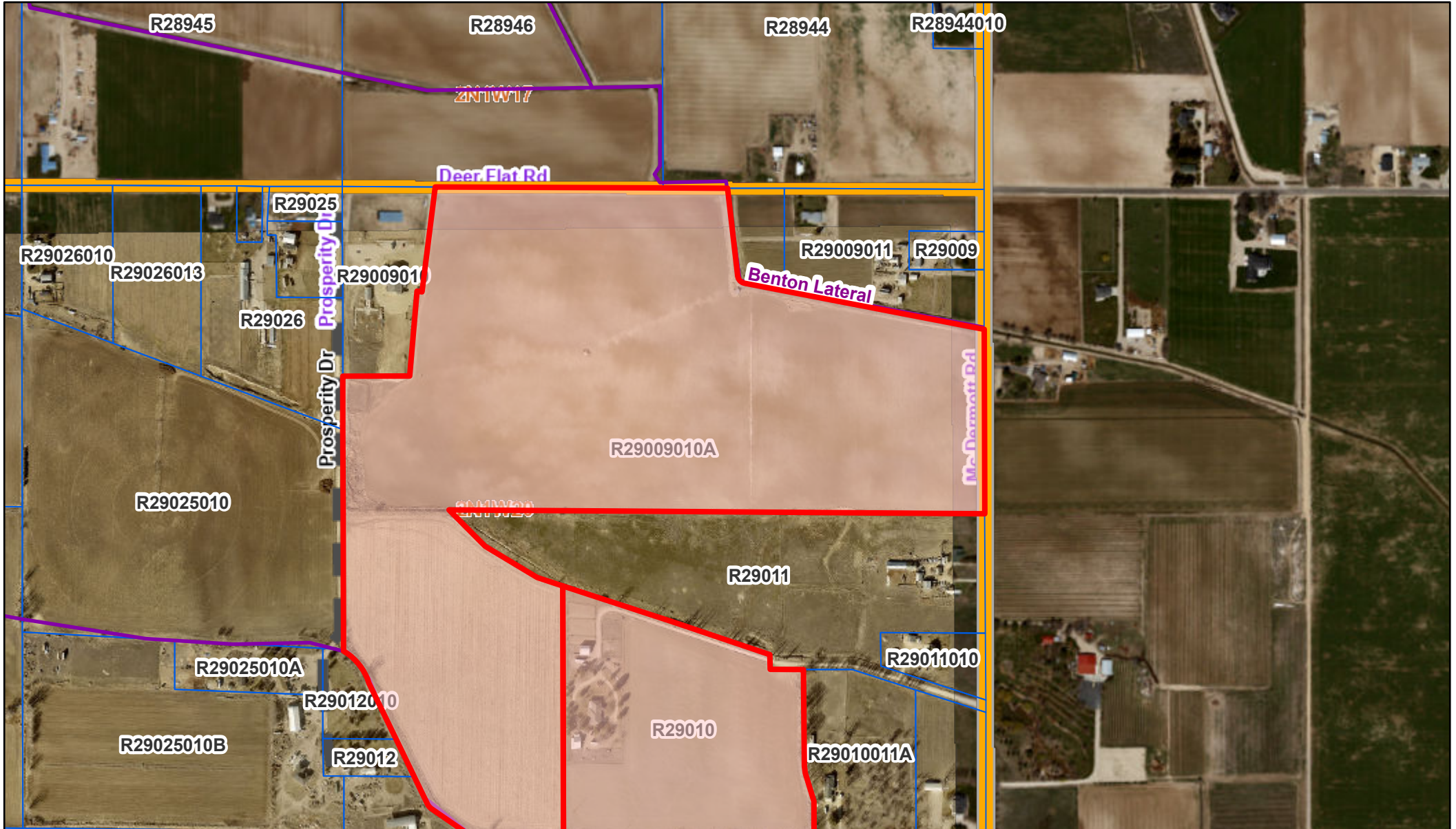
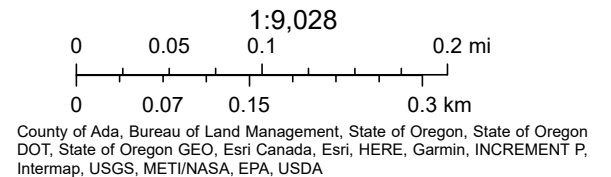


Canyon County, ID Web Map



12/17/2024, 1:01:57 PM

- | | | | |
|--------------------------------------|-----------------|-----------------------------|--------------|
| Multiple Parcel Search _Query result | City Limits | ITDFunctionalClassification | Green: Green |
| Hydro_NHDFlowline | Sections | Major Collector | Blue: Blue |
| County Boundary | CC_PrivateRoads | Minor Arterial | Imagery_2022 |
| Current Impact Area | | Urban_2023 | Red: Red |
| | | | Red: Band_1 |





CONDITIONAL USE PERMIT PUBLIC HEARING - APPLICATION

PROPERTY OWNER	OWNER NAME: <u>Lighthouse Properties of Wichita, LLC</u>
	MAILING ADDRESS: <u>3110 N. Aspen Ridge Ln</u>
	PHONE: [REDACTED]
I consent to this application and authorize the applicant 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>Rn Ch, Man. Member</u> Date: <u>11/13/24</u>	

APPLICANT: IF DIFFERING FROM THE PROPERTY OWNER	APPLICANT NAME: <u>Austin + Ashlyn Faulk</u>
	COMPANY NAME: <u>n/a</u>
	MAILING ADDRESS: <u>8847 Mcdermott Rd, Kuna ID 83634</u>
	PHONE: [REDACTED]

SITE INFO	STREET ADDRESS: <u>4198 Deer Flat Rd, Kuna ID 83634</u>
	PARCEL NUMBER: <u>R29009010A & R29010</u>
	PARCEL SIZE: <u>21.77 acres & 19.67 acres = ~41 total</u>
	REQUESTED USE: <u>special events facility</u>
	FLOOD ZONE (YES/NO) <u>NO</u> ZONING DISTRICT: <u>A9</u>

FOR DSD STAFF COMPLETION ONLY:

CASE NUMBER <u>CU2024-0024</u>	DATE RECEIVED: <u>Dec 5, 2024</u>
RECEIVED BY: <u>Anthony Mberwa</u>	APPLICATION FEE: <u>950\$</u> CK MO CC CASH



CONDITIONAL USE PERMIT

PUBLIC HEARING - CHECKLIST

CONDITIONAL USE PERMIT - CCZO Section 07-07-05

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		✓
Letter of Intent (see standards on next page)	✓	✓
Site Plan (see standards on next page)	✓	✓
Land Use Worksheet	✓	✓
Neighborhood Meeting sheet/letter completed and signed	✓	✓
Proof of application/communication with (varies per application):	✓	✓
Southwest District Health	✓	✓
Irrigation District	✓	✓
Fire District	✓	✓ Email
Highway District/ Idaho Transportation Dept.	✓	✓
Area of City Impact	N/A	N/A
Deed or evidence of property interest to the subject property		See AD 2024-0120
Fee: \$950.00		
\$600.00 (CUP Modification)		
Fees are non-refundable		

An application that requires additional Use Standards per Chapter 7, Article 14 of the Canyon County Code:

- ☐ Contractor Shop
- ☐ Mineral Extraction (Long Term)
- ☐ Wind Farm
- ☐ Staging Area
- ☐ Manufacturing or processing of hazardous chemicals or gases
- ☐ Ministorage Facility

*If applicable, review the Additional Use Standards Below, if not applicable, please disregard them.

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

RECEIVED
DEC 02 2024

BY: Lo

STANDARDS

SITE/OPERATION PLAN – CCZO Section 07-02-03

A scaled drawing showing:

- The parcel and all existing and proposed uses and structures and roads all with dimensions, distances, and private and public road names.
- Includes lot lines, lot area, parking spaces, private roadways, walkways, topographic features, reserved open space, buildings and other structures, major landscape features, and the location of proposed utility easements.

A plan of action to include:

- Time requirements, the commencement of the operation, hours of operation, noise levels, dust levels, air and water quality, raw material delivery, finished product and marketing, site improvements, public and private facilities, public amenities, and infrastructure.

LETTER OF INTENT – CCZO Section 07-07-05

State the nature of the request. Include, a description of business operations, such as a number of employees, hours of operation, delivery and shipping.

Consistency with the Comprehensive Plan (CCZO Section 07-07-05(3))

Address potential impacts to property in the immediate vicinity and character of the area (CCZO Section 07-07-05(4))

Demonstrate how facility and utilities such as water, sewer, irrigation, drainage and stormwater drainage, will be provided.

Demonstrate legal access

Address potential impacts to existing or future traffic patterns.

Address potential impacts to essential services such as schools, irrigation facilities and emergency services.

If the use will create impacts, provide measures to mitigate impacts.

CONTRACTOR SHOP (07-14-09) - REQUIRED

Applicant Staff

Demonstrate how the use will be contained within a building or behind a sight-obscuring fence.

MINERAL EXTRACTION (07-14-19) - REQUIRED

Applicant Staff

Show how the 30' setbacks on all sides will be met.

Name of operator/extractor

Duration of proposed use: Commencement & Completion dates

Provide an approved reclamation from Idaho Dept. Of Lands

Location of proposed pits and accessory uses

WIND FARM (07-14-33) - REQUIRED

Applicant Staff

Need to include on the site plan: lot size, configuration, proximity to structures, topography, viewsheds.

MINISTORAGE FACILITY (07-14-29) - REQUIRED

Applicant Staff

Demonstrate how materials will not be sold or delivered to customers directly from the storage compartment.

MANUFACTURING/PROCESSING OF HAZARDOUS CHEMICALS/GASES (07-14-15) - REQUIRED	Applicant	Staff
Show 300' setbacks from any property line		
Show 1,000 setback from any residential district		
Demonstrate how chemicals/gases will be stored within an enclosed structure.		
Demonstrate how the use will be gates and fenced with 8' high security fencing.		
Provide documentation from the local fire district approving the location and plan.		
Include maps and engineering drawings showing proposed drainage, proposed sewer system design, the depth of the water table, soil composition, all existing surface water, and all existing uses within one-fourth (1/4) mile of the property. The applicant shall also furnish evidence that the dangerous characteristics of the particular process or activity in question have been, or shall be, eliminated or minimized sufficiently so as not to create a public nuisance or be detrimental to the public health, safety, or welfare.		
The facility must register and maintain current hazardous waste generation notification as required by Environmental Protection Agency and/or Idaho Department of Environmental Quality and provide such proof of registration		

STAGING AREA (07-14-15) - REQUIRED	Applicant	Staff
Demonstrate how all work will be conducted off-site, business vehicles will remain operable and parked on-site, and employees/persons on the premises for parking and business vehicle pickup all maintained on-site.		

OPERATING AGREEMENT

of

LIGHTHOUSE PROPERTIES OF WICHITA, L.L.C.

THIS OPERATING AGREEMENT is entered into by and among the Members of LIGHTHOUSE PROPERTIES OF WICHITA, L.L.C., a Kansas Limited Liability Company. The Members hereby agree that the terms of the Operating Agreement governing this limited liability company shall be as follows:

SECTION I Explanatory Statement

1.1 Agreement. The parties to this Agreement have agreed to organize and operate a limited liability company in accordance with the terms of, and subject to the conditions set forth in, this Agreement and the Kansas Act.

SECTION II Organizational Matters

2.1. Formation. The Company shall be formed as a Limited Liability Company pursuant to the provisions of the Kansas Act. The rights and obligations of the Members and the affairs of the Company shall be governed first by the mandatory provisions of the Kansas Act, second by the Company's Articles of Organization, third by this Operating Agreement, and fourth by the optional provisions of the Kansas Act. In the event of any conflict among the foregoing, the conflict shall be resolved by reference to the statutes or documents in the order of priority set forth in the preceding sentence.

2.2. Name. The name of the Company shall be "LIGHTHOUSE PROPERTIES OF WICHITA, L.L.C." The Company may operate under that name, a variation of that name, or any other name the Members deem advisable. However, the Members shall not utilize any name that may result in the personal liability of any Member under the Kansas Act.

2.3. Purpose. The purpose of the Company shall be to rent, buy and sell properties in the State of Kansas and to engage in any act or activity for which limited liability companies may be organized under the Act.

2.4. Registered Office, Resident Agent, and Principal Office The Company's registered office in the State of Kansas and the Company's resident agent for service of process at that address shall be as set forth in Article IV of the Articles of Organization, as amended. The Company may also maintain offices at such other place or places as the Members deem advisable.

2.5. Power of Attorney. Each Interest Holder hereby irrevocably appoints and empowers the Manager, and each of such Manager's authorized officers and attorneys-in-fact with full power of substitution, as the Interest Holder's true and lawful

agent and attorney-in-fact, with full power and authority in his or her name, place, and stead to accomplish the following:

1. Make, execute, acknowledge, publish, and file in the appropriate public offices the following documents:

- a. Articles of Organization, duly approved amendments to the Articles of Organization, and any duly approved amendments to this Agreement, filed pursuant to the Kansas Act or the laws of any state in which such documents are required to be filed;
- b. Any certificates, instruments, or documents as may be required by or may be appropriate under the laws of any state or other jurisdiction in which the Company is doing or intends to do business;
- c. Any other instrument that may be required to be filed by the Company under the laws of any state or by any governmental agency or that the Manager deems advisable to file; or
- d. Any documents that may be required to effect the continuation of the Company; the admission, withdrawal, or substitution of any Member pursuant to Sections X, XI, or XII of this Agreement; the dissolution and termination of the Company pursuant to the Articles of Organization or this agreement; or the surrender of any rights or the assumption of any additional responsibilities by the Manager; and

2. Sign, execute, swear to, and acknowledge all ballots, consents, approvals, waivers, certificates, and other instruments appropriate or necessary, in the sole discretion of the Manager, to make, evidence, give, confirm, or ratify any vote, consent, approval, agreement, or other action, which is made or given by the Members hereunder or is consistent with the terms of this Agreement or appropriate or necessary, in the sole discretion of the Manager, to effectuate the terms or intent of this Agreement; provided, however, that when required by Section VII or XIV or any other provision of this Agreement that requires the approval of the Members, or a Majority Vote of the Members, to take any action, the Manager may exercise the power of attorney given in this Section 2.5 only after the necessary vote, consent, or approval by the required Members.

