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Bylaws PAGE 1/25

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE 69.00 BY DICK STONER



BYLAWS

OF THE

COTTONWOOD WATER PIPELINE COMPANY, INC.

ADOPTED April 9, 20 12

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ARTICLE I - NAME

The name of this nonprofit mutual water company is Cottonwood Water Pipeline Company, Inc. (hereinafter referred to as the "Company").

ARTICLE II - DURATION

The period of duration of the Company shall be perpetual.

ARTICLE III - PURPOSE

The Company is a nonprofit mutual water company which operates a water distribution system on behalf of its members. The Company may engage in any act or activity allowed by law in accordance with the provisions of the Utah Revised Nonprofit Corporation Act.

ARTICLE IV - FISCAL YEAR

The fiscal year of the Company shall be from January 1st to December 31st of each year.

ARTICLE V - PRINCIPAL OFFICE AND REGISTERED AGENT

The principal office of the Company shall be 175 Cottonwood Lane, Coalville, UT 84017. The location of the principal office may be changed from time to time by the Governing Board. The registered agent of the Company shall be William Dick Stoner, 175 Cottonwood Lane, Coalville, UT 84017. The registered agent may be changed from time to time by the Governing Board in accordance with Utah Code Annotated section 16-17-206, as may be amended.

ARTICLE VI - STOCK

- a. CLASSES OF STOCK.** All members of the Company shall be stockholders, and there is presently one class of stock consisting of all shares of stock held by any individual or entity as of the date of the adoption of these Bylaws. Each share of issued stock shall entitle the holder thereof to delivery of water in accordance with the terms of these Bylaws and/or any special written agreement with the Company.
- b. TRANSFER OF STOCK.** The Company's stock is transferable on the books of the Company only in accordance with the following procedures and subject to approval of said transfer by the Governing Board.

1. The stock certificate must be presented to the Company's Secretary signed by the person in whose name the stock appears on the Company's books, by his or her legal representative(s), or by his or her duly authorized agent. The signing of the certificate shall be properly witnessed and the name of the new owner shall be included in the space provided. In the case of a transfer by an authorized agent, a copy of the duly executed and acknowledged power of attorney shall be deposited with the Secretary. The stock certificate must be surrendered to the Secretary and canceled before a new certificate may be issued.
 2. If the old stock certificate is presented to the Company's Secretary, there shall be no cost to issue a new certificate to the new owner. If, however, the old stock certificate is not presented to the Secretary, a \$25.00 certificate fee will be charged to cover the cost of preparing a narrative for the Company's records. All past due balances and the certificate fee, if applicable, must be paid before a change can be made.
 3. The name, mailing address, email address, and telephone number of the new owner must be provided and the new owner, his or her legal representative(s), or his or her duly authorized agent must sign for the receipt of the new certificate. Where an authorized agent is used, a copy of the duly executed and acknowledged power of attorney shall be deposited with the Secretary.
 4. Shares of stock may be transferred only in increments of full shares. Shares of stock may not be transferred or divided so as to create fractional shares.
 5. No transfer shall be made upon the books of the Company within ten (10) days immediately preceding the annual meeting of the members.
 6. It is the member's responsibility to bring transfers of stock to the attention of the Company. Until the above steps are taken, the owner of stock as recorded on the Company's books remains legally responsible to the Company for payment of all obligations owed to the Company.
- c. DESCRIPTION OF STOCK CERTIFICATES.** The Governing Board shall set, and may from time to time revise, the form of the Company's stock certificates. The certificates shall be consecutively numbered and duly signed by the President, or such other officer authorized by law and by the Governing Board, and countersigned by the Secretary and sealed with the seal of the Company. The certificates shall exhibit the member's name, the total number of shares of stock represented thereby, any condition(s) or restriction(s) placed thereon, and any other information designated by the Governing Board. Such information shall be perpetuated on any and all subsequent transfers of such stock.
- d. STOCK TRANSFER BOOKS.** The name, mailing address, and email address of the member, the number of shares, the nature and place of use, any condition(s) or

restriction(s) placed thereon, and the date of issue shall be entered in the stock transfer books of the Company which shall be kept at the principal office of the Company.

- e. **CONDITIONS AND RESTRICTIONS ON STOCK.** Upon written request and 15 days notice from the Company, stock certificates shall be surrendered to the Company for re-issuance to the member with any reasonable condition(s) or restriction(s) written thereon.
- f. **LOST, STOLEN, OR DESTROYED CERTIFICATES.** If a member shall claim that a certificate has been lost, stolen, or destroyed, the Governing Board may, at its discretion, direct that a new certificate be issued, upon the making of an affidavit of that fact by the person claiming the old certificate was lost, stolen, destroyed and upon the deposit of a bond or other indemnity or indemnification of the Company in such form and amount and with such sureties, if any, as the Board may require.
- g. **MEMBER OF RECORD.** The Company shall be entitled to treat the holder of record of any share according to the stock transfer books of the Company as the holder in fact thereof, and shall not be bound to recognize any equitable claim or other claim to, or interest in, such share on the part of any other person whether or not the Company shall have express or other notice thereof, except as expressly provided by the laws of this State.

ARTICLE VII - MEMBERS

- a. **ANNUAL MEETINGS.** The Annual Meeting of the members of the Company shall be held in April of each year, or at such other date and time as the Governing Board may fix by resolution, with 15 to 30 days advance written notice of the date, time, and place of said meeting. Annual meetings shall be at a place fixed by resolution of the Governing Board. Failure to hold annual meetings as appointed herein shall not impair in any way any of the Company's corporate rights or affect in any way the validity of any corporate action, and any such missed meeting may be held thereafter with 15 to 30 days advance written notice of the date, time, and place of said meeting.
- b. **SPECIAL MEETINGS.** Special Meetings of the members of the Company may be held as necessary when properly called and upon reasonable notice under the circumstances of the date, time, and place of such meetings. Special meetings shall be held at a place fixed by resolution of the Governing Board.
- c. **CALLING SPECIAL MEETINGS.** Special meetings shall be called by written request by the President, by a majority of all trustees, or by the owners of at least 25% of the issued and outstanding stock of the Company. The written request required herein shall be given to the President and shall specify the purpose(s) and a date, time, and place for the meeting that is reasonable under the circumstances.

