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ATTORNEY FOR RESPONDENT

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

DONALD SORRELLS,)	Case No. GNR-U-22-03
)	
Complainant,)	
)	
v.)	AMENDED ANSWER TO FORMAL
)	COMPLAINT
)	
SUNNYSIDE PARK UTILITIES,)	
INC.,)	
)	
Respondent.)	
_____)	

COMES NOW the Respondent, by its counsel of record, Paul L. Fuller, in response to the Summons issued by the Idaho Public Utilities Commission and the Formal Complaint filed by the Complainant, and hereby submits an Amended Answer as follows:

1. Respondent, Sunnyside Park Utilities, Inc., (hereinafter "SPU") is an Idaho corporation, organized and existing under the laws of the State of Idaho with its principle place of operation in the County of Bonneville, State of Idaho, with the principle purpose of providing non-profit water and sewer service at cost to select lots in Sunnyside Industrial and Professional Park,

pursuant to Rules and Regulations adopted by SPU. SPU was formally converted into an Idaho Nonprofit Corporation on June 10, 2022. See Statement of Conversion, attached as Exhibit 'A'.

2. Complainant, Donald Sorrells, together with Meri Sorrells (hereinafter jointly "Sorrells"), purchased Lot 4, Block 4, Sunnyside Industrial & Professional Park, located in Bonneville County, Idaho (hereinafter "the Subject Property"), on or about August 6, 2018 from Paul and Stefanie Crockett, as shown by the Warranty Deed recorded as Bonneville County Instrument No. 1588415.

3. On March 10, 2020, Sorrells transferred the Subject Property to The Donald Dail Sorrells and Meri Sorrells Living Trust, dated March 2, 2006, and restated in December 19, 2019, as shown by Trust Transfer Deed recorded as Bonneville County Instrument No. 1635301 (hereinafter "The Trust"). Based upon this transfer, Sorrells is not the owner of the Subject Property as alleged in the Formal Complaint, para. 1. Sorrells did not inform SPU of this ownership change.

4. Sorrells' Formal Complaint fails to establish, or even allege, that Donald Sorrells is the duly appointed trustee authorized to act on behalf of The Trust, or that The Trust has authorized the Formal Complaint filed herein.

5. The Trust has not applied for or been accepted by SPU as a customer, and SPU only recently became aware that the Subject

Property is no longer owned by Sorrells through SPU's own investigations. Sorrells never notified SPU of the transfer of ownership. Neither Sorrells, nor The Trust, qualifies as a customer under IDAPA 31.21.01.005.02 and both lack standing to file a complaint against SPU.

6. The failure of Sorrells to identify the true status of the ownership of the Subject Property constitutes grounds for termination under IDAPA 31.21.01.302.01(d) as a material misrepresentation of the true status of ownership of the Subject Property.

7. Additionally, the Subject Property is located in an Industrial and Manufacturing Zone. Pursuant to IDAPA 31.21.01.602.03, the failure of The Trust to apply for service with SPU upon its acquisition of the subject property constitutes grounds for termination.

JURISDICTION

8. SPU currently provides water and sewer service at cost and not for profit to nineteen (19) commercial and industrial customers, all located in the Sunnyside Industrial and Professional Park, adjacent to Idaho Falls. Only one vacant lot is located in the subdivision which could potentially connect to SPU's system in the future.

9. SPU was organized by Kirk Woolf on March 28, 2002, as a general Idaho corporation, with one share owned by Kirk Woolf, one

share owned by Doyle Beck, and twenty (20) shares owned by Sunnyside Industrial and Professional Park, LLC. Mr. Woolf has since transferred his single share to SPU, to be held as a treasury share. Mr. Woolf no longer has any ownership or management position with SPU.

10. On June 10, 2022, SPU conducted a Stockholders' Meeting wherein the Stockholders approved a Plan of Conversion and new Bylaws in order to convert SPU into a non-profit entity. See Minutes of Annual Meeting, attached as Exhibit 'B', Plan of Conversion, attached as Exhibit 'C', and Bylaws, attached as Exhibit 'D'.

11. SPU was formally converted into a non-profit corporation by filing a Statement of Conversion with the Idaho Secretary of State's Office on June 10, 2022. See Statement of Conversion, attached as Exhibit 'A'.

12. On June 30, 2022, SPU's Board of Directors adopted new Rules and Regulations governing water service (see Exhibit 'E') and adopted a rate schedule (see Exhibit 'F'). The rates were consistent with rates charged prior to conversion to a non-profit public utility.

13. Over the years and prior to conversion to non-profit status, SPU has spoken with various individuals with the IPUC, who all informed SPU that SPU, even as a general corporation, was not within the jurisdictional purview of the IPUC based upon its

limited size. Such communication was as recent as early 2022 and occurred with both SPU's and Sorrells' counsel. Based upon these repeated communications, SPU did not believe that the IPUC was exercising jurisdiction over this matter, and proceeded accordingly, including not applying for a Certificate of Convenience and Public Necessity. Individuals with the IPUC notified Sorrells' counsel of this fact as well, as established by correspondence received from Sorrells' counsel.

14. On April 16, 2002, SPU entered into a Third Party Beneficiary Utility Agreement with Sunnyside Park Owners Association, Inc. (hereafter "Owners Association"), which is duly recorded as Bonneville County Instrument No. 1272911 (hereafter "Third Party Agreement"). A copy of the Third Party Agreement is submitted as Exhibit 'G'. Under the Third Party Agreement, SPU is required to submit notice of any rate change to the Owners Association and to all users of SPU's system. The users are then allowed ninety (90) days to provide written objection to the rate change. If after ninety (90) days, not more than half of the owners have provided written objection to the rate change, SPU may implement the rate change. If more than half of the owners object to the rate change, and no resolution can be reached, the issue of the rate change is submitted to a board of arbitrators, comprised of one member selected by SPU, one member selected by those objecting to the rate change, and a third arbitrator selected by

the first two arbitrators. The arbitrators shall then provide written recommendations regarding reasonableness of rates. If objections still continue, any party may proceed with legal proceedings to determine a reasonable rate. No rate change will be allowed without compliance with these provisions.

15. No rate change has been made since the Sorrells' purchase of the Subject Property.

16. Pursuant to Idaho Code Section 61-104, the term "Corporation" for purposes of IPUC jurisdiction does not include any "public utility organized and operated for service at cost and not for profit..." Based upon this provision, IPUC lacks jurisdiction over SPU.

HISTORY OF VIOLATIONS AND BASIS FOR TERMINATION

17. On August 23, 2018, while the Subject Property was owned by Sorrells individually, SPU issued a "Will Serve" letter to Sorrells, based on representations that Sorrells would install only two (2) restrooms on the Subject Property, with no other water or sewer needs. See copy of Will Serve letter attached as Exhibit 'H'.

18. SPU never entered into any agreement to provide services to The Trust, and was only recently made aware that Sorrells had transferred the Subject Property.

19. The Trust has never applied for service from SPU.

20. During October-November, 2018, Sorrells obtained

commercial building permits from Bonneville County for the construction of several buildings on the Subject Property, only one of which was identified as requiring a sewer permit. See Building Permits 1-5, attached hereto as Exhibit 'I'.

21. Notwithstanding the fact that Sorrells was authorized to install only two bathrooms on the Subject Property under the County Building Permit and their agreement with SPU, Sorrells installed additional connections, including but not limited to, a washer/dryer connection, an RV septic/water connection, and ten (10) frost-free hydrants on multiple buildings on the Subject Property. Such actions constitute grounds for termination under IDAPA 31.21.01.303.03 for obtaining, diverting and/or using SPU's services without authorization or knowledge of SPU.

22. Sorrells, who is believed to reside primarily in California, would park an RV inside one of the units located on the Subject Property and reside in that unit for extended periods. Use of a commercial/industrial property (I&M-1 Zone) for residential purposes is a violation of Bonneville County Zoning Ordinance, Chapter 26, Section 1-2602(1).

23. Sorrells' installation of the additional water/septic connections was not authorized by SPU and was not permitted by Bonneville County Zoning and Building Department.

24. Following Sorrells' connection to SPU's system, SPU has noted repeated instances where excessive discharge was being sent

into SPU's septic system from the Subject Property. SPU notified Sorrells of these repeated issues, and was routinely assured that the excessive discharge would be addressed. Such willful wasting of water constitutes grounds for termination under IDAPA 31.21.01.302.01(f).

25. On or about August 21, 2019, SPU sent a notice of violation to Sorrells regarding the additional connections, along with identifying a defective toilet which was discharging continuous excess water flow into SPU's septic system. SPU requested remediation or services would be terminated. See copy attached as Exhibit 'J'.

26. On or about September 5, 2019, a second notice was sent to Sorrells regarding a constant flow of excess discharge coming from the Subject Property, again requesting remediation. See copy attached as Exhibit 'K'.

27. On or about February 12, 2021, SPU sent a third notice of violation of Rules and Regulations, through counsel, requesting that the frost free hydrants be removed and that a cement plug be placed in the RV septic system dump sewer line. See copy attached as Exhibit 'L'.

28. Based on a belief that the Sorrells was acting in good-faith in negotiating a compromise, and without knowledge of The Trust's ownership of the Subject Property, SPU did not immediately seek to terminate services to the Subject Property.

29. It has been represented by Sorrells that the RV septic system dump sewer line has been plugged, but SPU has not been allowed to verify this fact directly or been given any reason to believe the representations.

30. On April 5, 2021, counsel for Sorrells submitted a letter stating that "the toilet drainage/leaking issue has been remedied."

31. On April 16, 2021, counsel for SPU identified numerous legal requirements which Sorrells had failed to comply with, including the following: (1) failure to provide an inspection and certification report by a licensed Idaho Professional Engineer stating that the water and sewer lines were up to county standards; (2) failure to provide "as built" drawings for the water and sewer lines for all buildings; (3) failure to identify changes to site plans submitted to the Bonneville County Public Works Department; (4) failure to provide Sunnyside Park Utilities with the architectural plans for Buildings 2-5; (5) failure to provide evidence of installation of an appropriate backflow prevention device; and (6) failure to allow Sunnyside Park Utilities to inspect the water and sewer service lines prior to covering. A copy of such notice is attached as Exhibit 'M'.

32. On or about June 17, 2021, a water meter was installed at SPU's cost in the public right-of-way to monitor water consumption on the Subject Property. Such water meter remains the

property of SPU. A copy of a "Paid in full" invoice for the water meter is attached hereto as Exhibit 'R'.

33. While taking a meter reading on October 25, 2021, SPU's representative was contacted by Nikita Byington, a tenant of Subject Property, and was told that he was not allowed to access the water meter on the Subject Property. It is understood that Ms. Byington monitors the Subject Property when Sorrells is not present. The tenant's statement, as agent of Sorrells, that SPU was prohibited from accessing the water meter constitutes grounds for termination under IDAPA 31.21.01.302.01(e).

34. On October 25, 2021, at approximately 9:30 p.m., SPU discovered that Sorrells' toilet was again continuously running. SPU shut off water to the Subject Property at the water meter to prevent the continuous excess flow from overloading the septic system and wasting water.

35. On October 26, 2021, counsel for SPU informed counsel for Sorrells of the repeated excessive discharge and water waste issues and stated that "water will be turned back on when proof is provided that a new toilet has been installed and a monitoring plan acceptable to Sunnyside Park Utilities is submitted by Mr. Sorrells on how he will manage his sewage discharge in the future, pursuant to [Sunnyside Park's Rules and Regulations] Article 2, Section 7."

36. During the evening of October 26, 2021, SPU again

noticed excessive discharge into its septic system and found that Sorrells, or his agent, had turned on the water without SPU's authorization. SPU again turned off the water and installed a lock on the water meter to prevent Sorrells from restarting the water until Sorrells verified that the excessive discharge and water wasting had been permanently remedied and would no longer risk overloading SPU's septic system and wasting water.

37. On October 27, 2021, Sorrells sent a text message to SPU, stating in part: "...this is a formal notice that if you or any one representing you enters my property for any reason again you will be removed by force if necessary. The water meter is fully owned and paid for by me, and is on my property. Do not TOUCH AGAIN!! The toilets have been repaired and there is no water flow. BACK OFF!!!"

38. Sorrells' notice and threats prohibiting SPU from accessing the water meter constitutes grounds for termination under IDAPA 31.21.01.302.01(e). Sorrells has not provided any notice that his threats have been rescinded.

39. On October 27, 2021, Finish Line Plumbing, Inc., invoiced Sorrells \$471.90 to repair the leaking toilet.

40. On October 27, 2021, counsel for Sorrells notified counsel for SPU that the toilet had again been repaired and requested that water service resume immediately.

41. Upon receipt of this request, SPU went to the water

meter to resume service and found that SPU's lock had been removed, the water had again been turned on without authorization, and a new lock had been placed by Sorrells to prevent SPU from being able to turn off the water at SPU's water meter.

42. Sorrells' placing of a lock on SPU's water meter constitutes grounds for termination under IDAPA 31.21.01.302.01(e).

43. On October 29, 2021, counsel for SPU provided a notice to Sorrells' counsel that water service would be terminated based upon Sorrells' interference with SPU's access to the water meter by means of the unauthorized lock and threats to forcibly remove any representative of SPU who attempted to access the meter as allowed under Idaho Public Utilities Commission regulations set forth in IDAPA 31.21.01.602.01 and IDAPA 31.21.01.302.01(e). See letter dated October 29, 2021, attached as Exhibit 'N'.

44. On November 1, 2021, counsel for Sorrells stated that the lock would be removed "on condition that [SPU] follow the rules for notice provided in his own rules and regulations in the future." The lock has now been removed, but Sorrells has not rescinded his threats of forcible removal of SPU representatives servicing SPU's meter.

45. Since the October 27, 2021 toilet repair, SPU has conducted regular readings of the water meter and regular inspections of the sewer discharge from the Subject Property.

46. Between the evening of October 29, 2021 and the morning of November 9, 2021, a total of 12,168 gallons were consumed by the Subject Property, which averages out to nearly 50 gallons per hour, for a property which was only authorized to have two restrooms.

47. On November 2, 2021, SPU notified Sorrells' contractor regarding the excessive consumption of water, and was informed that a frost-free hydrant was leaking and was in the process of being repaired. Sorrells' contractor was unaware of the extent of the leak, as only a minor leak is noticeable from the hydrant itself.

48. Sorrells' contractor turned off the water line to the hydrants and informed Sorrells of the leak.

49. Sorrells informed the contractor that Sorrells would continue to use the water service and allow his tenants and/or agent(s) to turn on/off the water to the hydrants as needed, prior to any repair of the leak. Sorrells' continued willful wasting of water constitutes grounds for termination under IDAPA 31.21.01.302.01(f).

50. Based upon water meter readings, it appears the water hydrants were shut off during the evenings between November 2-3 and 3-4, but otherwise the leak has continued unabated. A copy of the meter readings is attached as Exhibit 'O'.

51. More recently, between March 25 and April 7, 2022, the

meter readings show average water consumption in excess of 1,000 gallons per day. No explanation has been provided regarding this excessive use, leading SPU to believe that the water is being wasted through leakage.

52. By allowing leaking hydrants to continue to operate, Sorrells' is willfully wasting water provided by SPU and continuing to interfere with SPU services. Willfully wasting or interfering with service of a utility provider is a violation of IDAPA 31.21.01.302.01(f) and/or IDAPA 31.21.01.602.01. SPU does not believe that the leak is being discharged into SPU's septic system, but is likely seeping into the ground and may lead to future problems on Sorrells' and adjacent parcels.

53. Pursuant to SPU's Rules and Regulations for Sewer Service ("Rules and Regulations"), Article II, Section 2, "Any person or party found to be discharging unauthorized wastes shall be subject to penalties and fees as described in Article IV."

54. Pursuant to Rules and Regulations, Article IV, Section 3, SPU "reserves the right to refuse to provide service to persistent violators of these rules and regulations."

55. Pursuant to Rules and Regulations, Article II, Section 4(b), SPU prohibits the discharge of sewage in excess of the quantity and rate of flow which was intended to be discharged from the Subject Property.

56. Pursuant to Rules and Regulations, Article II, Section

4(e), SPU prohibits the discharge of unusual or excessive volume or continuous flow or concentration of wastes.

57. Pursuant to Rules and Regulations, Article II, Section 5, SPU reserves the right to reject current and future sanitary sewage for any person in violation of Article II or which poses a deleterious effect upon the sewer system. High volumes of continuous flows have a deleterious effect upon any septic drain field.

58. Pursuant to the Third Party Agreement, Section 4, "The Company [SPU] shall have the right to install on the premises of each of the individual buildings, and other improvements a water meter to be maintained by the Company through which all water supplied to the consumer shall pass and to which [SPU] shall have access at reasonable times for the purpose of taking meter readings and keeping said meters in repair." See attached Exhibit 'G'.

59. On November 11, 2021, pursuant to Idaho Code Section 10-1201 et. seq., SPU sought Declaratory Judgment in the Seventh Judicial District, Bonneville County, to declare the rights of SPU to refuse to provide service to Sorrells, a persistent and continuing violator of the Rules and Regulations of SPU and applicable IDAPA provisions, and to authorize the termination of water and/or sewer services to the Subject Property.

60. During the hearing held on Sorrells' Motion to Dismiss,

counsel for Sorrells stated that the appropriate course of action was for SPU to terminate services and to have the dispute addressed by the IPUC.

61. On March 2, 2022, the Court entered a Memorandum Decision on Respondent's Motion to Dismiss, directing the parties to address water service related issues with the IPUC. A copy of this Memorandum Decision is attached as Exhibit 'P', as requested by the IPUC.

62. On March 3, 2022, SPU provided Sorrells with a Notice of Intent to Terminate Services pursuant to IDAPA 31.21.01.304.01. A copy of the Notice was submitted to the IPUC, pursuant to IDAPA 31.21.01.605, which responded by telephone call of its agent, Curtis Stein on March 8, 2022, saying that the IPUC likely does not have jurisdiction over this matter. The IPUC has not entered a stay of termination or entered a finding that public interest requires service to be maintained as allowed under IDAPA 31.21.01.605, however termination has not occurred pending resolution of this matter.

63. On March 8, 2022, counsel for Sorrells submitted a letter to SPU's counsel stating that they also were contacted by the IPUC and "it has been made known to us that IPUC interprets the aforementioned rules and regulations as not applicable to SPU, and that IPUC deems SPU a 'nonregulated entity'." A copy of such letter is attached hereto as Exhibit 'Q'.

64. On March 8, 2022, pursuant to IDAPA 31.21.01.312.02, a Notice of Termination was posted on the Subject Property 48 hours prior to time of anticipated termination on March 10, 2022.

65. As required by IDAPA 31.21.01.304.02, Counsel for SPU diligently attempted to contact Mr. Sorrells' counsel on March 9, 2022, twenty-four (24) hours prior to anticipated termination, and spoke with attorney Paul Rippel, providing final Notice of Termination. Idaho Rules of Professional Conduct and Court rules prevented counsel from contacting Sorrells directly.

66. On March 9, 2022, prior to termination, SPU received notice that a Formal Complaint had been filed by Sorrells, and pursuant to IDAPA 31.21.01.700.01(b)(ii) termination has not occurred.

RESPONSE TO FORMAL COMPLAINT

67. Unless expressly admitted herein, SPU denies each and every allegation contained in Complainant Formal Complaint.

68. In response to Paragraph 1, SPU denies based upon the fact that the Subject Property was transferred to The Trust and is not owned by Complainant.

69. In response to Paragraph 2, SPU admits, with the clarification that SPU is a Non-Profit Corporation.

70. In response to Paragraph 3-5, SPU denies these allegations based upon repeatedly being informed by the IPUC that SPU is not a regulated entity.

71. In response to Paragraphs 6 and 11, no response is required.

72. In response to Paragraphs 7-10, SPU responds by stating that the letter speaks for itself.

73. In response to Paragraphs 12-23, SPU denies each and every allegation.

PRAYER

WHEREFORE, SPU prays for relief as follows:

1. Denying Sorrells Formal Complaint and dismissing this proceeding for the reason that the Idaho Public Utility Commission lacks jurisdiction over Sunnyside Park Utilities, Inc., based upon its non-profit status, as a public utility organized and operated for service at cost and not for profit.
2. Denying Sorrells' Formal Complaint and dismissing this proceeding for the reason that Sorrells does not own the Subject Property and has no standing to pursue this action.
3. Declaring that Sorrells is a persistent and continuing violator of the Rules and Regulations applicable to the Subject Property.
4. Declaring that Sorrells is in violation of IPUC Rules by reason of (1) material misrepresentations, (2) failure of The Trust to apply for SPU's services, (3) obtaining, diverting or using SPU's services without SPU's knowledge or

authorization, (4) interference with SPU's access to SPU's water meter, (5) failure to comply with pertinent legal requirements during construction of buildings on the Subject Property, and/or (6) by willfully wasting of water provided by SPU.

5. Declaring that SPU is authorized to terminate water services to Lot 4, Block 4, Sunnyside Industrial and Professional Park.

6. Granting SPU such further relief as the IPUC deems just and proper.

DATED this 7th day of September, 2022.

