

Community Services Department  
Planning and Building  
DIVISION OF LAND INTO LARGE  
PARCELS APPLICATION



Community Services Department  
Planning and Building  
1001 E. Ninth St., Bldg. A  
Reno, NV 89512-2845

Telephone: 775.328.6100

## Division of Land into Large Parcels

Washoe County Code (WCC) Chapter 110, Article 612, Division of Land into Large Parcels, prescribes rules and procedures for the regulation and approval of tentative and final maps for the division of land into large parcels. See WCC 110.612, for further information.

A tentative subdivision map shall be required for all requests for a subdivision, merger and re-subdivision of existing lots, or a common-interest community consisting of five (5) or more units, as defined in Article 902, Definitions, except for divisions of land into large parcels as defined in Article 612, Divisions of Land into Large Parcels, and except for the creation of a lot or parcel for agriculture purposes that complies with Section 110.602.15.

### Development Application Submittal Requirements

Applications are accepted on the 8<sup>th</sup> of each month. If the 8<sup>th</sup> falls on a non-business day, applications will be accepted on the next business day.

1. **Fees:** See Master Fee Schedule. **Most payments can be made directly through the OneNV.us portal.** If you would like to pay by check, please make the check payable to Washoe County and bring your application and payment to the Community Services Department (CSD). There may also be a fee due to Engineering and Capital Projects for Technical Plan Check.
2. **Development Application:** A completed Washoe County Development Application form.
3. **Owner Affidavit:** The Owner Affidavit must be signed and notarized by all owners of the property subject to the application request.
4. **Proof of Property Tax Payment:** The applicant must provide a written statement from the Washoe County Treasurer's Office indicating all property taxes for the current quarter of the fiscal year on the land have been paid.
5. **Application Materials:** The completed Division of Land into Large Parcels Application materials.
6. **Title Report:** A preliminary title report, with an effective date of no more than one hundred twenty (120) days of the submittal date, by a title company which provides the following information:
  - Name and address of property owners.
  - Legal description of property.
  - Description of all easements and/or deed restrictions.
  - Description of all liens against property.
  - Any covenants, conditions and restrictions (CC&Rs) that apply.
7. **Development Plan Specifications:**
  - a. Map to be drawn using engineering scales (e.g. scale 1" = 100', 1" = 200', or 1" = 500') showing all streets and ingress/egress to the property.
  - b. Property boundary lines, distances and bearings.
  - c. Contours at five (5) foot intervals or two (2) foot intervals where, in the opinion of the County Engineer, topography is a major factor in the development.
  - d. Indication of prominent landmarks, areas of unique natural beauty, rock outcroppings, vistas and natural foliage which will be deciding considerations in the design of the development.
  - e. The cross sections of all right-of-ways, streets, alleys or private access ways within the proposed development, proposed name and approximate grade of each, and approximate radius of all curves and diameter of each cul-de-sac.
  - f. The width and approximate location of all existing or proposed easements, whether public or private, for roads, drainage, sewers, irrigation, or public utility purposes.

- g. If any portion of the land within the boundary of the development is subject to inundation or storm water overflow, as shown on the adopted Federal Emergency Management Agency's Flood Boundary and Floodway Maps, that fact and the land so affected shall be clearly shown on the map by a prominent note on each sheet, as well as width and direction of flow of each water course within the boundaries of the development.
  - h. The location and outline, to scale, of each existing building or structure that is not to be moved in the development.
  - i. Existing roads, trails, or rights-of-way within the development shall be designated on the map. Topography and existing developments within three hundred (300) feet must also be shown on the map.
  - j. Vicinity map showing the proposed development in relation to the surrounding area.
  - k. Date, north arrow, scale, and number of each sheet in relation to the total number of sheets.
  - l. Location of snow storage areas sufficient to handle snow removed from public and private streets, if applicable.
  - m. All known areas of potential hazard including, but not limited to, earth slide areas, avalanche areas or otherwise hazardous slopes, shall be clearly designated on the map. Additionally, active fault lines (post-Holocene) shall be delineated on the map.
  - n. Boundary of any wetland areas within the project site.
  - o. Note by the project engineer or design professional indicating compliance with all applicable provisions of the Washoe County Development Code.
8. **Street Names:** A completed "Request to Reserve New Street Name" form (included in application packet). Please print all street names on the tentative map. Note whether they are existing or proposed.
9. **Submission Packets:** One (1) packet and a flash drive. Any digital documents need to have a resolution of 300 dpi. If materials are unreadable, you will be asked to provide a higher quality copy. The packet shall include one (1) 8.5" x 11" reduction of any applicable site plan, development plan, and/or application map. Labeling on these reproductions should be no smaller than 8 point on the 8.5" x 11" display. Large format sheets should be included in a slide pocket(s). Any specialized reports identified above shall be included as attachments or appendices and be annotated as such.

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**Notes:**

- (i) Application and map submittals must comply with all specific criteria as established in the Washoe County Development Code and/or the Nevada Revised Statutes.
- (ii) Appropriate map engineering and building architectural scales are subject to the approval of the Planning and Building and/or Engineering and Capital Projects.
- (iii) All oversized maps and plans must be folded to a 9" x 12" size.
- (iv) Based on the specific nature of the development request, Washoe County reserves the right to specify additional submittal packets, additional information and/or specialized studies that clarify the potential impacts and potential conditions of development in order to minimize or mitigate impacts resulting from the project. No application shall be processed until the information necessary to review and evaluate the proposed project is deemed complete by the Director of Planning and Building.
- (v) The Title Report should only be included in the one (1) original packet.

## Washoe County Development Application

Your entire application is a public record. If you have a concern about releasing personal information, please contact Planning and Building staff at 775.328.6100.

<b>Project Information</b>		Staff Assigned Case No.: _____	
Project Name: <b>Map of Division of Large Parcels for Lost Creek Farms, LLC</b>			
Project Description: a division of portions of Sections 1,2,3,10,11,12,13,14 & 15, T36N, R18E, MDM			
Project Address: Duck Lake Loop			
Project Area (acres or square feet): 112.98			
Project Location (with point of reference to major cross streets AND area locator): <b>Duck Lake Loop near Tuledad Rd &amp; County Route 447</b>			
Assessor's Parcel No.(s):	Parcel Acreage:	Assessor's Parcel No.(s):	Parcel Acreage:
066-050-14	1724.09		
Indicate any previous Washoe County approvals associated with this application: Case No.(s). N/A			
<b>Applicant Information</b> (attach additional sheets if necessary)			
<b>Property Owner:</b> Montie Milner		<b>Professional Consultant:</b>	
Name: Lost Creek Farms, LLC		Name: Robert O.LaRiviere	
Address: 6965 E 162ND AVE		Address: 1150 Corporate Blvd	
Brighton, CO	Zip: 80602	Reno, NV	Zip: 89502
Phone: 775-848-2135	Fax:	Phone: 775-856-7072	Fax: same
Email: montiemilner@yahoo.com		Email: blariviere@cfareno.com	
Cell: 775-848-2135	Other:	Cell:	Other:
Contact Person: Montie		Contact Person: Bob	
<b>Applicant/Developer:</b>		<b>Other Persons to be Contacted:</b>	
Name:		Name: Deane Scheiber	
Address:		Address: 1150 Corporate Blvd	
	Zip:	Reno, NV	Zip: 89502
Phone:	Fax:	Phone: 775-432-6601	Fax: same
Email:		Email: dscheiber@cfareno.com	
Cell:	Other:	Cell: 775-336-7767	Other:
Contact Person:		Contact Person: Deane	
<b>For Office Use Only</b>			
Date Received:	Initial:	Planning Area:	
County Commission District:		Master Plan Designation(s):	
CAB(s):		Regulatory Zoning(s):	

## Division of Land into Large Parcels Application Supplemental Information

(All required information may be separately attached)

1. What are the number and sizes of each lot?

Parcel 1 = 112.98 acres & Un-surveyed Remainder Parcel 2 = 1611.11 acres

2. What is the average lot size?

See above

3. What is the proposed use of each parcel?

Bare land

4. Utilities:

a. Sewer Service	n/a
b. Electrical Service	n/a
c. Telephone Service	n/a
d. LPG or Natural Gas Service	n/a
e. Solid Waste Disposal Service	n/a
f. Cable Television Service	n/a
g. Water Service	n/a

5. For most uses, the Washoe County Code, Chapter 110, Article 422, Water and Sewer Resource Requirements, requires the dedication of water rights to Washoe County when creating new parcels. Please indicate the type and quantity of water rights you have available should dedication be required:

a. Permit #	n/a	acre-feet per year	
b. Certificate #	n/a	acre-feet per year	
c. Surface Claim #	n/a	acre-feet per year	
d. Other, #	n/a	acre-feet per year	

6. Title of those rights (as filed with the State Engineer in the Division of Water Resources of the Department of Conservation and Natural Resources).

n/a

7. When water service is by domestic wells, the Washoe County Comprehensive Plan allows the County to grant an exemption from the water dedication requirements for the existing parcel. Check the box below to indicate if you wish to request the exemption.

<input type="checkbox"/> Yes	<input type="checkbox"/> No
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8. Surveyor:

Name	Robert o. LaRiviere
Address	1150 Corporate Boulevard, Reno, Nevada, 89502
Phone	775-856-7072
Fax	same
Nevada PLS #	8661

## Lost Creek Farms LLC OPERATING AGREEMENT

**THIS AGREEMENT** is made and entered into as of the 30<sup>th</sup> day of December, 2016, by and between Montie E. Milner residing at 1580 Grand Point Way #34053, Reno, NV 89533, (collectively, the "Members").

**WHEREAS**, the parties have agreed to organize a limited liability company named Lost Creek Farms, L.L.C. (the "Company"); and

**WHEREAS**, this agreement sets forth the understandings of the parties hereto with respect to the organization and operation of the Company and the scope and conduct of its business.

**NOW, THEREFORE**, in consideration of mutual covenants and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### 1. ORGANIZATION.

a. **Term.** The Company shall continue until 2061, unless the Company is sooner terminated, as herein provided.

b. **Character of Business; Powers.** The Company is formed to acquire, hold, lease, mortgage, manage, sell, exchange and otherwise deal in real estate and the improvements thereon; and to transact any and all lawful business for which a limited liability company may be organized pursuant to the Missouri Limited Liability Company Act (the "Act") and, in relation to the transaction of such business, to have and exercise any and all of the powers and rights which a limited liability company may lawfully exercise pursuant to the Act.

c. **Certain Definitions.** As used herein, the following terms have the following meanings:

i. "Distribution Shares" means, for each Member, the shares set forth opposite such Member's name, as follows:

<u>Member</u>	<u>Distribution Shares</u>
Montie E. Milner	1214 Shares
Suzanne E. Milner	1214 Shares
Samantha N Milner	191 Shares
Blake AC Milner	191 Shares
Aubrey N Milner	190 Shares

TOTAL

3000 Shares

“Distribution Shares,” for each Member, also, shall mean each above mentioned Shares, as may be adjusted from time to time, according to the provisions of this Agreement.

ii. “Operating Proceeds” for the applicable period means the gross receipts of the Company during such period plus any reductions in funded reserves arising out of the reversal of such reserves, less the following: (1) cash operating expenses paid during such period, (2) interest and principal paid during such period on any indebtedness of the Company, (3) cash expenditures for capital improvements and other capital items paid during such period, and (4) additions to funded reserves made during such period.

