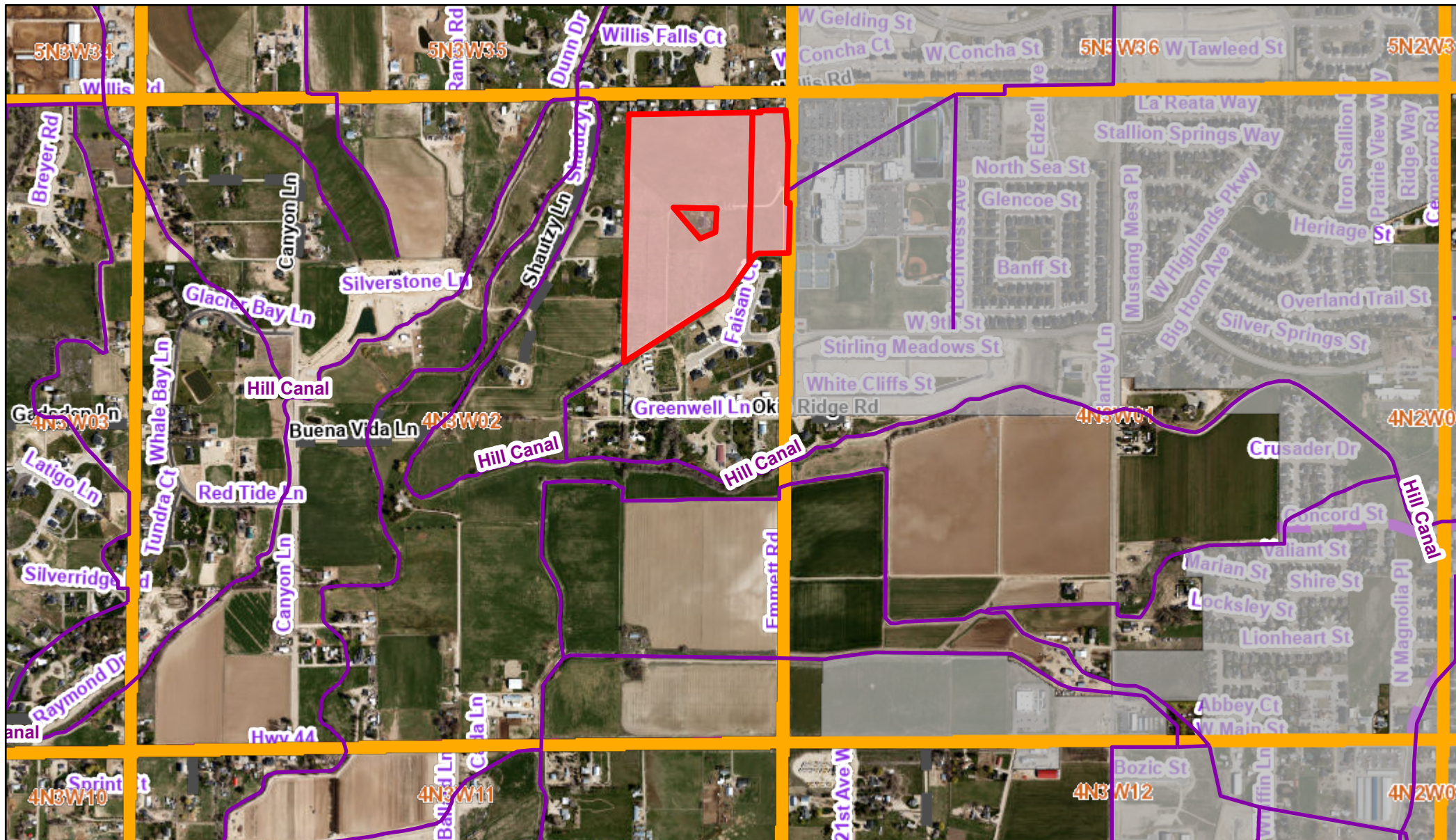
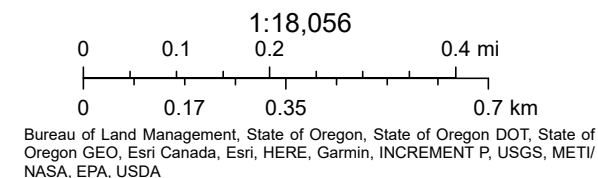


Canyon County, ID Web Map



1/29/2025, 3:57:46 PM

- | | | | |
|--|---|---|--|
|  Multiple Parcel Search_Query result |  City Limits | ITDFunctionalClassification | Urban_2023 |
|  Hydro_NHDFlowline |  Sections |  Major Collector |  Red: Red |
|  County Boundary |  CC_PrivateRoads |  Minor Arterial |  Green: Green |
|  Current Impact Area | |  Other Principal Arterials |  Blue: Blue |





PRELIMINARY PLAT PUBLIC HEARING - MASTER APPLICATION

PROPERTY OWNER	OWNER NAME: Infinite Real Estate Group	
	MAILING ADDRESS: 24 E. Main Street American Fork, Utah 84003	
	PHONE:	EMAIL:
I consent to this application and allow DSD staff / Commissioners to enter the property for site inspections. If the owner(s) is a business entity, please include business documents, including those that indicate the person(s) who are eligible to sign. Signature: <u>Amy Johnson</u> Date: <u>12/9/2024</u>		

APPLICANT: IF DIFFERING FROM THE PROPERTY OWNER	APPLICANT NAME: Infinite Real Estate Group	
	COMPANY NAME: 24 E. Main Street American Fork, Utah 84003	
	MAILING ADDRESS:	
	PHONE: [REDACTED]	EMAIL: [REDACTED]

SITE INFO	STREET ADDRESS:	
	PARCEL NUMBER: R34445012A2; R34445012B, <u>R34445012A</u>	
	PARCEL SIZE: 46.98 Acres	
	NUMBER OF LOTS: 32	
	PROPOSED SUBDIVISION NAME: Quail Run Acres	
	FLOOD ZONE (YES ☒ NO ☐)	ZONING DISTRICT: R-1/C-1

FOR DSD STAFF COMPLETION ONLY:

CASE NUMBER <u>SD2025-0002</u>	DATE RECEIVED: <u>1/29/25</u>
RECEIVED BY: <u>Madelyn Vander Veen</u>	APPLICATION FEE: \$1,980 ☒ MO CC CASH

w/ RD2025-0001

\$1,980 + \$80 for private Rd name
\$2060



PRELIMINARY PLAT PUBLIC HEARING - CHECKLIST

PRELIMINARY PLAT - CCZO Section 07-17-09

THE FOLLOWING ITEMS MUST BE SUBMITTED WITH THIS APPLICATION TO BE DEEMED COMPLETE (PLEASE CHECK OFF THE ITEMS REQUIRED):

Description	Applicant	Staff
Master Application Completed and Signed	X	✓
Copy of Preliminary Plat (1 Hard Copy & Digital Copy – Flash Drive Preferred)	X	✓
Preliminary Drainage Plan, if applicable	X	✓
Preliminary Irrigation Plan, if applicable	X	✓
Preliminary Grading Plan, if applicable	X	✓
Completed Preliminary Plat Checklist	X	✓
Subdivision Worksheet	X	✓
Irrigation Plan Application	X	✓
Proof of application with:		
Southwest District Health	X	✓
Irrigation District	X	✓ - Derrick Corell
Fire District	X	✓
Highway District/ Idaho Transportation Dept.	X	✓
Area of City Impact (if applicable)	X	✓
Deed or evidence of property interest to the subject property	X	✓
Fee: \$1550.00 +\$10.00/lot +\$100.00 for Area of City Impact +\$80.00 Private Road +\$80.00 Easement Reduction		

****Fees are non-refundable****

Additional Information	Applicant	Staff
Hillside Development Requirements (07-17-33(1))		
Private Road Name Application		✓
Easement Reduction Application		
Floodplain Development Permit		

***DISCLAIMER:** The subject property shall comply with the public nuisance ordinance, the building code, and the zoning code before the Director can accept the application.



Canyon County Development Services
111 North 11th Avenue, #310
Caldwell, Idaho 83605
www.canyoncounty.id.gov
208-454-7458

AFFIDAVIT OF LEGAL INTEREST

I, Amy Johnson (name), 24 East (address)
American Fork (city), Utah (state) 84003 (zip code)

being first duly sworn upon oath, depose and say:

1. That I am the owner of record of the property described on the attached application and I grant my permission to

AG Land + Development LLC

Connor Gray (name), 505 S. 7th Ave. Caldwell ID (address) 83605

to submit the accompanying application pertaining to the subject property.

2. I agree to indemnify, defend and hold Canyon County and its employees harmless from any claims to liability resulting from any dispute as to the statements contained herein or as to the ownership of the property, which is the subject of the application.

Dated this 02 17 day of December, 20 24.

[Signature] (signature)

STATE OF ~~IDAHO~~ Utah

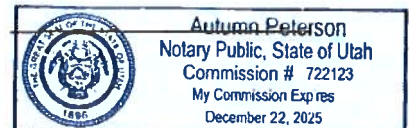
SS

COUNTY OF ~~CANYON~~ Utah

On this 17 day of December, in the year 20 24, before me Autumn Peterson
a notary public, personally appeared Amy Johnson, personally known
to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that
he/she executed the same.

Notary: Autumn Peterson

My Commission Expires:





Canyon County Development Services
111 North 11th Avenue, #310
Caldwell, Idaho 83605
www.canyoncounty.id.gov
208-454-7458

AFFIDAVIT OF LEGAL INTEREST

I, John and Julie Vander Jagt, 23854 Emmett Rd
(name) (address)

Caldwell, Idaho 83607
(city) (state) (zip code)

being first duly sworn upon oath, depose and say:

1. That I am the owner of record of the property described on the attached application and I grant my permission to

J. A. Johnson, LLC
(name) (address)

to submit the accompanying application pertaining to the subject property.

2. I agree to indemnify, defend and hold Canyon County and its employees harmless from any claims to liability resulting from any dispute as to the statements contained herein or as to the ownership of the property, which is the subject of the application.

Dated this 10th day of January, 20 25.

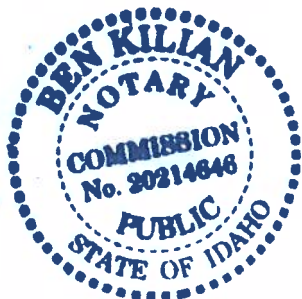
[Signature] [Signature]
(signature)

STATE OF IDAHO)

ss

COUNTY OF CANYON)

On this 10th day of January, in the year 20 25, before me Ben Kilian,
a notary public, personally appeared John Vander Jagt and Julie Vander Jagt, personally known
to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that
he/she executed the same.



Notary: [Signature]

My Commission Expires: Sep. 24th, 2027

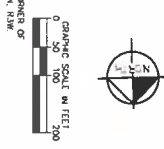
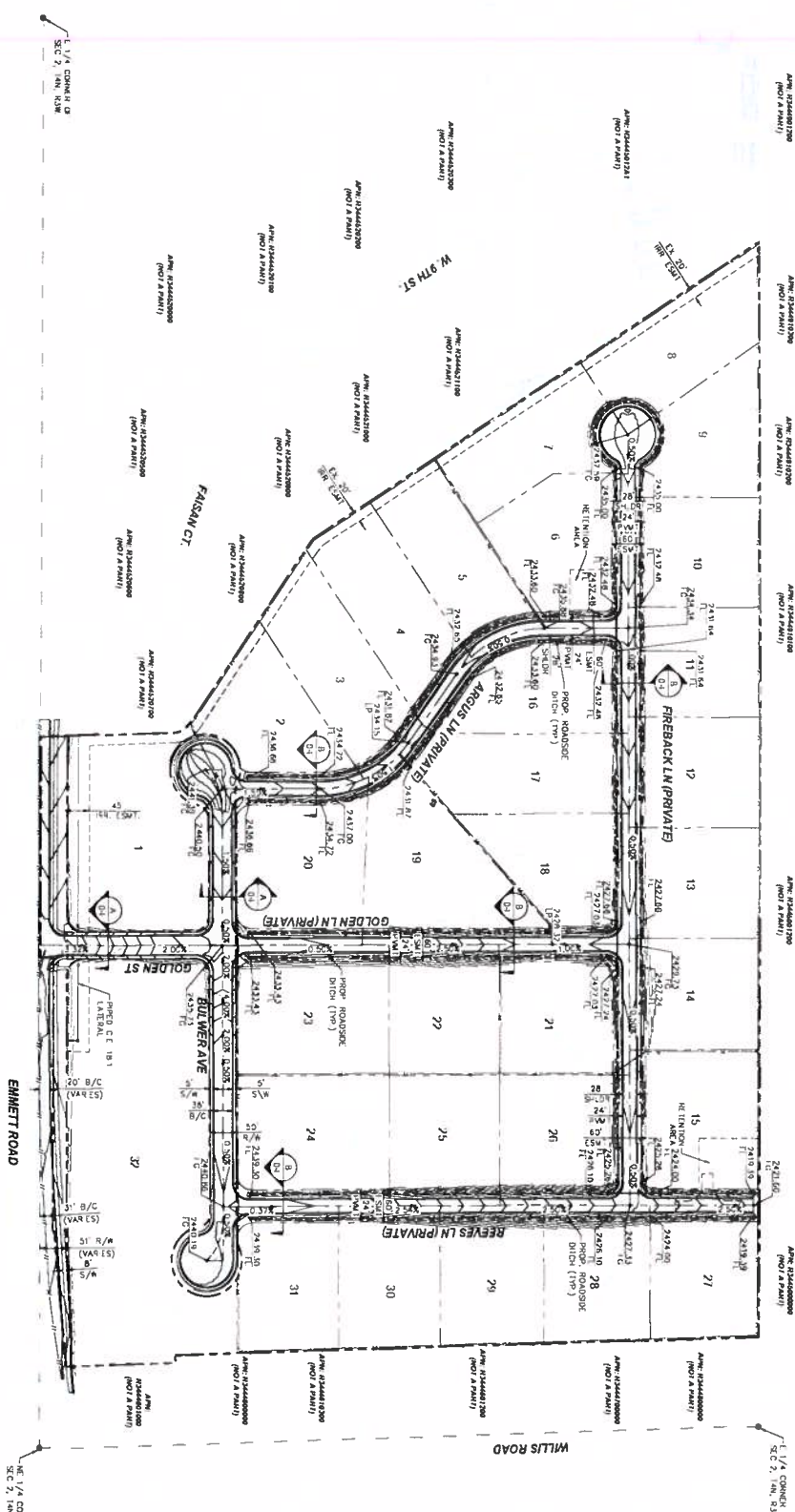
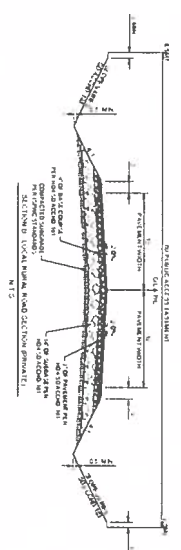
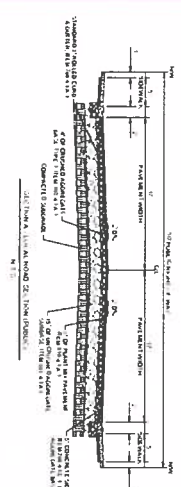
[illegible]

CURVE TABLE						
Chart	MAJOR	MINOR	LENGTH	CHORD (A-B)	CURVATURE	AREA
C1	6.00	10.00	10.00	5.000000	17.177450	14.142136
C2	6.00	10.00	10.00	5.246454	16.641016	13.928223
C3	6.00	10.00	10.00	5.507143	16.125000	13.732050
C4	6.00	10.00	10.00	5.779999	15.625000	13.542857
C5	6.00	10.00	10.00	6.064286	15.142857	13.360714
C6	6.00	10.00	10.00	6.361905	14.678571	13.185714
C7	6.00	10.00	10.00	6.671429	14.235714	13.027143
C8	6.00	10.00	10.00	6.992857	13.814286	12.883571
C9	6.00	10.00	10.00	7.325000	13.414286	12.753571
C10	6.00	10.00	10.00	7.671429	13.035714	12.635714
C11	6.00	10.00	10.00	8.030000	12.685714	12.528571
C12	6.00	10.00	10.00	8.400000	12.357143	12.432143
C13	6.00	10.00	10.00	8.781250	12.050000	12.345714
C14	6.00	10.00	10.00	9.175000	11.761905	12.268571
C15	6.00	10.00	10.00	9.581250	11.492857	12.200000
C16	6.00	10.00	10.00	9.998750	11.242857	12.140000
C17	6.00	10.00	10.00	10.428750	11.010714	12.088571
C18	6.00	10.00	10.00	10.871250	10.792857	12.045714
C19	6.00	10.00	10.00	11.326250	10.592857	12.011429
C20	6.00	10.00	10.00	11.792500	10.410714	11.985714
C21	6.00	10.00	10.00	12.270000	10.245714	11.968571
C22	6.00	10.00	10.00	12.758750	10.096429	11.958571
C23	6.00	10.00	10.00	13.258750	9.962857	11.954286
C24	6.00	10.00	10.00	13.770000	9.842857	11.955714
C25	6.00	10.00	10.00	14.292500	9.735714	11.962857
C26	6.00	10.00	10.00	14.826250	9.640000	11.975714
C27	6.00	10.00	10.00	15.371250	9.555714	11.994286
C28	6.00	10.00	10.00	15.927500	9.482857	12.018571
C29	6.00	10.00	10.00	16.495000	9.421429	12.048571
C30	6.00	10.00	10.00	17.073750	9.371429	12.084286
C31	6.00	10.00	10.00	17.663750	9.331429	12.125714
C32	6.00	10.00	10.00	18.265000	9.300000	12.172857
C33	6.00	10.00	10.00	18.877500	9.277143	12.225714
C34	6.00	10.00	10.00	19.501250	9.261429	12.284286
C35	6.00	10.00	10.00	20.136250	9.252857	12.348571
C36	6.00	10.00	10.00	20.782500	9.250000	12.418571
C37	6.00	10.00	10.00	21.440000	9.252857	12.494286
C38	6.00	10.00	10.00	22.108750	9.260714	12.575714
C39	6.00	10.00	10.00	22.788750	9.274286	12.662857
C40	6.00	10.00	10.00	23.480000	9.292857	12.755714
C41	6.00	10.00	10.00	24.182500	9.316429	12.854286
C42	6.00	10.00	10.00	24.896250	9.345714	12.958571
C43	6.00	10.00	10.00	25.621250	9.380000	13.068571
C44	6.00	10.00	10.00	26.357500	9.420000	13.184286
C45	6.00	10.00	10.00	27.105000	9.460000	13.305714
C46	6.00	10.00	10.00	27.863750	9.500000	13.432143
C47	6.00	10.00	10.00	28.633750	9.540000	13.564286
C48	6.00	10.00	10.00	29.415000	9.580000	13.701429
C49	6.00	10.00	10.00	30.207500	9.620000	13.843571
C50	6.00	10.00	10.00	31.011250	9.660000	13.990714
C51	6.00	10.00	10.00	31.826250	9.700000	14.142857
C52	6.00	10.00	10.00	32.652500	9.740000	14.300000
C53	6.00	10.00	10.00	33.490000	9.780000	14.462857
C54	6.00	10.00	10.00	34.338750	9.820000	14.631429
C55	6.00	10.00	10.00	35.198750	9.860000	14.805714
C56	6.00	10.00	10.00	36.070000	9.900000	14.985714
C57	6.00	10.00	10.00	36.952500	9.940000	15.171429
C58	6.00	10.00	10.00	37.846250	9.980000	15.364286
C59	6.00	10.00	10.00	38.751250	10.020000	15.564286
C60	6.00	10.00	10.00	39.667500	10.060000	15.771429
C61	6.00	10.00	10.00	40.595000	10.100000	15.985714
C62	6.00	10.00	10.00	41.533750	10.140000	16.207143
C63	6.00	10.00	10.00	42.483750	10.180000	16.435714
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C65	6.00	10.00	10.00	44.417500	10.260000	16.914286
C66	6.00	10.00	10.00	45.401250	10.300000	17.164286
C67	6.00	10.00	10.00	46.396250	10.340000	17.421429
C68	6.00	10.00	10.00	47.402500	10.380000	17.685714
C69	6.00	10.00	10.00	48.420000	10.420000	17.957143
C70	6.00	10.00	10.00	49.448750	10.460000	18.235714
C71	6.00	10.00	10.00	50.488750	10.500000	18.521429
C72	6.00	10.00	10.00	51.540000	10.540000	18.814286
C73	6.00	10.00	10.00	52.602500	10.580000	19.114286
C74	6.00	10.00	10.00	53.676250	10.620000	19.421429
C75	6.00	10.00	10.00	54.761250	10.660000	19.735714
C76	6.00	10.00	10.00	55.857500	10.700000	20.057143
C77	6.00	10.00	10.00	56.965000	10.740000	20.385714
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C79	6.00	10.00	10.00	59.213750	10.820000	21.064286
C80	6.00	10.00	10.00	60.355000	10.860000	21.414286
C81	6.00	10.00	10.00	61.507500	10.900000	21.771429
C82	6.00	10.00	10.00	62.671250	10.940000	22.135714
C83	6.00	10.00	10.00	63.846250	10.980000	22.507143
C84	6.00	10.00	10.00	65.032500	11.020000	22.885714
C85	6.00	10.00	10.00	66.230000	11.060000	23.271429
C86	6.00	10.00	10.00	67.438750	11.100000	23.664286
C87	6.00	10.00	10.00	68.658750	11.140000	24.064286
C88	6.00	10.00	10.00	69.890000	11.180000	24.471429
C89	6.00	10.00	10.00	71.132500	11.220000	24.885714
C90	6.00	10.00	10.00	72.386250	11.260000	25.307143
C91	6.00	10.00	10.00	73.651250	11.300000	25.735714
C92	6.00	10.00	10.00	74.927500	11.340000	26.171429
C93	6.00	10.00	10.00	76.215000	11.380000	26.614286
C94	6.00	10.00	10.00	77.513750	11.420000	27.064286
C95	6.00	10.00	10.00	78.823750	11.460000	27.521429
C96	6.00	10.00	10.00	80.145000	11.500000	27.985714
C97	6.00	10.00	10.00	81.477500	11.540000	28.457143
C98	6.00	10.00	10.00	82.821250	11.580000	28.935714
C99	6.00	10.00	10.00	84.176250	11.620000	29.421429
C100	6.00	10.00	10.00	85.542500	11.660000	29.914286



DATE: 04/20/2010
 DRAWN BY: J. H. HORN
 CHECKED BY: J. H. HORN
 DESIGNED BY: J. H. HORN

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE LOCAL HEALTH DEPARTMENT AND THE LOCAL WATER TREATMENT PLANT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE LOCAL HEALTH DEPARTMENT AND THE LOCAL WATER TREATMENT PLANT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE LOCAL HEALTH DEPARTMENT AND THE LOCAL WATER TREATMENT PLANT.