/s/ Paul L. Fuller
Paul L. Fuller
Attorney for Sunnyside Park Utilities, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I served a true and correct copy of the following described pleading or document on the persons listed below on this 7th day of September, 2022:

Document Served: AMENDED ANSWER TO FORMAL COMPLAINT

Persons Served:

Paul B. Rippel
Austin O. Allen
HOPKINS RODEN CROCKETT
HANSEN & HOOPES, PLLC
428 Park Ave.
Idaho Falls, ID 83402
paulrippel@hopkinsroden.com
austinallen@hopkinsroden.com

Via Email

/s/ Paul L. Fuller
Paul L. Fuller
FULLER & BECK LAW OFFICES, PLLC

EXHIBITS

Exhibit A - Statement of Conversion
Exhibit B - Minutes of Annual Shareholder Meeting
Exhibit C - Plan of Conversion
Exhibit D - Bylaws
Exhibit E - Rules and Regulations for Water Service
Exhibit F - Rate Schedule
Exhibit G - Third Party Beneficiary Agreement
Exhibit H - Will-Serve Letter
Exhibit I - Building Permits 1-5
Exhibit J - August 21, 2019 Notice
Exhibit K - September 5, 2019 Notice
Exhibit L - February 12, 2021 Notice
Exhibit M - April 16, 2021 Notice
Exhibit N - October 29, 2021 Notice
Exhibit O - Water Meter Readings
Exhibit P - Memorandum Decision
Exhibit Q - March 8, 2022 Letter
Exhibit R - Water Meter Invoice

EXHIBIT A



0004780910



STATE OF IDAHO

Office of the secretary of state, Lawrence Denney

Idaho Secretary of State
PO Box 83720
Boise, ID 83720-0080
(208) 334-2301
Filing Fee: \$30.00

For Office Use Only

-FILED-

File #: 0004780910

Date Filed: 6/10/2022 3:54:31 PM

Statement of Conversion					
Select one: Standard, Expedited or Same Day Service (see descriptions below)	Expedited (+\$40; filing fee \$70)				
Converting Entity:					
Entity Name:	SUNNYSIDE PARK UTILITIES, INC.				
The file number of this entity on the records of the Idaho Secretary of State is:	0000436368				
Jurisdiction:	IDAHO				
Current Entity Type:	General Business Corporation (D)				
Entity Subtype	General Business Corporation				
<input checked="" type="checkbox"/> This is a domestic entity, and this statement of conversion was approved in accordance with Idaho Code 30-22-403. The converted entity is a domestic entity, and its public organic record is as followed.					
<input checked="" type="checkbox"/> I understand that if I convert this record in error, I am responsible to file another Statement of Conversion to set the record back to the correct entity type.					
New Entity Type:					
Select the entity type of the converted entity:	Nonprofit Corporation				
Entity Subtype:					
Nonprofit Corporation Subtype	General Nonprofit				
NonProfit Corporation Name					
SUNNYSIDE PARK UTILITIES, INC.					
Voting Members:					
The corporation	does not have voting members.				
Asset Distribution:					
Upon dissolution the assets shall be distributed:	all assets will be distributed to another nonprofit organization with a similar purpose.				
Effective Date of Conversion:					
The conversion shall be effective	when filed with the Secretary of State.				
The registered agent on record is:					
Registered Agent	MARK R FULLER Registered Agent Physical Address 410 MEMORIAL DR SUITE 201 IDAHO FALLS, ID 83402 Mailing Address				
Incorporator Name(s) and Address(es):					
<table border="1"> <thead> <tr> <th>Name</th> <th>Incorporator Address</th> </tr> </thead> <tbody> <tr> <td>+ Doyle Beck</td> <td>3655 PROFESSIONAL WAY IDAHO FALLS, ID 83402-7301</td> </tr> </tbody> </table>		Name	Incorporator Address	+ Doyle Beck	3655 PROFESSIONAL WAY IDAHO FALLS, ID 83402-7301
Name	Incorporator Address				
+ Doyle Beck	3655 PROFESSIONAL WAY IDAHO FALLS, ID 83402-7301				
Director Name(s) and Address(es):					

B0714-5185 06/10/2022 3:54 PM Received by ID Secretary of State Lawrence Denney



Name	Title	Director Address
+ Doyle Beck	President	3655 PROFESSIONAL WAY IDAHO FALLS, ID 83402-7301
+ Lynn Beck	Vice President	3655 PROFESSIONAL WAY IDAHO FALLS, ID 83402-7301
+ Mark Beck	Vice President	3655 PROFESSIONAL WAY IDAHO FALLS, ID 83402-7301

Mailing Address of Entity:

Mailing Address: 3655 PROFESSIONAL WAY
IDAHO FALLS, ID 83402-7301

The Statement of Conversion must be signed by the converting entity:

Doyle Beck

Sign Here

06/10/2022

Date

Job Title:

President

EXHIBIT B

**MINUTES OF THE
ANNUAL MEETING OF STOCKHOLDERS OF
SUNNYSIDE PARK UTILITIES, INC.**

Pursuant to the signed Waiver of Notice attached hereto, the annual meeting of stockholders of Sunnyside Park Utilities, Inc. was held on the 10 day of JUNE, 2022, at 2:00 o'clock P.m., at the office of the corporation, Idaho Falls, Idaho.

The meeting was called to order by Doyle Beck, President, who presided and recorded the meeting.

The president then called for nomination for directors. Doyle H. Beck, Lynn E. Beck and Mark Beck were nominated.

A vote by voice was taken. When all persons who so desired had voted, the above named nominees had been duly elected, all shares having been voted in favor of such nominees and no other votes having been cast.

The president thereupon declared the above named nominees duly elected directors of the corporation for the ensuing year.

The next matter to come before the Stockholders was the proposed Plan of Conversion to convert the Corporation into a Non-Profit Corporation;

After discussion, and upon Motion duly made and seconded, it was determined that the Stockholders approve the Plan of Conversion, and authorize Doyle Beck to take any and all necessary

steps to effect the Conversion.

The next matter to come before the Stockholders was the proposed Bylaws upon converting the Corporation into a Non-Profit Corporation;

After discussion, and upon Motion duly made and seconded, it was determined that the Stockholders approve the proposed Bylaws, and authorize Doyle Beck to take any and all necessary steps to effect the Conversion.

A further general discussion of the business and affairs of the corporation followed, after which, there being no further business, the meeting on motion duly made, seconded and carried, was adjourned.


Secretary - Craig Beck

EXHIBIT C

PLAN OF CONVERSION

SUNNYSIDE PARK UTILITIES, INC.

WHEREAS, Sunnyside Park Utilities, Inc., was originally organized as a General Business Corporation under the laws of the State of Idaho on March 29, 2002; and

WHEREAS, Sunnyside Park Utilities, Inc., desires to convert to a Non-Profit Corporation pursuant to Idaho Code Section 30-22-401, et. seq.;

NOW, THEREFORE, the Members and Board of Directors hereby adopt the Plan of Conversion as follows:

1. Name and Type of Converting Entity: Sunnyside Park Utilities, Inc., an Idaho Corporation;
2. Name, Jurisdiction and Type of Converted Entity: Sunnyside Park Utilities, Inc., an Idaho Non-Profit Corporation;
3. Conversion of Interest: All interests, securities, obligations, money, and other property, rights to acquire interests or securities, or any combination of the foregoing shall be converted on a 1-1 basis, such that all interests, securities, obligations, money, etc., shall be the same as prior to conversion;
4. Proposed Public Organic Record: Articles of Incorporation (Non-Profit);
5. Proposed Bylaws: Please see Exhibit 'A' attached hereto;
6. Other Terms and Conditions: None; and
7. Other Provisions: None.

EXHIBIT D

BYLAWS
OF
SUNNYSIDE PARK UTILITIES, INC.
(A NON-PROFIT CORPORATION)

ARTICLE 1.
Purposes

Section 1. Membership and Election. The Board of Directors shall be composed of not fewer than three (3) nor more than fifteen (15) individuals. The Board and the Board Chair shall be elected at the annual meeting upon the closing of the term of office of the respective Board Member by the existing Board of Directors; provided, however, that the President of the Corporation shall automatically hold a seat on the Board by virtue of his/her office. A Board member may vote for himself/herself. The exact number of members shall be set by the Board of Directors. Upon conclusion of the term of office, each Board Member shall continue to serve until their replacement has been duly elected or the Board determines that such Board position is no longer needed.

Section 2. Duties. The business and affairs of this Corporation and the general policies to be followed by the Corporation shall be the responsibility of the Board of Directors.

Section 3. Term of Office. The members of the Board of Directors shall be elected at the first annual meeting and shall hold office for a term of three years.

Section 4. Meetings.

- 4.1 The annual meeting of the Board of Directors will be held at a time and place selected by the Board of Directors.
- 4.2 One or more regular meetings shall be held during the year as set by the Board of Directors.
- 4.3 Special meetings shall be held at the call of the Chair, the President or by a written request of more than 50% of the members of the Board of Directors.
- 4.4 Action by Directors without a Meeting: Any action taken at a meeting of the Directors of the Corporation may be taken without a meeting if consent in writing setting forth the actions to be taken is signed by all the Directors, and filed in the minutes of the Board of Directors. Such consent shall have the same effect as a unanimous vote of the Board of Directors or a committee thereof at a duly called and convened meeting thereof. Action taken under this Section is effective when the last Director signs the consent, unless the consent specifies an effective date.

- 4.5 Participation of Directors by Means of Communications Equipment: Members of the Board of Directors shall be deemed present at a meeting of such Board of Directors if a conference telephone, zoom meeting or similar communication equipment, by means of which all persons participating in the meeting can hear each other, is used.

Section 5. Notices.

- 5.1 Written Notices of any annual meeting shall be provided to all members of the Board of Directors at least seven (7) days prior to such meeting, at their address as listed on the books of the Board of Directors.
- 5.2 Written Notices of any regular meeting or special meeting shall be provided to all members of the Board of Directors at least three (3) days prior to such meeting, at their address as listed on the books of the Board of Directors.
- 5.3 Notice may be made by facsimile, electronic mail or U.S. Mail. The date of the notice shall be the date sent if via facsimile or electronic mail, or the third day following deposit in the U.S. Mail with adequate postage.

Section 6. Quorum. A majority of the Board of Directors then serving shall constitute quorum of the Board of Directors. Should the number of members be three, then all members of the Board of Directors shall constitute a quorum.

Section 7. Vacancies. Vacancies on the Board of Directors shall be filled by the remaining members of the Board of Directors.

Section 8. Resignation. Any member of the Board of Directors may resign at any time by giving written notice to the Board of Directors or the President. Any such resignation shall take effect at the time specified therein, or, if the time is not specified therein, upon its acceptance by the Board of Directors.

Section 9. Removal. The other members, by a majority vote of such other members at any meeting of the Board of Directors at which a quorum is present, may remove from office a member of the Board of Directors, with or without cause, whenever it is deemed in the best interests of the Corporation.

Section 10. Voting. Every member of the Board of Directors in good standing shall have the right and be entitled to one vote upon every proposal properly submitted to vote at any meeting of the Board of Directors.

Section 11. Compensation. Members of the Board of Directors shall not receive any stated salaries for their services, but the Board of Directors may, in its discretion, allow a fixed sum and expenses for attendance at any Board of Directors meeting. Nothing contained herein

shall preclude any member of the Board of Directors from serving the Corporation in any other capacity and receiving compensation therefor.

Section 12. No Loans to Directors or Officers. This Corporation will not loan money to any of its Directors or Officers.

ARTICLE 3. Officers

Section 1. Officers. The officers of the Corporation shall consist of a President, a Vice President, a Treasurer and a Secretary, and such other officers as the Board of Directors may from time to time deem necessary. A person may hold more than one office.

Section 2. President. The President shall have all general powers and duties which are generally vested in the office of the President. The President will have an automatic seat on the Corporation's Board of Directors by virtue of his/her office.

Section 3. Vice President. If the Board of Directors elects a Vice President, he/she shall be the second officer in the chain of command, and shall accept and perform the duties and exercise the power of the President in his/her absence.

Section 4. Secretary. The Secretary in the third officer in the chain of command. In the absence of the President and Vice President, he/she shall accept and perform the duties and exercise the power of the President. The Secretary shall ensure that all minutes and records are properly kept and are available for corporate purposes.

Section 5. Treasurer. The Treasurer is the fourth officer in the chain of command. In the absence of the President, Vice President and the Secretary, he/she shall accept and perform the duties and exercise the power of the President. The Treasurer shall be responsible for all reports pertaining to the fiscal affairs of the Corporation and shall be custodian of all funds of the Corporation.

Section 6. Term of Office. Officers shall be elected annually by the Board of Directors at the annual meeting of the Board, for a period of one year or until their successors have been duly elected.

Section 7. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, and such resignation shall take effect at the time specified therein or, if no such time is specified, upon acceptance by the Board of Directors.

Section 8. Vacancies. A vacancy in any office due to death, resignation, removal or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 9. Removal. Any officer elected or appointed by the Board of Directors may be removed from office, with or without cause, by majority vote of the Board, other than the officer to be removed if any Officer is a Director.

Section 10. Compensation. Compensation, if any, for the officer of the Corporation shall be set by the Board of Directors in its sole discretion.

ARTICLE 4.
Staff

Section 1. The Board of Directors may employ an Executive Director or Chief Operating Officer and shall authorize the employment of other employees as are needed to carry out the purpose of the Corporation. The Executive Director or Chief Operating Officer shall select any other employees of the Corporation. Compensation and other terms of employment shall be set by the Board of Directors.

ARTICLE 5.
Fiscal Year

Section 1. The fiscal year of the Corporation shall end on the last day of December of each year.

ARTICLE 6.
Rules of Order

Section 1. "Roberts Rule of Order", as revised, shall be the parliamentary authority for all matters of procedure not specifically covered by these Bylaws.

ARTICLE 7.
Amendments

Section 1. These Bylaws may be amended, revised, repealed, or rescinded by a two-thirds (2/3) majority vote of the Board of Directors present at any meeting of the Board of Directors.

ARTICLE 8.
Miscellaneous

Section 1. Indemnification. The Corporation shall indemnify any director, officer or former director or officer of the Corporation against expenses actually and reasonably incurred by him/her in connection with the defense of any action, suit or proceeding, civil or criminal, in which s/he is made party by reason of being or having been director or officer, except in relation to matters as to which s/he is adjudged in such action, suit or proceeding to be liable for willful misconduct in the performance of such person's duty to the Corporation.

Section 2. Depositories. All funds from the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, savings and loan associations, trust companies or other depositories as the Board of Directors may determine.

Section 3. Checks, Drafts, etc. All checks, drafts or orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Corporation shall be signed by such persons and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instrument shall be signed by the Treasurer or an Assistant Treasurer.

Section 4. Annual Audit. The financial books and records of the Corporation may be audited or reviewed annually by a certified public accountant as determined by the Board of Directors.

Section 5. Books and Records. The Corporation shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors and shall keep record giving the name and address of members entitled to vote. All books and records of the Corporation may be inspected by any member or his/her agent or attorney or the general public for any proper purpose at any reasonable time.

Section 6. Dissolution. A resolution to dissolve the Corporation shall be submitted to a vote of the Board of Directors. In the event of dissolution of the Corporation, the Board of Directors shall, after payment of all liabilities of the Corporation, dispose or transfer remaining assets of the Corporation exclusively for the purpose of the Corporation in such manner or to such organizations organized and operating exclusively for the same or similar purposes. In the event such assets are not needed by the acquiring organization, said assets shall be transferred to Sunnyside Industrial and Professional Park, LLC, or its successor entity.

Section 7. Nondiscrimination. This Corporation is an equal opportunity employer and shall make available its services without regard to race, creed, age, sex, color, ancestry or national origin.

Section 8. Political Activity. The Corporation shall not, in any way, use corporate funds in the furtherance of, nor engage in, any political activity for or against any candidate for public office. The Corporation shall not attempt to influence legislation.

Section 9. Gifts. The Board of Directors may accept, on behalf of the Corporation, any contribution, gift, bequest or devise for the general purpose or for any special purpose of the Corporation.

Section 10. Prior Bylaws. Upon adoption of these Bylaws, it is the intent of Sunnyside Park Utilities, Inc., that these Bylaws shall supersede and replace any previously adopted Bylaws, and such prior Bylaws shall have no further force or effect.

SECRETARY'S CERTIFICATION

This is to certify that the foregoing Bylaws SUNNYSIDE PARK UTILITIES, INC. have been duly adopted by the Board of Directors in a meeting held on this 10 day of JUNE, 2022.


Secretary

ATTEST:

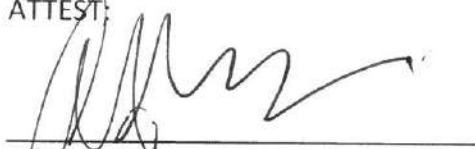

President

EXHIBIT E

**GENERAL RULES & REGULATIONS
FOR WATER SERVICE
Sunnyside Park Utilities, Inc.**

1. GENERAL

- 1.1 The Customer, in receiving water service, and the Company, in providing water service, shall both agree to abide by these rules and regulations.
- 1.2 These Rules are being adopted pursuant to Section 6 of the Third Party Beneficiary Agreement, dated April 16, 2002, and are binding upon all owners and occupants of any building, or other improvement constructed or located upon such property and the user or consumer of any water supply service.

2. DEFINITIONS

- 2.1 Applicant - a potential customer (person, business or government agency) applying for service to the Company.
 - 2.2 Billing Period - the period of time between bills from the Company for normal services rendered.
 - 2.3 Commodity Charge - a recurring charge based only on the quantity of water used.
 - 2.4 Company - Sunnyside Park Utilities, Inc.
 - 2.5 Connection or Hookup Fee - a non-recurring charge paid by a Customer requesting service for partial or full recovery of the Company's cost of providing a new service connection.
 - 2.6 Customer - a person, business or government agency responsible for paying bills and complying with the rules and regulations of the company.
 - 2.7 Customer Charge - a recurring fixed charge to recover a portion of the cost of meter reading and billing.
 - 2.8 Fixed or Flat Rate - a recurring charge of a fixed amount, usually in an unmetered system.
 - 2.9 Late Payment Charge - the non-recurring charge levied against any delinquent balance.
 - 2.10 Minimum Charge - the minimum recurring charge for a billing period that may or may not include a specified quantity of water.
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- 2.11 Non-recurring Charges – the charges that are not regularly assessed each billing period.
 - 2.12 Premises – the Customer's property including out buildings which are normally located on one lot or parcel of ground.
 - 2.13 Rate Schedule - the schedules of all recurring and non-recurring charges of the Company.
 - 2.14 Reconnection Charge – the charge paid by a Customer to the Company to restore service after disconnection.
 - 2.15 Recurring Charges – the charges that are assessed each billing period.

3. SERVICE FOR NEW CUSTOMERS

- 3.1 The Company shall furnish service to applicants within its certificated service area in accordance with the rate schedule and the rules and regulations.
 - 3.2 Applicants for water service will be required to sign a standard form of service application.
 - 3.3 The Company shall not be obligated to provide service at a service location until any required deposit has been received by the Company
 - 3.4 Special contracts may be required where large investments in special facilities are necessary to provide the requested service. The Company may require contribution toward such investment and establish such minimum charges as are deemed necessary
 - 3.5 The Company reserves the right to place limitations on the amount and character of water service it will supply and to refuse service if, in its opinion:
 - a. the Company is required to refuse or limit service by statute, regulation or regulatory authorities having jurisdiction over the Company;
 - b. the requested service installation is of larger size than is necessary to properly serve the premises;
 - c. the permanency of the building, structure, or institution requesting to be served is such that the Company's investment in such service is jeopardized;
 - d. the depth of the applicant's service line is less than the minimum depth required for frost protection;
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- e. the applicants' proposed service, main or other appurtenance does not conform to good engineering design or meet the standard specifications of the Company; or
 - f. if the applicant refuses to agree to abide by the rules and regulations of the Company.

If the Company denies service to an applicant for any reason, it shall immediately provide the applicant with a written explanation of its decision.

4. RATES

- 4.1 Rates charged for water service and supply shall be those published by the Company in the rate schedule.
- 4.2 Any change in the rate schedule shall occur pursuant to the terms of Section 7 of the Third Party Beneficiary Agreement, dated April 16, 2002.

5 BILLING AND PAYMENT

- 5.1 All Customers shall be billed on a regular basis as identified on the applicable rate schedule.
 - 5.2 If the system is metered, the Company shall try to read the meters prior to each billing unless specified differently on the applicable rate schedule. If the Company's meter reader is unable to gain access to the premises to read the meter, or in the event the meter fails to register, the Company will estimate the Customer's water consumption for the current billing period based on known consumption for a prior similar period or average of several periods. Subsequent readings will automatically adjust for differences between estimated and actual. Bills based on estimated consumption shall be clearly marked as "estimated".
 - 5.3 All bills shall clearly indicate the balance due, and shall be due and payable no less than 15 days after the date rendered. All bills not paid by due date may be considered delinquent and service may be disconnected subject to the provisions of Exhibit A.
 - 5.4 A Late Payment Charge may be levied against any delinquent account. All payments received by the next billing date shall be applied to the Customer's account prior to calculating the Late Payment Charge.
 - 5.5 The minimum bill or customer charge shall apply when service is provided for less than one month.
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- 5.6 Owners of premises with one or more condominiums, buildings, stores, apartments or any other divisions of like or similar character, all of which are served from one (1) service connection are responsible for the entire water charges for each division or unit. If the owner desires to cease being responsible for water bills for such places and desires that the occupant of each division will be responsible for her or her respective bill, such transfer of responsibility will not be accepted or recognized by the Company until the plumbing arrangements of the building or premises are so changed by the owner or his or her agent as to permit the Company, to its satisfaction, to serve and meter each division or occupant separately from the other occupants in the same building.
 - 5.7 Accounts shall be continued and water bills rendered regularly until the Company has been duly notified to discontinue service.

6 METERING (If Applicable)

- 6.1 Meters may be installed by the Company near the Customer's property line or at any other reasonable location on the Customer's premises that is mutually agreed upon.
 - 6.2 The Company's representative shall be given access to the Customer's premises at all reasonable hours for the purpose of obtaining meter readings. In the event of recurring inaccessibility, the Company may, at its option and after notifying the customer, relocate its metering equipment at the Customer's expense or terminate services as provided in Exhibit A.
 - 6.3 The Company shall be responsible for the maintenance of its metering equipment. Meters are considered to be sufficiently accurate if tests indicate that meter accuracy is within ± 2 percent. When for any reason a meter fails to register within these limits of accuracy, the Customer's use of water shall be estimated on the basis of available data and charges shall be adjusted accordingly. Corrected bills shall then be sent out to the customer, together with any additional payment or refund.
 - 6.4 At the Company's discretion, un-metered Customers may be converted to metered service if such transition occurs in a planned, systematic manner without unreasonable discriminations and if the Company has an approved metered rate.
 - 6.5 The Company will have the right to set meters or other devices without notice to the Customer for the detection and prevention of fraud.
 - 6.6 In any building where the meter is to be installed in the building, the incoming water pipe must enter at least sixteen (16) inches from the riser in order that a meter can be set in a horizontal
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position. All pipes to the different parts of the building or grounds must lead from the riser at least one (1) foot above the elbow.