## 2. CAPITAL CONTRIBUTIONS

a. **Contributions of Cash.** The following Members shall contribute to the capital of the Company, in cash, the respective amounts shown opposite their names, as follows:

<u>Member</u>	<u>Cash Contribution</u>
Montie E. Milner	\$174,448.72
Suzanne E. Milner	\$174,448.72
TOTAL	\$348,897.44

b. **Credits to Capital Accounts.** Each such contributing Member’s Capital Account shall be credited with the cash amounts as set forth above.

c. **No Negative Capital Account Restoration.** In no event shall any Member be required to contribute capital to restore a negative balance in such Member’s Capital Account upon the liquidation of the Company or such Member’s Interest, or at any other time.

## 3. DISTRIBUTIONS

The Company’s Operating Proceeds shall be distributed to the Members *pro rata* according to their respective Distribution Percentages, at such times as the Members shall determine by Major Decision Approval (but not less frequently than quarterly).

## 4. ALLOCATION OF PROFITS AND LOSSES



a. **Profits and Losses.** Subject to Section 4.b, the Company's incomes, gain, loss, deductions and credits (and items thereof), for each fiscal year of the Company, shall be allocated among the Members (for both book and tax purposes) *pro rata* according to their respective Distribution Percentages.

b. **Allocations with Respect to Tax Matters.** The Members may, by Major Decision Approval, specially allocate (for book and/or tax purposes) items of income, gain, loss and deduction among the Members during any fiscal year of the Company and/or upon the liquidation of a Member's Interest or the liquidation and termination of the Company, so as to cause the Member's Capital Accounts to be consistent with the manner in which they agreed to share distributions hereunder (as reflected in Section 3).

## 5. ACCOUNTING

a. **Accounting Methods and Records.** The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with generally accepted accounting methods, consistently applied, except that the Member's Capital Accounts shall be maintained as provided in this Agreement. The Company shall be on the cash basis for both tax and accounting purposes. Montie E. Milner is hereby designated as the "tax matters partner" (as such term is defined in Section 6231(a)(7) of the Code) or the equivalent representative for the Company.

b. **Fiscal Year.** The fiscal year of the Company shall be the calendar year.

c. **Capital Accounts.** A capital account (a "Capital Account") shall be established for each Member and determined, maintained and adjusted in accordance with Treasury Regulations 1.704-1(b)(2)(iv) and in accordance with the provisions of this Agreement. The Capital Accounts of the Members shall be adjusted upon each distribution of property by the Company to a Member to the extent required by and in the manner described in Treasury Regulations 1.704-1(b)(2)(iv)(c).

d. **754 Election.** In the case of a transfer of an Interest which is permitted by this Agreement and which is made in the manner provided in Section 743 of the Code, then upon the request of the transferee of such Interest, the Company shall file an election under Section 754 of the Code in accordance with procedures set forth in the Treasury Regulations applicable thereto.

## 6. POWERS, RIGHTS AND DUTIES OF MEMBERS

a. **Management Authority and Duties.** The Members shall have the right, authority, and responsibility to generally supervise and control the operation and

management of the business and affairs of the Company and to perform other duties provided elsewhere in this Agreement to be performed by the Members; provided, however, that subject to the provisions of Section 6.b and the other rights expressly granted to the Members under the provisions of this Agreement, all acts, decisions, and determinations by the Members on behalf of the Company may be made by each Member independently of any other Member (which shall then be binding on all the Members).

b. **Restrictions on Authority of the Members.** Notwithstanding the provisions of Section 6.a, no action shall be taken or sum expended or obligation incurred by the Company or a Member with respect to a matter within the scope of any of the Major Decisions (as defined below) affecting the Company, unless such Major Decision has been approved by the vote of the Members (not then in default thereunder) owning more than fifty percent (50%) of the Distribution Percentages held by the Members, (collectively, "Major Decision Approval"). The "Major Decisions" shall be the following:

- i. The compensation of a Member for management or other services to the Company;
- ii. The acquisition by the Company of any real estate or any interest therein;
- iii. The sale or transfer of all or substantially all of the business property;
- iv. The confession of a judgment against the Company in connection with any threatened or pending legal action;
- v. The borrowing of money by the Company; and
- vi. The distribution of Operating Proceeds or other proceeds other than strictly in accordance with the provisions of this Agreement.

c. **Members' Indemnification.** No Member shall be liable, responsible or accountable in damages or otherwise to the Company or the Members for any action taken or failure to act on behalf of the Company unless such action or omission was an intentional breach of this Agreement or constituted gross negligence, bad faith or wanton or willful misconduct. Except with respect to the foregoing actions or decisions for which a Member is accountable to the Company and the other Members, the Company shall indemnify and hold harmless the Members from any loss, damage, liability or expense incurred or sustained by them by reason of any act performed or any omission for or on behalf of the Company or in furtherance of the business of the Company, including any judgment, award, settlement, reasonable attorneys' fees and other costs and

expenses (which may be advanced by the Company) incurred in connection with the defense of any actual or threatened action, proceeding or claim.

d. **Compensation and Reimbursement of the Members.**

i. Except as provided for in Section 6.b, the Company shall not pay the Members any salary or other compensation for acting as Members hereunder or for any service rendered to the Company.

ii. The Company shall reimburse the Members for all reasonable out-of-pocket expenses incurred by them in connection with the discharge of their obligations under this Agreement or otherwise incurred on behalf of the Company; provided, however, that the Company shall not reimburse the Members for (1) expenses incurred outside of the company's usual course of business unless such expenses were authorized by Major Decision Approval, or (2) any personal expenses. Any disputes as to the reasonableness or nature of expenses submitted by a Member for reimbursement shall be resolved by a majority, by the number, of disinterested Members then entitled to vote and such determination shall be conclusive on all parties.

e. **Determination by Members.** Notwithstanding anything to the contrary in this Agreement, a determination by those Members owning the requisite Distribution Percentages, set forth herein, shall be effective whether or not votes are cast at a meeting of Members (and whether or not all of the Members are in attendance at any such meeting), or by formal or informal, oral or written instructions of such Members, and such determination so made by the Members authorized to do so shall be effective regardless of the number of Members who may actually vote thereon, or have notice of the proposed determination. In no event shall a Member who is in default under this Agreement at the time a vote is taken or a decision is made be entitled to vote in respect of any act, determination or decision of the Company.

7. **TRANSFERS OF INTEREST**

a. **Restrictions.**

i. Except as provided in Section 7.b, no sale, assignment, exchange, transfer, encumbrance or hypothecation (each a "Transfer"), shall be made by any Member of the whole or any part of his or her Interest without the prior written consent of all of the other Members.

ii. If any Transfer (other than a Transfer described herein) is purported to be made or suffered without complying with the applicable

provisions in this Section, such purported Transfer shall be void *ab initio*, and an option to purchase such Interest for a Purchase Price equal to the Withdrawal Value (determined without regard to any amounts described in Section 8.c.i.(3) below) shall be deemed to have been granted to the Company and the Members (other than the Member making or suffering such Transfer) pursuant to Section 7.b of this Agreement as of the date the Company first learns of such purported Transfer and the date of such notice shall be deemed the date of the Company's receipt of the Disposition Notice and thereafter the provisions of Section 7.b shall be fully effective as to such Interest as if such Disposition Notice had actually been delivered. In enforcing this provision, the Company may refuse to transfer any Interest or any claim thereto in addition, and without prejudice, to any and all other rights or remedies which may be available to it and/or the Members.

**b. Right of First Refusal**

i. Subject to Section 7.b.i.(1) below, each time a Member proposes to make or suffer any Transfer of all or any portion of his Interest, such member (the "Selling Member") shall give written notice thereof (the "Disposition Notice") to the Company and the other Members which sets forth the portion (or all) of Selling Member's Interest that is the subject of such proposed Transfer (the "Offered Interest"), the identity of the proposed transferee, and the other terms and conditions of such proposed Transfer, including (a) a description of the consideration, if any, proposed to be received for the Offered Interest (and, if the proposed Transfer is to be wholly or partly for consideration other than money, the Disposition Notice shall state the amount of the monetary consideration, if any, and shall describe all nonmonetary consideration and state the fair market value thereof and the manner in which such fair market value was determined), and (b) a copy of the letter of intent (which may be non-binding), if any, with the proposed transferee. By giving the Disposition Notice, the Selling Member shall be deemed to have granted to the Company and the other Members, in that order, an option to purchase all of the Offered Interest at the Purchase Price (as hereinafter defined) and on the terms set forth in this Section 7.b.

(1) Within forty-five (45) business days after receipt of the Disposition Notice, the Company shall notify, in writing, all Members (other than the Selling Member) of the portion (or all) of the Offered Interest that the Company desires to purchase pursuant to this Section 7.b (the "Company Election"). The decision as to whether or not the Company shall offer to purchase all or any portion of the

Offered Interest shall be made by Majority Decision Approval of the remaining Members (other than the Selling Member or his personal representative).

- (2) If the Company Election provides that the Company is exercising its option for none or less than all of the Offered Interest or if the Company fails to give the Company Election, each Member, other than the Selling Member, shall have until the fifteenth (15<sup>th</sup>) business day following such Member's receipt of the Company Election (or in the event such Company Election is not received, the Member shall have until the sixtieth (60<sup>th</sup>) business day following his receipt of the Disposition Notice, such fifteenth or sixtieth business day, as the case may be ( hereinafter referred to as the "Exercise Date") within which to notify the Company, in writing, of such Member's desire to purchase any of the Offered Interest which the Company has not elected to purchase (the "Member Election"). If the total portion of the Offered Interest that all such Electing Members desire to purchase exceeds the available Offered Interest, each such Electing Member shall have priority, up to the number of Interest set forth in such Member's Member Election, to that fraction of the available Offered Interest in which the numerator is the Distribution Percentage owned by the Electing Member and the denominator is the aggregate Distribution Percentages owned by all Members who elect to purchase. The portion of the available Offered Interest not purchased on such a basis shall be allocated in one or more successive allocations to those Members who have indicated in their Member Elections that they desire to purchase more than the number of Offered Interest to which they have a priority right, with the allocation determined by the fraction the numerator of which is the Distribution Percentage owned by such Member and the denominator of which is the aggregate Distribution Percentages owned by all such Electing Members.
- (3) The failure of the Company to submit the Company Election within the forty-five (45) business day period (as described in Section 7.b.i.(1) above) shall constitute an election by the Company not to purchase any of the Offered Interest. The failure of any Member to submit the Member Election by the Exercise Date shall constitute an election on the part of such Member and such Member shall be obligated to purchase that portion (if any) of the Offered Interest set forth in his Member Election (as such portion may be adjusted pursuant to the preceding subsection) and

the Company shall be obligated to purchase that portion (if any) set forth in the Company Election. Notwithstanding any provision in this Agreement to the contrary, any Disposition Notice given with respect to a deceased Member's Interest shall not become effective for purposes of instituting the provisions in this Section until such date as the personal representative of such deceased Member is appointed and qualified to act on behalf of the deceased Member.

