

BYLAWS

OF

LITTLE SOUTH FORK WATER COMPANY

Pursuant to the provisions of the Utah Revised Nonprofit Corporation Act, codified at Utah Code Ann. § 16-6a-101 *et seq.*, (the “Act”), the LITTLE SOUTH FORK WATER COMPANY, a Utah non-profit corporation, hereby adopts the following Bylaws, effective as of July 31, 2021¹.

ARTICLE 1 THE COMPANY

Section 1.1 Name. The name of this Utah nonprofit corporation shall be the Little South Fork Water Company (the “Company”).

Section 1.2 Filing. Articles of Organization were originally filed with the Utah Division of Corporations and Commercial Code on October 30, 2019. The Company shall execute such further documents (including necessary amendments to the Articles of Incorporation) and take such further action as is appropriate to comply with the requirements of law for the formation or operation of a non-profit corporation.

Section 1.3 Registered Office, Registered Agent. The location of the registered office and registered agent of the Company shall be as stated on the State of Utah Division of Corporations and Commercial Code website. The Company’s Board of Directors (“Board”) may designate such other agents and office locations as it may deem necessary in its sole discretion.

Section 1.4 Duration and Events of Dissolution. The Company shall continue in perpetuity unless sooner dissolved by:

(a) the unanimous vote of the Member(s); or

(b) any event which makes it unlawful for the business of the Company to be carried on by the Member(s).

Section 1.5 Character of Business. The Company is responsible for providing culinary water to Lots in the Diamond Hills Homeowners Association, which is comprised of real property located within the Diamond Bar X Subdivision No. 3, Diamond Bar X Subdivision No. 6, and Parcels 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, and 12 along South Fork Road (informally referred to as “Little South Fork Subdivision”) (Diamond Bar X Subdivision No. 3, No. 6, and the Little South Fork parcels are referred to collectively herein as the “Subdivision”), located in Wasatch County. Legal descriptions of the “Subdivision” lots or parcels are attached hereto as Exhibit “A”. The Subdivision is a mountain planned unit

¹ The Bylaws of the Little South Fork Water Company were approved by the Shareholders on July 31, 2021; however, due to unforeseen circumstances (including the unexpected passing of the Company’s attorney), the Bylaws were never finalized and signed. The present Board of Directors has therefore approved these Bylaws for signature on the date signed below.

development containing cabin properties designated as individual Subdivision Lots in the official plats of record in the office of the Wasatch County Recorder or as parcels described by metes and bounds descriptions (“Lots”). The Company currently provides culinary water exclusively for Lots in the Subdivision. Accordingly, the business of the Company shall be:

- (a) To provide culinary water service to Subdivision Lots;
- (b) To buy, sell, lease and hold water rights and to otherwise manage the usage of water;
- (c) To engage in any lawful act or activity, for which corporations may be organized under the Act, and to do any and all acts and things;
- (d) To exercise any and all other powers which a natural person could do or exercise, and which are not now nor hereafter prohibited by law, in carrying on its business, or for the purpose of attaining or furthering its objectives; and
- (e) To assume obligations previously entered into by contract or agreement between the Bar X Mutual Water Company (or the Diamond Hills Homeowners Association as applicable) and any individual member of Diamond Hills Homeowners Association, relative to matters now controlled by the Company, with rights to enforce said contracts or agreements.

Section 1.6 Books and Records. The Company shall make its books and records available to any Shareholder (defined below), upon reasonable notice in writing and payment of a reasonable fee to cover the administrative costs and copying costs incurred by the Company. A Shareholder is entitled to inspect and copy the corporate records only if the Board determines that the demand to inspect is made in good faith and for a proper purpose, the demand to inspect describes with reasonable particularity the purpose of the inspection and the records desired to be inspected, the records are directly connected with his or her purpose, and the Shareholder signs a statement acknowledging the confidentiality of the records of the Company.

ARTICLE 2 MEMBERSHIP

Section 2.1 Shareholders and Members. The terms “Shareholders” and “Members” shall be used interchangeably for the purposes of these Bylaws and shall mean those persons and/or entities holding at least some ownership interest in the Shares as described herein.

Section 2.2 Membership and Shares. The Membership of the Company shall be composed solely of owners/members of the Diamond Hills Homeowners Association (“Association”), and membership in the Association (which is based upon ownership of one or more Lots within the Subdivision) is required for eligibility to be a

Shareholder or Member in the Company and to receive the benefits associated with any shares of stock issued by the Company (“Shares”).²

Upon transfer of title to any Lot within the Subdivision, any Share in the Company which is owned or held by the Member transferring his/her/its Lot and which is appurtenant to such Lot, shall automatically transfer to the new Lot owner at the time of transfer of the Lot. The new Lot owner shall thereafter automatically become a Shareholder and Member in the Company, and the former Lot owner’s Membership in the Company shall be terminated automatically. Any such automatic transfer of Shares in the Company shall be deemed to occur simultaneously with the transfer of the Lot, and without regard to any changes made in the Company’s Shareholder records. Additionally, any such automatic transfer of Shares is not required to be memorialized in writing between the transferring parties in order to take effect. Notwithstanding the automatic transfer of Company Shares described above, the Company is not obligated to recognize the new Shareholder’s interest or related rights until all obligations and requirements in Section 6.3 below have been properly satisfied to the Company’s satisfaction. Additionally, despite the automatic transfer provisions above, the transferring Shareholder shall remain jointly and severally liable with the new Shareholder for any and all unsatisfied obligations which accrued prior to the Share transfer (including any requirements described in Section 6.3 below).

Any Shares of the Company, once purchased in conjunction with the ownership of any Subdivision Lot, shall thereafter be appurtenant to that same Subdivision Lot, and may not thereafter be transferred separate or apart from the Lot. Notwithstanding the foregoing, only one (1) Share is required to remain appurtenant to each Lot, and if any Subdivision Lot has more than one (1) Share associated with the Lot, any other Shares in excess of the one appurtenant Share may be conveyed or transferred to any other Lot owner within the Subdivision separate from the transfer of the Lot. However, if only one Share is appurtenant to a Lot, such Share may not be transferred separate from the Lot, and must remain appurtenant to that Lot. Under no circumstances may any Share be owned or held by any person or entity which is not the owner of a Subdivision Lot (i.e. a member of the Association), and the use, benefit, and water rights associated with any Share may not be utilized for any property or purpose outside the Subdivision, unless otherwise first approved by the affirmative vote of a majority of all Shareholders.