2.6. Term. The Company shall commence upon filing of the Company Articles of Organization with the Kansas Secretary of State, in accordance with the Kansas Act, and shall continue in perpetual existence until dissolved in accordance with the Kansas Act and this Operating Agreement.

2.7. Jointly Held Units. For purposes of this Operating Agreement, in the event two persons are indicated as a single Member holding the Units representing their Interest as husband and wife, husband and wife as joint tenants, or otherwise jointly, the following shall apply:

2.7.1. Joint Owners as Single Member. Where not otherwise required by law, such persons shall be considered a single Member. To the extent required by law, however, such persons shall both be considered as Members hereunder.

For that purpose, each shall be deemed to have contributed one-half of the capital contribution attributable to said Units, and each shall be deemed to have an interest consisting of one-half of the Interest represented by said Units.

2.7.2. Voting. For purposes of voting upon or consenting to any action or matter as provided in this Operating Agreement or by law, the vote or consent of either such person shall be deemed the vote or consent of both, unless both are present and voting or both submit written consents or refusals. In the event both are present and voting or both submit written consents or refusals, then each shall vote an interest equivalent to one-half of the interest that may be voted by both.

2.7.3. Membership Rights and Obligations. Each person shall have the rights and obligations provided by Section VII of this Operating Agreement, pertaining to Members' rights and obligations.

2.7.4. Death of Joint Owner. Upon the death of either person and the passing of the decedent's interest to the surviving joint tenant, the right to be a substituted Member vests in the survivor and is not subject to the consent of any other Member.

2.7.5. Transfer. Any proposed transfer and notification pursuant to Section X of this Operating Agreement shall be of a joint interest, if made by both such persons. If, however, the proposed transfer and notification is by only one of such persons, then the transfer shall be of only one-half of their joint interest, and the other half shall, for all purposes hereunder, belong solely to the other of such persons.

2.7.6. Notice. Any notices given to either person shall be deemed notice to and be binding on both persons, unless the Company is advised otherwise in writing.

SECTION III Definitions

For purposes of this Agreement, the following terms shall have the following meanings:

"Affiliate" means any Person that directly or indirectly controls, is controlled by, or is under common control with, the Person in question. As used in this definition of "Affiliate," the term "control" means either (1) possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract, or otherwise; or (2) a direct or indirect equity interest of five percent (5%) or more in the entity.

"Agreement" means this Operating Agreement, as it may be amended or supplemented.

"Articles of Organization" means the articles of organization, as amended, filed by the Company under the Kansas Act.

"Assignee" means (1) a Person to whom one or more Units have been transferred, by transfer or assignment or otherwise, in a manner permitted under this Agreement and who has agreed to be bound by the terms of this Agreement but who has not become a Substitute Member; or (2) a Person who occupies the status of an Assignee by virtue of Section 10.1.2 below.

"Business Day" means Monday through Friday of each week, except legal holidays recognized by the Government of the United States or the State of Kansas.

"Capital Account" means a capital account established for each Member (or transferee of a Member who is not admitted to the Company as a Member, provided that the maintenance of such Capital Account will not constitute the admission of the transferee as a Substituted Limited Member as defined in Section 10.1.2 below), which shall be maintained in accordance with Section IV of this Agreement.

"Capital Contribution" means, as to any Member, the amount of cash or the fair market value of all property or services contributed to the Company by the Member, which is set forth opposite such Member's name on Exhibit "A," attached hereto.

"Cash Available for Distribution" means, with respect to any period, all cash receipts and funds received by the Company (except for Capital Contributions), including proceeds of refinancing Company Property, minus (1) all cash expenditures; and (2) any amounts deposited in the Company's management fund (as reasonably determined by the Manager) and representing working capital or other reserves.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" means the limited liability company formed by filing the Company's Articles of Organization.

"Company Minimum Gain" means the amount determined in accordance with the principles of Section 704 of the Code and the Regulations issued thereunder, including interpretations thereof.

"Company Property" means all property acquired or owned by the Company from time to time.

"Contributing Member" means a Member making a Capital Contribution in exchange for that Member's Interest in the Company.

"Income" and "Loss" mean an amount equal to the Company's taxable income or loss (including capital loss) for each taxable year, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss, deduction, or credit required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss), with the following adjustments:

1. Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Income or Loss shall be added to such Income or Loss.

2. Any expenditures of the Company described in Section 705(a)(2)(B) of the Code or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Income or Loss, shall be subtracted from such Income or Loss.

3. Upon the distribution of property by the Company to a Member, gain or loss attributable to the difference between the fair market value of the property and its basis shall be treated as recognized.

"Interest" means an Interest Holder's share of the Profits and Losses of, and right to receive distributions from, the Company.

"Interest Holder" means any Person who holds an Interest in the Company, whether as a Member or as an assignee of a Member that has not been admitted to the Company as a Member.

"Kansas Act" means the Revised Kansas Limited Liability Company Act, as amended, and any successor to such act.

"Liquidator" has the meaning specified in Section 13.2.

"Majority Vote of the Members" means the affirmative vote of the holders of a majority of the Outstanding Units held by the Members. Each Unit shall be entitled to one vote.

"Manager" means Russell Campbell or the Manager's successor as such.

"Mandatory Provisions of the Kansas Act" means those provisions of the Kansas Act that may not be supplanted by provisions of this Agreement or otherwise waived by the Members acting unanimously.

"Member Nonrecourse Debt" has the meaning set forth in Treasury Regulation Section 1.704-2(b)(4).

"Member Nonrecourse Deductions" means any and all items of loss, deduction, or expenditure (including any expenditure described in Code Section 705(a)(2)(B)) that, in accordance with the principles of Regulation Section 1.704-2(i), are attributable to a Member Nonrecourse Debt.

"Member" means Russell Campbell and his successors.

"Noncontributing Member" means a Member receiving an Interest in the Company without making a Capital Contribution.

"Nonrecourse Deductions" means any and all items of loss, deduction, or expenditures (described in Code Section 705(a)(2)(B)) that, in accordance with the principles of Regulation Section 1.704-2©, are attributable to a Nonrecourse Liability.

"Nonrecourse Liability" has the meaning set forth in Regulation Section 1.752-1(a)(2).

"Opinion of Counsel" means a written opinion of counsel (who shall be regular counsel to the Company or the Members) reasonably acceptable to the Members.

"Outstanding" means the number of Units issued by the Company as shown on the Company's books and records, less any Units held by the Company.

"Person" means an individual or a corporation, partnership, trust, limited liability company, or other entity.

"Record Holder" means the Person in whose name a Unit is registered on the books and records of the Company as of the close of business on a particular Business Day.

"Substitute Member" means a transferee of a Unit who is admitted as a Member to the Company pursuant to Section 11.1 of this Agreement in place of and with all rights of a Member.

"Tax Item" means each item of income, gain, loss, deduction, or credit of the Company for federal tax purposes, as separately stated and calculated pursuant to the Code.

"Treasury Regulation" or "Regulation" means Tax Regulations, including Temporary Regulations, promulgated under the Code by the United States Treasury Department and the Internal Revenue Service, as amended (including corresponding provisions in succeeding regulations).

"Unit" means a Unit representing part or all of a Member's Interest in the Company.

Section IV Capital Contributions

4.1. Units. There shall be One Thousand (1,000) Units in the Company. Each Unit when duly issued and outstanding shall have the rights and obligations of such Units as set forth in this Agreement. Each Unit shall be entitled to one vote.

4.2. Initial Capital Contributions. Each Contributing Member shall contribute the property, cash, or services set forth opposite such Member's name on Exhibit A, attached hereto, in exchange for the number of Units set forth thereon. One Unit shall be issued for each One Hundred Dollars (\$100.00) contributed. Each Non-contributing Member shall be issued the number of Units set forth opposite such Member's name on Exhibit A, attached hereto, without making any capital contribution. It is the intention of the Members that each Unit when issued shall have an issue price of \$100.00 and a capital account of \$10,000.00. In the event any Member transfers the Member's Interest in the Company in accordance with the terms of this Agreement, the transferee shall succeed to the transferring Member's Capital Account to the extent such Capital Account relates to the Interest transferred. In determining the amount of any liability for purposes of this Section 4.2, Code Section 752(c) and any other applicable provisions of the Code or Regulations shall be taken into account.

4.3. Additional Capital Contributions. Members may be requested to make additional contributions to the capital of the Company in excess of their initial Capital

Contributions, upon approval by an affirmative vote of holders of at least eighty percent (80%) of all Outstanding Units. Such vote shall determine the aggregate amount of additional capital to be contributed and the aggregate number of additional Units to be issued to the members (the "New Units") who choose to participate. In the event that one or more of the Members does not contribute the required additional capital in the required time and manner, such Member or Members shall have their ownership interest in the Company diluted. Dilution shall be effected by issuing to each Member who contributes the required additional capital the number of New Units otherwise called for, plus an additional number of New Units equal to ten percent (10%) of the New Units otherwise issued to such Member.

4.4. Capital Accounts. The Company shall maintain a separate Capital Account for each Interest Holder, in accordance with the following:

4.4.1. Capital Account Defined. The term "Capital Account" shall mean, as to any Member and as to any Units held by that Member, the amount of the initial Capital Contribution attributable to the Units held by that Member, which amount shall be (1) increased by subsequent Capital Contributions by such Member and Income allocated to such Member pursuant to Section 5.2; and (2) decreased by distributions to such Member pursuant to Section 5.1 and Losses allocated to such Member pursuant to Section 5.2. Distributions shall be debited to Capital Accounts in the year containing the Record date for such distribution.

4.4.2. In-Kind Contributions. In the event in-kind contributions are made, the Capital Account of the Member shall be increased by the fair market value of the property contributed by such Member.

4.4.3. Compliance with Regulations. The foregoing definition of a Capital Account and certain other provisions of this Agreement are intended to comply with Treasury Regulation Section 1.704-1(b), including but not limited to Section 1.704-1(b)(2)(iv)(g), and shall be interpreted and applied in a manner consistent with that regulation. Regulation Section 1.704-1(b) contains additional rules governing maintenance of capital accounts that are not addressed in this Agreement. If the Manager determines that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to comply with Regulation Section 1.704-1(b) (including any future amendments thereto), the Manager may so make such modification.

4.4.4. Transfer of a Unit. An assignee of a Unit will succeed to the Capital Account relating to the Unit transferred. If, however, the transfer causes a termination of Company for tax purposes under Section 708(b)(1)(B) of the Code, the Company Property shall be deemed to have been distributed in liquidation of the Company in the Members (including the transferee of an Interest) pursuant to Section 13.2 and re-contributed by such Members and transferees in constitution of the Company. The Capital Accounts of such reconstituted Company shall be maintained in accordance with the principles of this Section.

4.4.5. Revaluation. At such times as may be permitted or required by Treasury Regulations issued pursuant to Code Section 704, the Members' Capital Accounts shall be revalued and adjusted to reflect the then fair market value of Company Property and the Capital Accounts shall be maintained to comply with

Treasury Regulation Section 1.704-1(b)(2)(iv)(f). All allocations of gain resulting from such revaluation shall be made consistently with that Regulation and, to the extent not inconsistent therewith, the Income allocation provisions of Section 5.2 of this Agreement.

4.5. Interest. No interest shall be paid by the Company on Capital Contributions, on balances in a Member's Capital Account, or on any other funds distributed or distributable under this Agreement.

4.6. Loans. Any Member may, at any time, make or cause a loan to be made to the Company in any amount and on those terms upon which the Company and the Member shall agree, but a Loan by a Member to the Company shall not be considered a Capital Contribution.

4.7. Investment Representation. Each Interest Holder hereby represents and warrants to the Manager and to the Company that the acquisition of Units of the Company is made as a principal for the Interest Holder's own account for investment purposes only and not with a view to the resale or distribution of such Units or any interest therein.

SECTION V

Allocations and Distributions

5.1. Distribution of Excess Cash. Except as may otherwise be prohibited or required by applicable law, distributions of all Cash Available for Distribution shall be made by the Manager not less frequently than quarterly. Subject to the foregoing, the Manager shall distribute Cash Available for Distribution as follows:

5.1.1. Preferred Return Distribution. Cash Available for Distributions all be distributed by the Manager first to the holders of Class A Preferred Units, in accordance with the Units held by each holder of Class A Preferred Units, until the holders of the Class A Preferred Units receive an amount of Cash Available for Distribution equal to the Preferred Return allocated to them pursuant to Subsection 5.2.1.2 of the following Section 5.2 for the current and any prior fiscal period.

5.1.2. Capital Return Distribution. Cash Available for Distribution shall be distributed by the Manager next to the holders of Class A Preferred Units, in accordance with the Units held by each holder of Class A Preferred Units, until the holders of the Class A Preferred Units receive cumulative distributions equal to 100% (one-hundred percent) of their initial Capital Contribution.