- (4) Upon determination of the portion of the Offered Interest to be purchased by the Company and the Members, the Company, on its behalf and on behalf of the Electing Members, shall give notice of exercise to the Selling Member no later than five (5) business days after the expiration of the Exercise Date.
- (5) If the Company and/or one or more electing Members do not elect to purchase in the aggregate all of the Offered Interest within the applicable periods specified in this Section 7.b, the Selling Member may conclude a sale of the Offered Interest to the prospective transferee named in the Disposition Notice, in any case, at any time within thirty (30) business days after the Selling Member receives the notice from the Company to be delivered pursuant to Section 7.b.i.(4) hereof.
- (6) In the event the Company or an electing Member elects to purchase all of the Offered Interest, the purchase price ("Purchase Price") so payable by the Company or the Electing Member for the Offered Interest shall be an amount equal to the percentage of the Offered Interest to be so purchased by the Company or such Electing Member, as the case may be, multiplied by the lesser of (a) the Withdrawal Value (as defined in Section 8.c.i) or (b) the purchase price for such offered Interest disclosed in the Disposition Notice pertaining thereto (including cash equal to the fair market value of all nonmonetary consideration). In the event all of the Offered Interest is sold to the Company and/or one or more Electing Members, the Distribution Percentages, as set forth in Section 1.c.i., shall be accordingly adjusted. This right of first refusal shall be applicable to each attempted sale of an Offered Interest. Any Electing Member may assign all or a portion of his rights to acquire a portion (or all) of an Offered Interest to any person who would be a Permitted Transferee of such Member.

ii. Any Member may, without making the offer provided for in Section 7.b above, Transfer (by *inter vivos* or testamentary disposition)

his or her interest in the Company or any part thereof if such Transfer is made: to any Family Member or in the case of a revocable *inter vivos* trust which is a Member, to the grantor and/or to any Family Member with respect to the grantor; if such Member is a trust, to the beneficiaries of such trust by operation of its governing instrument; to any other Member or Family Member of such other Member; to a trust which has as its beneficiaries only such Member or Family Member(s) of such Member; if such Member is a corporation, limited liability company or partnership, to effect the distribution of its Interest to its shareholders, members or partners (as the case may be); and/or to any partnership, limited liability company or corporation, 100% of the beneficial ownership of which is owned, directly or indirectly, by such Member and/or any of the persons (“Permitted Transferees”) “Family Member” shall mean a spouse, child, spouse of a child, grandchild, sister, brother or parent (each a “Close Relative”) of the person in question or a lineal descendant of any such Close Relative.

- c. **Payment of the Purchase Price.** The Purchase Price for the Offered interest shall be paid in cash.
- d. **The Closing:**
  - i. Unless otherwise agreed by the parties to the sale and purchase, the closing of the sale and purchase of the Offered Interest shall take place at the principal offices of the Company.
  - ii. The closing of the sale and purchase shall take place thirty (30) days after the delivery to the Selling Member of notice from the Company to be delivered pursuant to Section 7.b.i(4) above.
  - iii. The Offered Interest shall be assigned to each purchasing party free and clear of all liens, claims and encumbrances excepting only those for which provision is expressly made in this Agreement, and said interest shall be transferred on the books and records of the Company to the purchaser or purchasers.
  - iv. Upon the closing of the sale and purchase, the selling and purchasing parties shall execute and deliver to each other the various documents which shall be required to carry out their undertakings hereunder including the payment of cash, the execution and delivery of Notes and Security Agreements and the assignment of the Interest.
- e. **Effect of Assignment; Documents.**

i. All whole or partial interests Transferred, pursuant to the provisions of this Article shall be subject to the restrictions and obligations set forth in this Agreement. Unless otherwise agreed by the Members or expressly provided herein, no Transfer permitted hereunder shall relieve the assignor from any of its obligations under this Agreement accruing prior to such Transfer.

## **8. DISSOLUTION OF THE COMPANY**

### **a. Dissolution Acts.**

i. No act, thing, occurrence, event or circumstance shall cause or result in the dissolution of the Company except that the happening of any one of the following events shall work an immediate dissolution of the Company: The sale or other disposition of all or substantially all of the business property; a Major Decision Approval in writing to dissolve and terminate the Company; the termination of the term of the Company pursuant to Section 1.a of this Agreement; or subject to Section 8.b, the death, retirement, withdrawal, expulsion, bankruptcy or dissolution (each an "Event of Withdrawal") occurring with respect to a Member.

ii. Without limiting the other provisions hereof, neither the assignment of all or any part of Member's interest in the Company hereunder nor the admission of a new Member shall work the dissolution of the Company. Except as may be otherwise provided in this Agreement each Member agrees that, without the consent of the other Members, a Member may not resign, retire or withdraw from or otherwise cause a voluntary dissolution of the Company and shall be liable to the other Members for any and all damages and expenses (including attorney fees) proximately caused by such resignation, retirement, withdrawal or other voluntary event causing a dissolution of the Company in violation of this Agreement.

### **b. Right to Continue Business and Affairs of Company.**

i. Upon the occurrence of an Event of Withdrawal, the withdrawing Member ("Withdrawing Member") shall give notice thereof to the other Members and, if at least one Member remains, such remaining Member or Members may, within the 90-day period following such occurrence, elect, by unanimous written agreement, to continue the business and affairs of the Company for the balance of the term hereof.



ii. If the remaining Members so elect to continue the existence of the Company, (1) the Company shall not dissolve and its business and affairs shall be carried on without interruption and without the execution of any confirmatory agreement under the same name and under the same terms and provisions as are set forth in this Agreement (as the same may be amended by the remaining Members), and (2) Company or the remaining Members may redeem or purchase the Withdrawing Member's Interest as provided in Section 7.a.ii and Section 7.5 for an amount equal to the Withdrawal Value of the Withdrawing Member's Interest.

c. **Determination of Withdrawal Value.**

i. The withdrawal Value (the "Withdrawal Value") of the Member's Interest shall be an amount determined by establishing an amount equivalent to the value to which the Member would be entitled as if the Company had wound up its business and affairs and sold all of its business and assets at Fair Market Value on the last day of the Month (the "Valuation Date") immediately prior to date of the Event of Withdrawal. The term "Fair Market Value" as used in this Section shall be an amount equal to the amount of the Company's assets less the amount of its liabilities on the Valuation Date, as disclosed by the Company's books of account regularly maintained in accordance with generally accepted accounting principles consistently applied but adjusted as follows:

(1) No adjustment shall be made on account of any event occurring subsequent to the Valuation Date, whether the event constitutes an adjustment to the federal or state income tax liability of the company or otherwise.

(2) Real estate and the improvements thereon, but excluding furniture, fixtures, machinery and equipment, shall be valued at their fair market value on the Valuation Date and not their value as shown on the Company's books of account. The value of the real estate and improvements shall be determined by an appraiser appointed by the joint written direction of the selling and purchasing parties executed and delivered to the appraiser within twenty (20) days after the date of the Event of Withdrawal, and if no appraiser is so appointed, then by an appraiser who shall be appointed by the lawyer or law firm then handling the Company's general legal affairs. The appraisal shall be in writing and when made shall be filed with the accountant retained by the Company for the accountants used in determining the Withdrawal Value.

9. **GENERAL**

a. **Notices/Approvals to be in Writing.** Any notice, request, approval, consent, demand or other communication required or permitted hereunder shall be given in writing by (1) personal delivery, or (2) expedited delivery service with proof of delivery, or (3) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (4) prepaid telegram or facsimile or telex (provided that such telegram, facsimile or telex is confirmed by expedited delivery service or by mail in the manner previously described), sent to the party to whom the communication is directed at the address set forth above, or to such different address as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given and received either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of telegram or telex, upon receipt.

b. **Miscellaneous.**

i. This Agreement may be amended by written agreement of amendment executed by all the Members, but not otherwise. Except as herein otherwise specifically provided, this Agreement shall be binding upon and inure to the benefit of the parties and their legal representatives, successors and assigns. Captions contained in this Agreement in no way define, limit or extend the scope or intent of this Agreement. If any provision of this Agreement, or the application of any such provision to any person or circumstance shall be held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, the remainder of this Agreement, or the application of such provision to any other persons or circumstances, shall not be affected thereby and shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been comprised a part hereof. Except as herein otherwise specifically provided, this Agreement shall be binding upon and inure to the benefit of the parties and their legal representatives, successors and assigns.

ii. If the Company or any party obtains a judgment against any other party by reason of breach of this Agreement or failure to comply with the provisions hereof, a reasonable attorneys' fee as fixed by the court shall be included in such judgment. No waiver by a Member or the Company of any breach of this Agreement shall be deemed to be a waiver of any other breach of any kind or nature and no acceptance of payment or performance by a Member or the Company after any such breach shall be deemed to be a waiver of any breach of this Agreement whether or not such Member of the Company knows of such breach at the time it accepts such payment or performance.

**IN WITNESS WHEREOF**, we have hereto set our hands on the day and date first above written.

---

MONTIE E. MILNER

---

SUZANNE E. MILNER

# **By Laws of Lost Creek Farms, LLC**

## **ARTICLE I OFFICES**

### **Section 1 Principal Office:**

The principal office of the corporation shall be located and maintained in the city of Monroe, LA in the parish of Ouchitacha.

### **Section 2 Other Offices:**

39994 Hwy BB, Wellsville 63384 in the state of Missouri

## **ARTICLE II MEETING OF STOCKHOLDERS**

### **Section 1 Annual Meetings:**

The annual meeting of the stockholders for the purpose of electing directors of the corporation, and for any other business as may properly come before the meeting, shall be held by July 31 of each year.