- d. **NOTICE.** The Secretary shall provide notice by mail or email to all members of record as of the date that any notice is mailed to the members of the Company. The Notice shall specify the date, time, and place for the meeting, and if it is a special meeting, the general purpose(s) for which it is being called.
- e. **MAILING NOTICE.** The mailing of all required notices under the Articles of Incorporation and these Bylaws shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the Company's stock transfer books, and with postage provided thereon. The emailing of all required notices under the Articles of Incorporation and these Bylaws shall be deemed to be delivered when sent to the email address as it appears on the Company's stock transfer books.
- f. **WAIVER OF NOTICE.** Whenever any notice is required to be given, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a member at any meeting shall constitute waiver of notice of such meeting except where such member attends a meeting for the express purpose of objecting to the transacting of any business at that meeting because the meeting is not lawfully called or convened, and where said purpose is duly announced on the record of the meeting.
- g. **VOTING LIST AND MEMBER OF RECORD DATE.** For voting purposes, the member of record date shall be ten (10) days prior to any member meeting. The Secretary shall close and bring current the stock transfer books as of such date. The stock transfer books shall be subject to inspection by any member during usual business hours for ten days preceding the meeting and shall also be subject to the inspection of any member during the whole time of the meeting. The stock transfer books shall be prima facie evidence as to the list of members who are entitled to vote at the meeting. When a determination of members entitled to vote at any meeting of members has been made as provided in this section, such determination shall apply to any adjournment thereof. If, under emergency conditions, the stock transfer books cannot be closed for ten (10) days prior to the meeting, the record date shall be fixed for the determination of members entitled to vote at such a meeting of members as the date on which notice of the meeting is mailed.

For the purpose of determining members entitled to receive notice of any meeting of members, or in order to make a determination of members for any other proper purpose, the Company's members as they are then listed on the stock transfer books shall be the members of record and said books shall be closed for that event and the record date for that event shall be the date on which said books were closed.

- h. **VOTING.** Each member is entitled to one (1) vote for each share of stock issued and outstanding in the name of such member on the books of the Company on the date of record. Cumulative voting shall not be allowed.

- i. **PROXY.** Votes may be cast in person or by written, authorized proxy. Each proxy must be executed in writing by the member or the member's duly authorized attorney. The proxies shall be filed with the Secretary of the Company before or at the time of the meeting. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless its duration shall have been specified therein. Every proxy shall be revocable at the discretion of the person executing it or of his or her personal representative(s) or assign(s).

- j. **VOTING BY CERTAIN TYPES OF MEMBERS.** Special voting rules and procedures apply to certain types members as follows:
 - i. **CORPORATE MEMBERS.** Shares held in the name of a corporation may be voted by such officer, agent, or proxy as the bylaws of such corporation may prescribe, or, in the absence of such provision, as the Governing Board of such corporation may determine.
 - ii. **REPRESENTATIVE MEMBERS.** Shares held by a personal representative, administrator, executor, guardian, or conservator may be voted either in person or by proxy without a transfer of such shares into his or her name. Shares held in the name of a trustee may be voted by the trustee either in person or by proxy, but no trustee shall be entitled to vote shares held by the trustee without a transfer of such shares into that trustee's name.
 - iii. **MEMBERS IN RECEIVERSHIP.** Shares held in the name of a receiver may be voted by that receiver, and shares held by or under the control of a receiver may be voted by that receiver without the transfer thereof into the receiver's name if authority so to do be contained in an appropriate Order of the Court by which that receiver was appointed.
 - iv. **MEMBERS OF PLEDGED SHARES.** A member whose shares are pledged shall be entitled to vote those shares until the shares have been transferred into the name of the pledgee and, thereafter, the pledgee shall be entitled to vote the shares so transferred.
 - v. **TREASURY SHARES.** Shares of stock in this Company belonging to this Company or held by it in a fiduciary capacity shall not be voted, directly or indirectly, at any meeting, and shall not be counted in determining the total number of outstanding shares at any given time.

- k. **QUORUM.** The members present in person or by proxy at any duly called meeting of the members shall constitute a quorum and, except as otherwise provided for herein or in the Articles of Incorporation, a majority vote of such quorum shall be a majority vote of the members and shall be the action of the members on that matter, to the maximum extent allowed by law.

- I. PRESUMPTION OF ASSENT.** A member who is present at a meeting of the members at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless that member's dissent is entered in the minutes of the meeting or unless he or she shall file written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent, by registered or certified mail, to the Secretary of the Company immediately after the adjournment of the meeting. Such right to dissent shall not apply to a member who voted in favor of such action.

- m. ORDER OF BUSINESS.** The order of business at all annual meetings of the members, and at all special meeting as applicable, shall be as follows:
 - 1. Roll Call.
 - 2. Reading of the notice of the meeting.
 - 3. Reading of the minutes of the preceding meeting and approval thereof.
 - 4. Secretary's report on the number of shares of stock present in person or by proxy.
 - 5. President's Business Report.
 - 6. Presentation of the Annual Report on Financial Condition of the Company.
 - 7. Unfinished business.
 - 8. New Business.
 - 9. Elections.

ARTICLE VIII - GOVERNING BOARD OF TRUSTEES

- a. APPOINTMENT OF TRUSTEES.** The Governing Board shall consist of four trustees elected by the Company's members. Elections for trusteeships shall be held at the annual meetings of the Company. The person receiving the highest number of votes for each position open shall be elected thereto. If there shall be a failure to elect the necessary trustee(s) at the annual meeting, the Governing Board or President shall call and give notice of a special meeting of the members for the purpose of electing the necessary trustee(s).

- b. CURRENT TRUSTEES.** The trustees in office at the time these Bylaws are enacted are as follows:
 - Kathleen Pace (term ends in 2011)
 - Ralph Burke (term ends in 2012)
 - William Dick Stoner (term ends in 2013)
 - Jo Garver (term ends in 2014)

- c. TENURE AND QUALIFICATIONS OF TRUSTEES.** Each trustee shall hold office for a term of four years and thereafter until a successor shall have been duly elected and qualified. A trustee must be a natural person who is eighteen (18) years of age or older. The qualifications for a trustee include ownership of at least one share of Company stock as shown on the books of the Company.