5.1.3. General Distribution. Cash Available for Distribution shall be distributed by the Manager finally to the Interest Holders in accordance with the Units held by the Interest Holders.

5.2. Allocation of Income and Loss.

5.2.1. General Rule. Except as otherwise provided herein, all items of income, gain, loss, deduction, and credit shall be allocated equally by Unit among all Interest Holders.

5.2.2. Minimum Gain Chargeback. Except as otherwise provided in Treasury Regulation Section 1.704-2(f) and notwithstanding anything to the contrary in this Section 5.2, if there is a net decrease in Company Minimum Gain during any taxable year, each Member shall be specially allocated, before any other allocations of Company items for such year, items of income and gain for such year (and, if necessary, subsequent years), in an amount and in a proportion equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulation Sections 1.704-2(f)(6), 1.704-2(g)(2), 1.704-2(j)(2)(i), and 1.704-2(i) or any successor provisions. For purposes of this Subsection 5.2.2, each Member's Capital Account balance shall be determined, and the allocation of income or gain required hereunder shall be effected, prior to application of any other allocations pursuant to this Subsection 5.2.2 with respect to such taxable year. This Subsection 5.2.2 is intended to comply with the "minimum gain charge back" requirement of Treasury Regulation Section 1.704-2(f) and shall be interpreted and applied in all respects in accordance with that Section.

5.2.3. Minimum Gain Chargeback: Member Non-recourse Debt. Notwithstanding any other Subsection of this Section 5.2, other than Subsection 5.2.2 above, if there is a net decrease in Member minimum gain (as defined in Treasury Regulation Section 1.704-2(i)(3)) attributable to a Member Nonrecourse Debt (as defined in Treasury Regulation Section 1.704-2(b)(4)) during any taxable year, each Member who has a share of the Member minimum gain attributable to such Member Nonrecourse Debt shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in the manner and in the amounts provided in Treasury Regulation Sections 1.704-2(i)(4) and 1.704-2(j)(2)(ii) or any successor provisions. For purposes of this Subsection 5.2.3, each Member's Capital Account balance shall be determined, and the allocation of income or gain required hereunder shall be effected, prior to the application of any other allocations pursuant to this Subsection 5.2.3 with respect to such taxable year. This Subsection 5.2.3 is intended to comply with the "minimum gain charge back" requirement in such Sections of the Regulations and shall be interpreted and applied in all respects in accordance therewith.

5.2.4. Income and Loss in Respect of Contributed Property. Under Regulations prescribed pursuant to Code Section 704©, items of Income and Loss with respect to property contributed to the Company by a Member shall be shared among Members so as to take account of the variation between the basis of the property to the Company and its fair market value at the time of contribution. Any items allocated under this Subsection 5.2.4 shall not be debited or credited to Capital Accounts to the extent that the item is already taken into account (upon formation or otherwise) in determining a Member's Capital Account.

5.2.5. Unexpected Adjustments, Allocations, or Distributions. In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6), items of Company income and gain shall be specially allocated to each such Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the deficit balance in such Member's Capital Account as quickly as possible, provided that an allocation pursuant to this Subsection 5.2.5 shall be made if and only to the extent that such Member would have a deficit balance in his Capital Account after all other

allocations provided for in this Section V have been tentatively made as if this Subsection 5.2.5 were not in the Agreement. This Subsection 5.2.5 is intended to comply with and shall be interpreted consistently with, the "qualified income offset" provisions of the Regulations promulgated under Code Section 704(b).

5.2.6. Nonrecourse Deductions. Nonrecourse Deductions for any fiscal year or other period shall be specially allocated to the Interest Holders in accordance with their respective Units.

5.2.7. Member Nonrecourse Deductions. Member Nonrecourse Deductions for any fiscal year or other period shall be specially allocated, in accordance with Treasury Regulation Section 1.704-2(i)(1), to the Members who bear the economic risk of loss for the nonrecourse debt (within the meaning of Treasury Regulation Section 1.704-2(b)(4)) to which such deductions are attributable.

5.2.8. Adjustments to Bases of Company Assets. To the extent an adjustment to the adjusted tax basis of any Company asset under Code Section 734(b) or 743(b) is required to be taken into account in determining capital accounts pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m), the amount of such adjustment to the capital accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such gain or loss shall be specially allocated to the Interest Holders in a manner consistent with the manner in which their capital accounts are required to be adjusted pursuant to such Section of the Regulations.

5.2.9. Regulatory Allocations. The allocations set forth in Subsections 5.2.1 through 5.2.8 of this Section 5.2 (the "Regulatory Allocations") are intended to comply with certain requirements of Treasury Regulation Sections 1.704-1(b) and 1.704-2. Notwithstanding any provisions of this Section 5.2 other than the Regulatory Allocations and the following two sentences, the Regulatory Allocations shall be taken into account in allocating other Income, Loss, and items of income, gain, loss, and deduction among the Interest Holders so that, to the extent possible, the net amount of such allocations of other income, loss, and other items and the Regulatory Allocations to each such Interest Holder if the Regulatory Allocations had not occurred. For purposes of applying the preceding sentence, Regulatory Allocations of Nonrecourse Deductions and Member Nonrecourse Deductions shall be offset by subsequent allocations of items of income and gain pursuant to this Subsection 5.2.9 only if and to the extent that: (1) the Members unanimously determine that such Regulatory Allocations are not likely to be offset by subsequent allocations under Subsections 5.2.1 through 5.2.8 hereof; and (2) there has been a net decrease in minimum gain (in the case of allocations to offset prior Nonrecourse Deductions) or a net decrease in Member Nonrecourse Debt minimum gain attributable to a Member Nonrecourse Debt (in the case of allocations to offset prior Member Nonrecourse Deductions). The Members may by unanimous agreement apply the provisions of this Subsection 5.2.9 and shall divide the allocations hereunder among the Interest Holders in a manner that minimizes the economic distortions upon the distributions to the Interest Holders that might otherwise result from the Regulatory Allocations.

5.2.10. Qualified Income Offset. In the event an Interest Holder has a deficit capital account at the end of any fiscal year that is in excess of the sum of (1) the amount that Interest Holder is obligated to restore pursuant to any provision of this Agreement; and (2) the amount that Interest Holder is deemed to be obligated to restore pursuant to the next to last sentences of each of Treasury Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5), then that Interest Holder shall be specifically allocated items of income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Subsection 5.2.10 shall be made only if and to the extent that Interest Holder would have a deficit Capital Account in excess of such sum after all other allocations provided in this Section V have been tentatively made as if Subsection 5.2.3 of this Section 5.2 and this Subsection 5.2.10 were not in this Agreement.

5.2.11. Allocations In Respect of Contributed Assets. Under Treasury Regulations promulgated under Code Section 704©, items of Income and Loss with respect to property contributed to the Company by an Interest Holder shall be shared among the Interest Holders so as to take account of the variation between the basis of the property to the Company and its fair market value at the time of contribution. The Members, by unanimous agreement, shall have the power to make such elections, adopt such conventions, and allocate income and loss as they deem appropriate to comply with Code Section 704© and any Treasury Regulations promulgated thereunder and to preserve, to the extent possible, uniformity of the Units. Any items allocated under this Subsection 5.2.11 shall not be debited or credited to capital accounts to the extent that item is already taken into account (upon formation or otherwise) in determining an Interest Holder's Capital Account.

5.2.12. Corresponding Items of Gain, Loss, and Deduction. If and to the extent that any Interest Holder is deemed to recognize income as a result of any transaction between the Interest Holder and the Company pursuant to Code Sections 482, 483, 1272, 1273, 1274, or 7872, or any similar provision now or hereafter in effect, any corresponding resulting loss or deduction of the Company shall be allocated to the Member who was charged with that income.

5.2.13. Tax Credits. All tax credits for federal or state income tax purposes shall be allocated in the same manner as Income.

5.3. Compensation or Reimbursement to the Members. Authorized amounts payable as compensation or reimbursement to the Members or to any Person other than in the Person's capacity as a Member in the Company, such as for services rendered, goods purchased, or money borrowed, shall not be treated as a distribution for purposes of this Section V.

SECTION VI

Management and Operation of Business

6.1. General Authority of the Manager. The Manager shall have complete and exclusive discretion in the management and control of the daily operations and ordinary business of the Company and shall possess all powers necessary to carry out the ordinary purposes and business of the Company; provided, however, that the Manager shall not act

contrary to any express decision of the Company adopted by a Majority Vote of the Members at a meeting of the Members called for such purpose.

6.2. Specific Duties and Authority of the Manager. The Manager shall have the full, complete, and absolute power, right, and duty to conduct the day-to-day affairs of the Company, in the Manager's own discretion, subject only to the limitations set forth in Section III, Section 6.1, and Section 6.4 (or elsewhere expressly herein), including, but not limited to, the right to:

1. Acquire, hold, develop, lease, improve, operate, encumber, sell, dispose of, dissolve, and otherwise deal with Company Property at a price and upon terms as the Manager deems to be in the best interests of the Company;
2. Acquire by purchase, lease, exchange, or otherwise, any real or personal property;
3. Borrow money and issue evidence of indebtedness and to secure the same by mortgage, deed of trust, pledge, or other lien on any assets of the Company;
4. Employ agents, employees, managers, accountants, attorneys, consultants, and other persons necessary or appropriate to carry out the business and operations of the Company, and to pay fees, expenses, salaries, wages, and other compensation to such persons;
5. Pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend, or compromise, upon such terms as the Manager may determine and upon such evidence as the Manager may deem sufficient, any obligation, suit, liability, cause of action, or claim, including taxes, either in favor of or against the Company;
6. Determine the appropriate accounting method or methods to be used by the Company;
7. Cause the Company to make or revoke any of the elections referred to in the Code;
8. Establish and maintain cash reserves for such purposes and in such amounts as the Manager deems appropriate from time to time;
9. With the consent of a Majority Vote of the Members, sell all or substantially all of the assets of the Company (which shall be deemed part of the ordinary business of the Company), except that if any license or franchise agreement is in effect, the consent of the licensor or franchisor to the transfer of any interest in such license or franchise agreement shall be obtained if required thereunder;
10. With the consent of a Majority Vote of the Members, cause the Company to cease operations; and

11. Engage in any kind of activity and to perform and carry out contracts of any kind necessary to or in connection with or identical to the accomplishment of the purposes of the Company.

6.3. Time Devoted to Business; Manner of Conduct; Reimbursement of Expenses. The Manager shall devote such time to the Company as shall be reasonably required, in the judgment of the Manager, to discharge the obligations of the Manager to the Company. Subject to the express terms of this Agreement, the Manager shall always conduct the business of the Company in a manner consistent with the best interests of the Members and the Company. The Manager shall be reimbursed on a fiscal period basis for all direct reasonable and necessary out of pocket expenses incurred on behalf of the Company. This reimbursement shall be in addition to any reimbursement as a result of indemnification pursuant to this Section VI.

6.4. Limitations on Authority of the Manger. Notwithstanding any other provision hereof, the Manager shall not have the authority to do the following acts without an affirmative authorizing vote to that effect by the holders of at least eighty percent (80%) of the Outstanding Units:

1. Borrow money in excess of One Hundred Thousand Dollars (\$100,000.00);
2. Sell any Company asset (or Company assets in related transactions) having a fair market value over One Hundred Thousand Dollars (\$100,000.00);
3. Enter into any contract that is not terminable at will involving any anticipated expenditure (or related expenditures) of over One Hundred Thousand Dollars (\$100,000.00);
4. Do any act that would make it impossible to carry on the ordinary business of the Company;
5. Compromise any claim over One Hundred Thousand Dollars (\$100,000.00);
6. Admit a Person as a Member, except as provided in this Agreement;
7. Knowingly perform any act that would subject a Member to personal liability; or
8. Take any action on any matter with respect to which a vote of the Members is specifically required under this Agreement without such vote having occurred.

6.5. Documents. The Manager shall cause to be filed all documents as may be determined by the Manager to be reasonable and necessary or appropriate for the formation or qualification and operation of the Company as a limited liability company in the State of Kansas or any other state in which the Company may elect to do business.

6.6. Outside Activities. The Manager and each Member (and Affiliates of the Manager or any Member) may have business interests and engage in business activities

in addition to those relating to the Company, including, but not limited to, business interests and activities in direct competition with the Company for its own account and for the account of others, and no provision of this Agreement shall be deemed to prohibit any Member or such Member's Affiliates (or the Manager or the Manager's Affiliates) from conducting such businesses and activities. Neither the Company nor the other Members shall have any rights by virtue of this Agreement or the relationship contemplated herein in any business ventures of any Member or any Member's Affiliates (or the Manager or the Manager's Affiliates).

6.7. Company Funds. The funds of the Company shall be deposited in an account or accounts designated by the Manager and shall not be commingled with any other funds except as the Members may unanimously approve. All withdrawals from or charges against these accounts shall be made by officers or agents of the Manager. Company funds may be invested as determined by the Manager, except in connection with acts otherwise prohibited by this Agreement.

6.8. Contracts with Affiliates. The Company may enter into contracts with Affiliates only if approved by an affirmative vote to that effect by the holders of at least eighty percent (80%) of the Outstanding Units held by Members who are not Affiliates with the contracting party or by eighty percent (80%) of all Outstanding Units if all Members are Affiliates.