### **Section 2 Special Meetings:**

Special meetings of the stockholders for any purpose as stated in the notice may be called at any time by the Board of Directors, or by the President of the corporation. At written request of a majority of the stockholders entitled to vote, special meetings shall be called by the President or the Secretary.

### **Section 3 Place of Meetings:**

All meetings of stockholders of the corporation shall be held at the principal office of the corporation or at any other place as stated in the notices of such meetings as may be determined by the Board of Directors.

### **Section 4 Notice of meetings:**

(a) Written notice of each meeting, stating the place where, the date and time when said meeting is to be held, shall be given each stockholder entitled to vote at such meeting whether annual or special, not less than ten days or more than fifty days before such meeting is to be held. Notice of such meetings, whether annual or special, shall also state the general nature for which the meeting is called.

(b) Notices of all meetings shall be written or printed and delivered either personally or by mail to the stockholders address as it appears on the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope with prepaid postage affixed thereon.

## Section 5 Quorum:

Except as otherwise mandatory by law, or by the Articles of Incorporation, or as otherwise provided by these By Laws, at any and all annual or special meetings of the stockholders of the corporation, the presence, either in person or by proxy, of stockholders holding a majority amount of the stock of the corporation, who are entitled to vote at such meeting, shall constitute a quorum for the purpose of transacting any business. At any annual or special meeting of stockholders, a quorum has not been established, the stockholders entitled to vote at such meeting, by a majority vote, may adjourn such meeting by an announcement at the meeting. At any such adjourned meeting at which a quorum has been established, the stockholders may validly proceed to transact any business which might have been transacted at the meeting originally noticed.

## Section 6 Voting:

- (a) Subject to and in accordance with the Articles of Incorporation, these By Laws, or by statute, each stockholder entitled to vote, shall be entitled to one vote for each share of stock held by such stock holder.
- (b) Each stockholder entitled to vote at any meeting, may vote by proxy, when submitted in writing of such stockholder wishing to do so.
- (c) No proxy shall be voted after eleven months from the date of its implementation, unless otherwise stated for a longer period of time.
- (d) Corporate action to be voted on, shall be decided by a majority of the votes cast.

## Section 7 Stockholder List:

The officer in charge of the stock ledger for the corporation shall make a full list of all stockholders entitled to vote at corporation meetings. Said officer shall set in order alphabetically, each stockholders name, address and the number of shares of stock held by each. The stockholder list shall be completed and open for examination ten days before meetings. Any stockholder wanting to look over the stockholder list may do so during normal business hours at the principal office of the corporation, or at such other place or places where said meeting is to be held. The stockholder list shall be kept open and available for inspection by stockholders at such meetings for the entire time of the meetings.

## Section 8 Action Without Meeting:

Any corporate action which may be taken at a meeting requiring the vote of stockholders at a meeting thereof, may be taken without a meeting, if all the stockholders entitled to vote on the subject matter if such meeting were held, shall consent in writing to the action being taken.

## **ARTICLE III BOARD OF DIRECTORS**

### Section 1 Number Election and Term:

- (a) The number of directors of the corporation shall be as determined by a majority vote of the full Board of Directors. The number of directors may not be less than two, unless all the shares of stock of the corporation are owned beneficially and of majority by either one or two stockholders, then the number of directors may not be less than the number of stockholders.

(b) Each director shall be elected at the annual meeting of the stockholders by a majority vote of stockholders entitled to vote thereat, either in person or by proxy.

(c) Each director shall serve office until the next annual meeting of stockholders for the purpose of electing directors, and shall serve until such directors successor shall be elected and qualified, or until any such directors death, resignation or removal from office.

## **Section 2 General Powers:**

The Board of Directors shall be responsible for the business and affairs of the corporation.

## **Section 3 Chairman:**

The Chairman of the Board of Directors, provided one is elected, shall preside at all the meetings of the Board of Directors and shall have such powers and duties as generally pertain to his respective office.

## **Section 4 Annual and Regular Meetings:**

(a) The Annual meeting of the Board of Directors of the corporation shall be held immediately after the annual meeting of the stockholders, at the same place of the annual stockholders meeting.

(b) The Board of Directors, shall from time to time hold other regular meetings and may provide by resolution, the time and place for the holding of such meeting thereof.

## **Section 5 Special meetings:**

Special meetings of the Board of Directors may be called by the President, or at the request of any one or more of the Directors of the corporation. The time and place of such special meeting shall be specified in the notices of such meeting thereof.

## **Section 6 Notice of Meetings:**

(a) Annual meetings of the Board of Directors shall be held without any other notice than this ByLaw.

(b) Notice shall be given at least five days before any special meeting of the Board is to be held, to each Director of the corporation. If the place of such special meeting held is designated outside the state of Louisiana, 14 days notice shall be given.

(c) Written notice of any such special meeting shall be delivered personally or mailed to each Director at his address as it appears on the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope with prepaid postage affixed thereon.

## **Section 7 Quorum and Adjournments**

At meetings of the Board of Directors, the presence of a majority of Directors shall constitute a quorum, for the transaction of business. If less than a majority of directors are present at said meeting, a majority of Directors present may adjourn such meeting by an announcement at the meeting.

## **Section 8 Manner of Actions:**

At any meeting of the Board of Directors where a quorum has been established, the act of the majority of the Directors present at such meeting, shall be the act of the Board of Directors.

## **Section 9 Vacancies:**

If the position of any Director becomes vacant for any reason, the remaining Directors by a majority, though less than a quorum, may fill such vacancy or vacancies by appointment of such qualified person or persons to fill the vacant position for the unexpired term and until the next annual meeting of the stockholders for the purpose of electing directors of the corporation.

## **Section 10 Resignations:**

Any director or officer may resign at any time. Written notice of any resignation must be given to the Board of Directors, the President, or the Secretary of the corporation. Any such resignation shall take effect at the time of receipt by the Board of Directors, the President, or the Secretary, and acceptance of such resignation shall not be necessary to make it effective.

The removal of any director may be done with or without cause and at any time by a majority vote of the stockholders entitled to vote at a special meeting called for that purpose.

## **Section 12 Compensation:**

Stated compensation shall not be received by any director for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board of Directors, provided however, that nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

## **ARTICLE IV OFFICERS**

### **Section 1 *Number and Qualifications:***

(a) The corporation shall have such officers consisting of a President, a Secretary and a Treasurer. The Board of Directors may also elect such other officers including a Chairman of the Board, one or more Vice Presidents, Assistant Secretaries, and Assistant Treasurers as it may from time to time deem necessary for the operation of the corporation.

(b) With the exception of the office of the Chairman of the Board of Directors, any other officer may be, but need not be, a director of the corporation, and the same person may hold two or more offices.

## **Section 2 *Election and Term:***

(a) The officers of the corporation shall be elected by the Board of Directors at the first regular meeting of the Board after each annual meeting of the stockholders.

(b) Each officer shall hold office until his successor has been duly elected and has qualified, or until his death, resignation or removal from office.

## **Section 3 *Removal:***

The Board of Directors, by a majority vote may remove any officer of the corporation, either with or without cause and elect a successor to fill the position of any officer who has been removed.

The Board of Directors, by a majority vote, may fill a vacancy in any office due to a death, resignation, removal, disqualification or any other reason for the unexpired portion of the term.

## **Section 5 *President:***

The President shall be the chief executive officer of the corporation and shall supervise, control and manage the general business operations of the corporation. The President shall preside at all meetings of the stockholders, and in the absence of the Chairman of the Board he shall preside at all meetings of the Board of Directors. The President, along with any other officer authorized by the Board of Directors, shall sign documents in behalf of the corporation and shall have and perform such other duties as may be determined by the Board of Directors.

## **Section 6 *Vice Presidents:***

Each Vice President shall perform such duties as may be prescribed and given to him as from time to time shall be assigned by the Board of Directors.

## **Section 7 *Treasurer***

The Treasurer shall be in charge and have custody of all funds and securities owned by the corporation. He shall give accurate and written account for all moneys received and paid out by the corporation, in record books of the corporation and shall deposit all moneys in the name of the corporation in depositories designated by the Board of Directors.

## **Section 8 *Secretary:***

The Secretary shall give notice, whether annual regular or special of meetings of the stockholders and of the Board of Directors as prescribed by these ByLaws or as required by law. He shall also record the minutes of stockholders' and of Board of Directors' meetings in books provided by the corporation for that purpose. He shall affix the seal of the corporation to all documents that require it, and perform all such duties as may be assigned him by the Board of Directors.

## **Section 9 *Assistant Treasurers and Assistant Secretaries:***



The assistant Treasurers and assistant Secretaries shall perform such duties as assigned to them as from time to time may be prescribed by the Board of Directors.

### **Section 10 Bonds and Surety:**

If required by the Board of Directors, any officer or person acting in behalf of the corporation, shall give a bond for the faithful discharge of his duties in such amount and with such surety prescribed by the Board of Directors.

## **ARTICLE V SHARES OF STOCK**

### **Section 1 *Certificates of Stock:***

Certificates of shares of stock of the corporation shall be in such form as decided by the Board of Directors. Each stockholder of the corporation shall be entitled to have a certificate certifying the number of shares of stock held by said stockholder. Each certificate of stock shall be consecutively numbered and the name of the stock holder owning the shares along with the number of shares of stock owned and the date of issue shall be registered on the books of the corporation. Each certificate shall be signed by the Chairman of the Board or the President or VicePresident and by the Secretary or Treasurer, or any assistant Secretary or assistant Treasurer, and shall have the corporate seal affixed.

### **Section 2 *Lost or Destroyed Certificates:***

Certificates of stock alleged to have been lost or destroyed may be replaced by the issuance of new certificates of stock and upon such terms and indemnity to the corporation as y be prescribed by the Board of Directors.

Transfers or shares of the corporation shall be transrerable only on the record books of the corporation by the holders of shares thereof, either in person or by their duly authorized attorneys, and upon surrender, to the corporation, of the old certificates for cancellation. The corporation shall deem the person in whose name the shares of stock are recorded on the books of the corporation as the absolute owner of said shares of stock for any and all purposes.

### **Section 4 *Record Date:***

For the purpose of determining the stockholders entitled to notice of, or to vote at, any meeting of stockholders, or stockholders entitled to receive payment of any dividends, or for the allotment of any rights, or to consent to any corporate action in writing without a meeting, or to exercise any other such rights for the purpose of anv corporate action, the Board of Directors, in lieu of closing the stock transfer books, may fix, in advance, a record date of not more than fifty days, nor less than ten days before the day of such meeting is to be held.

## **ARTICLE VI FISCAL YEAR**

The fiscal year of the corporation shall be determined by the Board of Directors, and subject to applicable law.