Section 2.3 Class of Stock. Owners of one or more Shares of stock in the Company shall be Members of the Company and there shall be only one class of stock based upon ownership of a Lot within the Subdivision as further described herein. Each Subdivision Lot, as designated in the official plats of record in the office of the Wasatch County Recorder, shall be eligible for ownership of one (1) Share of stock for that particular Lot. Notwithstanding the foregoing, if any two or more Lots (as designated in the plats for the Subdivision of record in the office of the Wasatch County Recorder) already each have appurtenant Shares in the Company, and such Lots are subsequently consolidated (i.e. such that two or more Lots become one), the new consolidated Lot shall still retain the same

² Any Bar X Mutual Water Company water shares which were owned by members of the Association prior to dissolution of Bar X Mutual Water Company have been converted to Shares in the Little South Fork Water Company, with one (1) Little South Fork Water Company Share appurtenant to each Lot previously holding a share in Bar X Mutual Water Company.

number of Shares as previously appurtenant to the separate Lots, and shall retain all water rights, voting rights, assessment obligations, and benefits pertaining to the same number of Shares. Each Share of stock shall entitle its holder of record to connect to the Company's water system with the right to receive and use a specified amount of acre-feet of water per Share for domestic water needs of one (1) cabin home. Such water amounts shall be determined by the Board of Directors for the Company and shall be consistent with Utah law and shall be documented in the records of the Company. At such time as any Subdivision Lot is developed, and if the Company holds sufficient water rights, the Company shall issue one (1) Share to the owner(s) of the Lot upon payment of any applicable Share purchase price and all applicable Connection Fees (described in Section 11.4 below). The Shares shall be assessable, and the Company may charge the Shareholder such fees and costs as the Board deems necessary for connection to the Company's water system, provision of water, and any related expenses, as more fully described in these Bylaws.

Section 2.4 Use of Shares. Each Shareholder's right to receive water pursuant to a Share shall be subject to any applicable restrictions or limitations required by the Company, the Association, the Utah Division of Water Rights, and any applicable government agency.

Section 2.5 Description of Membership Water Share Record Books. Water Share Record Books for the Company shall be in such form as shall be determined by the Board. The Shares shall be consecutively numbered and duly recorded and/or filed by the Secretary/Treasurer or such other officer authorized by law and by the Board. The Record Book shall exhibit the Member's name, the total number of Lots represented thereby, a description of the Subdivision Lot benefited by the Share, any condition(s) or restriction(s) placed thereon, and any other information designated by the Board. Such information shall be perpetuated on any and all subsequent record of transfers of such Lots or Shares. The Record Book of the Company shall be kept at the principal office of the Company. Transfer of Shares shall be subject to Article 6 below.

Section 2.6 Member of Record. The Company shall be entitled to treat the Member of record, according to the Water Share Record Books of the Company, as the holder in fact thereof, and shall not be bound to recognize any equitable claim or other claim or interest in such Share on the part of any other person or entity whether or not the Company shall have express or other notice thereof, except as expressly provided by the laws of the State of Utah.

ARTICLE 3 ELECTRONIC NOTICE AND TRANSACTIONS

Section 3.1 Notice by Electronic Means. In any circumstance where notice is required to be given to the Members and notwithstanding any Article below, the Company may provide notice by electronic means, including text message, email, or a Company website, if the Board deems the notice to be fair and reasonable. A Member may require the Company, by written demand, to provide notice to the Member by regular U.S. mail. The Board is authorized to promulgate rules and procedures facilitating the implementation

of this section as it deems fit from time to time, including requiring members to furnish the Company with a current email address or other contact information.

(a) Except as otherwise provided in these Bylaws below or by law, all notices to any Owner shall be sent to such address as may have been designated by him or her, from time to time, in writing to the Board (including an e-mail address), or if no address has been designated, then to the address of the Owner's Lot.

(b) If a Lot is jointly owned, notice shall be sent to a single address or email address, of which the secretary has been notified in writing by such parties. If no address has been given to the secretary in writing, then mailing to the Lot shall be sufficient.

Section 3.2 Affairs, Electronic Means. Any transaction or action involving the business or affairs of the Company, including but not limited to voting and providing notice or records, may be conducted by electronic means. The Company may accept a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation as the act of the member if the Board does so in good faith and has no reason to believe it is not the act of the Member. A writing may be delivered in an electronic medium or by electronic transmission, and may be signed by photographic, electronic, or other means.

ARTICLE 4 MEETINGS

Section 4.1 Annual Meetings. The Annual Meeting of the Members of the Company shall be held, to the extent possible, on the same day as the annual membership meeting of the Diamond Hills Homeowners Association, with reasonable advance written notice of the date, time, and location to be provided to the Shareholders. The Annual Meeting may be combined with the annual meeting of the Association in the discretion of the Board for the Company and the board of directors for the Association. The Board may by resolution change the date, time, and location for the Annual Meeting. At the Annual Meeting, the Shareholders shall elect the Board as further stated herein. The Annual Meeting may be held in-person, by electronic means, or using a combination of in-person and electronic attendance as determined by the Board. Any in-person Annual Meeting shall be held within the State of Utah, at a location determined by the Board.

Section 4.2 Special Meetings. Special Meetings of the Shareholders may be called by either the President, a majority of the Board, or by written request sent to the Board or the President by the owners of at least 50% of the outstanding Shares in the Company. A written request for a Special Meeting by 50% of the Shareholders shall state the purpose of the requested Special Meeting. Any Special Meeting may be held in-person, by electronic means, or using a combination of in-person and electronic attendance as determined by the Board. Any in-person Special Meeting shall be held within the State of Utah, at a location determined by the Board.

Section 4.3 Notice. The Board shall cause notice of the time, place, and purpose of all meetings of the Shareholders to be delivered not less than ten (10) days before the date of the meeting to each Shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in U.S. Mail, addressed to the

Shareholder at his or her registered address, with first-class postage thereon prepaid. Each Shareholder shall be obligated to register with the Company a current email address and mailing address for purposes of notification, and failure to do so will be deemed a waiver of that Shareholder's right to object to any lack of notice. If no address is registered with the Company, a Shareholder's Subdivision Lot address shall be deemed the proper address for notice purposes. Notwithstanding the preceding terms, Notice may be sent by electronic means which may include posting to a website maintained by the Company, use of email, text message, or any method of communication whereby a Shareholder has provided contact information to the Company.

Section 4.4 Presiding Officer. The President, and in his or her absence, the Vice President, shall preside at all Shareholder meetings.