- d. **POWERS AND DUTIES OF TRUSTEES.** The Governing Board shall have the control and general management of the affairs and business of the Company. The trustees shall in all cases act as a regularly convened Governing Board and may adopt such rules and regulations for the conduct of meetings and the management of the Company as may be deemed proper, so long as they are not inconsistent with these Bylaws, the Company's Articles of Incorporation, and the laws of the State of Utah.
- e. **RESIGNATION OF TRUSTEES.** A trustee may resign at any time by giving written notice to the Governing Board. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Governing Board, regardless of whether or not it is accepted by the Governing Board.
- f. **REMOVAL OF TRUSTEES.** Any or all of the trustees may be removed **for cause** by a majority vote of the members at a duly called meeting of the members where a quorum is present. A trustee may be removed **without cause** only by a majority vote of all members at a duly called meeting of the members.
- g. **VACANCIES.** A vacancy caused by the resignation, removal, or death of a trustee shall be filled by a trustee appointed and approved by a majority vote of the Governing Board at a duly called Board meeting. The trustee so elected shall hold office for the unexpired term of his or her predecessor.
- h. **HANDLING OF FINANCIAL MATTERS.** No contract, loan, or other such obligation shall be executed in the name of, or on behalf of, the Company by any officer or agent of the Company unless specifically authorized to do so by a resolution of the Governing Board, which authorization may be general or limited to specific conditions or circumstances. All contracts, loans, checks, notes, evidences of indebtedness, and other such documents shall be signed by the officers as specified in these Bylaws or by such persons as the Governing Board may from time to time designate in such manner as shall be determined by the Board. All funds of the Company not otherwise employed shall be regularly deposited to the credit of the Company in such financial institution(s) as the Governing Board shall designate.
- i. **VOTING.** At all meetings of the Governing Board, each trustee is to have one (1) vote. The act of a majority of the trustees present at a meeting at which a quorum is present shall be the act of the Governing Board.
- j. **QUORUM.** A majority of the trustees on the Governing Board shall constitute a quorum of the Board. If a quorum shall not be present at any meeting of the Governing Board, those present may adjourn the meeting, from time to time, until a quorum shall be present.
- k. **REGULAR BOARD MEETINGS.** A regular meeting of the Governing Board may be held without any notice, other than that given by this Bylaw, immediately following and

at the same location as the annual meeting of the members. The trustees may provide by resolution, the date, time, and place for additional regular meetings without any notice other than that given by such a resolution.

- l. SPECIAL BOARD MEETINGS.** Special meetings of the Governing Board may be called by the President or by the written request of any two trustees given to the President. The President shall fix a date, time, and place for the meeting that is reasonable under the circumstances.
- m. NOTICE OF BOARD MEETINGS.** Meetings of the Governing Board, regular or special, may be held upon such notice as the Board may prescribe by resolution. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Governing Board need be specified in the notice or waiver of notice of such meeting.
- n. WAIVER OF NOTICE.** Whenever any notice is required to be given, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a trustee at any meeting shall constitute waiver of notice of such meeting, except where such trustee attends a meeting for the express purpose of objecting to the transacting of any business at that meeting because the meeting is not lawfully called or convened.
- o. PRESUMPTION OF ASSENT.** A trustee who is present at a meeting of the Governing Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless that trustee's dissent is entered in the minutes of the meeting or unless he or she shall file written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent, by registered or certified mail, to the Secretary of the Company immediately after the adjournment of the meeting. Such right to dissent shall not apply to a trustee who voted in favor of such action. If a vote by the Governing Board is not unanimous, the individual votes of the trustees shall be recorded in the minutes of the meeting.

ARTICLE IX - OFFICERS

- a. ELECTION OF OFFICERS.** The Governing Board shall appoint a President, a Vice President, a Secretary, and a Treasurer. Each officer must be a trustee. The President shall act as the Chairperson of the Governing Board. The Secretary and the Treasurer may be the same person if so designated by the Governing Board, but cannot be the same person as the President. The Governing Board may also require the Secretary, the Treasurer, or any other officer or employee of the Company to give to the Company such security or bond for the faithful discharge of his or her duties as the Board may direct.
- b. DUTIES OF OFFICERS.** The duties and powers of the Officers of the Company shall be as follows:

- i. **PRESIDENT.** The President shall be the principal executive officer of the Company and, subject to the direction of the Governing Board, shall supervise and control all of the business and affairs of the Company. The President shall preside at all meetings of the members and of the Governing Board. The President shall: present a report of the condition of the business of the Company at each annual meeting of the members and trustees; cause to be called regular and special meetings of the members and trustees in accordance with these Bylaws and the Company's Articles of Incorporation; appoint and remove, employ and discharge, and fix the compensation of all employees and agents of the Company other than the duly appointed officers, subject to the approval of the Governing Board; sign and make all contracts and agreements in the name of the Company, subject to the approval of the Governing Board; see that the books, reports, statements, and certificates required by the statutes are properly kept, made, and filed according to law; sign all certificates of stock, notes, drafts, or bills of exchange, warrants, or other orders for the payment of money duly drawn by the Secretary and/or Treasurer; and enforce these Bylaws and perform all the duties incident to the position and office and which are required by law.
- ii. **VICE PRESIDENT.** During the absence or inability of the President to render and perform the President's duties or exercise the President's powers, as set forth in these Bylaws or in the statutes under which the Company is organized, the same shall be performed and exercised by the Vice President and, when so acting, the Vice President shall have all the powers and be subject to all the responsibilities hereby given to or imposed upon such President. The Vice President shall also perform such other duties as are from time to time assigned by the President or the Governing Board.
- iii. **SECRETARY.** The Secretary shall see that accurate minutes are kept of the meetings of the Governing Board and of the members in appropriate books; shall give and serve all notices of the Company; and shall be custodian of the records and of the corporate seal and affix the latter when required. In addition, the Secretary shall keep the records of the names, mailing addresses, and email addresses of each member and such other information as is appropriate; and keep Company records open during the business hours of the office of the Company, subject to the inspection rights of members of the Company, as permitted by law and these Bylaws. The Secretary shall also present to the Governing Board at their meetings all communications addressed to the Secretary officially, by the President, or any officer or member of the Company; and shall attend to all correspondence and perform all duties incident to the office of Secretary. The Secretary shall also perform such other duties as are from time to time assigned by the President or the Governing Board. The Company may contract for commercial/professional services to assist the Secretary in any of these duties.
- iv. **TREASURER.** The Treasurer shall be responsible for: (1) the care and custody of all the funds and securities of the Company; (2) the deposit of all such funds in

the name of the Company in such bank or banks, trust company or trust companies, or safe deposit vaults as the Governing Board may designate; (3) exhibiting at all reasonable times the Company's books and accounts to any trustee or member of the Company, as permitted by law and these Bylaws, at the office of the Company during business hours; (4) rendering a statement of the conditions of the finances of the Company at each regular meeting of the Governing Board and at such other times as shall be required, as well as a full financial report at the annual meeting of the members; (5) keeping, at the office of the Company, correct books of account of all its business and transactions and such other books of account as the Governing Board may require; and (6) doing and performing all duties appertaining to the office of Treasurer. The Treasurer shall also perform such other duties as are from time to time assigned by the President or the Governing Board. The Company may contract for commercial/professional services to assist the Treasurer in any of these duties.

- c. **RESIGNATION OF OFFICERS.** An Officer may resign at any time by giving written notice to the Secretary, or to the President in the case of the Secretary. Unless otherwise specified in the notice, the resignation shall take effect upon receipt of said notice, regardless of whether or not it is accepted by the Company.
- d. **REMOVAL OF OFFICERS.** Any or all of the Officers may be removed by a majority vote of the Governing Board, with or without cause, whenever the Board determines it is in the best interests of the Company. The removal of an Officer shall not prejudice any contract rights of the removed Officer. However, election or appointment as an Officer, of itself, shall not create any contract rights.
- e. **VACANCIES.** A vacancy caused by the resignation, removal, or death of an Officer shall be filled by a majority vote of the Governing Board.