**ARTICLE VII SEAL**

The seal of the corporation shall be circular in form and shall have inscribed the name of the corporation and the words "CORPORATE SEAL" state of " ".

**ARTICLE VIII DIVIDENDS**

Subject to applicable law, the Board of Directors may, declare dividends upon its outstanding shares of stock, and the corporation may pay dividends on such shares of stock out of funds available therefor, and upon such terms and conditions as may be determined from time to time by the Board of Directors.

**ARTICLE IX AMENDMENTS**

These By Laws may be altered, amended or repealed and new By Laws may be made at any annual meeting of the stockholders, or at any special meeting of stockholders, provided notice for that purpose is contained in the notice of such special meeting, and by a majority vote of the stockholders entitled to vote thereat.

**ACTION BY INCORPORATORS OF**

I (We), the undersigned, being the sole (all) incorporator (s) of Lost Creek Farms, LLC a Missouri corporation, do hereby select and appoint to act as the (sole) director (s) of the above named corporation, to hold office until the first annual meeting of the stockholder (s) of the above named corporation or until their (his) (her) successor(s) shall be elected or appointed and shall qualify.

Incorporator

Incorporator

Incorporator

Incorporator

Dated:

WAIVER OF NOTICE OF FIRST MEETING OF BOARD OF DIRECTORS OF

We, the undersigned, being all the directors of a Missouri corporation, hereby waive all notice and consent and agree that the first meeting of the Board of Directors be held at in the city of Monroe in the state of Louisiana

The \_\_\_\_\_, 19 \_\_\_\_ at the hour of. \_\_\_\_ for the purpose of electing officers and the transaction of any other business as may lawfully come before said meeting.

Director

Director

Dated:

## MINUTES OF FIRST ORGANIZATIONAL MEETING OF THE DIRECTORS OF

Lost Creek Farms, LLC

A Missouri Corporation

The first organizational meeting of the Board of Directors of completing the organization and its affairs, was held at:

127 E. Frenchman's Bend, for the purpose of completing the organizational structure, in the city of Monroe, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at the hour of \_\_\_\_\_

The following were present:

being all the directors of the above named corporation.

One of the directors called the meeting to order. Upon motion duly made, seconded, and unanimously carried, was elected Chairman of the meeting and \_\_\_\_\_ was elected Secretary of the meeting.

The Chairman then called on the Secretary to read a written Waiver of Notice of this meeting, that was signed by all the directors and ordered said Waiver of Notice to be appended to these minutes.

### CERTIFICATE OF INCORPORATION

The Secretary then presented and .

the meeting a copy of the Certificate of Incorporation of the corporation, and reported that on the day of December 30th, 1999, the original there of was duly filed in the office of the Secretary of State, state of Missouri. the official filing date of:

The 30<sup>th</sup> day of December, 1999

and had been assigned the official filing number of: LC0034814

The Secretary was then directed to append to these minutes a certified copy of said Certificate of Incorporation, showing the filing date and filing number along with the original receipt showing payment of the organization filing fee issued by the office of the Secretary of State.

#### BY LAWS

The Chairman then presented a set of By Laws to govern and regulate the business and affairs of the corporation.

Upon motion duly made, seconded, and unanimously carried, the following resolution was adopted:

RESOLVED, that the By Laws presented to this meeting in the form adopted by the Board of Directors, be and the same are hereby adopted as and for the By Laws of this corporation.

The Secretary was then directed to cause said By Laws to be inserted in the minute book of the corporation immediately following the minutes.

#### CORPORATE SEAL

The Secretary then presented to the meeting a seal to be used as the seal of the corporation, with said seal making the following impression:

#### SEAL

Upon motion duly made, seconded, and unanimously carried, the following resolution was adopted:

RESOLVED, that the seal now presented at this meeting be, and the same is hereby adopted as the corporate seal of this corporation.

#### STOCK CERTIFICATES

The Secretary then presented to the meeting a form of certificate for shares of stock of the corporation.

Upon motion duly made, seconded, and unanimously carried, the following resolution was adopted:

RESOLVED, that the form of certificate representing shares of stock of the corporation be, and it hereby is approved and adopted as the certificate for shares of stock of the corporation and that a specimen of said certificate shall be inserted in the minute book following the minutes of this meeting.

The Chairman then stated that the Board of Directors are authorized and directed to issue and sell the shares of stock of the corporation.

Upon motion duly made, seconded, and unanimously carried, the following resolution was adopted:

RESOLVED, that the Board of Directors or the President or Vice President and the Secretary of the corporation be, and are hereby authorized to issue and sell from time to time, the shares of stock of the corporation, and accept in payment, cash or other real property, or labor done, or services performed, and in compliance with all of the terms and conditions of the state securities law.

#### BANK RESOLUTION

The Chairman then suggested that the Treasurer open a bank account for the handling of funds and other securities of the corporation.

Upon motion duly made, seconded, and unanimously carried, the following resolution was adopted:

RESOLVED, that the Treasurer be and hereby is authorized and directed to open a bank account in the name of this corporation with the following named bank or financial institution:

#### ORGANIZATIONAL EXPENSES

The Chairman then suggested that the corporation provide the payment of organizational expenses of the corporation.

Upon motion duly made, seconded, and unanimously carried. the following resolution was adopted:

RESOLVED, that the Treasurer be and hereby is authorized and directed to pay, out of funds of the corporation, all expenses and charges that have arised out of the organization of this corporation.

#### MISCELLANEOUS BUSINESS

The Chairman then asked if there was any other business to come before this meeting.

#### ADJOURNMENT

There being no further business to come before the meeting, on motion duly made, seconded, and unanimously carried, the meeting was adjourned.

CHAIRMAN  
APPROVED  
SECRETARY

#### WAIVER OF NOTICE TO HOIDING OF FIRST MEETING OF STOCKHOLDERS OF LOST CREEK FARMS, LLC A MISSOURI CORPORATION

We, the undersigned, being all of the stockholders of the above named corporation, DO HEREBY agree and consent to holding the first meeting of the stockholders of said corporation at:

#### ADDRESS OF MEETING

for the purpose of electing officers and directors, ratifying its Articles of Incorporation and by laws, and for the transaction of all such other business as may be brought before said meeting, and DO HEREBY waive all notice of said meeting thereof.

Dated: \_

STOCKHOLDER

STOCKHOLDER

STOCKHOLDER

STOCKHOLDER

## NOTICE OF FIRST MEETING OF STOCKHOLDERS OF

Lost Creek Farms, LLC

Notice is herein stated and given that the first meeting of the stockholders of Lost Creek Farms, LLC for the purpose of electing officers and the transaction thereof of all such business as may lawfully come before said meeting, will be held at:

127 E. Frenchman's Bend  
Monroe, La 71203

### DATE OF MEETING

9:00 AM  
26<sup>th</sup> day of February - 1qtr 2000

Suzanne E. Milner  
Secretary



## MINUTES OF FIRST MEETING OF STOCKHOLDERS OF LOST CREEK FARMS, LLC

The first meeting of the stockholders or the above named corporation was held at 127 E. Frenchman's Bend in the city of Monroe, day of o'clock, in the State of Louisiana

The meeting was duly called to order by the president of the corporation, who read the agenda.

The secretary then read the list of stockholders as their names appeared in the record book of the corporation, and by a show of hands vote, the secretary declared that a quorum of the stockholders was present.

The secretary then read a Waiver of Notice of Meeting, which had been signed by all of the stockholders of the corporation, and on motion duly made, seconded, and carried, said Waiver of Notice of Meeting was appended to the minutes of this meeting.

The president then called on the secretary to read the minutes of the organization meeting of the board of directors and the minutes of the first meeting of the board of directors, and

Upon motion duly made, seconded, and unanimously carried, the following resolutions were adopted:

WHEREAS, the minutes of the organizational meeting of the corporation and the minutes of the first meeting of the board of directors have been read at this meeting: and

WHEREAS, the by laws to govern the conduct of the corporation were adopted at the first meeting of the board of directors, it is

RESOLVED, that the stockholders of the corporation hereby approve, ratify, and adopt said bylaws as the bylaws of the corporation, and it is

FURTHER RESOLVED, that all of the action taken and the decisions that were made at the organization meeting and at the first meeting of the board of directors hereby are approved ratified, and adopted, and it is

FURTHER RESOLVED, that the signing of these minutes by the stockholders of this corporation shall constitute full approval of all actions herein stated in these minutes.

There being no further business to come before this meeting, on motion duly made, seconded, and carried, the meeting was adjourned.

Stockholders:

## NOTICE OF ANNUAI MEETING OF LOST CREEK FARMS, LLC

Notice is herein stated and given that the annual meeting of the stockholders of Lost Creek Farms, LLC for the transaction thereat of any such business as may lawfully come before this meeting for consideration, will be held at:

127 E. Frenchman's Bend in the city of Monroe on the

Date            day of

SECRETARY

                                  dav o~  
at the hour of            o'clock  
</PRE>

<P>  
19\_.

<P>  
State of \_ 19

<PRE>  
MINUTES OF ANNUAL MEETING OF  
STOCKHOLDERS OF  
</PRE>

The annual meeting of the stockholders of \_

for the year 19  
in the city of \_

at            o'clock

was held at

M., pursuant to a Waiver of Notice signed by all the stockholders and appended to the minutes of this meeting.

The meeting was called to order by the president, and by a show of hands vote, it was declared that a quorum of the stockholders was present.

The president presented his annual report of the corpo ration's business activity for the previous year, and the plans of the coming year. On motion made, seconded, and carried, said annual report was appended to the minutes of this meeting.

The treasurer then gave his annual report of the corporation's financial condition and on motion made, seconded, and carried, said report was appended to the minutes of this meeting. Election of the board of directors was next on the agenda with the following named persons being nominated:

By unanimous vote, the following persons have been

elected to the board of directors and to serve until the next annual meeting of the stockholders:

There being no further business to come before this meeting, on motion duly made, seconded, and carried, the meeting was adjourned.

The following were present:

being all the directors of the corporation.

for the year 19                      in the city of

The chairman called for the election of officers, and the following persons were elected to the office set opposite their respective names, to hold office for the term provided in the bylaws:

President  
Vice President  
Treasurer  
Secretary

By unanimous vote the following salaries were fixed:

effective until the further order of the board of directors.

There being no further business to come before this meeting, on motion duly made, seconded, and carried, the meeting was adjourned.