Section 4.5 Quorum and Voting. Unless a greater number of Members in attendance, or votes, are required under other provisions of these Bylaws, the Articles of Incorporation, or Utah law, at any meeting of the Shareholders those present in-person, electronically, or by proxy who hold more than fifty percent (50%) of the outstanding Shares in the Company shall constitute a quorum for the transaction of business. In the event a quorum is not present at a meeting, the Board may adjourn the meeting to a later date and time, which is not less than five (5) nor more than sixty (60) days from the original meeting date. If the Board fixes and announces the later date, time, and location of the reconvened meeting at the initial adjourned meeting, no further notice is required to be provided to the Shareholders. At the reconvened meeting, the Shareholders and proxy holders present shall constitute a quorum for the transaction of business regardless of the number of Shares represented.

Each Shareholder shall be entitled to one (1) vote for each Share owned for which all assessments pertaining to such Share have been paid. The Company may maintain outstanding Shares which are non-assessable (as described in Article 9 below); however, any such non-assessable Shares shall not be entitled to vote. Voting may be undertaken by the use of electronic means such as electronic voting, email voting, or otherwise, so long as the voting Shareholder can be identified and reasonably verified.

Section 4.6 Members of Record. For the purpose of determining Shareholders entitled to notice or to vote at any meeting, the Board may designate a record date, which shall not be more than fifty (50) days, nor less than ten (10) days prior to the meeting. If no record date is designated, the date on which the notice of the meeting is mailed shall be deemed to be the record date for determining those Shareholders entitled to notice and vote.

Section 4.7 Shareholder Voting Rights. Each Shareholder is entitled to one vote for each Share of stock issued and outstanding in the name of the Shareholder on the books of the Company on the date of record. Any Shareholder who has not paid assessments relating to a Share may not exercise the voting rights associated with that Share. Cumulative voting (as defined in Utah Code § 16-6a-717) shall not be allowed. Voting rights shall be suspended for a Shareholder during any period in which the Shareholder is delinquent in payment of any fee required by these Bylaws.

Section 4.8 Proxies. At each meeting of the Shareholders, each Shareholder entitled to vote may do so by proxy; provided, however, the right to vote by proxy shall exist only where the instrument authorizing such proxy to act has been executed by the Shareholder or his or her duly authorized representative, in writing and delivered to the Board not later than the beginning of the meeting, which proxy authorization shall be entered in the minutes of the meeting. No proxy shall be valid after twelve (12) months from the date of its execution, unless otherwise provided therein. A proxy may be revoked by all of the holders of a Share, whether in person or in writing, at any time prior to the commencement of the subject meeting, but not thereafter. The term Shareholder shall include individuals, business entities, or trusts designated as owner of record of a Subdivision Lot.

Section 4.9 Waiver of Irregularities. All inaccuracies and/or irregularities in calls, notices of meetings, and in the manner of voting, form of proxies, credentials and method of ascertaining those present, shall be deemed waived if no objection is made at the subject meeting.

Section 4.10 Voting by Certain Types of Members. Special voting rules and procedures apply to certain types of Members as follows:

(a) Corporate Members: Shares held in the name of a corporation or other unincorporated business entity may be voted by such officer, member, agent, or proxy as the Operating Agreement of such corporation or unincorporated entity may prescribe, or, in the absence of such provision, as the Board of such corporation or unincorporated entity may determine.

(b) Representative Members: Shares held by a trustee, personal representative, administrator, executor, guardian, or conservator may be voted either in person or by proxy without a transfer of such Share into his or her name. Shares held in the name of a trust may be voted by the trustee either in person or by proxy.

(c) Memberships 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.

(d) 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.

(e) Treasury Shares: Shares in the Company belonging to the 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, unless the Share belonging to the Company is tied to a Subdivision Lot owned by the Company and assessments are paid in relation to the Share.

ARTICLE 5 BOARD OF DIRECTORS

Section 5.1 General Powers and Duties. The property, affairs, and business of the Company shall be managed by a Board of Directors (the "Board"). The Board may exercise all of the powers and duties of the Company necessary for the administration of the affairs of the Company (except such powers that are expressly vested solely in the Shareholders), whether derived by law, the Company's Articles of Incorporation (as amended or restated), or these Bylaws, including, but not limited to those listed below.

(a) Operation, care, upkeep, maintenance, repair, and replacement of the Company's water system and related property and assets; provided however, this section shall not be construed as a guarantee or warranty of permanent or continuous functionality of such water system, which may experience interruptions due to accidents, mechanical failure, incidents of nature, budgetary constraints and/or other circumstances (unanticipated or unforeseen) outside the Company's or Board's control.

(b) Authority to schedule one or more "work day" events during a calendar year in order to mitigate maintenance expenses, where Shareholders may be called upon to assist in upkeep and maintenance activities on the Company's water system. The Board shall also have the authority to determine and assess reasonable fees for Shareholder's non-participation in said events. Subject to the "work day" events referenced above, individual Shareholders shall not otherwise change, modify, adjust, tamper with, maintain, repair, or otherwise alter the water system or other property of the Company without express written approval from the Company or Board. Shareholders in violation of this rule may be subject to fines of up to one thousand dollars (\$1,000.00) per incident, as deemed appropriate by the Board.

(c) Approve projects and work to be performed on the Company water system and property, including, but not limited to the water system components, real property owned or leased by the Company, easements and rights of way maintained for the Company's use, or other property or improvements owned or maintained by the Company.

(d) Determination of the amounts required for the operation, maintenance, and other affairs of the Company, and the making of such expenditures;

(e) Adoption of a balanced budget for the Company and assessment and collection of assessments either through the Company or by contract with the Association.

(f) Employment, dismissal, or contracting of such personnel as necessary to assist the Board in its duties, including retention of legal, accounting, and other professionals necessary for the administration of the Company. However, the Board may not incur or commit the Company to incur fees in excess of \$5,000 for any specific matter unless the Shareholders authorize such expenditure by a

majority vote of those Shareholders present during a meeting at which a quorum is present. This limitation is not applicable to legal fees incurred in defending the Company and Board of Directors from claims or litigation brought against them.

(g) The Board, in its sole discretion, may by written contract delegate, in whole or in part, to a professional management organization or person such of its duties, responsibilities, functions, and powers as are properly delegable.

(h) Opening of bank accounts on behalf of the Company (with a minimum of two signatories required for any Company account).

(i) Preparing or causing to be prepared and filed any required income tax returns or forms for the Company.

(j) Obtaining insurance or bonds pursuant to the provisions of these Bylaws or as otherwise deemed necessary and in the Company's best interests by the Board.