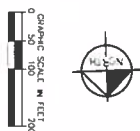
QUAIL RUN ACRES SUBDIVISION
 PRELIMINARY GRADING &
 DRAINAGE PLAN
 CANYON COUNTY, ID

Kimley»Horn
 602 S. 10th Street, Suite 100
 Boise, Idaho 83702
 Phone: (208) 333-1111
 Fax: (208) 333-1112
 Email: info@kimleyhorn.com

DATE	DESCRIPTION
04/20/2010	PRELIMINARY GRADING & DRAINAGE PLAN

PROJECT NAME: 000000	DRAWN BY: J. H. HORN
PROJECT NO: 001000000	CHECKED BY: J. H. HORN
SCALE: 1" = 100'	DESIGNED BY: J. H. HORN
SCALE: 1" = 100'	

04 OF 05



Kimley»Horn
ENGINEERING ARCHITECT INTERIORS INC.
1100 N. 10TH STREET SUITE 200
DENVER, CO 80202 USA
TEL: 303.733.1100 FAX: 303.733.1101



Canyon County, 111 North 11th Avenue, #310, Caldwell, ID 83605

▪ Engineering Division ▪

Preliminary Plat Check-List

Applicant: Infinite Real Estate Group	Case Number:
Subdivision Name: Quail Run Acres	Plat Date (Review #):

CANYON COUNTY CODE OF ORDINANCES 07-17-09

The information hereinafter required as part of the preliminary plat submitted shall be shown graphically or by note on plans, and may comprise several sheets showing various elements or required data. *Italicized items are supplemental to CCZO 07-17-09.*

GENERAL REVIEW ITEMS	<u>Meets Code / Comments</u>
1. Complete initial review of all information given graphically and by note on the plat	X
2. Check for compliance with FCOs and/or Development Agreement from entitlement process if applicable	X
3. Check for compliance with CCO Chapter 9 - Areas of City Impact. Chapter 9 lists requirements unless waived.	X
4. Check for applicable agency comment. These comments could have been made at the entitlement stage or after.	X
5. Make note of agencies that should be noticed if not typically included on the notice list and pass information along to planner	X
Items A through E below are directly from CCZO 07-17-09. Italicized items are checklist items related to requirements found in ordinance and may not be strictly required.	
A. FORM OF PRESENTATION	<u>Meets Code / Comments</u>
1. Scale of Drawing (No more than 1"=100' unless approved by DSD prior to submission)	X
2. Size of Drawing (No larger than 24' x 36") • <i>Obtain electronic version of all submittals</i>	X
B. IDENTIFICATION AND DESCRIPTIVE DATA	<u>Meets Code / Comments</u>
1. Proposed name of subdivision and its location by section, township, and range	X

Name of sub needs to be reserved through DSD GIS	X
2. Reference by dimension and bearing to a section corner or quarter section corner	X
3. Name, address and phone number of developer	X
4. Name address and phone number of the person preparing the plat	X
5. North arrow	X
6. Date of preparation	X
7. Revision block showing dates if any revisions subsequent to the original preparation date. The revision block shall be part of the title block which shall be placed along the right edge of the drawing sheet.	X
8. Vicinity map drawn to scale, clearly showing proposed subdivision location in relationship to adjacent subdivisions, main arterial routes, collector streets, etc. Check for consistency between pre-plat and vicinity map	X

C. EXISTING CONDITIONS DATA	Meets Code / Comments
1. 2 Foot Contours shown unless otherwise approved; show all areas in excess of 15% slope	X
2. Location of water wells, streams, canals, irrigation laterals, private ditches, washes, lakes or other water features; direction of flow; location and extent of known areas subject to inundation.	X
3. Location, widths and names of all platted streets, railroads, utility rights of way of public record, public areas, permanent structures to remain including water wells and municipal corporation lines within or adjacent to the tract Future use of remaining wells, if applicable	X
4. Name, book and page numbers of any recorded adjacent subdivisions having a common boundary with the tract	X
5. Existing zoning classification, by note Proposed zoning, by note, if new zoning is being proposed concurrently with pre-plat application	X
6. Approximate acreage of the tract, by note	X
7. Boundary dimensions of the tract	X
8. Names and addresses of adjoining property owners within three hundred (300) feet of the exterior boundary of the tract	X

D. PROPOSED CONDITIONS DATA	<u>Meets Code / Comments</u>
1. Road layout, including location, width and proposed names of roads, alleys, pathways, easements, and roadway connections, if any, to an adjoining platted tract • <i>Confirmation that highway district will allow proposed access if new access is on an arterial</i> • <i>Check alignment of stub streets with adjacent developments, if applicable</i> • Private roads shall not have direct access to arterials or local roads within a platted subdivision (ACCHD 2020.040) • Private road names need to be reserved through DSD GIS. Private roads require a separate application. • Public road names must be checked for availability with DSD GIS • <i>If typical sections are shown make sure they are consistent with what will be required</i>	X
2. Typical lot dimensions including curvilinear data to scale; each lot numbered individually; total number of lots by type and grand total. A private road must be a lot. • <i>Curve table is present and matches data shown graphically</i> • <i>Minimum lot size</i> • <i>Average lot size (calculated as total residential area divided by the number of residential lots)</i> • <i>Check block numbering</i> • <i>Consider any phasing shown</i>	X
3. Location, width and use of easements • <i>Provide documentation of or reference to any existing easements, especially access easements for existing parcels that are part of the plat.</i> • <i>Show easements for all shared infrastructure</i>	X
4. Designation of all land to be dedicated or reserved for public use with use indicated	N/A
5. If plat includes land for which multi-family, commercial, or industrial use is proposed, such areas shall be clearly designated together with existing zoning classification and status of zoning change, if any	X
6. If the proposed subdivision is part of a larger area intended for development, a development master plan of the entire area shall be provided	N/A
7. Appropriate information that sufficiently details the proposed development within any special development area such as hillside, PUD, flood plain, cemetery, manufactured home, large scale development, hazardous and unique areas of development • <i>Check mapping layers for above special development items. Include wetland and natural drainage ways.</i> • <i>Consider recommended conditions related to special development areas and related reports</i>	N/A

8. All roads must be labeled as either "private" or "public" behind or beneath the road name	X
E. PROPOSED UTILITY METHODS	<u>Meets Code / Comments</u>
1. Sewage: A statement as to the type of proposed sanitary sewage facilities • Preliminary location/layout of proposed sewage facilities • Nutrient-Pathogen study if required by SWDH • If sewage facilities will be shared, provide preliminary arrangements for future operation and maintenance of the facilities, including financial arrangements. Also include preliminary sewer plan. DSD should complete high level feasibility review of shared utilities	X
2. Water Supply: A statement as to the type of proposed water supply facilities • Preliminary location/layout of proposed potable water facilities • If potable water facilities will be shared, provide preliminary arrangements for future operation and maintenance of the facilities, including financial arrangements. Also include preliminary potable water plan. DSD should complete high level feasibility review of shared utilities	X
3. Storm Water Disposal: A statement as to the type of storm water disposal facilities which may include evidence as may be required relative to the design and operation of proposed storm water system • Include statement that all storm water shall be retained on site, if appropriate • Consider any required protection for roadside swales during home construction and/or long-term protection from landscaping, roadside parking, regrading/filling swale, ect • Maintenance easements for storm drain facilities treating drainage from public roads should be in place	X
4. Irrigation System: A statement as to the proposed irrigation system, which may include evidence as may be required relative to the design and operation of any proposed irrigation system • Irrigation Supply And Distribution Systems: The developer shall disclose, pursuant to Idaho Code section 31-3805, and file as part of the preliminary plat with DSD, evidence that an adequate irrigation supply and distribution system to serve the land within the plat to be recorded will be provided and must include consideration of using existing water rights that go with the land being platted. Such evidence shall include, but not be limited to, the following: - Copies of the plans of the proposed distribution system for the lots and areas to be served in the proposed development; and - Copies of the community association's or similar organization's documents which may be required precedent	X

to the establishment of an irrigation distribution system within the proposed development.	
5. Utility Easement: The utility easement width shall be a minimum of ten (10) feet from the exterior boundaries and five (5) feet from the interior boundaries. Utility easements shall be shown graphically on the plat.	X
GENERAL RECOMMENDED CONDITIONS	
1. Finish grades at subdivision boundaries shall match existing finish grades. Runoff shall be maintained on subdivision property unless otherwise approved. 2. Development shall comply with requirements of the local highway district. Evidence shall include written correspondence from the highway district prior to the first public hearing held for the preliminary plat and highway district signature on the final plat. 3. Development shall comply with irrigation district requirements. Evidence shall include written correspondence from the irrigation district prior to the first public hearing held for the preliminary plat and prior to Board of County Commissioner's signature on the final plat. 4. Development shall comply with Southwest District Health requirements. Evidence shall include written correspondence from the Southwest District Health prior to the first public hearing held for the preliminary plat and Southwest District Health signature on the final plat. 5. Development shall comply with Fire District requirements. Evidence shall include written correspondence from the Fire District prior to the first public hearing held for the preliminary plat and prior to Board of County Commissioner's signature on the final plat. 6. After preliminary plat approval applicant shall provide GIS data containing georeferenced lot line and roadway linework to be included in Development Services GIS mapping. (Solo pre-plats only)	

SUBDIVISION WORKSHEET

Overview:

Number of Buildable Residential Lots: 30	Number of Non-Buildable Lots: 0
Number of Common Lots: 0	Total Subdivision Size: 46.98 Acres
Number of Common Lots:	Average Residential Lot Size: 1.25 Acres

Area of City Impact:

Is the property in an Area of City Impact? ☐ No ☒ Yes- What City: Middleton

Will you be requesting subdivision Improvement Waivers? ☒ No ☐ Yes

If yes, which waivers will you be requesting?

☐ Curbs ☐ Gutters ☐ Sidewalks ☐ Street Lights ☐ Landscaping ☐ Other

If you are located in an Area of City Impact the following is required:

- Evidence of compliance with IC 31-3805 which could include evidence of irrigation system plan approval by the planning and zoning authority and city council and coordination with the irrigation entity.
- Communication with the City.

Roads:

Roads within the development will utilize:

☒ Public ☒ Private* ☐ Not Applicable

*Private Roads Require: Name approved prior to submittal & a Private Road Application at the Time of submittal.

Hillside Development:

Of the total lots requested how many of each contain slopes +15%?

Residential: _____ Non-Buildable: _____ Common: _____

Will the proposed roads be located within any area containing +15% slopes?

☐ Yes* ☐ No

*If any development or construction activities will occur on slopes > 15% please submit the information required by CCZO 07-17-33

Irrigation:

What is the name of the irrigation and drainage entities servicing the property?

Irrigation: Black Canyon Irrigation District

Drainage:

This property has: ☒ Water rights available ☐ No water rights available.

If No Water Rights are available, please fill out an Irrigation Plan Worksheet

Irrigation Water is Provided via: ☐ Irrigation Well ☐ Surface Water

Percentage of property that has water:

Volume of water or diversion rate available at the property:

Please describe, in detail, how the property is currently irrigated and how it will be irrigated after it is subdivided:

The property currently has the means of surface water irrigation. Individual pressure irrigation services will be provided to each lot.

Are there irrigation easement(s) on the property? ☐ Irrigation Well ☒ Surface Water

How do you plan to retain storm and excess water on each lot?

Storm water runoff shall be contained onsite by means of drainage swales and retention facilities.

How do you plan to remove the stormwater/excess irrigation water prior to it entering the established drainage system? (i.e. oil, grease, contaminated aggregates):

Storm water runoff shall be contained onsite by means of drainage swales and retention facilities.

===== Applicant Acknowledgement =====

I, the undersigned, agree that prior to the Development Services Department accepting this application I am responsible to have all of the required information and site plans.

I further acknowledge that the irrigation system, as approved by the Planning and Zoning Commission and ultimately the Board of County Commissioners, must be bonded and/or installed prior the Board's signature on the final plat.

Signed: _____ Date: ____/____/____
Property Owner (Application Submitted)

Signed:  _____ Date: 12 / 09 / 24
Applicant/Representative (if not property owner) (Application Submitted)

Accepted By: _____ Date: ____/____/____
Director / Staff

IRRIGATION PLAN APPLICATION



Applicant(s) Infinite Real Estate Group
Name 24 E. Main Street American Fork UT Daytime Telephone Number 84003
Street Address City, State Zip

Representative Name AG Land & Development [REDACTED]
Daytime Telephone Number / E-mail Address 83605
Street Address City, State Zip

Location of Subject Property: Emmett Rd & Willis Rd
Two Nearest Cross Streets or Property Address City

Assessor's Account Number(s): R R34445012A2; R34445012B Section 2 Township T4N Range R3W

This land:

- ☒ Has water rights available to it.
☐ Is dry and has no water rights available to it. If dry, please sign this document and return to the Development Services Department representative from whom you received it.

Idaho Code 31-3805 states that when all or part of a subdivision is "located within the boundaries of an existing irrigation district or canal company, ditch association, or like irrigation water delivery entity ... **no subdivision plat or amendment to a subdivision plat or any other plat or may recognized by the city or county for the division of land will be accepted, approved, and recorded unless:**"

- a. The appropriate water rights and assessment of those water rights have been transferred from said lands or excluded from an irrigation entity by the owner; or
- b. The owner, person, firm, or corporation filing the subdivision plat or amendment to a subdivision plat or map has provided underground tile or conduit for lots of one (1) acre or less, or a suitable system for lots of more than one (1) acre which will deliver water to those land owners within the subdivision who are also within the irrigation entity with the appropriate approvals:
 1. For proposed subdivisions located within negotiated area of city impact, both city and county zoning authorities must approve such irrigation system in accordance with Idaho Code Section 50-1306. In addition, the irrigation entity charged with the delivery of water to said lands must be advised regarding the irrigation system.
 2. For proposed subdivisions outside of negotiated areas of city impact, the delivery system must be approved by the Planning and Zoning Commission and the Board of County Commissioners with the advice of the irrigation entity charged with the delivery of water to said lands.

To better understand your irrigation request, we need to ask you a few questions. A list of the map requirements follows the short questionnaire. **Any information missing information may result in the delay of your request before the Planning and Zoning Commission and ultimately the approval of your irrigation plan by the Board of County Commissioners.**

1. Are you within an area of negotiated City Impact? ☒ Yes ☐ No
If yes, please include a copy of approvals by the City Planning & Zoning Commission and City Council of your Irrigation Plan.

2. What is the name of the irrigation and drainage entities servicing the property?

Irrigation: Black Canyon Irrigation

Drainage: _____

3. How many acres is the property being subdivided? 46.98

4. What percentage of this property has water? 100%

5. How many inches of water are available to the property? _____

6. How is the land currently irrigated? ☒ Surface ☐ Irrigation Well
☐ Sprinkler ☐ Above Ground Pipe ☐ Underground Pipe

7. How is the land to be irrigated after it is subdivided? ☐ Surface ☐ Irrigation Well
☒ Sprinkler ☐ Above Ground Pipe ☐ Underground Pipe

8. Please describe how the head gate/pump connects to the canal and irrigated land and where ditches and/or pipes go.

See attached Irrigation plan

9. Are there irrigation easement(s) on the property? ☒ Yes ☐ No

10. How do you plan to retain storm and excess water on each lot?

Storm water runoff shall be contained onsite by means of drainage swales and retention facilities.

11. How do you plan to remove the storm water /excess irrigation water prior to it entering the established drainage system? (i.e. oil, grease, contaminated aggregates)

Storm water runoff shall be contained onsite by means of drainage swales and retention facilities.

Irrigation Plan Map Requirements

The irrigation plan **must be on a scalable map** and show all of the irrigation system including all supply and drainage structures and easements. Please include the following information on you map:

- 1 ☐ All canals, ditches, and laterals with their respective names.
- 2 ☐ Head gate location and/or point of delivery of water to the property by the irrigation entity.
- 3 ☐ Rise locations and types, if any.
- 4 ☐ Easements of all private ditches that supply adjacent properties (i.e. supply ditches and drainage ways).
- 5 ☐ Slope of the property in various locations.
- 6 ☐ Direction of water flow (use short arrows → on your map to indicate water flow direction).
- 7 ☐ Direction of wastewater flow (use long arrows -----→ on you map to indicate wastewater direction).
- 8 ☐ Location of drainage ponds or swales, anywhere wastewater will be retained on the property.
- 9 ☐ Other information: _____

Also, provide the following documentation:

- ☐ Copy of any water users' association / agreement (s) that are currently in effect, which outlines water schedules and maintenance responsibilities.

Applicant Acknowledgement

I, the undersigned, agree that prior to the Development Services Department accepting this application I am responsible to have all of the required information and site plans.

I further acknowledge that the irrigation system, as approved by the Planning and Zoning Commission and ultimately the Board of County Commissioners, must be bonded and/or installed prior the Board's signature on the final plat.

Signed: _____ Date: ____/____/____
Property Owner (Application Submitted)

Signed:  _____ Date: 12 / 09 / 24
Applicant/Representative (if not property owner) (Application Submitted)

Accepted By: _____ Date: ____/____/____
Director / Staff



Connor Gray

Victor, Yes - it was the project formerly named Pheasant Heights where we were seeking 147 SF lots and annexation. However,



Victor Islas

to me

Ok. I acknowledge seeing this project. My comments are as follows:

FIRE DEPARTMENT ACCESS:

1. The access road design of this development meets the intent of the Fire Code for a residential development.

FIRE FLOW/WATER SUPPLY:

1. This development does not meet the minimum fire flow requirements for residential development.
2. The minimum fire-flow and flow duration for this development is 1,500 GPM for 2 hrs.
3. This subdivision is not serviced by a municipal water system and is proposing individual wells. If sufficient fire flow
4. Water supply options shall be provided to the fire district in writing before the final plat approval.
5. A note shall be placed on the final plat indicating the source of the water supply or sprinklers.
6. This commercial lots shall provide water supply as indicated in appendix B of IFC with no modifications.

The fire district will provide a full set of comments when during the preliminary plat review.

To obtain a plat review please click the link provided below.

<https://img1.wsimg.com/blobby/go/2394b8e0-61b8-4f36-8345-f126e427497/downloads/Development%20Plat%20Application>

DC Islas

Thanks for the feedback!

Thank you for your help!

Agreed!

Reply

Forward

Fwd: Pre-Development Meeting-Pheasant Ridge--County Development (



Carl Anderson <carl@aglidaho.com>
to me

Pre-Development Meeting-Pheasant Ridge--County Development
(Commercial)

30
Thu

When Thu May 30, 2024 2pm - 2:45pm (MDT)
Where 15435 highway 44 cadwell id 83607
Who carl@aglidaho.com, Chris Hopper, Lenny Riccio*

----- Forwarded message -----

From: Lenny Riccio <lriccio@hwydistnc4.org>
Date: Wed, May 29, 2024 at 4:42 PM
Subject: Pre-Development Meeting-Pheasant Ridge--County Development (Residential and Commercial)
To: Chris Hopper <chopper@hwydistnc4.org>, carl@aglidaho.com <carl@aglidaho.com>

Emmett/Willis R34445012A2 & R34445012B0
Please email concept plan and any other pertinent information



Quail Run Acres Intake Application



Connor Gray <connor@aglidaho.com>
to developmentreview

Good morning,

Please see the attached intake form and preliminary plat application for the proposed subdivision in Canyon County (Previous

Please let me know if you have any questions or concerns and instructions for the application fee.

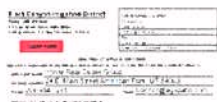
Thank you,

Connor Gray

Connor Gray
Principal
AG Land & Development



2 Attachments • Scanned by Gmail



Black Canyon Irr...



2024-0919_Quail ..

Reply

Forward

From: Roberta Stewart <Roberta.Stewart@cityofmiddleton.org>

Sent: Thursday, June 13, 2024 2:35 PM

To: Dan Lister <Dan.Lister@cityofmiddleton.org>; Debbie Root <Debbie.Root@cityofmiddleton.org>; Jay Gibbons <Jay.Gibbons@cityofmiddleton.org>

Cc: Kampfen, Scott <Scott.Kampfen@kimley-horn.com>; Amy Woodruff <Amy.Woodruff@kimley-horn.com>; Kenny Riccio <Kenny.Riccio@phinsonpoint.com>; Chris Hopper <Chris.Hopper@phinsonpoint.com>

Subject: Street Standard for Pheasant Heights Subdivision near Middleton (Emmett Road)

You sometimes get email from Roberta.Stewart@cityofmiddleton.org with attachments.

Hello Canyon County Planners. I'm not sure who is managing the new Pheasant Heights subdivision in Canyon County (located near Middleton High School at Emmett & Willis). Please forward this email to that planner for consideration.

The applicant's engineer, Scott Kampfen of Kimley-Horn, just called and said that the County asked them to contact the City regarding whose road section should be applied in the subdivision. The City would prefer the City's local road section be applied for internal roads and the City's 3 lane arterial be applied for Emmett Road frontage. See diagrams attached.

When Phasant Heights was a City project that would have connected through Phason Point County sub, we had a hard time reconfiguring Phason Point to match City standards. We actually had to force the Phasant Heights developer to retrofit the Phason point right of way to add sidewalks, and limit the borrow ditch. Additionally, the large borrow ditch swales in Phason point could have potentially had a detrimental effect on our MS4 permit.

Because the new Pheasant Heights county subdivision is directly adjacent to City limits, it would be optimum to have the street standards match Middleton standards for the sake of uniformity, attractiveness and future annexation. Thanks for considering our request.

