and a new operating agreement adopted by a 66% vote of all the members.

13.3. Dissociation

A person shall cease to be a member of this Company upon the occurrence of one or more of the events set forth in Idaho Code section 53-641(1)(a)-(k).

In order for a person to be removed from the company as provided under Idaho Code section 53-641(1)(c), at least 75% of the voting rights of the members must approve of the removal. If a person is removed from the company he or she shall receive fair value for the member's interest in the company as of the date of dissociation.

There shall be no dissociation under Idaho Code sections 53-641(1)(a) or 53-641(3). A member has no power to withdraw by voluntary act from this limited liability company. Upon dissociation the Company shall continue.

If a person ceases to be a member because of an event of dissociation under Idaho Code sections 53-641(1)(b)-(k), the person shall be treated as an assignee from the date of dissociation. The assignee shall only have an economic interest in the Company, and shall have no voting rights.

13.4. Dissolution

No dissolution shall occur by reason of any event of dissociation provided for under Idaho Code section 53-641. A vote to continue the business in the case of an event of dissociation will be presumed unless the members of the Company take affirmative action otherwise.

14. Fiscal Matters

14.1. Fiscal Year

The fiscal year of this Company shall begin on the first day of January and end on the last day of December each year.

14.2. Deposits

The Company shall maintain one primary depository account and all receipts and disbursements shall be made from that account. Additional depository accounts may be maintained but shall be used only to transfers funds from and to the main depository account.

14.3. Signature Authority

All checks, drafts or other orders for the payment of money, and all notes or other evidences of indebtedness issued in the name of the Company shall be signed by an officer of the Company.

14.4. Accounting

Periodically as the members shall agree accounting records and reports shall be prepared and distributed to all members. The members shall send any other financial information to other members upon their request for that information; however, the member preparing the report does not need to prepare special summaries or analysis for the members. His obligation shall be only to provide members, upon their request, what information he has.

14.5. Accountant and lawyer

The members shall select an accounting firm and law office to perform accounting and legal services for the Company. Those companies shall represent the Company only so long as acceptable to the members. The accounting firm shall have full access to all financial records of the Company. The accounting firm shall review the financial information being sent to the members to assure it is reasonably complete and accurate and based on a record system that is designed to capture all necessary information. It is not intended that the accounting firm audit the records of the Company, but it is intended that the accounting firm be able to assure the members they are receiving financial information adequate to enable them to understand the financial affairs of the Company.

15. Books and Records

The books and records of the Company shall be kept at the principal office of the Company. Any member of the Company shall have the right to examine at any reasonable time for reasonable purposes that promote the interests of the Company, all the books and records of the company. All financial records shall be maintained and reported based on generally acceptable accounting

practices unless the members decide to vary from those standards. Any variance must be adopted by a resolution in writing.

16. Dispute resolution

16.1. Dispute Resolution

All disputes between members that relate to this Company shall be settled exclusively as provided in this section.

Any controversy (including both actions in contract and in tort) arising out of or relating to this Operating Agreement, (including its formation, performance, modification or extension) for any form of relief (including damages, rescission, specific performance, and injunction, but excluding punitive damages that shall not be awardable) shall be settled by arbitration. The arbitration shall be conducted under the auspices of and by the rules of the American Arbitration Association. The arbitration shall be conducted in Idaho Falls, Idaho. Discovery shall be allowed at the discretion of the arbitrator. The decision of the arbitrator shall be final and binding upon the parties. The parties consent that any notice, motion, application or any paper concerning the arbitration may be served by certified mail, return receipt requested, or by personal service provided it allows reasonable time for appearance. The arbitration proceedings must be begun within one year after the claim arises. Failure to begin arbitration proceedings within that period shall constitute an absolute bar to the institution of any proceedings on that claim and a waiver of that claim.

17. Miscellaneous

17.1. Principal Office

The principal office of the Company in Idaho shall be located at 7496 S. Teapot Circle, Idaho Falls, Idaho 83406. The Company may have such other offices, either within or without the State of Idaho, as the members may designate or as the business of the Company may from time to time require.

17.2. Registered Office

The Company is required by the Idaho Limited Liability Company Act to maintain a registered office and agent in the State of Idaho. The address of the registered office of the Company is 2105 Coronado Street, Idaho Falls, Idaho 83404, and the initial registered agent at such address is Kari M. Campos. The registered office and the registered agent may be changed from time to time by action of the Managers and by filing the prescribed form with the Idaho Secretary of State.

17.3. Waiver of Notice

Whenever any notice is required to be given, a waiver in writing signed by the persons entitled to such notice shall be equivalent to the giving of the notice. It makes no

difference whether the waiver is signed before or after the event concerning which the notice is given.

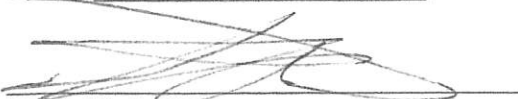
17.4. Indemnification by Company

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

18. Adoption and Ratification

This agreement is adopted on the date indicated after this paragraph and is retroactively effective as of _____, 2005. This agreement is a private agreement between the parties and is not to be, in any form or manner, disclosed to non-management third parties. Also the conduct and operation of this Company as well as the relationship of the Company (including management) to its members and the relationship between the members involving Company matters is private and confidential. Should there be disagreements resulting in arbitration, all such arbitration matters and procedures shall be under closed seal and are never to be disclosed to people outside the arbitration procedure.

Dated: _____, 2005


Travis Wells


Lobby Wells