6.9. Indemnification of Manager and Members.

6.9.1. General Rule. The Company, to the fullest extent permitted by law, shall indemnify and hold harmless each Member; each Member's Affiliates; the Manager; the Manager's Affiliates; and all officers, directors, trustees, members, employees, and agents of the foregoing (individually, an "Indemnatee") from and against any and all losses, claims, demands, costs, damages, liabilities, expenses of any nature (including attorneys' fees and disbursements), judgments, fines, settlements, and other amounts arising from any claims, demands, actions, suits, or proceedings (whether civil, criminal, administrative, or investigative) in which an Indemnatee may be involved or threatened to be involved, as a party or otherwise, arising out of or incidental to the business of the Company, including, but not limited to, liability under federal or state securities laws, regardless of whether an Indemnatee continues to be a Manager, Member, Affiliate, or an officer, director, trustee, partner, employee, or agent of a Manager or Member or Officer or of an Affiliate at the time any such liability or expense is paid or incurred, if (1) the Indemnatee acted in good faith and in a manner the Indemnatee reasonably believed to be in, or not opposed to, the interests of the Company, and, with respect to any criminal proceeding, had no reason to believe the Indemnatee's conduct was unlawful; and (2) the Indemnatee's conduct did not constitute actual fraud, gross negligence, or willful or wanton misconduct. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere, or its equivalent, shall not, in and of itself, create a presumption or otherwise constitute evidence that the Indemnatee acted in a manner contrary to that specified in (1) or (2) above.

6.9.2. Payment of Expenses. Expenses, including legal fees and expenses, incurred in defending any proceeding specified in Subsection 6.9.1 of this Section 6.9 shall be paid by the Company in advance of the final disposition of such

proceeding upon receipt of an undertaking (with or without security) by or on behalf of the Indemnatee to repay such amount if it shall ultimately be determined, by a court of competent jurisdiction or otherwise, that the Indemnatee is not entitled to be indemnified by the Company hereunder.

6.9.3. Non-Exclusivity; Duration. The indemnification provided by this Section 6.9 shall be in addition to any other rights to which each Indemnatee may be entitled under any agreement or Majority Vote of the Members, as a matter of law or otherwise, both as to action in the Indemnatee's capacity as a Manager, Member, an Officer, an Affiliate, or as an officer director, trustee, partner, employee, or agent of the Manager or Member, an Officer, or an Affiliate, and to action in another capacity, and shall continue as to an Indemnatee who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns, administrators, and personal representatives of such Indemnatee.

6.9.4. Insurance. The Company may purchase and maintain insurance on behalf of any one or more Indemnities and other such Persons as the Manager shall determine against any liability which may be asserted against or expense which may be incurred by such Person in connection with the Company's activities, whether or not the Company would have the power to indemnify such Person against liability under the provisions of this Agreement.

6.9.5. Satisfaction. Any indemnification hereunder shall be satisfied solely out of the assets of the Company and no Manager or Interest Holder shall be subject to personal liability by reason of these indemnification provisions.

6.9.6. Interested Transactions. An Indemnatee shall not be denied indemnification in whole or in part under this Section 6.9 solely because the Indemnatee had an interest in the transaction with respect to which the indemnification applies if the transaction was otherwise permitted by the terms of this Agreement.

6.9.7. Exclusive Benefit. The provisions of this Section 6.9 are for the exclusive benefit of the Indemnities and the heirs, successors, assigns, administrators, and personal representatives of the Indemnities and shall not be deemed to create any rights for the benefit of any other Persons.

6.10. Liability of the Manager. The Manager and its Affiliates and all officers, directors, members, partners, employees, and agents of the Manager and its Affiliates shall not be liable to the Company or to any Interest Holder for any losses sustained or liabilities incurred as a result of any act or omission of the Manager or its Affiliates or any officers, directors, members, partners, employees, or agents of the Manager or its Affiliates if (1) the Manager or its Affiliate or the directors, members, partners, employees, or agents of the Manager or its Affiliate acted in good faith and in a manner reasonably believed to be in, or not opposed to, the interest of the Company; and (2) the conduct of the Manager or its Affiliate or the directors, members, partners, employees, or agents of the Manager or its Affiliate did not constitute actual fraud, gross negligence, or willful or wanton misconduct. For purposes of this Agreement, any act or omission, if done or omitted to be done in reliance on the advice of counsel or public accountants selected by the Manager or its Affiliate or the directors, members, partners, employees, or agents of the Manager or its Affiliate with reasonable care, will be conclusively presumed to have been done or omitted

to be done in good faith and not to constitute gross negligence or willful or wanton misconduct.

6.11. Other Matters Concerning the Manager.

6.11.1. Reliance on Opinions, Reports, and Other Documents.

The Manager may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture, or other paper or document believed by the Member to be genuine and to have been signed or presented by the proper party or parties.

6.11.2. Consultation with Experts. The Manager may consult with legal counsel, accountants, appraisers, management consultants, investment bankers, and other advisers selected by the Manager (collectively, "Experts"), and any opinion of such Experts as to matters that the Manager believes to be within such Experts' professional competence shall be full and complete authorization in respect of any action taken or suffered or omitted by the Manager hereunder in good faith and in accordance with such opinion.

SECTION VII Rights and Obligations of Members

7.1. Limitation of Liability. Anything herein to the contrary notwithstanding, a Member shall not be personally liable for any debts, liabilities, or other obligations of the Company solely by reason of the Member's status as a Member, whether to the Company, any of the other Members, or creditors of the Company, and a Member shall not be obligated to restore any deficit in such Member's capital account.

7.2. Return of Capital. Subject to any Mandatory Provisions of the Kansas Act, a Member shall not be entitled to the withdrawal or return of any Capital Contribution, except to the extent, if any, distributions made pursuant to this Agreement or upon termination of the Company may be considered a Return of Capital by the Kansas Act.

7.3. Compensation for Personal Service. No Member shall be required to perform personal services for the Company solely by virtue of being a Member. Unless approved by the Members, no Member shall be entitled to compensation for services performed for the Company. However, upon substantiation of the amount and purpose thereof, the Members shall be entitled to reimbursement for expenses reasonably incurred in connection with the activities of the Company.

7.4. Rights of Members Relating to the Company.

7.4.1. Amendment of Agreement. This Agreement shall not be amended unless said amendment is approved by a Majority Vote of the Members; provided, however, that no such amendment shall be valid if it is contrary to the provisions of Sections 7.4 or 14.2 herein.

7.4.2. Information. In addition to other rights provided by this Agreement or by applicable law, a Member shall have the unrestricted right upon demand and at such Member's own expense to receive the following:

1. Any and all information regarding the status of the business and financial condition of the Company;
2. Promptly after becoming available, a copy of the Company's federal, state, and local income tax returns for each year, except that each Member shall merely be entitled to receive the Member's own Form K-1 and not the K-1s delivered to any other Member;
3. Upon notification to the Members, a current list of the name and last known business, residence, or mailing address of each Member;
4. Information regarding the Capital Contributions made by each Member;
5. Upon notification to the Members, a copy of this Agreement and the Articles of Organization, including all amendments thereto, together with copies of any written powers or attorney pursuant to which this Agreement, the Articles of Organization, and all amendments thereto have been executed;
6. For purposes of inspection and copying, any of the Company's books and records and such other information regarding the affairs of the Company without restriction; and
7. Any other information required to be furnished to the Members by law.

7.4.3. Ratification of Manager Actions. The actions of the Manager shall not be ratified except pursuant to a Majority Vote of the Members.

7.5. Restriction of Powers. Except as otherwise provided herein or by the mandatory provisions of the Kansas Act, a member shall not have the authority or power to act on behalf of or to bind the Company, the Members collectively, or any Member individually. Further, a Member shall not have the right or power to take any action which would change the Company to a general partnership, change the limited liability of a Member, or affect the status of the Company for federal income tax purposes.

SECTION VIII

Books, Records, Accounting, and Reports

8.1. Records and Accounting. The Manager shall keep or cause to be kept appropriate books and records with respect to the Company's business, including, without limitation, all books and records necessary to provide to the Members any information, lists, and copies of documents required to be provided pursuant to Section 7.4, which books shall at all times be kept at the principal office of the Company or at such other places as the Manager deems reasonable and appropriate to carry out the business of the Company.

Any records maintained by the Company in the regular course of its business may be kept on, or be in the form of, electronic data, magnetic tape, photographs, micrographics, or any their information storage device, provided that the records so kept are convertible into clearly legible written form within a reasonable period of time. The books of the Company shall be maintained, for regulatory and financial reporting purposes, on such basis of accounting as determined by the Manager; provided that, absent such determination, the books shall be kept on the accrual method. The Company books for purposes of maintaining and determining Company Capital Accounts shall be maintained in accordance with the provisions of this Agreement, Section 704 of the Code, and to the extent not inconsistent therewith, the principles described above for financial reporting and regulatory purposes.

8.2. Title to Company Property. Except as provided in the following provisions of this Subsection, all real and personal property acquired by the Company shall be acquired and held by the Company in its name. The Manager may direct that legal title to all or any portion of the Company's property be acquired or held in a name other than the Company's name. Without limiting the foregoing, the Members may cause title to be acquired and held in the Members' names or in the names of trustees, nominees, or straw parties for the Company. It is expressly understood and agreed that the manner of holding title to the Company's property (or any part thereof) is solely for the convenience of the Company and all of that property shall be treated as Company property.

8.3. Fiscal Year. The fiscal year of the Company shall be the calendar year, unless otherwise determined by a Majority Vote of the Members.

8.4. Reports. Within seventy-five (75) days after the end of each taxable year of the Company, the Manager shall cause to be sent to each Person who was a Member at any time during the taxable year then ended: (i) an annual compilation report, prepared by the Company's independent accountants in accordance with standards issued by the American Institute of Certified Public Accountants; and (ii) a report summarizing the fees and other remuneration paid by the Company to any Member, the Manager, or any Affiliate in respect of the taxable year. At the request of any Member, and at the Member's expense, the Manager shall cause an audit of the Company's books and records to be prepared by independent accountants for the period requested by the Member.

SECTION IX Tax Matters

9.1. Preparation of Tax Returns. The Manager shall arrange for the preparation and timely filing of all returns of Company income, gains, deductions, losses, and other items necessary for federal and state income tax purposes. Subject to any express provisions of this Agreement, the Manager shall have the authority to make all Company elections permitted under the Code, including, but not limited to, elections of methods of depreciation and elections under Code Section 754. The decision to make or not make an election shall be at the Manager's sole and absolute discretion. The taxable year of the Company shall be the calendar year, unless the Members shall determine otherwise by a Majority Vote of the Members.

9.2. Taxation as a Partnership. No election shall be made by the Company or any Member for the Company to be excluded from the application of any provision of

Subchapter K, Chapter 1 of Subtitle A of the Code or from any similar provisions of any state tax laws.

9.3. Tax Controversies. Subject to the provisions hereof, Russell Campbell is designated as the "Tax Matters Partner" (as defined in Section 6231 of the Code), and is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the company's affairs by tax authorities, including resulting administrative and judicial proceedings. Each Member agrees to cooperate with the Tax Matters Partner and to do or refrain from doing any or all things reasonably required by the Tax Matters Partner to conduct such proceedings.

SECTION X

Transfer of Units

10.1. Transfer Generally.

10.1.1. Transfer Defined. The term "transfer," when used in this Section X with respect to a Unit, shall be deemed to refer to a transaction by which the Member assigns all or a portion of the Member's Units, or any portion thereof, to another Person or by which the holder of an Interest assigns the Interest to another Person as the Assignee, and includes a sale, assignment, gift, pledge, encumbrance, hypothecation, mortgage, transfer by will or intestate succession, exchange, or any other disposition.

10.1.2. Manner of Transfer. No Units shall be transferred, in whole or in part, except in accordance with the terms and conditions set forth in this Section X. Any transfer or purported transfer of any Units not made in accordance with this Section X shall be null and void. If for any reason any such transfer is not null and void, then the assignee shall not be a Substitute Member, and shall have no right to participate in the Company's affairs as a Member thereof, but instead shall be entitled to receive only the share of profits or other by way of income and the return of contributions to which the transferring Member would otherwise be entitled at the time said transferring Member would be entitled to receive the same, and shall be deemed a "Substitute Limited Member." This provision is intended to limit the rights an assignee might otherwise acquire pursuant to [KRLCA § 51], as in effect on January 1, 2000, or any other applicable law, and in no event shall a Substitute Limited Member's rights exceed those rights.

10.2. Transfer of Units by a Member.

10.2.1. Conditions to Transfer. No Unit may be transferred by a Member unless the following conditions are first satisfied:

1. The holders of Fifty One percent (51%) of the Units in the Company not owned by the transferring Member consent to the transfer, which consent may be granted or withheld in each such Member's sole and absolute discretion and may be arbitrarily withheld; and

2. The transferor, transferee, each Member, and the Company each executes and files all documents necessary for the transferee to be bound by the terms hereof.

All transfer restrictions on Company Units shall be conspicuously noted in an appropriate legend on any Unit certificates issued.

10.2.2. Transfers to Minors. In no event shall any Unit be transferred to a minor or any incompetent, except by will or intestate succession.

10.2.3. Instrument of Assignment. The Company need not recognize, for any purpose, any transfer of all or any fraction of an Interest unless there shall have been filed with the Company and recorded on the Company's books a duly executed and acknowledged counterpart of the instrument making such assignment. Such instrument must (1) evidence the written acceptance by the assignee of all of the terms and provisions of this Agreement; (2) represent that such assignment was made in accordance with all applicable laws and regulations; and (3) in all other respects be satisfactory in form and substance to the Members.

10.2.4. Operating Agreement Binding. Any holder of an Interest (including a transferee thereof) conclusively shall be deemed to have agreed to comply with and be bound by all terms and conditions of this Agreement, with the same effect as if such holder had executed an express acknowledgment thereof, whether or not such holder, in fact, has executed such an express acknowledgment.