Roberta L. Stewart

PLANNING & ZONING OFFICIAL
City of Middleton, Planning & Zoning
1103 W. Main St.
P.O. Box 487
Middleton, ID 83644



Facilities Number: 019618

December 6, 2024

Ben Teller
Kimley-Horn
1100 W. Idaho St, Suite 210
Boise, ID 83702

Re: Quail Run Acres Subdivision

Mr. Teller,

Southwest District Health has reviewed the subdivision engineering report (SER) and does approve the SER for the proposed **Quail Run Acres Subdivision** located in the ***E ½ and N ¼ of Section 02, Township 4N, Range 3W, B.M.*** The property is reported to be approximately 46.98 acres. The proposed development includes thirty-two (32) buildable lots with a minimum lot size of 1.00 acre. The SER was approved on December 6, 2024.

The Engineering Report and associated plans and specifications appear to meet applicable regulations. If changes are made in the design plans to the plat submitted to Southwest District Health at the time of this approval, re-engineering will be required.

Condition(s) of final subdivision approval:

- The final plat map must be signed by a designated REHS/RS from Southwest District Health.
- A physical copy of the SER and a full-scale (34'x36') copy of the informational plat map.

If you have questions, contact me at 208.899.1285, or via e-mail: anthony.lee@swdh.idaho.gov

Sincerely,

Anthony Lee Digitally signed
by Anthony Lee
Anthony Lee, REHS/RS
Land Development Senior

Cc: Infinite Real Estate Group (Property Owner)

Healthier Together

13307 Miami Lane • Caldwell, ID 83607 • (208) 455-5300 • FAX (208) 454-7722



Derick Corell

to Mike, Don, Heather, teresa@blackcanyonirrigation.com, Darla, Black, me, Carl

Dec 12, 2024,

Connor –

Sounds great, like I mentioned once the administration of account balances and intake fee are handled, we will up to review the revised development.

I will be on the lookout for notice to proceed with review from the District upon payment.

Let me know if you have any questions.

Thanks,
Derick

Derick Corell EIT | RH2 Engineering, Inc.





8151 W. Rifleman Street
Boise, ID 83704

ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

File No. 836301 /HH/AB

2023-028158	
RECORDED	
08/30/2023 08:53 AM	
CHRIS YAMAMOTO	
CANYON COUNTY RECORDER	
Pgs=4 TYOUREN	\$15.00
TYPE: DEED	
PIONEER TITLE CANYON - CALDWELL	
ELECTRONICALLY RECORDED	

WARRANTY DEED

For Value Received **J & A Johnson, LLC, a Utah Limited Liability Company**

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

J & A Johnson, LLC, a Utah limited liability company as to a 35.98% Interest and Y Street Capital Incorporated, a Canadian corporation as to a 25.98% Interest and Brian Higbee, a married man as his sole and separate property, as to 20% Interest and Yellowtail Properties, LLC, a New York limited liability company as to a 1.76% Interest and Yellowtail Properties, LLC, a New York limited liability company as to a 5.88% Interest and Ignite Holdings, LLC, a Georgia limited liability company as to a 1.15% Interest and Ignite Holdings, LLC, a Georgia limited liability company as to a .50% Interest and 8 Stewart Place, LLC a New York limited liability company as to a .55% Interest and IRA Financial Trust Company CFBO Gerald S. Smyser as to a 1.00% Interest and Brayan Martinez, a single person, as to a .50% Interest and Charles Alger and Nicolette Alger, husband and wife, as to a .50% Interest and Kevin Hsu and Jacklyn Chi Hsu, s Co-Trustees of the Hsu Living Trust as to a .50% Interest and Direct Trust Company FBO Kristopher Georgen IRA as to a .50% Interest and Wendy K. Spencer, Trustee of the Wendy K. Spencer Separate Property Trust Dated March 14TH, 2022 as to a 1.00% Interest and Akshaya Srivatsa and Namrata Prasad as Co-Trustees of the Prasad-Srivatsa Family Trust as to 1.00% Interest and KSM16 Marketing, LLC a Utah limited liability company as to a .45% Interest and CBA Industries, LLC, a Utah limited liability company as to a .25% Interest and Daniel Evan Stone and Alanna Noel Ford, Trustees of the Stoneford Family Trust Dated July 16TH 2021 as to a 1.00% interest and Karen Stone, a single person, as to a 1.5% Interest

hereinafter referred to as Grantee, whose current address is 24 E Main St. American Fork, UT 84003

The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), that the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and

those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated:

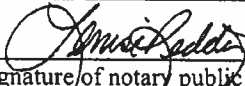
J & A Johnson, LLC, a Utah Limited Liability Company

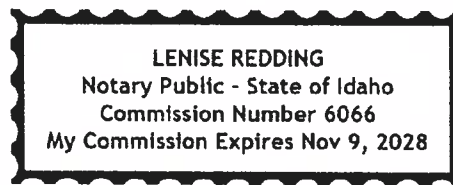
By: Amy Johnson

Amy Johnson, Manager

State of Idaho, County of Ada

This record was acknowledged before me on August 22nd, 2023 by
Amy Johnson, as Manager of J & A Johnson, LLC.


Signature of notary public
Commission Expires: 11/9/2028



This notarial act involved the use of communication technology.

EXHIBIT A

PARCEL 1:

A part of Government Lot 1 and the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho described as follows:

Commencing at a found Brass Cap marking the East Quarter corner of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence N01°53'41"E 1322.24 feet along the East line of said Section to a found 5/8" rebar with cap labeled "PLS 14216" marking the North 1/16 corner of said Section (said point being the Point of Beginning); thence

S89°34'45"W 244.40 feet along the centerline of an existing irrigation ditch to a point of curve; thence Southwesterly 36.98 feet along said curve to the left (Curve data: Radius= 39.25', Delta= 53°59'21", Chord Bearing and Distance= S62°35'04"W 35.63 feet) along said centerline; thence S35°35'24"W 80.62 feet along said centerline to a set 5/8" rebar with orange plastic cap labeled "PLS 12220" marking a point on the centerline of an existing irrigation ditch; thence

N01°53'38"E 1227.22 feet to a set 5/8" rebar with orange plastic cap labeled "PLS 12220"; thence

N89°55'38"E 70.44 feet to a found 5/8" rebar with cap labeled "PLS 8960"; thence

N01°55'22"W 15.00 feet to a found $\frac{1}{2}$ " rebar with cap labeled "PLS 4477"; thence

N89°54'40"E 200.80 feet to a found 5/8" rebar with cap labeled "PLS 14216"; thence

S03°10'13"E 249.17 feet to a found 5/8" rebar with no cap; thence

S86°56'23"E 2.96 feet to a found 5/8" rebar with cap labeled "PLS 14216"; thence

S01°54'14"W 504.06 feet; thence

S89°51'58"E 25.07 feet to a set 5/8" rebar with orange plastic cap labeled "PLS 12220" marking a point on the East line of said Section; thence

S01°53'38"W 405.61 feet along said East line to the Point of Beginning.

ALSO SHOWN as Parcel 1 on Record of Survey recorded June 3, 2020, as Instrument No. 2020-029598, records of Canyon County, Idaho.

SUBJECT TO:

A 28-foot Ingress-Egress Access Easement that is 14-feet each side of the following described centerline that is located in Government Lot 1, Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho:

Commencing at a found Brass Cap marking the East Quarter corner of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence N01°53'41"E 1322.24 feet along the East line of said Section to a found 5/8" rebar with cap labeled "PLS 14216" marking the North 1/16 corner of said Section; thence

N01°53'38"E 405.61 feet along the East line of said Section to a set 5/8" rebar with orange plastic cap labeled "PLS 12220"; thence N89°51'58"W 25.07 feet; thence N01°54'14"E 118.42 feet to the Point of Beginning; thence

S89°30'46"W 15.89 feet to a point of curve; thence

Southwesterly 60.63 feet along said curve to the left (Curve data: Radius= 60.00', Delta= 57°53'38", Chord Bearing and Distance= S60°33'52"W 58.08 feet); thence S31°36'57"W 73.51 feet to a point of curve; thence Southwesterly

101.71 feet along said curve to the right (Curve data: Radius= 100.00', Delta= 58°16'27", Chord Bearing and

Distance= S60°45'14"W 97.38 feet); thence S89°53'31"W 294.79 feet; thence

S88°17'20"W 87.24 feet; thence

N88°00'47"W 354.31 feet to the Point of Terminus.

PARCEL 2:

A part of Government Lot 1 and the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho described as follows:

Commencing at a found Brass Cap marking the East Quarter corner of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence N01°53'41"E 1322.24 feet along the East line of said Section to a found 5/8" rebar with cap labeled "PLS 14216" marking the North 1/16 corner of said Section; thence S89°34'45"W 244.40 feet along the centerline of an existing irrigation ditch to a point of curve; thence

Southwesterly 36.98 feet along said curve to the left (Curve data: Radius= 39.25', Delta= 53°59'21", Chord Bearing and Distance= S62°35'04"W 35.63 feet) along said centerline; thence S35°35'24"W 80.62 feet along said centerline to a set 5/8" rebar with orange plastic cap labeled "PLS 12220" marking a point on the centerline of an existing irrigation ditch (said point being the Point of Beginning); thence S35°35'24"W 326.53 feet along said centerline to a set 5/8" rebar with orange plastic cap labeled "PLS 12220"; thence S58°11'22"W 988.78 feet along said centerline to a point on the West line of the Southeast ¼ of the Northeast ¼ of said Section; thence N01°34'17"E 861.05 feet along the said West line to a found Brass Cap marking the Southwest corner of Government Lot 1 of said Section; thence N01°53'01"E 1151.90 feet along the West line of said Government Lot 1 to a found 5/8" rebar with cap labeled "PLS 8960"; thence N89°55'38"E 1009.38 feet to a set 5/8" rebar with orange plastic cap labeled "PLS 12220"; thence S01°53'38"W 1227.22 feet to the Point of Beginning.

EXCEPT:

A part of Government Lot 1 in Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho described as follows:

Commencing at a found Brass Cap marking the East Quarter corner of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence N01°53'41"E 1322.24 feet along the East line of said Section to a found 5/8" rebar with cap labeled "PLS 14216" marking the North 1/16 corner of said Section; thence N01°53'38"E 348.37 feet along the East line of said Section; thence N88°06'06"W 594.32 feet to a found 5/8" rebar with cap labeled "PLS 15352" (said point being the Point of Beginning); thence S04°06'01"W 193.48 feet to a found 5/8" rebar with cap labeled "PLS 15352"; thence S68°21'56"W 133.79 feet to a found 5/8" rebar with cap labeled "PLS 15352"; thence N40°00'14"W 332.26 feet to a set 5/8" rebar with orange plastic cap labeled "PLS 12220"; thence S88°00'47"E 352.00 feet to the Point of Beginning.

ALSO SHOWN as Parcel 2 on Record of Survey recorded June 3, 2020, as Instrument No. 2020-029598, records of Canyon County, Idaho.

SUBJECT TO AND TOGETHER WITH:

A 28-foot Ingress-Egress Access Easement that is 14-feet each side of the following described centerline that is located in Government Lot 1, Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho:

Commencing at a found Brass Cap marking the East Quarter corner of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence N01°53'41"E 1322.24 feet along the East line of said Section to a found 5/8" rebar with cap labeled "PLS 14216" marking the North 1/16 corner of said Section; thence N01°53'38"E 405.61 feet along the East line of said Section to a set 5/8" rebar with orange plastic cap labeled "PLS 12220"; thence N89°51'58"W 25.07 feet; thence N01°54'14"E 118.42 feet to the Point of Beginning; thence S89°30'46"W 15.89 feet to a point of curve; thence Southwesterly 60.63 feet along said curve to the left (Curve data: Radius= 60.00', Delta= 57°53'38", Chord Bearing and Distance= S60°33'52"W 58.08 feet); thence S31°36'57"W 73.51 feet to a point of curve; thence Southwesterly 101.71 feet along said curve to the right (Curve data: Radius= 100.00', Delta= 58°16'27", Chord Bearing and Distance= S60°45'14"W 97.38 feet); thence S89°53'31"W 294.79 feet; thence S88°17'20"W 87.24 feet; thence N88°00'47"W 354.31 feet to the Point of Terminus.



610 S. Kimball Avenue
Caldwell, ID 83605

ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

2020-078674	
RECORDED	
12/30/2020 01:11 PM	
CHRIS YAMAMOTO	
CANYON COUNTY RECORDER	
Pgs=3 PBR DGES	\$15.00
TYPE DEED	
PIONEER TITLE CANYON - CALDWELL	
ELECTRONICALLY RECORDED	

File No. 751473 TK/JB

WARRANTY DEED

For Value Received **The Kenneth H Mortensen and Cheyenne C Mortensen Family Trust, a trust established under the laws of the state of Idaho by an agreement dated January 11, 2019, Trustees Kenneth H. Mortensen and Cheyenne C. Mortensen** hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Handwritten initials: JMV, JNS
Julie Marie Vander Jagt and John Neil Vander Jagt, wife and husband hereinafter referred to as Grantee, whose current address is 23854 Emmett Road Caldwell, ID 83607

The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: December 24, 2020

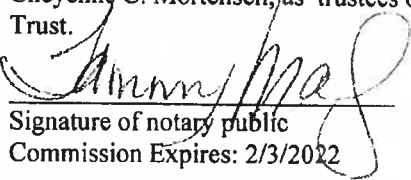
Kenneth H. Mortensen and Cheyenne C. Mortensen Family Trust, a trust established under the laws of the state of Idaho by an agreement dated January 11, 2019

By: *Handwritten signature of Kenneth H. Mortensen*
Kenneth H. Mortensen, Trustee

By: *Handwritten signature of Cheyenne C. Mortensen*
Cheyenne C. Mortensen, Trustee

State of Idaho, County of Canyon

This record was acknowledged before me on 12-28-2020 by Kenneth H. Mortensen and Cheyenne C. Mortensen, as trustees of The Kenneth H. Mortensen and Cheyenne C. Mortensen Family Trust.


Signature of notary public

Commission Expires: 2/3/2022



EXHIBIT A

This parcel is a portion of Government Lot 1 of Section 2 in Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Northeast corner of Government Lot 1, (NE Section Corner, Section 2), a found 5/8 inch diameter rebar;

thence South 1° 53' 38" West along the East boundary of Government Lot 1 a distance of 960.54 feet;

thence North 88° 06' 22" West a distance of 594.39 feet to the TRUE POINT OF BEGINNING, a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence South 4° 05' 43" West a distance of 193.35 feet to a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence South 68° 19' 23" West a distance of 133.77 feet to a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence North 40° 01' 22" West a distance of 332.26 feet to a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence South 88° 01' 04" East a distance of 352.00 feet to the TRUE POINT OF BEGINNING.

Together with a 28.00 foot easement for Ingress and Egress

This easement lies in a portion of Government Lot 1 of Section 2 in Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho. This easement is 28.00 feet in width, being 14.00 feet right and 14.00 feet left of the following described centerline. The sidelines of said easement are to be extended or shortened to meet at angle points and to begin on the West right of way of Emmett Road and to terminate perpendicular to the point of terminus. The centerline of said easement is more particularly described as follows:

COMMENCING at the Northeast corner of Government Lot 1, (NE Section Corner, Section 2), a found 5/8 inch diameter rebar;

thence South 01° 53' 38" West along the East boundary of Government Lot 1 a distance of 903.29 feet;

thence North 89° 53' 54" West a distance of 25.01 feet;

thence North 01° 53' 38" East a distance of 117.88 feet to the TRUE POINT OF BEGINNING;

thence South 89° 30' 46" West a distance of 15.89 feet to the beginning of a curve tangent to said line;

thence Southwesterly a distance of 60.63 feet along the arc of a curve to the Left having a radius of 60.00 feet and a central angle of 57° 53' 49" and long chord which bears South 60° 33' 52" West a distance of 58.08 feet;

thence South 31° 36' 57" West tangent to said curve, a distance of 73.51 feet to the beginning of a curve tangent to said line;

thence Southwesterly a distance of 101.71 feet along the arc of a curve to the Right having a radius of 100.00 feet and a central angle of 58° 16' 34" and a long chord which bears South 60° 45' 14" West a distance of 97.38 feet;

thence South 89° 53' 31" West tangent to said curve, a distance of 294.79 feet;

thence South 88° 17' 20" West a distance of 79.62 feet;

thence North 88° 01' 04" West a distance of 374.61 feet to the POINT OF TERMINOUS, and being subject to any and all easements and rights of way of record of implied.

LM *CM*

TENANTS IN COMMON AGREEMENT

This Tenants In Common Agreement (this "Agreement") is entered into effective as of 8/28/2023, by and among: J & A Johnson, LLC, Y Street Capital Incorporated, Brian Higbee, Yellowtail Properties LLC, Ignite Holdings, LLC, 8 Stewart Place, LLC, IRA Financial Trust Company CFBO Gerald S Smyser, Brayan Martinez, Charles and Nicolette Alger, HSU Living Trust, Directed Trust Company FBO Kristopher Georgen IRA, Wendy K Spencer Separate Property Trust under Declaration of Trust dated March 14, 2022, Prasad-Srivatsa Family Trust, Stoneford Family Trust dated July 16th 2021, Karen Stone, KSM16 Marketing, and CBA Industries, LLC (each a "Tenant," and collectively referred to as the "Tenants").

RECITALS

WHEREAS, the Tenants will acquire as tenants in common, and not as partners or joint venturers, certain percentage undivided interests (each, an "Interest"), respectively set forth in Exhibit A attached to and incorporated into this agreement in its entirety, in Parcel 1 and Parcel 2, as more particularly described in Exhibit B attached to and incorporated into this Agreement (the "Property");

WHEREAS, the Tenants desire to enter into this Agreement to provide for the orderly administration of their rights and responsibilities as to each other and as to others and to delegate authority and responsibility for the intended further operation and management of the Property; and

WHEREAS, the Property is subject to a certain loan (the "Loan") secured by a certain Mortgage, Security Agreement and Fixture Filing and a certain Collateral Assignment of Leases and Rents encumbering the Property (the "Mortgage") in favor of Hopkins Financial Services an Idaho lending corporation (together with its successor and assigns, "Lender") (the Mortgage and other documents, agreements, and instruments evidencing, securing, or delivered to the Lender in connection with the Loan are collectively referred to herein as the "Loan Documents").

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

I. NATURE OF RELATIONSHIP BETWEEN TENANTS IN COMMON

The Tenants shall each hold their respective interests in the Property, in such percentages as set forth on Exhibit A attached to and made a part of this Agreement, as tenants in common. The Tenants do not intend by this Agreement to create a partnership or a joint venture, but merely to set forth the terms and conditions upon which each of them shall hold their respective interests in the Property. The Tenants do not intend or desire to create a partnership or joint venture with the Property Manager (as defined in Section 2.1 below). Each Tenant hereby elects to be excluded from the provisions of Subchapter K of Chapter 1 of the Internal Revenue Code of 1986, as amended (the "Code"), with respect to the joint ownership of the Property. The exclusion elected by the Tenants shall commence with the execution of this Agreement. Each Tenant covenants and agrees that each Tenant shall report on such Tenant's respective federal and state income tax returns such Tenant's respective share of items of income, deduction, and credits which result from holding the Property in a manner consistent with exclusion of the Tenants from Subchapter K of Chapter 1 of the Code, commencing with the first taxable year of the tenancy in common created by this Agreement. No Tenant shall notify the Commissioner of Internal Revenue that such Tenant desires that Subchapter K of the Code apply to the Tenants and each Tenant agrees to indemnify, protect, defend, and hold the other Tenants free and harmless from all costs, liabilities, tax consequences, and expenses, including, without limitation, attorneys' fees, which may result from any Tenant so notifying the Commissioner in violation of this Agreement or otherwise taking a contrary position on any tax return. Except as expressly provided in this Agreement, no Tenant is authorized to act as agent for, to act on behalf of, or to do any act that

will bind any other Tenant or to incur any obligations with respect to the Property.

Each Tenant, as "Indemnitor," shall indemnify, defend and hold harmless each other Tenant from and against any and all liabilities of every kind arising in any manner out of the Indemnitor's failure to perform or observe any of the terms or provisions of this Agreement to be performed or observed by the Indemnitor. The terms contained in this Article shall survive the termination of this Agreement.

Required Consent and Joinder. To the extent that any Tenant is a married individual whose residence is in a community property state (currently Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington and Wisconsin), concurrently with the execution of this Agreement and as a condition of the effectiveness of this Agreement upon such Tenants, the spouse of said Tenant shall execute and deliver a Consent of Spouse which shall be in form and content acceptable to Asset Manager. Such Consent shall provide that the spouse of the Tenant shall consent to the execution of this Agreement, the acquisition of the Interest and agree that any right, title or interest of the spouse in and to the Interest shall be subject to and governed by the provisions of this Agreement

2. MANAGEMENT

2.1 Property Manager. Concurrently herewith, the Tenants and Infinite Real Estate, Inc. (the "Property Manager"), are entering into the certain property management agreement attached as Exhibit C and incorporated into this agreement in its entirety by this reference (the "Property Management Agreement") with respect to the Property. The Property Management Agreement shall be for a term of no longer than one (1) year, may be renewed on an annual basis for an additional period of no more than twelve (12) months, and shall require the distribution of available cash flow to the Tenants within thirty (30) days following receipt of same. Pursuant to the Property Management Agreement, the Property Manager shall be the sole and exclusive manager of the Property to act as agent of the Tenants with respect to the management and operation of the Property during the term of the Property Management Agreement. Neither: (a) the removal, withdrawal, termination, or resignation of the Property Manager; (b) any assignment for the benefit of creditors by or the adjudication of bankruptcy or incompetency of the Property Manager; nor (c) the termination of the Property Management Agreement, shall cause the termination of this Agreement and this Agreement shall remain in full force and effect notwithstanding any such events. The unanimous approval of each Tenant shall be required to approve: (i) any renewal or extension of the Property Management Agreement or any replacement agreement; and (ii) the hiring of any replacement property manager and the terms of any agreement governing the same.

2.2 Authority of the Tenants. The unanimous approval, consent, or other action by the Tenants is required with respect to any of the following actions (each, a "Major Action"): (a) the sale or other disposition of all or a portion of the Property; (b) the terms of any leasing or re-leasing of all or a portion of the Property; (c) the creation or modification of a blanket lien on the Property as security for an indebtedness; (d) any renewal or extension of the Property Management Agreement or any replacement agreement and the terms thereof; and (e) the hiring of any replacement property manager and the terms of any property management agreement governing same. With respect to all other actions to be taken with respect to the Property, the approval, consent, or other action by the Tenants collectively holding more than fifty percent (50%) of the undivided interests in the Property is required. Whenever in this Agreement the consent or approval of the Tenants is required or otherwise requested, the Tenants shall have thirty (30) days after the date the request for consent or approval is submitted to approve or disapprove of the matter (unless a longer or shorter period for response is specifically provided for in this Agreement). The Tenants agree to use their best efforts to respond to any request for consent or approval. If a Tenant does not disapprove of such matter within said thirty (30) day period (or such longer or shorter period expressly provided in this Agreement), the Tenant shall be deemed to have approved the matter.