7 CUSTOMER PLUMBING AND APPLIANCES

- 7.1 All plumbing, piping, fixtures and appliances on the Customer's side of the service connection will be installed and maintained under the responsibility and at the expense of the Customer or owner of the premises.
 - 7.2 The plumbing, piping, fixtures and appliances shall be maintained in conformity with all municipal, state and federal requirements. The nature and condition of this plumbing, piping and equipment will be such as not to endanger life or property, interfere with service to other Customers, waste water or permit those with metered services to divert system water without meter registration.
 - 7.3 A stop-and-waste valve will be installed on the Customer's plumbing in a place always accessible and so located as to permit shutting off the water for the entire premises with the least possible delay. Any change in the current location of the valves shall require prior written authorization from the Utility, which shall not be unreasonable withheld. Any cost to relocate the valves shall be the responsibility of the Customer requesting the relocation.
 - 7.4 All persons having boilers, water tanks or other equipment supplied by direct pressure from the Company's mains should install a pressure relief valve, or other device to serve the same purpose, so as to prevent excess pressure from forcing hot water and/or steam back into the water meter and mains of the Company. All damage to the Company's property resulting from the failure to properly equip plumbing with a relief valve will be billed to the Customer.
 - 7.5 The Company is not obligated to perform any service whatever in locating leaks or other trouble with the customer's piping. Any costs or fees incurred by the Company in locating any leak or other problem shall be billed to the Customer where the leak or problem is located.
 - 7.6 An approved backflow prevention device shall be installed at the service connection. Water service for either stand-by or other purposes will not be furnished until piping and connections are inspected and approved by a representative of the Company.
 - 7.7 Property owners will not be allowed to connect the water service of different properties together.
 - 7.8 All of the Customer's service pipes and fixtures must be kept in repair and protected from freezing at the Customer's expense. When there are leaking or defective pipes or fixtures, the water may be turned off at the option of the Company until the proper repairs are made. If water is turned off by the Company, Customer
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shall not turn on water without authorization from the Company, upon satisfaction that the leak or defect has been repaired, which authorization shall not be unreasonably withheld.

8 INSTALLATION OF SERVICE CONNECTIONS

- 8.1 The service connection is the property of the Company and as such, the Company is responsible for its installation and maintenance. It consists of piping, curbstop and valve or meter box and a meter, if the system is metered. The service connection transmits water from the Company's water main to a valve or meter box generally located near the Customer's property line. All piping, valves or appliances beyond this point shall be the property and responsibility of the Customer.
- 8.2 The Company reserves the right to designate the size and location of the service line, curbstop, meter (if applicable) and valve box, and the amount of space which must be left unobstructed for the installation and future maintenance and operation thereof.
- 8.3 Where a service connection is desired for premises on which there is no permanent structure, the Company will install a service connection to said premises only upon payment by the applicant of the estimated cost of said service connection. If within a period of five (5) years from the installation of said service connection a permanent structure is erected on the premises, the Company will refund, with interest, the difference between any approved new Customer charges in effect at the time of connection, and the applicant's advance.
- 8.4 The extra costs of any out-of-the-ordinary circumstances requiring additional equipment or special construction techniques involved in the installation of a service connection will be agreed to in advance by the Customer and the Company.

9 REPLACEMENT OR ENLARGEMENT OF SERVICE CONNECTION

- 9.1 Unless otherwise provided herein, the Company shall replace or enlarge service connections at its own expense as follows:
 - a. whenever it is necessary to change the location of any service connection due to relocation or abandonment of the Company's mains; and,
 - b. for commercial or industrial services where the type or volume of use has changed and the enlargement will result in sufficient increase in annual revenue to justify the enlargement.
 - 9.2 The relocation, enlargement or reduction of service connections for the convenience of the Customer will be at the expense of the Customer. Prior to such relocation, enlargement or reduction, the
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Customer will deposit the estimated cost thereof with the Company. Within fifteen (15) days, a refund will be made to the Customer in the amount by which the estimated cost exceeds the actual cost. The amount by which the actual cost exceeds the estimated cost will be due and payable within fifteen (15) days after billing for such deficiency.

- 9.3 Enlargement of any service connection will be made only after such time as the Customer's plumbing inside Customer's premises has been enlarged sufficiently to accommodate the additional capacity.

10 DISCONNECTION AND RECONNECTION OF SERVICE

- 10.1 When a Customer desires to discontinue service Customer shall give notice to the Company at least two (2) days in advance and be responsible for all water consumed for the two (2) days after the date of such notice.
- 10.2 The Company shall discontinue a Customer's service on an involuntary basis only in accordance with Exhibit A.
- 10.3 When it becomes necessary for the Company to involuntarily discontinue water service to a Customer, service shall be reconnected only after all bills for service then due have been paid and any satisfactory corrective action/arrangements have been made.
- 10.4 A reconnection fee may be charged each time a Customer is disconnected, either voluntarily or involuntarily, and reconnected at the same premises. The reconnection fee will be paid before service is restored. Reconnection fees shall not be charged for any situation or circumstance in which the Customer's water supply is disconnected by the Company for its convenience.
- 10.5 The Company reserves the right at any time, upon notice, to shut off the water for maintenance or expansion and, in emergencies, may do so without notice. The Company shall at all times use reasonable diligence and care to prevent interruption of said water service.
- 10.6 Except in the case of an emergency, no one, except an authorized Company representative, shall turn on or turn off the water on the Company's side of the service connection.

11 MISCELLANEOUS

- 11.1 No Customer shall permit any person from another premises to take water from Customer's water service or tap for more than (1) week without the written permission and consent of the Company.
- 11.2 No person acting either on his or her own behalf or an agent of any person, firm, corporation, or municipality not authorized by the
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Company shall take any water from any fire hydrant on the Company's system except in the case of an emergency.

- 11.3 No person shall place upon or about any hydrant, gate, box, meter, meter box or other property of the Company any building material, dirt, snow, debris, equipment or other substance so as to prevent free access at all times to the same.
- 11.4 Delivery of water under all schedules may be restricted, interrupted or curtailed at the discretion of the Company in case of shortage or threatened shortage of water.
- 11.5 No rate contract or application is assignable from one user to another, except upon agreement of all parties concerned.
- 11.6 The Company representative shall be given access to the premises of the Customer at all reasonable hours for facility water appliance inspections, obtaining meter readings, for turning on or shutting off the flow of water, and for inspecting, removing, repairing or protecting from abuse or fraud any of the property of the Company installed on the premises. Access shall be granted at all times for emergency purposes.
- 11.7 No one shall tamper or interfere with the Company's equipment or property, nor shall repairs, connections or replacements be made without the Company's written authorization.
- 11.8 Whenever an applicant desires service of a character for which there is no available service classification, a contract may be executed.
- 11.9 Copies of the Company's rates and summary of rules and regulations shall be available at the Company's office and provided to customers upon commencement of service, and annually thereafter.
- 11.10 Attached hereto as Exhibit B is a copy of the Third Party Beneficiary Agreement, entered into on April 16, 2002. Such Agreement remains in full force and effect. To the extent any of the provisions of these Rules and Regulations conflict with the Agreement, the Agreement shall control.

12 Special Provisions or Amendments

Exhibit "A" RULE 300 DENIAL AND TERMINATION OF SERVICE

Exhibit "B" Third Party Beneficiary Agreement

Exhibit "A"

DENIAL AND TERMINATION OF SERVICE AND PAYMENT ARRANGEMENT RULES

300. DEFINITIONS

01. Applicant. "Applicant" shall mean any potential Customer (person, business or government agency) applying for service to Sunnyside Park Utilities, Inc.

02. Customer. "Customer" means any person who has applied for, has been accepted by the Utility, and is:

- a. Receiving service from a Utility; or
- b. Has received service within the past ten (10) calendar days prior to termination by the Utility; or
- c. Has assumed responsibility for payment of service provided to another or others. If the person receiving service is not the same person as the person assuming responsibility for payment of service, the latter is the customer for purposes of obtaining or terminating service, receiving refunds, or making changes to the account.

03. Non-Utility Service. "Non-utility service" means:

- a. Service for which the Utility does not publish rates, charges, or availability of service;
- b. Service for which no rate or charge is published
- c. Merchandise or equipment or charges for merchandise or equipment not required as a condition of receiving utility service.

04. Utility. "Utility" shall mean Sunnyside Park Utilities, Inc.

05. Written Notice. "Written notice" of the Utility's intent to deny or terminate service may be mailed or otherwise delivered to the applicant, resident, occupant, or customer. Written notice may be provided by electronic mail (i.e., e-mail) if the customer is billed electronically and separately consents in writing to "opt-in" to receiving electronic notification.

301. EXPLANATION FOR DENIAL OF SERVICE TO APPLICANT (Rule 301).

01. Explanation to Applicant. If the Utility intends to deny service to an Applicant under Rule 302, the Utility shall provide an explanation to the Applicant stating the reasons for the Utility's refusal to serve. The Applicant shall be advised of what action(s) must be taken to receive service. In the event of a dispute, the Applicant shall be advised that an informal or formal complaint concerning denial of service may be filed with the Utility.

02. Written Notice. If service is currently being provided to the premises occupied by an Applicant, the Utility shall provide written notice of its refusal to the Applicant and the current Customer.

302. GROUNDS FOR DENIAL OR TERMINATION OF SERVICE WITH PRIOR NOTICE (Rule 302).

The Utility may deny or terminate service to a Customer or Applicant without the Customer's or Applicant's permission, but only after adequate notice has been given in accordance with these rules, for one or more of the following reasons:

01. Failure to Pay. With respect to past due bills the Customer or Applicant:

- a. Failed to pay;
- b. Paid with a dishonored check; or
- c. Made an electronic payment drawn on an account with insufficient funds.

02. Failure to Make Security Deposit. The Customer or Applicant failed to make a security deposit or make an installment payment on a deposit where it is required.

03. Failure to Abide by Terms of Payment Arrangement. The Customer or Applicant failed to abide by the terms of a payment arrangement.

04. Identity Misrepresentation. The Customer or Applicant misrepresented the Customer's or Applicant's identity for the purpose of obtaining utility service.

05. Denial of Access to Meter and or Facilities serviced. The Customer or Applicant denied or willfully prevented the Utility's access to the meter or the facilities served by the Utility. Such denial of access includes, but is not limited to, threats or intimidation regarding access by the Customer or Customer's agent or tenants, or the placing of obstructions over or on the meter or facilities being accessed.

06. Willful Waste of Service. The Utility determines that the Customer is willfully wasting service through improper equipment or otherwise.

07. Service to Minors. The Applicant or Customer is a minor not competent to contract as described in Sections 29-101 and 32-101, Idaho Code.

08. Previous Account Balance Owning. Nothing in this rule requires the Utility to connect service for a Customer or Applicant who owes money on an existing account or from a previous account if the unpaid bill is for service provided within the past four (4) years.

303. GROUNDS FOR DENIAL OR TERMINATION OF SERVICE WITHOUT PRIOR NOTICE (Rule 303).

The Utility may deny or terminate service without prior notice to the Customer or Applicant without the Customer's or Applicant's permission for one or more of the following reasons:

01. Dangerous Conditions. A condition immediately dangerous or hazardous to life, physical safety, or property exists, or if necessary to prevent a violation of federal, state or local safety or health codes.

02. Order to Terminate Service. The Utility is ordered to terminate service by any court, the Idaho Public Utility Commission, or any other duly authorized public authority.

03. Illegal Use of Service. The service is obtained, diverted or used without the authorization or knowledge of the Utility.

04. Unable to Contact Customer. The Utility has tried diligently to meet the notice requirements of Rule 304 but has been unsuccessful in its attempts to contact the Customer affected.

304. REQUIREMENTS FOR NOTICE TO CUSTOMERS BEFORE TERMINATION OF SERVICE (Rule 304).

01. Initial Notice. If the Utility intends to terminate service to a Customer under Rule 302, the Utility shall send to the Customer written notice of termination mailed at least seven (7) calendar days before

the proposed date of termination. This written notice shall contain the information required by Rule 305.

02. Final Notice. The Utility may mail a final written notice to the Customer at least three (3) calendar days, excluding weekends and holidays, before the proposed date of termination. Regardless of whether the Utility elects to mail a written notice, at least twenty-four (24) hours before termination, the Utility shall diligently attempt to contact the Customer affected, either in person or by telephone, to advise the Customer of the proposed action and any available steps to take to avoid or delay termination. This final notice shall contain the same information required by Rule 305.

03. Additional Notice. If service is not terminated within twenty-one (21) calendar days after the proposed termination date as specified in a written notice the Utility shall again provide notice under Subsections 304.01 and 304.02 if it still intends to terminate service.

04. Failure to Pay. No additional notice of termination is required if, upon receipt of a termination notice, the customer:

- a. Makes a payment arrangement and subsequently fails to keep that arrangement;
- b. Tenders payment with a dishonored check; or
- c. Makes an electronic payment drawn on an account with insufficient funds.

305. CONTENTS OF NOTICE OF INTENT TO TERMINATE SERVICE (Rule 305).

01. Contents of Notice. The written or oral notice of intent to terminate service required by Rule 304 shall state:

- a. The reason(s), citing these rules, why service will be terminated and the proposed date of termination;
- b. Actions the customer may take to avoid termination of service;
- c. That an informal or formal complaint concerning termination may be filed with the Utility, and that service will not be terminated on the ground relating to the dispute between the Customer and the Utility before resolution of the complaint.
- d. That the Utility is willing to make payment arrangements (this statement must be in bold print on written notices).
- e. That for purposes of termination, partial payments will be applied toward utility service charges first, unless the customer requests otherwise.

EXHIBIT F

Sunnyside Park Utilities, Inc.

Utility Rates:

Water first 12,000 gallons	\$22.00 per month
Over 12,000 gallons	\$.67 per 1000 gallon
Sewer Service	\$24.00 per month

Please note: Non metered users that are determined to have use in excess of 12,000 gallons per month will be required to have a meter installed at the users' expense.

Hookup fees:	Water \$800.00	Sewer \$1,000.00
Reconnection Charge during normal business hours	\$30.00 each occurrence	
Reconnection Charge for times outside of business hours	\$60.00 each occurrence	
Customer Requested Service Calls:		
During normal business hours	\$30.00 each occurrence	
Other than normal business hours	\$60.00 each occurrence	

Service call charges will be waived if the service call results in repair to the company's equipment through no fault of the customer.

Returned Check Charge: In the event a customer's check is returned by the Company's bank for any reason, the Company will charge the customer's account a reprocessing fee of \$40.00.

Shut off at customer's request:

During normal business hours	\$20.00 each occurrence
Before or after normal business hours	\$40.00 each occurrence
Field Service Charge	\$65.00 per hour
Late Payment Charge	18% per annum or 1.5% Monthly

Normal business hours are defined by the company as:

Monday through Friday, 8:00 am – 5:00 pm, except holidays

Please contact us at 208-529-9891 for connect, disconnect or any issues concerning water or sewer connection. After hours contact 208-589-2326.

EXHIBIT G

THIRD PARTY BENEFICIARY UTILITY AGREEMENT

THIS AGREEMENT, made this 16 day of April, 2002, by and between Sunnyside Park Utilities, Inc., an Idaho corporation (hereinafter called "Company") and Sunnyside Park Owners Association, Inc., an Idaho corporation (hereinafter called "Representative").

WITNESSETH:

WHEREAS, the Company is now the owner of property in Bonneville County, State of Idaho described in Schedule A, attached hereto, upon which there is located the Company's water supply system and/or sewage system or upon which there is being constructed by the Company and will be located a water supply system and/or sewage system; and

WHEREAS, the Company warrants that all the property described in Schedule A, as well as all water supply system and/or sewage systems hereafter acquired by the Company shall be made subject to the Agreement by recordation of appropriate covenants, reservations, restrictions, or conditions in such manner as is required by Idaho law to put all persons on notice that such properties have been subjected to the terms of this Agreement; and

WHEREAS, the Company hereby warrants that existing and future encumbrances, liens or other indebtedness, if any, to the title of water supply systems and/or sewage systems now owned or hereafter acquired by the Company shall be subordinated and made subject to this Agreement; and

WHEREAS, the Company intends to construct, operate, and maintain said water supply systems and/or sewage systems for the purpose of supplying water and/or sewage collection and disposal service to buildings, and other improvements located in areas and subdivisions adjacent to or in the vicinities of said water supply systems and/or sewage systems (it being understood that the company does not now and does not contemplate the furnishing of garbage collection and garbage hauling services) and for that purpose will construct, lay, and maintain water storage and distribution facilities, water and sewage mains, lateral lines, manholes, pumping stations, and all other facilities and appurtenances necessary to maintain an adequate water supply for consumption by the occupants of such buildings, and other improvements in said areas and subdivisions and also necessary for the purpose of supplying sewage collection and disposal service to such buildings, and other improvements; and

WHEREAS, it is contemplated that the buildings, and other improvements to be served by the said water supply system and/or sewage systems of the Company will be located on properties in said areas of subdivisions which will be security for mortgages given to various lenders, including the Representative; and

WHEREAS, one of the inducing factors to the granting of mortgage loans on properties, buildings, and other improvements in the areas to be served by the water supply systems and/or sewage systems of the Company by the Representative and other lenders and the insuring thereof is that there will be continuous operation and maintenance of the water supply systems and/or sewage systems according to the approved standards set forth in this

Agreement, and that rate charges by the Company for its services will be reasonable, and the Company is desirous of assuring that its rates will be reasonable, and also assuring the continuance of the operation and maintenance of said water supply systems and/or sewage systems, for the benefit of the present and future owners of properties, buildings, and other improvements, and mortgagees holding mortgages covering such buildings and other improvements, including the Representative.

NOW, THEREFORE, for and in consideration of the reliance upon this Agreement by the Representative and by present and future owners of buildings, residences, and other improvements to be served by the water supply systems and/or sewage systems of the Company, and by mortgagees (who will make and hold mortgage loans on such buildings, and other improvements) the Company and the Representative do hereby covenant and agree as follows:

SECTION 1:

(a) This Agreement is made not only with the Representative in its individual capacity but also as the representative of and for the benefit of the present and future owners of or occupants of all and each of the properties, buildings, and other improvements which are now or may hereafter be served by the water supply systems and/or sewage systems of the Company as well as the holders of any mortgage or mortgages covering any such buildings, and other properties and improvements.

(b) Any person, firm, or association represented by the representative herein, through the representative herein and/or any appropriate governmental agency or corporation (1) served by the water supply systems and/or sewage systems of the Company, and/or (2) holding any mortgage on any property connected to the said systems or either of them, is hereby granted the right and privilege and hereby authorized in its or their own name and on its or their own behalf to institute and prosecute at law or in equity in any court having jurisdiction of the subject matter, to interpret and enforce this Agreement or any of its terms and provisions, including, but not limited to, suits for specific performance, mandamus, receivership and injunction.

SECTION 2:

(a) The Company does covenant and agree that the Company shall supply at all times and under adequate pressure for the use of each of the properties duly connected to its water supply system a sufficient quantity of water to meet the reasonable needs of each of the properties duly connected to said water supply systems. Such water shall be the quality and purity as shall meet the 1974 Safe Drinking Water Act of the U.S. Environmental Protection Agency (EPA), so as to produce water without excessive hardness, corrosive properties, or other objectionable characteristics making it unsafe or unsuitable for domestic and ground use or harmful to any or all pipes within and/or without the buildings, and other improvements. Records of any and all tests conducted in connection with said water supply systems shall be kept as permanent records by the Company and said records shall be open to inspection by the State Board of Health of the State of Idaho and a duly delegated agent of the representative. The said Board of Health and/or its agents shall at all times have access to the water supply system of the Company to conduct any and all tests as said Board shall determine necessary to

ascertain compliance with the said Standards and characteristics. In any event, the Company shall have said Board make such analyses as shall be deemed reasonably necessary and required by the Board of Health and the Company shall pay all costs and expenses in connection therewith. In the event said Board shall determine that the purity of the water does not meet the aforesaid Standards, the Company shall immediately at its sole cost and expense make any adjustment, repair, installation, or improvement to its facilities that shall be necessary or required or recommended by said Board to bring the purity of the water up to the said Standards.

(b) The Company shall provide at all times for each of the buildings, and other improvements constructed in the areas and subdivisions served by the sewage systems of the Company sewage service adequate for safe and sanitary collection and disposal of all sewage from said buildings, and other improvements, in accordance with the 1972 Federal Water Pollution Control Act Amendments of the U.S. Environmental Protection Agency (EPA). The Company further shall operate and maintain the sewage systems, including the disbursement field, in a manner so as not to pollute the ground, air, or water in, under, or around said areas or subdivisions with improperly or inadequately treated sewage. The Company will operate the sewage system to reduce noxious or offensive gases or odors to a minimum, but cannot completely eliminate the possibility of the system emitting odors because of conversions and wind changes. The Company further agrees to operate the systems in accordance with regulations and recommendations of the State Board of Health and to produce an effluent of a quality satisfactory to the State Board of Health and any and all other public authorities having jurisdiction over such matters. Records of any and all tests conducted in connection with the systems shall be kept as permanent records by the Company and said records shall be open to inspection by the State Board of Health of the State of Idaho and a duly delegated agent of the representative. The said Board of Health and its agents shall at all times have access to the systems of the Company to conduct any and all tests as said Board shall determine necessary to ascertain compliance with the said regulations and recommendations. In the event said Board shall determine that the operations of the systems do not meet the said regulations or recommendations, the Company shall immediately, at its sole cost and expense, make any adjustment, repair, installation or improvement to its facilities that shall be necessary or required or recommended by said Board to bring the operation of the systems up to the said regulations and recommendations. It is understood and agreed that the Company does not and does not contemplate furnishing garbage collection or garbage removal services.