10.3. Restrictions on Transfer. Notwithstanding the other provisions of this Section X, no transfer of any Member's Units in the Company shall be made if the transfer (1) would violate applicable federal and state securities laws or rules, including regulations of the Securities and Exchange Commission, any state securities commission, or any other governmental authority with jurisdiction over the transfer; or (2) would affect the Company's qualification as a limited liability company under the Kansas Revised Limited Liability Company Act, K.S.A. § 17-7662, et seq.

10.4. Rights of First Refusal. Before any Interests of the Company may be Transferred other than to the Company, those Interests (the "Interests to be Transferred") must first be offered for sale or transfer in accordance with the provisions of this Section. The Member proposing the transfer (a "Selling Member") must first obtain a bona fide written offer (the "Offer") for the Transfer of the Interests to be Transferred, which contains all of the terms and conditions relating to the offer, including all contracts, exhibits, and side agreements relating thereto. The Offer shall be signed by the prospective transferee and shall state the name, home address, office address, and principal employment or occupation of the prospective transferee, together with the price (if any) that the prospective transferee is willing to pay for the Interests as of the date of the Offer. The Offer shall include a current personal financial statement of the prospective transferee. The Selling Member shall indicate his conditional acceptance of the Offer in writing on the Offer itself, which acceptance shall be conditioned solely upon the provisions of this Agreement first being complied with and no option being exercised hereunder. Said acceptance shall constitute a conditional acceptance of the offer.

The Selling Member shall thereupon give notice of the Offer (the "Notice of Offer") to all other Members (the "Other Members"). The conditionally accepted Offer shall also

be sent, by certified mail, to the prospective transferee at the same time the Notice of Offer is given to the Other Members. The Notice of Offer shall state that the Selling Member has received a bona fide Offer that he has accepted conditioned solely upon the provisions of this Agreement being complied with and no options being exercised hereunder. The Offer, with the conditional acceptance indicated thereon, shall be enclosed with and shall form part of the Notice of Offer. The Notice of Offer shall otherwise be invalid.

The Company shall have thirty (30) days after the Notice of Offer is given in which to exercise an option to acquire all, but not less than all, of the Interests to be Transferred. This option shall be exercised by delivering a check in the amount of the price (if any) to be paid for the Interests to be Transferred pursuant to the Notice of Offer as determined on the date of the Offer, to the Selling Member or to a third-party escrow agent, which may be any federally chartered bank having a place of business in the State of Kansas. A written notice stating that the Company is exercising its rights hereunder shall accompany the check. The Company shall simultaneously send a copy of said notice to the Other Members.

Forthwith upon receipt of such notice, the Selling Member shall endorse in blank his certificate(s) representing the Interests to be Transferred and deliver them to the Company, free and clear of all liens, claims, and encumbrances. Upon delivery of the certificates, the escrow agent (if any) shall pay the purchase price to the Selling Member.

In the event the Company fails to exercise its option within said thirty-day period, the Other Members shall have an additional twenty (20) day period after said thirty-day period expires in which to exercise an option to purchase all, but not less than all, of the Interests to be Transferred for the price (on a per-unit basis) and terms set forth by the prospective purchaser in the Notice of Offer. Each such Other Member shall be entitled to acquire a portion of the Interests to be Transferred that bears the same ratio to all of the Interests to be Transferred as the amount of Interests in the Company owned by such Other Member bears to all of the Interests in the Company owned by the Other Members. Said option may only be exercised by the payment of the price (on a per unit basis, determined as of the date of the Offer) specified in the Notice of Offer to either the Selling Member or with an escrow agent meeting the above requirements retained by the Company for the purpose of receiving funds hereunder.

If fewer than all of the Other Members exercise the option set forth in the preceding paragraph, then the Other Members exercising that option shall be forthwith notified of that fact by the Company and shall have an additional fifteen (15) days after giving such notice to exercise an option to acquire all of the Interests to be Transferred as to which no option has been exercised pursuant to the rights of first refusal set forth above. Unless otherwise agreed among them, each such Other Member previously exercising his or her option shall be entitled to acquire a portion of the remaining Interests to be Transferred that bears the same ratio to all of the remaining Interests to be Transferred as the amount of Interests in the Company owned by such Other Member bears to all the Interests in the Company owned by the Other Members previously exercising their options. The option may only be exercised by payment of the price (on a per-unit basis determined as of the date of the Offer) specified in the Notice of Offer the Selling Member or escrow agent set forth above.

In the event the foregoing option(s) are not exercised with said option period(s), such that all of the Interests to be Transferred are acquired, then *no* option for any of the Selling Member's units shall be deemed to have been exercised hereunder, and the Selling

Member shall be free to Transfer said Interests in strict accordance with the other provisions of this Operating Agreement. The Selling Member or third-party escrow agent shall refund to the Company or any Other Member depositing money hereunder the amount he, she, or it deposited. In the event option(s) are so exercised for all of the Selling Member's Interests, then the Selling Member shall forthwith endorse his certificates in blank and deliver them to the Company free and clear of all liens, claims, and encumbrances, for transfer to the Company or any Other Members acquiring the same, and any escrow agent shall thereupon disburse any portion of the option price held by the escrow agent to the Selling Member.

10.5. Issuance of Certificates. At the discretion of the Manager, the Company may, but shall not be required to, issue one or more Certificates in the name of a Member evidencing the number of Units issued to that Member. Upon the transfer of a Unit in accordance with this Section X, the Company shall, if certificates have been issued, issue replacement Certificates in accordance with procedures established by the Manager in the Manager's sole discretion. All Certificates must contain legends required by this Agreement or otherwise required by law.

10.6. Lost, Stolen, or Destroyed Certificates. The Company shall issue a new Certificate in place of any Certificate previously issued if the Record Holder of the Certificate:

1. Makes proof by affidavit, in form and substance satisfactory to the Manager, that a previously issued Certificate has been lost, stolen, or destroyed;
2. Requests the issuance of a new Certificate before the Company receives notice that the Units evidenced by the lost, stolen, or destroyed Certificate have been acquired by a purchaser for value, in good faith, and without notice of an adverse claim;
3. If requested by the Manager, delivers to the Company a bond, in form and substance satisfactory to the Manager, with surety or sureties and with fixed or open penalty as the Manager may direct in the Manager's sole discretion to indemnify the Company against any claim that may be made on account of the alleged loss, destruction, or theft of the Certificate; and
4. Satisfies any other reasonable requirements imposed by the Manager.

The Company shall be entitled to treat each Record Holder as the Member or Assignee in fact of any Units and, accordingly, shall not be required to recognize any equitable or other claim or interest in or with respect to the Units on the part of any other Person, regardless of whether it has actual or other notice thereof.

10.7. Distributions and Allocations in Respect of a Transferred Ownership Interest. If any Member sells, assigns, or transfers any part of the Member's Interest in the Company during any accounting period in compliance with the provisions of this Section X, Company income, gain, deductions, losses, and credits attributable to such interest for the respective period shall be divided and allocated between the transferor and the

transferee by taking into account their varying Interests during the applicable accounting period in accordance with I.R.C. § 706(d), using the daily proration method. All Company distributions on or before the effective date of such transfer shall be made to the transferor, and all such Company distributions thereafter shall be made to the transferee. Solely for purposes of making Company tax allocations and distributions, the Company shall recognize a transfer on the day following the day of transfer. Neither the Company nor the Members shall incur any liability for making Company allocations and distributions in accordance with the provisions of this Sections, whether or not the Members or the Company has knowledge of any transfer of any interest in the Company or part thereof where the transferee is not admitted as a Substituted Member.

SECTION XI

Admission of Substitute and Additional Members

11.1. Admission of Substitute Members. Upon transfer by a Member of an Interest in the Company in accordance with Section X (but not otherwise), the transferor shall have the power to give, and by transfer of any Certificate issued shall be deemed to have given, the transferee the right to apply to become a Substitute Member with respect to the Interest acquired, subject to the conditions of and in the manner permitted under this Agreement. A transferee of a certificate representing an Interest shall be a mere assignee with respect to the transferred Interest (whether or not such transferee is a Member or Substitute member with respect to other previously acquired Interests), unless and until all of the following conditions are satisfied:

1. The instrument of assignment sets forth the intentions of the assignor that the assignee succeed to the assignor's Interest as a substituted Member in the assignor's place;
2. The assignor and assignee shall have fulfilled all other requirements of this Agreement;
3. The assignee shall have paid all reasonable legal fees and filing costs incurred by the Company in connection with its substitution as a Member; and
4. Members holding fifty one percent (51%) of the Interests in the Company not held by the assignor shall have approved such substitution in writing, which approval may be granted or withheld by each such Member in its sole and absolute discretion and may be arbitrarily withheld, and the Members shall have modified the books and records of the Company to reflect the admission.

The admission of an Assignee as a Substitute Member with respect to a transferred Unit shall become effective on the date the Members give their unanimous written consent to the admission and the Manager modifies the books and records of the Company to reflect such admission. Any Member who transfers all of its Units with respect to which it had been admitted as a Member shall cease to be a Member of the Company upon a transfer of such Units in accordance with Section X and the execution of an acceptance form for this Agreement by the transferee and shall have no further rights as a Member in or with respect to the Company, whether or not the Assignee of such former Member is admitted to the Company as a Substitute Member.

11.2. Admission of Additional Members. Additional Units may be authorized and issued by the Company upon such terms and conditions as may be approved by a vote of Members holding at least eighty percent (80%) of all Outstanding Units. There shall be no preemptive rights upon the issuance of any new Units.

SECTION XII

Withdrawal or Removal of the Manager or Members

12.1. Withdrawal of a Member. No Member shall have the right to withdraw from the Company without the consent of all remaining Members.

12.2. Removal of a Member. No Member shall be involuntarily removed as a Member.

12.3. Withdrawal of the Manager. If the Manager desires to withdraw as manager of the Company, the Manager shall give written notice of such fact to each Member. Thereupon, a meeting of the Members shall be called by the Manager, at which time the Members by a Majority Vote of the Members shall:

1. Name a replacement manager, in which event the necessary papers shall be forthwith executed and filed reflecting such substitution; or
2. Decide by unanimous vote of such Members to amend the Articles of Organization to provide for direct management of the Company by the Members, in which event the necessary papers shall be forthwith executed and filed reflecting such amendment; or
3. Decide, by a unanimous vote of the Members, to dissolve the Company.

The foregoing procedures shall likewise be followed in the event of the death, permanent disability, or temporary disability lasting more than ninety (90) days of the Manager.

12.4. Removal of the Manager. The Manager shall, without further action, be deemed to have been removed if, but only if, by a Majority Vote of the Members the Members shall have affirmatively voted in favor of such removal, either with or without cause, and such Members shall have selected a successor (under the same selection provisions as are set forth in Section 12.3) willing to serve as manager or have amended the Articles of Organization to provide for direct management by the Members.

SECTION XIII

Dissolution and Liquidation

13.1. Voluntary Dissolution. The Company shall be voluntarily dissolved only upon the unanimous written consent of the Members.

13.2. Continuation of Business Upon Termination of the Last Remaining Member. Upon termination of membership of the last remaining Member of the Company, the Company will not be dissolved if, within sixty (60) days of such termination, that Member's personal representative (the "Representative") agrees to continue the business

of the Company and the Representative admits the Representative or the Representative's nominee or designee as a Member of the Company, effective as of the date the last remaining Member's membership terminated.

13.3. Liquidation. Upon dissolution of the Company, the Manager or, if the Manager is unwilling or unable to serve, a liquidator or liquidating committee approved by a Majority Vote of the Members shall be responsible for the liquidation. The Person or Persons who assume such responsibility are referred to herein as the "Liquidator." The Liquidator (if other than the Manager) shall be entitled to receive such compensation for the Liquidator's services as may be approved by the Members. The Liquidator shall agree not to resign at any time without fifteen (15) days prior written notice to the Members and may be removed at any time, with or without cause, by notice of removal approved by the Members. Upon dissolution, removal, or resignation of the Liquidator, a successor and substitute Liquidator (who shall have and succeed to all rights, powers, and duties of the original Liquidator) shall within thirty (30) days thereafter be selected by a Majority of the Members. The right to appoint a successor or substitute Liquidator in the manner provided herein shall be recurring and continuing for so long as the functions and services of the Liquidator are authorized to continue under the provisions hereof, and every reference herein to the Liquidator will be deemed to refer also to any such successor or substitute Liquidator appointed in the manner herein provided. Except as expressly provided in this Section XIII, the Liquidator appointed in the manner provided herein shall have and may exercise without further authorization or consent of any of the parties hereto, all of the powers conferred upon the Manager under the terms of this Agreement (but subject to all of the applicable limitations, contractual and otherwise, upon the exercise of such powers) to the extent necessary or desirable in the good faith judgment of the Liquidator to carry out the duties and functions of the Liquidator hereunder for and during such period of time as shall be reasonably required in the good faith judgment of the Liquidator to complete the winding up and liquidation of the Company. The Liquidator shall, subject to all of the limitations placed on the powers and rights of the Manager herein, liquidate the assets of the Company and apply and distribute the proceeds of such liquidation, together with any remaining Cash Available for Distribution, in the following order of priority, unless otherwise required by mandatory provisions of applicable law:

1. To those liabilities of creditors, in the order of priority provided by law, except those liabilities to Members on account of their capital contributions;
2. Next, to the establishment of any reserves for any contingent liabilities or obligations of the Company, as deemed necessary by the Members or the Liquidator;
3. Next, to the holders of Class A Preferred Units to the extent of their Preferred Return for the current and any prior years including any accumulated interest thereon;
4. Next, to the holders of the Class A Preferred Units to the extent of their Capital Contributions, reduced by Capital Return Distributions previously made by the Company; and
5. The balance, to the Members in accordance with their Capital Accounts.