3. INCOME AND EXPENSES

Except as otherwise provided, all benefits and obligations of the ownership of the Property, including, without limitation, income, revenue, operating expenses, proceeds from sale or refinance, or condemnation awards shall be shared by the Tenants in proportion to their respective undivided interests in the Property. Without limiting the generality of the foregoing: (a) the Tenants shall receive all cash from operations of the Property after payment of expenses, in proportion to their respective undivided interests in the Property, except for such amounts as may be determined by the Tenants to be retained for reserves or improvements; and (b) taxes shall be paid by each Tenant in proportion to their respective undivided interests.

4. OBLIGATIONS

The Tenants each agree to perform such acts as may be reasonably necessary to carry out the terms and conditions of this Agreement, including, without limitation:

4.1 Documents. Executing documents required in connection with a sale or refinancing of the Property in accordance with Section 5 below and such additional documents as may be required under this Agreement or may be reasonably required to effect the intent of the Tenants with respect to the Property or any loans encumbering the Property.

4.2 Additional Funds. Each Tenant will be responsible for a pro rata share (based on its undivided interest or as otherwise provided) with respect to taxes, any management fee, or other items specifically applicable to the Property, or any future cash needed in connection with the ownership, operation, management, and maintenance of the Property as determined by the Property Manager pursuant to the Property Management Agreement. To the extent any Tenant fails to pay any funds pursuant to this Section 4.2 within thirty (30) days after the Property Manager delivers notice that such additional funds are required, any other Tenant(s) in Common may advance such amount. In no event shall such advance remain outstanding by the nonpaying Tenant for a period exceeding thirty (30) days. The nonpaying Tenant shall reimburse the paying Tenant(s) in Common, upon demand, the amount of any such advance plus interest thereon at the rate of eighteen percent (18%) *per annum* (but not more than the maximum rate allowed by law) until paid. In addition, the Property Manager is hereby authorized to pay the Tenant entitled to reimbursement and interest the amounts due out of future cash from operations or from a sale or refinancing of the Property or other distributions pursuant to the Property Management Agreement up to the amount of the advance plus interest. The remedies against a nonpaying Tenant provided for in this section are in addition to any other remedies that may otherwise be available, including, but not limited to, the right to obtain a lien against the undivided interest in the Property of the nonpaying Tenant to the extent allowed by law. Notwithstanding the preceding provisions, however, it is expressly understood and agreed that all such rights to, or to obtain, reimbursement are subject and subordinate in all respects to the rights of the Lender.

5. SALE OR ENCUMBRANCE OF PROPERTY

5.1 Approval Required. Any loan encumbering the Property, or any sale of the Property shall be subject to unanimous approval by the Tenants, which approval shall be communicated by written response to a written request for approval. For the purposes hereof, a loan encumbering the Property which has been approved by the Tenants in accordance with the foregoing, including but not limited to the Loan, shall be referred to as an "Approved Loan".

5.2 Distribution of Proceeds. Notwithstanding any other provisions of this Agreement, proceeds of any sale or refinancing shall be distributed at the closing of the sale as set forth below.

(a) To the extent necessary, the proceeds shall first be used to pay in full any loans encumbering title to the Property.

(b) The proceeds shall next be used to pay all outstanding costs and expenses incurred in connection with the holding, marketing, sale, or financing of the Property.

(c) Any proceeds remaining after payment of the items set forth in this Section 5.2 shall be paid as provided in Section 3.

6. POSSESSION

The Tenants intend to own and/or lease the Property strictly for investment purposes at all times and no Tenant shall have the right to occupy or use the Property at any time during the term of this Agreement.

7. TRANSFER OR ENCUMBRANCE

Subject to compliance with the terms of this Agreement, including, without limitation, the terms of Section 10 hereof, applicable securities laws and compliance with the terms of the Loan and the Loan Documents/any loan (and associated loan agreement and documents) secured by the Property, each Tenant may sell, transfer, convey, pledge, encumber, or hypothecate its Interest in the Property or any part thereof (each a "Transfer"), provided that any transferee shall take such Interest subject to this Agreement, and the transferor and transferee shall execute and cause to be recorded an assignment and assumption agreement (an "Assumption Agreement") whereby: (a) the transferor assigns to the transferee all of its right, title, and interest in and to this Agreement; and (b) the transferee assumes and agrees to perform faithfully and be bound by all of the terms, covenants, conditions, provisions, and agreements of this Agreement with respect to the undivided Interest to be transferred. Upon the execution and recordation of such Assumption Agreement, the transferor shall be relieved of all liability under this Agreement accruing after the date of recordation of the Assumption Agreement, except for those arising from events occurring prior to the date of the Assumption Agreement, and the transferee shall become a party to this Agreement without requiring any further action by any other Tenant. Each Tenant shall be responsible for compliance with applicable securities laws with respect to any sale or Transfer of its Interest in the Property. Notwithstanding the foregoing, for so long as an Approved Loan is encumbering the Property, a Tenant shall have no right to Transfer any portion of its Interest in the Property, without the prior written consent of the Lender under the Approved Loan or as otherwise expressly provided in the Approved Loan.

8. PARTITION

8.1 Right of Partition. The Tenants agree that any Tenant and any of its successors-in-interests shall have the right, while this Agreement remains in effect, to have the Property partitioned, and to file a complaint or institute any proceeding at law or in equity to have the Property partitioned in accordance with and to the extent provided by applicable law and to the extent permitted by the Lender under the Approved Loan. The Tenants acknowledge that partition of the Property may result in a forced sale by all of the Tenants. To avoid the inequity of a forced sale and the potential adverse effect on the investment by the Tenants, the Tenants agree that, as a condition precedent to filing a partition action, the Tenant filing such action (each, a "Selling Tenant") shall first make a written offer (the "Offer") to sell its Interest to the other Tenant (for the purpose of this Section 8, the "Purchasing Tenant") at a price equal to: (a) the Fair Market Value (as defined and to be determined as set forth below) of the Selling Tenant's Interest in the Property minus (b): (i) the Selling Tenant's proportionate share of any fee or other amount that would be payable to any third party (including any real estate commission) upon the sale of the Property at a price equal to the Fair Market Value; and (ii) selling, prepayment, or other costs that would apply in the event the Property was sold on the date of the Offer. No transfer shall be permitted if the number of Tenants would exceed 35 persons, or such lesser number required by the Loan Documents. Notwithstanding the provisions of this Article 8, no right to transfer, partition or encumber shall exist to the extent the same is prohibited by, or would constitute a default under, the terms of the Leases or any of the Loan

Documents.

8.2 Fair Market Value. "Fair Market Value" shall mean the fair market value of the Selling Tenant's undivided Interest in the Property on the date the Offer is made as determined in accordance with the procedures set forth below. The Purchasing Tenant shall have sixty (60) days after delivery of the Offer to accept the offer. If the Purchasing Tenant accepts the Offer, the Selling Tenant and the Purchasing Tenant shall commence negotiation of the Fair Market Value within fourteen (14) days after the Offer is accepted. If the parties do not agree, after good faith negotiations, within twenty-one (21) days, then each party shall submit to the other a proposal (the "Proposal") containing the Fair Market Value the submitting party believes to be correct. If either party fails timely to submit a Proposal, the other party's submitted Proposal shall determine the Fair Market Value. If both parties timely submit Proposals, then the Fair Market Value shall be determined by final and binding arbitration in accordance with the procedures set forth below. The parties shall confer within seven (7) days after delivery of the last Proposal and make a good faith attempt to mutually appoint a certified real estate appraiser who shall have been active full-time over the previous ten (10) years in the appraisal of comparable properties located in the same area in which the Property is located to act as the arbitrator. If the parties are unable to agree upon a single arbitrator, then the parties each shall, within fifteen (15) days after the conference, select an arbitrator that meets the foregoing qualifications. The two (2) arbitrators so appointed shall, within fifteen (15) days after their appointment, appoint a third arbitrator meeting the foregoing qualifications. The decision of the single arbitrator or of the arbitrator(s) shall be made within fifteen (15) days after the appointment of a single arbitrator or the third arbitrator, as applicable. The arbitrator(s) shall have no authority to create an independent structure of Fair Market Value or prescribe or change any or several of the components or the structure thereof, the sole decision to be made shall be which of the parties' Proposals shall determine the Fair Market Value of the Property. The decision of the single arbitrator or majority of the three (3) arbitrators, as applicable, shall be binding upon the parties. If either party fails to appoint an arbitrator within the time period specified above, the arbitrator appointed by one of them shall reach a decision, which shall be binding upon the parties. The cost of the arbitrators shall be paid equally by the Selling Tenant and the Purchasing Tenant. The arbitration shall be conducted in Boise, ID or virtually via video conference pursuant to the procedures applicable to arbitration conducted under the authority of the Idaho District Court for Ada County, as modified by this Agreement. The parties agree that RSA Chapter 542 shall apply to any arbitration under this Agreement except that the parties shall have no discovery rights in connection with the arbitration. The decision of the arbitrator(s) may be submitted to any court of competent jurisdiction by the party designated in the decision. Such party shall submit to the court a form of judgment incorporating the decision of the arbitrator(s), and such judgment, when signed by a judge of the court, shall become final for all purposes, and shall be entered by the clerk of the court on the judgment roll of the court. If one party refuses to arbitrate an arbitrable dispute and the party demanding arbitration obtains a court order directing the other party to arbitrate, the party demanding arbitration shall be entitled to recover all of its reasonable attorneys' fees and costs in obtaining such order from the refusing party, regardless of which party ultimately prevails in the matter. By executing this Agreement, each Tenant is agreeing to have any dispute arising out of the matters included in the arbitration of disputes provision decided by neutral arbitration as provided by the State of Idaho and each Tenant is giving up any rights it might possess to have the dispute litigated in a court or jury trial. By executing this Agreement, each Tenant is giving up its judicial rights to discovery and appeal. If a Tenant refuses to submit to arbitration after agreeing to this provision, it may be compelled to arbitrate under the authority of the laws of Idaho. Each Tenant's agreement to this arbitration provision is voluntary. The closing of the purchase of the Selling Tenant's Interest shall occur at the offices of a mutually agreeable title company where the Property is located within thirty (30) days after the date on which Fair Market Value is determined, whether by agreement or arbitration. Closing costs and prorations shall be allocated as is standard practice where the Property is located.

8.3 Lender Mandate. Notwithstanding the general provisions of Section 8.1, if required by the Lender as a condition of making the Loan to the Tenants to acquire the Property or refinance the Loan secured by the Property, the Tenants shall be deemed to have waived their right to file a complaint or institute any proceeding at law or in equity to have the Property partitioned in accordance with local law. Notwithstanding anything to the

contrary in this Agreement, so long as the Loan or any portion thereof is outstanding each Tenant agrees that it will not seek or be entitled to seek and obtain a partition of all or any part of the Property without first obtaining the prior written consent of the Lender. Accordingly, each Tenant expressly waives any right it may have to partition the Property or any part thereof unless the Lender has consented in writing to such party's exercise of such rights.

9. BANKRUPTCY OPTION

9.1 Option. If, during the term of this Agreement, a Tenant is Bankrupt (as defined below) (a "Bankrupt Tenant"), the other Tenant shall have the right, to be exercised by written notice (a "Bankruptcy Call Notice") to the Bankrupt Tenant, to buy all of the Bankrupt Tenant's Interest in the Property. Upon receipt of the Bankruptcy Call Notice, the Bankrupt Tenant shall be obligated to sell to the other Tenant, and the other Tenant shall be obligated to buy the Bankrupt Tenant's entire Interest in the Property for the Fair Market Value of the Bankrupt Tenant's Interest in the Property, as Fair Market Value is determined under Section 8 above. Such purchase and sale shall be closed within thirty (30) days following the determination of Fair Market Value. The foregoing notwithstanding, if the applicable bankruptcy court or applicable bankruptcy rules require that the Fair Market Value of the Bankrupt Tenant's Interest in the Property be determined through an alternate valuation method, the parties may agree that such alternate valuation method shall be used to determine the Fair Market Value of the Property that is subject to such court's jurisdiction in lieu of the procedure established in Section 8, as required by such court or the applicable rules. In addition, any such bankruptcy or other insolvency proceeding will constitute an event of default under this Agreement.

9.2 Bankruptcy. For the purposes of this Agreement, a Tenant shall be considered "Bankrupt" if such Tenant: (a) is unable to pay its debts as they come due, including any debt associated with the Property; (b) admits in writing to its inability to pay debts as they come due, including any debt associated with the Property; (c) makes a general assignment for the benefit of creditors; (d) files any petition or answer seeking to adjudicate it bankrupt or insolvent; (e) seeks liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of its debts; (f) seeks, consents to, or acquiesces in the entry of an order for relief or the appointment of a receiver, trustee, custodian, or other similar official or for any substantial part of its property; (g) is the subject of the entry of an order for relief or approval of a petition for relief or reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future bankruptcy, insolvency, or similar statute, law, or regulation or the filing of any such petition that is not dismissed within ninety (90) days; or (h) is the subject of the entry of an order appointing a trustee, custodian, receiver, or liquidator with respect to all or any substantial portion of its property, which order is not dismissed within sixty (60) days.

9.3 Right of First Refusal. If under federal bankruptcy law, similar debtor relief laws, or other laws affecting the Property, the option to purchase granted under this Section 9 is voided or declared unenforceable, the other Tenant shall have a right of first refusal to buy any Interest in the Property of a Bankrupt Tenant in the event of any proposed transfer by a trustee, receiver, conservator, liquidator, guardian, or other transferor. Such right of first refusal shall provide that the other Tenant may buy the Bankrupt Tenant's Interest in the Property at the same price and on the same terms as such Interest in the Property is proposed to be sold by such trustee, receiver, conservator, liquidator, guardian, or other transferor. The rights contained in this Section 9 shall be subject and subordinate to the terms of the Loan Documents.

9.4 No Voting Rights. If any Tenant shall voluntarily or involuntarily be declared bankrupt, then the voting and approval rights of that Tenant shall immediately cease. It is the intention of the Tenants that only the beneficial interest of the Bankrupt Tenant will be vested in the successor Tenant and the consequences of any bankruptcy will not interfere with the operations of the Property.

10. RIGHT OF FIRST OFFER

If a Tenant (each, a "Selling Tenant") desires to sell its Interest in the Property or Transfer its Interest in the Property pursuant to Section 7, then as a condition precedent to such sale or Transfer, the Selling Tenant shall first offer to sell or Transfer its Interest in the Property to the other Tenant (the "Offeree") in writing (the "Selling Tenant Notice"), which Selling Tenant Notice shall specify: (a) if Selling Tenant intends to sell or Transfer all or a portion of its Interest in the Property; and (b) the material terms and conditions, including the price, pursuant to which Selling Tenant proposes to sell or Transfer its Interest in the Property. The Offeree shall have the right, within sixty (60) days after receipt of such Selling Tenant Notice (the "ROFO Purchase Offer Period"), to deliver a written offer ("Purchase Offer") to the Selling Tenant to purchase the Selling Tenant's Interest in the Property. If Offeree fails to deliver a Purchase Offer to Selling Tenant within the ROFO Purchase Offer Period, then Selling Tenant shall be free to either sell or Transfer its Interest in the Property to a bona fide third party other than Offeree, provided that such sale or Transfer: (i) shall be on the exact same terms and at the exact same price as stated in Selling Tenant Notice; (ii) is in compliance with the terms of the Loan; and (iii) is consummated within thirty (30) days following the expiration of the ROFO Purchase Offer Period. If Selling Tenant does not sell or Transfer its Interest in the Property within such period, the right provided hereunder shall be deemed to be revived and Selling Tenant shall not offer its Interest in the Property to any person unless first reoffered to Offeree in accordance with this Section 10. The rights contained herein shall be subject and subordinate in all respects to the terms of the Loan Documents and any loan documents encumbering or relating to the Property. Notwithstanding any other provisions, a Tenant may sell, assign or transfer all or any part of its Interest to: (a) his or her parents, spouse, descendants and/or spouse of his or her descendants, stepson or stepdaughter or a descendant of either; (b) a trust established for the benefit of (i) the Tenant, or (ii) one or more of the individuals described in clause (a) above; or (c) any entity wholly-owned and controlled by the Tenant without being subject to this Article 10.

11. GENERAL PROVISIONS

11.1 Mutuality, Reciprocity, Runs with the Land. All provisions, conditions, covenants, restrictions, obligations, and agreements contained in this Agreement are made for the direct, mutual, and reciprocal benefit of each and every part of the Property; shall be binding upon and shall inure to the benefit of each of the Tenants and their respective heirs, executors, administrators, successors, assigns, devisees, representatives, lessees, and all other persons acquiring any undivided interest in the Property or any portion thereof whether by operation of law or any manner whatsoever (collectively, "Successors"); shall create mutual, equitable servitudes and burdens upon the undivided interest in the Property of each Tenant in favor of the interest of every other Tenant; shall create reciprocal rights and obligations between the respective Tenants, their interests in the Property, and their Successors; and shall, as to each of the Tenants and their Successors, operate as covenants running with the land, for the benefit of the other Tenants pursuant to applicable law. It is expressly agreed that each covenant contained herein: (a) is for the benefit of and is a burden upon the undivided interests in the Property of each of the Tenants; (b) runs with the undivided interest in the Property of each Tenant; and (c) benefits and is binding upon each Successor owner during its ownership of any undivided interest in the Property, and each owner having any interest therein derived in any manner through any Tenant or Successor. Every person or entity who now or hereafter owns or acquires any right, title, or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every restriction, provision, covenant, right, and limitation contained herein, whether or not such person or entity expressly assumes such obligations or whether or not any reference to this Agreement is contained in the instrument conveying such interest in the Property to such person or entity. The Tenants agree that, subject to the terms and conditions of this Agreement, any Successor shall become a party to this Agreement upon acquisition of an undivided interest in the Property as if such person was a Tenant initially executing this Agreement.

11.2 Binding Arbitration. Any dispute, claim, or controversy arising out of or relating to this Agreement or breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in Ada County, Idaho, before a sole arbitrator, in accordance with the laws of the State of Idaho for agreements made in and to be performed in that state. The arbitration shall be administered by the American Arbitration Association pursuant to

its Streamlined Arbitration Rules & Procedures. Judgment entered upon any award rendered may be enforced by appropriate judicial action. The losing party shall bear any fees and expenses of the arbitrator, other tribunal fees and expenses, reasonable attorneys' fees of both parties, any costs of producing witnesses, and any other reasonable costs or expenses incurred by the losing party or the prevailing party or such costs as shall be allocated by the arbitrator.

11.3 Attorneys' Fees. If any arbitration, action, or proceeding is instituted between the Tenants arising from or related to this Agreement, the Tenant prevailing in such arbitration, action, or proceeding shall be entitled to recover from the other Tenant all of its or their costs of arbitration, action, or proceeding, including, without limitation, attorneys' fees and costs as fixed by the court or arbitrator therein.

11.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations, and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

11.5 Governing Law. This Agreement shall be governed by and construed under the internal laws of the State of Idaho without regard to choice of law rules.

11.6 Amendment and Modification. No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

11.7 Notices. Unless specifically stated otherwise in this Agreement, all notices, waivers, and demands required or permitted hereunder shall be in writing and delivered to the addresses set forth below, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; (c) registered United States mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; or (d) electronic transmission (facsimile or email) provided that the transmission is completed no later than 4:00 p.m. E.T. on a business day and the original also is sent via overnight courier or United States Mail, whereby delivery is deemed to have occurred at the end of the business day on which electronic transmission is completed.

If to J & A Johnson, LLC:	J & A Johnson, LLC 24 E Main St. American Fork, UT 84003 Attention: Amy Johnson
If to Y Street Capital Incorporated:	Y Street Capital Incorporated 4019 Carling Ave, Suite 201B, Ottawa, ON K2K 2A3 Attention: Victor Menasce
If to Brian Higbee:	Brian Higbee 1001 W Academy Drive, Spanish Fork, Utah 84660
If to Yellowtail Properties, LLC:	Yellowtail Properties LLC 2351 7 th Ave, Apt #PH6, New York, NY 10030 Attention: Chris Balzaretti
If to Ignite Holdings, LLC:	Ignite Holdings, LLC 2921 Piedmont Rd Ne Atlanta GA 30305 Attention: John Howard
If to 8 Stewart Place, LLC:	8 Stewart Place, LLC 1655 Undercliff Avenue, Apt 18F Bronx, NY, NY 10453 Attention: Monica Soyemi
If to IRA Financial Trust Company CFBO Gerald S Smyser:	IRA Financial Trust Company CFBO Gerald S Smyser 5024 S Bur Oak Pl Ste 200 Sioux Falls SD 57108 Attention: Gerald Smyser
If to Brayan Martinez:	Brayan Martinez 3304 Emmons Ave North Las Vegas, NV 89030

If to Charles and Nicolette Alger:	Charles and Nicolette Alger 1557 N. McKenzie Way Saratoga Springs, Utah 84045
If to HSU Living Trust:	HSU Living Trust 2356 Apple Ridge Circle Manasquan, NJ 08736 Attention to: Kevin Hsu
If to Direct Trust Company FBO Kristopher Georgen IRA:	Direct Trust Company FBO Kristopher Georgen IRA 73 Louise View Dr. Bellingham, WA 98229 Attention to: Kristopher Georgen
If to Wendy K Spencer Separate Property Trust under Declaration of Trust dated March 14, 2022:	Wendy K Spencer Separate Property Trust under Declaration of Trust dated March 14, 2022 4402 Catlin Circle Unit B Carpinteria, CA 93013 Attention: Wendy Spencer
If to Prasad-Srivatsa Family Trust:	Prasad-Srivatsa Family Trust 1907 Kentucky Street Redwood City, CA 94061 Attention to: Akshaya Srivatsa
If to Stoneford Family Trust dated July 16 th 2021:	Stoneford Family Trust 2745 Glendessary Lane Santa Barbara, CA 93105 Attention to: Daniel Stone
If to Karen Stone:	

If to KSM16 Marketing:	Karen Stone 6169 Park Lane South Unit 25 Park City, UT 84098
If to CBA Industries, LLC:	KSM16 Marketing 189 E. 580 N. Vineyard, UT 84059 Attention to: Kyle Moore
	CBA Industries, LLC 731 N 550 W. Maplewood, UT 84664 Attention to: Cam Ault

Any party may change its address for purposes of this Section 11.7 by giving written notice as provided in this Section 11.7. All notices and demands delivered by a party's attorney on a party's behalf shall be deemed to have been delivered by said party. Notices shall be valid only if served in the manner provided in this Section 11.7.