(k) Additions and improvements to, or alteration of, the Company's water system or other capital improvements, provided that no such project exceeds \$20,000 in cost unless the Shareholders authorize such expenditure by a majority vote of those present during a meeting at which a quorum is present. In the event that a Board member has a conflict with respect to a potential vendor, such Board member shall recuse themselves from the vote under this subsection.

(l) Designating one or more committees which, to the extent provided in a resolution designating the committee, shall have the powers delegated by the Board in the management of the affairs of the Company. Each such committee will have at least one Board member serving thereon, and Board members may serve on more than one committee.

(m) Enforcement of the provision of these Bylaws by any legal means.

(n) The filing of an annual report or other reporting required by Utah law.

(o) The filing of any water-related reports with regards to the Company's water distribution activities and water system.

(p) Cause an audit or review of the Company's records to be conducted upon a majority vote of the Board or upon sixty-seven (67%) of the voting Shareholders requesting either an audit or review.

Section 5.2 Number, Tenure and Qualifications. The Board of Directors shall be composed of three (3) directors who must be Shareholders of the Company; an officer, director, or member of the Shareholder (if an entity); a trustee of a Shareholder (if a trust); or a spouse, child, parent, or sibling of a Shareholder (if an individual). Each Board

member shall hold office for two (2) years until his or her successor shall have been elected and qualified. All elected Board members shall serve for terms of two (2) years, but the expiration of the terms should be staggered, such that only one or two Board members are elected in any given year. Based on restrictions imposed by the Utah Division of Drinking Water no current board member of the Diamond Hills Homeowners Association may serve concurrently as a member of the Board for the Company. If at any time after adoption of these Bylaws, the Utah Division of Drinking Water restrictions above are revoked, rescinded, voided, or otherwise made inapplicable, the limitations on concurrent Board service set forth above shall automatically terminate. If there are an insufficient number of volunteers willing to serve on the Board for the Company, then members of the Association's board may also be a members of the Board for the Company until other volunteers are available to serve. If there are an insufficient number of Shareholders (or their designees as authorized above) who are willing to serve on the Board for the Company, persons who are not Shareholders of the Company may be nominated to serve on the Board.

Section 5.3 Officers. The Board for the Company shall appoint the following officers: a President, a Vice President, a Secretary, and a Treasurer, which need not necessarily be Board members. Any appointed officers who are not members of the Board may be consulted on Board decisions and actions, but shall not have any voting rights in any matters requiring Board approval. The officers shall be determined and appointed by the Board in the first Board meeting following the Annual Meeting in which the Board is elected. The Board, in its sole discretion, may appoint additional officers as necessary to assist with the duties of the Board and operation of the Company. Any officers who are not also Board members shall not have any voting rights or authority in Board actions and decisions.

Section 5.4 Vacancies, Removal, and Resignation. Any officer of the Company may be removed by the Board at any time, whenever, in its judgment, the best interests of the Company will be served thereby. Removal shall occur upon the vote of a majority of the Board members. In the event a vacancy shall occur in any office by reason of death, removal, resignation, disqualification or other cause, such vacancy shall be filled by the Board, with the successor to fill such vacancy for the remainder of the unexpired term and until a successor is chosen and qualified.

Section 5.5 President. The President shall perform the following duties:

- (a) Serve as the chief executive officer of the Company;
- (b) Execute general supervision over the Company's property and affairs;
- (c) Sign on behalf of the Company all conveyances, mortgages, contracts, or other instruments which the Board has authorized to be executed, unless otherwise prohibited by law, these Bylaws, and/or the Company's Articles of Incorporation;
- (d) When present, preside at all meetings of the Shareholders and the Board;

(e) Sign, with the Secretary/Treasurer or any other officer designated by the Board, records for Shares in the Company;

(f) Perform any and all other acts and things that may be required by the Board, these Bylaws, or the Company's Articles of Incorporation; and

(g) Be invited to attend all meetings of all committees of the Company.

Section 5.6 Vice President. The Vice President shall act in the place and stead of the President in the event of the President's absence or inability or refusal to act and shall exercise and discharge such other duties as may be required by the Board. The Vice President shall also perform any and all other acts and things that may be required by the Board, these Bylaws, or the Company's Articles of Incorporation, as restated.

Section 5.7 Secretary. The Secretary shall perform the following duties:

(a) Keep the minutes of the Company;

(b) Maintain such books and records as these Bylaws, the Articles of Incorporation, and/or the Board may require;

(c) Serve as the custodian of the seal of the Company, if any, to all papers and instruments requiring the same;

(d) See that all notices are duly given in accordance with the provisions of these Bylaws and as otherwise required by law or the Company's Articles of Incorporation;

(e) Keep a register of the post office address of each Shareholder as furnished to the Company by the Shareholder;

(f) Sign with the President certificates for Shares of the Company;

(g) Have general charge of the Share transfer books of the Company; and

(h) Perform any and all other acts and things that may be required by the Board, these Bylaws, or the Company's Articles of Incorporation.

Section 5.8 Treasurer. The Treasurer shall perform the following duties:

(a) Maintain custody and control of funds of the Company and keep adequate and correct accounts on the properties and business transactions of the Company, subject to the action and oversight of the Board;

(b) Deposit all moneys and other valuables in the name and to the credit of the Company with such deposits as may be designated by the Board;

(c) Disburse the funds of the Company as the Board may order;

(d) Report on the state of the Company's finances and his or her transactions as Treasurer at each annual meeting of the Shareholders and at any meeting of the Board and at any other time as requested by the President or Board.

Section 5.9 Compensation. Board members and officers shall not receive compensation for services rendered. However, the Board may approve a waiver of regular Share assessments for Board members or officers during the time they serve in such capacity. Such waiver shall only be applicable to regular assessments for one (1) Share per Board member or officer. Any other form of compensation of any kind cannot be provided to a Board member or officer without approval of a majority of the Shareholders in the Company. Nothing in this section is intended to preclude Board members or officers from receiving reimbursement for any expenses incurred in the performance of their duties to the Company.

Section 5.10 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 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 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 Board shall designate.

Section 5.11 Record at Principal Place of Business. The Secretary/Treasurer shall cause the Company (or its manager) to keep at its principal place of business the following:

- (a) A current list in alphabetical order of the full name and last known business street address of its Members;
- (b) A copy of the stamped Articles of Incorporation and all certificates of amendment thereto, together with executed copies of any powers of attorney pursuant to which any certificate of amendment has been executed.
- (c) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;
- (d) Copies of any financial statements of the Company, if any, for the three most recent years.