ARTICLE X - COMPENSATION

- a. **COMPENSATION OF TRUSTEES.** Trustees shall not be compensated for or paid their expenses of attendance at each meeting of the Governing Board.
- b. **COMPENSATION OF OFFICERS.** Officers shall not be compensated for their services.
- c. **COMPENSATION OF EMPLOYEES.** By resolution of the Governing Board, the Company may hire employees and/or contract with independent contractors and may authorize the payment of appropriate compensation to the same.

ARTICLE XI - SERVICE AREA

The Governing Board shall establish, and may from time to time change, enlarge, or reduce, the territory that is to be serviced by the Company, i.e., the Company's service area. No reduction of service territory shall be made which would cause the discontinuance of service to a customer presently being served without the approval of said customer, if said customer is current on its accounts with the Company.

ARTICLE XII - WATER DELIVERY

Deliveries of water to Company customers shall be on such terms and conditions as the Governing Board may from time to time establish, except in limited circumstances evidenced by special written agreements approved by the Governing Board. It is the responsibility of the members to provide or arrange for the conveyance of water from the Company owned and operated facilities to their respective places of use.

ARTICLE XIII - USE OF WATER

The Company's water right allows the Company and its shareholders to use water only for indoor, household use. Irrigation, stockwatering, commercial, or other use of the water is not permitted by the Company.

ARTICLE XIV - EXPANSION OF WATER SYSTEM

The issuance of new stock to provide additional water service can only occur if the following requirements are met: (1) the Governing Board must determine that there is sufficient capacity in the system to provide the requested additional service; (2) the Governing Board must determine that the provision of the requested additional service will not be detrimental to the interests of the Company and/or its members as a group; (3) title to sufficient water rights to cover the requested additional service, with approved points of diversion and places of use that are consistent with the Company's system and service area, must be conveyed to the Company; and (4) a fee representing a proportionate share of the value of the existing facilities must be paid to the Company. Upon compliance with these requirements and upon resolution of the Governing Board approving the same, the appropriate number of new shares of stock of the appropriate class shall be issued. The appropriate number of new shares shall be determined in a manner that maintains the right to the same quantity of water per share that existed before the issuance of the new shares and the addition of the new water rights. The new members must bear the cost of any additions or changes to the Company's facilities needed to provide the additional service.

ARTICLE XV - CHANGE APPLICATIONS

- a. **APPLICATIONS.** Any member proposing to change the point of diversion, the place of use, the period of use, and/or the nature of use complete and submit a "Shareholder Request for Change" form to the Secretary of the Company and pay a \$100 Change Fee. The form will be reviewed and approved or denied by the Governing Board at a duly called Board Meeting. In considering any change request, the trustees shall consider all relevant facts, circumstances, and impacts, and shall impose any and all reasonable conditions necessary to protect the Company and its members, including but not limited to, a specific condition that the member requesting the change bear all losses and expenses caused by the change through evaporation, percolation, or other shrinkage, and such other anticipated losses as the trustees shall reasonably determine. The Company may adopt a more detailed Change Application Policy detailing this procedure. If the application is approved, the member shall execute the Company's Change Application Approval Agreement, with such special conditions and requirements as the Governing Board may impose. After the Board has made its initial decision, the member requesting the change, any shareholder affected by the decision, or any trustee may, by written request to the Secretary, ask that the initial decision be reconsidered at another duly noticed and called meeting. The decision of the Governing Board upon reconsideration shall be final on the issue.

- b. **APPLICATIONS TO THE STATE ENGINEER.** If a change request approved by the Governing Board requires the filing of a change application with the State Engineer's Office, the change application shall be filed in the name of both the member requesting the change and the Company, and shall be prosecuted by the Company, unless it is determined in the sole discretion of the Governing Board that it is in the best interest of the Company for the member to prosecute the change application. In either event, the member requesting the change paying all associated costs and providing all of the necessary information and evidence. However, the Company shall not be obligated to pursue any requests for reconsideration or appeals. If the member pursues a request for reconsideration or an appeal, it shall do so at its own cost and shall pay all costs incurred by the Company's involvement therein.

ARTICLE XVI - ASSESSMENTS

- a. **ASSESSMENTS.** The stock of this Company may be assessed in such amounts and at such times and in such manner and for such uses and purposes pertaining to Company business, including the operation and maintenance of the water system, as the Governing Board may from time to time determine. The Governing Board shall issue an order levying the assessment, which shall specify the amount of the levy on each share; specify when, to whom, and where the assessment is payable; and identify the day on which an unpaid assessment becomes delinquent, which shall be at least thirty days after notice of assessment is given.

- b. **NOTICE OF ASSESSMENT.** The notice of assessment may be given either personally to each member and/or by mail addressed to the address of record for each member. It is the express duty of each member to timely notify the Company of any address changes. No other means of providing notice is required. The notice of assessment should be substantially similar to the form attached as Exhibit A.
- c. **NOTICE OF DELINQUENCY.** If any portion of the assessment mentioned in the notice of assessment remains unpaid on the day specified therein, the stock shall be declared to be delinquent as of that day, and a \$25.00 delinquency fee shall be added to the assessment. A notice of delinquency shall be given personally and/or by mail addressed to the address of record for the delinquent member. The notice of delinquency shall specify the amount owed; specify when, to whom, and where the amount is payable; and identify the day on which the delinquent shareholder shall be declared in default and a lien will be filed on the delinquent shareholder's property, which shall be at least thirty days after notice of delinquency is given. The notice of delinquency should be substantially similar to the form attached as Exhibit B.
- d. **NOTICE OF FILING OF LIEN.** If any portion of the assessment and/or delinquency fee remains unpaid on the date specified in the notice of delinquency, the shareholder shall be declared to be in default and interest shall begin to accrue at the rate of 18% per annum. Additionally, as provided in the Articles of Incorporation, the Company shall have the power to file a lien on the property served under the stock. The lien shall be recorded with the Summit County Recorder's Office, and a notice of filing of lien shall be given personally and/or by mail addressed to the address of record for the member in default. The notice of lien should be substantially similar to the form attached as Exhibit C. The lien shall not be released by the Company unless and until the Company receives full payment of the assessment, delinquency fee, and any accrued interest.
- e. **OTHER ENFORCEMENT OF ASSESSMENT.** In addition to the Company's power to lien, as provided in the Articles of Incorporation and these Bylaws, the Company has the right to enforce payment of a delinquent assessment in any manner provided by law, including but not limited to (1) imposition of a late charge, penalty, or interest; (2) suspension of one or more benefits of share ownership, including the right to vote, to transfer shares, or to delivery of water; or (3) sale at public auction of the shares on which payment is delinquent. If the Governing Board elects to sell shares at a public auction, the Board shall follow the procedures required by Utah Code Annotated sections 16-4-302 to -312, as may be amended. In an enforcement action, the Company may recover the delinquent assessment, any late charge, penalty, or accrued interest, and all costs of collection, including attorney fees.
- f. **EXTENSION OF TIME SPECIFIED IN NOTICES.** The dates set forth in any notice of assessment, notice of delinquency, or notice of lien served or published according to the provisions hereof may be extended from time to time by motion and order of the Governing Board entered on the records of the Company for any period or periods aggregating not more than six months, but no order extending the time for the

performance of any act specified in any notice shall be effective unless a new notice is timely served or published reflecting the extension in the same manner as the original notice.