11.8 Successors and Assigns. All provisions of this Agreement shall inure to the benefit of and shall be binding upon the successors-in-interest, and legal representatives of the parties hereto.

11.9 Term. This Agreement shall commence as of the date written above and shall terminate at such time as the Tenants or their Successors no longer own the Property as tenants in common, one Tenant acquires fee simple to the entire Property, or the Tenants otherwise mutually agree to dissolve the tenancy in common. The bankruptcy, death, dissolution, liquidation, termination, incapacity, or incompetency of a Tenant shall not cause the termination of this Agreement.

11.10 Waivers. Any waiver of any provision or of any breach of this Agreement shall be in writing and signed by the party waiving said provision or breach. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

11.11 Counterparts. This Agreement may be executed in counterparts, each of which, when taken together, shall be deemed one fully-executed original.

11.12 Severability. If any portion of this Agreement shall become illegal, null, void, or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null, void, or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.

11.13 Further Assurances. From the Effective Date, each Tenant agrees to do such things, perform such acts, and make, execute, acknowledge, and deliver such documents as may be reasonably necessary and customary to complete the transactions contemplated by this Agreement.

11.14 Time is of the Essence. Time is of the essence of each and every provision of this Agreement.

11.15 Memorandum of Agreement. Concurrently with the execution of this Agreement, the parties shall execute a Memorandum of Agreement in the form attached hereto as Exhibit D ("Memorandum of Agreement") which shall be recorded in the Ada County Clerk's Office.

11.16 Certain Lender Related Provisions. Notwithstanding anything to the contrary herein, until the indefeasible payment and discharge in full of the Loan:

(a) Each Tenant shall comply with the provisions of this Agreement and shall cause this Agreement to remain in full force and effect at all times until the Loan is indefeasibly paid in full.

(b) No Tenant shall (nor shall it cause, suffer, or permit any other Tenant to) file a complaint or institute any proceeding at law or in equity to have any portion of the Property partitioned without first having obtained the prior written consent of the Lender to do so (which consent may be granted or withheld by the Lender in its sole and absolute discretion). Instead, in the event that one Tenant desires to partition the Property, such Tenant shall offer to sell its entire Interest in the Property to (and only to) the other Tenant and such other Tenant shall purchase such Interest as provided in Section 8.

(c) Without the prior written consent of the Lender (which consent may be granted or

withheld by the Lender in its sole and absolute discretion), one Tenant shall not impose a lien under this Agreement or exercise any other rights against the Interest of the other Tenant in respect of this Agreement or the Property. In connection with the foregoing, each Tenant hereby expressly waives any right it may have under this Agreement or otherwise at law or equity to impose such liens or enforce such rights and remedies against the other Tenant until such prior written consent is obtained or the Loan is indefeasibly paid in full.

(d) Each Tenant hereby agrees that this Agreement and any and all rights and liens created thereby in favor of any Tenant (including without limitation, rights to the payment of monies, rights of indemnity, lien rights, rights of first refusal, options to purchase, or other rights of acquisition) are and shall be in all respects subordinate and inferior to the lien, security interest, and terms of this Agreement and all Loan Documents, all without the necessity of the Lender or any Tenant executing further instruments to effect such subordination. If requested, however, each Tenant shall execute and deliver to the Lender such documents as the Lender may reasonably require to further effect the provisions of this Section 11.17. In connection with the foregoing, no Tenant shall make any payments, and shall not cause, suffer, or permit any payments to be made to, the other Tenant, or any member or manager of the other Tenant, pursuant to the terms of this Agreement without the Lender's prior written consent (which consent may be granted or withheld in the Lender's sole and absolute discretion), unless otherwise expressly permitted by the Loan Documents.

(e) Each Tenant shall promptly: (i) perform and observe each and every covenant required to be performed and observed by such Tenant under this Agreement and do all things necessary to preserve and to keep unimpaired its material rights thereunder; (ii) immediately notify the Lender of any default or event of default under this Agreement of which Tenant is aware or any event that but for the passage of time would ripen into a default or event of default; and (iii) deliver to the Lender a copy of any notice of default or other material notice delivered or received by Tenant under this Agreement.

(f) No Tenant shall amend or modify in any respect, or terminate, or except as expressly provided by the Loan Documents, assign, pledge, hypothecate, or grant any rights in or to, this Agreement without the prior written consent of the Lender (which consent may be granted or withheld in the Lender's sole and absolute discretion); and any modification, supplement, alteration, waiver, amendment, discharge, or change of this Agreement, or assignment, pledge, hypothecation, or grant of interest in this Agreement that has not been consented to in writing by the Lender, shall be null and void *ab initio* and of no force and effect.

(g) To the extent that there are any inconsistencies between the terms of the Loan Documents and the terms of this Agreement, each Tenant agrees that the terms of the Loan Documents shall prevail.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

J & A Johnson, LLC

By: Signed in Counterpart
Name:
Title:

Y Street Capital Inc

By: 
Name: Matthew Maxsom
Title: MANAGER

Brian Higbee

By: Signed in counterpart
Name:
Title:

Yellowtail Properties, LLC

By: Signed in counterpart
Name:
Title:

Ignite Holdings, LLC

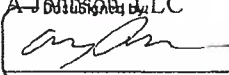
By: Signed in counterpart
Name:
Title:

8 Stewart Place, LLC

By: Signed in counterpart
Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

J & A Johnson, LLC

By: 

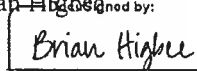
Name: Amy Johnson
Title: Manager

Y Street Capital, Inc

By: 

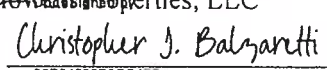
Name: Matthew Maxson
Title: Manager

Brian Higbee

By: 

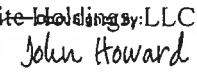
Name: Brian Higbee
Title:

Yellowtail Properties, LLC

By: 

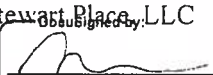
Name: Christopher J. Balzaretta
Title: Member

Ignite Holdings, LLC

By: 

Name: John Howard
Title: Member

8 Stewart Place, LLC

By: 

Name: Monica Soyemi
Title: Member

IRA Financial Trust Company CFBO Gerald S
Smyser

By: Brenda Benning

Name: Brenda Benning

Title: Corp Alt Signer

Type text here

Brayan Martinez

By: Signed in counterpart

Name:

Title:

Charles Alger and Nicolette Alger

By: Signed in counterpart

Name:

Title:

HSU Living Trust

By: Signed in counterpart

Name:

Title:

Directed Trust Company FBO Kristopher Georgen
IRA

By: Signed in counterpart

Name:

Title:

Wendy K Spencer Separate Property Trust under
Declaration of Trust dated March 14, 2022

By: Signed in counterpart

Name:

Title:

IRA Financial Trust Company CFBO Gerald S
Smyser

By: Signed in counterpart

Name:

Title:

~~Brayan Martinez~~

By: Brayan Martinez
35785504AF034C5

Name: Brayan Martinez

Title:

~~DocuSigned by:~~ Charles Alger and Nicolette Alger ~~DocuSigned by:~~

By: Charles Alger Nicolette Alger
FD22B635B05443A C4E673046811471

Name: Charles Alger & Nicolette Alger

Title:

~~DocuSigned by:~~ HSU Living Trust

By: Kevin Hsu
230641BF4CF8481

Name: Kevin Hsu

Title: Trustee

Directed Trust Company FBO Kristopher Georgen

IRA ~~DocuSigned by:~~

By: Mario Gianfortune
F0E43C6502E4457

Name: Mario Gianfortune

Title: Authorized Signer

Wendy K Spencer Separate Property Trust under
Declaration of Trust dated March 14, 2022

By: Wendy K. Spencer
1FD646AF9968417

Name: Wendy K. Spencer

Title: Trustee

Prasad-Srivatsa Family Trust DocuSigned by:

By: Akshay Srivatsa Namrata Prasad

187F5A7294684C6

F88AC279CDD0421

Name: Akshaya Srivatsa & Namrata Prasad

Title: Co-Trustees

Stoneford Family Trust dated July 16th, 2021 DocuSigned by:

By: [Signature]

D77AB2CDC317489

Name: Daniel Stone

Title: Trustee

Karen Stone DocuSigned by:

By: [Signature]

6CD3C6A8428A4F4

Name: Karen Stone

Title:

KSM16 Marketing DocuSigned by:

By: Kyle Moore

ES4C87866F4D4CD

Name: Kyle Moore

Title: Member

CBX Industries, LLC DocuSigned by:

By: Cameron Ault

FA984079EA36489

Name: Cameron Ault

Title: Member



EXHIBIT A

TIC Ownership Percentages

(and Initial Revenue Ownership Percentages)

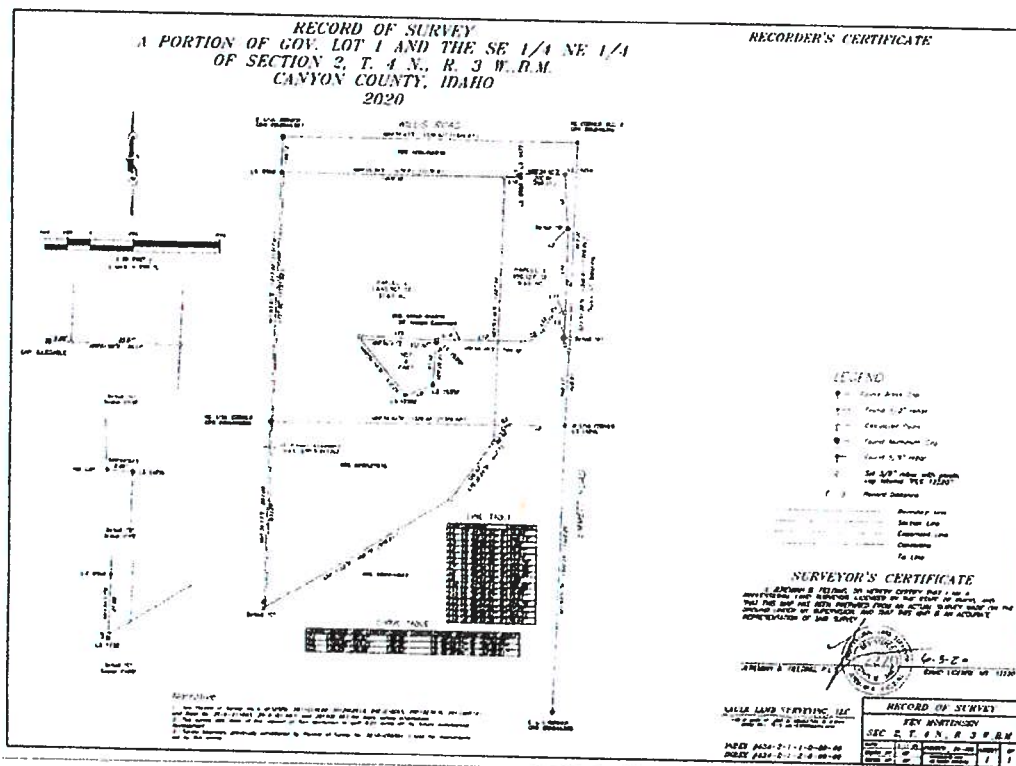
<u>Name</u>	<u>Address</u>	<u>Capital Contribution</u>	<u>% Ownership of Property</u>
J & A JOHNSON, LLC	24 E Main St. American Fork, UT 84003		35.98%
Y STREET CAPITAL, INC	4019 Carling Ave, Suite 201B, Ottawa, ON K2K 2A3		25.98%
BRIAN HIGBEE	1001 W Academy Drive, Spanish Fork, Utah 84660	\$875,000	20.00%
YELLOWTAIL, LLC	2351 7 th Ave, Apt #PH6, New York, NY 10030	\$75,000	1.76%
YELLOWTAIL, LLC	2351 7 th Ave, Apt #PH6, New York, NY 10030	\$250,000	5.88%
IGNITE HOLDINGS, LLC	2921 Piedmont Rd Ne Atlanta GA 30305	\$115,000	1.15%
IGNITE HOLDINGS, LLC	2921 Piedmont Rd Ne Atlanta GA 30305	\$50,000	0.50%
8 STEWART PLACE, LLC	1655 Undercliff Avenue, Apt 18F Bronx, NY, NY 10453	\$55,000	0.55%
IRA FINANCIAL TRUST COMPANY CFBO GERALD S SMYER	5024 S Bur Oak Pl Ste 200 Sioux Falls SD 57108	\$100,000	1.00%
BRAYAN MARTINEZ	3304 Emmons Ave North Las Vegas, NV 89030	\$50,000	0.50%

CHARLES ALGER AND NICOLETTE ALGER	1557 N. McKenzie Way Saratoga Springs, Utah 84045	\$50,000	0.50%
HSU LIVING TRUST	2356 Apple Ridge Circle Manasquan, NJ 08736	\$50,000	0.50%
DIRECT TRUST COMPANY FBO KRISTOPHER GEORGEN IRA	73 Louise View Dr. Bellingham, WA 98229	\$50,000	0.50%
Wendy K Spencer Separate Property Trust under Declaration of Trust dated March 14, 2022	4402 Catlin Circle Unit B Carpinteria, CA 93013	\$100,000	1.00%
PRASAD-SRIVATSA FAMILY TRUST	1907 Kentucky Street Redwood City, CA 94061	\$100,000	1.00%
THE STONEFORD FAMILY TRUST DATED JULY 16 th 2021	2745 Glendessary Lane Santa Barbara, CA 93105	\$100,000	1.00%
KAREN STONE	6169 Park Lane South, Unit 25, Park City UT 84098	\$150,000	1.5%
KSM16 MARKETING	189 E 580 N Vineyard, UT 84059	\$45,000	0.45%

CBA INDUSTRIES, LLC	731 N 550 W Maplewood, UT 84664	\$25,000	0.25%
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EXHIBIT B

PROPERTY DESCRIPTION



PARCEL 1:

NOTE: THE COUNTY RECORDS AND/OR THE CITY ENGINEER'S OFFICE SHOW THE ADDRESS TO BE: +/- 8.04 2 EMMETT ROAD, CALDWELL, ID 83607

A PART OF GOVERNMENT LOT 1 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO DESCRIBED AS FOLLOWS: COMMENCING AT A

FOUND BRASS CAP MARKING THE EAST QUARTER CORNER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO AND RUNNING THENCE N01°53'41"E 1322.24 FEET ALONG THE EAST LINE OF SAID SECTION TO A FOUND 5/8" REBAR WITH CAP LABELED "PLS 14216" MARKING THE NORTH 1/16 CORNER OF SAID SECTION (SAID POINT BEING THE POINT OF BEGINNING); THENCE S89°34'45"W 244.40 FEET ALONG THE CENTERLINE OF AN EXISTING IRRIGATION DITCH TO A POINT OF CURVE; THENCE SOUTHWESTERLY 36.98 FEET ALONG SAID CURVE TO THE LEFT (CURVE DATA: RADIUS= 39.25', DELTA= 53°59'21", CHORD BEARING AND DISTANCE= S62°35'04"W 35.63 FEET) ALONG SAID CENTERLINE; THENCE S35°35'24"W 80.62 FEET ALONG SAID CENTERLINE TO A SET 5/8" REBAR WITH ORANGE PLASTIC CAP LABELED "PLS 12220" MARKING A POINT ON THE CENTERLINE OF AN EXISTING IRRIGATION DITCH; THENCE N01°53'38"E 1227.22 FEET TO A SET 5/8" REBAR WITH ORANGE PLASTIC CAP LABELED "PLS 12220"; THENCE N89°55'38"E 70.44 FEET TO A FOUND 5/8" REBAR WITH CAP LABELED "PLS 8960"; THENCE N01°55'22"W 15.00 FEET TO A FOUND 1/2" REBAR WITH CAP LABELED "PLS 4477"; THENCE N89°54'40"E 200.80 FEET TO A FOUND 5/8" REBAR WITH CAP LABELED "PLS 14216"; THENCE S03°10'13"E 249.17 FEET TO A FOUND 5/8" REBAR WITH NO CAP; THENCE S86°56'23"E 2.96 FEET TO A FOUND 5/8" REBAR WITH CAP LABELED "PLS 14216"; THENCE S01°54'14"W 504.06 FEET; THENCE S89°51'58"E 25.07 FEET TO A SET 5/8" REBAR WITH ORANGE PLASTIC CAP LABELED "PLS 12220" MARKING A POINT ON THE EAST LINE OF SAID SECTION; THENCE S01°53'38"W 405.61 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING. ALSO SHOWN AS PARCEL 1 ON RECORD OF SURVEY RECORDED JUNE 3, 2020, AS INSTRUMENT NO. 2020- 029598, RECORDS OF CANYON COUNTY, IDAHO.

SUBJECT TO:

A 28-FOOT INGRESS-EGRESS ACCESS EASEMENT THAT IS 14-FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE THAT IS LOCATED IN GOVERNMENT LOT 1, SECTION 2, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO:

COMMENCING AT A FOUND BRASS CAP MARKING THE EAST QUARTER CORNER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO AND RUNNING THENCE N01°53'41"E 1322.24 FEET ALONG THE EAST LINE OF SAID SECTION TO A FOUND 5/8" REBAR WITH CAP LABELED "PLS 14216" MARKING THE NORTH 1/16 CORNER OF SAID SECTION; THENCE N01°53'38"E 405.61 FEET ALONG THE EAST LINE OF SAID SECTION TO A SET 5/8" REBAR WITH ORANGE PLASTIC CAP LABELED "PLS 12220"; THENCE N89°51'58"W 25.07 FEET; THENCE N01°54'14"E 118.42 FEET TO THE POINT OF BEGINNING; THENCE S89°30'46"W 15.89 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY 60.63 FEET ALONG SAID CURVE TO THE LEFT (CURVE DATA: RADIUS= 60.00', DELTA= 57°53'38", CHORD BEARING AND DISTANCE= S60°33'52"W 58.08 FEET); THENCE S31°36'57"W 73.51 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY 101.71 FEET ALONG SAID CURVE TO THE RIGHT (CURVE DATA: RADIUS= 100.00', DELTA= 58°16'27", CHORD BEARING AND DISTANCE= S60°45'14"W 97.38 FEET); THENCE S89°53'31"W 294.79 FEET; THENCE S88°17'20"W 87.24 FEET; THENCE N88°00'47"W 354.31 FEET TO THE POINT OF TERMINUS.

PARCEL 2

NOTE: THE COUNTY RECORDS AND/OR THE CITY ENGINEER'S OFFICE SHOW THE ADDRESS TO BE: +/- 37.67 ACRES, TBD EMMETT ROAD, CALDWELL, ID 83607

PARCEL A:

A PART OF GOVERNMENT LOT 1 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 3

WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND BRASS CAP MARKING THE EAST QUARTER CORNER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO AND RUNNING THENCE N01°53'41"E 1322.24 FEET ALONG THE EAST LINE OF SAID SECTION TO A FOUND 5/8" REBAR WITH CAP LABELED "PLS 14216" MARKING THE NORTH 1/16 CORNER OF SAID SECTION; THENCE S89°34'45"W 244.40 FEET ALONG THE CENTERLINE OF AN EXISTING IRRIGATION DITCH TO A POINT OF CURVE; THENCE SOUTHWESTERLY 36.98 FEET ALONG SAID CURVE TO THE LEFT (CURVE DATA: RADIUS= 39.25', DELTA= 53°59'21", CHORD BEARING AND DISTANCE= S62°35'04"W 35.63 FEET) ALONG SAID CENTERLINE; THENCE S35°35'24"W 80.62 FEET ALONG SAID CENTERLINE TO A SET 5/8" REBAR WITH ORANGE PLASTIC CAP LABELED "PLS 12220" MARKING A POINT ON THE CENTERLINE OF AN EXISTING IRRIGATION DITCH (SAID POINT BEING THE POINT OF BEGINNING); THENCE S35°35'24"W 326.53 FEET ALONG SAID CENTERLINE TO A SET 5/8" REBAR WITH ORANGE PLASTIC CAP LABELED "PLS 12220"; THENCE S58°11'22"W 988.78 FEET ALONG SAID CENTERLINE TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE N01°34'17"E

861.05 FEET ALONG THE SAID WEST LINE TO A FOUND BRASS CAP MARKING THE SOUTHWEST CORNER OF GOVERNMENT LOT 1 OF SAID SECTION; THENCE N01°53'01"E 1151.90 FEET ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1 TO A FOUND 5/8" REBAR WITH CAP LABELED "PLS 8960"; THENCE N89°55'38"E 1009.38 FEET TO A SET 5/8" REBAR WITH ORANGE PLASTIC CAP LABELED "PLS 12220"; THENCE S01°53'38"W 1227.22 FEET TO THE POINT OF BEGINNING.

EXCLUDING THE FOLLOWING PARCEL:

A PART OF GOVERNMENT LOT 1 IN SECTION 2, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP MARKING THE EAST QUARTER CORNER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO AND RUNNING THENCE N01°53'41"E 1322.24 FEET ALONG THE EAST LINE OF SAID SECTION TO A FOUND 5/8" REBAR WITH CAP LABELED "PLS 14216" MARKING THE NORTH 1/16 CORNER OF SAID SECTION; THENCE N01°53'38"E 348.37 FEET ALONG THE EAST LINE OF SAID SECTION; THENCE N88°06'06"W 594.32 FEET TO A FOUND 5/8" REBAR WITH CAP LABELED "PLS 15352" (SAID POINT BEING THE POINT OF BEGINNING); THENCE S04°06'01"W 193.48 FEET TO A FOUND 5/8" REBAR WITH CAP LABELED "PLS 15352"; THENCE S68°21'56"W 133.79 FEET TO A FOUND 5/8" REBAR WITH CAP LABELED "PLS 15352"; THENCE N40°00'14"W 332.26 FEET TO A SET 5/8" REBAR WITH ORANGE PLASTIC CAP LABELED "PLS 12220"; THENCE

S88°00'47"E 352.00 FEET TO THE POINT OF BEGINNING. ALSO SHOWN AS PARCEL 2 ON RECORD OF SURVEY RECORDED JUNE 3, 2020, AS INSTRUMENT NO. 2020-029598, RECORDS OF CANYON COUNTY, IDAHO.