SECTION 3.

The Company agrees to maintain said water supply systems and/or said sewage systems at all times in good order and repair so that satisfactory water and sewage collection and disposal service as provided in the foregoing paragraphs may be supplied to each of said buildings, and other improvements in said areas or subdivisions in the quantity and in the quality provided in the foregoing paragraph. The water supply systems and/or the sewage systems shall be open for inspection at all times by the agents of the Idaho State Board of Health.

SECTION 4.

(a) The Company reserves and has the right to establish and collect as a charge or charges for water furnished and consumed by the owners or occupants of each of the buildings, and other improvements at the rates as prescribed and permitted herein. The Company shall have the right to install on the premises of each of the individual buildings, and other improvements a water meter to be maintained by the Company through which all water supplied to the consumer shall pass and to which the Company shall have access at reasonable times for the purpose of taking meter readings and keeping said meters in repair. The Company may charge the cost to the customer of any material used, equipment rented or the equivalent rate for the Company's equipment used and labor expenses incurred in making any connection or in making any repair which is the responsibility of an owner.

(b) The Company reserves and has the right to establish and collect as a charge or charges for sewer service provided to the owners or occupants of each of the buildings, and other improvements served by the Company, the initial rates as shown in Schedule "B" attached hereto and made a part hereof.

SECTION 5:

In the event the Company should fail to operate and maintain the water supply systems and/or the sewage systems in the manner and under the conditions specified herein (failure due to Acts of God, nature disasters or other causes beyond the control of the Company, including labor troubles or strikes, excepted) or in the event the Company collects or attempts to collect from the consumers of water or from uses of the sewage systems charges in excess of the rate or rates specified or provided for in this Agreement, then in either of such contingencies, if such default shall continue for a period of thirty (30) days (or for a period of two (2) days in the event such default consists of a shutdown of the water or sewage treatment plant or suspension of water or sewage services, except for the cases above set forth) after written notice to the company by any consumer, or by a duly authorized agent of the representative, mortgagee, or by any person for whose benefit this contract is made, then and in such event those persons so entitled may enforce this Agreement by action instituted for such purpose in any court of competent jurisdiction and in such action shall be entitled as a matter of right to an immediate hearing before a Court of competent jurisdiction for the determination of whether the appointment of a receiver is appropriate and for the determination of whether such receiver or other officer appointed by the Court is entitled to take immediate possession of the water supply systems and/or sewage systems of the Company for the purpose of operating and maintaining the same with full right to hold, use, operate, manage and control the same for the benefit of the parties for whom this agreement is made with full right to collect the charges for services at rates not in excess of those specified or provided for in this agreement.

SECTION 6.

The Company may establish, amend or revise from time to time and enforce Rules and Regulations for Water Service and Rules and Regulations for Sewer Service or Rules and Regulations covering both water and sewer service and covering the furnishing of water supply service and sewer service within said areas of subdivisions, provided, however, all

such rules and regulations established by the Company from time to time shall at all times be reasonable and subject to such regulations as may now or hereafter be provided by law; and provided further that no such rule or regulation so established, amended or revised can be inconsistent with the requirements of this Agreement nor shall the same abrogate any provision hereof. Any such rules and regulations established, amended, revised and enforced by the Company from time to time shall be binding upon any owner or occupant of any of the property located within the boundaries of such areas or subdivisions, the owner or occupant of any building, or other improvement constructed or located upon such property and the user or consumer of any water supply service and sewer service.

SECTION 7.

Changes in the initial rates described in Section 4 hereof may be proposed by the Company and by third party beneficiaries of this Agreement in the following manner:

All rates proposed by the Company and by third party beneficiaries for the water supply system and the sewage collection system shall be submitted by notice to the representative and to all parties connected to the sewage collection system, and if within ninety (90) days after such notice of a rate change proposed by the Company not more than one-half of such parties have signified in writing their opposition to such proposed rate change, the Company may forthwith establish its new rates. If more than one-half of such parties signify, in writing, their opposition to a rate change proposed by the Company, or if more than one-half of such parties proposed in writing a rate change which the Company opposes, and the parties cannot negotiate an agreement within ninety (90) days to the reasonableness of the new rates, then the matter of the reasonableness of such new rates shall be referred to a board of arbiters selected as follows: the Company shall designate one arbiter, the objecting parties shall designate one arbiter, and the two arbiters thus selected shall choose a third arbiter. The three arbiters shall make their written recommendations to the parties to the dispute as to the reasonableness of the new rates within ninety (90) days after the reference of the dispute by the arbiters shall be given to the Company and to all objecting parties. All proceedings before the arbiters shall be recorded in written objections to the recommendations within thirty (30) days after the decision. If no written objections are made, it shall be considered that all parties have agreed that the new rates recommended by the arbiters are reasonable. If written objections are filed by either side, the question of the reasonableness of the new rates shall be the subject of review by a court of competent jurisdiction in appropriate legal proceedings initiated for such purpose. In the event of arbitration or court proceedings, the proposed change of rates shall be in abeyance and shall not become effective until the conclusion of such proceedings.

SECTION 8.

Notwithstanding any provision of this Agreement, no third party beneficiary shall have or claim to have any right, title, lien, encumbrance, interest or claim of any kind or character whatsoever in and to the Company's water supply system and/or sewage systems, or properties and facilities, and the Company may mortgage, pledge or otherwise encumber, or sell or otherwise dispose of, any or all of such water supply systems and/or sewage systems, properties and facilities without the consent of such third parties. The words "properties and facilities" as used in this Section shall not only include physical properties and facilities but

all real, personal and other property of every kind and character owned by the Company and used, useful, or held for use in connection with its water supply systems and/or sewage systems, including revenues and income from the users of water and sewage services, cash in bank and otherwise; provided, however, that this Agreement as set forth herein shall be binding upon all successors and assigns of the Company.

SECTION 9.

All notice provided for herein shall be in writing or by telegram, and if to Company shall be mailed or delivered to Company at 3655 Professional Way, Idaho Falls, Idaho 83401, and if to parties for whose benefit this contract is made shall be mailed or delivered to the president or secretary of the representative at their last known addresses as furnished by the representative to the company.

SECTION 10.

(a) The covenants, reservations, restrictions or conditions herein set forth are and shall be deemed to be covenants, reservations, restrictions, or conditions imposed and running with the land and properties of the Company as listed on Schedule A attached hereto and limiting the use thereof for the purposes and in the manner set forth herein and shall be binding upon and shall inure to the benefit of the Company, its successors and assigns, and shall likewise be binding upon and shall inure to the benefit of all parties who, in any manner whatsoever, shall acquire title to the Company's water supply systems and/or sewage systems, and properties and facilities as defined in Section 8 hereof. To this end the Company shall make all water supply systems and/or sewage systems now owned or hereafter acquired subject to this Agreement by recordation or appropriate covenants, reservations, restrictions, or conditions in such manner as is required by law to put all persons on notice that such water supply systems and/or sewage systems have been subjected to the terms of this Agreement are deemed to be covenants, reservations, restrictions, or conditions imposed upon and running with the land listed on Schedule A attached hereto.

(b) This Agreement shall also be binding upon and shall inure to the benefit of the Representative, its successors and assigns, and as set forth in Section 1 hereof, all present and future owners or occupants of all and each of the properties, buildings, and other improvements which are now or may hereafter be served by the water supply systems and/or sewage systems of the Company on the property listed on Schedule A attached hereto, as well as the holders of any mortgage or mortgages covering any such properties, buildings, and other improvements, as well as the successors and assigns of all such present and future owners and occupants and holders of mortgages.

SECTION 11.

This Agreement shall be governed by the laws of the State of Idaho.

SECTION 12.


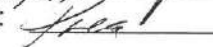
This Agreement shall remain in full force and effect and for the benefit of all parties mentioned herein until either (a) the water supply systems and sewage systems described

herein are taken over by governmental authority for maintenance and operation; or (b) other adequate water supply and sewage collection and disposal service is provided by a governmental authority through means other than the water supply systems and sewage systems owned by the Company; or (c) the rates, services and operation of the Company are placed by law under the jurisdiction of a regulatory commission or other governmental agency or body empowered to fix rates and to which a consumer of the Company may seek relief. Upon the happening of any of the aforesaid events, this Agreement shall automatically terminate; and, at the request of the Company, the Company and the Representative shall execute an instrument canceling this Agreement.

IN WITNESS WHEREOF, the Company and the Representative have caused this Agreement to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

SUNNYSIDE PARK UTILITIES,
INC.

SUNNYSIDE PARK OWNER'S
ASSOCIATION, INC.

By: 
Its: 

By: 
Its: 

CORPORATE ACKNOWLEDGMENT

STATE OF IDAHO)
) ss
County of Bonneville)

On this 16 day of April, 2002, before me, the undersigned notary public, in and for the State of Idaho, personally appeared, Kirk Woolf, known to me to be the President of the corporation that executed the within instrument or the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal, the day and year first above written.

Mark R. Fuller
Notary public for Idaho
Residing at Idaho Falls
My commission expires: 06-09-03

CORPORATE ACKNOWLEDGMENT

STATE OF IDAHO)
) ss
County of Bonneville)

On this 16 day of April, 2002, before me, the undersigned notary public, in and for the State of Idaho, personally appeared, Kirk Woolf, known to me to be the President of the corporation that executed the within instrument or the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal, the day and year first above written.

Mark R. Fuller
Notary public for Idaho
Residing at Idaho Falls
My commission expires: 06-09-03

SCHEDULE A

Tract I

Septic Tank and Drain Fields

Beginning at a point that is S 89 degrees 42'56" E 856.82 feet along the section line from the West One Quarter Corner of Section 36, Township 2 North, Range 37 East of the Boise Meridian and running thence S 0 degrees 00'54" E 45.91 feet; thence S 88 degrees 57'40" W 86.36 feet; thence S 14 degrees 50'59" W 219.63 feet; thence S 62 degrees 53'33" E 160.32 feet; thence S 89 degrees 42'56" E 100.00 feet; thence N 0 degrees 00'54" W 332.82 feet; thence N 89 degrees 42'56" W 100.00 feet to the Point of Beginning, containing 1.44 acres.

Tract II

Well Location

Beginning at the Northwest corner of Lot 5, Block 2, Sunnyside Industrial and Professional Park, Division No. 1, Bonneville County, Section 36, T2N, R. 37 EBM and running thence along the west boundary of Lot 5, a distance of 60 feet, thence S 89 degrees 54'00" W 60 feet; thence N 0 degrees 04'08" W to the North boundary of Lot 5, thence N 89 degrees 54'00" E along the North boundary of Lot 5 to the Point of Beginning.

SCHEDULE B

Water and Sewer Service and Connection Charges

Monthly Charge

Business Sewer Service	\$17.50
Business Water Service	\$12.50

Basic Connection Charges

Each Sewer Connection	\$500.00
Each Water Connection	\$500.00

Company shall also charge the cost to the Company of any material used, equipment rented or equivalent rate for Company's equipment used, and labor expense incurred in making any connection or in making any repair which is the responsibility of any owner. The Company reserves the right to assess additional connection charges for services in excess of basic business sewer and water services.

EXHIBIT H

Sunnyside Industrial And Professional Park, LLC.

August 23, 2018

Donald Sorrells
3341 N Emperor
Fresno, CA 93737

RE: Water and Sewer Services

To Whom It May Concern:

Sunnyside Industrial and Professional Park, LLC – Sunnyside Park Utilities Inc. will provide sewer and water service upon receipt of funds for Block 4, Lot 4, SUNNYSIDE INDUSTRIAL & PROFESSIONAL PARK, NW1/4, SEC 36, T 2N, R 37. Parcel Number: RPO79900040040.

Hookup fees are; Water \$800.00, Sewer \$1000.00.

Sunnyside Park Utilities Inc. has received check # 8631 for \$1,800.00 from GARRETT H. SANDOW, ATTORNEY TRUST ACCOUNT dated 9-24-18 2018.

Please note the landowner must provide a water meter (at the owner's expense) for any water usage determined to be above 12000 gallons per month.

Thank You,



Craig Beck
Sunnyside Industrial and Professional Park, LLC

EXHIBIT I

COMMERCIAL PERMIT APPLICATION

BONNEVILLE ZONING & BUILDING DEPARTMENT 605 N. Capital Ave. Idaho Falls, ID 83402 (208) 524-7920 Fax # (208) 529-1330

TWO PAPER COPIES OF ALL PLANS ARE REQUIRED FOR PERMITS

(And One Electronic Copy)

Plans to comply with 2009 IBC, IFC, IECC, IMC, IFGC,
Minimum 15 business days may be required for plan review

Owner and Tenant: DONALD SORRELLS		Telephone No. <u>Home:</u> <u>Business:</u> <u>Fax:</u> <u>Email:</u>	
Architect / Engineer: TETON STRUCTURAL		Telephone No. <u>Home:</u> 208-357- <u>Business:</u> <u>Fax:</u> 2420 <u>Email:</u>	
General Contractor: JON GREGORY	State License: RCT 34900 7/12/19	Telephone No. <u>Home:</u> <u>Business:</u> 208-709- <u>Fax:</u> 6337 <u>Email:</u>	
Construction Address: P.O. 1296 BLACKFOOT ID 83221			
Subdivision: SUNNYSIDE BUSINESS	Lot: 4	Block: 4	
Tax Parcel No:		Zone: F&MI	
Use: COMMERCIAL			
Square Footage: 560	Main Floor:	Other Floors:	
Description of Project: COMMERCIAL SHOPS			
<input checked="" type="checkbox"/> New/Remodel:	Bid Price: 30,000.00	Septic Permit #: N/A	
Fire Sprinkler System:		Heat System: YOUNG'S HEATING	
Signature of Owner/Contractor or Authorized Agent: Jon Gregory			
<u>DETAILED SITE PLAN REQUIRED</u> See page 2, Item 1			

Revised 03/06/2018

BUILDING # 1

COMMERCIAL PERMIT APPLICATION – Supplemental Sheet

CHECK-OFF LIST FOR PLAN REVIEW

- All Plans must be drawn to Scale and Scale Noted on the Plans -

Requirements for submitting plans to obtain a Permit for a Commercial Building:

1. Site Plan Detailing the following and **Stamped** by registered design professional

- A. Proper Zone, Occupancy classification, Type of construction
- B. Footprint of the structure / s
- C. Acreage of property
- D. Property lines and dimensions
- E. Setbacks of structure / s
- F. Location of fire hydrants and fire lanes
- G. Parking, loading and unloading areas, sidewalks, driveways and easements
- H. Location and detail of proposed work within right-of-ways
- I. Detail for site grading and on-site retention of run-off water
- J. Location and width of curb cuts, or access points of driveways
- K. All outside storage space shall be enclosed by a sight obscuring fence
- L. Permit required from Public Works Department (208-529-1290) for approach onto a County Road
- M. Permit or "will serve" letter required from Sewer & Water Service Providers, if applicable

2. Architectural Drawings: **Stamped** by registered design professional.

- A. Floor plans - indicate room usage
- B. Building elevations
- C. Wall cross-sections
- D. Door / Window schedules and glazing types
- E. Room finish / s and hardware schedule / s
- F. Restroom elevations
- G. Partition location and types
- H. Roof plan and drainage slopes
- I. Stair cross-sections
- J. Shaft sections, when applicable
- K. Rated corridor construction details, when applicable
- L. Fire protection details for structural frame components, when applicable
- M. Occupancy separation wall details, when applicable

3. Structural Drawings: **Stamped** by registered design professional.

- A. Foundation drawings
- B. Framing - roof, floor and walls
- C. Structural details
- D. Live loads used in design
- E. Shop drawings and spec sheets on pre-fabricated structures
- F. Retaining walls
- G. General notes

4. Mechanical Drawings: **Stamped** by registered design professional.
Mechanical system must meet ASHRAE / IESNA 90.1

Permit

BLDG-COM - Building Commercial Permit

BONNEVILLE COUNTY

605 N. Capital Ave.
Idaho Falls, ID 83402

(208) 524-7920 ... Phone
(208) 529-1330 ... Fax

PERMIT NUMBER	DATE ISSUED	VALUATION	FEE	PRINTED BY
27504	11/2/2018	\$ 29999.00	452.00	MARK


LOCATION	S American Way Idaho Falls, ID 83402	PARCEL#	RPO79900040040		
OWNER	Donald Sorrells () 3341 N Emporer Ave Fresno CA 93737	PROPERTY LOCATION	LOT 4, BLOCK 4, SUNNYSIDE INDUSTRIAL & PROFESSIONAL PARK NW1/4, SEC 36, T 2N, R		
CONTRACTOR	Jonathan Gregory RCT-334900 () Blackfoot ID 83221	LOT	4		
		BLOCK	4		
		SUBDIVISION	Sunnyside Industrial & Professional Park		
LICENSE(S)	RCT-34900	SECTION	TOWNSHIP	RANGE	
		36	2N	37	

DESCRIPTION OF WORK **Commercial- Restroom facility for contractor rental units**

NATURE OF WORK	New Construction	DIMENSIONS	20 x 28	
OCCUPANCY TYPE	U Utility, Miscellaneous	LIVINGSPACE	0	
CONSTRUCTION TYPE	VB	BASEMENT-FINISHED	0	
USE ZONE	I&M-1	BASEMENT-UNFINISHED	0	
FLOOD ZONE		GARAGE	0	
SEWER PERMIT #	Will Serve Letter from Sunnyside Industrial and Professional Park	PORCHES/DECKS UNCOVERED	0	
MH VIN #	#UNITS 0	PORCHES/DECKS COVERED	0	
		CRAWLSPACE/MH FOUNDATION	0	

It is the responsibility of the property owner to ensure that all inspections are requested. If inspections are not performed, the structure cannot be occupied and/or a Certificate of Occupancy may not be issued. This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction is suspended or abandoned for a period of 180 days at any time after work has commenced.

I hereby certify that I have read and examined this document and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. Granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.


Signature of Contractor or Authorized Agent

11/2/18
Date


Issued By

11/2/2018
Date

PERMIT # 27504

Inspections								
S	InspType	R	F	Status	ReqDate	InspDate	InspIld	InspDist
0	BC-DRIVEWAY							
0	BC-FOOT							
0	BC-FOUND							
0	BC-FRAME							
0	BC-INSUL							
0	BC-SHTNG							
0	BC-SR							
0	BC-FINAL		Y					

Inspections in Swan Valley, Palisades, Freedom areas are scheduled for Tues. and Thurs. ONLY.
 Inspections in Greys Lake area scheduled by appointment only.
 INSPECTION REQUEST PHONE #(208)524-7920 EXT. 2 BY 4:00 PM FOR NEXT BUSINESS DAY

Permit Notes		
User	Date	Comments
BETSY	10/10/2018	See also #27,505 and #27,506
MARK	10/29/2018	No mechanical with this permit.
MARK	10/29/2018	VALUATION CHANGED: Old Value = 0 New Value = 30,000
MARK	10/29/2018	VALUATION CHANGED: Old Value = 30,000 New Value = 29,999


COMMERCIAL PERMIT APPLICATION

BONNEVILLE ZONING & BUILDING DEPARTMENT 605 N. Capital Ave. Idaho Falls, ID 83402 (208) 524-7920 Fax # (208) 529-1330

TWO PAPER COPIES OF ALL PLANS ARE REQUIRED FOR PERMITS

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Architect / Engineer: TETON STRUCTURAL		Telephone No. <u>Home:</u> <u>Business:</u> 208-357- <u>Fax:</u> 2420 <u>Email:</u>	
General Contractor: JON GREGORY	State License: RCT 34900 7/12/19	Telephone No. <u>Home:</u> 208-709-6337 <u>Business:</u> <u>Fax:</u> <u>Email:</u>	
Construction Address: P.O. 1296 BLACKFOOT ID 83221			
Subdivision: SUNNYSIDE BUSINESS	Lot: 4	Block: 4	
Tax Parcel No:		Zone: I&MI	
Use: COMMERCIAL			
Square Footage: 11,938	Main Floor:	Other Floors:	
Description of Project: COMMERCIAL SHOPS			
<u>New/Remodel:</u>		<u>Bid Price:</u> 500,600.00	<u>Septic Permit #:</u> N/A
<u>Fire Sprinkler System:</u>		<u>Heat System:</u> YOUNG'S HEATING	
Signature of Owner/Contractor or Authorized Agent: 			
DETAILED SITE PLAN REQUIRED See page 2, Item 1			

BUILDING # 2

OCT 01 2018

COMMERCIAL PERMIT APPLICATION – Supplemental Sheet

CHECK-OFF LIST FOR PLAN REVIEW

- All Plans must be drawn to Scale and Scale Noted on the Plans -

Requirements for submitting plans to obtain a Permit for a Commercial Building:

1. Site Plan Detailing the following and **Stamped** by registered design professional

- A. Proper Zone, Occupancy classification, Type of construction
- B. Footprint of the structure / s
- C. Acreage of property
- D. Property lines and dimensions
- E. Setbacks of structure / s
- F. Location of fire hydrants and fire lanes
- G. Parking, loading and unloading areas, sidewalks, driveways and easements
- H. Location and detail of proposed work within right-of-ways
- I. Detail for site grading and on-site retention of run-off water
- J. Location and width of curb cuts, or access points of driveways
- K. All outside storage space shall be enclosed by a sight obscuring fence
- L. Permit required from Public Works Department (208-529-1290) for approach onto a County Road
- M. Permit or "will serve" letter required from Sewer & Water Service Providers, if applicable

2. Architectural Drawings: **Stamped** by registered design professional.

- A. Floor plans - indicate room usage
- B. Building elevations
- C. Wall cross-sections
- D. Door / Window schedules and glazing types
- E. Room finish / s and hardware schedule / s
- F. Restroom elevations
- G. Partition location and types
- H. Roof plan and drainage slopes
- I. Stair cross-sections
- J. Shaft sections, when applicable
- K. Rated corridor construction details, when applicable
- L. Fire protection details for structural frame components, when applicable
- M. Occupancy separation wall details, when applicable

3. Structural Drawings: **Stamped** by registered design professional.

- A. Foundation drawings
- B. Framing - roof, floor and walls
- C. Structural details
- D. Live loads used in design
- E. Shop drawings and spec sheets on pre-fabricated structures
- F. Retaining walls
- G. General notes

4. Mechanical Drawings: **Stamped** by registered design professional.
Mechanical system must meet ASHRAE / IESNA 90.1

Permit

BLDG-COM - Building Commercial Permit

BONNEVILLE COUNTY

605 N. Capital Ave.
Idaho Falls, ID 83402

(208) 524-7920 ... Phone
(208) 529-1330 ... Fax

PERMIT NUMBER	DATE ISSUED	VALUATION	FEE	PRINTED BY
27505	10-29-18	\$ 500000.00	3564.00	MARK

LOCATION	3887 S American Way Unit A-F Idaho Falls, ID 83401	PARCEL#	RPO79900040040		
OWNER	Donald Sorrells () 3341 N Emperor Ave Fresno CA 93737	PROPERTY LOCATION	LOT 4, BLOCK 4, SUNNYSIDE INDUSTRIAL & PROFESSIONAL PARK, NW1/4 SEC 36, T 2N, R 37		
CONTRACTOR	Jonathan Gregory RCT-334900 () Blackfoot ID 83221	LOT	4		
		BLOCK	4		
		SUBDIVISION	Sunnyside Industrial & Professional Park		
LICENSE(S)	RCT-34900	SECTION	TOWNSHIP	RANGE	
		36	2N	37	

DESCRIPTION OF WORK **Commercial- Building of six units for lease to contractors**

NATURE OF WORK	New Construction	DIMENSIONS	270 X 47		
OCCUPANCY TYPE	F-1 Factory and industrial, moderate hazard	LIVING SPACE	0		
CONSTRUCTION TYPE	IA	BASEMENT-FINISHED	0		
USE ZONE	I&M-1	BASEMENT-UNFINISHED	0		
FLOOD ZONE		GARAGE	0		
SEWER PERMIT #		PORCHES/DECKS UNCOVERED	0		
		PORCHES/DECKS COVERED	0		
MH VIN #		CRAWLSPACE/MH FOUNDATION	0		
	#UNITS 6				

It is the responsibility of the property owner to ensure that all inspections are requested. If inspections are not performed, the structure cannot be occupied and/or a Certificate of Occupancy may not be issued. This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction is suspended or abandoned for a period of 180 days at any time after work has commenced.