ARTICLE 6 TRANSFER OF SHARES

Section 6.1 Transfer of Shares. The Company's Shares are transferable on the Record Book of the Company only in accordance with the following procedures and subject to approval by the Board.

Section 6.2 Appurtenance. Except as described in Section 2.2 above, all Shares in the Company shall be appurtenant to the Subdivision land or Lot(s) that they serve and a Share may not be sold or transferred apart from its appurtenant land or Lot unless approved by the Board in accordance with applicable law, including but not limited to Utah Code § 16-6a-606.

Section 6.3 General Provisions. The following provisions shall apply to the transfer of Shares:

(a) Nothing in this section shall be construed to prevent joint owners of a Lot from changing the manner of their ownership in the appurtenant Share as among themselves. Provided, however, that the Company shall treat joint owners as one single Member for all purposes and joint owners shall provide the Company with one address to be maintained as the joint Members' address on the Company's records.

(b) When transferring ownership of a Share as provided herein, the Member transferring the Share shall provide the Board with a copy of the Deed transferring the Subdivision Lot to which the Share is appurtenant. 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 Board. The Share Records Book shall be updated to reflect the transfer of the Lot and Share(s) as required by Section 2.5 above.

(c) A reasonable fee may be charged to the transferring Shareholder and/or new Shareholder for updating the records and books of the Company.

(d) Before a Lot and appurtenant Share can be transferred, all fees, including any past-due balance must be paid current or paid at closing of the Lot conveyance. The transferring Shareholder shall remain jointly and severally liable with the new Shareholder for any such past-due balance, and such joint and several liability shall survive the Lot and Share transfer if undertaken prior to resolution of any past-due balance.

(e) The name, address, and telephone number of the new Shareholder or his or her legal representative(s) must be provided. Where an authorized agent is used, a copy of the duly executed and acknowledged power of attorney shall be deposited with the Board.

(f) Shares may not be transferred in fractional interests or increments less than full Shares, and may not be divided or fractionally owned.

(g) No transfer of Shares may be made upon the books of the Company within ten (10) days immediately preceding the annual meeting of the Members.

(h) It is the Member's responsibility to bring transfers of Lots and Shares to the attention of the Company and Board. Until the above steps are taken, the Shareholder as recorded in the Company Books remains jointly and severally liable

and legally responsible to the Company for payment of all obligations owed to the Company.

ARTICLE 7 VOTING MEMBERS

The Company shall have voting Members, with each Member entitled to one vote for each assessable Share of stock owned by that Member for which all assessments have been paid.

ARTICLE 8 WATER RATES AND FEES

Section 8.1 Water Rates and Fees. The Board shall establish rates and fees to be charged to Shareholders in accordance with the Company's Articles of Incorporation, as amended, and pursuant to these Bylaws to fund the Company's operations, for water service, including but not limited to, user rates, a standby fee, late fees, and penalties for Company rules of policies.

(a) The rates set by the Board for such water service must be at least sufficient to pay for the operation, maintenance, reasonably necessary improvements or expansions, and management of the Company's water system, including infrastructure.

(b) Water service fees may be charged or assessed to Members on an annual basis, or any other increment authorized by the Board.

(c) Water service fees and assessments may be collected and then subsequently remitted to the Company by the Diamond Hills Homeowners' Association, or any common-interest community association entity associated with the Members, through the Association's own assessment collection means, in accordance with the Association's governing documents.

Section 8.2 Delinquency. In the event that a Member fails to pay all charges, fees, or assessments for water service related to the Member's Share when due, the Company shall have the following enforcement rights, to which all Members agree and consent by acceptance of a water Share and the attendant rights and benefits thereto.

(a) Late Fees. The Company may impose a one-time late fee as established by the Board for any payment which is not timely made by the Member. An additional late fee may be charged for each subsequent payment which is not timely made. If the Board has not established any other late fee, the late fee amount shall be 10% of the delinquent payment.

(b) Interest. Any unpaid balance and applicable late fees shall also accrue interest at the rate of 18% per annum, or such other interest rate established by the Board.

(c) Termination of Service. If a Member is delinquent in payment of charges and fees for water service, the Company may terminate or suspend the Member's

water service after compliance with this section. The Company shall provide the Member with written notice of the delinquency, sent to the proper notice address as required by these Bylaws. The notice shall provide the amount of the delinquency and a statement that the Member's water service will be terminated or suspended if the delinquency has not been resolved within the time period required by the Board, which shall not be less than thirty (30) days. If the Member fails to remedy the delinquency within the time frame set forth in the written notice, then the Company shall have the right to terminate or suspend water service to the Member's Lot until payment of the full delinquency.

(d) Liens. In the event a delinquent balance remains unpaid for more than thirty (30) days after written notice from the Company, the Company may impose a lien against the Lot within the Subdivision to which the Share is appurtenant.

(e) Suspension of Voting Rights. In the event a delinquent balance remains unpaid for more than thirty (30) days after written notice from the Company, the Company may suspend the Member's voting rights.

In addition to the enforcement rights and remedies set forth above, the Company may pursue any and all other remedies available at law. The remedies and enforcement rights set forth above, and otherwise available to the Company at law shall be cumulative, and may be undertaken concurrently unless otherwise prohibited by law.

Section 8.3 Assessments for Frivolous Litigation/Actions. The Shares of a stock of a Shareholder who brings a legal or administrative action against the Company, its Directors, or Officers shall be assessable to recover the expense incurred by the Company (including costs and attorney's fees), when in the judgment of the Board of Directors it would be inequitable to assess all Shareholders for such expense because the legal or administrative action was without merit, not brought in good faith or failed to prevail.

ARTICLE 9 ASSESSMENTS

The Shares of stock of the Company shall generally be assessable for the purpose of providing funds reasonably necessary to accomplish the purposes of the Company, to pay all lawful obligations, and to maintain a sufficient reserve fund for emergency and capital expenditures. The assessments shall be levied and collected in the manner prescribed by the Board of Directors and these Bylaws. An assessment other than regular service fees and charges must be approved by a majority of all Shareholders entitled to vote who may cast a vote for or against the assessment. Assessments need not be equal among all Shareholders. The amount of any assessment may vary among Shareholders where the Shareholders received unequal benefits or where the costs of providing benefits are unequal. Based on the variability of assessments, the Company may designate and maintain outstanding Shares which are non-assessable, such that no assessments or charges are applicable to such Shares and no corresponding rights or benefits are provided, including voting rights. Any such non-assessable Shares shall not be charged assessments, but shall not be entitled to vote and shall not be entitled to the rights and benefits provided to assessable Shares, unless and until the Share is re-designated as "assessable" and the

Shareholder begins paying applicable assessments, fees, and charges associated with such Share. Failure to pay assessments shall subject Members to the same remedies as those stated in Section 8.2 above.