State of Missouri  
Matt Blunt, Secretary of State

Corporations Division  
P.O. Box 778, Jefferson City, MO 65102

James C. Kirkpatrick State Information Center  
600 W. Main Street, Rm 322, Jefferson City, MO 65101

FILED

Amendment of Articles of Organization  
(Submit in duplicate with filing fee of \$25)

MAY 10 2001

*Matt Blunt*  
SECRETARY OF STATE

1. The current name of the limited liability company is:  
Lost Creek Farms, L.L.C.

2. The effective date of this document is the date it is filed by the Secretary of State of Missouri, unless a future date is indicated, as follows:

(Date may not be more than 90 days after the filing date in this Office)

3. State date of occurrence that required this amendment: \_\_\_\_\_  
Month/Day/Year

4. The articles of organization are hereby amended as follows:  
For tax purposes, the limited liability company shall not  
be considered a coporation.

5. (Check if applicable) This amendment is required to be filed because:
- management of the limited liability company is vested in one or more managers where management had not been so previously vested.
  - management of the limited liability company is no longer vested in one or more managers where management was previously so vested.
  - a change in the name of the limited liability company.
  - a change in the time set forth in the articles of organization for the limited liability company to dissolve.

6. This amendment is (check either or both):
- authorized under the operating agreement
  - required to be filed under the provisions of RSMo Chapter 347

In affirmation thereof, the facts stated above are true:

	Montie E. Milner	5/6/01
(Authorized Signature)	(Printed Name)	(Date)
	Suzanne E. Milner	5/6/01
(Authorized Signature)	(Printed Name)	(Date)
(Authorized Signature)	(Printed Name)	(Date)

No. LC0034814

# STATE OF MISSOURI



Matt Blunt  
Secretary of State

LIMITED LIABILITY COMPANY  
AMENDED ARTICLES OF ORGANIZATION

WHEREAS,

LOST CREEK FARMS, LLC

filed its amended Articles of Organization in duplicate with this office and WHEREAS that filing was found to conform to the Missouri Limited Liability Company Act;

NOW, THEREFORE, I, MATT BLUNT, Secretary of State of Missouri, by virtue of authority vested in me by law do hereby certify and declare that the above entity's Articles of Organization are amended.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 10th day of MAY, 2001.

*Matt Blunt*

\$25.00

Secretary of State





**LAND SURVEYORS  
 CIVIL ENGINEERS  
 LAND USE PLANNERS**

**CLOSURE CALCULATIONS**

**FOR**

**MAP OF DIVISION INTO LARGE PARCELS  
 FOR LOST CREEK FARMS, LLC**

**Parcel Name: PARCEL 1**

North: 15402233.58'      East: 2273415.77'

Segment #1 : Line

Course: S88°25'46"E      Length: 1318.21'  
 North: 15402197.45'      East: 2274733.48'

Segment #2 : Line

Course: S1°25'18"W      Length: 1320.98'  
 North: 15400876.88'      East: 2274700.71'

Segment #3 : Line

Course: N88°26'05"W      Length: 1320.73'  
 North: 15400912.95'      East: 2273380.47'

Segment #4 : Line

Course: S0°53'19"W      Length: 1318.89'  
 North: 15399594.22'      East: 2273360.02'

Segment #5 : Line

Course: S3°45'59"W      Length: 61.77'  
 North: 15399532.59'      East: 2273355.96'

Segment #6 : Line



Course: N88°59'03"W      Length: 828.29'  
 North: 15399547.27'      East: 2272527.80'

Segment #7 : Line

Course: N89°18'04"W      Length: 490.73'  
 North: 15399553.26'      East: 2272037.11'

Segment #8 : Line

Course: N0°56'08"E      Length: 1397.19'  
 North: 15400950.26'      East: 2272059.92'

Segment #9 : Line

Course: N1°37'53"E      Length: 479.59'  
 North: 15401429.66'      East: 2272073.57'

Segment #10 : Line

Course: S89°03'42"E      Length: 482.63'  
 North: 15401421.75'      East: 2272556.14'

Segment #11 : Line

Course: N0°48'45"E      Length: 768.81'  
 North: 15402190.49'      East: 2272567.04'

Segment #12 : Line

Course: N0°43'48"E      Length: 66.65'  
 North: 15402257.13'      East: 2272567.89'

Segment #13 : Line

Course: S88°24'33"E      Length: 848.21'  
 North: 15402233.58'      East: 2273415.77'

Perimeter: 10702.67'      Area: 4,921,171 Sq. Ft.  
 Error Closure:              0.01      Course: N72°30'33"E  
 Error North:              0.002      East: 0.005

Precision 1: 1070268.00

**OWNERS CERTIFICATE**

THIS IS TO CERTIFY THAT THE UNDERSIGNED, LOST CREEK FARMS, LLC, A MISSOURI LIMITED LIABILITY COMPANY, IS THE OWNER OF THE TRACT OF LAND REPRESENTED ON THIS PLAT AND HAS CONSENTED TO THE PREPARATION AND RECORDATION OF THIS PLAT, AND THAT THE SAME IS EXECUTED IN COMPLIANCE WITH AND SUBJECT TO THE PROVISIONS OF N.R.S. CHAPTER 278. NO PUBLIC UTILITY EASEMENTS ARE HEREBY GRANTED.

LOST CREEK FARMS, LLC, A MISSOURI LIMITED LIABILITY COMPANY

BY: MONTIE MILNER \_\_\_\_\_ PRESIDENT \_\_\_\_\_ DATE \_\_\_\_\_

**OWNER ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ }  
 COUNTY OF \_\_\_\_\_ } S.S.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON \_\_\_\_\_ 20\_\_\_\_  
 BY MONTIE MILNER AS PRESIDENT OF LOST CREEK FARMS LLC, A MISSOURI LIMITED LIABILITY COMPANY.

NOTARY PUBLIC \_\_\_\_\_  
 MY COMMISSION EXPIRES \_\_\_\_\_

**TITLE COMPANY CERTIFICATE** ORDER NO 2100722-CD

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT HAS BEEN EXAMINED AND THAT LOST CREEK FARMS, LLC, A MISSOURI LIMITED LIABILITY COMPANY, OWNS OF RECORD AN INTEREST IN THE LANDS DELINEATED HEREON, AND THAT THEY ARE THE ONLY OWNER OF RECORD OF SAID LAND; THAT NO ONE HOLDS OF RECORD A SECURITY INTEREST IN THE LAND TO BE DIVIDED; EXCEPT PER DEED(S) OF TRUST DOC NO. 4805779, RECORDED APRIL 19, 2018, AND THAT THERE ARE NO LIENS OF RECORD AGAINST THE LANDS DELINEATED HEREON FOR DELINQUENT STATE, COUNTY, MUNICIPAL FEDERAL OR LOCAL TAXES OR ASSESSMENTS COLLECTED AS TAXES OR SPECIAL ASSESSMENTS, AS OF \_\_\_\_\_ 20\_\_\_\_.

TICOR TITLE OF NEVADA INC.

SIGNATURE \_\_\_\_\_ PRINT NAME/TITLE \_\_\_\_\_ DATE \_\_\_\_\_

**TAXATION CERTIFICATE** (APN: 066-050-14)

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL THE PROPERTY TAXES ON THE LAND FOR THE FISCAL YEAR HAVE BEEN PAID AND THAT THE FULL AMOUNT OF ANY DEFERRED PROPERTY TAXES FOR THE CONVERSION OF THE PROPERTY FROM AGRICULTURE USE HAS BEEN PAID PURSUANT TO NRS 361A.265.

WASHOE COUNTY TREASURER

SIGNATURE \_\_\_\_\_ PRINT NAME/TITLE \_\_\_\_\_ DATE \_\_\_\_\_

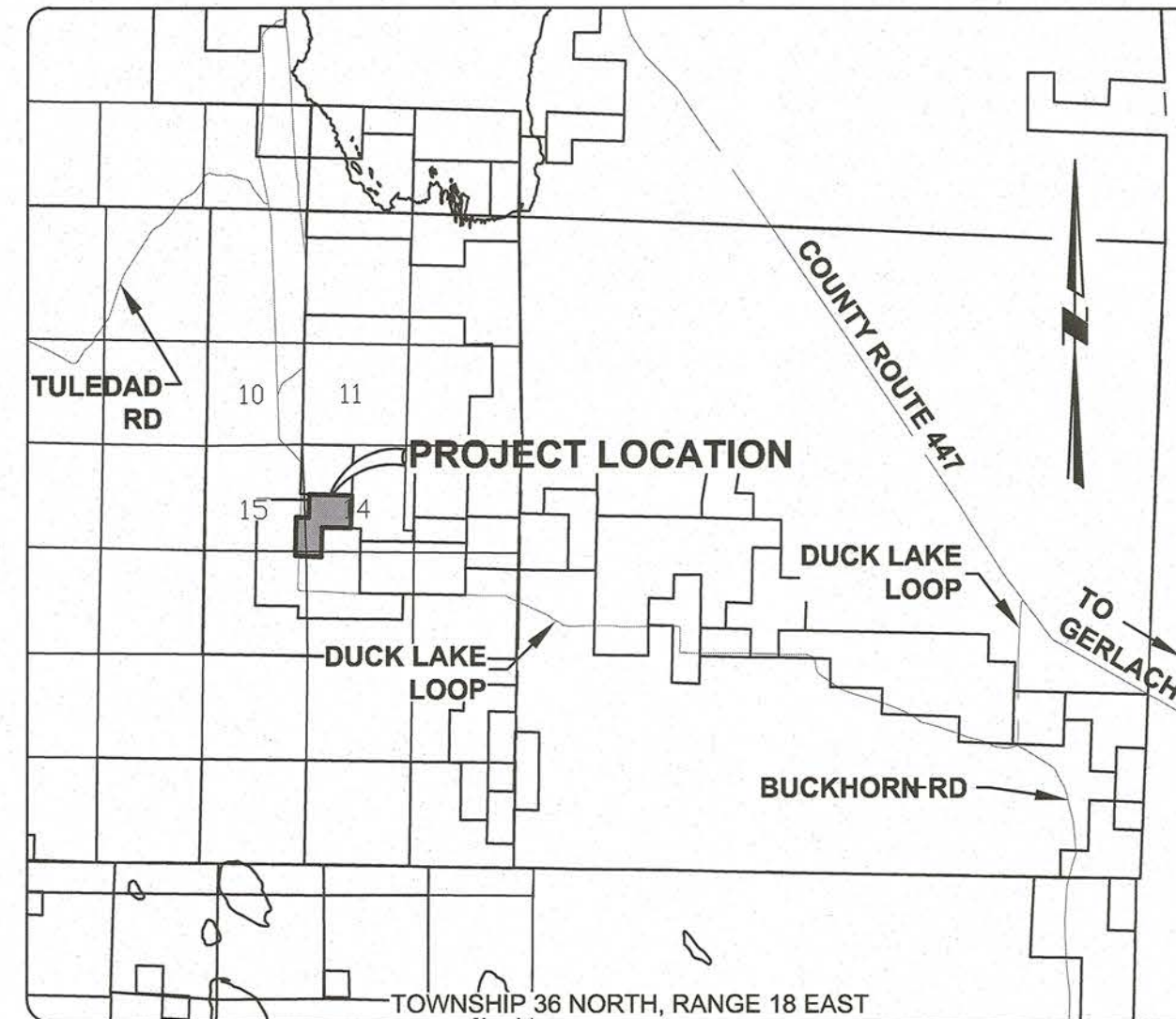
**DISTRICT BOARD OF HEALTH CERTIFICATE**

THIS MAP IS APPROVED BY THE WASHOE COUNTY DISTRICT BOARD OF HEALTH. THIS APPROVAL CONCERNS SEWAGE DISPOSAL, WATER POLLUTION, WATER QUALITY, AND WATER SUPPLY FACILITIES. THIS MAP HAS BEEN FOUND TO MEET ALL APPLICABLE REQUIREMENTS AND PROVISIONS OF THE ENVIRONMENTAL HEALTH SERVICES DIVISION OF THE WASHOE COUNTY HEALTH DISTRICT.