I hereby certify that I have read and examined this document and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. Granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

Jan C. Gregory
Signature of Contractor or Authorized Agent

10/29/18
Date

B. Hanks
Issued By

10-29-18
Date

PERMIT # 27505

Inspections								
S	InspType	R	F	Status	ReqDate	InspDate	InspId	InspDist
0	BC-DRIVEWAY							
0	BC-FOOT							
0	BC-FOUND							
0	BC-FRAME							
0	BC-INSUL							
0	BC-SHTNG							
0	BC-SR							
0	BC-FINAL		Y					

Inspections in Swan Valley, Palisades, Freedom areas are scheduled for Tues. and Thurs. ONLY.
Inspections in Greys Lake area scheduled by appointment only.
INSPECTION REQUEST PHONE #(208)524-7920 EXT. 2 BY 4:00 PM FOR NEXT BUSINESS DAY

Permit Notes		
User	Date	Comments
BETSY	10/10/2018	See also #27,504 & #27,506
MARK	10/23/2018	No mechanical with this permit.
MARK	10/23/2018	VALUATION CHANGED: Old Value = 0 New Value = 500,000


COMMERCIAL PERMIT APPLICATION

BONNEVILLE ZONING & BUILDING DEPARTMENT 605 N. Capital Ave. Idaho Falls, ID 83402 (208) 524-7920 Fax # (208) 529-1330

TWO PAPER COPIES OF ALL PLANS ARE REQUIRED FOR PERMITS

(And One Electronic Copy)

Plans to comply with 2009 IBC, IFC, IECC, IMC, IFGC,
Minimum 15 business days may be required for plan review

Owner and Tenant: DON SORRELLS		Telephone No. Home: 559-284- Business: Fax: 0552 Email:	
Architect / Engineer: TETON STRUCTURAL		Telephone No. Home: 208-357- Business: Fax: 2420 Email:	
General Contractor: JON GREGORY	State License: RCT 34900 7/12/19 EXP.	Telephone No. Home: 208-709- Business: Fax: 6337 Email:	
Construction Address:			
Subdivision: SUNNYSIDE BUSINESS	Lot:	Block:	
Tax Parcel No:		Zone:	
Use:			
Square Footage:	Main Floor:	Other Floors:	
Description of Project: BUILDING # 3 38 x 152			
<input checked="" type="checkbox"/> New/ Remodel:	Bid Price: 175,060.00	Septic Permit #:	
Fire Sprinkler System:		Heat System:	
Signature of Owner/Contractor or Authorized Agent: 			
<u>DETAILED SITE PLAN REQUIRED</u> See page 2, Item 1			

Bldg of back

COMMERCIAL PERMIT APPLICATION – Supplemental Sheet

CHECK-OFF LIST FOR PLAN REVIEW

- All Plans must be drawn to Scale and Scale Noted on the Plans -

Requirements for submitting plans to obtain a Permit for a Commercial Building:

1. Site Plan Detailing the following and **Stamped** by registered design professional

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- D. Property lines and dimensions
- E. Setbacks of structure / s
- F. Location of fire hydrants and fire lanes
- G. Parking, loading and unloading areas, sidewalks, driveways and easements
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- J. Location and width of curb cuts, or access points of driveways
- K. All outside storage space shall be enclosed by a sight obscuring fence
- L. Permit required from Public Works Department (208-529-1290) for approach onto a County Road
- M. Permit or "will serve" letter required from Sewer & Water Service Providers, if applicable

2. Architectural Drawings: **Stamped** by registered design professional.

- A. Floor plans - indicate room usage
- B. Building elevations
- C. Wall cross-sections
- D. Door / Window schedules and glazing types
- E. Room finish / s and hardware schedule / s
- F. Restroom elevations
- G. Partition location and types
- H. Roof plan and drainage slopes
- I. Stair cross-sections
- J. Shaft sections, when applicable
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- L. Fire protection details for structural frame components, when applicable
- M. Occupancy separation wall details, when applicable

3. Structural Drawings: **Stamped** by registered design professional.

- A. Foundation drawings
- B. Framing - roof, floor and walls
- C. Structural details
- D. Live loads used in design
- E. Shop drawings and spec sheets on pre-fabricated structures
- F. Retaining walls
- G. General notes

4. Mechanical Drawings: **Stamped** by registered design professional.

Mechanical system must meet ASHRAE / IESNA 90.1

Permit

BLDG-COM - Building Commercial Permit

BONNEVILLE COUNTY

605 N. Capital Ave.
Idaho Falls, ID 83402

(208) 524-7920 ... Phone
(208) 529-1330 ... Fax

PERMIT NUMBER	DATE ISSUED	VALUATION	FEE	PRINTED BY
27644		\$ 175000.00	1614.00	MARK

LOCATION	3889 S American Way Bldg 3 A-D Idaho Falls, ID 83401	PARCEL#	RPO79900040040		
OWNER	Donald Sorrells () 3341 N Emporer Ave Fresno CA 93737	PROPERTY LOCATION	LOT 4, BLOCK 4, SUNNYSIDE INDUSTRIAL & PROFESSIONAL PARK, NW1/4 SEC 36, T 2N, R 37		
CONTRACTOR	Jonathan Gregory RCT-334900 () Blackfoot ID 83221	LOT	4		
		BLOCK	4		
		SUBDIVISION	Sunnyside Industrial & Professional Park		
LICENSE(S)	RCT-34900	SECTION	TOWNSHIP	RANGE	
		36	2N	37E	

DESCRIPTION OF WORK **Commercial- Building of 4 units to lease to contractors**


NATURE OF WORK	New Construction	DIMENSIONS	38 x 152
OCCUPANCY TYPE	F-1 Factory and industrial, moderate hazard	LIVING SPACE	0
CONSTRUCTION TYPE	VB	BASEMENT-FINISHED	0
USE ZONE	I&M-1	BASEMENT-UNFINISHED	0
FLOOD ZONE		GARAGE	0
SEWER PERMIT #		PORCHES/DECKS UNCOVERED	0
MH VIN #	#UNITS 0	PORCHES/DECKS COVERED	0
		CRAWLSPACE/MH FOUNDATION	0

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Signature of Contractor or Authorized Agent

12/19/18
Date


Issued By

12-19-18
Date

PERMIT # 27644

Inspections								
S	InspType	R	F	Status	ReqDate	InspDate	InspId	InspDist
0	BC-DRIVEWAY							
0	BC-FOOT							
0	BC-FOUND							
0	BC-FRAME							
0	BC-INSUL							
0	BC-SHTNG							
0	BC-SR							
0	BC-FINAL		Y					

Inspections in Swan Valley, Palisades, Freedom areas are scheduled for Tues. and Thurs. ONLY.
Inspections in Greys Lake area scheduled by appointment only.
INSPECTION REQUEST PHONE #(208)524-7920 EXT. 2 BY 4:00 PM FOR NEXT BUSINESS DAY

Permit Notes		
User	Date	Comments
BETSY	11/26/2018	Also #27,504, #27,505. #27, 506
MARK	11/28/2018	No mechanical with this permit.
MARK	11/28/2018	VALUATION CHANGED: Old Value = 0 New Value = 175,000


COMMERCIAL PERMIT APPLICATION

BONNEVILLE ZONING & BUILDING DEPARTMENT 605 N. Capital Ave. Idaho Falls, ID 83402 (208) 524-7920 Fax # (208) 529-1330

TWO PAPER COPIES OF ALL PLANS ARE REQUIRED FOR PERMITS

(And One Electronic Copy)

Plans to comply with 2009 IBC, IFC, IECC, IMC, IFGC,
Minimum 15 business days may be required for plan review

Owner and Tenant: DON SORRELLS		Telephone No. <u>Home:</u> <u>Business:</u> 559-284- <u>Fax:</u> <u>Email:</u> 0552	
Architect / Engineer: TETON STRUCTURAL		Telephone No. <u>Home:</u> <u>Business:</u> 208-357- <u>Fax:</u> 2420 <u>Email:</u>	
General Contractor: JON GREGORY	State License: RCT 34900 7/12/19 EXP.	Telephone No. <u>Home:</u> 208-709- <u>Business:</u> <u>Fax:</u> 6337 <u>Email:</u>	
Construction Address:			
Subdivision: SUNNYSIDE BUSINESS	Lot:	Block:	
Tax Parcel No:		Zone:	
Use:			
Square Footage:	Main Floor:	Other Floors:	
Description of Project: BUILDING # 4 40x164 40x180			
New/Remodel:		Bid Price: 225,000.00	Septic Permit #:
Fire Sprinkler System:		Heat System:	
Signature of Owner/Contractor or Authorized Agent: 			
<u>DETAILED SITE PLAN REQUIRED</u> See page 2, Item 1			

COMMERCIAL PERMIT APPLICATION – Supplemental Sheet

CHECK-OFF LIST FOR PLAN REVIEW

- All Plans must be drawn to Scale and Scale Noted on the Plans -

Requirements for submitting plans to obtain a Permit for a Commercial Building:

1. Site Plan Detailing the following and **Stamped** by registered design professional

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- G. Parking, loading and unloading areas, sidewalks, driveways and easements
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- J. Location and width of curb cuts, or access points of driveways
- K. All outside storage space shall be enclosed by a sight obscuring fence
- L. Permit required from Public Works Department (208-529-1290) for approach onto a County Road
- M. Permit or “will serve” letter required from Sewer & Water Service Providers, if applicable

2. Architectural Drawings: **Stamped** by registered design professional.

- A. Floor plans - indicate room usage
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3. Structural Drawings: **Stamped** by registered design professional.

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- F. Retaining walls
- G. General notes

4. Mechanical Drawings: **Stamped** by registered design professional.

Mechanical system must meet ASHRAE / IESNA 90.1

Permit

BLDG-COM - Building Commercial Permit

BONNEVILLE COUNTY

605 N. Capital Ave.
Idaho Falls, ID 83402

(208) 524-7920 ... Phone
(208) 529-1330 ... Fax

PERMIT NUMBER	DATE ISSUED	VALUATION	FEE	PRINTED BY
27645		\$ 225000.00	1914.00	MARK

LOCATION **3891 S American Way Bldg 4 A-D**
Idaho Falls, ID 83401

PARCEL# **RPO79900040040**

OWNER **Donald Sorrells ()**
3341 N Emporer Ave
Fresno CA 93737

PROPERTY LOCATION **LOT 4, BLOCK 4, SUNNYSIDE**
INDUSTRIAL & PROFESSIONAL PARK,
NW1/4 SEC 36, T 2N, R 37

CONTRACTOR **Jonathan Gregory RCT-334900 ()**

LOT **4**

BLOCK **4**

SUBDIVISION **Sunnyside Industrial & Professional Park**

Blackfoot ID 83221

LICENSE(S) **RCT-34900**

SECTION	TOWNSHIP	RANGE
36	2N	37E

DESCRIPTION OF WORK **Commercial- Building 40 x 180 4 units to lease to contractors**

NATURE OF WORK **New Construction**

DIMENSIONS **40 x 180**

OCCUPANCY TYPE **F-1 Factory and industrial, moderate hazard**

LIVINGSPACE **0**

CONSTRUCTION TYPE **VB**

BASEMENT-FINISHED **0**

USE ZONE **I&M-1**

BASEMENT-UNFINISHED **0**

FLOOD ZONE

GARAGE **0**

PORCHES/DECKS **0**

UNCOVERED **0**

SEWER PERMIT #

PORCHES/DECKS COVERED **0**

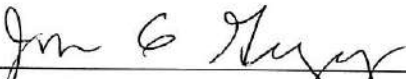
MH VIN #

#UNITS **0**

CRAWLSPACE/MH **0**
FOUNDATION

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Signature of Contractor or Authorized Agent

12/19/18
Date


Issued By

12-19-15
Date

PERMIT # 27645

Inspections								
S	InspType	R	F	Status	ReqDate	InspDate	InspId	InspDist
0	BC-DRIVEWAY							
0	BC-FOOT							
0	BC-FOUND							
0	BC-FRAME							
0	BC-INSUL							
0	BC-SHTNG							
0	BC-SR							
0	BC-FINAL		Y					

Inspections in Swan Valley, Palisades, Freedom areas are scheduled for Tues. and Thurs. ONLY.
 Inspections in Greys Lake area scheduled by appointment only.
 INSPECTION REQUEST PHONE #(208)524-7920 EXT. 2 BY 4:00 PM FOR NEXT BUSINESS DAY

Permit Notes		
User	Date	Comments
BETSY	11/26/2018	Also #27,504; #27,505; #27,506; #27,644
MARK	11/28/2018	VALUATION CHANGED: Old Value = 0 New Value = 225,000
MARK	11/28/2018	No mechanical with this permit.


COMMERCIAL PERMIT APPLICATION

BONNEVILLE ZONING & BUILDING DEPARTMENT 605 N. Capital Ave. Idaho Falls, ID 83402 (208) 524-7920 Fax # (208) 529-1330

TWO PAPER COPIES OF ALL PLANS ARE REQUIRED FOR PERMITS

(And One Electronic Copy)

Plans to comply with 2009 IBC, IFC, IECC, IMC, IFGC,
Minimum 15 business days may be required for plan review

Owner and Tenant: DONALD SORRELLS		Telephone No. <i>Home:</i> <i>Business:</i> <i>Fax:</i> <i>Email:</i>	
Architect / Engineer: TETON STRUCTURAL		Telephone No. <i>Home:</i> 208-357- <i>Business:</i> <i>Fax:</i> 2420 <i>Email:</i>	
General Contractor: JON GREGORY	State License: RCT 34900	Telephone No. <i>Home:</i> 208-709- <i>Business:</i> <i>Fax:</i> 6337 <i>Email:</i>	
Construction Address: P.O. 1296 BLACKFOOT ID 23221			
Subdivision: SUNNYSIDE BUSINESS		Lot: 4	Block: 4
Tax Parcel No:		Zone: I & MI	
Use: COMMERCIAL			
Square Footage: 5840	Main Floor:	Other Floors:	
Description of Project: COMMERCIAL SHOPS			
<input checked="" type="checkbox"/> New/Remodel:	Bid Price: 225,000.00	Septic Permit #: N/A	
Fire Sprinkler System:		Heat System: YOUNGS HEATING	
Signature of Owner/Contractor or Authorized Agent: 			
<u>DETAILED SITE PLAN REQUIRED</u> See page 2, Item 1			

BUILDING #5

COMMERCIAL PERMIT APPLICATION – Supplemental Sheet

CHECK-OFF LIST FOR PLAN REVIEW

- All Plans must be drawn to Scale and Scale Noted on the Plans -

Requirements for submitting plans to obtain a Permit for a Commercial Building:

1. Site Plan Detailing the following and **Stamped** by registered design professional

- A. Proper Zone, Occupancy classification, Type of construction
- B. Footprint of the structure / s
- C. Acreage of property
- D. Property lines and dimensions
- E. Setbacks of structure / s
- F. Location of fire hydrants and fire lanes
- G. Parking, loading and unloading areas, sidewalks, driveways and easements
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- J. Location and width of curb cuts, or access points of driveways
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- J. Shaft sections, when applicable
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- M. Occupancy separation wall details, when applicable

3. Structural Drawings: **Stamped** by registered design professional.

- A. Foundation drawings
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- D. Live loads used in design
- E. Shop drawings and spec sheets on pre-fabricated structures
- F. Retaining walls
- G. General notes

4. Mechanical Drawings: **Stamped** by registered design professional.
Mechanical system must meet ASHRAE / IESNA 90.1

Permit

BLDG-COM - Building Commercial Permit

BONNEVILLE COUNTY

605 N. Capital Ave.
Idaho Falls, ID 83402

(208) 524-7920 ... Phone
(208) 529-1330 ... Fax

PERMIT NUMBER	DATE ISSUED	VALUATION	FEE	PRINTED BY
27506	10/18/18	\$ 225000.00	1914.00	MARK

LOCATION **3895 S American Way Unit A-D**
Idaho Falls, ID 83401

PARCEL# **RPO79900040040**

OWNER **Donald Sorrells ()**
3341 N Emporer Ave
Fresno CA 93737

PROPERTY LOCATION **LOT 4, BLOCK 4, SUNNYSIDE INDUSTRIAL & PROFESSIONAL PARK, NW1/4 SEC 36, T 2N, R 37**

LOT 4

BLOCK 4

CONTRACTOR **Jonathan Gregory RCT-334900 ()**

SUBDIVISION **Sunnyside Industrial & Professional Park**

Blackfoot ID 83221

SECTION 36 TOWNSHIP 2N RANGE 37E

LICENSE(S) **RCT-34900**

DESCRIPTION OF WORK **Commercial - Building of four units to lease to contractors**

NATURE OF WORK **New Construction**

DIMENSIONS 40 x 146

OCCUPANCY TYPE **S-1 Storage, moderate hazard**

LIVINGSPACE 0

CONSTRUCTION TYPE **VB**

BASEMENT-FINISHED 0

USE ZONE **I&M-1**

BASEMENT-UNFINISHED 0

FLOOD ZONE **C**

GARAGE 0

SEWER PERMIT #

PORCHES/DECKS UNCOVERED 0

PORCHES/DECKSCOVERED 0

MH VIN # #UNITS 0

CRAWLSPACE/MH FOUNDATION 0

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I hereby certify that I have read and examined this document and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. Granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

Signature of Contractor or Authorized Agent

Date

Issued By

Date

10/18/18

10/18/18

PERMIT # 27506

Inspections								
S	InspType	R	F	Status	ReqDate	InspDate	Inspld	InspDist
0	BC-DRIVEWAY							
0	BC-FOOT							
0	BC-FOUND							
0	BC-FRAME							
0	BC-SHTNG							
0	BC-FINAL		Y					

Inspections in Swan Valley, Palisades, Freedom areas are scheduled for Tues. and Thurs. ONLY.
Inspections in Greys Lake area scheduled by appointment only.
INSPECTION REQUEST PHONE #(208)524-7920 EXT. 2 BY 4:00 PM FOR NEXT BUSINESS DAY

Permit Notes		
User	Date	Comments
BETSY	10/10/2018	See also #27,504 & #27,505
BETSY	10/18/2018	Primary address for parcel is 3887 S. American Way.
MARK	10/18/2018	VALUATION CHANGED: Old Value = 0 New Value = 225,000
MARK	10/18/2018	No Mechanical in this building

EXHIBIT J

Sunnyside Park Utilities, LLC.

August 21, 2019

Donald Sorrells
3887 South American Way Unit "A"
Idaho Falls, Idaho 83402

Re: Lot 4 Block 4 Sunnyside Industrial & Professional Park
Sewer Violations / Breach of Contract

Dear Mr. Sorrells

Upon purchase of the property in Sunnyside Industrial Park, it was fully understood by both parties that your need for water and septic service was limited to two bathrooms in a common office at the center front of your property. Sunnyside Utilities Inc. agreed to provide the requested water and septic service to that office only. The "will serve" letter issued to you by Sunnyside on August 23, 2018 stated: "Please note the landowner must provide a water meter (at the owner's expense) for any water usage determined to be above 12,000 gallons per month."

During construction, you altered the structure on the north east corner adding septic and water hook ups along with washer and dryer hook ups inside unit # A. Additionally, you have installed 10 frost free hydrants, near the front of each rentable unit. The additional connections will likely exceed 12,000 gallons per month. Discharge of excessive and unauthorized waste into the system is a violation of Sunnyside's Rules and Regulations, Article II, Sections 2 and 4(e).

Both of these alterations are in direct violation of our agreement and your commitment upon purchase of the property. The following actions are now required:

Item #1: You are hereby requested to permanently remove and plug the additional water and septic facilities installed in unit #A. We expect this alteration to be accomplished within the next 30 days.