ARTICLE 10 SERVICE AREA

Section 10.1 Territory. The territory that is to be serviced by the Company (the "Service Area") shall consist of the Subdivision and the Lots that comprise the Diamond Hills Homeowners Association.

Section 10.2 Easements. The Company and any person authorized by the Company may at any reasonable time, and from time to time at reasonable intervals, enter upon any Subdivision Lot receiving water service from the Company, for the purposes of performing maintenance of any Company assets and to determine whether the Lot is compliant with the Company's governing documents or whether the use of the Lot is causing damage or harm to the Company's assets. Requests for entry into a dwelling on the Lot shall be made in advance and at a time convenient to the Owner, except in the case of an emergency, when such right shall be immediate. No such entry shall be deemed to constitute a trespass or otherwise create any right of action in the Owner of such Lot.

Section 10.3 Changes in Service Area. The Board may from time to time change, enlarge, or reduce the Service Area in accordance with Article 12 and any other applicable provision of these Bylaws, the Company's Articles of Incorporation, and any applicable laws and regulations, provided, that no reduction of the Service Area shall be made if the reduction would cause the discontinuance of service to a Shareholder presently being served without the approval of said Shareholder, if said Shareholder is current on its accounts with the Company.

ARTICLE 11 WATER DELIVERY

Section 11.1 Delivery. Deliveries of water to the Company's Members shall be according to the Shares held by the Members, connection, water turn schedules, or meters as established or changed from time to time by the Board, except in limited circumstances evidenced by special written agreements approved by the Board and less any losses due to seepage, evaporation, necessary operation and maintenance, and/or other emergency, and force majeure.

The Company's water system was not designed nor originally intended for continual use during the winter; therefore, there is an increased potential for freezing pipes resulting in the disruption of water service during this season of the year. The employment of "weeps" (a continuous trickle of water moving through a waterline) to prevent water lines from freezing may be permissible under certain circumstances as approved by the Board.

Section 11.2 Irrigation Use. The water rights of the Company and the pipeline capacities of the water system are such that the system is not designed or intended to provide water for irrigation of the Lots. Shareholders may use water from the culinary water system for the limited irrigation of lawns, gardens, or shrubs. Use of Company-

supplied water in existing permanent irrigation systems or use of equivalent temporary sprinklers or irrigation tools is discouraged, and installation of any new permanent irrigation systems using Company-supplied water is prohibited unless prior written approval is first obtained from the Board. The Board, in its sole discretion and without prior Shareholder approval, may at any time prohibit the use of Company-supplied water for irrigation of lawns, gardens, and shrubs on a permanent or temporary basis. In the event the Company is required to seek injunctions or other legal remedies to enforce this provision against a Shareholder, if found by a court to be in violation of this restriction, the Shareholder will be liable to the Company for its reasonable costs of enforcement including attorneys' fees and other costs of court.

Section 11.3 Emergencies. In the event of a water shortage resulting from drought or any other natural or man-made condition or occurrence, the Company shall have the authority and the right to declare a water emergency, and to regulate and ration the distribution and use of water to the Shareholders until the Board determines that the water emergency has been resolved.

Section 11.4 Costs and Maintenance. The cost and maintenance of any meters and meter boxes, if applicable, shall be in the control and the responsibility of the Company.

(a) The cost of connecting to the Company's water system, including excavation and the cost of plan review, inspection and supervision by the Company ("Connection Fee"), shall be the sole cost and expense of the Shareholder connecting to the system, at a rate to be established by the Board. The Connection Fee shall be billed to the Shareholder by the Company or the contractor retained by the Company and paid directly to the Company or contractor by the Shareholder. In determining the appropriate Connection Fee, the Board of Directors may consider, among other things, the number of Shares of stock to be served through the connection, the size of the connection, the cost of running any connecting pipelines, installing valves, meters and related facilities or any other costs to the Corporation incidental to said connection.

(b) The Company shall have no responsibility for maintenance of the Shareholder's individual water line beyond the individual Shareholder's connection to the water system. Such maintenance shall be the sole cost and responsibility of each Shareholder. Shareholders choosing to upgrade their existing connection to the system will do so at their own expense, including, but not limited to, increasing the size of the meter, meter box and connecting lines. The Board must approve any such upgrades or changes before they are made and must inspect and approve any new equipment installed before service is begun.

Section 11.5 Connection/Monthly Fees. No Shareholder shall be allowed to connect to the Company's water system, nor take water therefore, until he or she has paid the required Connection Fee and is current on all assessments and service fees. Monthly usage fees shall be charged to each Shareholder per connection and such fee amount shall be determined by the usage and/or consumption rates as set by the Board of Directors.

ARTICLE 12 EXPANSION OF WATER SYSTEM

Section 12.1 Dedication of Lots. The Company has sufficient facilities and water rights to service the necessary Shares of stock currently issued to service the Lots in the Subdivision. The Company Board may also require the parties seeking to connect a Lot to the system to pay a reasonable fee pursuant to Section 11.4(a) above.

Section 12.2 Expansion. Subject to any pre-existing development agreements or contracts between the Association and members of the Diamond Hills Homeowners Association, new connections to the Company's water system in addition to those connections that service the Subdivision and those connections that are contemplated shall only occur if the following requirements are met:

(a) The Board must determine that there is sufficient capacity in the system to provide the requested additional service;

(b) The 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;

(c) 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

(d) 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 approval of at least 67% of the Shareholders, the appropriate number of new Shares of stock 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 Membership Share that existed before the issuance of the new Membership Share and the addition of the new water rights. The new Member(s) must also bear the cost of any additions or changes to the Company's facilities needed to provide the additional service.

ARTICLE 13 CHANGE APPLICATIONS

Section 13.1 Applications. Changes in the place of use, the period of use, and/or the nature of use of the Company's water rights for individual Shareholders are not generally prohibited for Shareholders. Nevertheless, any request for a change in the point of diversion, the place of use, the period of use, and/or the nature of use shall require approval by the Board and comply with and proceed according to the procedures set forth in Utah Code Ann. § 73-3-3.5. Any Shareholder requesting such a change must pay a change fee as established by the Board.

Section 13.2 Applications to the State Engineer. If a change request approved by the Board requires the filing of a change application with the State Engineer's Office, the change application shall be filed by and in the name of the Company, and shall be

prosecuted by the Company, with the Shareholder 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 Shareholder 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.