Unless the members shall unanimously otherwise determine, all of the distributions shall be made in cash, and none of the assets may be distributed in kind to the Members or any of them.

13.4. Return of Capital. The Members shall not be personally liable for the return of any Member's Capital Contribution or any portion thereof. The return of Capital Contributions shall be made solely from Company assets.

SECTION XIV

Amendment of Agreement; Meetings; Record Date

14.1. Amendments.

14.1.1. Authority of the Manager to Amend. The Manager, without the approval of any Interest Holder, may amend any provision of this Agreement and execute, swear to, acknowledge, deliver, file, and record whatever documents may be required in connection therewith to reflect any of the following:

1. A change in the name of the Company or the location of the principal place of business of the Company; and
2. Admission or substitution of Members in accordance with this Agreement; and
3. A change that is required or contemplated by this Agreement or is otherwise herein permitted to be made by the Manager acting alone.

14.1.2. Amendments Requiring Member Approval. Except as otherwise expressly provided herein, all amendments to this Agreement shall be made if, but only if, the Members approve the amendment either by unanimous consent in writing or by a Majority Vote of the Members at a meeting of such Members.

14.2. Limitations on Amendments. Notwithstanding Section 14.1 or any other provision of this Agreement, no amendment to this Agreement may, without the unanimous approval of all the Members accomplish the following:

1. Enlarge the obligations of any Member under this Agreement; or
2. Modify the rights of any Indemnitee hereunder or the right of the Members, Officers, and their Affiliates and others to engage in other activities without the consent of the Members; or
3. Amend this Section 14.2 or Section 14.1, Section 6.3, Section 6.8, or Section 7.3 of this Agreement.

14.3. Meetings. Meetings of the Members may be called by Members owning fifty one percent (51%) or more of all Outstanding Units and otherwise as set forth in the Kansas Act.

14.4. Notice. The Members calling a meeting shall give written notice of the meeting to each Member entitled to vote at the meeting. The notice shall be delivered not less than ten (10) and not more than ninety (90) days before the appointed meeting date and shall state the time, place, and purposes of the meeting.

14.5. Waiver of Notice; Consent to Meeting; Approval of Minutes. Notwithstanding Section 14.4, the transactions of any meeting of the Company, however called and noticed and whenever held, are as valid as though they occurred at a meeting held after regular call and notice, if (1) a quorum is present either in person or by proxy; and (2) either before or after the meeting, each of the Members entitled to vote but not present at the meeting in person or by proxy approves by signing a written waiver of notice or an approval to the holding of the meeting or an approval of the minutes thereof. All waivers, consents, and approvals shall be filed with the Company records or made a part of the minutes of the meeting. Attendance of a Member at a meeting shall constitute a waiver of notice of the meeting, except when such Member objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Attendance at a meeting is not a waiver of any right to object to the consideration of matters required to be included in the notice of the meeting but not so included, if the objection is expressly made at the meeting.

14.6. Adjournment. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting, if the time and place thereof are announced at the meeting at which the adjournment is taken, unless such adjournment shall be for more than forty-five (45) days. At the adjourned meeting, the Company may transact any business which might have been transacted at the original meeting. If the adjournment is for more than forty-five (45) days, a notice of the adjourned meeting shall be given in accordance with Section 14.4 of this Section XIV.

14.7. Quorum. The holders of more than fifty one percent (51%) of the Units entitled to vote, represented in person or by proxy, shall constitute a quorum at any meeting of the Members. The Members present at a duly called or held meeting at which a quorum is present may continue to participate at such meeting until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, if any action taken (other than adjournment) is approved by the requisite percentage of Units specified in this Agreement. In the absence of a quorum, any meeting of Members may be adjourned from time to time by the affirmative vote of a majority of the Units entitled to vote and represented either in person or by proxy, but no other matters may be proposed, approved, or disapproved, except as provided in Section 14.8.

14.8. Action by Unanimous Consent. Any action that may be taken by a vote of the Members may be taken without a meeting if a consent to such action is signed by all Members entitled to vote on the action.

SECTION XV

Miscellaneous Provisions

15.1. Addresses and Notice. Unless contrary provisions are expressly set forth herein, all notices of any kind shall be in writing and shall, at the option of the party giving the notice, be (1) personally delivered; (2) delivered by reputable overnight carrier; (3) sent by telefax; or (4) sent by certified or registered mail, postage prepaid, return receipt

requested, to the person entitled to receive the notice at the last address provided in writing by such person to the other signatory hereto. All such notices shall be deemed given on the date the notice is actually received at the address indicated.

15.2. Titles and Captions. All article and Section titles or captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and in no way define, limit, extend, or describe the scope or intent of any provisions hereof. Except as specifically provided otherwise, references to "Articles" and "Sections" are to Articles and Sections of this Agreement.

15.3. Pronouns and Plurals. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns, and verbs shall include the plural and vice versa.

15.4. Further Action. The parties to this Agreement shall execute and deliver all documents, provide all information, and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this Agreement.

15.5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives, and permitted assignees.

15.6. Integration. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

15.7. Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the parties hereto.

15.8. Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach or any other covenant, duty, agreement, or condition.

15.9. Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute an agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart. Each party shall become bound by this Agreement immediately upon affixing its signature hereto, independently of the signature of any other party.

15.10. Applicable Law. This Agreement shall be construed in accordance with and governed by the internal laws of the State of Kansas, without regard to the principles of conflicts of law.

15.11. Invalidity of Provisions. If any provision of this Agreement is or becomes invalid, illegal, or unenforceable in any respect, and if the rights and obligations of the parties to this Agreement will not be materially and adversely affected thereby, (1) such provision will be fully severable; (2) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; (3) the remaining provisions of this Agreement will remain in full force and effect and not be

affected by the illegal, invalid, or unenforceable provision or by its severance here from; and (4) in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as is possible.

15.12. Disputes. Any and all actions in law, equity, or otherwise arising under this Agreement, or in any manner from the transactions contemplated herein, shall be brought either in the United States District Court for the District of Kansas, sitting in Sedgwick County, Kansas, or the Eighteenth Judicial District, District Court, Sedgwick County, Kansas, and in no other court or jurisdiction. Each party hereto hereby consents to the jurisdiction of said courts. This contract shall be deemed to have been made in Wichita, Kansas.

15.13. Drafting. No provision of this Agreement shall be interpreted for or against any party hereto on the basis that such party was the draftsman of such provision, and no presumption or burden of proof shall arise disfavoring or favoring any party by virtue of the authorship of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in counterparts on this 5th day of May, 2006.


Russell Campbell, Managing Member

November 21, 2024

Canyon County Development Services

111 N 11th Ave.

Caldwell, ID 83605

RE: Croft Special Events Facility | Conditional Use Permit

We are excited to introduce a new special events facility that celebrates the rural beauty of Idaho. This facility, located adjacent to 8847 McDermott Rd. Kuna, 83634, will include a main banquet building, an event patio, outdoor celebration locations, and a beautiful greenhouse. The venue is designed to embrace the farmland's natural beauty and incorporate these elements into its operation.

The owner, a member of this community and partner of a successful restaurant and bar in operation for over 10 years is determined to make this venue a community asset. Leveraging over six years of full-time event and wedding planning experience and coordinating over 50 events annually, the owner aims to create a venue that serves clients and guests while maintaining a peaceful and respectful relationship with neighbors and the surrounding community.

Business Operation

The proposed facility will be built on 3 acres of a 41-acre agricultural property, with the remaining land continuing as active farmland and the owners primary residence. This facility will host events such as weddings, parties, holiday events, educational spaces (e.g., FFA, agriculture, and 4H), community gatherings and meeting space. The focus is to create a versatile space for the local community while preserving agricultural practices. We do not intend to host large-scale festivals or concerts.

- **Employees**
 - o The facility will create jobs in site management, event assistance, landscaping, cleaning, and setup/teardown roles.
- **Hours of Operation**
 - o Sunday–Thursday: 9:00 AM to 10:00 PM (noise ends by 9:00 PM).
 - o Friday–Saturday: 9:00 AM to midnight (noise ends by 10:00 PM inside and 9:00 PM outside).
- **Delivery/Shipping**
 - o Deliveries will occur via the McDermott access road, minimizing disruption to neighbors.
 - o Compliance with County Zoning and Plans
- **Zoning**
 - o The property is zoned agricultural, and a Conditional Use Permit (CUP) is required for this facility.
- **2030 Comprehensive Plan**
 - o Aligns with goals to support a diverse economy and balance agricultural preservation with non-agricultural uses.
 - o Promotes community strength by offering a gathering place and preserving farmland, avoiding potential large subdivision developments.

Potential Impacts and Mitigation

- **Noise**
 - o A sound engineer will design an in-house sound system to maintain compliance with noise ordinances. Building openings are strategically placed to minimize noise impact to nearby neighbors and property.

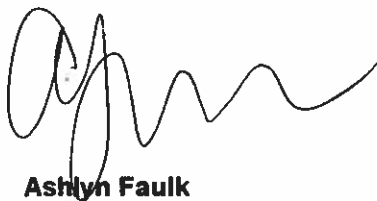
- Traffic
 - o Nampa Highway District has confirmed sufficient stopping distances and visibility on McDermott Road. Mitigation measures include speed limits, speed bumps (if necessary), and gated access to control vehicle movement.
- Dust
 - o Traffic-related dust will be managed by maintaining the roadway and implementing speed controls.
- Garbage
 - o Onsite staff will manage waste to prevent litter from affecting neighboring properties.
- Utilities
 - o Water, sewer, and stormwater systems will comply with county requirements. Details will be submitted with engineering plans.
- Access
 - o Legal access will be demonstrated via the site plan.

Action Plan

Facility operations are planned to commence following the approval of the Conditional Use Permit (CUP), building and site permits, and the completion of construction. Our goal is to have the facility fully operational by Spring of 2026, offering a versatile and welcoming space that meets the needs of our community for years to come.

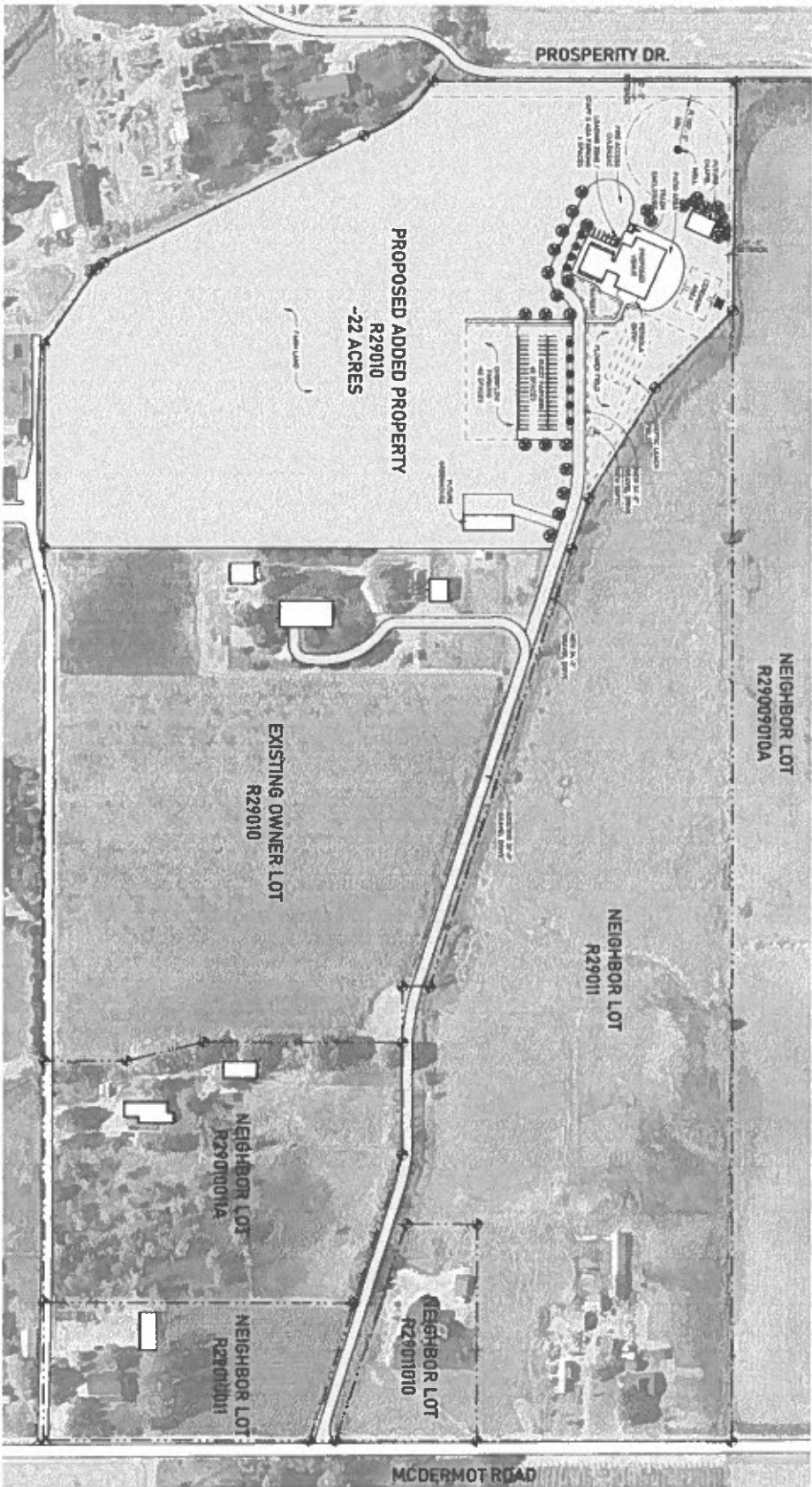
- Noise Mitigation
 - o Events will follow county noise ordinances, and noise limits will be enforced using professional-grade in-house sound systems.
- Public and Private Use
 - o The venue is a private facility operating on a per-event rental basis.
- Site Improvements and Amenities
 - o The property will feature ADA-compliant restrooms, parking, and vendor access.
 - o Landscaping enhancements will improve aesthetics and provide a welcoming environment.
 - o The greenhouse and main building will integrate seamlessly with the agricultural setting, offering an attractive and functional design.