FOR THE DISTRICT BOARD OF HEALTH \_\_\_\_\_ DATE \_\_\_\_\_

**SECURITY INTEREST HOLDER CERTIFICATE**

UNITED STATES OF AMERICA ACTING THROUGH THE FARM SERVICE AGENCY, UNITED STATES DEPARTMENT OF AGRICULTURE BENEFICIARY UNDER DEED OF TRUST DOCUMENT NO. 4805779, RECORDED APRIL 19, 2018, OFFICIAL RECORDS, WASHOE COUNTY, NEVADA, HAS CONSENTED TO THE PREPARATION AND RECORDATION OF THIS PLAT PER DOCUMENT NO. \_\_\_\_\_ OFFICIAL RECORDS WASHOE COUNTY, NEVADA.



**VICINITY MAP**  
 NOT TO SCALE

**SURVEYOR'S CERTIFICATE**

I, ROBERT O. LARIVIERE, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:

THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF LOST CREEK FARMS, LLC, A MISSOURI LIMITED LIABILITY COMPANY.

1. THE LANDS SURVEYED LIE WITHIN A PORTION OF SECTIONS 14 AND 15, TOWNSHIP 36 NORTH, RANGE 18 EAST, M.D.M., AND THE SURVEY WAS COMPLETED ON APRIL 20, 2022.
2. THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN AFFECT ON THE DATE THAT THE GOVERNING BODY GAVE IT'S FINAL APPROVAL.
3. THE MONUMENTS DEPICTED ON THIS PLAT ARE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY.

ROBERT O. LARIVIERE ~ PLS 8661  
  
 12-5-2022

**WATER & SEWER RESOURCE REQUIREMENTS**

THE PROJECT/DEVELOPMENT DEPICTED ON THIS MAP IS IN CONFORMANCE WITH THE PROVISIONS OF ARTICLE 422 OF WASHOE COUNTY CHAPTER 110 (DEVELOPMENT CODE).

WASHOE COUNTY COMMUNITY SERVICES DEPARTMENT \_\_\_\_\_ DATE \_\_\_\_\_

**DIRECTOR OF PLANNING AND DEVELOPMENT CERTIFICATE**

THE FINAL MAP OF DIVISION OF LAND INTO LARGE PARCELS CASE NO. \_\_\_\_\_ MEETS ALL APPLICABLE STATUTES, ORDINANCES AND CODE PROVISIONS; IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE MAP AND ITS CONDITIONS, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE, AND THOSE CONDITIONS HAVE BEEN SATISFIED FOR RECORDATION OF THIS MAP. THE OFFER(S) OF DEDICATION IS (ARE) REJECTED AT THIS TIME, BUT WILL REMAIN OPEN IN ACCORDANCE WITH THE NEVADA REVISED STATUTES CHAPTER 278.

THIS FINAL MAP IS APPROVED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_, BY THE DIRECTOR OF PLANNING AND BUILDING DIVISION OF WASHOE COUNTY, NEVADA IN ACCORDANCE WITH NEVADA REVISED STATUTES 278.471 THROUGH 278.47250.

MOJRA HAUENSTEIN, DIRECTOR, \_\_\_\_\_ DATE \_\_\_\_\_  
 PLANNING AND BUILDING DIVISION

**NOTES**

1. NO HABITABLE STRUCTURES SHALL BE LOCATED ON A FAULT THAT WAS ACTIVE DURING THE HOLOCENE EPOCH OF GEOLOGICAL TIME.
2. FEMA FLOOD ZONE INFORMATION IS TAKEN FROM THE LATEST FIRM PANEL, 32031C1225G, PANEL 1225 OF 3475. THE SUBJECT SURVEYED PORTION OF THIS PROPERTY LIES ENTIRELY WITHIN FLOOD ZONE X. REVISED MARCH 16, 2009.
3. THIS MAP MAKES NO OFFER OF ROAD DEDICATION, PUBLIC OR PRIVATE.
4. THIS SURVEY WAS COMMENCED BY CHARLES D. CHURCH, PLS 6886 WHILE EMPLOYED BY CFA INC., AND COMPLETED BY ROBERT O. LARIVIERE, PLS 8661 AFTER MR. CHURCH'S RETIREMENT.

**COUNTY SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND PERFORMED A TECHNICAL MAP CHECK OF THE GEOMETRIC DATA SHOWN HEREON, PURSUANT TO THAT INTERLOCAL AGREEMENT RECORDED IN THE OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA, AS DOCUMENT NO. 2233806, AND I AM SATISFIED SAID GEOMETRIC DATA IS TECHNICALLY CORRECT.

WAYNE HANDROCK, P.L.S. 20464  
 WASHOE COUNTY SURVEYOR

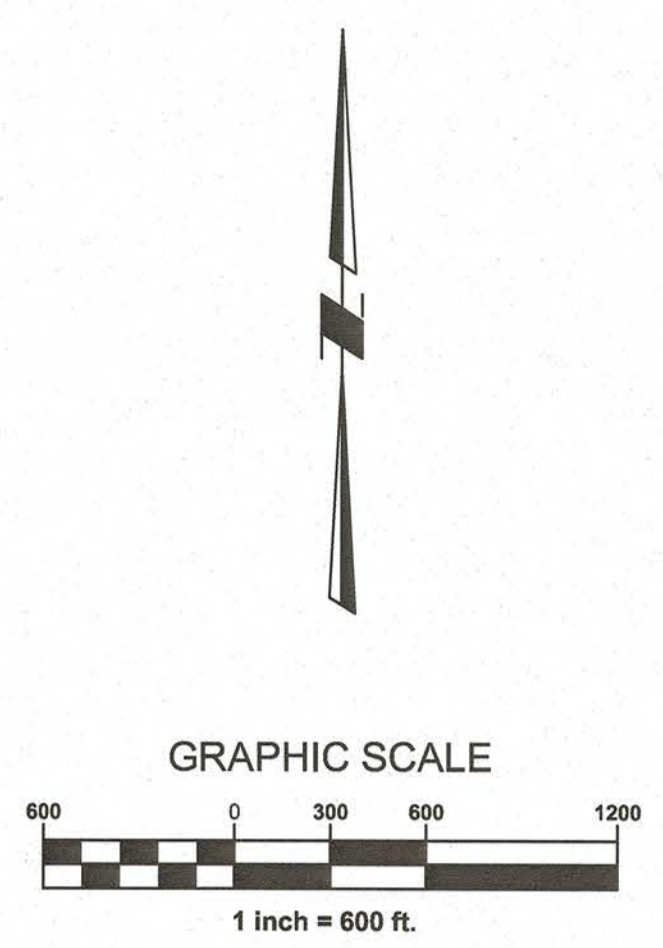
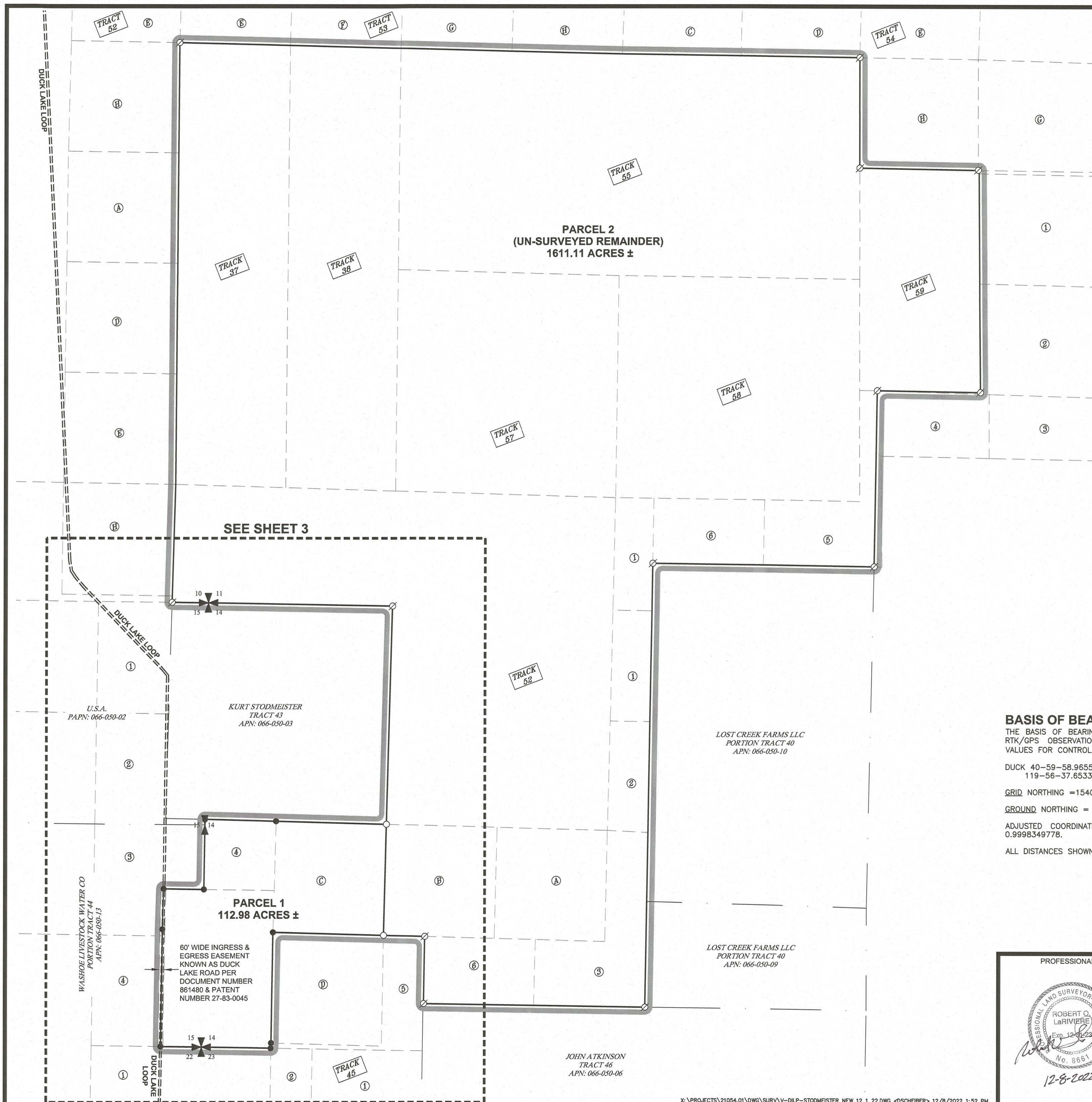
**MAP OF DIVISION OF LARGE PARCELS FOR LOST CREEK FARMS, LLC**