Section 13.3 No Extra-Territorial Changes for Shares. The Company shall not allow or approve change requests which would result in the place of use being outside of the Company's service area, as may be determined by the Board from time to time.

ARTICLE 14 AMENDMENT TO BYLAWS

Section 14.1 Amendments. Amendments may be proposed by a majority of the Board of Directors or by the Shareholders. Any proposed amendment to these Bylaws by the Shareholders must be submitted to the Board in writing by Members holding at least 25% of the outstanding Shares. Any proposed amendment to these Bylaws must be approved by a majority of the outstanding Shares of the Company. However, the Board, on its own motion, may make non-material amendments to the Bylaws to be consistent with historic practices of past water companies servicing the Lots.

Section 14.2 Meeting. After the Board has received the proposed amendment, they shall provide notice as set forth herein to the holders of Shares of the date, time, and location of a meeting to vote on the amendment. The meeting on the amendment shall take place no later than 90 days after the proposed amendment is submitted to the Board.

Section 14.3 Amendment without Meeting. Amendments to these Bylaws may be made without a meeting if the amendment is approved in writing by Members holding a majority of the Shares.

Section 14.4 Notice. The Board shall provide Notice to all Members of record holding Shares at the time the proposed amendment is submitted to the Board. The Notice shall specify the date, time, and place for the meeting and a copy of the proposed amendment.

Section 14.5 Recording. These Bylaws and any amendment thereto may be recorded in the property records for Wasatch County, Utah against applicable Subdivision Lots.

ARTICLE 15 INDEMNIFICATION

Section 15.1 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 director, officer, agent, or employee 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, director, or employee was liable to the Company for gross negligence or intentional misconduct in the performance of his or

her duty. 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 director, officer or employee is liable to the Company for gross negligence or intentional misconduct in the performance of his or her duties. Such right of indemnification shall not be exclusive of any other right which such directors, 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 Board as fully as though each person had been a director, officer or employee of the Company.

The Board shall be indemnified by the Company against expenses reasonably incurred by it or imposed on it 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 a Board, if appointed by the Board as authorized herein, was liable to the Company for gross negligence or intentional misconduct in the performance of its duty.

As used herein, the term "expense" shall include all obligations incurred by such person for the payment of money, including without limitation attorney's 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 by him or her.

ARTICLE 16 DISSOLUTION AND TERMINATION

Section 16.1 Final Accounting. In case of the Company's dissolution, a proper accounting shall be made from the date of the last previous accounting to the date of dissolution.

Section 16.2 Liquidation. Upon the Company's dissolution, the Board shall act as liquidator to wind up the Company. To the extent required by law to maintain the Company's tax-exempt status the liquidator shall have full power and authority to sell, assign and encumber any or all of the Company's affairs in an orderly and prudent manner. The liquidator shall distribute all proceeds from liquidation to the Members consistent with Federal and State law.

Section 16.3 Distribution in Kind. If the liquidator shall determine that a portion of the Company's assets should be distributed in kind to the Members, the liquidator shall distribute such assets to it.

Section 16.4 Articles of Dissolution. Upon the completion of the distribution of Company assets, the Company shall be terminated and the Board shall cause the Company to execute Articles of Dissolution and take such other actions as may be necessary to terminate the Company consistent with the Act.

ARTICLE 17 GENERAL PROVISIONS

Section 17.1 Construction Principles. Words in any gender shall be deemed to include the other gender. The singular shall be deemed to include the plural and vice versa. The headings and underlined paragraph titles are for guidance only and shall have no significance in the interpretation of these Bylaws.

Section 17.2 Severance Clause. The invalidity or unenforceability of any part of these Bylaws shall not invalidate or affect the remainder, which shall continue to govern the relative rights and duties of the parties as though the invalid or unenforceable part were not a part hereof.

Section 17.3 Fiscal Year. The fiscal year of the entity will begin on January 1 or each year and end on the 31st day of December of each year.

Section 17.4 Inspection of Records. In accordance with Utah Law, any Member desiring to inspect or copy Company records shall submit to the Secretary a written request or in such other form adopted by the Board. Review of the Records will be conducted only during regular business hours and at the Company's principal office.

Section 17.5 Shareholder Liability. The private property of the Shareholders shall not be liable for the obligations of the Company.

Section 17.6 Dividends. The Board may, from time to time in its sole discretion, declare and the Company may pay dividends on its outstanding Shares in the manner, and upon the terms and conditions provided by law and these Bylaws.

Section 17.7 Pre-existing Contracts. Notwithstanding anything to the contrary herein, these Bylaws shall be subject to any development agreements or contracts between the Association and the individual members of the Diamond Hills Homeowners Association that were fully executed prior to the date these Bylaws were duly adopted as dated below.

DULY ADOPTED by a majority vote of the Board of Directors of the Company at a duly noticed meeting of the Directors held this 13 day of Dec., 2023.

**LITTLE SOUTH FORK
WATER COMPANY**


Sign: 

Print: Heath Johnston

Its: _____

STATE OF UTAH)
) ss:
County of Utah)

The foregoing instrument was acknowledged before me on this 13 day of December, 2023 by Heath Johnston.


Notary Public for Utah

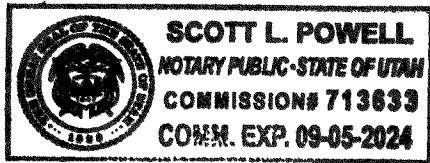


EXHIBIT A

Legal Description

All Lots and Common Area, according to the official plat(s) on file in the Wasatch County Recorder's Office, Wasatch County, state of Utah.

DIAMOND BAR X SUBDIVISION NO. 3, Lots 1-49 (49 total):

Serial Numbers:

0DX-3001 through 0DX-3049

DIAMOND BAR X RANCH SUBDIVISION 6 THIRD AMD (37 total):

Lots: 1A, 3A, 5A, 7A, 9A, 11A, 13A, 14, 15A, 17A, 20A, 21A, 22A, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, Open Space A, Open Space B, Open Space C, Open Space D

Serial Numbers:

0DX-601A	0DX-60PN-B
0DX-603A	0DX-60PN-A
0DX-605A	0DX-60PN-C
0DX-607A	0DX-620A
0DX-609A	0DX-621A
0DX-611A	0DX-622A
0DX-013A	0DX-6025 through 0DX-6044
0DX-6014	
0DX-615A	
0DX-617A	
0DX-60PN-D	

MILTON DIAMOND BAR X RANCH, Lots 1-4 (4 total):

Serial Numbers:

0NW-0001 through 0NW-0004

LITTLE SOUTH FORK LOTS/PROPERTIES as outlined below (11 total):

Serial Numbers:

OWC-1005-A
OWC-1006-0
OWC-1005-9
OWC-1007
OWC-1008
OWC-1009
OWC-1011
OWC-1012
OWC-1013
OWC-1014
OWC-1016

Lot 1 (Legal Description, Wasatch County Recorded Documents – Entry #129793)

OWC-1007-0-022-037

Commencing at a point which bears South 34°07' East, 2490.76 feet distant from the witness corner for the Northwest Corner of Section 22, Township 3 South, Range 7 East, SLB&M, and running thence South 1°1' West 288 feet; thence West 150 feet; thence North 2°21' East 249.35 feet; thence North 75° 150 feet to the point of beginning. Together with a right of way for egress and ingress over the existing road extending from the present State Highway No. 35 to the above-described property.