For your information, Bonneville County P&Z Ordinance Chapter 26 Section 1-2602 (1), which is applicable to this IM1 zoned property, prohibits "...all residential uses except the residence of a caretaker of an industrial plant". (See attached copy). Your continuing residence on the property is prohibited and must cease immediately. A copy of this letter is being sent to Bonneville County Planning and Zoning for their review and investigation.

Item #2: With the addition of the frost-free hydrants you are now required to install the water meter at the property line where you take delivery. The potential volumes now need to be recorded and monitored for billing purposes. We expect this metering to be accomplished within the next 30 days at your expense, by a licensed plumber.

Item #3: On August 15 10:00 PM your facility was found in violation of Sunnyside Utilities Inc.'s Rules and Regulations (Article 2, Section 4) wherein your defective toilets were discharging a constant flow into our septic system. There was no response at your building, and with no one around, your water service was shut off.

P O Box 1768 □ Idaho Falls, ID 83403-1768 □ Phone (208) 529-9891

Sunnyside Park Utilities, LLC.

On August 16 at 8:00 AM I returned and water service was turned on based on your commitment to have a plumber examine your facility and correct the deficiencies. That evening at approximately 6 PM you assured me you had tested the toilets several times during the day and found no problems.

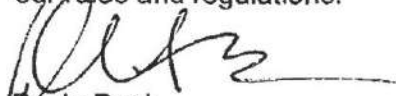
On August 17 at 8 AM your facility was again found in violation of our rules and regulations by discharging a constant flow of waste water into our septic system. You again would not answer your door, requiring the service be shut off. At 8:23 AM you phoned me ranting and raving that your service was shut off. After your commitment to eliminate the constant sewer flow and obtain the services of a plumber your water was restored.

These two violations, along with your belligerent attitude and inability to accept responsibility, forces us to put you on written notice of probation. See Rules and Regulations, Article 4, Section 1.

Pursuant to Article 4 Section 1 you are given five (5) calendar days for the satisfactory correction of the toilet deficiencies, with repairs certified in writing by a licensed plumber. Additionally we require a written plan of action explaining how you intend to comply with and maintain compliance with our Sewer Service Rules and Regulations. This plan needs to include monitoring of your facilities, and a daily (after 8:00PM) report of continued compliance. This report can be by email to our company.

Failure to comply with all the above to the reasonable satisfaction of Sunnyside Utilities Inc. may require us to invoke Article IV, Section 3 and terminate your service.

This company reserves the right to refuse to provide service to persistent violators of our rules and regulations.



Doyle Beck

Sunnyside Park Utilities, Inc.

Cc: Attorney – Mark Fuller
Bonneville County P & Z – Steve Serr

EXHIBIT K

Sunnyside Park Utilities, LLC.

September 5, 2019

Donald Sorrells
3887 South American Way Unit "A"
Idaho Falls, Idaho 83402

Dear Mr. Sorrells

As you are aware on Sunday, September 1st 7:30 PM I discovered again a violation of our rules and regulations by discharging a constant flow of waste water into our septic system.

You would not answer your door, so I called your phone you and you came to the door. We established that your toilet was running unrestrained. You made some corrections and stated that this was the toilet that had previously been corrected by your plumber.

And August 21, 2019 I emailed and mailed you notice of your violation of our agreement and commitment you made upon purchase of the property.

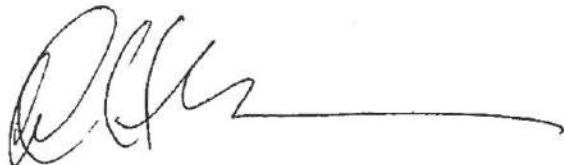
I also documented your violation of our rules and regulations.

Unfortunately, you have not responded in any manor to our concerns.

This is again indicative of your attitude and inability to except responsibility.

Failure to respond and provide a proposal to rectify our concerns will result in termination of your service.

If I do not hear from you your service will shut off on Friday September 13, 2019 and you will be required to reapply for any continued service.



Doyle Beck

Sunnyside Park Utilities , Inc.

EXHIBIT L

FULLER & BECK LAW OFFICES, PLLC.

ATTORNEYS AT LAW

Mark R. Fuller
Daniel R. Beck
Paul L. Fuller

410 Memorial Drive, Suite 201
P.O. Box 50935
Idaho Falls, Idaho 83405-0935

Telephone: (208) 524-5400
Facsimile: (208) 524-7167
Email: fullerandbeck@gmail.com

RETURN RECEIPT REQUESTED

February 12, 2021

Donald Sorrells
3341 N. Emperor
Fresno, CA 93737

3887 S. American Way, Unit 'A'
Idaho Falls, ID 83402

Re: My Client: Sunnyside Park Utilities, Inc.
Issue: Violation of Rules and Regulations

Dear Mr. Sorrells:

Our office has the pleasure of representing Sunnyside Park Utilities, Inc. ("SPU"), and we have been asked to contact you regarding the unauthorized water and sewer connections installed on your lot in the Sunnyside Industrial and Professional Park. SPU provides water and sewer services for the majority of the lots located in Subdivision. On August 23, 2018, SPU issued a "Will Serve" letter regarding property you purchased in Sunnyside Industrial and Professional Park, in Bonneville County, Idaho. The "Will Serve" letter was issued based upon the architectural plans which were approved for the property, which only identified two bathrooms being installed on your property. It is now our understanding that ten (10) additional frost free hydrants, washer/dryer connection and an RV Septic Dump were installed without approval by Sunnyside Park Utilities. Additionally, SPU has discovered repeated instances of excessive drainage coming from your defective toilets, as noted in the letters sent August 21, 2019 and September 5, 2019. Further, in spite of repeated requests, you have also failed to monitor your discharges as required by Article II, Section 7 of the Rules and Regulations for Sewer Service. These unauthorized discharges violate Article II, Section 1 of SPU's Rules and Regulations for Sewer Service. You have used or are using the property for residential sewer service to that lot in violation of Bonneville County Zoning Ordinances. All of these actions compromise the integrity of the septic system and puts all connecting lots at risk of system failure.

In its letter of September 5, 2019, SPU stated that it would shut off service if its concerns were not rectified. SPU did not follow through on the termination based upon a belief that the parties were engaged in good-faith negotiations regarding a proposed Water-Sewer Agreement. During these negotiations, you twice orally agreed to the Water-Sewer Agreements which were prepared, but after more than two years it is clear that you are unwilling to sign the Agreements or keep your promises. Based upon your lack of cooperation, SPU will now pursue its remedies for your breaching of the terms of the architectural plans and as allowed under the Rules and Regulations for Sewer Service.

Pursuant to Article IV, Section 1, of the Rules and Regulations, notice is hereby provided that you are in violation of the Rules and Regulations for the additional water and sewer connections. You must bring your property into conformance with the approved architectural plans by (1) removing the frost free hydrants, and (2) place a permanent cement plug in the RV septic system dump sewer line within thirty (30) days of your receipt of this letter. Upon successfully completing these actions, please notify our office and we will schedule a time for a representative of SPU to come and verify compliance. In the event such actions are not taken within the time provided, you will be deemed a persistent violator and SPU will pursue a Declaratory Judgment Action to obtain judicial authorization for SPU to disconnect your sewer and water services. You will be assessed with Court costs and attorney fees for that litigation.

February 12, 2021
Page 2

No further grace will be granted in this matter and litigation will be filed if you fail to act within thirty (30) days. If you have any other questions, please feel free to contact our office.

Very truly yours,

FULLER & BECK

A handwritten signature in cursive script that reads "Mark R. Fuller".

Mark R. Fuller
Attorney at Law

c: client

EXHIBIT M

FULLER & BECK LAW OFFICES, PLLC.
ATTORNEYS AT LAW

Mark R. Fuller
Daniel R. Beck
Paul L. Fuller

410 Memorial Drive, Suite 201
P.O. Box 50935
Idaho Falls, Idaho 83405-0935

Telephone: (208) 524-5400
Facsimile: (208) 524-7167
Email: fullerandbeck@gmail.com

Sent via Email

April 16, 2021

Amanda Hebesha
WAGNER JONES HELSLEY, PC
265 E. River Park Circle, Ste. 310
Fresno, CA 93720
ahebesha@wjhattorneys.com

Re: My Client: Sunnyside Park Utilities, Inc.
Your Client: Donald Sorrells
Issue: Violation of Rules and Regulations

Dear Ms. Hebesha:

We are in receipt of your letter of April 5, 2021, and respond to the same herein. Attached please find additional documentation, including the Site Plan for Don Sorrells' Storage Shops, the building plans for Building 1 (the small building with the restrooms), all five (5) building permits, and an e-mail from Austin Black, Assistant Planner, Bonneville County Planning and Zoning.

We disagree with your repeated assertions that by seeking to enforce its rights and assure the protection of the septic and water system that my client has been harassing Mr. Sorrells. My client will continue to enforce the terms of all agreements and take all necessary steps to assure that the septic and water systems are protected from unauthorized or illegal use. Your client's unauthorized or illegal septic and water connections put at risk the entire system which serves multiple lots. My client has an obligation to other stakeholders, as well as your client, to assure the continuing viability of the system.

Your references to the CC&R's is without merit, as the disputed issues are not regarding modification of building structures or aesthetics, but modification of water and sewer **connections**, governed under the Rules and Regulations of Sunnyside Park Utilities, Inc. The Architectural Control Committee of Sunnyside Industrial and Professional Park (the Owners' Association) does not have authority to authorize or regulate water and sewer connections. The Owners' Association and Sunnyside Park Utilities are separate entities with separate rights and obligations. Your letter fails to recognize this distinction and confuses the governing documents of two independent entities. However, given your reliance upon the CC&R's, we would direct your attention to Declaration V(j)(d), which specifically prohibits "temporary structures, such as **trailers**, tents, shacks or similar buildings...on any lot, except during construction as authorized by the ACC." Under Declaration V(j)(f)(11), the CC&R's prohibit the transfer, dumping or disposal of garbage or refuse, except for waste that is produced on the premises from authorized uses. If Mr. Sorrells is using the RV septic connection to dispose of waste which was created at other locations, then that is another violation of the CC&R's. Please provide written variances from these provisions under Declaration V(i) which your client received from the ACC. If no variance has been issued, then your client is in violation of the CC&R's and we will inform the Owners' Association of such violation.

We direct your attention to the Construction Notes (left column) and Notes (right column) of your client's Site Plan. The Construction Notes state that the Water Main and Services and the Sanitary Sewer Main and Services shall meet the 2017 ISPWC Standards, and the water lines shall be installed with 6 feet minimum cover. It is the responsibility of the owner to provide and install all required backflow prevention devices on water services. Under the Notes, the following relevant issues are required:

1. Any changes to the site plan shall be submitted to Bonneville County Public Works Department for approval prior to construction. (Note 2)
2. A licensed Idaho Professional Engineer shall inspect, certify to County Standards, and prepare "as-built" drawings for all road water, sanitary sewer and storm sewer main lines. (Note 5)
3. All water service lines less than four (4) inches and sanitary service lines less than eight (8) inches shall be inspected by service providers prior to backfilling. (Note 6)
4. Commercial buildings, where possible, shall be plumbed for a meter inside of building. Owner is to contact water department to determine if a meter is required and for additional information. (Note 7)
5. Failure to comply with the Notes may result in withholding water service. (Note 3)

You will also note in the e-mail from the Assistant Planner, that his file contains five building permits. The Assistant Planner also states that only Permit 27504 (the small building with restrooms) shows connection to water/sewer, and that "[n]one of the other permits had a will serve letter or showed that it was intended to hook up to water and sewer." Our client was informed that the County would not provide copies of the building plans. Your client's contractor provided our client with building plans for Building 1 for the purpose of obtaining a will-serve letter, which was the only building which was to receive water and sewer and which identifies two toilets and two sinks. Our client would not have received building plans for buildings which were not receiving water and sewer. During negotiations to purchase the property and obtain a will-serve letter, your client only identified the bathroom as using water and septic service. This statement was made in the presence of Paul Crockett and is also known to John Gregory, the contractor who built the buildings, and was relied upon by my client in issuing the will-serve letter. Mr. Gregory has also informed our office that the only plumbing in the original contract with your client was the bathroom and conference room building and that the will-serve letter was for building permit no. 27504. All other plumbing was not part of the original contract. Based on the representations of the County, Mr. Gregory, and your client, and your client's failure to provide the other four building plans to our client, we do not believe that any of the other four building plans identified the other buildings as receiving water and sewer services. Your claim that the "will serve" letter for one building is generally applicable to all five buildings is untrue and not supported by the County or your client's actions. Sunnyside Park Utilities' provided a will-serve letter for the only building that was to be provided with water and sewer.

Prior to any consideration of the offer made by your client, your client must establish that he has complied with all legal requirements, performed the necessary inspections, and is permitted by the County to act in the manner your client requests. Specifically, please provide our office with

1. the inspection and certification report by a licensed Idaho Professional Engineer stating that the water and sewer lines are up to County standards,
2. the "as built" drawings for the water and sewer lines for all buildings,
3. all changes to the site plan submitted to Bonneville County Public Works Department,
4. the architectural plans for Buildings 2-5, which were never received by Sunnyside Park Utilities, Inc. or the Owners' Association, which is another violation of the CC&Rs (Decl. IV(a)),
5. evidence that an appropriate backflow prevention device has been installed, and
6. evidence of an inspection by the service provider as required by Note 6.

If you are unable to provide the requested information, my client will require (1) an inspection, and (2) installation of a water meter for the building to which service was authorized.

My client cannot consent to the continued use of any connection, including the RV connection, if such connection is not authorized and installed properly. We believe that the RV connection was installed without any authorization or inspection from the County, Sunnyside Utilities, the Owners' Association, or any other entity, and was the unilateral action of your client, done in secret to avoid the County and Owners' Association from prohibiting residential living in the industrial zone. My client is concerned that the RV connection can easily overwhelm the septic system with excessive, unauthorized or illegal waste. Further, my client cannot authorize the use of the shop as a RV site, when such has not been authorized by the County or the Owners' Association. Prior to any further discussions on maintaining the RV connection, my client requires that your client obtain written approval from the County to use the shop as a residence and a variance from the Owners' Association allowing a temporary structure (the RV) on the lot. If the County finds that the use of the shop to park and reside in the RV is not authorized, then this whole discussion is moot, as your client cannot use the site as he intends. We would direct your attention to Bonneville County Zoning Ordinance 1-2601(2) regarding I&M-1 Zones: "Dwellings and other uses which discourage the use of the land for its primary purposes have been excluded." By parking the RV in the Shop, the Shop becomes a dwelling under the definitions of the Ordinance. Whether the term "residential use" is specifically defined or not, the clear intent of the Zoning Ordinance is to exclude dwellings and other uses which discourage manufacturing and industrial uses. We believe the County will find that an RV parked in a shop constitutes a dwelling that must be excluded. Had the County intended to provide an exception to allow RV's to park in I&M-1 zones, it could have stated so, as it has done for a caretaker's residence.

Further, with regard to the septic cleanout, Article III, Section 1, of the Rules and Regulations clearly prohibits damaging any structure, appurtenance or equipment associated with the sewer system. This would include the cleanout. Any person who damages the system is subject to civil and/or criminal proceedings. Your reliance upon Section 3, which addresses connections, is misplaced. However, this issue will be considered resolved upon your client's repair of the cleanout as he has agreed.

Please review these requirements and documents with your client and provide the requested documentation by April 30, 2021.

Very truly yours,

FULLER & BECK



Mark R. Fuller
Attorney at Law

Enc.
c: client

EXHIBIT N

FULLER & BECK LAW OFFICES, PLLC.

ATTORNEYS AT LAW

Mark R. Fuller
Daniel R. Beck
Paul L. Fuller

410 Memorial Drive, Suite 201
P.O. Box 50935
Idaho Falls, Idaho 83405-0935

Telephone: (208) 524-5400
Facsimile: (208) 524-7167
Email: fullerandbeck@gmail.com

Amanda G Hebesha
Wanger Jones Helsley PC
265 E. River Park Circle, Suite 310
Fresno, CA 93720

October 29, 2021

RE: Our Client: Sunnyside Park Utilities, Inc.
Your client: Don Sorrells
Notice of Intention to Terminate

Dear Ms. Hebesha,

I am in receipt of your letter dated October 27, 2021. Your office has provided us with evidence that the toilet has been repaired, and current discharge from the Sorrell building indicates that at least for now the repair has been successful. Historic water usage on the Sorrells property has been 103 gallons per day for August and September. I instructed my client to return to the location to turn the water on as you requested, and he found that his lock had been cut off by Mr. Sorrells or his agent, the water had been turned back on at the meter and at the curbstop, and that a new lock had been installed on the meter preventing access by my client. (See attached photograph) My client's action was in direct obedience to your request: "Please direct your client to immediately resume service to the subject property," and did not constitute a trespass by reason of your express direction. However, your earlier paragraph indicates a continue assertion that the water meter is located on your client's property.

This letter is to provide Notice of Intention to Terminate the water service to the Sorrells' property unless my client is given access to the utilities water meter within the next 7 days. Meter readings October 1 through 25 show total flow of 10,600 gallons, or 442 gpd. This exceeds Aug/Sept usage of 103 gpd by 339 gpd or 7513 gallon excess. Sunnyside's representative witnessed water running at night at the rate of 2880 gallons per day on October 24. On multiple occasions Mr. Sorrells has shown he is unable to monitor his excess sewage discharge. These flows are unacceptable and detrimental to Sunnyside's system. As this is a continual and habitual problem, we have determined that Mr. Sorrells is willfully wasting and interfering with our service to his property and other customers through improper equipment and/or maintenance. Additionally, Mr. Sorrells has denied and willfully prevented our access to our meter.

The Third Party Beneficiary Utility Agreement, recorded August 7, 2007 as Instrument Number 1272911, Section 4(a) states as follows:

The company reserves and has the right to establish and collect as a charge or charges for water furnished and consumed by the owners or occupants of each of the buildings, and other

improvements at the rates as prescribed and permitted herein. The company shall have the right to install on the premises of each of the individual buildings, and other improvements a water meter to be maintained by the company through which all water supplied to the consumer shall pass and to which the company shall have access at reasonable times for the purpose of taking meter readings and keeping said meters in repair. The company may charge the cost to the customer of any materials used, equipment rented or the equivalent rate for the companies equipment used and labor expenses incurred in making any connections or in making any repair which is the responsibility of an owner.

This Third Party Beneficiary Utility Agreement was recorded many years before your client came to own the property and he was placed a notice of such terms at the time he purchased the property. Sunnyside Park Utilities is a water corporation as defined by Idaho Code Section 61-125 and is therefore governed by applicable regulations issued by the Idaho Department of Public Utilities. All water corporations are defined as public utilities pursuant to Idaho Code Section 61-129.

In July, 2021 the Idaho Public Utilities Commission issued administrative regulations set forth in IDAPA 31.21.01 regarding customer relations rules for water public utilities. Rule 302.01(e) allows for termination of service when "the customer or applicant denied or willfully prevented the utility's access to the meter." This provision is expressly applied to industrial and commercial customers pursuant to IDAPA 31.21.01.602.01.

The purpose of this letter is to place Don Sorrells on notice that Sunnyside Park Utilities intends to terminate his service within seven calendar days unless the lock which he placed on the meter is removed and Sunnyside Park Utilities is allowed access to its meter, regardless of the meter's location, at all reasonable times for the purpose of taking meter readings and keeping said meter in repair. The meter is the property of Sunnyside Park Utilities and it insists on access to all meters within the industrial park, regardless of location. The following items are required to continue service:

1. Remove your padlock and agree to allow unrestricted access.
2. Agree to never manipulate and/or control our valves or meter without permission.
3. Pay all our costs associated with this incident.
4. Provide an acceptable written plan to manage and control your flows into our system to prevent any future overflows.

If such action is not taken within the seven calendar days provided, and your threat of trespass withdrawn, Sunnyside Park Utilities will take action to terminate the service or will apply to an appropriate court for an

Page 3

order authorizing termination of service. Please confirm your receipt of this Notice and respond indicating the steps taken by Mr. Sorrells to remove the lock and allow my clients unrestricted access to their water meter within the time period set forth in the regulation.

Very truly yours,

A handwritten signature in cursive script that reads "Mark R. Fuller".