A DIVISION OF PORTIONS OF SECTIONS 1, 2, 3, 10, 11, 12, 13, 14, & 15 TOWNSHIP 36 NORTH, RANGE 18 EAST, M.D.M.  
 WASHOE COUNTY NEVADA

CFA, INC.  
 LAND SURVEYORS  
 CIVIL ENGINEERS  
 LAND USE PLANNERS  
 1150 CORPORATE BOULEVARD • RENO, NEVADA 89502  
 775-856-1150 MAIN • 775-856-1160 FAX • CFARENO.COM

JOB NO. 21054.01  
 DRAWN BY DRS  
 CHECKED BY ROL  
 DATE DECEMBER 2022  
 SHEET 1 OF 3





- LEGEND**
- SET 5/8" REBAR & CAP OR NAIL & WASHER, "PLS 6886"
  - FOUND MONUMENT AS NOTED
  - ∅ DIMENSION POINT, NOTHING FOUND OR SET
  - △ GPS CONTROL POINT
  - APN ASSESSOR PARCEL NUMBER
  - CP CONTROL POINT
  - (R1) REFERENCE NUMBER
  - DIRT ROAD
  - - - TRACT LINE
  - ADJOINER PROPERTY LINE
  - - - EASEMENT LINE
  - SECTION LINE
  - GRAPHIC BORDER
  - TRACK 30 ① TRACT NUMBER
  - 14 20 29 CALCULATED SECTION CORNER
  - 15 14 22 23 FOUND SECTION CORNER
  - 15 14 FOUND 1/4 SECTION CORNER

**BASIS OF BEARINGS**  
 THE BASIS OF BEARINGS AND COORDINATES FOR THIS SURVEY WERE ESTABLISHED FROM RTK/GPS OBSERVATIONS (NAD83/94, NEVADA WEST ZONE) AND THE OPUS DERIVED VALUES FOR CONTROL POINT "DUCK".

DUCK 40-59-58.9655000 N  
 119-56-37.6533600 W

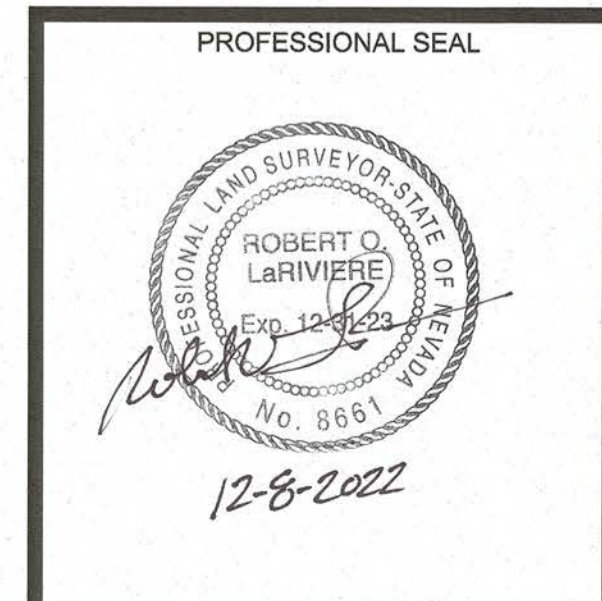
GRID NORTHING = 15401889.23761 EASTING = 2249165.24363 EL = 4726.48'  
 GROUND NORTHING = 15404431.31079 EASTING = 2249536.46709 EL = 4726.48'

ADJUSTED COORDINATES WERE DIVIDED BY PROJECT AVERAGE COMBINED FACTOR OF 0.9998349778.

ALL DISTANCES SHOWN ON THIS PLAT ARE GROUND DISTANCES.

**AREA TOTALS**

DESCRIPTION	SQUARE FEET±	ACRES±
PARCEL 1	4,921,171	112.98
UN-SURVEYED REMAINDER	71,127,477	1611.11
TOTAL AREA	76,048,648	1724.09



**MAP OF DIVISION OF LARGE PARCELS**  
 FOR  
**LOST CREEK FARMS, LLC**

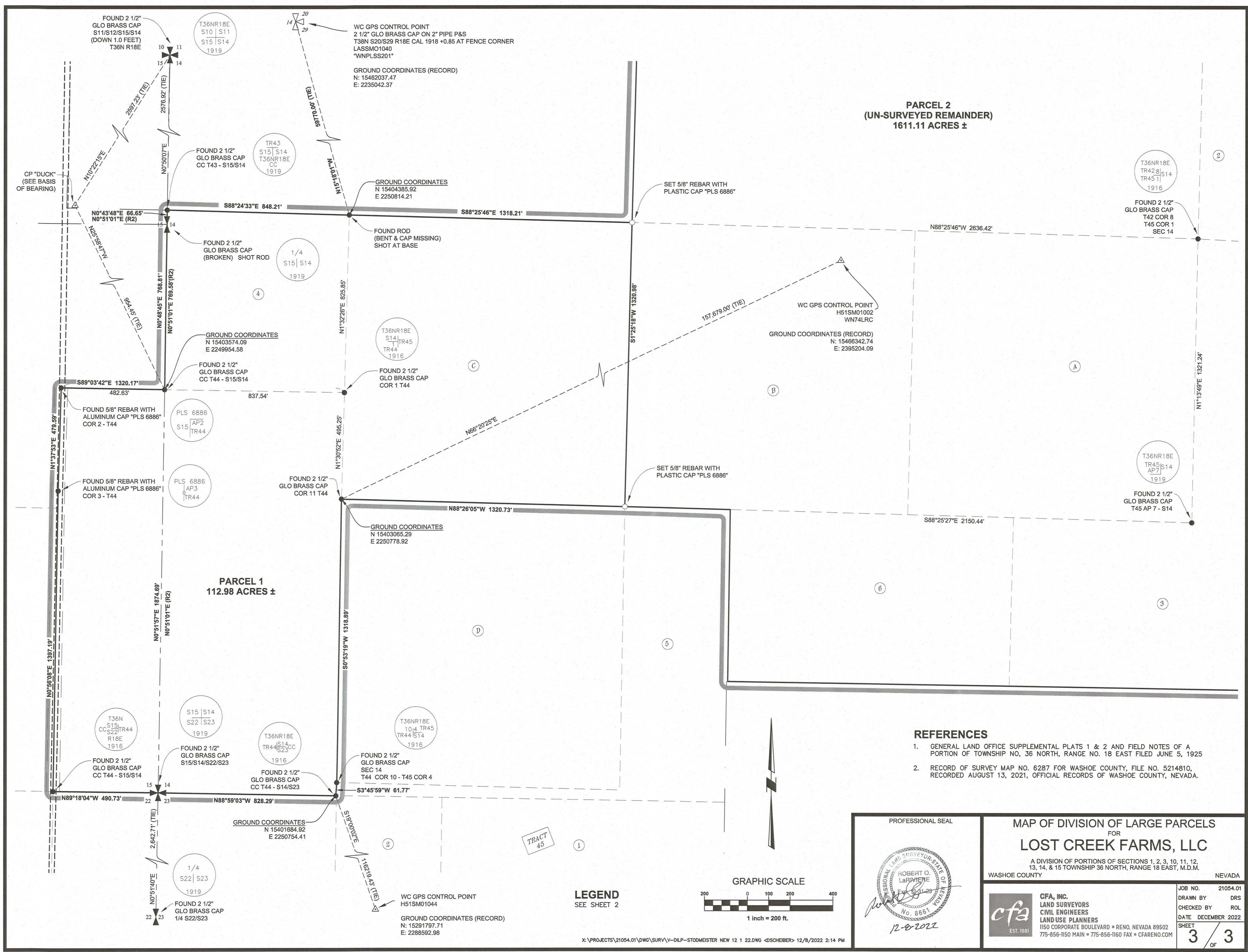
A DIVISION OF PORTIONS OF SECTIONS 1, 2, 3, 10, 11, 12, 13, 14, & 15 TOWNSHIP 36 NORTH, RANGE 18 EAST, M.D.M.  
 WASHOE COUNTY NEVADA

**CFA, INC.**  
 LAND SURVEYORS  
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JOB NO. 21054.01  
 DRAWN BY DRS  
 CHECKED BY ROL  
 DATE DECEMBER 2022  
 SHEET 2 OF 3

**PARCEL 2  
(UN-SURVEYED REMAINDER)  
1611.11 ACRES ±**

**PARCEL 1  
112.98 ACRES ±**



**REFERENCES**

1. GENERAL LAND OFFICE SUPPLEMENTAL PLATS 1 & 2 AND FIELD NOTES OF A PORTION OF TOWNSHIP NO. 36 NORTH, RANGE NO. 18 EAST FILED JUNE 5, 1925
2. RECORD OF SURVEY MAP NO. 6287 FOR WASHOE COUNTY, FILE NO. 5214810, RECORDED AUGUST 13, 2021, OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.

PROFESSIONAL SEAL

**MAP OF DIVISION OF LARGE PARCELS  
FOR  
LOST CREEK FARMS, LLC**

A DIVISION OF PORTIONS OF SECTIONS 1, 2, 3, 10, 11, 12,  
13, 14, & 15 TOWNSHIP 36 NORTH, RANGE 18 EAST, M.D.M.

WASHOE COUNTY NEVADA

**cfa** EST. 1981  
CFA, INC.  
LAND SURVEYORS  
CIVIL ENGINEERS  
LAND USE PLANNERS  
1150 CORPORATE BOULEVARD • RENO, NEVADA 89502  
775-856-1150 MAIN • 775-856-1160 FAX • CFARENO.COM

JOB NO. 21054.01  
DRAWN BY DRS  
CHECKED BY ROL  
DATE DECEMBER 2022  
SHEET 3 OF 3

**LEGEND**  
SEE SHEET 2