SUBJECT TO AND TOGETHER WITH:

A 28-FOOT INGRESS-EGRESS ACCESS EASEMENT THAT IS 14-FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE THAT IS LOCATED IN GOVERNMENT LOT 1, SECTION 2, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO:

COMMENCING AT A FOUND BRASS CAP MARKING THE EAST QUARTER CORNER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO AND RUNNING THENCE N01°53'41"E 1332.24 FEET ALONG THE EAST LINE OF SAID SECTION TO A FOUND 5/8" REBAR WITH CAP

LABELED "PLS 14216" MARKING THE NORTH 1/16 CORNER OF SAID SECTION; THENCE N01°53'38"E 405.61 FEET ALONG THE EAST LINE OF SAID SECTION TO A SET 5/8" REBAR WITH ORANGE PLASTIC CAP LABELED "PLS 12220"; THENCE N89°51'58"W 25.07 FEET; THENCE N01°54'14"E 118.42 FEET TO THE POINT OF BEGINNING; THENCE

S89°30'46"W 15.89 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY 60.63 FEET ALONG SAID CURVE TO THE LEFT (CURVE DATA: RADIUS= 60.00', DELTA= 57°53'38", CHORD BEARING AND DISTANCE= S60°33'52"W 58.08 FEET); THENCE

S31°36'57"W 73.51 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY 101.71 FEET ALONG SAID CURVE TO THE RIGHT (CURVE DATA: RADIUS= 100.00', DELTA= 58°16'27", CHORD BEARING AND DISTANCE= S60°45'14"W 97.38 FEET); THENCE

S89°53'31"W 294.79 FEET; THENCE S88°17'20"W 87.24 FEET; THENCE

N88°00'47"W 354.31 FEET TO THE POINT OF TERMINUS.

EXHIBIT C

PROPERTY MANAGEMENT AGREEMENT

THIS AGREEMENT (the "Agreement"), is made as of this 28 day of AUG 2023, J & A Johnson, LLC, Y Street Capital Incorporated, Brian Higbee, Yellowtail Properties LLC, Ignite Holdings, LLC, 8 Stewart Place, LLC, IRA Financial Trust Company CFBO Gerald S Smyser, Brayan Martinez, Charles and Nicolette Alger, HSU Living Trust, Directed Trust Company FBO Kristopher Georgen IRA, Wendy K Spencer Separate Property Trust under Declaration of Trust dated March 14, 2022, Prasad-Srivatsa Family Trust, Stoneford Family Trust dated July 16th 2021, Karen Stone, KSM16 Marketing, and CBA Industries, LLC (each a "Tenant" or collectively as the "Tenants") and Infinite Real Estate, Inc., a Utah limited liability company (the "Manager")

ENGAGEMENT OF MANAGER

- 1.1. Engagement Generally. The Tenants hereby employ the Manager as an independent contractor exclusively to manage the land and buildings located at (the "Premises") for a period of one year except that such term may be earlier terminated as set forth herein in Section 8.
- 1.2. Duties of the Manager Generally. The Manager agrees to manage the Premises to the extent, for the period, and upon the terms herein provided.

2. RECEIPTS AND PAYMENTS OF FUNDS

- 2.1. Accounts Receivable.
 - 2.1.1. Rent Collections. The Manager shall collect and, as necessary, provide receipt for all monthly or other rents due to the Tenants for the operation of the Premises.
 - 2.1.2. Bank Accounts. All monies collected by the Manager shall be forthwith deposited by Manager in a bank account or accounts established by the Tenants in the Tenants' name or in the name of the Manager, as agreed by them, for such purpose, having such signatories, and in a bank approved by the Tenants. The Manager shall be responsible for the collection, disbursement, handling and holding of the monies collected to the extent that a normal, reasonable and prudent businessman would be responsible for such collection, disbursement, handling and holding of monies.
 - 2.1.3. Certain Collection Practices. Manager shall: (i) Coordinate and implement an aggressive and consistent collections program, and generate late notices to send out to delinquent owners; and (ii) furnish to the Tenants a quarterly management report and update on all delinquent accounts.
 - 2.1.4. Accounts Receivable Records. The Manager shall maintain records showing all its receipts and expenditures relating to the Premises and shall promptly submit to the Tenants a cash receipts and disbursements statement for the preceding month and a statement indicating the balance or deficit in the Manager's account for the Premises.
 - 2.1.5. Reconciliation of Tenants' Bank Accounts. The Manager shall reconcile all of the Tenants' bank accounts and provide a report thereon to the Tenants. The Manager shall reconcile all rents sent to the Manager and deposit the same for the benefit of the Tenants.
 - 2.1.6. Handling of Funds. The Manager agrees that all its employees who handle or are responsible for

the safekeeping of any monies of the Tenants shall be covered by a fidelity bond.

2.1.7. Distribution of Net Revenues. In all events, the Manager shall disburse to the Tenants their respective shares of net revenues based upon 35.98% ownership of J & A Johnson, LLC, 25.98% ownership of Y Street Capital Incorporated, 20.00% ownership of Brian Higbee, 7.64% ownership of Yellowtail Properties LLC, 1.65% ownership of Ignite Holdings, LLC, 0.55% ownership of 8 Stewart Place, LLC, 1.00% ownership of IRA Financial Trust Company CFBO Gerald Smyser, 0.50% ownership of Brayan Martinez, 0.50% ownership of Charles Alger and Nicolette Alger, 0.50% ownership of HSU Living Trust, 0.50% ownership of Direct Trust Company FBO Kristopher Georgen IRA, 1.00% ownership of Wendy K Spencer Separate Property Trust under Declaration of Trust dated March 14, 2022, 1.00% ownership of Prasad-Srivatsa Family Trust, 1.00% ownership of The Stoneford Family Trust dated July 16th 2021, 1.5% ownership of Karen Stone, 0.45% ownership of KSM16 Marketing and 0.25% ownership of CBA Industries. within three (3) months from the date of receipt of those revenues. The Manager shall be prohibited from making distributions other than as set forth in this section without the prior written authorization of each of the Tenants, more specifically, the Manager may not pay a Tenant more or less than their percent share identified in this Agreement without prior written authorization. In the event of a dispute between the Tenants regarding distribution amounts, the Manager shall be entitled to

2.2. Accounts Payable. To the extent that monies are available from the operation of the Property, the Manager shall have prepared, and shall present to the Tenants for their approval and for execution by the signatories to the Tenants' bank account(s), checks for the Tenants' ordinary expenses for: (i) management, operation, maintenance and servicing of the Premises or as otherwise identified by the Tenants, including without limitation, the timely payment of all sums required to be paid thereunder, all to the end that the Tenants' interest in the Premises shall be preserved and no default chargeable to the Tenants shall occur; (ii) real estate taxes, assessments, other governmental charges, water, electricity, gas, telephone, insurance and such other services for the common elements of the Premises and insurance premiums payable in respect of the Premises or any part thereof, such to be done promptly, but in any case prior to the time that any insurance policy would lapse due to nonpayment of the premium and prior to the time any penalties or interest would accrue upon any real estate taxes or assessments (except such interest as may accrue on an assessment payable on an installment basis which the Tenants have elected to pay on an installment basis); and (iii) repairs and maintenance on the buildings, appurtenances and grounds of the Premises as required to be made by the Tenants and in accordance with standards acceptable to the Tenants. Manager shall also have prepared, and shall present to the Tenants, summaries of all such amounts payments in such detail as may be reasonably requested by the Tenants.

2.3. Taxes, Insurance and Other Charges. To the extent monies are available from the Premises, the Manager shall duly and punctually pay on behalf of the Tenants all real estate taxes, assessments, other governmental charges, water, electricity, gas, telephone, insurance and such other services for the common elements of the Premises and insurance premiums payable in respect of the Premises or any part thereof, such to be done promptly, but in any case prior to the time that any insurance policy would lapse due to nonpayment of the premium and prior to the time any penalties or interest would accrue upon any real estate taxes or assessments (except such interest as may accrue on an assessment payable on an installment basis which the Tenants has elected to pay on an installment basis).

2.4. Repairs and Maintenance. To the extent that monies are available from operation of the Premises, Manager shall pay for all repairs and perform all maintenance on the buildings, appurtenances and grounds of the Premises as required to be made by the Tenants and in accordance with standards acceptable to the Tenants. In

discharging its responsibilities under this Agreement, expenses paid shall not exceed the sum of One Thousand (\$1,000.00) Dollars unless specifically authorized in writing in advance by the Tenants. Notwithstanding the limitations imposed by the preceding sentence, the Manager may, on behalf of the Tenants without prior consent, expend any amount, or incur a contractual obligation in any amount, required to deal with emergency conditions which may involve a danger to life or property or may threaten the safety of the Premises or owners or occupants or may threaten the suspension of any necessary service to the Premises.

2.5. Equipment and Supplies. To the extent monies are available from the Premises, the Manager shall make payment upon all arrangements for the furnishing to the Premises of utility, maintenance and other services and for the acquisition of supplies as necessary for the management, operation, maintenance and servicing of the Premises as required of the Tenants under the contracts; provided, however, the non-budgeted purchase of supplies in excess of Five hundred (\$500.00) Dollars shall not be made without the written consent of the Tenants.

3. INSURANCE

3.1. Procuring and Maintaining Insurance. The Manager shall cause to be placed and kept in force all forms of insurance required by law or by the lender of the Tenants with respect to the Property (the "Lender"), including but not limited to public liability insurance, fire and extended coverage insurance, burglary and theft insurance, and boiler insurance. All insurance coverage shall be placed with such companies, in such amounts, and with such beneficial interest appearing therein as shall be acceptable to the Tenants and otherwise be in conformity with the requirements of the contracts of the Tenants or any mortgage covering the Premises, and, anything herein to the contrary notwithstanding, it is understood and agreed that the Manager shall have no responsibility, obligation or liability for determining the amount or type of insurance which is required with respect to the Premises. Should the Tenants elect to place such insurance coverage directly, the Tenants shall provide the Manager with a duplicate copy of the original policy, and the Manager shall thereafter keep such insurance in force. The Tenants shall name Manager as an additional insured on all the Tenants insurance policy or policies carried by Tenants.

3.2. Accidents and Casualties. The Manager shall promptly investigate and make a full timely written report to the applicable insurance company, with a copy to the Tenants, as to all accidents, claims or damage relating to the ownership, operation and maintenance of the Premises, any damage or destruction to the Premises and the estimated cost of repair thereof, and shall prepare any and all reports required by any insurance company in connection therewith. All such response shall be filed timely with the insurance company as required under the terms of the insurance policy involved. The Manager shall have no right to settle, compromise or otherwise dispose of any claims, damages or liabilities, whether or not covered by insurance, without the prior written consent of the Tenants.

4. CERTAIN OTHER SERVICES

4.1. Other Services Generally. Manager shall perform all other services necessary to comply with the provisions of this Agreement or as may be agreed to be provided by Manager. If the Manager provides any services to the Tenants which are not provided for in this Agreement and for which a separate charge is made, then such separate charge shall be billed to the Tenants, provided, that Manager shall receive written authorization from the Tenants prior to providing such special services and provided, further, that any special fees payable by Tenants for such special services shall be subject to the mutual written agreement of Tenants and Manager.

4.2. Execution of Contracts. Subject to the provisions contained in this Agreement, the Manager shall execute all contracts, agreements, and other documents and may undertake action necessary in the performance of its obligations for the maintenance of the Premises as an agent of the Tenants. The Manager shall not execute and enter into or bind the Tenants with respect to any contract or agreement having a term in excess of one year,

unless said contract or agreement contains a thirty (30) day cancellation provision, without the prior written consent of the Tenants, including but not limited to contracts and agreements on behalf of the Tenants for the management, operation, maintenance and servicing of the Premises and the acquisition of utility, maintenance or other services or the furnishing of services to the Premises and in the case of casualty, breakdown in machinery or other similar emergency, if in the reasonable opinion of the Manager emergency action prior to written approval is necessary to prevent additional damage or loss of life or personal injury or a greater total expenditure or to protect the Premises from damage or prevent a default on the part of the Tenants, in which event such action shall be taken only in concert with prompt notification by the Manager to the Tenants.

4.3. Year-end Accounting. The Manager shall prepare for review by the Tenants an estimated year-end financial report. Each expense account projections should be substantiated from the Premises' history and operating costs, as well as research to ascertain potential increases. Reserve Fund requirements should also be included in the proposed budget. Within thirty (30) days of receipt of the above statement, the Tenants shall either approve the same or provide the Manager with written notice setting forth those items which are unacceptable to Tenants or advising Manager as to what additional information is required.

4.4. Tax Filings. The Manager shall have no responsibility for the preparation or submission of any federal, state or local tax report and return on behalf of the Tenants. Provided, however, Manager shall cooperate and provide information as reasonably requested by the Tenants' accountants and tax advisors. Manager shall file any required 1099s with respect to the operation of the Premises at a charge to the Tenants.

4.5. Record Keeping. Manager shall maintain financial records of the Tenants in an orderly manner and in accordance with generally accepted accounting principles. A complete set of all financial records shall be kept in the Manager's office and be available for inspection during normal business hours, by appointment. Financial records shall not be removed from the Tenants' office or storage unless approved in writing by the Tenants. Manager shall maintain all records of the Tenants and maintain an individual file for each Tenant. All records should be kept in an orderly manner and filed in order. Everyday copies and postage are included in the management fee. However, out of pocket costs for mass mailings or mailings associated with special or annual meetings of the Tenants will be billed to the Tenants.

4.6. Financial Statements. Manager shall provide complete financial statements to the Tenants on a quarterly basis.

4.7. Correspondence. Manager will handle all general correspondence to the residents, vendors, governmental officials, and any other related entity on behalf of and only from the direction of the Tenants.

4.8. Violations of Premises Documents. Manager is responsible for reviewing and being knowledgeable concerning the leases and the Rules and Regulations of the Property. Manager shall respond to violations of the leases and any Rules and Regulations in a prompt manner.

4.9. Complaints. Manager shall handle tenant complaints that deal with safety and other issues. Complaints for which a clear-cut policy has not been established will be handled on a case-by-case basis. Manager shall make recommendations for establishing policies and keeping the Tenants apprised of all complaints as well as actions taken to resolve specific problems. Manager shall communicate, enforce, and assist the Tenants in any amendments (as necessary) to the Rules and Regulations under the direction of the Tenants. Manager shall assemble information for, and correspond with, and otherwise cooperate with the Tenants' attorneys as may be appropriate. Manager shall work with the Tenants' legal counsel to settle any legal items arising from or impeding the operation of the Tenants.

5. MAINTENANCE

5.1. Accidents. Manager shall investigate and report all accidents or claims for damage relating to the ownership, operation, and maintenance of the Tenants to the applicable insurance carrier and should supervise the preparation and submission of all claims and should ensure that payment therefore is received by the Tenants.

5.2. Inspections. Manager shall (i) perform routine inspections of the property; (ii) review contracted services being performed to ensure compliance with previous directives or contract requirements; (iii) on a routine basis, inspect the work of all contractors to ensure the specifications are being fulfilled (iv) review, coordinate, and schedule all maintenance and related responsibilities; and (v) develop bid specifications for the variety of services and applications required at the Tenants, and, for highly technical projects requiring the expertise of an architect or engineer, Manager shall work with the appropriate individuals to produce specifications consistent with industry standards as directed by the Tenants.

5.3. Compliance with Law. The Tenants and the Manager shall fully comply with all statutes, ordinances, rules and regulations governing the Premises and the business conducted therein, provided, that at Manager's election, following reasonable written notice to and instructions from the Tenants (except in cases of emergency) the Manager may take such action as may be necessary to comply with any and all statutes, rules, regulations, ordinances, orders or requirements affecting the Premises promulgated by a federal, state, county or municipal authority having jurisdiction there over, and all applicable orders of the Board of Fire Underwriters or other similar bodies. Notwithstanding any voluntary action taken by Manager on behalf of Tenants, the Manager shall be released from any responsibility in connection with any statute, ordinance, rule or regulation pertaining to the Premises or the business conducted thereof and Tenants assumes full and complete responsibility for compliance therewith and for the payment of any and all penalties, taxes, impositions and fines resulting from its failure to comply with such statute, ordinances, rules and regulations, except in regard to the Manager's negligence or willful misconduct.

5.4. Work for Lessee. Notwithstanding any other provision of this Agreement, the Manager is given no authority or responsibility for maintenance of or repairs to be performed by any lessee at the Property. Such maintenance and repairs shall be the sole responsibility of the lessee individually. Each individual lessee may contract with the Manager on an individual basis for the provision of certain maintenance and other related services which will be paid for in accordance with the agreement between the Manager and the individual lessee. Manager agrees to immediately disclose the existence of such agreements to the Tenants.

5.5. Bid Process. The Manager shall solicit bids according to competitive bidding procedures with written specifications and submit recommendations to the Tenants containing an evaluation of the bid and its adherence to the specifications, information on past experience, and such other information as may be deemed helpful to the Tenants. The Manager shall present all bids to the Tenants for review and for all major contracts, include with the bids, a matrix highlighting the key areas, to assist the Tenants in its decision making process. Only the Tenants may award any contract that is binding upon the Tenants in any way. The Manager shall direct the supervision and the inspection of the contractor's work. The results of these inspections will be included in the property reports presented to the Tenants.

5.6. Insurance. Manager shall, prior to the commencement of work on the Property, request a current original certificate of insurance and copies of bonds from any outside independent contractor performing any work in the Property, and maintain records of manufacturers' warranties.

5.7. Liaison. Manager shall serve as the liaison between the Tenants and any contractor.

5.8. 24 Hour Service. In the event of an emergency, Manager shall contact the persons designated by the Tenants for such purpose.

5.9. Response. Manager shall respond to the site of the Property within two hours, except it shall respond immediately in cases of emergencies, of being notified of damage to the Tenants' property or a threat of same to mitigate further damage from occurring and to assist with the insurance claim process.

5.10. Requests for Repairs. Manager shall handle requests for repairs. Common area repair requests should be generated and/or received, recorded, scheduled, and followed up, noting requested repair, date, and where the work is requested to be performed. Manager shall obtain or develop estimates for the cost of completing the repair. If, in the judgment of the Manager, the repairs required cannot be delayed until the next meeting then Manager will call the Tenants' representative to receive approval for the expenditure of funds before commencing work, unless in the opinion of the Manager, the repair is of an emergency nature.

5.11. Preventive Maintenance. The Manager shall schedule preventive maintenance, upon authorization of the Tenants and in accordance with a predetermined written schedule proposed by Manager and approved by the Tenants.

5.12. Emergencies. The Manager on behalf of the Tenants, with the verbal consent of the Tenants, may expend any amount or incur a contractual obligation in any amount required to deal with emergency conditions which may involve a danger to life or property, or may threaten the safety of the Tenants or the owners and occupants or may threaten the suspension of any necessary service to the Tenants. In the event of an emergency, the Manager shall provide the Tenants with timely notice of the emergency, the nature of the emergency, the actions taken, the estimated cost to date and any further actions which may need to be taken, together with the estimated cost for same, within a reasonable period of time.

6. INDEMNIFICATION

6.1. By the Tenants. The Tenants shall indemnify, defend and save the Manager harmless from all suits, liability and damage (including, without limitation, reasonable attorneys' fees) which result, directly or indirectly from the willful acts or negligence of the Tenants or failure of the Tenants to perform any obligations under this agreement. The Manager shall be named an additional insured on the Tenants' general liability insurance policies, which policies shall be maintained in full force and effect during the entire term of this management agreement and in such amounts as the Tenants and Manager may agree.

6.2. By the Manager. The Manager shall indemnify, defend and save the Tenants and each of their members and officers thereof harmless from all suits, liability and damage (including, without limitation, reasonable attorneys' fees) which result, directly or indirectly from the willful acts or negligence of Manager or failure of Manager to perform any obligations under this agreement. The Manager agrees to provide a certificate of insurance indicating the limits of available insurance coverage which shall be maintained in full force and effect for the duration of the term of this agreement.

7. COMPENSATION

7.1. The Tenants shall pay to the Manager the following fees in full satisfaction of the services to be rendered pursuant to this Agreement:

7.1.1. Two and one-half percent (2.5%) of collected rents.

7.1.2. Services which are requested from Manager in addition to those listed in this Agreement shall,

subject to the other provisions of this Agreement, be compensated at the additional fee(s) to be mutually agreed upon by Manager and the Tenants in writing except as set forth below.

7.1.3. Usual and customary out of pocket cost for copies, express mail, and certified mail shall be paid by the Manager from the fees received pursuant to Section 7.1.1 hereof.

8. RENEWAL AND TERMINATION

8.1. Renewal. Parties agree to discuss the renewal of this contract within 60 (sixty) days prior to the expiration hereof.

8.2. Termination of Agreement. This Agreement may be terminated without cause upon at least 90 days' written notice by one party to the other. This Agreement may be terminated for cause pursuant to the provision below, provided, however, that if the cause is the misapplication of funds or other acts of dishonesty, termination shall be immediate, with no right to cure. If the Tenants determine that the Manager is acting in such a manner so as to fail to comply with this agreement or violate any of the requirements of any constitutional provision, statute, ordinance, law or regulations of any governmental body or an order or ruling of any public authority or official thereof having or claiming to have jurisdiction thereof, and in such instances, termination hereof is effective upon receipt of written notice.

8.3. Duties upon Termination. Upon any termination of this Agreement, the Manager shall immediately:

8.3.1. Deliver Records. Deliver to the Tenants, or such other person or persons designated by the Tenants, originals of all books, records and other documents of the Premises (in paper and electronic form) and all funds in the possession of the Manager belonging to the Tenants received by the Manager pursuant to the terms of this Agreement.

8.3.2. Assignment. Assign, transfer or convey to such person or persons all service contracts and personal property relating to or used in the operation and maintenance of the Premises, except any personal property which was paid for and is owned by the Manager. The Manager shall, at its cost and expense, remove all signs that it may have placed at the Premises indicating that it is the Manager of same and replace and restore any damage restating therefrom.