Mark R. Fuller
Attorney at Law

Enclosure
CC: Client

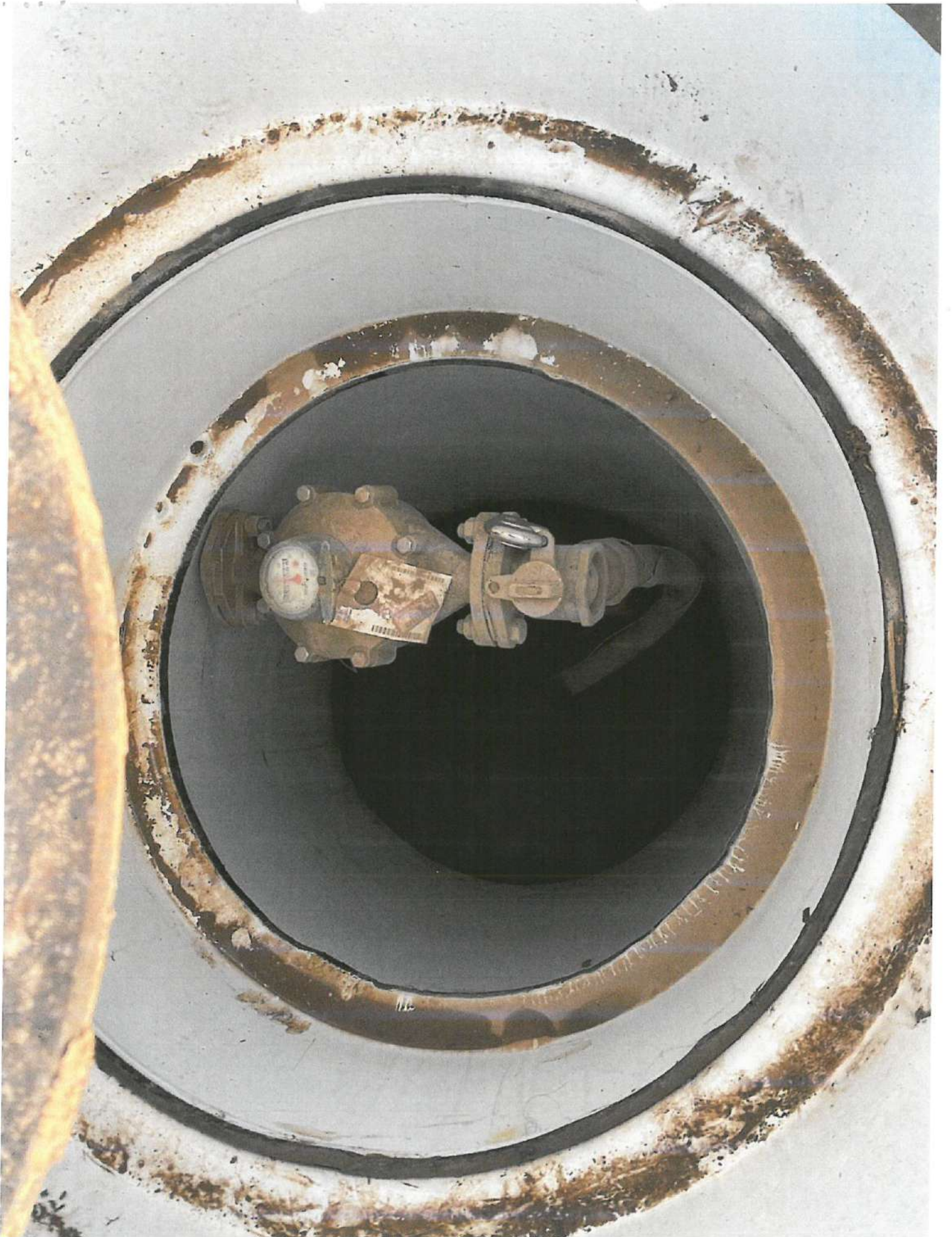


EXHIBIT O

	Water Usage				
Date	Time	Reading	Usage	GPD	
	6/17/2021	10:34 AM	400		
	7/1/2021	8:17 AM	1400	1000	71
	8/1/2021	8:15 AM	7200	5800	187
	9/1/2021	8:20 AM	10400	3200	103
	10/1/2021	9:45 AM	13500	3100	103
Monday	10/25/2021	8:34 PM	24100	10600	442
Tuesday	10/26/2021	1:00 PM	24300	200	
Tuesday		7:51 PM	24300	0	200
Wednesday	10/27/2021		24300	0	
Wednesday		5:07 PM	24500	200	200
Thursday	10/28/2021		24500	0	
Thursday			24500	0	0
Friday	10/29/2021		24500	0	
Friday		9:50 PM	25600	1100	1100
Saturday	10/30/2021	8:30 AM	26800	1200	
Saturday		8:21 PM	27300	500	1700
Sunday	10/31/2021	9:15 AM	28000	700	
Sunday		7:46 PM	28600	600	1300
Monday	11/1/2021	8:15 AM	29200	600	
Monday		5:10 PM	29800	600	1200
Tuesday	11/2/2021	8:20 AM	30636	836	
Tuesday		5:27 PM	31451	815	1651
Wednesday	11/3/2021	8:21 AM	31524	73	
Wednesday		5:08 PM	32192	668	741
Thursday	11/4/2021	8:25 AM	32290	98	
Thursday		5:10 PM	32533	243	341
Friday	11/5/2021	8:24 AM	33100	567	
Friday		4:54 PM	33504	404	971
Saturday	11/6/2021		33504	0	
Saturday			33504	0	0
Sunday	11/7/2021	7:16 AM	35520	2016	
Sunday		8:55 PM	36225	705	2721
Monday	11/8/2021	8:12 AM	36760	535	
Monday		5:08 PM	37233	473	1008
Tuesday	11/9/2021	8:09 AM	37768	535	
Tuesday			38185	417	952
Wednesday	11/10/2021	8:00 AM	38720	535	
Wednesday		5:03 PM	39022	302	837
Thursday	11/11/2021	8:24 AM	39042	20	
Thursday		5:09 PM	39128	86	106
Friday	11/12/2021	8:17 AM	39155	27	
Friday		5:14 PM	39272	117	144
Saturday	11/13/2021		39293.6	21.6	
Saturday			39315.2	21.6	43
Sunday	11/14/2021		39341	25.8	
Sunday			39360	19	45
Monday	11/15/2021	8:22 AM	39380	20	
Monday		6:18 PM	39511	131	151
Tuesday	11/16/2021	8:28 AM	39534	23	
Tuesday		5:22 PM	39728	194	217
Wednesday	11/17/2021	7:38 AM	39746	18	
Wednesday		6:05 PM	39868	122	140
Thursday	11/18/2021	8:11 AM	39996	128	
Thursday			40071	75	203
Friday	11/19/2021	8:12 AM	40095	24	
Friday		5:05 PM	40210	115	139
Saturday	11/20/2021		40235	25	
Saturday			40261	26	51
Sunday	11/21/2021	9:11 AM	40303	42	
Sunday		7:58 PM	40341	38	80
Monday	11/22/2021	8:24 AM	40363	22	
Monday			40503	140	162
Tuesday	11/23/2021	8:17 AM	40710	207	
Tuesday		5:07 PM	40770	60	267

Meter Installed

UPHOLSTERY LADY? RESTRAINING ORDER?
TOLD ME I COULDN'T BE ON THE PROPERTY

Wednesday	11/24/2021	8:21 AM	40800	30	
Wednesday		5:04 PM	40874	74	104
Thursday	11/25/2021		40945.5	71.5	
Thursday			40945.5	0	72
Friday	11/26/2021		41017	71.5	
Friday			41017	0	72
Saturday	11/27/2021		41088.5	71.5	
Saturday			41088.5	0	72
Sunday	11/28/2021	9:10 AM	41160	71.5	
Sunday			41160	0	72
Monday	11/29/2021	8:09 AM	41437	277	
Monday		5:04 PM	41610	173	450
Tuesday	11/30/2021	8:20 AM	41690	80	
Tuesday		5:05 PM	41763	73	153
Wednesday	12/1/2021	8:23 AM	41774	11	
Wednesday		4:41 PM	41859	85	96
Thursday	12/2/2021	8:20 AM	41915	56	
Thursday		5:06 PM	42025	110	166
Friday	12/3/2021	8:17 AM	42053	28	
Friday		5:03 PM	42125	72	100
Saturday	12/4/2021		42125	0	
Saturday		7:43 PM	42720	595	595
Sunday	12/5/2021	9:09 AM	43111	391	
Sunday			43111	0	391
Monday	12/6/2021	8:12 AM	43323	212	
Monday		5:03 PM	43410	87	299
Tuesday	12/7/2021	8:25 AM	43715	305	
Tuesday		5:04 PM	43922	207	512
Wednesday	12/8/2021	8:20 AM	43954	32	
Wednesday		5:08 PM	44136	182	214
Thursday	12/9/2021	8:16 AM	44175	39	
Thursday			44175	0	39
Friday	12/10/2021	8:46 AM	44395	220	
Friday		5:10 PM	44453	58	278
Saturday	12/11/2021		44453	0	
Saturday		5:05 PM	44965	512	512
Sunday	12/12/2021	10:11 AM	45437	472	
Sunday		8:33 PM	45465	28	500
Monday	12/13/2021	8:11 AM	45481	16	
Monday			45481	0	16
Tuesday	12/14/2021	8:15 AM	45578	97	
Tuesday			45739.75	161.75	259
Wednesday	12/15/2021		45901.5	161.75	
Wednesday			46063.25	161.75	324
Thursday	12/16/2021	9:40 AM	46225	161.75	
Thursday		5:14 PM	46339	114	276
Friday	12/17/2021	8:18 AM	46887	548	
Friday		5:07 PM	46904	17	565
Saturday	12/18/2021	10:26 AM	46933	29	
Saturday		10:13 PM	47074	141	170
Sunday	12/19/2021		47276	202	
Sunday			47478	202	404
Monday	12/20/2021	8:16 AM	47680	202	
Monday			47680	0	202
Tuesday	12/21/2021	8:17 AM	48075	395	
Tuesday		5:08 PM	48480	405	800
Wednesday	12/22/2021	8:24 AM	48830	350	
Wednesday		5:16 PM	49658	828	1178
Thursday	12/23/2021		49658	0	
Thursday		9:00 PM	49739	81	81
Friday	12/24/2021	6:39 AM	49750	11	
Friday		7:20 PM	49908	158	169
Saturday	12/25/2021	9:12 AM	50240	332	
Saturday		8:59 PM	50526	286	618
Sunday	12/26/2021		50526	0	
Sunday		6:56 PM	51057	531	531
Monday	12/27/2021	8:21 AM	51061	4	
Monday			51061	0	4

Tuesday	12/28/2021	8:16 AM	51431	370	
Tuesday			51431	0	370
Wednesday	12/29/2021	8:11 AM	51627	196	
Wednesday			51627	0	0
Thursday	12/30/2021	8:27 AM	52057	430	
Thursday			52057	0	430
Friday	12/31/2021		52487	430	
Friday			52487	0	430
Saturday	1/1/2022		52917	430	
Saturday			52917	0	430
Sunday	1/2/2022		53347	430	
Sunday			53347	0	430
Monday	1/3/2022		53777	430	
Monday			53777	0	430
Tuesday	1/4/2022		54207	430	
Tuesday			54207	0	430
Wednesday	1/5/2022	8:22 AM	54638	431	
Wednesday			54638	0	431
Thursday	1/6/2022	8:19 AM	54808	170	
Thursday			54808	0	170
Friday	1/7/2022	8:18 AM	54967	159	
Friday			54967	0	159
Saturday	1/8/2022		55128	161	
Saturday			55128	0	161
Sunday	1/9/2022		55289	161	
Sunday			55289	0	161
Monday	1/10/2022	8:21 AM	55450	161	
Monday			55450	0	161
Tuesday	1/11/2022	8:18 AM	55711	261	
Tuesday			55711	0	261
Wednesday	1/12/2022	8:13 AM	55929	218	
Wednesday			55929	0	218
Thursday	1/13/2022	8:27 AM	56140	211	
Thursday			56140	0	211
Friday	1/14/2022	8:20 AM	56569	429	
Friday			56569	0	429
Saturday	1/15/2022		56957	388	
Saturday			56957	0	388
Sunday	1/16/2022		57345	388	
Sunday			57345	0	388
Monday	1/17/2022	8:19 AM	57735	390	
Monday			57735	0	390
Tuesday	1/18/2022	8:19 AM	57915	180	
Tuesday			57915	0	180
Wednesday	1/19/2022	8:22 AM	58255	340	
Wednesday			58255	0	340
Thursday	1/20/2022	8:19 AM	58540	285	
Thursday			58540	0	285
Friday	1/21/2022	8:24 AM	58715	175	
Friday			58715	0	175
Saturday	1/22/2022		58903	188	
Saturday			58903	0	188
Sunday	1/23/2022		59091	188	
Sunday			59091	0	188
Monday	1/24/2022	8:29 AM	59280	189	
Monday			59280	0	189
Tuesday	1/25/2022	9:19 AM	59418	138	
Tuesday			59418	0	138
Wednesday	1/26/2022	8:20 AM	59629	211	
Wednesday			59629	0	211
Thursday	1/27/2022	8:27 AM	60004	375	
Thursday			60004	0	375
Friday	1/28/2022	8:21 AM	60354	350	
Friday			60354	0	350
Saturday	1/29/2022		60845	491	
Saturday			60845	0	491
Sunday	1/30/2022		61336	491	
Sunday			61336	0	491

meter covered with plowed snow

Monday	1/31/2022	8:22 AM	61828	492	
Monday			61828	0	492
Tuesday	2/1/2022	8:25 AM	62410	582	
Tuesday			62410	0	582
Wednesday	2/2/2022	8:22 AM	62953	543	
Wednesday			62953	0	543
Thursday	2/3/2022		63729.5	776.5	
Thursday			63729.5	0	777
Friday	2/4/2022	8:19 AM	64506	776.5	
Friday			64506	0	777
Saturday	2/5/2022		64917	411	
Saturday			64917	0	411
Sunday	2/6/2022		65328	411	
Sunday			65328	0	411
Monday	2/7/2022	8:28 AM	65739	411	
Monday			65739	0	411
Tuesday	2/8/2022	8:22 AM	66146	407	
Tuesday			66146	0	407
Wednesday	2/9/2022	8:22 AM	66512	366	
Wednesday			66512	0	366
Thursday	2/10/2022	8:17 AM	67318	806	
Thursday			67318	0	806
Friday	2/11/2022	8:19 AM	67945	627	
Friday			67945	0	627
Saturday	2/12/2022		68238	293	
Saturday			68238	0	293
Sunday	2/13/2022		68531	293	
Sunday			68531	0	293
Monday	2/14/2022	8:24 AM	68826	295	
Monday			68826	0	295
Tuesday	2/15/2022	8:28 AM	68940	114	
Tuesday			68940	0	114
Wednesday	2/16/2022	8:24 AM	69358	418	
Wednesday			69358	0	418
Thursday	2/17/2022	8:23 AM	69573	215	
Thursday			69573	0	215
Friday	2/18/2022	8:21 AM	69798	225	
Friday			69798	0	225
Saturday	2/19/2022		69849.33	51.33	
Saturday			69849.33	0	51
Sunday	2/20/2022		69900.66	51.33	
Sunday			69900.66	0	51
Monday	2/21/2022	8:28 AM	69952	51.34	
Monday			69952	0	51
Tuesday	2/22/2022	8:22 AM	70419	467	
Tuesday			70419	0	467
Wednesday	2/23/2022	9:04 AM	70782	363	
Wednesday			70782	0	363
Thursday	2/24/2022	8:23 AM	71110	328	
Thursday			71110	0	328
Friday	2/25/2022	8:22 AM	71511	401	
Friday			71511	0	401
Saturday	2/26/2022		72223.33	712.33	
Saturday			72223.33	0	712
Sunday	2/27/2022		72935.66	712.33	
Sunday			72935.66	0	712
Monday	2/28/2022	8:14 AM	73647	711.34	
Monday			73647	0	711
Tuesday	3/1/2022	8:18 AM	73866	219	
Tuesday			73866	0	219
Wednesday	3/2/2022	8:21 AM	74102	236	
Wednesday			74102	0	236
Thursday	3/3/2022	8:18 AM	74898	796	
Thursday			74898	0	796
Friday	3/4/2022	8:16 AM	75580	682	
Friday			75580	0	682
Saturday	3/5/2022		76275	695	
Saturday			76275	0	695

Sunday	3/6/2022		76970	695	
Sunday			76970	0	695
Monday	3/7/2022	8:30 AM	77665	695	
Monday			77665	0	695
Tuesday	3/8/2022	8:26 AM	78122	457	
Tuesday		3:02 PM	78175	53	510
Wednesday	3/9/2022	8:28 AM	78713	538	
Wednesday			78713	0	538
Thursday	3/10/2022	8:24 AM	79487	774	
Thursday			79487	0	774
Friday	3/11/2022	8:24 AM	80127	640	
Friday			80127	0	640
Saturday	3/12/2022		80910	783	
Saturday			80910	0	783
Sunday	3/13/2022		81693	783	
Sunday			81693	0	783
Monday	3/14/2022	8:18 AM	82478	785	
Monday			82478	0	785
Tuesday	3/15/2022	8:23 AM	83318	840	
Tuesday			83318	0	840
Wednesday	3/16/2022	8:18 AM	84128	810	
Wednesday			84128	0	810
Thursday	3/17/2022	8:35 AM	85028	900	
Thursday			85028	0	900
Friday	3/18/2022	8:17 AM	85936	908	
Friday			85936	0	908
Saturday	3/19/2022		86784	848	
Saturday			86784	0	848
Sunday	3/20/2022		87632	848	
Sunday			87632	0	848
Monday	3/21/2022	10:34 AM	88482	850	
Monday			88482	0	850
Tuesday	3/22/2022	8:30 AM	89067	585	
Tuesday			89067	0	585
Wednesday	3/23/2022	8:33 AM	89614	547	
Wednesday			89614	0	547
Thursday	3/24/2022	8:28 AM	90235	621	
Thursday			90235	0	621
Friday	3/25/2022	8:26 AM	90819	584	
Friday			90819	0	584
Saturday	3/26/2022		91981	1162	
Saturday			91981	0	1162
Sunday	3/27/2022		93143	1162	
Sunday			93143	0	1162
Monday	3/28/2022	8:24 AM	94305	1162	
Monday			94305	0	1162
Tuesday	3/29/2022	8:25 AM	95166	861	
Tuesday			95166	0	861
Wednesday	3/30/2022	8:14 AM	96118	952	
Wednesday			96118	0	952
Thursday	3/31/2022	8:27 AM	97308	1190	
Thursday			97308	0	1190
Friday	4/1/2022	8:19 AM	98244	936	
Friday			98244	0	936
Saturday	4/2/2022		99181	937	
Saturday			99181	0	937
Sunday	4/3/2022		100118	937	
Sunday			100118	0	937
Monday	4/4/2022	8:10 AM	101055	937	
Monday			101055	0	937
Tuesday	4/5/2022	9:57 AM	101818	763	
Tuesday			101818	0	763
Wednesday	4/6/2022	8:16 AM	102880	1062	
Wednesday			102880	0	1062
Thursday	4/7/2022	8:23 AM	103903	1023	
Thursday			103903	0	1023

EXHIBIT P

**IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE**

SUNNYSIDE PARK UTILITIES, INC.,

an Idaho Corporation,

Petitioner,

vs.

DONALD SORRELLS, an individual,

Respondent.

Case No. CV10-21-6624

**MEMORANDUM DECISION ON
RESPONDENT'S MOTION TO DISMISS**

INTRODUCTION

Before the Court is Respondent's Motion to Dismiss Petitioner's Petition for Declaratory Judgment. Petitioner is a water utility for a private business park. Respondent is the owner of buildings in the concerned business park serviced by Petitioner. Respondent's Motion provides affirmative defenses under Idaho Rules of Civil Procedure 12(b)(1) citing lack of subject matter jurisdiction and 12(b)(2) citing a failure to state a claim upon which relief can be granted.

Therefore, the crux of the immediate decision lies in the applicability of a party's duty to exhaust administrative remedies and this Court's subject matter jurisdiction over the concerning matters.

Following oral argument, the Court took this matter under advisement to issue a written opinion and address the issues at hand. Herein are the findings of the Court.

FACTUAL AND PROCEDURAL BACKGROUND

In the matter before this Court, there has been no argument or disagreement between the parties regarding the underlying facts or occurrences described by Petitioner in its Petition for Declaratory Judgment. As such, the Court accepts and adopts the following points as described in the Petition.

Petitioner, Sunnyside Park Utilities, Inc., (hereinafter “Sunnyside”) is an Idaho corporation, organized and existing under the laws of the State of Idaho with its principal place of business in the County of Bonneville, State of Idaho, with the principal purpose of providing water and sewer service to commercial properties in Sunnyside Industrial and Professional Park according to the Sunnyside Park Utilities Rules and Regulations proffered and adopted by Sunnyside. *Petition* at ¶1. Sunnyside is a water corporation as defined by Idaho Sections 61-125 and 61-129. *Id.* At *Ex. E* p.2. Respondent, Donald Sorrells (hereinafter “Sorrells”) is the owner of Lot 4, Block 4, Sunnyside Industrial & Professional Park, located in Bonneville County, Idaho (hereinafter “the Property”). *Id.* at ¶2.

On August 23, 2018, Sunnyside issued a “Will Serve” letter to Sorrells, based on representations that Sorrells would install two (2) restrooms on the Property, with no other water or sewer needs. *Id.* at ¶3.

In October-November 2018, Sorrells obtained commercial building permits from Bonneville County to construct several buildings on the Property, only one of which was identified as requiring a sewer permit. *Id.* at ¶4. Sorrells was authorized to install only two (2) bathrooms

on the Property under the Bonneville County building permit and his agreement with Sunnyside. *Id.* However, Sorrells established additional connections, including but not limited to a washer/dryer connection, an RV septic connection, and ten (10) frost-free hydrants on multiple buildings on the Property. *Id.* at 5. Sorrells' installation of the additional water and septic connections was not authorized by Sunnyside and was not permitted by Bonneville County Zoning and Building Department. *Id.* at ¶6.

Following Sorrells' connection to the Sunnyside system, Sunnyside noted repeated instances where excessive discharge was directed into Sunnyside's septic system from Sorrells's Property. *Id.* at ¶7. Sunnyside notified Sorrells of these recurring issues and was routinely assured that the problem would be addressed. *Id.*

On or about August 21, 2019, Sunnyside sent a notice of violation to Sorrells regarding the additional connections. *Id.* at ¶8. Sunnyside alleged that Sorrells was in direct violation of the multiple sections of the Sunnyside Park Utility Rules and Regulations (hereinafter "Rules and Regulations"). Along with the notice of violation, Sunnyside identified a defective toilet that was discharging a continuous flow into the Sunnyside system. *Id.* Sunnyside requested remediation of the defective toilet and indicated that services would be terminated if not repaired. *Id.*

On or about September 5, 2019, a second notice was sent to Sorrells' regarding a constant flow of discharge coming from Sorrell's Property. In addition to the notice, Sunnyside again requested that Sorrells remedy the problem. *Id.* at ¶9.

On or about February 12, 2021, Sunnyside sent a third notice of violation of Rules and Regulations through counsel, in which it requested that the frost-free hydrants be removed and that a cement plug be placed in the RV septic system dump sewer line. *Id.* at ¶10.

Based on a belief that the Sorrells was acting in good faith in negotiating a compromise, Sunnyside did not immediately terminate services to Sorrells' property. *Id.* at ¶11. Sunnyside believed that the RV septic system dump sewer line had been plugged, but Sunnyside has not been allowed to verify this fact directly. *Id.*

On April 5, 2021, counsel for Sorrells submitted a letter stating that "the toilet drainage/leaking issue has been remedied." *Id.* at ¶12.