We appreciate your consideration and are committed to working collaboratively with neighbors and county officials to create a space that benefits everyone while preserving the area's agricultural heritage.



Ashlyn Faulk

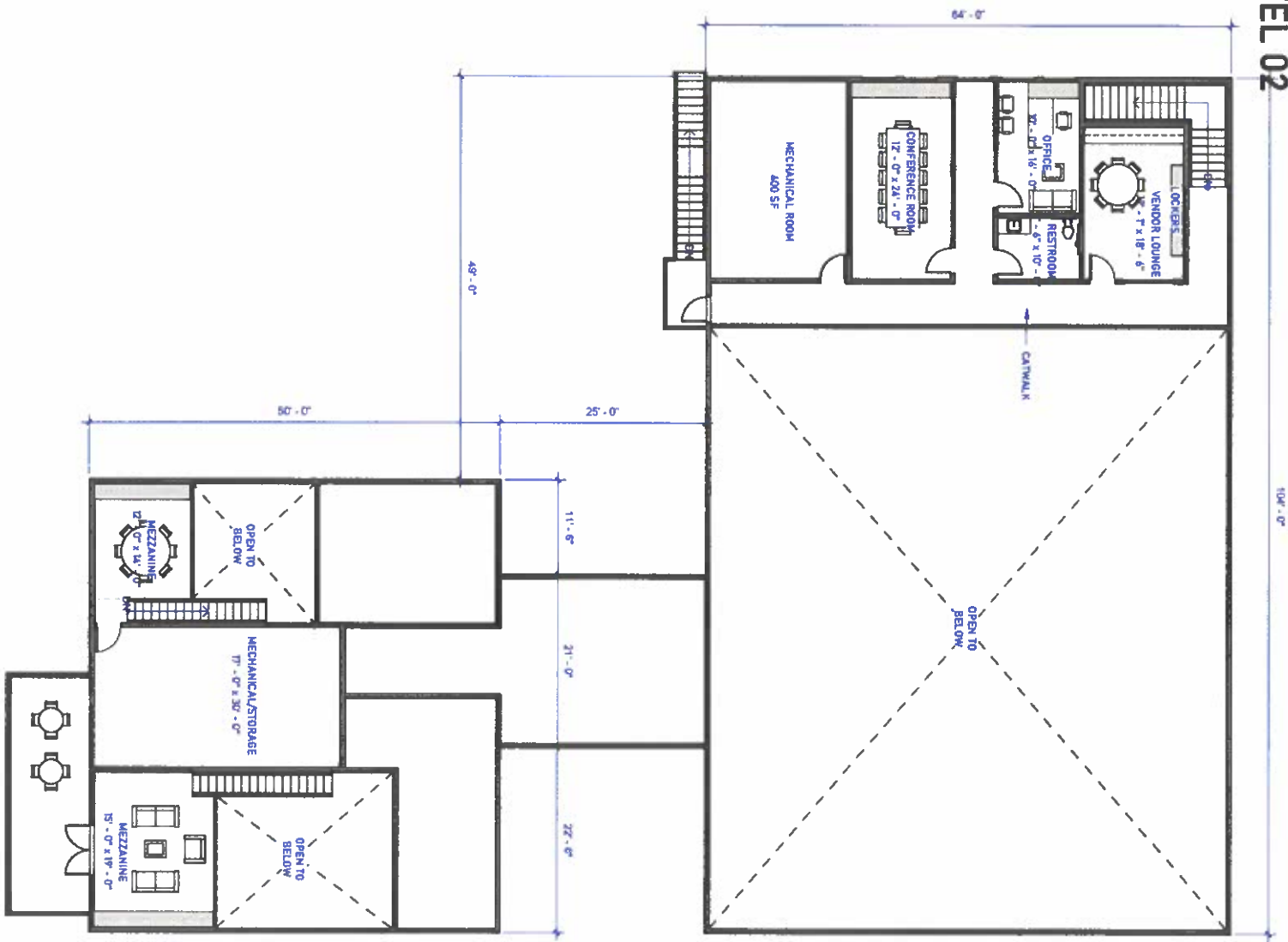
CROFT VENUE
SITE PLAN
SCALE: 1" = 200'-0"



CROFT VENUE

FLOOR PLAN - LEVEL 02

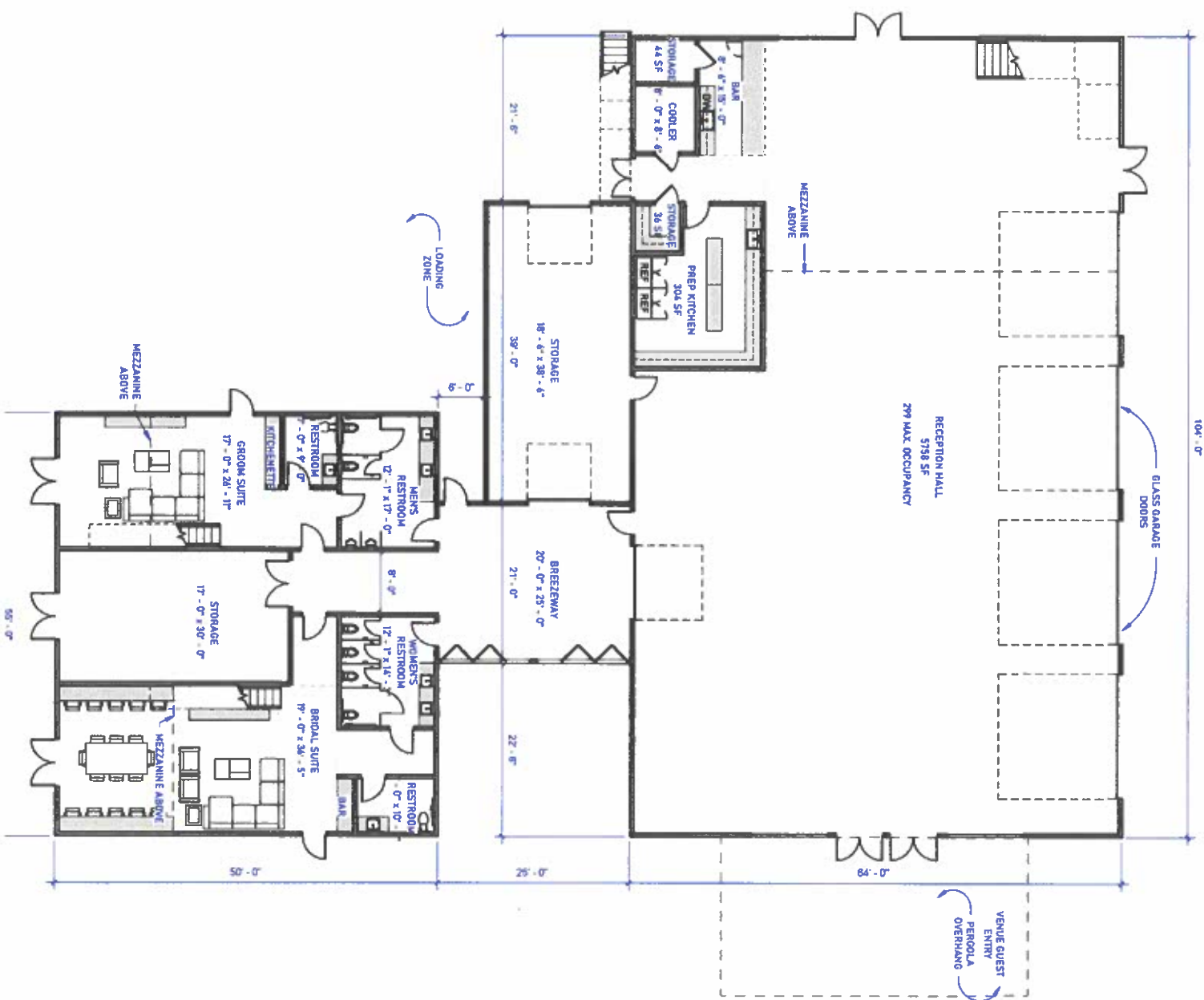
SCALE: 1" = 20'-0"



CROFT VENUE

FLOOR PLAN - LEVEL 01

SCALE: 1" = 20'-0"



Notice of Neighborhood Meeting
Conditional Use Permit
Pre-Application requirement for a Public Hearing

November 11th, 2024

Dear Neighbor,

We are in the process of submitting an application for a Conditional Use Permit to Canyon County Development Services (DSD). One of the requirements necessary prior to submitting the application is to hold a "neighborhood meeting" and provide information to our surrounding neighbors (Canyon County Zoning Ordinance 07-01-15).

This meeting is for informational purposes and to receive feedback from you as we move through the application process. This is not a Public Hearing before a governing body of the County. Once our application has been submitted and processed, a public hearing date will be scheduled. Prior to the scheduled date you will receive an official notification from Canyon County DSD regarding the Public Hearing via postal mail, newspaper publication, and/or a display on the property for which the Conditional use Permit is applied.

The Neighborhood Meeting details are as follows:

Date: Thursday, November 21st 2024

Time: 4:00 pm

Location: 8847 N McDermott Road, Kuna ID 83634

Property description: Ag Zoning

The project is summarized below:

Site Location: 8847 N McDermott Road, Kuna ID 83634

Proposed access: McDermott Road

Total acreage: 19.67 acres

Proposed lots: n/a

We look forward to the neighborhood meeting and encourage you to attend. At that time we will answer any questions you may have.

Please do not call Canyon County Development Services regarding this meeting. This is a PRE-APPLICATION requirement and we have not submitted the application for consideration at this time. The County currently has no information on this project.

If you have any questions prior to the meeting, please contact us at [REDACTED] or by email at [REDACTED]

Sincerely,
Austin and Ashlyn Faulk

NEIGHBORHOOD MEETING SIGN-UP

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

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

zoninginfo@canyoncounty.id.gov

Phone: 208-454-7458

Fax: 208-454-6633



NEIGHBORHOOD MEETING SIGN UP SHEET

CANYON COUNTY ZONING ORDINANCE §07-01-15

Applicants shall conduct a neighborhood meeting for any proposed comprehensive plan amendment, zoning map amendment (rezone), subdivision, variance, conditional use, zoning ordinance map amendment, or other requests requiring a public hearing.

SITE INFORMATION

Site Address: 4198 Deer Flat Rd	Parcel Number: R29009010A & R29010	
City: Luna	State: ID	ZIP Code: 83634
Notices Mailed Date: 11/11/2024	Number of Acres: 41	Current Zoning: A7
Description of the Request: conditional use permit for a special events facility		

APPLICANT / REPRESENTATIVE INFORMATION

Contact Name: Austin & Ashlyn Faulk		
Company Name: n/a		
Current address: 8847 McDermott Road		
City: Luna	State: ID	ZIP Code: 83634
Phone: [REDACTED]		Fax: n/a
Email: [REDACTED]		

MEETING INFORMATION

DATE OF MEETING: 11/21/2024	MEETING LOCATION: 8847 McDermott Rd	
MEETING START TIME: 4:00 pm	MEETING END TIME: 5:05 pm	
ATTENDEES: 7		
NAME (PLEASE PRINT)	SIGNATURE:	ADDRESS:
1. Ashlyn Faulk	[Signature]	8847 McDermott Rd
2. Austin Faulk	[Signature]	8847 McDermott Rd
3. Jon Rokorney	[Signature]	8605 McDermott
4. Teren Rokorney	[Signature]	8211 S McDermott
5. Barbara Davis	[Signature]	8502 McDermott
6. Ian Hoffman	[Signature]	1820 N 7th St Boise ID
7. Ken Grobarch	[Signature]	8513 McDermott
8.		
9.		


10.
11.
12.
13.
14.
15.
16.
17.
18.
19.
20.

NEIGHBORHOOD MEETING CERTIFICATION:

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accordance with Canyon County Zoning Ordinance § 07-01-15.