8.3.3. Termination of Obligations; Right to Compensation. Upon any termination pursuant to this Section 8, the obligations of the parties hereto shall cease as of the date specified in the notice of termination except as to those obligations that by their terms are to be performed after the termination. The Manager shall be entitled to receive any and all compensation which may be due the Manager hereunder at the time of such termination or expiration, however, in any event Manager shall turnover and assign to the Tenants all property to which the Tenants are entitled irrespective of any claims for compensation. Such compensation shall include any management fee. Further, the Manager shall pay the Tenants any and all Net Revenues accrued as of the date of the Termination without set off, reduction, or withholding.

8.3.4. Final Accounting. The Manager shall, within thirty (30) days of the date of expiration or termination of this Agreement, deliver to the Tenants an accounting reflecting: (i) the balance of income and expenses of and from the Premises to the date of termination or expiration of the Agreement; (ii) any balance of monies of the Tenants then held by the Manager and turned over to the Tenants, and (iii) all leases, receipt for deposits, insurance policies, unpaid bills, correspondence and other documents which are the property of Tenants in the possession of the Manager, if any.

8.4. Ownership of Property. The Manager understands and agrees that all documents and property relating to the Premises including but not limited to funds, invoices, bank statements, reports, leases, receipt for deposits, insurance policies, unpaid bills, correspondence and other documents are the property of Tenants in the possession of the Manager, are the sole and exclusive property of the Tenants, which shall be turned over to the Tenants upon termination of this Agreement or the earlier demand of the Tenants.

9. MISCELLANEOUS

9.1. Notices. Unless specifically stated otherwise in this Agreement, all notices, waivers, and demands required or permitted hereunder shall be in writing and delivered to the addresses set forth in the Preamble, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; (c) registered United States mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; or (d) electronic transmission (facsimile or email) provided that the transmission is completed no later than 4:00 p.m. E.T. on a business day and the original also is sent via overnight courier or United States Mail, whereby delivery is deemed to have occurred at the end of the business day on which electronic transmission is completed.

Any party may change its address for purposes of this Section 9.1 by giving written notice as provided in this Section 9.1. All notices and demands delivered by a party's attorney on a party's behalf shall be deemed to have been delivered by said party. Notices shall be valid only if served in the manner provided in this Section 9.1.

9.2. Attorney's Fees. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, whether such costs are incurred before trial, during trial or upon appeal.

9.3. Saving Clause. If any term or provision of this Agreement including exhibits hereto, is held or deemed to be invalid or unenforceable, in whole or in part by a court of competent jurisdiction, this Agreement shall be in effective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provision of this Agreement.

9.4. Caption Headings. The captions of this Agreement for convenience and reference and in no way define, describe, extend or limit the scope or intent of this Agreement or any provision thereof, provided however that the recitals are incorporated into this Agreement in their entirety.

9.5. Construction of Ambiguity. In the event of any ambiguity in any of the terms or conditions of this Agreement, such ambiguity shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

9.6. Time of the Essence. Time is of the essence with respect to this Agreement.

9.7. Governing Law. The interpretation of this Agreement, and the rights and obligations of the parties hereunder, shall be exclusively governed by the law of the State of Idaho without regard to its conflicts of laws provisions.

9.8. Venue. Any cause of action regarding the rights and obligations of the parties hereunder shall be exclusively brought in Idaho at Ada County District Court.

9.9. Counterparts. This Agreement may be executed in two or more counterparts each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

9.10. No Third Party Beneficiaries. This Agreement shall be not be construed, deemed or interpreted, to confer on any person or business that is not a party hereto or any rights or remedies hereunder except as expressly provided herein.

9.11. Confidentiality. Manager covenants and agrees that: (a) all information provided to it by the Tenants in connection with the Premises or resulting from Manager's work with the Premises which is not already public information or which subsequently becomes public information through no fault or action of Manager will be held in confidence by it, its agents and employees except as required to perform its services hereunder; and (b) Manager will return all such information upon termination of this agreement.

9.12. Entire Agreement. This Agreement, except as otherwise provided herein, constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes any prior agreements or understanding whether written or; and may not be amended except in a writing executed by all parties.

9.13. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. Notwithstanding the preceding sentence the Manager shall not assign its interest under this agreement except in connection with the sale of all or substantially all the assets of its business. A sale of a majority or controlling interest in the Manager sale constitutes a sale. In the event of any such sale, Manager agrees to provide the Tenants sixty (60) days written notice prior to such a sale.

9.14. Waiver. Performance of any obligation required of a party hereunder may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific obligation described therein. The failure of a party hereunder at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce such provision.

9.15. Signatories. The signatories below warrant that they are duly authorized by their respective parties to execute this Agreement on behalf of the respective parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date written above.

TENANTS IN COMMON:

J & A Johnson, LLC

By: Signed in counterpart

Name:

Title:

Y Street Capital Inc.

By: [Signature]

Name: MATTHEW MAXSON

Title: MANAGER

9.9. Counterparts. This Agreement may be executed in two or more counterparts each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

9.10. No Third Party Beneficiaries. This Agreement shall be not be construed, deemed or interpreted, to confer on any person or business that is not a party hereto or any rights or remedies hereunder except as expressly provided herein.

9.11. Confidentiality. Manager covenants and agrees that: (a) all information provided to it by the Tenants in connection with the Premises or resulting from Manager's work with the Premises which is not already public information or which subsequently becomes public information through no fault or action of Manager will be held in confidence by it, its agents and employees except as required to perform its services hereunder; and (b) Manager will return all such information upon termination of this agreement.

9.12. Entire Agreement. This Agreement, except as otherwise provided herein, constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes any prior agreements or understanding whether written or; and may not be amended except in a writing executed by all parties.

9.13. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. Notwithstanding the preceding sentence the Manager shall not assign its interest under this agreement except in connection with the sale of all or substantially all the assets of its business. A sale of a majority or controlling interest in the Manager sale constitutes a sale. In the event of any such sale, Manager agrees to provide the Tenants sixty (60) days written notice prior to such a sale.

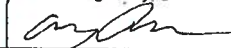
9.14. Waiver. Performance of any obligation required of a party hereunder may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific obligation described therein. The failure of a party hereunder at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce such provision.

9.15. Signatories. The signatories below warrant that they are duly authorized by their respective parties to execute this Agreement on behalf of the respective parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date written above.

TENANTS IN COMMON:

J & A Johnson, L.L.C.

By: 

Name: 24ED9226964E49F...

Title:

Y Street Capital, Inc.

By: 

973EAD31A833427...

Name:
Title:

~~Brian Higbee~~
DocuSigned by:

By: Brian Higbee

Name: CA3C3DB8C14C74E9

Title: Brian Higbee

Yellowtail Properties, LLC
DocuSigned by:

By: Christopher J. Balzaretta

Name: 92E24280E5CC4F2

Title: Christoper J. Balzaretta
Member

~~Ignite Holdings~~
DocuSigned by:

By: John Howard

Name: E1C7D692A804483

Title: John Howard
Member

8 Stewart Place, LLC
DocuSigned by:

By: [Signature]

Name: CC554E77DB284C8

Title: Monica Soyemi
Member

IRA Financial Trust Company
CFBO Gerald S Smyser

By: Signed in counterpart

Name:
Title:

Brian Higbee

By: Signed in counterpart

Name:

Title:

Yellowtail Properties, LLC

By: Signed in counterpart

Name:

Title:

Ignite Holdings, LLC

By: Signed in counterpart

Name:

Title:

8 Stewart Place, LLC

By: Signed in counterpart

Name:

Title:

IRA Financial Trust Company

CFBO Gerald S Smyser

By: Brenda Benning

Name: Brenda Benning

Title: Corp Alt Signer

Brayan Martinez

By: Signed in counterpart

Name:

Title:

Typeset 10/10/10

Brayan Martinez

By: Brayan Martinez
35765504AF034C5

Name: Brayan Martinez

Title:

Charles Alger and Nicolette Alger

By: Ch Alger Nicolette Alger
FD22B635905443A C4E673046811471

Name: Charles Alger & Nicolette Alger

Title:

Hsu Living Trust

By: [Signature]
230641BF4CF64B1

Name: Kevin Hsu

Title: Trustee

Direct Trust Company FBO

Kristopher Goergen IRA

By: Mario Gianfortune
F6E43C6502E4457

Name: Mario Gianfortune

Title: Authorized Signer

Wendy K Spencer Separate
Property Trust under Declaration of
Trust dated March 14, 2022

By: Wendy K. Spencer
1FD648A-9968417

Name: Wendy K. Spencer

Title: Trustee

Prasad-Srivatsa Family Trust

By: Akshaya Srivatsa Namrata Prasad
187F5A7204684C6 F68AC279CDD0421

Name: Akshaya Srivatsa & Namrata Prasad

Title: Trustees

Title:

The Stoneford Family Trust Dated
July 16th 2009

DocuSigned by:

By:



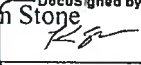
D774B2CDC317469...

Name: Daniel Stone

Title: Trustee

DocuSigned by:
Karen Stone

By:



6CD3C8A8428A4F4...

Name: Karen Stone

Title:

KSM Marketing
DocuSigned by:

By:



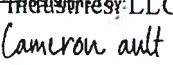
E940670B0F4D4CD...

Name: Kyle Moore

Title: Member

CBA Industries, LLC
DocuSigned by:

By:



FA984079EA36489...

Name: Cameron Ault

Title: Member

EXHIBIT D

MEMORANDUM OF TENANTS IN COMMON AGREEMENT

THIS MEMORANDUM OF TENANTS IN COMMON AGREEMENT (the "Memorandum") is dated as of the 8/28/2023 between J&A Johnson, LLC, with a mailing address of 24 E Main Street American Fork, UT 84003, Y Street Capital Incorporated with a mailing address of 4019 Carling Ave, Suite 201B, Ottawa, Ontario Canada K2K 2A3, Brian Higbee, with a mailing address of 1001 W Academy Drive, Spanish Fork, Utah 84660, Yellowtail Properties LLC, with a mailing address of 2351 7th Ave, Apt #PH6, New York, NY 10030, Ignite Holdings, LLC, with a mailing address of 2921 Piedmont Rd Ne Atlanta, GA 30305, Ignite Holdings, LLC, with a mailing address of 2921 Piedmont Rd Ne Atlanta, GA 30305, 8 Stewart Place, LLC, with a mailing address of 1655 Undercliff Avenue, Apt 18F Bronx, NY, NY 10453, IRA Financial Trust Company CFBO Gerald S Smyser, with a mailing address of 5024 S Bur Oak Pl Ste 200 Sioux Falls SD 57108, Brayan Martinez, with a mailing address of 3304 Emmons Ave North Las Vegas, Nevada 89030, Charles Alger and Nicolette Alger with a mailing address of 1557 N. McKenzie Way, Saratoga Springs, Utah 84045, HSU Living Trust with a mailing address of 2356 Apple Ridge Circle Manasquan, NJ 08736, Directed Trust Company FBO Kristopher Georgen IRA with a mailing address of 3033 N Central Ave. Ste 400 Phoenix AZ 85012, Wendy K Spencer Separate Property Trust under Declaration of Trust dated March 14, 2022 with a mailing address of 4402 Catlin Circle Unit B Carpinteria, CA 93013, Prasad-Srivatsa Family Trust with a mailing address of 1907 Kentucky Street Redwood City, CA 94061, The Stoneford Family Trust Dated July 16th 2021 with a mailing address of 2745 Glendessary Lane Santa Barbara, CA 93105, Karen Stone with a mailing address to 6169 Park Lane South, Unit 25, Park City UT 84098, KSM16 Marketing with a Mailing address of 189 E 580 N Vineyard, UT 84059, and CBA Industries, LLC with a mailing address to 731 N 550 W Mapleton, UT 84664 (together with any other persons or parties who acquire an interest and assume the rights and obligations hereunder by written instrument, each a "Tenant" or collectively the "Tenants").

RECITALS

WHEREAS, the Tenants have entered into the certain Tenants Agreement dated of even date hereof (the "TIC Agreement") pertaining to Parcel 1 and Parcel 2, more particularly described on Exhibit A attached hereto (the "Property");

WHEREAS, the Tenants have obtained a loan in the original principal amount of \$2,513,611.92 from Hopkins Financial Services (the "Lender") for the financing of the Property (the "Loan") and, in connection therewith, have entered into various documents evidencing and securing the Loan (the "Loan Documents"), including but not limited to a certain Mortgage, Security Agreement and Fixture Filing and a certain Collateral Assignment of Leases and Rents encumbering the Property (the "Security Instruments"); and

WHEREAS, This Memorandum is made and entered into solely for the purpose of providing notice of the TIC Agreement to all third parties.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Tenants hereby declare and agree:

1. The Tenants hereby created a tenancy-in-common in order to coordinate all actions taken with respect to the Property pursuant to the terms and provisions of the TIC Agreement. The TIC Agreement is hereby incorporated by this reference as if set forth herein in full.
2. The Tenants have subordinated and hereby expressly subordinate the TIC Agreement to the Loan Documents, including the liens established pursuant to the Security Instruments.
3. To the extent of any inconsistency between the terms of the TIC Agreement and this Memorandum, the terms of the TIC Agreement shall prevail and control.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

J&A Johnson, LLC

By: Amy Johnson

Name: Amy Johnson

Title: Manager

Y Street Capital Inc.

By: Signed in counterpart

Name:

Title:

Brian Higbee

By: Brian Higbee

Yellowtail Properties, LLC

By: Christopher J. Balzarette

Name: Christopher J. Balzarette

Title: Member

Ignite Holdings, LLC

By: John Howard

Name: John Howard

Title: Member

8 Stewart Place, LLC

By: Monica Soyemi

Name: Monica Soyemi

Title: Member

IRA Financial Trust Company CFBO Gerald S
Smyser

By: Signed in counterpart

Name:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

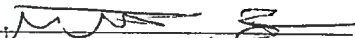
J&A Johnson, LLC

By: Signed in counterpart

Name:

Title:

Y Street Capital Inc.

By: 

Name: MATTHEW MAXSON

Title: MANAGER

Brian Higbee

By: Signed in counterpart

Name:

Title:

Yellowtail Properties, LLC

By: Signed in counterpart

Name:

Title:

Ignite Holdings, LLC

By: Signed in counterpart

Name:

Title:

8 Stewart Place, LLC

By: Signed in counterpart

Name:

Title:

IRA Financial Trust Company CFBO Gerald S
Smyser

By: Signed in counterpart

Name:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

J&A Johnson, LLC

By: Signed in counterpart

Name:

Title:

Y Street Capital Inc.

By: Signed in counterpart

Name:

Title:

Brian Higbee

By: Signed in counterpart

Name:

Title:

Yellowtail Properties, LLC

By: Signed in counterpart

Name:

Title:

Ignite Holdings, LLC

By: Signed in counterpart

Name:

Title:

8 Stewart Place, LLC

By: Signed in counterpart

Name:

Title:

IRA Financial Trust Company CFBO Gerald S
Smyser

By: Brenda Benning - Corp Alt Signer

Name: Brenda Benning

Title: Corp Alt. Signer

Title:

Brayan Martinez

By: Brayan Martinez

Charles and Nicolette Alger

By: Charles Alger

By: Nicolette Alger

HSU Living Trust

By: Kevin Hsu, Trustee

Name: Kevin Hsu

Title: Trustee

Direct Trust Company FBO Kristopher Georgen IRA

By: Signed in counterpart

Name:

Title:

Wendy K Spencer Separate Property Trust under
Declaration of Trust dated March 14, 2022

By: Wendy K. Spencer, Trustee

Name: Wendy K. Spencer

Title: Trustee

Prasad-Srivatsa Family Trust

By: Akshaya Srivatsa, Co-Trustee

Name: Akshaya Srivatsa

Title: Co-Trustee

By: Namrata Prasad, Co-Trustee

Name: Namrata Prasad

38 Title: Co-Trustee

Title:

Brayan Martinez

By: Signed in counterpart

Name:

Title:

Charles and Nicolette Alger

By: Signed in counterpart

Name:

Title:

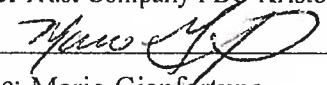
HISU Living Trust

By: Signed in counterpart

Name:

Title:

Direct Trust Company FBO Kristopher Georgen IRA

By: 

Name: Mario Gianfortune

Title: Authorized Signer

Wendy K Spencer Separate Property Trust under
Declaration of Trust dated March 14, 2022

By: Signed in counterpart

Name:

Title:

Prasad-Srivatsa Family Trust

By: Signed in counterpart

Name:

Title:

The Stoneford Family Trust Dated July 16th, 2021

By: *Daniel Stone, Trustee*

Name: Daniel Stone

Title: Trustee

Karen Stone

By: *Karen Stone*

KSM16 Marketing

By: *Kyle Moore*

Name: Kyle Moore

Title: Member

CBA Industries, LLC

By: *Cameron Ault*

Name: Cameron Ault

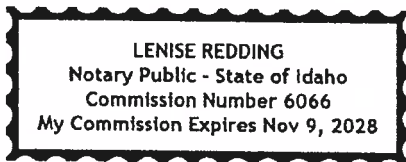
Title: Member

STATE OF Idaho

COUNTY OF Ada

This notarial act involved the use of communication technology.

The foregoing instrument was acknowledged before me this 22 day of August, 2023 by Amy Johnson, manager of J&A Johnson, LLC, on behalf of said company.



A handwritten signature in cursive script, appearing to read "Lenise Redding".

Notary Public: Lenise Redding

My commission expires: 11/9/2028

PROVINCE OF Ontario

CITY OF Ottawa

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by _____, manager of Y Street Capital Inc, on behalf of said company

Signed in counterpart

Notary Public:

My commission expires:

STATE OF Utah

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by Amy Johnson, manager of J&A Johnson, LLC, on behalf of said company.

Signed in counterpart

Notary Public:

My commission expires:

PROVINCE OF Ontario

CITY OF Ottawa

The foregoing instrument was acknowledged before me this 22 day of August, 2023 by Matthew Maxson, manager of Y Street Capital Inc, on behalf of said company.

Notary Public: STEVEN BRADLEY

My commission expires: N/A

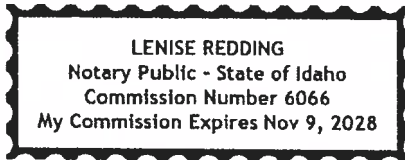
STATE OF Utah

COUNTY OF _____

State of Idaho, County of Ada:

The foregoing instrument was acknowledged before me this 23 day of August, 2023 by Brian Higbee.

This notarial act involved the use of communication technology.



A handwritten signature of Lenise Redding in cursive script, written over a horizontal line.

Notary Public: Lenise Redding

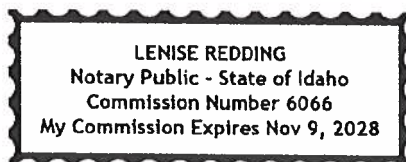
My commission expires: 11/9/2028

STATE OF Idaho

COUNTY OF Ada

This notarial act involved the use of communication technology.

The foregoing instrument was acknowledged before me this 23 day of August, 2023 by Christopher J. Balzaretti, member of Yellowtail Properties LLC, on behalf of said company.



A handwritten signature of Lenise Redding in cursive script, written over a horizontal line.

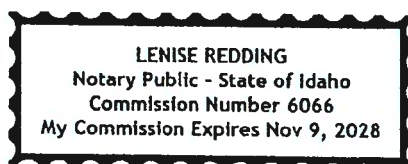
Notary Public: Lenise Redding

My commission expires: 11/9/2028

STATE OF Idaho
COUNTY OF Ada

This notarial act involved the use of communication technology.

The foregoing instrument was acknowledged before me this 22 day of August, 2023 by John Howard, member of Ignite Holdings, LLC, on behalf of said company.



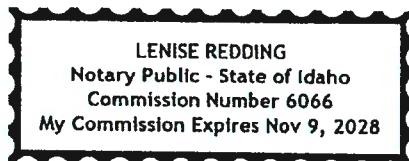


Notary Public: Lenise Redding
My commission expires: 11/9/2028

STATE OF Idaho
COUNTY OF Ada

This notarial act involved the use of communication technology.

The foregoing instrument was acknowledged before me this 24 day of August, 2023 by Monica Soyemi, member of 8 Stewart Place, LLC, on behalf of said company.

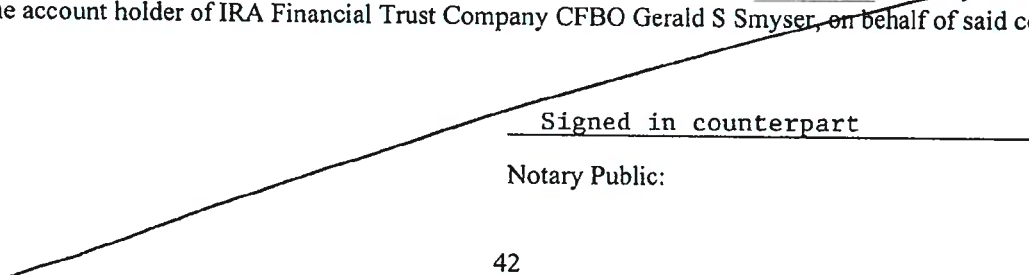




Notary Public: Lenise Redding
My commission expires: 11/9/2028

STATE OF South Dakota
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by ~~Gerald Smyser~~, the account holder of IRA Financial Trust Company CFBO Gerald S Smyser, on behalf of said company.



Signed in counterpart

Notary Public:

STATE OF Georgia

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by John Howard, manager of Ignite Holdings, LLC, on behalf of said company.

Signed in counterpart

Notary Public:

My commission expires:

STATE OF New York

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by Monica Soyemi, manager of 8 Stewart Place, LLC, on behalf of said company.

Signed in counterpart

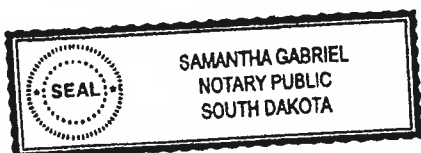
Notary Public:

My commission expires:

STATE OF South Dakota

COUNTY OF Lincoln

The foregoing instrument was acknowledged before me this 24th day of August, 2023 by Gerald Smyser, the account holder of IRA Financial Trust Company CFBO Gerald S Smyser, on behalf of said company.