- g. ERRORS OR OMISSIONS IN PROCEEDINGS.** No assessment is invalidated by a failure to give the notices provided for herein, nor by the nonperformance of any act required in order to enforce payment of the same, but in case of any substantial error or omission in the course of proceedings for collection, the defective proceedings, except the levying of the assessment, are void and notice must be begun anew for that proceeding and all subsequent proceedings.
- h. AFFIDAVIT OF NOTICE PROVIDED.** Affidavits made by the Secretary of personal service or of the mailing of notices shall be prima facie evidence thereof. The affidavits shall be filed in the office of the Company and copies of the same certified by the Secretary thereof shall be prima facie evidence of the facts stated therein.

ARTICLE XVII - INDEMNIFICATION

Any person made a party to or involved in any civil, criminal, or administrative action by reason of the fact that this person or his or her testator or intestate is or was a trustee, officer, or employee of the Company, or of any other company where such service was at the request of the Company, shall be indemnified by the Company against expenses reasonably incurred by him or her or imposed on him or her in connection with or resulting from the defense of such action and in connection with or resulting from any appeal thereon, except with respect to matters as to which it is adjudged in such action that such officer, trustee, or employee was liable to the Company, or to such other corporation, for negligence or misconduct in the performance of his or her duty. As used herein, the term "expense" shall include all obligations incurred by such person for the payment of money, including without limitation attorney fees, judgments, awards, fines, penalties, and amounts paid in satisfaction of judgment or in settlement of any such action, except amounts paid to the Company or such other corporation by him or her.

A judgment or conviction whether based on plea of guilty or *nolo contendere* or its equivalent, or after trial, shall not of itself be deemed an adjudication that such trustee, officer, or employee is liable to the Company, or such other corporation, for negligence or misconduct in the performance of his or her duties. Determination of the rights of such indemnification and the amount thereof may be made at the option of the person to be indemnified pursuant to procedure set forth, from time to time, in the Bylaws, or by any of the following procedures: (a) order of the court or administrative body or agency having jurisdiction of the action; (b) resolution adopted by a majority of the quorum of the Governing Board without counting in such majority any trustees who have incurred expenses in connection with such action; (c) if there is no quorum of trustees who have not incurred expense in connection with such action, then by resolution adopted by a majority of the committee of members and trustees who have not incurred such expenses appointed by the Governing Board; (d) resolution adopted by a majority of the quorum of the trustees entitled to vote at any meeting; or (e) order of any court having

jurisdiction over the Company. Any such determination that a payment by way of indemnity should be made will be binding upon the Company. Such right of indemnification shall not be exclusive of any other right which such trustees, officers, and employees of the Company and the other persons above mentioned may have or hereafter acquire, and without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any Bylaw, Agreement, vote of members, provision of law, or otherwise in addition to their rights under this Article. The provisions of this Article shall apply to any member of any committee appointed by the Governing Board as fully as though each person had been a trustee, officer, or employee of the Company.

ARTICLE XVIII - INSURANCE

The Company may maintain reasonable amounts of errors and omissions liability insurance on the officers, trustees, and employees of the Company. The Company may also maintain a reasonable amount of property and casualty insurance as well as general liability insurance on its real property, vehicles or other personal property, and all water distribution facilities.

ARTICLE XIX - ANNUAL BUDGET AND FINANCIAL REPORT

The President and the Governing Board shall prepare an annual budget prior to, or at the beginning of, each fiscal year. The President and the Governing Board shall also prepare, or cause to be prepared by a qualified accountant, an annual report on the financial condition of the Company at the end of each fiscal year. The President or his designee shall present this report to the members at the annual meeting. Any member, at its own expense, may cause an independent audit of the financial records of the Company.

ARTICLE XX - CORPORATE RECORDS

Only voting members of the Company are entitled to inspect and/or receive copies of Company records. Any member who wishes to inspect and/or receive copies of Company records shall complete and deliver to the Company's Secretary a "Demand to Inspect and/or Receive Copies of Company Records" form. The form must be completed and delivered to the Company's Secretary at least five business days before the date on which the member wishes to inspect and/or copy the Company records. The Company shall permit members to inspect and/or receive copies of Company records as permitted under Utah Code Annotated sections 16-6a-1601 to -1606. The member requesting to inspect and/or receive copies of Company records shall be responsible for and pay all copy expenses and other expenses associated with the inspection or copying. Expenses may include, but are not limited to, a reasonable hourly charge for retrieving and/or copying records.

ARTICLE XXI - DISSOLUTION

The Company may be dissolved only as provided in the Utah Nonprofit Corporation Act, Title 16, Chapter 6a of the Utah Code, as may be amended or replaced.

ARTICLE XXII - AMENDMENTS TO THE BYLAWS

These bylaws may be amended as set forth in Article 9 of the Company's Articles of Incorporation.

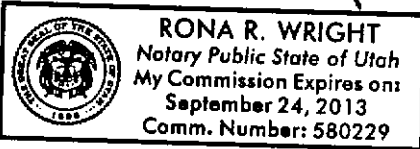
ARTICLE XXIII - SEVERABILITY CLAUSE

If any provision of these Bylaws, or the application of any provision to any person or circumstance, is held invalid, the remainder of the Bylaws shall be given effect without the invalid provision or application.

DULY ADOPTED by a majority vote of the members at a meeting held this 9 day of April, 2013

Cottonwood Water Pipeline Company, Inc.

By: William Dick Stoner
William Dick Stoner, President

Rona R Wright


Attested by:

Kathleen Pace
Kathleen Pace, Secretary

CERTIFICATE OF SECRETARY

I do hereby certify:

1. That I am the duly appointed and acting Secretary of Cottonwood Water Pipeline Company, Inc., a Utah nonprofit corporation; and

2. That the foregoing Bylaws, comprised of eighteen umbered pages (excluding the cover page and the table of contents pages but including this page), constitute the Bylaws of this Company, as duly adopted by its members at a meeting duly noticed and held on the 9 day of April, 2012.