APPLICANT/REPRESENTATIVE (Please print):

ASHLYN FAULK

APPLICANT/REPRESENTATIVE (Signature): 

DATE: 11 / 21 / 24

LAND USE WORKSHEET

PLEASE CHECK ALL THAT APPLY TO YOUR REQUEST:

GENERAL INFORMATION

1. **DOMESTIC WATER:** ☒ Individual Domestic Well ☐ Centralized Public Water System ☐ City
☐ N/A – Explain why this is not applicable: _____
☒ How many Individual Domestic Wells are proposed? 1

2. **SEWER (Wastewater)** ☒ Individual Septic ☐ Centralized Sewer system
☐ N/A – Explain why this is not applicable: _____

3. **IRRIGATION WATER PROVIDED VIA:**
☒ Surface ☒ Irrigation Well ☐ None

4. **IF IRRIGATED, PROPOSED IRRIGATION:**
☒ Pressurized ☒ Gravity

5. **ACCESS:**
☐ Frontage ☒ Easement Easement width 50' - currently being updated Inst. # 9613189

6. **INTERNAL ROADS:**
☐ Public ☒ Private Road User's Maintenance Agreement Inst # 9626312 - currently being updated

7. **FENCING** ☐ Fencing will be provided (Please show location on site plan)
Type: _____ Height: _____

8. **STORMWATER:** ☒ Retained on site ☐ Swales ☐ Ponds ☐ Borrow Ditches
☐ Other: _____

9. **SOURCES OF SURFACE WATER ON OR NEARBY PROPERTY:** (i.e. creeks, ditches, canals, lake)
ditches

RESIDENTIAL USES**1. NUMBER OF LOTS REQUESTED:**

- ☐ Residential _____ ☐ Commercial _____ ☐ Industrial _____
☐ Common _____ ☐ Non-Buildable _____

2. FIRE SUPPRESSION:

☒ Water supply source: holding tank(s)

3. INCLUDED IN YOUR PROPOSED PLAN?

- ☐ Sidewalks ☐ Curbs ☐ Gutters ☐ Street Lights ☐ None

NON-RESIDENTIAL USES**1. SPECIFIC USE:** special events**2. DAYS AND HOURS OF OPERATION:**

- | | | | |
|------------------------------------|-----------|----|------------|
| <input type="checkbox"/> Monday | <u>9a</u> | to | <u>9p</u> |
| <input type="checkbox"/> Tuesday | <u>9a</u> | to | <u>9p</u> |
| <input type="checkbox"/> Wednesday | <u>9a</u> | to | <u>9p</u> |
| <input type="checkbox"/> Thursday | <u>9a</u> | to | <u>9p</u> |
| <input type="checkbox"/> Friday | <u>9a</u> | to | <u>10p</u> |
| <input type="checkbox"/> Saturday | <u>9a</u> | to | <u>10p</u> |
| <input type="checkbox"/> Sunday | <u>9a</u> | to | <u>9p</u> |

3. WILL YOU HAVE EMPLOYEES? ☒ Yes If so, how many? ~100 ☐ No**4. WILL YOU HAVE A SIGN?** ☐ Yes ☒ No ☐ Lighted ☐ Non-Lighted

Height: _____ ft Width: _____ ft Height above ground: _____ ft

What type of sign: _____ Wall _____ Freestanding _____ Other _____

5. PARKING AND LOADING:

How many parking spaces? 126

Is there is a loading or unloading area? yes

ANIMAL CARE-RELATED USES

1. MAXIMUM NUMBER OF ANIMALS: _____

2. HOW WILL ANIMALS BE HOUSED AT THE LOCATION?

☐ Building ☐ Kennel ☐ Individual Housing ☐ Other _____

3. HOW DO YOU PROPOSE TO MITIGATE NOISE?

☐ Building ☐ Enclosure ☐ Barrier/Berm ☐ Bark Collars

4. ANIMAL WASTE DISPOSAL

☐ Individual Domestic Septic System ☐ Animal Waste Only Septic System

☐ Other: _____



AGENCY ACKNOWLEDGMENT

Date: 11/6/2024

Applicant: AUSTIN & ASHLYN FAULK

Parcel Number: _____

Site Address: _____

OFFICIAL USE ONLY BELOW THIS LINE – ACKNOWLEDGMENT ACTION:

Southwest District Health:

☒ Applicant submitted/met for official review.

Date: 11/06/2024 Signed: _____

Anthony Lee
Authorized Southwest District Health Representative
(This signature does not guarantee project or permit approval)

Fire District:

District: _____

☐ Applicant submitted/met for official review. - In process, see correspondence

Date: _____ Signed: _____

Authorized Fire District Representative
(This signature does not guarantee project or permit approval)

Highway District:

informal

District: _____

☒ Applicant submitted/met for official review.

Date: 11-6-24 Signed: _____

Nampa Hwy. Dist. #1
Sharon Thiel
Authorized Highway District Representative
(This signature does not guarantee project or permit approval)

Irrigation District:

District: _____

☒ Applicant submitted/met for official review.

Date: 11-6-2024 Signed: _____

Boise-Kuna Irrigation District
Shirley Flores
Authorized Irrigation Representative
(This signature does not guarantee project or permit approval)

Special Event Center

Area of City Impact:

City: _____

☐ Applicant submitted/met for official review.

Date: _____ Signed: _____

Authorized AOCI Representative
(This signature does not guarantee project or permit approval)

Received by Canyon County Development Services:

Date: _____ Signed: _____

Canyon County Development Services Staff

AGENCY LOCATION AND CONTACT		
Southwest District Health		
	Address	Phone Number
13307 Miami Lane, Caldwell	Anthony	(208) 455-5400
Highway Districts		
Agency	Address	Phone Number
Canyon - Craig	15435 ID-44, Caldwell	(208) 454-8135 (114)
Golden Gate	500 Golden Gate Ave. E, Wilder	(208) 482-6267
Nampa - Eddie	4507 12 th Ave Road, Nampa	(208) 467-6576
Notus-Parma	106 S. 4 th Str., Parma	(208) 722-5343
Idaho Transportation Department		
	Address	Phone Number
11331 W. Chinden Blvd., Boise		(208) 334-8300
Fire Districts		
Agency	Address	Phone Number
Caldwell Rural	310 S. Seventh Ave., Caldwell	(208) 896-4511
Homedale Rural	120 S. Main St., Homedale	(208) 337-3450
Kuna Rural TJ	150 W. Boise St., Kuna	(208) 922-1144
Marsing Rural	303 Main St., Marsing	(208) 896-4796
Melba Rural	408 Carrie Rex, Melba	(208) 495-2351
Middleton Rural	302 E. Star Blvd., Middleton	(208) 585-6650
Nampa Rural	820 Second Str. South, Nampa	(208) 468-5770
Parma Rural	29200 HWY 95, Parma	(208) 722-6753
Star Rural	11665 State Str., Suite B, Star	(208) 286-7772
Upper Deer Flat Rural	9500 Missouri Ave., Nampa	(208) 466-3589
Wilder Rural	601 Patriot Way, Wilder	(208) 482-7563
Irrigation Districts		
Agency	Address	Phone Number
Famer Cooperative Ditch Co/Si	PO Box 69, Parma	(208) 722-2010
Farmers Union Ditch Co	PO Box 1474, Eagle	(208) 870-7919
Black Canyon	474 Elgin Ave., Notus	(208) 459-4141
Boise-Kuna	129 N. School Ave., Kuna	(208) 922-5608
Boise project Board of Control	2465 Overland Road, Boise	(208) 344-1141
Eureka	21766 Howe Road, Caldwell	(208) 250-8000
Franklin Ditch Co	3401 W. Pine Ave., Meridian	(208) 466-3819
Middleton Mill Ditch Co	PO Box 848, Middleton	(208) 585-3207
Nampa-Meridian	1503 1 st Str. South, Nampa	(208) 466-7861
New York	6616 W. Overland Road, Boise	(208) 378-1023
Pioneer	3804 S. Lake Ave., Caldwell	(208) 459-3617
Pioneer-Dixie	19724 Dixie River Road, Caldwell	(208) 454-1559
Riverside	PO Box 180, Greenleaf	(208) 722-2010
Settlers	PO Box 7571, Boise	(208) 343-5271
Sieberg Cooperative Ditch Co	PO Box 642, Parma	kchamberlain.fcdc@gmail.com
Wilder	709 Cleveland Blvd., Caldwell	(208) 459-3421
Mason Creek Ditch Co	1905 Mason Rd., Caldwell	johnmcavoy48@yahoo.com
Poor Boy Ditch Co	PO Box 395, Greenleaf	(208) 407-7681 (F) 498-9690
Canyon County Water Co./Flake Ditch	PO Box 11/PO Box 6, Star	(208) 455-1735
City Impact Area - N/A!		
Agency	Address	Phone Number
Caldwell	621 Cleveland Blvd., Caldwell	(208) 455-3000
Nampa	500 12 th Ave. S., Nampa	(208) 468-4430
Middleton	1103 W. Main St., Middleton	(208) 585-3133
Parma	305 N. 3 rd St., Parma	(208) 722-5138
Melba	401 Carrie Rex Ave., Melba	(208) 495-2722
Greenleaf	20523 Whittier Dr., Greenleaf	(208) 454-0552
Notus	375 Notus Road, Notus	(208) 459-6212
Homedale	31 W. Wyoming Ave., Homedale	(208) 337-4641
Star	10769 W. State St., Star	(208) 286-7247
Wilder	107 4 th St., Wilder	(208) 482-6204

DISCLAIMER: THIS ACKNOWLEDGMENT IS ONLY VALID SIX MONTHS FROM THE DATE ISSUED

FW: FW: Faulk Ranch

T.J. Lawrence <tlawrence@kunafire.com>

Thu, Nov 14 at 4:23 PM

To: ashlyn@wildblisseventplanning.com <ashlyn@wildblisseventplanning.com>

Cc: James Trumble <jtrumble@kunafire.com>

Ashlyn,

This is the reply from our plan reviewer to the email I sent him. You can see my email below. I hope you find this information helpful.

As you mentioned we need to verify the following before signing off:

1. Emergency Services Access

2. Available Fire Fighting Water Supply, (See NFPA 1142). (Typically about 12,000 gallons of onsite water which would require drafting.)

3. This venue would be considered an **A-3 occupancy** so they wouldn't be allowed to have **more than 299 occupants** without automatic fire protection systems being installed; (i.e. Sprinklers and Full Fire Alarm Notification).

4. 50 or more occupants would trigger at least two approved exits with signage and panic or fire exit hardware installed at each exit.

T.J. Lawrence

Fire Chief

Kuna Rural Fire District

PO Box 607

Kuna, Idaho 83634

Station 1:(208)922-1144

Fax:(208)922-1982



On Thu, Nov 14, 2024 at 12:32 PM T.J. Lawrence <tlawrence@kunafire.com> wrote:

Scott,

Ashlyn Faulk is looking to build this property up to be a wedding venue. Before purchasing the property she is asking what would be required by the district in regards to H2O, access and any suppression systems. She came in last week and I asked her to fill out the access and water supply form. The structure would be 45'x70' steel structure with class garage rollup doors on each side.

This was the email I received last week from Ashlyn...

We are working to obtain a signature from Kuna Fire on an agency acknowledgement form for our CUP (conditional use permit) application. We do not have any structural or engineered renderings of the event facility we are working to build, as the purchase of the property for said venue is contingent on our CUP being approved, which we won't be able to apply for unless we have a signature from Kuna Fire.

The signature, to the best of my knowledge, appears to be required to notify canyon county development services that we (the applicant) did our due diligence to discuss our plan with Kuna Fire and that the signee is stating they are acknowledging our communication. Of course we will have a lot more questions and details that will require further communication in the future once we finalize our renderings, etc, but since we do not own the property yet I'm not sure that we are able to fill out the rural access form.

I hope this all makes sense, please let me know how to proceed.

T.J. Lawrence

Fire Chief

Kuna Rural Fire District

PO Box 607

Kuna, Idaho 83634

Station 1:(208)922-1144

Fax:(208)922-1982



From: James Trumble <jtrumble@kunafire.com>
Sent: Thursday, November 14, 2024 12:22 PM
To: T.J. Lawrence <tlawrence@kunafire.com>
Subject: Faulk Ranch

James Trumble

Assistant Fire Chief

Kuna Rural Fire District

Cell: (208) 565-0172





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

AFFIDAVIT OF LEGAL INTEREST

1. Russell Campbell 3110 N. Aspen Ridge Ln.
(name) (address)
Eagle Idaho 83616
(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

Ashlyn Faulk 8847 McDermott Rd., Kuna, ID
(name) (address)
83634

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 29th day of November, 20 24.

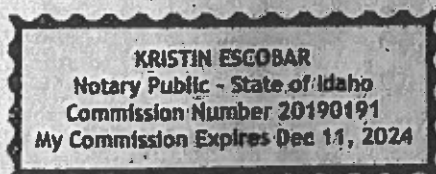
Ru CM
(signature)

STATE OF IDAHO)

ss

COUNTY OF CANYON)
Ada

On this 29 day of November in the year 20 24, before me Kristin Escobar
a notary public, personally appeared Russell Campbell, 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: KU

My Commission Expires: December 11, 2024

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: 84246

Date: 12/5/2024

Date Created: 12/5/2024

Receipt Type: Normal Receipt

Status: Active

Customer's Name: Ashlyn M Faulk

Comments: AD2024-0126 + CU2024-0026

Site Address: 8847 MC DERMOTT RD, Kuna ID 83634 / Parcel Number: 29010000 0

CHARGES

<u>Item Being Paid For:</u>	<u>Application Number:</u>	<u>Amount Paid:</u>	<u>Prevs Pymnts:</u>	<u>Unpaid Amnt:</u>
Planning - Director's Decision without Notification to Property Owners - All Others	AD2024-0126	\$330.00	\$0.00	\$0.00
Planning - Conditional Use Permit	CU2024-0026	\$950.00	\$0.00	\$0.00
Sub Total:		\$1,280.00		
Sales Tax:		\$0.00		
Total Charges:		\$1,280.00		

PAYMENTS

<u>Type of Payment:</u>	<u>Check/Ref Number:</u>	<u>Amount:</u>
Credit Card	167210381	\$1,280.00
Total Payments:		\$1,280.00

ADJUSTMENTS

Receipt Balance: \$0.00