Samantha Gabriel

Notary Public: Samantha Gabriel

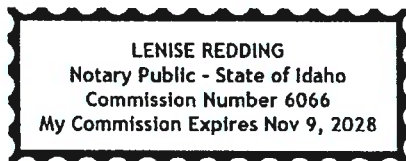
My Commission Expires: 12/21/28

My commission expires:

STATE OF Idaho
COUNTY OF Ada

This notarial act involved the use of communication technology.

The foregoing instrument was acknowledged before me this 22 day of August, 2023 by Brayan Martinez.





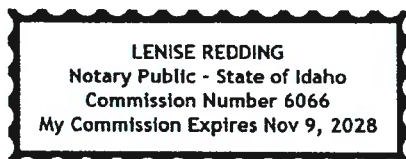
Notary Public: Lenise Redding

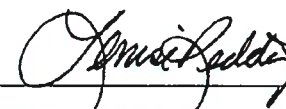
My commission expires: 11/9/2028

STATE OF Idaho
COUNTY OF Ada

This notarial act involved the use of communication technology.

The foregoing instrument was acknowledged before me this 22 day of August, 2023 by Charles Alger and Nicolette Alger.





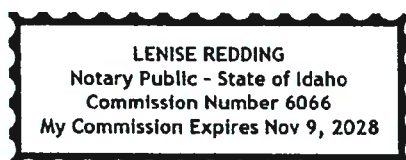
Notary Public: Lenise Redding

My commission expires: 11/9/2028

STATE OF Idaho
COUNTY OF Ada

This notarial act involved the use of communication technology.

The foregoing instrument was acknowledged before me this 22 day of August, 2023 by Kevin Hsu, Trustee of HSU Living Trust, on behalf of said company.





Notary Public: Lenise Redding

My commission expires: 11/9/2028

My commission expires:

STATE OF Washington

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by Kristopher Georgen, manager of Directed Trust Company FBO Kristopher Georgen IRA.

Signed in counterpart

Notary Public:

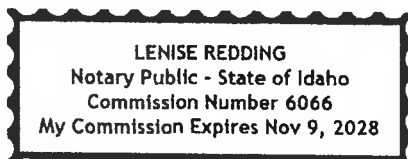
My commission expires:

STATE OF Idaho

COUNTY OF Ada

This notarial act involved the use of communication technology.

The foregoing instrument was acknowledged before me this 23 day of August, 2023 by Wendy K Spencer, Trustee of Wendy K Spencer Separate Property Trust under Declaration of Trust dated March 14, 2022.



Lenise Redding

Notary Public: Lenise Redding

My commission expires: 11/9/2028

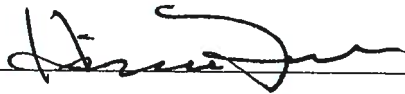
My commission expires:

STATE OF Arizona

COUNTY OF Maricopa

The foregoing instrument was acknowledged before me this 23rd day of August, 2023 by Mario Gianfortune, Authorized Signer of Directed Trust Company FBO Kristopher Georgen IRA.





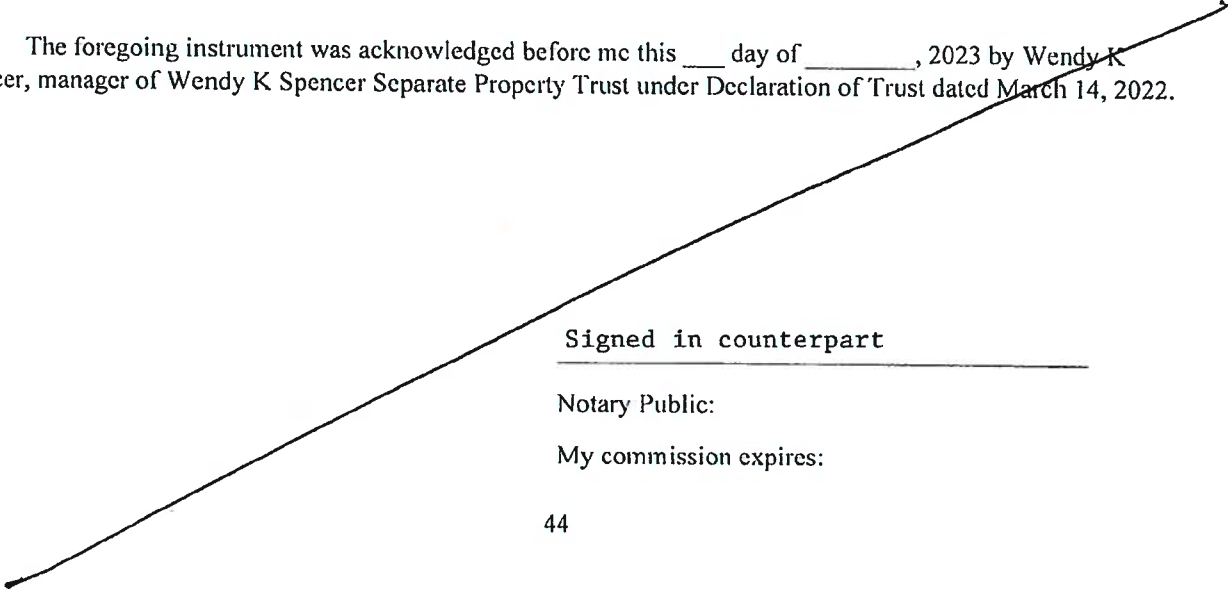
Notary Public:

My commission expires: 4/19/24

STATE OF California

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by Wendy K Spencer, manager of Wendy K Spencer Separate Property Trust under Declaration of Trust dated March 14, 2022.



Signed in counterpart

Notary Public:

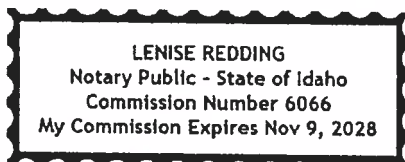
My commission expires:

STATE OF Idaho
COUNTY OF Ada

This notarial act involved the use of communication technology.

The foregoing instrument was acknowledged before me this 22 day of August, 2023 by Akshaya Srivatsa and* of Prasad-Srivatsa Family Trust.

*Namrata Prasad as Co-Trustees



A handwritten signature in cursive script, appearing to read "Lenise Redding", written over a horizontal line.

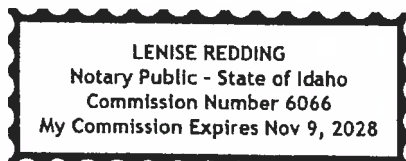
Notary Public: Lenise Redding

My commission expires: 11/9/2028

STATE OF Idaho
COUNTY OF Ada

This notarial act involved the use of communication technology.

The foregoing instrument was acknowledged before me this 22 day of August, 2023 by Daniel Stone, Trustee of the Stoneford Family Trust dated July 16th, 2021.



A handwritten signature in cursive script, appearing to read "Lenise Redding", written over a horizontal line.

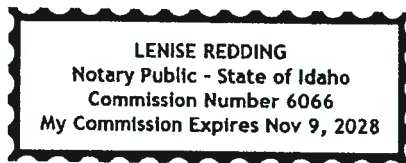
Notary Public: Lenise Redding

My commission expires: 11/9/2028

STATE OF Idaho
COUNTY OF Ada

This notarial act involved the use of communication technology.

The foregoing instrument was acknowledged before me this 24 day of August, 2023 by Karen Stone.



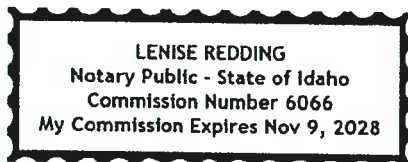

Notary Public: Lenise Redding

My commission expires: 11/9/2028

STATE OF Idaho
COUNTY OF Ada

This notarial act involved the use of communication technology.

The foregoing instrument was acknowledged before me this 22 day of August, 2023 by Kyle Moore,
Member of KSM16 Marketing.




Notary Public: Lenise Redding

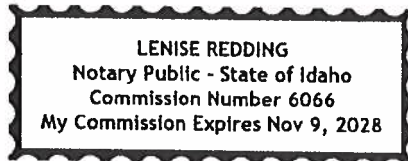
My commission expires: 11/9/2028

STATE OF Idaho

COUNTY OF Ada

This notarial act involved the use of communication technology.

The foregoing instrument was acknowledged before me this 22 day of August, 2023 by Cameron Ault,
Member of CBA Industries, LLC.



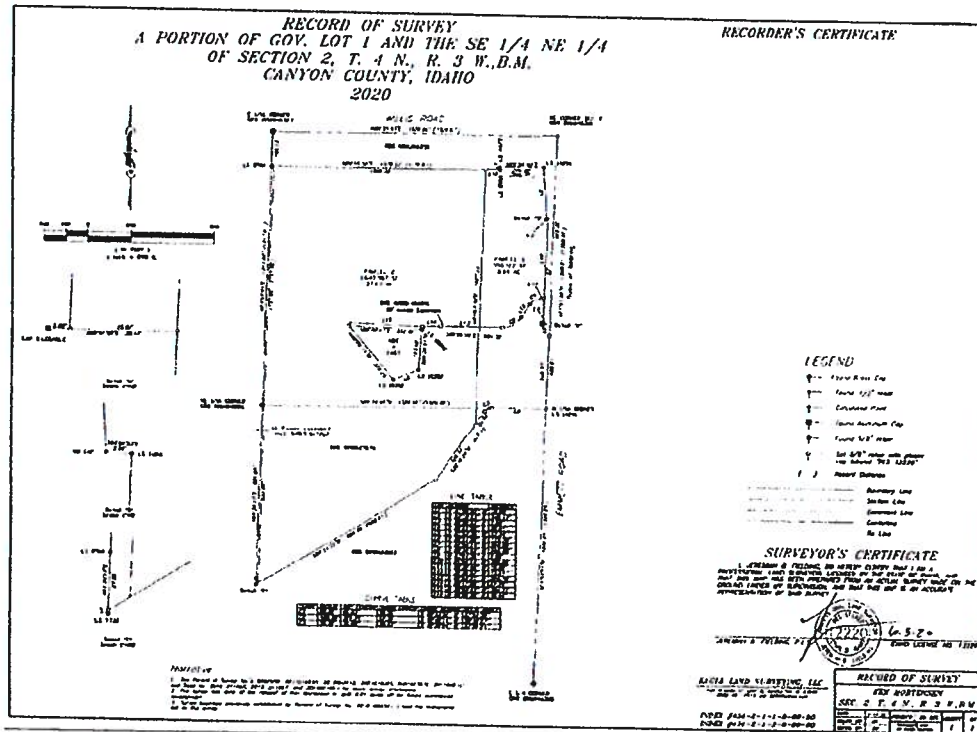
A handwritten signature in cursive script, appearing to read "Lenise Redding", written over a horizontal line.

Notary Public: Lenise Redding

My commission expires: 11/9/2028

EXHIBIT A

PROPERTY DESCRIPTION



PARCEL 1:

NOTE: THE COUNTY RECORDS AND/OR THE CITY ENGINEER'S OFFICE SHOW THE ADDRESS TO BE: +/- 8.04 2 EMMETT ROAD, CALDWELL, ID 83607

A PART OF GOVERNMENT LOT 1 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND BRASS CAP MARKING THE EAST QUARTER CORNER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO AND RUNNING THENCE N01°53'41"E 1322.24 FEET ALONG THE EAST LINE OF SAID SECTION TO A FOUND 5/8" REBAR WITH CAP LABELED "PLS 14216" MARKING THE NORTH 1/16 CORNER OF SAID SECTION (SAID POINT BEING THE POINT OF BEGINNING); THENCE S89°34'45"W 244.40 FEET ALONG THE CENTERLINE OF AN EXISTING IRRIGATION DITCH TO A POINT OF CURVE; THENCE SOUTHWESTERLY 36.98 FEET ALONG SAID CURVE TO THE LEFT (CURVE DATA: RADIUS= 39.25', DELTA= 53°59'21", CHORD BEARING AND DISTANCE= S62°35'04"W 35.63 FEET) ALONG SAID CENTERLINE; THENCE S35°35'24"W 80.62 FEET ALONG SAID CENTERLINE TO A SET 5/8" REBAR WITH ORANGE PLASTIC CAP LABELED "PLS 12220" MARKING A POINT ON THE CENTERLINE OF AN EXISTING IRRIGATION DITCH; THENCE N01°53'38"E 1227.22 FEET TO A SET 5/8" REBAR WITH ORANGE PLASTIC CAP LABELED "PLS 12220"; THENCE N89°55'38"E 70.44 FEET TO A FOUND 5/8" REBAR WITH CAP LABELED "PLS 8960"; THENCE N01°55'22"W 15.00 FEET TO A FOUND 1/2" REBAR WITH CAP LABELED "PLS 4477"; THENCE N89°54'40"E 200.80 FEET TO A FOUND 5/8" REBAR WITH CAP LABELED "PLS 14216"; THENCE S03°10'13"E 249.17 FEET TO A FOUND 5/8" REBAR WITH NO CAP; THENCE S86°56'23"E 2.96 FEET TO A FOUND 5/8" REBAR WITH CAP LABELED "PLS 14216"; THENCE S01°54'14"W 504.06 FEET; THENCE S89°51'58"E 25.07 FEET TO A SET 5/8" REBAR WITH ORANGE PLASTIC CAP LABELED "PLS 12220" MARKING A POINT ON THE EAST LINE OF SAID SECTION; THENCE S01°53'38"W 405.61 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING. ALSO SHOWN AS PARCEL 1 ON RECORD OF SURVEY RECORDED JUNE 3, 2020, AS INSTRUMENT NO. 2020- 029598, RECORDS OF CANYON COUNTY,

IDAHO.

SUBJECT TO:

A 28-FOOT INGRESS-EGRESS ACCESS EASEMENT THAT IS 14-FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE THAT IS LOCATED IN GOVERNMENT LOT 1, SECTION 2, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO:

COMMENCING AT A FOUND BRASS CAP MARKING THE EAST QUARTER CORNER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO AND RUNNING THENCE N01°53'41"E 1322.24 FEET ALONG THE EAST LINE OF SAID SECTION TO A FOUND 5/8" REBAR WITH CAP LABELED "PLS 14216" MARKING THE NORTH 1/16 CORNER OF SAID SECTION; THENCE N01°53'38"E 405.61 FEET ALONG THE EAST LINE OF SAID SECTION TO A SET 5/8" REBAR WITH ORANGE PLASTIC CAP LABELED "PLS 12220"; THENCE N89°51'58"W 25.07 FEET; THENCE N01°54'14"E 118.42 FEET TO THE POINT OF BEGINNING; THENCE S89°30'46"W 15.89 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY 60.63 FEET ALONG SAID CURVE TO THE LEFT (CURVE DATA: RADIUS= 60.00', DELTA= 57°53'38", CHORD BEARING AND DISTANCE= S60°33'52"W 58.08 FEET); THENCE S31°36'57"W 73.51 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY 101.71 FEET ALONG SAID CURVE TO THE RIGHT (CURVE DATA: RADIUS= 100.00', DELTA= 58°16'27", CHORD BEARING AND DISTANCE= S60°45'14"W 97.38 FEET); THENCE S89°53'31"W 294.79 FEET; THENCE S88°17'20"W 87.24 FEET; THENCE N88°00'47"W 354.31 FEET TO THE POINT OF TERMINUS.

PARCEL 2

NOTE: THE COUNTY RECORDS AND/OR THE CITY ENGINEER'S OFFICE SHOW THE ADDRESS TO BE: +/- 37.67 ACRES, TBD EMMETT ROAD, CALDWELL, ID 83607

PARCEL A:

A PART OF GOVERNMENT LOT 1 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 3

WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND BRASS CAP MARKING THE EAST QUARTER CORNER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO AND RUNNING THENCE N01°53'41"E 1322.24 FEET ALONG THE EAST LINE OF SAID SECTION TO A FOUND 5/8" REBAR WITH CAP LABELED "PLS 14216" MARKING THE NORTH 1/16 CORNER OF SAID SECTION; THENCE S89°34'45"W 244.40 FEET ALONG THE CENTERLINE OF AN EXISTING IRRIGATION DITCH TO A POINT OF CURVE; THENCE SOUTHWESTERLY 36.98 FEET ALONG SAID CURVE TO THE LEFT (CURVE DATA: RADIUS= 39.25', DELTA= 53°59'21", CHORD BEARING AND DISTANCE= S62°35'04"W 35.63 FEET) ALONG SAID CENTERLINE; THENCE S35°35'24"W 80.62 FEET ALONG SAID CENTERLINE TO A SET 5/8" REBAR WITH ORANGE PLASTIC CAP LABELED "PLS 12220" MARKING A POINT ON THE CENTERLINE OF AN EXISTING IRRIGATION DITCH (SAID POINT BEING THE POINT OF BEGINNING); THENCE S35°35'24"W 326.53 FEET ALONG SAID CENTERLINE TO A SET 5/8" REBAR WITH ORANGE PLASTIC CAP LABELED "PLS 12220"; THENCE S58°11'22"W 988.78 FEET ALONG SAID CENTERLINE TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE N01°34'17"E 861.05 FEET ALONG THE SAID WEST LINE TO A FOUND BRASS CAP MARKING THE SOUTHWEST CORNER OF GOVERNMENT LOT 1 OF SAID SECTION; THENCE N01°53'01"E 1151.90 FEET ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1 TO A FOUND 5/8" REBAR WITH CAP LABELED "PLS 8960"; THENCE N89°55'38"E 1009.38 FEET TO A SET 5/8" REBAR WITH ORANGE PLASTIC CAP LABELED "PLS 12220"; THENCE S01°53'38"W 1227.22 FEET TO THE POINT OF BEGINNING.

EXCLUDING THE FOLLOWING PARCEL:

A PART OF GOVERNMENT LOT 1 IN SECTION 2, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP MARKING THE EAST QUARTER CORNER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO AND RUNNING THENCE N01°53'41"E 1322.24 FEET ALONG THE EAST LINE OF SAID SECTION TO A FOUND 5/8" REBAR WITH CAP LABELED "PLS 14216" MARKING THE NORTH 1/16 CORNER OF SAID SECTION; THENCE N01°53'38"E 348.37 FEET ALONG THE EAST LINE OF SAID SECTION; THENCE N88°06'06"W 594.32 FEET TO A FOUND 5/8" REBAR WITH CAP LABELED "PLS 15352" (SAID POINT BEING THE

POINT OF BEGINNING); THENCE S04°06'01"W 193.48 FEET TO A FOUND 5/8" REBAR WITH CAP LABELED "PLS 15352"; THENCE S68°21'56"W 133.79 FEET TO A FOUND 5/8" REBAR WITH CAP LABELED "PLS 15352"; THENCE N40°00'14"W 332.26 FEET TO A SET 5/8" REBAR WITH ORANGE PLASTIC CAP LABELED "PLS 12220"; THENCE

S88°00'47"E 352.00 FEET TO THE POINT OF BEGINNING. ALSO SHOWN AS PARCEL 2 ON RECORD OF SURVEY RECORDED JUNE 3, 2020, AS INSTRUMENT NO. 2020-029598, RECORDS OF CANYON COUNTY, IDAHO.

SUBJECT TO AND TOGETHER WITH:

A 28-FOOT INGRESS-EGRESS ACCESS EASEMENT THAT IS 14-FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE THAT IS LOCATED IN GOVERNMENT LOT 1, SECTION 2, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO:

COMMENCING AT A FOUND BRASS CAP MARKING THE EAST QUARTER CORNER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO AND RUNNING THENCE N01°53'41"E 1332.24 FEET ALONG THE EAST LINE OF SAID SECTION TO A FOUND 5/8" REBAR WITH CAP

LABELED "PLS 14216" MARKING THE NORTH 1/16 CORNER OF SAID SECTION; THENCE N01°53'38"E 405.61 FEET ALONG THE EAST LINE OF SAID SECTION TO A SET 5/8" REBAR WITH ORANGE PLASTIC CAP LABELED "PLS 12220"; THENCE N89°51'58"W 25.07 FEET; THENCE N01°54'14"E 118.42 FEET TO THE POINT OF BEGINNING; THENCE

S89°30'46"W 15.89 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY 60.63 FEET ALONG SAID CURVE TO THE LEFT (CURVE DATA: RADIUS= 60.00', DELTA= 57°53'38", CHORD BEARING AND DISTANCE= S60°33'52"W 58.08 FEET); THENCE

S31°36'57"W 73.51 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY 101.71 FEET ALONG SAID CURVE TO THE RIGHT (CURVE DATA: RADIUS= 100.00', DELTA= 58°16'27", CHORD BEARING AND DISTANCE= S60°45'14"W 97.38 FEET); THENCE

S89°53'31"W 294.79 FEET; THENCE S88°17'20"W 87.24 FEET; THENCE

N88°00'47"W 354.31 FEET TO THE POINT OF TERMINUS.

Canyon County Development Services

111 N. 11th Ave. Room 310, Caldwell, ID 83605
(208) 454-7458

Building Divsn Email: buildinginfo@canyoncounty.id.gov **Planning Divsn Email:** zoninginfo@canyoncounty.id.gov

Receipt Number: 84547

Date: 1/29/2025

Date Created: 1/29/2025

Receipt Type: Normal Receipt

Status: Active

Customer's Name: AG Land & Development, LLC for Infinite Real Estate Group - Quail Run Acres - Private Road

Comments: SD2025-0002 and RD2025-0001

Site Address: 23854 EMMETT RD, Caldwell ID 83607 / Parcel Number: 34445012A0

CHARGES

Item Being Paid For:	Application Number:	Amount Paid:	Prevs Pymnts:	Unpaid Amnt:
Planning - Preliminary Plat (Including Irrigation, Drainage, Grading Plans)	SD2025-0002	\$1,550.00	\$0.00	\$0.00
Planning - Preliminary Plat Additional City Impact Area Fee	SD2025-0002	\$100.00	\$0.00	\$0.00
Planning - Preliminary Plat Additional Per Lot Fee (Per Application)	SD2025-0002	\$330.00	\$0.00	\$0.00
Planning - Multiple Director Decisions without Notification on Single Application	RD2025-0001	\$80.00	\$0.00	\$0.00

Sub Total: \$2,060.00

Sales Tax: \$0.00

Total Charges: \$2,060.00

PAYMENTS

Type of Payment:	Check/Ref Number:	Amount:
Check	91	\$2,060.00

Total Payments: \$2,060.00

ADJUSTMENTS

Receipt Balance: \$0.00

Issued By: pdilbeck

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