Lot 2 (Legal Description, Wasatch County Recorded Documents – Entry #164039)

OWC-1012-0-022-037

Parcel 2 (Lot): Commencing at a point which bears South 36°20' East 2363.30 feet distant from the witness corner for the Northwest corner of Section 22, Township 3 South, Range 7 East, Salt Lake Base and Meridian and running thence South 1°01' West 158 feet; thence South 75° West 150 feet; thence North 17° 25' West 152 feet; thence North 75° East 200 feet to the point of beginning. Together with a right-of-way for egress and ingress over the existing road extending from the present state Highway 35 to the above-described property.

Lot 3 (Legal Description, Wasatch County Recorded Documents – Entry #164039)

OWC-1013-0-022-037

Parcel 1 (Cabin): Commencing at a point which bears South 38°23' East 2241.73 feet distant from the witness corner for the Northwest corner of Section 22, Township 3 South, Range 7 East, Salt Lake Base and Meridian, and running thence South 3°08' East 147 feet; thence South 75° West 200 feet; thence North 22°50' West 145.21 feet, thence North 75° East 250 feet to the point of beginning. Together with a right of way for egress and ingress over the existing road extending from the present State Highway No. 35 to the above-described property.

Lot 4 (Legal Description, Wasatch County Recorded Documents – Entry #251452)

OWC-1011-0-022-037

Commencing at a point which bears South 38°46' East 2105.5 feet from the witness corner for the Northwest corner of Section 22, Township 3 South, Range 7 East, Salt Lake Base and Meridian; and running thence South 32°28' East 137 feet; thence South 75° West 250 feet; thence North 38°09' West 94.92 feet; thence North 65° East 250 feet to the point of beginning.

Together with a right of way for egress and ingress over the existing road extending from the present State Highway No. 35 to the above-described property.

Lot 5 (Legal Description, Wasatch County Recorded Documents – Entry #226608)

OWC-1016-0-022-037

Commencing at a point which bears South 38°52' East 1965.55 feet distant from the witness corner for the Northwest corner of Section 22, Township 3 South, Range 7 East, Salt Lake Base & Meridian; and running thence South 37°29' East 140 feet; thence South 65° West 250 feet thence; North 37°29' West 140 feet; thence North 65° East 250 feet to point of beginning.

Together with a right of way for egress and ingress over the existing road extending from the present State Highway No. 35 to the above-described property. Subject to a 5 percent Mineral Reservation.

Lot 6 (Legal Description, Wasatch County Recorded Documents – Entry #251451)

OWC-1009-0-022-037

Commencing at a point which bears South 38°58' East 1825.60 distant from the witness corner for the Northwest corner of Section 22, Township 3 South, Range 7 East, Salt Lake Base and Meridian; and running thence South 37°29' East 140 feet; thence South 65° West 250 feet thence North 37°29' West 140 feet; thence North 65° East 250 feet to beginning.

Lot 7 (Legal Description, Wasatch County Recorded Documents – Entry #216688)

OWC-1008-0-022-037

COMMENCING at a point which bears South 38°56' East 1686.11 feet from the witness corner of the Northwest corner of Section 22, Township 3 South, Range 7 East, Salt Lake Base and Meridian, and running thence south 51°29' East 20 feet; thence South 37°29' East 120 feet; thence South 65° West 250 feet; thence North 43°43' West 96.76 feet; thence North 55° East 250 feet to the point of the beginning.

Lot 8 (Legal Description, Wasatch County Recorded Documents – Entry #251452)

OWC-1014-0-022-037

Commencing at a point which bears South 37°48' East 1549.76 feet distant from the witness corner for the Northwest corner of Section 22, Township 3 South, Range 7 East, Salt Lake Base and Meridian, and running thence South 51°29' East 140 feet; thence South 55° West 250 feet; thence North 51°29' West 140 feet; thence North 55° East 250 feet to beginning.

Lot 9 (Legal Description, Wasatch County Recorded Documents – Entry #251452)

OWC-1005-A-022-037

Commencing at a point which bears South 36°24' East 1409.29 feet distant from the witness corner for the Northwest corner of Section 22, Township 3 South, Range 7 East, Salt Lake Base and Meridian, and running thence South 51°29' East 145 feet; thence South 55° West 250 feet; thence North 41°37' West 139.99 feet, thence North 55° East 225 feet to beginning.

Lot 11 (Legal Description, Wasatch C. Recorded Documents – Entry #251452, 111991)

OWC-1005-9-022-037

Commencing at a point which bears South 34°42' East, 1269.85 feet distant from the witness corner for the Northwest corner of Section 22, Township 3 South, Range 7 East, Salt Lake Base and Meridian, and running thence South 51°29' East 145 feet; thence South 55° West 225 feet; thence North 51°29' West 145 feet, thence North 55° East 225 feet to point of beginning.

Also a triangular shaped tract of land beginning at a point which bears South 34°24' East 1269.85 feet distance from witness corner for the Northwest corner of Section 22, Township 3 South, Range 7 East, Salt Lake Base and Meridian, and running thence South 51°29' East 145 feet; thence North 23°27' West 141.93 feet; thence South 55° West 69.55 feet to point or beginning.

Lot 12 (Legal Description, Wasatch County Recorded Documents – Entry #226608)

OWC-1006-0

Beginning at a point which lies South 842.12 feet and East 709.75 feet from the Northwest corner of Section 22, T. 3 S., R. 7 E., SLB&M, and running thence S. 23°27' E. 176.58 feet; thence S. 55°00'W 294.55 feet; thence N 56°51' W. 95.06 feet; thence N. 41° 56' E 375.0 feet to the point of beginning.