Kathleen Pace, Secretary

Parcel: NS-113-1

Date Printed: 04/11/2012

Entry: 00307204 B: 519 P: 133

Account: 0077929

Sec/Twn/Range: S 4 T 1N R 5E

Acres: 0.79

District: 46

Mail To: PEREZ JOAQUIN V H/W (JT)

1489 RICHARDS AVE
SAN JOSE, CA 95125-4462

Situs Address: 1455 S HOYTSVILLE RD

BEG W 1697.97 FT & S 2954.23 FT FROM NECOR SEC 4 T1NR5E SLBM RUN TH S 2*32' W 87.46 FT; N 83*37' E 87.69 FT; N 63*48' E 52.78 FT; N 76*16' E 250.80 FT; N 2*17' E 81.55 FT; S 80*05'30" W 130.20 FT; S 75*30' W 257.40 FT TO BEG CONT 0.775 AC ALSO BEG AT A PT WH IS S 2954.23 FT & W 1697.97 FT & S 02*32' W 87.46 FT FROM THE NE COR OF SEC 4 T1NR5E SLBM & RUN TH N 83*37' E 87.69 FT; TH N 63*48' E 51.34 FT; TH S 09*28'57" E 15.08 FT; TH S 77*13'03" W 31.80 FT; TH S 84*16'08" W 105.21 FT TO PT OF BEG CONT 0.011 AC TOTAL .79 AC M70-193 519-133 1362-1407 1485-1423 1613-1735

Owner(s): PEREZ JOAQUIN V H/W (JT)
Owner(s): PEREZ ELISSA NOEL H/W (JT)

Parcel: NS-113

Date Printed: 04/11/2012

Entry: 00296626 B: 492 P: 216

Account: 0077887

Sec/Twn/Range: S 4 T 1N R 5E

Acres: 2.53

District: 46

Mail To: ERICKSON STEVE EDWARD

1459 S HOYTSVILLE RD
COALVILLE, UT 84017-9745

Situs Address: 1459 S HOYTSVILLE RD

BEG W 1697.97 FT & S 2954.23 FT & S 2*32' W 87.46 FT FR NE COR SEC 4T1NR5E SLBM RUN TH N 83*37'E 87.69 FT; N 63*48' E 52.78 FT N 76*16' E 250.80 FT S 1*40' W 241.65 FT; S 66*24' W 163.05 FT S 75*38' W 61.43 FT S 76*52' W 141.19 FT S 78*20' W 28.16 FT N 0*38' E 267.13 FT TO BEG CNT 2.54 AC (REMAINING PARCEL M159-435 M36-31 M222-12-15 M268-533 492-216 STEVEN EDWARD & JENNIFER YATES ERICKSON (JOINT TENANTS) 519-133 LESS 0.011 AC (NS-113-1 PARCEL B)

Owner(s): ERICKSON STEVE EDWARD
Owner(s): ERICKSON JENNIFER YATES

Parcel: NS-111-A-1

Date Printed: 04/11/2012

Entry: 00383290 B: 738 P: 800

Account: 0217509

Sec/Twn/Range: S 4 T 1N R 5E

Acres: 0.39

District: 46

Mail To: HAMILTON THOMAS E

1460 S HOYTSVILLE RD
COALVILLE, UT 84017

Situs Address: 1460 S HOYTSVILLE RD

BEG AT A PT ON THE W BOUNDARY LINE OF US HWY 189 & THE N BOUNDARY LINE OF THE NEIL R & JENECE LEMON PROPERTY AS DESC BY WD-M208-756 SD PT LYING APPROX S 89*23' W 439 FT & S 7*35' W 587.41 FT & S 81*24' E 528.75 FT & N 87*53'30" E 806.08 FT FROM THE CENTER SEC 4 T1NR5E SLBM & RUN TH N 1*23' E ALONG W BOUNDARY LINE OF SD HWY 163.5 FT; TH N 89*10'03" W 100.01 FT; TH S 1*23' W 168.64 FT M/L TO THE N BOUNDARY LINE OF THE HEREIN ABOVE DESC LEMON PROPERTY; TH APPROX N 87*53'30" E ALONG SD BOUNDARY LINE OF LEMON PROPERTY 100.19 FT M/L TO PT OF BEG CONT 0.39 AC M215-422 M239-444-6 552-203-207 571-38 590-527 738-809 832-429 1198-203 1496-1392 (1517-183) 1519-1762 1900-1200
Owner(s): HAMILTON THOMAS E

Parcel: NS-106-B

Date Printed: 04/11/2012

Entry: 00855560 B: 1950 P: 0647

Account: 0077002

Sec/Twn/Range: S 4 T 1N R 5E

Acres: 0.39

District: 46

Mail To: PACE ROSS G H/W (JT)

1480 S HOYTSTVILLE RD
COALVILLE, UT 84017

Situs Address: 1480 S HOYTSTVILLE Rd

BEG AT A PT WH IS N 1729.41 FT & E 795.11 FT FROM THE S1/4 COR OF SEC 4 T1NR5E SLBM (SD PT BEING ON THE W'LY LINE OF HOYTSTVILLE RD & THE C/L OF AN EXISTING LANE) & RUN TH N 83°59'04" W 128.57 FT ALONG SD LANE; TH N 72°46'00" W 8.89 FT ALONG SD LANE; TH N 04°54'33" E 121.90 FT; TH S 83°49'01" E 14.86 FT; TH N 08°52'58" E 6.68 FT; TH S 83°43'36" E 23.70 FT; TH S 75°41'14" E 28.25 FT; TH S 62°48'20" E 83.34 FT TO THE W'LY LINE OF HOYTSTVILLE RD; TH S 08°38'47" W 19.12 FT ALONG SD RD LINE; TH S 09°01'23" W 76.96 FT ALONG SD RD LINE TO THE PT OF BEG CONT 0.39 AC M155-265 280-715 296-384 (REF:733-225-532) 733-280 1160-522-512 1447-901 (REF:1949-971-972) 1950-648 1951-753
ROSS G & RAMONA J PACE H/W (JT) 1447-901; ROSS G & RAMONA J PACE T/C 1950-648 & 1951-753; AS THEIR INTERESTS MAY APPEAR

Owner(s): PACE ROSS G H/W (JT)
Owner(s): PACE RAMONA J H/W (JT)
Owner(s): PACE ROSS G T/C
Owner(s): PACE RAMONA J T/C