On April 16, 2021, counsel for Sunnyside identified numerous legal requirements with which Sorrells failed to comply, including the following: (1) failure to provide an inspection and certification report by a licensed Idaho Professional Engineer stating that the water and sewer lines were up to county standards; (2) failure to provide as-built drawings for the water and sewer lines for all buildings; (3) failure to identify changes to site plans submitted to the Bonneville County Public Works Department; (4) failure to provide Sunnyside Park Utilities with the architectural plans for Buildings 2-5; (5) failure to provide evidence of an appropriate backflow prevention device; and (6) failure to allow Sunnyside to inspect the water and sewer service lines prior to covering. *Id.* at ¶13.

On June 17, 2021, a water meter was installed at Sunnyside's cost to monitor water consumption on Sorrell's Property. The water meter remains the property of Sunnyside. *Id.* at ¶14.

On October 25, 2021, at approximately 9:30 p.m., Sunnyside discovered that Sorrells' toilet was again continuously running and discharging into the Sunnyside system. *Id.* at ¶15. As a result, Sunnyside shut off water to the Property to prevent the continuous flow from overloading the septic system. *Id.*

On October 26, 2021, counsel for Sunnyside informed counsel for Sorrells of the repeated excessive discharge issue and stated that “water will be turned back on when proof is provided that a new toilet has been installed and a monitoring plan acceptable to Sunnyside Park Utilities is submitted by Mr. Sorrells on how he will manage his sewage discharge in the future.” *Id.* at ¶16.

During the evening of October 26, 2021, Sunnyside again noticed excessive discharge into its septic system and found that Sorrells, or his agent, had turned on the water without Sunnyside’s authorization. *Id.* at ¶17. Sunnyside again turned off the water and installed a lock on the water meter to prevent Sorrells from restarting the water until Sorrells verified that the problem had been remedied and would no longer risk overloading the Sunnyside septic system. *Id.*

On October 27, 2021, Sorrells sent a text message to Sunnyside, stating in part: “...this is a formal notice that if you or anyone representing you enters my property for any reason again you will be removed by force if necessary. The water meter is fully owned and paid for by me and is on my property. Do not TOUCH AGAIN!! The toilets have been repaired and there is no water flow. BACK OFF!!!” *Id.* at ¶18.

On October 27, 2021, Finish Line Plumbing, Inc., invoiced Sorrells \$471.90 to repair the leaking toilet. *Id.* at ¶19.

On October 27, 2021, counsel for Sorrells notified counsel for Sunnyside that the toilet had again been repaired and requested that water service resume immediately. *Id.* at ¶20. Upon receipt of this request, Sunnyside went to the water meter to resume service and found that Sunnyside’s lock had been removed, the water had again been turned on without authorization, and a new lock had been placed to prevent Sunnyside from being able to turn off the water at Sunnyside’s water meter. *Id.* at ¶21.

On October 29, 2021, counsel for Sunnyside provided a notice to Sorrells' counsel that water service would be terminated based upon Sorrells' interference with Sunnyside's access to the water meter by means of the unauthorized lock and threats to forcibly remove any representative of Sunnyside who attempted to access the meter as allowed under Idaho Public Utilities Commission regulations set forth in IDAPA 31.21.01.602.01 and IDAPA 31.21.01.302.01(e). *Id.* at ¶22.

On November 1, 2021, counsel for Sorrells stated that the lock would be removed "on condition that [Sunnyside] follow the rules for notice provided in [Sunnyside's] own rules and regulations in the future." *Id.* at ¶23. As of the date of the Petition's filing, the lock had not been removed, and Sorrells had not rescinded his threats of forcible removal. *Id.*

Since the October 27, 2021 toilet repair, Sunnyside has conducted daily readings of the water meter and daily inspections of the sewer discharge from Sorrells' Property. *Id.* at ¶24. Between the evening of October 29, 2021, and the morning of November 9, 2021, a total of 12,168 gallons were consumed by the Sorrells property, which averages out to nearly 50 gallons per hour for a property that was only authorized to have two restrooms. *Id.* at ¶25.

On November 2, 2021, Sunnyside notified Sorrells' contractor regarding the excessive consumption of water and was informed that a frost-free hydrant was leaking and was in the process of being repaired. *Id.* at ¶26. Sorrells' contractor was unaware of the extent of the leak, as only a minor leak is noticeable from the hydrant itself. Sorrells' contractor turned off the water line to the hydrants and informed Sorrells of the leak. *Id.* Sorrells informed the contractor that Sorrells would continue to use the water service and allow tenants or agent(s) to regulate the water to the hydrants as needed. *Id.*

It appears the water was shut off during the evenings between November 2-3 and 3-4, but otherwise, the leak has continued unabated based upon water meter readings. *Id.* at ¶29.

Pursuant to Rules and Regulations, Article II, Section 4(e), Sunnyside prohibits the discharge of unusual or excessive volume of flow or concentration of wastes. *Id.* at ¶30.

Pursuant to the Third Party Beneficiary Utility Agreement, recorded as Bonneville County Instrument No. 1272911, Section 4, “[Sunnyside] shall have the right to install on the premises of each of the individual buildings, and other improvements a water meter to be maintained by [Sunnyside] through which all water supplied to the consumer shall pass and to which [Sunnyside] shall have access at reasonable times for the purpose of taking meter readings and keeping said meters in repair.” *Id.* at ¶32.

On December 20, 2021, Sorrells filed Respondent’s Motion to Dismiss.

On February 24, this Court heard oral argument on Respondent’s Motion to Dismiss and, following the hearing, took the matter under advisement to issue a written decision in this matter in due course.

STANDARD OF REVIEW

A 12(b)(6) motion looks only at the pleadings to determine whether a claim for relief has been stated. *Taylor v. McNichols*, 149 Idaho 826, 833, 243 P.3d 642, 649 (2010). “The issue is not whether the plaintiff will ultimately prevail, but whether the party is entitled to offer evidence to support the claims.” *ABC Agra, LLC v. Critical Access Grp., Inc.*, 156 Idaho 781, 783, 331 P.3d 523, 525 (2014). “A motion to dismiss for failure to state a claim should not be granted unless it appears beyond doubt that the plaintiff can prove no set of facts in support of his claim that would

entitle the plaintiff to relief.” *Clark v. Jones Gledhill Fuhrman Gourley, P.A.*, 163 Idaho 215, 220, 409 P.3d 795, 800 (2017).

“The grounds for a Rule 12(b)(6) dismissal comprise only the pleadings and no more.” *Taylor*, 149 Idaho 833. “Idaho Rules of Civil Procedure Rule 8 requires a complaint to contain a short and plain statement of the claim showing that the pleader is entitled to relief.” *Idaho Wool Growers Ass'n, Inc. v. State*, 154 Idaho 716, 720, 302 P.3d 341, 345 (2012). Further, the District Court draws all reasonable inferences in favor of the non-moving party. *Id.* Therefore, “[u]nder Rule 12(b)(6), after viewing all facts and inferences from the record in favor of the non-moving party, the Court will ask whether a claim for relief has been stated. *Munden v. Bannock Cty.*, No. 47978, 2022 WL 386057, at *6 (Idaho Feb. 9, 2022). “Dismissal for failure to state a claim should not be granted unless it appears beyond doubt that the plaintiff can prove no set of facts in support of his claim that would entitle him to relief.” *Id.*

Pertaining to the underlying Petition, “[a] declaratory judgment can only be rendered in a case where an actual or justiciable controversy exists.” *Harris v. Cassia Cty.*, 106 Idaho 513, 516, 681 P.2d 988, 991 (1984). “A justiciable controversy must be a real and substantial controversy admitting of specific relief through a decree of a conclusive character, as distinguished from an opinion advising what the law would be upon a hypothetical state of facts. *Ada Cty. Highway Dist. v. Idaho Pub. Utilities Comm'n*, 151 Idaho 1, 4, 253 P.3d 675, 678 (2011). “Idaho has adopted the constitutionally based federal justiciability standard.” *Paslay v. A&B Irrigation Dist.*, 162 Idaho 866, 869, 406 P.3d 878, 881 (2017). “Standing is an essential element of a justiciable claim [and] requires (1) a distinct injury in fact, (2) fairly traceable to the conduct from which a plaintiff seeks relief, and (3) a substantial likelihood that the requested relief will remedy

or prevent the injury.” *Id.* Further, “[t]he controversy must be definite and concrete, touching the legal relations of parties having adverse legal interests.” *Harris*, 106 Idaho 516.

Under Idaho Admin. Code r. 31.21.01.009, the Public Utilities Commission “reserves the authority to issue orders interpreting these rules and utility tariffs and resolving formal complaints.”

In reaching its decision on a motion to dismiss, the court does not consider the total record in the underlying matter before it; instead, considering only the pleadings of the immediate concerning matter. If the court were to consider the record in its totality, it would engage in a summary judgment analysis instead of analysis under Rule 12(b)(6). *Paslay v. A&B Irrigation Dist.*, 162 Idaho 866, 872, 406 P.3d 878, 884 (2017). “A court can dismiss an action under Rule 12(b)(6) if it considers only the complaint, despite whether a party has submitted additional materials to the record.” *Id.*

Sorrells further pleads an affirmative defense under Idaho Rule of Civil Procedure 12(b)(1), asserting that this Court does not have subject matter jurisdiction over matters involving a public water utility. “Jurisdiction over the subject matter is the right of the court to exercise judicial power over that class of cases; not the particular case before it, but rather the abstract power to try a case of the kind or character of the one pending; and not whether the particular case is one that presents a cause of action, or under the particular facts is triable before the court in which it is pending, because of some of the inherent facts that exist and may be developed during trial. *Troupis v. Sumner*, 148 Idaho 77, 79–80, 218 P.3d 1138, 1140–41 (2009). Article V, § 20 of the Idaho Constitution provides that the district court shall have original jurisdiction to hear all cases, both at law and in equity. *Bach v. Miller*, 144 Idaho 142, 145, 158 P.3d 305, 308 (2007). District Courts in Idaho have adopted a presumption that District Courts are courts of general

jurisdiction and therefore “have subject matter jurisdiction unless a party can show otherwise.” *Troupis*, 148 Idaho 80. (citing *Borah v. McCandless*, 147 Idaho 73, 78, 205 P.3d 1209, 1214 (2009)).

ANALYSIS

Sunnyside’s Petition includes a prayer for relief on two primary issues. First, Sunnyside requests the Court for a Declaratory Judgment “[d]eclaring that Sorrells is a persistent and continued violator of the Rules and Regulations applicable to the subject property.” *Petition* at 9. Further, Sunnyside prays for a Declaratory Judgment from this Court “[d]eclaring that Sorrells is in violation of IDAPA 31.21.01.602.01, by reason of his interference with [Sunnyside]’s access to [Sunnyside]’s water meter and by his willfully wasting water provided by [Sunnyside].” *Id.*

In response, Sorrells articulates affirmative defenses to the underlying Petition for Declaratory Judgment wherein he motions to dismiss the Petition in its entirety through the application of affirmative defenses. Sorrells’ affirmative defenses have a basis arising from and existing within Idaho Rule of Civil Procedure 12(b) and center around Sunnyside’s choice not to seek administrative remedies through the Idaho Public Utilities Commission (IPUC) before seeking a Declaratory Judgment by this Court. The first affirmative defense relies on this Court not having subject-matter jurisdiction, and the second affirmative defense for Sunnyside’s failure to state a claim upon which relief can be granted.

In response to Sorrells’ Motion to Dismiss, Sunnyside principally argues that the duty to exhaust all administrative remedies does not apply in this circumstance.

Sunnyside further argues that exhaustion of administrative remedies requires a precipitating agency action and that in the underlying matter, there has not been a precipitating action on the part of any agency or commission.

This Court will take up the dismissal of Sunnyside's principal prayers for relief separately below.

**1. SUNNYSIDE PROVIDED SUFFICIENT PLEADINGS WHEREBY
PLAINTIFF MAY YET PROVE A SET OF FACTS IN SUPPORT OF ITS
CLAIM THAT WOULD ENTITLE IT TO RELIEF.**

In its Petition, Sunnyside seeks a Declaratory Judgment declaring Sorrells a persistent and continuing violator of the Sunnyside Park Utility Rules and Regulations applicable to the subject property. Thereby, this Court must determine if the District Court has subject matter jurisdiction over these matters and whether Sunnyside's Petition sufficiently stated a claim upon which relief might be granted. "Generally, in determining whether to grant a declaratory judgment, the criteria is whether it will clarify and settle the legal relations at issue, and whether such declaration will afford a leave from uncertainty and controversy giving rise to the proceeding." *Schneider v. Howe*, 142 Idaho 767, 773, 133 P.3d 1232, 1238 (2006).

Nevertheless, in a motion to dismiss under Idaho Rule of Civil Procedure 12(b), the Court may only consider the pleadings before the Court. It may not consider extrinsic evidence or the entirety of the underlying record in the matter and must draw all inferences in favor of the non-moving party. Therefore, the issue for the Court at this stage is whether it appears beyond a doubt that Sunnyside can prove no set of facts in support of its claim that would entitle Sunnyside to relief based solely upon the facial analysis of the pleadings before the Court. Further, through its Petition for Declaratory Judgment, Sunnyside's pleadings must sufficiently support a justiciable

controversy that must be definite and concrete, touching the legal relations of parties having adverse legal interests. This provides Sunnyside, as the Petitioner, with a relatively low requirement to survive Sorrells' Motion to Dismiss the Petition.

Here, Sunnyside alleges that Sorrells is a "persistent and continuing violator of the Rules and Regulations applicable to the subject property." *Petition* at 9. In its Petition, Sunnyside presents multiple claims of Sorrells violating the Rules and Regulations of the subject property. *Petition* at ¶¶ 31-36. The Court finds Sunnyside has provided pleadings that address a justiciable controversy of concrete happenings and not simply the possibility of a hypothetical occurrence regarding violations of the Rules and Regulations of the subject property.

The Court further finds that the pleadings touch upon the relation of the parties having adverse legal interests. Here, Sunnyside is the public water utility, and Sorrells is the commercial water customer. If Sunnyside can present further evidence in a later hearing to whereby prove the allegations upon which it will be entitled to relief, that relief will be directly adverse to the legal interests of Sorrells as a commercial customer in that Sunnyside desires to terminate utility services to Sorrells buildings and places of business.

In drawing all inferences in favor of the non-moving party, it is the findings of this Court that, at this stage of the litigation, Sunnyside has provided sufficient pleadings to show that there exists the possibility that Sunnyside may present further facts and evidence sufficient to prove the support of its claim for persistent violations of the Sunnyside Park Utility Rules and Regulations. The District Court is a court of general jurisdiction and therefore "maintains a presumption that it has subject matter jurisdiction unless a party can show otherwise." *Troupis*, 148 Idaho 80. Here, the alleged violation is based upon the Sunnyside Park Utility Rules and Regulations and is not based on Idaho Administrative Rules. Therefore, it is the finding of this Court that Sorrells'

Motion to Dismiss is Denied in part as it pertains to Sunnyside's first enumerated prayer for relief concerning Sorrells being a "persistent and continuing violator of the [Sunnyside Park Utilities] Rules and Regulations pertaining to the subject property." *Petition* at 9.

2. IDAHO PUBLIC UTILITIES COMMISSION RETAINS ORIGINAL
JURISDICTION OVER INTERPRETING RULES AND RESOLVING
FORMAL COMPLAINTS WHEREIN IDAHO WATER
CORPORATIONS ARE CONCERNED.

The second issue in Sunnyside's prayer concerns Sorrells' violation of applicable Idaho Administrative Code provisions. As argued in Sorrells' Motion to Dismiss, the concerning issue is whether the District Court has subject-matter jurisdiction over the enforcement of the alleged violations of the Idaho Administrative Code provisions listed in Sunnyside's Petition and Sorrells' Motion.

Under Idaho Code § 61-125, "[t]he term water corporation when used in this act includes every corporation or person, their lessees, trustees, receivers or trustees, appointed by any court whatsoever, owning, controlling, operating or managing any water system for compensation within this state." Further, under Idaho Code Ann. § 61-129, "[t]he term public utility when used in this act includes every common carrier, pipeline corporation, gas corporation, electrical corporation, telephone corporation and water corporation, as those terms are defined in this chapter, and each thereof is hereby declared to be a public utility and to be subject to the jurisdiction, control and regulation of the commission and to the provisions of this act." Finally, under Idaho Admin. Code r. 31.21.01.009, "[t]he Commission reserves the authority to issue orders interpreting these rules and utility tariffs, and resolving formal complaints."

Sunnyside prays the Court for Declaratory Judgment “declaring that Sorrells is in violation of Idaho Admin Code r. 31.21.01.602.01, by reason of his interference with Sunnyside’s access to Sunnyside’s water meter and by his willfully wasting water provided by Sunnyside.

It is undisputed between the parties that Sunnyside is a water corporation incorporated within and under the statutes of the state of Idaho. Under Idaho provisions, all water corporations incorporated in Idaho are declared to be public utilities and therefore subject to the “jurisdiction, control and regulation of the [IPUC] and to the provisions of this act.” I.C. § 61-129. Further, the [IPUC] specifically reserves the authority to issue orders interpreting rules pertaining to public utilities and therein resolving formal complaints. Idaho Admin Code r. 31.21.01.009. Sunnyside is a water corporation and therefore operation as a public utility and is subject to the original subject matter of jurisdiction of the IPUC.

Therefore, in the matter concerning whether Sunnyside is in Violation of Idaho Admin Code r. 31.21.01.602.01, it is the finding of this Court that the District Court does not have subject matter jurisdiction over this matter and that the IPUC specifically reserves and therein retains the authority in this matter to reach a final judgment in the matter. Consistent with the findings of this Court, Sorrells’ Motion to Dismiss for lack of subject matter jurisdiction is therefore GRANTED in part pursuant to Idaho Rules of Civil Procedure 12(b)(1).

CONCLUSION

HEREBY, it is the finding of the Court that Sorrells' Motion to Dismiss is GRANTED in part and DENIED in part consistent with findings of this Court above.

IT IS SO ORDERED.

Dated this 1st day of March 2022.

A handwritten signature in black ink, appearing to read 'B. Pickett', with a horizontal line underneath it.

Bruce L. Pickett
District Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on March 2, 2022, the foregoing MEMORANDUM DECISION was entered, and a true and correct copy was served upon the parties listed below by mailing, with the correct postage thereon, or by causing the same to be delivered to their courthouse boxes

Counsel for PETITIONER:

Mark R. Fuller, ISB No. 2698
fullerandbeck@gmail.com

Counsel for RESPONDENT:


Paul B. Rippel, ISB No. 2762
paulrippel@hopkinsroden.com

Austin O. Allen, ISB No. 10076
austinallen@hopkinsroden.com

Penny Manning

Clerk of the District Court

Bonneville County, Idaho

By  _____

Deputy Clerk

EXHIBIT Q

**HOPKINS RODEN CROCKETT HANSEN & HOOPES, PLLC**

SEWARD H. FRENCH (1941-1984) TED C. SPRINGER (1943-1984) WILLIS B. BENJAMIN (1939-1999)

March 8, 2022

PAUL B. RIPPEL
E-MAIL paulrippel@hopkinsroden.comMark Fuller
FULLER & BECK LAW OFFICES, PLLC
410 Memorial Drive, Ste. 201
P.O. Box 50935
Idaho Falls, ID 83405

Re: March 3, 2022 Letter of Intention to Terminate Services

Dear Mark:

We have received your letter dated March 3, 2022, to our client, Donald Sorrells, regarding Sunnyside Park Utilities' intention to terminate water services to the property at 3887 S. American Way, Idaho Falls, ID 83402. The letter identified the grounds for termination of services as alleged violations of IDAPA 31.21.01.300 et seq. As you recall, the Court dismissed your client's request for declaratory judgment relating to IDAPA and found such interpretations and determinations within the original jurisdiction of the IPUC. However, upon conferring with the IPUC earlier today, it has been made known to us that IPUC interprets the aforementioned rules and regulations as not applicable to SPU, and that IPUC deems SPU a "nonregulated utility." It is our understanding that IPUC has informed you of this position as well.

Given the above, we do not believe that alleged violations of IDAPA 31.21.01.300 et seq. constitute grounds for termination of services. Termination of water services must be determined against SPU's own rules and regulations. We therefore read your March 3, 2022 letter as notice of intent to terminate services pursuant to SPU's own rules and regulations. The issue of whether Mr. Sorrells is a "persistent and continuing violator" of SPU's rules and regulations is pending before the Court. We therefore request that your client agree not to terminate water or sewer services to the subject property until the

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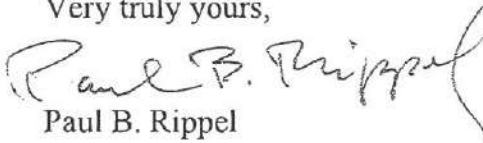
599 WEST BANNOCK • PO BOX 2110 BOISE, ID 83701-2110. (208) 336-7930 • FAX (208) 336-9154 • WWW.HOPKINSRODEN.COM

Mark Fuller
March 8, 2022
Page - 2

Court has entered a judgment in this matter. Please indicate whether your client will agree to not terminate services by no later than noon tomorrow, March 9, 2022. If we have not heard from you by the aforementioned time we will be forced to seek a temporary restraining order to maintain the status quo during the course of litigation. We believe it is mutually and financially beneficial to agree to withhold terminating services without getting the Court involved.

I look forward to your prompt attention to this matter.

Very truly yours,

A handwritten signature in black ink that reads "Paul B. Rippel". The signature is written in a cursive style with a large, sweeping flourish at the end.

Paul B. Rippel

EXHIBIT R

Doyle Beck
Invoice

8/3/21

Jon Gregory
PO Box 1296
Blackfoot, ID 83221
208.709.6337

Don Sorrells Project
3887 S. American Way
Meter pit and fittings
Flange meter

\$ 2,218.83
\$ 746.32
\$ 2,965.15

Paid in full