Parcel: NS-106-A

Date Printed: 04/11/2012

Entry: 00872867 B: 1982 P: 1964

Account: 0076996

Sec/Twn/Range: S 4 T 1N R 5E

Acres: 0.71

District: 46

Mail To: GARVER MICHAEL R TRUSTEE

1470 S HOYTSTVILLE RD
COALVILLE, UT 84017-9745

Situs Address: 1470 S HOYTSTVILLE Rd

PARCEL 1: BEG AT A PT WH IS N 1824.32 FT & E 810.05 FT FROM THE S1/4 COR OF SEC 4 T1NR5E SLBM (SD PT BEING ON THE W'LY LINE OF HOYTSTVILLE RD) & RUN TH N 62°48'20" W 83.34 FT; TH N 75°41'14" W 28.25 FT; TH N 83°43'36" W 23.70 FT; TH S 08°52'58" W 6.68 FT; TH N 83°49'01" W 14.86 FT; TH N 86°49'05" W 12.93 FT; TH N 05°00'00" E 16.20 FT; TH N 84°52'22" W 42.39 FT TO AN EXISTING FENCE LINE; TH N 05°35'48" E 119.32 FT ALONG A FENCE LINE TO AN EXISTING FENCE LINE; TH N 89°45'15" E 68.79 FT ALONG AN EXISTING FENCE LINE; TH N 74°21'47" E 37.96 FT TO AN EXISTING REBAR; TH N 88°54'54" E 101.65 FT TO AN EXISTING REBAR ON THE W'LY LINE OF HOYTSTVILLE RD; TH S 06°38'18" W 84.49 FT ALONG SD RD LINE; TH S 06°33'06" W 69.16 FT ALONG SD RD LINE; TH S 08°38'47" W 42.35 FT ALONG SD RD LINE TO THE PT OF BEG CONT 0.71 AC M69-58 M163-594-98-600 M208-756-759 1002-491-493 1623-670 1919-1944 1950-651

MICHAEL R GARVER & JOSEPHINE O GARVER AS TRUSTEES OF THE MICHAEL R GARVER & JOSEPHINE O GARVER FAMILY TRUST 1919-1944 & 1950-651;

Owner(s): GARVER MICHAEL R TRUSTEE
Owner(s): GARVER JOSEPHINE O TRUSTEE

Parcel: NS-103

Date Printed: 04/11/2012

Entry: 00910611

B: 2056 P: 0409

Account: 0076723

Sec/Twn/Range: S 4 T 1N R 5E

Acres: 79.07

District: 46

Mail To: STONER WILLIAM R H/W (JT)

175 COTTONWOOD LN
COALVILLE, UT 84017

Situs Address: 200 COTTONWOOD LN

BEG 18.03 CHS S 0°20' W OF NE COR SEC 4T1NR5E SLBM; TH S 0°20' W 61.52 CHS; N 89°53' W 20 CHS; N 0°20' E 68.41 CHS; S71°03' E 21.15 CHS TO BEG CONT 129.93 AC(LESS 39.07 AC UWD-356 NS-103-A &NS-103-B)

TOGETHER WITH R/W BEG N 1680.48 FT & E 794.35 FT & N 10°29' E 307.5 FT & N 77° E 50 FT M/L TO E LINE HWY 189 FROM S1/4 COR SEC 4 T1NR5E SLBM RUN TH N 770 E 400 FT M/L TO C/L SE1/4 SEC 4; TH N 88.74 FT; S 75° W 413 FT TO E LINE HWY; TH S ALONG E LINE HWY TO BEG (LESS 9.60 AC M73-10 NS-103-1) (LESS 2.19 AC 1250-435 NS-103-C)BAL 79.07 AC VWD-313 SWD-204 NWD-30 XWD-79 M36-42 M37-402 401-39-41 2056-409-413-417-422

(NOTE: M37-402 & 401-39-41 RECITE ERROR IN PT OF BEG)(SEE QCD-1285-659 DONA PACE TO ALLAN L DAHLE TRUSTEE)(NOTE: SEE QCD-1347-1183 HAZEL M ROBERTSON TO MAX D & JOYCE S ELIASON (JT))

(NOTE: SEE QCD-1403-703 MAX D ELIASON & JOYCE S ELIASON TO ELIASON EIGHT LLC) CLAYTON L CHANDLER & SUSAN CHANDLER SUCCESSOR CO-TRUSTEES OF THE JOSEPH L CHANDLER TRUST UND 1/2 INT & OF THE FLORENCE C CHANDLER TRUST UND 1/2 INT;

Owner(s): STONER WILLIAM R H/W (JT)

Owner(s): STONER GAYE E H/W (JT)

Parcel: NS-102

Date Printed: 04/11/2012

Entry: 00869858

B: 1977 P: 0339

Account: 0076707

Sec/Twn/Range: S 4 T 1N R 5E

Acres: 0.27

District: 46

Mail To: ELTON LAURA A H/W (JT)

1469 S HOYTSTVILLE RD
COALVILLE, UT 84017

Situs Address: 1469 S HOYTSTVILLE RD

BEG 699 FT S & 921 FT E OF CENTER SEC 4 T1NR5E SLBM; TH S 10°30' E 81 FT; N 85°15' E 125 FT; N 4°45' W 103 FT; S 75°0' W 126.90 FT TO BEG CONT 0.27 AC TWD-184 M18-314 830-368 1977-339 (RESERVING A LIFE ESTATE TO PEARL LEONE MCQUEEN)

Owner(s): ELTON LAURA A H/W (JT)

Owner(s): ELTON JEREMY B H/W (JT)

Parcel: NS-106

Date Printed: 04/11/2012

Entry: 00855061

B: 1949 P: 0971

Account: 0076988

Sec/Twn/Range: S 4 T 1N R 5E

Acres: 0.44

District: 46

Mail To: PACE CURTIS H

1484 S HOYTSTVILLE RD
COALVILLE, UT 84017

Situs Address: 1484 S HOYTSTVILLE RD

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BEG AT A PT WH IS N 1557.53 FT & E 766.62 FT FROM THE S1/4 COR OF SEC 4 T1NR5E SLBM (SD PT BEING ON THE W/LY R/W LINE OF HOYTSTVILLE RD) & RUN TH N 85°38'11" W 104.88 FT; TH N 07°08'19" E 176.98 FT TO THE CENTER OF AN EXISTING LANE; TH S 83°59'04" E 111.69 FT ALONG SD LANE TO THE W/LY LINE OF HOYTSTVILLE RD; TH S 09°24'40" W 174.22 FT ALONG SD RD LINE TO THE PT OF BEG CONT 0.44 AC YWD-85 UWD-371 1377-1324 1949-971-972 1950-1020 1951-754-755 (NOTE: THE FOLLOWING DESC CONTAIN ERROR IN PT OF BEG; 1949-971-972 1950-1020; PT OF BEG CORRECTED IN 1951-754-755)

(RESERVING LIFE ESTATE TO REED D PACE & VERA G PACE 1377-1324)

Parcel: NS-103-1-A

Date Printed: 04/11/2012

Entry: 00579553 B: 1347 P: 1183

Account: 0228878

Sec/Twn/Range: S 4 T 1N R 5E

Acres: 5.70

District: 46

Mail To: STONER WILLIAM R & GAYE E

175 COTTONWOOD LN
COALVILLE, UT 84017

Situs Address: 175 COTTONWOOD LN

COMM N 89°44'55" W ALONG THE SEC LINE 1184.44 FT & S 0°20' W 2430.2 FT FROM THE NE COR OF SEC 4 T1NR5E SLBM; TH E 358.26 FT; TH S 31°16' W 80.22 FT; TH S 30°30' E 289.0 FT; TH S 55°48' W 413.0 FT; THS 18°07' E 64.64 FT; TH S 80°31' W 287.55 FT M/L TO AN EXISTING FENCE LINE; TH ALONG SD FENCE LINE N 0°20' E 348.08 FT; TH N 62°10' E 156.5 FT; TH N 0°20'E 237.39 FT TO THE PT OF BEG CONT 5.70 AC TOGETHER WITH AN EASEMENT(NOTE: SEE QCD-1347-1183 HAZEL M ROBERTSON TO MAX D & JOYCE S ELIASON (JT)) (NOTE: SEE QCD-1403-703 MAX D ELIASON & JOYCE S ELIASON TO ELIASON EIGHT LLC)

Owner(s): STONER WILLIAM R & GAYE E

Owner(s): STONER WILLIAM R

Owner(s): STONER GAYE E

Parcel: NS-101

Date Printed: 04/11/2012

Entry: 00412785 B: 830 P: 368

Account: 0076673

Sec/Twn/Range: S 4 T 1N R 5E

Acres: 93.86

District: 46

Mail To: MC QUEEN LLOYD BRENT & JENNIE N (JT)

2049 JULIE LN
TWIN FALLS, ID 83301-8360

Situs Address:

BEG 7.84 RDS N OF SE COR NW1/4NE1/4 SEC4,T1NR5E,SLBM TH N 40.16 RDS; N 84°21'W 86.9 RDS; S 50°0' W 22.4 RDS; S 8°0' W14.4 RDS; S 15°0' W 16RDS; S 5°39' W 16.4 RDS; S 84°21' E 26.88 RDS; N 5°39'E 16.4 RDS; S 84°21' E 86 RDS TO BEG CONT 28.5 ACRES ALSO BEG 20 CH W OF SECOR SEC 4 TH W 12.06 CH N 10°50'E 28.91 CH; N 77°07' E 6.8 CH; S 29.96 CH TO BEG CONT 27.98 ACRES; ALSO BEG 15.29 CH N OF SE COR SW 1/4 NE 1/4 SEC 4,TH N 6.95CH; N 86°27'W 21.5 CH; S 3°33'W 4.10 CH; N 86°27'W 3.8 CH; S3°33'W 2.57 CH S 86°27' E 0.43 CH; S 3°33' W 17.53 CH; E 6.65 CH; N 0.3 CH; N 88°30' E 4.45 CH;N 18°0' E 6.25 CH N 2°0' E 5.16 CH; S 88°30' E 7.25 CH; N 2°0' E 5 CH; S 86°27' E 5.5 CH TO BEG CONT 39.35 ACRES TOTAL 95.83 ACRES(LESS 1.97 AC ST HWY 80.4 JQC-49) (SUBJ TO EASEMENT FOR HWY 5AMI-628)BAL 93.86 ACRES LWD-406 JWD-369 VWD-214 M18-314M129-170-171 830-368

Owner(s): MC QUEEN LLOYD BRENT & JENNIE N (JT)

Owner(s): MC QUEEN LLOYD BRENT (JT)

Owner(s): MC QUEEN JENNIE N (JT)

Parcel: HRDE-2

Date Printed: 04/11/2012

Entry: 00872868 B: 1982 P: 1966

Account: 0472149

Sec/Twn/Range:

Acres: 23.79

District: 46

Mail To: PACE GALE W H/W (JT)

1452 S HOYTSVILLE RD
COALVILLE, UT 84017-9745

Situs Address: 1452 S HOYTSVILLE RD

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LOT 2 HARDY ESTATES SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE
SUMMIT COUNTY RECORDERS OFFICE CONT 23.79 AC

00942988 Page 24 of 25 Summit County

Owner(s): PACE GALE W H/W (JT)

Parcel: NS-107-A-1

Date Printed: 04/11/2012

Entry: 00855562 B: 1950 P: 0650

Account: 0285852

Sec/Twn/Range: S 4 T 1N R 5E

Acres: 0.34

District: 46

Mail To: BURKE BILLIE NEWTON TRUSTEE

3801 S 6400 W
WEST VALLEY CITY, UT 84120

Situs Address:

BEG AT A PT WH IS N 1424.73 FT & E 744.12 FT FROM THE S1/4 COR OF SEC 4 T1N5E SLBM (SD PT BEING ON THE W'LY LINE OF HOYTSTVILLE RD) & RUN TH N 86*14'49" W 112.75 FT; TH N 12*51'01" E 136.83 FT ALONG AN EXISTING FENCE LINE; TH S 85*38'11" E 104.88 FT ALONG AN EXISTING FENCE LINE TO THE W'LY LINE OF HOYTSTVILLE RD; TH S 09*37'01" W 134.70 FT ALONG SD LINE TO THE PT OF BEG CONT 0.34 AC (REF 670-157) 666-797 674-137 (1558-554 & 1560-1386) 1950-650 (1950-655) 1950-1022 (SEE QCD-1950-1024 BILLY BURKE & BRANDON BURKE TO ROSS G PACE & RAMONA J PACE) (SEE QCD-1951-752 KENT A PACE & ROSS G PACE TO BILLY BURKE & BRANDON BURKE)
BILLIE NEWTON BURKE & SHIRLEY ELIZABETH BURKE AS TRUSTEES OF THE BILLIE NEWTON BURKE & SHIRLEY ELIZABETH BURKE FAMILY TRUST 1558-554 & 1560-1386; BILLY N BURKE & SHIRLEY E BURKE TRUSTEES OF THE BILLY NEWTON BURKE & SHIRLEY ELIZABETH BERKE FAMILY TRUST 1950-650; CURTIS H PACE 1950-1022; AS THEIR INTERESTS MAY APPEAR

Owner(s): BURKE BILLIE NEWTON TRUSTEE
Owner(s): BURKE SHIRLEY ELIZABETH TRUSTEE
Owner(s): BURKE BILLY N TRUSTEE
Owner(s): BURKE SHIRLEY E TRUSTEE
Owner(s): PACE CURTIS H